

AREA SCHEDULE 面積表

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
2/F - 46/F	RA	69.419 (747) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	3.068 (33)	—	—	—	—	—	—	—	—
	RB	69.535 (748) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	3.068 (33)	—	—	—	—	—	—	—	—
	RC	47.823 (515) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	1.829 (20)	—	—	—	—	—	—	—	—
	RD	48.884 (526) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	1.755 (19)	—	—	—	—	—	—	—	—
	RE	48.319 (520) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	1.918 (21)	—	—	—	—	—	—	—	—

實用面積以及露台、工作平台樓面面積，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。  
The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 註Note:
- 上述所列之面積則以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，平方呎與平方米之數字可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
  - 發展項目住宅物業並無陽台。  
There is no verandah in the residential properties in the Development.

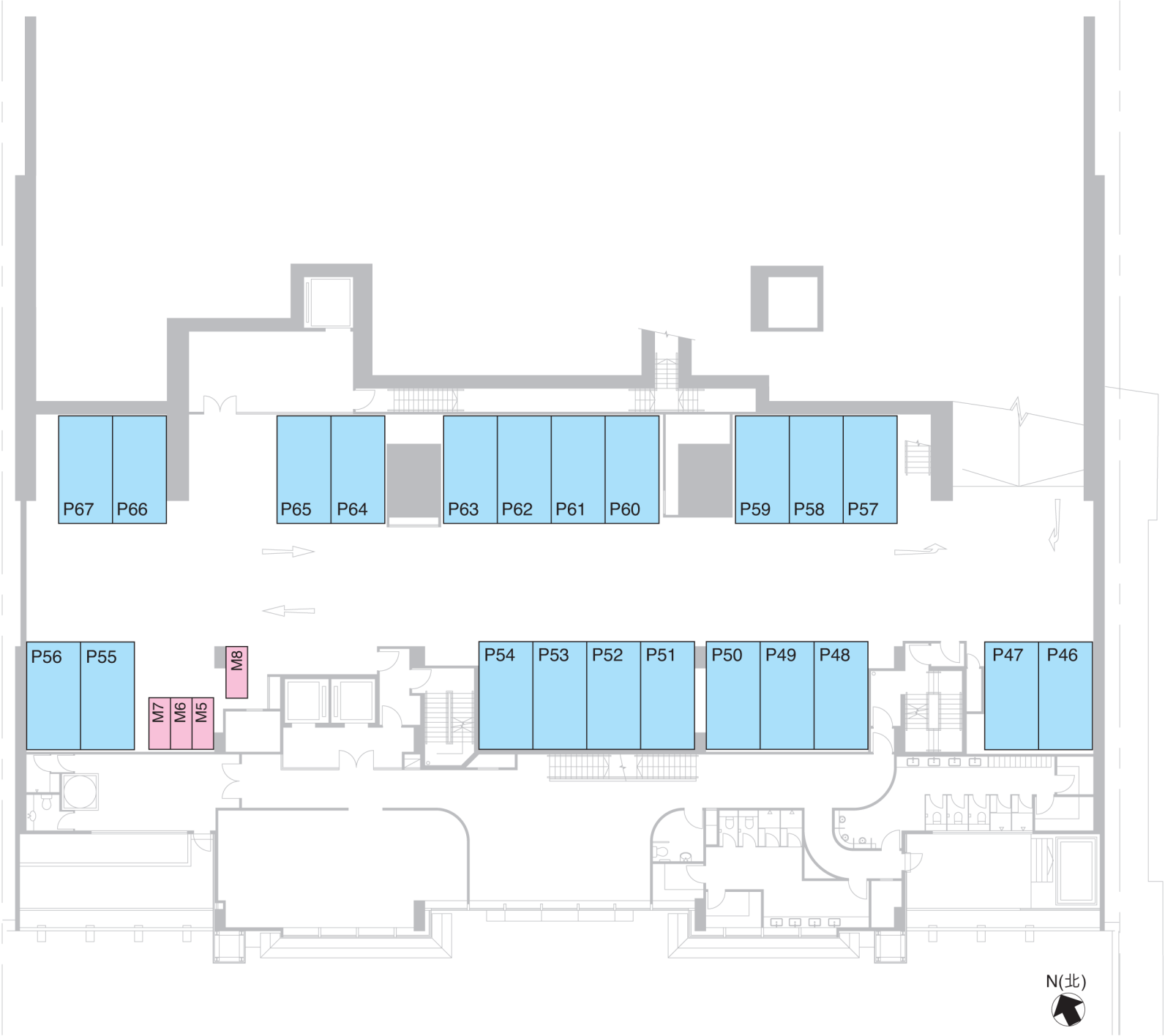
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樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
47/F	RA	69.419 (747) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	3.068 (33)	—	—	—	—	—	—	—	—
	RB	69.535 (748) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	3.068 (33)	—	—	—	—	—	—	—	—
	RC	47.823 (515) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	1.829 (20)	—	—	—	—	28.529 (307)	—	—	—
	RD	48.884 (526) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	1.755 (19)	—	—	—	—	47.892 (516)	—	—	—
	RE	48.319 (520) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	1.918 (21)	—	—	—	—	25.222 (271)	—	—	—
48/F - 49/F	RA	123.012 (1,324) 露台 Balcony: 2.765 (30) 工作平台 Utility Platform: 1.500 (16)	—	4.903 (53)	—	7.315 (79)	48.542 (523)	—	—	—	—	—

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The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
  - 2. 發展項目住宅物業並無陽台。  
There is no verandah in the residential properties in the Development.

1樓夾層停車場  
Mezzanine Level 1 Floor Carpark



住客停車位  
Residential Parking Space

電單車停車位  
Motor Cycle Parking Space

停車位類別 Category of parking space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個車位面積 Area Per Each Space
住客停車位 Residential Parking Space	22	2.5米m x 5米m	12.5平方米m²
電單車停車位 Motor Cycle Parking Space	4	1米m x 2.4米m	2.4平方米m²

2樓夾層停車場  
Mezzanine Level 2 Floor Carpark



停車位類別 Category of parking space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個車位面積 Area Per Each Space
住客停車位 Residential Parking Space	31	2.5米m x 5米m	12.5平方米m²
電單車停車位 Motor Cycle Parking Space	4	1米m x 2.4米m	2.4平方米m²

3樓夾層停車場  
Mezzanine Level 3 Floor Carpark



- 住客停車位  
Residential Parking Space
- 訪客停車位  
Visitor's Parking Space

停車位類別 Category of parking space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個車位面積 Area Per Each Space
住客停車位 Residential Parking Space	14	2.5米m x 5米m	12.5平方米m²
訪客停車位 Visitor's Parking Space	5	2.5米m x 5米m	12.5平方米m²

- (a) 在簽署臨時買賣合約時須支付款額為5% 的臨時訂金。
  - (b) 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。
  - (c) 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。
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- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
  - (b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
  - (c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—
    - (i) that 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. (a) 公用部分指所有在土地內符合以下條件的區域、系統、裝備、設備、機器、固定裝置、裝置、管道及其他物件：
- (i) 該部分為土地或其部分的所有業主、佔用人、被許可人或被邀請人共用及共同利益；
  - (ii) 該部分符合建築物管理條例(第344章)第2條中「公用部分」的定義；或
  - (iii) 該部分為業主根據公契第14.13條不時指定的公用部分。
- 上述包括部分入口大堂、樓梯、升降機、康樂設施、外牆等。
- (b) 公用部分分為發展項目公用部分(提供或安裝給發展項目不同住宅物業、住客停車位及電單車停車位的業主、佔用人、被許可人及被邀請人共同使用與享用)、住宅公用部分(提供或安裝給發展項目不同住宅物業的業主、佔用人、被許可人及被邀請人共同使用與享用)及停車位公用部分(提供或安裝給發展項目不同停車位的業主、佔用人、被許可人及被邀請人共同使用與享用)。
- (c) 業主及其租客、被許可人及被邀請人有權為了正當使用與享用他的單位有關的一切目的使用公用部分。
- (d) 除非已經取得業主委員會的批准，業主不得轉變任何公用部分供他個人使用或享用。
- (e) 業主不得阻塞公用部分、留下垃圾箱、垃圾、傢具或其他物品，亦不得在該等地方作出任何事情，以致可能或成為對該土地或任何毗鄰房產的任何其他業主或佔用人造成滋擾。
- (f) 業主不得更改公用部分或作出任何事情，以致管理人認為會干涉或損壞公用部分或對公用部分的正常運作有不利影響。
- (g) 管理人具有控制公用部分和全面控制與管理公用部分的獨有權利。管理人須作為全體業主的受託人持有公用部分的業權份數及公用部分。

