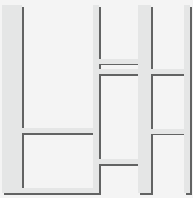


發展項目的鳥瞰照片

AERIAL PHOTOGRAPH OF THE DEVELOPMENT



Eugene Terrace 耀爵臺

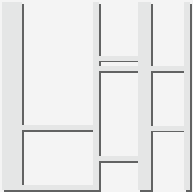
Survey and Mapping Office, Lands Department, The Government of HKSAR ©Copyright reserved – reproduction by permission only
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Source of Photo: Adopted from part of the aerial photo taken by the Survey and Mapping Office of Lands Department, The Government of the Hong Kong Special Administrative Region at a flying height 6,000 feet in Kowloon Tong, Photo No. CS53282 dated 29 May 2014.
照片來源：摘錄自香港特別行政區政府地政總署測繪處於2014年5月29日在九龍塘6,000呎飛行高度拍攝之鳥瞰照片，編號為CS53282。

Remarks:
Due to technical reasons, the location plan shows area beyond 250 metres from the boundary of the Development.

備註：
因技術性問題的限制，位置圖顯示的範圍超過距離發展項目的界線250米。

關於發展項目的分區計劃大綱圖等
 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



Source: Kowloon Planning Area No.18 - Kowloon Tong - Outline Zoning Plan, Plan No. S/K18/18 gazetted on 20 December 2013.
 來源：於2013年12月20日刊憲之九龍塘（九龍規劃區第十八區）分區計劃大綱圖，圖則編號S/K18/18。

Notation 圖例

Zones
地帶

C	Commercial	商業
R(A)	Residential (Group A)	住宅（甲類）
R(B)	Residential (Group B)	住宅（乙類）
R(C)	Residential (Group C)	住宅（丙類）
R(E)	Residential (Group E)	住宅（戊類）
G/IC	Government, Institutional or Community	政府、機構或社區
O	Open Space	休憩用地
OU	Other Specified Uses	其他指定用途
GB	Green Belt	綠化地帶

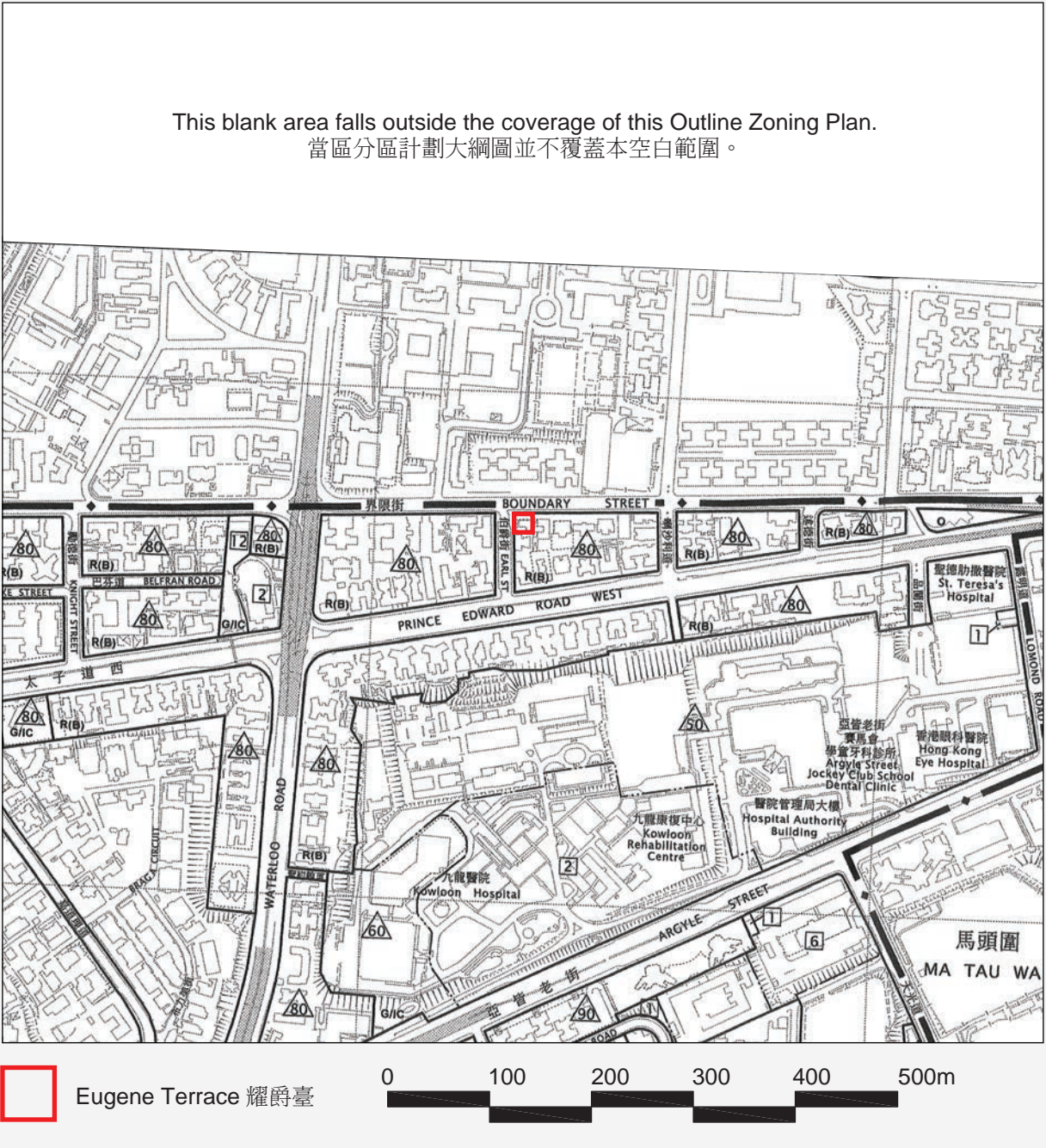
Miscellaneous
其他

	Boundary of Planning Scheme	規劃範圍界線
	Building Height Control Zone Boundary	建築物高度管制區界線
	Maximum Building Height (In Metres Above Principal Datum)	最高建築物高度 (在主水平基準上若干米)
	Maximum Building Height (In Numbers of Storeys)	最高建築物高度 (樓層數目)
	Petrol Filling Station	加油站
	Non-Building Area	非建築用地

Remarks:
 Due to technical reasons, the location plan shows area beyond 500 metres from the boundary of the Development.

備註：
 因技術性問題的限制，位置圖顯示的範圍超過距離發展項目的界線500米。

關於發展項目的分區計劃大綱圖等
 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



Source: Kowloon Planning Area No.6 & 7 - Ho Man Tin - Outline Zoning Plan, Plan No. S/K7/22 gazetted on 26 June 2012.
 來源：於2012年6月26日刊憲之何文田（九龍規劃區第6及7區）分區計劃大綱圖，圖則編號S/K7/22。

Notation 圖例

Zones
地帶

C	Commercial	商業
R(A)	Residential (Group A)	住宅（甲類）
R(B)	Residential (Group B)	住宅（乙類）
R(C)	Residential (Group C)	住宅（丙類）
R(E)	Residential (Group E)	住宅（戊類）
G/IC	Government, Institutional or Community	政府、機構或社區
O	Open Space	休憩用地
OU	Other Specified Uses	其他指定用途
GB	Green Belt	綠化地帶

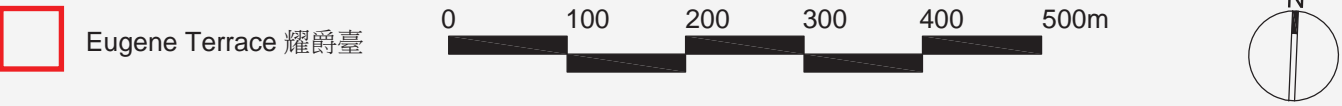
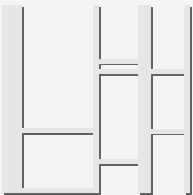
Miscellaneous
其他

	Boundary of Planning Scheme	規劃範圍界線
	Building Height Control Zone Boundary	建築物高度管制區界線
	Maximum Building Height (In Metres Above Principal Datum)	最高建築物高度 (在主水平基準上若干米)
	Maximum Building Height (In Numbers of Storeys)	最高建築物高度 (樓層數目)
	Petrol Filling Station	加油站
	Non-Building Area	非建築用地

Remarks:
 Due to technical reasons, the location plan shows area beyond 500 metres from the boundary of the Development.

備註：
 因技術性問題的限制，位置圖顯示的範圍超過距離發展項目的界線500米。

關於發展項目的分區計劃大綱圖等
 OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



Source: Kowloon Planning Area No.4 - Shek Kip Mei - Outline Zoning Plan, Plan No. S/K4/28 gazetted on 18 July 2014.
 來源：於2014年7月18日刊憲之石硤尾（九龍規劃區第4區）分區計劃大綱圖，圖則編號S/K4/28。

Notation 圖例

Zones
地帶

C	Commercial	商業
R(A)	Residential (Group A)	住宅（甲類）
R(B)	Residential (Group B)	住宅（乙類）
R(C)	Residential (Group C)	住宅（丙類）
R(E)	Residential (Group E)	住宅（戊類）
G/IC	Government, Institutional or Community	政府、機構或社區
O	Open Space	休憩用地
OU	Other Specified Uses	其他指定用途
GB	Green Belt	綠化地帶

