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SALES BROCHURE

售樓說明書

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You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans¹ as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

¹ The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure -
 - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;
 - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
 - interior and exterior fittings and finishes and appliances;
 - the basis on which management fees are shared;
 - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
 - whether individual owners have responsibility to maintain slopes.

² According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –

- (i) the external dimensions of each residential property;
- (ii) the internal dimensions of each residential property;
- (iii) the thickness of the internal partitions of each residential property;
- (iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a “consumption table” is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
 - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
 - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
 - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

For first-hand uncompleted residential properties

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the “Pre-sale Consent” has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

For first-hand uncompleted residential properties and completed residential properties pending compliance

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document/a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
 - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
 - For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
 - strike or lock-out of workmen;
 - riots or civil commotion;
 - force majeure or Act of God;
 - fire or other accident beyond the vendor's control;
 - war; or
 - inclement weather.
 - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
 - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

³ Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website	:	www.srpa.gov.hk
Telephone	:	2817 3313
Email	:	enquiry_srpa@hd.gov.hk
Fax	:	2219 2220

Other useful contacts:

Consumer Council

Website	:	www.consumer.org.hk
Telephone	:	2929 2222
Email	:	cc@consumer.org.hk
Fax	:	2856 3611

Estate Agents Authority

Website	:	www.eaa.org.hk
Telephone	:	2111 2777
Email	:	enquiry@eaa.org.hk
Fax	:	2598 9596

Real Estate Developers Association of Hong Kong

Telephone	:	2826 0111
Fax	:	2845 2521

Sales of First-hand Residential Properties Authority

Transport and Housing Bureau

August 2017

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：www.srpe.gov.hk），參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

2. 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額（如有）、特別基金金額（如有）、補還的水、電力及氣體按金（如有）、以及/或清理廢料的費用（如有）。

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料¹。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第 621 章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。

- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。

- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
 - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享有有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
 - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
 - 室內和外部的裝置、裝修物料和設備；
 - 管理費按甚麼基準分擔；
 - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
 - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

- 閱覽政府批地文件和公契（或公契擬稿）。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契（或公契擬稿）的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

¹ 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

² 根據條例附表 1 第 1 部第 10(2)(d) 條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項 —

- (i) 每個住宅物業的外部尺寸；
- (ii) 每個住宅物業的內部尺寸；
- (iii) 每個住宅物業的內部間隔的厚度；
- (iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表 1 第 1 部第 10(3) 條，如有關發展項目的經批准的建築圖則，提供條例附表 1 第 1 部第 10(2)(d) 條所規定的資料，樓面平面圖須述明如此規定的該資料。

8. 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的 24 小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價 **5%** 的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的 5%) 會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方(包括其獲授權代表)就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向(不論是否屬明確選擇購樓意向)。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方(包括其獲授權代表)不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/ 名稱。
- 您可委託任何地產代理(不一定是賣方所指定的地產代理)，以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該 —
 - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
 - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
 - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑问，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁(網址：www.eaa.org.hk)，查閱牌照目錄。

12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

適用於一手未落成住宅物業

13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的 14 日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
 - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的 14 日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

³ 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第 2 條。

- 認可人士可批予在預計關鍵日期之後完成發展項目
 - － 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他賣方所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - － 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - － 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的 14 日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址： www.srpa.gov.hk
電話： 2817 3313
電郵： enquiry_srpa@hd.gov.hk
傳真： 2219 2220

其他相關聯絡資料：

消費者委員會
網址： www.consumer.org.hk
電話： 2929 2222
電郵： cc@consumer.org.hk
傳真： 2856 3611

地產代理監管局
網址： www.eaa.org.hk
電話： 2111 2777
電郵： enquiry@eaa.org.hk
傳真： 2598 9596

香港地產建設商會
電話： 2826 0111
傳真： 2845 2521

運輸及房屋局

一手住宅物業銷售監管局

2017 年 8 月

Name of the Phase of the Development (the “Phase”)

Phase 1C (Towers 1A and 1B of the residential development in the Phase are called “PARK YOHO Sicilia”)

Name of the street and street number

18 Castle Peak Rd Tam Mi

The Phase consists of 1 multi-unit building

Tower 1

Total number of storeys of each multi-unit building

Tower 1 (Tower 1A, Tower 1B) : 15 storeys

The above number of storeys does not include the basement floor and the roof floor.

Floor numbering in each multi-unit building as provided in the approved building plans for the Phase

Tower 1 (Tower 1A, Tower 1B) : B/F, G/F, 1/F to 3/F, 5/F to 12/F, 15/F to 17/F

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order

4/F, 13/F and 14/F are omitted

Refuge floor (if any) of each multi-unit building

There is no refuge floor

發展項目期數名稱 (「期數」)

第 1C 期 (期數中住宅發展項目的第 1A 及 1B 座稱為「PARK YOHO Sicilia」)

街道名稱及門牌號數

青山公路潭尾段 18 號

發展項目期數包含 1 幢多單位建築物

第 1 座

每幢多單位建築物的樓層的總數

第 1 座 (第 1A 座，第 1B 座) : 15 層

上述樓層數目不包括地庫及天台。

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

第 1 座 (第 1A 座，第 1B 座) : 地庫、地下、1 樓至 3 樓、5 樓至 12 樓、15 樓至 17 樓

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

不設 4 樓、13 樓及 14 樓

每幢多單位建築物內的庇護層 (如有的話)

不設庇護層



INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE 賣方及有參與期數的其他人的資料

Vendor

Bright Strong Limited

Holding companies of the vendor

Fourseas Investments Limited
Sun Hung Kai Properties Limited

Authorized person for the Phase, and the firm or corporation of which an authorized person for the Phase is a proprietor, director or employee in his or her professional capacity

Dr. Lu Yuen Cheung Ronald of Ronald Lu & Partners (Hong Kong) Limited

Building contractor for the Phase

Chun Fai Construction Company Limited

The firm of solicitors acting for the owner in relation to the sale of the residential properties in the Phase

Mayer Brown JSM
Woo Kwan Lee & Lo
Wong & Poon

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase

The Hongkong and Shanghai Banking Corporation Limited

Any other person who has made a loan for the construction of the Phase

Sun Hung Kai Properties Holding Investment Limited

賣方

輝強有限公司

賣方的控權公司

Fourseas Investments Limited
新鴻基地產發展有限公司

期數的認可人士的姓名或名稱，如期數的認可人士以其專業身份擔任某商號或法團的經營人、董事或僱員，該商號或法團

呂元祥建築師事務所 (香港) 有限公司之呂元祥博士

期數的承建商

駿輝建築有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行
胡關李羅律師行
王潘律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

香港上海滙豐銀行有限公司

已為期數的建造提供貸款的任何其他人

Sun Hung Kai Properties Holding Investment Limited

(a)	The vendor or a building contractor for the phase is an individual, and that vendor or contractor is an immediate family member of an authorized person for the phase.	Not Applicable
(b)	The vendor or a building contractor for the phase is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person.	Not Applicable
(c)	The vendor or a building contractor for the phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person.	Not Applicable
(d)	The vendor or a building contractor for the phase is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(e)	The vendor or a building contractor for the phase is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(f)	The vendor or a building contractor for the phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person.	Not Applicable
(g)	The vendor or a building contractor for the phase is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the phase.	Not Applicable
(h)	The vendor or a building contractor for the phase is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the phase.	Not Applicable
(i)	The vendor or a building contractor for the phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors.	Not Applicable
(j)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a private company, and an authorized person for the phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(k)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(l)	The vendor or a building contractor for the phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(m)	The vendor or a building contractor for the phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor.	Not Applicable
(n)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the phase holds at least 10% of the issued shares in that vendor, holding company or contractor.	Not Applicable

(o)	The vendor, a holding company of the vendor, or a building contractor for the phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor.	Not Applicable
(p)	The vendor or a building contractor for the phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor.	A proprietor of Messers. Woo Kwan Lee & Lo, Solicitors for the Vendor, is a director of a holding company of the Vendor
(q)	The vendor or a building contractor for the phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor.	Not Applicable
(r)	The vendor or a building contractor for the phase is a corporation, and the corporation of which an authorized person for the phase is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor.	Not Applicable
(s)	The vendor or a building contractor for the phase is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor.	The Building Contractor for the Phase, Chun Fai Construction Company Limited, is an associate corporation of the Vendor and the holding companies of the Vendor

(a)	賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人。	不適用
(b)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人。	不適用
(c)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的家人。	不適用
(d)	賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	不適用
(e)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	不適用
(g)	賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h)	賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i)	賣方或該期數的承建商屬法團，而該賣方或承建商(或該賣方的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	不適用
(j)	賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少 10% 的已發行股份。	不適用
(k)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少 1% 的已發行股份。	不適用
(l)	賣方或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。	不適用
(m)	賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	不適用
(n)	賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少 10% 的已發行股份。	不適用
(o)	賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少 1% 的已發行股份。	不適用
(p)	賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書。	賣方代表律師胡關李羅律師行的一位經營人屬賣方的控權公司的董事。
(q)	賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員。	不適用
(r)	賣方或該期數的承建商屬法團，而該期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	不適用

(s)	賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	期數的承建商駿輝建築有限公司屬賣方及其控權公司的有聯繫法團。
-----	---	--------------------------------

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase.

期數將會有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.

每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property

每個住宅物業的非結構的預製外牆的總面積表

Tower 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Tower 1A 第 1A 座	1/F to 16/F 1 樓至16 樓	A	1.204
		B	0.833
		C	0.863
		D	Nil 沒有
		E	0.536
		F	0.536
	17/F 17 樓	A	Nil 沒有
		B	Nil 沒有
		C	Nil 沒有
		D	0.536
		E	0.536
Tower 1B 第 1B 座	1/F to 16/F 1 樓至16 樓	A	1.204
		B	0.833
		C	0.863
		D	Nil 沒有
		E	0.536
		F	0.536
	17/F 17 樓	A	Nil 沒有
		B	Nil 沒有
		C	Nil 沒有
		D	0.536
		E	0.536

Note: 4/F, 13/F and 14/F are omitted.

備註：不設 4 樓、13 樓及 14 樓。

There will be no curtain walls forming part of the enclosing walls of the Phase.

期數將會沒有構成圍封牆的一部分的幕牆。



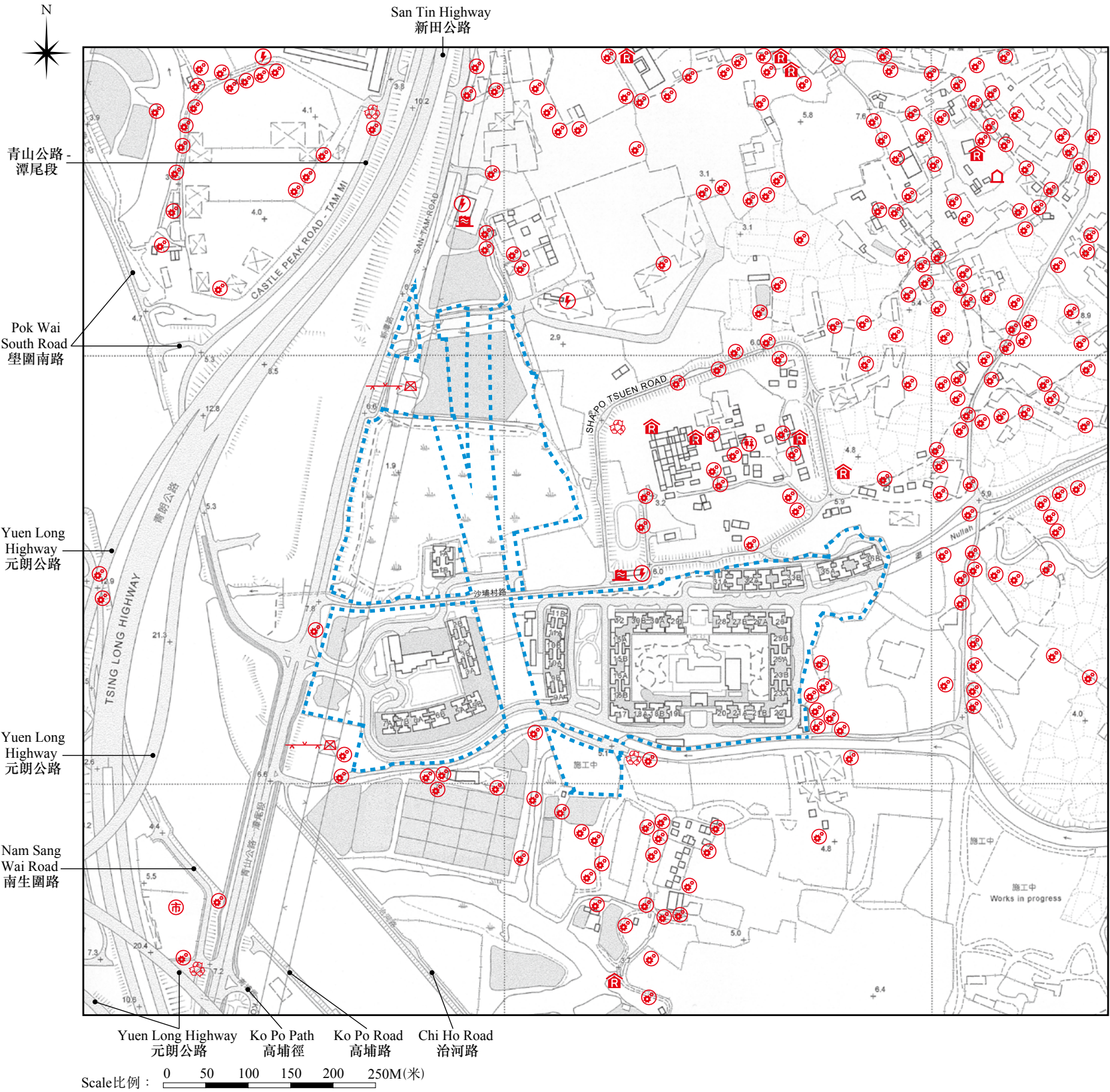
The manager of the Phase appointed under the executed deed of mutual covenant
Supreme Management Services Limited

根據已簽立的公契所委任的期數管理人
超卓管理服務有限公司

LOCATION PLAN OF THE DEVELOPMENT 發展項目的所在位置圖

This Location Plan is prepared by the Vendor with reference to the Survey Sheet (Series HP5C), Sheet No. 6-NE-A dated 11 June 2018 from Survey and Mapping Office of the Lands Department, with adjustments where necessary.

此位置圖是參考於 2018 年 6 月 11 日出版之地政總署測繪處之測繪圖(組別編號 HP5C)，圖幅編號 6-NE-A，並由賣方擬備，有需要處經修正處理。



Notation 圖例

	Sewage Treatment Works and Facilities	污水處理廠及設施
	Power Plant (including Electricity Sub-stations)	發電廠 (包括電力分站)
	Pylon	輸電塔架
	Cemetery	墳場
	Refuse Collection Point	垃圾收集站
	Market (including Wet Market and Wholesale Market)	市場 (包括濕貨市場及批發市場)
	Public Convenience	公廁
	Public Utility Installation	公用事業設施裝置
	Religious Institution (including Church, Temple and Tsz Tong)	宗教場所 (包括教堂、廟宇及祠堂)
	Sports Facilities (including Sports Ground and Swimming Pool)	體育設施 (包括運動場及游泳池)

Location of the Development
發展項目的位置

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Note:

1. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
2. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reasons that the boundary of the Development is irregular.

