AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

1. The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

2. The areas as specified below in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.

1. 實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積（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。

2. 下述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。

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）									
Block Name 大廈名稱	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 6 第6座	3/F & 4/F 3樓及4樓	A (Duplex 複式)	205.796 (2,215) Balcony 露台 : - Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	-	-	-	82.399 (887)	-	-	-	-	-
		B (Duplex 複式)	178.478 (1,921) Balcony 露台 : - Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	71.962 (775)	-	-	-	-	-
	5/F 5樓	A	187.483 (2,018) Balcony 露台 : 7.451 (80) Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	1.530 (16)	-	-	-	-	-	-	-	-
		B	95.649 (1,030) Balcony 露台 : 3.396 (37) Utility Platform 工作平台 : - Verandah 陽台 : -	-	1.620 (17)	-	2.457 (26)	-	-	-	-	-	-
		C	126.661 (1,363) Balcony 露台 : 5.558 (60) Utility Platform 工作平台 :1.279 (14) Verandah 陽台 : -	-	2.782 (30)	-	-	-	-	-	-	-	-
		D	82.177 (885) Balcony 露台 : 2.425 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.630 (7)	-	-	-	-	-	-	-	-
	6/F - 12/F, 15/F - 23/F & 25/F 6樓至12樓, 15樓至23樓及25樓	A	187.483 (2,018) Balcony 露台 : 7.451 (80) Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	1.530 (16)	-	-	-	-	-	-	-	-
		B	97.149 (1,046) Balcony 露台 : 3.396 (37) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.620 (17)	-	-	-	-	-	-	-	-
		C	126.661 (1,363) Balcony 露台 : 5.558 (60) Utility Platform 工作平台 :1.279 (14) Verandah 陽台 : -	-	2.782 (30)	-	-	-	-	-	-	-	-
		D	83.646 (900) Balcony 露台 : 2.425 (26) Utility Platform 工作平台 :1.469 (16) Verandah 陽台 : -	-	0.630 (7)	-	-	-	-	-	-	-	-

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)									
Block Name 大廈名稱	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 6 第6座	26/F 26樓	A	194.723 (2,096) Balcony 露台 : 7.451 (80) Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	1.530 (16)	-	32.615 (351)	-	-	-	-	-	-
		B	97.149 (1,046) Balcony 露台 : 3.396 (37) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.620 (17)	-	-	-	-	-	-	-	-
	26/F & 27/F 26樓及27樓	C (Duplex 複式)	198.024 (2,132) Balcony 露台 : 4.836 (52) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	28.899 (311)	-	-	-	-	-	-
	27/F 27樓	A	190.466 (2,050) Balcony 露台 : 7.451 (80) Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	1.530 (16)	-	-	-	-	-	-	-	-
		B	97.149 (1,046) Balcony 露台 : 3.396 (37) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.620 (17)	-	-	-	-	-	-	-	-
	28/F & 29/F 28樓及29樓	A (Duplex 複式)	294.753 (3,173) Balcony 露台 : 4.728 (51) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	104.524 (1,125)	-	-	94.409 (1,016)	8.682 (93)	-	-
		C (Duplex 複式)	199.815 (2,151) Balcony 露台 : 4.836 (52) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	50.266 (541)	9.084 (98)	-	-

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數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）									
Block Name 大廈名稱	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 7 第7座	5/F 5樓	A	97.502 (1,050) Balcony 露台 : 3.353 (36) Utility Platform 工作平台 : - Verandah 陽台 : -	-	1.822 (20)	-	-	-	-	-	-	-	-
		B	97.502 (1,050) Balcony 露台 : 3.353 (36) Utility Platform 工作平台 : - Verandah 陽台 : -	-	1.822 (20)	-	-	-	-	-	-	-	-
		C	139.478 (1,501) Balcony 露台 : - Utility Platform 工作平台 : - Verandah 陽台 : -	-	2.520 (27)	-	85.093 (916)	-	-	-	-	-	-
		D	146.450 (1,576) Balcony 露台 : 5.558 (60) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	2.520 (27)	-	-	-	-	-	-	-	-
	6/F - 12/F, 15/F - 23/F & 25/F - 26/F 6樓至12樓, 15樓至23樓及25樓至26樓	A	99.002 (1,066) Balcony 露台 : 3.353 (36) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.822 (20)	-	-	-	-	-	-	-	-
		B	99.002 (1,066) Balcony 露台 : 3.353 (36) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.822 (20)	-	-	-	-	-	-	-	-
		C	146.903 (1,581) Balcony 露台 : 5.558 (60) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	2.520 (27)	-	-	-	-	-	-	-	-
		D	146.450 (1,576) Balcony 露台 : 5.558 (60) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	2.520 (27)	-	-	-	-	-	-	-	-

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)									
Block Name 大廈名稱	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 7 第7座	27/F 27樓	A	99.002 (1,066) Balcony 露台 : 3.353 (36) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.822 (20)	-	-	-	-	-	-	-	-
		B	99.002 (1,066) Balcony 露台 : 3.353 (36) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	1.822 (20)	-	-	-	-	-	-	-	-
	27/F & 28/F 27樓及28樓	C (Duplex 複式)	210.965 (2,271) Balcony 露台 : 5.319 (57) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.968 (10)	-	24.267 (261)	-	-	-	-	-	-
		D (Duplex 複式)	218.503 (2,352) Balcony 露台 : 5.319 (57) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.968 (10)	-	24.266 (261)	-	-	-	-	-	-
	28/F & 29/F 28樓及29樓	A (Duplex 複式)	220.451 (2,373) Balcony 露台 : 3.315 (36) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	62.208 (670)	-	-	-	-	-	-
	29/F 29樓	C	113.984 (1,227) Balcony 露台 : 5.319 (57) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	112.665 (1,213) Balcony 露台 : 5.319 (57) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
	30/F & 31/F 30樓及31樓	A (Duplex 複式)	218.972 (2,357) Balcony 露台 : 3.315 (36) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	62.100 (668)	9.070 (98)	-	-
		C (Duplex 複式)	251.651 (2,709) Balcony 露台 : 4.630 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	73.730 (794)	-	-	83.304 (897)	9.054 (97)	-	-

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數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）									
Block Name 大廈名稱	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 8 第8座	5/F 5樓	A	115.837 (1,247) Balcony 露台 : 3.491 (38) Utility Platform 工作平台 :1.406 (15) Verandah 陽台 : -	-	2.250 (24)	-	-	-	-	-	-	-	-
		B	83.810 (902) Balcony 露台 : 2.548 (27) Utility Platform 工作平台 :1.371 (15) Verandah 陽台 : -	-	0.585 (6)	-	-	-	-	-	-	-	-
	6/F 6樓	A	115.837 (1,247) Balcony 露台 : 3.491 (38) Utility Platform 工作平台 :1.406 (15) Verandah 陽台 : -	-	2.250 (24)	-	-	-	-	-	-	-	-
		B	83.810 (902) Balcony 露台 : 2.548 (27) Utility Platform 工作平台 :1.371 (15) Verandah 陽台 : -	-	0.585 (6)	-	-	-	-	-	-	-	-
		C	126.327 (1,360) Balcony 露台 : - Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	2.759 (30)	-	23.978 (258)	-	-	-	-	-	-
		D	139.025 (1,496) Balcony 露台 : - Utility Platform 工作平台 : - Verandah 陽台 : -	-	2.520 (27)	-	23.510 (253)	-	-	-	-	-	-
	7/F - 12/F, 15/F - 23/F & 25/F - 27/F 7樓至12樓, 15樓至 23樓及 25樓至27樓	A	115.837 (1,247) Balcony 露台 : 3.491 (38) Utility Platform 工作平台 :1.406 (15) Verandah 陽台 : -	-	2.250 (24)	-	-	-	-	-	-	-	-
		B	83.810 (902) Balcony 露台 : 2.548 (27) Utility Platform 工作平台 :1.371 (15) Verandah 陽台 : -	-	0.585 (6)	-	-	-	-	-	-	-	-
		C	130.999 (1,410) Balcony 露台 : 4.627 (50) Utility Platform 工作平台 :1.362 (15) Verandah 陽台 : -	-	2.759 (30)	-	-	-	-	-	-	-	-
		D	146.450 (1,576) Balcony 露台 : 5.558 (60) Utility Platform 工作平台 :1.500 (16) Verandah 陽台 : -	-	2.520 (27)	-	-	-	-	-	-	-	-

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)									
Block Name 大廈名稱	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 8 第8座	28/F & 29/F 28樓及29樓	A (Duplex 複式)	198.539 (2,137) Balcony 露台 : 3.712 (40) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	76.670 (825)	-	-	-	-	-	-
		C (Duplex 複式)	188.544 (2,029) Balcony 露台 : 4.619 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	1.013 (11)	-	17.508 (188)	-	-	-	-	-	-
		D (Duplex 複式)	216.051 (2,326) Balcony 露台 : 5.319 (57) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.967 (10)	-	24.275 (261)	-	-	-	-	-	-
	30/F & 31/F 30樓及31樓	A (Duplex 複式)	201.624 (2,170) Balcony 露台 : 3.712 (40) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	47.734 (514)	8.604 (93)	-	-
		C (Duplex 複式)	249.804 (2,689) Balcony 露台 : 4.653 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	59.018 (635)	-	-	82.229 (885)	9.191 (99)	-	-

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數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）									
House Number 獨立屋		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
1	310.728 (3,345) Balcony 露台 : 4.683 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	20.931 (225)	156.890 (1,689)	38.834 (418)	51.522 (555)	11.793 (127)	-	-
2	254.633 (2,741) Balcony 露台 : 4.685 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	21.649 (233)	117.559 (1,265)	37.609 (405)	43.044 (463)	10.810 (116)	-	-
3	254.572 (2,740) Balcony 露台 : 4.685 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	21.649 (233)	117.528 (1,265)	33.700 (363)	43.044 (463)	10.810 (116)	-	-
5	252.888 (2,722) Balcony 露台 : 4.685 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	21.649 (233)	117.512 (1,265)	39.601 (426)	43.044 (463)	10.810 (116)	-	-
6	260.433 (2,803) Balcony 露台 : 4.685 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	21.649 (233)	117.520 (1,265)	37.391 (402)	43.044 (463)	10.810 (116)	-	-
7	259.828 (2,797) Balcony 露台 : 4.685 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	21.649 (233)	117.607 (1,266)	36.152 (389)	43.044 (463)	10.810 (116)	-	-
8	316.466 (3,406) Balcony 露台 : 4.683 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	20.931 (225)	192.298 (2,070)	43.371 (467)	51.522 (555)	11.793 (127)	-	-

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

BASEMENT FLOOR PLAN
地庫樓面平面圖



LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimension (LxW)(m) 尺寸（長x闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Car Parking Spaces 停車位	B/F 地庫	9	5.0 x 2.5	12.5

Car Parking Spaces
停車位

Scale 比例尺： 0 20 40 Metres 米

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

GROUND FLOOR PLAN
地下樓面平面圖



LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimension (LxW)(m) 尺寸（長x闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Car Parking Spaces 停車位	G/F 地下	51	5.0 x 2.5	12.5
Visitors' Car Parking Spaces 訪客停車位		14	5.0 x 2.5	12.5
Accessible Parking Space 暢通易達停車位		1	5.0 x 3.5	17.5
Visitors' (Accessible) Car Parking Space 訪客 (暢通易達)停車位		1	5.0 x 3.5	17.5
Refuse Collection Vehicle Parking Space 垃圾車停車位		1	10.0 x 3.0	30.0

Car Parking Spaces
停車位

Visitors' Car Parking Spaces
訪客停車位

Accessible Parking Spaces
暢通易達停車位

Visitors' (Accessible) Car Parking Spaces
訪客 (暢通易達)停車位

Refuse Collection Vehicle Parking Space
垃圾車停車位

Scale 比例尺： 0 20 40 Metres 米

FIRST FLOOR PLAN
1樓樓面平面圖



LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimension (LxW)(m) 尺寸（長x闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Car Parking Spaces 停車位	1/F 1樓	53	5.0 x 2.5	12.5
Accessible Parking Space 暢通易達停車位		1	5.0 x 3.5	17.5

Car Parking Spaces 停車位
Accessible Parking Spaces 暢通易達停車位

Scale 比例尺： 0 20 40 Metres 米

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

SECOND FLOOR PLAN
2樓樓面平面圖



LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimension (LxW)(m) 尺寸（長x闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Car Parking Spaces 停車位	2/F 2樓	52	5.0 x 2.5	12.5
Car Parking Spaces (For House only) 停車位（獨立屋專用）		14	5.0 x 2.5	12.5
Accessible Parking Space 暢通易達停車位		1	5.0 x 3.5	17.5

Car Parking Spaces
停車位
Car Parking Spaces (For House only)
停車位（獨立屋專用）
Accessible Parking Spaces
暢通易達停車位

Scale 比例尺： 0 20 40 Metres 米

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

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase ("preliminary agreement");

2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;

3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —

   (i) the preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(該"臨時合約")時須支付款額為5%的臨時訂金;

2. 買方在簽署該臨時合約時支付的臨時訂金,會由代表擁有人行事的律師事務所以保證金保存人的身分持有;

3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—

   (i) 該臨時合約即告終止;
   (ii) 有關的臨時訂金即予沒收;及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

The executed Deed of Mutual Covenant and Management Agreement of the Development ("DMC") provides that: —

1. Common Parts of the Development

(a) "**Common Areas and Facilities**" means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Car Park Common Areas and Facilities and the House Common Areas and Facilities.

(b) (i) "**Development Common Areas and Facilities**" means common areas and facilities in the Development intended for common use and benefit of the Development; and (if and where capable of being shown on plans) are shown coloured Orange and Orange Stippled Blue respectively on the DMC Plans annexed to the DMC and every Owner, his tenants, servants, agents, invitees and licensees shall have the right to use the Development Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(ii) "**Residential Common Areas and Facilities**" means common areas and facilities in the Development intended for the common use and benefit of the Owners and residents of the Residential Accommodation and their bona fide guests or visitors; and (if and where capable of being shown on plans) are shown coloured Green on the DMC Plans annexed to the DMC and every Owner of a Residential Unit and his tenants, servants, agents, invitees and licensees shall have the right to use the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(iii) "**Residential Tower Common Areas and Facilities**" means common areas and facilities in the Development intended for the common use and benefit of the Owners and residents of any Residential Tower and their bona fide guests or visitors; and (if and where capable of being shown on plans) are shown coloured Grey on the DMC Plans annexed to the DMC and every Owner of a Residential Unit in the Residential Towers and his tenants, servants, agents, invitees and licensees shall have the right to use the Residential Tower Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(iv) "**Car Park Common Areas and Facilities**" means common areas and facilities in the Development intended for the use and benefit of Parking Spaces; and (if and where capable of being shown on plans) are shown coloured Yellow on the DMC Plans annexed to the DMC and every Owner of a Parking Space shall have the right to use the Car Park Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(v) "**House Common Areas and Facilities**" means common areas and facilities in the Development intended for the common use and benefit of the Owners and residents of any Residential House; and (if and where capable of being shown on plans) are shown coloured Brown on the DMC Plans annexed to the DMC and every Owner of a Residential House shall have the right to use the House Common Areas and Facilities for all purposes connected with the proper use and enjoyment of the same.

(c) 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.

(d) 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.

(e) 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 the Common Areas and Facilities.

2. Number of Undivided Shares assigned to each residential property in the Phase

Tower 6

Floor \ Flat	A	B	C	D
3/F & 4/F (Duplex)	4256	3713	-	-
5/F	3594	1860	2416	1601
6/F-12/F, 15/F-23/F & 25/F	3594	1858	2416	1604
26/F	3804	1858	-	-
26/F & 27/F (Duplex)	-	-	3931	-
27/F	3654	1858	-	-
28/F & 29/F (Duplex)	6225	-	4028	-

Note: 13/F, 14/F & 24/F are omitted.

Tower 7

Floor \ Flat	A	B	C	D
5/F	1893	1893	2965	2807
6/F-12/F, 15/F-23/F & 25/F-26/F	1896	1896	2816	2807
27/F	1896	1896	-	-
27/F & 28/F (Duplex)	-	-	4174	4325
28/F & 29/F (Duplex)	4474	-	-	-
29/F	-	-	2184	2158
30/F & 31/F (Duplex)	4462	-	5282	-

Note: 4/F, 13/F, 14/F & 24/F are omitted.

Tower 8

Floor \ Flat	A	B	C	D
5/F	2233	1607	-	-
6/F	2233	1607	2555	2833
7/F-12/F, 15/F-23/F & 25/F-27/F	2233	1607	2518	2807
28/F & 29/F (Duplex)	4057	-	3725	4276
30/F & 31/F (Duplex)	4078	-	5213	-

Note: 4/F, 13/F, 14/F & 24/F are omitted.

House

House Number	Undivided Shares
House 1	6727
House 2	5497
House 3	5484
House 5	5466

House Number	Undivided Shares
House 6	5612
House 7	5598
House 8	6912

Note: House 4 is omitted.

3. Term of years for which the Manager of the Development is appointed

The Manager will be appointed for an initial term of not exceeding two years and such appointment shall continue until terminated according to the provisions of the DMC.

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

(a) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed). The annual budget shall be in two parts. The first part shall cover all expenditure which in the opinion of the Manager is to be expended for the benefit of all Owners or required for the proper management of the Development and the Development Common Areas and Facilities. The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the Development and shall be divided into four sections which cover respectively the following:

(i) all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities providing service to Owners of Residential Units;

(ii) all expenditure which in the opinion of the Manager is specifically referable to the Residential Tower Common Areas and Facilities;

(iii) all expenditure which in the opinion of the Manager is specifically referable to the House Common Areas and Facilities; and

(iv) all expenditure which in the opinion of the Manager is specifically referable to the Car Park Common Areas and Facilities.

(b) Each Owner shall pay for every Undivided Share allocated to any Residential Unit and/or Parking Space of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget mentioned above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) in the Development.

(c) Each Owner of the Residential Units in addition to the amount payable under sub-paragraph (b) above shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under section (i) of the second part of the annual adopted budget mentioned above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units.

(d) Each Owner of the Residential Units in the Residential Towers in addition to the amount payable under sub-paragraphs (b) and (c) above shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Towers of which he is the Owner pay a fraction of the total amount assessed under section (ii) of the second part of the annual adopted budget mentioned above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Units in the Residential Towers.

(e) Each Owner of the Residential Houses in addition to the amount payable under sub-paragraphs (b) and (c) above shall in respect of each Undivided Share allocated to a Residential House of which he is the Owner pay a fraction of the total amount assessed under section (iii) of the second part of the annual adopted budget mentioned above in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares allocated to all the Residential Houses.

(f) In relation to the amount assessed under section (iv) of the second part of the annual adopted budget mentioned above, the Manager shall have the discretion on a fair and reasonable basis to apportion the amount so assessed to be shared and be borne by the Owners of (1) the Parking Spaces, (2) the Residential Units in the Residential Towers, and (3) the Residential Houses, having regard to such relevant factors that the Manager may in its absolute discretion think fit and giving due weight thereto. The apportionment and determination by the Manager shall be final and binding on the relevant Owners.

5. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3 month's management fee.

6. 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 (Polarland Limited) for that owner's use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance.

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

發展項目已簽立的公契（「公契」）有下述條文：—

1. 發展項目的公用部分

(a) 「**公用地方及設施**」為「發展項目公用地方及設施」、「住宅公用地方及設施」、「住宅大廈公用地方及設施」、「停車場公用地方及設施」及「獨立屋公用地方及設施」的統稱。

(b) (i) 「**發展項目公用地方及設施**」乃在發展項目內供發展項目共同使用與享用的公用地方及設施；（如可以在圖則上標明）已在公契夾附的公契圖則上分別用橙色及橙色加藍點顯示，以及所有的業主，其租客、傭工、代理人、獲邀人士和許可人士享有權利，為了正當使用與享用該等設施有關的一切目的，使用該發展項目公用地方及設施。

(ii) 「**住宅公用地方及設施**」乃在發展項目內供住宅部分的業主、住戶及其真實賓客或訪客共同使用與享用的公用地方及設施；（如可以在圖則上標明）已在公契夾附的公契圖則上用綠色顯示，以及所有住宅單位的業主，其租客、傭工、代理人、獲邀人士和許可人士享有權利，為了正當使用與享用該等設施有關的一切目的，使用住宅公用地方及設施。

(iii) 「**住宅大廈公用地方及設施**」乃在發展項目內供住宅大廈的業主、住戶和其真實賓客或訪客共同使用與享用的公用地方及設施；（如可以在圖則上標明）已在公契夾附的公契圖則上用灰色顯示，以及所有住宅大廈之住宅單位的業主，其租客、傭工、代理人、獲邀人士和許可人士享有權利，為了正當使用與享用該等設施有關的一切目的，使用住宅大廈公用地方及設施。

(iv) 「**停車場公用地方及設施**」乃在發展項目內供停車位使用與享用公用地方及設施；（如可以在圖則上標明）已在公契夾附的公契圖則上用黃色顯示，以及所有停車位的業主享有權利，為了正當使用與享用該等設施有關的一切目的，使用停車場公用地方及設施。

(v) 「**獨立屋公用地方及設施**」乃發展項目內供住宅獨立屋的業主及住戶共同使用與享用的公用地方及設施；（如可以在圖則上標明）已在公契夾附的公契圖則上用啡色顯示，以及所有住宅獨立屋的業主享有權利，為了正當使用與享用該等設施有關的一切目的，使用獨立屋公用地方及設施。

(c) 除非獲業主委員會批准，業主不得轉變任何公用地方及設施之部分作自己使用或享用。

(d) 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事情，以致對發展項目的任何其他業主或佔用人造成滋擾。

(e) 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按公契處理公用地方及設施的任何事宜。

2. 分配予期數中每個住宅物業的不分割份數的數目

第6座

樓層 \ 單位	A	B	C	D
3樓及4樓（複式）	4256	3713	-	-
5樓	3594	1860	2416	1601
6樓至12樓、15樓至23樓及25樓	3594	1858	2416	1604
26樓	3804	1858	-	-
26樓及27樓（複式）	-	-	3931	-
27樓	3654	1858	-	-
28樓及29樓（複式）	6225	-	4028	-

備註：不設13樓、14樓及24樓。

第7座

樓層 \ 單位	A	B	C	D
5樓	1893	1893	2965	2807
6樓至12樓、15樓至23樓及25樓至26樓	1896	1896	2816	2807
27樓	1896	1896	-	-
27樓及28樓（複式）	-	-	4174	4325
28樓及29樓（複式）	4474	-	-	-
29樓	-	-	2184	2158
30樓及31樓（複式）	4462	-	5282	-