Miscellaneous
其他

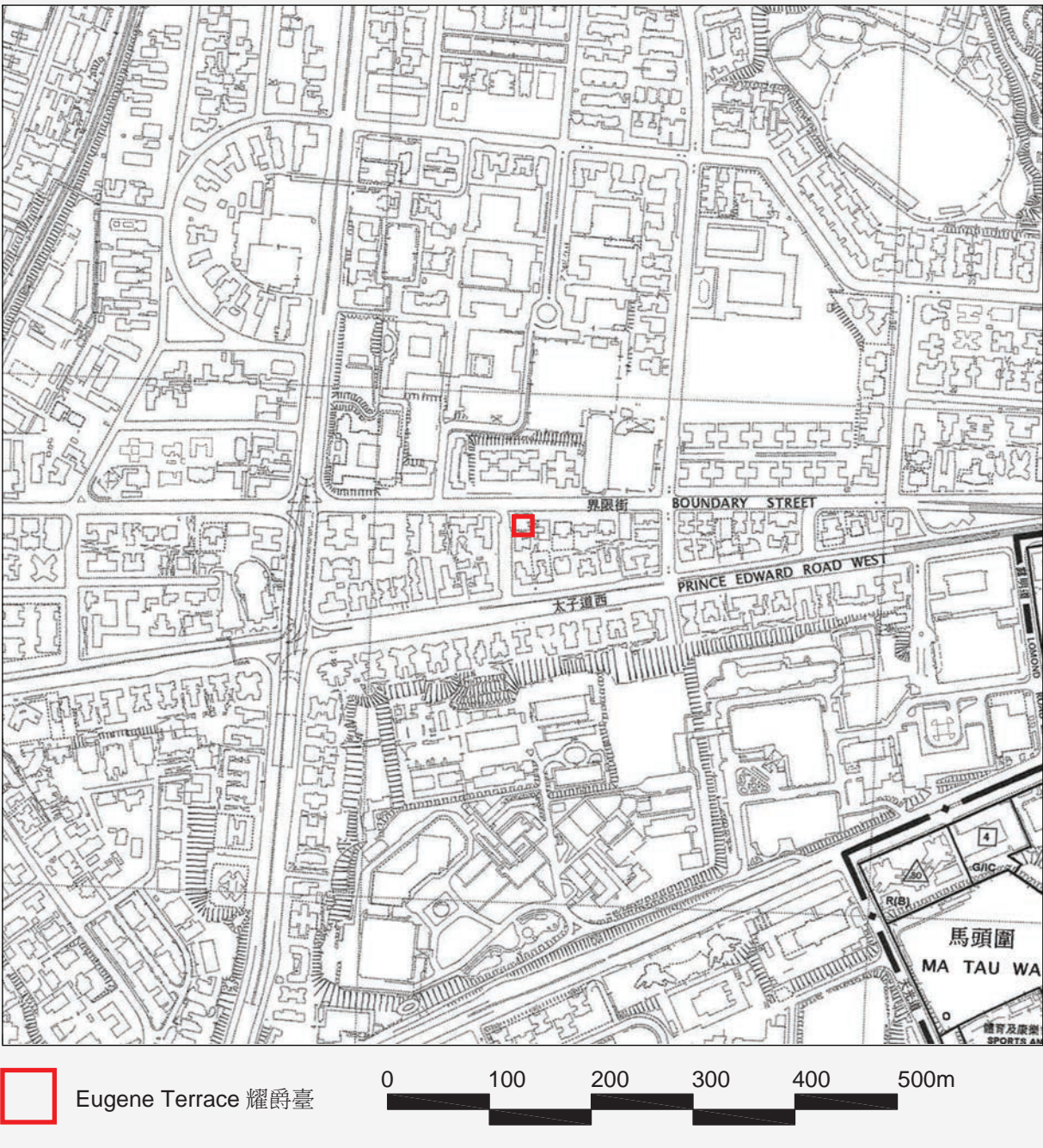
	Boundary of Planning Scheme	規劃範圍界線
	Building Height Control Zone Boundary	建築物高度管制區界線
	Maximum Building Height (In Metres Above Principal Datum)	最高建築物高度（在主水平基準上若干米）
	Maximum Building Height (In Numbers of Storeys)	最高建築物高度（樓層數目）
	Petrol Filling Station	加油站
	Non-Building Area	非建築用地

Remarks:
 Due to technical reasons, the location plan shows area beyond 500 metres from the boundary of the Development.

備註：
 因技術性問題的限制，位置圖顯示的範圍超過距離發展項目的界線500米。

關於發展項目的分區計劃大綱圖等

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT



Source: Kowloon Planning Area No.10 - Ma Tau Kok - Outline Zoning Plan, Plan No. S/K10/20 gazetted on 4 November 2008.
來源：於2008年11月4日刊憲之馬頭角（九龍規劃區第10區）分區計劃大綱圖，圖則編號S/K10/20。

Notation 圖例

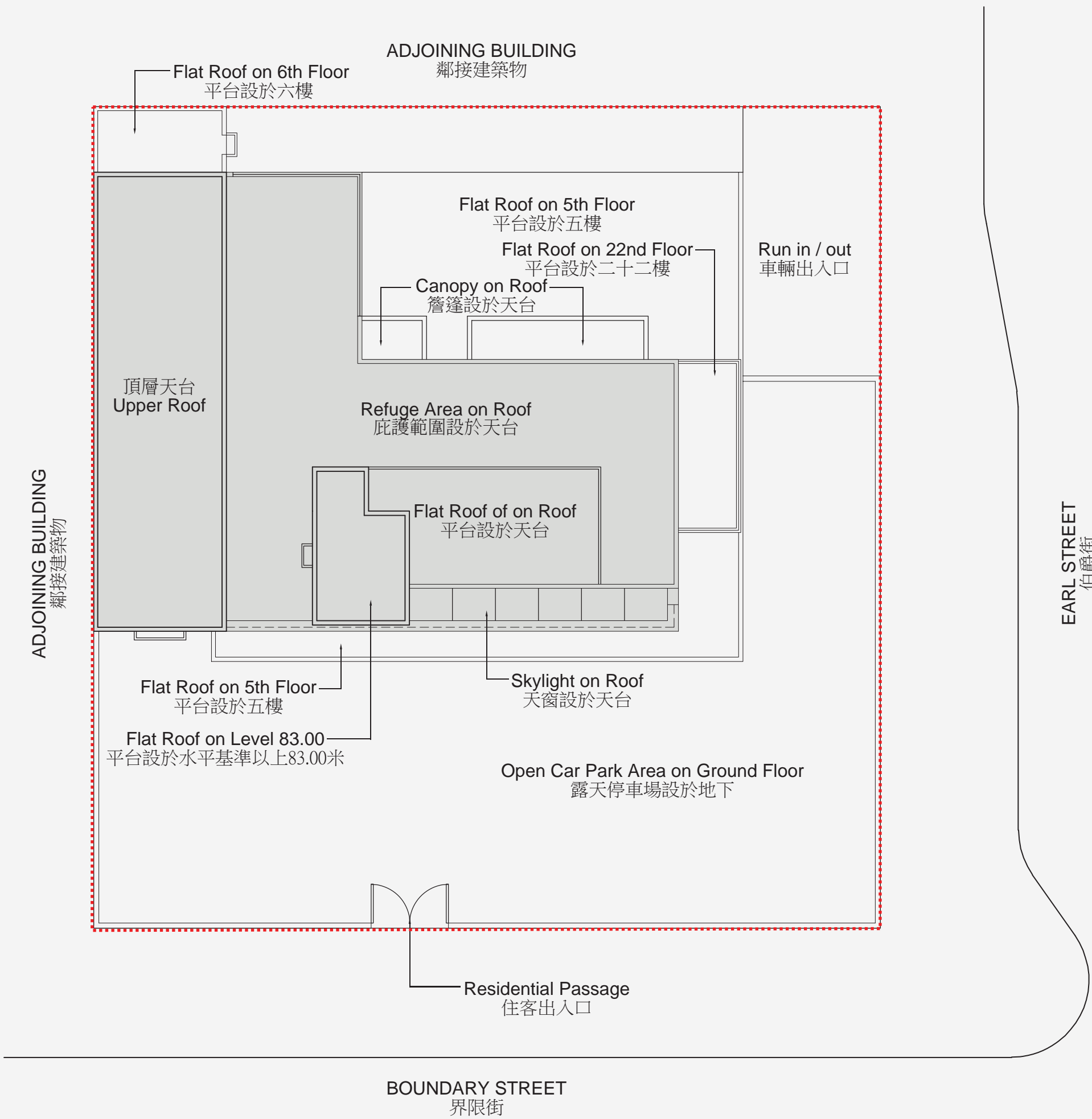
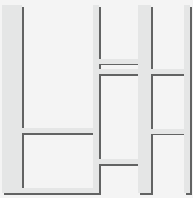
Zones 地帶			Miscellaneous 其他		
<div>C</div>	Commercial	商業	<div></div>	Boundary of Planning Scheme	規劃範圍界線
<div>R(A)</div>	Residential (Group A)	住宅（甲類）	<div></div>	Building Height Control Zone Boundary	建築物高度管制區界線
<div>R(B)</div>	Residential (Group B)	住宅（乙類）	<div>100</div>	Maximum Building Height (In Metres Above Principal Datum)	最高建築物高度（在主水平基準上若干米）
<div>R(C)</div>	Residential (Group C)	住宅（丙類）	<div>8</div>	Maximum Building Height (In Numbers of Storeys)	最高建築物高度（樓層數目）
<div>R(E)</div>	Residential (Group E)	住宅（戊類）	<div>P F S</div>	Petrol Filling Station	加油站
<div>G/IC</div>	Government, Institutional or Community	政府、機構或社區	<div></div>	Non-Building Area	非建築用地
<div>O</div>	Open Space	休憩用地			
<div>OU</div>	Other Specified Uses	其他指定用途			
<div>GB</div>	Green Belt	綠化地帶			

Remarks:
Due to technical reasons, the location plan shows area beyond 500 metres from the boundary of the Development.

備註：
因技術性問題的限制，位置圖顯示的範圍超過距離發展項目的界線500米。

發展項目的佈局圖

LAYOUT PLAN OF THE DEVELOPMENT



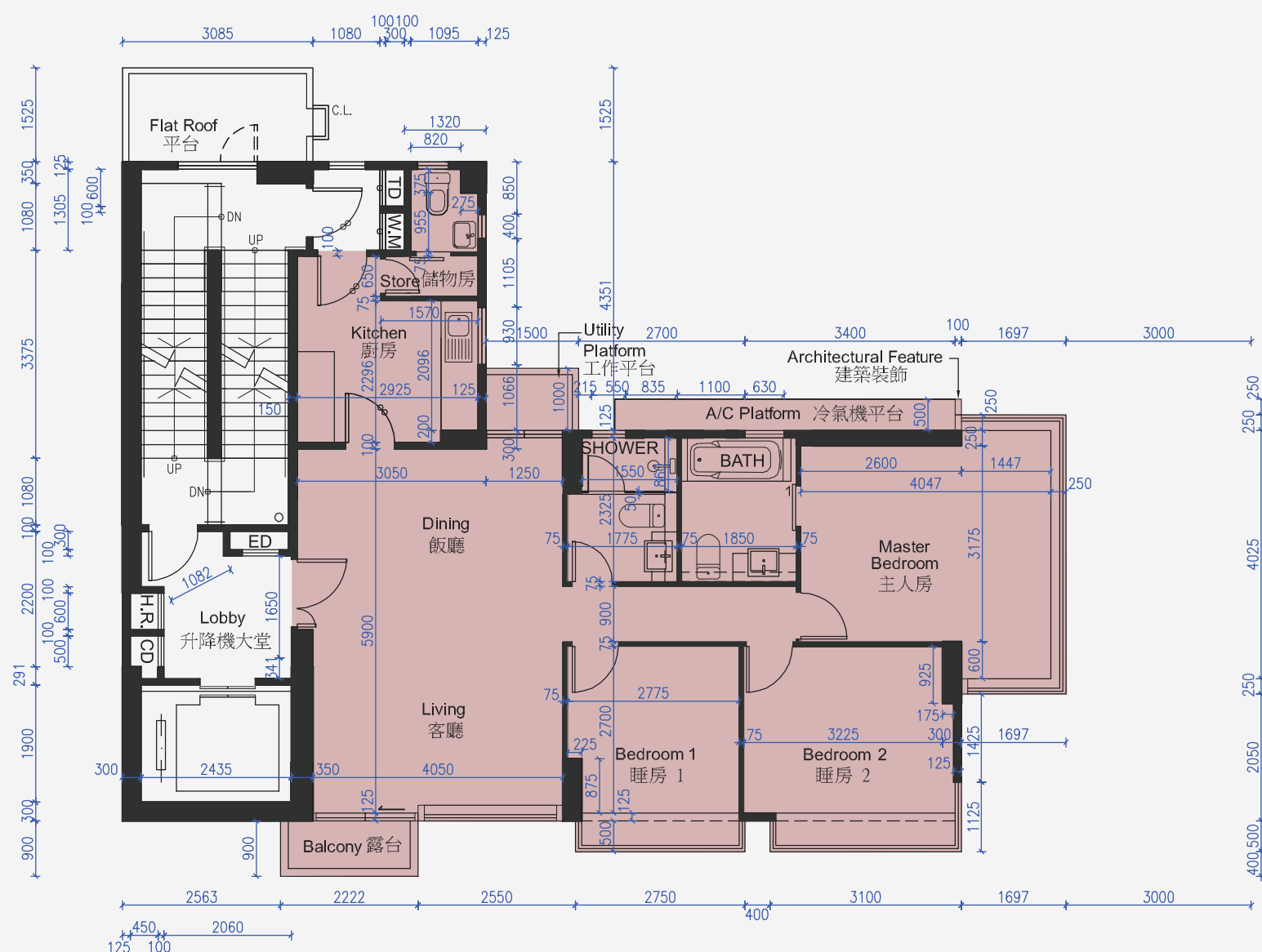
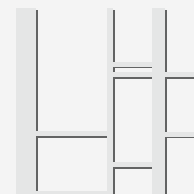
Boundary of the Development 發展項目的地界線



