11. 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台，工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
屋號 House	樓層 Floor		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1	地下 G/F	93.827 (1010) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.438 (26)	-	-	107.055 (1152)	-	-	-	-	-
	1/F	98.052 (1055) 露台 Balcony : 3.045 (33) 工作平台 Utility Platform : 1.5 (16)	-	2.438 (26)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	138.627 (1492) 露台 Balcony : 3.675 (40) 工作平台 Utility Platform : 1.5 (16)	-	-	-	40.208 (433)	-	-	36.634 (394)	9.047 (97)	-	-
2	地下 G/F	93.286 (1004) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.438 (26)	-	-	107.724 (1160)	-	-	-	-	-
	1/F	97.511 (1050) 露台 Balcony : 3.045 (33) 工作平台 Utility Platform : 1.5 (16)	-	2.438 (26)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	137.791 (1483) 露台 Balcony : 3.675 (40) 工作平台 Utility Platform : 1.5 (16)	-	-	-	40.208 (433)	-	-	36.634 (394)	9.047 (97)	-	-
3	地下 G/F	93.286 (1004) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.438 (26)	-	-	109.332 (1177)	-	-	-	-	-
	1/F	97.511 (1050) 露台 Balcony : 3.045 (33) 工作平台 Utility Platform : 1.5 (16)	-	2.438 (26)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	137.791 (1483) 露台 Balcony : 3.675 (40) 工作平台 Utility Platform : 1.5 (16)	-	-	-	40.208 (433)	-	-	36.634 (394)	9.047 (97)	-	-
6	地下 G/F	93.827 (1010) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.438 (26)	-	-	105.710 (1138)	-	-	-	-	-
	1/F	98.052 (1055) 露台 Balcony : 3.045 (33) 工作平台 Utility Platform : 1.5 (16)	-	2.438 (26)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	138.627 (1492) 露台 Balcony : 3.675 (40) 工作平台 Utility Platform : 1.5 (16)	-	-	-	40.208 (433)	-	-	36.634 (394)	9.047 (97)	-	-
8	全幢 Whole Block	316.422 (3406) 露台 Balcony : 4.988 (54) 工作平台 Utility Platform : 1.5 (16)	-	2.835 (31)	-	22.837 (246)	183.475 (1975)	-	62.681 (675)	6.253 (67)	-	-

物業的描述 Description of Residential Property		實用面積 (包括露台，工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
屋號 House	樓層 Floor		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
9	地下 G/F	90.864 (978) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	69.941 (753)	-	-	-	-	-
	1/F	93.403 (1005) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	128.074 (1379) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
10	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	76.905 (828)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
11	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	76.647 (825)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
12	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	74.016 (797)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-

11. 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台，工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
屋號 House	樓層 Floor		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
15	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	81.608 (878)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
16	地下 G/F	90.864 (978) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	102.859 (1107)	-	-	-	-	-
	1/F	93.403 (1005) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	128.074 (1379) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
18	全幢 Whole Block	298.269 (3211) 露台 Balcony : 4.955 (53) 工作平台 Utility Platform : 1.5 (16)	-	-	-	19.372 (209)	180.200 (1940)	-	58.147 (626)	9.738 (105)	-	-
20	地下 G/F	90.864 (978) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	46.362 (499)	-	-	-	-	-
	1/F	93.403 (1005) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	128.074 (1379) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-

物業的描述 Description of Residential Property		實用面積 (包括露台，工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
屋號 House	樓層 Floor		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
21	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	52.734 (568)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
22	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	66.149 (712)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
23	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	69.450 (748)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
26	地下 G/F	90.161 (970) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	76.994 (829)	-	-	-	-	-
	1/F	92.700 (998) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	126.669 (1363) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-

11. 發展項目中的住宅物業的面積

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台，工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including Balcony, Utility Platform and Verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area of other specified items (Not included in the Saleable Area) 平方米(平方呎) sq. metre (sq. ft.)									
屋號 House	樓層 Floor		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
28	地下 G/F	90.864 (978) 露台 Balcony : - 工作平台 Utility Platform : -	-	2.320 (25)	-	-	126.159 (1358)	-	-	-	-	-
	1/F	93.403 (1005) 露台 Balcony : 2.841 (31) 工作平台 Utility Platform : -	-	2.320 (25)	-	-	-	-	-	-	-	-
	2/F & 3/F 複式 Duplex	128.074 (1379) 露台 Balcony : - 工作平台 Utility Platform : -	-	-	-	29.676 (319)	-	-	43.156 (465)	7.316 (79)	-	-
29	地庫及地下複式 B/F & G/F Duplex	143.794 (1548) 露台 Balcony : - 工作平台 Utility Platform : -	-	1.810 (19)	-	2.269 (24)	52.022 (560)	-	-	-	-	-
	1/F & 2/F 複式 Duplex	146.657 (1579) 露台 Balcony : - 工作平台 Utility Platform : -	-	3.145 (34)	-	6.670 (72)	-	-	61.276 (660)	5.280 (57)	-	-
30	地庫及地下複式 B/F & G/F Duplex	142.682 (1536) 露台 Balcony : - 工作平台 Utility Platform : -	-	1.810 (19)	-	2.269 (24)	27.700 (298)	-	-	-	-	-
	1/F & 2/F 複式 Duplex	144.990(1561) 露台 Balcony : - 工作平台 Utility Platform : -	-	3.145 (34)	-	6.670 (72)	-	-	61.276 (660)	5.280 (57)	-	-
31	地庫及地下複式 B/F & G/F Duplex	142.212 (1531) 露台 Balcony : - 工作平台 Utility Platform : -	-	1.810 (19)	-	2.269 (24)	26.646 (287)	-	-	-	-	-
	1/F & 2/F 複式 Duplex	144.990 (1561) 露台 Balcony : - 工作平台 Utility Platform : -	-	3.145 (34)	-	6.670 (72)	-	-	61.276 (660)	5.280 (57)	-	-
32	地庫及地下複式 B/F & G/F Duplex	142.683 (1536) 露台 Balcony : - 工作平台 Utility Platform : -	-	1.810 (19)	-	2.269 (24)	36.245 (390)	-	-	-	-	-
	1/F & 2/F 複式 Duplex	144.990 (1561) 露台 Balcony : - 工作平台 Utility Platform : -	-	3.145 (34)	-	6.670 (72)	-	-	61.276 (660)	5.280 (57)	-	-
33	地庫及地下複式 B/F & G/F Duplex	143.282 (1542) 露台 Balcony : - 工作平台 Utility Platform : -	-	1.810 (19)	-	2.269 (24)	49.915 (537)	-	-	-	-	-
	1/F & 2/F 複式 Duplex	145.854 (1570) 露台 Balcony : - 工作平台 Utility Platform : -	-	3.145 (34)	-	6.670 (72)	-	-	61.276 (660)	5.280 (57)	-	-

實用面積及屬該住宅物業其他指明項目的面積是按《一手住宅物業銷售條例》第8條及附表二第2部的計算分別得出的。

The saleable area and area of other specified items of the residential properties are calculated respectively in accordance with Section 8 and Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

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.

地庫平面圖
Basement Floor Plan

停車位數目及面積
Number and Area of Parking Spaces

比例尺 SCALE 0M(米) 15M(米)

停車位類別 Type of Parking Space	位置 Location	數量 Number	尺寸(長 x 闊)(米) Dimension (L x W)(m)	每個車位面積(平方米) Area of each parking space (sq. m)
住客私家車位 Residential Private Car Parking Space	地庫 B/F	46	5.0 x 2.5	12.5
住客暢通易達停車位 Residential Accessible Car Parking Space		1	5.0 x 3.5	17.5
住客電單車車位 Residential Motorcycle Parking Space		6	2.4 x 1	2.4
訪客私家車位 Visitor's Private Car Parking Space		5	5.0 x 2.5	12.5

地下平面圖
Ground Floor Plan

比例尺
SCALE 0M(米) 15M(米)

停車位數目及面積
Number and Area of Parking Spaces

停車位類別 Type of Parking Space	位置 Location	數量 Number	尺寸(長 x 闊)(米) Dimension (L x W)(m)	每個車位面積(平方米) Area of each parking space (sq. m)
住客暢通易達停車位 Residential Accessible Car Parking Space	地下 G/F	1	5.0 x 3.5	17.5

13. 臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

1. 買方在簽立臨時買賣合約時向賣方(擁有人)繳付相等於樓價5%之臨時訂金。
2. 買方在簽署臨時買賣合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身份持有。
3. 如買方沒有在訂立該臨時買賣合約之後的5個工作日內簽立正式買賣合約 -
   i. 該臨時買賣合約即告終止；及
   ii. 買方支付的臨時訂金，即予沒收；及
   iii. 賣方(擁有人)不得就買方沒有簽立正式買賣合約，而對買方提出進一步申索。

1. A preliminary deposit which is equal to 5% of the purchase price is payable by the purchaser to the vendor (the owner) upon signing of the preliminary agreement for sale and purchase.
2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement for sale and purchase will be held by a firm of solicitors acting for the owner, as stakeholders.
3. If the purchaser fails to sign the formal agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement for sale and purchase -
   i. that preliminary agreement for sale and purchase is terminated; and
   ii. the preliminary deposit paid by the purchaser is forfeited; and
   iii. the vendor (the owner) does not have any further claim against the purchaser for the failure.

1. 發展項目的公用部分

「公用地方與設施」統指屋苑公用地方與設施（擬供屋苑全體擁有人及佔用人及/或使用及到訪屋苑的人公用及共享的屋苑部分）、住宅公用地方與設施（擬供單元房及獨立洋房擁有人及佔用人公用及共享的屋苑部分）、停車場公用地方與設施（擬供停車位或電單車車位每位擁有人與停車位或電單車車位所有其他擁有人公用及共享）及相關的任何副公契所指定的其他公用地方與設施，並在適用的情況下包括《建築物管理條例》(第344章)附表1所列明合適和相關的公用部分。

「屋苑公用地方與設施」包括但不限於(a)地基、柱、橫樑及其他結構性支承物；(b)只為識別目的而在附於公契的圖則上以橙色顯示的地方；(c)該土地上或屋苑內的斜坡構築物；(d)消防及滅火設備及裝置；(e)所有供屋苑整體公用及共享的裝置及儀器，包括污水渠、排水渠、水道、電纜、水管、電線、管槽、泵、供電、供水及排放雨水、廢水及廢物的機械設備及裝置；(f)供屋苑整體公用及共享，並會或在任何時候可能會在內、下面或上面或穿過屋苑而向屋苑或其任何部分提供或輸送食水、污水、煤氣、電力、垃圾及任何其他服務的污水渠、排水渠、水道、水管、溝、電線及電纜及其他服務設施，而不論其是否管道式；(g)屋苑內的燈柱及照明；(h)供屋苑整體公用及共享的公共電視天線、衛星電視天線、調頻/收音機天線(如有的話)及照明導體；(i)消防泵及設備、花架、自動灑水裝置、自動煙霧感應系統、空調機及設備、通風空調系統；(j)變壓房；及(k)供屋苑整體公用及共享的其他服務設施、機械及電力裝置及設備及系統。

「住宅公用地方與設施」包括但不限於住宅大廈的所有外牆、會所、訪客停車位、只為識別目的而在附於公契的圖則上以粉紅色顯示的地方(不包括屋苑內屬於任何指定擁有人持有、使用、佔用及享用的地方)、人工照明系統及後備自動開啟緊急照明系統、公共天線、衛星接收碟、廣播接收和資訊傳播或電訊系統、消防及滅火設備及裝置，以及所有供每棟住宅大廈及每棟獨立洋房公用及共享，並提供電力、鹹水及食水及煤氣、及排放雨水及廢水及廢物的污水渠、排水渠、水道、電纜、水管、電線、管道、泵、機械、機器及裝置。

「停車場公用地方與設施」包括但不限於電風扇房、電錶房、消防水錶房、斜道、車道、樓梯、階梯及並非在停車場平面圖顯示為停車位及電單車車位的其他停車場空間(不構成位於屋苑地庫及地下的「住宅公用地方」及「屋苑公用地方」一部分)並只為識別目的而在附於公契的圖則上以藍色顯示的地方、水管、排水渠、電線、電纜、排氣口及任何其他為供停車場(不構成位於屋苑地庫的「住宅公用設施」及「屋苑公用設施」一部分)的停車位及電單車車位公用及共享而裝置的設施。

2. 分配予發展項目中的每個住宅物業的不可分割份數的數目

屋號	樓層	不可分割份數的數目
1	地下	107/8500
	1樓	102/8500
	2樓及3樓複式	156/8500
2	地下	107/8500
	1樓	101/8500
	2樓及3樓複式	155/8500
3	地下	107/8500
	1樓	101/8500
	2樓及3樓複式	155/8500
6	地下	107/8500
	1樓	102/8500
	2樓及3樓複式	156/8500
8	全幢	355/8500
9	地下	99/8500
	1樓	96/8500
	2樓及3樓複式	144/8500
10	地下	99/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
11	地下	99/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
12	地下	100/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
15	地下	101/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
16	地下	103/8500
	1樓	96/8500
	2樓及3樓複式	144/8500

屋號	樓層	不可分割份數的數目
18	全幢	336/8500
20	地下	97/8500
	1樓	96/8500
	2樓及3樓複式	144/8500
21	地下	98/8500
	1樓	95/8500
	2樓及3樓複式	143/8500
22	地下	98/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
23	地下	98/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
26	地下	99/8500
	1樓	95/8500
	2樓及3樓複式	142/8500
28	地下	105/8500
	1樓	96/8500
	2樓及3樓複式	144/8500
29	地庫及地下複式	150/8500
	1樓及2樓複式	162/8500
30	地庫及地下複式	146/8500
	1樓及2樓複式	161/8500
31	地庫及地下複式	146/8500
	1樓及2樓複式	161/8500
32	地庫及地下複式	147/8500
	1樓及2樓複式	161/8500
33	地庫及地下複式	150/8500
	1樓及2樓複式	162/8500

*不設第4、5、7、13、14、17、19、24、25及27號屋。

3. 發展項目的管理人的委任年期

管理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止管理人的委任為止。

4. 發展項目中的住宅物業的擁有人之間分擔管理開支的計算基準

每個住宅單位的擁有人應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔發展項目的管理開支（包括管理人酬金）。該應繳的份額比例，應與分配給該擁有人的單元房或獨立洋房的管理份數佔分配給發展項目內所有單元房或獨立洋房的總管理份數的比例相同。

5. 計算管理費按金的基準

管理費按金相等於按管理預算案須繳交的三個月管理費，而該按金不能超出首個年度管理預算案所釐定費用的百分之二十五。

6. 擁有人在發展項目中保留作自用的範圍（如有的話）

不適用。

註: 除非本售樓説明書另有規定，本公契的摘要內所採用的詞彙與該詞彙在公契內的意思相同。

SUMMARY OF DEED OF MUTUAL COVENANT

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

"Common Areas and Facilities" means collectively the Estate Common Areas and Facilities (those parts of the Estate which are designated and/or intended for the common use and benefit of all Owners and occupiers of the Estate as a whole and/or persons using or visiting the Estate), the Residential Common Areas and Facilities (those parts of the Estate which are designated and/or intended for the common use and benefit of the Owners and occupiers of the Flats and the Detached Houses), the Car Park Common Areas and Facilities (for the use and benefit of each Owner of a Car Parking Space or a Motorcycle Parking Space in common with all other Owners of the Car Parking Spaces and the Motorcycle Parking Spaces) and other common areas and facilities to be designated in any Sub-Deed and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344).

"The Estate Common Areas and Facilities" includes but not limited to (a) the foundations, columns, beams and other structural supports; (b) the areas for identification purpose only shown on the plans annexed to the Deed of Mutual Covenant and thereon coloured orange; (c) the slopes structures within the Land or Estate; (d) the fire preventing and fighting equipment and installations; (e) all installations and apparatus including sewers, drains, water courses and mains, cables, pipes, wires, ducts, pumps, plant and machinery and devices for the supply of electricity, water and the discharge of rain and waste water and waste; (f) such of the sewers, drains, water courses, pipes, gutters, wires and cables and other service facilities whether ducted or otherwise for the use and benefit of the Estate as a whole which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity, refuse and any other services are supplied to or discharged from the Estate or any part or parts thereof; (g) lamp posts and lighting within the Estate; (h) communal television antennae, satellite T.V. antennae, FM/radio aerial (if any) and lightning conductor for the use and benefit of the Estate; (i) fire-fighting pumps and equipment, planters, automatic sprinkler installations, automatic fire detection system, air-conditioning plants and equipment, ventilation air-condition system; (j) Transformer Rooms; and (k) other services and facilities, mechanical and electrical appliances and equipment and systems for the use and benefit of the Estate as a whole.

"The Residential Common Areas and Facilities" includes but not limited to all the external walls of the Residential Blocks, the Club House, the Visitors Car Parking Spaces, the areas shown for identification purpose only shown and coloured pink on the plans annexed to the Deed of Mutual Covenant, the artificial lighting system and the backed up automatically activated emergency lighting system, the communal aerial(s), satellite dish(es), broadcast receipt and information distribution or telecommunications systems, fire preventing and fighting equipment and installations and all installations and apparatus including sewers, drains, water mains, cables, pipes, wires, ducts, pumps, plant and machinery and devices for the supply of electricity, salt and fresh water and gas and the discharge of rain and waste water and waste and equipment for the common use and benefit of each Residential Block and each Detached House.

"The Car Park Common Areas and Facilities" includes but not limited to fan rooms, electrical meter room, F.S. water meter cabinet, ramps, driveways, staircases, steps and other spaces within the Car Park (not being parts of the Residential Common Areas and the Estate Common Areas situate at the Basement Floor and Ground Floor of the Estate) which are not shown as Car Parking Spaces and Motorcycle Parking Spaces on the Car Park Layout Plan as are for identification purpose only shown and coloured indigo on the plan annexed to the Deed of Mutual Covenant, water pipes, drains, wires, cables, smoke vents and any other facilities installed for the use and benefit of the Car Parking Spaces and the Motorcycle Parking Spaces within the Car Park (not being parts of the Residential Common Facilities and the Estate Common Facilities situate at the Basement Floor of the Estate).