備註：

1. 賣方建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

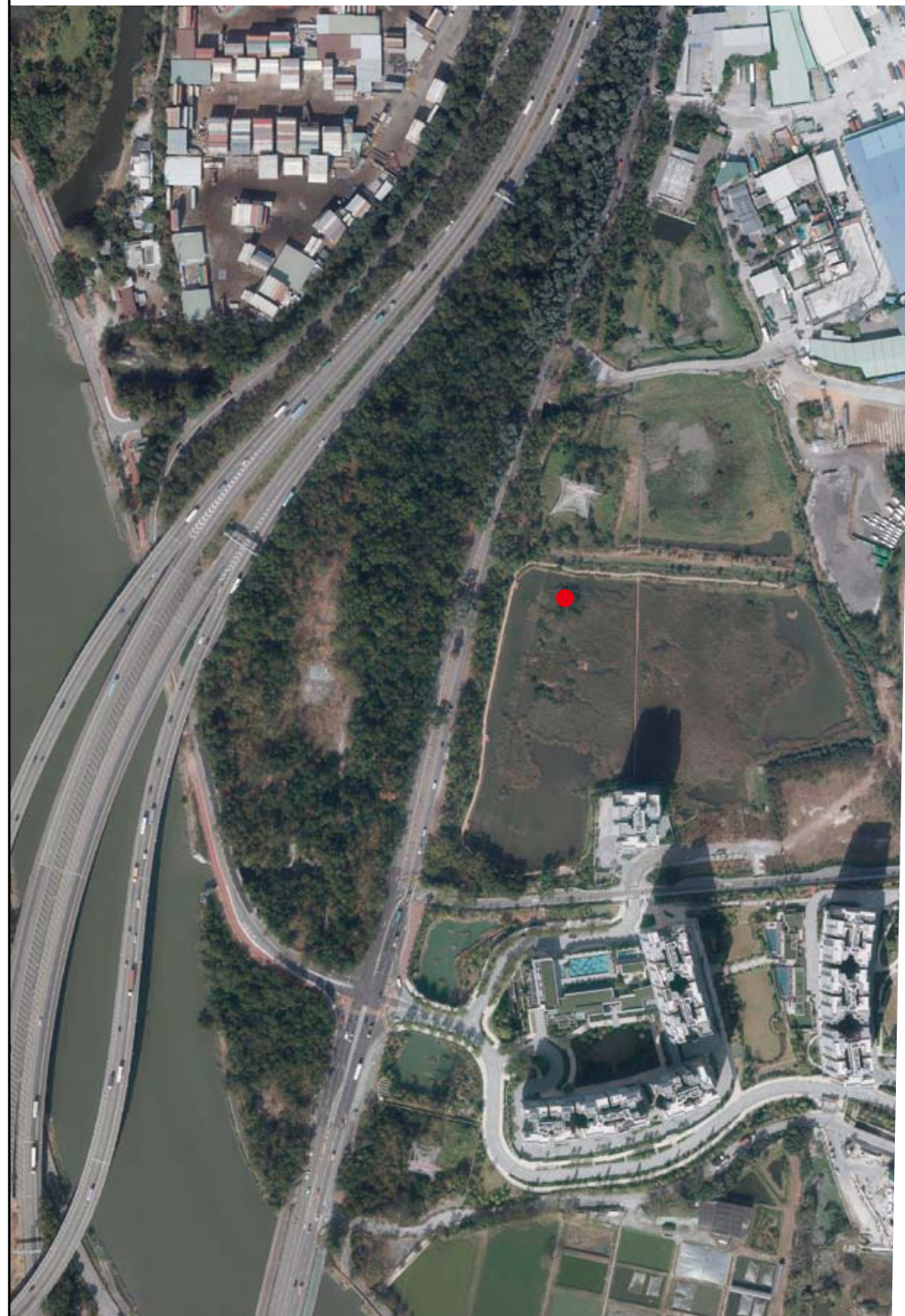
AERIAL PHOTOGRAPH OF THE PHASE 期數的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo No. E033245C, dated of flight: 3 January 2018.

摘錄自地政總署測繪處在 6,900 呎的飛行高度拍攝之鳥瞰照片，照片編號 E033245C，飛行日期：2018 年 1 月 3 日。

This blank area falls outside the coverage of the aerial photograph.

此空白範圍不為本鳥瞰照片所覆蓋。



- Location of the Phase
發展項日期數的位置

Survey and Mapping Office, Lands Department, The Government of HKSAR

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Note:

1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reasons that the boundary of the Phase is irregular.

備註：

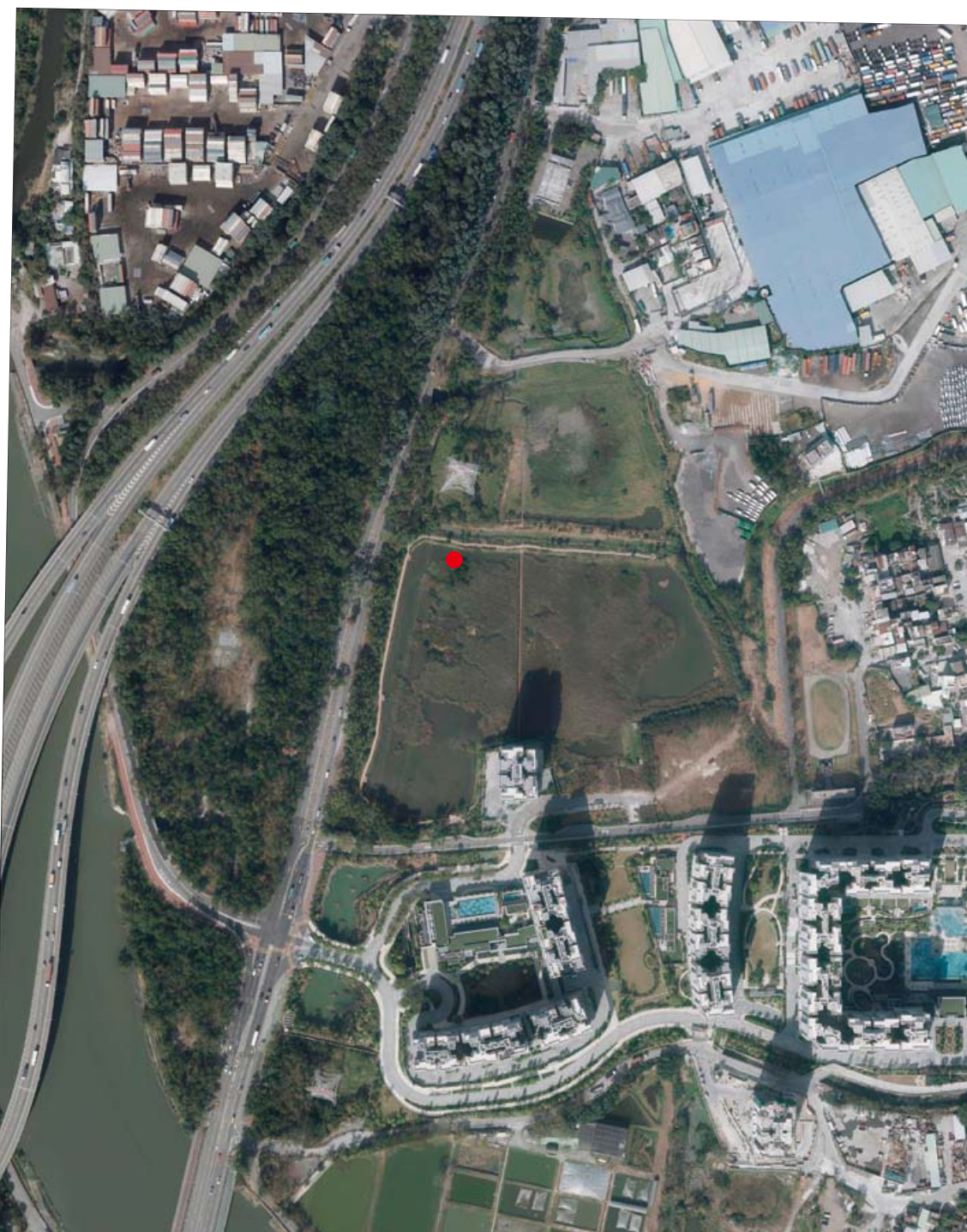
1. 發展項日期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於發展項日期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE 期數的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo No. E033246C, date of flight: 3 January 2018.

摘錄自地政總署測繪處在 6,900 呎的飛行高度拍攝之鳥瞰照片，照片編號 E033246C，飛行日期：2018 年 1 月 3 日。

This blank area falls outside the coverage of the aerial photograph.
此空白範圍不為本鳥瞰照片所覆蓋。



● Location of the Phase
發展項日期數的位置

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Note:

1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reasons that the boundary of the Phase is irregular.

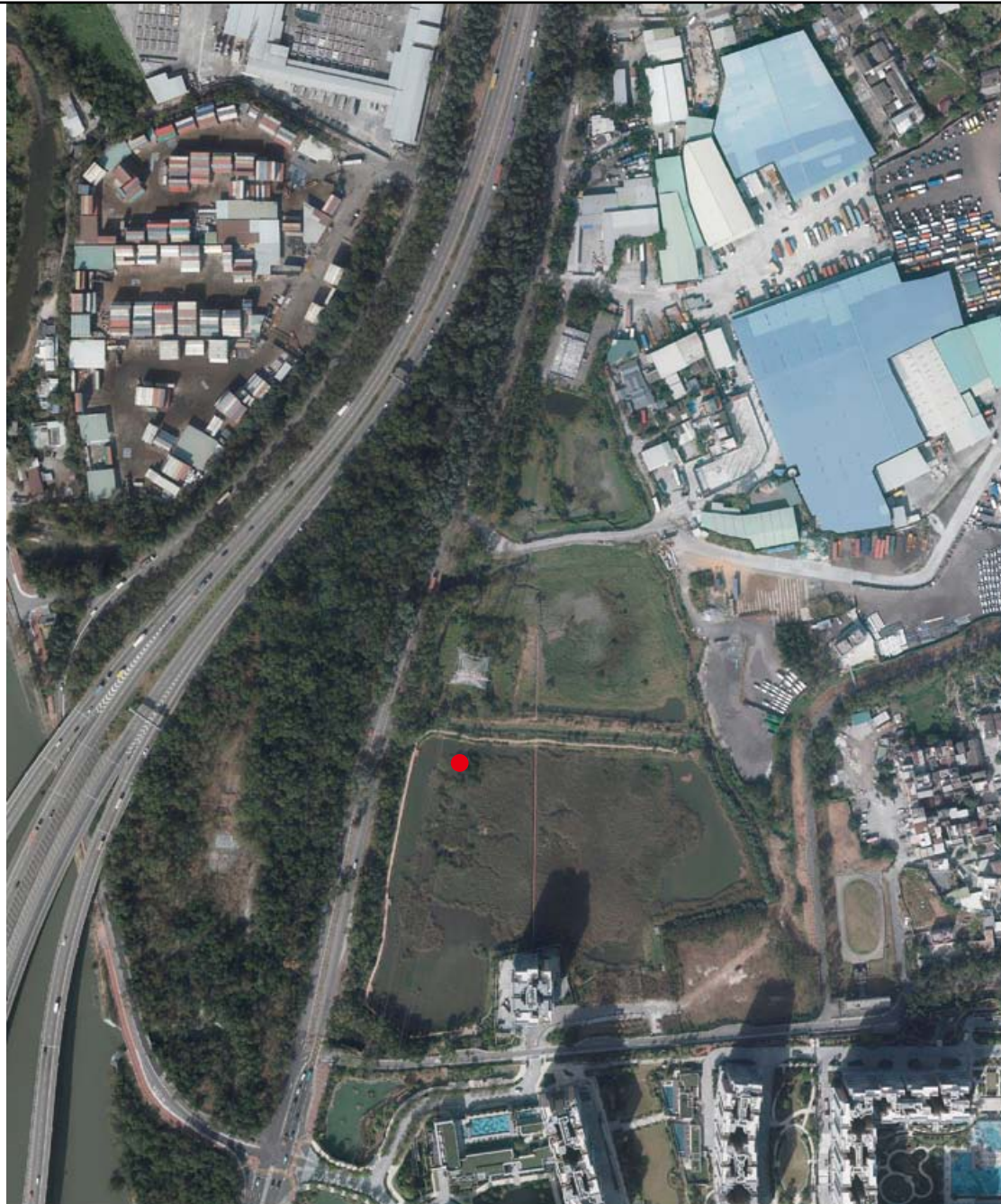
備註：

1. 發展項日期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於發展項日期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE 期數的鳥瞰照片

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of the Lands Department at a flying height of 6,900 feet, photo No. E033695C, dated of flight: 3 January 2018.

摘錄自地政總署測繪處在 6,900 呎的飛行高度拍攝之鳥瞰照片，照片編號 E033695C，飛行日期：2018 年 1 月 3 日。



This blank area falls outside the coverage of the aerial photograph.
此空白範圍不為本鳥瞰照片所覆蓋。

● Location of the Phase
發展項日期數的位置

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Note:

1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reasons that the boundary of the Phase is irregular.

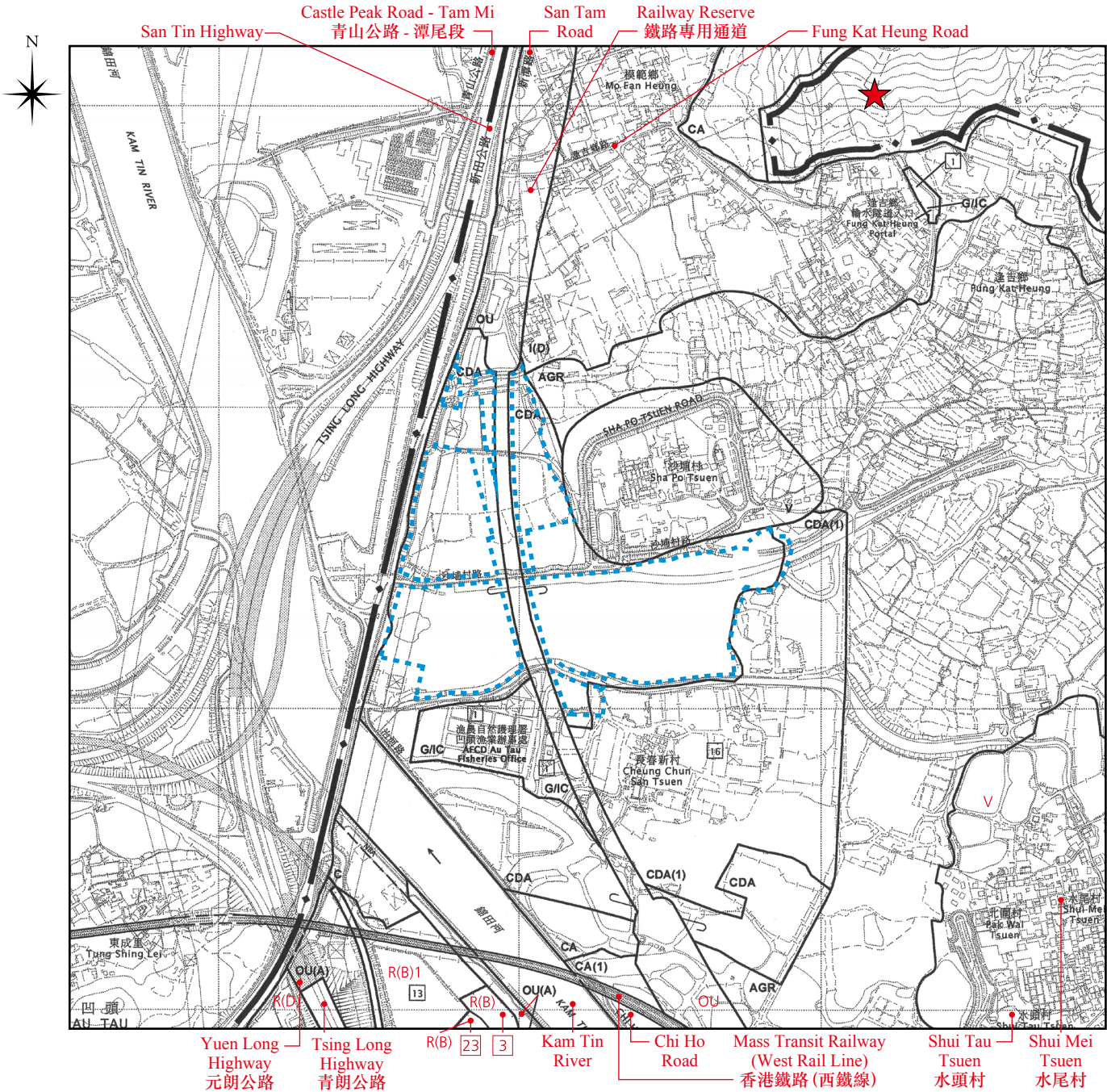
備註：

1. 發展項日期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於發展項日期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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

Adopted from part of the approved Kam Tin North Outline Zoning Plan No. S/YL-KTN/9, gazetted on 12 December 2014, with adjustments where necessary as shown in red.