比例尺
Scale



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT



六樓平面圖



SHOWER = 淋浴間

1. Storey Height (Floor-to-floor height) is 3150mm.
2. The thickness of the floor slabs (excluding plaster) of each residential unit is 130mm, 150mm, 175mm and 300mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

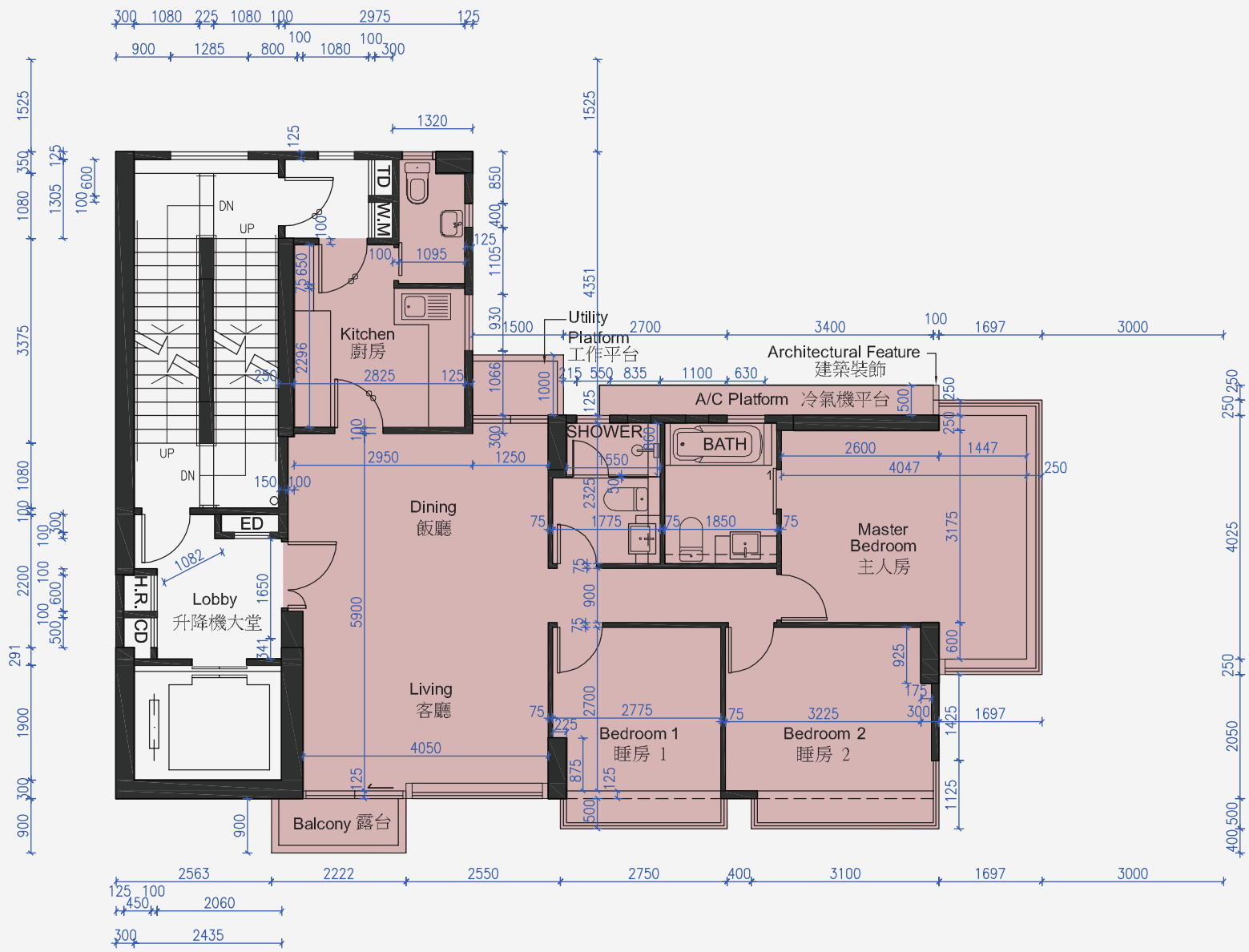
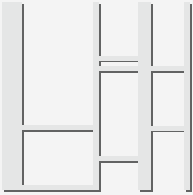
1. 樓層高度 (層與層之間的高度)為3150毫米。
2. 每個住宅單位的樓板(不包括灰泥)的厚度為130毫米，150毫米，175毫米及300毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

1. This Floor plan is prepared according to the building plan approved by Building Authority on 13 September 2010.
2. The dimensions in floor plans are all structural dimensions in millimeter.

1. 本平面圖根據2010年9月13日建築事務監督批准的建築圖則繪製。
2. 平面圖所列之數字為以毫米表示之建築結構尺寸。

發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT



7TH TO 20TH FLOOR PLAN (13/F & 14/F OMITTED)

七樓至二十樓平面圖
(不設十三樓及十四樓)



Abbreviation縮寫：

- U.P. = Utility Platform = 工作平台
A/C Platform = Air-conditioner Platform = 冷氣機平台
ED = Electric Duct = 電錶槽
CD = Conduit Duct = 電線槽
H.R. = Hose Reel = 消防喉轆
W.M. = Water Meter = 水錶櫃
TD = Telecom Duct = 電話槽
BATH = BATHTUB = 浴缸
SHOWER = 淋浴間

1. Storey Height (Floor-to-floor height) is 3150mm.
2. The thickness of the floor slabs (excluding plaster) of each residential unit is 130mm, 150mm, 175mm and 300mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

1. 樓層高度 (層與層之間的高度)為3150毫米。
2. 每個住宅單位的樓板(不包括灰泥)的厚度為130毫米，150毫米，175毫米及300毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:

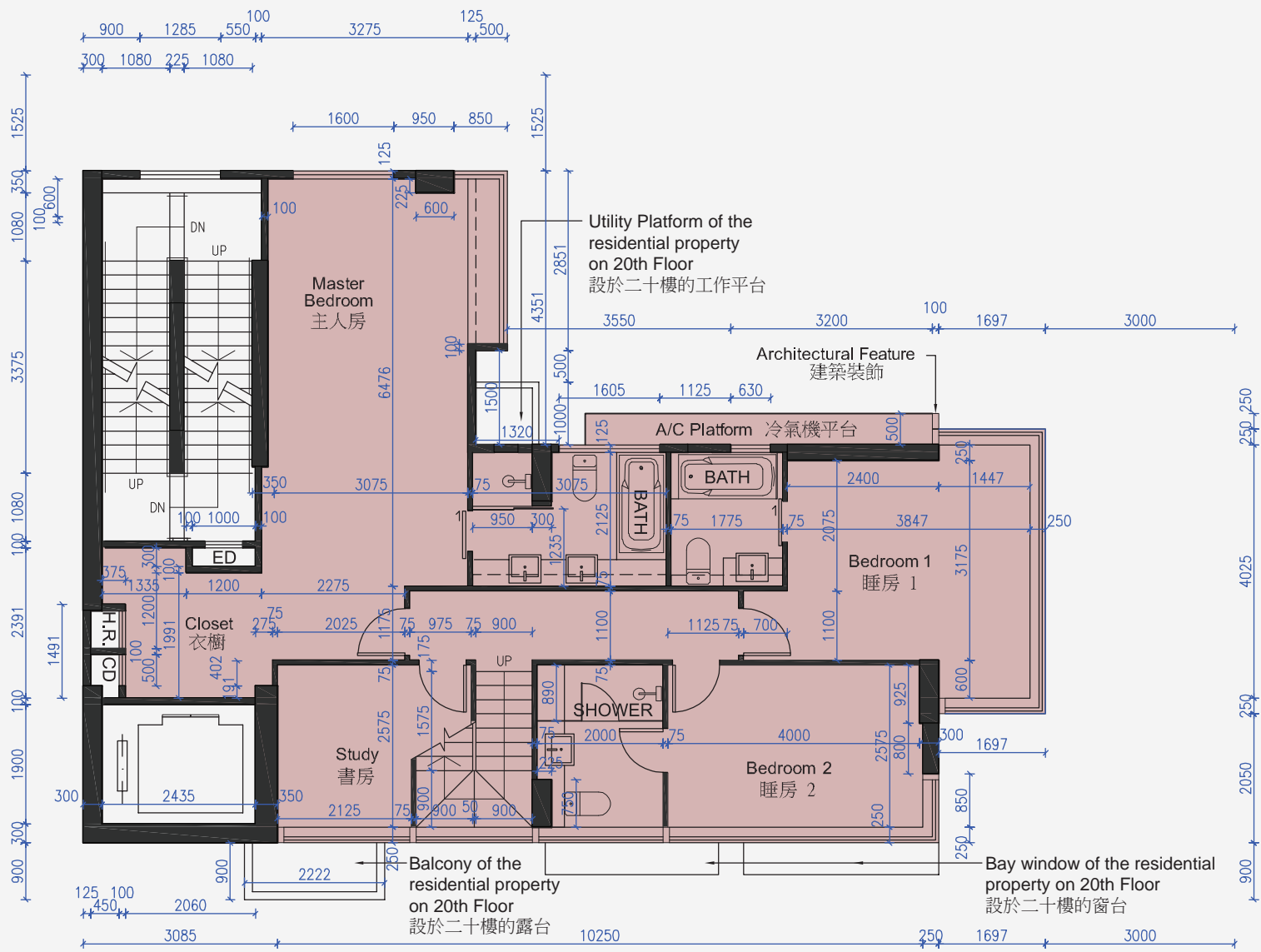
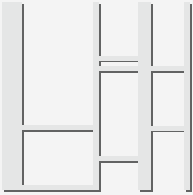
1. This Floor plan is prepared according to the building plan approved by Building Authority on 13 September 2010.
2. The dimensions in floor plans are all structural dimensions in millimeter.

