

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

A. Information on any facilities that are required under the land grant to be constructed and provided for the government, or for public use

1. The Green Area as referred to in Special Condition Nos.(6), (7), (8) and (9) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(6) stipulates that: –

- (a) The Grantee shall:
- (i) within 96 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

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

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

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

(ii) within 96 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as 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 delivered in accordance with Special Condition No.(7) hereof.
- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(7) stipulates that: –

For the purpose only of carrying out the necessary works specified in Special Condition No.(6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) hereof or otherwise.

Special Condition No.(8) stipulates that: –

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) hereof.

Special Condition No.(9) stipulates that: –

The Grantee shall at all reasonable times while he is in possession of the Green Area 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.(6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) hereof and any other works which the Director may consider necessary in the Green Area.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(bq) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to maintain 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 of Lands until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. The Public Pedestrian Walkway as referred to in Special Condition No.(24) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(24) stipulates that: –

- (a) The Grantee shall within 96 calendar months from the date of this Agreement at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as “the Public Pedestrian Walkway”) at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” on Plan I annexed thereto.
- (c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.
- (e) The whole of the area (except the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station purposes) of the Public Pedestrian Walkway, with or without cover, provided or to be provided under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes will be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The decision of the Director as to what constitutes the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall be final and binding on the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 8C in Section I of the Principal Deed of Mutual Covenant stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development In Phase One, the Owner of the Commercial Development In Phase One shall at its own costs be responsible for maintaining such portion of the Public Pedestrian Walkway forming part of the Commercial Development In Phase One in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 38(br) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charges without any interruption.

Clause 38(bs) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to Clause 8C in Section I, the Manager shall have the duty and full and unrestricted authority to maintain the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development In Phase One has not yet been executed, the Manager is only required to maintain the Public Pedestrian Walkway other than such portion forming part of the Commercial Development In Phase One.

Plan showing the location of the Public Pedestrian Walkway as far as it is practicable to do so is appended hereto at the end of this section.

3. The Covered Footbridge as referred to in Special Condition No.(25) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(25) stipulates that: –

- (a) The Grantee shall within 96 calendar months from the date of this Agreement or within such time limit as may be approved by the Director at the Grantee’s own expense and in all respects to the satisfaction of the Director construct:
- (i) one single-storey covered footbridge (hereinafter referred to as “the Covered Footbridge”) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked “COVERED FOOTBRIDGE” on Plan I annexed hereto. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed hereto at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director. The Grantee shall at its own costs and expenses carry out any necessary modification works to the said existing footbridge so that the Covered Footbridge can be connected to the said existing footbridge provided that the Grantee shall fully indemnify Government for any costs, claims, losses and damages which may arise out of such modification works;

(ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as “the Footbridge Supports and Connections”) with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed hereto and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.

- (b)

In the event of the non-fulfilment of the Grantee’s obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (c)

(i)

The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii)

The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii)

The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv)

The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

(v)

The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.
- (d)

The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.
- (e)

Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.

- (f)

In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.
- (g)

It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Walkway, the Covered Footbridge and the Footbridge Supports and Connections or any parts or parts thereof to the public for the right of passage.
- (h)

It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(e) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with Special Condition No.(25)(e) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

Clause 42 in the Third Schedule to the Principal Deed of Mutual Covenant stipulates that : –

- (a)

The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (b)

No Owner shall use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.
- (c)

No Owner shall do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (d)

Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

4. The Maintenance Access Area as referred to in Special Condition No.(27) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(27) stipulates that: –

- (a)

No building or structure or support for any building or structure (including boundary walls and fences) shall be erected or constructed on, over, under, above, below or within the areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black cross hatched black stippled black (hereinafter referred to as “the Maintenance Access Area”) on Plan I annexed hereto except with the prior written approval of the Director of Highways.
- (b)

The boundary walls and fences running along the Maintenance Access Area and within the areas shown coloured pink, pink stippled black and pink cross hatched black stippled black shall be designed and constructed in all respects to the satisfaction of the Director of Highways. Subject to the prior written approval of the Director of Highways, the Grantee may erect boundary walls and fences on the Maintenance Access Area. The design and maintenance of the said boundary walls and fences shall be in all respects to the satisfaction of the Director of Highways.
- (c)

The Government and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as “the authorized persons”) with or without tools, equipment, or machinery shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the Maintenance Access Area free of costs for the purposes of carrying out site investigation, maintenance works and site inspection of the adjoining retaining structures which the Government may require or authorize. Save in respect of restoring and making good the Maintenance Access Area to the same condition prior to the carrying out of site investigation, maintenance works and site inspection, the Government and the authorized persons, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Government or the authorized persons of the right of unrestricted ingress, egress and regress and in the carrying out of the site investigation, maintenance works and site inspection conferred under this Special Condition and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(f) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to the prior written approval of the Director of Highways, to erect boundary walls and fences on the maintenance access area (as defined and referred to in Special Condition No.(27)(a) of the Government Grant as “Maintenance Access Area”). The design and maintenance of the said boundary walls and fences shall be in all respects to the satisfaction of the Director of Highways.

Plan showing the location of the Maintenance Access Area as far as it is practicable to do so is appended hereto at the end of this section.

B. Information on any facilities or 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

1. The Green Area as referred to in Special Condition Nos.(6), (7), (8) and (9) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(6) stipulates that: –

- (a)

The Grantee shall:

(i)

within 96 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I)

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

(II)

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

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

(ii)

within 96 calendar months from the date of this Agreement or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as 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 delivered in accordance with Special Condition No.(7) hereof.
- (b)

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

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

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

Special Condition No.(7) stipulates that: –

For the purpose only of carrying out the necessary works specified in Special Condition No.(6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(6) hereof or otherwise.

Special Condition No.(8) stipulates that: –

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(6) hereof.

Special Condition No.(9) stipulates that: –

The Grantee shall at all reasonable times while he is in possession of the Green Area 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.(6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(6)(b) hereof and any other works which the Director may consider necessary in the Green Area.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(bq) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to maintain the Green Area together with the Structures and all structures, surfaces, 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 of Lands until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(7) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

2. The Public Pedestrian Walkway as referred to in Special Condition No.(24) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(24) stipulates that: –

- (a) The Grantee shall within 96 calendar months from the date of this Agreement at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as “the Public Pedestrian Walkway”) at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

- (b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” on Plan I annexed thereto.
- (c) The Grantee shall throughout the whole term hereby agreed to be granted maintain at his own expense the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.
- (e) The whole of the area (except the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station purposes)) of the Public Pedestrian Walkway, with or without cover, provided or to be provided under sub-clause (a) of this Special Condition shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes will be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(15) hereof. The decision of the Director as to what constitutes the portion of the Public Pedestrian Walkway to be provided in the building or buildings to be erected on the lot for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes shall be final and binding on the Grantee.

(II) Provisions of the Deed of Mutual Covenant

Clause 8C in Section I of the Principal Deed of Mutual Covenant stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development In Phase One, the Owner of the Commercial Development In Phase One shall at its own costs be responsible for maintaining such portion of the Public Pedestrian Walkway forming part of the Commercial Development In Phase One in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 38(br) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the duty and full and unrestricted authority to keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charges without any interruption.

Clause 38(bs) in Section III of the Principal Deed of Mutual Covenant stipulates that subject to Clause 8C in Section I, the Manager shall have the duty and full and unrestricted authority to maintain the Public Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development In Phase One has not yet been executed, the Manager is only required to maintain the Public Pedestrian Walkway other than such portion forming part of the Commercial Development In Phase One.

Plan showing the location of the Public Pedestrian Walkway as far as it is practicable to do so is appended hereto at the end of this section.

3. The Covered Footbridge as referred to in Special Condition No.(25) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No.(25) stipulates that:-

- (a) The Grantee shall within 96 calendar months from the date of this Agreement or within such time limit as may be approved by the Director at the Grantee’s own expense and in all respects to the satisfaction of the Director construct:
- (i) one single-storey covered footbridge (hereinafter referred to as “the Covered Footbridge”) together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked “COVERED FOOTBRIDGE” on Plan I annexed hereto. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed hereto at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director. The Grantee shall at its own costs and expenses carry out any necessary modification works to the said existing footbridge so that the Covered Footbridge can be connected to the said existing footbridge provided that the Grantee shall fully indemnify Government for any costs, claims, losses and damages which may arise out of such modification works;
- (ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as “the Footbridge Supports and Connections”) with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed hereto and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.
- (b) In the event of the non-fulfillment of the Grantee’s obligation under sub-clauses (a) and (e) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof; such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the

exercise by him or them of the right of entry conferred under this Sub-clause, and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

- (c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.
- (v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge and the Footbridge Supports and Connections.
- (e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Pedestrian Walkway, the Covered Footbridge and the Footbridge Supports and Connections or any parts or parts thereof to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in Special Condition Nos.(24)(d), (25)(c)(iv) and (25)(c)(v) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefore, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 39(e) in Section III of the Principal Deed of Mutual Covenant stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with Special Condition No.(25)(e) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

Clause 42 in the Third Schedule of the Principal Deed of Mutual Covenant stipulates that : –

- (a) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (b) No Owner shall use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director of Lands.
- (c) No Owner shall do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (d) Every Owner shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge and the Footbridge Supports and Connections.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is appended hereto at the end of this section.