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

House	Floor	No. of Undivided Shares
1	G/F	107/8500
	1/F	102/8500
	2/F & 3/F Duplex	156/8500
2	G/F	107/8500
	1/F	101/8500
	2/F & 3/F Duplex	155/8500
3	G/F	107/8500
	1/F	101/8500
	2/F & 3/F Duplex	155/8500
6	G/F	107/8500
	1/F	102/8500
	2/F & 3/F Duplex	156/8500
8	Whole Block	355/8500
9	G/F	99/8500
	1/F	96/8500
	2/F & 3/F Duplex	144/8500
10	G/F	99/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
11	G/F	99/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
12	G/F	100/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
15	G/F	101/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
16	G/F	103/8500
	1/F	96/8500
	2/F & 3/F Duplex	144/8500

House	Floor	No. of Undivided Shares
18	Whole Block	336/8500
20	G/F	97/8500
	1/F	96/8500
	2/F & 3/F Duplex	144/8500
21	G/F	98/8500
	1/F	95/8500
	2/F & 3/F Duplex	143/8500
22	G/F	98/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
23	G/F	98/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
26	G/F	99/8500
	1/F	95/8500
	2/F & 3/F Duplex	142/8500
28	G/F	105/8500
	1/F	96/8500
	2/F & 3/F Duplex	144/8500
29	B/F & G/F Duplex	150/8500
	1/F & 2/F Duplex	162/8500
30	B/F & G/F Duplex	146/8500
	1/F & 2/F Duplex	161/8500
31	B/F & G/F Duplex	146/8500
	1/F & 2/F Duplex	161/8500
32	B/F & G/F Duplex	147/8500
	1/F & 2/F Duplex	161/8500
33	B/F & G/F Duplex	150/8500
	1/F & 2/F Duplex	162/8500

*Houses 4, 5, 7, 13, 14, 17, 19, 24, 25 and 27 are omitted.

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

4. **The basis on which the management expenses are shared among the owners of the residential properties in the development**
   The Owner of each residential unit shall contribute towards the management expenses (including the Manager's remuneration) of the development by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Residential Management Budget which due proportion shall be the same proportion as the number of Management Units allocated to his Flat or Detached House bears to the total number of Management Units allocated to all the Flats and Detached House in the development.

5. **The basis on which the management fee deposit is fixed**
   The management fee deposit is equivalent to three months' management contribution to Management Expenses provided that such deposit shall not be more than 25% of the first year budgeted Management Expenses.

6. **The area (if any) in the development retained by the vendor for its own use**
   Not applicable.

Remarks: Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the Deed of Mutual Covenant.

1. 發展項目位於丈量約分第122約地段第1740號（「該地段」）。

2. 「該地段」是根據日期為2001年6月29日的「換地條件」並在土地註冊處註冊為新批土地契約第YL4598號，並經3份日期分別為2002年4月9日、2003年9月26日及2006年4月28日並在土地註冊處註冊摘要編號為YL1007385、YL1063666及06051002470012的批約修訂書而作出更改或修改，再經五封由元朗地政處發出而日期分別為2004年5月20日、2005年6月30日、2006年7月26日、2007年2月26日及2007年4月23日的信函而作出修訂或修改 (「批地文件」) 租用「該地段」的條款，租期從2001年6月29日起計為期50年。

3. **「批地文件」特別批地條款第 (10) 條規定：**

「該地段」或其任何部分或現已或將會興建於該處的建築物或任何建築物部分，除作私人住宅用途外，不可作任何其他用途。

4. **「批地文件」特別批地條款第 (5) (a) 條規定：**

(a)「承批人」必須：

(i) 自2006年4月28日起計的12個曆月內，或「署長」批准之其他延長期限，自費以「署長」批准的方式、材料、標準、水平、定線設計，以全面令「署長」滿意為止：

(I) (A) 鋪設及塑造在「批地文件」所夾附的圖則A上以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色區域」)；及

(B) 提供和興建「署長」自行酌情認為需要的橋樑、隧道、上跨路、下通道、涵洞、高架道路、天橋、行人路、道路或其他構築物 (以下統稱「綠色區域構築物」)，

以致可在「綠色區域」興建建築物及供車輛和行人往來；

(II) (A) 鋪設及塑造在「批地文件」所夾附的圖則A上以黃色顯示後興建公共道路範圍(以下簡稱「黃色區域」)；及

(B) 提供和興建「署長」自行酌情認為需要的橋、隧道、上跨路、下通道、涵洞、高架道路、天橋、行人路、道路或其他構築物(以下統稱「黃色區域構築物」)，

以致可在「黃色區域」興建建築物及供車輛和行人往來；

(ii) 自2006年4月28日起計的12個曆月內，或「署長」批准之其他延長期限，須按照「署長」要求而自費在「綠色區域」及「黃色區域」表面整飾、興建路緣及渠道，以及按「署長」要求為此等設施而提供集水溝、污水渠、排水渠、有管道連接水管的消防龍頭、街燈、交通標誌、街道設施及道路標記；

(iii) 自費維持與管理「綠色區域」連同「綠色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，在各方面均令「署長」滿意為止，並遵守由「署長」就此發出的任何指示，直至按照「批地文件」特別批地條款第 (6) (b) 條交還「綠色區域」的管有權為止；

(iv) 自費維持與管理「黃色區域」連同「黃色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，在各方面均令「署長」滿意為止，並遵守由「署長」就此發出的任何指示，直至按照「批地文件」特別批地條款第 (6) (c) 條交還「黃色區域」的管有權為止。

5. **「批地文件」特別批地條款第 (6) 條規定：**

（a） 僅為了進行「批地文件」特別批地條款第 (5) (a) 條指明的必要工程，「綠色區域」和「黃色區域」的管有權將會及當作在「本協議」訂立之日（即2001年6月29日）批予「承批人」。

（b） 「綠色區域」或其任何部分必須在「政府」要求時交回「政府」。在任何情況下，倘若「署長」發信表示其滿意「承批人」已圓滿履行此等批地條款的規定，「綠色區域」即被視作已交回「政府」。「承批人」在管有「綠色區域」或其任何部分期間，必須在所有合理時間允許所有「政府」車輛及公共車輛和行人免費通行及經越「綠色區域」或其任何部分，並需確保上述通行不會受到根據「批地文件」特別批地條款第 (5) 條或其他條款而進行的工程干預或妨礙。

（c） 「黃色區域」或其任何部分必須在「署長」自行酌情的情況下，在指明或要求的日期交回「政府」。為免生疑問，「政府」沒有責任取回「黃色區域」或其任何部分的管有權，但「政府」在絕對酌情認為合適的情況下，可取回「黃色區域」或其任何部分。「承批人」在管有「黃色區域」或其任何部分期間，必須在所有合理時間允許所有「政府」車輛及公共車輛和行人免費通行及經越「黃色區域」或其任何部分，並需確保上述通行不會受到根據「批地文件」特別批地條款第 (5) 條或其他條款而進行的工程干預或妨礙。

6. **「批地文件」特別批地條款第 (7) 條規定：**

「承批人」在未有「署長」事先書面同意的情況下，不得使用「綠色區域」及「黃色區域」或其任何部分作存放物品或興建任何臨時構築物或作其他用途，但為了進行「批地文件」特別批地條款第 (5) 條所指明的工程除外。

7. **「批地文件」特別批地條款第 (8) (a) 及 (b) 條規定：**

（a）當「承批人」在管有「綠色區域」或其任何部分期間，須於任何合理時間內:

（i） 允許「署長」、其官員、承判辦商及其授權的任何其他人有權進出、再進出及通行「該地段」及「綠色區域」，以便視察、查察及監督為遵守「批地文件」特別批地條款第 (5) (a) 條而進行的任何工程，以及為遵守「批地文件」特別批地條款第 (5) (b) 條而執行、視察、檢查及監管的任何工程，還有「署長」認為有必要在「綠色區域」內進行的任何其他工程；

（ii）當「政府」或有關公用事業公司要求時，允許「政府」及「政府」授權的有關公用事業公司有權進出、再進出及通行「該地段」及「綠色區域」，以便在「綠色區域」或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於敷設及其後保養一切喉管、電線、導管、電纜槽及其他擬為「該地段」或任何毗鄰或毗連土地或房產提供電話、電力、煤氣（如有的話）及其他服務而必要的傳導媒體及輔助設備。「承批人」須與「政府」以及其授權的有關公用事業公司就一切在「綠色區域」內進行上述工程的事宜充份合作；及

（iii）當「水務署」官員或其授權的其他人要求時，允許「水務署」官員及其授權的其他人士進出、再進出及通行「該地段」及「綠色區域」，以便進行與操作、保養、修理、更換及更改在「綠色區域」內的任何其他水務工程裝置有關的任何工程。

（b）當「承批人」在管有「黃色區域」或其任何部分期間，須於任何合理時間內:

（i） 允許「署長」、其官員、承判辦商及其授權的任何其他人等有權進出、再進出及通行「該地段」及「黃色區域」，以便視察、查察及監督為遵守「批地文件」特別批地條款第 (5) (a) 條而進行的任何工程，以及為遵守「批地文件」特別批地條款第 (5) (b) 條而執行、視察、檢查及監管的任何工程，還有「署長」認為有必要在「黃色區域」內進行的任何其他工程；

（ii）當「政府」或有關公用事業公司要求時，允許「政府」及「政府」授權的有關公用事業公司有權進出、再進出及通行「該地段」及「黃色區域」，以便在「黃色區域」或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於敷設及其後保養一切喉管、電線、導管、電纜槽及其他擬為「該地段」或任何毗鄰或毗連土地或房產提供電話、電力、煤氣（如有的話）及其他服務而必要的傳導媒體及輔助設備。「承批人」須與「政府」以及其授權的有關公用事業公司就一切在「黃色區域」內進行上述工程的事宜充份合作；及

（iii）當「水務署」官員或其授權的其他人士要求時，允許「水務署」官員及其授權的其他人士進出、再進出及通行「該地段」及「黃色區域」，以便進行與操作、保養、修理、更換及更改在「黃色區域」內的任何其他水務工程裝置有關的任何工程。

8. **「批地文件」特別批地條款第 (9) 條規定：**

「承批人」必須為發展「該地段」而興建一座或多座建築物，有關建築物須全面遵守「批地文件」及香港現時或於任何時間生效的所有關乎建築、衛生及規劃的條例、附例及規例。該等建築物必須在2004年6月30日或之前建成並使其適宜居住。

9. **「批地文件」特別批地條款第 (13) (a) 及 (b) 條規定：**

（a）經「署長」書面批准後，「承批人」可在「該地段」內豎設、建造及提供康樂設施及附屬設施（以下簡稱「該設施」）。「該設施」的類型、大小、設計、高度及處置須事先獲得「署長」書面批准。

（b）如按照本特別批地條款第 (a) 分條規定提供「該設施」：

（i） 承批人必須在本「換地條件」同意批予的年期內自費保養在「該地段」已經或今後任何時候可能興建建造及提供的「該設施」處於在維修充足及良好的狀況，並操作「該設施」以令「署長」滿意為止；及

（ii） 「該設施」只能由「該地段」內已興建或擬興建的建築物的住客及其真正訪客，而並非供其他人士使用。

10. **「批地文件」特別批地條款第 (14) 條規定：**

未經「署長」事先書面同意，任何人不得干擾種植在「該地段」上或毗連「該地段」附近的樹木。當「署長」發出書面同意時，可施加其認為合適的關於樹木移植、補償性園景建構或重植的條款。

11. **「批地文件」特別批地條款第 (15) 條規定：**

「承批人」必須自費在「該地段」及平台(如有的話)任何無建築結構的部分作環境美化及栽種樹木和灌木，其後並需維持和保持該處清潔、整齊及健康，以全面令「署長」滿意為止。

12. **「批地文件」特別批地條款第 (16) (a) (ii) 及 (d) 條規定：**

（a）在「該地段」內所提供的看更或管理員辦事處或兩者須受以下條件限制：

(ii) 該辦事處除供完全及必須受僱於「該地段」內工作的看更或管理員作辦事處外，不得作任何其他用途。

（d）根據本特別批地條款第 (a) 分條在「該地段」內所提供的辦事處須指定為並構成「批地文件」特別批地條款 (23) 條第 (a) (v) 分條所提述的「公用地方」。

13.「**批地文件**」**特別批地條款第 (17) (a) (iii) 及 (c) 條規定：**

（a） 在「該地段」內所提供的看更或管理員宿舍或兩者須受以下條件限制：

(iii) 該宿舍除供完全及必須受僱於「該地段」內工作的看更或管理員作住所外，不得作任何其他用途。

（c） 根據本特別批地條款第 (a) 分條在「該地段」內所提供的看更或管理員宿舍或兩者須指定為並構成「批地文件」特別批地條款第 (23) 條第 (a) (v) 分條所提述的「公用地方」。

14.「**批地文件**」**特別批地條款第 (18) (a) (i) 及 (c) 條規定：**

（a） 在「該地段」內所提供的一間業主立案法團或業主委員會辦事處須受以下條件限制：

(i) 該辦事處除供為現已或將會興建在「該地段」上各建築物而成立或將會成立的業主立案法團或業主委員會作舉行會議及處理行政工作外，不得作任何其他用途。

（c） 根據本特別批地條款第 (a) 分條在「該地段」內所提供的辦事處須指定為並構成「批地文件」特別批地條款第 (23) 條第 (a) (v) 分條所提述的「公用地方」。

15.「**批地文件**」**特別批地條款第 (27) (a)、(b)、(c) 及 (d) (ii) 條規定：**

（a） 提供予住宅單位的停車位或汽車間除用作停泊根據《道路交通條例》持牌，並且屬於現已或將會興建在「該地段」上各建築物的住戶及其真正訪客、來賓或賓客的車輛外，不得作任何用途。

（b） 在「該地段」內提供為令「署長」滿意的五個停車位除用作停泊根據《道路交通條例》持牌，並且屬於現已或將會興建在「該地段」上各建築物的真正訪客、來賓或賓客的車輛外，不得作任何用途。該等停車位須指定為並構成「批地文件」特別批地條款第 (23) 條第 (a) (v) 分條所提述的「公用地方」。

（c） 根據本特別批地條款第 (a) 及 (b) 分條所提供予住宅單位的停車位及訪客停車位或汽車間除用作該等分條指明的各自用途外，不得作其他用途，其中特別禁止該等停車位存放、陳列或展示車輛招售等。

（d） (ii) 電單車停車位除用作停泊根據《道路交通條例》持牌，並且屬於現已或將會興建在「該地段」上各建築物的住戶、真正訪客、來賓或賓客的電單車外，不得作其他用途，其中特別禁止該等停車位存放、陳列及或展示電單車招售等。

16. 「**批地文件**」**特別批地條款第 (31) (a) 條規定：**

（a）倘若有或已有任何土地遭削去、拆除或重新設置，或任何建造、填土或任何類型的斜坡處理工程，不論是否已經獲得「地政總署署長」事先同意，無論在該地段範圍內或任何政府地段，如是為了或是有關構成、平整或發展該地段或相關的任何部分，或是根據批地條款而須進行的任何其他工程，或為任何其他目的，「承批人」須自費進行和建設於當時或在其後任何時間有必要或可能需要的斜坡處理工程、護土牆或其他承托、防護、排水或附屬或其他工程，以保護及支撐該地段及任何相鄰或毗鄰該地段的政府土地或租用土地，並避免和防止其後出現滑土、山泥傾瀉或地陷的情況。「承批人」須時刻在特此同意批准的年期內，自費維持該土地、斜坡處理工程、護土牆或其他承托、防護、排水或附屬或其他工程在維修充足及良好的狀況，令「署長」滿意為止。

17. 「**批地文件**」**特別批地條款第 (33) 條規定：**

「承批人」特此確認「該地段」的地層可能有含溶洞大理石，並接受當發展或再發展「該地段」時必需進行廣泛的岩土勘察。「承批人」進一步接受該勘察可能顯示需要一個有經驗的岩土工程師高度參與在「該地段」上所須進行有關岩土方面的工程設計及監督。「承批人」特此確認因進行任何岩土勘察、設計工程、建築、監督或任何其他事宜所產生的一切費用、收費或其他開支均由「承批人」完全負責。「承批人」進一步確認政府毋須就該等費用、收費或其他開支承擔任何責任。

18. 「**批地文件**」**特別批地條款第 (34) 條規定：**

當發展或再發展「該地段」或其任何部分時，如有預應力地錨在「該地段」安裝，「承批人」須在該等預應力地錨使用年限內自費為該等預應力地錨進行定期保養和定期監察，以令「署長」滿意為止，並在「署長」絕對酌情的情況下不時要求向「署長」就該等監督工程提供報告和資料。如「承批人」疏忽或未能執行所要求的監督工作，「署長」可能即時進行監督工程，而「承批人」須在「署長」要求時向「政府」支付有關費用。

19. 「**批地文件**」**特別批地條款第 (35) (a) 條規定：**

（a）如有泥石或廢礫由「該地段」或受「該地段」發展影響的其他地方沖蝕及沖刷至公眾巷或道路或道路暗渠、前濱或海床、污水渠、雨水渠、大溝渠或其他政府產業，「承批人」須承擔責任並自費移走在公眾巷或道路或道路暗渠、污水渠、雨水渠、大溝渠、前濱或海床或其他政府產業的泥石或廢礫，並且修理妥善任何在公眾巷或道路或道路暗渠、污水渠、雨水渠、大溝渠、前濱或海床或其他政府產業所做成的損失。「承批人」須就上述因沖蝕及沖刷對私人財產所造成的任何損害或妨擾以致一切訴訟、索償及要求向政府作出彌償。

20. **「批地文件」特別批地條款第 (40) 條規定：**

「承批人」須自費以「署長」滿意的方式，不論在「該地段」的邊界內或「政府」土地上興建及保養排水渠和集水渠，「署長」認為必要將所有下降或流入「該地段」上的暴雨水及雨水截流及運送至最近的河道、集水井、集水渠或雨水渠。「承批人」須就上述因暴雨或雨水所造成的任何損害或妨擾以致一切訴訟、索償及要求獨自負責，並向政府及其官員作出彌償。