備註：不設4樓、13樓、14樓及24樓。

第8座

樓層 \ 單位	A	B	C	D
5樓	2233	1607	-	-
6樓	2233	1607	2555	2833
7樓至12樓、15樓至23樓及25樓至27樓	2233	1607	2518	2807
28樓及29樓（複式）	4057	-	3725	4276
30樓及31樓（複式）	4078	-	5213	-

備註：不設4樓、13樓、14樓及24樓。

獨立屋

屋號	不分割份數
1號獨立屋	6727
2號獨立屋	5497
3號獨立屋	5484
5號獨立屋	5466

屋號	不分割份數
6號獨立屋	5612
7號獨立屋	5598
8號獨立屋	6912

備註：不設4號獨立屋。

3. 發展項目的管理人的委任年期

管理人的首屆委任年期為不多於2年，並於期滿後繼續委任，直至根據公契條款終止委任。

4. 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準

(a) 管理人須在諮詢業主委員會（如有）後編製下年的年度預算。年度預算分開2個部分。第一部分須涵蓋管理人認為為了全體業主的實益或妥善管理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。第二部分須涵蓋管理人認為特別涉及發展項目各個部分的開支並可劃分為4個欄目，分別涵蓋以下開支：

(i) 管理人認為特別涉及住宅公用地方及設施，提供服務給住宅單位業主的開支；

(ii) 管理人認為特別涉及住宅大廈公用地方及設施的開支；

(iii) 管理人認為特別涉及獨立屋公用地方及設施的開支；及

(iv) 管理人認為特別涉及停車場公用地方及設施的開支。

(b) 每位業主須就其作為業主擁有任何住宅單位及/或停車位的每份不可分割份數支付上述已採納的年度預算第一部分評估的總款項的其中一部分（該部分之分子是1，而分母是發展項目不可分割份數總數（扣減公用地方及設施的不可分割份數））；

(c) 住宅單位業主除了上述(b)分段提及的應付款項外，還須就其作為業主擁有住宅部分的住宅單位的每份不可分割份數支付上述已採納的年度預算第二部分第(i)欄目評估的總款項的其中一部分（該部分之分子是1，而分母是所有住宅單位的不可分割份數總數）；

(d) 住宅大廈的住宅單位業主除了上述(b)及(c)分段提及的應付款項外，還須就其作為業主擁有住宅大廈的住宅單位的每份不可分割份數支付上述已採納的年度預算第二部分第(ii)欄目評估的總款項的其中一部分（該部分之分子是1，而分母是住宅大廈的所有住宅單位的不可分割份數總數）；

(e) 住宅獨立屋業主除了上述(b)及(c)分段提及的應付款項外，還須就其作為業主擁有住宅獨立屋的每份不可分割份數支付上述已採納的年度預算第二部分第(iii)欄目評估的總款項的一部分（該部分之分子是1，而分母是所有住宅獨立屋的不可分割份數總數）；

(f) 就上文提及已採納的年度預算第二部分第(iv)欄目評估的款項，管理人基於公平與合理的基準並考慮管理人自行酌情認為合適的有關因素及比重，將該等評估的款項分攤予(1)停車位業主；(2)住宅大廈的住宅單位業主；及(3)住宅獨立屋業主分擔與承擔。管理人作出的分攤及計算為終論，對有關業主具約束力。

5. 計算管理費按金的基準

管理費按金為三個月的管理費。

6. 擁有人在發展項目中保留作自用的範圍（如有的話）

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

SUMMARY OF LAND GRANT
批地文件的摘要

1. The Development is constructed on Kowloon Inland Lot No.11175 (the"**Lot**").

2. The term of the Land Grant of the Lot is 50 years commencing from 8th June 2010.

3. User restriction 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) Such portions of future public roads 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 which are required 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.

   (b) Surfacing, kerbing and channelling 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.

   (c) 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 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) The Grantee shall develop the Lot by the erection thereon of building(s) complying with the Land Grant and all ordinances, byelaws and regulations relating to building, sanitation and planning, such building(s) to be completed and made fit for occupation on or before 30th June 2016.

   (b) General Condition No.(14)(a) provides that the Grantee shall throughout the tenancy:

      (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and

      (ii) maintain all buildings erected or to be erected in good and substantial repair and condition.

   (c) Special Condition No.(3) provides that the Grantee shall:

      (i) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

         (I) lay and form those portions of future public roads 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 (collectively "**the Structures**")

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

      (ii) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

      (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with the Land Grant.

   (d) Special Condition No.(12)(a) provides that the Grantee may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto (collectively referred to as "**the Facilities**") as may be approved by the Director. Special Condition No.(12)(c) provides that

      (i) in the event that any part of the Facilities is exempted from the gross floor area calculation ("**the Exempted Facilities**"), the Exempted Facilities shall be designated as and form part of the common areas ("**the Common Areas**") for the common use and benefit of the owners of the Lot;

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

      (iii) the Exempted Facilities shall only be used by the residents of the residential block(s) erected on the Lot and their bona fide visitors and by no other persons.

   (e) Special Condition No.(14) provides that :

      (i) the Grantee shall submit or cause to be submitted to the Director for his approval a landscape master plan indicating the landscaping proposals for the Lot;

      (ii) the Grantee shall at his own expense landscape the Lot in accordance with the approved landscape master plan as amended, varied, altered, modified or substituted from time to time with the prior written consent of the Director; and

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

   (f) Special Condition No.(22) provides that :

      (i) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the buildings erected on the Lot and their bona fide guests, visitors or invitees ("**the Residential Parking Spaces**") according to a specified rate.

      (ii) 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 buildings erected on the Lot shall be provided according to a prescribed rate.

      (iii) Out of the spaces provided under paragraphs (f)(i) and (f)(ii) above, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation according to a prescribed rate ("**the Parking Spaces for the Disabled**").

      (iv) 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 buildings erected on the Lot and their bona fide guests, visitors or invitees according to a prescribed rate ("**the Motor Cycle Parking Spaces**").

   (g) Special Condition No.(23) stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles according to a prescribed rate and such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles.

   (h) Special Condition No.(28) provides 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 the Land Grant, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance) shall be deposited with the Director. The said 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 in Special Condition Nos.(22) and (23). The Grantee shall maintain the said parking, loading and unloading spaces in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director.

   (i) Special Condition No.(31)(a) provides that where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as may 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 maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director. Special Condition No.(31)(c) provides that in the event that as a result of works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

Special Condition No.(31)(d) provides that the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee neglects or fails to comply with the notice to the satisfaction to the Director within the period specified, the Director may execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

(j) Special Condition No.(33)(a) provides 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 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 the term granted under the Land Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area 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 falling away occurs within the Green Hatched Black Area at any time during the term granted under the Land Grant, 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 Director may at any time in respect of any breach of the Land Grant by notice in writing call upon the Grantee to carry out such geotechnical investigations, 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 repay to the Government the cost thereof. Special Condition No.(33)(b) provides that notwithstanding Special Condition No.(33)(a), the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under Special Condition No.(33) shall absolutely determine upon the Government giving to the Grantee notice to that effect.

(k) Special Condition No.(37) provides that the Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all rain-water falling or flowing on to the Lot. The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost.

6. The lease conditions that are onerous to a purchaser

(a) Special Condition No.(2) provides that the Grantee acknowledges that as at the date of the Land Grant there are some soil nails, piles and foundations existing on the Lot (collectively "**the Objects**"). The Grantee shall have the sole responsibility to determine whether to demolish and remove the Objects, and shall at his own costs and expense maintain and repair the Objects prior to their demolition and removal. In the event that the Grantee decides to demolish and remove the Objects, the Grantee shall bear all the cost and expense in connection with the said demolition and removal. The Government shall be under no responsibility, obligation or liability to the Grantee or any other person in respect of the presence, maintenance, repair, demolition or removal of the Objects or for any damage, nuisance or disturbance caused to or suffered by the Grantee or any other person by reason of the presence, maintenance, repair, demolition or removal of the Objects. No claim for compensation shall be made against the Government from and against, and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, maintenance, repair, demolition or removal of the Objects.

(b) Special Condition No.(13) provides that no tree growing on the Lot or adjacent thereto (including but not limited to the Green Area and the Green Hatched Black Area) shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

(c) Special Condition No.(22) provides that :

(i) The Residential Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the buildings 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.

(ii) The spaces provided under paragraph 5(f)(ii) above shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the buildings erected on the Lot and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(iii) The Parking Spaces for the Disabled 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 buildings 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.

(iv) The Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the buildings 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.

(d) Special Condition No.(26) provides that the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:

(i) assigned except:

(I) together with a residential unit in the buildings erected on the Lot; or

(II) to a person who is already the owner of a residential unit in the buildings erected on the Lot; or

(ii) underlet except to residents of the residential units in the buildings 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 buildings erected on the Lot.

(e) Special Condition No. (36) provides 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, repair work or demolition works (collectively "**the Works**"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot, the Green Area, the Green Hatched Black Area or any combination of all or any part thereof (collectively "**the Services**"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot, the Green Area, the Green Hatched Black Area or any combination of all or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot, the Green Area, the Green Hatched Black Area or any combination of all or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

(f) Special Condition No.(38) provides that:

(i) The Grantee shall within 6 calendar months from the date of the Land Grant at his own expense and in all respects to the satisfaction of the Director submit or cause

to be submitted to the Director for his written approval a Noise Impact Assessment ("**the N.I.A.**") for the development on the Lot. The N.I.A. shall contain proposals for appropriate noise mitigation measures in relation to the noise impact resulting from the development of the Lot and the Grantee shall at his own expense carry out the mitigation measures as proposed in the N.I.A. approved by the Director to the satisfaction of the Director.

(ii) In the event the approved noise mitigation measures comprise the erection or construction of noise barriers on the Lot with projection extending beyond the boundary of the Lot and over and above any portion of the adjoining Government land ("**the Noise Barrier**"), the following provisions shall apply:

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

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

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

(IV) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director. If temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause, written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;

(V) the Noise Barrier shall not be used for any purpose other than noise barrier. Except with the prior written consent of the Director, the Grantee shall not use or suffer to allow to be used the Noise Barrier or any part thereof for advertising or for the display of any signs, notices or posters whatsoever;

(VI) subject to the prior written approval of the Director, the Grantee and his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the Lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part of the Noise Barrier projecting over the Government land;

(VII) the Government shall have no responsibility or liability for 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 their entry or carrying out of the works referred to in sub-clause (VI) above and no claim for compensation or otherwise shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;

(VIII) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the Lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the Lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier;

(IX) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;

(X) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand the cost of such works;

(XI) the Grantee shall at all times permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any buildings erected or to be erected thereon for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with the Land Grant or any other works which the Director may consider necessary;

(XII) neither the Government nor the Director shall have any 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 the Land Grant, the exercise by the Director of the right of entry or the carrying out of any works under the Land Grant and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and

(XIII) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, its officers, contractors and workmen and any other persons authorized by the Director from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (X) above.

(g) Special Condition No.(39)(a) provides that the Grantee acknowledges that a railway system ("**the Railway**") may be erected, constructed, maintained and operated at the cost and expense of and by the railway operator ("**the Railway Operator**") authorized by the Government within a stratum of the Lot shown coloured pink stippled black on the plan annexed to the Land Grant.

(h) Special Condition No.(40) provides that:

(i) prior to the commencement of any building works (including any ground investigation works and underground drainage works) whatsoever on the Lot, the Grantee shall consult the Railway Operator so as to ensure that any such works do not and will not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Railway (as to which the decision of the Director shall be conclusive) and if required by the Director the Grantee shall, at his own expense, take such precautionary measures as may be required by the Railway Operator to ensure the safety of any railway works, structures, facilities or installations or the safe operation of the Railway. For the purpose of the Land Grant, "ground investigation" and "drainage works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation and the decision of the Director as to what constitutes "underground drainage works" shall be final and binding on the Grantee.

(ii) the Grantee shall at his own expense comply with all special requirements of any Government departments and statutory authorities, including but not limited to the Building Authority and the Director of Fire Services in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity or adjacent to the Railway or within the railway protection boundaries or areas designated by the Building Authority for the Railway.

(iii) the Grantee shall permit the Government, the Railway Operator and their duly authorized officers, employees, agents, servants, contractors and workmen the right of ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected thereon and, while the Grantee is in the possession of the Green Area, the Green Area at all times with or without tools, vehicles, machinery or equipment to carry out works and for the purposes of any construction, survey, monitoring, site investigation works, repairing, renovation, inspection, examination, maintenance, improvement or development in connection with the Railway. The Government, its officers, employees, agents, servants, contractors, workmen and any other duly authorized personnel 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 for compensation or otherwise shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) See paragraphs 4 and 5 above.

(j) General Condition No.(18) provides that upon any failure or neglect by the Grantee to perform, observe or comply with the Land Grant the Government shall be entitled to re-enter upon and take back possession of the Lot or any part thereof and all or any buildings, erections and works on the Lot or any part thereof, and that upon the re-entry: (i) the Grantee's rights on the part of the Lot re-entered shall absolutely cease and determine; (ii) the Grantee shall not be entitled to any refund of premium, payment or compensation; and (iii) the Government's any other rights, remedies and claims are not to be thereby prejudiced.

Note:
The expression "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.

1. 發展項目興建於九龍內地段第11175號（簡稱「**該地段**」）。

2. 該地段批地文件批出的年期為2010年6月8日起計50年。

3. 適用於該地段的用途限制：

(a) 該地段不得作非私人住宅之用途。

(b) 該地段內不得興建或提供墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸（不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置）。

4. 按規定須興建並提供予政府或供公眾使用的設施：

(a) 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部分（「**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**」）。

(b) 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。

(c) 按署長運用絕對酌情權所可能要求，在批地文件隨附圖則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。

5. 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：

(a) 承授人須於該地段興建樓宇以發展該地段，前述樓宇須遵守批地文件及所有關於樓宇、衛生設備及規劃的法例、法規及規例。前述樓宇須於2016年6月30日或之前完工及可以入伙。

(b) 根據一般條件第(14)(a)條，承授人須於批地年期的期間：

(i) 依照經批准的設計、布局和高度及任何經批准的建築圖則，維持所有樓宇並不得作改變；及

(ii) 將所有已建或擬建的樓宇維持於良好狀況。

(c) 根據特別條件第(3)條，承授人須：

(i) 於批地文件簽立之日後72個曆月（或其他經署長批准延後的期限）內，自費以署長批准的方式、物料，並達到署長批准的水準、高度、線向及設計，致使署長在各方面滿意：

(I) 鋪設及塑造於批地文件隨附圖則上顯示為綠色的若干未來公眾道路部分（「**綠色範圍**」）；及

(II) 提供及建造署長可全權指定的橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「**該等構築物**」）

致使建築、車輛及行人交通將可於綠色範圍上進行；

(ii) 於批地文件簽立之日後72個曆月(或其他經署長批准延後的期限)內，自費於綠色範圍上鋪設表面、建造路緣和渠道，並對此提供署長可要求提供的溝渠、下水道、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，致使署長滿意；及

(iii) 自費保養綠色範圍連同該等構築物及所有建造、安裝及提供在其上或內的構築物、路面、溝渠、下水道、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色範圍之管有權按批地文件交回政府為止。

(d) 根據特別條件第(12)(a)條，承授人可於該地段內興建及提供經署長批准的休憩設施及其附屬設施（統稱為「**休憩設施**」）。根據特別條件第(12)(c)條：

(i) 若休憩設施任何部份被豁免計算在總樓面面積上（「**豁免的休憩設施**」），則該豁免的休憩設施必須指定為公用地方（「**公用地方**」）的一部份，只供該地段業主的共同使用及享用；

(ii) 承授人須自費保養及維持豁免的休憩設施於修葺良好堅固，以供使用，並達致署長滿意；及

(iii) 豁免的休憩設施只可供興建於該地段內的住宅樓宇的住客及其真實訪客使用。

(e) 根據特別條件第(14)條：

(i) 承授人須向署長呈交一份園景設計總圖，說明有關該地段園景設計建議，供署長審批。

(ii) 承授人須自費按照經批准的園景設計總圖(包括事先獲署長書面批准的不時修訂、更改、改變、變更或替換)，在該地段進行園藝工程。

(iii) 承授人須於日後自費維持及保持園藝工程在安全、清潔、整齊、井然、可使用及健康的狀態，致使署長滿意。

(f) 根據特別條件第(22)條：

(i) 承授人須於該地段內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段上矗立之樓宇的住宅單位的住客及其真實賓客、訪客或所邀請者之車輛停泊（「**住戶車位**」），致使署長滿意。

(ii) 假如在該地段內矗立或將矗立的任何一棟住宅樓宇是多於75個住宅單位，須按一指定比率提供若干額外車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段上矗立之樓宇的住客之真實賓客、訪客或所邀請者之車輛停泊。

(iii) 承授人須從上述(f)(i)及(f)(ii)段所提供之車位之中按一指定比率保留及指定若干車位，以供傷殘人士（按《道路交通條例》、其附屬規例及任何修訂法例定義）使用之車輛停泊（「**供傷健人士用車位**」）。

(iv) 須於該地段內按一指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段上矗立之樓宇的住客及其真實賓客、訪客或所邀請者之電單車停泊（「**電單車停車位**」），致使署長滿意。

(g) 根據特別條件第(23)條，該地段內須按一指定比率提供若干車位，以供貨車作上落貨用，致使署長滿意，且上述車位不得用作貨車上落貨外的任何其他用途。

(h) 根據特別條件第(28)條，承授人必須存放於署長處一份獲署長核准的圖則，並於該圖則上展示該地段內按照批地文件提供的所有車位及上落貨車位的布局，或存放獲認可人士（根據《建築物條例》所界定）核證的該圖則副本。上述核准圖則中展示的所有車位及上落貨車位不得用作除特別條件第(22)和(23)條訂明以外的其他用途。承授人必須根據上述的核准圖則維持上述車位及上落貨車位。除非獲署長事先書面同意外，承授人不可改變上述車位及上落貨車位的布局。

(i) 根據特別條件第(31)(a)條，若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，承授人須自費進行及建造該等有需要之斜坡整理工程、擋土牆或其他支撐、防護或排水系統或附屬或其他工程，以保護及支持該地段內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除或預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於所有時間自費保持上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，至使署長滿意。根據特別條件第(31)(c)條，若於任何時間內由於承授人進行的工程或任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷，承授人須自費還原和修復至使署長滿意，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、賠償、索求及申索彌償政府、其代理及承辦商。特別條件第(31)(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，及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。

(j) 根據特別條件第(33)(a)條，承授人必須按署長運用絕對酌情權所可能要求，自費在批地文件隨附圖則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。承授人必須在批地文件授予的年期內任何時候自費保養綠色間黑斜線範圍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。如於批地文件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。若有違反批地文件的情況發生，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。特別條件第(33)(b)條規定，儘管特別條件第(33)(a)條另有規定，承授人按特別條件第(33)條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授人給予相關通知時完全終止。

(k) 根據特別條件第(37)條，承授人須自費建造及保養署長認為需要的水渠及渠道(不論是否位於該地段範圍內或政府土地上)，以將落在或流經該地段上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，至使署長滿意。將該地段任何排水渠及污水渠與政府雨水渠及污水渠（若已鋪設及投入運作）連接的工程，可由署長進行，而承授人須應要求向政府支付該接駁工程之費用。承授人亦可自費進行該接駁工程至使署長滿意，而在該情況下，上述接駁工程於政府土地上的任何部分須由承授人自費保養。

6. 對買方造成負擔的租用條件：

(a) 根據特別條件第(2)條，承授人確認知悉於批地文件訂立當日，該地段存有若干土釘、樁柱及地基（統稱「**該等物件**」）。承授人須全權負責決定是否拆除及移除該等物件，並於拆除及移除該等物件前自費保養及維修該等物件。如承授人決定拆除及移除該等物件，承授人須承擔所有相關費用及開支。有關該等物件之存在、保養、維修、拆除或移除，或因該等物件之存在、保養、維修、拆除或移除而致承授人或其他人士蒙受損失、滋擾或干擾，政府概不向承授人或任何其他人士承擔任何責任。承授人不得向政府申索賠償，並須就所有直接或間接由該等物件之存在、保養、維修、拆除或移除或與之有關之所有各種責任、申索、費用、索求、法律行動或其他程序對政府作出彌償及確保其獲得彌償。

(b) 根據特別條件第(13)條，除獲署長事先書面同意外（署長於簽發同意書時可施加其認為適當的移植、補償美化或重植條件），承授人不得移除或干擾於該地段或鄰近地方(包括但不限於綠色範圍及綠色間黑斜線範圍)生長的樹木。

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(c) 根據特別條件第(22)條：

(i) 住戶車位只可用作停泊已按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段上矗立之樓宇的住宅單位的住客或其真實賓客、訪客或所邀請者之車輛停泊，尤其上述車位不得用作儲存、展示或展覽供出售或作他用的車輛。

(ii) 根據上文第5(f)(ii)段所提供之車位只可用作停泊已按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段上矗立之樓宇的住客之真實賓客、訪客或所邀請者之車輛停泊，尤其上述車位不得用作儲存、展示或展覽供出售或作他用的車輛。

(iii) 供傷健人士用車位只可用作停泊根據《道路交通條例》、其附屬規例及任何修訂法例界定為傷健人士及屬於該地段上矗立之樓宇的住客及其真實賓客、訪客或所邀請者之車輛停泊，尤其上述車位不得用作儲存、展示或展覽供出售或作他用的車輛。

(iv) 電單車停車位只可用作停泊根據《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該地段上矗立之樓宇的住客或其真實賓客、訪客或所邀請者之電單車停泊，尤其上述車位不得用作儲存、展示或展覽供出售或作他用的車輛。

(d) 根據特別條件第(26)條，住戶車位及電單車停車位不得：

(i) 轉讓，除非：

(I) 連同該地段上矗立之樓宇的住宅單位轉讓；或

(II) 轉讓予已經擁有該地段上矗立之樓宇的住宅單位之人士；或

(ii) 出租，除非出租予該地段上矗立之樓宇的住宅單位之住客。

但於任何情況下，轉讓予任何住宅單位的擁有人或出租予任何住宅單位的住客的住戶車位及電單車停車位總數不得多於 3 個。

(e) 根據特別條件第(36)條，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、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「**該等服務**」）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、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、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。

(f) 根據特別條件第(38)條：

(i) 承授人須於批地文件簽立之日後6個曆月內自費提交或致使提交該地段發展的噪音影響評估報告(「**噪音影響報告**」)予署長供其書面審批，致使署長在各方面滿意。噪音影響報告須就發展該地段所產生的噪音影響提出適當的噪音緩解措施建議，承授人須自費進行噪音影響報告內所載並獲署長批准之緩解措施，致使署長滿意。