備註：

1. 本平面圖根據2010年9月13日建築事務監督批准的建築圖則繪製。
2. 平面圖所列之數字為以毫米表示之建築結構尺寸。

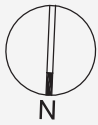
發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT



21ST FLOOR PLAN (LOWER DUPLEX)

二十一樓平面圖 (複式低層)



Abbreviation縮寫：

U.P. = Utility Platform = 工作平台

A/C Platform = Air-conditioner Platform = 冷氣機平台

ED = Electric Duct = 電錶槽

CD = Conduit Duct = 電線槽

H.R. = Hose Reel = 消防喉轆

BATH = BATHTUB = 浴缸

SHOWER = 淋浴間

1. Storey Height (Floor-to-floor height) is 3150mm.
2. The thickness of the floor slabs (excluding plaster) of each residential unit is 130mm, 150mm, 175mm, 200mm and 300mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

1. 樓層高度 (層與層之間的高度)為3150毫米。
2. 每個住宅單位的樓板(不包括灰泥)的厚度為130毫米，150毫米，175毫米，200毫米及300毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:

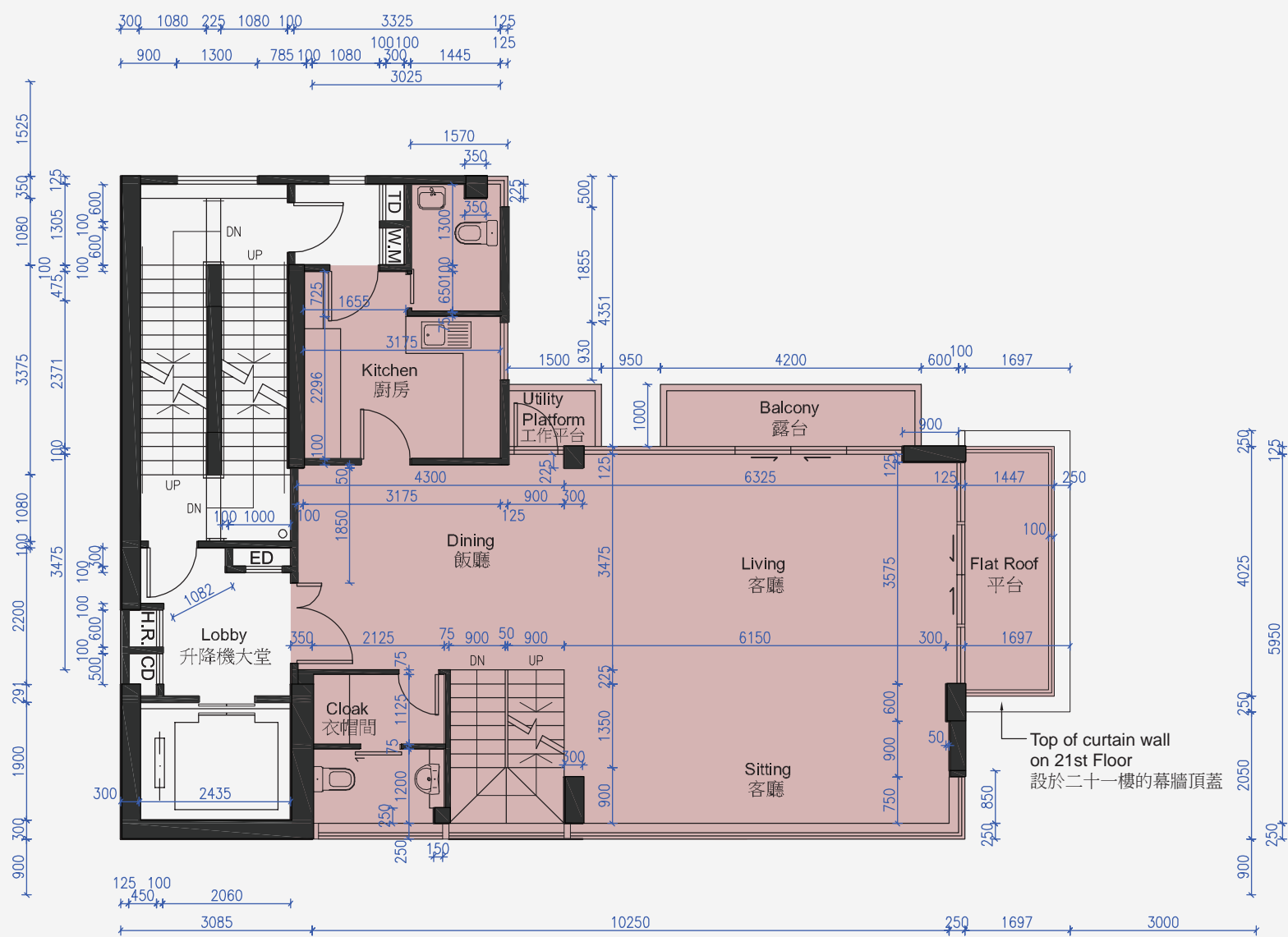
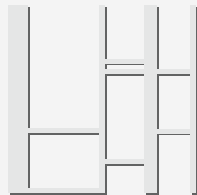
1. This Floor plan is prepared according to the building plan approved by Building Authority on 13 September 2010.
2. The dimensions in floor plans are all structural dimensions in millimeter.

備註：

1. 本平面圖根據2010年9月13日建築事務監督批准的建築圖則繪製。
2. 平面圖所列之數字為以毫米表示之建築結構尺寸。

發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT



22ND FLOOR PLAN (UPPER DUPLEX)

二十二樓平面圖 (複式高層)



Abbreviation縮寫：

- U.P. = Utility Platform = 工作平台
A/C Platform = Air-conditioner Platform = 冷氣機平台
ED = Electric Duct = 電錶槽
CD = Conduit Duct = 電線槽
H.R. = Hose Reel = 消防喉轆
W.M. = Water Meter = 水錶櫃
TD = Telecom Duct = 電話槽

1. Storey Height (Floor-to-floor height) is 3650mm.
2. The thickness of the floor slabs (excluding plaster) of each residential unit is 130mm, 150mm, 300mm and 450mm.
3. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

1. 樓層高度 (層與層之間的高度)為3650毫米。
2. 每個住宅單位的樓板(不包括灰泥)的厚度為130毫米，150毫米，300毫米及450毫米。
3. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:

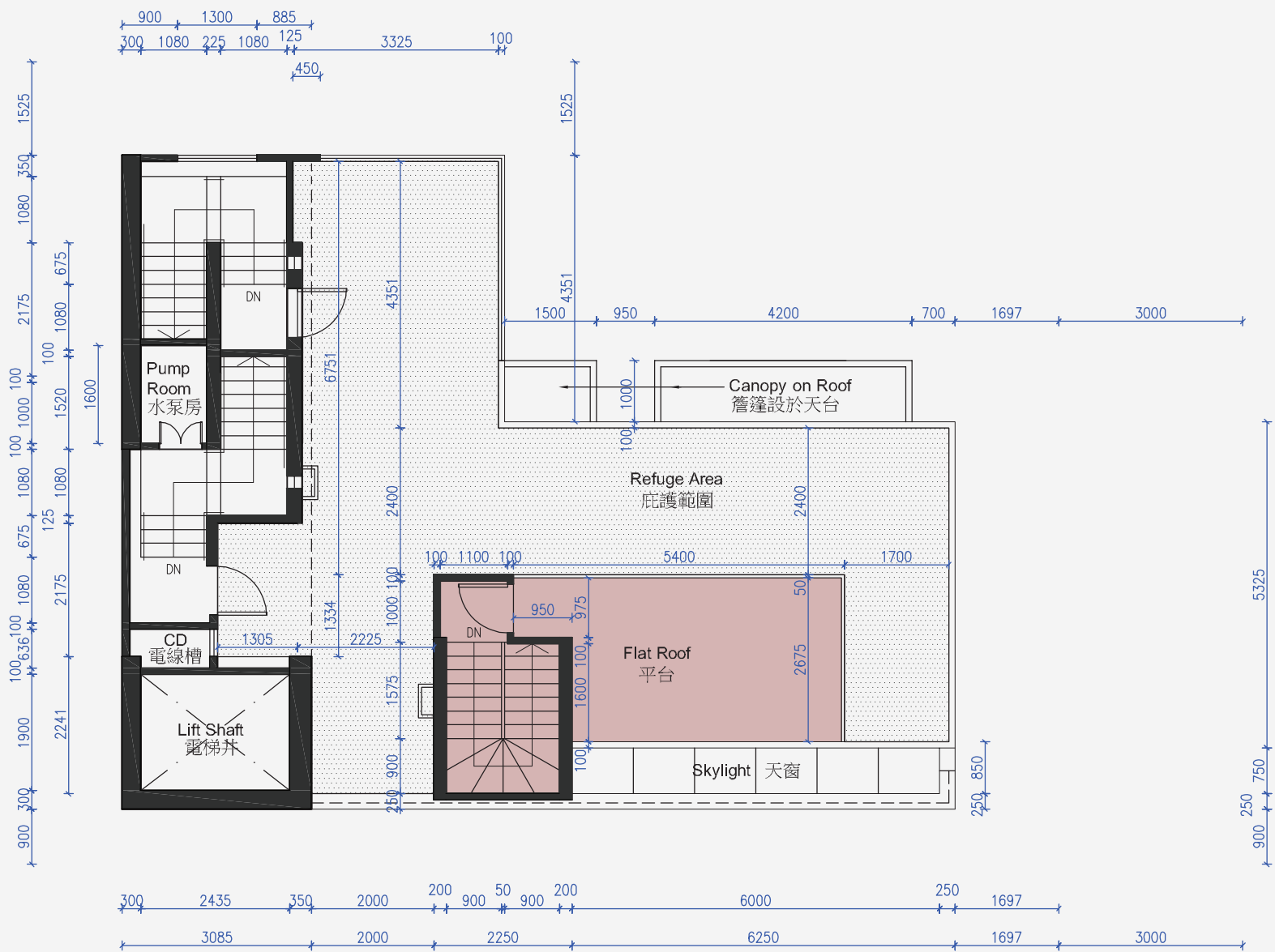
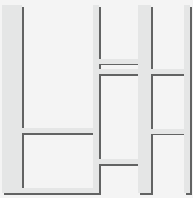
1. This Floor plan is prepared according to the building plan approved by Building Authority on 13 September 2010.
2. The dimensions in floor plans are all structural dimensions in millimeter.

備註：

1. 本平面圖根據2010年9月13日建築事務監督批准的建築圖則繪製。
2. 平面圖所列之數字為以毫米表示之建築結構尺寸。

發展項目的住宅物業的樓面平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT



ROOF FLOOR PLAN

天台平面圖



1. The thickness of the floor slabs (excluding plaster) of each residential unit is 130mm and 200mm.
2. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

1. 每個住宅單位的樓板(不包括灰泥)的厚度為130毫米及200毫米。
2. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:

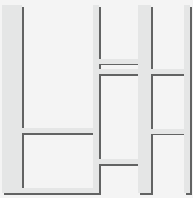
1. This Floor plan is prepared according to the building plan approved by Building Authority on 13 September 2010.
2. The dimensions in floor plans are all structural dimensions in millimeter.