21. **「批地文件」特別批地條款第 (42) 條規定：**

「署長」可能在敷設渠管及將其投入運作時進行接駁「該地段」任何排水渠及污水渠至「政府」雨水渠及污水渠的工程，但概不會負責「承批人」因工程而引致的損失或損害。「承批人」在「政府」要求時必須向「政府」付款。或者，該接駁工程由「承批人」自費建造至「署長」滿意為止。「承批人」在「政府」要求時必須將「政府」土地上所建造的該接駁工程的任何部分交還予「政府」，並由「政府」自費負責將來的保養。「承批人」在「政府」要求時，向須「政府」支付該接駁工程的技術審核費用。

22. **「批地文件」特別批地條款第 (47) 條規定：**

「承批人」在「政府」要求時必須向「政府」支付不論是在「該地段」上或是在其毗鄰土地上如在附於「批地文件」的圖則 1 所顯示和標記的範圍內現有輸水管改道的費用。該費用須由「政府」決定並且是最終決定，並對「承批人」具約束力。

23. **「批地文件」特別批地條款第 (48) 條規定：**

在「批地文件」協定的整個批租年期內：

(a) 「承批人」須自費以「消防處處長」滿意的方式：

(i) 提供適當的通道供消防器材及消防人員進出現已或將會在「該地段」上豎立或建設的建築物或構築物；

(ii) 在任何時間允許消防人員及消防器材暢通無阻地使用該通道；

(iii) 維持該通道開放及暢通無阻；及

(b) 「承批人」須允許「消防處處長」、其官員、傭僕或代理人不論事前有否發出通知在任何合理時間進入在「該地段」上、或其任何部分、又或現已或將會在其上面豎立或建設的任何建築物或構築物、或其任何部分、從而進行檢查以確保本特別批地條款第 (a) 分條所提述的規定已圓滿履行。

24. **「批地文件」特別批地條款第 (49) 條規定：**

「承批人」須自費以「消防處處長」滿意的方式，按照「消防處處長」自行酌情要求而在「該地段」內(或如事前獲得「署長」書面同意及批准，在任何毗鄰或毗連的「政府」土地上)及在現已或將會在「該地段」上面興建的任何建築物內「消防處處長」所要求的位置提供消防龍頭、滅火設備、抽水接駁裝置及(《消防條例》所界定的)其他消防裝置和設備。「承批人」須自費保養該等消防龍頭、滅火設備、抽水接駁裝置及其他消防裝置和設備，以保持其狀態良好，並令「消防處處長」滿意為止。

25. **「批地文件」特別批地條款第 (51) (a) 條規定：**

(a) 「政府」或其獲受權人員會或可能會在「該地段」或其任何部分或「該地段」外(不論是否代表「承批人」進行或「承批人」沒有進行此等工程或是其他原因)進行任何工程，費用由「承批人」承擔，或者在「政府」要求時，「承批人」須向「政府」繳付有關工程費用。該等費用包括由「政府」或其獲受權人員釐定的監督工程費用及經營成本。

附註： 根據5封由元朗地政處發出而日期分別為2004年5月20日、2005年6月30日、2006年7月26日、2007年2月26日及2007年4月23日的信函，「批地文件」特別批地條款第 (9) 條所指完成發展項目的日期 (即2004年6月30日) 最後順延至2007年6月30日。

1. The development is situated on Lot No.1740 in Demarcation District No.122. (the "lot").

2. The lot is held under the Conditions of Exchange dated 29th June 2001 and registered in the Land Registry as New Grant No. YL4598 as varied or modified by three Modification Letters respectively dated 9th April 2002, 26th September 2003 and 28th April 2006 and registered in the Land Registry by Memorial Nos. YL1007385, YL1063666 and 06051002470012 and as amended and modified further by five letters issued by District Lands Office, Yuen Long respectively dated 20th May 2004, 30th June 2005, 26th July 2006, 26th February 2007 and 23rd April 2007 (the "Land Grant") for a term of 50 years from 29th June 2001.

3. **Special Condition No.(10) 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 private residential purposes.

4. **Special Condition No.(5)(a) of the Land Grant stipulates that:**

(a) The Grantee shall:

(i) within 12 calendar months from the 28th day of April 2006 or such other extended period 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) (A) lay and form those portions of future public roads shown coloured green on PLAN A annexed to the Land Grant (hereinafter referred to as "the Green Area"); and

(B) 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 Green Area Structures")

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

(II) (A) lay and form that portion of future road shown coloured yellow on PLAN A annexed to the Land Grant (hereinafter referred to as "the Yellow Area"); and

(B) 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 Yellow Area Structures")

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

(ii) within 12 calendar months from the 28th day of April 2006 or such other extended period as may be approved by the Director, at his own expenses and to the satisfaction of the Director, surface, kerb and channel the Green Area and 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 may require;

(iii) maintain and manage at his own expense and in all aspects to the satisfaction of the Director and in compliance with any directions as the Director may give in respect thereof, the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(6)(b) hereof; and

(iv) maintain and manage at his own expense and in all aspects to the satisfaction of the Director and in compliance with any directions as the Director may give in respect thereof, the Yellow Area together with the Yellow Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Yellow Area has been delivered in accordance with Special Condition No.(6)(c) hereof.

5. **Special Condition No.(6) of the Land Grant stipulates that:**

(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(5)(a) hereof, possession of the Green Area and the Yellow Area shall be granted and is deemed to have been granted to the Grantee on the date of this Agreement (i.e. the 29th day of June 2001).

(b) The Green Area or any part thereof 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 or any part thereof allow free access over and along the Green Area or any part thereof 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.(5) hereof or otherwise.

(c) The Yellow Area or any part thereof shall be re-delivered to the Government on demand at such date or dates as the Director in his sole discretion may specify or require. For the avoidance of doubt, the Government shall be under no obligation to take back

possession of the Yellow Area or any part thereof but may do so as and when the Government in its absolute discretion sees fit. The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof allow free access over and along the Yellow Area or any part thereof 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.(5) hereof or otherwise.

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

The Grantee shall not without the prior written consent of the Director use the Green Area and the Yellow Area or any part thereof 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. 5 hereof.

7. **Special Condition No.(8)(a) and (b) of the Land Grant stipulates that:**

(a) The Grantee shall at all reasonable times while he is in possession of the Green Area or any part thereof:

(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.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Green Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Grantee shall 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 Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof:

(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 Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Yellow 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 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 Grantee 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

(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 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.

8. **Special Condition No.(9) of the Land Grant stipulates that:**

The Grantee 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 30th day of June, 2004.

9. **Special Condition No.(13)(a) and (b) of the Land Grant stipulates that:**

(a) The Grantee 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.

(b) In the event that the Facilities are provided in accordance with the provisions of sub-clause (a) of this Special Condition:

(i) The Grantee shall throughout the term of years hereby agreed to be granted at his own expense maintain the Facilities erected, constructed or provided or which may at any time hereafter be erected, constructed or provided within the lot in good and substantial repair and condition and shall operate the Facilities to be satisfaction of the Director; and

(ii) The Facilities shall only be used by the residents of the building or buildings erected or to be erected within the lot and their bona fide visitors and by no other person or persons whatsoever.

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

No tree growing on the lot or adjacent thereto shall be 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.

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

The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a clean, neat tidy and healthy condition all to the satisfaction of the Director.

12. **Special Condition No.(16)(a)(ii) and (d) of the Land Grant stipulates that:**

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

(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.

(d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form parts of the Common Areas referred to in sub-clause (a)(v) of Special Condition No.(23) hereof.

13. **Special Condition No.(17)(a)(iii) and (c) of the Land Grant stipulates that:**

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

(iii) 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.

(c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form parts of the Common Areas referred to in sub-clause (a)(v) of Special Condition No. (23) hereof.

14. **Special Condition No.(18)(a)(i) and (c) of the Land Grant stipulates that:**

(a) 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.

(c) An office provided in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas mentioned in sub-clause (a)(v) of Special Condition No. (23) hereof.

15. **Special Condition No.(27)(a), (b), (c) and (d)(ii) of the Land Grant stipulates that:**

(a) The car parking spaces for residential units or car ports so provided shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance 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.

(b) Five 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 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 which spaces shall be designated as and form part of the Common Areas referred to in Special Condition No.(23)(a)(v) hereof.

(c) The car parking spaces for residential units and visitors car parking spaces or car ports so provided in accordance with sub-clauses (a) and (b) of this Special Condition shall not be used for any purpose other than for the respective purposes specified in the said sub-clauses and in particular the said spaces or car ports shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(d) (ii) The Motorcycle Parking Spaces shall not be used for any purpose other than for the parking of motorcycles licensed under the Road Traffic Ordinance 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.

16. **Special Condition No.(31)(a) 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 Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as 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 Grantee shall at all times during the term hereby 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.

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

The Grantee 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 Grantee 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 Grantee 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 Grantee further acknowledges that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

18. **Special Condition No.(34) 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 Grantee 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 Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

19. **Special Condition No.(35)(a) of the Land Grant stipulates that:**

(a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down onto public lanes or roads or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties, the Grantee shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

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

The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or storm-water drain all storm-water or rain-water falling or flowing onto the lot, and the Grantee 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.

21. **Special Condition No.(42) of the Land Grant stipulates that:**

The works of connecting any drains and sewers from the lot to the Government stormwater drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works.

22. **Special Condition No.(47) of the Land Grant stipulates that:**

The Grantee shall pay to the Government on demand the cost of diverting the existing water mains within the lot and the land adjacent thereto as shown and marked on Plan I annexed to the Land Grant. Such cost shall be determined by the Government which shall be final and binding on the Grantee.

23. **Special Conditions No.(48) of the Land Grant stipulates that:**

Throughout the term hereby granted:

(a) the Grantee shall at his own expense and to the satisfaction of the Director of Fire Services:

(i) provided suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings, structure or structures erected or placed or to be erected or placed on the lot;

(ii) at all times permit such Fire Services personnel and Fire Services appliances the free and interrupted use of such means of access; and

(iii) maintain such means of access and keep the same free from obstruction; and

(b) the Grantee shall permit the Director of Fire Services, his officers, servants or agents at all reasonable times with or without notice to enter upon the lot or any part thereof or any building or buildings, structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) of this Special Condition have been complied with.

24. **Special Conditions No.(49) of the Land Grant stipulates that:**

The Grantee shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director, on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Grantee shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

25. **Special Conditions No.(51)(a) of the Land Grant stipulates that:**

Wherever in these Conditions it is provided that:

(a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Grantee or on the failure of the Grantee to carry out such works or otherwise) at the cost of the Grantee or that the Grantee shall pay or repay to the Government or its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers.

Remark: According to five letters issued by the District Lands Office, Yuen Long respectively dated 20th May 2004, 30th June 2005, 26th July 2006, 26th February 2007 and 23rd April 2007, the date of completing the development (i.e. 30th June 2004) mentioned in Special Condition No.(9) of the Land Grant was finally extended to 30th June 2007.

A. 批地文件規定需要興建並提供予政府或公眾使用的任何設施的資料

「批地文件」特別批地條款第 (5)、(6)、(7)及(8) 條所提述的「綠色區域」和「黃色區域」

(I) 「批地文件」條款

1. 「批地文件」特別批地條款第 (5) 條規定：

(a) 「承批人」必須：

(i) 自2006年4月28日起計的12個曆月內，或「署長」批准之其他延長期限，自費以「署長」批准的方式、材料、標準、水平、定線和設計，以全面令「署長」滿意為止：

(I) (A) 鋪設及塑造在「批地文件」所夾附的圖則A上以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色區域」)；及

(B) 提供和興建「署長」自行酌情認為需要的橋樑、隧道、上跨路、下通道、涵洞、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色區域構築物」)，

以致可在「綠色區域」興建建築物及供車輛和行人往來；

(II) (A) 鋪設及塑造在「批地文件」所夾附的圖則A上以黃色顯示的日後興建公共道路範圍(以下簡稱「黃色區域」)；及

(B) 提供和興建「署長」自行酌情認為需要的橋、隧道、上跨路、下通道、涵洞、高架道路、天橋、行人路、道　　路或其他構築物(以下統稱「黃色區域構築物」)，

以致可在「黃色區域」興建建築物及供車輛和行人往來；

(ii) 自2006年4月28日起計的12個曆月內，或「署長」批准之其他延長期限，須按照「署長」要求而自費在「綠色區域」及「黃色區域」表面整飾、興建路緣及渠道，以及按「署長」要求為此等設施而提供集水溝、污水渠、排水渠、有管道連接水管的消防龍頭，街燈、交通標誌、街道設施及道路標記，；

(iii) 自費維持與管理「綠色區域」連同「綠色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，在各方面均令「署長」滿意為止，並遵守由「署長」就此發出的任何指示，直至按照「批地文件」特別批地條款第 (6) (b) 條交還「綠色區域」的管有權為止；

(iv) 自費維持與管理「黃色區域」連同「黃色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，在各方面均令「署長」滿意為止，並遵守由「署長」就此發出的任何指示，直至按照「批地文件」特別批地條款第 (6) (c) 條交還「黃色區域」的管有權為止。

(b) 如「承批人」未能在本特別批地條款 (a) 分條指定期限內履行該條所規定的責任，「政府」可以進行必要的工程，費用由「承批人」承擔。「承批人」須在「政府」要求時向「政府」支付相等於有關工程費用的款項，金額由「署長」決定，而「署長」的決定將作終論並對「承批人」具有約束力。

(c) 不論「承批人」履行本特別批地條款 (a) 分條所訂的責任或政府按本特別批地條款 (b) 分條或其他規定行使的權利而導致或附帶引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或打擾，「署長」一概毋須就此承擔任何責任。「承批人」不得就上述損失、損害、滋擾或打擾向「政府」或「署長」或其授權的官員提出索償。

2. 「批地文件」特別批地條款第 (6) 條規定：

(a) 僅為了進行「批地文件」特別批地條款第 (5) (a) 條指明的必要工程，「綠色區域」和「黃色區域」的管有權將會及當作在「本協議」訂立之日（即2001年6月29日）批予「承批人」。

(b) 「綠色區域」或其任何部分必須在「政府」車輛要求時交回「政府」。在任何情況下，倘若「署長」發信表示其滿意「承批人」已圓滿履行此等批地條款的規定，「綠色區域」即被當作已交回「政府」。「承批人」在管有「綠色區域」或其任何部分期間，必須在所有合理時間允許所有「政府」車輛及公共車輛和行人免費通行及經越「綠色區域」或其任何部分，並需確保上述通行不會受到根據「批地文件」特別批地條款第 (5) 條或其他條款而進行的工程干預或妨礙。

(c) 「黃色區域」或其任何部分必須在「署長」自行酌情的情況下，在指明或要求的日期交回「政府」。為免生疑問，「政府」沒有責任取回「黃色區域」或其任何部分的管有權，但「政府」在絕對酌情認為合適的情況下，可取回「黃色區域」或其任何部分。「承批人」在管有「黃色區域」或其任何部分期間，必須在所有合理時間允許所有「政府」車輛及公共車輛和行人免費通行及經越「黃色區域」或其任何部分，並需確保上述通行不會受到根據「批地文件」特別批地條款第 (5) 條或其他條款而進行的工程干預或妨礙。

3. 「批地文件」特別批地條款 (7) 條規定：

「承批人」在未有「署長」事先書面同意的情況下，不得使用「綠色區域」及「黃色區域」或其任何部分作存放物品或興建任何臨時構築物或作其他用途，但為了進行「批地文件」特別批地條款第 (5) 條所指明的工程除外。

4. **「批地文件」特別批地條款第 (8) 條規定：**

(a) 當「承批人」在管有「綠色區域」或其任何部分期間，須於任何合理時間內:

(i) 允許「署長」、其官員、承判辦商及其授權的任何其他人等有權進出、再進出及通行「該地段」及「綠色區域」，以便視察、查察及監督為遵守「批地文件」特別批地條款第 (5) (a) 條而進行的任何工程，以及為遵守「批地文件」特別批地條款第 (5) (b) 條而執行、視察、檢查及監管的任何工程，還有「署長」認為有必要在「綠色區域」內進行的任何其他工程；

(ii) 當「政府」或有關公用事業公司要求時，允許「政府」及「政府」授權的有關公用事業公司有權進出、再進出及通行「該地段」及「綠色區域」，以便在「綠色區域」或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於敷設及其後保養一切喉管、電線、導管、電纜槽及其他擬為「該地段」或任何毗鄰或毗連土地或房產提供電話、電力、煤氣（如有的話）及其他服務而必要的傳導媒體及輔助設備。「承批人」須與「政府」以及其授權的有關公用事業公司就一切在「綠色區域」內進行上述工程的事宜充份合作；及

(iii) 當「水務署」官員或其授權的其他人士要求時，允許「水務署」官員及其授權的其他人士進出、再進出及通行「該地段」及「綠色區域」，以便進行與操作、保養、修理、更換及更改在「綠色區域」內的任何其他水務工程裝置有關的任何工程。

(b) 當「承批人」在管有「黃色區域」或其任何部分期間，須於任何合理時間內:

(i) 允許「署長」、其官員、承判辦商及其授權的任何其他人等有權進出、再進出及通行「該地段」及「黃色區域」，以便視察、查察及監督為遵守「批地文件」特別批地條款第 (5) (a) 條而進行的任何工程，以及為遵守「批地文件」特別批地條款第 (5) (b) 條而執行、視察、檢查及監管的任何工程，還有「署長」認為有必要在「黃色區域」內進行的任何其他工程；

(ii) 當「政府」或有關公用事業公司要求時，允許「政府」及「政府」授權的有關公用事業公司有權進出、再進出及通行「該地段」及「黃色區域」，以便在「黃色區域」或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於敷設及其後保養一切喉管、電線、導管、電纜槽及其他擬為「該地段」或任何毗鄰或毗連土地或房產提供電話、電力、煤氣（如有的話）及其他服務而必要的傳導媒體及輔助設備。「承批人」須與「政府」以及其授權的有關公用事業公司就一切在「黃色區域」內進行上述工程的事宜充份合作；及