(ii) 若經批准的噪音緩解措施包括在該地段興建或建造伸出該地段邊界及跨越毗鄰政府土地任何部分的隔音屏障（「**隔音屏障**」），則下列條款適用：

(I) 承授人須自費按照經建築事務監督批准的圖則，設計、興建及建造隔音屏障，並在各方面符合《建築物條例》、其附屬規例及任何修訂法例的規定；

(II) 不得於毗鄰該地段之政府土地上或其下興建隔音屏障之地基或承托物；

(III) 除獲署長事先書面批准外，不得對隔音屏障或其任何部分作出任何改動、增添、更換或附加裝置；

(IV) 承授人須在任何時候自費維護、保養及維修隔音屏障或(如獲署長批准)任何替代品於修葺良好堅固的狀態，致令署長滿意。如因按本分條進行任何工程而須實施臨時交通封路或改道，開展工程前須就臨時交通安排獲得運輸署署長書面批准；

(V) 隔音屏障只可用作隔音屏障用途。除獲署長事先書面批准外，承授人不得使用或容許他人使用隔音屏障或其任何部分作廣告或展示任何招牌、告示或海報；

(VI) 受限於署長事先批准，承授人及其承辦商、工人或任何其他獲承授人授權人士可攜同或不攜同工具、設備、機器、機械或車輛進入毗鄰該地段之政府土地，以興建、建造、檢查、維修、保養、清洗、翻新及更換伸出政府土地之隔音屏障之部分；

(VII) 政府概無須就承授人或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾(不論其是否因上述(VI)分條進入或進行工程而引致或導致) 承擔任何責任，亦不得就此等損失、損害、滋擾或騷擾向政府索償；

(VIII) 承授人須於任何時候採取所需預防措施，以避免因興建、建造、維修、保養、改動、使用、拆除或移除隔音屏障而對任何毗鄰該地段及隔音屏障之政府土地，或進入或使用任何毗鄰該地段及隔音屏障之政府土地的人士或車輛造成損失或損害；

(IX) 署長有權於任何時候酌情決定向承授人送達書面通知，要求承授人於書面通知日期六個曆月內拆除及移除伸出政府土地之部分隔音屏障而不設替代品，承授人須於收到該書面通知後自費於該書面通知期限內拆除及移除前述部分隔音屏障，並達致署長滿意；

(X) 如承授人沒有按本特別條件履行責任，署長可進行所需工程，而承授人須按要求向署長償還所需款項；

(XI) 承授人須容許署長、其官員、承辦商、其各自之工人及其他授權人士有權在任何時候攜同或不攜同工具、設備、機器、機械或車輛出入、經過及再經過該地段或在其上擬建或已建的任何建築物，旨在視察、檢驗和監督任何按批地文件進行之工程或任何其他署長認為所需之工程；

(XII) 政府及署長概無須就承授人或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾(不論其是否因承授人履行批地文件之責任、署長按批地文件行使進入土地的權利或按批地文件進行任何工程而引致或導致) 承擔任何責任，承授人亦不得就此等損失、損害、滋擾或騷擾向政府、署長或其授權官員索償；及

(XIII) 承授人須於任何時間就隔音屏障之興建、建造、存在、維修、保養改動、使用、拆除或移除，或按上文(X)分條進行任何工程而直接或間接導致之責任、申索、費用、索求、法律行動或其他程序對政府、署長、其官員、承辦商及工人及其他任何署長授權人士作出彌償及確保其獲得彌償。

(g) 根據特別條件第(39)(a)條，承授人確認獲政府授權之鐵路營運者（「**鐵路營運者**」）可自費於批地文件隨附圖則上以粉紅色加黑點顯示之該地段指定地層內矗立、興建、維持及運行鐵路系統（「**鐵路**」）。

(h) 根據特別條件第(40)條：

(i) 在該地段展開任何建築工程（包括任何土地勘測工程和地下排水工程）前，承授人須諮詢鐵路營運者以確保該等工程沒有及不會損壞、干涉或危及任何鐵路工程、構築物、設施或裝置或鐵路的安全運作（署長對此作出的決定為終論）。如署長要求，承授人須自費採取鐵路營運者要求的預防措施，確保鐵路之任何鐵路工程、構築物、設施或裝置或運作安全。就批地文件而言，「土地勘測」及「排水工程」應按《建築物條例》、其附屬規例及任何修訂法例界定，署長就何謂「地下排水工程」作出之決定為終論並對承授人具約束力。

(ii) 承授人須自費遵從所有政府部門及法定機構，包括但不限於建築事務監督及消防處處長的特殊要求，就有關興建（包括使用材料）、維修及保養與鐵路相連、鄰近或毗鄰，或由建築事務監督指定之鐵路保護區域或範圍內的建築物或其任何部分。

(iii) 承授人須容許政府、鐵路營運者及其妥為授權的官員、僱員、代理、傭僕、承辦商及工人有權在任何時候攜同或不攜同工具、車輛、機器、設備出入、經過及再經過該地段或在其上的任何建築物，及在承授人管有綠色範圍期間攜同或不攜同工具、車輛、機器、設備出入、經過及再經過綠色範圍以進行工程，旨在興建、勘測、監測、進行現場調查工作、維修、翻新、視察、檢驗、保養、改善或開發鐵路。政府、其官員、僱員、代理、傭僕、承辦商、工人及其他妥為授權人士毋須就他或他們行使本分條提及的權利而對承授人造成或附帶的任何損失、損害、滋擾或干擾承擔任何責任。承授人不得就上述損失、損害、滋擾或干擾向上述人士提出索償。

(i) 請參閱上文第4段和第5段。

(j) 根據通用條件第(18)條，當承授人未能或忽略履行、遵守或符合批地文件，政府有權收回該地段或其任何部分以及在該地段或其任何部分矗立的建築物或工程及取回其管有權，且當該地段被收回時：(i)承授人在該地段被收回之部分的權利將完全地停止或終止；(ii)承授人無權獲得任何地價退款、款項或賠償；及(iii)政府之任何其他權利、濟助及申索將不受影響。

附註：
本節所載的「承授人」指「批地文件」訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。

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

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

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

(1) Provisions of the Land Grant

Special Condition No. (3) stipulates that :—

(a) The Purchaser shall :

(i) within 72 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

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

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

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

(ii) within 72 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the 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 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. (4) hereof.

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

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

Special Condition No. (4) stipulates that :-

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

Special Condition No. (5) stipulates that :—

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

Special Condition No. (6) stipulates that :—

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

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

(ii) permit the Government and the relevant public utility companies authorized by the Government, the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, 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. The Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

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

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

(2) Provisions of the Deed of Mutual Covenant

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

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

Clause (15) in Section III stipulates that the Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the 31st day of December in the next following year. The annual budget shall be in two parts :-

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

……

(xvii) the cost of repairing, maintaining and managing the Green Area and the Green Area Structures under this Deed and/or pursuant to the Conditions.

Clause (39) in Section III stipulates that without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power :-

……

(j) To maintain, manage and repair the Green Area and the Green Area Structures in accordance with this Deed and the Conditions.

Clause (77) in Section VIII stipulates that notwithstanding anything therein contained and until such time as possession of the Green Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Conditions, the Manager shall be responsible for the maintenance of the Green Area and the Green Area 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 in accordance with Special Condition No. (3)(a)(iii) of the Conditions and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Area, the Green Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.

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

2. The Green Hatched Black Area as referred to in Special Condition No. (33) of the Land Grant

(1) Provisions of the Land Grant

Special Condition No.(33) stipulates that :—

(a) the Purchaser 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 annexed hereto (hereinafter referred to as "the **Green Hatched Black Area**") as the Director in his absolute discretion may require and shall, at all times during the 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 Area 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 falling away occurs within the Green Hatched Black Area at any time during the term hereby agreed to be granted, the Purchaser 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 Purchaser), have also been affected. The Purchaser hereby indemnifies and shall keep indemnified 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 Purchaser 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 Purchaser 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 of these Conditions, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, 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 Purchaser 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 Purchaser shall on demand repay to the Government the cost thereof.

(b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Purchaser 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 Purchaser notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Purchaser 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 the said sub-clause (a).

(c) In the event the obligations and rights of the Purchaser in respect of the Green Hatched Black Area or any part thereof determine in accordance with sub-clause (b) of this Special Condition, the Government, its officers, contractors and any other persons authorized by it or them with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress to, from and through the lot or any part thereof and, while the Purchaser is in the possession of the Green Area, the Green Area free of costs for the purposes of inspecting, and carrying out maintenance and repair works including but not limited to slope treatment, landslide preventive, mitigation and remedial works and any other works (hereinafter referred to as "the **Maintenance and Repair Works**") which the Government may require or authorize in and on the Green Hatched Black Area. Without prejudice to the aforesaid provisions, if and when the Government has designated or transferred the maintenance and repair responsibility of the Green Hatched Black Area to another party, including but not limited to the owners or occupiers of any adjoining land, the Purchaser shall, if and when and for such period or periods as required by the Director at any time and from time to time permit such other party, his officers, contractors, and authorized persons with or without tools, equipment, machinery or motor vehicles upon reasonable prior notice being given to the Purchaser the right of unrestricted ingress, egress and regress to, from and through the lot or any part thereof and, while the Purchaser is in the possession of the Green Area, the Green Area free of costs for the purposes of carrying out the Maintenance and Repair Works. The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights of the Government conferred under this sub-clause (c) or the exercise of the rights provided under this sub-clause (c) by such other party or otherwise, and no claim for compensation shall be made by the Purchaser against the Government, its officers, contractors and any other persons authorized by it or them in respect of any such loss, damage, nuisance or disturbance.

(d) For the avoidance of doubt, notwithstanding anything herein contained, the Government, the Director and his officers shall be under no obligation, liability or responsibility whatsoever towards the Purchaser or any other persons in respect of any damage, nuisance or disturbance caused to or suffered by the Purchaser or any other persons by reason of any slopes within the Green Hatched Black Area, its or their state and condition or any lack of maintenance or repair thereof or to carry out or cause to be carried out the Maintenance and Repair Works or to take any steps or legal proceedings or actions against any persons in respect thereof.

(2) Provisions of the Deed of Mutual Covenant

"Slope Structures" is defined to mean "all slopes, slope treatment works, earth retaining structures, retaining walls and other related structures within or outside the Lot and the Development (as are for identification purposes only shown coloured Red on the Slopes and Retaining Walls plan attached to the Deed and of a scale of not less than 1:500 certified as to the inclusion of all such slopes and retaining walls by the Authorized Person) which are required by the Conditions or this Deed to be maintained by the Owners".

Clause (15) in Section III stipulates that the Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the 31st day of December in the next following year. The annual budget shall be in two parts :-

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

……

(xv) the cost of repairing and maintaining all roads slopes footbridges retaining walls and other structures on outside or adjacent to the Lot or forming part of the Development including but not limited to the Slope Structures the maintenance of which is the liability of the grantee under the Conditions and in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the Slope Structures;

…..

PROVIDED THAT

(1) expenditure of a capital and/or improvement nature for the improvement of the Development and/or the replacement or improvement of installations, systems, equipment and apparatus within or forming part of the Common Areas and Facilities or the Noise Barriers and/or for the efficient management and maintenance of the Development and the cost of maintaining and repairing any of the Slope Structures or other structures in compliance with the Conditions shall be compiled in a separate heading within the appropriate section of the annual budget and shall be payable out of the Special Fund mentioned in Clause 19 of this Deed when the same is established.

Clause (37) in Section III stipulates that in addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing :-

……

(az) To engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition the Slope Structures as required by the Conditions in accordance with "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the Slope Structures and with such other guidelines issued from time to time by appropriate Government departments regarding the maintenance of slopes, retaining walls and related structures and to carry out any necessary works in relation thereto and to collect from the Owners in proportion to the Undivided

Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allocated to their parts of the Lot and the Development such additional sums (in case of insufficient management funds) from time to time to cover all costs lawfully incurred or to be incurred in carrying out such maintenance and repair Provided that the Manager (which for this purpose shall include the Owners' Corporation) shall not be personally liable for carrying out such maintenance and repair works if, having used all reasonable endeavours, the Manager has not been able to collect all costs so incurred or to be incurred from all Owners.

Paragraph (41) in the Third Schedule stipulates that:-

(a) The Owners shall at their own expense in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units maintain and carry out all works in respect of the Slope Structures as required by the Conditions and in accordance with the "Geoguide 5 - Guide to Slope Maintenance" issued by the Geotechnical Engineering Office as amended from time to time and the maintenance manual for the Slope Structures (if any).

(b) The First Owner shall, if there exist any Slope Structures, deposit a full set of the maintenance manual for the Slope Structures at the management office within one month from the date of this Deed. The maintenance manual for the Slope Structures shall be available for inspection by the Owners free of charge during the normal office hours of the Manager and the taking of copies by the Owners upon request on payment of reasonable copying charges. All charges received shall be credited to the Special Fund.

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

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

1. Please refer to paragraphs A1 and A2 above.

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

Notes:

1. The term "Director" in the Land Grant means "the Director of Lands", unless otherwise specified.
2. The term "Purchaser" in the Land Grant means"the Grantee", unless otherwise specified.
3. The term "Conditions" in the Deed of Mutual Covenant means the Land Grant, unless otherwise specified.

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

The Plan annexed to the Land Grant
批地文件的附圖



G - Green
綠色

Green Hatched Black
綠色間黑斜線

Notes:
1. The Green Area is coloured green on this plan.
2. The Green Hatched Black Area is coloured green hatched black on this plan.

備註：
1. 綠色範圍於此圖中以綠色顯示。
2. 綠色間黑斜線範圍於此圖中以綠色間黑斜線顯示。

A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

1. 批地文件特別條件第(3), (4), (5)及(6)條所指之「綠色範圍」

(1) 批地文件條文

特別條件第(3)條規定：

(a) 買方必須：

(i) 於本協議簽立之日後72個曆月(或其他經署長批准延後的期限)內，自費以署長批准的方式及物料，並達到署長批准的水準、高度、線向及設計，致使署長在各方面滿意：

(I) 鋪設及塑造於批地文件隨附圖則上顯示為綠色的若干未來公眾道路部分（以下稱為「**綠色範圍**」）；及

(II) 提供及建造署長可全權指定的橋樑、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（以下統稱為「**該等構築物**」）

致使建築、車輛及行人交通將可於綠色範圍上進行；

(ii) 於本協議簽立之日後72個曆月(或其他經署長批准延後的期限)內，自費於綠色範圍上鋪設表面、建造路緣和渠道，並對此提供署長可能要求提供的溝渠、下水道、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，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建造、安裝及提供在其上或內的構築物、路面、溝渠、下水道、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色範圍之管有權按特別條件第(4)條交回政府為止。

(b) 若買方未能於指定時間內履行本特別條件(a)分段之責任，政府可進行所需之工程，惟費用由買方支付，就此買方須應政府要求向政府繳付一筆數額等於上述工程費用之款項，該數額由署長釐定，此決定為最終決定並對買方具約束力。

(c) 就任何對買方或任何其他人所造成或蒙受的損失、破壞、滋擾或干擾，不論是因買方履行本特別條件(a)分段的責任或政府行使本特別條件(b)分段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；買方亦不得向政府、署長或其獲授權人士就該等損失、破壞、滋擾或干擾就賠償或其他原因提出任何申索。

特別條件第(4)條規定：

僅為了進行特別條件第(3)條指明須進行的工程而言，買方於本協議簽立之日獲授予綠色範圍的管有權。綠色範圍須應政府要求交回政府，但無論如何，若署長發出信件表示本文件各項條件已妥為履行致使其滿意，綠色範圍即被視為已於發信當天由買方交回政府。買方須在其管有綠色範圍期間的所有合理時間內容許政府及公眾車輛及行人自由出入綠色範圍，並確保其通行不受工程干擾或阻礙，不論是根據特別條件第(3)條進行之工程或其他工程。

特別條件第(5)條規定：

未經署長事先書面同意，買方不得使用綠色範圍作儲存用途或任何臨時構築物之建造或除進行特別條件第(3)條所指明之工程外之任何其他用途。

特別條件第(6)條規定：

(a) 買方須在其管有綠色範圍期間的所有合理時間內：

(i) 允許署長、其官員、承辦商及其他獲署長授權人士有權出入、經過及再經過該地段及綠色範圍，以便視察、檢查及監督任何須按特別條件第(3)(a)條進行的工程，及進行、視察、檢查及監督根據特別條件第(3)(b)條進行的工程及任何其他署長認為有需要在綠色範圍內進行的工程；

(ii) 允許政府及獲政府授權的相關公共事業公司應其要求出入、經過及再經過該地段及綠色範圍，以供其在綠色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。買方須就有關任何上述於綠色範圍內進行之工程之所有事宜與政府及政府妥為授權的有關公共事業公司通力合作；及

(iii) 允許水務監督之官員或其他獲其授權之人士應其要求有權出入、經過及再經過該地段及綠色範圍，以進行任何與綠色範圍內之水務設施之操作、保養、維修、更換及改動有關的工程。

(b) 就任何因政府、其官員、代理人、承辦商及任何其他妥為授權的人士或公用事業公司行使本特別條件(a)分段之權利而起的或隨之而來的任何對買方或任何其他人士所造成或蒙受的損失、破壞、滋擾或干擾，政府概不承擔任何責任。

(2) 公契文件條文

釋定的「綠色範圍」指「賣地條件特別條款第(3)(a)(i)(I)條提及的綠色範圍，在賣地條件隨附圖則上用綠色顯示」。

釋定的「綠色範圍構築物」指「賣地條件特別條款第(3)(a)(i)(II)條以「該等構築物」界定的橋樑、隧道、天橋、地下通道、路渠、高架橋、天橋、行人路、道路或地政總署署長自行酌情要求的其他構築物」。

第III節第(15)條訂明，管理人須在諮詢業主委員會（如已成立）後編制下年的年度預算（第一個預算除外），該預算須涵蓋本公契之日起至翌年12月31日。年度預算包括2個部分：-

(a) 第1部分須涵蓋管理人認為（若無明顯錯誤，管理人的決定將作終論）為了全體業主的利益或妥善管理發展項目和發展項目公用地方及設施需要支出的一切開支，在不影響上述一般適用範圍下，包括：

……

(xvii) 按本公契及/或賣地條件維修、保養及管理綠色範圍及綠色範圍構築物的費用。

第III節第(39)條訂明，在不限制本文賦予管理人的其他權力的一般適用範圍下，管理人有權：-

……

(j) 按本公契及賣地條件的規定保養、管理、維修綠色範圍及綠色範圍構築物。

第VIII節第(77)條訂明，即使本文有任何規定和直至按賣地條件將綠色範圍交還或視為交還予政府，管理人須負責保養綠色範圍和綠色範圍構築物及按賣地條件特別條款第(3)(a)(iii)條在該等地方之上或之內建造、安裝及提供的一切構築物、路面、溝渠、下水道、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物。業主須負責保養與維修綠色範圍、綠色範圍構築物及其他構築物的費用及開支，猶如公用地方及設施的一部分一樣。

(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(33)條所指之「綠色間黑斜線範圍」

(1) 批地文件條文

特別條件第(33)條規定：

(a) 買方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。買方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，買方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買方具約束力）與該等地區相鄰或相連的受影響範圍，達致署長滿意。買方須就上述山泥傾瀉、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。買方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，買方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買方進行該等土力勘察、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。如買方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，而買方須按要求向政府償還所需款項。

(b) 儘管本特別條件(a)分段另有規定，買方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買方給予相關通知時完全終止，買方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(a)分段的違反、不履行或不遵守的權利或補救。

(c) 若買方就綠色間黑斜線範圍或其任何部分的責任及權利按本特別條件(b)分段終止，政府、其官員、承辦商及其他獲授權人士有權攜同或不攜同工具、設備、機器或車輛不受限制地出入、經過及再經過該地段或其任何部分，及在買方管有綠色範圍期間攜同或不攜同工具、車輛、機器、設備免費出入、經過及再經過綠色範圍，旨在進行政府可能要求或授權

於綠色間黑斜線範圍的勘測及保養及維修工程，包括但不限於斜坡維護、防止山泥傾瀉、緩解及補救工程及任何其他工程（以下稱為「**保養及維修工程**」）。在不影響上述條款的情況下，如政府將保養及維修綠色間黑斜線範圍的責任指明或轉移至另一方，包括但不限於任何毗鄰土地的業主或佔用人，買方須按署長要求的時間內隨時及不時容許該另一方、其僱員、承辦商及其他獲授權人士攜同或不攜同工具、設備、機器或車輛，於給予事前合理通知後不受限制地出入、經過及再經過該地段或其任何部分，及在買方管有綠色範圍期間攜同或不攜同工具、設備、機器或車輛，於給予事前合理通知後不受限制地免費出入、經過及再經過綠色範圍，旨在進行保養及維修工程。就任何對買方或任何其他人所造成或蒙受的損失、破壞、滋擾或干擾，不論是因政府履行本(c)分段的權利或由其他方履行本(c)分段的權利而起的或隨之而來的，政府概不承擔任何責任，且買方不得向政府、其官員、承辦商及其他獲授權人士就該等損失、破壞、滋擾或干擾提出任何賠償申索。

(d) 為免發生疑問，即使本文有任何規定，就任何因位於綠色間黑斜線範圍內的任何斜坡，其狀況及狀態或欠缺保養或維修或進行或促使他人進行保養及維修工程或對任何有關人士採取任何行動或法律程序或行動而起的或隨之而來的對買方或任何其他人士所造成或蒙受的損失、滋擾或干擾，政府、署長及其官員概不承擔任何責任。

(2) 公契文件條文

釋定的「斜坡構築物」指「賣地條件或本公契要求業主須保養該地段及發展項目之內或之外的所有斜坡、斜坡處理工程、護土構築物、護土墻及其他輔助構築物（按公契隨附並經認可人士核正的斜坡及護土牆圖則按不少於1：500比例只作識別用途並以紅色顯示的範圍內的所有斜坡及護土牆）」。

第III節第(15)條訂明，管理人須在諮詢業主委員會（如已成立）後編制下年的年度預算（第一個預算除外），該預算須涵蓋本公契之日起至翌年12月31日。年度預算包括2個部分：-

(a) 第1部分須涵蓋管理人認為（若無明顯錯誤，管理人的決定將作終論）為了全體業主的利益或妥善管理發展項目和發展項目公用地方及設施需要支出的一切開支，在不影響上述一般適用範圍下，包括：

……

(xv) 按土力工程處發出的「岩土指南第五冊—斜坡維修指南」（以不時的修訂為準）和斜坡保養手冊維修與保養一切道路、斜坡、行人天橋、護土牆及該地段以外或毗鄰或構成發展項目一部分的其他構築物，包括但不限於賣地條件規定買方有責任維修的斜坡構築物之費用；

……

但是，

(1) 改善發展項目及/或更換或改善屬於公用地方及設施或噪音屏障的裝置、系統、設備及器具及/或有效管理與保養發展項目的一類資本及/或改善性質的開支，和按賣地條件規定保養與維修任何斜坡構築物或其他構築物的費用須在年度預算的一個適當欄目中用獨立標題編制，並用本公契第19條提及的特別基金（如已設立）支付。

第III節第(37)條訂明，除了本公契明文規定的其他權力外，管理人有權作出與該地段及發展項目及其管理有關及必要的一切行為及事情，在任何方面不限制上述一般適用範圍下，特別是：

……

(az) 聘請適當的合資格人士按土力工程處發出的「岩土指南第五冊—斜坡維修指南」（以不時的修訂本為準）和斜坡保養手冊及有關政府部門不時發出有關保養斜坡、護土牆及相關構築物的其他指引去視察、維持及妥善保養賣地條件要求的斜坡構築物，並對其進行一切必要的工程及不時向業主按其擁有之該地段及發展項目獲分配的不分割份數（不包括公用地方及設施分配的不分割份數）之比例向業主收取額外款項（若管理基金不足），以支付進行上述保養與維修工程所合法支出或將支出的一切費用，但須以下列條件作為前提：如果管理人(在本條款中包括業主立案法團)盡其合理努力仍未能向全體業主收取已支出或將支出的一切費用，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。

附表3第41段訂明：-

(a) 業主須根據其各自單位獲分配的不分割份數（不包括公用地方及設施分配的不分割份數）的比例自費按土力工程處發出的「岩土指南第五冊—斜坡維修指南」（以不時的修訂為準）和斜坡保養手冊（如有）保養與進行賣地條件要求有關斜坡構築物的一切工程。

(b) 如果存在任何斜坡構築物，第一業主須在本公契之簽訂日起一個月內在管理處備存一整套斜坡構築物保養手冊，供業主免費在管理人的正常工作時間內查閱，並在業主支付合理的影印費後提供副本給業主，就此收到的一切費用須撥入特別基金。

(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及A2段。

(2) 第A1及A2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

備註：
1. 除非另有指明，批地文件內「署長」一詞所指的是「地政總署署長」。
2. 除非另有指明，批地文件內「買方」一詞所指的是「承授人」。
3. 除非另有指明，公契條文內「賣地條件」一詞所指的是批地文件。

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

The Plan annexed to the Land Grant
批地文件的附圖



Notes:
1. The Green Area is coloured green on this plan.
2. The Green Hatched Black Area is coloured green hatched black on this plan.