摘錄自 2014 年 12 月 12 日刊憲之錦田北分區計劃大綱核准圖，圖則編號為 S/YL-KTN/9，有需要處經修正處理，以紅色顯示。



NOTATION 圖例

ZONES 地帶		
C	COMMERCIAL	商業
CDA	COMPREHENSIVE DEVELOPMENT AREA	綜合發展區
R(B)	RESIDENTIAL (GROUP B)	住宅 (乙類)
R(D)	RESIDENTIAL (GROUP D)	住宅 (丁類)
I(D)	INDUSTRIAL (GROUP D)	工業 (丁類)
G/I/C	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
V	VILLAGE TYPE DEVELOPMENT	鄉村式發展
OU	OTHER SPECIFIED USES	其他指定用途
OU(A)	OTHER SPECIFIED USES (AMENITY AREA)	其他指定用途 (美化市容地帶)
AGR	AGRICULTURE	農業
CA	CONSERVATION AREA	自然保育區
COMMUNICATIONS 交通		
	MAJOR ROAD AND JUNCTION	主要道路及路口
	ELEVATED ROAD	高架道路
	RAILWAY AND STATION	鐵路及車站
	RAILWAY AND STATION (UNDERGROUND)	鐵路及車站 (地下)
	RAILWAY AND STATION (ELEVATED)	鐵路及車站 (高架)
MISCELLANEOUS 其他		
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線
	DRAINAGE RESERVE	排水專用範圍
	NON-BUILDING AREA	非建築用地
	BUILDING HEIGHT CONTROL ZONE BOUNDARY	建築物高度管制區界線
	MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	最高建築物高度 (樓層數目)

Location of the Development
發展項目的位置

This area is not covered under Outline Zoning Plan or Development Permission Area Plan, or the plan deemed to be a draft plan.
此地帶並不被納入於分區計劃大綱圖或發展審批地區圖，或被當作草圖的圖則。

Note:

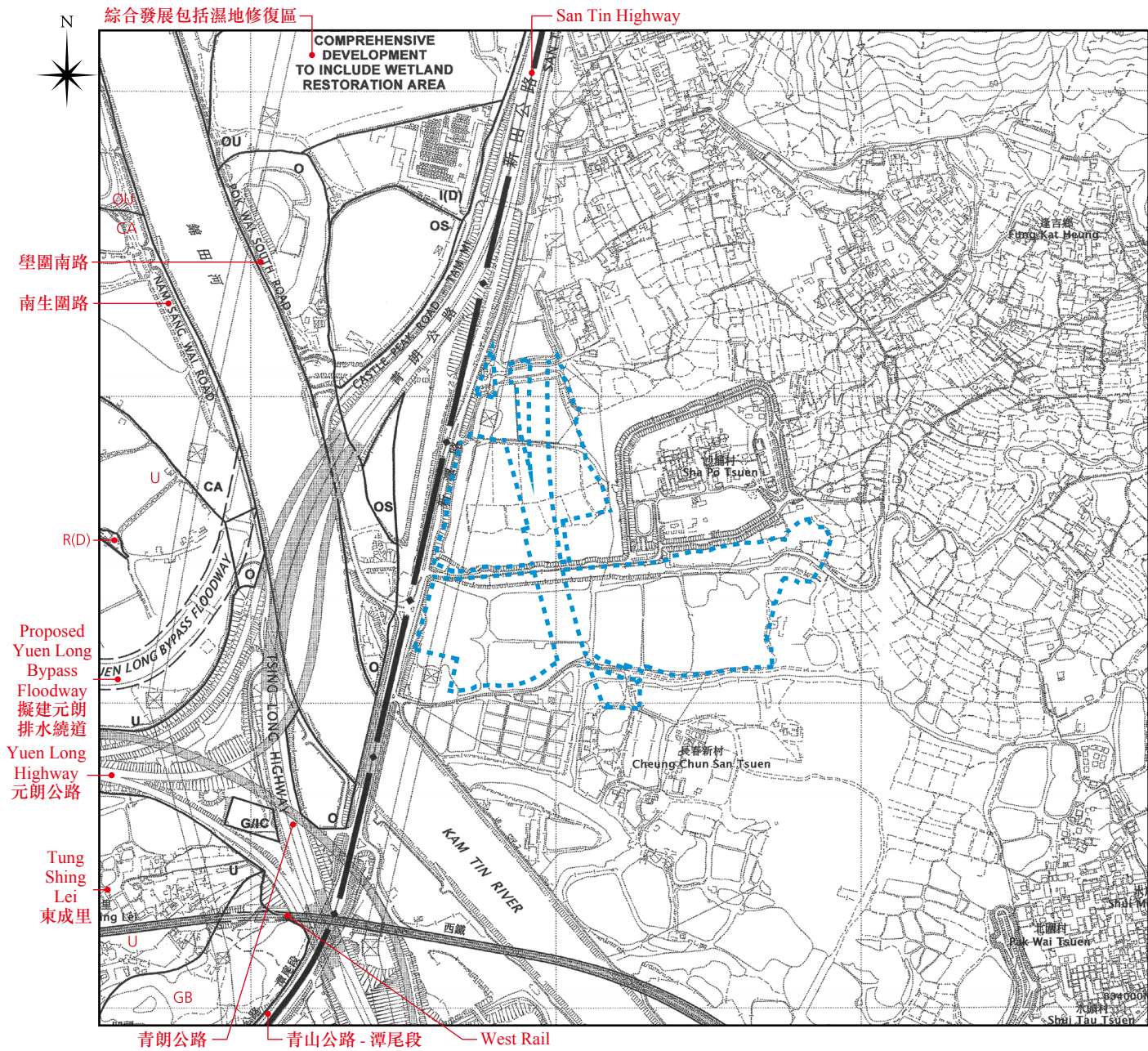
- The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
- The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reasons that the boundary of the Development is irregular.
- The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of the Hong Kong SAR.

備註：

- 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
- 賣方建議準買家到該發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 由於發展項目的邊界不規則的技術原因，此大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
- 此大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

Scale比例：100 0 100 200 300 400 500M(米)

Adopted from part of the approved Nam Sang Wai Outline Zoning Plan No. S/YL-NSW/8, gazetted on 27 October 2006, with adjustments where necessary as shown in red.
摘錄自 2006 年 10 月 27 日刊憲之南生圍分區計劃大綱核准圖，圖則編號為 S/YL-NSW/8，有需要處經修正處理，以紅色顯示。



NOTATION 圖例

ZONES 地帶		
	RESIDENTIAL (GROUP D)	住宅 (丁類)
	INDUSTRIAL (GROUP D)	工業 (丁類)
	OPEN STORGE	露天貯物
	GOVERNMENT, INSTITUTION OR COMMUNITY	政府、機構或社區
	OPEN SPACE	休憩用地
	OTHER SPECIFIED USES	其他指定用途
	UNDETERMINED	未決定用途
	GREEN BELT	綠化地帶
	CONSERVATION AREA	自然保育區
COMMUNICATIONS 交通		
	MAJOR ROAD AND JUNCTION	主要道路及路口
	ELEVATED ROAD	高架道路
	WEST RAIL AND STATION (UNDERGROUND)	西鐵及車站 (地下)
	WEST RAIL AND STATION (ELEVATED)	西鐵及車站 (高架)
MISCELLANEOUS 其他		
	BOUNDARY OF PLANNING SCHEME	規劃範圍界線
	DRAINAGE RESERVE	排水專用範圍

Location of the Development
發展項目的位置

Note:

- The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure are available for free inspection at the sales office during opening hours.
- The Vendor advises prospective purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.
- The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reasons that the boundary of the Development is irregular.
- The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. © The Government of the Hong Kong SAR.

備註：

- 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
- 賣方建議準買家到該發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
- 由於發展項目的邊界不規則的技術原因，此大綱圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
- 此大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。

Scale比例： 100 0 100 200 300 400 500M(米)

LAYOUT PLAN OF THE DEVELOPMENT 發展項目的布局圖





LAYOUT PLAN OF THE DEVELOPMENT 發展項目的布局圖

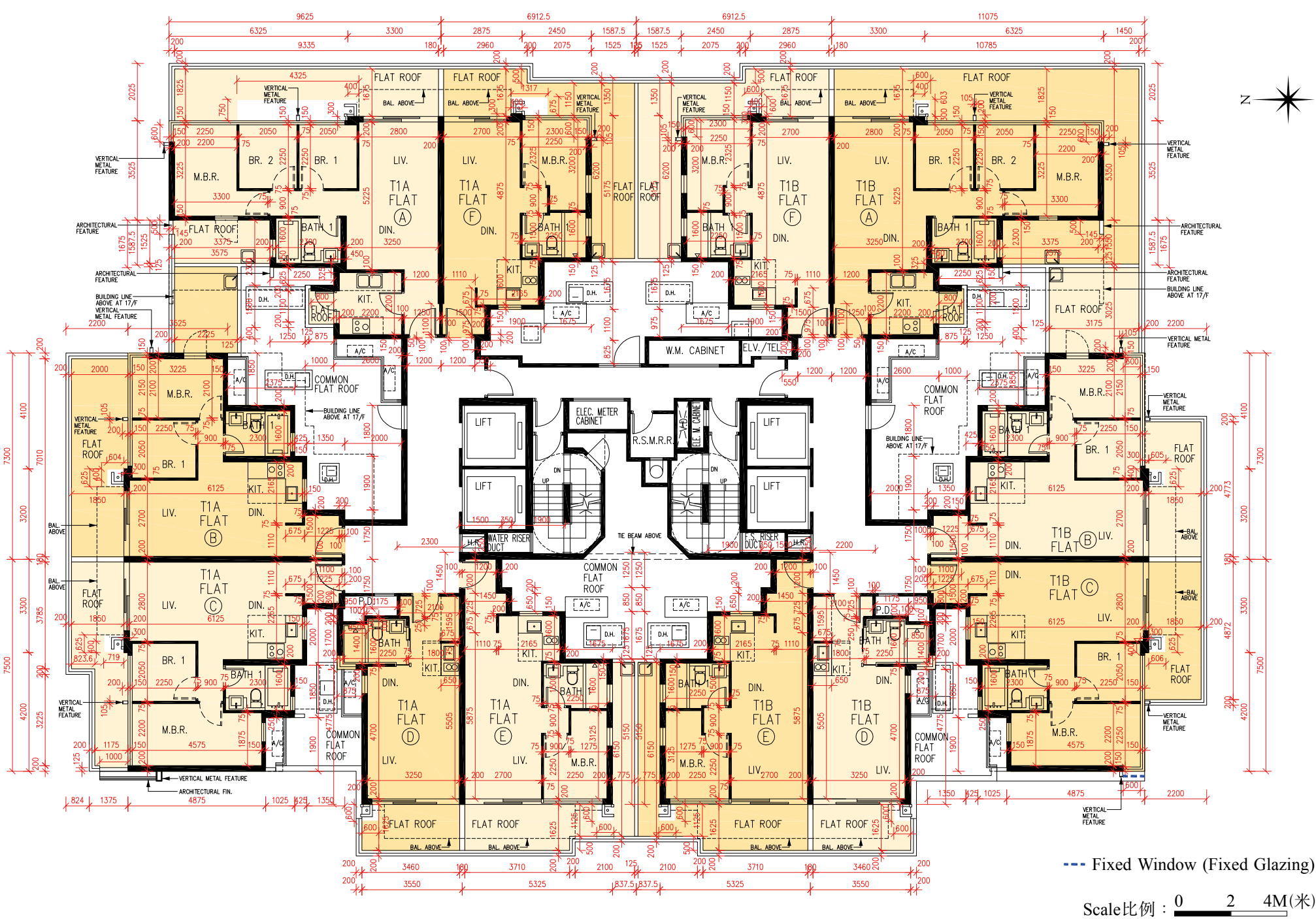
Legend of Terms and Abbreviations used on Layout Plan of the Development
發展項目的布局圖中所使用名詞及簡稱之圖例

Access Lane to Channel = 道路通往隧道
ACCESS ROAD TO CHEUNG CHUN SAN TSUEN = 道路通往長春新村
Carpark Entrance = 停車場出入口
Clubhouse (at B/F and G/F) = 會所 (於地庫及地下)
DSD Maintenance Access Road = Drainage Services Department Maintenance Access Road = 渠務署維修通道
Development Entrance = 發展項目的入口
Diverted Track = 改道道路
E.V.A. = Emergency Vehicular Access = 緊急車輛通道
Ecological Enhancement Area = 生態保育區
Entrance to Transport Terminus (at G/F) = 交通總匯出入口 (於地下)
Existing Track = 現有道路
Flat Roof = 平台
Fun Pool = 嬉水池
Indoor Swimming Pool = 室內游泳池
Internal Driveway = 內部車道
Kindergarten (at G/F) = 幼稚園 (於地下)
Landscaped Area = 園景區
Landscaped Area (Dog's Park) = 園景區 (狗公園)
Landscaped Area On Roof (For Outdoor BBQ) = 天台之園景區 (供戶外燒烤)
Landscaped Area (For Outdoor Activities) = 園景區 (供戶外活動)
Lawn = 草坪
Outdoor Swimming Pool = 室外游泳池
Phase 2A = 第 2A 期
Phase 2B = 第 2B 期
Phase 2C = 第 2C 期
Planter = 花槽
Private Street = 私家路
Residential Clubhouse = 住客會所
Residential Clubhouse (at B/F and G/F) = 住客會所 (於地庫及地下)
SAN TAM ROAD = 新潭路
SHA PO TSUEN ROAD = 沙埔村路
Shop (at G/F) = 商店 (於地下)
SUBSEQUENT PHASE = 後續期數
Tennis Court (Lawn) = 網球場 (草坪)
TOWER * = 第 * 座
Transport Terminus (at G/F) = 交通總匯 (於地下)

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Tower 1A & 1B
1/F

第1A座及第1B座
1樓



1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
2. Please refer to page AL5 - AL6 of this sales brochure for legend of the terms and abbreviations shown on the floor plan above and the explanatory notes that are applicable thereto.

1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
2. 以上平面圖中顯示之名詞、簡稱及其適用的附註，請參閱本售樓說明書第 AL5 至 AL6 頁。

Note: The dimensions of the floor plans are all structural dimensions in millimeter.