2. 分配予發展項目中的每個住宅物業的不分割份數：

分配予發展項目各住宅物業之不分割份數為一分數。其分子即表中所列之不分割份數數目，其分母為21,833，即發展項目不分割份數總數。

樓層	單位									
	LA	LB	LC	LD	LE	RA	RB	RC	RD	RE
1/F	65	66	44	45	45	65	66	45	46	44
2/F	64	65	44	45	45	64	65	45	46	44
3/F	64	65	44	45	45	64	65	45	46	44
5/F	64	65	44	45	45	64	65	45	46	44
6/F	64	65	44	45	45	64	65	45	46	44
7/F	64	65	44	45	45	64	65	45	46	44

樓層	單位									
	LA	LB	LC	LD	LE	RA	RB	RC	RD	RE
8/F	64	65	44	45	45	64	65	45	46	44
9/F	64	65	44	45	45	64	65	45	46	44
10/F	64	65	44	45	45	64	65	45	46	44
11/F	64	65	44	45	45	64	65	45	46	44
12/F	64	65	44	45	45	64	65	45	46	44
15/F	64	65	44	45	45	64	65	45	46	44
16/F	64	65	44	45	45	64	65	45	46	44
17/F	64	65	44	45	45	64	65	45	46	44
18/F	64	65	44	45	45	64	65	45	46	44
19/F	64	65	44	45	45	64	65	45	46	44
20/F	64	65	44	45	45	64	65	45	46	44
21/F	64	65	44	45	45	64	65	45	46	44
22/F	64	65	44	45	45	64	65	45	46	44
25/F	64	65	44	45	45	64	65	45	46	44
26/F	64	65	44	45	45	64	65	45	46	44
27/F	64	65	44	45	45	64	65	45	46	44
28/F	64	65	44	45	45	64	65	45	46	44
29/F	64	65	44	45	45	64	65	45	46	44
30/F	64	65	44	45	45	64	65	45	46	44
31/F	64	65	44	45	45	64	65	45	46	44
32/F	64	65	44	45	45	64	65	45	46	44
33/F	64	65	44	45	45	64	65	45	46	44
35/F	64	65	44	45	45	64	65	45	46	44
36/F	64	65	44	45	45	64	65	45	46	44
37/F	64	65	44	45	45	64	65	45	46	44
38/F	64	65	44	45	45	64	65	45	46	44
39/F	64	65	44	45	45	64	65	45	46	44
40/F	64	65	44	45	45	64	65	45	46	44
41/F	64	65	44	45	45	64	65	45	46	44
42/F	64	65	44	45	45	64	65	45	46	44
43/F	64	65	44	45	45	64	65	45	46	44
45/F	64	65	44	45	45	64	65	45	46	44
46/F	64	65	44	45	45	64	65	45	46	44
47/F	64	65	45	46	46	64	65	46	47	45
48/F-49/F	114	n/a	n/a	n/a	n/a	114	n/a	n/a	n/a	n/a
總數	21,318									

3. 第一任管理人的首屆任期為由公契簽署日期起計兩年。管理人的委任可按公契的條文終止。
4. 每名業主須根據其單位(註：指住宅物業、住客停車位或電單車停車位)的管理份數，按公契指明的形式、金額及比例分擔發展項目的管理開支(管理開支指管理土地時必須地和合理地招致的支出、成本及費用，且其須基於管理人擬定之預算)。一般而言，每名業主須按分配到其單位之管理份數之比例分擔有關發展項目公用部分之開支，每名住宅物業業主須按分配到其他住宅物業之管理份數之比例分擔有關住宅公用部分之開支。每一住宅物業之管理份數與其不分割份數相同。發展項目的管理份數的總數為21,661。
5. 管理費按金相等於一個月之管理費。
6. 本發展項目並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所提及之擁有人(Rainbow Elite Investments Limited)在發展項目中保留作自用的範圍。

1. (a) Common Parts means all areas, systems, equipment, facilities, machinery, fixtures, fittings, Conduits or other matters in the Land:
  - (i) which are intended for the common use and benefit of different Owners, occupiers, licensees or invitees of the Land or any part thereof;
  - (ii) as will fall within the definition of “common parts” in section 2 of the Building Management Ordinance (Cap. 344); or
  - (iii) which are from time to time designated by an Owner to be Common Parts in accordance with Clause 14.13 of the deed of mutual covenant.

These include certain entrance lobbies, staircases, lifts, recreational facilities, external walls, etc.
- (b) Common Parts are categorized into Development Common Parts (provided or installed for the common use and benefit of the Owners, occupiers, licensees or invitees of different residential properties, Residential Parking Spaces and Motor Cycle Parking Spaces in the Development), Residential Common Parts (provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different residential properties in the Development) and Parking Common Parts (provided or installed for the common use and benefit of Owners, occupiers, licensees or invitees of different Parking Spaces in the Development).
- (c) The Owners and his tenants, licensees and invitees have the right to use the Common Parts for all purposes connected with the proper use and enjoyment of his Unit.
- (d) The Owners may not convert any of the Common Parts to his own use or for his own benefit unless the approval of the Owners’ Committee has been obtained.
- (e) The Owners may not obstruct the Common Parts, leave any dustbins, refuse, furniture or other things nor do anything in or to the Common Parts which may be or become a nuisance to any other Owners or occupiers of the Land or any neighbouring premises.
- (f) The Owners may not alter the Common Parts or do anything which may, in the opinion of the Manager, interfere with or damage the Common Parts or adversely affect the normal functioning of the Common Parts.
- (g) The Manager has exclusive control over the Common Parts and to generally administer and manage the Common Parts. The Manager shall hold the Common Parts Shares and Common Parts as trustee for all owners.

2. Number of undivided shares assigned to each residential property in the Development:

The number of undivided shares assigned to a residential property in the Development is in the form of a fraction. The numerator of that fraction is the number of undivided shares given in the table. The denominator of that fraction, being 21,833, is the total number of undivided shares of the Development.

Floor(s)	Flat									
	LA	LB	LC	LD	LE	RA	RB	RC	RD	RE
1/F	65	66	44	45	45	65	66	45	46	44
2/F	64	65	44	45	45	64	65	45	46	44
3/F	64	65	44	45	45	64	65	45	46	44
5/F	64	65	44	45	45	64	65	45	46	44
6/F	64	65	44	45	45	64	65	45	46	44
7/F	64	65	44	45	45	64	65	45	46	44
8/F	64	65	44	45	45	64	65	45	46	44
9/F	64	65	44	45	45	64	65	45	46	44
10/F	64	65	44	45	45	64	65	45	46	44
11/F	64	65	44	45	45	64	65	45	46	44
12/F	64	65	44	45	45	64	65	45	46	44
15/F	64	65	44	45	45	64	65	45	46	44
16/F	64	65	44	45	45	64	65	45	46	44
17/F	64	65	44	45	45	64	65	45	46	44
18/F	64	65	44	45	45	64	65	45	46	44
19/F	64	65	44	45	45	64	65	45	46	44
20/F	64	65	44	45	45	64	65	45	46	44
21/F	64	65	44	45	45	64	65	45	46	44
22/F	64	65	44	45	45	64	65	45	46	44
25/F	64	65	44	45	45	64	65	45	46	44
26/F	64	65	44	45	45	64	65	45	46	44
27/F	64	65	44	45	45	64	65	45	46	44
28/F	64	65	44	45	45	64	65	45	46	44
29/F	64	65	44	45	45	64	65	45	46	44
30/F	64	65	44	45	45	64	65	45	46	44
31/F	64	65	44	45	45	64	65	45	46	44
32/F	64	65	44	45	45	64	65	45	46	44
33/F	64	65	44	45	45	64	65	45	46	44
35/F	64	65	44	45	45	64	65	45	46	44
36/F	64	65	44	45	45	64	65	45	46	44
37/F	64	65	44	45	45	64	65	45	46	44
38/F	64	65	44	45	45	64	65	45	46	44
39/F	64	65	44	45	45	64	65	45	46	44