(iii) 當「水務署」官員或其授權的其他人要求時，允許「水務署」官員及其授權的其他人進出、再進出及通行「該地段」及「黃色區域」，以便進行與操作、保養、修理、更換及更改在「黃色區域」內的任何其他水務工程裝置有關的任何工程。

(c) 不論「政府」、其官員、代理人、承判商及「政府」正式授權的任何其他人或公用事業公司按本特別批地條款第（a）及（b）分條行使的權利而導致或附帶引致「承批人」或任何其他人招致或蒙受任何損失、損害、滋擾或打擾，「政府」一概毋須就此承擔任何責任。

（II） 公契條款

公契第四章A部分第25條規定：

業主須自費保養（於「批地文件」所界定的）「綠色區域」及連同「綠色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以及（於「批地文件」所界定的）「黃色區域」及連同「黃色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，令「地政總署署長」滿意為止，並遵守「地政總署署長」發出的有關指示，並允許一切「政府」車輛和公共車輛及行人自由通行、穿越和越經「綠色區域」和「黃色區域」，直至「地政總署署長」按照「批地文件」特別批地條款第6(b)條在發出函件之日證明「批地文件」的一般批地條款及特別批地條款均已獲遵守至使其滿意而將「綠色區域」的管有權交還「政府」為止，以及在「地政總署署長」按照「批地文件」特別批地條款第6(c)條所指明或要求的日期，將「黃色區域」的管有權交還給政府為止。

在切實可行範圍內盡量顯示「綠色區域」和「黃色區域」位置的圖則附在本部的最後部分。

備註：
依據「批地文件」特別批地條款第 (6) 條規定，在任何情況下，「綠色區域」將被當作已由「承批人」在「地政總署署長」發信當日表示其滿意「承批人」已圓滿履行此等批地條款的規定而交回「政府」。根據「地政總署署長」(「署長」)於2009年2月13日發信確認所有根據新批土地契約第4598號一般批地條款及特別批地條款就發展項目而施加於「承批人」的積極性義務已達致令「署長」的滿意程度，「綠色區域」因此被當作已於2009年2月13日由「承批人」交回「政府」。

B. 批地文件規定須由發展項目中住宅物業擁有人出資管理、營運或維持以供公眾使用的設施或休憩用地的資料

「批地文件」特別批地條款第 (5)、(6)、(7) 及 (8) 條所提述的「黃色區域」

(I) 「批地文件」條款

1. 特別批地條款第（5）(a) (i) (II)、(ii) 及(iv)、(b) 及 (c) 條規定：

(a) 「承批人」必須：

(i) 自2006年4月28日起計的12個曆月內，或「署長」批准之其他延長期限，自費以「署長」批准的方式、材料、標準、水平、定線和設計，以全面令「署長」滿意為止：

(II) (A) 鋪設及塑造在「批地文件」所夾附的圖則A上以黃色顯示的日後興建公共道路範圍(以下簡稱「黃色區域」)；及

(B) 提供和興建「署長」自行酌情認為需要的橋、隧道、上跨路、下 通道、涵洞、高架道路、天橋、行人路、道路或其他構築物(以下統稱「黃色區域構築物」)，

以致可在「黃色區域」興建建築物及供車輛和行人往來；

(ii) 自2006年4月28日起計的12個曆月內，或「署長」批准之其他延長期限，須按照「署長」要求而自費在「綠色區域」及「黃色區域」表面整飾、興建路緣及渠道，以及按「署長」要求為此等設施而提供集水溝渠、污水渠、排水渠、有管道連接水管的消防龍頭，街燈、交通標誌、街道設施及道路標記；

(iv) 自費維持與管理「黃色區域」連同「黃色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，在各方面均令「署長」滿意為止，並遵守由「署長」就此發出的任何指示，直至按照「批地文件」特別批地條款第 (6) (c) 條交還「黃色區域」的管有權為止。

(b) 如「承批人」未能在本特別批地條款第（a）分條指定期限內履行該條所規定的責任，「政府」可以進行必要的工程，費用由「承批人」承擔。「承批人」須在「政府」要求時向「政府」支付相等於有關工程費用的款項，金額由「署長」決定，而「署長」的決定將作終論並對「承批人」具有約束力。

(c) 不論「承批人」履行本特別批地條款 (a) 分條所訂的責任或政府按本特別批地條款 (b) 分條或其他規定行使的權利而導致或附帶引致「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或打擾，「署長」一概毋須就此承擔任何責任。「承批人」不得就上述損失、損害、滋擾或打擾向「政府」或「署長」或其授權的官員提出索償。

2. 「批地文件」特別批地條款第 (6) (a)及(c)條規定：

(a) 僅為了進行「批地文件」特別批地條款第 (5) (a) 條指明定的必要工程，「綠色區域」和「黃色區域」的管有權將會及當作在「本協議」訂立之日（即2001年6月29日）批予「承批人」。

(c) 「黃色區域」或其任何部分必須在「署長」自行酌情的情況下，在指明或要求的日期交回「政府」。為免生疑問，「政府」沒有責任取回「黃色區域」或其任何部分的管有權，但「政府」在絕對酌情認為合適的情況下，可取回「黃色區域」或其任何部分。「承批人」在管有「黃色區域」或其任何部分期間，必須在所有合理時間允許所有「政府」車輛及公共車輛和行人免費通行及經越「黃色區域」或其任何部分，並需確保上述通行不會受到根據「批地文件」特別批地條款第 (5) 條或其他條款而進行的工程干預或妨礙。

3. 「批地文件」特別批地條款第 (7) 條規定：

「承批人」在未有經「署長」事先書面同意的情況下，不得使用「綠色區域」和及「黃色區域」或其任何部分作存放物品或興建任何臨時構築物或作其他用途，但為了進行「批地文件」特別批地條款第 (5) 條所指明的工程除外。

4. 「批地文件」特別批地條款第 (8) (b)及(c)條規定：

(b) 當「承批人」在管有「黃色區域」或其任何部分期間，須於任何合理時間內:

(i) 允許「署長」、其官員、承判辦商及其授權的任何其他人等有權進出、再進出及通行「該地段」及「黃色區域」，以便視察、查察及監督為遵守「批地文件」特別批地條款第 (5) (a) 條而進行的任何工程，以及為遵守「批地文件」特別批地條款第 (5) (b) 條而執行、視察、檢查及監管的任何工程，還有「署長」認為有必要在「黃色區域」內進行的任何其他工程；

(ii) 當「政府」或有關公用事業公司要求時，允許「政府」及「政府」授權的有關公用事業公司有權進出、再進出及通行「該地段」及「黃色區域」，以便在「黃色區域」或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於敷設及其後保養一切喉管、電線、導管、電纜槽及其他擬為「該地段」或任何毗鄰或毗連土地或房產提供電話、電力、煤氣（如有的話）及其他服務而必要的傳導媒體及輔助設備。「承批人」須與「政府」以及其授權的有關公用事業公司就一切在「黃色區域」內進行上述工程的事宜充份合作；及

(iii) 當「水務署」官員或其授權的其他人要求時，允許「水務署」官員及其授權的其他人進出、再進出及通行「該地段」及「黃色區域」，以便進行與操作、保養、修理、更換及更改在「黃色區域」內的任何其他水務工程裝置有關的任何工程。

(c) 不論「政府」、其官員、代理人、承判商及「政府」正式授權的任何其他人或公用事業公司按本特別批地條款第 (a) 及 (b) 分條行使的權利而導致或附帶引致「承批人」或任何其他人招致或蒙受任何損失、損害、滋擾或打擾，「政府」一概毋須就此承擔任何責任。

（II） 公契條款

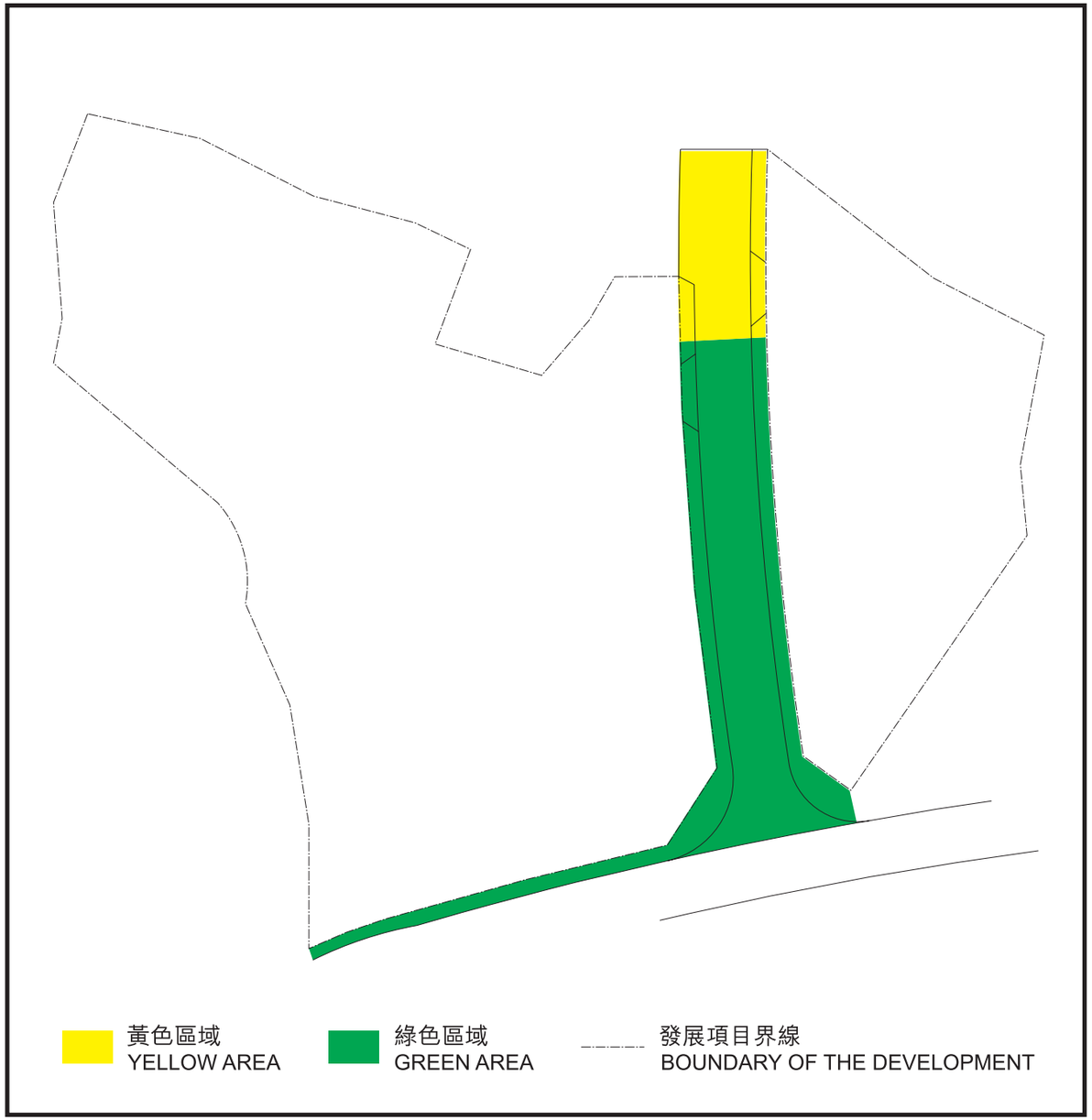
公契第四章A部分第25條規定：

業主須自費保養（於「批地文件」所界定的）「綠色區域」及連同「綠色區域構築物」，以及在該處興建、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以及（於「批地文件」所界定的）「黃色區域」及連同「黃色區域構築物」，以及在該處興建、安裝與及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記及機器，令「地政總署署長」滿意為止，並遵守「地政總署署長」發出的有關指示，並允許一切「政府」車輛和公共車輛及行人自由通行、穿越和越經「綠色區域」和「黃色區域」，直至「地政總署署長」按照「批地文件」特別批地條款第6（b）條在發出函件之日證明「批地文件」的一般批地條款及特別批地條款均已獲遵守至使其滿意而將「綠色區域」的管有權交還「政府」為止，以及在「地政總署署長」按照「批地文件」特別批地條款第6（c）條所指明或要求的日期，將「黃色區域」的管有權交還給政府為止。

在切實可行範圍內盡量顯示「黃色區域」位置的圖則附在本部的最後部分。

C. 發展項目所位於的土地為施行建築 (規劃) 規例 (第123章，附屬法例F) 第22 (1) 條而撥給公眾用途部分的資料

不適用。



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

The Green Area and the Yellow Area as referred to in Special Condition Nos.(5), (6), (7) and (8) of the Land Grant

(I)Provisions of the Land Grant

1. Special Condition No.(5) of the Land Grant stipulates that:

(a) The Grantee shall:

(i) within 12 calendar months from the 28th day of April 2006 or such other extended period 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) (A) lay and form those portions of future public roads shown coloured green on PLAN A annexed to the Land Grant (hereinafter referred to as "the Green Area"); and

(B) 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 Green Area Structures")

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

(II) (A) lay and form that portion of future road shown coloured yellow on PLAN A annexed to the Land Grant (hereinafter referred to as "the Yellow Area"); and

(B) 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 Yellow Area Structures")

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

(ii) within 12 calendar months from the 28th day of April 2006 or such other extended period as may be approved by the Director, at his own expenses and to the satisfaction of the Director, surface, kerb and channel the Green Area and 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 may require;

(iii) maintain and manage at his own expense and in all aspects to the satisfaction of the Director and in compliance with any directions as the Director may give in respect thereof, the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(6)(b) hereof; and

(iv) maintain and manage at his own expense and in all aspects to the satisfaction of the Director and in compliance with any directions as the Director may give in respect thereof, the Yellow Area together with the Yellow Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Yellow Area has been delivered in accordance with Special Condition No.(6)(c) hereof.

(b) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period or time limit 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 fulfillment 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.

2. Special Condition No.(6) of the Land Grant stipulates that:

(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(5)(a) hereof, possession of the Green Area and the Yellow Area shall be granted and is deemed to have been granted to the Grantee on the date of this Agreement (i.e. the 29th day of June 2001).

(b) The Green Area or any part thereof 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 or any part thereof allow free access over and along the Green Area or any part thereof 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.(5) hereof or otherwise.

(c) The Yellow Area or any part thereof shall be re-delivered to the Government on demand at such date or dates as the Director in his sole discretion may specify or require. For the avoidance of doubt, the Government shall be under no obligation to take back possession of the Yellow Area or any part thereof but may do so as and when the Government in its absolute discretion sees fit. The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof allow free access over and along the Yellow Area or any part thereof 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.(5) hereof or otherwise.

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

The Grantee shall not without the prior written consent of the Director use the Green Area and the Yellow Area or any part thereof 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. (5) hereof.

4. Special Condition No.(8) of the Land Grant stipulates that:

(a) The Grantee shall at all reasonable times while he is in possession of the Green Area or any part thereof:

(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.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Green Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Grantee shall 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 Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof:

(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 Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Yellow 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 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 Grantee 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

(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 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.

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

(II) Provisions of the Deed of Mutual Covenant

Clause 25 of Sub-section A of Section IV of the Deed of Mutual Covenant stipulates that:

The Owners shall at their own costs and expenses maintain the Green Area together with the Green Area Structures (as defined in the Land Grant) 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 and the Yellow Area together with the Yellow Area Structures (as defined in the Land Grant) 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 and in compliance with any directions as the Director of Lands may give in respect thereof and allow free access over and along the Green Area and the Yellow Area for all Government and public vehicular and pedestrian traffic until such time as possession of the Green Area has been redelivered to Government on the date of a letter from the Director of Lands indicating that the general and special conditions of the Land Grant have been complied with to his satisfaction in accordance with Special Condition No.6(b) of the Land Grant and until such time as possession of the Yellow Area has been redelivered to Government on demand at such date or dates as the Director of Lands may specify or require in accordance with Special Condition No.6(c) of the Land Grant.

The plan showing the locations of the Green Area and the Yellow Area as far as it is practicable to do so is appended hereto at the end of this section.

Remark:
Pursuant to Special Condition No. (6) of the Land Grant, in any event the Green Area shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director of Lands indicating that the General and Special Conditions have been complied with to his satisfaction. By a letter issued by the Director of Lands ("the Director") dated 13th February 2009, the Director certified that all the positive obligations imposed on the Grantee in respect of the development under the General and Special Conditions of New Grant No. 4598 have been complied with to his satisfaction, and the Green Area was accordingly deemed to have re-delivered to the Government by the Grantee on 13th February 2009.

B. Information on any facilities or open space that is required under the land grant to be managed, operated or maintained for the public use at the expense of the owners of the residential properties in the development

The Yellow Area as referred to in Special Condition Nos.(5), (6), (7) and (8) of the Land Grant

(I) Provisions of the Land Grant

1. Special Condition No.(5) (a) (i) (II), (ii) and (iv), (b) and (c) of the Land Grant stipulates that:

(a) The Grantee shall:

(i) within 12 calendar months from the 28th day of April 2006 or such other extended period 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:

(II) (A) lay and form that portion of future road shown coloured yellow on PLAN A annexed to the Land Grant (hereinafter referred to as "the Yellow Area"); and

(B) 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 Yellow Area Structures")

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

(ii) within 12 calendar months from the 28th day of April 2006 or such other extended period as may be approved by the Director, at his own expenses and to the satisfaction of the Director, surface, kerb and channel the Green Area and 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 may require;

(iv) maintain and manage at his own expense and in all aspects to the satisfaction of the Director and in compliance with any directions as the Director may give in respect thereof, the Yellow Area together with the Yellow Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the Yellow Area has been delivered in accordance with Special Condition No.(6)(c) hereof.

(b) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period or time limit 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 fulfillment 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.

2. **Special Condition No.(6) (a) and (c) of the Land Grant stipulates that:**

(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(5)(a) hereof, possession of the Green Area and the Yellow Area shall be granted and is deemed to have been granted to the Grantee on the date of this Agreement (i.e. the 29th day of June 2001).

