

3. 有關發展項目管理人的委任年期

港基物業管理有限公司將獲委任為管理該土地及發展項目的第一任管理人，任期由公契之日起計的首兩年，其後繼續管理發展項目直至其委任根據公契的規定被終止。

4. 發展項目中的住宅物業的業主分擔管理開支的基準

根據以下原則各住宅單位的業主應分擔之管理開支金額：

- (a) 發展項目的每個單位業主須按他的單位獲分配的管理份數的數目對發展項目所有單位的管理份數的總數之比例分擔年度管理預算(在公契內有所定義)的A部分評估的款項。A部分須涵蓋管理人認為歸屬管理及維持發展項目公用地方及發展項目公用設施、棕色區域(在公契內有所定義)及黃色區域(在公契內有所定義)(直至向政府交還黃色區域的管有權為止)或供全體業主受益的預計管理開支(但不包括管理預算B部分及C部分(在公契有所羅列)載有的該等預計管理開支)；
- (b) 每個業主除以上第(a)分條應付的款項外，還須就他作為每個住宅單位業主按他的住宅單位獲分配的管理份數的數目對發展項目所有住宅單位的管理份數的總數之比例分擔年度管理預算的B部分評估的款項。B部分須涵蓋管理人認為僅歸屬管理及維持住宅公用地方及住宅公用設施或僅供住宅單位的全體業主受益的預計管理開支，包括但不限於康樂設施的操作、保養、維修、清潔、照明及保安的開支，及為免存疑，B部分亦須涵蓋管理人合理認為歸屬使用訪客停車位及貨車裝卸空間的有關停車場公用地方及停車場公用設施的預計管理開支的該等部分；

備註：在以上第2條顯示每個住宅單位之不分割份數的數目相等於其獲分配之管理份數的數目。惟發展項目不分割份數總數與發展項目管理份數總數是不同的。

發展項目所有住宅單位之管理份數總數為6070。發展項目之管理份數總數為6263。

5. 計算管理費按金的基準

管理費按金金額相等於首年度預算管理開支的每月分擔款項的一個月款項，該等款項不可用作抵銷業主應付的管理開支每月款項或其他款項。

6. 擁有人在發展項目中保留作自用的範圍(如有)

不適用。

A Deed of Mutual Covenant incorporating Management Agreement (“DMC”) in respect of the residential properties in the Development (i.e. “La Mansion (媽廷)”) will be entered into by the Registered Owner (i.e. Great Art Investment Limited, being the “Vendor” referred to in other parts of this sales brochure), the Manager (i.e. Citybase Property Management Limited) and an owner of the Development.

1. **The common parts of the Development**

(a) “**Common Areas**” means all of the Development Common Areas, Residential Common Areas and Car Park Common Areas.

“**Common Facilities**” means all of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities.

(b) “**Development Common Areas**” means all those areas or parts of the Land (as defined in the DMC) and the Development the right to the use of which is designated for the common use and benefit of the Owners (as defined in the DMC) and occupiers of the Units (as defined in the DMC, which includes Residential Units and Car Parks) and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, Drainage Reserve (as defined in the DMC) (excluding the Drainage Reserve forming part of the Residential Common Areas), Owners’ Corporation Office, office accommodation for watchmen/caretakers, flat roof for office accommodation for watchmen/caretakers, Transformer Room, roof of Transformer Room at first floor, refuse room, switch room, flushing water tank & pump and potable water tank & pump room, telecommunications and broadcasting equipment room, electricity rooms, sprinkler water pump and tank room, fire services water tank & pump room, water meter cabinets, cleansing water pump room, pipe ducts, exhaust ducts, check meter cabinets (fire services), water meter cabinets (pipe duct), gas compartment with louver door, 2 nos. sub-atmospheric pressure regulation inlets, 3 nos. fire services inlet, fire services control room/sprinkler control valve room, master water meter room, driveway, staircases, the Slopes and Retaining Walls (as defined in the DMC) which are located within the Land (if any), areas for the installation or use of aerial broadcast distribution or telecommunications network facilities or satellite system and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas and the Residential Common Areas. For the purpose of identification, the Development Common Areas are shown coloured green and green stippled black on the Basement Floor Plan, the Ground Floor Plan and the First Floor Plan annexed to the DMC.

“**Development Common Facilities**” means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Owners and occupiers of the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing,

including fence walls, drains, drainage(s), manhole, channels, water mains, sewers, gutters, watercourses (if any), cables, wells (if any), pipes, wires, salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials and other apparatus equipment and facilities.

(c) “**Residential Common Areas**” means all those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include Visitors’ Parking Spaces (as defined in the DMC), Recreational Facilities (as defined in the DMC), Loading and Unloading Space(s) (as defined in the DMC), the Drainage Reserve (excluding the Drainage Reserve forming part of the Development Common Areas), the Pink Hatched Black Area (as defined in the DMC) (excluding the Pink Hatched Black Area forming part of the Units), external walls of the Residential Units including the Green and Innovative Feature(s) (as defined in the DMC) being the non-structural prefabricated external walls forming part of external walls of the Residential Units (excluding, for the avoidance of doubt, the windows and window frames of any Residential Unit and the common walls adjoining separate Residential Units or dividing the land upon which the Residential Units are constructed), Fire Services water tank & pump rooms, irrigation water pump room, staircases, area or areas landscaped in accordance with Special Condition No.(13) of the Government Grant including but not limited to the Greenery Area (as defined in the DMC) and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Development Common Areas and the Car Park Common Areas. For the purpose of identification, the Residential Common Areas are shown coloured orange and orange stippled black and light orange on the Basement Floor Plan, the Ground Floor Plan, the First Floor Plan and the Greenery Area Plan annexed to the DMC.

“**Residential Common Facilities**” means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Owners and occupiers of the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include artificial lighting and backup emergency system for staircases, drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, external decorative aluminium louvers, lifts (if any), installations and facilities in the lift machine rooms (if any), water tanks, fire warning and fighting equipment, refuse disposal equipment and apparatus, recreational and other facilities in the Recreational Facilities and other service facilities apparatus whether ducted or otherwise.

(d) “**Car Park Common Areas**” means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of Car Parks and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Car Park and is not otherwise specifically assigned and which, include, without limiting the generality of the foregoing, driveway and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Development Common Areas and the Residential Common Areas. For the purpose of identification, the Car Park Common Areas are shown coloured Indigo on the Basement Floor Plan annexed to the DMC.

“**Car Park Common Facilities**” means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks and not for the exclusive use or benefit of any individual Car Park or the Development as a whole and, without limiting the generality of the foregoing, including drains, manholes, channels, water mains (if any), water tanks, sewers, gutters, watercourses, cables, wells (if any), pipes, wires, salt and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, ventilation air duct and plant room, access barrier equipment and other apparatus and equipment and facilities.

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

Number of undivided shares allocated to each Residential Unit

<u>Residential Unit</u>	<u>No. of undivided shares</u>
House 1	163/6313
House 2	164/6313
House 3	164/6313
House 5	147/6313
House 6	147/6313
House 7	147/6313
House 8	147/6313
House 9	147/6313
House 10	147/6313
House 11	147/6313
House 12	149/6313
House 15	147/6313
House 16	146/6313
House 17	146/6313
House 18	149/6313
House 19	147/6313
House 20	146/6313
House 21	146/6313
House 22	146/6313
House 23	147/6313

<u>Residential Unit</u>	<u>No. of undivided shares</u>
House 25	147/6313
House 26	147/6313
House 27	147/6313
House 28	147/6313
House 29	146/6313
House 30	146/6313
House 31	146/6313
House 32	146/6313
House 33	147/6313
House 35	147/6313
House 36	147/6313
House 37	147/6313
House 38	147/6313
House 39	148/6313
House 40	146/6313
House 41	147/6313
House 42	146/6313
House 43	147/6313
House 45	147/6313
House 46	147/6313
House 47	146/6313

Note: There is no designation of Houses 4, 13, 14, 24, 34 and 44.

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

Citybase Property Management Limited will be appointed as the first Manager to manage the Land and the Development for an initial term of TWO (2) years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

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

Each Owner of a Residential Unit shall contribute towards the management expenditure in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development. Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities, the Brown Area (as defined in the DMC) and the Yellow Area (as defined in the DMC) (until the Yellow Area shall have been re-delivered up to the Government) or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C (as set out in the DMC) of the Management Budget).

- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development. Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the management and maintenance of the Residential Common Areas and the Residential Common Facilities or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors' Parking Spaces and Loading and Unloading Space(s).

Notes: The number of undivided shares allocated to each residential property as shown in paragraph 2 above is the same as the number of Management Shares allocated to each residential property in the Development. However, the total number of the undivided shares in the Development is different from the total number of the Management Shares in the Development.

The total number of Management Shares of all residential properties is 6070 and the total number of Management Shares of the Development is 6263.

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

The management fee deposit is equivalent to one (1) month's monthly contribution of the first year's budgeted management expenditure and such sum shall not be used to set off against monthly contribution of the management expenditure or any other contributions to be made by the Owner.

6. **The Area (if any) in the Development retained by the Owner for that Owner's own use**

Not applicable.

1. 該發展項目位於丈量約份第121約地段第2129號(「該地段」)。
2. 根據2011年6月9日訂立並在土地註冊處以新批約第21219號註冊的賣地協議及條件(「批地文件」)持有該地段，由2011年6月9日起計為期50年。

3. 批地文件特別條件第(8)條規定：

該地段或其中任何之部分或在其上已興建或將興建的任何建築物或任何建築物之部分不得用作私人住宅以外的任何其他用途。

4. 批地文件一般條件第14條規定：

- (a) 買方須在整個租期期間按批地文件的一般條件及特別條件(「該等條件」)對已興建或重建建築物(該詞指以下第(b)分條所預期的重新開發)：

- (i) 按經批准的設計、配置及任何經批准建築圖則保養一切建築物，不得對其作出修訂或更改；及
- (ii) 保養按該等條件已興建或今後按任何修訂合同興建的一切建築物處於修繕妥當及良好的保養狀態直至租約結束或提前終止時交還為止。

- (b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，買方須興建相同類型和不少於其總樓面面積的品質良好的建築物或經過地政總署署長(「署長」)批准的類型及價值的建築物作為代替。如果進行上述清拆，買方須在上述清拆的一個曆月內向署長申請其同意進行重新開發該地段的建築工程。當收到上述同意後必須在三個曆月內開展重新開發的必要工程及在署長規定的期限內完成，使署長滿意。

5. 批地文件特別條件第(2)條規定：

- (a) 買方須：

- (i) 於2015年12月31日或之前(或於署長可能會批准的其他延長日期內)按署長批准的方式、材料、標準、水平、定線及設計自行出資進行下列工程，並在一切方面使署長滿意：
 - (I) 鋪設及平整附錄於批地文件的圖則上以綠色顯示(「綠色區域」)的未來公共道路的部分；及
 - (II) 按署長自行酌情要求，提供及建造橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、行人路、道路或其他指定構築物(「構築物」)

使建築、車輛及行人交通可以往來綠色區域；

- (ii) 於2015年12月31日或之前(或於署長可能會批准的其他延長日期內)，自行出資在綠色區域鋪設地面、路邊石及渠道，並按署長要求提供明渠、污水渠、排水渠、連接致輸水管的消防栓、街燈、交通標誌、街道設施及道路標記，使署長滿意；及

- (iii) 自行出資保養綠色區域連同構築物及於其上或其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，使署長滿意，直至到按批地文件特別條件第(3)條的指定交還綠色區域的管有權時為止。

- (b) 倘若買方未有根據本特別條件第(a)分條於其規定的訂明日期或於署長可能會批准的其他延長日期內履行其責任，政府以可進行所需工程，費用由買方支付，並且買方須應要求向政府繳付一筆相等於該費用的款項，而該款項由署長決定，其決定為最終決定及對買方有約束力。

- (c) 署長就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾一概不須負責，不論其是否源於或連帶於買方根據本特別條件第(a)分條履行責任或政府根據本特別條件第(b)分條行使其權利或其他原因，買方亦不得向政府、署長或任何獲署長授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。

6. 批地文件特別條件第(3)條規定：

僅為了進行批地文件特別條件第(2)條所指定的必要工程，買方在批地文件之日獲授予綠色區域的管有權。買方須在政府要求時交還綠色區域，及在任何情況下，於署長發出函件表明該等條件已履行使他滿意之當日，即視為當日已交還綠色區域給政府。買方須在他管有綠色區域期間，在任何合理時間內准許所有政府及公共車輛及行人自由進出綠色區域，並確保上述進出不會受到按批地文件特別條件第(2)條或其他規定所進行的工程之干涉或阻礙。

7. 批地文件特別條件第(4)條規定：

未經署長的預先書面同意，買方不得使用綠色區域作儲物用途或建任何臨時構築物或作任何用途，除了進行批地文件特別條件第(2)條指定的工程。

8. 批地文件特別條件第(5)條規定：

- (a) 買方須在其管有綠色區域期間，於合理時間內：

- (i) 准許署長、其官員、承建商及獲其授權的任何其他人士有權進入與出、經過及再經過和再進入與出該地段及綠色區域，旨在視察、檢查及監管按批地文件特別條件第(2)(a)條進行的任何工程和進行視察、檢查及監管按批地文件特別條件第(2)(b)條進行的任何工程及任何其他署長認為有必要在綠色區域進行的工程；
- (ii) 准許政府和政府授權的有關公用事業公司按其要求時有權進入與出、經過及再經過和再進入與出該地段及綠色區域，旨在在綠色區域或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養一切管道、電線、槽、電纜槽、其他傳導媒介及輔助設備，以便提供電話、電力、煤氣(如有)及其他服務

給該地段或任何毗連或毗鄰土地或房地。買方須充分配合政府和政府正式授權的有關公用事業公司在綠色區域內進行上述工程的一切事宜；及

- (iii) 准許水務署的官員和其授權的其他人士按他們要求時有權進入與出、經過及再經過和再進入與出該地段及綠色區域，旨在進行有關操作、保養、修理、更換及更改綠色區域內的任何其他水務裝置之工程。

- (b) 政府就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾政府一概不須負責，不論其是否源於或連帶於政府、其官員、代理人、承建商及其他人士或根據本特別條件第(a)分條獲其授權的公用事業公司行使其權利。

9. 批地文件特別條件第(6)條規定：

- (a) 買方須：

- (i) 自批地文件之日期起計24個月(或自署長可能會批准的其他延長期限)內，自行出資使署長在各方面均滿意，進行以下各項：

- (I) 清理和移除附錄於批地文件的圖則上以黃色顯示的區域(「黃色區域」)內的所有廢料；
- (II) 於黃色區域上鋪設路面、路邊石及渠道，並就其提供署長可能要求提供的明渠、污水渠、排水渠、連接致輸水管的消防栓、街燈、交通標誌、街道設施及道路標記；及

- (ii) 自行出資保養黃色區域連同於其上或其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街道設施、道路標記及植物，使署長在各方面均滿意，直至按批地文件特別條件第(6)(d)條指所定交還黃色區域的管有權時為止。在不影響前述的特別條件的規定下，並不損害政府的任何權利和補償下，如在買方管有黃色區域期間在黃色區域內發生任何山泥傾瀉、地陷或水土流失，買方必須自行出資對於黃色區域並且對受影響毗連地段進行修復或彌補，使署長滿意，買方並須對上述山泥傾瀉、地陷或水土流失，不論直接或間接或連帶所造成以致政府承受有關的一切責任、申索、費用、索償、訴訟或司法程序及各種要求，作出彌償及保持彌償政府。

- (b) 倘若買方未有根據本特別條件第(a)分條於其規定的訂明日期或於署長可能會批准的其他延長日期內履行其責任，政府可以進行所需工程，費用由買方支付，並且買方須應要求向政府繳付一筆相等於該費用的款項，而該款項由署長決定，其決定為最終決定及對買方有約束力。

- (c) 署長就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾署長一概不須負責，不論其是否源於或

連帶於買方根據本特別條件第(a)分條履行責任或政府根據本特別條件第(b)分條行使其權利或其他原因，買方亦不得向政府、署長或任何獲署長授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。

- (d) 僅為了進行批地文件本特別條件第(a)分條所指定的必要工程，買方在批地文件之日獲授予黃色區域的管有權。買方須在政府要求時交還黃色區域，以免除任何負擔上及在政府毋須支付任何費用情形下交還黃色區域給政府。
- (e) 未經署長的預先書面同意，買方不得使用黃色區域作儲物用途或建任何臨時構築物或作任何用途，除了進行批地文件本特別條件第(a)分條指定的工程。
- (f) (i) 買方須在其管有黃色區域或其任何部分期間的所有時間內：
 - (I) 准許政府及公眾車輛及行人自由出入沿路徑通過黃色區域；
 - (II) 於黃色區域的沿路徑上為西北鐵路的輕便鐵路車輛提供緊急車輛通道，並允許香港鐵路有限公司，以及獲其正式授權人員、員工、承建商及工作人員有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在檢查，修理，保養及操作輕便鐵路車輛；
 - (III) 准許署長、其官員、承建商及獲署長授權的任何其他人士有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在視察、檢查及監管按批地文件特別條件第(a)分條進行的任何工程和視察、檢查及監管按批地文件本特別條件第(b)分條進行的任何工程及任何其他署長認為有必要在黃色區域進行的工程；
 - (IV) 准許政府和政府授權的有關公用事業公司按其要求時有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在黃色區域或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養一切管道、電線、槽、電纜槽及其他傳導媒介及輔助設備，以便提供電話、電力、煤氣(如有)及其他服務給該地段或任何毗連或毗鄰土地或房地。買方須充分配合政府和政府正式授權的有關公用事業公司在黃色區域內進行上述工程的一切事宜；及
 - (V) 准許水務署的官員和其授權的其他人員按他們要求時有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在進行有關操作、保養、修理、更換及更改黃色區域內的任何其他水務裝置之工程。

- (ii) 政府就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾政府一概不須負責，不論其是否源於或連帶於政府、其官員、代理人、承建商及其他人士或根據本特別條件第(f)(i)分條獲其授權的公用事業公司行使權利。買方亦不得向署長、政府、其官員、代理人、承建商及其他人士或任何獲他們授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。

10. 批地文件特別條件第(7)條規定：

買方須在一切方面符合該等條件及任何時候在香港施行適用於建築、衛生及規劃之一切法例、附例及規例之規定，在該地段上興建建築物，並於2015年12月31日或之前竣工和使該等建築物可供入住。

11. 批地文件特別條件第(11)條規定：

- (a) 經署長書面批准，買方可在該地段內搭建、建築及提供康樂設施及其輔助設施(「設施」)，設施的類型、面積、設計、高度及配置亦須經署長的預先書面批准。
- (c) 倘若設施任何部分被豁免列入計算本特別條件第(b)分條的總樓面面積及地盤覆蓋率(「豁免設施」)：
 - (i) 豁免設施須指定為並構成批地文件特別條件第(19)(a)(v)條提及的公用地方；
 - (ii) 買方須自行出資保養豁免設施處於修繕妥當的狀態並操作豁免設施，使署長滿意；及
 - (iii) 豁免設施僅供該地段上已興建或擬建的住宅大廈的住戶和他們的真正訪客使用，並非給其他人使用。

12. 批地文件特別條件第(12)條規定：

未經署長的預先書面同意，不得移除或干擾在該地段或毗鄰地段生長的樹木。署長在授予書面同意時，可以對移植、代償性環境美化或補種並施加他認為合適的條件。

13. 批地文件特別條件第(13)條規定：

- (a) 買方須自行出資提交一份顯示按本特別條件第(b)分條的要求在該地段內擬提供的園藝工程之位置、配置及分佈的園藝圖則給署長審批。
- (b) (i) 該地段不少於20%的區域須種植樹木、灌木或其他植物；
- (ii) 本特別條件第(b)(i)分條提及的20%中不少於50%的區域(「綠化區域」)須在署長可全權酌情決定的位置或樓層設置，以便行人可看見或進入該地段的人可接近；
- (iii) 署長對買方提議的園藝工程是否構成本特別條件第(b)(i)分條提及的20%之決定是最終的決定及對買方有約束力；及

- (iv) 署長可全權酌情接受買方提議的其他非種植裝飾代替種植樹木、灌木或其他植物。

- (c) 買方須自行出資按已批准的園藝圖則美化該地段，在所有方面使署長滿意。未經署長的預先書面同意，不能對已批准園藝圖則作出任何修改、改動、更改、修改或代替。
- (d) 買方須在今後自行出資保養及保持園藝工程處於安全、乾淨、整潔、整齊及健康狀態，在所有方面使署長滿意。
- (e) 按本特別條件美化的區域須指定及作為按照批地文件特別條件第(19)(a)(v)條提及的公用地方之部分。

14. 批地文件特別條件第(14)(a)條規定：

該地段內可提供給看更或看守員或兩者的辦公設施，但須受下列條件規限：

- (i) 署長認為此等設施對於該地段上已興建或擬建的建築物的安全、保安及良好管理是必要的；
- (ii) 此等設施不能用作全職及有必要聘用於該地段的看更或看守員或兩者的辦公設施以外的任何用途；及
- (iii) 此等設施的位置必須先經署長的書面批准。

在本特別條件第(a)分條中，辦公設施不得設在該地段上擬供或適合單一家庭住宅之用的任何建築物內。

15. 批地文件特別條件第(15)(a)條規定：

該地段內可提供給看更或看守員或兩者的宿舍，但須受下列條件規限：

- (i) 該宿舍須設置在該地段上已興建或擬建的一座住宅大廈內或署長以書面批准的其他位置；及
- (ii) 該宿舍不能用作該地段全職及有必要聘請的看更或看守員或兩者的住宿處所以外的任何用途。

在本特別條件第(a)分條中，宿舍不得設在該地段上擬供或適合單一家庭住宅之用的任何建築物內。

16. 批地文件特別條件第(16)(a)條規定：

可在該地段內提供一個辦事處，供業主立案法團或業主委員會使用，但是：

- (i) 該辦事處不能用作就該地段及於其已建或擬興建的建築物所成立或擬成立的業主立案法團或業主委員會開會及行政工作之用途以外的任何用途；及
- (ii) 該辦事處的位置必須先經署長的書面批准。

17. 批地文件特別條件第(22)條規定：

- (a) (i) 必須按以下表格所列按該地段已興建或擬建的住宅單位的有關面積計算的比率，(除非署長同意住宅停車位的比率或數目不同於下列表格所述)，在該地段提供地

方給該地段已興建或擬建建築物的住宅單位的住戶及其真正賓客、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的車輛(「住宅停車位」)之用途，並使署長滿意：

每個住宅單位的面積	擬提供的住宅停車位數目
不少於40平方米	每13.725個住宅單位或其部分提供一個車位
不少於40平方米但少於70平方米	每8.235個住宅單位或其部分提供一個車位
不少於70平方米但少於100平方米	每3.294個住宅單位或其部分提供一個車位
不少於100平方米但少於160平方米	每1.647個住宅單位或其部分提供一個車位
不少於160平方米	每0.915個住宅單位或其部分提供一個車位

- (iii) 應按以下比率或署長批准的其他比率提供額外的車位(至少須提供一個車位)，供在該地段上已興或擬建建築物的住宅單位住戶的真正賓客、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的車輛之用途：
 - (I) 按每座提供超過75個住宅單位的在該地段已興建或擬建的住宅大廈(以下統稱「超過75個住宅單位的大廈」)提供5個車位；及
 - (II) 按在該地段已興建或擬建的任何建築物裡每15個住宅單位(但不包括超過75個住宅單位的大廈裡的住宅單位)或其中部分提供1個車位。
- (iv) 按本特別條件第(a)(i)及(a)(iii)分條提供的車位不得用作其規定以外的任何用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途或提供汽車清洗及美容服務。
- (b) (i) 買方必須在按本特別條件第(a)(i)及(a)(iii)分條提供的車位中，按下列比率或署長批准的其他比率，保留與指定車位供《道路交通條例》、其下的任何規例及任何修訂法例所界定的傷殘人士停泊車輛(「傷殘人士停車位」)：
 - (I) 按本特別條件第(a)(i)分條(但受制於按批地文件特別條件第(25)條對上述第(a)(i)分條所述的車位數目作出的任何調整)提供的每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位(但至少須保留及所指定一個車位)；
 - (II) 按本特別條件第(a)(iii)分條提供的車位中提供一個車位。

- (ii) 傷殘人士停車位必須設置在署長書面批准的位置及水平。
- (iii) 傷殘人士停車位只能用作供《道路交通條例》、其下的任何規例及任何修訂法例所界定的傷殘人士停泊屬於該地段上已興建或擬建建築物的住戶及他們的真正賓客、訪客或獲邀請人的車輛，特別是不得用作儲存、陳列或展示車輛作出售或其他用途或提供汽車清洗及美容服務。
- (c) (i) 必須在該地段提供地方給該地段已興建或擬建建築物的住戶及其真正賓客、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的電單車(「電單車停車位」)之用途，比率以按本特別條件第(a)(i)分條規定提供的停車位總數(但受制於按批地文件特別條件第(25)條對上述第(a)(i)及(a)(iii)分條分條所述的車位數目作出的任何調整)的百分之十計算，並使署長滿意。除非署長同意另一比率，但是如果需要提供的車位數目是小數，須四捨五入化為整數。
- (ii) 按本特別條件第(c)(i)分條提供的車位只能用作在此列明的用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途或提供汽車清洗及美容服務。
- (d) (i) 按本特別條件第(a)分條提供的每個車位(除傷殘人士停車位外)必須為：2.5米闊及5.0米長及至少2.4米之淨空高度。
- (ii) 每個傷殘人士停車位必須為：3.5米闊及5.0米長及至少2.4米之淨空高度。
- (iii) 按本特別條件第(c)(i)分條提供的每個車位必須為：1.0米闊及2.4米長及至少2.4米之淨空高度或署長批准的其他最少之淨空高度。