Floor(s)	Flat									
	LA	LB	LC	LD	LE	RA	RB	RC	RD	RE
40/F	64	65	44	45	45	64	65	45	46	44
41/F	64	65	44	45	45	64	65	45	46	44
42/F	64	65	44	45	45	64	65	45	46	44
43/F	64	65	44	45	45	64	65	45	46	44
45/F	64	65	44	45	45	64	65	45	46	44
46/F	64	65	44	45	45	64	65	45	46	44
47/F	64	65	45	46	46	64	65	46	47	45
48/F-49/F	114	n/a	n/a	n/a	n/a	114	n/a	n/a	n/a	n/a
Total	21,318									

3. The first Manager will be appointed for an initial term of two years from the date of the deed of mutual covenant. The appointment of the Manager may be terminated according to the provisions of the deed of mutual covenant.
4. Each Owner shall contribute towards the Management Expenses (which shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Land, and shall be based on the budget prepared by the Manager) of the Development in such manner, amount and proportion as provided in the deed of mutual covenant by reference to the Management Shares allocated to his Unit (note: meaning a residential property, Residential Parking Space or Motor Cycle Parking Space). In general, each Owner shall contribute towards the Management Expenses relating to the Development Common Parts in proportion to the Management Shares allocated to his Unit, and each Owner of a residential property shall contribute towards the Management Expenses relating to the Residential Common Parts in proportion to the Management Shares assigned to his residential property. The number of Management Shares assigned to a residential property is the same as the number of undivided shares assigned to that residential property. The total number of management shares of the Development is 21,661.
5. The amount of Management Fees Deposit is 1 month’s monthly management fee.
6. There is no area in the Development which is retained by the owner (Rainbow Elite Investments Limited) for that owner’s own use as referred to in section 14(2)(f) of Part 1 of Schedule 1 to Residential Properties (First-hand Sales) Ordinance.

1. 發展項目建於葵涌市地段第157號餘段。葵涌市地段第157號餘段由葵涌市地段第157號(「該地段」)割出。該地段以日期為1970年7月24日及註冊和存放於土地註冊處的批地條件第4783號批出。該批地條件經日期為1984年4月13日及於土地註冊處以備忘編號TW312060註冊的批約修訂書及日期為2010年5月20日及於土地註冊處以備忘編號10052501210039註冊的批約修訂書變更為修訂(統稱「批地文件」)。
2. 該地段的批出年期為由1898年7月1日起計99年減3天，並已根據《新界土地契約(續期)條例》(第150章)第6條續期至2047年6月30日。
3. 該地段只可作私人住宅用途。
4. 承授人須於開始佔有該地段日期起60個月內透過於該地段上興建一幢或以上符合批地文件及相關法律及法規之建築物以發展該地段，並須就此耗費不少於批地文件所列之相關金額(註：該建築契諾關於該地段之前之建築物(現已清拆)，不適用於發展項目)。
5. 發展項目須於2015年12月31日或之前建成至適宜佔用。
6. 承授人須自費塑造批地文件附圖A中以粉紅色及粉紅色藍斜線顯示之範圍。
7. 根據特別條件第(29)條，承授人須鋪設及形成位於批地文件中提及的「粉紅色藍斜線範圍」上的未來道路，且提供及建造地政總署署長(「署長」)全權決定下要求的橋樑、隧道、架空道路、地下通道、暗渠、高架橋、天橋、人行道、道路或其他構築物。詳情請參閱「公共設施及公眾休憩用地的資料」一節。
8. 批地文件下之批地年期內，承授人須將發展項目維持修葺妥善及狀況良好。
9. 若因或就塑造、平整或發展該地段或其任何部份而有需要削去、清除或後移毗鄰或附近山邊或斜坡或進行堆土、填土，承授人須興建為保護及支撐該等山邊或斜坡及該地段本身及排除及防止其後發生之泥土剝落、泥石傾瀉或土地下陷所需之擋土牆或其他支撐物或承擔其興建費用，及須於所有時間將該等擋土牆或其他支撐物維持修葺妥善及狀況良好。當有泥石傾瀉、土地下陷或泥土剝落，承授人須自費將之還原和修復。政府有權以書面通知形式要求承授人進行上述興建及/或維修或還原和修復任何泥土剝落、泥石傾瀉或土地下陷。
10. 承授人須自費建造及保養署長認為有需要的排水渠及渠道(不論是否位於該地段範圍內或政府土地上)，以將落在或流經該地段上的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。
11. 未經署長事先書面批准，不得移除或干擾該地段或其周圍所生長的樹木。署長於給予批准時可附加他認為合適之條件(例如移植、補償種植或重新種植)。
12. 業主須自費於該地段及其基座(如有)上沒有興建建築物之部分提供園景及種植樹木及灌木，並於其後保養及維持其於安全、清潔、整潔、整齊及健康的狀態，至使署長滿意的程度。
13. 發展項目中須提供若干數目之住客停車位、訪客停車位、傷殘人士停車位及電單車停車位。住客停車位只可用作停泊屬於發展項目住客及其真實賓客、訪客及所邀請者之車輛。訪客停車位只可用作停泊屬於發展項目住客之真實賓客、訪客及所邀請者之車輛。傷殘人士停車位只可用作停泊供傷殘人士使用並屬於發展項目住客及其真實賓客、訪客及所邀請者之車輛。電單車停車位只可用作停泊屬於發展項目住客及其真實賓客、訪客及所邀請者之電單車。該等停車位均不得用作儲存、展示或展覽供出售或作他用的車輛。發展項目中須提供若干數目之上落貨車位。上落貨車位只可供與發展項目有關的貨車作上落貨用。
14. 住客停車位及電單車停車位不得：
  - (a) 轉讓，除非連同發展項目的住宅物業一同轉讓或轉讓予已為該住宅物業業主之人士；或
  - (b) 出租，除非出租予住宅物業的住客；但在任何情況下不得將總數三個以上的住客停車位和電單車停車位轉讓予發展項目任何一個住宅物業的業主或出租予發展項目任何一個住宅物業的住客。
15. 在本節中，「特別條件」指批地文件中的一項特別條件；除特別指明外，「承授人」包括簽立批地文件的人及(若文意許可或需要)包括其遺囑執行人、遺產管理人及承讓人及(若為公司)繼承人及承讓人。