(c) The Yellow Area or any part thereof shall be re-delivered to the Government on demand at such date or dates as the Director in his sole discretion may specify or require. For the avoidance of doubt, the Government shall be under no obligation to take back possession of the Yellow Area or any part thereof but may do so as and when the Government in its absolute discretion sees fit. The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof allow free access over and along the Yellow Area or any part thereof 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.(5) hereof or otherwise.

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

The Grantee shall not without the prior written consent of the Director use the Green Area and the Yellow Area or any part thereof 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. 5 hereof.

4. **Special Condition No.(8) (b) and (c) of the Land Grant stipulates that:**

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

(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 Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Yellow 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 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 Grantee 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

(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 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.

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

(II) Provisions of the Deed of Mutual Covenant

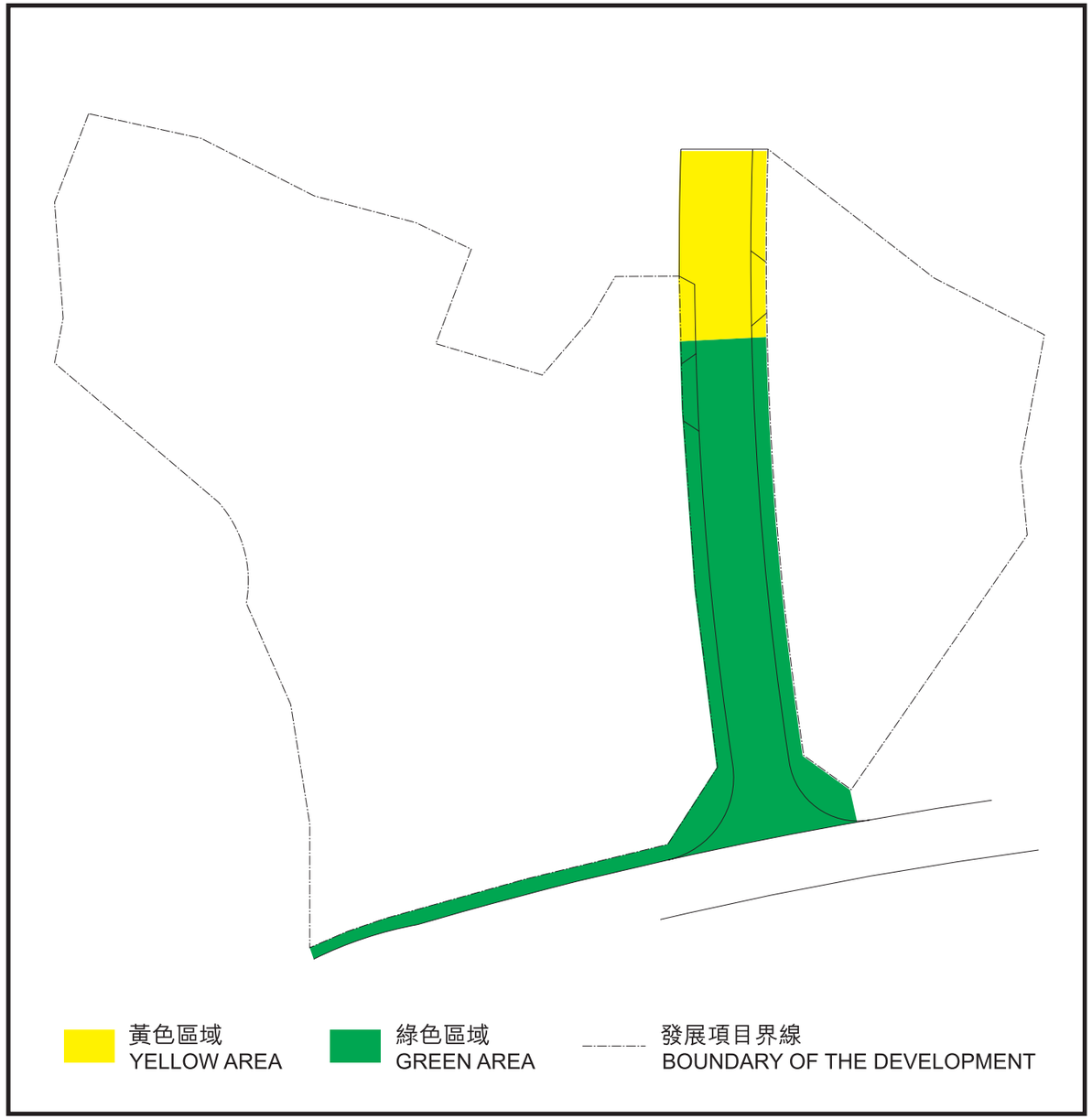
Clause 25 of Sub-section A of Section IV of the Deed of Mutual Covenant stipulates that:

The Owners shall at their own costs and expenses maintain the Green Area together with the Green Area Structures (as defined in the Land Grant) 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 and the Yellow Area together with the Yellow Area Structures (as defined in the Land Grant) 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 and in compliance with any directions as the Director of Lands may give in respect thereof and allow free access over and along the Green Area and the Yellow Area for all Government and public vehicular and pedestrian traffic until such time as possession of the Green Area has been redelivered to Government on the date of a letter from the Director of Lands indicating that the general and special conditions of the Land Grant have been complied with to his satisfaction in accordance with Special Condition No.6(b) of the Land Grant and until such time as possession of the Yellow Area has been redelivered to Government on demand at such date or dates as the Director of Lands may specify or require in accordance with Special Condition No.6(c) of the Land Grant.

The plan showing the locations of the Yellow Area 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)

Not applicable.



17. 對買方的警告

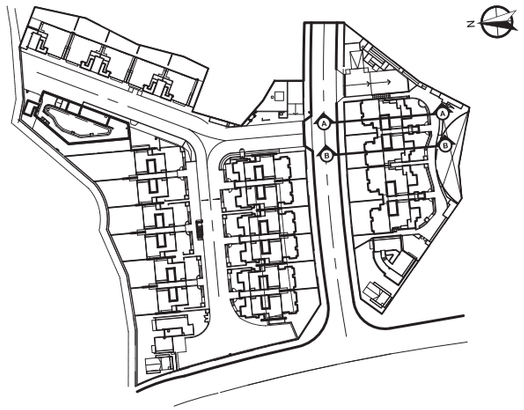
WARNING TO PURCHASERS

1. 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。
2. 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。
3. 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。
4. 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。

1. 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.
2. 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.
3. 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.
4. 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.

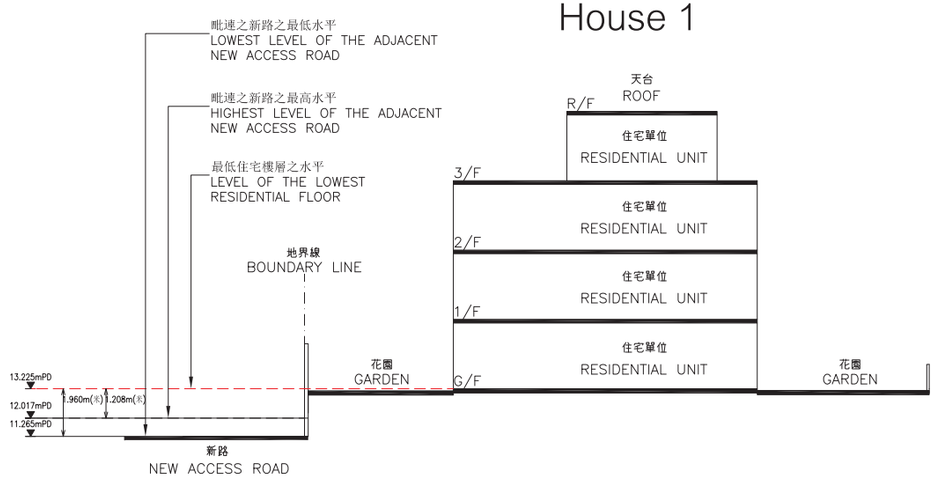
18. 發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT



橫截面圖 A - A
Cross - Section Plan A - A

1號屋
House 1

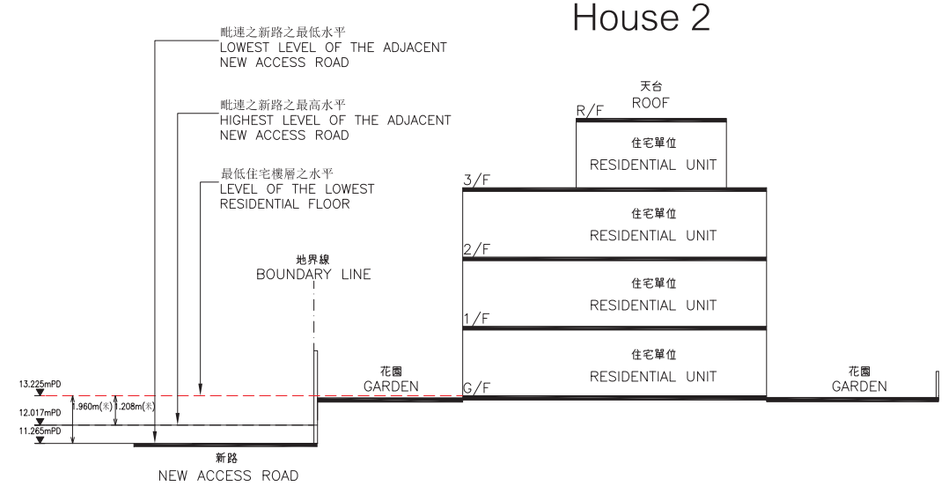


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.225 米。
3. 毗連建築物的一段新路為香港主水平基準以上11.265 至 12.017 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.225 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 11.265 to 12.017 metres above the Hong Kong Principal Datum.

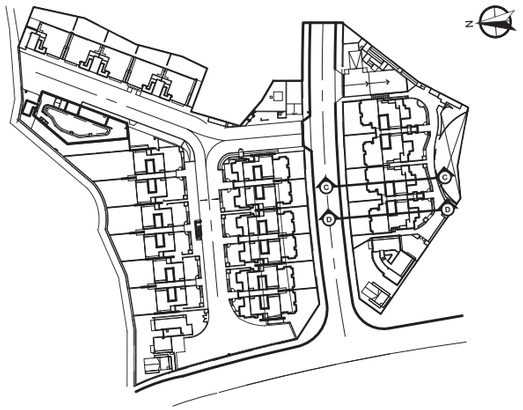
橫截面圖 B - B
Cross - Section Plan B - B

2號屋
House 2



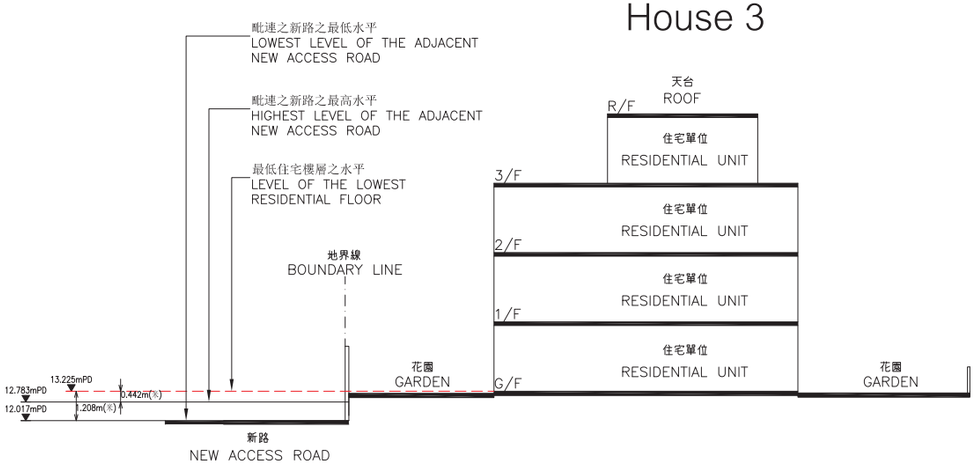
註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.225 米。
3. 毗連建築物的一段新路為香港主水平基準以上11.265 至 12.017 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.225 is metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 11.265 to 12.017 metres above the Hong Kong Principal Datum.



橫截面圖 C - C
Cross - Section Plan C - C

3號屋
House 3

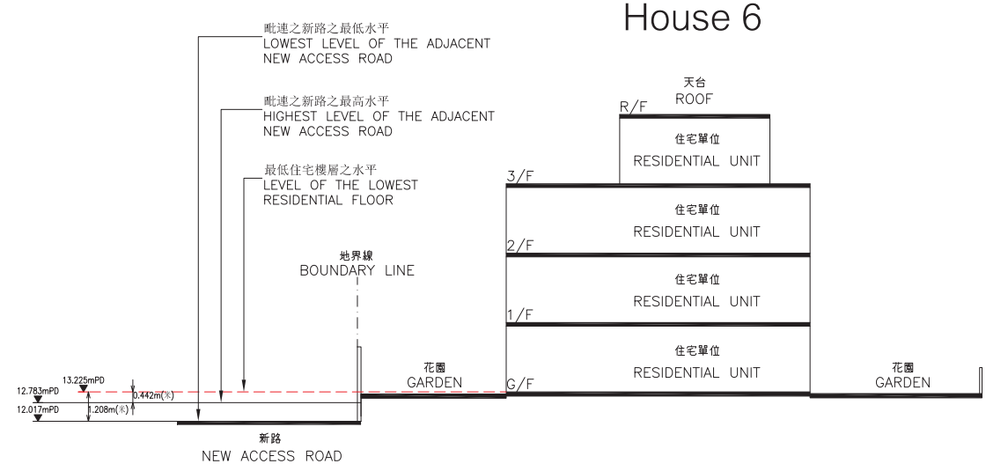


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.225 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.017 至 12.783 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.225 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.017 to 12.783 metres above the Hong Kong Principal Datum.

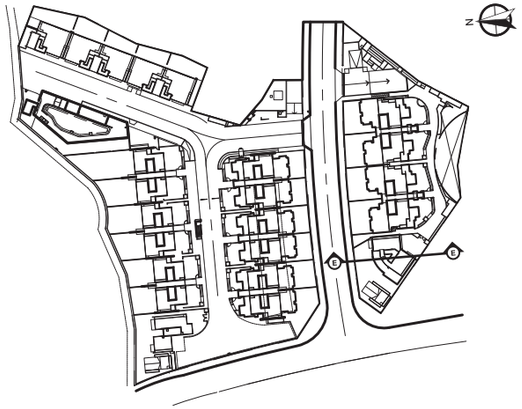
橫截面圖 D - D
Cross - Section Plan D - D

6號屋
House 6

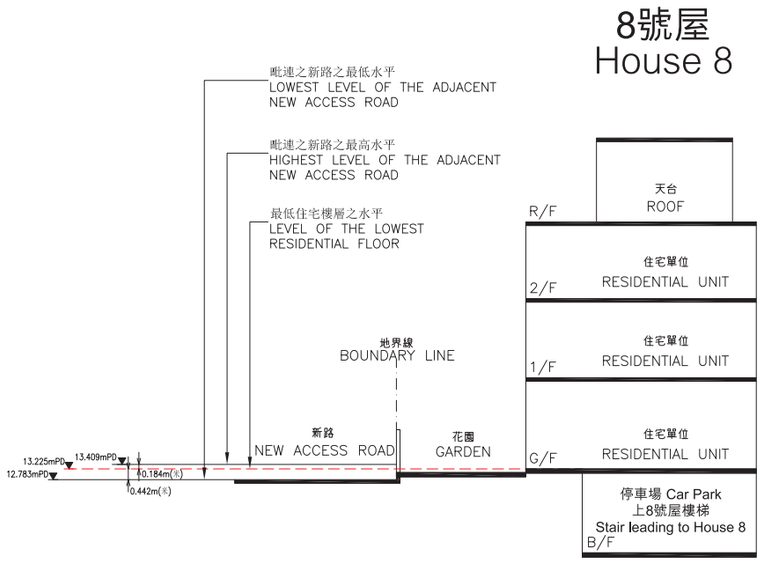


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.225 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.017 至 12.783 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.225 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.017 to 12.783 metres above the Hong Kong Principal Datum.

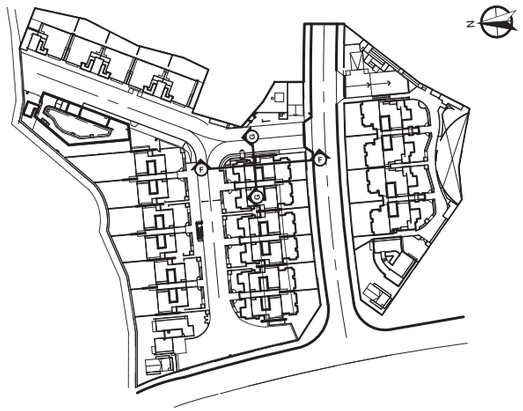


橫截面圖 E - E
Cross - Section Plan E - E

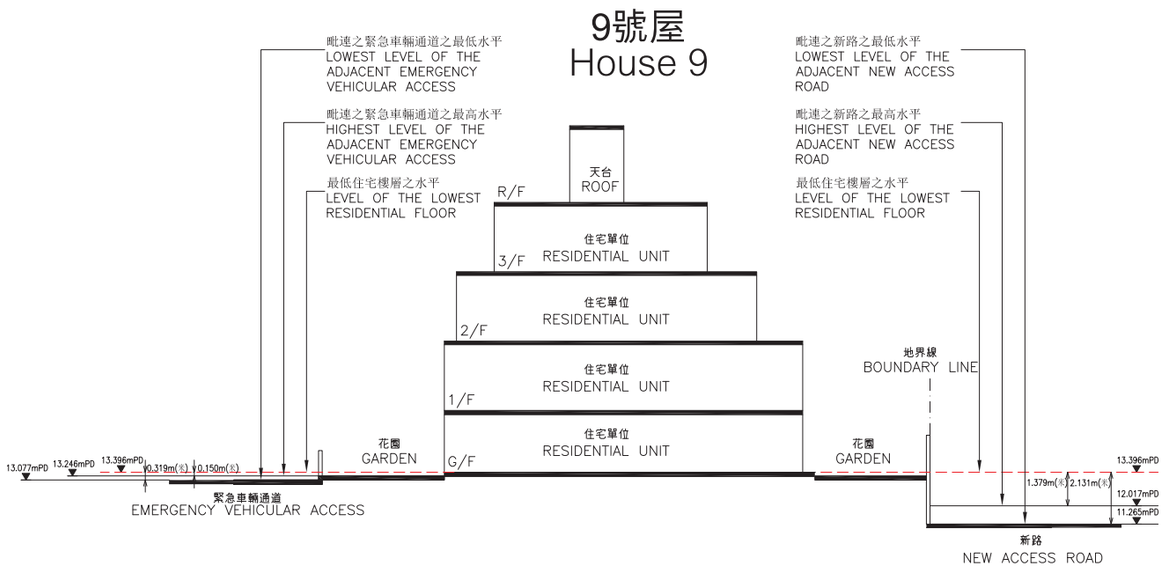


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.225 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.783 至 13.409 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.225 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.783 to 13.409 metres above the Hong Kong Principal Datum.