C. Information on 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)

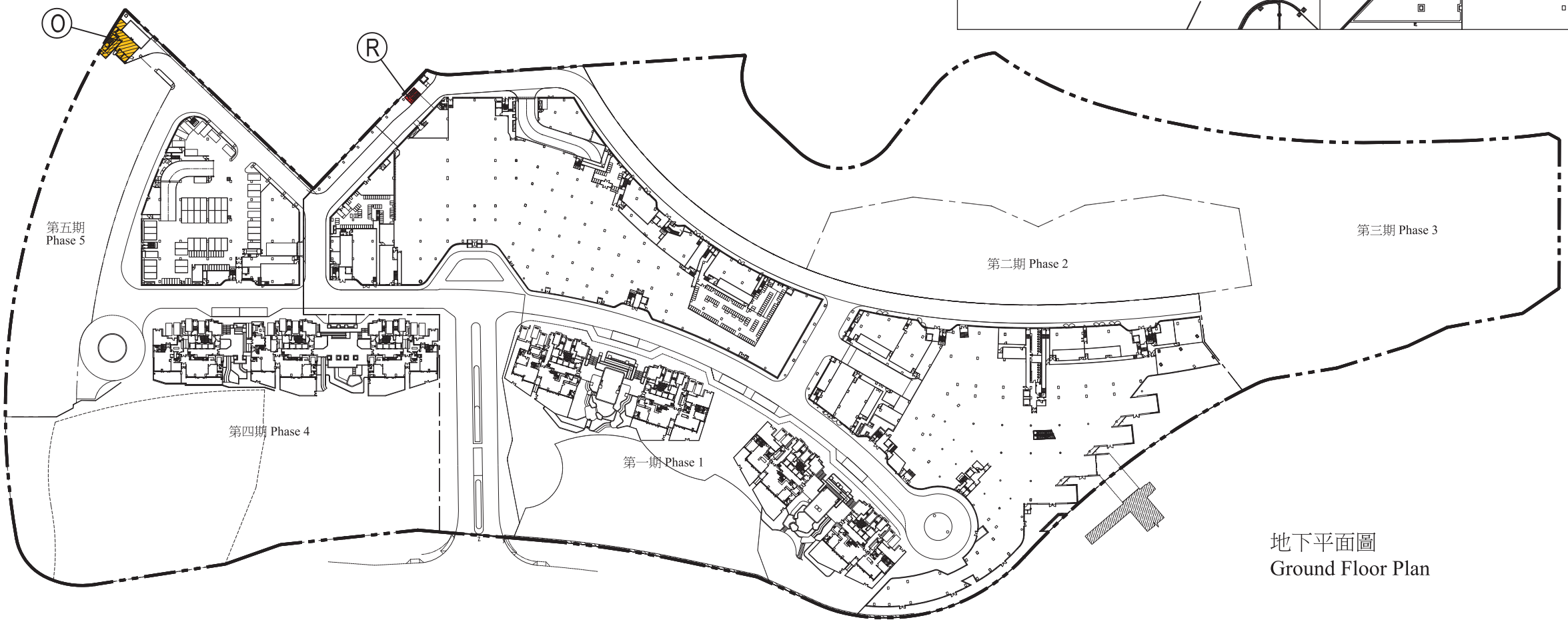
Remarks:

- (1) Prior to the execution of the Principal Deed of Mutual Covenant, all expenses of managing, operating or maintaining the Green Area, the Public Pedestrian Walkway, the Covered Footbridge and the Maintenance Access Area are borne by the Vendor solely.
- (2) After the execution of the Principal Deed of Mutual Covenant but before the execution of any Sub-Deeds of Mutual Covenant in respect of the subsequent phases, all Owners of the Units in Phase 1 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1 concerned.
- (3) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 2, all Owners of the Units in Phase 1 and Phase 2 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1 and Phase 2 concerned.
- (4) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 3, all Owners of the Units in Phase 1, Phase 2 and Phase 3 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2 and Phase 3 concerned.
- (5) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 4, all Owners of the Units in Phase 1, Phase 2, Phase 3 and Phase 4 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and form part of the Estate Common Areas In Phase Four and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2, Phase 3 and Phase 4 concerned.
- (6) After the execution of the Sub-Deed of Mutual Covenant in respect of Phase 5, all Owners of the Units in Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 are required to meet a proportion of the expense of managing, operating or maintaining the Green Area, portions of the Public Pedestrian Walkway (which form part of the Estate Common Areas In Phase One and form part of the Estate Common Areas In Phase Four and hence forming part of the Estate Common Areas), the Covered Footbridge and the Maintenance Access Area through the management expenses apportioned to the Units in Phase 1, Phase 2, Phase 3, Phase 4 and Phase 5 concerned.
- (7) Prior to the execution of the Sub-Deed of Mutual Covenant in respect of the Commercial Development In Phase One, all expenses of managing, operating or maintaining such portion of the Public Pedestrian Walkway (which forms part of the Commercial Development In Phase One) are borne by the Owner of the Commercial Development In Phase One solely.

24小時行人通道平面圖

24 Hours Pedestrian Walkway Plan

- 發展項目的界線
Site boundary of the development
- 發展項目期數的分界線
Boundary line for phases of the development
- 24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway) (構成第一期商業發展一部分) (Forming part of the Commercial Development In Phase One)
- 24小時行人通道 (即公眾行人通道) 24 Hours Pedestrian Walkway (i.e. Public Pedestrian Walkway) (構成第四期屋苑公用地方一部分) (Forming part of the Estate Common Areas In Phase Four)

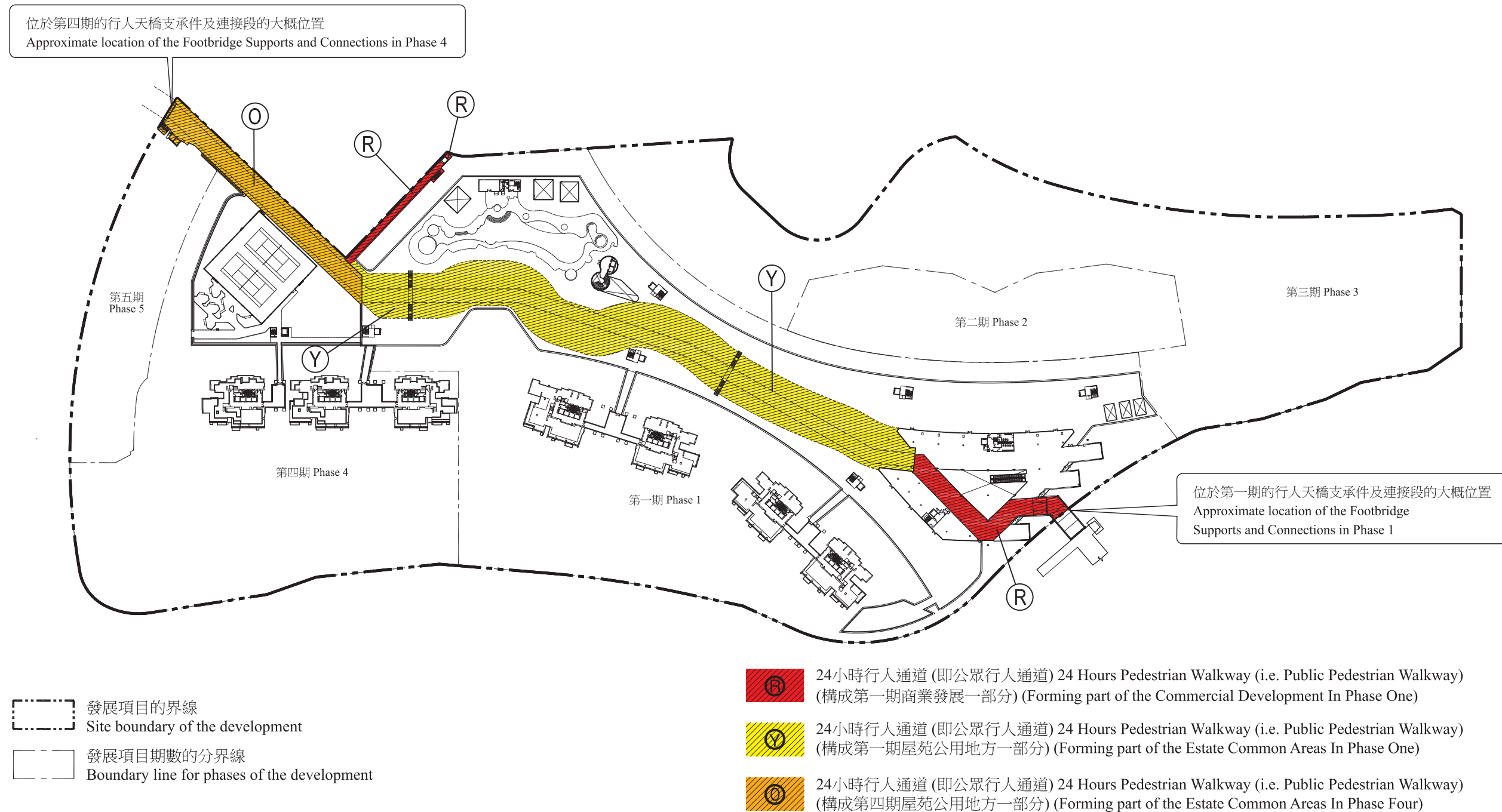


備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。
Note : Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