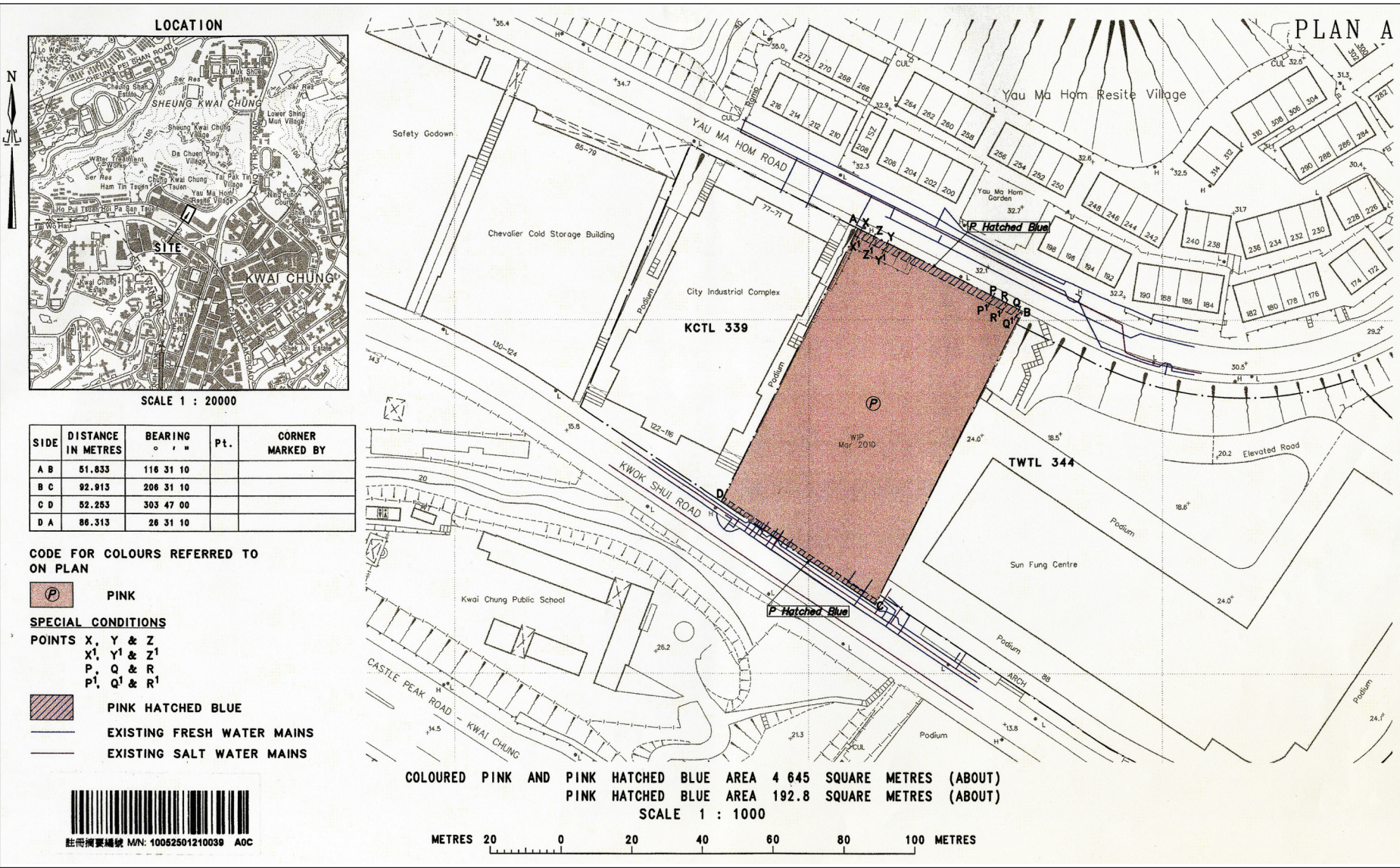
1. The Development is to be constructed on the Remaining Portion of Kwai Chung Town Lot No. 157, which was carved out from Kwai Chung Town Lot No.157 (the “Lot”) The Lot was granted under the Agreement and Conditions of Grant dated 24 July 1970 registered and deposited in the Land Registry as New Grant No. 4784 as varied and modified by a Modification Letter dated 13 April 1984 and registered in the Land Registry by Memorial No. TW312060 and a Modification Letter dated 20 May 2010 and registered in the Land Registry by Memorial No. 10052501210039 (the “Land Grant”).
2. The Lot is granted for 99 years less 3 days from 1 July 1898, and the term is extended until 30 June 2047 by virtue of section 6 of the New Territories Leases (Extension) Ordinance (Cap.150).
3. The Lot shall only be used for private residential purposes.
4. The Grantee shall develop the Lot by the erection thereon of a building or buildings complying with the Land Grant and relevant laws and regulations within 60 months from the date of the possession of the Lot, and shall expend thereon a sum not less than the relevant amount as specified in the Land Grant (note: that building covenant relates to the previous building(s) in the Lot (now demolished) and is not applicable to the Development).
5. The Development is required to be completed and made fit for occupation on or before 31 December 2015.
6. The Grantee shall form at his own expense the area shown coloured pink and pink hatched blue on Plan A annexed to the Land Grant.
7. Under Special Condition (29), the Grantee shall lay and form those portions of future public roads on the “the Pink Hatched Blue Area” as referred to in the Land Grant, and provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands (the “Director”) in his sole discretion may require. For details, please refer to the “INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES” section below.
8. The Grantee shall throughout the term of the Land Grant maintain the Development in good and substantial repair and condition.
9. Where any cutting away, removal or setting back of adjacent or nearby hillside or banks or any building up or filling in is required for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof, the Grantee shall construct or bear the cost of the construction of such retaining walls or other support necessary to protect and support such hillside and banks and the Lot itself and to obviate and prevent any falling away, landslips or subsidence occurring thereafter, and shall at all times maintain the said retaining walls or other support in good and substantial repair and condition. In the event of any landslide, subsidence or falling away, the Grantee shall at his own expense reinstate and make good the same. The Government is entitled by a notice in writing to call upon the Grantee to carry out such construction and/or maintenance or to reinstate and make good any falling away, landslide or subsidence.
10. 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.
11. No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
12. The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
13. Certain numbers of Residential Parking Spaces, Visitors’ Parking Spaces, Disabled Parking Spaces, Motor Cycle Parking Spaces are required to be provided in the Development. Residential Parking Spaces shall only be used for the parking of motor vehicles belonging to the residents of the Development and their bona fide guests, visitors or invitees. Visitors’ Parking Spaces shall only be used for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Development. Disabled Parking Spaces shall only be used for the parking of motor vehicles by disabled persons and belonging to residents of the Development and their bona fide guests, visitors or invitees. Motor Cycle Parking Spaces shall only be used for the parking of motorcycles belonging to residents of the Development and their bona fide guests, visitors or invitees. These parking spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise. Certain numbers of Loading and Unloading Spaces are required to be provided in the Development. The Loading and Unloading Spaces shall only be used for the loading and unloading of goods vehicles in connection with the Development.
14. The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
  - (a) assigned except together with a residential property in the Development or to a person who is already the owner of such residential property; or
  - (b) underlet except to residents of residential properties;

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 property in the Development.
15. In this section, a “Special Condition” means a Special Condition of the Land Grant, and unless otherwise stated, “Grantee” includes the person entering into and executing the Land Grant and (where the context so admits or requires) his executors, administrators and assigns and in the case of a corporation its successors and assigns.

A. 設施的描述

- (1) 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的描述：  
承授人須鋪設及形成位於批地文件中提及的「粉紅色藍斜線範圍」上的未來道路，且提供及建造署長全權決定下要求的橋樑、隧道、架空道路、地下通道、暗渠、高架橋、天橋、人行道、道路或其他構築物（「粉紅色藍斜線範圍構築物」）。
- (2) 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的描述：不適用
- (3) 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
- (4) 該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的描述：不適用

B. 顯示A(1)所述的該等設施的圖則



註：「粉紅色藍斜線範圍」於圖中以粉紅色藍斜線顯示。「粉紅色藍斜線範圍構築物」在粉紅色藍斜線範圍內。本圖僅作顯示「粉紅色藍斜線範圍」位置，圖中所示之其他事項未必能反映其最新狀況。

C. 公眾有權按照批地文件使用A(1)所述的該等設施。

D. 《一手住宅物業銷售條例》附表1第1部第16(5)條所述情況：不適用。

E. 批地文件、撥出私人地方供公眾使用的契據及公契中關於A(1)所述的該等設施的條文：

**(1) 批地文件**

**特別條件第29條：**

「(a) 承授人須：

(i) 於2015年12月31日或其他經署長延後的期限前，自費以署長批准的方式，以署長批准的材料，達到署長批准的水準、高度、線向及設計，至使署長在各方面滿意：

(I) 鋪設及形成位於在本批地文件附圖A上以粉紅色藍斜線顯示的未來道路的部分(「粉紅色藍斜線範圍」)；及

(II) 提供及建造署長可全權決定下要求的橋樑、隧道、架空道路、地下通道、暗渠、高架橋、天橋、人行道、道路或其他構築物(統稱「粉紅色藍斜線範圍構築物」)

以便建築、車輛和行人交通可於粉紅色藍斜線範圍之上進行。

(ii) 於2015年12月31日或其他經署長延後的期限前，自費於粉紅色藍斜線範圍上鋪設路面、路邊石及管道，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栓、路燈、交通標誌、街道設施及道路標記，至使署長滿意；及

(iii) 自費保養粉紅色藍斜線範圍連同粉紅色藍斜線範圍構築物及於其上及其內建造、安裝及提供的所有構築物、路面、溝渠、下水道、排水渠、消防栓、服務、路燈、交通標誌、街道設施、道路標記及重型機械，至使署長滿意，直至粉紅色藍斜線範圍的管有權按特別條件第34條交回。

(b) 若承授人未能在指定的規定時限內履行本特別條件第(a)款下的責任，政府可進行必要的工程而有關費用須由承授人繳付。承授人須按政府要求即時繳付一筆相當於工程成本的款項，金額由署長決定且其決定乃最後決定及對承授人有約束力。

(c) 就任何對承授人或任何其他人士所造成或承授人或任何其他人士所蒙受的任何損失、破壞、滋擾或干擾，不論是因承授人履行本特別條件第(a)款的責任或政府行使本特別條件第(b)款的權利或其他原因而起的或隨之而來的，署長概不承擔任何責任；承授人亦不得針對政府或署長或其獲授權人士就任何該等損失、破壞、滋擾或干擾提出任何賠償申索。」