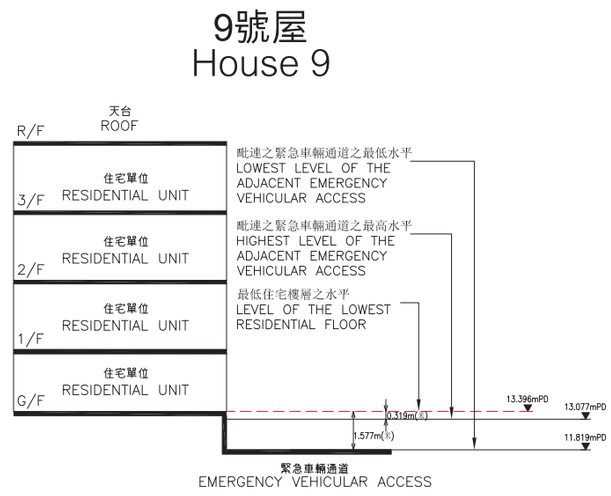
橫截面圖 F - F
Cross - Section Plan F - F



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.396 米。
3. 毗連建築物的一段新路為香港主水平基準以上11.265 至 12.017 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 至 13.246 米。

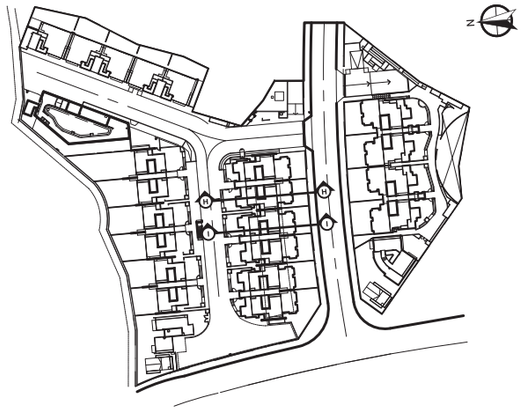
Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.396 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 11.265 to 12.017 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 to 13.246 metres above the Hong Kong Principal Datum.

橫截面圖 G - G
Cross - Section Plan G - G

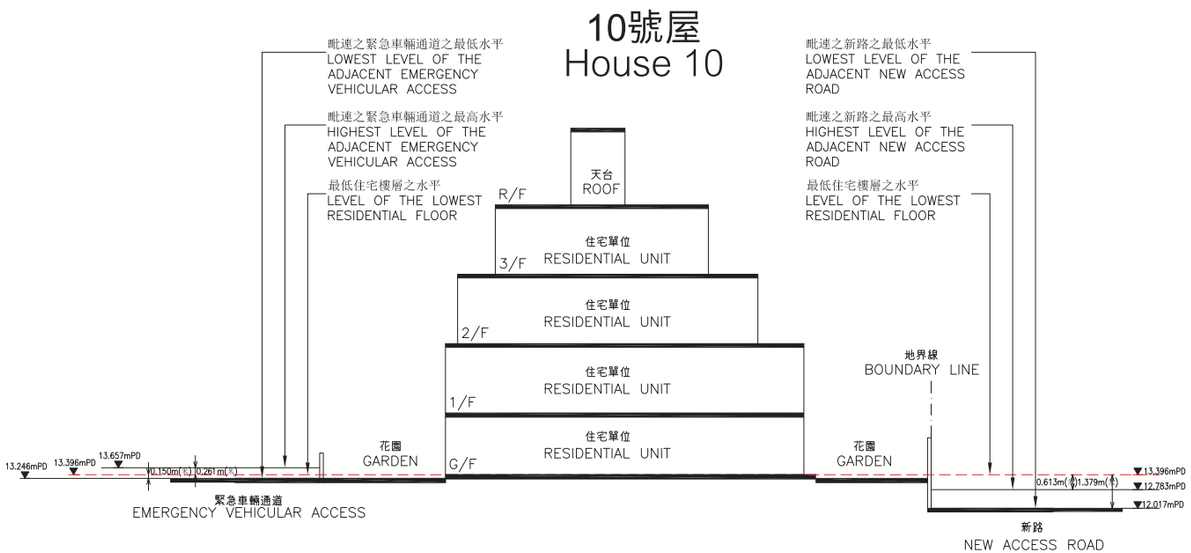


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.396 米。
3. 毗連建築物的一段新路為香港主水平基準以上11.819 至 13.077 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.396 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 11.819 to 13.077 metres above the Hong Kong Principal Datum.



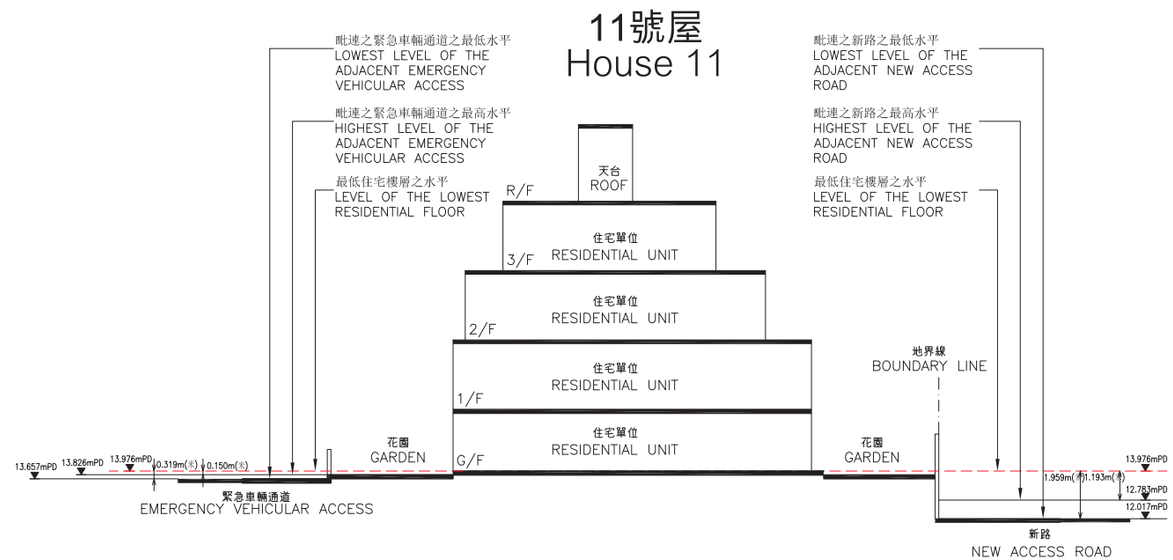
橫截面圖 H - H
Cross - Section Plan H - H



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.396 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.017 至 12.783 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.246 至 13.657 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.396 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.017 to 12.783 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.246 to 13.657 metres above the Hong Kong Principal Datum.

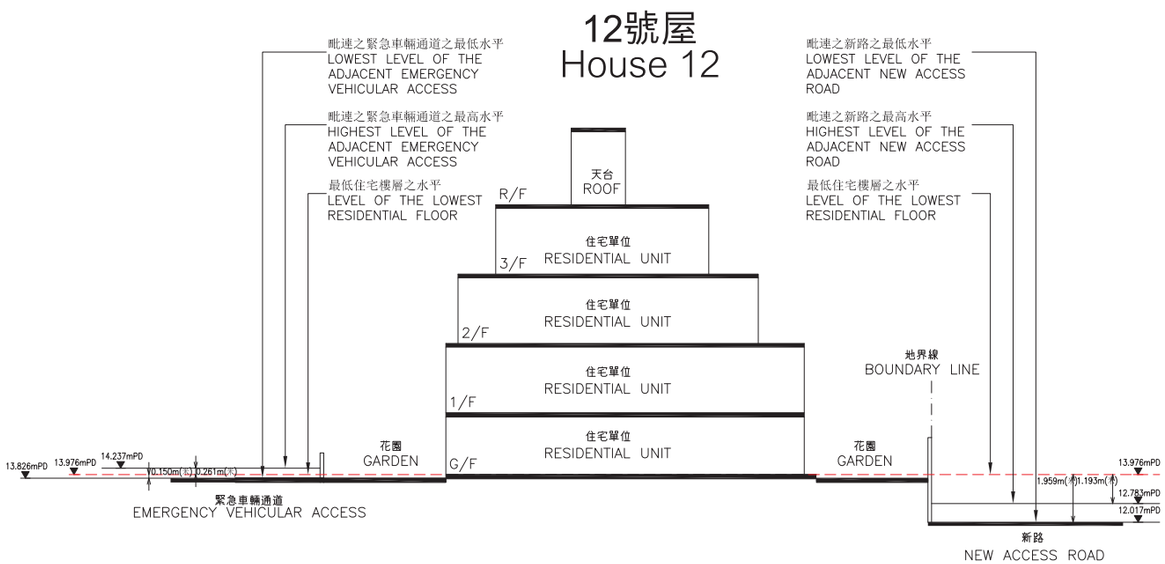
橫截面圖 I - I
Cross - Section Plan I - I



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.976 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.017 至 12.783 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.657 至 13.826 米。

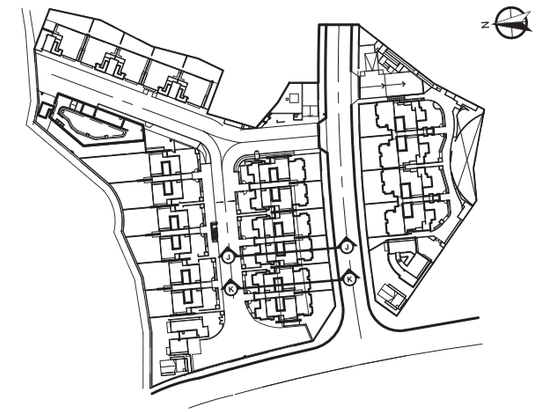
Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.976 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.017 to 12.783 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.657 to 13.826 metres above the Hong Kong Principal Datum.

橫截面圖 J - J
Cross - Section Plan J - J

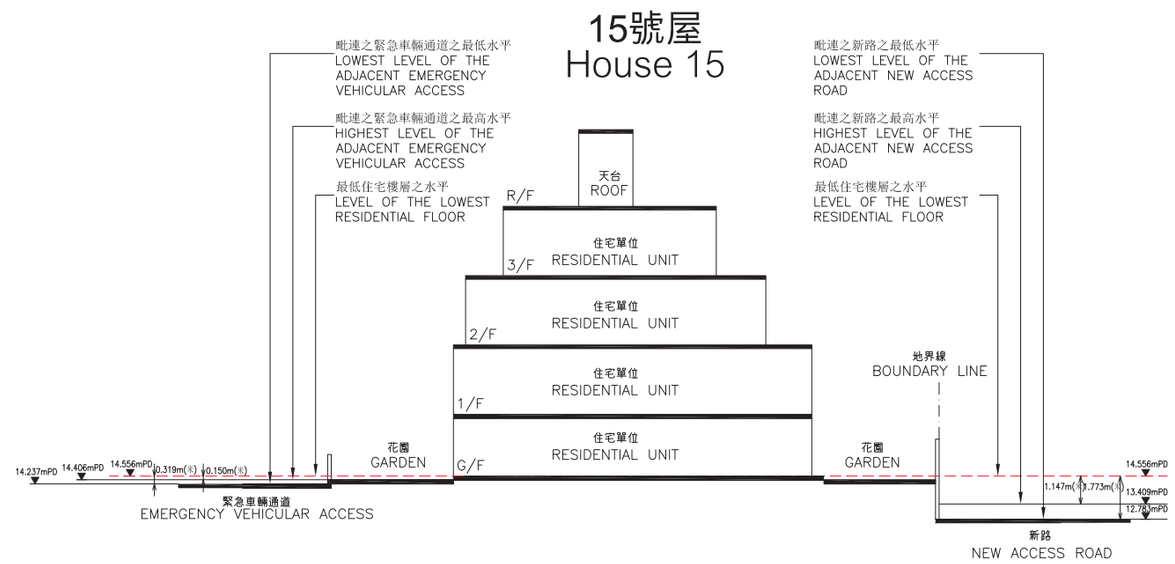


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.976 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.017 至 12.783 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.826 至 14.237 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.976 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.017 to 12.783 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.826 to 14.237 metres above the Hong Kong Principal Datum.



橫截面圖 K - K
Cross - Section Plan K - K

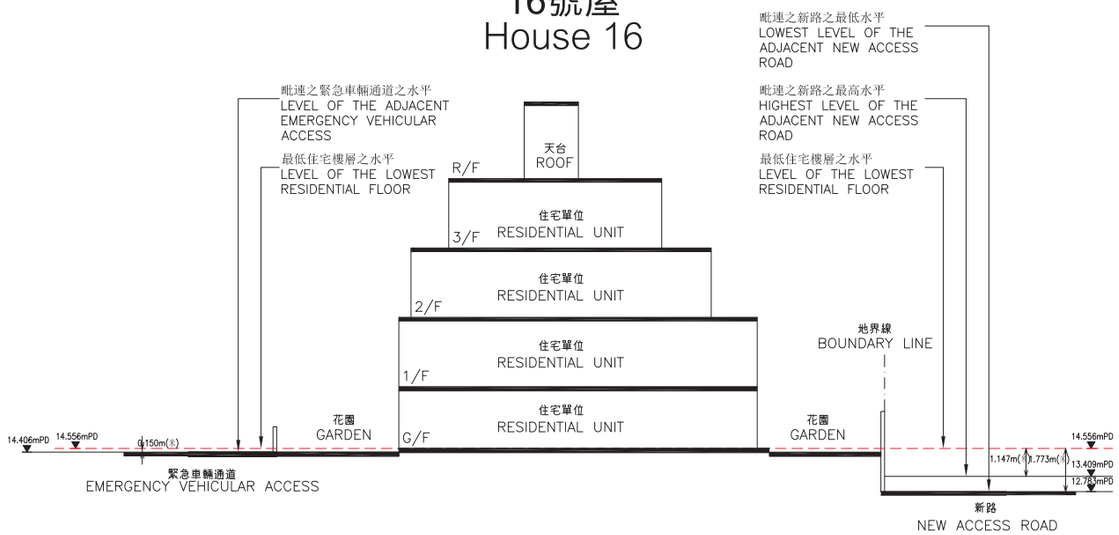


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.556 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.783 至 13.409 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上14.237 至 14.406 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.556 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.783 to 13.409 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 14.237 to 14.406 metres above the Hong Kong Principal Datum.

橫截面圖 L - L
Cross - Section Plan L - L

16號屋
House 16

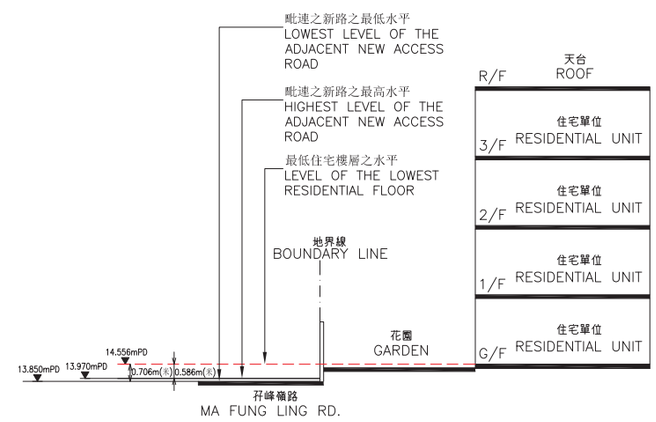


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.556 米。
3. 毗連建築物的一段新路為香港主水平基準以上12.783 至 13.409 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上14.406 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.556 metres above the Hong Kong Principal Datum.
3. The part of New Acess Road adjacent to the building is 12.783 to 13.409 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 14.406 metres above the Hong Kong Principal Datum.

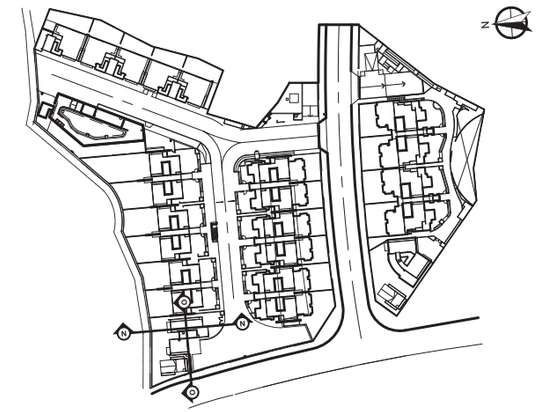
橫截面圖 M - M
Cross - Section Plan M - M

16號屋
House 16

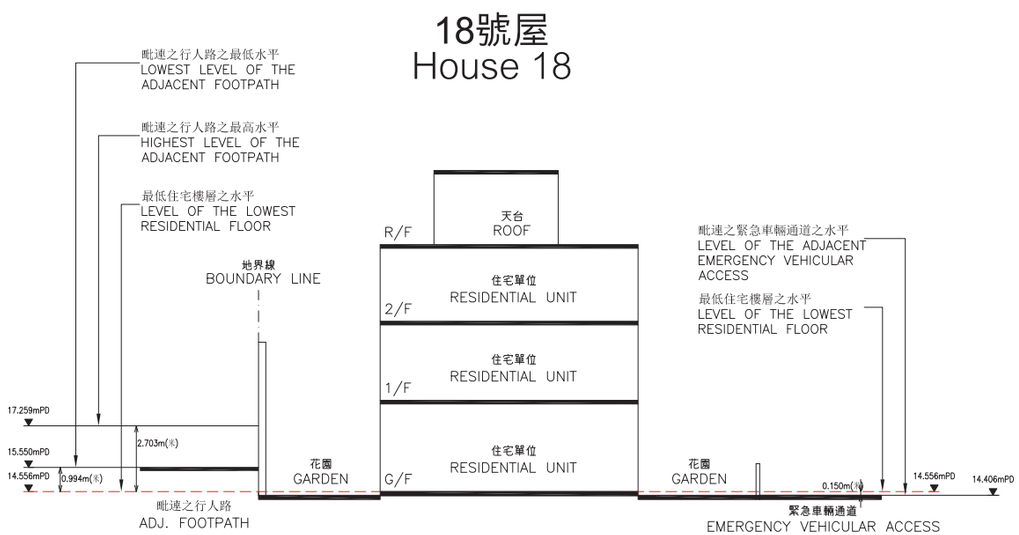


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.556 米。
3. 毗連建築物的一段孖峰嶺路為香港主水平基準以上13.850 至 13.970 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.556 metres above the Hong Kong Principal Datum.
3. The part of Ma Fung Ling Road adjacent to the building is 13.850 to 13.970 metres above the Hong Kong Principal Datum.