備註：

1. 本平面圖根據2010年9月13日建築事務監督批准的建築圖則繪製。
2. 平面圖所列之數字為以毫米表示之建築結構尺寸。

發展項目中的住宅物業的樓面面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT



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)) Saleable Area (Including balcony, utility platform and verandah (if any)) 平方米 (平方呎) sq. metre (sq. ft.)	其他指明項目的面積 (不計算入實用面積) Area of other specified Items (Not included in the Saleable Area) 平方米 (平方呎) sq. metre (sq. ft.)									
樓層 Floor		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 Stair hood	前庭 Terrace	庭園 Yard
6/F	91.243 (982) 露台 Balcony 2.000 (22) 工作平台 Utility Platform 1.500 (16)	N/A	2.925 (31)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
7/F-20/F	91.243 (982) 露台 Balcony 2.000 (22) 工作平台 Utility platform 1.500 (16)	N/A	2.925 (31)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
21/F-22/F	184.533 (1986) 露台 Balcony 4.200 (45) 工作平台 Utility platform 1.500 (16)	N/A	1.426 (15)	N/A	5.824 (63)	N/A	N/A	12.696 (137)	7.295 (79)	N/A	N/A

Remarks :

The saleable area of the residential property and the floor area of a balcony, a utility platform or a verandah forming part of the residential property and area of other specified items of the residential property are calculated in accordance with Section 8 and Part 2 of Schedule 2 to the Residential Properties (First-hand Sale) Ordinance.

The areas in square metre have been converted to square feet based on a conversion rate of 1 square metre = 10.764 square feet and rounded off the nearest integer.

The balcony areas are rounder up to 2sq.m (22sq.ft) according to the General Building Plans approved by the Buildings Department.

備註：

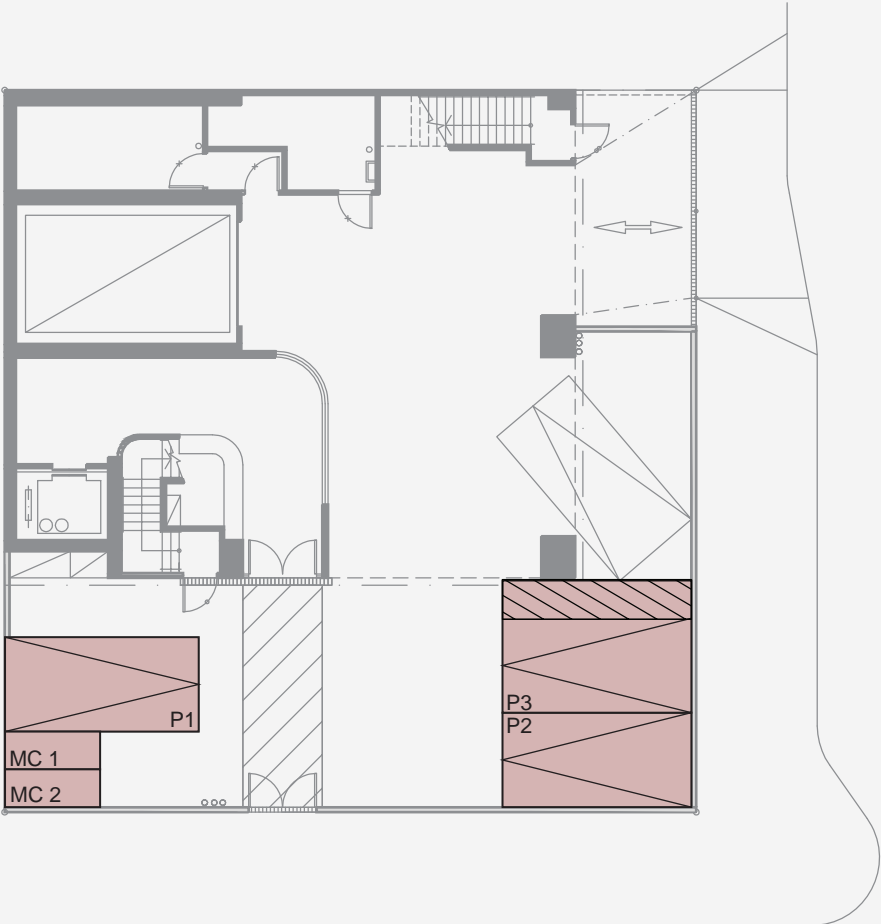
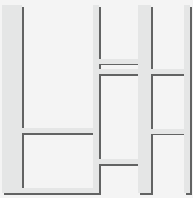
住宅物業的實用面積及構成住宅物業的一部份的露台、工作平台或陽台的樓面面積及屬該住宅物業其他指明項目的面積是按《一手住宅物業銷售條例》第8條及附表2第2部的計算得出的。

以平方米出的面積以1平方米=10.764 平方尺並以四捨五入至整數。

露台面積依據屋宇署批准之建築圖則四捨五入至2平方米 (22平方呎)。

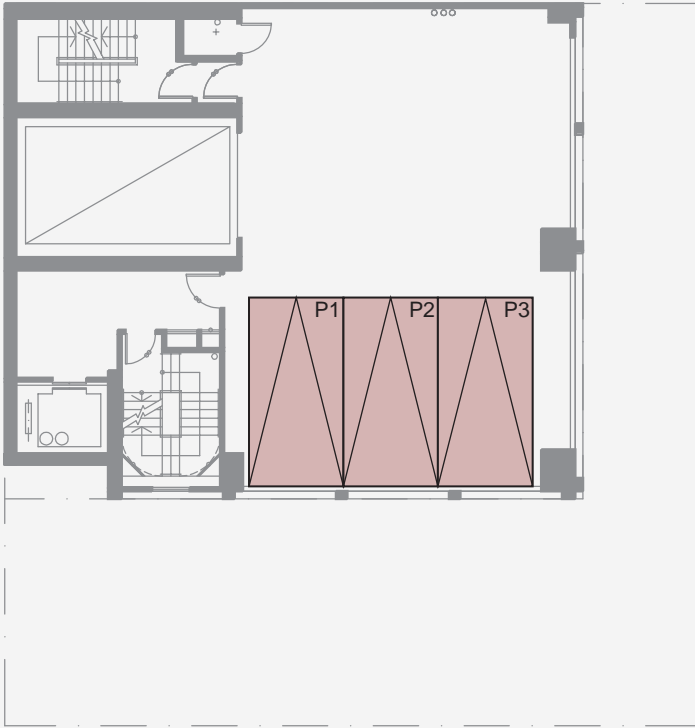
發展項目中的停車位的樓面平面圖

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT



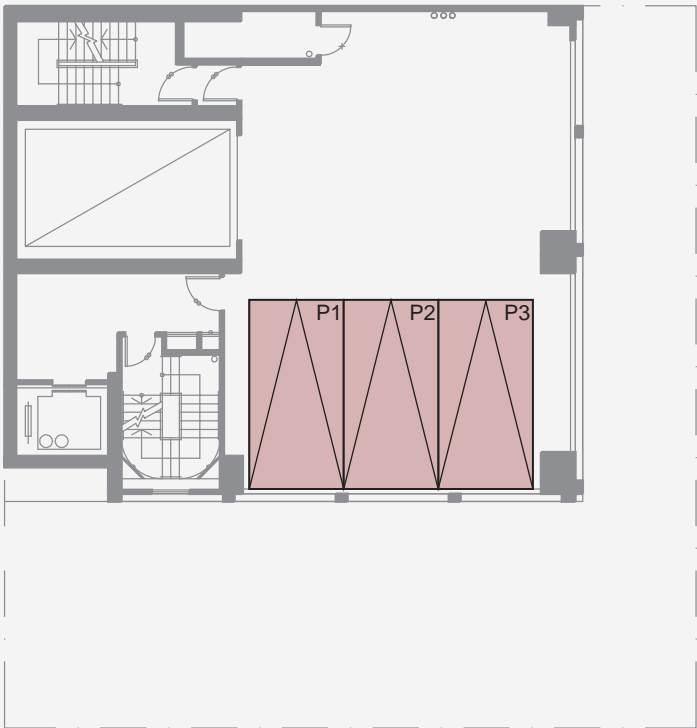
GROUND FLOOR PLAN

地下平面圖



1ST FLOOR PLAN

一樓平面圖

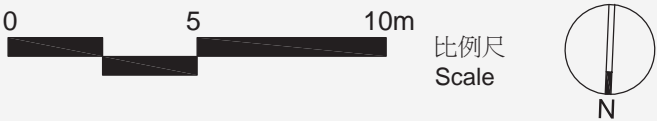


2ND & 3RD FLOOR PLAN

二樓及三樓平面圖

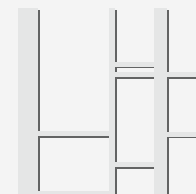
Floor 樓層	Number 數目	Category of Carparking Space 車位類別	Dimension (LxW)(m) 尺寸(長X闊)(米)	Area per Space (sq.m.) 每個車位面積 (平方米)	
Ground Floor 地下	5	Residential Car Parking Space 住宅車位	P 1 (2.5mW x 5mL x 2.4mH)	12.5	
			P 2 (2.5mW x 5mL x 2.4mH)	12.5	
			P 3 (3.5mW x 5mL x 2.4mH)*	17.5	
		Motor Cycle電單車車位 Parking Spaces	MC 1 (1mW x 2.4mL)	2.4	
			MC 2 (1mW x 2.4mL)	2.4	
1/F 一樓	3	Residential Car Parking Space 住宅車位	P 1 (2.5mW x 5mL x 2.4mH)	12.5	
2/F 二樓	3		P 2 (2.5mW x 5mL x 2.4mH)	12.5	
			P 3 (2.5mW x 5mL x 2.4mH)	12.5	
			P 1 (2.5mW x 5mL x 2.4mH)	12.5	
3/F 三樓	3		P 2 (2.5mW x 5mL x 2.4mH)	12.5	
			P 3 (2.5mW x 5mL x 2.4mH)	12.5	
			P 1 (2.5mW x 5mL x 2.4mH)	12.5	

*Accessible Car Parking Space 暢通易達停車位



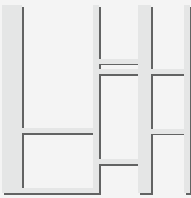
Remark :
The above plans are made in accordance with the latest approved building plans.

備註：
上述之平面圖依據最新批准建築圖則擬構。



- | | |
|---|--|
| <p>1. A preliminary deposit of 5% is payable on the signing of that preliminary agreement;</p> <p>2. 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;</p> <p>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 that preliminary agreement –</p> <ul style="list-style-type: none">i. that preliminary agreement is terminated;ii. the preliminary deposit is forfeited; andiii. the owner does not have any further claim against the purchaser for the failure. | <p>1. 在簽署臨時合約時須支付款額為5%的臨時訂金。</p> <p>2. 買方在簽署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份持有。</p> <p>3. 如買方沒有於訂立該臨時合約的日期之後5個工作日之內簽立買賣合約 –</p> <ul style="list-style-type: none">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



1. The commons parts of the Development.

(a) Common Areas and Facilities

means collectively the Building Common Areas and Facilities, the Residential Common Areas and Facilities and the Car Park Common Areas and Facilities.