**特別條件第30條：**

「未經署長事先書面批准，承授人不得將粉紅色藍斜線範圍用作貯物、泊車、建造臨時構築物或任何其他與進行批地文件特別條件第29(a)條指明之工程無關的用途。」

**特別條件第31條：**

「除署長可按特別條件第29(a)條要求之構築物外，粉紅色藍斜線範圍之下、之上或之內均不得架設或建造任何建築物或構築物或支撐任何建築物或構築物的支架。」

**特別條件第32條：**

「(a) 承授人須在其管有粉紅色藍斜線範圍期間的所有合理時間內

(i) 允許署長、其官員、承辦商或其他獲其授權人士有權進出穿越該地段及粉紅色藍斜線範圍，以作視察、檢查及監督任何須按特別條件第29(a)條進行的工程，及進行、視察、檢查及監督特別條件第29(b)條下的工程及任何其他署長認為有需要在粉紅色藍斜線範圍內進行的工程；

(ii) 允許政府及獲政府授權的有關公共事業公司應其要求進出穿越該地段及粉紅色藍斜線範圍，以供其在粉紅色藍斜線範圍及毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養管道、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、煤氣(如有)及其他服務而所需的附屬設備。承授人須就與任何上述於粉紅色藍斜線範圍內進行之工程有關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) 允許水務監督人員或其他獲其授權的人士應其要求進出穿越該地段及粉紅色藍斜線範圍，以供其在粉紅色藍斜線範圍進行與任何其他水務設施的營運、保養、維修、替換及改動有關的任何工程。

(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第(a)款之權利而起的或隨之而來的任何對承授人或任何其他人士所造成或承授人或任何其他人士所蒙受的損失、破壞、滋擾或干擾，政府概不承擔任何責任。」

**特別條件第33條：**

「(a) 承授人須在特別條件第29(a)(i)及(ii)條的工程完成至使署長滿意之後及按特別條件第(34)(a)條交回整個粉紅色藍斜線範圍予政府之前的所有晝夜時間內，允許所有政府及公眾行人及車輛交通為合法目的自由出入穿越及經過粉紅色藍斜線範圍，且不收取任何性質的費用。」

(b) 就任何因承授人履行本特別條件第(a)款的責任而起的或隨之而來的任何對承授人造成或其蒙受的損失、破壞、滋擾或干擾，政府或署長概不承擔任何責任；承授人亦不得針對政府或署長或其獲授權官員就該等損失、破壞、滋擾或干擾提出任何賠償申索。」

**特別條件第34條：**

「(a) 承授人須自費應署長要求交回粉紅色藍斜線範圍或其由署長指明之部分在空置情況下的管有予政府，其不受產權負擔影響，且政府毋須向承授人作出任何繳款或賠償，但前提是政府並無責任應承授人要求接受粉紅色藍斜線範圍或其任何部分之交回，而其認為適合時則可這樣做。」

(2) 撥出私人地方供公眾使用的契據：不適用。

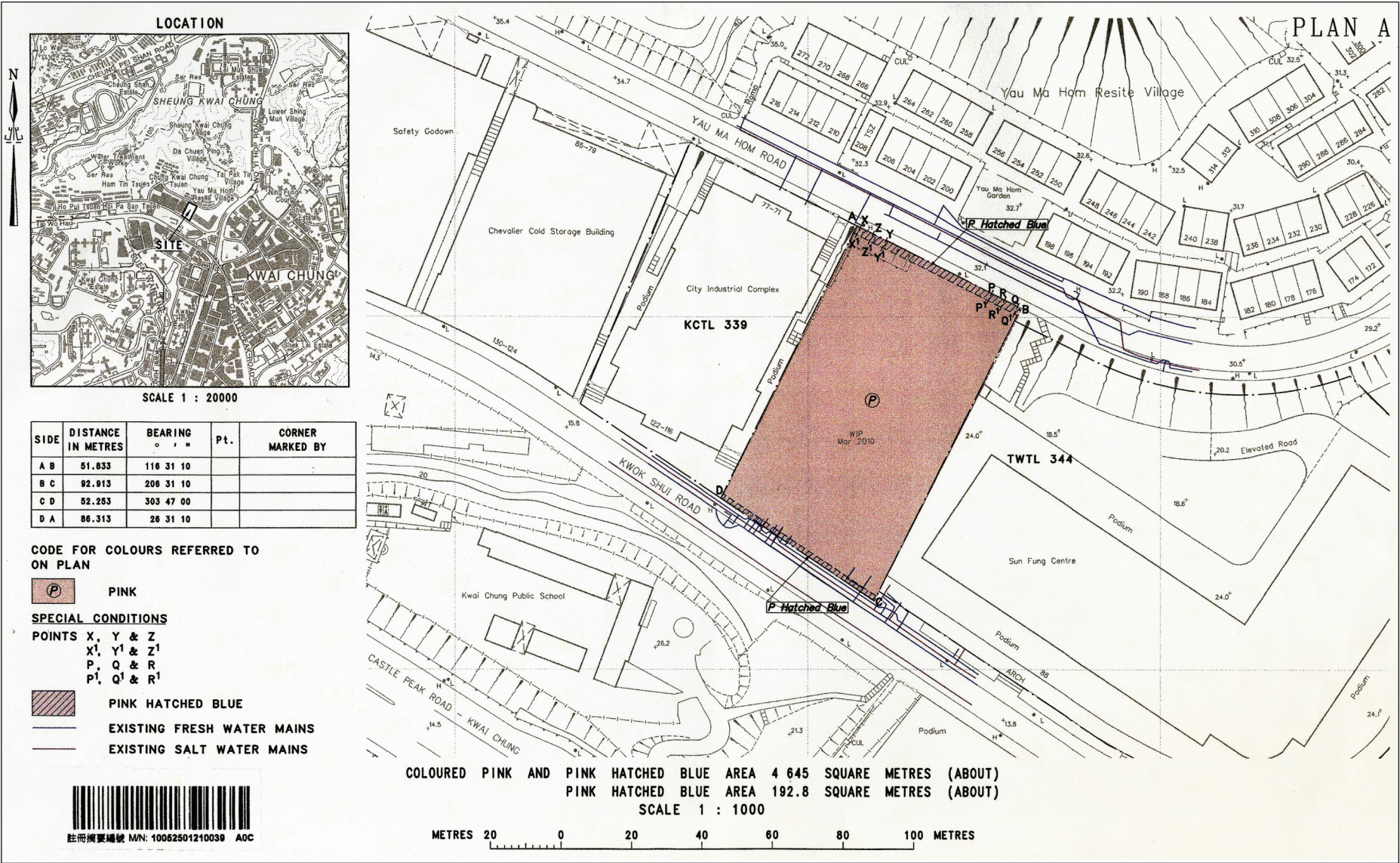
(3) 公契：

不適用(註：粉紅色藍斜線範圍已從葵涌市地段第157號割出，不屬興建發展項目之土地一部份。該等設施不屬發展項目一部份。因此，該等設施並無於公契有所規定。)

A. Description of facilities

- (1) Description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use:  
  
The Grantee shall lay and form those portions of future public roads on the “the Pink Hatched Blue Area” as referred to in the Land Grant, and provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (“The Pink Hatched Blue Area Structures”).
- (2) Description of any 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: Not applicable
- (3) 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
- (4) Description of 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

B. Plan showing the location of facilities mentioned in A(1):



Note: The Pink Hatched Blue Area is shown coloured pink hatched blue in the plan above. The Pink Hatched Blue Area Structures are within the Pink Hatched Blue Area. The above plan is for showing the location of The Pink Hatched Blue Area only. Other matters shown in that plan may not reflect their latest conditions.

C. The general public has the right to use the facilities mentioned in A(1) in accordance with the land grant.

D. **Situations described under s.16(5) of Part 1 of Schedule 1 to Residential Properties (First-hand Sales) Ordinance:** Not applicable

E. **Provisions of the land grant, the deed of dedication, deed of mutual covenant that concern facilities mentioned in A(1):**

**(1) Land Grant:**

**Special Condition 29:**

“(a) The Grantee shall:

(i) on or before the 31st day of December 2015 (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured pink hatched blue on PLAN A annexed hereto (hereinafter referred to as “the Pink Hatched Blue 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 Pink Hatched Blue Area Structures”)

so that building, vehicular and pedestrian traffic may be carried on the Pink Hatched Blue Area.