備註：
1. 綠色範圍於此圖中以綠色顯示。
2. 綠色間黑斜線範圍於此圖中以綠色間黑斜線顯示。

G - Green
綠色

Green Hatched Black
綠色間黑斜線

WARNING TO PURCHASERS
對買方的警告

(a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.

(b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

(c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser,

  (i) that firm may not be able to protect the purchaser's interests; and

  (ii) the purchaser may have to instruct a separate firm of solicitors; and

  (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

(a) 現建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。

(b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

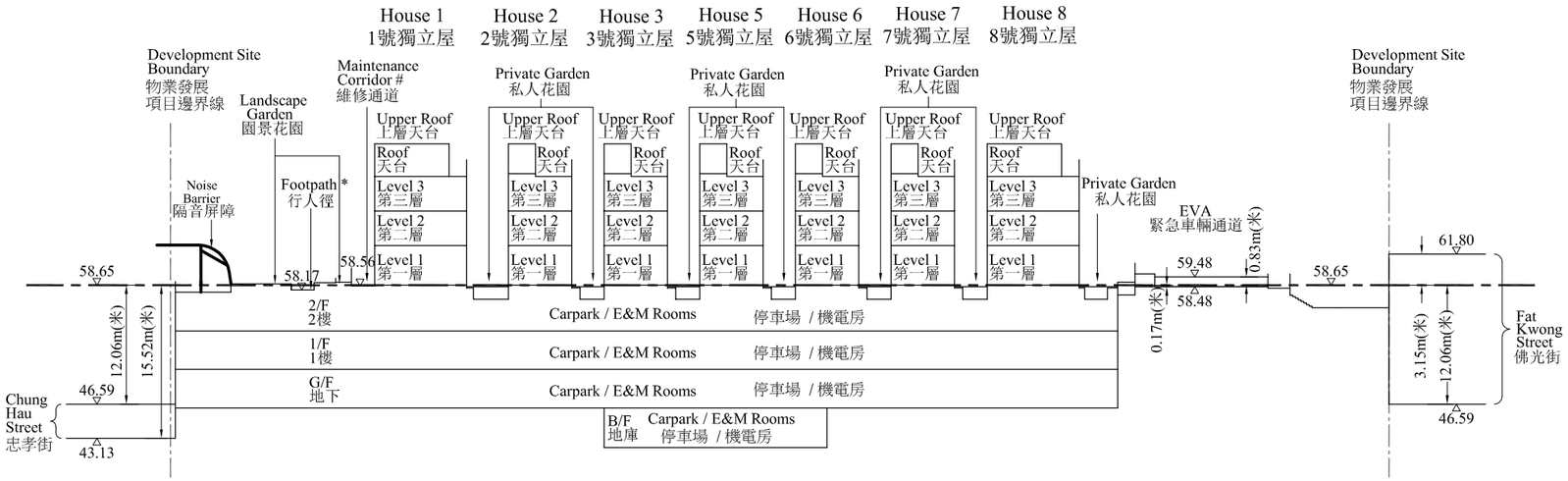
(c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突—

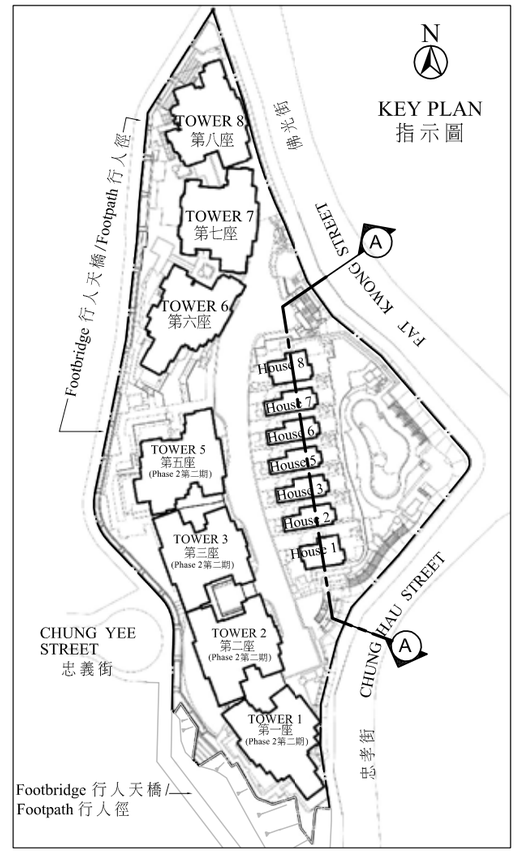
  (i) 該律師事務所可能不能夠保障買方的利益；及

  (ii) 買方可能要聘用一間獨立的律師事務所；及

  (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖





House = 獨立屋

* The level of the Footpath in relation to the level of the lowest residential floor of the building is 0.48m.
行人徑與建築物最低一層住宅樓層的水平相對的水平為0.48米。

\# The level of the Maintenance Corridor in relation to the level of the lowest residential floor of the building is 0.09m.
維修通道與建築物最低一層住宅樓層的水平相對的水平為0.09米。

Cross - Section Plan A
橫截面圖A

1. ▬ ▪ ▬ Dotted line denotes the lowest residential floor of the building in the Phase.
▬ ▪ ▬ 虛線代表期數建築物之最低住宅樓層水平。

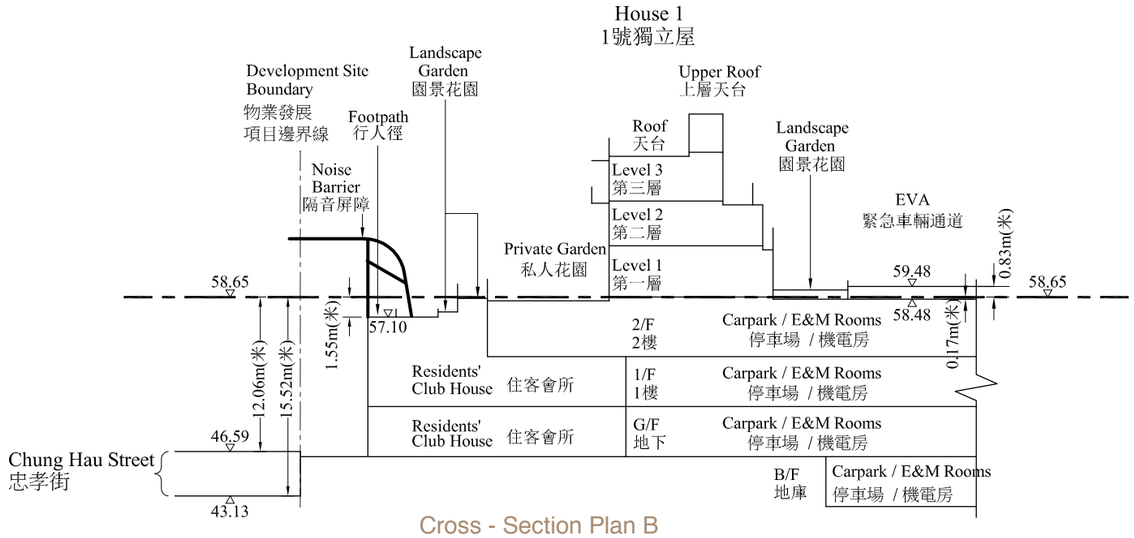
2. The part of Chung Hau Street adjacent to the building is 43.13 metres to 46.59 metres above the Hong Kong Principal Datum.
毗連建築物的一段忠孝街為香港主水平基準以上43.13米至46.59米。

3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 58.48 metres to 59.48 metres above the Hong Kong Principal Datum.
毗連建築物的一段緊急車輛通道為香港主水平基準以上58.48米至59.48米。

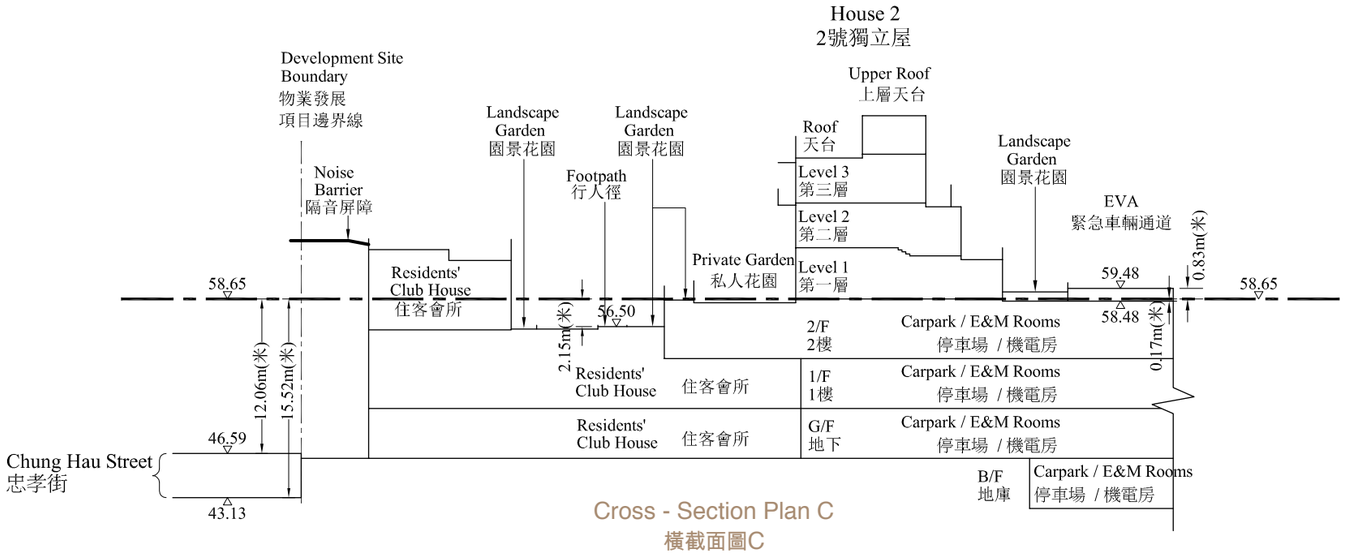
4. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
毗連建築物的一段佛光街為香港主水平基準以上46.59至61.80米。

5. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
▽ 或 △ 代表香港主水平基準以上的高度 (米)。

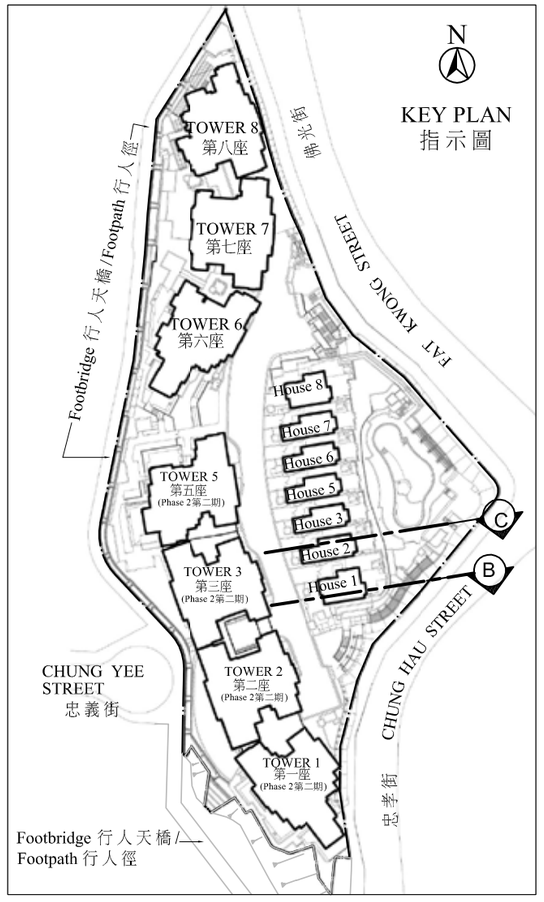
CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖



Cross - Section Plan B
橫截面圖B



Cross - Section Plan C
橫截面圖C



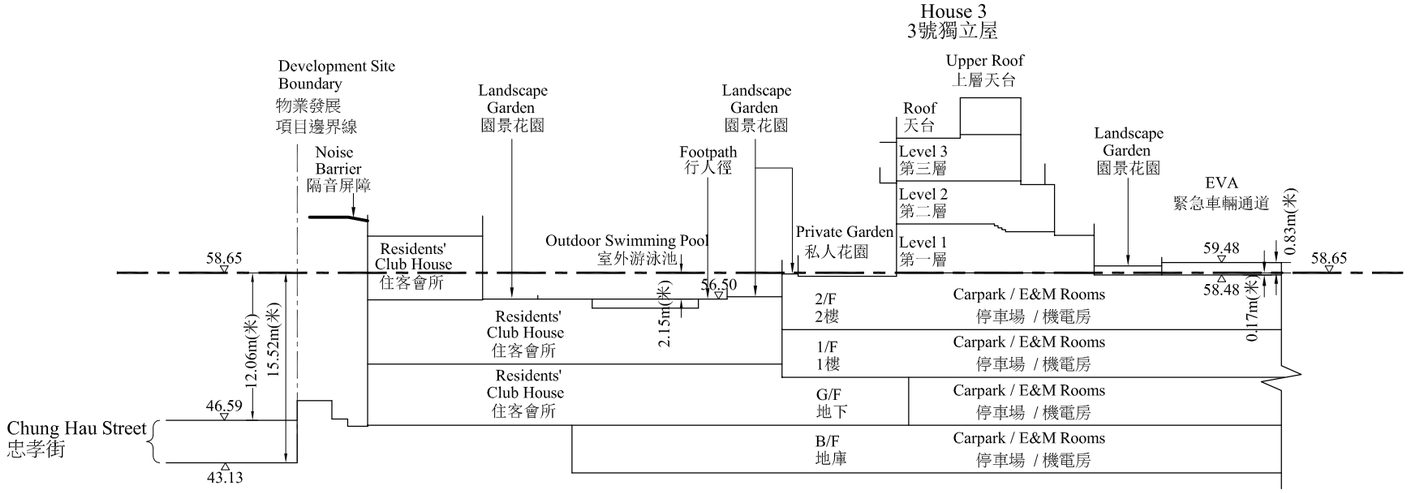
House = 獨立屋

1. Dotted line denotes the lowest residential floor of the building in the Phase.
   虛線代表期數建築物之最低住宅樓層水平。

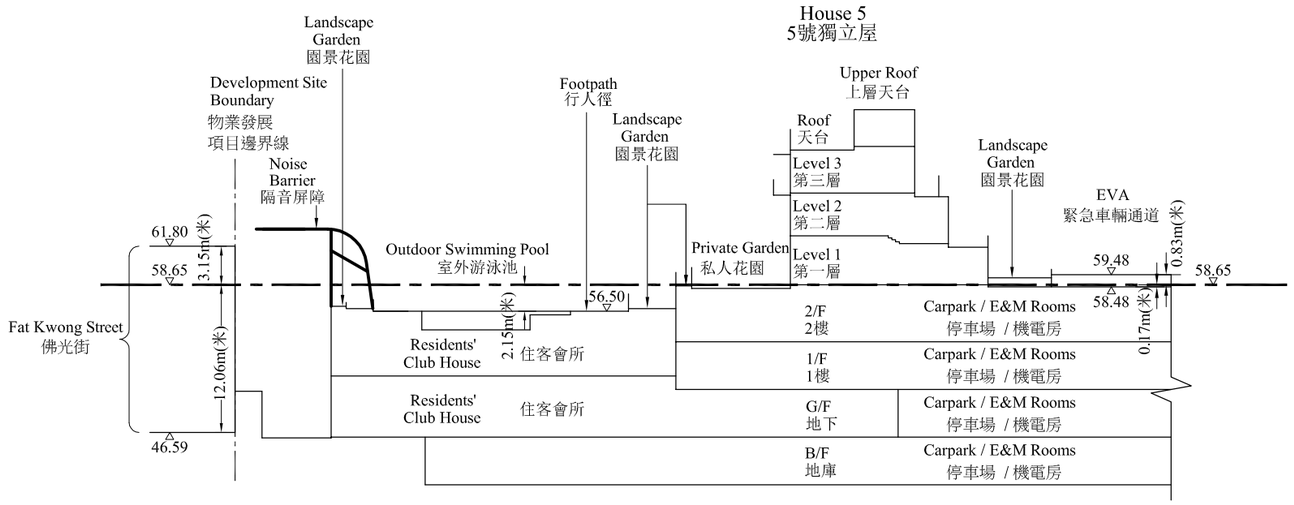
2. The part of Chung Hau Street adjacent to the building is 43.13 metres to 46.59 metres above the Hong Kong Principal Datum.
   毗連建築物的一段忠孝街為香港主水平基準以上43.13米至46.59米。

3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 58.48 metres to 59.48 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上58.48米至59.48米。

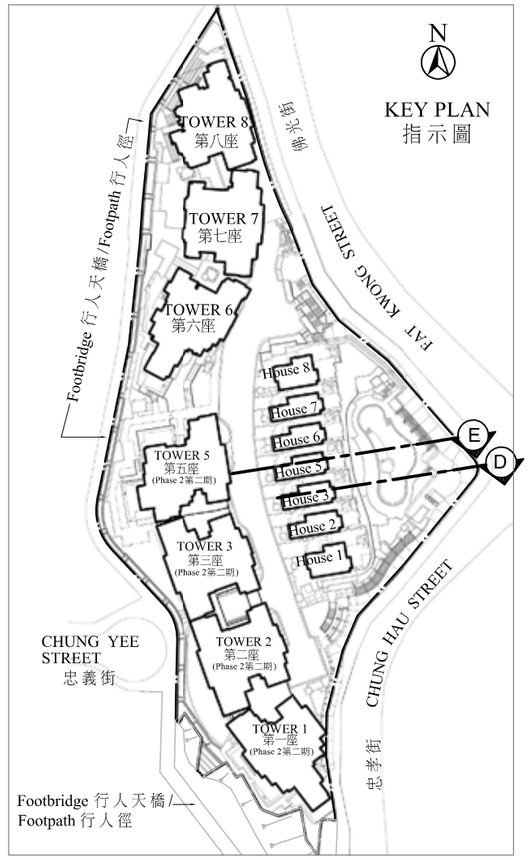
4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度 (米)。



Cross - Section Plan D
橫截面圖D



Cross - Section Plan E
橫截面圖E



House = 獨立屋

1. Dotted line denotes the lowest residential floor of the building in the Phase.
   虛線代表期數建築物之最低住宅樓層水平。

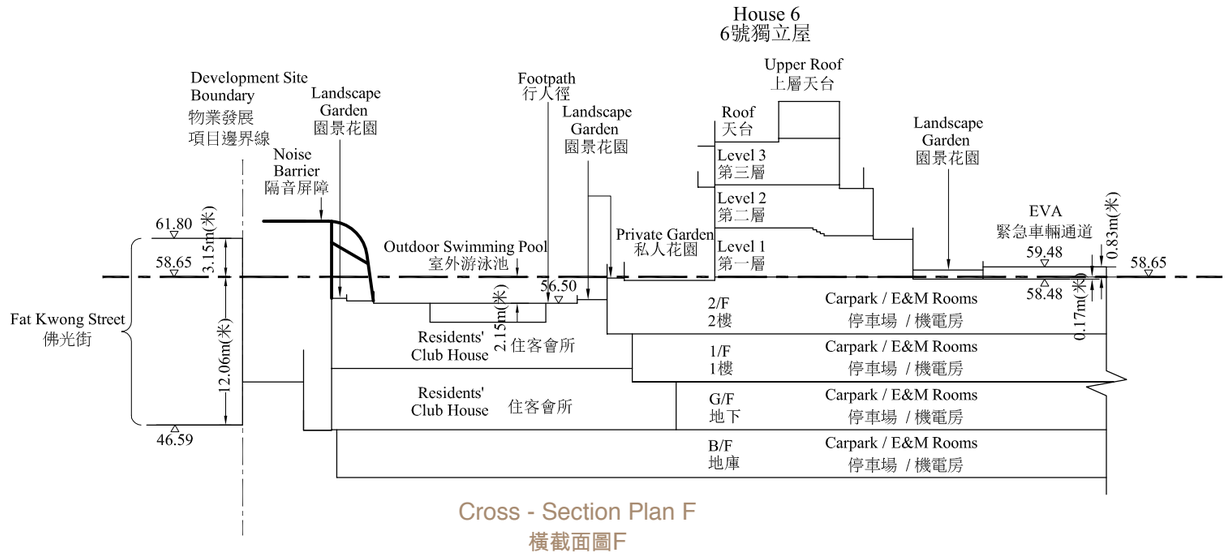
2. The part of Chung Hau Street adjacent to the building is 43.13 metres to 46.59 metres above the Hong Kong Principal Datum.
   毗連建築物的一段忠孝街為香港主水平基準以上43.13米至46.59米。