16. 公共設施及公眾休憩用地的資料

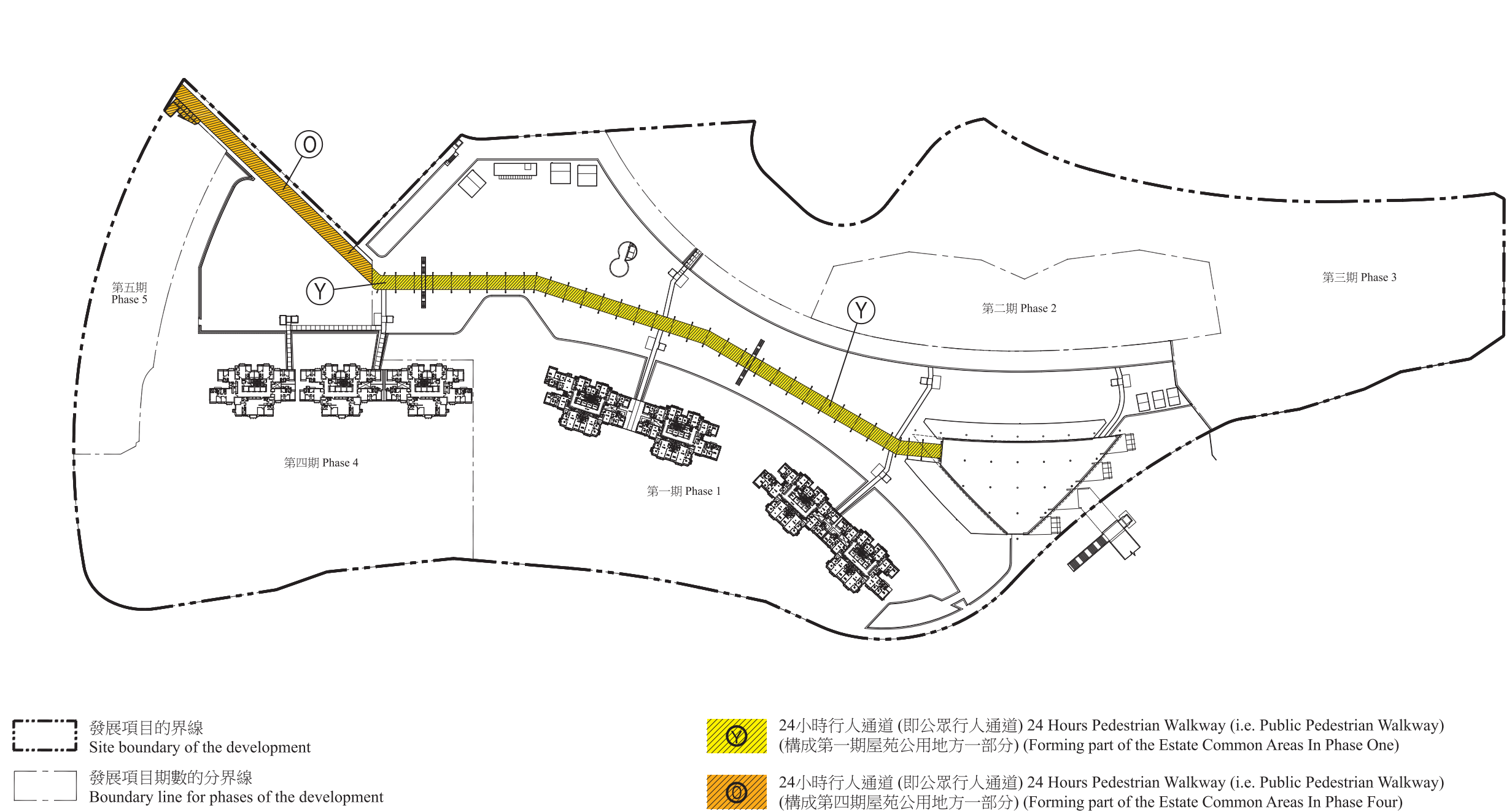
INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

24小時行人通道及有蓋行人天橋平面圖 (二樓)
24 Hours Pedestrian Walkway and Covered Footbridge Plan (Second Floor)



備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。
Note : Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

24小時行人通道平面圖 (於香港主水平基準以上20.5米)
24 Hours Pedestrian Walkway Plan (20.5 metres above the Hong Kong Principle Datum)

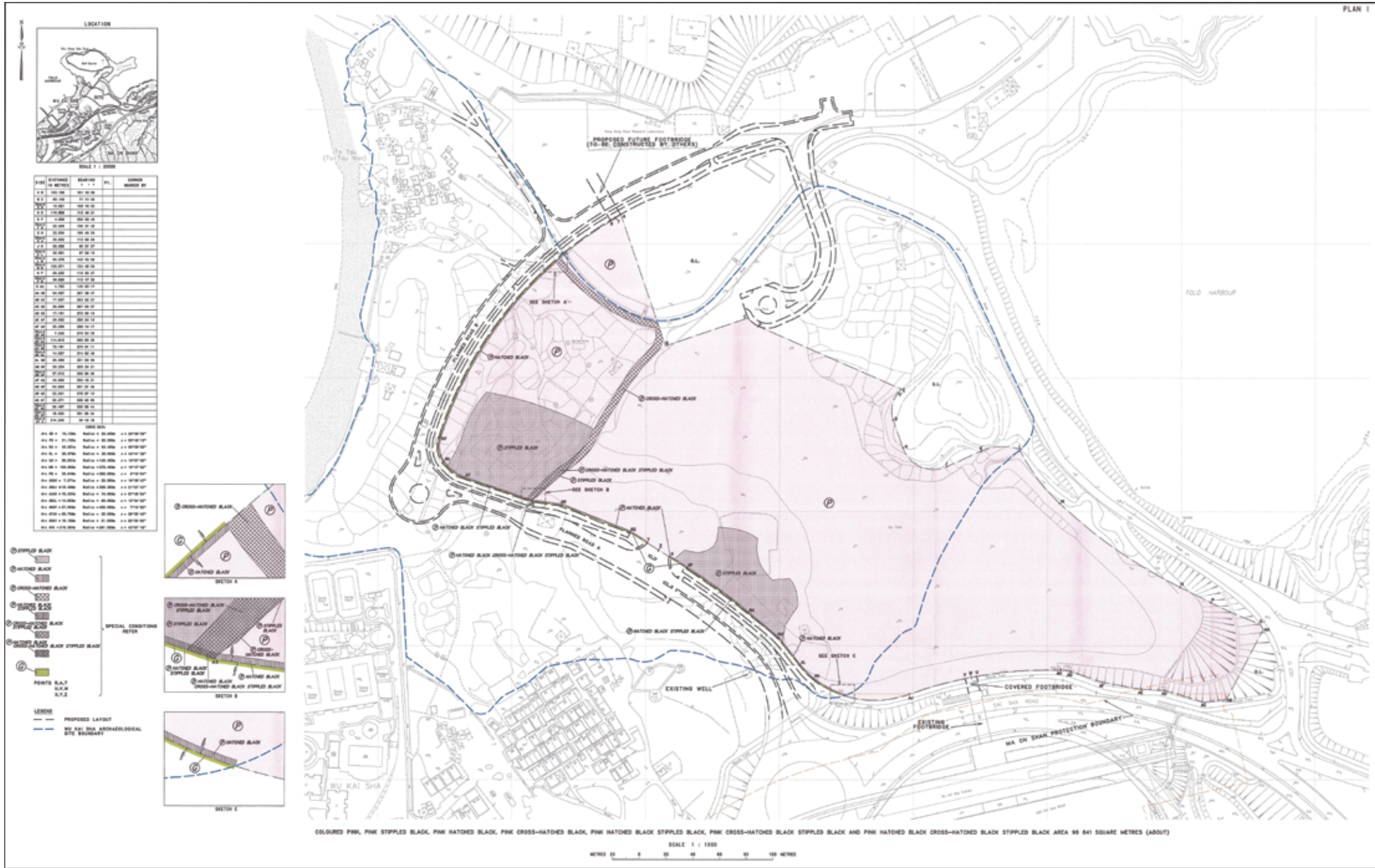


備註：位於發展項目發展期內的公眾行人通道部分將於相關發展期的副公契附圖上顯示出來。
Note : Those portions of the Public Pedestrian Walkway located at the phase(s) of the development will be shown on the plan(s) annexed to the Sub-Deed(s) of Mutual Covenant of the relevant phase(s).

16. 公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料中A1, B1及A4段所述的圖則
Plan referred to in Sections A1, B1 and A4 of Information on Public Facilities and Public Open Spaces



備註：本圖僅作顯示綠色範圍及粉紅色加黑斜線的範圍、粉紅色加黑斜線及黑點的範圍和粉紅色加黑斜線黑十字線及黑點的範圍(統稱為「維修通道區」)(截至地契日期)。圖中所示之其他事項未必能反映其最新狀況。
Note : The plan is for showing the location of Green Area and Pink Hatched Black Area, Pink Hatched Black Stippled Black Area and the Pink Hatched Black Cross Hatched Black Stippled Black Area (collectively known as the Maintenance Access Area) (as at the date of the land grant) only. Other matters shown on the plan may not reflect their latest conditions.

17. 對買方的警告

WARNING TO PURCHASERS

- 此提示建議你聘用一間獨立的律師事務所 (代表擁有人行事者除外)，以在交易中代表你行事。
- 如你聘用上述的獨立的律師事務所，以在交易中代表你行事，該律師事務所將會能夠向你提供獨立意見。
- 如你聘用代表擁有人行事的律師事務所同時代表你行事，而擁有人與你之間出現利益衝突：-
(i) 該律師事務所可能不能夠保障你的利益；及
(ii) 你可能要聘用一間獨立的律師事務所。
- 如屬3.(ii)段的情況，你須支付的律師費用總數，可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。

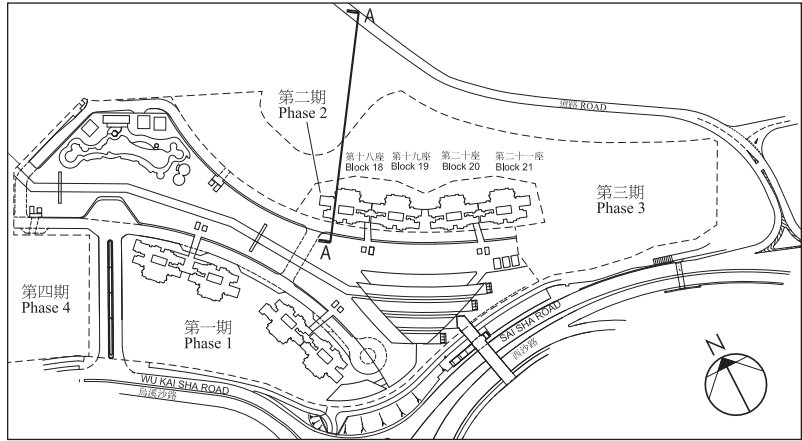
- You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.
- If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.
- If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you: -
(i) that firm may not be able to protect your interests; and
(ii) you may have to instruct a separate firm of solicitors.
- In the case of paragraph 3.(ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.