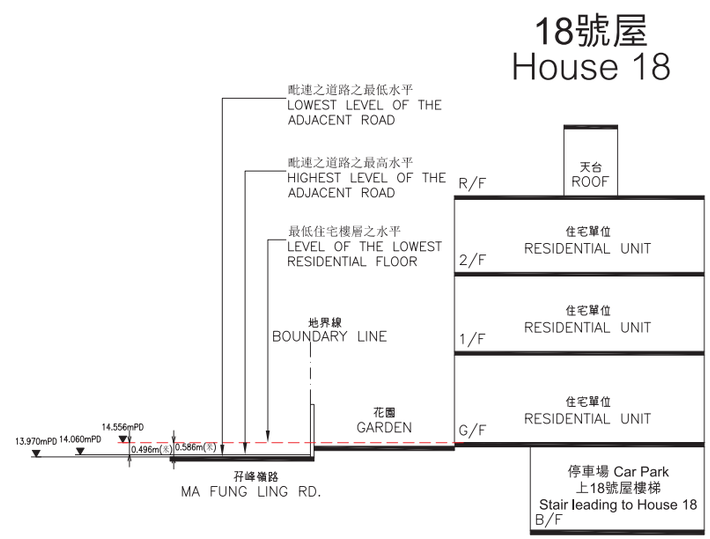
橫截面圖 N - N
Cross - Section Plan N - N



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.556 米。
3. 毗連建築物的一段行人路為香港主水平基準以上15.550 至 17.259 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上14.406 米。

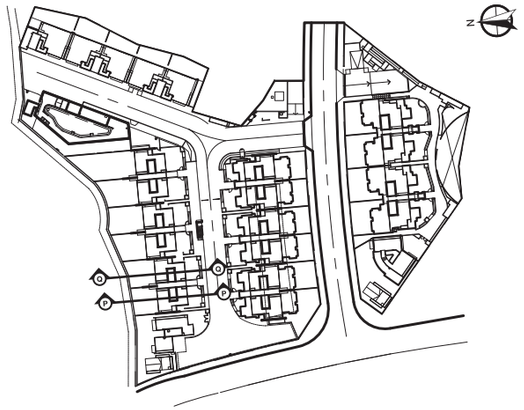
Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.556 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 15.550 to 17.259 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 14.406 metres above the Hong Kong Principal Datum.

橫截面圖 O - O
Cross - Section Plan O - O

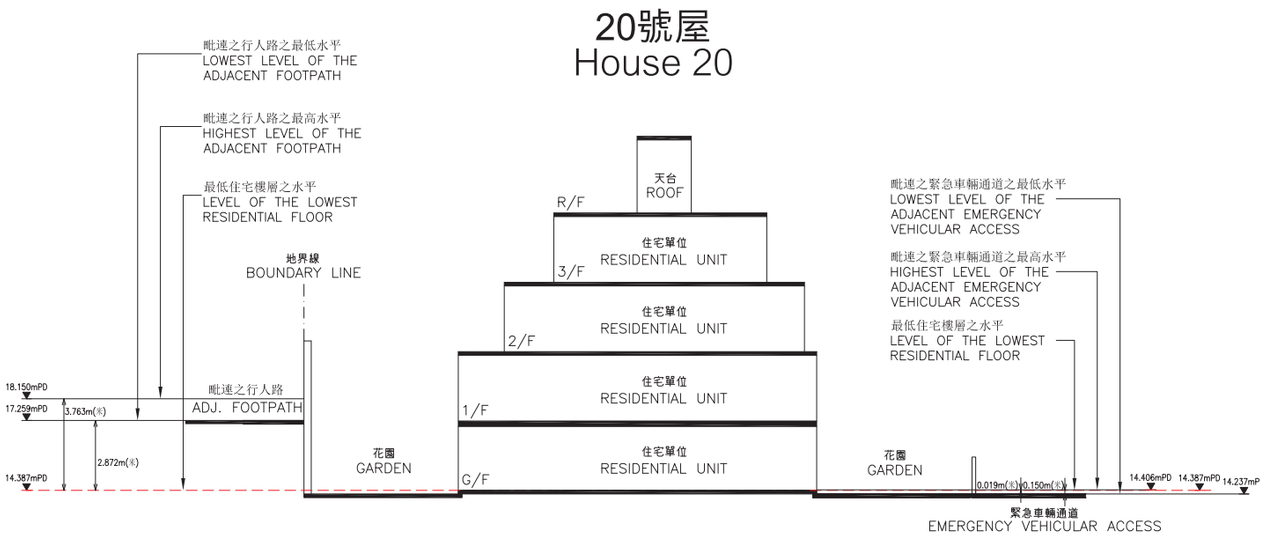


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.556 米。
3. 毗連建築物的一段孖峰嶺路為香港主水平基準以上13.970 至 14.060 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.556 metres above the Hong Kong Principal Datum.
3. The part of Ma Fung Ling Road adjacent to the building is 13.970 to 14.060 metres above the Hong Kong Principal Datum.



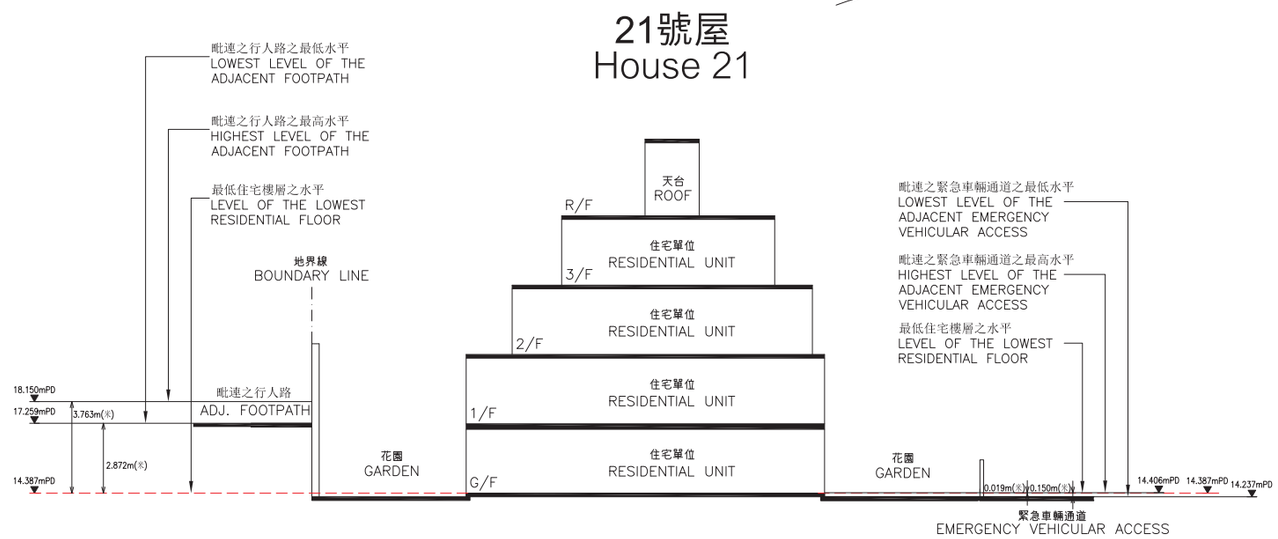
橫截面圖 P - P
Cross - Section Plan P - P



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.387 米。
3. 毗連建築物的一段行人路為香港主水平基準以上17.259 至 18.150 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上14.237 至 14.406 米。

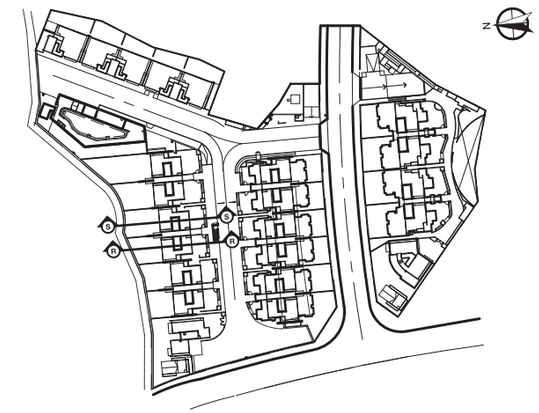
Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.387 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 17.259 to 18.150 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 14.237 to 14.406 metres above the Hong Kong Principal Datum.

橫截面圖 Q - Q
Cross - Section Plan Q - Q



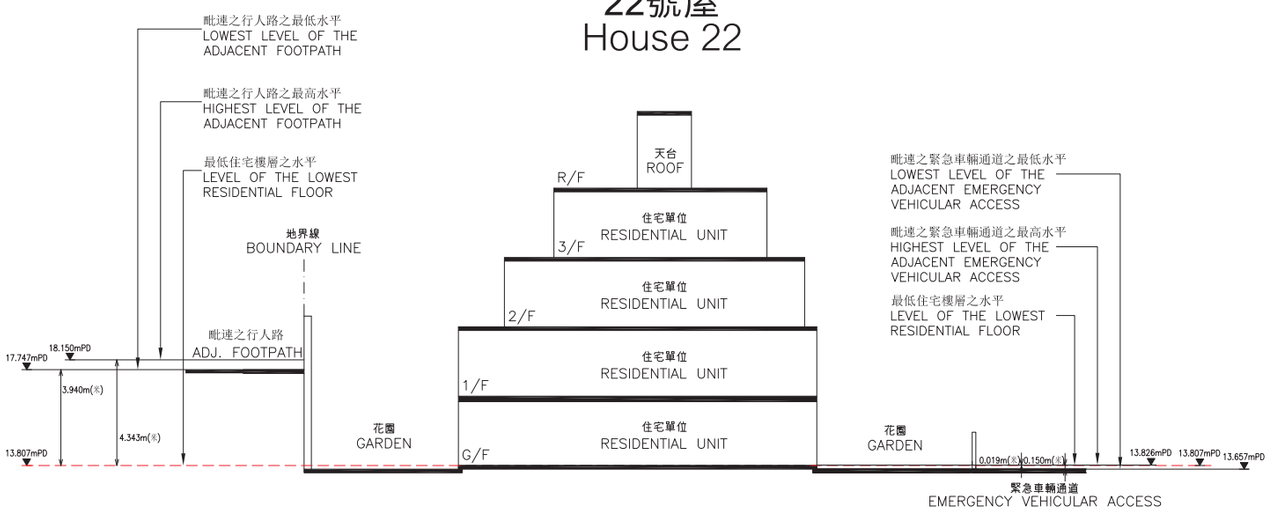
註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上14.387 米。
3. 毗連建築物的一段行人路為香港主水平基準以上17.259 至 18.150 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上14.237 至 14.406 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 14.387 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 17.259 to 18.150 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 14.237 to 14.406 metres above the Hong Kong Principal Datum.



橫截面圖 R - R
Cross - Section Plan R - R

22號屋
House 22

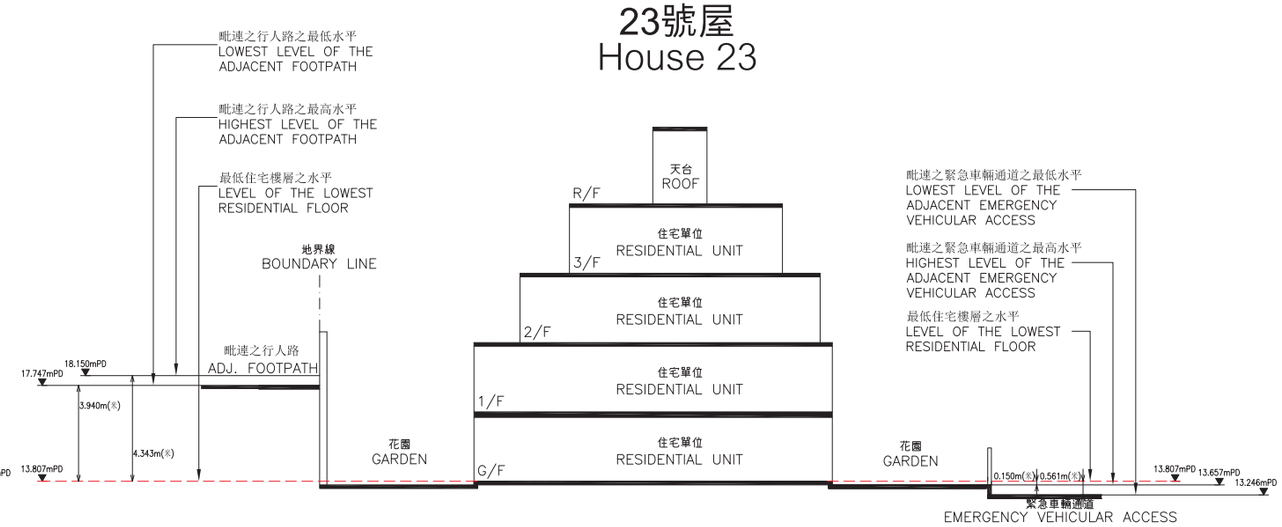


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.807 米。
3. 毗連建築物的一段行人路為香港主水平基準以上17.747 至 18.150 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.657 至 13.826 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.807 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 17.747 to 18.150 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.657 to 13.826 metres above the Hong Kong Principal Datum.

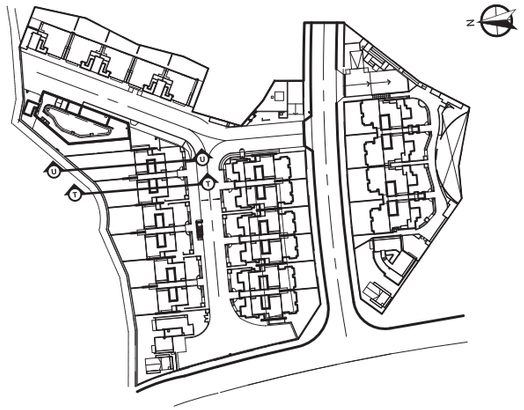
橫截面圖 S - S
Cross - Section Plan S - S

23號屋
House 23

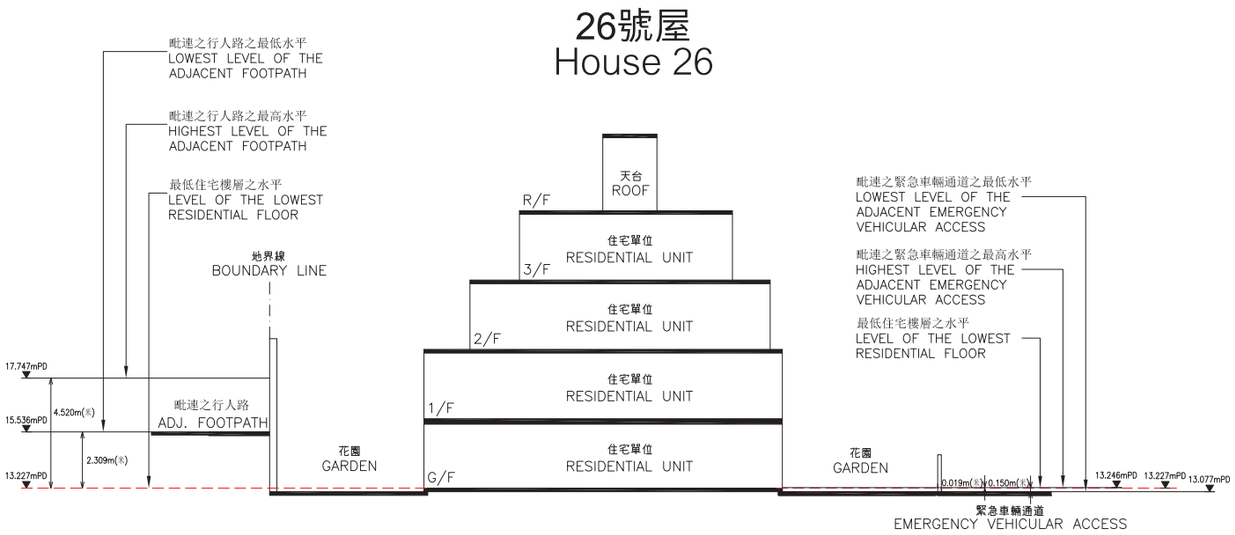


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.807 米。
3. 毗連建築物的一段行人路為香港主水平基準以上17.747 至 18.150 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.246 至 13.657 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.807 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 17.747 to 18.150 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.246 to 13.657 metres above the Hong Kong Principal Datum.