(b) Building Common Areas and Facilities

means and includes the passages, entrances, walkways, stairways, landings, platforms, open spaces and decks, slopes and retaining walls (if any), boundary fence walls, external walls, parapet walls, lobbies, spaces for the loading and unloading by refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, A/C and AHU plant room (other than any E&M room, A/C and AHU plant room specifically designated for the use and benefit of Club House), drencher pump room, spaces for the loading and unloading by motor vehicles, waiting space, plant room, caretaker's counter, office for Owners' Committee, roof plant room, upper roof, FS booster pump room, lift machine room, emergency generator room, fire service tank, filtration plant room, main switch room, switch room, management office, lift lobby, refuse room, transformer room, cable room, pump rooms, sewage room, fire services control room, guard room, caretaker's office, caretaker's quarter, caretaker's counter, meter rooms, store rooms, telecommunication broadcasting equipment room, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, landscaped areas, water features, planters, and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, communal television and radio aerial systems, cable television system (if any), wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development by EXCLUDING the Residential Common Areas and Facilities, the Car Park Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner. Such Building Common Areas and Facilities (unless incapable of being shown on plans) are shown coloured Yellow on the plans certified by the Authorized Person and annexed to the DMC.

(c) Residential Common Areas and Facilities

means and includes the Recreational Areas and Facilities, A/C and AUH plant room for the use and benefit of the Club House, such of the passages, domestic entrance, lobby, landings, halls, lift lobbies, structural walls, external walls and surfaces of the Residential Accommodation, stairways, refuge area, lift machine room, fire services booster pump room, irrigation pump room, pressure reducing valve room, swimming pool surge tank, emergency generator room, store room (if any), upper roofs and flat roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen's lifts, water tanks, aerials, meters, transformers, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting

equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents of the Residential Accommodation and their bona fide guests or visitors and such other areas within the Land and such other systems, devices and facilities within the Development as are designated by the First Owner for common use and benefit of the Residential Accommodation in accordance with the DMC but EXCLUDING the Building Common Areas and Facilities and the Car Park Common Areas and Facilities and such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner. Such Residential Common Areas and Facilities (unless incapable of being shown on plans) are shown coloured Green on the plans certified by Authorized Person and annexed to the DMC.

(d) Recreational Areas and Facilities

means and includes the Club House and such recreational areas and facilities and other planters and such other recreational areas and facilities for the enjoyment and use of the residents of the Residential Accommodation and their bona fide visitors.

(e) Club Rules

means such rules and regulations set down by the Manager (with the approval of the owners' committee, if and when it is formed) from time to time with specific application to the club House and the use and enjoyment thereof.

(f) Car Park Common Areas and Facilities

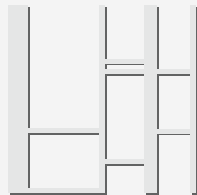
means all those Car Parking Areas (other than those specifically designated as Car Parking Spaces or Motor Cycle Parking Spaces shown and delineated on the car park layout plan approved by the Building Authority) including run in & out, car lift, car lift machine room, the car park exhaust air chamber, drop off lifts, lift lobbies, staircases, driveways, general store room, control gates, such spaces (if any) the use of which will be set aside and all the water pipes, drains and wires and cables and lighting in respect of the Car Parking Areas, fire fighting installation and equipment, and any other facilities installed for the use and benefit of the Car Parking Space and/or the Motor Cycle Parking Space and includes such other areas, apparatus, devices, systems and facilities of and in the Development within the Car Parking Areas as are designated by the First Owner as Car Park Common Areas and Facilities but EXCLUDING the Building Common Areas and Facilities, the Residential Common Areas and Facilities and such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner. Such Car Park Common Areas and Facilities (unless incapable of being shown on plans) are shown coloured Grey on the plan(s) certified by the Authorized Person and annexed to the DMC.

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

	Number of Unit	Undivided Shares	
		Per Unit	Sub-Total
Residential Units			
6 th Floor	1	20	20
7 th to 20 th Floors (13 th and 14 th Floors omitted)	12	20	240
21 st and 22 nd Floors (Duplex)	1	40	40

3. The term of years for which the manager of the development is appointed.
The Manager is to be appointed for an initial term of two years from the date of the DMC and to be continued thereafter until termination of the Manager's appointment in accordance with the provisions thereof.

SUMMARY OF DEED OF MUTUAL COVENANT



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

Each annual management budget shall be divided into the following parts :-

- (a) 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 Building Common Areas and Facilities therein.
- (b) 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 two sections :-
 - (i) the first section shall cover 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 including (without in any way limiting the generality of the foregoing) maintenance repair, cleansing, lighting and security for and in the Residential Common Areas and Facilities for the benefit to the Owners of Residential Units.
 - (ii) The second section shall cover all expenditure which in the opinion of the Manager is specifically referable to the Car Park Common Areas and Facilities for the benefit to Owners of Car Parking Space and/or Motor Cycle Parking Space.

Each Owner shall contribute towards the management budget in accordance with the following principles:

- (a) Each owner shall pay for every Management share allocated to any Residential Unit and/or Car Parking Space and/or Motor Cycle Parking Space of which he is the Owner a fraction of the total amount assessed under

the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares in the Development;

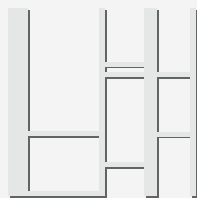
- (b) Each Owner of the Residential Units in addition to the amount payable under sub-clause (a) of this Clause shall in respect of each Management Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares allocated to all the Residential Units;
- (c) Each Owner of the Car Parking Spaces or the Motor Cycle Parking Spaces in addition to the amount payable under sub-clause (a) of this Clause shall in respect of each Management Share allocated to a Car Parking Space or a Motor Cycle Parking Space of the Car Parking Areas of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Management Shares allocated to all the Car Parking Spaces and the Motor Cycle Parking Spaces.

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

The management fee deposit is equivalent to three monthly management contributions of the management expenses and such sum is non-refundable but transferable.

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

Not applicable.



1. 發展項目的公用部分

- (a) 「公用地方及設施」統指大廈公用地方及設施、住宅公用地方及設施及停車場公用地方及設施。
- (b) 「大廈公用地方及設施」指並包括通道、入口、行人路、樓梯、梯台、平台、露天地方及曬台、斜坡及護土牆（如有）、邊界圍牆、外牆、護牆、大廳、垃圾車裝卸區、服務區、車道、道路及行人道、坡道、空調及 AHU 機房（指定供會所使用與享用的機電房、空調及 AHU 機房除外）噴水器泵房、車輛裝卸區、候客區、機房、管理員辦公枱、業主委員會辦事處、天台機房、上層屋頂、消防加壓泵房、升降機機房、緊急發電機房、消防水箱、過濾機房、主電掣房、電掣房、管理處、升降機門廊、垃圾房、變壓器房、電纜房、泵房、污水房、消防控制房、警衛室、管理員辦事處、管理員宿舍、管理員工作枱、儀錶室、儲物室、電訊廣播設備房、安裝或使用無線廣播分導或電訊網絡設施區域、園藝區、水裝飾、花架及排水渠、渠道、總水喉、污水渠、食水及鹹水儲水箱、食水及鹹水進水口及總喉、暴雨儲水箱及排水連接口、公共電視及無線電天線系統、有線電視系統（如有）電線、電纜和通過目前或任何時候在該地段之內、之下、之上或經過該地段將食水、鹹水、煤氣、電話、電力及其他服務供應給大廈的其他設施（不論有否套上套道）、灌木及其他植物及草木、燈柱及其他照明裝置、消防及滅火設備及裝置、保安系統及裝置、通風系統和在大廈內安裝或提供給大廈共同使用與享用的任何其他機械系統、裝置或設施，但不包括住宅公用地方及設施、停車場公用地方及設施和大廈內供任何個別業主有權利及特權獨家持有、使用、佔用及享用的區域和大廈內僅服務任何個別業主的設施。上述大廈公用地方及設施（如果可以在圖則上顯示）在本公契附錄經認可人士核實的圖則上用黃色顯示。
- (c) 「住宅公用地方及設施」指並包括住宅公用地方及設施、供會所使用與享用的空調及 AHU 機房、通道、住宅入口、大廳、梯台、大堂、升降機門廊、住宅區的結構牆、外牆及飾面、樓梯、垃圾區、升降機機房、消防加壓泵房、灌溉泵房、減壓閥室、游泳池污水水箱、緊急發電機房、儲物室（如有）、上層屋頂及平台（不屬於住宅單位之部分）、儀錶室和儀錶區及其平台、升降機、升降機槽、消防員升降機、水箱、天線、儀錶、變壓器、照明、排水渠、渠道、污水渠、鹹水及食水進水口及總喉、電線、電纜、電力、空調及通風系統，將食水、鹹水、污水、煤氣、電力及其他服務供應給住宅區的其他設施（不論有否套上套管）、泵、水箱、衛生裝置、電力裝置、固定物、設備及裝置、消防及滅火設備及裝置、保安系統及裝置、通風系統和目前在大廈內提供或安裝供住宅區業主及住戶和他們的真正來賓或訪客共同使用與享用的其他區域及任何其他系統、裝置及設施，和第一業主按本公契指定供住宅區共同使用與享用該地段的其他區域和大廈內的其他系統、裝置及設施，但不包括大廈公用地方及設施、停車場公用地方及設施和大廈內供任何個別業主有權利及特權獨家持有使用、佔用及享用的區域和大廈內僅服務任何個別業主的設施。上述住宅公用地方及設施（如果可以在圖則上顯示）在本公契附錄經認可人士核實的圖則上用綠色顯示；
- (d) 「康樂區及設施」指並包括會所和供住區住戶和他們的真正 訪客享用與使用的康樂區及其他機械和其他康樂區及設施；
- (e) 「會所守則」(經業主委員會（如有）批准，如已成立)，經理人不時訂立專門適用於會所及其使用與享用的守則及規定；
- (f) 「停車場公用地方及設施指所有停車場區域（在建築事務監督批准的停車場平面圖上顯示與標註專門指定作車位或電單車車位的部分除外），包括進出通道、車輛升降機、車輛升降機機房、停車場排氣室、上落客貨升降機、升降機門廊、樓梯、車道、一般儲物室、控制間、後備區域（如有）、一切水管、排水渠、電線、電纜及停車場的照明、消防裝置及設備和在停車場內安裝供車

位及/或電單車車位使用與享用的任何其他設施，包括第一業主指定停車場內作為停車場公用地方及設施的大廈內的其他區域、器械、裝置、系統及設施，但不包括大廈公用地方及設施、住宅公用地方及設施和大廈內供任何個別業主有權利及特權獨家持有使用、佔用及享用的區域和大廈內僅服務任何個別業主的設施。上述停車場公用地方及設施（如果可以在圖則上顯示）在公契附錄經認可人士核實的圖則上用灰色顯示。

2. 分配予發展項目中的每個住宅物業的不分割份數的數目。

住宅物業	單位數目	不可分割份數	
		每個單位	小計
6 樓	1	20	20
7 樓至 20 樓 (不設 13 樓及 14 樓 編號)	12	20	240
21 樓和 22 樓(複式單位)	1	40	40

3. 發展項目的管理人的委任年期

經理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止為止。

有關發展項目的管理人的委任日期:

將獲委任為本物業發展項目的首任經理人(「經理人」)，由公契訂立日起為期兩年，其後繼續任期直至按公契內條款列明情況終止。

4. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分 擔。

年度管理費預算案將按以下部份編製:

- (a). 第一部份包含關乎發展項目全體業主利益及大廈公用地方及設施的管理開支。
- (b) 第二部份包含關乎發展項目特定部份的管理開支，並分為下列首項及次項:-
- (i) 第二部份首項包括關於住宅公用地方及設施以住宅單位業主利益的管理開支，包括但不限於住宅公用地方及設施的保養、維修、清潔、照明和保安等的開支。
- (ii) 第二部份次項包括關乎各車位或各電單車車位業主利益的管理開支。

各業主該按照以下原則攤付管理預算案:

- (a) 發展項目內各業主該以其單位所持有的管理份數按比例攤付年度管理預算案第一部份。
- (b) 各住宅單位業主除攤付上述 (a) 條的預算管理開支外、該以其住宅單位所持有的管理份數按比例攤付年度管理預算案第二部份首項。
- (c) 各車位或電單車位業主除攤付上述 (a) 條的預算管理開支外、該以其車位或電單車位所持有的管理份數按比例攤付年度管理預算案第二部份次項。

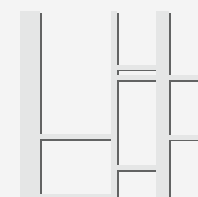
5. 計算管理費按金的基準:

管理費按金相等於每月管理開支的三個月款項。該筆款項不可退還，但可轉讓。

6. 擁有人在發展項目中保留作自用的範圍(如有的話):

不適用

SUMMARY OF LAND GRANT



1. The Development is situated on Section A of Subsection 1 of Section G and The Remaining Portion of Subsection 1 of Section G of Kowloon inland Lot No.2097 (collectively the "Land").
2. Kowloon inland Lot No.2097 are held under a Government Lease which are deemed to have been issued and by virtue of the Government Leases Ordinance (Cap.40) for the further term of 75 years commencing from the 6th February 2003 upon the expiration of the original term of 75 years commencing from 6th February 1928 created under a renewable Government Lease of Kowloon Inland Lot No.2097 dated 26th July 1930 as varied or modified by a Modification Letter dated 5th March 2008 and registered in the Land Registry by Memorial No.08031402900026 (collectively the "Lease").
3. The Lease requires the Lessee "from time to time, and at all times hereafter when where, and as often as need or occasion shall be and require, at his and their own proper costs and charges, well and sufficiently Repair, Uphold, Support, Maintain, Pave, Purge, Scour, Cleanse, Empty, Amend and keep the messuage or tenement messuages or tenements and all other erections and buildings, now or at any time hereafter standing upon the said piece or parcel of ground hereby expressed to be demised, and all the Walls, Banks, Cuttings, Hedges, Ditches, Rails, Lights, Payments, Privies, Sinks, Drains and Watercourses thereunto belonging, and which shall in any-wise belong or appertain unto the same, in, by and with all and all manner of needful and necessary reparations, cleansings and amendments whatsoever, the whole to be done to the satisfaction of the Surveyors of His said Majesty, His Heir successors, or assigns [Director of Lands]".
4. The Lease empowers that "the Director of Lands" shall have full power to resume, enter into and re-take possession of all or any part of the premises hereby expressed to be demised, if required, for the improvement of the said Colony of Hong Kong or for any other public purpose whatsoever three Calendar Months notice being given to the said Lessees of its being so required, and a full and fair compensation for the said Land and the Buildings thereon, being paid to the said Lessees and their Assigns at a Valuation, to be fairly and impartially made by the said Survey of His said Majesty, His Heirs, Successors or assigns Director and upon the exercise of such power the term and estate hereby created shall respectively cease, determine and be void.
5. Clause 1 of the Lease stipulates that:-

The Land or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
6. Clause 2(a) of the Lease stipulates that:-

Any building or buildings erected or to be erected on the Land shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation.
7. Clause 2(d) of the Lease stipulates that:-

The design, disposition and height of any building or buildings erected or to be erected on the Land shall be subject to the approval in writing of the Director.
8. Clause 5 (a) of the Lease stipulates that:-

The Lessees may erect, construct and provide within the Land such recreational facilities and facilities ancillary thereto ("the Facilities") as may be approved in writing by the Director.
9. Clause 5(b) of the Lease stipulates that:-

The Facilities provided in accordance with sub-clause (a) of this Clause shall only be used by any one or more residents of the residential block or blocks erected or to be erected on the Land and their bona fide visitor and by no other person or persons whosoever.
10. Clause 5(d)(ii) of the Lease stipulates that:

The Lessees shall at their own expense maintain such part of the Facilities in good and substantial repair and condition and shall operate such part of the Facilities to the satisfaction of the Director.
11. Clause 6 of the Lease stipulates that:-

No tree growing on the Land 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. Clause 7 of the Lease stipulates that:-

The Lessees shall at their own expense landscape and plant with trees and shrubs any portion of the Land and podium (if any) not built upon and thereafter maintain and keep the same in a clean, neat, tidy and healthy condition all to the satisfaction of the Director.
13. Clause 16 of the Lease stipulates that:-

(a)(i) Spaces shall be provided within the Land satisfaction of the Director for the purpose of the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected in the Land and their bona fide guests, visitors or invitees "the Residential Parking Space" at the rate to be calculated by reference to the average size of the residential units in the building or buildings erected or to be erected on the Land as set out in the Lease.

(b)(i) Out of the parking spaces provided under sub-clause (a) of this Clause, the Lessees shall reserve and designate one space for the parking of motor vehicles by disable persons as defined in the Road Traffic Ordinance, any regulation made thereunder and any amending legislation, who are the residents of the residential units in the building or buildings erected or to be erected on the Land and the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the Land.

(c) Spaces shall be provided within the Land to the satisfaction of the Director for the parking of motor cycles ("the Residential Motor Cycle parking Spaces") licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Land and their bona fide guests, visitors or invitees at the rate of 10 percent of the total number of spaces required to be provided under sub-clause (a)(i) of this Clause.

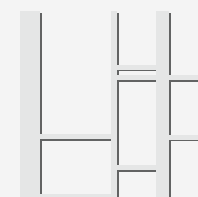
(g) The spaces provided under sub-clause (a)(i), (b)(i), (c) and (e) of this Clause shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
14. Clause 17 (b) of the Lease stipulates that:-

The Residential Parking Spaces shall not be:

(i) assigned except:

(I) together with undivided shares in the Land giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Land; or

(II) to a person who is already the owner of undivided shares in the Land with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Land; or



- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Land.

Provided that in any event not more than three of the Residential Parking Spaces shall be assigned or underlet to the owner or resident of any one residential unit.

15. Clause 18 of the Lease stipulates that:-

The said parking spaces and the Car Park Common Areas indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Clauses (16) and (17) of the Lease. The Lessees shall maintain the parking spaces, the Car Common Areas and other spaces, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the Land or any building or structure thereon shall be used for parking purposes.

16. Clause 19 of the Lease stipulates that:-

The Lessees shall have no right of ingress or egress to or from the Land for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan marked "PLAN A" annexed to the Lease or at such other point as may be approved in writing by the Director.

17. Clause 20 of the Lease stipulates that:-

The Lessees shall not cut away, remove or set back any Government land adjacent to or adjoining the Land or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the Land at such premium as he may determine.

18. Clause 21 of the Lease stipulates that:-

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Land or on any Government land, which is or was done for the purpose of or in connection with the formation, leveling or development of the Land or any part thereof lease or any other works required to be done by the Lessees under the terms and covenants of the Lease, or for any other purpose, the Lessees shall at their own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Land and also any adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessees shall at all times during the term hereby granted maintain at their own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Clause shall prejudice the Government's right under the terms and covenants herein contained, in particular Clause (20) of the Lease.
- (c) In the event that as a result of or arising out of any formation, leveling development or other works done by the Lessees or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Land or from any adjacent or adjoining Government or leased land, the Lessees shall at their own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government

its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

- (d) In addition to any other rights or remedies herein provided for breach of any of the terms and conditions of the Lease, the Director shall be entitled by notice in writing to call upon the Lessees 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 Lessees shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Lessees shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

19. Clause 22 of the Lease stipulates that:-

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

20. Clause 23 of the Lease stipulates that:-

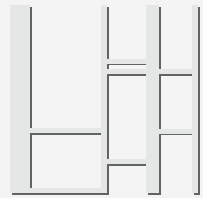
Where prestressed ground anchors have been installed, upon development or redevelopment of the Land or any part thereof, the Lessees shall at their own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the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

21. Clause 24 of the Lease stipulates that:-

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

22. Clause 25 of the Lease stipulates that:-

The Lessees shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair works ("the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installation being or running upon, over, under or adjacent to the Land or any part thereof (collectively "the Services"). The Lessees 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 their 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 Lessees shall comply with and at their 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 Lessees shall at their own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Land 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 Lessees shall pay to the Government on demand the cost of such works). If the Lessees fail to carry out any such necessary, diversion, relaying, repairing, making good and reinstatement of the Land or any part thereof or of any of the Service 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 Lessees shall pay to the Government on demand the cost of such works.

23. Clause 26 of the Lease stipulates that:-

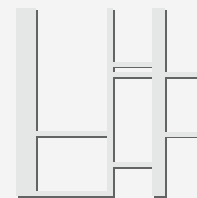
- (a) The Lessees shall construct and maintain at their own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Land or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water

drain all storm-water or rain-water falling or flowing on to the Land, and the Lessees shall be solely liable for and shall indemnify the Government and its offices from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

- (b) The works of connecting any drains and sewers from the Land to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Lessees for any loss or damage thereby occasioned and the Lessees shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessees at+ their 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 Lessees at their own cost and upon demand be handed over by the Lessees to the Government for future maintenance thereof at the expense of the Government and the Lessees shall pay to the Government on demand the cost of the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Lessees to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessees shall pay to the Government on demand the cost of such works.