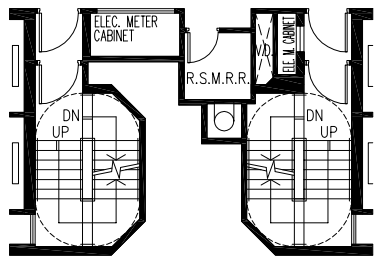
備註：樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

Flat 單位	Tower 1A 第 1A 座						Tower 1B 第 1B 座					
	A	B	C	D	E	F	A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	150, 175	150, 175	150, 175	150	150	150	150, 175	150, 175	150, 175	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)	3000	3000	3000	3000	3000	3000	2800, 3000	3000	3000	3000	3000	3000

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Tower 1A & 1B
2/F-3/F, 5/F-12/F, 15/F-16/F

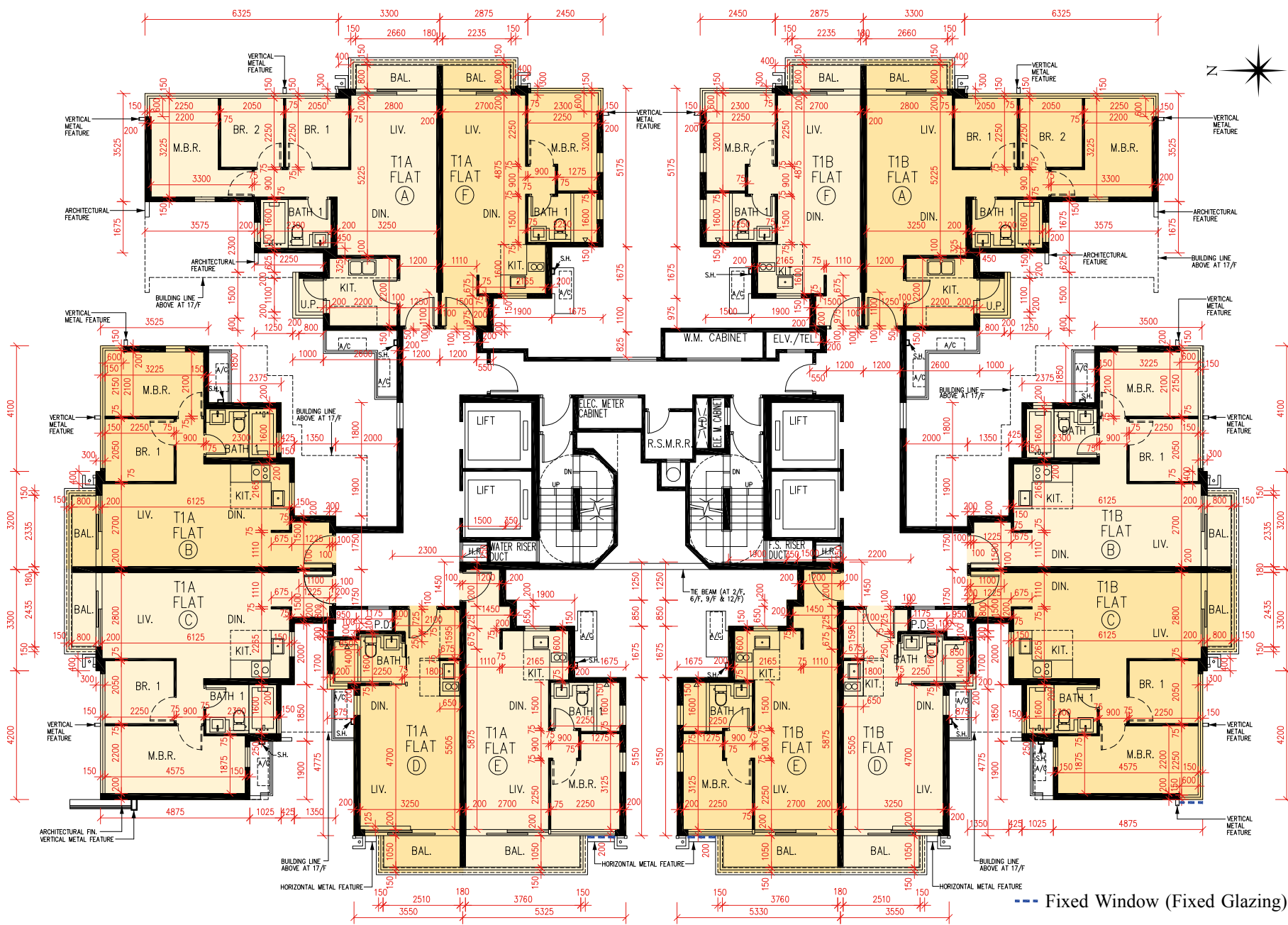
第1A座及第1B座
2樓至3樓、5樓至12樓、15樓至16樓



16/F PART PLAN
16樓之局部平面圖

1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
2. Please refer to page AL5 - AL6 of this sales brochure for legend of the terms and abbreviations shown on the floor plan above and the explanatory notes that are applicable thereto.
1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
2. 以上平面圖中顯示之名詞、簡稱及其適用的附註，請參閱本售樓說明書第AL5至AL6頁。

Note: The dimensions of the floor plans are all structural dimensions in millimeter.
備註：樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。



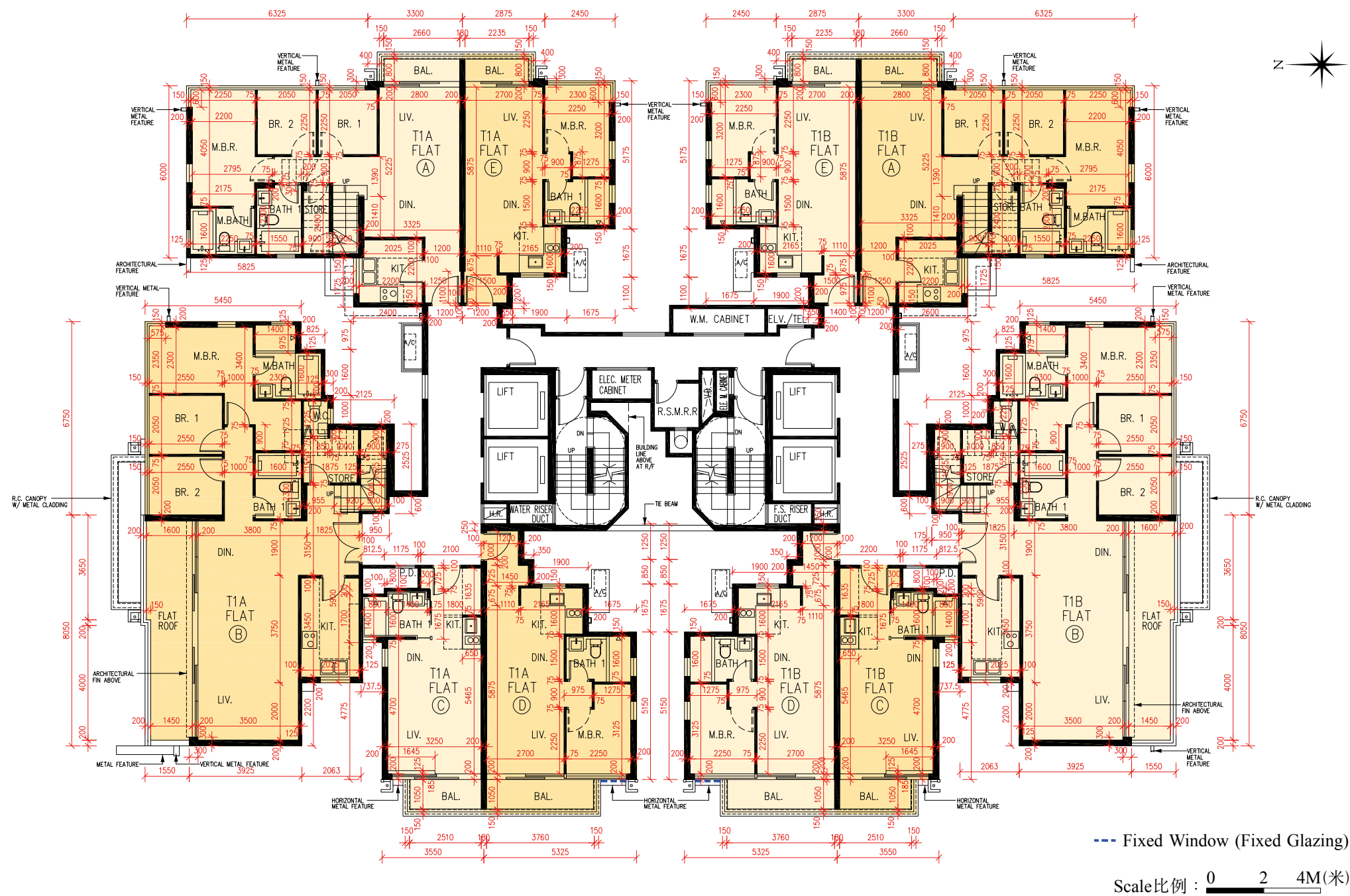
Scale比例：0 2 4M(米)

Floor 樓層	Tower 1A 第1A座												Tower 1B 第1B座											
	2/F-3/F, 5/F-12/F & 15/F 2樓至3樓、5樓至12樓及15樓						16/F 16樓						2/F-3/F, 5/F-12/F & 15/F 2樓至3樓、5樓至12樓及15樓						16/F 16樓					
Flat 單位	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板(不包括灰泥)的厚度(毫米)	150, 175	150, 175	150, 175	150	150	150	150, 175	150, 225, 300	150, 175	150	150	150	150, 175	150, 175	150, 175	150	150	150	150, 175	150, 225, 300	150, 175	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度(毫米)	3000	3000	3000	3000	3000	3000	3100, 3300	3000, 3150, 3240, 3300	3150, 3300	3100, 3150, 3300	3060, 3150, 3300	3060, 3300	3000	3000	3000	3000	3000	3000	3100, 3300	3000, 3150, 3240, 3300	3150, 3300	3100, 3150, 3300	3060, 3150, 3300	3060, 3300

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Tower 1A & 1B
17/F

第1A座及第1B座
17樓



1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
 2. Please refer to page AL5 - AL6 of this sales brochure for legend of the terms and abbreviations shown on the floor plan above and the explanatory notes that are applicable thereto.
1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
 2. 以上平面圖中顯示之名詞、簡稱及其適用的附註，請參閱本售樓說明書第 AL5 至 AL6 頁。

Note: The dimensions of the floor plans are all structural dimensions in millimeter.

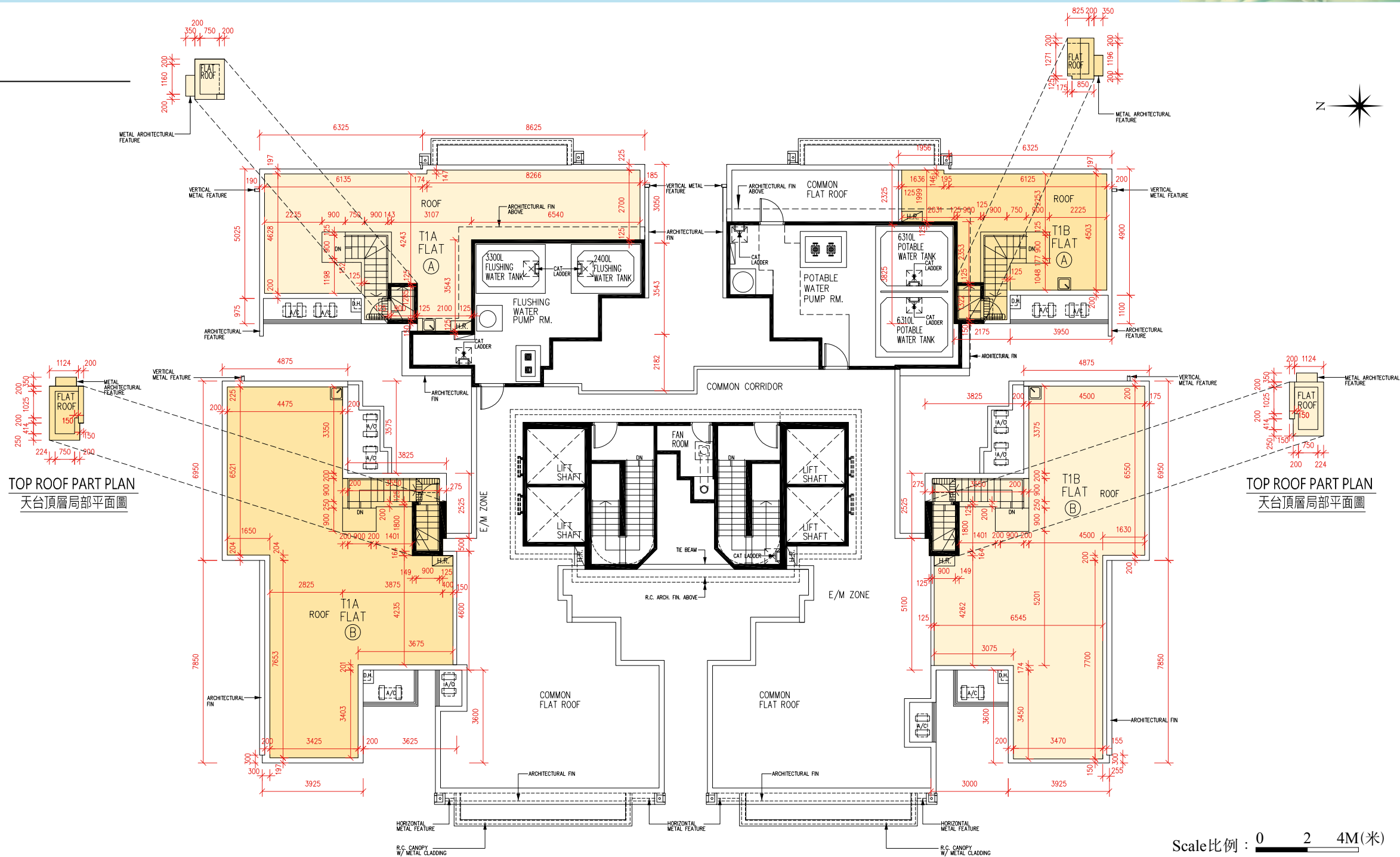
備註：樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

Flat 單位	Tower 1A 第 1A 座					Tower 1B 第 1B 座				
	A	B	C	D	E	A	B	C	D	E
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	150	150, 175	150	150	150	150	150, 175	150	150	150
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)	3300	3300	3300	3300	3300	3300	3300	3300	3300	3300

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Tower 1A & 1B
Roof

第1A座及第1B座
天台



1. The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
2. Please refer to page AL5 - AL6 of this sales brochure for legend of the terms and abbreviations shown on the floor plan above and the explanatory notes that are applicable thereto.
1. 因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
2. 以上平面圖中顯示之名詞、簡稱及其適用的附註，請參閱本售樓說明書第AL5至AL6頁。

Note: The dimensions of the floor plans are all structural dimensions in millimeter.