18. 期數中的建築物的橫截面圖

CROSS-SECTION PLAN OF BUILDING IN THE PHASE

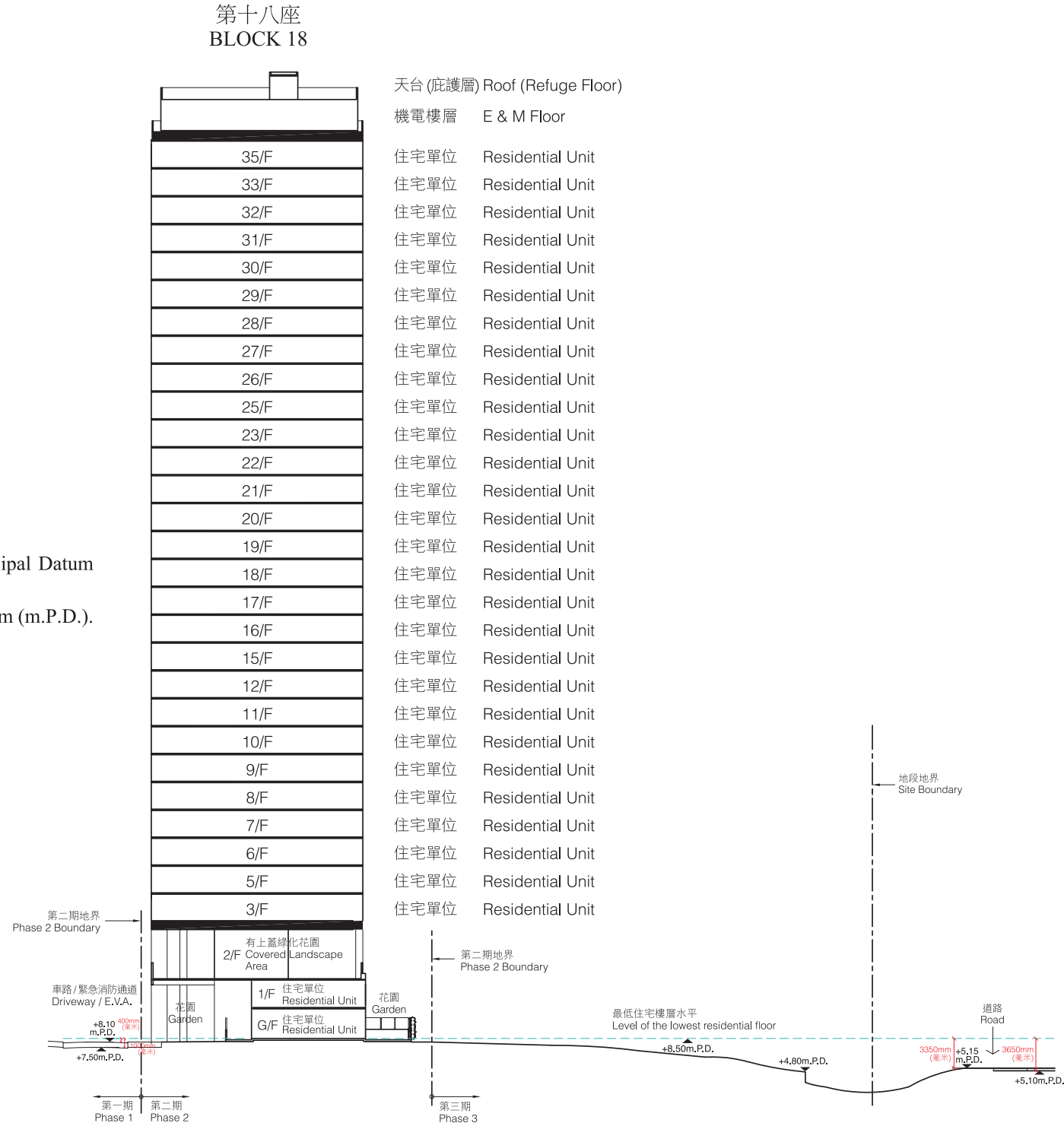
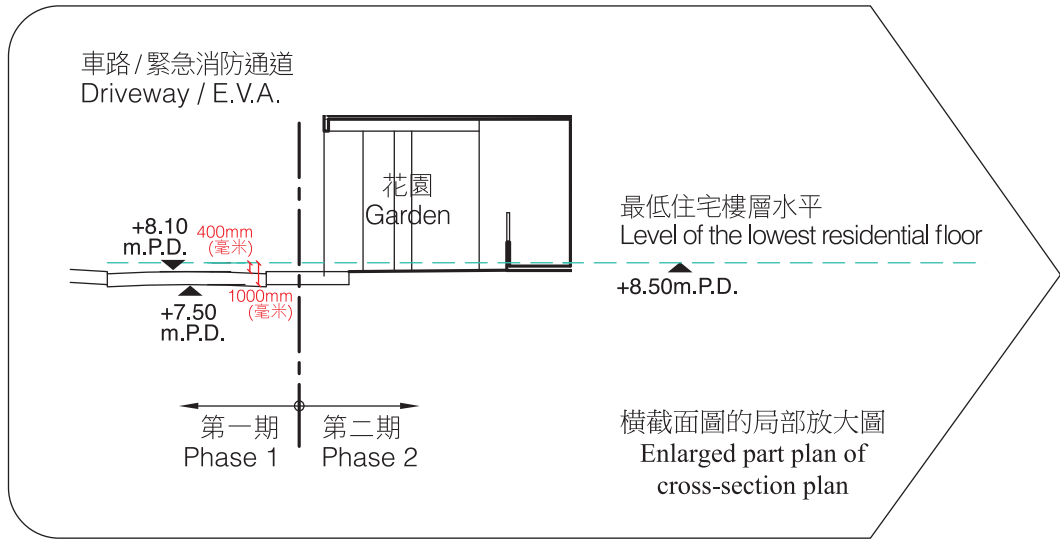
橫截面圖 A-A

CROSS-SECTION PLAN A-A



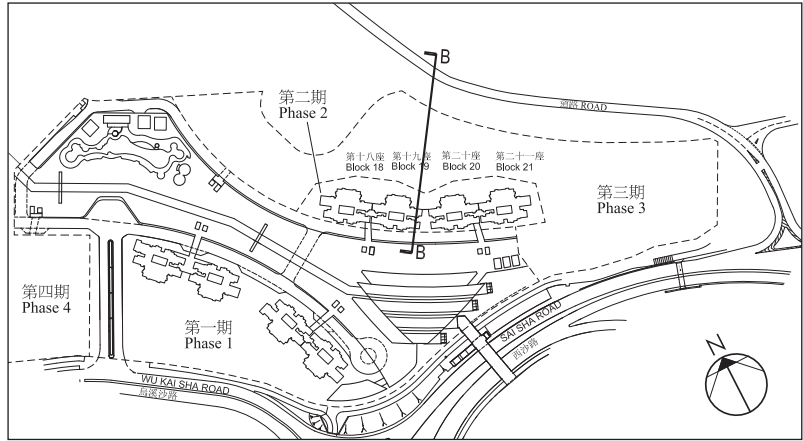
1. 毗連建築物的一段道路，為香港主水平基準以上5.1米至5.15米。
2. 毗連建築物的一段緊急消防通道，為香港主水平基準以上7.5米至8.1米。
3. 藍色虛線為最低住宅樓層水平。

1. The part of the road adjacent to the building is 5.1 metres to 5.15 metres above the Hong Kong Principal Datum (m.P.D.).
2. The part of EVA adjacent to the building is 7.5 metres to 8.1 metres above the Hong Kong Principal Datum (m.P.D.).
3. Blue dotted line denotes the level of the lowest residential floor.



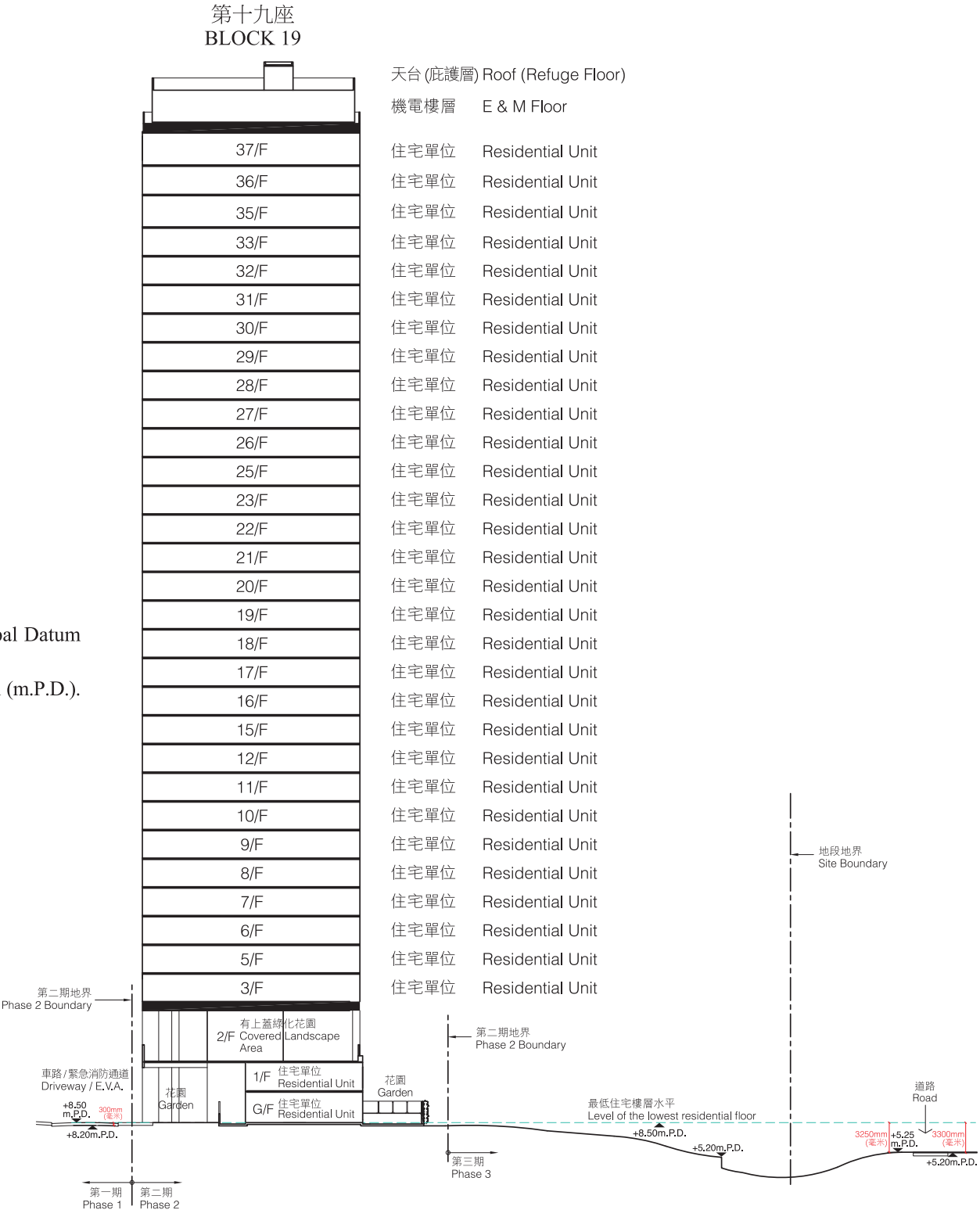
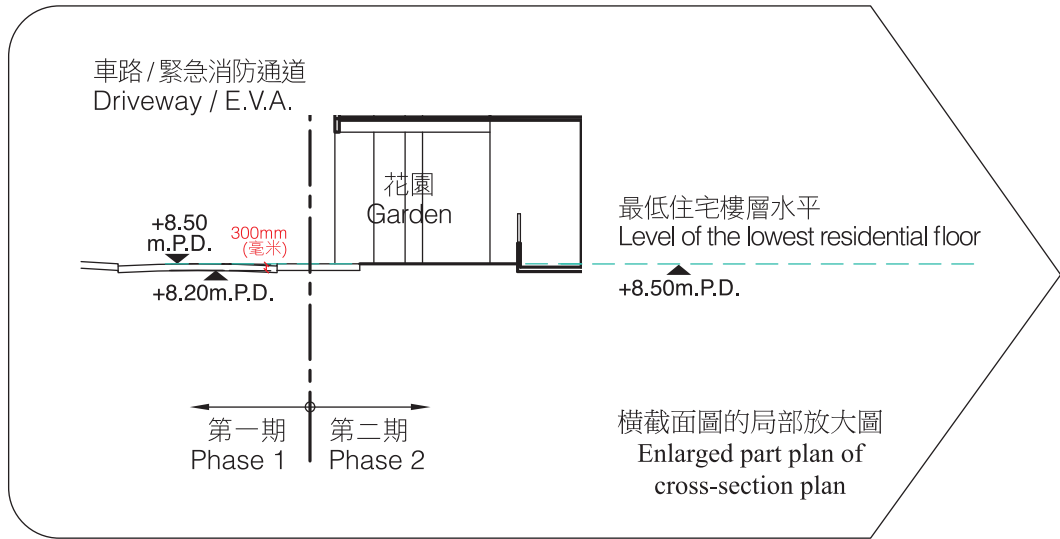
橫截面圖 B-B