3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 58.48 metres to 59.48 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上58.48米至59.48米。

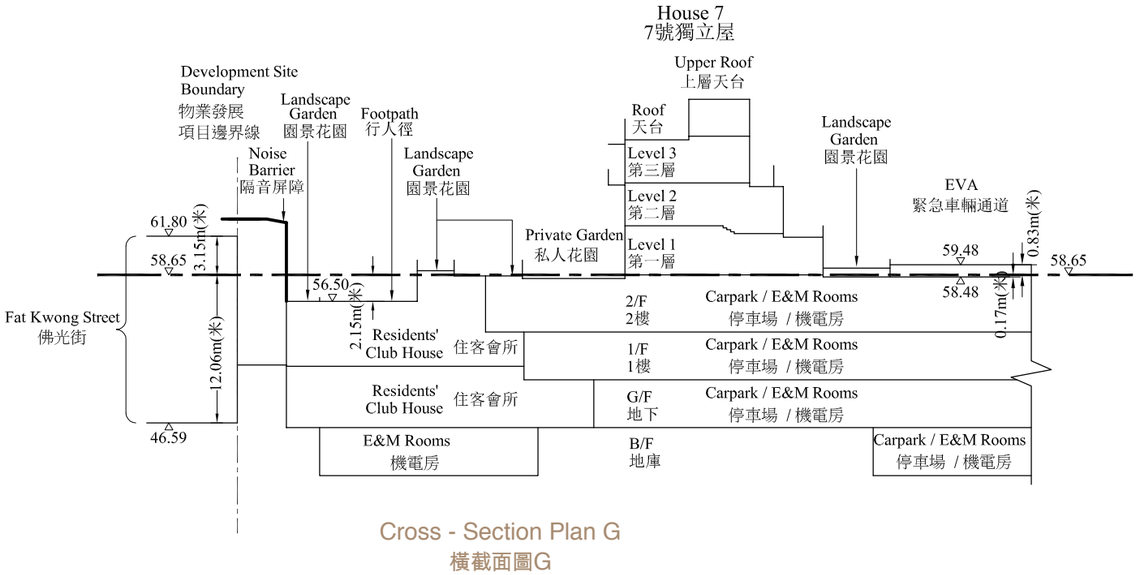
4. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
   毗連建築物的一段佛光街為香港主水平基準以上46.59至61.80米。

5. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度（米）。

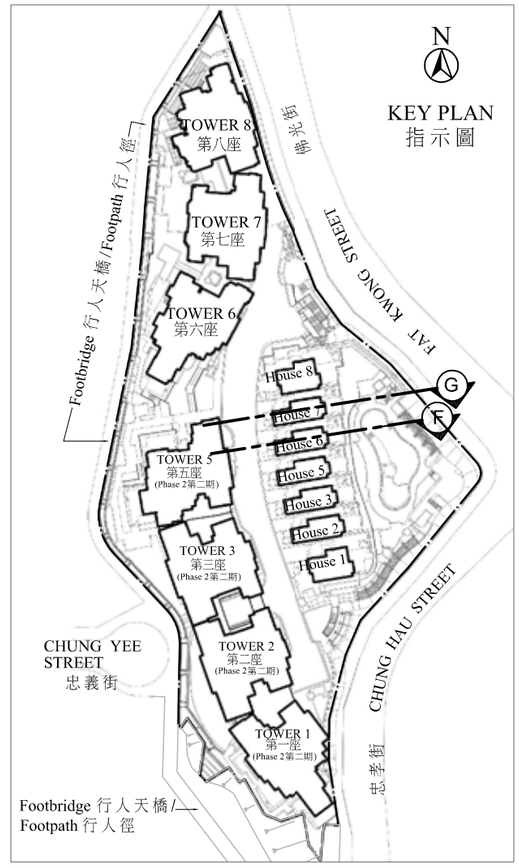
CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖



Cross - Section Plan F
橫截面圖F



Cross - Section Plan G
橫截面圖G



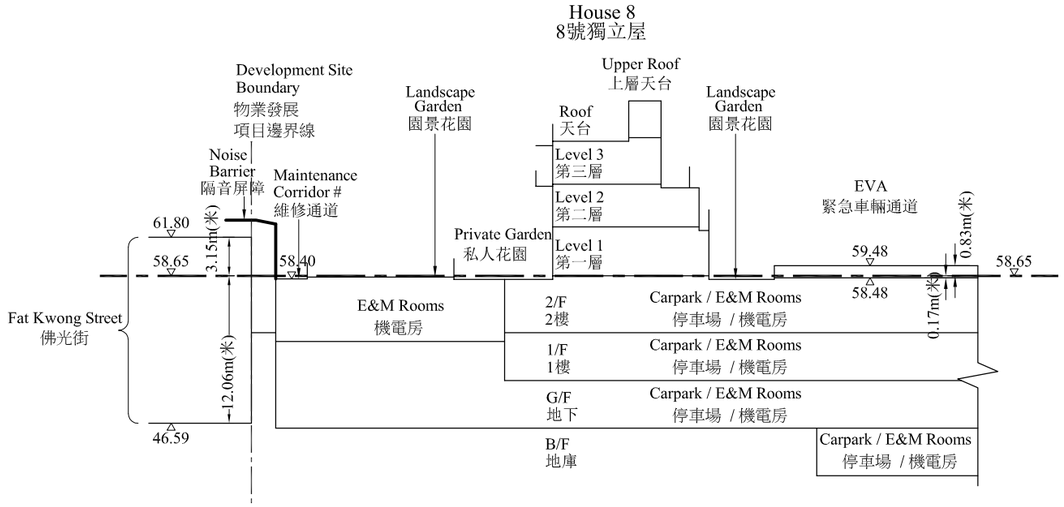
House = 獨立屋

1. Dotted line denotes the lowest residential floor of the building in the Phase.
   虛線代表期數建築物之最低住宅樓層水平。

2. The part of Emergency Vehicular Access (EVA) adjacent to the building is 58.48 metres to 59.48 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上58.48米至59.48米。

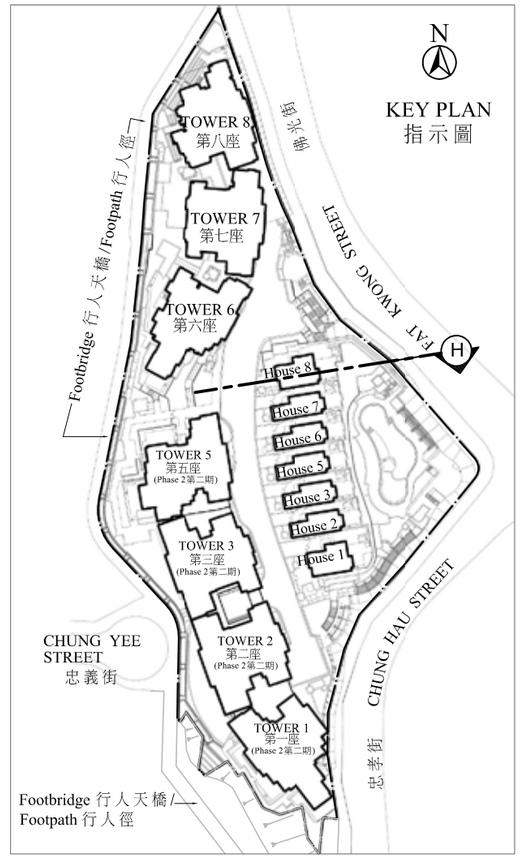
3. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
   毗連建築物的一段佛光街為香港主水平基準以上46.59米至61.80米。

4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度（米）。



The level of the Maintenance Corridor in relation to the level of the lowest residential floor of the building is 0.25m.
維修通道與建築物最低一層住宅樓層的水平相對的水平為0.25米。

Cross - Section Plan H
橫截面圖H



House = 獨立屋

1. ▬·▬ Dotted line denotes the lowest residential floor of the building in the Phase.
▬·▬ 虛線代表期數建築物之最低住宅樓層水平。

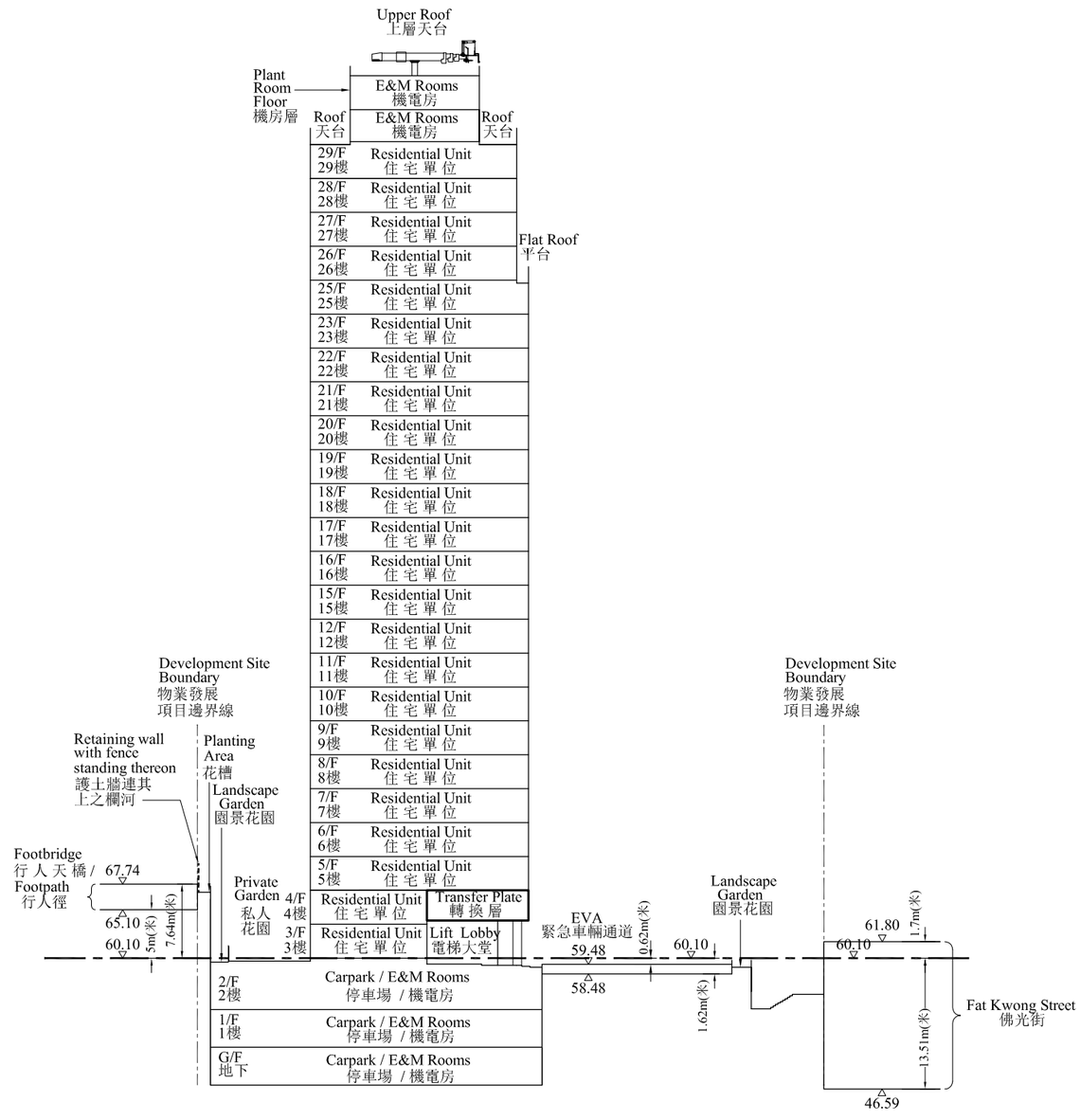
2. The part of Emergency Vehicular Access (EVA) adjacent to the building is 58.48 metres to 59.48 metres above the Hong Kong Principal Datum.
毗連建築物的一段緊急車輛通道為香港主水平基準以上58.48米至59.48米。

3. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
毗連建築物的一段佛光街為香港主水平基準以上46.59米至61.80米。

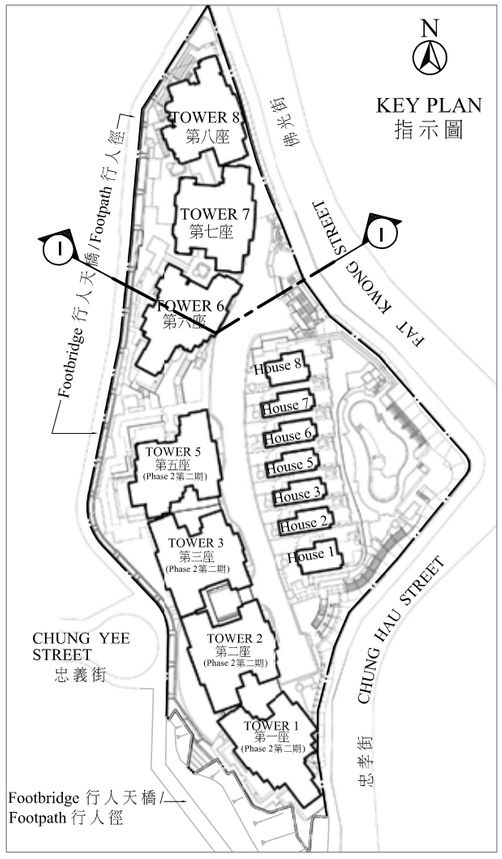
4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
▽ 或 △ 代表香港主水平基準以上的高度（米）。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Tower 6
第6座



Cross - Section Plan I
橫截面圖I



House = 獨立屋

1. ▬ ▬ Dotted line denotes the lowest residential floor of the building in the Phase.
   ▬ ▬ 虛線代表期數建築物之最低住宅樓層水平。

2. The part of footbridge / footpath adjacent to the building is 65.10 metres to 67.74 metres above the Hong Kong Principal Datum.
   毗連建築物的一段行人天橋/行人徑為香港主水平基準以上65.10米至67.74米。

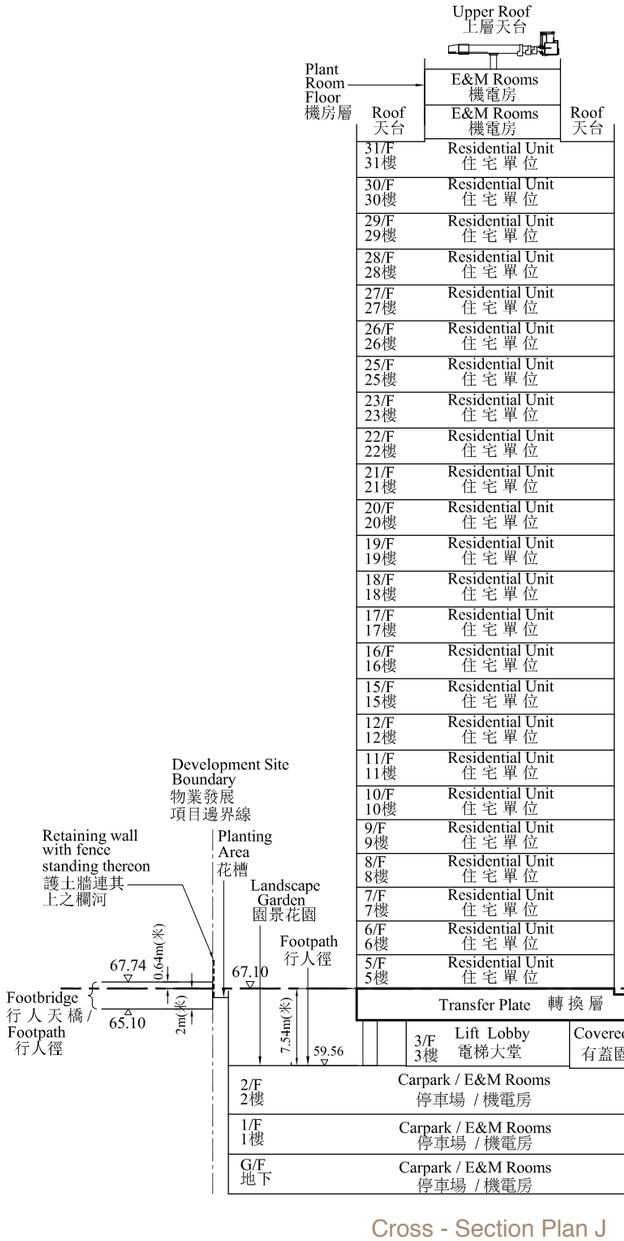
3. Since the Footbridge/Footpath is under construction, its actual final height(s) when completed may differ from the height(s) indicated on the cross section plan.
   由於行人天橋/行人徑仍在興建中，落成後其最終高度可能會與橫截面圖所標示之高度有所差異。

4. The part of Emergency Vehicular Access (EVA) adjacent to the building is 58.48 metres to 59.48 metres above the Hong Kong Principal Datum.
   毗連建築物的一段緊急車輛通道為香港主水平基準以上58.48米至59.48米。

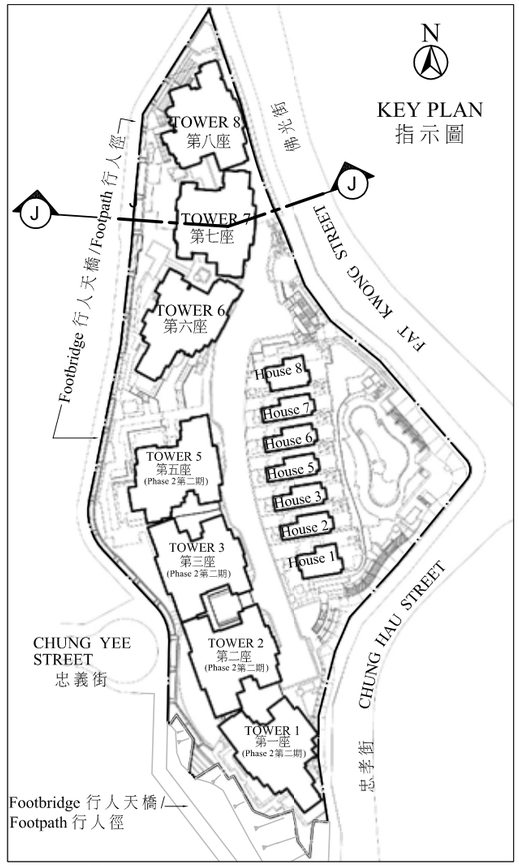
5. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
   毗連建築物的一段佛光街為香港主水平基準以上46.59 米 至61.80米。

6. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度 (米)。

Tower 7
第7座



Cross - Section Plan J
橫截面圖J



House = 獨立屋

1. Dotted line denotes the lowest residential floor of the building in the Phase.
   虛線代表期數建築物之最低住宅樓層水平。

2. The part of footbridge / footpath adjacent to the building is 65.10 metres to 67.74 metres above the Hong Kong Principal Datum.
   毗連建築物的一段行人天橋/行人徑為香港主水平基準以上65.10米至67.74米。

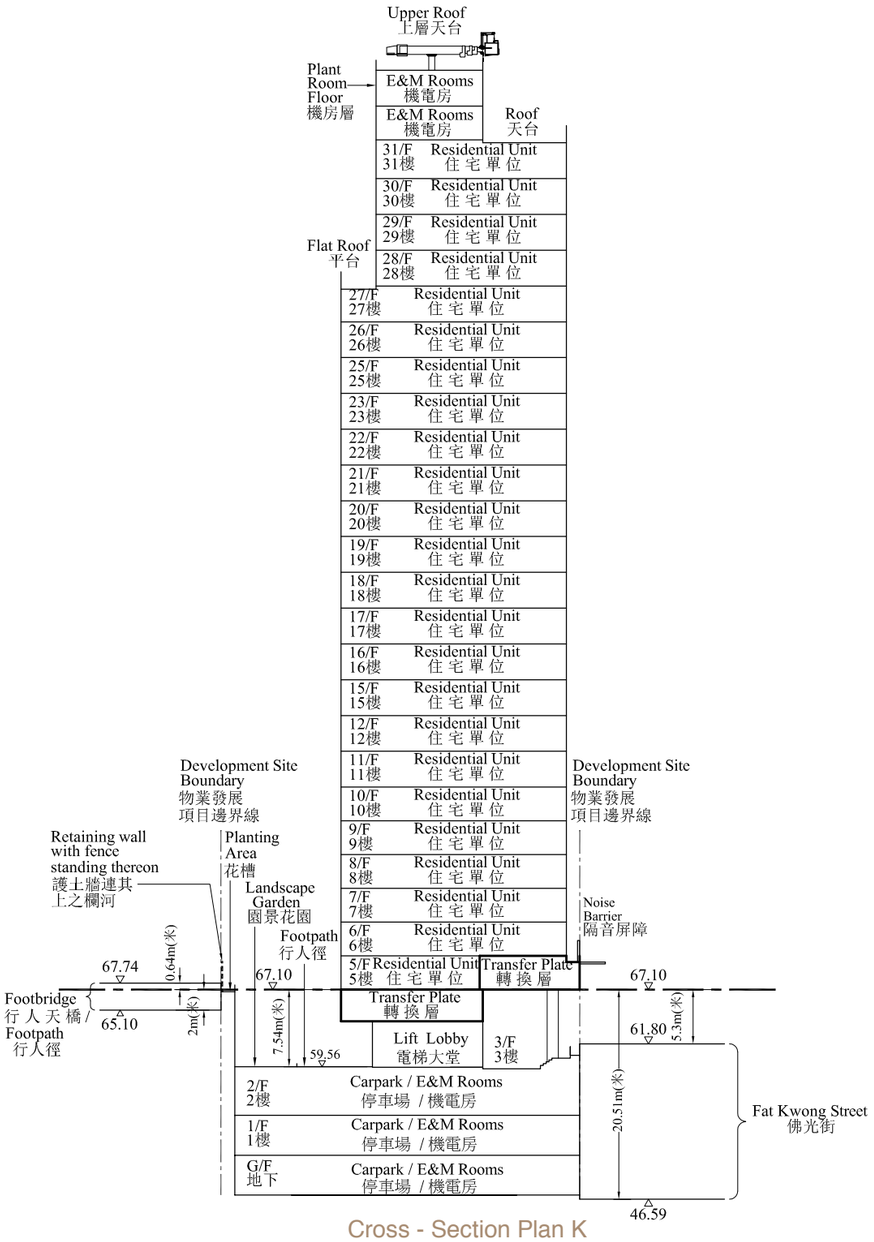
3. Since the Footbridge/Footpath is under construction, its actual final height(s) when completed may differ from the height(s) indicated on the cross section plan.
   由於行人天橋/行人徑仍在興建中，落成後其最終高度可能會與橫截面圖所標示之高度有所差異。

4. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
   毗連建築物的一段佛光街為香港主水平基準以上46.59米至61.80米。

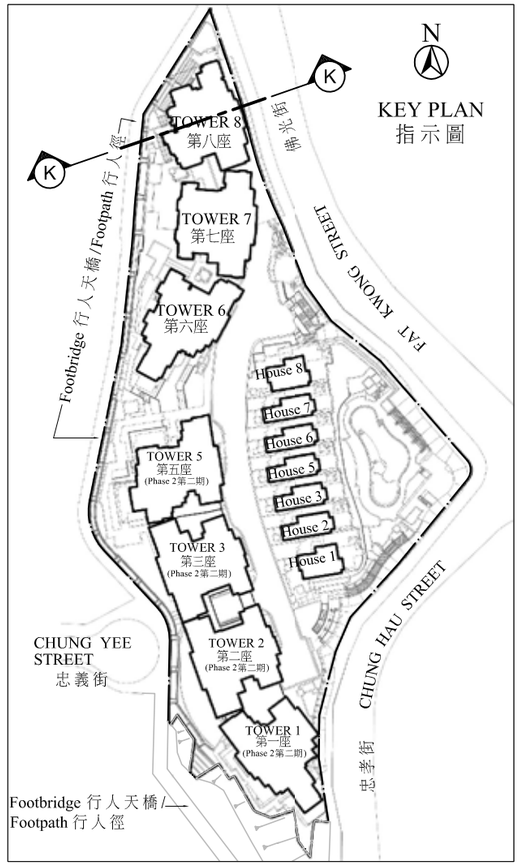
5. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度（米）。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Tower 8
第8座



Cross - Section Plan K
橫截面圖K



House = 獨立屋

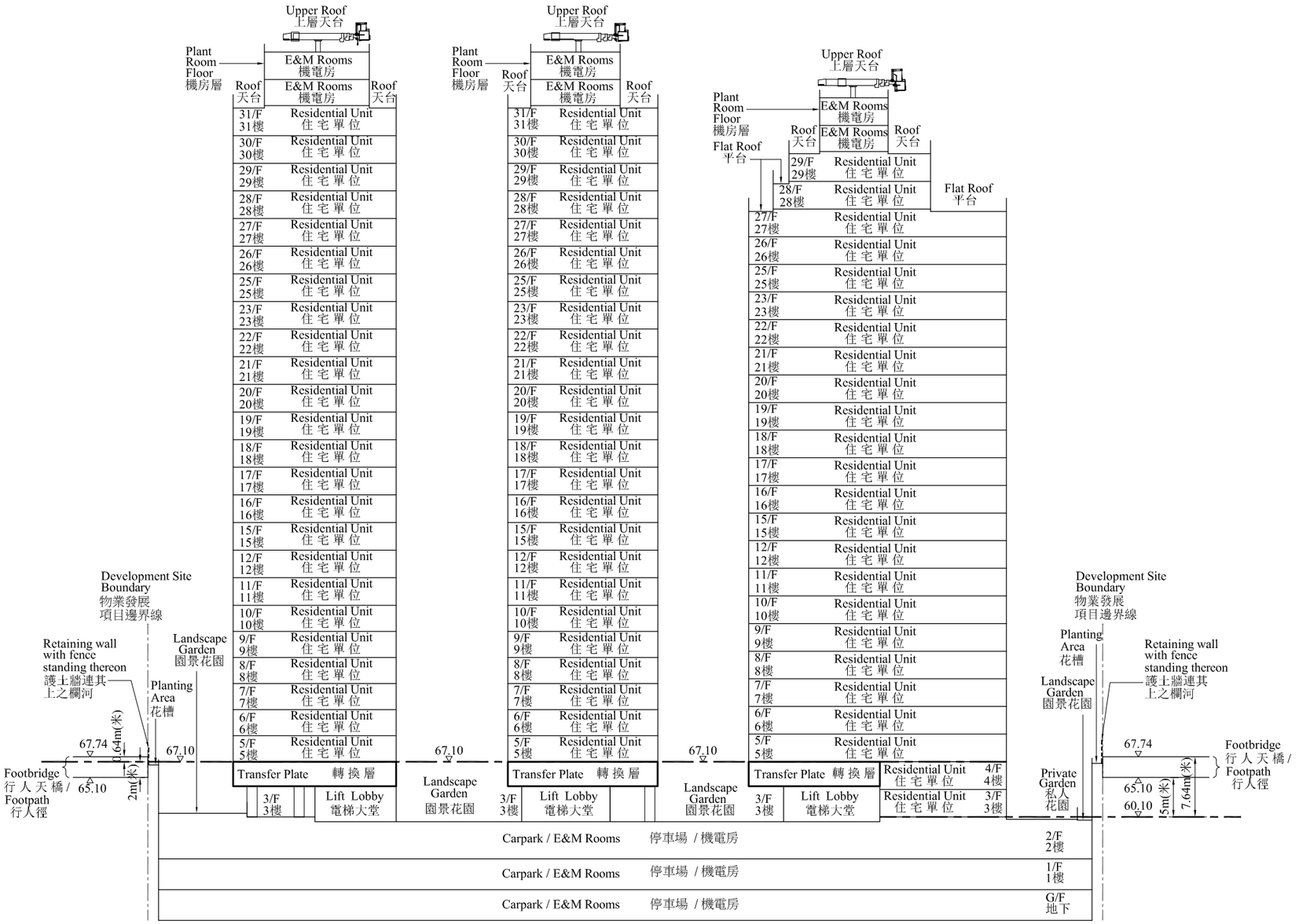
1. ▬·▬ Dotted line denotes the lowest residential floor of the building in the Phase.
   ▬·▬ 虛線代表期數建築物之最低住宅樓層水平。

2. The part of footbridge / footpath adjacent to the building is 65.10 metres to 67.74 metres above the Hong Kong Principal Datum.
   毗連建築物的一段行人天橋/行人徑為香港主水平基準以上65.10米至67.74米。

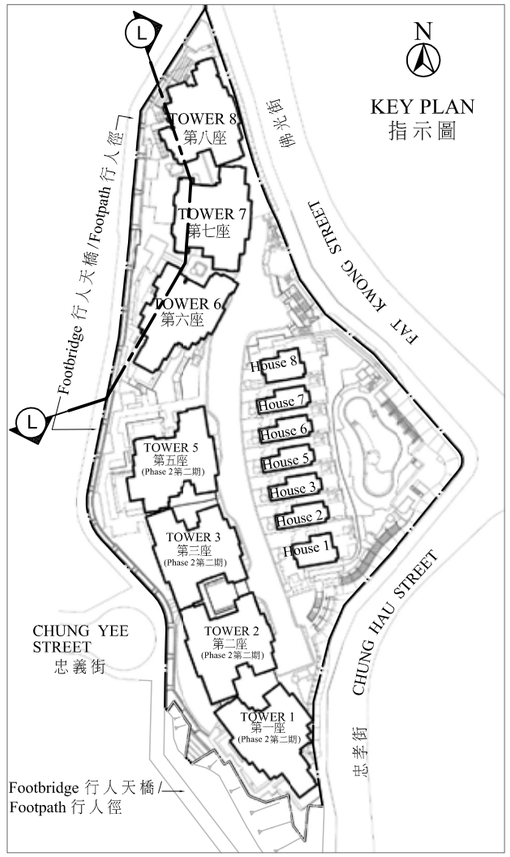
3. Since the Footbridge/Footpath is under construction, its actual final height(s) when completed may differ from the height(s) indicated on the cross section plan.
   由於行人天橋/行人徑仍在興建中，落成後其最終高度可能會與橫截面圖所標示之高度有所差異。

4. The part of Fat Kwong Street adjacent to the building is 46.59 metres to 61.80 metres above the Hong Kong Principal Datum.
   毗連建築物的一段佛光街為香港主水平基準以上46.59米至61.80米。

5. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度（米）。



Cross - Section Plan L
橫截面圖L



House = 獨立屋

1. Dotted line denotes the lowest residential floor of the building in the Phase.
   虛線代表期數建築物之最低住宅樓層水平。

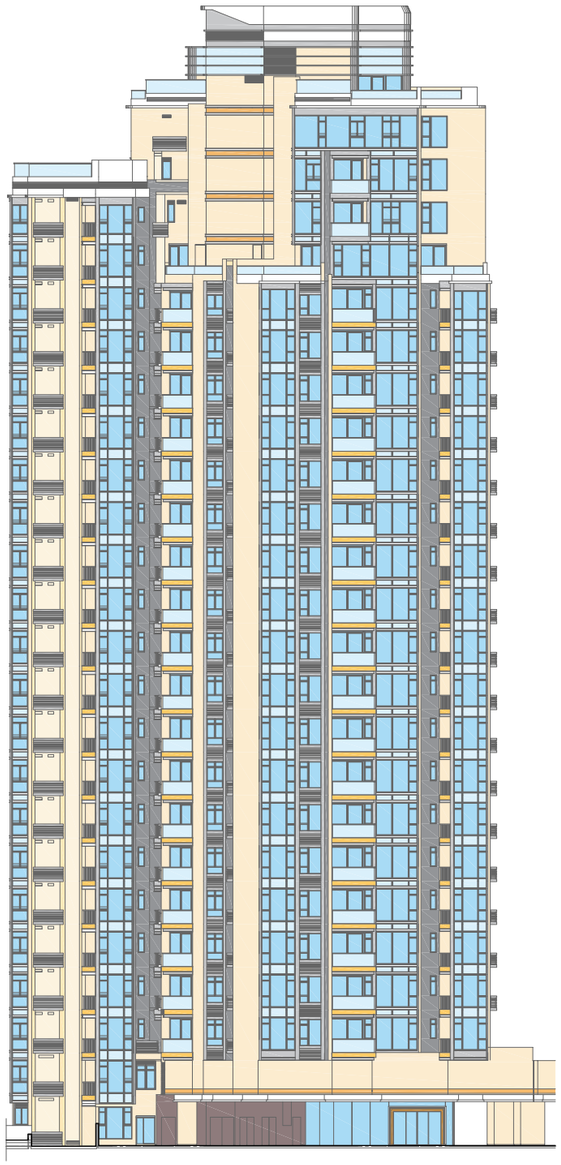
2. The part of footbridge / footpath adjacent to the building is 65.10 metres to 67.74 metres above the Hong Kong Principal Datum.
   毗連建築物的一段行人天橋/行人徑為香港主水平基準以上65.10米至67.74米。

3. Since the Footbridge/Footpath is under construction, its actual final height(s) when completed may differ from the height(s) indicated on the cross section plan.
   由於行人天橋/行人徑仍在興建中，落成後其最終高度可能會與橫截面圖所標示之高度有所差異。

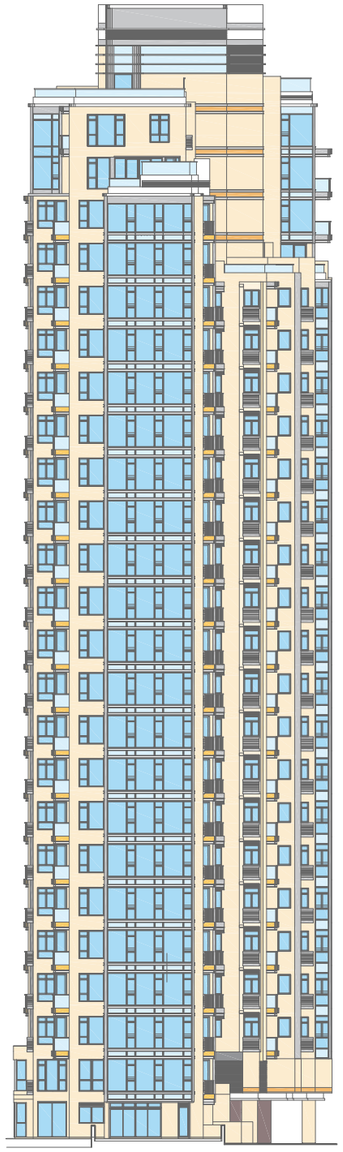
4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
   ▽ 或 △ 代表香港主水平基準以上的高度（米）。

ELEVATION PLAN FOR THE PHASE
期數的立面圖

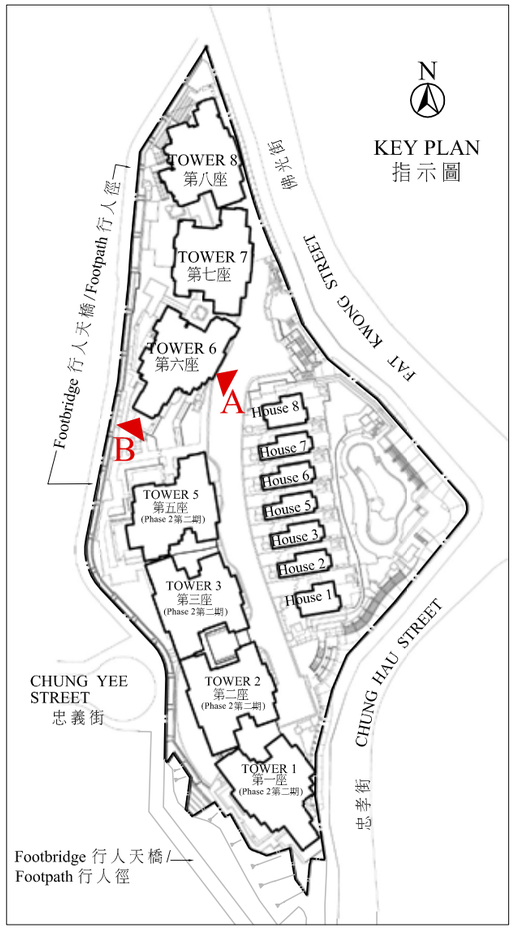
TOWER 6
第6座



Tower 6 Elevation A
第6座 立面A



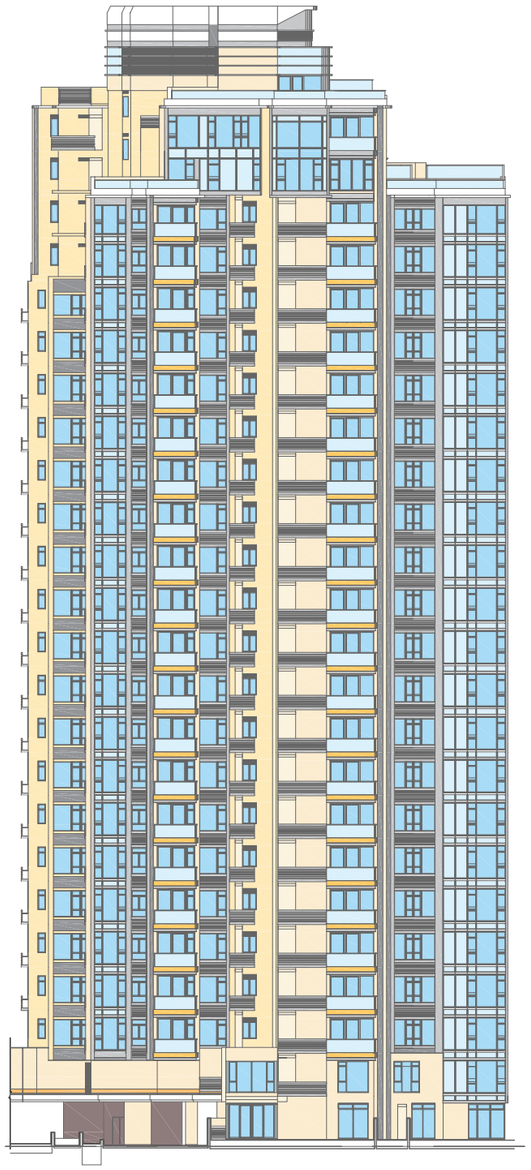
Tower 6 Elevation B
第6座 立面B



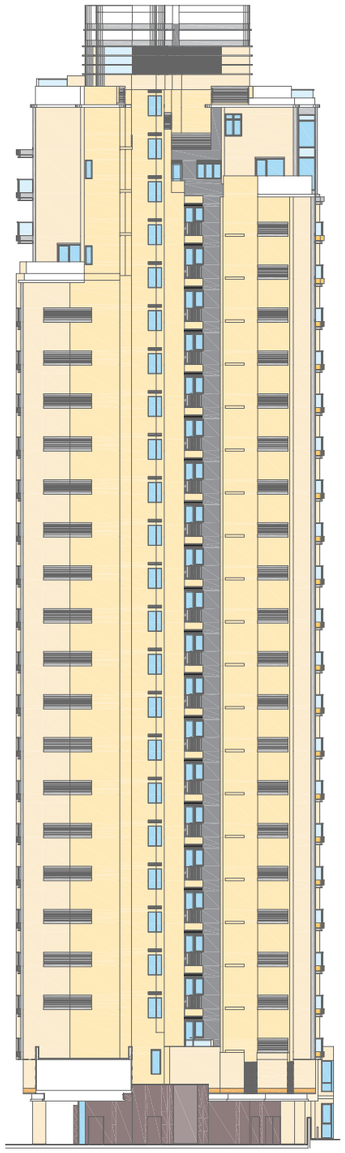
Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved buildings plans for the Phase as of 5th November,2015; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2015年11月5日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

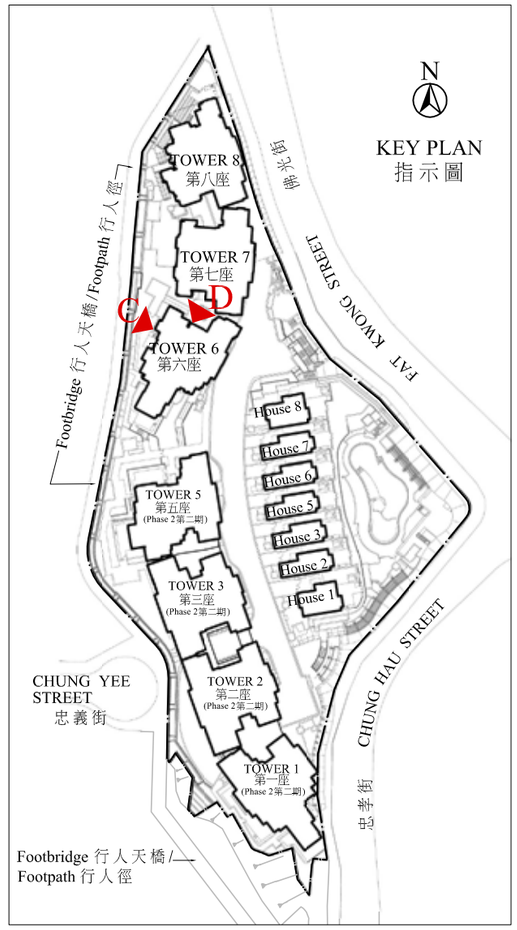
TOWER 6
第6座



Tower 6 Elevation C
第6座 立面C



Tower 6 Elevation D
第6座 立面D

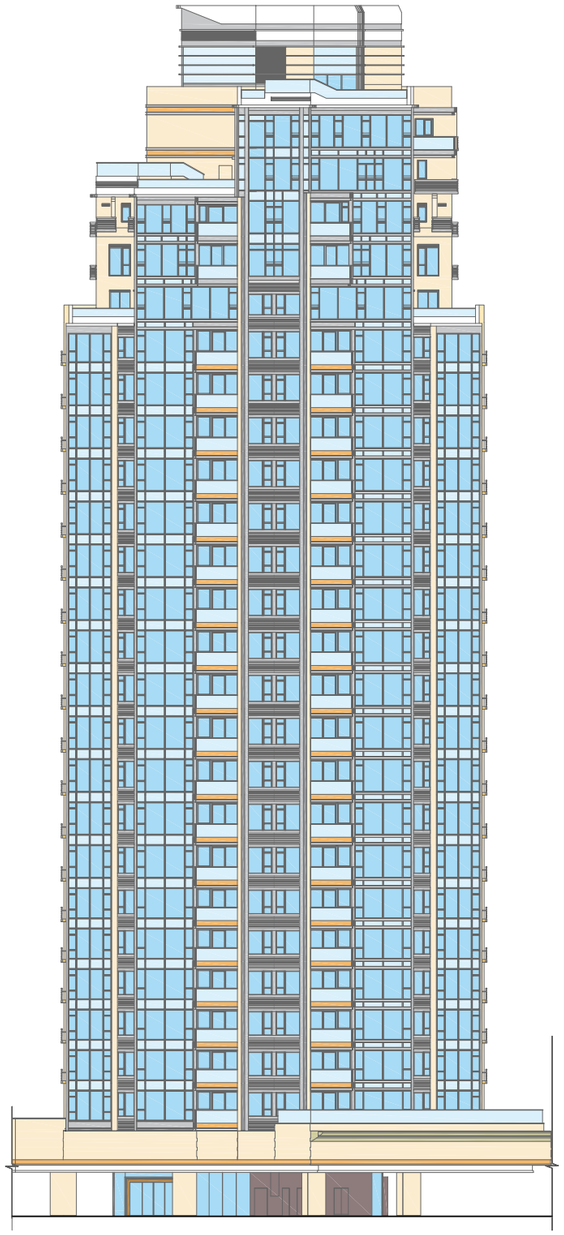


Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved buildings plans for the Phase as of 5th November,2015; and
(b) are in general accordance with the outward appearance of the Phase.