(ii) on or before the 31st day of December 2015 (or such other extended periods as may be approved by the Director) at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue 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 Pink Hatched Blue Area together with the Pink Hatched Blue 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 to the satisfaction of the Director until such time as possession of the Pink Hatched Blue Area has been delivered in accordance with Special Condition No. 34 hereof.

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

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

**Special Condition 30:**

“The Grantee shall not without the prior written consent of the Director use the Pink Hatched Blue Area for the purpose of storage or carparking 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. 29(a) hereof.”

**Special Condition 31:**

“No building or structure or support for any building or structure shall be erected or constructed below, above, on or within the Pink Hatched Blue Area except such structures as the Director may require under Special Condition No. 29(a) hereof.”

**Special Condition 32:**

“(a) The Grantee shall at all reasonable times while he is in the possession of the Pink Hatched Blue 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 Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. 29(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. 29(b) hereof and any other works which the Director may consider necessary in the Pink Hatched Blue 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 Pink Hatched Blue 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 Pink Hatched Blue Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Grantee shall cooperate 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 Pink Hatched Blue 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 Pink Hatched Blue 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 Pink Hatched Blue Area.

(b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person 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.”

**Special Condition 33:**

“(a) The Grantee shall after the works referred to in Special Condition Nos. 29(a)(i) and (ii) hereof have been completed to the satisfaction of the Director at all times during the day and night and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with Special Condition No. 34(a) hereof permit all Government and public vehicular and pedestrian traffic for all lawful purposes freely and without payment of any nature whatsoever to pass and repass along, to, from, through and over the Pink Hatched Blue Area.

(b) The Government or the Director 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 fulfilment of the said Grantee’s obligations under sub-clause (a) of this Special Condition, and no claim for compensation shall be made by the Grantee against the Government or the Director or his authorized officers in respect of any such loss, damage, nuisance or disturbance.”

**Special Condition 34:**

“(a) The Grantee shall at his own expense when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof as the Director shall specify to the Government free from encumbrances and without any payment or compensation whatsoever by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit.”

**(2) Deed of dedication:** Not applicable

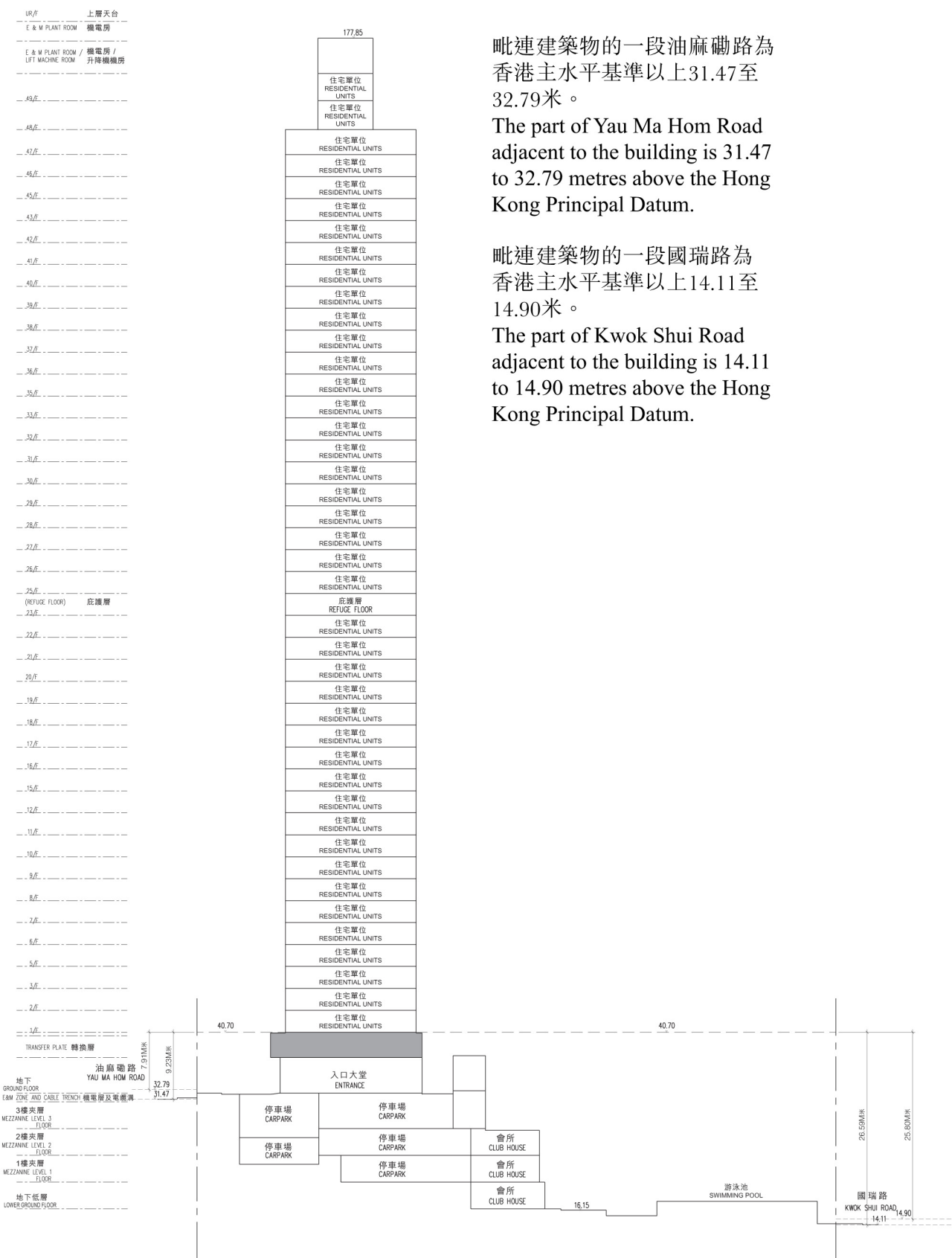
**(3) Deed of mutual covenant:**

Not applicable. (Note: The Pink Hatched Blue Area has been carved out from Kwai Chung Town Lot No.157 and does not form part of the land on which the Development is constructed. The facilities do not form part of the Development. Accordingly, they are not dealt with in the deed of mutual covenant.)

1. 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。
2. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突—
  - (a) 該律師事務所可能不能夠保障買方的利益；及
  - (b) 買方可能要聘用一間獨立的律師事務所；及
  - (c) 如屬上述(b)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。

1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser —
  - (a) that firm may not be able to protect the purchaser's interests; and
  - (b) the purchaser may have to instruct a separate firm of solicitors; and
  - (c) that in the case of paragraph (b) above, 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.

發展項目中的建築物的橫截面圖 Cross-section plan of building in the development



毗連建築物的一段油蔴地路為香港主水平基準以上31.47至32.79米。

The part of Yau Ma Hom Road adjacent to the building is 31.47 to 32.79 metres above the Hong Kong Principal Datum.

毗連建築物的一段國瑞路為香港主水平基準以上14.11至14.90米。

The part of Kwok Shui Road adjacent to the building is 14.11 to 14.90 metres above the Hong Kong Principal Datum.



毗連建築物的一段連接新豐中心與油蔴地路之石階小徑為香港主水平基準以上18.42至31.76米。

The part of the staircase and lane connecting Sun Fung Centre to Yau Ma Hom Road adjacent to the building is 18.42 to 31.76 metres above the Hong Kong Principal Datum.

毗連建築物的一段城市工業中心旁之樓梯通道（由油蔴地路入）為香港主水平基準以上29.48至33.13米。

The part of the staircase and passage at the side of City Industrial Complex (entry from Yau Ma Hom Road) adjacent to the building is 29.48 to 33.13 metres above the Hong Kong Principal Datum.

毗連建築物的一段城市工業中心旁之樓梯通道（由國瑞路入）為香港主水平基準以上15.34至19.71米。

The part of the staircase and passage at the side of City Industrial Complex (entry from Kwok Shui Road) adjacent to the building is 15.34 to 19.71 metres above the Hong Kong Principal Datum.