18. 批地文件特別條件第(23)條規定：

- (a) 必須在該地段內提供地方供貨車裝卸貨物，並使署長滿意，比率以該地段已興建或擬建的建築物按每800個住宅單位或其中部分提供一個裝卸車位的比率，或按署長批准的其他比率，惟須就該地段已興建或擬建的每座住宅單位大廈提供至少一個裝卸車位。該裝卸車位區須設置在毗連或在每座住宅單位大廈之內；在本分條中，擬供單一家庭住宅用途的獨立、半獨立房屋及排屋不被視為一座住宅單位大廈。
- (b) 按本特別條件第(a)分條提供的每個裝卸車位必須為：3.5米闊及11.0米長及至少4.7米之淨空高度。該等裝卸車位只能用作與其中提及的建築物有關的貨車裝卸之用途。

19. 批地文件特別條件第(24)條規定：

必須在該地段提供地方給該地段已興建或擬建建築物的住戶及其真正賓客、訪客或獲邀請人停泊他們所擁有的單車之用途，按每15個住宅單位(單一單位計算，少於70平方米的住宅

單位)或其部分提供一個單車位，或其他署長批准的比率。在本特別條件中所指的住宅單位面積應與批地文件特別條件第(22)(a)(ii)分條中所提及的「每個住宅單位的面積」具有相同的含義及相同的計算方式。

20. 批地文件特別條件第(27)(a)條規定：

住宅停車位及電單車停車位不得：

- (i) 轉讓，除非：
 - (I) 連同該地段的不可分割份數及獨家使用及管有該地段已興建或擬建的大廈住宅單位的權利；或
 - (II) 給已經是該地段的不可分割份數及獨家使用及管有該地段已興建或擬建的大廈住宅單位的權利之業主；或
 - (ii) 分租，除非給該地段已興建或擬建的大廈住宅單位的住戶
- 但是在任何情況下，不得向該地段上已興建或擬建的建築物的任何一個住宅單位的業主轉讓或住戶分租總共超過3個住宅停車位及電單車停車位。

21. 批地文件特別條件第(31)條規定：

- (a) 該地段之批出乃連同給予買方及其員工、訪客、工人及其他獲其授權人仕權利於批地年期內不時及在所有時間恰當地使用及享用該地段的所有用途而通過、再通過、沿著、順著、穿越，使用及經過批地文件附圖上以棕色標示的範圍(「棕色區域」)。
- (b) 買方須於2015年12月31日或之前(或於署長可能會批准的其他延長日期內)自行出資用於本特別條件第(a)分條所述有通行權穿過和通過的棕色區域上，須以署長要求或批准的方法、物料及標準，並須對其他鄰近地段均獲授予通行權穿過和通過的棕色區域或其任何部分的業主以最少干擾的情況下，建造一條鋪平道路並提供聯繫的街道設施、交通輔助設施、街燈、污水渠、排水渠及其他構築物。
- (c) 買方須自行出資：
 - (i) 維持、保養及維修；及
 - (ii) 以署長要求的物料及時間限制內，改變或改善

棕色區域所有構成或附屬棕色區域的所有事物，物件，所有均需完成以達至署長滿意程度，而買方須完全負上責任，有如買方為其之絕對業主。

- (d) 買方不會及不能因任何公路改動而併入買方有通行權之部分棕色區域或影響其斜度而有權作任何申索；買方並須自行出資在其建造之鋪平道路開展所有隨之需要的改動至署長滿意程度。
- (e) 在本特別條件第(a)分條中授予買方的通行權並不會給予買方於棕色區域之享有獨有權利。政府有權授予於在現在或在將來其他鄰近地段的業主於棕色區域之通行權，或接管整個或部分棕色區域以用作公眾街道，買方或其他獲授予整個或部分棕色區域之通行權的業主均不會獲任何賠償款項。

- (f) 若買方未履行本特別條件第(b)及第(c)分條之責任，政府可進行必須的建造、保養及維修工程，買方須承擔該費用並須於政府要求時支付相等於該費用的金額，該金額將由署長決定，而其決定將為最終決定並對買方具有約束力。
- (g) 儘管在本特別條件第(a)分條中授予通行權，政府有全權向買方發出不少於十四天書面通知後(緊急情況除外)鋪設，安裝，重新鋪設，轉移，移走，另配，更換，檢查，操作，維修，保養和更新任何現存或今後可能於棕色區域之上、之下或鄰近地方之政府或其他排水渠，溝渠，水路或水道，污水渠，明渠，輸水管，管道，電纜，電線，線路，公用事業服務或其他工程或裝置(「該等服務」)，署長有絕對酌情權認為合適與否，彌補任何和所有由此而造成之損害，另外署長、其官員、承建商及任何其他獲授權人士或其工人有權攜同工具、設備、機械或汽車與否於任何時間進入與出或再進入與出棕色區域以進行上述目的。未經署長事先書面批准，買方不得騷擾或允許任何人騷擾該等服務。除有關彌補行使上述之權利或權力所引致之任何及所有損害外，政府、署長、其官員、承建商和獲他授權人士或其工人皆無須因為行使上述權利而導致買方之任何損失，損害，滋擾或騷擾等等而負責，買方不得向該等人士要求賠償或提出異議。

22. 批地文件特別條件第(32)條規定：

買方不可以分割、移走或退入任何毗鄰或毗連該地段的政府土地或在任何政府土地上進行任何堆積或堆填或進行任何類型的斜坡護土工程，除非已經獲得署長事先書面批准，在給予有關同意時，署長可全權酌情訂立其認為適合之條款及條件，包括以其決定之地價批出任何另外政府土地作為擴展的面積以擴展該地段。

23. 批地文件特別條件第(33)條規定：

- (a) 如果任何土地需要或已經被分割、移走或退入或任何堆積或堆填或進行任何類型的斜坡護土工程，不論有否經署長預先書面同意，亦不論是在該地段內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或買方按該等條件需要進行的任何其他工程或作任何其他用途，買方須自行出資進行與造建該等斜坡護土工程、護土牆或其他承托物、保護物、排水或附屬工程或其後或在任何時候有必要的其他工程，以便保護與承托該地段和任何毗鄰或毗連政府土地或出租土地，避免與防止今後發生任何水土流失、山泥傾瀉或地陷。買方須在批地文件授予的租期期間自行出資保養該土地、斜坡護土工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程，使共處於修繕妥當的狀態，使署長滿意。
- (b) 本特別條件第(a)分條的規定並沒有影響政府該等條件下的權利，特別是批地文件特別條件第(32)條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或買方進行其他工程或任

何其他原因造成任何時候發生水土流失、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，買方須自行出資進行修復或彌補，使署長滿意，並對上述水土流失、山泥傾瀉或地陷任何直接或間接的或與連接造成政府所承受有關的一切費用、收費、賠償、索償及申訴及各種要求，彌償及保持彌償政府。

- (d) 除了批地文件規定對違反任何該等條件的任何其他權利或濟助外，署長另外有權發出書面通知要求買方進行、造建及保養該土地、斜坡護土工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或修復與彌補任何水土流失、山泥傾瀉或地陷。如果買方不理會或未能在通知指定的時期內執行該通知要求，並使署長滿意，署長可立即執行與進行任何必要工程。買方須在要求時歸還政府因此產生的費用連同任何行政費或專業費用及開支。

24. 批地文件特別條件第(35)條規定：

如果在開發或重建該地段或其中任何部分時已安裝預應力地錨，買方須自行出資在預應力地錨的服務年限期間定期保養與檢查預應力地錨，使署長滿意，並在署長不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果買方不理會或未能在指定的時期內執行所須檢驗工程，並使署長滿意，署長可立即執行與進行工程。買方須在要求時歸還政府因此產生的費用。

25. 批地文件特別條件第(36)條規定：

買方確認該地段的地層可能有含溶洞大理石，並接受在開發或重新開發該地段時必需進行廣泛的岩土勘察。買方還接受該勘察可能顯示需要一個有經驗的岩土工程師在負責設計與監管在該地段進行所要求的工程方面有高層次的參與。買方確認進行任何岩土勘察、設計、工程、建築、監管或任何其他事宜所產生的一切費用、收費或各種開支必須由買方完全負責。買方還確認政府毋須對該等費用、收費或其他開支承擔任何責任。

26. 批地文件特別條件第(37)條規定：

- (a) 倘若從該地段或任何由該地段的發展所影響的其他區域的泥土、廢石方、瓦礫、建築廢料或建築材料(「廢料」)腐蝕、沖刷或傾倒到至公共小巷、道路或路渠、前灘或海床、污水渠、雨水渠、明渠或其他政府物業(「政府物業」)，買方須自行出資清理該等廢料並彌補對政府物業造成的任何損壞，並對上述腐蝕、沖刷或傾倒造成政府所承受有關的一切訴訟、申索或索償，彌償及保持彌償政府。
- (b) 儘管本特別條件第(a)分條，署長可以在買方的要求下(但沒有義務)，清理該等廢料並彌補對政府物業造成的任何損壞，買方須在要求時歸還政府因此產生的費用。

27. 批地文件特別條件第(38)條規定：

買方須在任何時候，特別是在進行任何建築、保養、更新或

修理工程(「工程」)期間，採取或促使他人採取一切合理及足夠謹慎、技巧及預防措施，避免對該地段或綠色區域、黃色區域、棕色區域或其任何部分之間、之上、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路或水道、輸水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(「服務」)造成任何損壞、騷擾或阻礙。買方在進行上述任何工程之前須進行或促使他人進行適當的搜索及必要的查詢，確定任何服務的現況及層面，並提交處理任何可能受工程影響的服務一切方面的書面建議給署長，供他審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。買方須履行署長對服務的任何要求和承擔因此而支出的費用，包括改道、重鋪或修復的費用。買方必須自行出資在一切方面維修、彌補及修復以任何方式進行上述工程對該地段、綠色區域、黃色區域、棕色區域或其任何部分或該等服務任何部分造成的任何損壞、騷擾或阻礙(除非署長另作選擇，否則明渠、污水渠、雨水渠或輸水管須由署長負責修復，買方須根據要求向政府支付該等工程的費用)，使署長滿意。如果買方未能對該地段、綠色區域、黃色區域、棕色區域或其任何部分或該等服務任何部分進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、彌補或修復工程，買方在要求時向政府支付該等工程的費用。

28. 批地文件特別條件第(39)條規定：

- (a) 買方須自行出資興建及保養該地段邊界內或政府土地內署長認為必要的排水渠及渠道，並使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，買方並須對造成政府及其官員所受到因暴雨或雨水引致的損害和滋擾而起的一切訴訟、申索及索償，彌償及保持彌償政府。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(如已鋪設及運作)的工程可由署長進行，署長毋須對該等接工程造成的任何損失和破壞承擔任何責任。買方須在要求時向政府支付上述連接工程的費用。或者該等連接工程亦可由買方自行出資進行，使署長滿意，在該種情況下，上述連接工程的任何一段若在政府土地內修建，須由買方自行出資保養，直至要求時由買方移交給政府，由政府出資負責其移交後的保養。買方須在要求時向政府支付有關上述連接工程的技術檢查之費用。如果買方未有保養政府土地內的上述連接工程或進行保養工程，署長可立即執行與進行署長認為有需要的工程。買方須在要求時歸還政府因此工程產生的費用。

29. 批地文件特別條件第(40)條規定：

- (a) 自批地文件之日期起計6個月內，買方須自行出資按署長在各方面均滿意，提交或安排提交排水影響評估(「排水影響評估」)，以求獲得署長對與該地段的有關發展之所有建議工程的書面批准。

- (c) 排水影響評估須辨認所有由該地段的有關發展產生之不良排水影響，買方須自行出資在署長規定的時間限制內進行適當的緩解工程至署長滿意。

30. 批地文件特別條件第(41)條規定：

- (a) 未經署長的預先書面同意，不能在批地文件附錄的圖則上用粉紅黑色斜線顯示的區域(「粉紅黑色斜線區域」)(註：有關「粉紅黑色斜線區域」之位置，請參閱本售樓說明書「發展項目的布局圖」一節中的布局圖。)上面、以上、下面、上方、下方或之內搭建或興建或安置建築物或構築物或任何建築物或構築物的承托物，除了圍牆或圍欄或兩者。
- (b) (i) 未經署長的預先書面同意，不得在批地文件附錄的圖則上用粉紅色加黑點顯示並標有“渠務預留區域”的區域(「渠務預留區域」)內搭建或興建任何構築物和任何構築物的承托物。在不影響或損害政府的任何權利和補償，買方須自行出資按在署長規定的時間限制內及署長在各方面均滿意下，移除或拆除任何搭建或興建在渠務預留區域之內的構築物並還原渠務預留區，不論該構築物先前有否得到上述署長的同意。如果買方未能在指定的期限內或在緊急情況下履行上述的移除、拆除或還原，署長可進行所需工程，費用由買方支付，買方須向政府繳付一筆相等於該費用的款項，而該款項由署長決定，其決定為最終決定及對買方有約束力。
- (ii) 署長、獲其正式授權的人士、承建商或工人(「獲授權的人士」)，不論有否帶同工具、設備、機器或車輛，均具有不受限制的權利，進入與出及再進入與出該地段，旨在鋪設、檢查、修理和保養署長要求或批准經過、貫穿或藏於渠務預留區域之下的排水渠、污水渠、渠道，排水設施及其他服務等(「公用事業」)。任何物體或任何性質的材料可引起防礙進入或接觸公用事業或引致過度收費均不應放置於渠務預留區域之內。凡署長(其意見為最終意見及對買方有約束力)認為渠務預留區域內儲物體或材料可能引起防礙進入或接觸公用事業或引致過度收費，署長有權給予買家書面通知要求買家自行出資按署長在各方面均滿意，移除或拆除該物體或材料，並把復原渠務預留區域。如果買方忽視或未有在指定的期限內履行上述通知內的要求，署長可進行所需移除、拆除及復原工程至署長滿意，費用由買方支付，買方須應要求向政府繳付一筆相等於該費用的款項，而該款項由署長決定，其決定為最終決定及對買方有約束力。
- (iii) 政府、署長及獲授權的人士對於源於或連帶於署長或獲授權的人士根據本特別條件第(b)分條行使其不受限制的權利，進入與出及再進入與出該地段，旨在鋪設、檢查、修理和保養公用事業時以致買方或任何其他其他人造成或遭受的任何損失、損害、滋擾或騷擾，除了政府須復原因其行使其權利下開挖的溝槽外，政府

一概不須負責。買方亦不得向政府、署長或獲授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。

31. 批地文件特別條件第(45)條規定：

不得在該地段搭建或製造墳墓或骨灰龕，亦不得在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。

註：本章節提及的買方包括批地文件下的買方，及在上下文義允許或要求下，包括其繼承人及承讓人。

1. The Development is situated on Lot No. 2129 in Demarcation District No. 121 (“the lot”).
2. The lot is held under an Agreement and Conditions of Sale dated the 9th day of June 2011 and registered in the Land Registry as New Grant No.21219 (“the Land Grant”) for a term of 50 years commencing from the 9th day of June 2011.
3. Special Condition No.(8) of the Land Grant stipulates that:
The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
4. General Condition No.14 of the Land Grant stipulates that:
 - (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with the General Conditions and the Special Conditions of the Land Grant (“these Conditions”):
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director of Lands (“the Director”). In the event of demolition as aforesaid the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
5. Special Condition No.(2) of the Land Grant stipulates that:
 - (a) The Purchaser shall:
 - (i) on or before the 31st day of December 2015 (or such other extended dates as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portions of future public roads shown coloured green on the plan annexed to the Land Grant (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes,

under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of December 2015 (or such other extended dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(3) of the Land Grant.
- (b) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition within the prescribed date stated therein or such other extended dates as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
 - (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
6. Special Condition No.(3) of the Land Grant stipulates that:
For the purpose only of carrying out the necessary works specified in Special Condition No.(2) of the Land Grant, the Purchaser shall on the date of the Land Grant be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be

interfered with or obstructed by the carrying out of the works whether under Special Condition No.(2) of the Land Grant or otherwise.

7. Special Condition No.(4) of the Land Grant stipulates that:
The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(2) of the Land Grant.
8. Special Condition No.(5) of the Land Grant stipulates that:
 - (a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:
 - (i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(2)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Area;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
 - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
 - (b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise of the rights by the Government, its officers, agents, contractors, and any other persons or public

utility companies duly authorized under sub-clause (a) of this Special Condition.

9. Special Condition No.(6) stipulates that:

(a) The Purchaser shall:

(i) within 24 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director:

(I) clear and remove all debris from the area shown coloured yellow on the plan annexed to the Land Grant (hereinafter referred to as “the Yellow Area”); and

(II) surface, kerb and channel the Yellow Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings as the Director in his sole discretion may require; and

(ii) maintain at his own expense and in all respects to the satisfaction of the Director the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street furniture and road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Yellow Area has been re-delivered up by the Purchaser to the Government in accordance with the provision of Special Condition No.(6)(d) of the Land Grant. Without prejudice to the generality of the foregoing provision and in addition to and without prejudice to any rights and remedies of the Government, in the event that any landslip, subsidence or falling away occurs within the Yellow Area when the Purchaser is in possession of the Yellow Area, the Purchaser shall at his own expense reinstate and make good the same and any affected adjacent or adjoining land to the satisfaction of the Director and the Purchaser shall indemnify the Government against all liabilities, claims, costs, demands, actions or proceedings whatsoever arising whether directly or indirectly out of or in connection with such landslip, subsidence or falling away.

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

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

otherwise shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(d) For the purpose only of carrying out of the necessary works specified in sub-clause (a) of this Special Condition, the Purchaser shall on the date of the Land Grant be granted possession of the Yellow Area. Possession of the Yellow Area, shall be re-delivered to the Government free of costs, charges, fees and encumbrances on demand by the Director.

(e) The Purchaser shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.

(f) (i) The Purchaser shall at all reasonable times while he is in the possession of the Yellow Area or any part thereof:

(I) allow free access over and along the Yellow Area for all Government and public vehicular and pedestrian traffic;

(II) provide an emergency vehicular access over and along the Yellow Area for the passage of light rail vehicles of the North-west Railway and to permit the MTR Corporation Limited and their duly authorized officers, servants, contractors and workmen the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of carrying out works in relation to the checking, repairing, maintenance and operation of the light rail vehicles;

(III) 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 Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area;

(IV) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Purchaser shall co-operate fully with the Government

and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and

(V) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Yellow 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 Yellow Area.

(ii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise of the rights by the Government, its officers, agents, contractors, and any other persons or public utility companies duly authorized under sub-clause (f)(i) of this Special Condition and no claim for compensation of otherwise shall be made by the Purchaser any other persons against the Director, the Government, its officers, agents, contractors and any other person or persons authorized by it or them in respect of any such loss, damage, nuisance or disturbance.

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

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2015.

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

(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(c) In the event that any part of the Facilities is exempted from the gross floor area and site coverage calculations pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):

(i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(19)(a)(v) of the Land Grant;

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

(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.

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

No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

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

(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

(b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants;

(ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot;

(iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser; and

(iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

(c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.

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

(e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part

of the Common Areas referred to in Special Condition No.(19)(a)(v) of the Land Grant.

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

Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

(i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;

(ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and

(iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purpose of this sub-clause (a) no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence.

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

Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

(i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and

(ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purpose of this sub-clause (a) no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence.

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

One office for the use of the Owners’ Corporation or the Owners’ Committee may be provided within the lot provided that:

(i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or Owners’ Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and

(ii) the location of any such office shall first be approved in writing by the Director.

17. Special Condition No.(22) of the Land Grant stipulates, among others, that:

(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the table below):

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 13.725 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8.235 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.294 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.647 residential units or part thereof
Not less than 160 square metres	One space for every 0.915 residential units or part thereof

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

(I) 5 spaces for every block of residential units erected or to be erected on the lot which contains more than 75 residential units (hereinafter referred to as “block of more than 75 residential units”); and

(II) one space for every 15 residential units (excluding the residential units in any block of more than 75 residential units) or part thereof in the building or buildings erected or to be erected on the lot.

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in

particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (b) (i) Out of the spaces respectively provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition, the Purchaser shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation at the following rates or at such other rates as may be approved by the Director (such spaces to be so reserved and designated being hereinafter referred to as “the Parking Spaces for Disabled Persons”):
 - (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition (subject to any adjustment, pursuant to Special Condition No.(25) of the Land Grant, to the number of spaces provided in accordance with the said sub-clause (a)(i)) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
 - (II) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
- (ii) The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Motor Cycle Parking Spaces”) at a rate of 10 percent of the total number of spaces required to be provided under sub-clauses (a)(i) (subject to any adjustment, pursuant to Special Condition No.(25) of the Land Grant, to the number of spaces provided in accordance with the said sub-clause (a)(i) and (a)(iii) of this Special Condition) unless the Director consents to another rate provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The spaces provided under sub-clause (c)(i) of this Special

Condition shall not be used for any purpose other than for the purpose set out therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (d) (i) Each of the spaces provided under sub-clause (a) of this Special Condition (except the Parking Spaces for Disabled Persons) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) Each of the Parking Spaces for Disabled Persons shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (iii) Each of the spaces provided under sub-clause (c)(i) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

18. Special Condition No.(23) of the Land Grant stipulates that:

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

19. Special Condition No.(24) of the Land Grant stipulates that:

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 units or part thereof for those residential units each having a size of less than 70 square metres or at such other rates as may be approved by the Director. For the purpose of this Special Condition, the size of a residential unit shall have the same meaning and be calculated in the same manner as the term “size of each residential unit” under the provisions of Special Condition No. (22)(a)(ii) of the Land Grant.

20. Special Condition No.(27)(a) of the Land Grant stipulates that:

The Residential Parking Spaces and the Motor Cycle Parking Spaces

shall not be:

- (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot

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

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

- (a) The lot is granted together with a right for the Purchaser and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown colored brown on the plan annexed to the Land Grant (hereinafter referred to as “the Brown Area”).
- (b) The Purchaser shall, on or before the 31st day of December 2015 (or such other extended dates as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct paved ways with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (c) The Purchaser shall at his own expense:
 - (i) uphold, maintain and repair and,
 - (ii) if required by the Director, alter or improve in such manner with such materials and within such time limits as the Director may require

the Brown Area and everything forming a portion of or pertaining to them, all to be done to the satisfaction of the Director and the Purchaser shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by

the Purchaser who shall at his own expense carry out all consequent alterations to the paved ways constructed by him to the satisfaction of the Director.

- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Purchaser the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Purchaser or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
- (f) In the event of the Purchaser failing to carry out or perform any of the Purchaser's obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Purchaser, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovise, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "the services") which are now or may hereafter be upon, over, under or adjacent to the Brown Areas as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Purchaser shall not disturb or allow anybody to disturb the services without the prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Purchaser.

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

The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot 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 an additional Government land as an extension to the lot at such premium as he may determine.

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(32) of the Land Grant.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies in the Land Grant provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

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

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

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

The Purchaser hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigation will be required. The Purchaser further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Purchaser hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Purchaser further acknowledges that Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

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

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

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

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or

other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Area, the Yellow Area or the Brown Area or any part of any of them (hereinafter collectively referred to as “the Services”). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Area, the Yellow Area or the Brown Area or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Yellow Area or the Brown Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

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

his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within the Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

- (a) The Purchaser shall within 6 calendar months from the date of the Land Grant at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a Drainage Impact Assessment (hereinafter referred to as “the D.I.A.”) for all proposed works in connection with the development on the lot.
- (c) The D.I.A shall identify all adverse drainage impact resulting from the development on the lot and the Purchaser shall at his own expense carry out appropriate mitigation works to the satisfaction of the Director within such time limits as the Director may require.

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

- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the area shown coloured pink hatched black on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Hatched Black Area”)(Note: Please refer to the location of the Pink Hatched Black Area shown on the plan in the “Layout plan of the development” section of this Sales Brochure.) except boundary walls or fences or both.
- (b) (i) No structure or support for any structure shall be erected or constructed within the area shown colored pink stippled black and marked “DRAINAGE RESERVE” (hereinafter referred to as “the Drainage Reserve”) on the plan annexed to the Land Grant except with the prior written consent of the Director. Without prejudice to any rights and remedies of the Government, the Purchaser shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish any structure or structures erected or constructed, with or without the Director’s consent as aforesaid, within the Drainage Reserve and reinstate the Drainage Reserve. If the Purchaser fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Purchaser.

- (ii) The Director and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as “the authorized persons”) with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve (hereinafter referred to as “the Utilities”) which the Director may require or authorize. No object or material of whatsoever nature which may cause obstruction to access or excessive surcharge to the Utilities shall be placed within the Drainage Reserve. Where in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), there is object or material within the Drainage Reserve which may cause obstruction to access or excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Purchaser, at his own expense and in all respects to the satisfaction of the Director, to remove or demolish such object or material and to reinstate the Drainage Reserve. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein, the Director may carry out such removal, demolition and reinstatement works as he may consider necessary at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Purchaser.

- (iii) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government, the Director and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise by the Director or the authorized persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under sub-clause (b) of this Special Condition and no claim shall be made against the Government, the Director or the authorized persons by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

Remarks: The expression “Purchaser” mentioned in this section includes the purchaser under the Land Grant and where the context so admits or requires its successors and assigns.