CROSS-SECTION PLAN B-B



1. 毗連建築物的一段道路，為香港主水平基準以上5.2米至5.25米。
2. 毗連建築物的一段緊急消防通道，為香港主水平基準以上8.2米至8.5米。
3. 藍色虛線為最低住宅樓層水平。

1. The part of the road adjacent to the building is 5.2 metres to 5.25 metres above the Hong Kong Principal Datum (m.P.D.).
2. The part of EVA adjacent to the building is 8.2 metres to 8.5 metres above the Hong Kong Principal Datum (m.P.D.).
3. Blue dotted line denotes the level of the lowest residential floor.

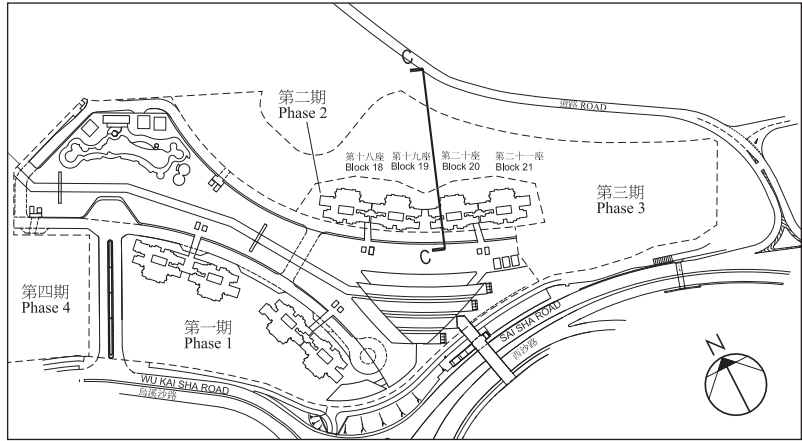


18. 期數中的建築物的橫截面圖

CROSS-SECTION PLAN OF BUILDING IN THE PHASE

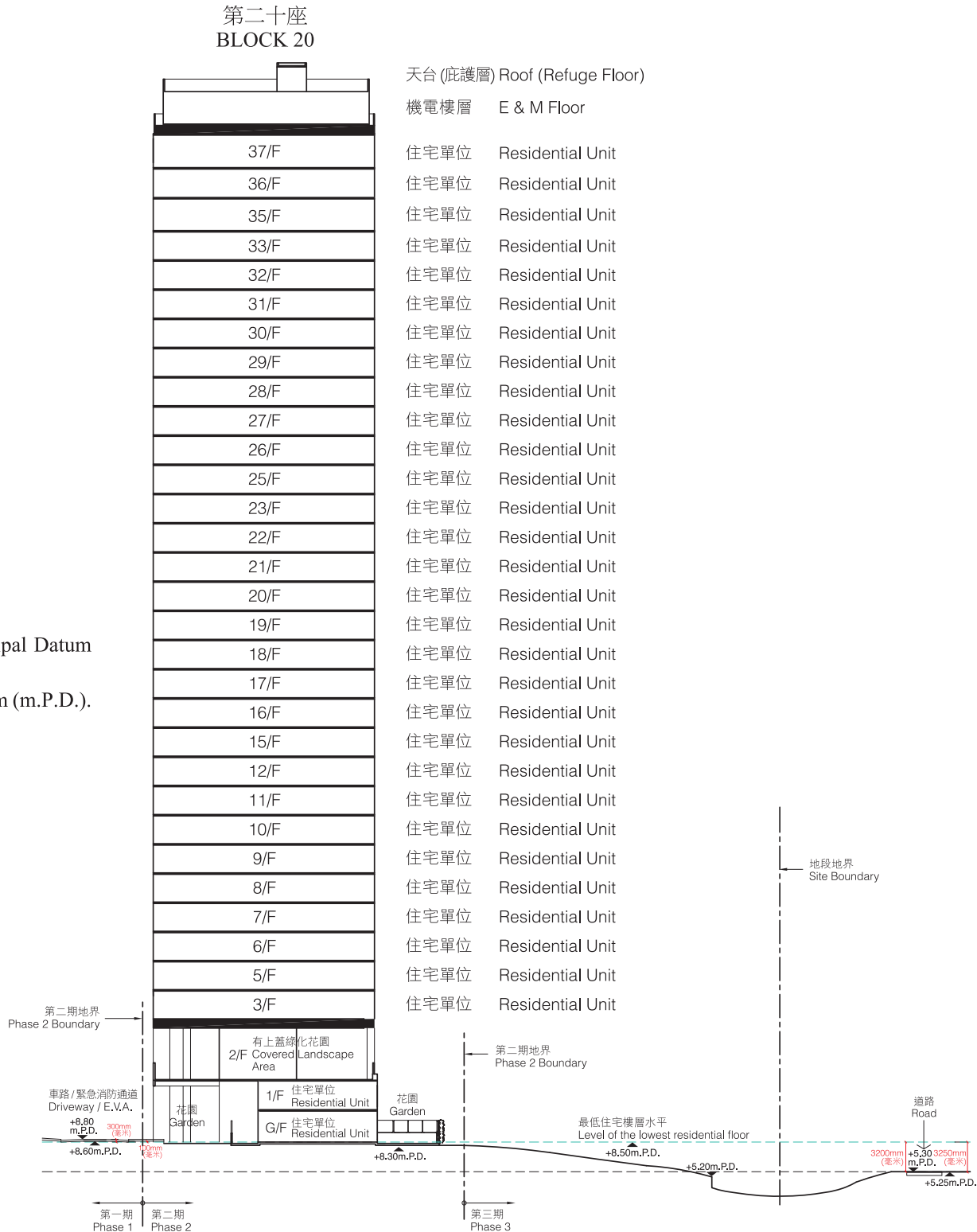
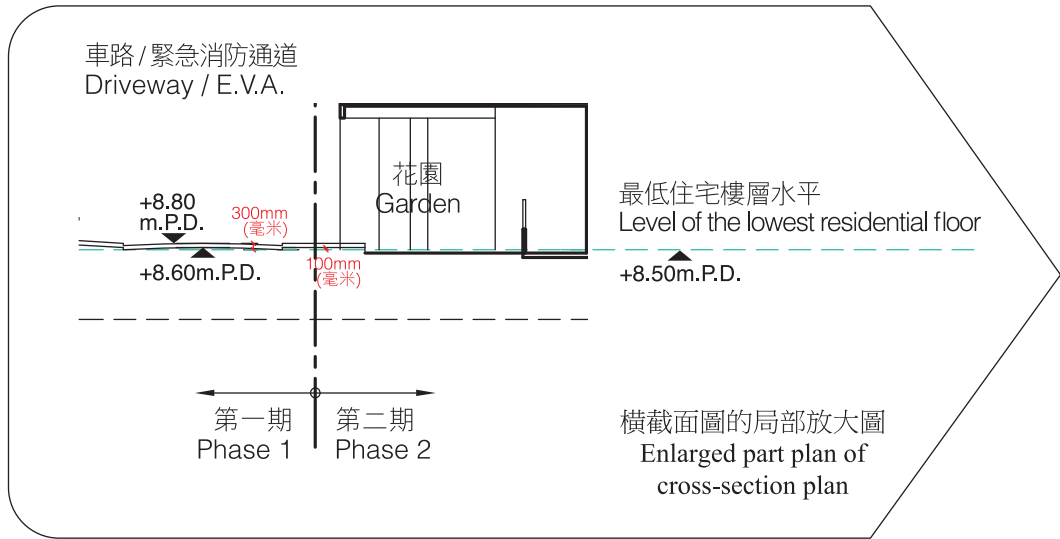
橫截面圖 C-C

CROSS-SECTION PLAN C-C



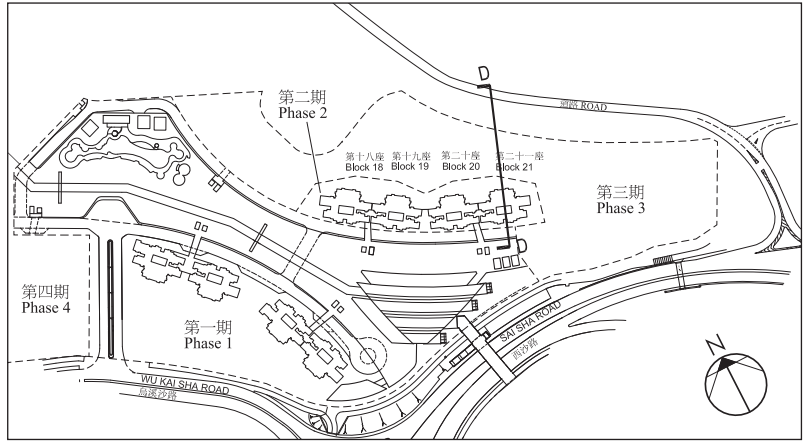
- 毗連建築物的一段道路，為香港主水平基準以上5.25米至5.3米。
- 毗連建築物的一段緊急消防通道，為香港主水平基準以上8.6米至8.8米。
- 藍色虛線為最低住宅樓層水平。

- The part of the road adjacent to the building is 5.25 metres to 5.3 metres above the Hong Kong Principal Datum (m.P.D.).
- The part of EVA adjacent to the building is 8.6 metres to 8.8 metres above the Hong Kong Principal Datum (m.P.D.).
- Blue dotted line denotes the level of the lowest residential floor.