備註：樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸。

Flat 單位	Tower 1A 第1A座		Tower 1B 第1B座	
	A	B	A	B
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板 (不包括灰泥) 的厚度 (毫米)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
The floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度 (毫米)	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

Legend of Terms and Abbreviations used on Floor Plans 樓面平面圖中所使用名詞及簡稱之圖例

A/C / A/C PLATFORM = AIR-CONDITIONING PLATFORM = 冷氣機平台
A/C PLATFORM ABOVE AT 17/F = AIR-CONDITIONING PLATFORM ABOVE AT 17 FLOOR = 冷氣機平台置上於第 17 樓
ARCHITECTURAL FEATURE = 建築裝飾
ARCH. FIN. = ARCHITECTURAL FIN = 建築鰭
ARCHITECTURAL FIN ABOVE = 建築鰭置上
BAL. = BALCONY = 露台
BAL. ABOVE = BALCONY ABOVE = 露台置上
BATH 1 = BATHROOM 1 = 浴室 1
BR. 1 = BEDROOM 1 = 睡房 1
BR. 2 = BEDROOM 2 = 睡房 2
BUILDING LINE ABOVE AT */F = 於第 * 樓樓宇外牆線置上
CAT LADDER = 豎梯
COMMON CORRIDOR = 公用走廊
COMMON FLAT ROOF = 公共平台
DIN. = DINING ROOM = 飯廳
DN = DOWN = 下
D.H. = DOG HOUSE = 管道房
ELEC. METER CABINET / ELE. M CABINET = ELECTRIC METER CABINET = 電錶櫃
E/M ZONE = ELECTRICAL AND MECHANICAL ZONE = 機電區
ELV & TEL = EXTRA-LOW VOLTAGE AND TELEPHONE DUCT = 特低電壓槽及電話線槽
F.S. RISER DUCT = FIRE SERVICES RISER DUCT = 消防豎管槽
FAN ROOM = 風機室
FIXED WINDOW (FIXED GLAZING) = 固定窗戶 (固定玻璃)
FLAT ROOF = 平台
FLUSHING WATER TANK = 沖廁水缸房

FLUSHING WATER PUMP RM. / FLUSHING WATER WATER PUMP RM. = FLUSHING WATER PUMP ROOM = 沖廁水泵房
H.R. = HOSE REEL = 消防喉轆
HORIZONTAL METAL FEATURE = 橫置金屬裝飾
KIT. = KITCHEN = 廚房
LIFT = 升降機
LIFT SHAFT = 升降機槽
LIV. = LIVING ROOM = 客廳
M. BATH = MASTER BATHROOM = 主人浴室
M.B.R. = MASTER BEDROOM = 主人睡房
METAL ARCH. FEATURE = METAL ARCHITECTURAL FEATURE = 金屬建築裝飾
P.D. = PIPE DUCT = 管道槽
POTABLE PUMP TANK = 食用水缸房
POTABLE WATER PUMP RM. = POTABLE WATER PUMP ROOM = 食用水泵房
R.C. ARCH. FIN. ABOVE = REINFORCED CONCRETE ARCHITECTURAL FIN ABOVE = 鋼筋混凝土建築鰭置上
R.C. CANOPY W/. METAL CLADDING = REINFORCED CONCRETE CANOPY WITH METAL CLADDING = 鋼筋混凝土連金屬覆蓋層簷篷
ROOF = 天台
R.S.M.R.R. = REFUSE STORAGE AND MATERIAL RECOVERY ROOM = 垃圾及物料回收房
S.H. = SAFETY HOOK = 安全掛鉤
STORE = 儲物室
TIE BEAM = 系樑
TIE BEAM ABOVE = 系樑置上
TIE BEAM (AT 2/F, 6/F, 9/F & 12/F) = 系樑 (只於第 2 樓、6 樓、9 樓及 12 樓)
U.P. = UTILITY PLATFORM = 工作平台
UP = 上

Explanatory note:

1. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter, etc, are architectural symbols retrieved from the latest approved general building plans and for general indication only.
2. There may be architectural features and exposed pipes on external walls.
3. There may be ceiling bulkheads and sunken slab of the above units at living room, dining room, bedrooms, bathrooms, water closet, stores, kitchen and/or corridors of some residential units for the air-conditioning system and/or mechanical and electrical services.
4. The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
5. There may be communal pipes and/or mechanical and electrical services within the balconies, utility platforms and roofs of some residential units.
6. Balconies and utility platforms are non-enclosed areas.

附註：

1. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
2. 外牆或設有建築裝飾及外露喉管道。
3. 部份住宅單位之客廳、飯廳、睡房、浴室、廁所、儲物室、廚房及 / 或走廊，或設有假天花及上層跌級樓板，內裝有冷氣及 / 或其他機電設備。
4. 部份單位之天花高度將會因應上層單位之結構、建築設計及 / 或裝修設計上的需要而有差異。
5. 部份住宅單位之露台、工作平台及天台內或裝有公用喉管及 / 或其他機電設備。
6. 露台及工作平台為不可封閉的地方。



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE 期數的住宅物業的樓面平面圖

Legend of Terms and Abbreviations used on Floor Plans 樓面平面圖中所使用名詞及簡稱之圖例

V.D / V.D. = VENTILATION DUCT = 通風管道槽
VERTICAL METAL FEATURE = 垂直金屬裝飾
W.C. = WATER CLOSET = 廁所
W.M. CABINET / W.M CABINET = WATER METER CABINET = 水錶櫃
WATER RISER DUCT = 水豎管槽

Explanatory note:

1. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter, etc, are architectural symbols retrieved from the latest approved general building plans and for general indication only.
2. There may be architectural features and exposed pipes on external walls.
3. There may be ceiling bulkheads and sunken slab of the above units at living room, dining room, bedrooms, bathrooms, water closet, stores, kitchen and/or corridors of some residential units for the air-conditioning system and/or mechanical and electrical services.
4. The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
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附註：

1. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
2. 外牆或設有建築裝飾及外露喉管道。
3. 部份住宅單位之客廳、飯廳、睡房、浴室、廁所、儲物室、廚房及 / 或走廊，或設有假天花及上層跌級樓板，內裝有冷氣及 / 或其他機電設備。
4. 部份單位之天花高度將會因應上層單位之結構、建築設計及 / 或裝修設計上的需要而有差異。
5. 部份住宅單位之露台、工作平台及天台內或裝有公用喉管及 / 或其他機電設備。
6. 露台及工作平台為不可封閉的地方。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台，如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1A 第 1A 座	1/F 1 樓	A	54.092 (582) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	18.011 (194)	－	－	－	－	－	－
		B	43.070 (464) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	18.564 (200)	－	－	－	－	－	－
		C	46.754 (503) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	9.834 (106)	－	－	－	－	－	－
		D	27.009 (291) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	4.821 (52)	－	－	－	－	－	－
		E	36.920 (397) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	10.925 (118)	－	－	－	－	－	－
		F	35.444 (382) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	14.838 (160)	－	－	－	－	－	－

The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Note:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

實用面積，以及露台、工作平台及陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註：

上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台，如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1B 第 1B 座	1/F 1 樓	A	54.092 (582) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	29.370 (316)	－	－	－	－	－	－
		B	43.070 (464) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	17.046 (183)	－	－	－	－	－	－
		C	46.754 (503) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	8.241 (89)	－	－	－	－	－	－
		D	27.009 (291) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	4.821 (52)	－	－	－	－	－	－
		E	36.920 (397) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	10.925 (118)	－	－	－	－	－	－
		F	35.444 (382) Balcony 露台：－ Utility Platform 工作平台：－ Verandah 陽台：－	－	－	－	15.292 (165)	－	－	－	－	－	－

The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Note:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

實用面積，以及露台、工作平台及陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註：

上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎。

第 III 部分：以下裝置乃按機電工程署公布的相關實務守則設計：—			
裝置類型	是	否	不適用
照明裝置	✓		
空調裝置	✓		
電力裝置	✓		
升降機及自動梯的裝置	✓		
以總能源為本的方法	✓		

註腳：

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

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台，如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1A 第 1A 座	2/F-3/F, 5/F-12/F, 15/F-16/F 2 樓至 3 樓、 5 樓至 12 樓、 15 樓至 16 樓	A	58.347 (628) Balcony 露台： 2.755 (30) Utility Platform 工作平台： 1.500 (16) Verandah 陽台： -	-	-	-	-	-	-	-	-	-	-
		B	45.516 (490) Balcony 露台： 2.446 (26) Utility Platform 工作平台： - Verandah 陽台： -	-	-	-	-	-	-	-	-	-	-
		C	49.295 (531) Balcony 露台： 2.541 (27) Utility Platform 工作平台： - Verandah 陽台： -	-	-	-	-	-	-	-	-	-	-
		D	30.309 (326) Balcony 露台： 3.300 (36) Utility Platform 工作平台： - Verandah 陽台： -	-	-	-	-	-	-	-	-	-	-
		E	41.720 (449) Balcony 露台： 4.800 (52) Utility Platform 工作平台： - Verandah 陽台： -	-	-	-	-	-	-	-	-	-	-
		F	37.795 (407) Balcony 露台： 2.351 (25) Utility Platform 工作平台： - Verandah 陽台： -	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Note:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

實用面積，以及露台、工作平台及陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註：

上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台，如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1B 第 1B 座	2/F–3/F, 5/F–12/F, 15/F–16/F 2 樓至 3 樓、 5 樓至 12 樓、 15 樓至 16 樓	A	58.347 (628) Balcony 露台：2.755 (30) Utility Platform 工作平台：1.500 (16) Verandah 陽台：—	—	—	—	—	—	—	—	—	—	—
		B	45.516 (490) Balcony 露台：2.446 (26) Utility Platform 工作平台：— Verandah 陽台：—	—	—	—	—	—	—	—	—	—	—
		C	49.295 (531) Balcony 露台：2.541 (27) Utility Platform 工作平台：— Verandah 陽台：—	—	—	—	—	—	—	—	—	—	—
		D	30.309 (326) Balcony 露台：3.300 (36) Utility Platform 工作平台：— Verandah 陽台：—	—	—	—	—	—	—	—	—	—	—
		E	41.720 (449) Balcony 露台：4.800 (52) Utility Platform 工作平台：— Verandah 陽台：—	—	—	—	—	—	—	—	—	—	—
		F	37.795 (407) Balcony 露台：2.351 (25) Utility Platform 工作平台：— Verandah 陽台：—	—	—	—	—	—	—	—	—	—	—

The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Note:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

實用面積，以及露台、工作平台及陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註：

上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台，如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1A 第 1A 座	17/F 17 樓	A	67.495 (727) Balcony 露台：2.755 (30) Utility Platform 工作平台：- Verandah 陽台：-	-	-	-	-	-	-	57.136 (615)	1.208 (13)	-	-
		B	92.822 (999) Balcony 露台：- Utility Platform 工作平台：- Verandah 陽台：-	-	-	-	10.685 (115)	-	-	79.393 (855)	1.671 (18)	-	-
		C	30.075 (324) Balcony 露台：3.300 (36) Utility Platform 工作平台：- Verandah 陽台：-	-	-	-	-	-	-	-	-	-	-
		D	41.720 (449) Balcony 露台：4.800 (52) Utility Platform 工作平台：- Verandah 陽台：-	-	-	-	-	-	-	-	-	-	-
		E	37.795 (407) Balcony 露台：2.351 (25) Utility Platform 工作平台：- Verandah 陽台：-	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Note:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

實用面積，以及露台、工作平台及陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註：

上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE 期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (Including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台，如有) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning Plant Room 空調機房	Bay Window 窗台	Cockloft 閣樓	Flat Roof 平台	Garden 花園	Parking Space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1B 第 1B 座	17/F 17 樓	A	67.495 (727) Balcony 露台 : 2.755 (30) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	30.513 (328)	1.241 (13)	-	-
		B	92.822 (999) Balcony 露台 : - Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	10.685 (115)	-	-	77.784 (837)	1.671 (18)	-	-
		C	30.075 (324) Balcony 露台 : 3.300 (36) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	41.720 (449) Balcony 露台 : 4.800 (52) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	37.795 (407) Balcony 露台 : 2.351 (25) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Note:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

實用面積，以及露台、工作平台及陽台 (如有) 的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註：

上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎。

FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖

BASEMENT FLOOR PLAN
地庫平面圖



- Residential Car Parking Space
住客停車位
- Residential (Disabled) Parking Space
住客(傷健人士)停車位
- Residential Visitors' Car Parking Space
住客訪客停車位
- Residential Motor Cycle Parking Space
住客電單車停車位
- Residential Bicycle Parking Space
住客單車停車位

KEY PLAN 指示圖

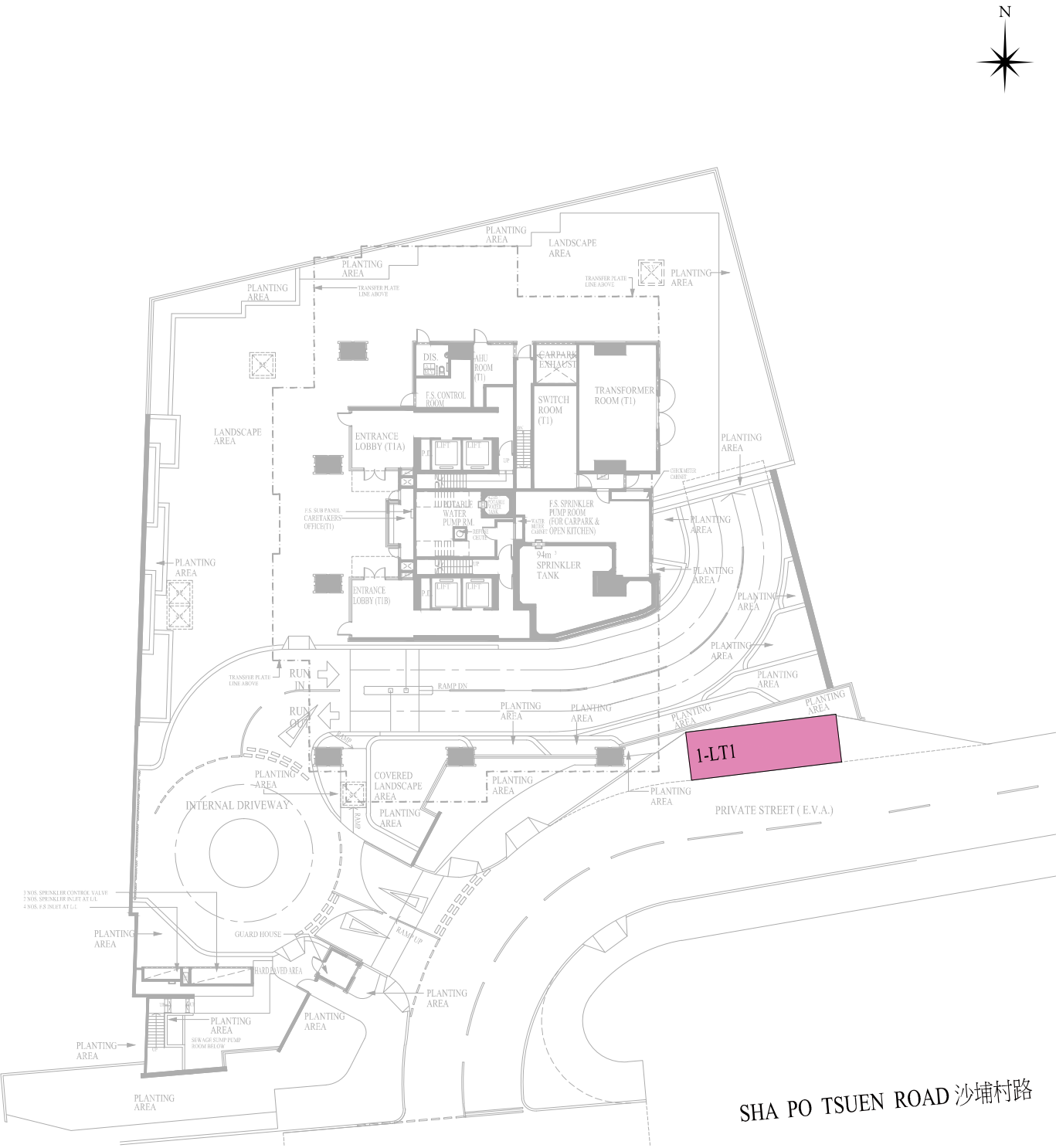


Location, Number, Dimensions and Area of Parking Spaces for Basement:
地庫停車位位置、數目、尺寸及面積：

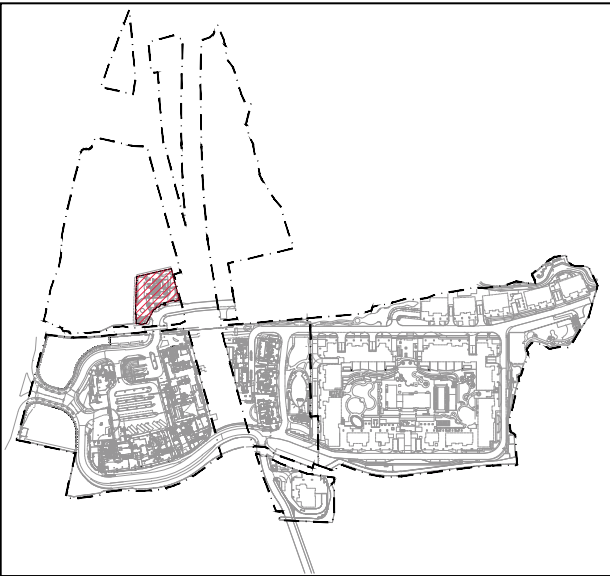
Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸(長 x 闊)(米)	Area of each parking space (sq.m.) 每個停車位面積(平方米)
Residential Car Parking Space 住客停車位	B/F 地庫	28	5.0 x 2.5	12.5
Residential (Disabled) Parking Space 住客(傷健人士)停車位	B/F 地庫	1	5.0 x 3.5	17.5
Residential Visitors' Car Parking Space 住客訪客停車位	B/F 地庫	5	5.0 x 2.5	12.5
Residential Motor Cycle Parking Space 住客電單車停車位	B/F 地庫	3	2.4 x 1.0	2.4
Residential Bicycle Parking Space 住客單車停車位	B/F 地庫	11	1.8 x 0.5	0.9