A. 批地文件規定興建並提供予政府或供公眾使用的設施

1. 描述

- (a) 批地文件特別條件第(2)(a)條提及的綠色區域；
- (b) 批地文件特別條件第(6)(a)條提及的黃色區域；及
- (c) 批地文件特別條件第(31)(a)條提及的棕色區域。

2. 公眾有權按照批地文件使用綠色區域、黃色區域及棕色區域。

B. 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設施

- 1. 黃色區域(連同於其上或於其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街道設施、道路標記及植物)直至地政總署署長(「署長」)要求交還黃色區域的管有權之時為止。政府毋須支付任何費用、收費或負擔。
- 2. 根據批地文件特別條件第(31)(a)條提及的棕色區域(連同一條鋪平道路、聯繫的街道設施、交通輔助設施、街燈、污水渠、排水渠及在棕色區域上的其他構築物)並於其上及沿途之通行權，及一切形成或屬於其一部分的事物。

上述公共設施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，而該等擁有人按規定須以有關住宅物業分攤的管理開支，以支付管理、營運或維持該等設施的部分開支。

C. 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休憩用地

不適用。

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

不適用。

E. 顯示綠色區域、黃色區域及棕色區域的圖則

綠色區域、黃色區域及棕色區域於附錄本節尾端的圖則上分別用綠色、黃色及棕色顯示，僅供識別。

F. 批地文件內涉及綠色區域、黃色區域及棕色區域的條文

(a) 綠色區域

特別條件	批地文件條文
(2)	<p>(a) 買方須：</p> <ul style="list-style-type: none">(i) 於2015年12月31日或之前(或於署長可能會批准的其他延長日期內)按署長批准的方式、材料、標準、水平、定線及設計自行出資進行下列工程，並在一切方面使署長滿意：(I) 鋪設及平整附錄於批地文件的圖則上以綠色顯示(「綠色區域」)的未來公共道路的部分；及(II) 按署長自行酌情要求，提供及建造橋樑、隧道、立交橋、地下通道、溝渠、高架橋、天橋、行人路、道路或其他指定構築物(「構築物」) <p>使建築、車輛及行人交通可以往來綠色區域；</p> <ul style="list-style-type: none">(ii) 於2015年12月31日或之前(或於署長可能會批准的其他延長日期內)，自行出資在綠色區域鋪設地面、路邊石及渠道，並按署長要求提供明渠、污水渠、排水渠、連接致輸水管的消防栓、街燈、交通標誌、街道設施及道路標記，使署長滿意；及(iii) 自行出資保養綠色區域連同構築物及於其上或其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，使署長滿意，直至到按批地文件特別條件第(3)條的指定交還綠色區域的管有權時為止。 <p>(b) 倘若買方未有根據本特別條件第(a)分條於其規定的訂明日期或於署長可能會批准的其他延長日期內履行其責任，政府以可進行所需工程，費用由買方支付，並且買方須應要求向政府繳付一筆相等於該費用的款項，而該款項由署長決定，其決定為最終決定及對買方有約束力。</p> <p>(c) 署長就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾一概不須負責，不論其是否源於或連帶於買方根據本特別條件第(a)分條履行責任或政府根據本特別</p>

特別條件	批地文件條文
	條件第(b)分條行使其權利或其他原因，買方亦不得向政府、署長或任何獲署長授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。
(3)	僅為了進行批地文件特別條件第(2)條所指定的必要工程，買方在批地文件之日獲授予綠色區域的管有權。買方須在政府要求時交還綠色區域，及在任何情況下，於署長發出函件表明一般條件及特別條件(「該等條件」)已履行使他滿意之當日，即視為當日已交還綠色區域給政府。買方須在他管有綠色區域期間，在任何合理時間下准許所有政府及公共車輛及行人自由進出綠色區域，並確保上述進出不會受到按批地文件特別條件第(2)條或其他規定所進行的工程之干涉或阻礙。
(4)	未經署長的預先書面同意，買方不得使用綠色區域作儲物用途或建任何臨時構築物或作任何用途，除了進行批地文件特別條件第(2)條指定的工程。
(5)	<p>(a) 買方須在其管有綠色區域期間，於合理時間內：</p> <ul style="list-style-type: none">(i) 准許署長、其官員、承建商及獲其授權的任何其他人士有權進入與出、經過及再經過和再進入與出該地段(在批地文件內有所定義)及綠色區域，旨在視察、檢查及監管按批地文件特別條件第(2)(a)條進行的任何工程和進行視察、檢查及監管按批地文件特別條件第(2)(b)條進行的任何工程及任何其他署長認為有必要在綠色區域進行的工程；(ii) 准許政府和政府授權的有關公用事業公司按其要求時有權進入與出、經過及再經過和再進入與出該地段及綠色區域，旨在在綠色區域或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養一切管道、電線、槽、電纜槽、其他傳導媒介及輔助設備，以便提供電話、電力、煤氣(如有)及其他服務給該地段或任何毗連或毗鄰土地或房地。買方須充分配合政府和政府正式授權的有關公用事業公司在綠色區域內進行上述工程的一切事宜；及(iii) 准許水務署的官員和其授權的其他人士按他們要求時有權進入與出、經過及再

特別條件	批地文件條文
	<p>經過和再進入與出該地段及綠色區域，旨在進行有關操作、保養、修理、更換及更改綠色區域內的任何其他水務裝置之工程。</p> <p>(b) 政府就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾政府一概不須負責，不論其是否源於或連帶於政府、其官員、代理人、承建商及其他人士或根據本特別條件第(a)分條獲其授權的公用事業公司行使其權利。</p>

(b) 黃色區域

特別條件	批地文件條文
(6)	<p>(a) 買方須：</p> <p>(i) 自批地文件之日期起計24個月(或自署長可能會批准的其他延長期限)內，自行出資使署長在各方面均滿意，進行以下各項：</p> <p>(I) 清理和移除附錄於批地文件的圖則上以黃色顯示的區域(「黃色區域」)內的所有廢料；</p> <p>(II) 於黃色區域上鋪設路面、路邊石及渠道，並就其提供署長可能要求提供的明渠、污水渠、排水渠、連接致輸水管的消防栓、街燈、交通標誌、街道設施及道路標記；及</p> <p>(ii) 自行出資保養黃色區域連同於其上或其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街道設施、道路標記及植物，使署長在各方面均滿意，直至按批地文件特別條件第(6)(d)條指所定交還黃色區域的管有權時為止。在不影響前述的特別條件的規定下，並不損害政府的任何權利和補償下，如在買方管有黃色區域期間在黃色區域內發生任何山泥傾瀉、地陷或水土流失，買方必須自行出資對於黃色區域並且對受影響毗連地段進行修復或彌補，使署長滿意，買方並須對上述山泥傾瀉、地陷或水土流失，不論直接或間接或連帶所造成以致政府承受有關的一切責任、申索、費用、索償、訴訟或司法程序及各種要求，作出彌償及保持彌償政府。</p>

特別條件	批地文件條文
	<p>(b) 倘若買方未有根據本特別條件第(a)分條於其規定的訂明日期或於署長可能會批准的其他延長日期內履行其責任，政府可以進行所需工程，費用由買方支付，並且買方須應要求向政府繳付一筆相等於該費用的款項，而該款項由署長決定，其決定為最終決定及對買方有約束力。</p> <p>(c) 署長就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾署長一概不須負責，不論其是否源於或連帶於買方根據本特別條件第(a)分條履行責任或政府根據本特別條件第(b)分條行使其權利或其他原因，買方亦不得向政府、署長或任何獲署長授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。</p> <p>(d) 僅為了進行批地文件本特別條件第(a)分條所指定的必要工程，買方在批地文件之日獲授予黃色區域的管有權。買方須在政府要求時交還黃色區域，以免除任何負擔上及在政府毋須支付任何費用情形下交還黃色區域給政府。</p> <p>(e) 未經署長的預先書面同意，買方不得使用黃色區域作儲物用途或建任何臨時構築物或作任何用途，除了進行批地文件本特別條件第(a)分條指定的工程。</p> <p>(f) (i) 買方須在其管有黃色區域或其任何部分期間的所有時間內：</p> <p>(I) 准許政府及公眾車輛及行人自由出入沿路徑通過黃色區域；</p> <p>(II) 於黃色區域的沿路徑上為西北鐵路的輕便鐵路車輛提供緊急車輛通道，並允許香港鐵路有限公司，以及獲其正式授權人員、員工、承建商及工作人員有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在檢查、修理、保養及操作輕便鐵路車輛；</p> <p>(III) 准許署長、其官員、承建商及獲署長授權的任何其他人士有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在視察、檢查及監管按批地文件特別條件第(a)分條進行的任何工程和視察、檢查及監管按批地文件本特別條件第(b)分條進行的任何工</p>

特別條件	批地文件條文
	<p>程及任何其他署長認為有必要在黃色區域進行的工程；</p> <p>(IV) 准許政府和政府授權的有關公用事業公司按其要求時有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在黃色區域或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養一切管道、電線、槽、電纜槽及其他傳導媒介及輔助設備，以便提供電話、電力、煤氣(如有)及其他服務給該地段或任何毗連或毗鄰土地或房地。買方須充分配合政府和政府正式授權的有關公用事業公司在黃色區域內進行上述工程的一切事宜；及</p> <p>(V) 准許水務署的官員和其授權的其他人員按他們要求時有權進入與出、經過及再經過和再進入與出該地段及黃色區域，旨在進行有關操作、保養、修理、更換及更改黃色區域內的任何其他水務裝置之工程。</p> <p>(ii) 政府就有關對買方或任何其他人士造成或遭受的任何損失、損害、滋擾或騷擾政府一概不須負責，不論其是否源於或連帶於政府、其官員、代理人、承建商及其他人士或根據本特別條件第(f)(i)分條獲其授權的公用事業公司行使其權利。買方亦不得向署長、政府、其官員、代理人、承建商及其他人士或任何獲他們授權人士提出有關任何該等損失、損害、滋擾或騷擾的任何補償申索。</p>

(c) 棕色區域

特別條件	批地文件條文
(31)	<p>(a) 該地段之批出乃連同給予買方及其員工、訪客、工人及其他獲其授權人仕權利於批地年期內不時及在所有時間恰當地使用及享用該地段的所有用途而通過、再通過、沿著、順著、穿越，使用及經過批地文件附圖上以棕色標示的範圍(「棕色區域」)。</p> <p>(b) 買方須於2015年12月31日或之前(或於署長可能會批准的其他延長日期內)自行出資用於本特別條件第(a)分條所述有通行權穿過和通過的棕色區域上，須以署長要求或批准的</p>

特別條件	批地文件條文
	<p>方法、物料及標準，並須對其他鄰近地段均獲授予通行權穿過和通過的棕色區域或其任何部分的業主以最少干擾的情況下，建造一條鋪平道路並提供聯繫的街道設施、交通輔助設施、街燈、污水渠、排水渠及其他構築物。</p> <p>(c) 買方須自行出資：</p> <p>(i) 維持、保養及維修；及</p> <p>(ii) 以署長要求的物料及時間限制內，改變或改善</p> <p>棕色區域所有構成或附屬棕色區域的所有事物，物件，所有均需完成以達至署長滿意程度，而買方須完全負上責任，有如買方為其之絕對業主。</p> <p>(d) 買方不會及不能因任何公路改動而併入買方有通行權之部份棕色區域或影響其斜度而有權作任何申索；買方並須自行出資在其建造之鋪平道路開展所有隨之需要的改動至署長滿意程度。</p> <p>(e) 在本特別條件第(a)分條中授予買方的通行權並不會給予買方於棕色區域之享有獨有權利。政府有權授予於在現在或在將來其他鄰近地段的業主於棕色區域之通行權，或接管整個或部分棕色區域以用作公眾街道，買方或其他獲授予整個或部分棕色區域之通行權的業主均不會獲任何賠償款項。</p> <p>(f) 若買方未履行本特別條件第(b)及第(c)分條之責任，政府可進行必須的建造、保養及維修工程，買方須承擔該費用並須於政府要求時支付相等於該費用的金額，該金額將由署長決定，而其決定將為最終決定並對買方具有約束力。</p> <p>(g) 儘管在本特別條件第(a)分條中授予通行權，政府有全權向買方發出不少於十四天書面通知後(緊急情況除外)鋪設，安裝，重新鋪設，轉移，移走，另配，更換，檢查，操作，維修，保養和更新任何現存或今後可能於棕色區域之上，之下或鄰近地方之政府或其他排水渠，溝渠，水路或水道，污水渠，明渠，輸水管，管道，電纜，電線，線路，公用事業服務或其他工程或裝置(「該等服務」)，署長有絕對酌情權認為合適與否，彌補任何和所有由此而造成之損害，另外署長、其官員、承建商及任何其他獲授權人士</p>

特別條件	批地文件條文
	<p>或其工人有權攜同工具、設備、機械或汽車與否於任何時間進入與出或再進入與出棕色區域以進行上述目的。未經署長事先書面批准，買方不得騷擾或允許任何人騷擾該等服務。除有關彌補行使上述之權利或權力所引致之任何及所有損害外，政府、署長、其官員、承建商和獲他授權人士或其工人皆無須因為行使上述權利而導致買方之任何損失，損害，滋擾或騷擾等等而負責，買方不得向該等人士要求賠償或提出異議。</p>

G. 公契涉及黃色區域和棕色區域的條文

(a) 黃色區域

條文	公契條文
定義	<p>黃色區域指批地文件特別條件第(6)(a)(i)條內提及，並在批地文件附錄圖則及公契及管理協議(「公契」)附錄地面圖則上用黃色顯示之地方，僅供識別。</p>
第六章第B.1.(bq)條	<p>管理人(在公契內有所定義)須按公契規定以妥善方式管理該土地(在公契內有所定義)及發展項目。除公契另有明文規定，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列職責及權力，即：</p> <p>(bq) 管理、保養及修理黃色區域連同於其上或其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街道設施、道路標記及植物直至按照批地文件下要求交還黃色區域的管有權給政府時為止。</p>
第六章第D.3.(p)條	<p>管理預算(在公契內有所定義)的管理開支包括但不限於下列各項：</p> <p>(p) 按照批地文件管理、保養及修理黃色區域連同於其上或其中建造、安裝及提供的所有構築物、鋪設物、明渠、污水渠、排水渠、消防栓、服務設施、街道設施、道路標記及植物(直至交還黃色區域的管有權給政府時為止)的費用及開支。</p>
第六章第D.4.(i)條	<p>每個年度管理預算須劃分為下列部分：</p> <p>(i) A部分須涵蓋管理人認為歸屬管理及保養發展項目公用地方(在公契內有所定義)及發展項目公用設施(在公契內有所定義)、棕色區</p>

條文	公契條文
	<p>域及黃色區域(直至交還黃色區域的管有權給政府時為止)或供全體業主(在公契內有所定義)受益的預計管理開支(但不包括管理預算B部分(在公契第六章第D.4(ii)條所指)及C部分(在公契第六章第D.4(iii)條所指)載有的該等預計管理開支)。</p>
第六章第D.11.(a)條	<p>管理人須從特別基金為發展項目公共地方、發展項目公用設施、棕色區域、黃色區域(直至交還黃色區域的管有權給政府時為止)及其他不論位於該土地之內或之外而按照批地文件規定須由業主保養的地方或設施另分一類基金專為支付資本性質或管理人認為非每年定期的開支，並管理該類基金。該等開支須包括更新費用、改善費用及維修費用用於發展項目公共地方、發展項目公用設施、棕色區域、黃色區域(直至交還黃色區域的管有權給政府時為止)、及用於購買、安裝、更換、改善和添加發展項目公共地方、發展項目公用設施、棕色區域、黃色區域(直至交還黃色區域的管有權給政府時為止)及上述地方或設施的裝置、系統、設備、工具、設備和機器等之費用及相關調查工作和專業費用。對於本條所述的改善工程開支如超過當時年度管理預算的10%，須先根據公契舉行業主大會先取得業主決議批准。</p>
第十章第17條	<p>儘管公契的條約，管理人須負責管理和保養黃色區域至署長滿意，並進行按照批地文件要求有關黃色區域的所須工程。業主須支付有關費用和開支，猶如其為公共地方(在公契內有所定義)和公共設施(在公契內有所定義)的一部分，直至按照批地文件規定交還黃色區域的管有權給政府時為止。</p>

(b) 棕色區域

條文	公契條文
定義	<p>棕色區域指批地文件特別條件第(31)(a)(i)條內提及，並在批地文件附錄圖則及公契附錄地面圖則上用棕色顯示之地方，僅供識別。</p>
第三章第C條	<p>所有業主及其傭工、訪客、工人及其他獲其授權人仕按照批地文件特別條件第(31)(a)(i)條規定有權於批地年期內不時及在所有時間恰當地使用及享用該地段的所有用途而通過、再通過、沿著、順著、穿越，使用及經過棕色區域。</p>
第五章第A.44條	<p>除預先取得署長批准，業主不得騷擾或准許任何人騷擾任何政府或其他已鋪設，安裝，重新</p>

條文	公契條文
	鋪設，轉移，移走，另配，更換，檢查，操作，維修，保養和更新按照批地文件特別條件第(31)(g)條規定於棕色區域之上，之下或鄰近地方之排水渠，溝渠，水路或水道，污水渠，明渠，輸水管，管道，電纜，電線，線路，公用事業服務或其他工程或裝置。
第六章 第B.1. (bo)條	管理人須按公契規定以妥善方式管理該土地及發展項目。除公契另有明文規定，管理人須負責並具有充分及不受限制的授權作出妥善管理該土地及發展項目所必要或適當的一切行為及事情。在任何方面不限制前文的概括性的原則下，管理人具有下列職責及權力，即： (bo)按照批地文件規定並至署長滿意程度維持、保養、維修及管理以及以署長要求的物料及時間限制內，改變或改善棕色區域和所有構成或附屬棕色區域的所有事物。
第六章 第D.3. (n)條	在管理預算管理開支應包括但不限於以下開支： (n) 按照批地文件規定，並至署長滿意程度，維持、保養、維修及管理，並以署長要求的物料及時間限制內，改變或改善棕色區域和所有構成或附屬棕色區域的所有事物之費用和開支。
第六章 第D.4 (i)條	每個年度管理預算須劃分為下列部分： A部分須涵蓋管理人認為歸屬管理及維持發展項目公用地方及發展項目公用設施、棕色區域及黃色區域(直至交還黃色區域的管有權給政府時為止)或供全體業主受益的預計管理開支(但不包括管理預算B部分(在公契第六章第D.4(ii)條所指)及C部分(在公契第六章第D.4(iii)條所指)載有的該等預計管理開支)。
第六章 第D.11. (a)條	管理人須從特別基金為發展項目公共地方、發展項目公用設施、棕色區域、黃色區域(直至交還黃色區域的管有權給政府時為止)及其他不論位於該土地之內或之外而按照批地文件規定須由業主保養的地方或設施另分一類基金專為支付資本性質或管理人認為非每年定期的開支，並管理該類基金。該等開支須包括更新費用、改善費用及維修費用用於發展項目公共地方、發展項目公用設施、棕色區域、黃色區域(直至交還黃色區域的管有權給政府為止)、及用於購買、安裝、更換、改善和添加發展項目公共地方、發展項目公用設施、棕色區域、黃色區域(直至交還黃色區域的管有權給政府時為止)及

條文	公契條文
	上述地方或設施的裝置、系統、設備、工具、設備和機器等之費用及相關調查工作和專業費用。對於本條所述的改善工程開支如超過當時年度管理預算的10%，須先根據公契舉行業主大會先取得業主決議批准。
第十章 第16條	儘管公契的條約，管理人須負責管理和保養棕色區域至署長滿意，並進行按照批地文件要求有關棕色區域的所須工程。業主須支付有關費用和開支，猶如其為公共地方和公共設施的一部分。

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

1. Description
 - (a) The Green Area as referred to in Special Condition No.(2) (a) of the Land Grant.
 - (b) The Yellow Area as referred to in Special Condition No.(6) (a) of the Land Grant.
 - (c) The Brown Area as referred to in Special Condition No.(31) (a) of the Land Grant.
2. The general public has the right to use the Green Area, the Yellow Area and the Brown Area in accordance with the Land Grant.

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

1. The Yellow Area (together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street furniture, road markings and plant constructed, installed and provided thereon or therein) until such time as possession of the Yellow Area has been re-delivered by the Purchaser to the Government. Possession of the Yellow Area shall be re-delivered to the Government free of costs, charges, fees and encumbrances on demand by the Director of Lands (“the Director”).
2. The Brown Area (with paved ways and the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area) over and along which a right of way referred to in sub-clause (a) of Special Condition No. (31) of the Land Grant is given, and everything forming a portion of or pertaining to them.

The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties of the Development; and that those owners are required to meet a proportion of the expenses of managing, operating or maintaining the facilities through the management expense apportioned to the residential properties concerned.

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

Not applicable.

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

Not applicable.

E. A plan that shows the location of the Green Area, the Yellow Area and the Brown Area

The location of each of the Green Area, the Yellow Area and the Brown Area is shown, for identification purpose only, coloured green, yellow and brown respectively on the plan at the end of this section.

F. The provisions of the Land Grant that concern the Green Area, the Yellow Area and the Brown Area

(a) Green Area

Special Condition No.	Provisions of the Land Grant
(2)	<p>(a) The Purchaser shall:</p> <ol style="list-style-type: none"> (i) on or before the 31st day of December 2015 (or such other extended dates 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: <ol style="list-style-type: none"> (I) lay and form that portion of future public road shown and coloured green on plan annexed to the Land Grant (hereinafter referred to as “the Green Area”); and (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”) <p>so that building, vehicular and pedestrian traffic may be carried on the Green Area;</p> (ii) on or before the 31st day of December 2015 (or such other extended dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

Special Condition No.	Provisions of the Land Grant
(2)	<p>(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(3) of the Land Grant.</p> <p>(b) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein or such other extended dates as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.</p> <p>(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.</p>
(3)	For the purpose only of carrying out the necessary works specified in Special Condition No.(2) of the Land Grant, the Purchaser shall on the date of the Land Grant be granted possession of the Green Area. The

Special Condition No.	Provisions of the Land Grant
(3)	Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that the General Conditions and the Special Conditions of the Land Grant (“these Conditions”) have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(2) of the Land Grant or otherwise.
(4)	The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(2) of the Land Grant.
(5)	<p>(a) The Purchaser shall at all reasonable times while he is in possession of the Green Area:</p> <p>(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 (as defined in the Land Grant) and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(2)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Area;</p> <p>(ii) permit the Government and the relevant public utility companies authorized by the Government the</p>

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

(b) Yellow Area

Special Condition No.	Provisions of the Land Grant
(6)	<p>(a) The Purchaser shall:</p> <p>(i) within 24 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director:</p> <p>(I) clear and remove all debris from the area shown coloured yellow on plan annexed to the Land Grant (hereinafter referred to as “the Yellow Area”);</p> <p>(II) surface, kerb and channel the Yellow 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 in his sole discretion may require; and</p> <p>(ii) maintain at his own expense and in all respects to the satisfaction of the Director the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Yellow Area has been re-delivered up by the Purchaser to the Government in accordance with the provision of Special Condition No.(6) (d) of the Land Grant. Without prejudice to the generality of the foregoing provision and in addition to and without prejudice to any rights and remedies of the Government, in the event that any landslip, subsidence or falling away occurs within the Yellow Area when the Purchaser is in possession of the Yellow Area, the Purchaser shall at his own expense reinstate and make good the same and any affected adjacent or</p>

Special Condition No.	Provisions of the Land Grant
(6)	<p>adjoining land to the satisfaction of the Director and the Purchaser shall indemnify the Government against all liabilities, claims, demands, actions or proceedings whatsoever arising whether directly or indirectly out of or in connection with such landslip, subsidence or falling away.</p> <p>(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein or such other extended periods as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.</p> <p>(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.</p> <p>(d) For the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Purchaser shall on the date of the Land Grant be granted possession of the Yellow Area. Possession of the Yellow Area shall be re-delivered to the Government free of costs, charges, fees and encumbrances on demand by the Director.</p>

Special Condition No.	Provisions of the Land Grant
(6)	<p>(e) The Purchaser shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.</p> <p>(f) (i) The Purchaser shall at all times while he is in possession of the Yellow Area or any part thereof:</p> <p>(I) allow free access over and along the Yellow Area for all Government and public vehicular and pedestrian traffic;</p> <p>(II) provide an emergency vehicular access over and along the Yellow Area for the passage of light rail vehicles of the North-west Railway and to permit the MTR Corporation Limited and their duly authorized officers, servants, contractors and workmen the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of carrying out works in relation to the checking, repairing, maintenance and operation of the light rail vehicles;</p> <p>(III) 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 Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area;</p>

Special Condition No.	Provisions of the Land Grant
(6)	<p>(IV) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any 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 Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and</p> <p>(V) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Yellow 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 Yellow Area.</p>

Special Condition No.	Provisions of the Land Grant
(6)	(ii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person arising out of or incidental to the exercise of the rights by the Government, its officers, agents, contractors, and any other persons or public utility companies duly authorized under sub-clause (f)(i) of this Special Condition and no claim for compensation or otherwise shall be made by the Purchaser or any other persons against the Director, the Government, its officers, agents, contractors and any other person or persons authorized by it or them in respect of any such loss, damage, nuisance or disturbance.