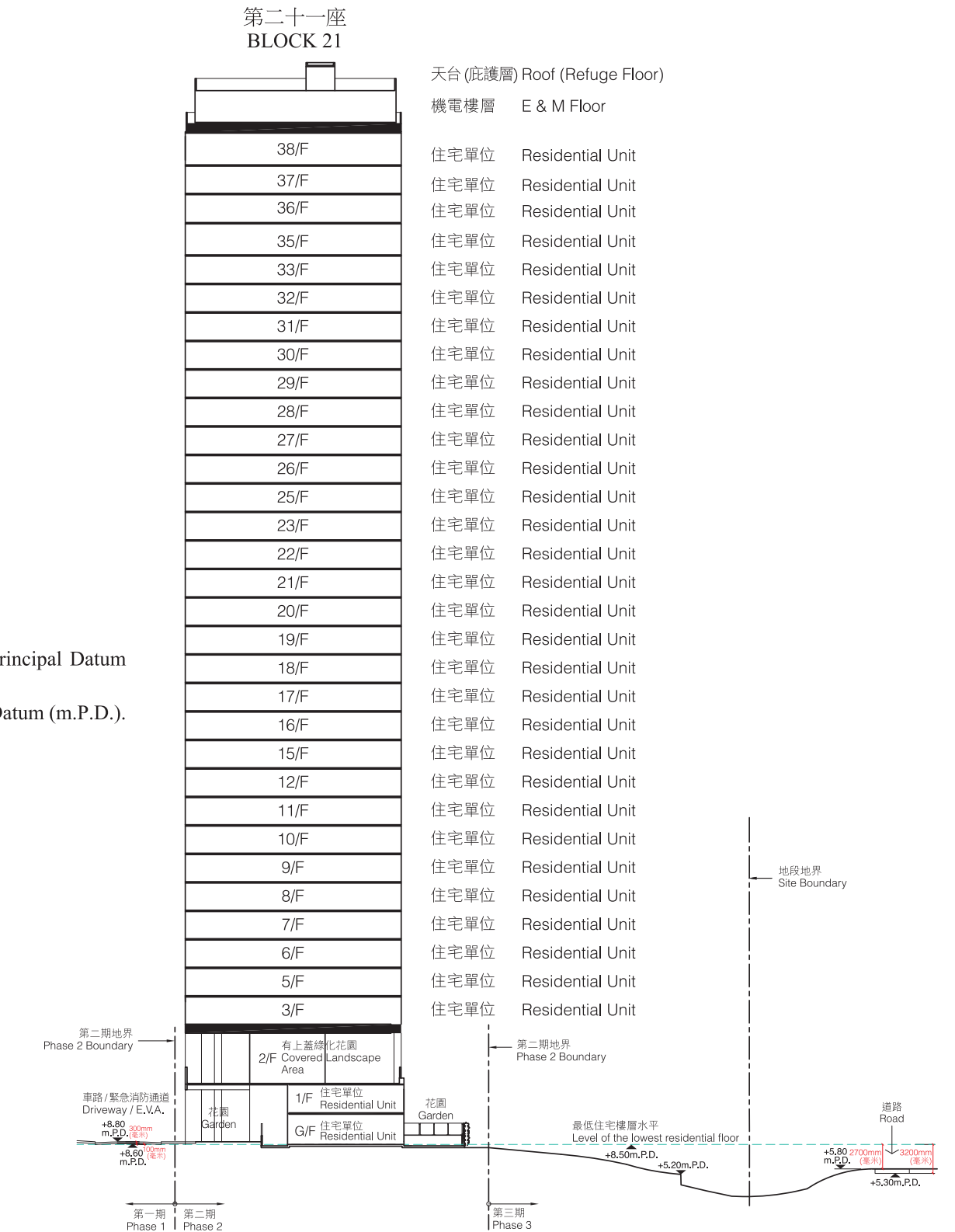
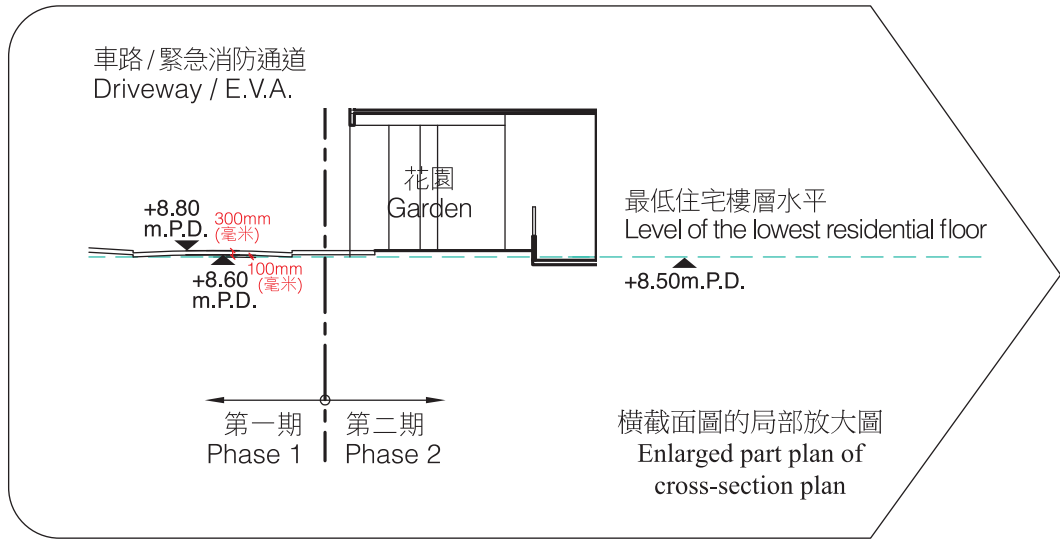
橫截面圖 D-D

CROSS-SECTION PLAN D-D



- 毗連建築物的一段道路，為香港主水平基準以上5.3米至5.8米。
- 毗連建築物的一段緊急消防通道，為香港主水平基準以上8.6米至8.8米。
- 藍色虛線為最低住宅樓層水平。

- The part of the road adjacent to the building is 5.3 metres to 5.8 metres above the Hong Kong Principal Datum (m.P.D.).
- The part of EVA adjacent to the building is 8.6 metres to 8.8 metres above the Hong Kong Principal Datum (m.P.D.).
- Blue dotted line denotes the level of the lowest residential floor.



19. 立面圖
ELEVATION PLAN

西南面立面圖 SOUTH-WEST ELEVATION



期數的認可人士已證明本圖所顯示的立面：

- 1. 以2014年2月28日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- 2. 大致上與期數的外觀一致。

Authorized person for the Phase certified that the elevations shown on this plan:

- 1. are prepared on the basis of the approved building plans for the Phase as of 28th February 2014; and
- 2. are in general accordance with the outward appearance of the Phase.

東北面立面圖 NORTH-EAST ELEVATION



期數的認可人士已證明本圖所顯示的立面：

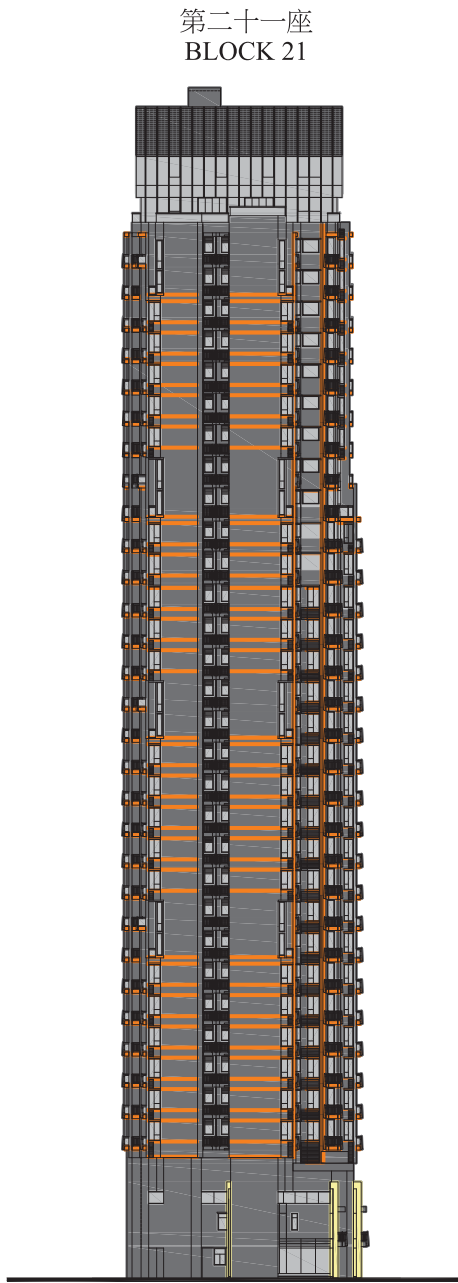
- 1. 以2014年2月28日的情況為準的期數的經批准的建築圖則為基礎擬備；及
- 2. 大致上與期數的外觀一致。

Authorized person for the Phase certified that the elevations shown on this plan:

- 1. are prepared on the basis of the approved building plans for the Phase as of 28th February 2014; and
- 2. are in general accordance with the outward appearance of the Phase.