香港主水平基準以上高度(米)  
height in metres above Hong Kong Principal Datum (HKPD)

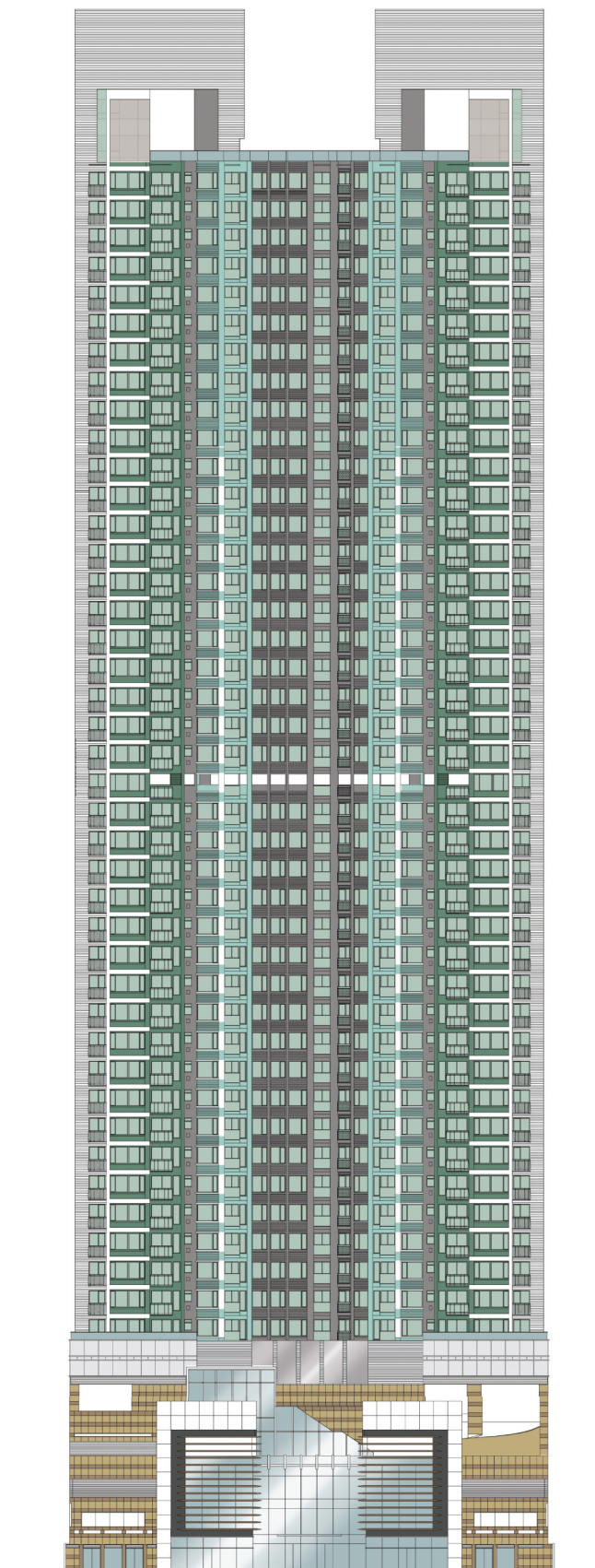
虛線為最低住宅樓層水平。  
Dotted line denotes the lowest residential floor.

發展項目的認可人士已經證明該等立面：

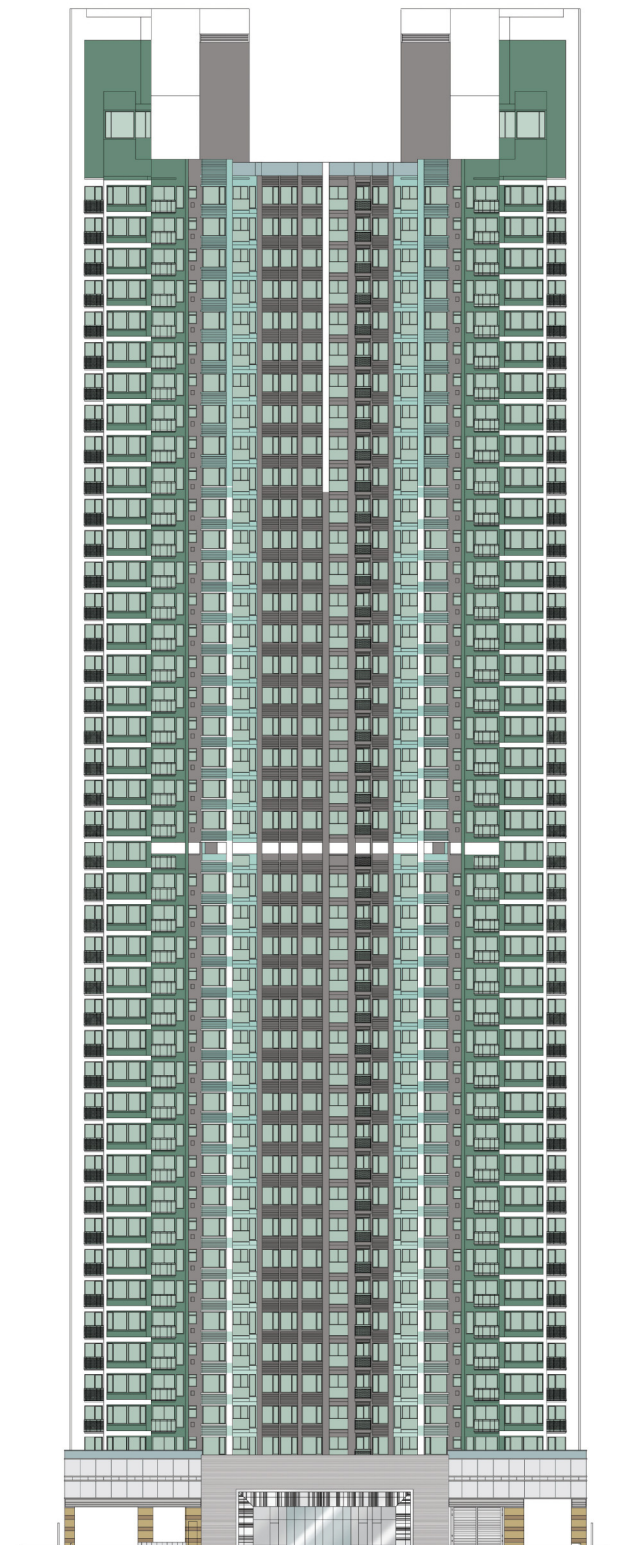
- (a) 以2013年7月18日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (b) 大致上與發展項目的外觀一致。

It has been certified by the Authorized Person for the Development that the elevations:

- (a) are prepared on the basis of the approved building plans for the Development as of 18th July 2013; and
- (b) are in general accordance with the outward appearance of the Development.