FLOOR PLANS OF PARKING SPACES IN THE PHASE 期數中的停車位的樓面平面圖

G/F FLOOR PLAN
地下平面圖



KEY PLAN 指示圖



Residential Loading and Unloading Space
住客上落貨車位

Location, Number, Dimensions and Area of Parking Spaces for G/F:
地下停車位位置、數目、尺寸及面積：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸(長 x 闊)(米)	Area of each parking space (sq.m.) 每個停車位面積(平方米)
Residential Loading and Unloading Space 住客上落貨車位	G/F 地下	1	11 x 3.5	38.5



SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE 臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the “preliminary agreement”);
 2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
 - (i) the preliminary agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約（「該臨時合約」）時須支付款額為 5% 的臨時訂金；
 2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
 3. 如買方沒有於訂立該臨時合約的日期之後 5 個工作日內簽立買賣合約 —
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

The Deed of Mutual Covenant and Management Agreement dated 17 November 2016 and registered in the Land Registry by Memorial No. 16120200410023 of the Development (the “DMC”) provides that :-

A. The common parts of the Phase

1. “Common Areas and Facilities” means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s);

2. “Development Common Areas and Facilities” means and includes:-

(a) in so far as they are within Phase 1A, (upon the relevant assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1B) within Phase 1B, (upon the relevant assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1C) within Phase 1C and/or (upon the relevant assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1C) within Site V:-

(i) the Decks over the Drainage Reserve, the Existing Tracks, the Internal Access Road, the New Tracks, Site V, the Transport Terminus, the Wetland within the Lot;

(ii) other parts of Phase 1A, Phase 1B, Phase 1C and Site V which are intended for common use and benefit of the Development including but not limited to the external walls, the emergency vehicular access, loading and unloading spaces (excluding the Residential Loading and Unloading Spaces and Commercial Loading and Unloading Spaces), passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, Greenery Areas (in so far as the same are within the Development Common Areas and Facilities), the space for the loading and unloading of refuse collection vehicles, service areas, driveways, roadways and pavements, ramps, chiller plant rooms, drainage connection, electrical rooms, extra low voltage rooms, emergency generator room, fire services control rooms, fire services water pump rooms, fan rooms, fuel tank rooms, generator rooms, intake shafts, main switch rooms, master water meter rooms, pipe ducts for underground utilities lead-in, refuse collection & material recovery chamber, refuse room, sewage pump room, sprinkler pump rooms, street fire hydrant pump room, telecommunication broadcasting equipment room, town gas kiosks, transformer room, transformer room intake shaft, transport terminus intake shaft, store rooms, landscaped areas, water features, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development;

(iii) to the extent not specifically provided in sub-paragraphs (i) and (ii) above, such other parts of Phase 1A, Phase 1B, Phase 1C and Site V:-

(A) covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344); and/or

(B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap.344);

which are (in so far as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green on the plans certified by the Authorized Person and annexed to the DMC; and

(b) such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

but excluding:-

(i) the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities; and

(ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

3. “Residential Common Areas and Facilities” means and includes:-

(a) in so far as they are within Phase 1A, (upon the assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1B) within Phase 1B and/or (upon the assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1C) within Phase 1C:-

(i) the curtain walls (excluding all windows forming part of the Residential Units), external walls, architectural fin. noise barriers, reinforced concrete parapet wall acting as noise barrier and surfaces of the Residential Accommodation;

(ii) the Recreational Areas and Facilities, the Visitor Parking Spaces, the Bicycle Parking Spaces, the Residential Loading and Unloading Spaces, the acoustic fins, covered landscape areas, and such of the passages, common corridors and lift lobbies (including widened common corridors and lift lobbies for the purposes of identification only as shown coloured Yellow Stippled Black on the plans annexed to the DMC), entrances, landings, halls, entrance lobbies, caretaker rooms, Greenery Areas (in so far as they same are within the Residential Common Areas and Facilities), guard houses, horizontal screens/trellis, structural walls, stairways, air handling unit rooms, air conditioning platforms, cleaning water plant rooms, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, electrical rooms, extra low voltage ducts, emergency generator rooms, fire services & sprinkler pump room, fire services control rooms, fire services pump rooms, fire services riser ducts, fire services water pump and tank rooms, fan rooms, filtration plants rooms, flushing water pump rooms, office for Owners’ Committee (if any) or Owners’ Corporation (when formed), pipe ducts, potable and flushing water pump rooms, refuse storage and material recovery rooms, sprinkler control valve rooms, sprinkler pump rooms, sprinkler pump and water tank rooms, switch rooms, telecommunication broadcasting equipment rooms, telecommunication ducts, transformer rooms, variable refrigerant volume rooms, water meter cabinet, store rooms, common flat roofs, roofs and flat roofs not forming parts of Residential Units, meter rooms and meter spaces and roof thereof and such of the lifts, lift shafts, firemen’s lifts, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and

(iii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation within Phase 1A, Phase 1B and/or Phase 1C intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees,

which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow and Yellow Stippled Black on the plans certified by the Authorized Person and annexed to the DMC; and

(b) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation as may from time to time be designated as the Residential Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)

but excluding:-

(i) the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities; and

(ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

4. “Carpark Common Areas and Facilities” means and includes:-
- (a) in so far as they are within Phase 1A, (upon the assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1B) within Phase 1B and/or (upon the assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1C) within Phase 1C:-
 - (i) all the driveways, passages, ramps, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and
 - (ii) such other areas, apparatus, devices, systems and facilities of and in the Carpark Areas intended for the common use and benefit of the Owners, occupiers or licensees of the Parking Spaces and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Grey on the plans certified by the Authorized Person and annexed to the DMC; and
 - (b) such other areas, apparatus, devices, systems and facilities of and in the Carpark Areas as may from time to time be designated as the Carpark Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)
- but excluding:-
- (i) the Parking Spaces;
 - (ii) the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities; and
 - (iii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;
5. “Commercial Common Areas and Facilities” means and includes:-
- (a) in so far as they are within Phase 1B and upon the assignment as referred under Clause 7(f)(ii) of the DMC in respect of Phase 1B:-
 - (i) the external walls of such parts of the Commercial Accommodation which are (in so far as they are capable of being shown on plan) for the purposes of identification only shown and coloured Indigo on the elevation plans certified by the Authorized Person as annexed to the DMC;
 - (ii) (A) the Commercial Loading and Unloading Spaces, air handling unit rooms, primary air unit rooms, flushing water pump and tank rooms, potable water pump rooms, electrical rooms, telecommunication broadcasting equipment room, lavatories, permanent artificial lighting at staircases and the backup automatic activated emergency lighting system; and
 - (B) such other areas, apparatus, devices, systems and facilities of and in the Commercial Accommodation intended for the common use and benefit of the Owners, occupiers or licensees of the Commercial Accommodation and their bona fide guests, visitors, tenants, servants, agents, licensees or invitees,which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Indigo on the plans certified by the Authorized Person and annexed to the DMC; and
 - (b) such other areas, apparatus, devices, systems and facilities of and in the Commercial Accommodation as may from time to time be designated as the Commercial Common Areas and Facilities in accordance with the DMC or any Sub-Deed(s) or any other deed(s)
- but excluding:-
- (i) the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Residential Common Areas and Facilities; and
 - (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

B. Number of undivided shares assigned to each residential property in the Phase

Tower 1A						
Floor \ Flat	A	B	C	D	E	F
1/F	1121	902	956	551	763	741
2/F-16/F	1091	867	940	547	749	714
17/F	1456	2097	543	749	714	-

Tower 1B						
Floor \ Flat	A	B	C	D	E	F
1/F	1145	899	953	551	763	742
2/F-16/F	1091	867	940	547	749	714
17/F	1402	2094	543	749	714	-

Note: 4/F, 13/F, 14/F are omitted in Tower 1A and Tower 1B.

C. The term of years for which the manager of the Phase is appointed

The Manager will be appointed for an initial term of not exceeding 2 years from the date of the DMC. The appointment of the Manager may be terminated in accordance with the provisions of the DMC.

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

Each Owner of a Residential Unit shall contribute towards the management expenses (which shall be based on the budget prepared by the Manager) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Undivided Shares allocated to his Residential Unit and the principles provided in the DMC.

E. The basis on which the management fees deposit is fixed

The management fees deposit is equal to three (3) months’ contribution towards the management expenses payable in respect of a Unit based on the first annual management budget.

F. Area (if any) in the Phase retained by the owner for the owner’s own use

Not Applicable.

Note:

For full details, please refer to the DMC which is free for inspection during open hours at the sales office. A copy of the DMC is available upon request and payment of the necessary photocopying charges.

發展項目的日期為 2016 年 11 月 17 日及於土地註冊署以註冊摘要編號 16120200410023 登記的公契及管理協議(「公契」)訂明：

A. 期數的公用部份

1. 「公用地方與設施」統指發展項目公用地方與設施、住宅公用地方與設施、停車場公用地方與設施、商業公用地方與設施及發展項目內以任何副公契訂明劃作公用地方與設施的所有部份及設施；

2. 「發展項目公用地方與設施」指及包括：

(a) 僅限於第 1A 期、(當公契第 7(f)(ii) 提及的有關第 1B 期的相關轉讓發生時) 第 1B 期、(當公契第 7(f)(ii) 提及的有關第 1C 期的相關轉讓發生時) 第 1C 期、及/ 或 (當公契第 7(f)(ii) 提及的有關第 1C 期的相關轉讓發生時) 地盤 V 範圍內：

(i) 在該地段內在渠務專用範圍上的橋面、現有道路、內部通道、新道路、地盤 V、交通總匯及濕地；

(ii) 擬供發展項目公用與共享的第 1A 期、第 1B 期、第 1C 期及地盤 V 其他部份，包括但不限於外牆、緊急車輛出入通道、客貨上落車位 (不包括住宅客貨上落車位及商業客貨上落車位)、通道、入口、行人道、樓梯、樓梯平台、平台、邊界圍牆、大堂、綠化地方 (僅限於發展項目公用地方與設施範圍內者)、垃圾車裝卸車位、服務設施用地、行車道、行車路及行人路、斜路、冷凍器機房、排水渠道接駁系統、電氣房、特低壓電房、緊急發電機房、消防控制室、消防泵房、風機房、燃料箱房、發電機房、進氣槽、總電掣房、總水錶房、地下公用服務引入系統管道、垃圾及物料回收房、垃圾房、污水泵房、消防花灑泵房、街道消防栓泵房、電訊廣播設備室、煤氣服務站、變壓器房、變壓器房入口槽、交通總匯進氣槽、儲物室、園景美化地方、水飾、花槽及現時或於任何時間位於該地段內、下、上或跨越其上為發展項目供應食水或鹹水、污水排放、氣體、電話、電力及其他服務的排水渠、水渠、總水管、污水管、電線、電纜及其他服務設施 (不論是否為管道)，以及樹木、灌叢及其他植物和植被、街燈及其他照明設施、防火及滅火設備與器具、保安系統與器具、通風系統，以及在發展項目裝設或提供擬供發展項目公用與共享的任何其他機械系統、裝置或設施；

(iii) 以下第 1A 期、第 1B 期、第 1C 期及地盤 V 其他部份 (僅以上文 (i) 及 (ii) 次段並無訂明為限)：

(A) 符合《建築物管理條例》(香港法例第 344 章) 第 2 條中公用部份第 (a) 段釋義者；及/ 或

(B) 《建築物管理條例》(香港法例第 344 章) 附表 1 訂明而符合《建築物管理條例》(香港法例第 344 章) 第 2 條中公用部份第 (b) 段釋義者的類別；

現於公契所夾附經認可人士核正的圖則以綠色顯示 (如該等範圍可在圖則辨識及標示)，以供識別；及

(b) 不時根據公契或任何副公契或任何其他契約指定為發展項目公用地方與設施的該地段及發展項目內其他地方、器具、裝置、系統及設施，

但不包括：

(i) 住宅公用地方與設施、停車場公用地方與設施、商業公用地方與設施；及

(ii) 發展項目中由任何個別業主獨有持有、使用、佔用及享用的地方及發展項目內僅服務個別業主的設施；

3. 「住宅公用地方與設施」指及包括：

(a) 僅限於第 1A 期、(當公契第 7(f)(ii) 提及的有關第 1B 期的相關轉讓發生時) 第 1B 期及/ 或 (當公契第 7(f)(ii) 提及的有關第 1C 期的相關轉讓發生時) 第 1C 期範圍內：

(i) 住宅樓宇的幕牆 (不包括所有附屬於住宅單位的窗)、外牆、建築鰭板、隔音屏障、用作隔音屏障的鋼筋混凝土矮牆及住宅樓宇各表面；

(ii) 康樂地方與設施、訪客停車位、單車停車位、住宅客貨上落車位、隔音鰭板、有蓋園景美化地方，以及各通道、公共走廊及電梯大堂 (包括現於公契所夾附圖則以黃色加黑點顯示以供識別的加闊公共走廊及電梯大堂)、入口、樓梯平台、會堂、入口大堂、管理員室、綠化地方 (僅限於住宅公用地方與設施範圍內者)、保安護衛亭、水平柵/ 花棚、結構牆、階梯、空氣處理裝置房、冷氣平台、清潔用水機房、接收電視及電台廣播的公共電視及電台天線系統、電訊及廣播發佈網絡、電櫃、電線管槽、電氣房、電錶櫃、電氣房、特低壓電槽、緊急發電機房、消防及花灑泵房、消防控制室、消防泵房、消防上水管道、消防水泵及水箱房、風機房、濾水裝置機房、沖廁水泵房、業主委員會 (如有者) 或業主立案法團 (如已成立者) 辦事處、水管槽、食水及沖廁水泵房、垃圾及物料回收房、消防花灑控制閥房、消防花灑泵房、消防花灑泵及水箱房、電掣房、電訊廣播設備室、電訊管線、變壓器房、變頻製冷劑量設施房、水錶櫃、儲物室、公眾平台、不附屬於任何住宅單位的天台及平台、儀錶房及錶位和該處天台，以及為住宅樓宇供應食水或鹹水、污水排放、氣體、電力及任何其他服務的電梯、電梯槽、消防電梯、照明裝置、排水渠、水渠、污水管、食水及鹹水進水口和總喉、電線、電纜、冷氣及通風系統和其他設施 (不論是否為管道)，以及泵、水箱、衛生配件、電力裝置、配件、設備及器具、防火及滅火設備與器具、保安系統與器具、通風系統、樓梯間的固定人工照明裝置及後備自動啟動緊急照明系統；及

(iii) 第 1A 期、第 1B 期及/ 或第 1C 期範圍內擬供住宅樓宇各業主、居民或租戶和彼等各真正訪客、來賓或賓客公用與共享的其他地方、器具、裝置、系統及設施，