19. 立面圖
ELEVATION PLAN

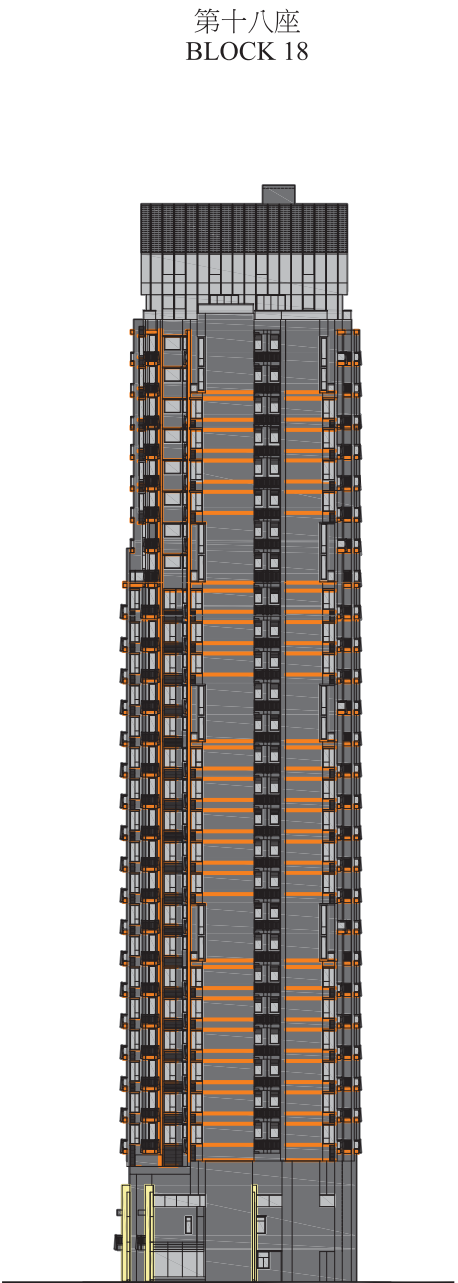
東南面立面圖 SOUTH-EAST ELEVATION



期數的認可人士已證明本圖所顯示的立面：
1. 以2014年2月28日的情況為準的期數的經批准的建築圖則為基礎擬備；及
2. 大致上與期數的外觀一致。

Authorized person for the Phase certified that the elevations shown on this plan:
1. are prepared on the basis of the approved building plans for the Phase as of 28th February 2014; and
2. are in general accordance with the outward appearance of the Phase.

西北面立面圖 NORTH-WEST ELEVATION



期數的認可人士已證明本圖所顯示的立面：
1. 以2014年2月28日的情況為準的期數的經批准的建築圖則為基礎擬備；及
2. 大致上與期數的外觀一致。

Authorized person for the Phase certified that the elevations shown on this plan:
1. are prepared on the basis of the approved building plans for the Phase as of 28th February 2014; and
2. are in general accordance with the outward appearance of the Phase.

20. 期數中的公用設施的資料

INFORMATION ON COMMON FACILITIES IN THE PHASE

公用設施 Common Facilities		有上蓋遮蓋之面積 Covered Area		沒有上蓋遮蓋之面積 Uncovered Area		總面積 Total Area	
		(平方米 sq. m.)	(平方呎 sq. ft)	(平方米 sq. m.)	(平方呎 sq. ft)	(平方米 sq. m.)	(平方呎 sq. ft)
(a) 住客會所 Residents' Clubhouse		-	-	-	-	-	-
(b) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方。 A communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase.	公用花園 Communal Garden (二樓 2/F)	1,313.522	14,139	210.204	2,263	1,523.726	16,402
	行人通道 Walkway (二樓 2/F)	80.004	861	-	-	80.004	861
(c) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方。 A communal garden or play area for residents' use below the lowest residential floor of a building in the Phase.	公用花園 Communal Garden (地下 G/F)	513.408	5,526	50.376	542	563.784	6,068

發展項目中的公用設施包括但不限於第一期住客會所、第五期住客會所及各發展期數內供所有發展期數的住宅發展整體公用及共享的設施。詳情請參閱公契。
Common facilities in the development includes but not limited to the residents' clubhouse of Phase 1, residents' clubhouse of phase 5 and common facilities of all phases intended for the common use and benefit of the residential development of all phases. Please refer to the Deed of Mutual Covenant for details.

備註：以平方呎顯示之面積均依據1平方米 = 10.764平方呎換算，並四捨五入至整數。
Note：Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

21. 閱覽圖則及公契

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT

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

2. (a) 以下文件的文本存放在發售有關住宅物業的售樓處，以供閱覽 —
本物業的每一已簽立的公契。
(b) 無須為閱覽付費。
1. Copies of outline zoning plans relating to the development are available for inspection at www.ozp.tpb.gov.hk

2. (a) Copies of the following document are available for inspection at the place at which the residential property is offered to be sold-
every deed of mutual covenant in respect of the residential property that has been excuted.
(b) The inspection is free of charge.

22. 裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES

1. 外部裝修物料

a.	外牆	各幢住宅大樓外牆鋪砌陶瓷瓦、天然石、玻璃幕牆、鋁飾板、鋁百葉及髹外牆漆。
b.	窗	住宅單位選用噴塗鋁窗框鑲灰片玻璃。標準層之B、C、F、G單位的浴室、廁所、飯廳、主人房(如適用)及儲物間(如適用)則選用鋁窗框鑲酸蝕磨砂玻璃。 以下住宅單位設有玻璃幕牆(部分位置附設可開啟之窗配噴塗鋁窗框鑲灰片玻璃): (a) 複式單位：18座G/F及1/F、33/F及35/F；19座及20座G/F及1/F、36/F及37/F；21座G/F及1/F、37/F及38/F 之各住宅單位 (b) 18座25/F至32/F之A單位；10/F、11/F、19/F、20/F、25/F、26/F、31/F、32/F之B、C、F、G單位 (c) 19座及20座25/F至33/F及35/F之A單位；10/F、11/F、19/F、20/F、27/F、28/F、33/F、35/F之B、C、F、G單位 (d) 21座25/F至33/F及35/F至36/F之A單位；10/F、11/F、19/F、20/F、27/F、28/F、35/F、36/F之B、C、F、G單位
c.	窗台	窗台用料為鋼筋混凝土及氟碳噴塗鋁窗配單片玻璃。窗台面均鋪砌天然石。
d.	花槽	沒有
e.	陽台或露台	地台鋪砌地磚及戶外木地板，牆身鋪砌陶瓷瓦及鋁飾板，天花裝設金屬假天花，另裝設玻璃欄河。 除在樓面平面圖特別述明外，陽台或露台設有上蓋。詳情請參閱「期數的住宅物業的樓面平面圖」。
f.	乾衣設施	沒有

2. 室內裝修物料

a.	大堂	住戶入口大堂(地下及2/F)：地台鋪砌天然石，牆身鋪砌天然石、玻璃裝飾、金屬裝飾、木紋裝飾及鏡裝飾至木紋裝飾石膏板、金屬、木紋裝飾及鏡裝飾假天花底。 住宅層電梯大堂：地台鋪砌天然石，牆身鋪砌木紋、金屬、鏡及玻璃裝飾至木紋飾面及石膏板假天花底。 21座37/F及38/F之A單位的私人電梯大堂：地台鋪砌天然石，牆身鋪砌木飾面、不銹鋼、玻璃及鏡，乳膠漆石膏板天花及金屬飾條。 21座37/F及38/F之B單位的私人電梯大堂：地台鋪砌天然石，牆身鋪砌天然石、木飾面、玻璃及金屬，天花裝置石膏板假天花，天花髹乳膠漆及鑲金屬飾條。
b.	內牆及天花板	各住宅單位之客廳、飯廳及睡房內牆使用Augreen預製間隔牆，牆身批纖維灰，面髹乳膠漆。客廳、飯廳及睡房之混凝土牆批纖維灰及英泥沙底纖維灰及髹乳膠漆；客廳、飯廳及睡房之天花則批纖維灰及髹乳膠漆。 18座地下及1/F之A單位及20座地下及1/F之B單位：睡房1部分內牆為玻璃間隔牆。 21座37/F及38/F之A單位：客廳及飯廳的牆身鋪砌天然石、布面料、金屬、鏡及木皮飾面至石膏板假天花底。客廳及飯廳之天花批纖維灰及髹乳膠漆，部分天花貼鏡及金屬。睡房牆身貼牆紙、布料、金屬、鏡及木皮飾面至石膏板假天花底。睡房天花批纖維灰及髹乳膠漆。 21座37/F及38/F之B單位：客廳及飯廳牆身鋪砌天然石，貼木飾面及特色油漆並安裝屏風，裝配木飾面、高光油漆及金屬；另裝置石膏板假天花並髹乳膠漆及金屬飾條。主人房及各睡房牆身貼木皮飾面、牆紙及天然石；另天花裝置乳膠漆石膏板假天花及金屬飾條。
c.	內部地板	各住宅單位之客廳、飯廳及睡房鋪砌複合木地板配木牆腳線。 21座37/F及38/F之A單位：客廳及飯廳地台鋪砌天然石配金屬牆腳線。主人房鋪砌複合木地板及地毯配金屬牆腳線，各睡房鋪砌複合木地板配金屬牆腳線。 21座37/F及38/F之B單位：客廳及飯廳地台鋪砌天然石及複合木地板。主人房鋪砌複合木地板及地毯，各睡房鋪設地毯。
d.	浴室	標準單位：地台鋪砌天然石(浴缸底、座廁底、櫃底及安裝水喉之位置除外)。牆身鋪砌天然石及鏡飾面至石膏板假天花底(浴缸背、櫃背及假天花以上牆身除外)。 複式單位(第21座37及38樓B單位除外)：地台鋪砌天然石(浴缸底、座廁底、櫃底及安裝水喉之位置除外)。牆身鋪砌天然石及鏡飾面至石膏板假天花底(浴缸背、櫃背及假天花以上牆身除外)。 21座37/F及38/F之B單位：地台鋪砌天然石(浴缸底、座廁底、檯底及安裝水喉位置除外)，牆身鋪砌天然石、鏡飾面及玻璃飾面至石膏板假天花底(浴缸背、櫃背及假天花以上牆身除外)，天花裝置乳膠漆石膏板假天花及金屬飾條。
e.	廚房	標準單位：牆身鋪砌再造石及金屬飾面(18座25/F至32/F之A單位，19座及20座25/F至35/F之A單位，21座25/F至36/F之A單位，牆身則採用鏡面及玻璃飾面及天然石)至石膏板假天花底(廚櫃背及假天花以上之位置除外)。地台鋪砌天然石(廚櫃底除外)。灶台鋪砌再造石枱面。 複式單位：牆身鋪砌天然石及玻璃飾面至石膏板假天花底(廚櫃背及假天花以上之位置除外)。地台鋪砌天然石(廚櫃底除外)。灶台鋪砌再造石枱面。