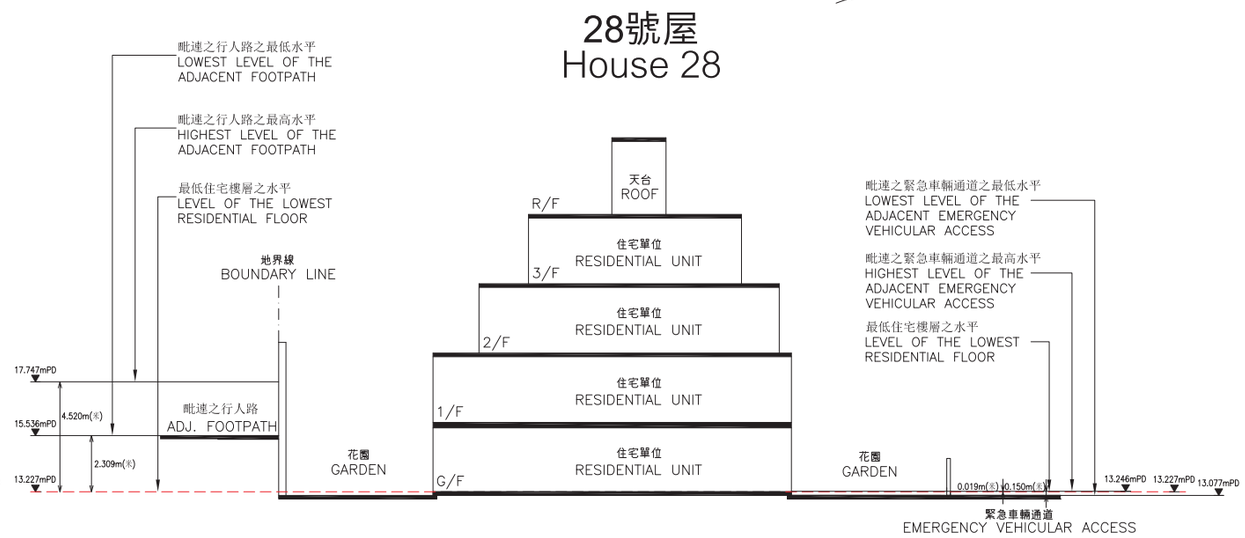
橫截面圖 T - T
Cross - Section Plan T - T



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.227 米。
3. 毗連建築物的一段行人路為香港主水平基準以上15.536 至 17.747 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 至 13.246 米。

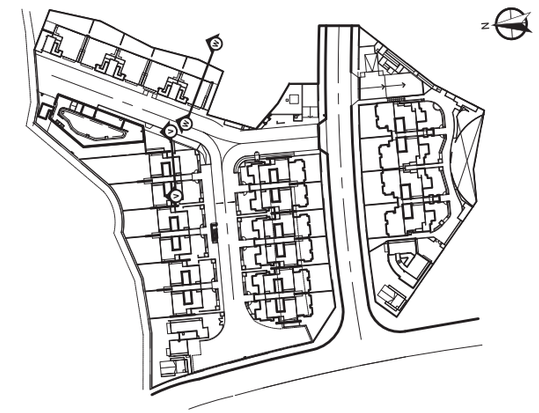
Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.227 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 15.536 to 17.747 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 to 13.246 metres above the Hong Kong Principal Datum.

橫截面圖 U - U
Cross - Section Plan U - U



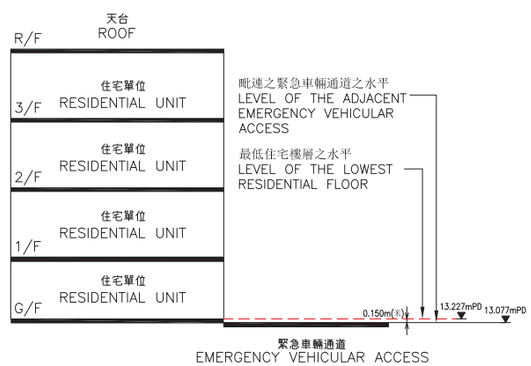
註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.227 米。
3. 毗連建築物的一段行人路為香港主水平基準以上15.536 至 17.747 米。
4. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 至 13.246 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.227 metres above the Hong Kong Principal Datum.
3. The part of Footpath adjacent to the building is 15.536 to 17.747 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 to 13.246 metres above the Hong Kong Principal Datum.



橫截面圖 V - V
Cross - Section Plan V - V

28號屋
House 28

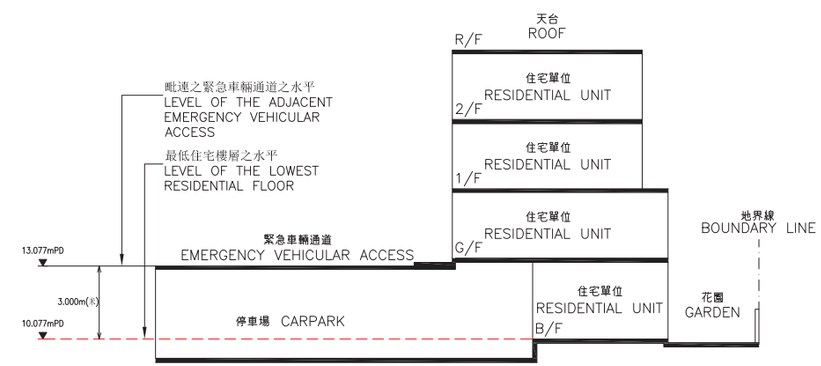


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上13.227 米。
3. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 13.227 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 metres above the Hong Kong Principal Datum.

橫截面圖 W - W
Cross - Section Plan W - W

29號屋
House 29

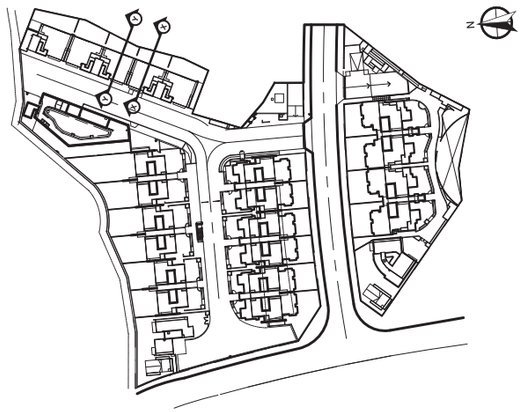


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上10.077 米。
3. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 10.077 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 metres above the Hong Kong Principal Datum.

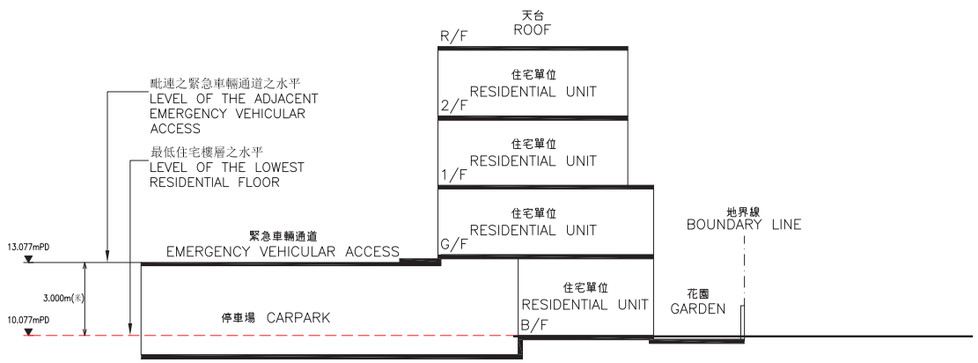
18. 發展項目中的建築物的橫截面圖

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT



橫截面圖 X - X
Cross - Section Plan X - X

30號屋
House 30

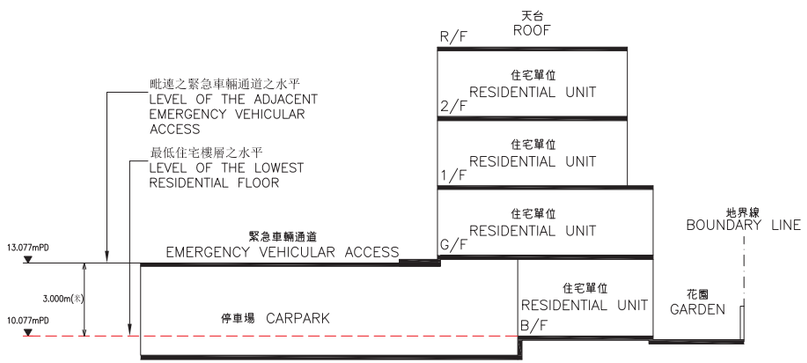


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上10.077 米。
3. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 10.077 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 metres above the Hong Kong Principal Datum.

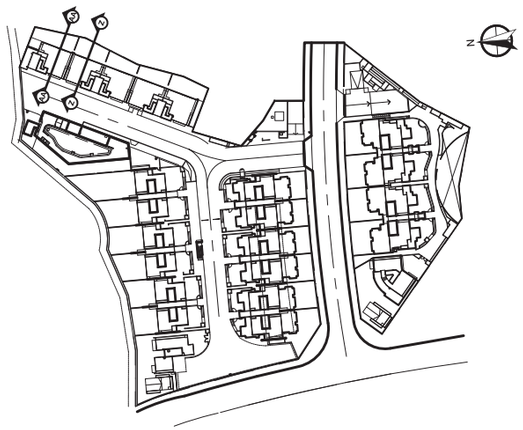
橫截面圖 Y - Y
Cross - Section Plan Y - Y

31號屋
House 31



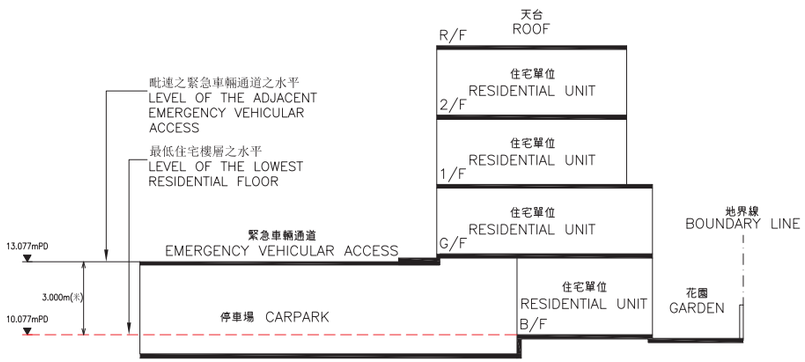
註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上10.077 米。
3. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 10.077 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 metres above the Hong Kong Principal Datum.



橫截面圖 Z - Z
Cross - Section Plan Z - Z

32號屋
House 32

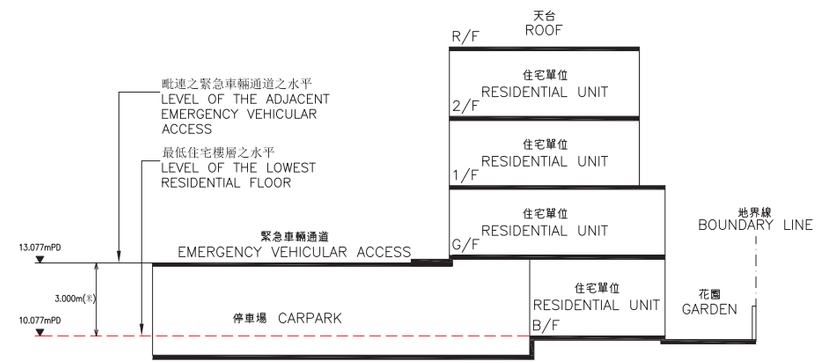


註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上10.077 米。
3. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 米。

Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 10.077 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 metres above the Hong Kong Principal Datum.

橫截面圖 AA - AA
Cross - Section Plan AA - AA

33號屋
House 33



註:
1. 紅色虛線為最低住宅樓層水平。
2. 最低住宅樓層之水平為香港主水平基準以上10.077 米。
3. 毗連建築物的一段緊急車輛通道為香港主水平基準以上13.077 米。

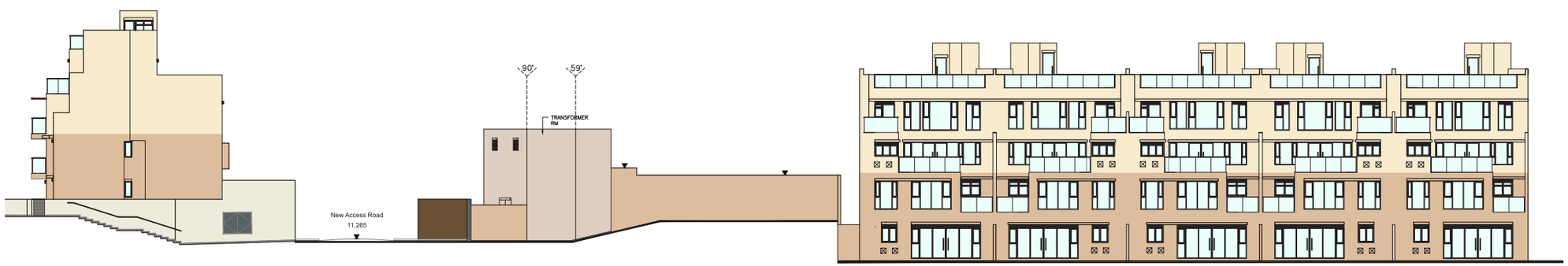
Notes:
1. Red dotted line denotes the level of the lowest residential floor.
2. The lowest floor level of the house is 10.077 metres above the Hong Kong Principal Datum.
4. The part of Emergency Vehicular Access adjacent to the building is 13.077 metres above the Hong Kong Principal Datum.

19. 立面圖
ELEVATION PLAN

平面佈置圖
Key Plan

本立面圖是按照發展項目於2007年4月16日及2007年11月14日的批准建築圖則為基礎擬備及大致上與該項目的外觀一致；然而由於未能聯絡發展項目的認可人士，本立面圖並無按照《一手住宅物業銷售條例》附表1第2部第19(3)條的規定，由該認可人士證明。

These elevations are prepared on the basis of the approved building plans for the development as of 16 April 2007 & 14 November 2007 are in general accordance with the outward appearance of the development; however these elevations have not been certified by the authorized person for the development as required under section 19(3) in Part 2 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance because the authorized person cannot be contacted.



東南立面圖
SOUTH EAST ELEVATION

19. 立面圖
ELEVATION PLAN

平面佈置圖
Key Plan

本立面圖是按照發展項目於2007年4月16日及2007年11月14日的批准建築圖則為基礎擬備及大致上與該項目的外觀一致；然而由於未能聯絡發展項目的認可人士，本立面圖並無按照《一手住宅物業銷售條例》附表1第2部第19(3)條的規定，由該認可人士證明。

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南立面圖
SOUTH ELEVATION

19. 立面圖
ELEVATION PLAN

平面佈置圖
Key Plan

本立面圖是按照發展項目於2007年4月16日及2007年11月14日的批准建築圖則為基礎擬備及大致上與該項目的外觀一致；然而由於未能聯絡發展項目的認可人士，本立面圖並無按照《一手住宅物業銷售條例》附表1第2部第19(3)條的規定，由該認可人士證明。

These elevations are prepared on the basis of the approved building plans for the development as of 16 April 2007 & 14 November 2007 are in general accordance with the outward appearance of the development; however these elevations have not been certified by the authorized person for the development as required under section 19(3) in Part 2 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance because the authorized person cannot be contacted.

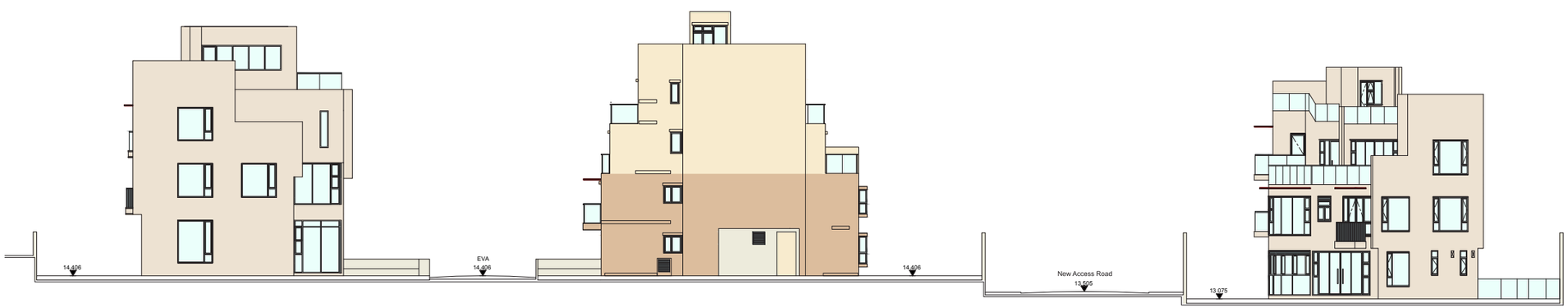
北立面圖
NORTH ELEVATION

19. 立面圖
ELEVATION PLAN

平面佈置圖
Key Plan

本立面圖是按照發展項目於2007年4月16日及2007年11月14日的批准建築圖則為基礎擬備及大致上與該項目的外觀一致；然而由於未能聯絡發展項目的認可人士，本立面圖並無按照《一手住宅物業銷售條例》附表1第2部第19(3)條的規定，由該認可人士證明。

These elevations are prepared on the basis of the approved building plans for the development as of 16 April 2007 & 14 November 2007 are in general accordance with the outward appearance of the development; however these elevations have not been certified by the authorized person for the development as required under section 19(3) in Part 2 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance because the authorized person cannot be contacted.



西立面圖
WEST ELEVATION

20. 發展項目中的公用設施的資料

INFORMATION ON COMMON FACILITIES IN THE DEVELOPMENT

	有上蓋遮蓋 Covered				沒有上蓋遮蓋 Uncovered			
	住客會所 Residents' Clubhouse		公用花園 Communal Garden		住客會所 Residents' Clubhouse		公用花園 Communal Garden	
地點 Location / 面積 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.	平方米 sq. m.	平方呎 sq. ft.
Roof 天台	47.470	511	-	-	208.269	2242	-	-
1/F	256.161	2757	-	-	9.946	107	-	-
G/F	95.567	1029	-	-	-	-	33.206	357

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－

(i) 住宅物業每一已簽立的公契。

(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 -

(i) every deed of mutual covenant in respect of the residential property that has been executed.

(b) The inspection is free of charge.