現於公契所夾附經認可人士核正的圖則以黃色及黃色加黑點顯示 (如該等範圍可在圖則辨識及標示)，以供識別；及

(b) 不時根據公契或任何副公契或任何其他契約指定為住宅公用地方與設施的住宅樓宇內其他地方、器具、裝置、系統及設施，

但不包括：

(i) 發展項目公用地方與設施、停車場公用地方與設施、商業公用地方與設施；及

(ii) 發展項目中由任何個別業主獨有持有、使用、佔用及享用的地方及發展項目僅服務個別業主的設施；

4. 「停車場公用地方與設施」指及包括：

(a) 僅限於第 1A 期、(當公契第 7(f)(ii) 提及的有關第 1B 期的相關轉讓發生時) 第 1B 期及/ 或 (當公契第 7(f)(ii) 提及的有關第 1C 期的相關轉讓發生時) 第 1C 期範圍內：

(i) 所有行車道、通道、斜路、樓梯間固定人工照明裝置及後備自動啟動緊急照明系統；及

(ii) 停車場地方範圍內擬供停車位業主、佔用人或受許可人和彼等各真正訪客、來賓、租戶、傭僕、代理、受許可人或賓客公用與共享的其他地方、器具、裝置、系統及設施，

現於公契所夾附經認可人士核正的圖則以灰色顯示 (如該等範圍可在圖則辨識及標示)，以供識別；及

(b) 不時根據公契或任何副公契或任何其他契約指定為停車場公用地方與設施的停車場地方內其他地方、器具、裝置、系統及設施，

但不包括：

(i) 停車位；

(ii) 發展項目公用地方與設施、住宅公用地方與設施及商業公用地方與設施；及

(iii) 發展項目中由任何個別業主獨有持有、使用、佔用及享用的地方及發展項目內僅服務個別業主的設施；

5. 「商業公用地方與設施」指及包括：
- (a) 僅限於第 1B 期範圍內及當公契第 7(f)(ii) 提及的有關第 1B 期的轉讓發生時
- (i) 現於公契所夾附經認可人士核正的立面圖上以藍色顯示以供識別的商業樓宇外牆部份 (如該等範圍可在圖則辨識及標示) ；
- (ii) (A) 商業客貨上落車位、空氣處理裝置房、鮮風機房、沖廁水泵及水箱房、食水泵房、電氣房、電訊廣播設備室、廁所、樓梯間固定人工照明裝置及後備自動啟動緊急照明系統；及
- (B) 商業樓宇範圍內擬供商業樓宇各業主、佔用人或受許可人和彼等各真正訪客、來賓、租戶、傭僕、代理、受許可人或賓客公用與共享的其他地方、器具、裝置、系統及設施，
- 現於公契所夾附經認可人士核正的圖則以藍色顯示 (如該等範圍可在圖則辨識及標示)，以供識別；及
- (b) 不時根據公契或任何副公契或任何其他契約指定為商業公用地方與設施的商業樓宇內其他地方、器具、裝置、系統及設施，
- 但不包括：
- (i) 發展項目公用地方與設施、停車場公用地方與設施、住宅公用地方與設施；及
- (ii) 發展項目中由任何個別業主獨有持有、使用、佔用及享用的地方及發展項目內僅服務個別業主的設施。

B. 分配予期數中每個住宅物業的不分割份數的數目

第 1A 座						
樓層 \ 單位	A	B	C	D	E	F
1 樓	1121	902	956	551	763	741
2 樓至 16 樓	1091	867	940	547	749	714
17 樓	1456	2097	543	749	714	-

第 1B 座						
樓層 \ 單位	A	B	C	D	E	F
1 樓	1145	899	953	551	763	742
2 樓至 16 樓	1091	867	940	547	749	714
17 樓	1402	2094	543	749	714	-

備註： 第 1A 座及第 1B 座不設 4 樓、13 樓、14 樓。

C. 期數的管理人的委任年期

管理人的首屆任期為不超過兩 (2) 年，由公契的日期開始，直至依照公契條款終止委任為止。

D. 在期數中的住宅物業的擁有人之間分擔管理開支的基準

每名住宅物業的擁有人應根據分配予其住宅物業的不分割份數，按照公契訂明的準則，以公契規定的方式、金額和比例分擔發展項目的管理開支 (根據管理人所編製的預算案所計算)。

E. 釐定管理費按金的基準

管理費按金金額為單位應根據首份年度管理預算案攤付的三 (3) 個月管理開支。

F. 擁有人在期數中保留作自用的範圍 (如有者)

不適用。

註：

請查閱公契以了解全部詳情。公契可於售樓處開放時間內免費查覽，而且可支付所需影印費用後取得公契的副本。

A. Lot number of the land on which the Phase is situated

1. The Phase is constructed on Remaining Portion of Lot No.1927 in Demarcation District No.107 (the “**Land**”).

B. Term of years

2. The Land is granted under New Grant No.21263 (as varied and/or modified by (i) a Modification Letter dated 1 June 2015 and registered in the Land Registry by Memorial No.15061102490020; (ii) a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No.15061102490030; and (iii) a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490049) (collectively the “**Land Grant**”) for a term of 50 years commencing from 12 August 2011.

C. User restrictions applicable to the Land

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

- “(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, office, hotel and petrol filling station) purposes.
- (b) Without prejudice to the generality of sub-clause (a) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for the purposes which it was designed, constructed, intended and designated for in accordance with these Conditions, the master layout plan to which approval is granted under the Town Planning Ordinance (Cap. 131) and the building plans approved by the Building Authority and the Director including any approved amendments thereto.”

D. Facilities that are required to be constructed and provided for the Government, or for public use

4. Formation of the Green Area (time limit, manner and purpose)

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

- “(a) The Grantee shall:
- (i) on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:-
 - (I) lay and form that portion of the future public road shown coloured green on PLAN I annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures (excluding the Existing High Pressure Gas Main and the Existing Water Mains referred to in Special Condition No. (51) hereof), surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been redelivered to the Government in accordance with Special Condition No. (6) hereof,

- (b) In carrying out any works in the Green Area, the Grantee shall also comply with the requirements as stipulated in Special Condition Nos. (52) and (55) hereof.
- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition, 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.
- (d) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

5. Possession of Green Area

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

“For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5) hereof or otherwise.”

6. Restriction on use of the Green Area

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 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. Access to the Green Area for inspection

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:

- (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)(c) 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, the Existing High Pressure Gas Main 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, alteration or diversion of the Existing Water Mains referred to in Special Condition No. (51) hereof and any other waterworks installations within the Green Area.
- (b) The Government, the Director, the Water Authority, its or their officers, agents, contractors or workmen and other authorized persons 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, the Director, the Water Authority, its or their officers, agents, contractors or workmen and any other authorized persons or public utility companies under sub-clause (a) of this Special Condition and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of such loss, damage, nuisance or disturbance.”

8. Provision of rights-of-way

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

- “(a) (i) The Grantee acknowledges that there are existing tracks and access roads over portions of the lot as marked “Existing Tracks” on PLAN I annexed hereto (which tracks and access roads are hereinafter collectively referred to as “the Existing Tracks”). No variation of the alignment or diversion of the Existing Tracks is allowed except with the prior written consent of the Director.
- (ii) Save and except as that provided in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted allow members of the public for all lawful purposes with or without tools, equipment, plant, machinery or motor vehicles at all times to pass and repass freely and without payment of any nature whatsoever on, along, over and through the Existing Tracks.
- (b) The Grantee shall at all times allow the Director of Drainage Services, his officers, contractors, his and their workmen and any other persons authorized by him or them the right of ingress, egress and regress to, from or through the lot between the points M and N through O and P and Q through R all shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director as he or they may require with or without tools, equipment, plant, machinery or motor vehicles for the purpose of inspecting, carrying out, checking and supervising any works in relation to the laying, maintenance, repairing, replacement and alteration of any drains and channels situated within the Drainage Reserve referred to in Special Condition No. (14) hereof or adjacent to the lot.
- (c) The Grantee shall at his own expense manage, uphold, repair and maintain the Existing Tracks in good and substantial repair and condition in all respects to the satisfaction of the Director. The Grantee shall permit the Director, his officers, contractors and any other persons authorized by him or them to, from and through the lot and the Existing Tracks for the purpose of inspecting, checking and supervising any works to be carried out in compliance with this sub-clause (c).
- (d) The Government and its officers 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 fulfilment of the Grantee’s obligations under sub-clauses (a), (b) and (c) of this Special Condition or the use of the Existing Tracks by members of the public and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee in connection with sub-clauses (a), (b) and (c) of this Special Condition.
- (f) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clauses (a) and (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Existing Tracks to the public for the right of passage.

- (g) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (a) and (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.”

Pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No.15061102490030, the alignments of parts of the Existing Track has been varied and diverted in accordance with Phase I of the approved revised Master Layout Plan referred to in the Planning Department’s letter dated 16 September 2013 under Planning Application No. A/YL-KTN/118-2 with effect from 1 June 2015 subject to the following conditions:-

- “(1) You shall complete the formation of the Diverted Tracks at your own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands (hereinafter referred to as “the Director”) shall approve and in all respects to the satisfaction of the Director on or before the 31st day of March 2018.
- (2) Before completion of the formation of the Diverted Tracks at your own expense and in all respects to the satisfaction of the Director, you shall continue to observe and perform all the obligations contained in Special Condition No. (9) of the Conditions in relation to the Existing Tracks.
- (3) Upon completion of the formation of the Diverted Tracks at your own expense and in all respects to the satisfaction of the Director, all references in the Conditions to the Existing Tracks shall at all times thereafter be read and construed as references to the New Tracks and all the obligations contained in Special Condition No. (9) of the Conditions to be observed and performed on your part shall apply to the New Tracks.”

9. Wetland Master Plan

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

- “(a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director) submit or cause to be submitted to the Director for his approval a wetland master plan (hereinafter referred to as “the Wetland Master Plan”) for the wetland situate within the respective areas of the lot shown coloured pink stippled black, pink stippled black hatched blue and pink stippled black hatched red on PLAN I annexed hereto (which areas are hereinafter collectively referred to as “the Wetland”).
- (b) The Wetland Master Plan shall be at a scale of 1:500 or larger and shall contain information on the ecological enhancement and improvement proposals of the Wetland. The Wetland Master Plan shall also include the habitat creation and management plan on the management of habitat characteristics, hydrological management, vegetation management, control of human access and disturbance, the implementation programme, the ecological monitoring programme and such other information as the Director of Agriculture, Fisheries and Conservation may require. The Wetland Master Plan shall also indicate the disposition of the Existing Track within the Wetland and any pedestrian walkway or boardwalk or footpaths or such other associated facilities for the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees to pass and repass the Wetland on foot. No building works or any other works (including site formation works but excluding the demolition and removal works referred to in Special Condition No. (2)(a) hereof) shall be commenced on the lot or any part thereof until the Wetland Master Plan has been approved in writing by the Director. For the purpose of these Conditions, “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (c) The Grantee shall at his own expense implement and carry out the ecological enhancement and improvement proposals and all works identified in or arising from the approved Wetland Master Plan in all respects to the satisfaction of the Director of Agriculture, Fisheries and Conservation. No amendment, variation, alteration, modification or substitution of the Wetland Master Plan shall be made without the prior written consent of the Director.

- (d) Subject to Special Condition No. (11)(d) hereof, the Grantee shall at his own expense keep, maintain, monitor and manage the Wetland in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director throughout the term hereby agreed to be granted.
- (e) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (c) and (d) of this Special Condition, 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.
- (f) The Grantee shall at all reasonable times permit the Government, the Director and their officers, agents, contractors, workmen and any other persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
- inspecting, checking and supervising any works to be carried out by the Grantee in compliance with sub-clauses (c) and (d) of this Special Condition; and
 - the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary within the Wetland or any part thereof
- (g) The Government, the Director and their officers, agents, contractors, workmen and any other persons authorized by them 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 by any of them of the rights conferred under sub-clauses (e) and (f) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (h) The Wetland shall be designated as and form part of the Common Areas referred to in Special Condition No. (32)(a) (v) hereof.
- (i) The Director shall at his sole discretion decide whether the pedestrian walkway or boardwalk or footpaths or associated facilities referred to in sub-clause (b) of this Special Condition may be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (20)(c) hereof.
- (j) For the avoidance of doubt, in respect of the area shown coloured pink stippled black hatched blue on PLAN I annexed hereto, which is the overlapping area of the Wetland and the Railway Reserve (as defined in Special Condition No. (11)(a) hereof) (which overlapping area is hereinafter referred to as "the first Overlapping Area"), the Grantee shall also comply with the requirements as stipulated in Special Condition No. (11) hereof.
- (k) For the avoidance of doubt, in respect of the areas shown coloured pink stippled black hatched red on Plan I annexed hereto, which are the overlapping areas of the Wetland and the Utilities Reserve (as defined in Special Condition No.(52)(b) hereof) (which overlapping areas are hereinafter collectively referred to as "the second Overlapping Area"), the Grantee shall also comply with the requirements as stipulated in Special Condition No.(52) hereof."
10. Railway Reserve
- Special Condition No.(11) of the Land Grant stipulates that:-
- “(a) Save as required or approved by the Director under Special Condition Nos. (10)(a) or (13)(a) hereof or otherwise with the prior written consent of the Director, no building or structure or support for any building or structure (except boundary walls, fence, temporary landscaping works, the Existing Track within the Railway Reserve and the internal roads or pedestrian walkways referred to in Special Condition No. (63) hereof) shall be erected or constructed or placed on, over, under, above, below or within the respective areas of the lot shown coloured pink stippled black hatched blue, pink hatched blue and pink circled black hatched blue on PLAN I annexed hereto, the Pink Edged Red Hatched Blue Area and the Pink Circled Black Edged Red Hatched Blue Area (which areas are hereinafter collectively referred to as “the Railway Reserve”).
- (b) The Grantee shall carve out the Railway Reserve by way of a Deed Poll in such form and containing such provisions as the Director shall require or approve in writing. The Deed Poll shall be registered by the Grantee at his own expense by Memorial in the Land Registry. No transaction (except a building mortgage under Special Condition No. (29)(d) hereof or the assignment of the whole of the lot under Special Condition No. (30) hereof or such other transactions as the Director may approve in writing) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration.
- (c) Save and except as provided in Special Condition Nos. (29)(d) and (30) hereof and in sub-clauses (b) and (d) of this Special Condition, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Railway Reserve or any part or parts thereof or any interest therein or enter into any agreement so to do.
- (d) The Grantee shall, when called upon by the Director so to do, at his own expense surrender the Railway Reserve or any part or parts thereof as the Director shall specify with vacant possession to the Government free of costs and consideration and free from incumbrances in all respects to the satisfaction of the Director and for this purpose the Grantee shall at his own expense and within such time as may be specified by the Director, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall require or approve in writing provided that the Government shall not be under any obligation to accept the surrender of the Railway Reserve or any part or parts thereof at the request of the Grantee, but may only do so as and when the Government sees fit. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the surrender.
- (e) Subject to Special Condition No. (10)(a) hereof, the Grantee shall at his own expense landscape the Railway Reserve or any part or parts thereof and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director until the Railway Reserve shall have been surrendered to the Government in accordance with sub-clause (d) of this Special Condition.
- (f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (d) of this Special Condition will give rise to no expectation of, or claim for or in respect of any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (g) No parking space or lay-by or loading or unloading space shall be allowed on, over, under, above, below, or within the Railway Reserve or any part or parts thereof.
- (h) The Grantee acknowledges and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Railway Reserve or any part or parts thereof referred to in sub-clause (d) of this Special Condition:
- the Grantee may not be able to construct the maximum gross floor area permitted under Special Condition No. (20)(c) hereof due to the reduction in the area of the lot; and
 - the Government shall have no liability whatsoever to the Grantee in respect of any reduction in the maximum gross floor area that can be constructed on the lot and the Grantee shall have no right to claim against the Government in respect of such reduction.
- (i) For the avoidance of doubt, in respect of the first Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (10) hereof.
- (j) For the avoidance of doubt, in respect of the area shown coloured pink circled black hatched blue on Plan I annexed hereto and the Pink Circled Black Edged Red Hatched Blue Area, which are the overlapping areas of the Railway Reserve and the Drainage Reserve (as defined in Special Condition No. (14)(a) hereof) (which overlapping areas are hereinafter collectively referred to as “the third Overlapping Area”), the Grantee shall also comply with the requirements as stipulated in Special Condition No. (14) hereof.”