(c) Brown Area

Special Condition No.	Provisions of the Land Grant
(31)	<p>(a) The lot is granted together with a right for the Purchaser and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown coloured brown on the plan annexed to the Land Grant (hereinafter referred to as “the Brown Area”).</p> <p>(b) The Purchaser shall, on or before the 31st day of December 2015 (or such other extended dates as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct paved ways with the associated street furnitures, traffic aids, street lighting, sewers, drains and other structures on the Brown Area over and along which a right of way referred to in sub-clause (a)</p>

Special Condition No.	Provisions of the Land Grant
(31)	<p>of this Special Condition is giving with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole of any portion of the Brown Area may have been granted.</p> <p>(c) The Purchaser shall at his own expense:</p> <p>(i) uphold, maintain and repair;</p> <p>(ii) if required by the Director, alter or improve in such manner with such materials and within such time limits as the Director may require</p> <p>the Brown Area and everything forming a portion of or pertaining them, all to be done to the satisfaction of the Director and the Purchaser shall be responsible for the whole as if he were the absolute owner thereof.</p> <p>(d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Purchaser who shall at his own expense carry out all consequent alterations to the paved ways constructed by him to the satisfaction of the Director.</p> <p>(e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Purchaser the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Purchaser or to the owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.</p> <p>(f) In the event of the Purchaser failing to carry out or perform any of the Purchaser’s obligations under sub-clauses (b) and (c) of this Special Condition, the Government may carry out the necessary construction, maintenance and repair works at the cost of the Purchaser who shall pay to the</p>

Special Condition No.	Provisions of the Land Grant
(31)	<p>Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.</p> <p>(g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Purchaser, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovise, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “the services”) which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Purchaser shall not disturb or allow anybody to disturb the services without prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Purchaser.</p>

G. Provisions of the deed of mutual covenant that concern the Yellow Area and the Brown Area

(a) The Yellow Area

Clauses No.	Provisions of the deed of mutual covenant
Definitions	“Yellow Area” means the area shown coloured yellow on the plan annexed to the Land Grant, as referred to in Special Condition No.(6)(a)(i) of the Land Grant and for the purpose of identification only as shown and coloured yellow on the Ground Floor Plan annexed to the Deed of Mutual Covenant incorporating Management Agreement (“DMC”).
B.1.(bq) in Section VI	The Manager (as defined in the DMC) will manage the Land (as defined in the DMC) and the Development in a proper manner and in accordance with the DMC and except as otherwise therein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely: (bq) To manage, maintain and repair the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street furniture, road markings and plant constructed, installed and provided thereon or therein until the Yellow Area shall have been re-delivered up to the Government as required under the Land Grant;
D.3.(p) in Section VI	The management expenditure in the Management Budget (as defined in the DMC) shall include but not be limited to the following: (p) The costs and expenses of managing, maintaining and repairing the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street furniture, road markings and plant constructed, installed and provided thereon or therein (until the Yellow Area shall have been re-delivered up to the Government) under the Land Grant;

Clauses No.	Provisions of the deed of mutual covenant
D.4.(i) in Section VI	Each annual Management Budget shall be divided into the following parts: (i) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas (as defined in the DMC) and the Development Common Facilities (as defined in the DMC), the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government) or for the benefit of all the Owners (as defined in the DMC) (excluding those estimated management expenditure contained in Part B (as referred to in D.4(ii) in Section VI of the DMC) and Part C (as referred to in D.4(iii) in Section VI of the DMC) of the Management Budget);
D.11.(a) in Section VI	There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Development Common Areas, the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government) and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Land Grant for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually. Such expenses shall include, inter alia, expenses for the renovation, improvement and repair of the Development Common Areas, the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government), the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas, the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government) and any areas or facilities as aforesaid and the costs

Clauses No.	Provisions of the deed of mutual covenant
D.11.(a) in Section VI	of the relevant investigation works and professional fees Provided that prior approval by a resolution of the Owners at an Owners’ meeting convened under the DMC is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.
17. in Section X	Notwithstanding anything contained in the DMC, until such time as the Yellow Area is re-delivered up to the Government in accordance with the Land Grant, the Manager shall be responsible for the management and maintenance, to the satisfaction of the Director, of the Yellow Area and shall carry out such works in respect of the Yellow Area as are required under the Land Grant and the Owners shall be responsible for the costs and expenses incurred in respect thereof as if they were part of the Common Areas (as defined in the DMC) and Common Facilities (as defined in the DMC).

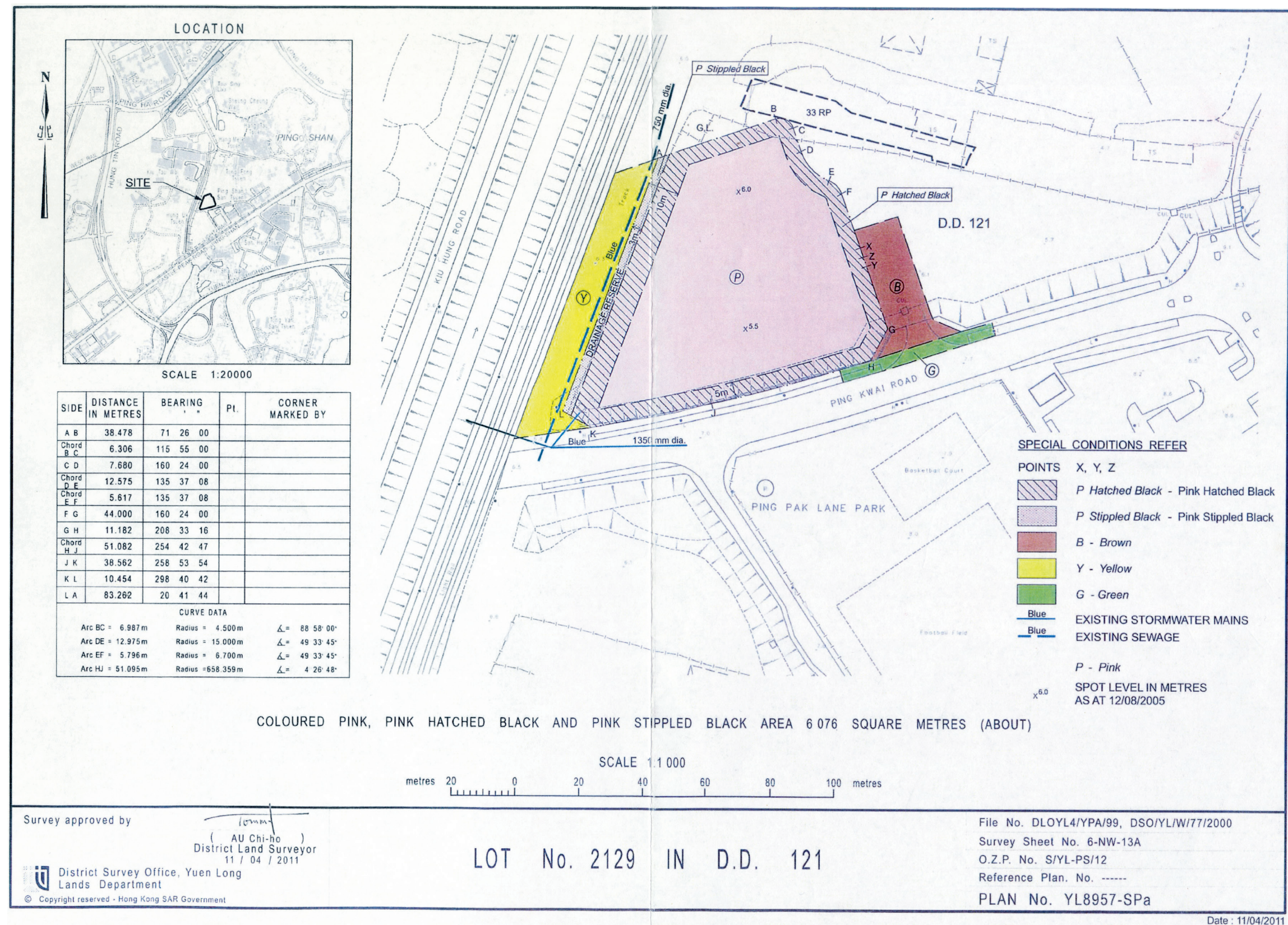
(b) The Brown Area

Clauses No.	Provisions of the deed of mutual covenant
Definitions	“Brown Area” means the area shown coloured brown on the plan annexed to the Land Grant, as referred to in Special Condition No.(31)(a) of the Land Grant and for the purpose of identification only as shown and coloured brown on the Ground Floor Plan annexed to the DMC.
C. in Section III	All Owners and their servants, visitors, workmen and other persons authorized by them in that behalf shall have the right from time to time and at all times during the term agreed to be granted by the Land Grant for all purposes connected with the proper use and enjoyment of the Land to pass and repass, on, along, over, by and through the Brown Area in accordance with Special Condition No.(31)(a) of the Land Grant.
A.44. in Section V	Save with the prior written approval from the Director, no Owner shall disturb or allow anybody to disturb any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line,

Clauses No.	Provisions of the deed of mutual covenant
A.44. in Section V	utility service or other works or installations upon, over, under or adjacent to the Brown Area which may be laid, installed, relayed, diverted, removed, reprovisioned, replaced, inspected, operated, repaired, maintained and renewed by the Government pursuant to Special Condition No.(31)(g) of the Land Grant.
B.1.(bo) in Section VI	<p>The Manager will manage the Land and the Development in a proper manner and in accordance with the DMC and except as otherwise therein expressly provided the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Land and the Development. Without in any way limiting the generality of the foregoing, the Manager shall have the following duties and powers namely:</p> <p>(bo) To uphold, maintain, repair and manage, and if required by the Director, alter or improve in such manner with such materials and within such time limits as the Director may require the Brown Area and everything forming a portion of or pertaining to them, all to be done to the satisfaction of the Director in accordance with the Land Grant;</p>
D.3.(n) in Section VI	<p>The management expenditure in the Management Budget shall include but not be limited to the following:</p> <p>(n) The costs and expenses of upholding, maintaining, repairing and managing, and if required by the Director, altering or improving in such manner with such materials and within such time limits as the Director may require the Brown Area and everything forming a portion of or pertaining to them, all to be done to the satisfaction of the Director in accordance with the Land Grant;</p>
D.4.(i) in Section VI	<p>Each annual Management Budget shall be divided into the following parts:</p> <p>(i) Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and</p>

Clauses No.	Provisions of the deed of mutual covenant
D.4.(i) in Section VI	the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government) or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B (as referred to in D.4(ii) in Section VI of the DMC) and Part C (as referred to in D.4(iii) in Section VI of the DMC) of the Management Budget);
D.11.(a) in Section VI	There shall be established and maintained by the Manager a sub-category of the Special Fund in respect of the Development Common Areas, the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government) and any areas or facilities whether within or outside the Land that are required to be maintained by the Owners under the Land Grant for payment of expenses of a capital nature or of a kind not expected by the Manager to be incurred annually. Such expenses shall include, inter alia, expenses for the renovation, improvement and repair of the Development Common Areas, the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government), the purchase, setting up, replacement, improvement and addition of installations, systems, equipment, tools, plant and machineries for the Development Common Areas, the Development Common Facilities, the Brown Area and the Yellow Area (until the Yellow Area shall have been re-delivered up to the Government) and any areas or facilities as aforesaid and the costs of the relevant investigation works and professional fees Provided that prior approval by a resolution of the Owners at an Owners' meeting convened under the DMC is required for any improvement works referred to in this clause which involves expenditure in excess of 10% of the current annual Management Budget.
16. in Section X	Notwithstanding anything contained in the DMC, the Manager shall be responsible for the management and maintenance, to the satisfaction

Clauses No.	Provisions of the deed of mutual covenant
16. in Section X	of the Director, of the Brown Area and shall carry out such works in respect of the Brown Area as are required under the Land Grant and the Owners shall be responsible for the costs and expenses incurred in respect thereof as if they were part of the Common Areas and Common Facilities.



備註：

- 1) 此圖僅作顯示「綠色區域」、「黃色區域」及「棕色區域」的位置，圖中所示之其他事項未必能反映其最新狀況。
- 2) 此圖乃複製自附於批地文件的圖則，亦是本節第E段所述的圖則。

Remarks:

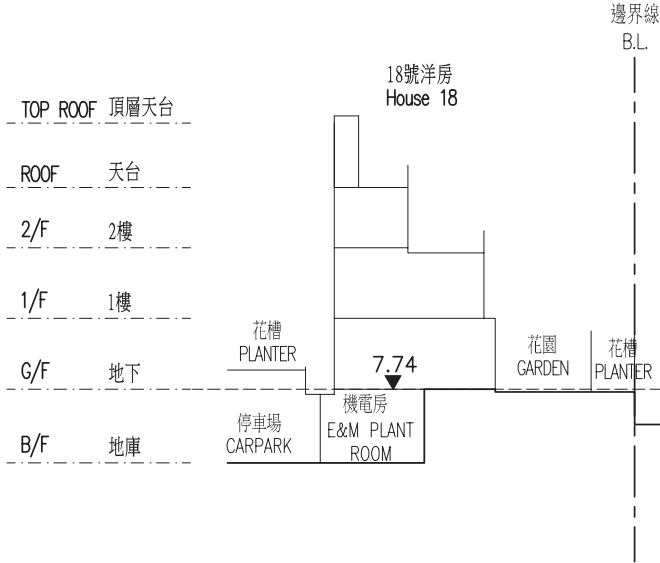
- 1) This plan is for showing the locations of Green Area, Yellow Area and Brown Area. Other matters shown in this plan may not reflect their latest conditions.
- 2) This plan is reproduction of plan annexed to the Land Grant, and is the plan referred to in Paragraph E of this section.

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。

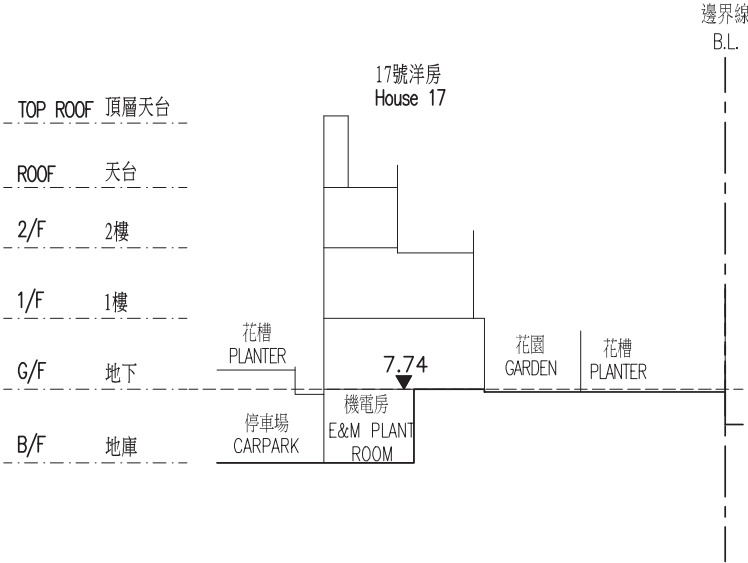
1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will 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.



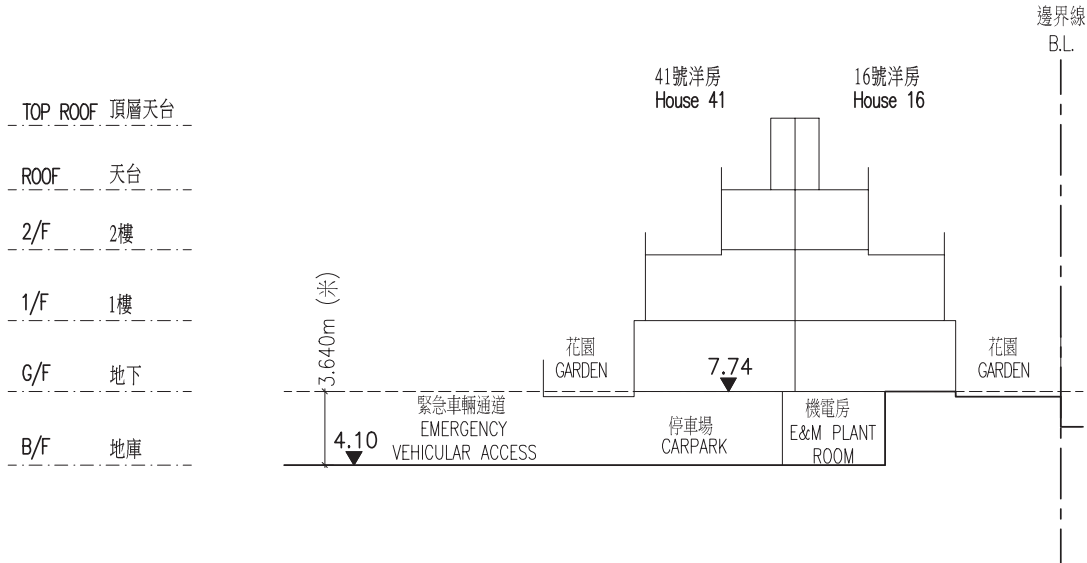
索引圖 KEY PLAN



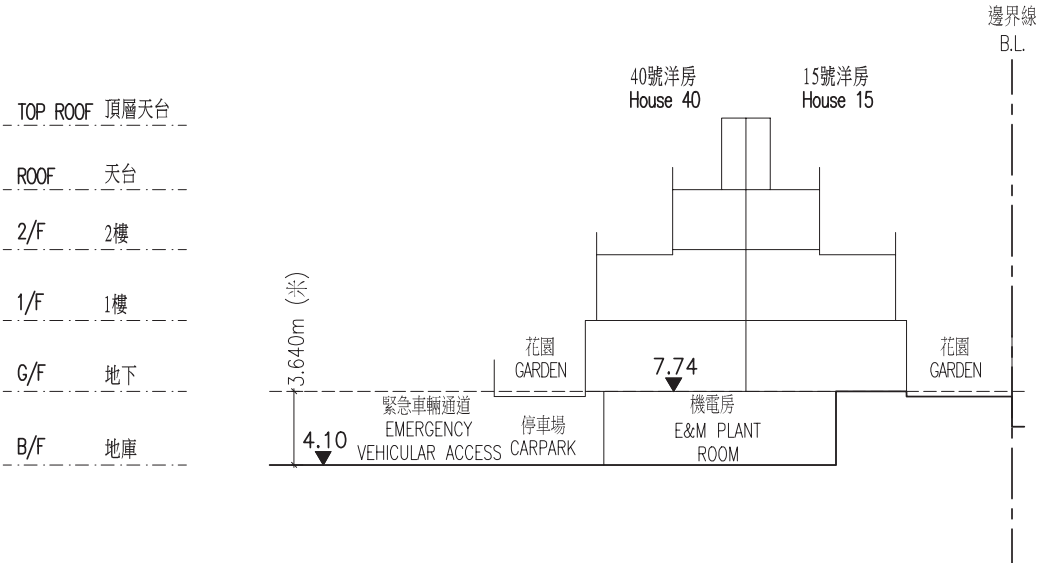
橫截面圖 1 CROSS-SECTION PLAN 1



橫截面圖 2 CROSS-SECTION PLAN 2

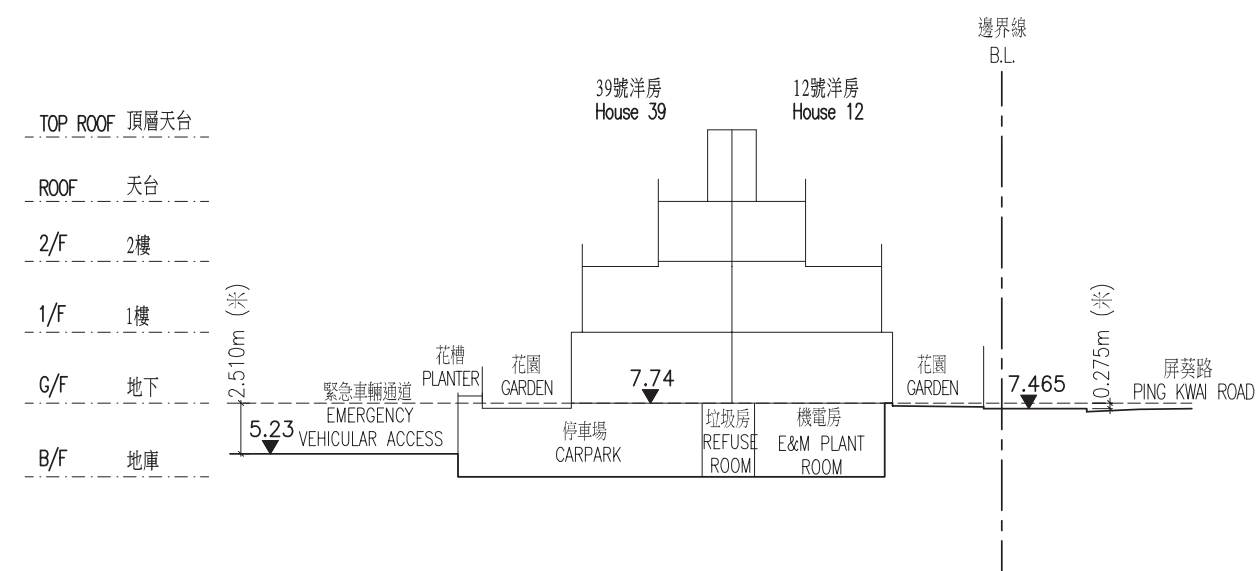


橫截面圖 3 CROSS-SECTION PLAN 3

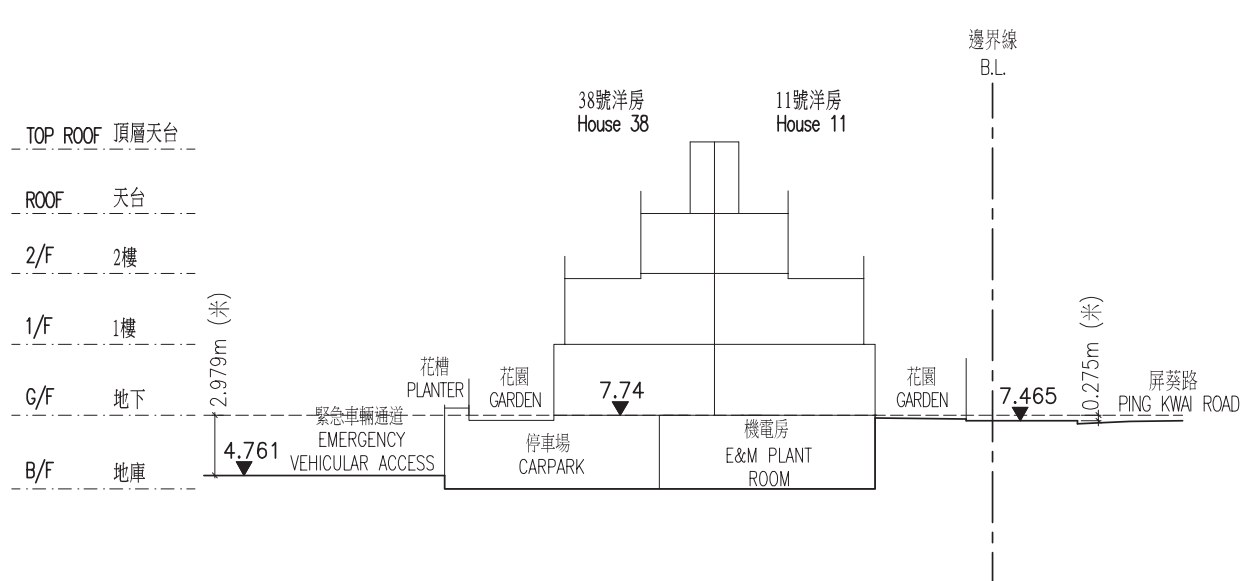


橫截面圖 4 CROSS-SECTION PLAN 4

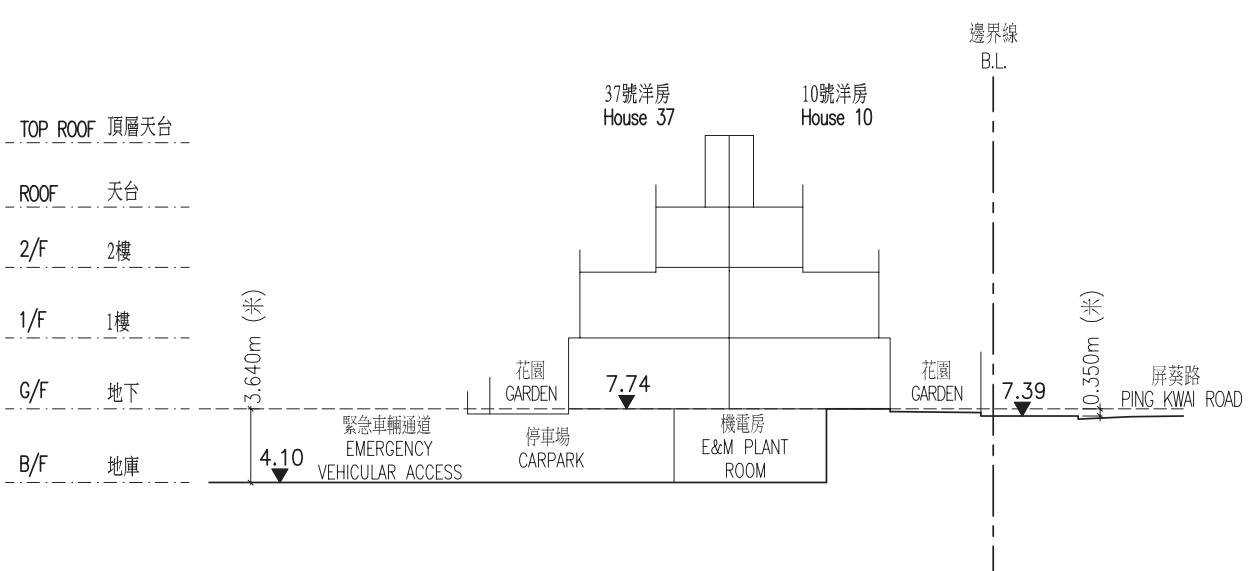
- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
- ▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
- B.L.= 邊界線
Boundary Line