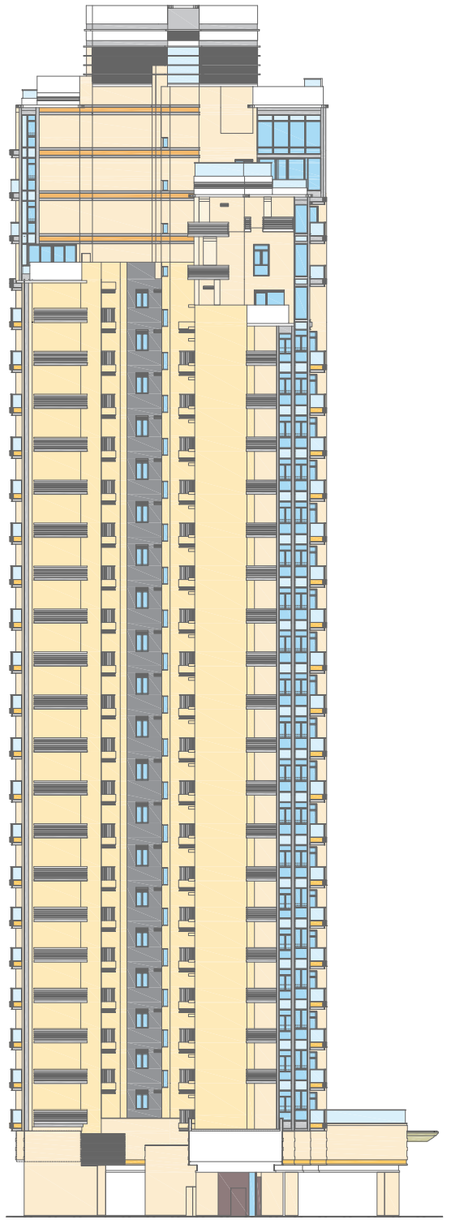
期數的認可人士證明本圖顯示的立面：
(a) 以2015年11月5日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數的立面圖

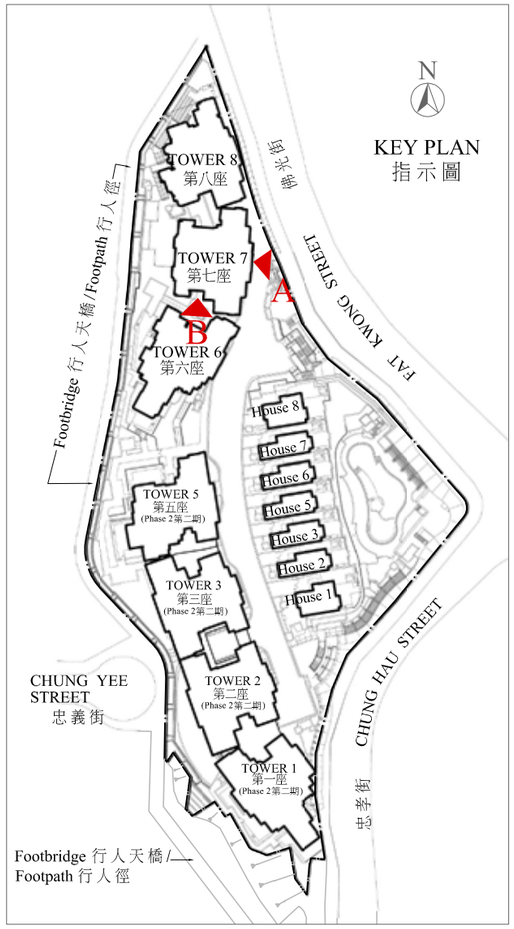
TOWER 7
第7座



Tower 7 Elevation A
第7座 立面A



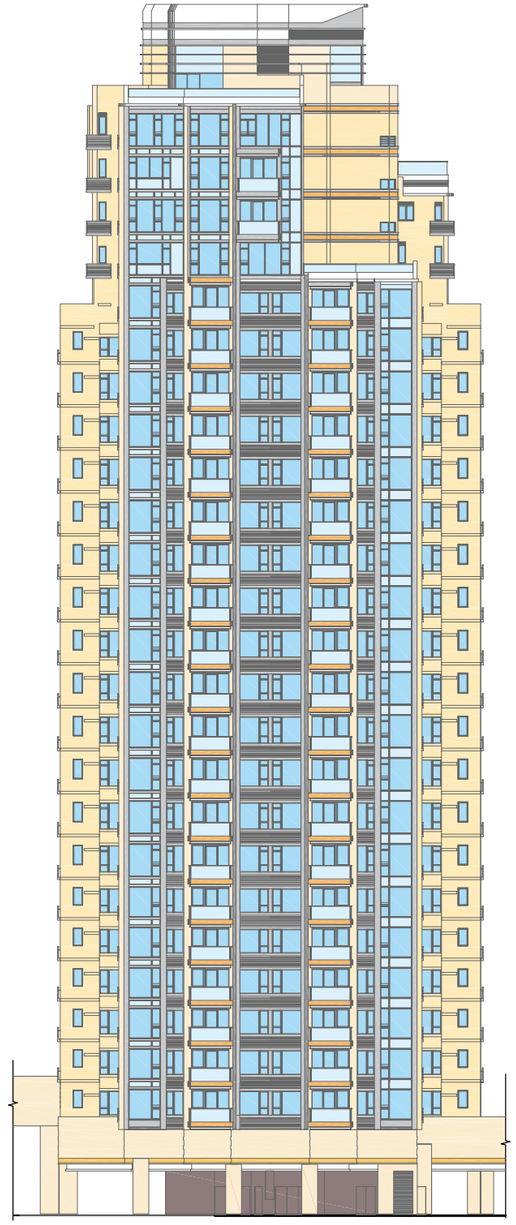
Tower 7 Elevation B
第7座 立面B



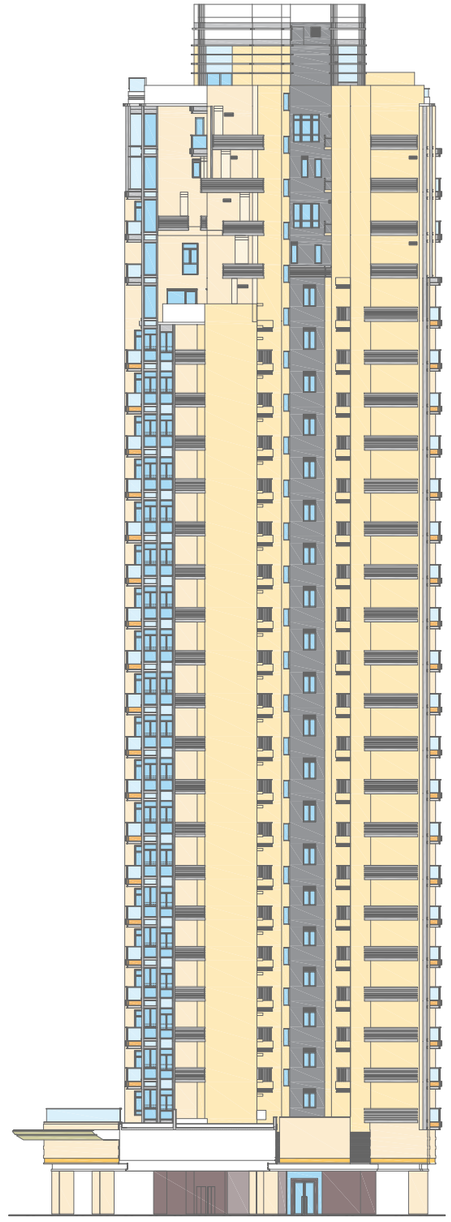
Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved buildings plans for the Phase as of 7th August,2015; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2015年8月7日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

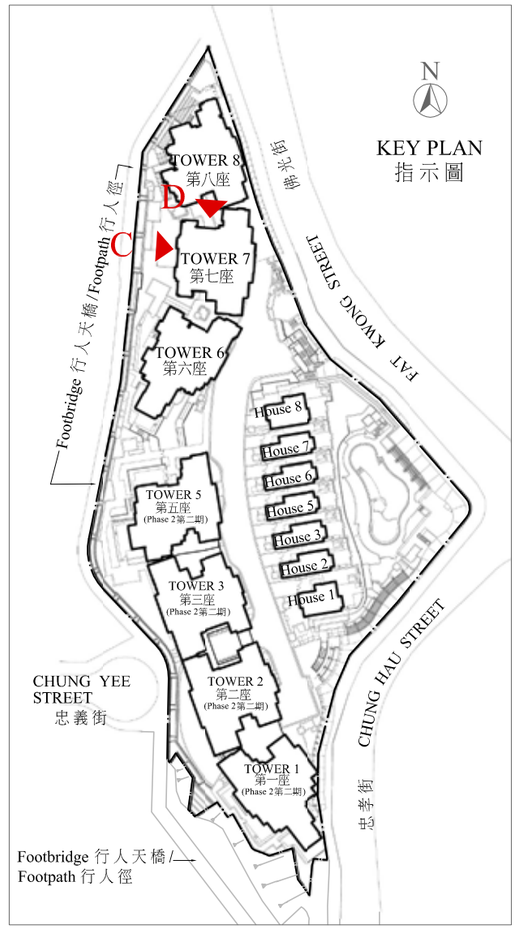
TOWER 7
第7座



Tower 7 Elevation C
第7座 立面C



Tower 7 Elevation D
第7座 立面D



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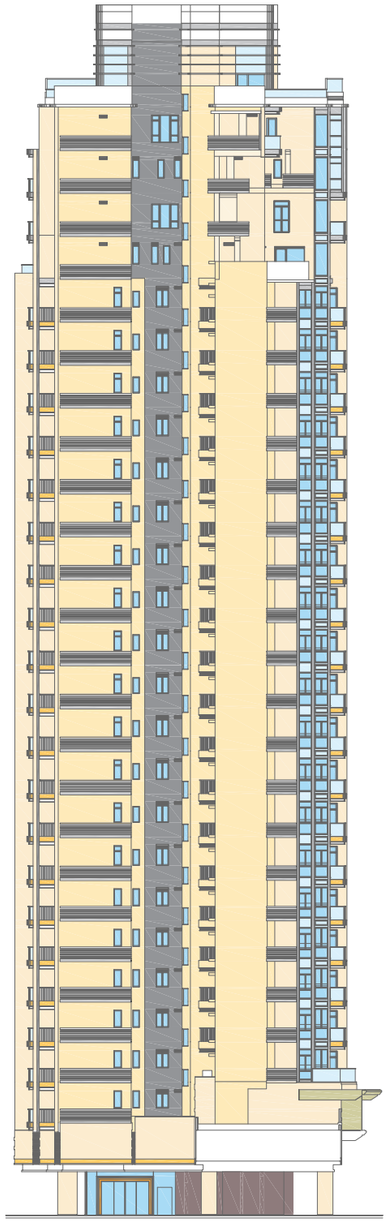
期數的認可人士證明本圖顯示的立面：
(a) 以2015年8月7日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數的立面圖

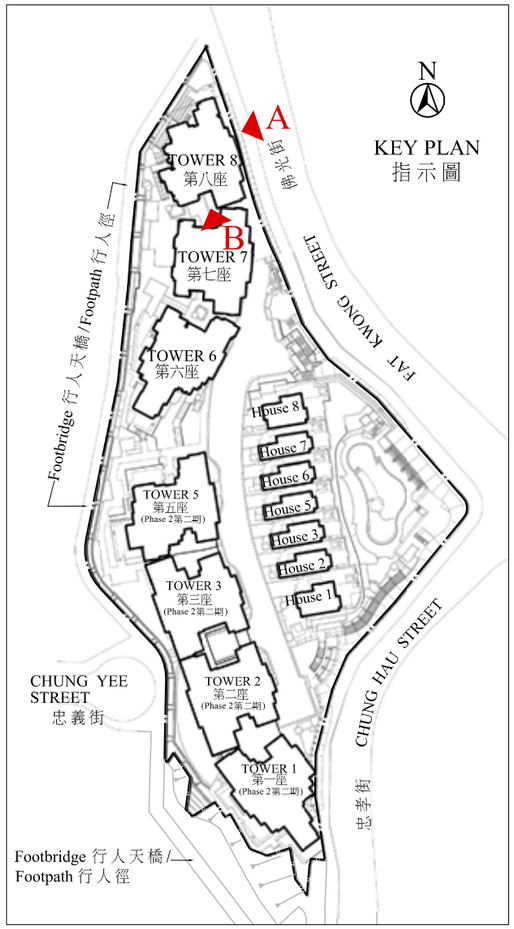
TOWER 8
第8座



Tower 8 Elevation A
第8座 立面A



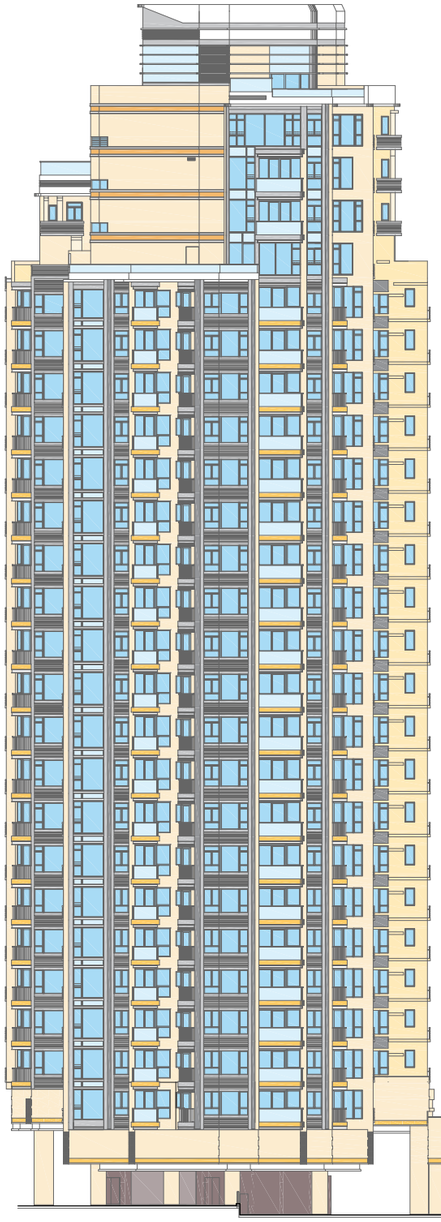
Tower 8 Elevation B
第8座 立面B



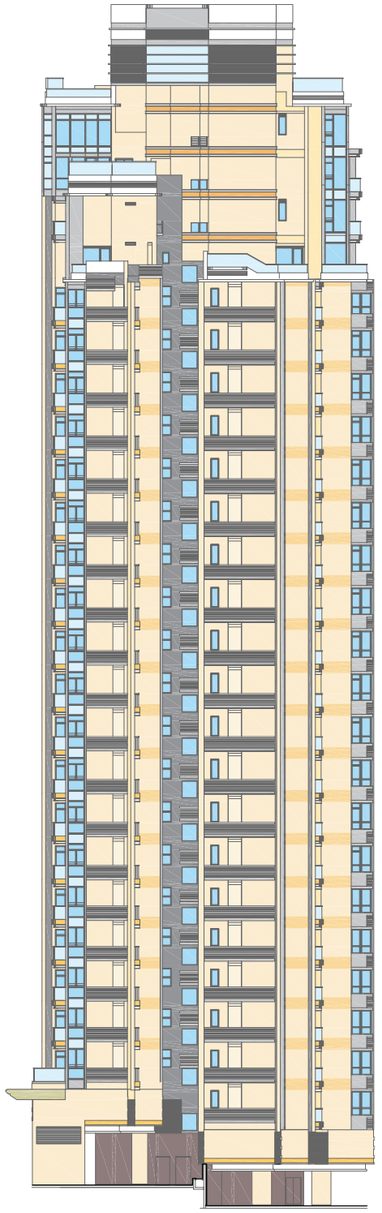
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(a) 以2015年8月7日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

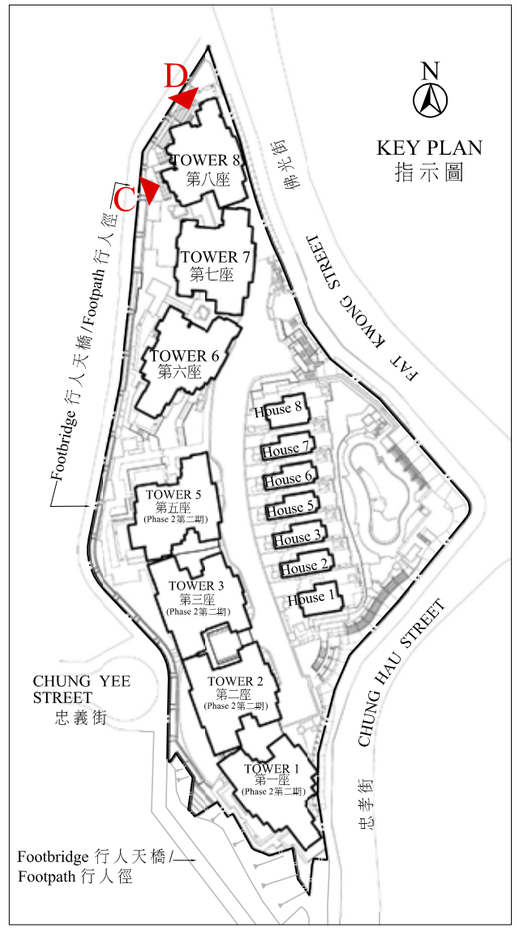
TOWER 8
第8座



Tower 8 Elevation C
第8座 立面C



Tower 8 Elevation D
第8座 立面D



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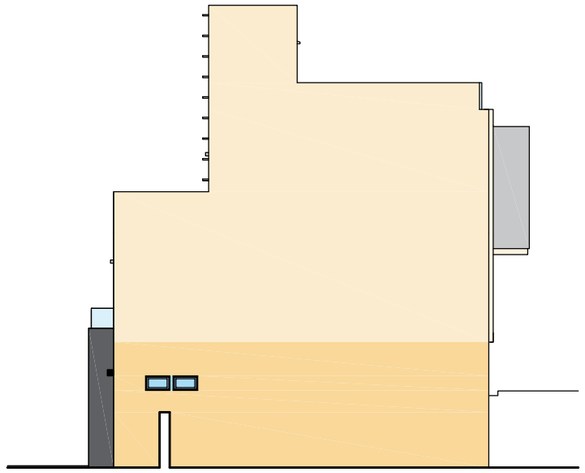
期數的認可人士證明本圖顯示的立面：
(a) 以2015年8月7日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數的立面圖

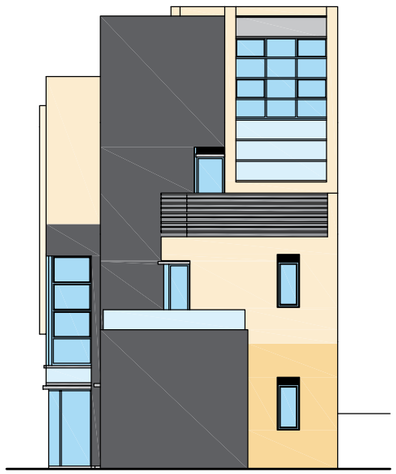
HOUSE 1
1號獨立屋



House 1 Elevation A
1號獨立屋 立面A



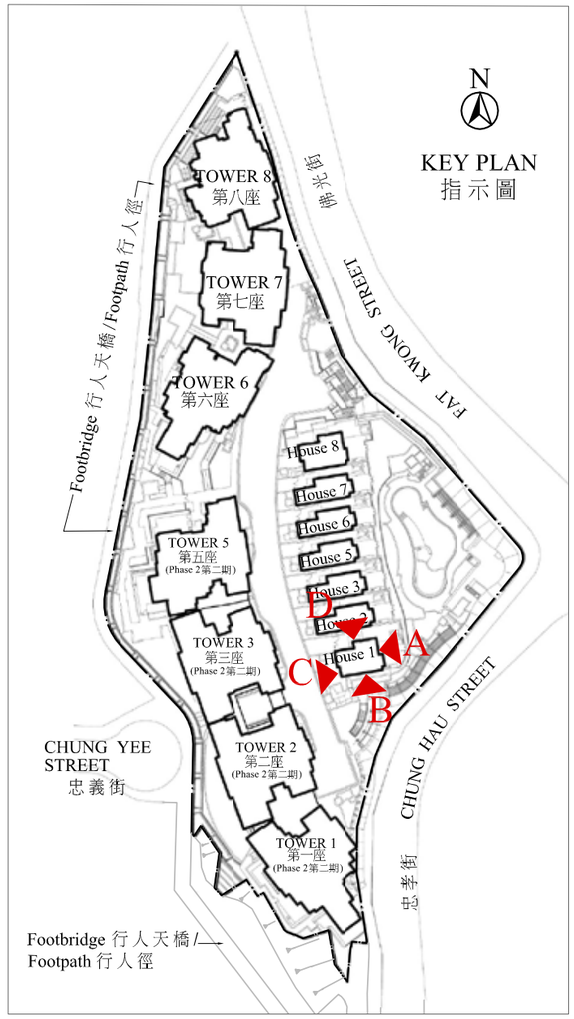
House 1 Elevation B
1號獨立屋 立面B



House 1 Elevation C
1號獨立屋 立面C



House 1 Elevation D
1號獨立屋 立面D

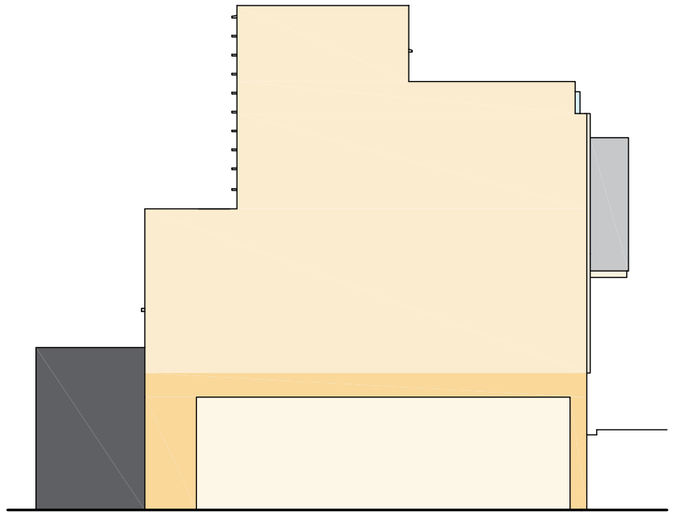


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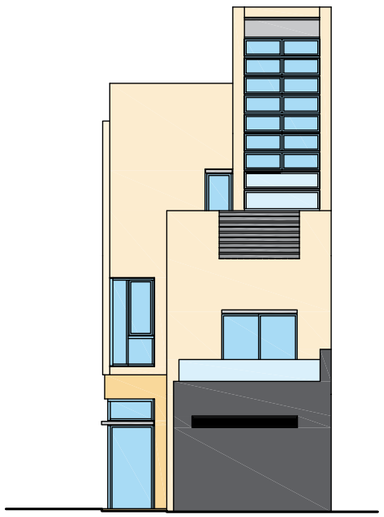
期數的認可人士證明本圖顯示的立面：
(a) 以2015年11月5日的情況為準的期數的經批准的建築圖則為基礎擬備；及
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House 2 Elevation A
2號獨立屋 立面A