批地文件的摘要

SUMMARY OF LAND GRANT



1. 本發展項目所在之地段為九龍內地段 2097 分段 G 小分段第 1 分段 A 及九龍內地段 2097 分段 G 小分段第 1 小分段餘段 (統稱「該地段」)。
2. 一份日期為 1930 年 7 月 26 日屬於九龍內地段 2097 段政府租契所規定的年期由 1928 年 2 月 6 日起計 75 年，並有權續期 75 年，而該租契的年期已根據《政府租契條例》由 2003 年 2 月 6 日起再有權續期 75 年並以註冊及存放於土地註冊處以摘要編號 08031402900026 註冊的批約修訂書變更和修改 (以下統稱「批地條件」)。
3. 批地條件要求「承批人」“不時及在此後的所有時間在每當有需要或情況要求時自費修理、維護、支持、鋪設、清洗、刷淨、清潔、清空、改動及保持現有或其後任何時間位於該塊土地的樓宇或單位及所有其他架設物及建築物及所有屬於該塊土地或與其有關的牆、堤、路塹、籬、溝、軌道、燈、行人路、旱廁、污水坑、排水渠及水道並進行所有必要及必須之修復、清洗及改動、以令地政署「署長」滿意”。
4. 批地條件賦予地政署「署長」“如有需要改善香港殖民地或其他公共目的，在給予「承批人」三個公曆月的通知及給予「署長」根據公平及公正無私地定的估值計算的對該塊土地及在上建築物的公平及公正的賠償後，有全權收回、進入及再取得本文訂明租借的所有土地或其任何部份的管有權，而當行使此權利時，本文產生的年期及利益將停止、終結及無效”。
5. 批地條件的第 1 條訂明：
該地段、當中任何部分、在其上興建和將會興建的任何建築物或其他任何部分，除作為私人住宅用途外，不得作任何其他用途。
6. 批地條件的第 2(a) 條訂明：
任何在該地段上興建或將興建一幢或多於一幢建築物須在所有方面符合目前或隨時在香港通行的《建築物條例》，其任何附屬規例及修訂法例。
7. 批地條件的第 2(d) 條訂明：
任何在該地段上興建或將興建一幢或多於一幢建築物的設計，外貌及高度須受制於「署長」的書面同意。
8. 批地條件的第 5(a) 條訂明：
「承批人」於「署長」書面同意情況下，可於該地段內興建，建造及供應康樂設施及其配套設施 (下稱「康樂設施」)。
9. 批地條件的第 5(b) 條訂明：
「批地條件」中的 5(a) 條款規定的「康樂設施」只供建於該地段的住宅大樓或多於一幢的住宅大樓之住客或多於一位的住客及其真實訪客共同使用及享用。
10. 批地條件的第 5(d)(ii) 條訂明：
「承批人」須自費保養該等「康樂設施」，達至良好及相當的維修狀況及條件並運作該等「康樂設施」至使「署長」滿意的程度。
11. 批地條件的第 6 條要求：
在該地段上或毗鄰的樹木，不得在未得到「署長」事先書面同意的情況下移除或遭受干擾。而「署長」在給予同意時，可加上其認為合適的關於移植、補償性園景美化或重植的條款。
12. 批地條件的第 7 條訂明：
「承批人」應自費在無建築結構的該地段範圍及平台 (如有者) 進行園景美化工程及植樹和栽種灌木，其後並需維修和保養，以保持該處安全、清潔、整齊及健康，以令「署長」滿意。
13. 批地條件的第 16 條訂明：
(a)(i) 該地段內將設有「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌

而屬於現已或將會建於該地段的一座或多座建築物內各住宅單位的住客及彼等之真正訪客、來賓或賓客車輛 (此等車位以下簡稱「住宅車位」)。住宅車位的分配比率將按照現已或將會建於該地段各住宅單位的平均面積以列於「批地條件」內計算。

- (b)(i) 於「批地條件」第 16(a) 條款中所指的住宅車位，「承批人」須保留及指劃一住宅車位以供傷殘人士停泊根據《道路交通條例》，其任何附屬規例及修訂法例持牌並屬於現已或將會建於該地段的一座或多座建築物內各住宅單位的住客及彼等之真正訪客，來賓或賓客車輛。
 - (c) 該地段內將設有「署長」滿意的電單車車位，以供停泊根據《道路交通條例》，其任何附屬規例及修訂法例持牌並屬於現已或將會建於該地段的一座或多座建築物內各住宅單位的住客及彼等之真正訪客，來賓或賓客的電單車 (此等電單車車位以下簡稱「電單車車位」) 電單車車位的分配比率為於「批地條件」第 16(a)(i) 條款要求之住宅車位的百份之十計算。
 - (g) 根據「批地條件」中第 16(b)(i)、(c) 及 (e) 款提供的車位除作該條款訂明的用途外不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。
14. 批地條件的第 17(b) 條要求：
住宅車位不可：
- (i) 轉讓，除非
 - (I) 連同給予專屬權使用和佔用在該發展項目住宅單位的該地段不可分割份數一同轉讓；或
 - (II) 受讓人已經是該地段不可分割份數連同專屬權使用和佔用在該發展項目住宅的業主；或
 - (ii) 出租，除非出租予發展項目住宅單位的住客。

但無論在何情況下，每單一住宅單位之業主不得接受承讓或每單一住宅單位之住戶不得租用，總數多於三個以上之住宅車位。

15. 批地條件的第 18 條訂明：

已獲批准的車位及停車場公用地方不能用作分別根據「批地條件」第 16 及 17 條所指定的用途以外之用途。「承批人」必須維持車位及停車場公共地方符合已批准的圖則。如非事前獲「署長」書面批准，車位及停車場公用地的安排不能更改。除所指已獲批准圖則指示的車位外，該地段的其他部份或該地段上的建築物或結構物均不能用作停泊用途。

16. 批地條件第 19 條訂明：

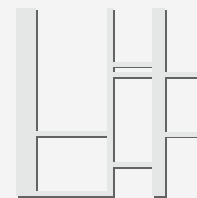
「承批人」沒有權以車輛進出及往返該地段除卻「批地條件」附圖「A」中「X」、「Y」至「Z」點或其他由「署長」書面批准的地點。

17. 批地條件的第 20 條訂明：

如非事前獲「署長」書面批准「承批人」不能在該地段或任何政府土地上有削除，移除或移後土地的情況，或者施行任何性質的建築，填土或斜坡處理工程。「署長」可於批出同意時酌情認為合適的條款，包括以「署長」決定的補付費用批出政府土地作為該地段的延伸。

18. 批地條件的第 21 條訂明：

(a) 倘現已或曾經挖去、清除或移後任何土地，又或進行形成或填土工程或任何斜坡處理工程，不論事前是否獲得「署長」書面同意，亦不論是否位於該地段或任何「政府」官地範圍內，而有關工程是因應或為該地段或其任何部份的塑造、平整或發展工程或本「批地條件」訂明「承批人」需執行的任何其他工程而進行，則「承批人」必須自費在當時或此後任何時間按需要進行及建造斜坡處理工程、護土牆或其他支承結構、保護工程、排水、輔助或其他工程，藉此保護和支承該地段內的此等土地，以及毗連或毗鄰的「政府」官地或批租土地，此外並需避免及防止日後發生滑坡、山泥傾瀉或地陷。於本文協定的整個批租年期內，「承批人」時刻均需自費維修上述土地，斜坡處理工程、護土牆或其他支承結構、保護工程、排水、輔助或其他工程，以保持其功用與狀態良好，令「署長」滿意。



- (b) 本特別批地條款(a)款之規定概不妨礙本「批地條件」賦予「政府」的權利，其中以本文第(31)條特別批地條款為要。

- (c) 無論何時，倘因「承批人」進行塑造、平整、發展或其他工程又或因任何其他事故引致滑坡、山泥傾瀉或地陷，不論乃位於或源於該地段內的土地或來自任何毗連或毗鄰的「政府」官地或批租土地，「承批人」亦需自費還原和修復上述範圍至「署長」滿意的狀態，並需就此等滑坡、山泥傾瀉或地陷事件造成或導致「政府」、其代理及承辦商蒙受或招致的所有費用、收費、損害、需索和索償向彼等作出賠償。

- (d) 「署長」除可就違反「批地條件」條款的事件行使任何其他權利或補償權外，「署長」另有權發出書面通知要求「承批人」進行、建造及維修上述土地、斜坡處理工程、護土牆或其他支承結構、保護工程、排水、輔助或其他工程，或還原及修復任何滑坡、山泥傾瀉或地陷土地。倘「承批人」疏忽或不在指定期限內遵從「署長」的通知以令「署長」滿意，「署長」可即時執行和展開任何必要的工程，「承批人」必須在「政府」通知時償還有關費用連同任何行政及專業費用與收費。

19. 批地條件的第 22 條訂明：

如非事前獲「署長」書面批准，禁止在該地段使用壓碎巖石機器。

20. 批地條件的第 23 條訂明：

如已安裝預應力地錨樁基，「承批人」發展或再發展該地段或其任何部份時，應在預應力地錨樁基的整個使用周期自費進行定期維修及定期監察，以令「署長」滿意，此外並需按「署長」不時全權酌情要求，提供所有監察工程的報告和資料。如「承批人」疏忽或不執行監察工程，「署長」可即時執行及展開監察工程，「承批人」必須在「政府」通知時償還有關費用。

21. 批地條件的第 24 條訂明：

- (a) 如有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料（以下統稱「廢物」）堆積腐爛、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水管、雨水渠或明渠或其他「政府」產業（以下統稱「政府產業」），「承批人」必須自費清除廢物及修復「政府」產業蒙受的任何損害。「承批人」需就堆積腐爛、沖下或傾倒廢物導致私人物業受損或滋擾引起的所有訴訟、索償及需索向「政府」作出賠償。

- (b) 儘管有本特別批地條款(a)款之規定，「署長」仍可（但無責任必須）應「承批人」要求清除廢物及修復「政府」產

業的任何損害。「承批人」需在「政府」通知時向「政府」支付有關的費用。

22. 批地條件的第 25 條訂明：

「承批人」應自行或達致他人時刻均充分小心謹慎，並且運用適當的技巧和採取預防措施，特別是進行建造、維修、更新或修理工工程(以下統稱「工程」)時為要，以免損壞、干擾或阻塞該地段或其任何部份上、下或毗連該處的任何「政府」、或其他現有排水渠、水道或河道、總水管、道路、行人徑、街道設施、污水管、明渠、水管、電纜、電線、公用服務或任何其

他工程或裝置(以下統稱「服務」)。「承批人」展開任何「工程」之前，必須自行或達致他人進行必要的審查及查究，以確定「服務」的現況及水平標準，此外並需向「署長」提交書面建議，述明擬如何處理受「工程」影響的「服務」，以待「署長」全面審批。直至「署長」以書面批准「工程」及前述的建議書，「承批人」不可展開任何工程。「承批人」應遵從及自費達到「署長」審批「服務」時制訂的要求，包括承擔任何必要改道、重鋪或還原工程的費用。再者，無論於任何情況下倘因

「工程」導致或造成該地段或任何「服務」受到損壞、干擾或阻塞，「承批人」需自費全面修理、修復及還原以令「署長」滿意(明渠、污水管、雨水渠或總水管例外，除非「署長」另行決定，否則有關的修復工程由「署長」執行，「承批人」應在「政府」通知時支付工程費用)。如「承批人」不執行該地段或其任何部份或「服務」的必要改道、重鋪、修理、修復及還原工程以令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、修復及還原工程，「承批人」需在「政府」通知時向「政府」支付工程費用。

23. 批地條件的第 26 條訂明：

- (a) 「承批人」應以「署長」滿意的方式，按「署長」視為必要，自費在該地段邊界範圍內或「政府」官地上建造和維修排水渠及渠道，以截流及輸送所有落下或流入該地段的雨洪或雨水至最近的河道、集水溝、渠道或「政府」雨水渠。如因雨洪或雨水造成損害或滋擾而引起或招致任何訴訟、索償及需索，「承批人」需獨力承擔責任並向「政府」及其官員作出賠償。

- (b) 接駁該地段任何排水渠及污水管到「政府」雨水渠及污水管(鋪妥及啟用後)的工程可由「署長」執行。「署長」毋須就由此引致的任何損失或損害向「承批人」承擔責任。「承批人」需在「政府」通知時向「政府」支付接駁工程費用。「承批人」亦可以「署長」滿意的方式自費進行接駁工程。於該情況下，建於「政府」官地的任何一段接駁工程將由「承批人」自費維修，如「政府」通知則移交「政府」由其自費執行日後維修，惟「承批人」需在「政府」通知時向「政府」支付上述接駁工程的技術審查費用。如建於「政府」官地的工程段故障，「署長」可按其視為必要執行維修工程，「承批人」需在「政府」通知時向「政府」支付相關的費用。