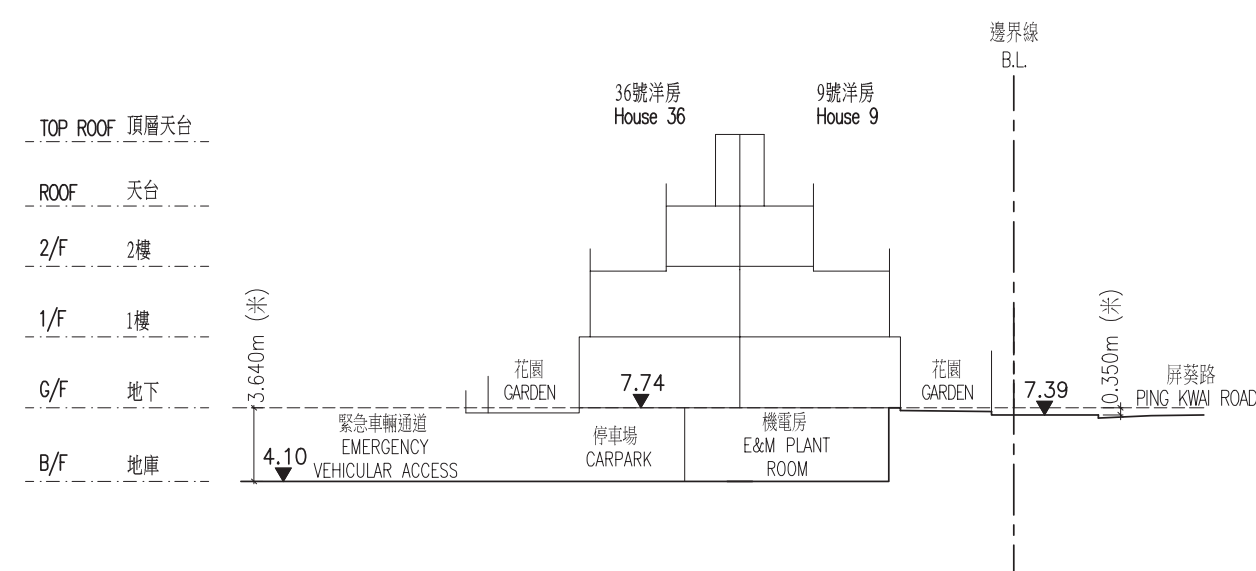
橫截面圖 5 CROSS-SECTION PLAN 5



橫截面圖 6 CROSS-SECTION PLAN 6

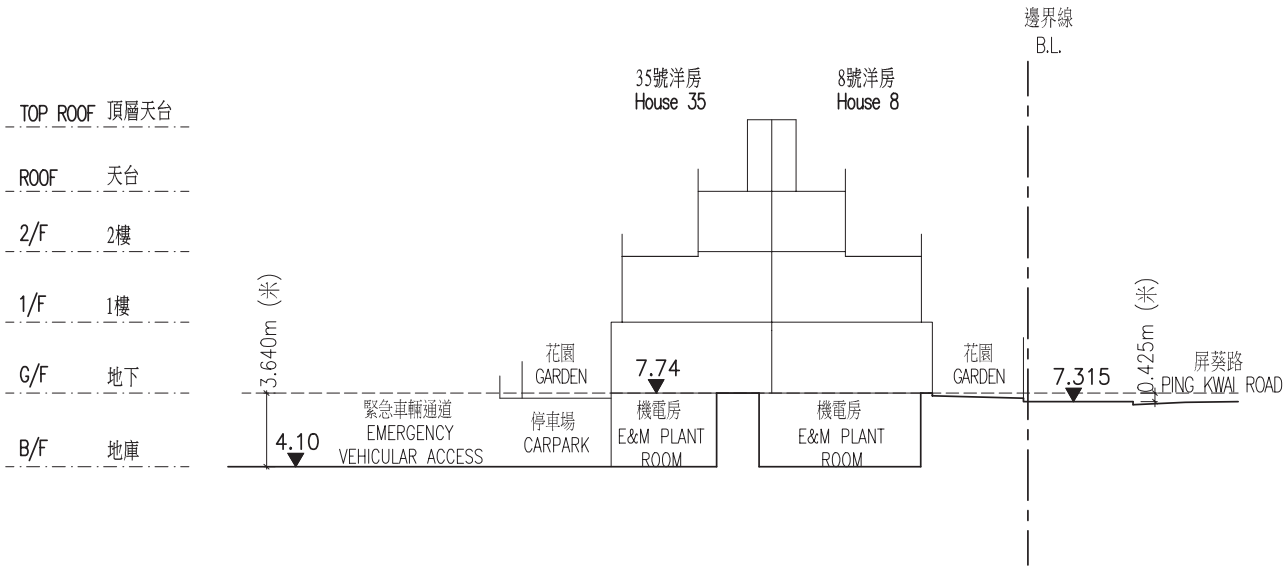


橫截面圖 7 CROSS-SECTION PLAN 7

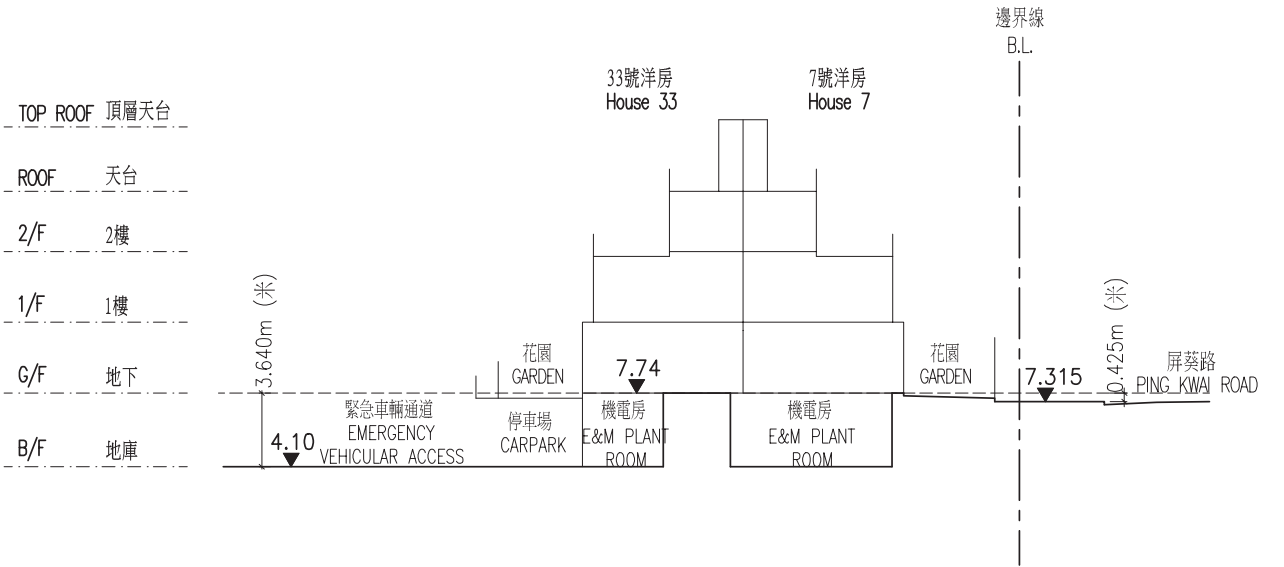


橫截面圖 8 CROSS-SECTION PLAN 8

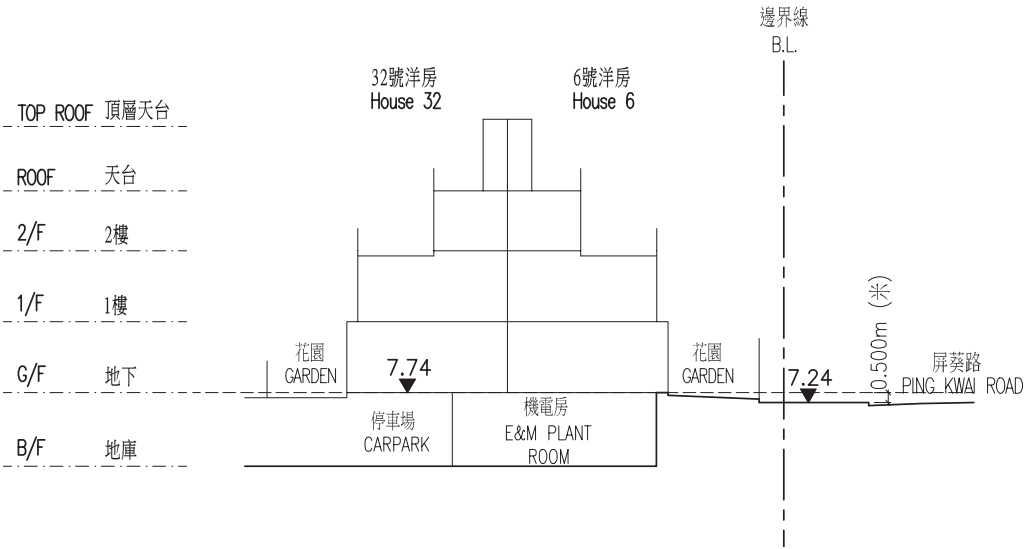
- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
- ▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
- B.L.= 邊界線
Boundary Line



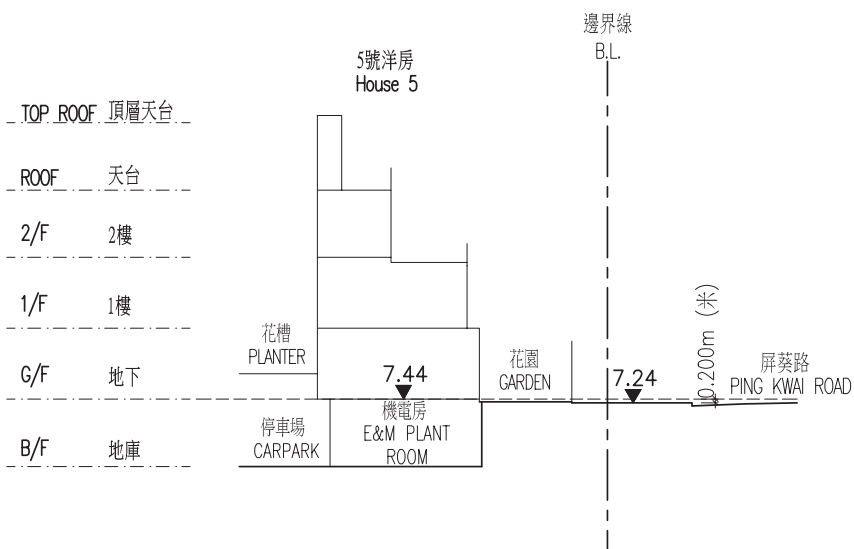
橫截面圖 9 CROSS-SECTION PLAN 9



橫截面圖 10 CROSS-SECTION PLAN 10

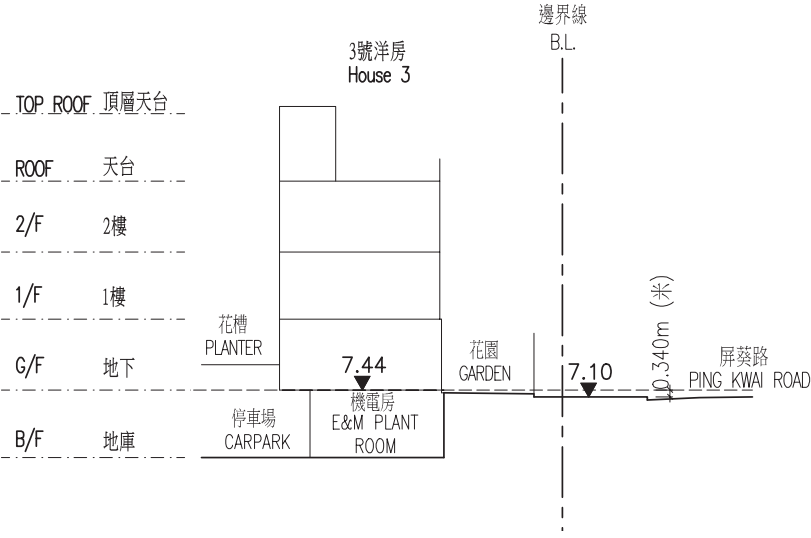


橫截面圖 11 CROSS-SECTION PLAN 11

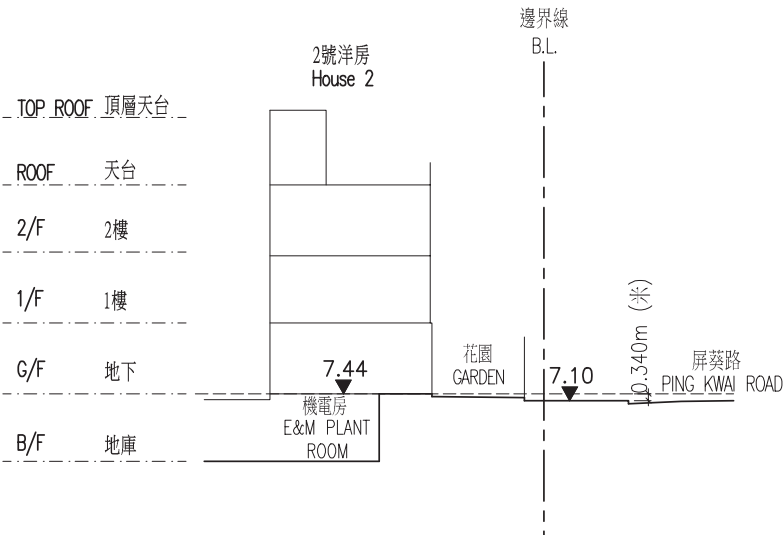


橫截面圖 12 CROSS-SECTION PLAN 12

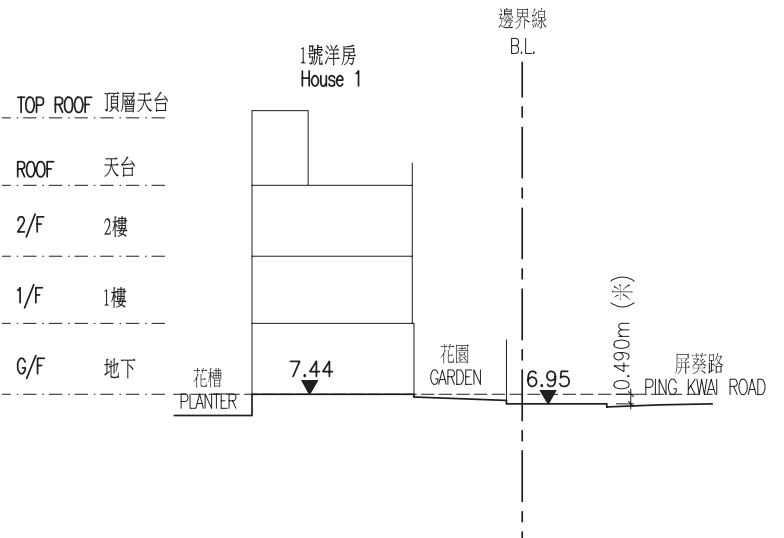
--- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
B.L.= 邊界線
Boundary Line



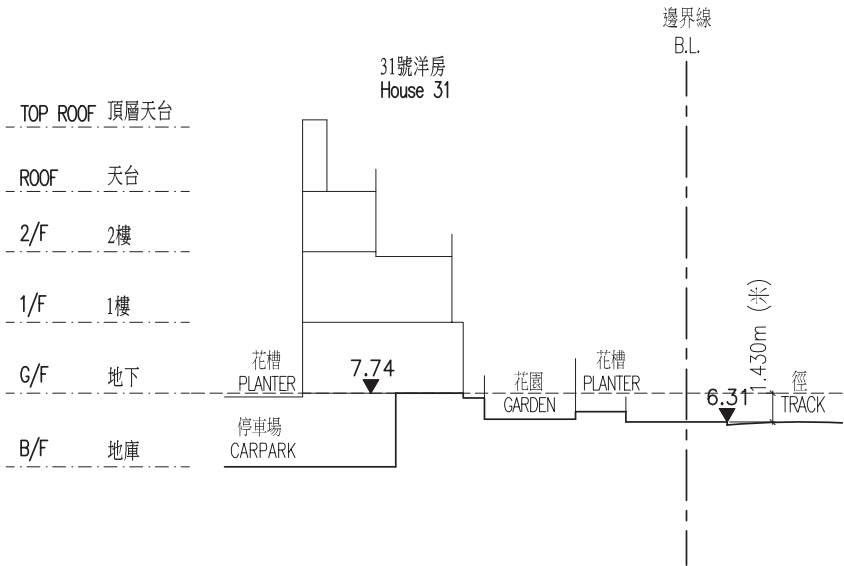
橫截面圖 13 CROSS-SECTION PLAN 13



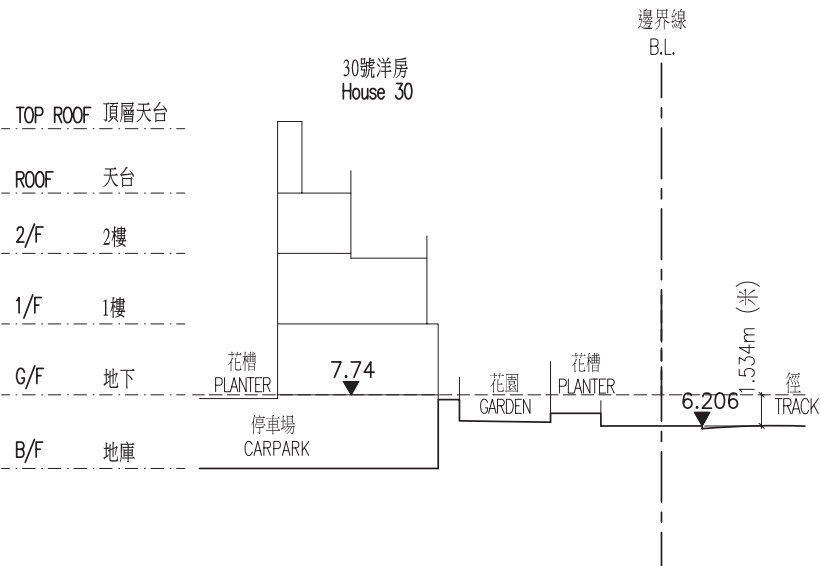
橫截面圖 14 CROSS-SECTION PLAN 14



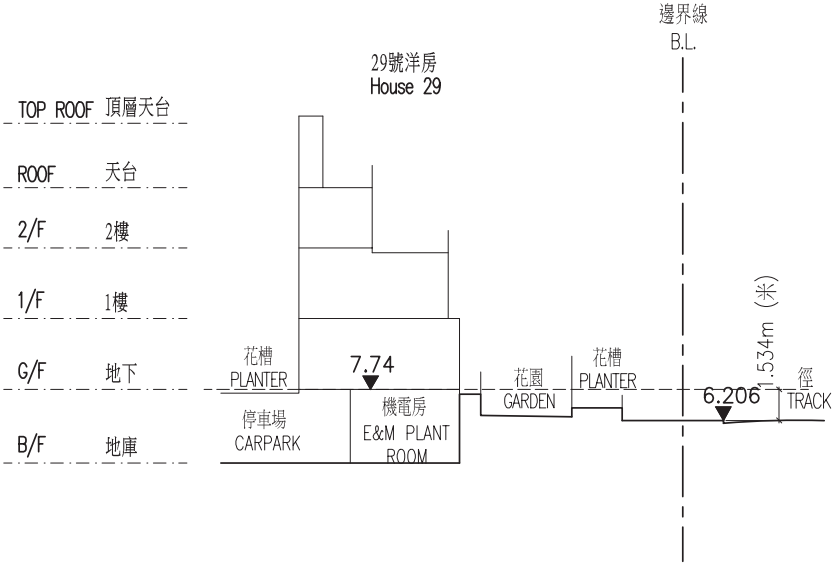
橫截面圖 15 CROSS-SECTION PLAN 15



橫截面圖 16 CROSS-SECTION PLAN 16

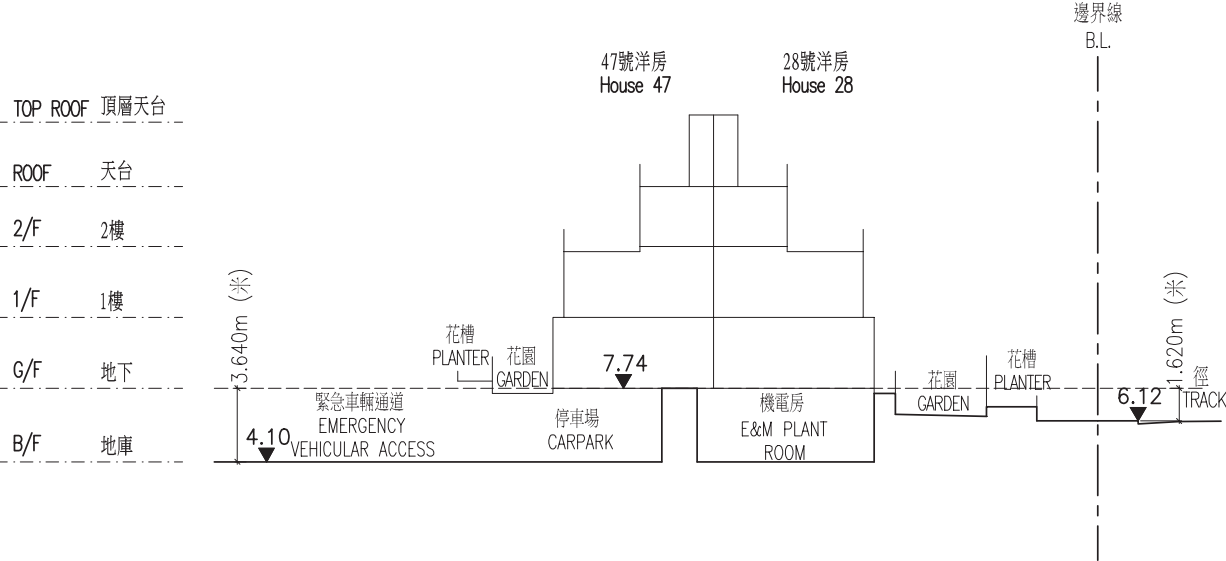


橫截面圖 17 CROSS-SECTION PLAN 17

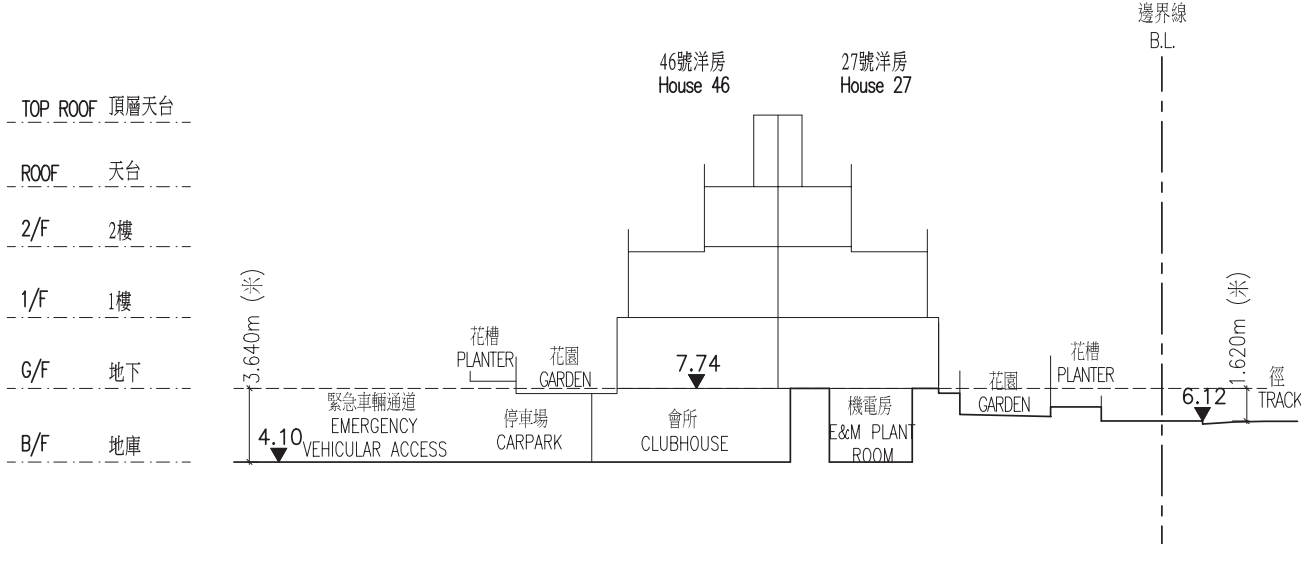


橫截面圖 18 CROSS-SECTION PLAN 18

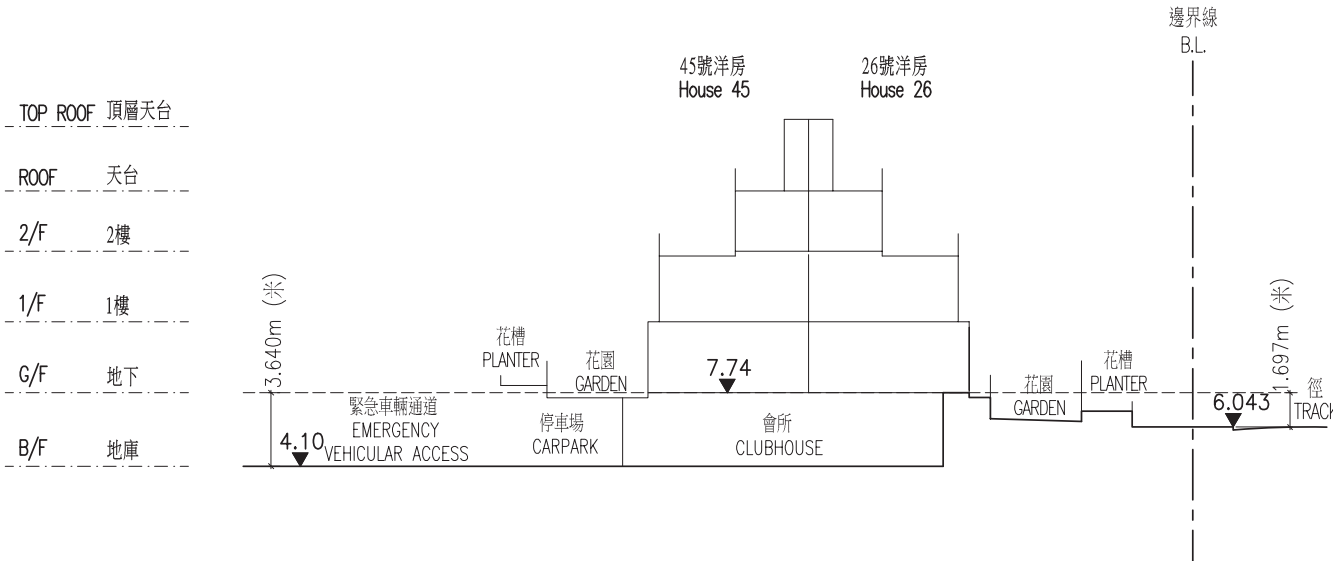
--- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
B.L.= 邊界線
Boundary Line