3. 室內裝置

a.	門	各住宅單位大門選用木皮飾面實心木門及木門框，裝配指紋門鎖，另設防盜眼。其餘睡房、浴室及儲物間選用木皮飾面木門及木門框，並裝配門鎖。廚房裝設木皮飾面實心木門及木門框，並鑲配玻璃，另及門鎖及門鎖。18座25/F至32/F之A單位，19座及20座25/F至35/F之A單位，21座25/F至36/F之A單位，廚房則裝設防火玻璃門並裝配門鼓及門鎖，主人房浴室裝設玻璃門並裝配門鎖。 18座地下及1/F之A單位及20座地下及1/F之B單位：儲物間設有木框有色玻璃飾面木門。儲物間內廁所設有鋁框磨砂玻璃摺門。工作平台及露台均設有鋁框玻璃門。睡房1設有金屬框玻璃趟門。於客廳通往室外通道位置裝設木皮飾面木門配門鎖及噴塗鋁框鋁質門配門鎖。 21座37/F及38/F之A單位：單位大門選用木皮實心木門及門框，裝配指紋鎖，另設防盜眼及門鼓。走火門選用木門配木皮飾面及門框，裝配門鎖、門鼓、門擋及防盜警鐘。客廳廁所門選用木門配鋼飾面及鏡飾面，裝配門鎖及門鼓。廚房裝設實心木門配木門框、木皮飾面及金屬飾面，裝配門鎖及門鼓。儲物間廁所裝設鋁質摺門鑲配玻璃及門鎖。主人房裝設金屬門框玻璃趟門；主浴室選用木門配木皮飾面及面貼牆紙，並裝配門鎖。水療室選用木門配木皮飾面及金屬飾面。家庭廳選用木門配木皮飾面及金屬，裝配門鎖及門鼓。睡房1及睡房2選用木門配木皮飾面、金屬飾面及面貼牆紙，裝配門鎖及門鼓。睡房1之浴室選用木門配金屬框、金屬飾面及面貼牆紙，並裝配門鎖。睡房2之浴室選用木門配木皮飾面及金屬，裝配門鎖及門鼓。儲物間裝設木門及木門框。平台及陽台通往室內位置裝設噴塗鋁框玻璃門。 21座37/F及38/F之B單位：單位大門選用木皮飾面實心木門及門框，裝配指紋鎖，另設防盜眼。主人房、睡房、浴室、樓梯後之廁所門及走火門選用木皮飾面木門及門框，並裝配門鎖。儲物間裝設木門及木門框。主人房裝設金屬門框玻璃趟門。主人房內之衣帽間裝設金屬門框玻璃門。廚房裝設木飾面實心木門及木門框，並鑲配玻璃及金屬框，另裝配門鼓。儲物間廁所裝設鋁質鑲配玻璃摺門。平台及陽台通往室內位置裝設噴塗鋁框玻璃門。 地下複式單位: 客廳通往花園位置裝設噴塗鋁框玻璃摺門。
b.	浴室	裝設木製面盆櫃配天然石枱面、木製牆身鏡櫃、不銹鋼廁紙架、不銹鋼毛巾架、抽氣系統及燈飾。冷水及熱水喉均以配有隔熱絕緣保護之銅喉安裝。其他之浴室裝置及設備請參閱第148頁至151頁的「浴室裝置及設備說明表」。
c.	廚房	裝設木製廚櫃配以木製廚櫃門板及再造石枱面、不銹鋼洗滌盆、鍍鉻冷熱水龍頭、抽氣系統及燈飾。冷水及熱水喉均以配有隔熱絕緣保護之銅喉安裝。其他之廚房設備請參閱第144頁至147頁的「廚房設備說明表」。
d.	睡房	21座37/F及38/F之A單位：衣帽間裝設配有鏡飾面及金屬的木製衣櫃。睡房1裝設配有金屬、牆紙飾面及金屬邊鏡飾面木櫃門的木製衣櫃。睡房2裝設配有玻璃、金屬飾面及金屬邊玻璃櫃門的木製衣櫃。 21座37/F及38/F之B單位：主人房裝設配有內置金屬邊玻璃門的木製衣櫃。睡房1裝設配有內置金屬邊皮革飾面門的木製衣櫃。睡房2裝設配有內置金屬邊玻璃門及木飾面門的木製衣櫃。
e.	電話	客廳及睡房均設有電話插位，接駁點的位置及數目請參閱第152至195頁的「機電裝置數量說明表」。
f.	天線	所有客/飯廳、睡房均設有電視/電台天線插位。接駁點的位置及數目請參閱第152至195頁的「機電裝置數量說明表」。
g.	電力裝置	標準單位：導管是部分隱藏及部分外露 ¹ 。18座及21座之A、G、H單位、19座及20座之A、H單位提供三相電力並裝妥微型斷路器，其他單位提供單相電力並裝妥微型斷路器。電插座及空調機接駁點的位置及數目請參閱第152至195頁的「機電裝置數量說明表」。 複式單位：導管是部分隱藏及部分外露 ¹ 。每戶提供三相電力並裝妥微型斷路器。電插座及空調機接駁點的位置及數目請參閱第152至195頁的「機電裝置數量說明表」。
h.	氣體供應	各住宅單位均裝置煤氣喉位接駁煤氣煮食爐及煤氣熱水爐，並於單位內設有獨立煤氣錶。煤氣熱水爐的位置請參閱第152頁至195頁的「機電裝置數量說明表」。
i.	洗衣機接駁點	廚房均設有洗衣機來去水接駁喉位。
j.	供水	冷水及熱水喉採用配有隔熱絕緣保護之銅喉，水管是部分隱藏及部分外露 ² 。浴室及廚房有熱水供應。

22. 裝置、裝修物料及設備

FITTINGS, FINISHES AND APPLIANCES

4. 雜項

a.	升降機	每座均裝設四部「迅達」電梯 (產品型號：Schindler 7000)。 69號電梯連接18座G/F、1/F、2/F及各住宅樓層(35/F除外) 70號電梯連接18座G/F、2/F及各住宅樓層(1/F及35/F除外) 71號電梯連接18座G/F、2/F及各住宅樓層(1/F及35/F除外) 72號電梯連接18座G/F、2/F及各住宅樓層(1/F、33/F及35/F除外) 73號電梯連接19座G/F、2/F及各住宅樓層(1/F、36/F及37/F除外) 74號電梯連接19座G/F、2/F及各住宅樓層(1/F及37/F除外) 75號電梯連接19座G/F、2/F及各住宅樓層(1/F及37/F除外) 76號電梯連接19座G/F、1/F、2/F及各住宅樓層(37/F除外) 77號電梯連接20座G/F、1/F、2/F及各住宅樓層(37/F除外) 78號電梯連接20座G/F、2/F及各住宅樓層(1/F及37/F除外) 79號電梯連接20座G/F、2/F及各住宅樓層(1/F及37/F除外) 80號電梯連接20座G/F、2/F及各住宅樓層(1/F、36/F及37/F除外) 81號電梯連接21座G/F、2/F及各住宅樓層(1/F、37/F及38/F除外) 82號電梯連接21座G/F、2/F及各住宅樓層(1/F及38/F除外) 83號電梯連接21座G/F、2/F及各住宅樓層(1/F及38/F除外) 84號電梯連接21座G/F、1/F、2/F及各住宅樓層(38/F除外)
b.	信箱	各住宅單位於2/F住客入口大堂設有不銹鋼及塑料信箱一個。
c.	垃圾收集	每層住宅樓層於公用地方均設有垃圾收集房 (各座1/F、18座35/F、19座及20座37/F及21座38/F除外)，由清潔工人定時收集垃圾。
d.	水錶、電錶及氣體錶	各住宅單位內設有獨立煤氣錶。另每層之錶房均裝有每戶專用之獨立水錶及電錶。

5. 保安設施

a.	保安系統	各住宅單位均設有可攜式視像對講機，單位大門裝有無線防盜門磁系統，另設有無線防盜警鐘擊連接管理處。各座G/F及2/F住客入口大堂設有訪客對講機、智能咭讀咭機及密碼門鎖；G/F及2/F住客入口大堂及2/F平台花園均設有閉路電視系統。
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6. 設備

隨樓附送的設備的品牌名稱及產品型號請參閱第141頁至142頁的「分體式冷暖氣機型號說明表」、第143頁的「變頻多聯式冷暖氣機型號說明表」、第143頁的「煤氣熱水爐型號說明表」、第144頁至147頁的「廚房設備說明表」及第148頁至151頁的「浴室裝置及設備說明表」。

21座37/F及38/F之A單位：客廳裝設LG電視 (型號: LG 55E6P 55" 4K Smart OLED iDTV)；家庭廳裝設LG電視 (型號: LG 43UH6100 4K 43" iDTV)、Gaggenau雪櫃 (型號: RC200) 及Miele咖啡機 (型號: CM7500)；平台裝設GlammFire火爐 (型號: cosmo 13)。

賣方承諾如該項目中沒有安裝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：標準單位是指18座3/F至32/F、19座及20座3/F至35/F及21座3/F至36/F之各住宅單位。

複式單位是指18座G/F及1/F、33/F及35/F；19座及20座G/F及1/F、36/F及37/F；21座G/F及1/F、37/F及38/F 之各住宅單位。

各座不設4樓、13樓、14樓、24樓及34樓。

1. 除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。
2. 除部分隱藏於混凝土內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆、指定之槽位或其他物料遮蓋。

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