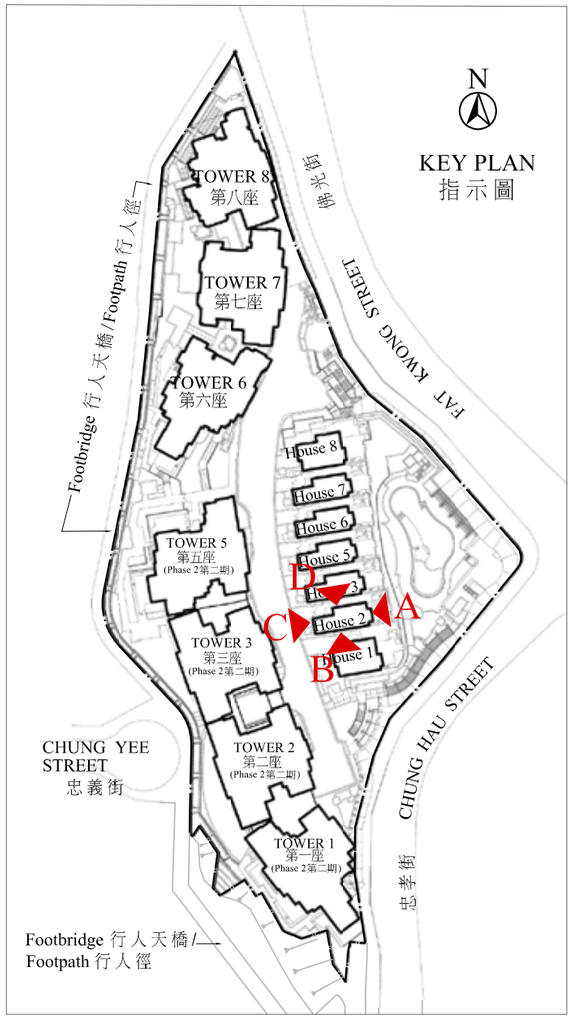
House 2 Elevation B
2號獨立屋 立面B



House 2 Elevation C
2號獨立屋 立面C



House 2 Elevation D
2號獨立屋 立面D



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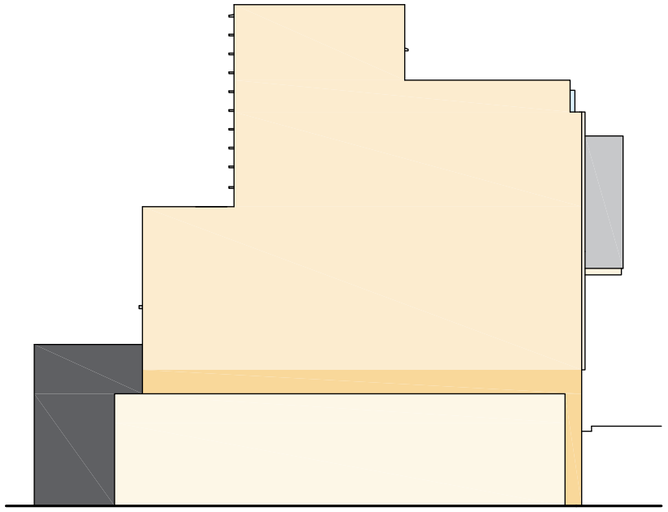
期數的認可人士證明本圖顯示的立面：
(a) 以2015年11月5日的情況為準的期數的經批准的建築圖則為基礎擬備；及
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ELEVATION PLAN FOR THE PHASE
期數的立面圖

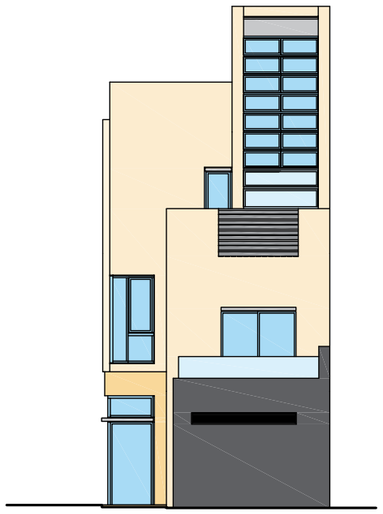
HOUSE 3
3號獨立屋



House 3 Elevation A
3號獨立屋 立面A



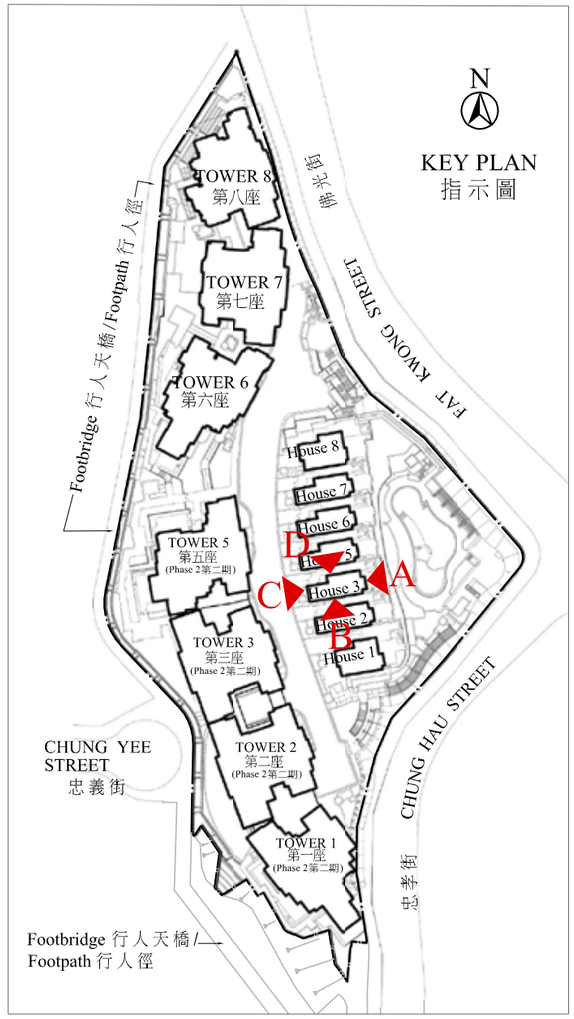
House 3 Elevation B
3號獨立屋 立面B



House 3 Elevation C
3號獨立屋 立面C



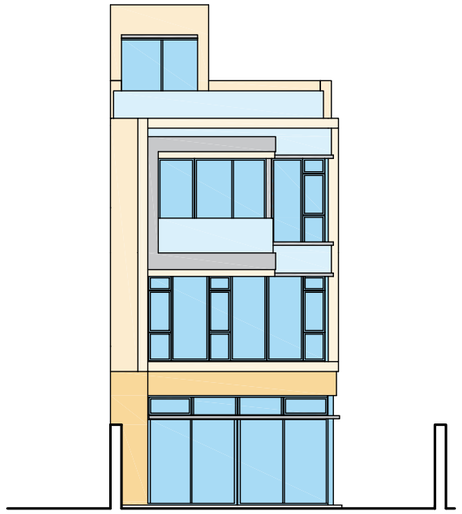
House 3 Elevation D
3號獨立屋 立面D



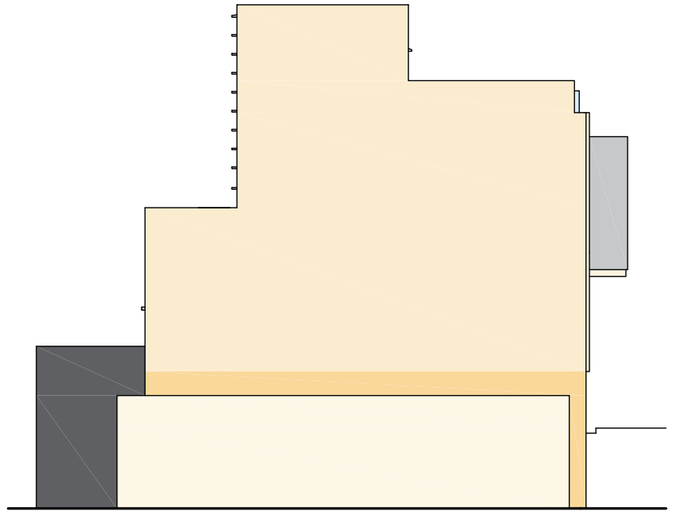
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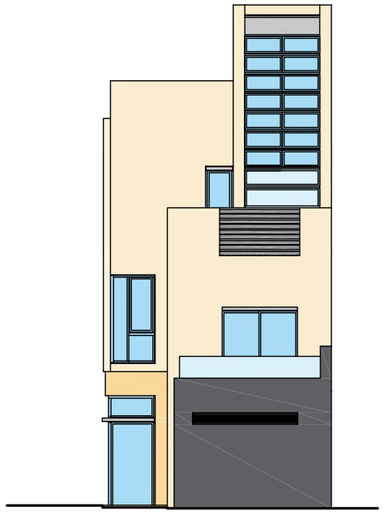
HOUSE 5
5號獨立屋



House 5 Elevation A
5號獨立屋 立面A



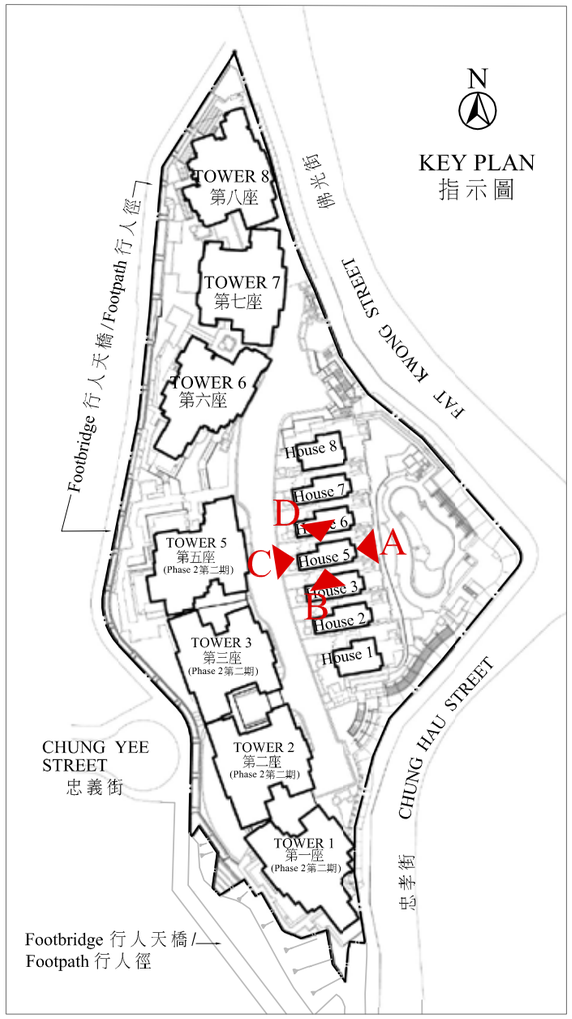
House 5 Elevation B
5號獨立屋 立面B



House 5 Elevation C
5號獨立屋 立面C



House 5 Elevation D
5號獨立屋 立面D



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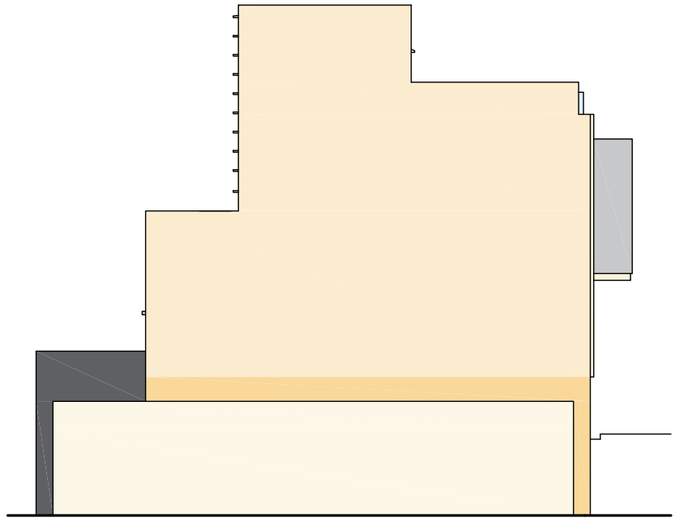
期數的認可人士證明本圖顯示的立面：
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ELEVATION PLAN FOR THE PHASE
期數的立面圖

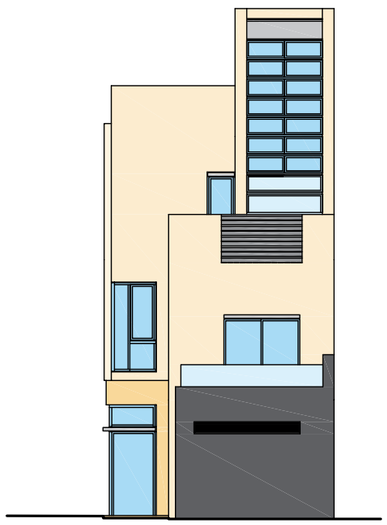
HOUSE 6
6號獨立屋



House 6 Elevation A
6號獨立屋 立面A



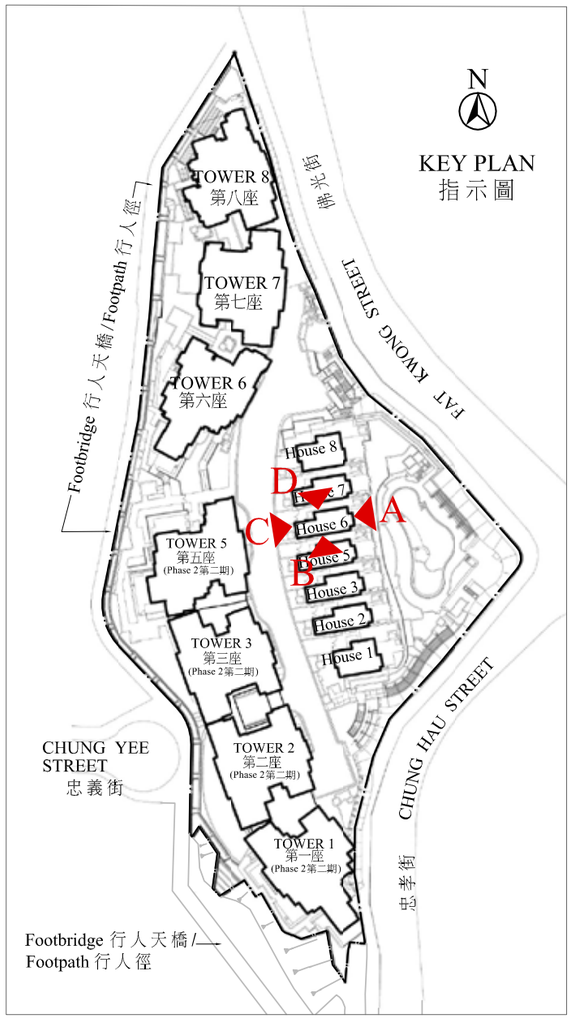
House 6 Elevation B
6號獨立屋 立面B



House 6 Elevation C
6號獨立屋 立面C



House 6 Elevation D
6號獨立屋 立面D

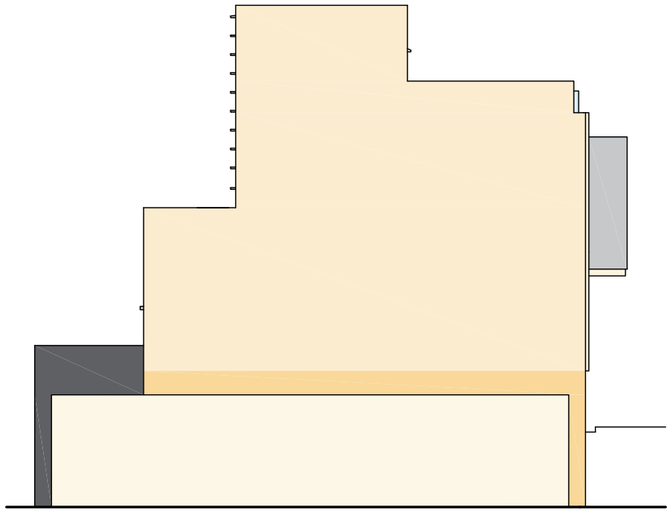


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期數的認可人士證明本圖顯示的立面：
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(b) 大致上與期數的外觀一致。



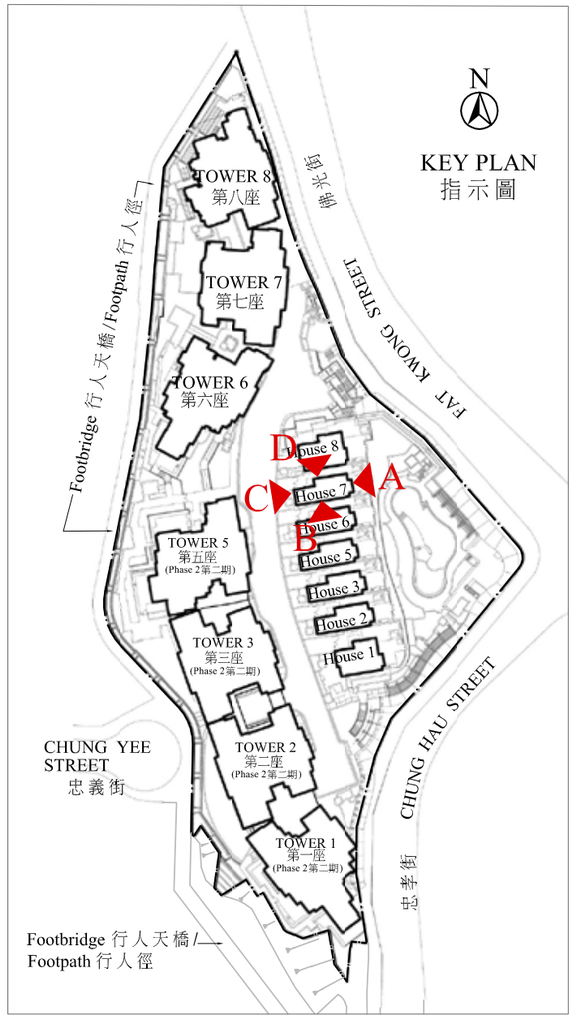
House 7 Elevation A
7號獨立屋 立面A



House 7 Elevation B
7號獨立屋 立面B

House 7 Elevation C
7號獨立屋 立面C

House 7 Elevation D
7號獨立屋 立面D



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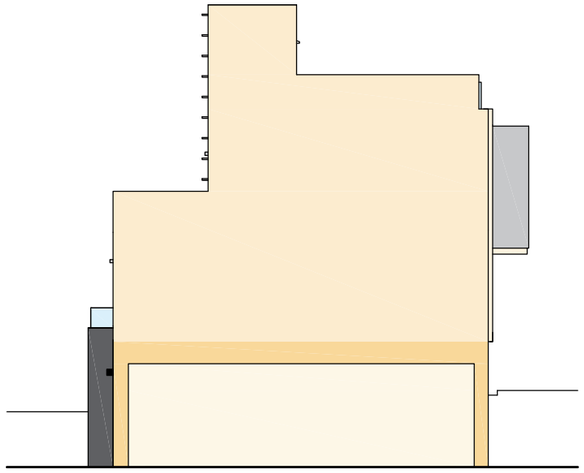
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ELEVATION PLAN FOR THE PHASE
期數的立面圖

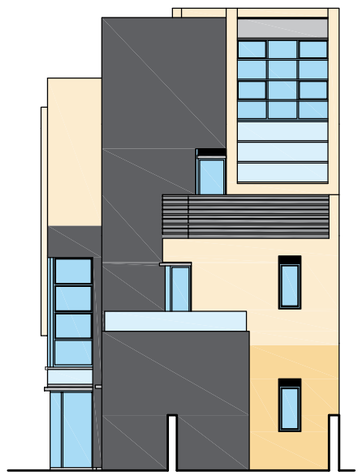
HOUSE 8
8號獨立屋



House 8 Elevation A
8號獨立屋 立面A



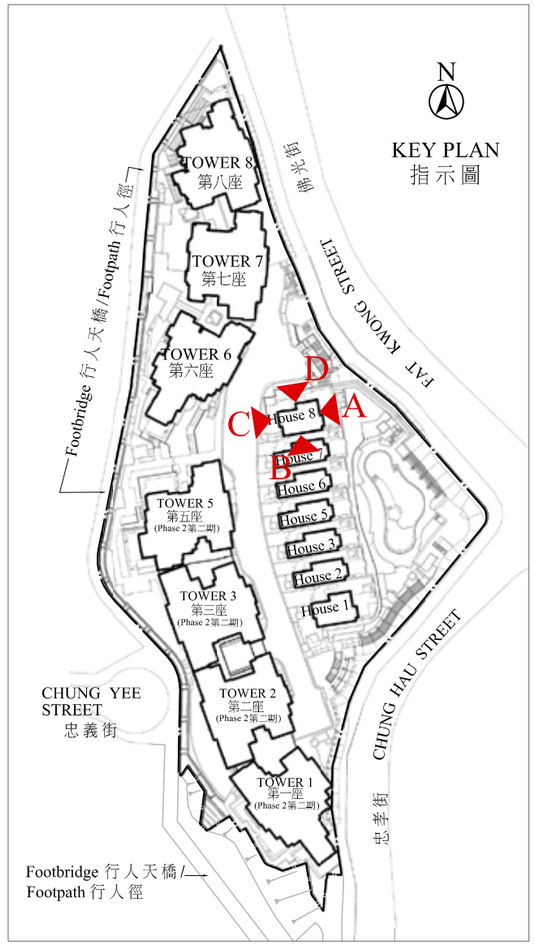
House 8 Elevation B
8號獨立屋 立面B



House 8 Elevation C
8號獨立屋 立面C



House 8 Elevation D
8號獨立屋 立面D



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(a) 以2015年11月5日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE PHASE
期數中的公用設施的資料

		Covered 有蓋		Uncovered 露天		Total Area 總面積	
		sq. m. 平方米	sq. ft. 平方呎	sq. m. 平方米	sq. ft. 平方呎	sq. m. 平方米	sq. ft. 平方呎
Residents' Clubhouse (including any recreational facilities for residents' use) 住客會所 （包括供住客使用的任何康樂設施）	G/F to 2/F 地下至2樓	501.412	5,397.199	718.811	7,737.282	1,220.223	13,134.480
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as communal sky graden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方（不論是稱為公用空中花園或有其他名稱）	3/F or above 3樓或以上	2,165.729	23,311.907	3,583.791	38,575.926	5,749.520	61,887.833
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方（不論是稱為有蓋及園景的遊樂場或有其他名稱）	2/F or below 2樓或以下	N/A 不適用	N/A 不適用	497.516	5,355.262	497.516	5,355.262

Notes:
Area in square feet are converted at a rate of 1 square metre to 10.764 feet, and rounded off to 3 decimal places, which may be slightly different from the area presented in square metre.

備註：
以平方呎顯示之面積均依據1平方米＝10.764平方呎換算，並以四捨五入至小數後三個位，與以平方米表述之面積可能有些微差異。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱覽圖則及公契

1. A copy of the outline zoning plans relating to the development is available at www.ozp.tpb.gov.hk.

2. A copy of every deed of mutual covenant in respect of the residential property that has been executed is available for inspection at the place at which the residential property is offered to be sold.

3. The inspection is free of charge.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為www.ozp.tpb.gov.hk。

2. 關於住宅物業每一已簽立的公契存放在住宅物業的售樓處，以供閱覽。

3. 無須為閱覽付費。