橫截面圖 19 CROSS-SECTION PLAN 19

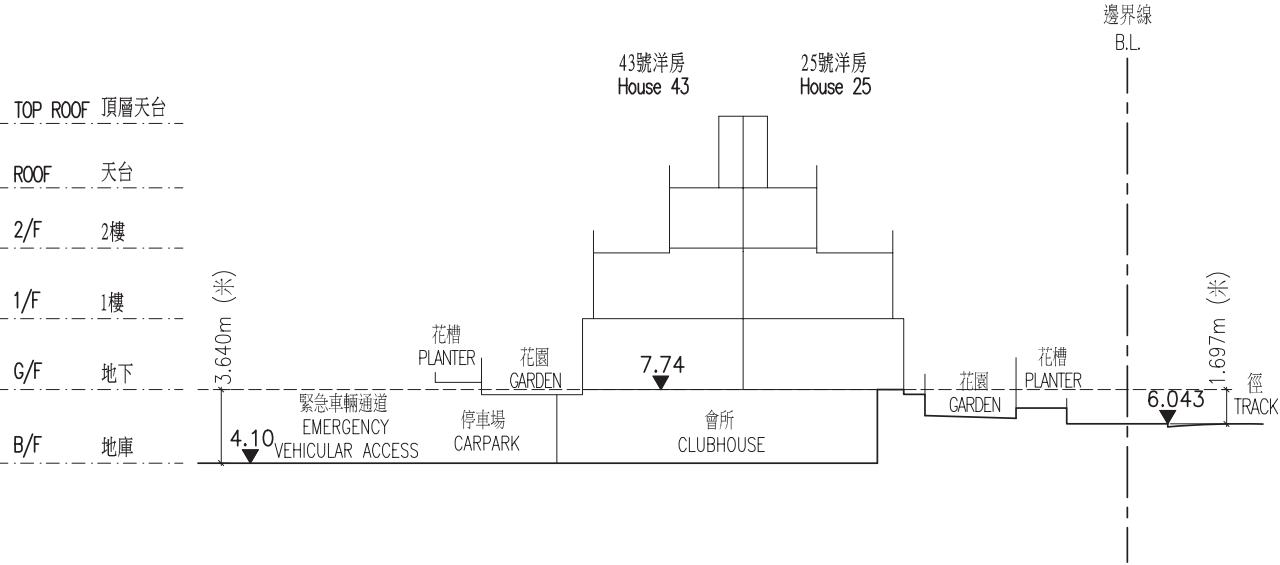


橫截面圖 20 CROSS-SECTION PLAN 20

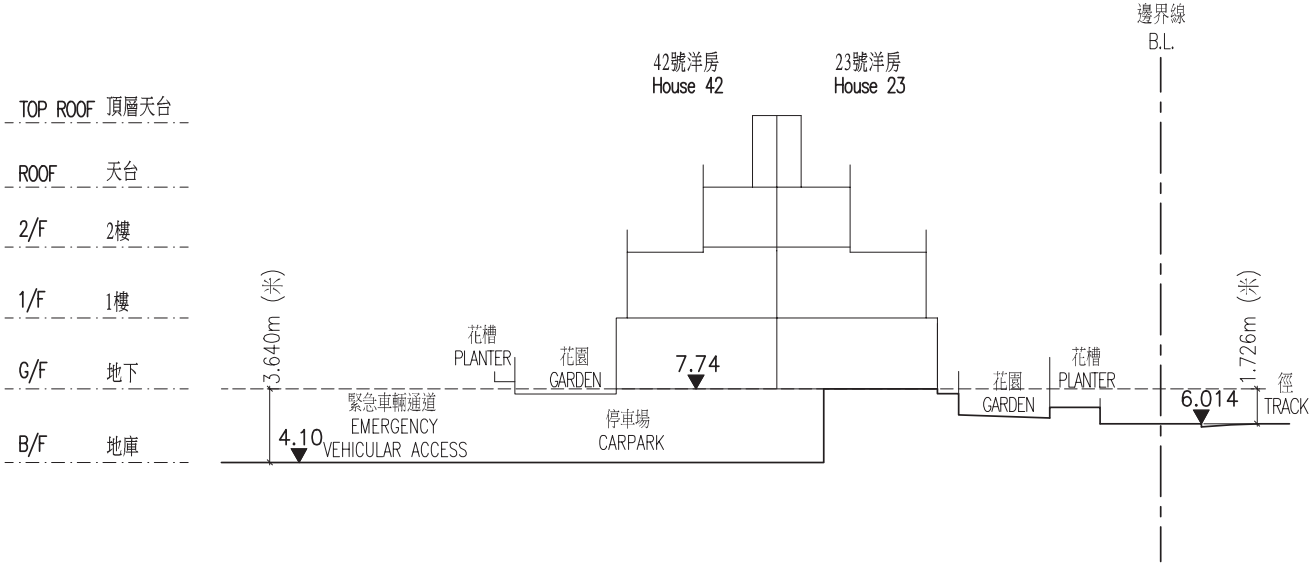


橫截面圖 21 CROSS-SECTION PLAN 21

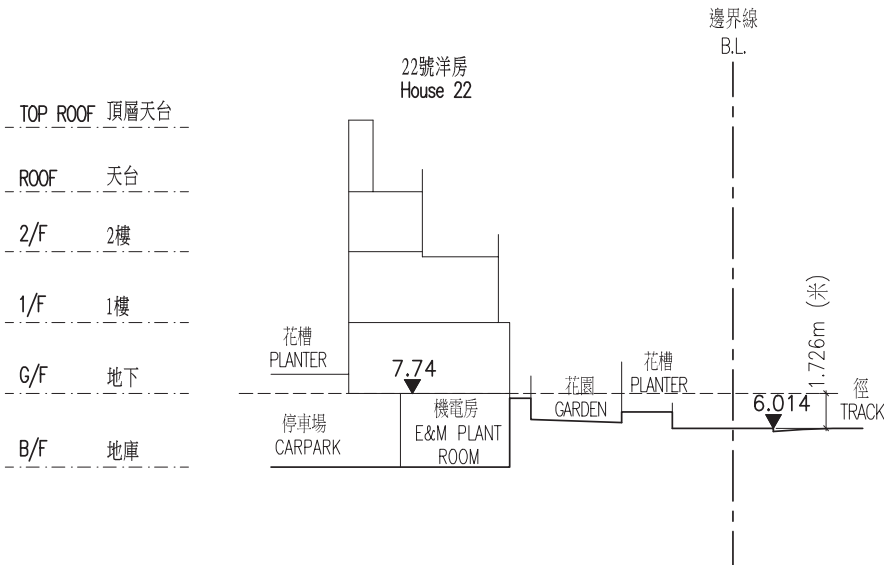
- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
- ▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
- B.L.= 邊界線
Boundary Line



橫截面圖 22 CROSS-SECTION PLAN 22

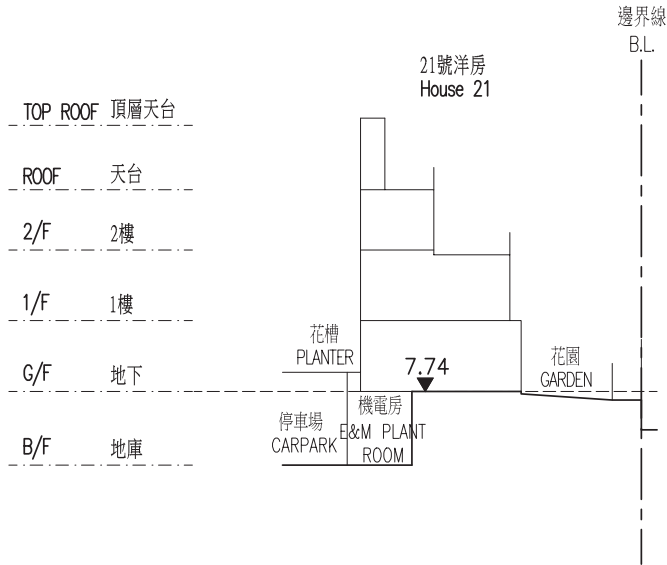


橫截面圖 23 CROSS-SECTION PLAN 23

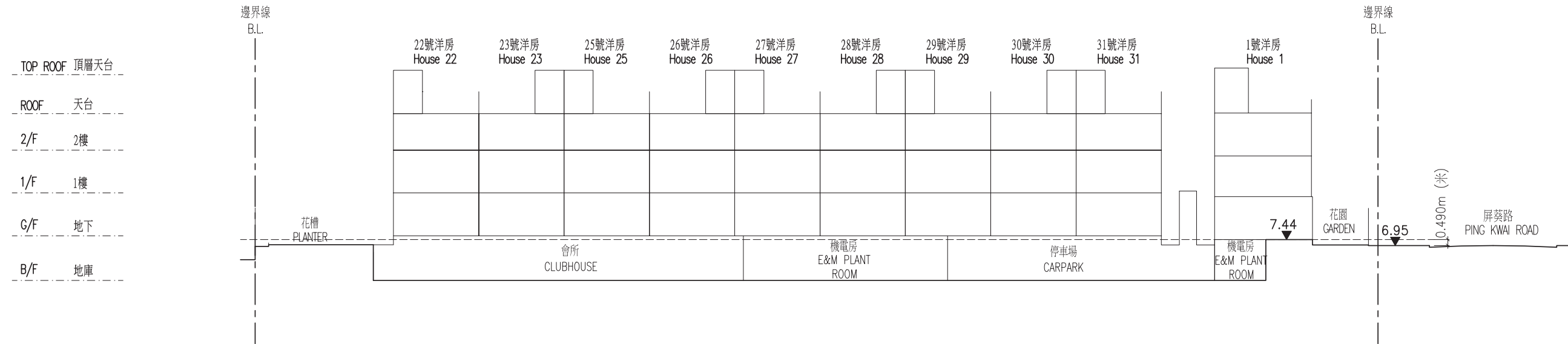


橫截面圖 24 CROSS-SECTION PLAN 24

--- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
B.L.= 邊界線
Boundary Line

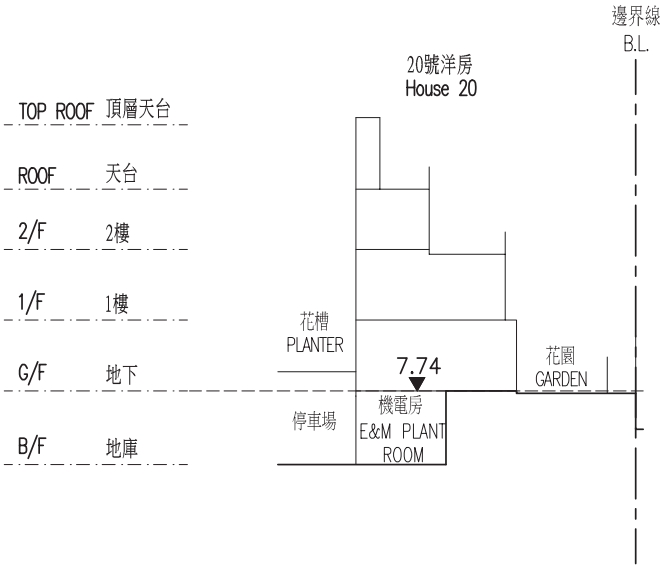


橫截面圖 25 CROSS-SECTION PLAN 25

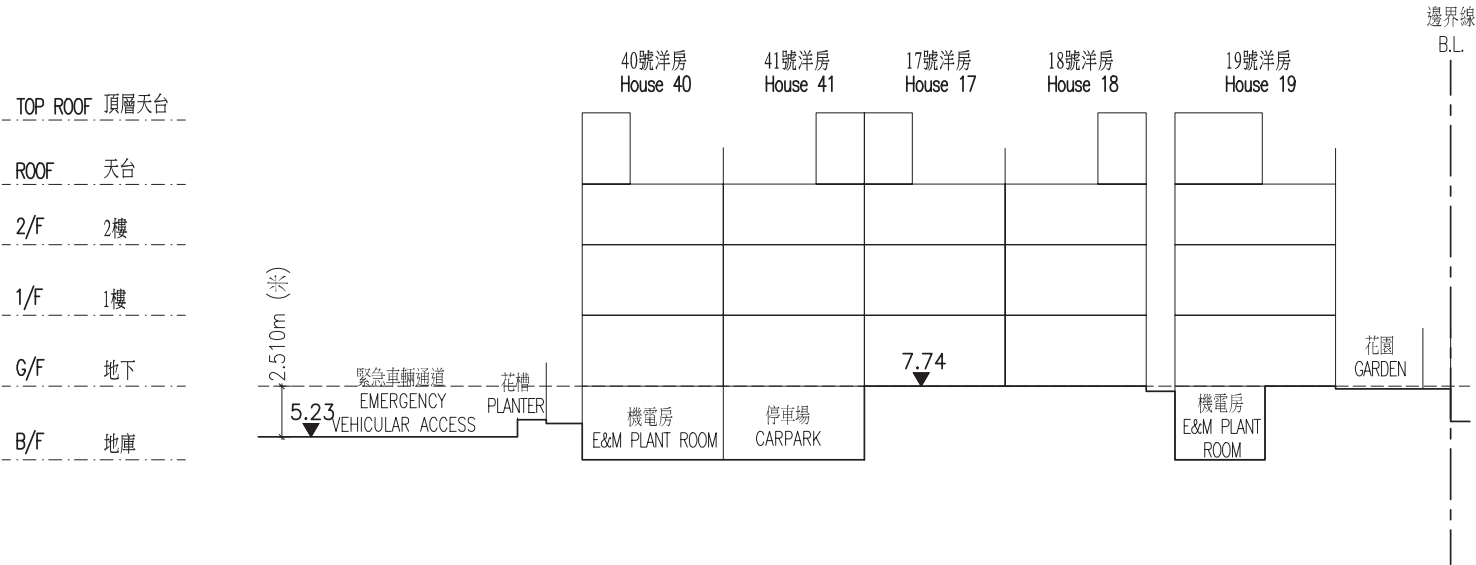


橫截面圖 26 CROSS-SECTION PLAN 26

- 虛線為最低住宅樓層水平
Dotted line denotes the lowest residential floor
- ▼ 香港主水平基準以上高度(米)
height in metres above Hong Kong Principal Datum (HKPD)
- B.L.= 邊界線
Boundary Line



橫截面圖 27 CROSS-SECTION PLAN 27



橫截面圖 28 CROSS-SECTION PLAN 28

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

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

B.L.= 邊界線
Boundary Line



The part of the road adjacent to the building(House 12) is 6.70 to 6.96 metres above the Hong Kong Principal Datum.

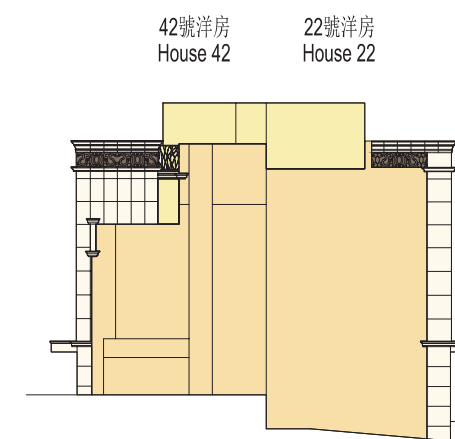
B.L.= 邊界線
Boundary Line



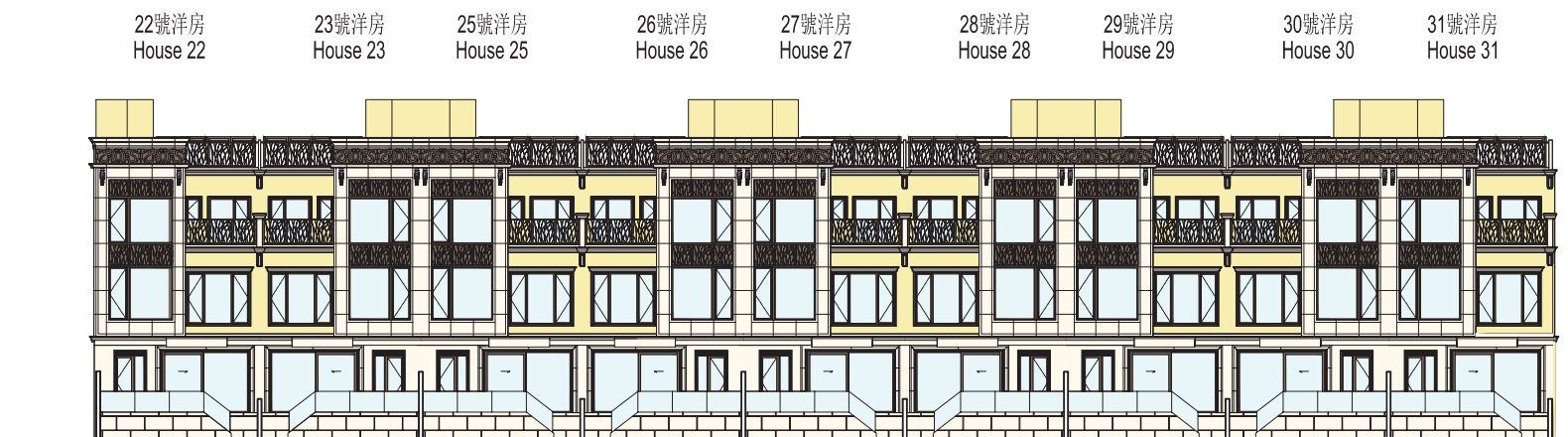
索引圖 KEY PLAN



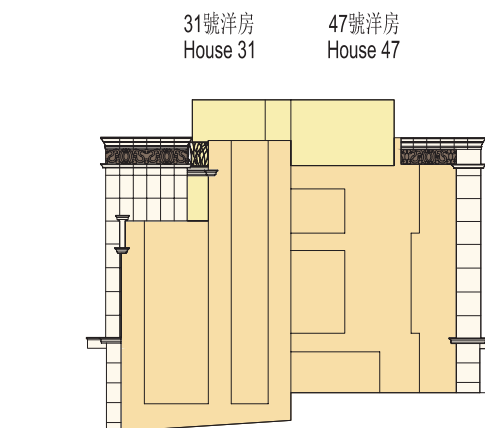
立面圖 1
ELEVATION 1



立面圖 3
ELEVATION 3



立面圖 2
ELEVATION 2



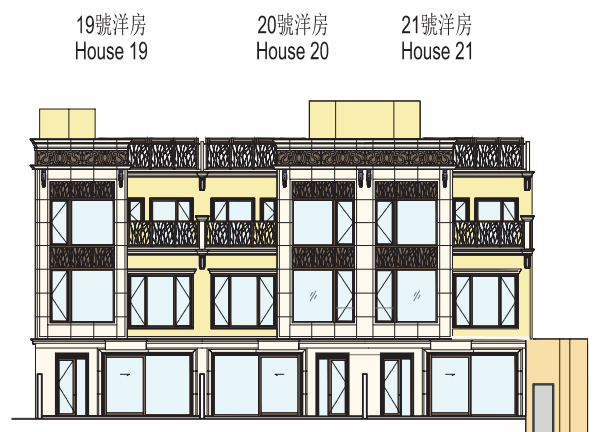
立面圖 4
ELEVATION 4

發展項目的認可人士已經證明該等立面：

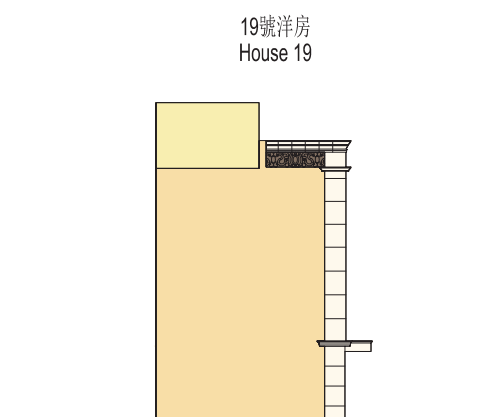
- (a) 以2015年3月23日、2015年5月11日及2015年7月22日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (b) 大致上與發展項目的外觀一致。

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

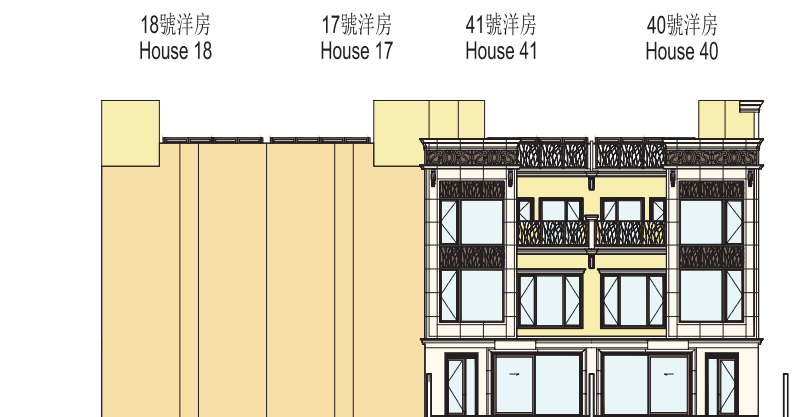
- (a) are prepared on the basis of the approved building plans for the Development as of 23rd March 2015, 11th May 2015 and 22nd July 2015; and
- (b) are in general accordance with the outward appearance of the Development.



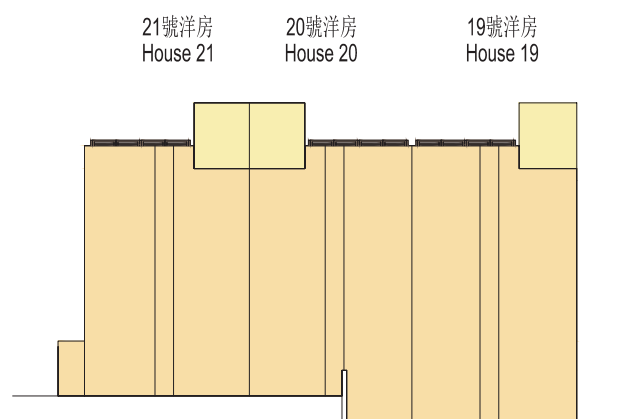
立面圖 5
ELEVATION 5



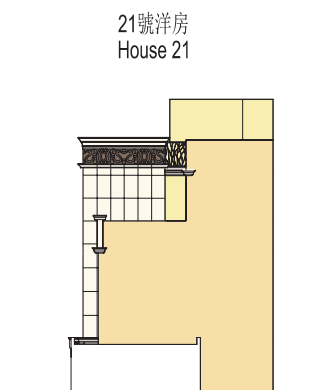
立面圖 7
ELEVATION 7



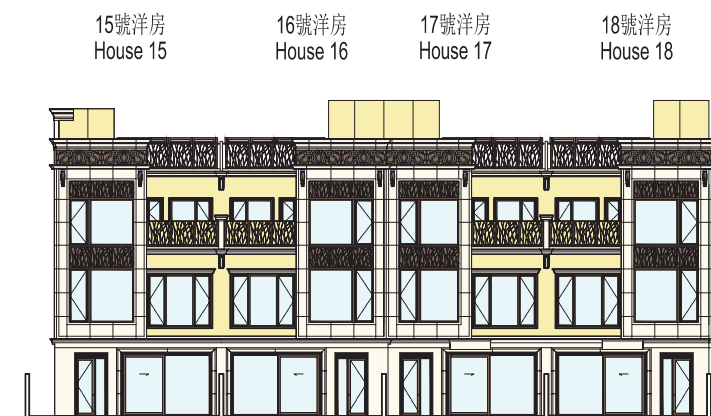
立面圖 9
ELEVATION 9



立面圖 6
ELEVATION 6



立面圖 8
ELEVATION 8



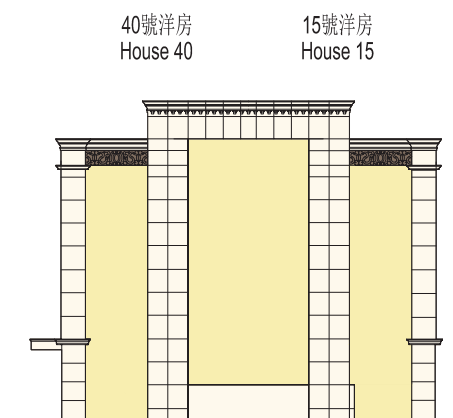
立面圖 10
ELEVATION 10

發展項目的認可人士已經證明該等立面：

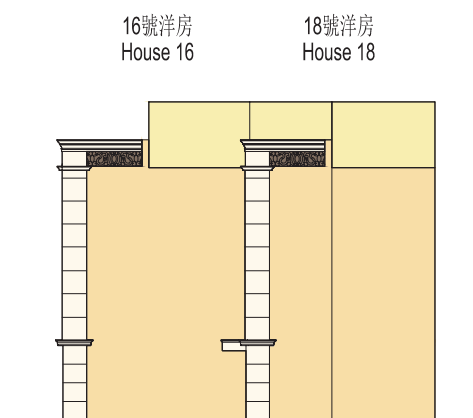
- (a) 以2015年3月23日、2015年5月11日及2015年7月22日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (b) 大致上與發展項目的外觀一致。

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 23rd March 2015, 11th May 2015 and 22nd July 2015; and
- (b) are in general accordance with the outward appearance of the Development.