面向國瑞路之立面  
ELEVATION FACING KWOK SHUI ROAD



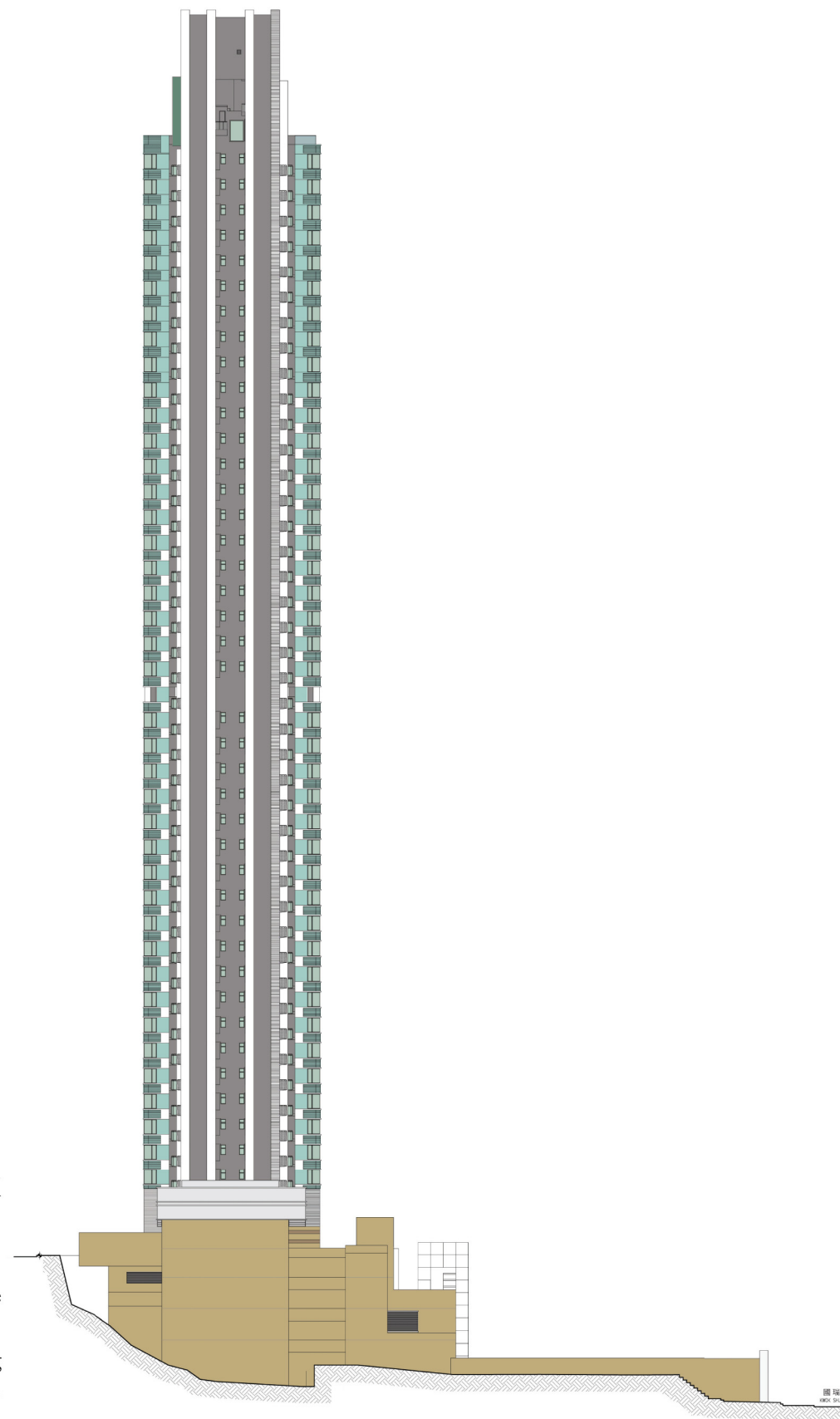
面向油麻磡路之立面  
ELEVATION FACING YAU MA HOM ROAD

發展項目的認可人士已經證明該等立面：

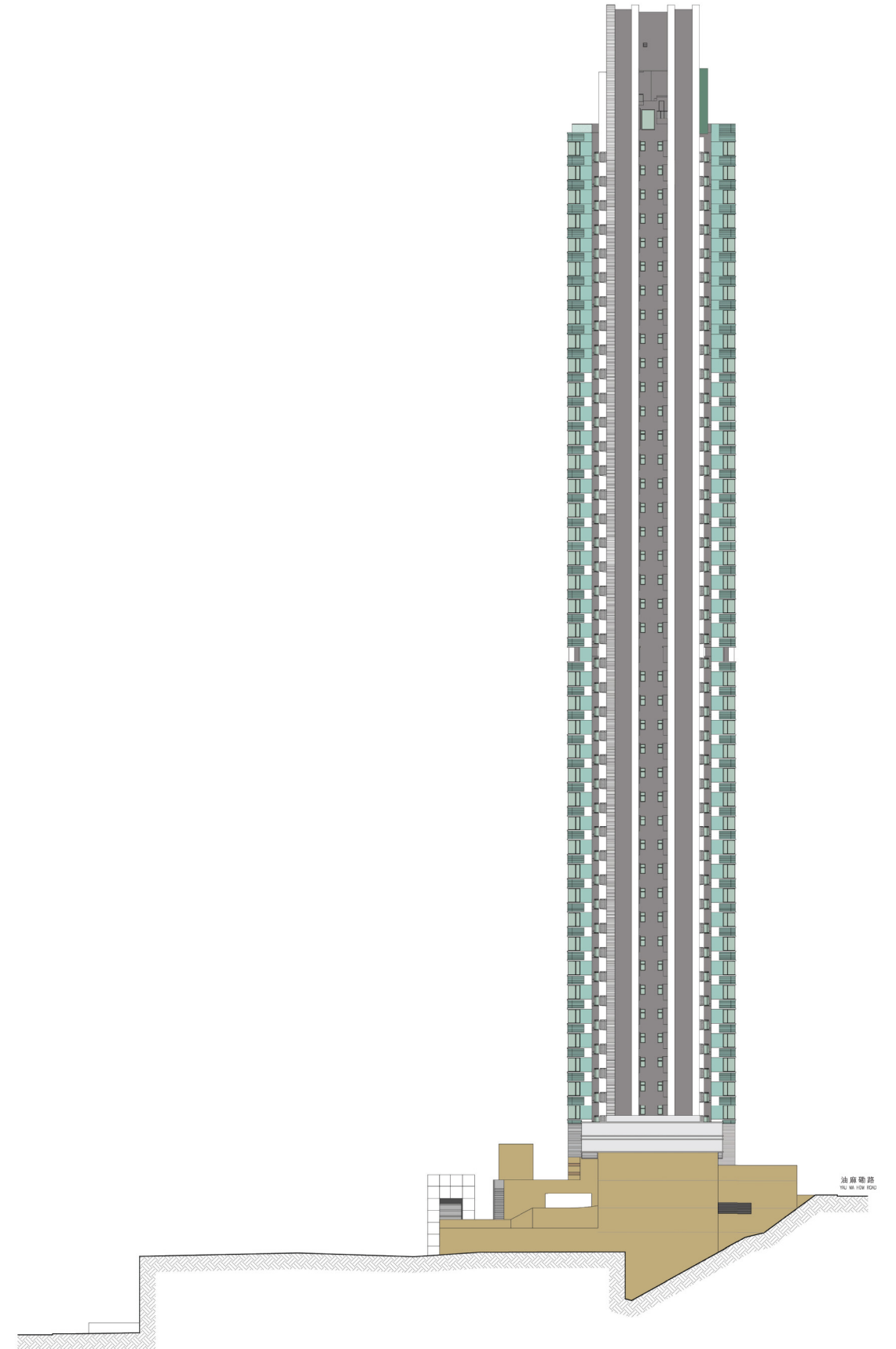
- (a) 以2013年7月18日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (b) 大致上與發展項目的外觀一致。

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- (a) are prepared on the basis of the approved building plans for the Development as of 18th July 2013; and
- (b) are in general accordance with the outward appearance of the Development.



面向城市工業中心之立面  
ELEVATION FACING CITY INDUSTRIAL COMPLEX



面向新豐中心之立面  
ELEVATION FACING SUN FUNG CENTRE

- (a) 住客會所 (包括供住客使用的任何康樂設施)  
a residents' clubhouse (including any recreational facilities for residents' use):

(該設施部份有上蓋遮蓋，部份無上蓋遮蓋)

Part of such facilities are covered and part of such facilities are not covered)

總面積total area: 2,433.742平方米m<sup>2</sup> / 26,196.56平方呎ft<sup>2</sup>

1,157.585平方米m<sup>2</sup>/12,460.13平方呎ft<sup>2</sup> (有上蓋遮蓋 Covered)

1,276.157平方米m<sup>2</sup>/13,736.43平方呎ft<sup>2</sup> (無上蓋遮蓋 Uncovered)

- (b) 位於發展項目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)

a 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  
development (whether known as a communal sky garden or otherwise):

不適用 Not Applicable

- (c) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的  
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)

a communal garden or play area for residents' use below the lowest  
residential floor of a building in the development (whether known as a  
covered and landscaped play area or otherwise):

不適用 Not Applicable

- |  |   |
|--|---|
| (1) 關於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： <a href="http://www.ozp.tpb.gov.hk">www.ozp.tpb.gov.hk</a> 。 | (1) The address of the website on which a copy of the outline zoning plan relating to the Development is available is: <a href="http://www.ozp.tpb.gov.hk">www.ozp.tpb.gov.hk</a> .   |
| (2) 發展項目的已簽立的每一公契在將住宅物業提供出售的日期的文本放在住宅物業的售樓處，以供閱覽。無須為閱覽付費。  | (2) A copy of every deed of mutual covenant in respect of the Development that has been executed as at the date on which the residential properties are offered to be sold is available for inspection at the place at which the residential properties are offered to be sold. The inspection is free of charge. |