立面圖 11
ELEVATION 11



立面圖 12
ELEVATION 12

發展項目的認可人士已經證明該等立面：

- (a) 以2015年3月23日、2015年5月11日及2015年7月22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 23rd March 2015, 11th May 2015 and 22nd July 2015; and
- (b) are in general accordance with the outward appearance of the Development.



立面圖 13
ELEVATION 13



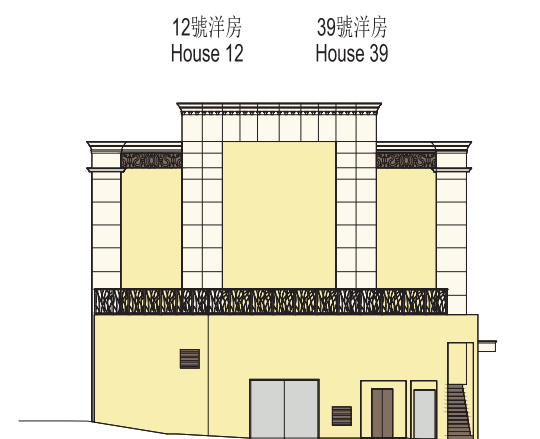
立面圖 14
ELEVATION 14

發展項目的認可人士已經證明該等立面：

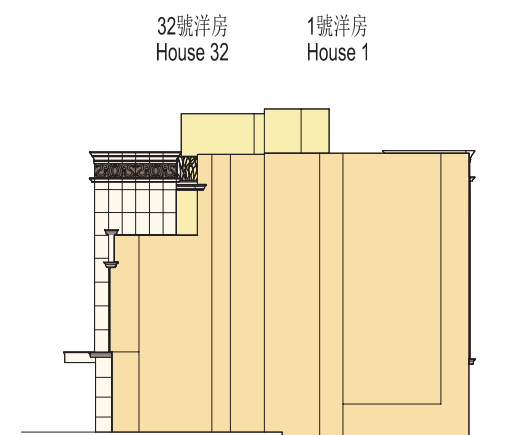
- (a) 以2015年3月23日、2015年5月11日及2015年7月22日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- (b) 大致上與發展項目的外觀一致。

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 23rd March 2015, 11th May 2015 and 22nd July 2015; and
- (b) are in general accordance with the outward appearance of the Development.



立面圖 15
ELEVATION 15



立面圖 16
ELEVATION 16

發展項目的認可人士已經證明該等立面：

- (a) 以2015年3月23日、2015年5月11日及2015年7月22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 23rd March 2015, 11th May 2015 and 22nd July 2015; and
- (b) are in general accordance with the outward appearance of the Development.

公用設施的類別 Category of common facilities	有蓋範圍 Covered Area		無上蓋範圍 Uncovered Area		總面積 Total Area	
	面積 (sq. m. 平方米)	面積 (sq. ft. 平方呎)	面積 (sq. m. 平方米)	面積 (sq. ft. 平方呎)	面積 (sq. m. 平方米)	面積 (sq. ft. 平方呎)
住客會所 (包括供住客使用的任何康樂設施) Residents' clubhouse (including any recreational facilities for residents' use)	298.038	3,208	不適用 Not applicable	不適用 Not applicable	298.038	3,208
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) 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	不適用 Not applicable	1,225.168	13,188	1,225.168	13,188
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) 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	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable

備註：以平方呎顯示之上述面積以1平方米 = 10.7639平方呎換算，並四捨五入至整數。
Note : The areas as specified above in square feet are converted at a rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer.

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：www.ozp.tpb.gov.hk
2. 指明住宅物業的每一已簽立的公契的文本存放在指明住宅物業的售樓處，以供閱覽。無須為閱覽付費。

1. The address of the website on which a copy of the outline zoning plan relating to the Development is available is: www.ozp.tpb.gov.hk.
2. A copy of every deed of mutual covenant in respect of the specified residential property that has been executed is available for inspection at the place at which the specified residential property is offered to be sold. The inspection is free of charge.

1. 外部裝修物料	
細項	描述
(a) 外牆	22號、23號、25號、26號、27號、28號、29號、30號及31號洋房外牆鋪砌天然石、瓷磚、噴漆、鋁質飾面、玻璃及金屬護柵，花園圍牆鋪砌均質磚。 其他洋房外牆鋪砌天然石、瓷磚、噴漆、鋁質飾面及金屬護柵，花園圍牆鋪砌均質磚。 所有洋房花園裝設金屬門配門鎖、門鉸及信箱。
(b) 窗	除了以下窗戶，所有窗戶選用鋁質窗框及安裝清玻璃： 1號、2號及3號洋房1樓洗手間窗戶選用鋁質窗框及安裝磨砂玻璃。
(c) 窗台	不適用
(d) 花槽	不適用
(e) 陽台或露台	不適用
(f) 乾衣設施	沒有
2. 室內裝修物料	
細項	描述
(a) 大堂	地台及牆壁鋪砌均質磚於見光處。天花位置裝設髹上乳膠漆的石膏板。
(b) 內牆及天花板	客廳、飯廳及睡房 (適用於所有洋房，8號及28號洋房除外) 牆壁及天花均批盪後髹上乳膠漆至見光處。部份天花位置裝設髹上乳膠漆的石膏板。 8號洋房 客廳牆壁鋪貼牆紙及天然石材。飯廳牆壁批盪後髹上乳膠漆及鋪砌天然石材及裝飾鏡。主人睡房、睡房1及2牆壁均鋪貼牆紙以及以捫布板作裝飾。睡房3牆壁鋪貼牆紙。 客廳、飯廳及睡房1、2及3天花批盪後髹上乳膠漆至見光處，部份天花裝設髹上乳膠漆的石膏板及木製燈槽。 主人睡房天花批盪後髹上乳膠漆至見光處，部份天花裝設髹上乳膠漆的石膏板及不銹鋼飾面木製燈槽。 28號洋房 牆壁及天花均批盪後髹上乳膠漆至見光處。部份天花位置裝設髹上乳膠漆的石膏板。部份客廳及飯廳牆壁鋪貼牆紙，及部份客廳位置裝設髹上乳膠漆的石膏板及木製燈槽。

(c) 內部地板	客廳及飯廳 (適用於所有洋房，8號洋房除外) 地台鋪砌均質磚、天然石及油漆木牆腳線。 8號洋房 客廳及飯廳 地台外露部份鋪砌天然石材及油漆木腳線。 睡房 (適用於所有洋房，8號洋房除外) 地台鋪砌均質磚及油漆木牆腳線。 8號洋房 睡房 主人睡房地台外露部份鋪砌木地板及不銹鋼飾面木腳線。 睡房1及2地台外露部份鋪砌木地板及油漆木腳線。 睡房3地台外露部份鋪砌均質磚及木飾面木腳線。
(d) 浴室	主人睡房之浴室 地台鋪砌天然石於見光處。 牆身鋪砌天然石、不銹鋼及鏡至假天花。 天花裝設鋁質假天花。 設置強化玻璃淋浴間隔。 浴室 地台鋪砌均質磚於見光處。 牆身鋪砌天然石、均質磚、不銹鋼及鏡至假天花。 天花裝置鋁質假天花。 洗手間 (地下) 地台鋪砌均質磚於見光處。 牆身鋪砌天然石、均質磚、不銹鋼及鏡至假天花。 天花裝設鋁質假天花。 洗手間 (1樓及2樓) 地台鋪砌均質磚於見光處。 牆身鋪砌瓷磚至假天花。 天花裝設鋁質假天花。
(e) 廚房	地台鋪砌天然石於見光處。 牆身鋪砌瓷磚及不銹鋼至假天花。 天花裝設鋁質天花，部份天花裝設髹上乳膠漆的石膏板。 灶台面選用天然石。
3. 室內裝置	
細項	描述
(a) 門	入口大門 (12號、15號、39號、42號、43號、45號及46號洋房除外) 實心木門配以膠板飾面，配門鎖及手柄及氣鼓。

(a) 門	通道門 (由客廳通往花園) 鋁質門框強化玻璃趟門，配門鎖及手柄。 睡房門 空心木門配以膠板飾面，配門鎖及手柄。 浴室門及洗手間門 (地下) 空心百葉木門配以膠板飾面，配門鎖及手柄。 廚房門 (往客飯廳) 實心木門配以膠板飾面，門身鑲有玻璃，並配以門鎖、氣鼓及手柄。 廚房門 (往花園) 鋁質門框強化玻璃門，配門鎖及手柄。 儲物房門 (1號、2號及3號洋房除外) 空心木門配以膠板飾面，配門鎖。 儲物房門 (1號、2號及3號洋房) 空心百葉木門配以膠板飾面，配門鎖。 儲物房門 (往廚房)(12號、15號、39號、42號、43號、45號及46號洋房) 空心趟門配以膠板飾面，配門鎖。 洗手間門 (1樓及2樓) 鋁質門配百葉、門鎖及手柄。
(b) 浴室	主人睡房之浴室 配置玻璃鏡燈箱及天花水晶燈，木製洗面盆櫃以膠板及鏡為飾面，配以天然石枱面。 配置搪瓷坐廁、搪瓷洗面盆配以鍍鉻金屬冷熱水龍頭、瓷釉鋼鐵浴缸(1800毫米長x800毫米闊x420毫米高)，配以鍍鉻金屬浴缸龍頭連淋浴花灑套裝、玻璃淋浴間設鍍鉻金屬淋浴柱。鍍鉻金屬毛巾架、毛巾環、廁紙架及掛衣鉤。 浴室設塑膠面煤氣熱水爐遙控器。 供水系統的類型及用料見下文「供水」一欄。 浴室 配置玻璃鏡燈箱，木製洗面盆櫃以膠板為飾面，配以天然石枱面。 配置搪瓷坐廁、搪瓷洗面盆配以鍍鉻金屬冷熱水龍頭、瓷釉鋼鐵浴缸(1800毫米長x800毫米闊x430毫米高)連金屬浴簾掛杆，配以鍍鉻金屬浴缸龍頭連淋浴花灑套裝。鍍鉻金屬毛巾架、毛巾環、廁紙架及掛衣鉤。 浴室設塑膠面煤氣熱水爐遙控器。 供水系統的類型及用料見下文「供水」一欄。 洗手間 (地下) 配置鏡，木製洗面盆櫃以膠板為飾面配以天然石枱面。

(b) 浴室	配置搪瓷坐廁、搪瓷洗面盆、鍍鉻金屬洗面盆冷熱水龍頭。鍍鉻金屬毛巾環、掛衣鉤及廁紙架。 供水系統的類型及用料見下文「供水」一欄。 洗手間 (1樓及2樓) 配置鏡、搪瓷坐廁、搪瓷洗面盆、鍍鉻金屬洗面盆冷熱水龍頭連手握淋浴花灑套裝、廁紙架及浴簾掛杆。 供水系統的類型及用料見下文「供水」一欄。
(c) 廚房	選用木製廚櫃配以膠板飾面及鋁板櫃腳線，門板分別以膠板及鋁框配以玻璃作為飾面。天然石枱面配以不銹鋼洗滌盤及鍍鉻金屬冷熱水龍頭。 供水系統的類型及用料見下文「供水」一欄。
(d) 睡房	沒有裝置 (適用於所有洋房，8號及28號洋房除外)。 8號洋房 主人睡房裝設嵌入式木製衣櫃、嵌入式木製電視櫃及嵌入式梳妝鏡。 睡房1及2均裝設嵌入式木製衣櫃。 睡房3裝設嵌入式木製層架。 28號洋房 主人睡房裝設嵌入式木製衣櫃。
(e) 電話	電話插座之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(f) 天線	電視／電台天線插座之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(g) 電力裝置	客廳、飯廳、睡房、儲物房、廚房、浴室及花園均裝有安全電插座。導管部份隱藏、部份外露。所有外露導管均隱藏於假天花、裝飾橫樑或廚櫃內。每戶均裝有包括漏電保護器的總電掣箱。有關電插座、接線電掣及空調機接駁點、抽氣扇開關掣之數目及位置，請參考「住宅單位機電裝置數量說明表」。
(h) 氣體供應	煤氣。氣體供應之系統及位置，請參考「住宅單位機電裝置數量說明表」。
(i) 洗衣機接駁點	洗衣機接駁點之位置及設計，請參考「住宅單位機電裝置數量說明表」。
(j) 供水	冷熱水喉管全部採用有膠層保護之銅喉。有熱水供應。浴室、洗手間及廚房之熱水由煤氣熱水爐供應。水管部份隱藏、部份外露。所有外露喉管均安裝於假天花、裝飾橫樑、廚櫃內或安裝在洗面盆之下。

4. 雜項	
細項	描述
(a) 升降機	“東芝”乘客升降機(型號：SPACEL-UNI (CV300C))到達地下至地庫。
(b) 信箱	信箱用料為金屬。
(c) 垃圾收集	發展項目設有垃圾收集處，由清潔工人收集垃圾。
(d) 水錶、電錶	每戶專用之獨立水錶及電錶裝設於電錶房及水錶房內。 所有洋房廚房內均預留位置安裝獨立煤氣錶。
5. 保安設施	發展項目設有車輛管控系統及閉路電視監察系統。設有八達通卡開啟主要入口大門。

賣方承諾，如發展項目中沒有安裝分別於第4(a)及6細項指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：不設4號、13號、14號、24號、34號及44號洋房。

6. 設備				洋房號數		
				1-3	5-11, 16-38, 40, 41, 47	12, 15, 39, 42, 43, 45, 46
	項目	品牌名稱	產品型號			
	冷氣機	開利	室內機 (42LFCR12)	✓	0	0
			室外機 (38LFCR12)			
			室內機 (42LFCR18)	✓	✓	✓
			室外機 (38LFCR18)			
			室內機 (42LFCR22)	✓	✓	✓
			室外機 (38LFCR22)			
			室內機 (42SMC024)	✓	✓	✓
			室外機 (38FS024)			
			室內機 (42LFCMR12)	0	✓	✓
			室外機 (38LFCMR24)			
	抽氣扇	伊馬司	MBF150K	✓	✓	✓
			HAE13-15B2	✓	✓	✓
			MBF150A	✓	0	0
			MBF150B	✓	✓	✓
	雪櫃	Bauknecht	KSN1183IL	✓	✓	✓
	抽油煙機		APT900	✓	✓	✓
	電焗爐		BLVES8100PT	✓	✓	✓
	煤氣煮食爐	Baumatic	BWK1.1 BL-HK	✓	✓	✓
			BG2.1 BL-HK	✓	✓	✓
	電煮食爐		BHI300	✓	✓	✓
	微波爐		BMM204SS	✓	✓	✓
	洗衣/乾衣機		BWDI1216	✓	✓	✓
	酒櫃		BWC602SS	✓	✓	✓
	煤氣熱水爐	TGC	TRJW221TFQL	✓	✓	✓

賣方承諾，如發展項目中沒有安裝分別於第4(a)及6細項指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

備註：不設4號、13號、14號、24號、34號及44號洋房。

1. Exterior finishes	
Item	Description
(a) External wall	Houses 22, 23, 25, 26, 27, 28, 29, 30 and 31 finished with natural stone, ceramic tiles, external paint, aluminium claddings, glass and metal protective barrier. Garden finished with porcelain tiles. All other houses finished with natural stone, ceramic tiles, external paint, aluminium claddings and metal protective barrier. Garden finished with porcelain tiles. All houses garden provided with metal gate fitted with door lock, door hinges and mail box.
(b) Window	All windows are fitted with aluminium window frames and glazed with clear glass except for the following windows: Windows at House 1, House 2 and House 3 1/F Lavatory are fitted with aluminium window frames and glazed with sand-blasted glass.
(c) Bay window	Not applicable.
(d) Planter	Not applicable.
(e) Verandah or Balcony	Not applicable.
(f) Drying facilities for clothing	Nil.
2. Interior finishes	
Item	Description
(a) Lobby	Floors and walls are finished with homogeneous tiles to exposed surfaces. Gypsum board false ceiling with emulsion paint finish is provided.
(b) Internal wall and ceiling	Living Room, Dining Room and Bedrooms (for all houses except House 8 and House 28) Walls and ceilings are plastered and painted with emulsion paint to exposed surfaces. Ceilings are partially finished with gypsum boards with emulsion paint. House 8 Walls of Living Room are finished with wallpaper and natural stone. Walls of Dining Room are plastered and finished with emulsion paint and natural stone and decorative mirror. Walls of Master Bedroom, Bedroom 1 and Bedroom 2 are finished with wallpaper and fabric padded panel. Walls of Bedroom 3 are finished with wallpaper. Ceilings of Living Room, Dining Room, Bedroom 1, Bedroom 2 and Bedroom 3 are plastered and painted with emulsion paint to

(b) Internal wall and ceiling	exposed surfaces. Ceilings are partially finished with gypsum boards and fitted with wooden light trough in emulsion paint finish. Ceiling of Master Bedroom is plastered and painted with emulsion paint to exposed surfaces. Ceiling is partially finished with gypsum boards and fitted with wooden light trough decorated with stainless steel plate. House 28 Walls and ceilings are plastered and painted with emulsion paint to exposed surfaces. Ceilings are partially finished with gypsum boards with emulsion paint. Walls of Living Room and Dining Room are partially finished with wallpaper and ceilings of Living Room are partially finished with gypsum boards and fitted with wooden light trough in emulsion paint finish.
(c) Internal floor	Living Room and Dining Room (for all houses except House 8) Floors are finished with homogeneous tiles and natural stone with paint finished timber skirting. House 8 Living Room and Dining Room Exposed floor surface is finished with natural stone with paint finished timber skirting. Bedrooms (for all houses except House 8) Floor is finished with homogeneous tiles with paint finished timber skirting. House 8 Bedrooms Exposed floor surface of Master Bedroom is finished with timber flooring with stainless steel finished timber skirting. Floors of Bedroom 1 and Bedroom 2 are finished with timber flooring with paint finished timber skirting. Floor of Bedroom 3 is finished with homogeneous tiles with wood veneer finished timber skirting.
(d) Bathroom	Bathroom in Master Bedroom Floor is finished with natural stone to exposed surface. Walls are finished with natural stone, stainless steel and mirror up to false ceiling. Aluminium false ceiling is provided. Tempered glass partition is provided for shower. Bathroom Floor is finished with homogeneous tiles to exposed surface. Walls are finished with natural stone, homogeneous tiles, stainless steel and mirror up to false ceiling. Aluminium false ceiling is provided.

(d) Bathroom	Lavatory (G/F) Floor is finished with homogenous tiles to exposed surface. Walls are finished with natural stone, homogeneous tiles, stainless steel and mirror up to false ceiling. Aluminium false ceiling is provided. Lavatory (1/F and 2/F) Floor is finished with homogenous tiles to exposed surface. Walls are finished with ceramic tiles up to false ceiling. Aluminium false ceiling is provided.
(e) Kitchen	Floor is finished with natural stone to exposed surface. Walls are finished with ceramic tiles and stainless steel up to false ceiling. Aluminium ceiling is provided. Partially fitted with gypsum board ceiling with emulsion paint finish. Cooking bench is finished with natural stone.
3. Interior fittings	
Item	Description
(a) Doors	Entrance Door (except Houses 12, 15, 39, 42, 43, 45 and 46) Solid core timber door finished with plastic laminate, fitted with lock and handle and door closer. Passage Door connecting from Living Room to Garden Aluminium framed tempered glass sliding door, fitted with lock and handle. Bedroom Door Hollow core timber door finished with plastic laminate, fitted with lock and handle. Bathroom Door and Lavatory Door (G/F) Hollow core timber louvre door finished with plastic laminate, fitted with lock and handle. Kitchen Door connecting to Living/Dining Room Solid core timber door finished with plastic laminate, fitted with glass vision panel, door lock, closer and handle. Kitchen Door connecting to Garden Aluminium framed tempered glass door, fitted with lock and handle. Store Room Door (Except Houses 1, 2 and 3) Hollow core timber door finished with plastic laminate, fitted with lock. Store Room Door (Houses 1, 2 and 3) Hollow core louvre timber door finished with plastic laminate, fitted with louvre and lock.

(a) Doors	<p>Store Room Door connecting to Kitchen (Houses 12, 15, 39, 42, 43, 45 and 46) Hollow core timber sliding door finished with plastic laminate, fitted with lock.</p> <p>Lavatory Door (1/F and 2/F) Aluminium door fitted with louvre, lock and door handle.</p>
(b) Bathroom	<p>Bathroom in Master Bedroom Fitted with glass illuminated mirror cabinet and ceiling crystal light fixture. Wooden basin cabinet in plastic laminate and mirror finished with natural stone countertop.</p> <p>Fittings and equipment include vitreous china flushing water closet, vitreous china wash basin equipped with chrome plated metal hot and cold water mixer, enamel steel bathtub (1800mm L x 800mm W x 420mm H) with chrome plated metal bath mixer and shower set, glass shower cubicle equipped with chrome plated metal shower column. Chrome plated metal towel rack, towel ring, paper holder and robe hook.</p> <p>Plastic finished remote controller for gas water heater is provided.</p> <p>See “Water Supply” below for type and material of water supply system.</p> <p>Bathroom Fitted with glass illuminated mirror cabinet. Wooden basin cabinet in plastic laminate finished with natural stone countertop.</p> <p>Fittings and equipment include vitreous china flushing water closet, vitreous china wash basin equipped with chrome plated metal hot and cold basin mixer, enamel steel bathtub (1800mm L x 800mm W x 430mm H) with metal shower curtain rail, completed with chrome plated metal bath mixer and shower set. Chrome plated metal towel rack, towel ring, paper holder and robe hook.</p> <p>Plastic finished remote controller for gas water heater is provided.</p> <p>See “Water Supply” below for type and material of water supply system.</p> <p>Lavatory (G/F) Fitted with mirror, wooden vanity cabinet in plastic laminate finished with natural stone countertop.</p> <p>Fittings and equipment include vitreous china flushing water closet, vitreous china wash basin, chrome plated metal hot and cold water basin mixer. Chrome plated metal towel ring, robe hook and paper holder.</p> <p>See “Water Supply” below for type and material of water supply system.</p>

(b) Bathroom	<p>Lavatory (1/F and 2/F) Fitted with mirror, vitreous china flushing water closet, vitreous china wash basin with chrome plated metal hot and cold water basin mixer equipped with handheld shower set, chrome plated paper holder and metal shower curtain rail.</p> <p>See “Water Supply” below for type and material of water supply system.</p>
(c) Kitchen	<p>Wooden kitchen cabinet with plastic laminate finish and aluminium skirting. Completed with plastic laminate finished door panels and aluminium framed glass door panels. Countertop finished with natural stone and equipped with stainless steel sink, chrome plated metal hot and cold water mixer.</p> <p>See “Water Supply” below for type and material of water supply system.</p>
(d) Bedroom	<p>No fittings (for all houses except House 8 and House 28).</p> <p>House 8 Master Bedroom is installed with built-in wood wardrobe, wood TV cabinet and dressing mirror. Bedroom 1 and Bedroom 2 are installed with built-in wood wardrobe.</p> <p>Bedroom 3 is installed with built-in wood shelves.</p> <p>House 28 Master Bedroom is installed with built-in wood wardrobe.</p>
(e) Telephone	<p>For the number and the location of telephone outlet points, please refer to the “Schedule of Electrical & Mechanical Provisions for Residential Units”.</p>
(f) Aerials	<p>For the number and the location of TV/FM outlet point, please refer to the “Schedule of Electrical & Mechanical Provisions for Residential Units”.</p>
(g) Electrical installations	<p>General-use socket outlets are provided in all living rooms, dining rooms, bedrooms, store rooms, kitchens, bathrooms and gardens. Conduits are concealed in part and exposed in part. All exposed conduits are enclosed in false ceilings, bulkheads or kitchen cabinets. MCB board completed with Residual Current Protection is provided for each House. For the number and the location of socket outlets, fused connection units, air-conditioner points and switches for exhaust air fans, please refer to the “Schedule of Electrical & Mechanical Provisions for Residential Units ”.</p>
(h) Gas supply	<p>Town Gas. Please refer to the “Schedule of Electrical & Mechanical Provisions for Residential Units” for the system and location of gas supply.</p>

(i) Washing machine connection point	Please refer to the “Schedule of Electrical & Mechanical Provisions for Residential Units” for the location and design of the washing machine connection points.
(j) Water supply	PVC-coated copper pipes are provided for both hot and cold water. Hot water is available. Hot water supply to bathroom, lavatory and kitchen is provided by gas water heater. Water pipes are concealed in part and exposed in part. All exposed pipeworks are enclosed in false ceilings, bulkhead or kitchen cabinets or installed below wash basins.
4. Miscellaneous	
Item	Description
(a) Lifts	“Toshiba” passenger lift (model no.: SPACEL-UNI (CV300C)) is provided for serving G/F to Basement.
(b) Letter box	The material of the letter box is metal.
(c) Refuse collection	There are refuse collection points within the Development for collection of refuse by cleaners.
(d) Water meter, electricity meter and gas meter	Separate meters for potable water and electricity are provided at public meter rooms / water meter cabinets. Space for town gas meter is provided in the kitchen of each House.
5. Security facilities	
	Vehicular control system and CCTV system are installed at the Development. Octopus card access control for main entrances.

The Vendor hereby undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 are not installed in the Development, lifts or appliances of comparable quality will be installed.

Remark: Houses 4, 13, 14, 24, 34 and 44 are omitted.

6. Appliances				Houses		
				1-3	5-11, 16-38, 40, 41, 47	12, 15, 39, 42, 43, 45, 46
	Item	Brand Name	Model Number			
	Air-conditioner	Carrier	Indoor unit (42LFCR12)	✓	0	0
			Outdoor unit (38LFCR12)			
			Indoor unit (42LFCR18)	✓	✓	✓
			Outdoor unit (38LFCR18)			
			Indoor unit (42LFCR22)	✓	✓	✓
			Outdoor unit (38LFCR22)			
			Indoor unit (42SMC024)	✓	✓	✓
			Outdoor unit (38FS024)			
			Indoor unit (42LFCMR12)	0	✓	✓
			Outdoor unit (38LFCMR24)			
	Exhaust Fan	Imasu	MBF150K	✓	✓	✓
			HAE13-15B2	✓	✓	✓
			MBF150A	✓	0	0
			MBF150B	✓	✓	✓
	Refrigerator	Bauknecht	KSN1183IL	✓	✓	✓
	Cooker Hood		APT900	✓	✓	✓
	Electric Oven		BLVES8100PT	✓	✓	✓
	Gas Hob	Baumatic	BWK1.1 BL-HK	✓	✓	✓
			BG2.1 BL-HK	✓	✓	✓
	Induction Hob		BHI300	✓	✓	✓
	Microwave Oven		BMM204SS	✓	✓	✓
	Washer / Dryer		BWDI1216	✓	✓	✓
	Wine Cellar		BWC602SS	✓	✓	✓
	Gas Water Heater	TGC	TRJW221TFQL	✓	✓	✓

The Vendor hereby undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 are not installed in the Development, lifts or appliances of comparable quality will be installed.

Remark: Houses 4, 13, 14, 24, 34 and 44 are omitted.

住宅單位機電裝置數量說明表 SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS FOR RESIDENTIAL UNITS

樓層 Floor		地下 G/F					1樓 1/F				2樓 2/F			天台 Roof	
洋房號數 House		1-3	5-7, 9-11, 16-27, 29-38, 40, 41, 47	8	28	12, 15, 39, 42, 43, 45, 46	1-3	5-7, 9-27, 29-47	8	28	1-3	5-7, 9-47	8	1-3	5-47
大門入口 Main Entrance	門鈴按鈕 Door Bell Push Button	1	1	1	1	1	-	-	-	-	-	-	-	-	-
客廳、飯廳 Living Room, Dining Room	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	2	2	2	2	2	-	-	-	-	-	-	-	-	-
	13A雙位電插座 13A Twin Socket Outlet	3	3	3	3	3	-	-	-	-	-	-	-	-	-
	電視/電台天線插座 TV/FM Outlet	2	2	2	2	2	-	-	-	-	-	-	-	-	-
	電話插座 Telephone Outlet	2	2	2	2	2	-	-	-	-	-	-	-	-	-
	抽氣扇開關掣 Switch for Exhaust Fan	2	2	2	2	2	-	-	-	-	-	-	-	-	-
	燈位 Lighting Point	2	2	6	6	2	-	-	-	-	-	-	-	-	-
	燈掣 Lighting Switch	6	6	8	6	6	-	-	-	-	-	-	-	-	-
廚房 Kitchen	煮食爐煤氣接駁點 Town Gas Connection Point for Gas Hob	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	洗衣機來水位 Washing Machine Inlet	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	洗衣機去水位 Washing Machine Outlet	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	抽氣扇 Exhaust Fan	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	插座裝有熔斷器接線電掣 Fused Connection Unit for Socket Outlet	4	4	4	4	4	-	-	-	-	-	-	-	-	-
	燈裝有熔斷器接線電掣 Fused Connection Unit for Lighting	5	5	5	5	5	-	-	-	-	-	-	-	-	-
	風扇裝有熔斷器接線電掣 Fused Connection Unit for Fan	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	抽油煙機裝有熔斷器接線電掣 Fused Connection Unit for Cooking Hood	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	接線電掣 Connection Unit	2	2	2	2	2	-	-	-	-	-	-	-	-	-
	13A單位電插座 13A Single Socket Outlet	4	4	4	4	4	-	-	-	-	-	-	-	-	-
	燈位 Lighting Point	3	3	3	3	3	-	-	-	-	-	-	-	-	-
	門鈴 Door Bell	1	1	1	1	1	-	-	-	-	-	-	-	-	-
花園 Garden	13A單位電插座 13A Single Socket Outlet	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	移動感應器 Motion Sensor	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	花園燈位 Garden Lighting Point	2	2	2	2	2	-	-	-	-	-	-	-	-	-
	燈掣 Lighting Switch	1	1	1	1	1	-	-	-	-	-	-	-	-	-
樓梯 Stair	燈位 Lighting Point	1	1	2	1	1	3	4	4	4	4	4	4	3	2
	燈掣 Lighting Switch	1	1	1	1	1	1	1	2	2	2	6	6	2	2
	抽氣扇開關掣 Switch for Exhaust Fan	0	0	0	0	0	0	0	0	0	0	2	2	0	0
	門鈴 Door Bell	0	0	0	0	0	1	1	1	1	1	1	1	0	0
睡房2 Bedroom 2	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	-	-	-	-	-	1	-	-	-	-	1	1	-	-
	13A雙位電插座 13A Twin Socket Outlet	-	-	-	-	-	2	-	-	-	-	2	2	-	-
	電話插座 Telephone Outlet	-	-	-	-	-	1	-	-	-	-	1	1	-	-

備註：不設4號、13號、14號、24號、34號及44號洋房。 Remark: Houses 4, 13, 14, 24, 34 and 44 are omitted.

住宅單位機電裝置數量說明表 SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS FOR RESIDENTIAL UNITS

樓層 Floor		地下 G/F					1樓 1/F				2樓 2/F			天台 Roof	
洋房號數 House		1-3	5-7, 9-11, 16-27, 29-38, 40, 41, 47	8	28	12, 15, 39, 42, 43, 45, 46	1-3	5-7, 9-27, 29-47	8	28	1-3	5-7, 9-47	8	1-3	5-47
睡房2 Bedroom 2	電視/電台天線插座 TV/FM Outlet	-	-	-	-	-	1	-	-	-	-	1	1	-	-
	燈位 Lighting Point	-	-	-	-	-	1	-	-	-	-	1	3	-	-
	燈掣 Lighting Switch	-	-	-	-	-	1	-	-	-	-	1	3	-	-
睡房1 Bedroom 1	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	-	-	-	-	-	1	1	1	1	-	-	-	-	-
	13A雙位電插座 13A Twin Socket Outlet	-	-	-	-	-	2	2	3	3	-	-	-	-	-
	電話插座 Telephone Outlet	-	-	-	-	-	1	1	1	1	-	-	-	-	-
	電視/電台天線插座 TV/FM Outlet	-	-	-	-	-	1	1	1	1	-	-	-	-	-
	抽氣扇開關掣 Switch for Exhaust Fan	-	-	-	-	-	0	1	1	1	-	-	-	-	-
	燈位 Lighting Point	-	-	-	-	-	1	2	5	2	-	-	-	-	-
	燈掣 Lighting Switch	-	-	-	-	-	1	2	3	1	-	-	-	-	-
儲物房 Store Room	總電掣箱 Miniature Circuit Breaker Board	-	-	-	-	0	1	-	-	-	-	1	1	-	-
	燈位 Lighting Point	-	-	-	-	1	1	-	-	-	-	1	1	-	-
	燈掣 Lighting Switch	-	-	-	-	1	1	-	-	-	-	1	1	-	-
	抽氣扇裝有熔斷器接線電掣 Fused Connection Unit for Exhaust Fan	-	-	-	-	1	0	-	-	-	-	0	0	-	-
	抽氣扇開關掣 Switch for Exhaust Fan	-	-	-	-	1	1	-	-	-	-	0	0	-	-
	裝有熔斷器接線電掣 Fused Connection Unit	-	-	-	-	0	1	-	-	-	-	1	1	-	-
	13A雙位電插座 13A Twin Socket Outlet	-	-	-	-	0	1	-	-	-	-	0	0	-	-
	13A單位電插座 13A Single Socket Outlet	-	-	-	-	1	0	-	-	-	-	1	2	-	-
洗手間 Lavatory	燈位 Lighting Point	2	2	2	2	2	1	-	-	-	-	1	1	-	-
	食水總掣 Main Water Supply Valve	1	1	1	1	1	-	-	-	-	-	-	-	-	-
	抽氣扇裝有熔斷器接線電掣 Fused Connection Unit for Exhaust Fan	1	1	1	1	1	1	-	-	-	-	1	1	-	-
	13A單位電插座 13A Single Socket Outlet	1	1	1	1	1	0	-	-	-	-	0	0	-	-
浴室 Bathroom	煤氣熱水爐溫度控制 Town Gas Water Heater Remote Controller	-	-	-	-	-	1	1	1	1	1	1	1	-	-
	抽氣扇裝有熔斷器接線電掣 Fused Connection Unit for Exhaust Fan	-	-	-	-	-	1	2	2	2	1	1	1	-	-
	裝有熔斷器接線電掣 Fused Connection Unit	-	-	-	-	-	1	1	1	1	1	1	1	-	-
	13A單位電插座 13A Single Socket Outlet	-	-	-	-	-	1	1	1	1	1	1	1	-	-
	燈位 Lighting Point	-	-	-	-	-	4	4	4	4	4	4	4	-	-
家庭廳及走廊 Family Room and Corridor	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	-	-	-	-	-	1	-	-	-	-	-	-	-	-
	13A雙位電插座 13A Twin Socket Outlet	-	-	-	-	-	2	-	-	-	-	-	-	-	-
	電話插座 Telephone Outlet	-	-	-	-	-	1	-	-	-	-	-	-	-	-
	電視/電台天線插座 TV/FM Outlet	-	-	-	-	-	1	-	-	-	-	-	-	-	-

備註：不設4號、13號、14號、24號、34號及44號洋房。 Remark: Houses 4, 13, 14, 24, 34 and 44 are omitted.

住宅單位機電裝置數量說明表 SCHEDULE OF ELECTRICAL & MECHANICAL PROVISIONS FOR RESIDENTIAL UNITS

樓層 Floor		地下 G/F					1樓 1/F				2樓 2/F			天台 Roof	
洋房號數 House		1-3	5-7, 9-11, 16-27, 29-38, 40, 41, 47	8	28	12, 15, 39, 42, 43, 45, 46	1-3	5-7, 9-27, 29-47	8	28	1-3	5-7, 9-47	8	1-3	5-47
家庭廳及走廊 Family Room and Corridor	抽氣扇開關掣 Switch for Exhaust Fan	-	-	-	-	-	1	-	-	-	-	-	-	-	-
	燈位 Lighting Point	-	-	-	-	-	2	-	-	-	-	-	-	-	-
	燈掣 Lighting Switch	-	-	-	-	-	3	-	-	-	-	-	-	-	-
主人睡房 Master Bedroom	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	13A雙位電插座 13A Twin Socket Outlet	-	-	-	-	-	-	2	3	3	2	-	-	-	-
	電話插座 Telephone Outlet	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	電視/電台天線插座 TV/FM Outlet	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	抽氣扇開關掣 Switch for Exhaust Fan	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	燈位 Lighting Point	-	-	-	-	-	-	2	6	2	2	-	-	-	-
	燈掣 Lighting Switch	-	-	-	-	-	-	2	4	2	2	-	-	-	-
睡房3 Bedroom 3	空調機室內機接駁點 Air-conditioner point for A/C Indoor Unit	-	-	-	-	-	-	-	-	-	1	1	1	-	-
	13A雙位電插座 13A Twin Socket Outlet	-	-	-	-	-	-	-	-	-	2	2	2	-	-
	電話插座 Telephone Outlet	-	-	-	-	-	-	-	-	-	1	1	1	-	-
	電視/電台天線插座 TV/FM Outlet	-	-	-	-	-	-	-	-	-	1	1	1	-	-
	抽氣扇開關掣 Switch for Exhaust Fan	-	-	-	-	-	-	-	-	-	1	0	0	-	-
	燈位 Lighting Point	-	-	-	-	-	-	-	-	-	2	1	3	-	-
	燈掣 Lighting Switch	-	-	-	-	-	-	-	-	-	1	1	3	-	-
主人睡房之浴室 Bathroom in Master Bedroom	煤氣熱水爐溫度控制 Town Gas Water Heater Remote Controller	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	抽氣扇裝有熔斷器接線電掣 Fused Connection Unit for Exhaust Fan	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	裝有熔斷器接線電掣 Fused Connection Unit	-	-	-	-	-	-	2	2	2	2	-	-	-	-
	13A單位電插座 13A Single Socket Outlet	-	-	-	-	-	-	1	1	1	1	-	-	-	-
	燈位 Lighting Point	-	-	-	-	-	-	5	5	5	5	-	-	-	-
天台 Roof	煤氣熱水爐 Town Gas Water Heater	-	-	-	-	-	-	-	-	-	-	0	0	2	2
	熱水爐煤氣接駁點 Town Gas Connection Point for Water Heater	-	-	-	-	-	-	-	-	-	-	0	0	2	2
	預留煤氣接駁點 Town Gas Connection Point for Future Use	-	-	-	-	-	-	-	-	-	-	0	0	1	1
	裝有熔斷器接線電掣 Fused Connection Unit	-	-	-	-	-	-	-	-	-	-	0	0	2	2
	13A單位電插座 13A Single Socket Outlet	-	-	-	-	-	-	-	-	-	-	1	1	1	1
	燈位 Lighting Point	-	-	-	-	-	-	-	-	-	-	5	5	7	7
	空調機室外機 Air-conditioner Outdoor Unit	-	-	-	-	-	-	-	-	-	-	0	0	7	5
	空調機室外機接駁點 Air-conditioner point for Outdoor Unit	-	-	-	-	-	-	-	-	-	-	0	0	7	5

備註：不設4號、13號、14號、24號、34號及44號洋房。 Remark: Houses 4, 13, 14, 24, 34 and 44 are omitted.

食水及沖廁水由水務署供應。
電力由中華電力有限公司供應。
煤氣由香港中華煤氣有限公司供應。

Potable and flushing water is supplied by Water Supplies Department.
Electricity is supplied by CLP Power Hong Kong Limited.
Towngas is supplied by The Hong Kong and China Gas Company Limited.

地稅 Government rent

擁有人有法律責任繳付該住宅物業直至並包括該住宅物業買賣完成日(即該物業轉讓契日期)之地稅。

The owner is liable for the Government rent payable for the residential property up to and including the date of completion of the sale and purchase of that residential property (i.e. the date of the assignment of that property).

買方的雜項付款 Miscellaneous payments by purchaser

在向買方交付住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金；
在交付時，買方不須向擁有人支付清理廢料的費用。

註：在交付時，買方須根據公契向管理人(而非擁有人)支付清理廢料的費用，而如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

On the delivery of the vacant possession of a residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water, electricity and gas;
On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

Remark: On that delivery, the purchaser is liable to pay a debris removal fee to the manager (not the owner) under the deed of mutual covenant, and where the owner has paid that debris removal fee, the purchaser shall reimburse the owner for the same.

欠妥之處的保養責任期 Defect liability warranty period

凡物業或於買賣合約列出裝設於物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the Property, or the fittings, finishes or appliances incorporated into the Property as set out in the agreement for sale and purchase, caused otherwise than by the act or neglect of the Purchaser.

斜坡維修 Maintenance of slopes

不適用。

Not applicable.

修訂 Modification

發展項目現時並沒有向政府提出申請修訂批地文件。

No existing application to the Government for a modification of the land grant for the Development.

部分於批地文件特別條件第(41)(a)條中提及並在批地文件附錄的圖則上用粉紅黑色斜線顯示的區域(「粉紅黑色斜線區域」)將構成發展項目下列洋房之花園、庭院或花園及庭院的一部分(視乎情況而定):-

1號洋房、2號洋房、3號洋房、5號洋房、6號洋房、7號洋房、8號洋房、9號洋房、10號洋房、11號洋房、12號洋房、15號洋房、16號洋房、17號洋房、18號洋房、19號洋房、20號洋房、21號洋房、22號洋房、23號洋房、25號洋房、26號洋房、27號洋房、28號洋房、29號洋房、30號洋房及31號洋房。

除獲得地政總署署長的預先書面同意之外，凡上述任何洋房之買方不能在構成其洋房部分之粉紅黑色斜線區域上面、以上、下面、上方，下方或之內搭建或興建或放置任何建築物或構築物或任何建築物或構築物之支撐，惟邊界牆或圍欄或兩者除外。

再者，在發展項目公契條文的規限下及按照發展項目公契條文，構成發展項目內洋房部分的花園或庭院內不得搭建或興建任何建築物或構築物。

Portions of the area referred to in Special Condition No.(41)(a) of the Land Grant as shown coloured pink hatched black on the plan annexed thereto (“Pink Hatched Black Area”) shall form part of garden, yard, or garden and yard (as the case may be) of the following Houses in the Development:-

House 1, House 2, House 3, House 5, House 6, House 7, House 8, House 9, House 10, House 11, House 12, House 15, House 16, House 17, House 18, House 19, House 20, House 21, House 22, House 23, House 25, House 26, House 27, House 28, House 29, House 30 and House 31.

Except with the prior written consent of the Director of Lands, the purchaser of any House abovementioned shall not erect or construct or place on, over, under, above, below or within the Pink Hatched Black Area forming part of his House any building or structure or support for any building or structure except boundary walls or fences or both.

In addition, no building or structure shall be erected or constructed in the garden or yard which forms part of a House in the Development subject to and in accordance with the provisions in the deed of mutual covenant of the Development.

發展項目之互聯網網站 Website of the development

賣方為施行《一手住宅物業銷售條例》第2部而就發展項目指定的互聯網網站的網址：www.lamansion.hk

The address of the website designated by the vendor for the Development for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance: www.lamansion.hk

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獲寬免總樓面面積的設施分項 Breakdown of Gross Floor Area (GFA) Concessions Obtained for All Features

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有(＃)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出有關發展項目的佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Building Authority (BA) prior to the printing of the sales brochure is tabulated below. Information marked (＃) may be based on information provided by the authorized person if the sales brochure is printed prior to submission of the final amendment plans to the BA. The breakdown

of GFA concessions may be subject to further changes until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the Development.

		面積 (平方米) Area (m²)
根據《建築物(規劃)規例》第23(3)(b)條不計算的總樓面面積 Disregarded GFA under Building (Planning) Regulations 23(3)(b)		
1.	停車場及上落客貨地方(公共交通總站除外) Carparks and loading / unloading areas excluding public transport terminus	1,368.520
2.	機房及相類設施 Plant rooms and similar services	
2.1	受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或相關規例限制的機房及類似設施(如空調機房、電訊及廣播設備室、垃圾及物料回收房等)的面積 Area of plant rooms and similar services which are limited by respective PNAPs or regulations such as A/C plant room, TBE room, refuse storage and material recovery chamber, etc.	20.757
2.2	不受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或相關規例限制的機房及類似設施(如變壓器房、電掣房、泵房等)的面積 Area of plant rooms and similar services which are NOT limited by any PNAPs or regulations such as transformer room, switch room, pump room, etc	776.415
2.3	非強制性/非必要機房，例如空調機房、風櫃房等 Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	不適用Not applicable
根據《聯合作業備考》第1號和第2號提供的環保設施 Green Features under Joint Practices Notes 1 and 2		
3.	露台 Balcony	不適用Not applicable
4.	加闊的公用走廊及升降機大堂 Wider common corridor and lift lobby	
5.	公用空中花園 Communal sky garden	
6.	公用平台花園 Communal podium garden	
7.	隔聲鰭 Acoustic fin	
8.	遮陽篷及反光罩 Sunshade and reflector	
9.	翼牆、捕風器及風斗 Wing wall, wind catcher and funnel	
10.	非結構預製外牆 Non-structural prefabricated external wall	189.017
11.	工作平台 Utility platform	不適用Not applicable
12.	設有郵箱的郵件派遞室 Mail delivery room with mail boxes	
13.	隔音屏障 Noise barrier	

		面積 (平方米) Area (m²)
適意設施 Amenity Features		
14.	供保安人員和管理處員工使用的辦公室 Office Accommodation for watchmen/caretaker’s office	4.960
15.	康樂設施 Recreational facilities	298.038
16.	小型後勤設施用房 Miniature logistic service room	不適用Not applicable
17.	有上蓋的園景區及遊樂用地 Covered landscaped and play areas	
18.	橫向屏障/有蓋人行道 Horizontal screens / covered walkways	
19.	尊貴入口 Prestige entrance	
20.	在商業及工作樓宇內的郵件室 Mail room in commercial and industrial buildings	
21.	業主立案法團辦公室 Owner’s corporation office	19.362
22.	灌溉系統水泵房 Irrigation water pump room	15.520
其他獲豁免的項目 Other Exempted Items		
23.	機房所需的管槽、氣槽 Pipe duct, air duct for plant room	不適用Not applicable
24.	空間 Void	
25.	庇護層 Refuge floor	
26.	游泳池的濾水器機房 Swimming pool filtration plant room	
27.	公眾通道 Public passage	
28.	公共交通總站 Public transport terminus (PTT)	
29.	擴大升降機井道 Large lift shaft	
30.	共用構築物及樓梯 Party structures and common staircases	
額外總樓面面積 Bonus GFA		
31.	額外總樓面面積 Bonus GFA	不適用Not applicable

註： 上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

Note : The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

發展項目的公用部分的預計能量表現或消耗 Estimated Energy Performance or Consumption for the Common Parts of the Development

於印製售樓說明書前呈交予建築事務監督發展項目的公用部份的預計能量表現或消耗的最近期資料：

Latest information on the estimated energy performance or consumption for the common parts of the development as submitted to the Building Authority prior to the printing of the sales brochures:

第I部分 Part I	
提供中央空調	否
Provision of Central Air Conditioning	NO
提供具能源效益的設施	是
Provision of Energy Efficient Features	YES
已安裝的具能源效益的設施	1. 已安裝高效率的單一空調機提供空調。 2. 已安裝節能燈(T5螢光燈管和緊湊型螢光燈)，以減少照明能源使用。 3. 已安裝節能電梯(變壓變頻(VVVF)驅動牽引電梯)，以減少垂直運輸能源消耗。
Energy Efficient Features Installed	1. Installed high efficient Unitary Air Conditioner. 2. Installed energy saving lighting (T5 fluorescent tube and compact fluorescent lamp) to reduce the energy used in lighting. 3. Installed energy saving lift (Variable Voltage Variable Frequency (VVVF) drive traction lift to reduce the energy used in vertical transport.

第II部分：已竣工樓宇預計每年能源消耗量(註腳1) Part II : The predicted annual energy use of the proposed building (Note 1)					
位置 Location	使用有關裝置的內部樓面面積(平方米) Internal Floor Area Served (m²)	基線樓宇(註腳2)每年能源消耗量 Annual Energy Use of Baseline Building (Note 2)		擬興建樓宇每年能源消耗量電力 Annual Energy Use of Proposed Building	
		電力 千瓦小時/平方米/年 Electricity kWh/ m2/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas / LPG unit/ m2/annum	電力 千瓦小時/平方米/年 Electricity kWh/ m2/annum	煤氣/石油氣 用量單位/平方米/年 Town Gas / LPG unit/ m2/annum
有使用中央屋宇裝備裝置(註腳3)的部分 Area served by central building services installation (Note 3)	3,247.27	65.13	不適用 N/A	39.56	不適用 N/A

第III部分：以下裝置乃按機電工程署公布的相關實務守則設計 Part III : The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)			
裝置類型 Type of Installations	是 YES	否 NO	不適用 N/A
照明裝置 Lighting Installations	✓		
空調裝置 Air Conditioning Installations	✓		
電力裝置 Electrical Installations	✓		
升降機及自動梯的裝置 Lift & Escalator Installations	✓		
以總能源為本的方法 Performance-based Approach	✓		

註腳：

- 一般而言，一棟樓宇的預計“每年能源消耗量”愈低，其節約能源的效益愈高。如一棟樓宇預計的“每年能源消耗量”低於該樓宇的“基線樓宇每年能源消耗量”，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。
預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算]，指將發展項目的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中：-
(a) “每年能源消耗量”與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的「年能源消耗」具有相同涵義；及
(b) 樓宇、空間或單位的“內部樓面面積”，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。
- “基準樓宇”與新建樓宇BEAM Plus標準(現行版本)第4節及附錄8中的“基準建築物模式(零分標準)”具有相同涵義。
- “中央屋宇裝備裝置”與樓宇的屋宇裝備裝置能源效益實務守則(2010年2月版)(草稿)中的涵義相同。

Notes:

- In general, the lower the estimated “Annual Energy Use” of the building, the more efficient of the building in terms of energy use. For example, if the estimated “annual energy use of proposed building” is less than the estimated “annual energy use of baseline building”, it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.
The predicted annual energy use, in terms of electricity consumption (kWh/m2/annum) and town gas/LPG consumption (unit/m2/annum), of the development by the internal floor area served, where: (a) “total annual energy use” has the same meaning of “annual energy use” under Section 4 and Appendix 8 of the BEAM Plus for New Buildings (current version); and (b) “internal floor area”, in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.
- “Baseline Building” has the same meaning as “Baseline Building Model (zero-credit benchmark)” under Section 4 and Appendix 8 of the BEAM Plus for New Building (current version).
- “Central Building Services Installation” has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installations in Buildings (February 2010 edition)(Draft).

2016年1月8日

8th January 2016

改變 Changes

發展項目及其周邊地區日後可能出現改變。

There may be future changes to the Development and the surrounding areas.