11. Formation of the Yellow Area

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

- “(a) The Grantee shall on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director lay, form and surface the area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as “the Yellow Area”).
- (b) The Grantee shall at his own expense uphold, manage, maintain and repair the Yellow Area or any part or parts thereof of which the Grantee has retained possession and everything thereon, therein or thereunder in good and substantial repair and condition to the satisfaction of the Director until such time as possession of the Yellow Area or any part or parts thereof has or have been re-delivered to the Government in accordance with sub-clause (e) of this Special Condition.
- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) and (b) of this Special Condition, 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.
- (d) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) For the purpose only of carrying out the necessary works specified in sub-clauses (a) and (b) of this Special Condition, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand of the Director without any payment or compensation whether monetary or otherwise and in any event shall be deemed to have been redelivered to the Government by the Grantee on the date or dates to be specified by the Director in writing provided that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof but may only do so as and when the Government sees fit.
- (f) The Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts 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 sub-clauses (a) and (b) of this Special Condition.
- (g) The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof permit the Director, his officers, contractors and any other persons authorized by him, with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof.”

12. Construction of the Internal Access Road

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

- “(a) The Grantee shall on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface an internal access road within the lot (hereinafter referred to as “the Internal Access Road”) in such manner with such materials and to such standards as the Director shall require or approve so that vehicular and pedestrian access to the Yellow Area from San Tam Road and vice versa can be gained through the Internal Access Road.
- (b) The position, design, disposition, alignment, level and width of the Internal Access Road shall be subject to the prior approval in writing of the Director.

- (c) No building works (other than the demolition and removal works referred to in Special Condition No. (2)(a) hereof and site formation works) shall be commenced on the lot until the approval required under sub-clause (b) of this Special Condition shall have been obtained by the Grantee.
- (d) The Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Internal Access Road in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (e) The Grantee shall at all times during day and night throughout the term hereby agreed to be granted permit the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area and their bona fide guests, visitors or invitees for all lawful purposes connected with the proper use and enjoyment of the Yellow Area (including, for the avoidance of doubt, the inspection thereof by the Government, its officers and other authorized persons) the right, and the Grantee further covenants to permit them, to pass and repass with or without tools, equipment, plant, machinery or motor vehicles free of any charge on, along, over, by and through the Internal Access Road for ingress, egress and regress to and from the Yellow Area.
- (f) The Grantee shall throughout the term hereby agreed to be granted permit the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area the right of, and the Grantee further covenants to permit them, free passage, flow, supply, conveyance and discharge of utility services, including but not limited to water, electricity, gas, telephone and telecommunication services to and from the Yellow Area through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains passing along, through, over, upon or under the Internal Access Road, for the proper use and enjoyment of the Yellow Area and for such purpose, the right for the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area or any other persons duly authorized by any of them, and the Grantee further covenants to permit them, to enter the lot through the Internal Access Road at all reasonable times (except in case of emergency) with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out inspection, maintenance, repair, alteration, removal, renewal, replacement and installation works to all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains referred to in this sub-clause.
- (g) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) and (d) of this Special Condition, 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. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times with or without tools, equipment, plant, machinery or motor vehicles to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.
- (h) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights conferred under sub-clause (g) of this Special Condition, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever whether arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with sub-clauses (e) and (f) of this Special Condition.
- (j) There is no right of ingress or egress to and from the Yellow Area through the Internal Access Road for the passage of motor vehicles except between the points S and T through U shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director.
- (k) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (e) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Internal Access Road to the public for the right of passage.

- (l) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.”

13. Construction of Decks over Drainage Reserve

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

- “(a) The Grantee shall on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director), at his own expense construct and provide decks and their supports (hereinafter referred to as “the Decks”) over the drainage channels erected or to be erected on the respective areas of the lot shown coloured pink circled black, pink circled black hatched blue, pink circled black hatched red on PLAN I annexed hereto, the Pink Circled Black Edged Red Area and the Pink Circled Black Edged Red Hatched Blue Area (which areas are hereinafter collectively referred to as “the Drainage Reserve”) in such manner with such materials and to such levels, designs, positions and standards as shall be required and approved by the Director and in all respects to the satisfaction of the Director.
- (b) Save as required or approved by the Director under sub-clause (a) of this Special Condition or otherwise with the prior written consent of the Director, no building or structure or support for any building or structure (except the Existing High Pressure Gas Main, the Existing Water Mains referred to in Special Condition No. (51) hereof and the Highway Structures referred to in Special Condition No. (52)(a) hereof) shall be erected or constructed or placed on, over, under, above, below or within the Drainage Reserve or any part or parts thereof.
- (c) Subject to Special Condition No. (11)(d) hereof, the Grantee shall upon completion of the Decks at his own expense uphold, maintain, repair and manage the Decks in all respects to the satisfaction of the Director throughout the term hereby agreed to be granted.
- (d) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) and (c) of this Special Condition, 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.
- (e) The Grantee shall, subject to Special Condition No. (11)(d) hereof, permit the Government, the Director, its or his officers, agents, contractors, workmen and any other persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress at all times to, from and through the lot or any part or parts thereof for the purposes of:
- inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (c) of this Special Condition;
 - carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the Drainage Reserve or any part or parts thereof; and
 - constructing, inspecting, maintaining, repairing and desilting the drainage channels in or adjoining the lot or any part or parts thereof.
- (f) The Government, the Director, its or his officers, agents, contractors, workmen and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clauses (a) and (c) of this Special Condition or the exercise by any of them of the rights conferred under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim shall be made against any of them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (g) No parking space or lay-by or loading or unloading space shall be allowed on, over, under, above, below, or within the Drainage Reserve or any part or parts thereof.

- (h) For the avoidance of doubt, in respect of the third Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (11) hereof.
- (i) For the avoidance of doubt, in respect of the area shown coloured pink circled black hatched red on PLAN I annexed hereto, which is the overlapping area of the Drainage Reserve and the Utilities Reserve (as defined in Special Condition No. (52)(b) hereof) (which overlapping area is hereinafter referred to as “the fourth Overlapping Area”), the Grantee shall also comply with the requirements as stipulated in Special Condition No. (52) hereof.”

14. Right of Way over Government Land (Brown Areas)

Special Condition No.(64) of the Land Grant stipulates that:-

- “(a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass on, along, over, by and through those areas shown coloured brown on PLAN A annexed hereto (hereinafter referred to as “the Brown Areas”) at such levels as may be approved by the Director.
- (b) The Grantee shall, on or before the 31st day of March 2018 (or such other extended dates as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with such associated street furniture, traffic aids, street lighting, sewers, drains, channels, catchpits, culverts and other structures as the Director may consider necessary on the Brown Areas over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Areas may have been granted.
- (c) The Grantee shall at his own expense uphold, maintain and manage the Brown Areas and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Areas over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the paved way constructed by him on the Brown Areas in all respects to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Areas or any part thereof. The Government shall have the right to grant rights of way over the Brown Areas or any part thereof to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Areas for the purposes of a public street or for any other purposes as the Government considers appropriate without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Areas may have been granted.
- (f) In the event of the non-fulfilment of any of the Grantee’s obligations under sub-clauses (b), (c) or (d) of this Special Condition, the Government may carry out the necessary construction, maintenance, repair or alteration 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.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days’ written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovise, replace, inspect, operate, repair, maintain and renew any Government or other drain, channel, catchpit, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “the Brown Areas Services”) which are now or may hereafter be upon, over, under or adjacent to the Brown Areas or any part thereof as the Director may in his absolute discretion deem fit, making good any and all damage caused thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Areas or any part thereof for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the Brown Areas Services without the prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons

authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.”

15. Management and Maintenance of the Yellow Stippled Black Areas

Special Condition No.(65) of the Land Grant stipulates that:-

- “(a) The Grantee shall at his own expense uphold, manage, maintain and repair those areas shown coloured yellow stippled black on PLAN A annexed hereto (hereinafter referred to as “the Yellow Stippled Black Areas”) and everything forming a portion of or pertaining to it or any part or parts thereof of which the Grantee has not re-delivered possession and everything thereon, therein or thereunder in good and substantial repair and condition all to be done to the satisfaction of the Director until such time as possession of the Yellow Stippled Black Areas or any part or parts thereof has or have been re-delivered to the Government in accordance with sub-clause (d) of this Special Condition.
- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) For the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Grantee shall on the 1st day of June 2015 be granted possession of the Yellow Stippled Black Areas. The Yellow Stippled Black Areas or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand of the Director without any payment or compensation whether monetary or otherwise and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date or dates to be specified by the Director in writing provided that the Government shall not be compelled to take back possession of the Yellow Stippled Black Areas or any part or parts thereof but may only do so as and when the Government sees fit.
- (e) The Grantee shall not without the prior written consent of the Director use the Yellow Stippled Black Areas or any part or parts 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 sub-clause (a) of this Special Condition.
- (f) The Grantee shall at all reasonable times while he is in possession of the Yellow Stippled Black Areas or any part or parts thereof permit the Director, his officers, contractors and any other persons authorized by him, with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the lot and the Yellow Stippled Black Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition and any other works which the Director may consider necessary in the Yellow Stippled Black Areas or any part or parts thereof.”

E. **Grantee’s obligation to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside the Land**

16. Building covenant

Special Condition No.(15) 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 31st day of March, 2018.”

17. Landscape Master Plan

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

- “(a) The Grantee shall submit or cause to be submitted to the Director of Planning for his approval a landscape master plan indicating the landscaping proposals for the lot.
- (b) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director of Planning may require. No site formation works shall be commenced on the lot or any part thereof until approval, if required, has been given in respect of the proposals for the preservation of trees under Special Condition No. (17) hereof. No superstructure work shall be commenced on the lot or any part thereof until the relevant submission has been approved in writing by the Director of Planning.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.”

18. Development conditions

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

“Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. (6) hereof) of the lot or any part thereof :

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c)
 - (i) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 131,859 square metres and shall not exceed 219,765 square metres;
 - (ii) out of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or part of any building erected or to be erected on the lot designed for and intended to be used for private residential purposes shall not exceed 209,765 square metres;
 - (iii) out of the total gross floor area stipulated in sub-clause (c)(i) of this Special Condition, the total gross floor area of any building or part of any building erected or to be erected on the lot designed for and intended to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes (including, for the avoidance of doubt, the total gross floor area of the Kindergarten as defined in Special Condition No. (26) hereof and the total gross floor area of the Transport Terminus as defined in Special Condition No. (27) hereof) shall not exceed 10,000 square metres;
- (d) notwithstanding the maximum gross floor areas as stipulated in sub-clause (c) of this Special Condition, it is hereby expressly agreed and accepted by the Grantee that there is no guarantee that the building or buildings erected or to be erected on the lot or part thereof can attain the maximum gross floor area of 219,765 square metres permitted under sub-clause (c) of this Special Condition and that no compensation shall be claimed against the Government in the event that the stipulated maximum gross floor area cannot be achieved;

- (e) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 60.2 metres above the Hong Kong Principal Datum, provided that :
 - (i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar rooftop structures may be erected or placed on the roof of the building so as to exceed the above height limit; and
 - (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (59)(b)(i)(II) hereof;
- (f) any building or buildings erected or to be erected on the lot shall not exceed 16 storeys including any floor or space below the level of the ground provided that:
 - (i) for the purpose of calculating the number of storeys referred to in this sub-clause (f) there shall not be taken into account any floor or space for the Kindergarten, the Transport Terminus, carparking or for the purposes stipulated in Special Condition No. (20)(c)(iii) hereof and any floor or space solely or, in the opinion of the Director (whose opinion shall be final and binding on the Grantee) predominantly used for the purpose of entrance lobby, the Facilities referred to in Special Condition No. (22)(a) hereof, mechanical service floor, water tank and plant room; and
 - (ii) the Director at his sole discretion may in calculating the number of storeys referred to in this sub-clause (f) exclude (in addition to the floor or space excluded in sub-clause (f)(i) of this Special Condition):
 - (I) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service; and
 - (II) any structure or floor space referred to in Special Condition No. (59)(b)(i)(II) hereof; and
- (g) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than demolition works and removal works referred to in Special Condition No. (2)(a) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained.”

19. Kindergarten

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

“The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain within the lot accommodation for a kindergarten comprising not less than 8 classrooms and other ancillary facilities having a total gross floor area of not less than 840 square metres (hereinafter referred to as “the Kindergarten”). For the avoidance of doubt, the area so provided for the Kindergarten shall be taken into account for the purpose of calculating the gross floor area stipulated in Special Condition No. (20)(c)(iii) hereof. The Kindergarten shall not be used for any purposes other than as a kindergarten in accordance with this Special Condition.”

20. Provision of the Transport Terminus

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

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct, provide and operate within the lot a transport terminus with ancillary facilities having a total gross floor area of not less than 3,000 square metres (hereinafter referred to as “the Transport Terminus”) in such manner with such materials and to such standards, level, position and design as the Director shall approve. The Transport Terminus shall be completed and made fit for operation on or before the 31st day of March, 2018.
- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Transport Terminus in good and substantial repair and condition to the satisfaction of the Director.
- (c) For the avoidance of doubt, the area so provided for the Transport Terminus in accordance with sub-clause (a) of this Special Condition shall be taken into account for the purpose of calculating the gross floor area stipulated in Special Condition No. (20)(c)(iii) hereof.

- (d) The Transport Terminus shall not be used for any purposes other than a transport terminus in accordance with sub-clause (a) of this Special Condition and shall be designated as and form part of the Common Areas referred to in Special Condition No. (32)(a)(v) hereof.”

21. Parking requirements

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

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

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 10 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	Five spaces for every 6 residential units or part thereof
Not less than 160 square metres	One space for every 1.5 residential units or part thereof

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition,the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition. For the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:
 - (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (20)(c) hereof; and
 - (II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (20)(c) hereof (which residential common area is hereinafter referred to as the “Residential Common Area”) shall be apportioned to a residential unit by the following formula :

		The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition
The total gross floor area of Residential Common Area	x	The total gross floor area of all residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition
(iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.		
(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.		
(b)	(i)	Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes unless the Director consents to another rate.
	(ii)	For the purpose of calculating the number of spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for the Transport Terminus, parking, loading and unloading purposes shall be excluded.
	(iii)	The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in the said sub-clause 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.”
(c)	(i)	Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Parking Spaces for Disabled Persons”), at the following rates or at such other rates as may be approved by the Director:-
	(I)	not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition (as may be adjusted pursuant to Special Condition No. (38) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
	(II)	not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i) of this Special Condition (as may be adjusted pursuant to Special Condition No. (38) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
	(III)	one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
	(ii)	The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.
	(iii)	The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers 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.
(d)	(i)	Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:
	(I)	10 percent of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (as may be adjusted pursuant to Special Condition No. (38) hereof) (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”); and
	(II)	10 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be adjusted pursuant to Special Condition No. (38) hereof);
		provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
(ii)	The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in 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.	
	(iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition 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.	
	(e) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 units or part thereof for those residential units, size of each residential unit is less than 70 square metres or at such other rates as may be approved by the Director.	
(f)	(i)	Each of the spaces provided under sub-clause (a) and (b) of this Special Condition (except the Parking Spaces for Disabled Persons) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
	(ii)	Each of the Parking Spaces for Disabled Persons shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
	(iii)	Each of the spaces provided under sub-clause (d) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
	(iv)	Each of the spaces provided under sub-clause (e) of this Special Condition shall be of such dimensions as may be approved in writing by the Director.”

22. Loading and Unloading requirements

Special Condition No.(37) of the Land Grant stipulates that:-	
“(a)	Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
(i)	one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit; and

- (ii) one space for every 1,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding private residential, godown, office, hotel and petrol filling station) purposes.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition, any floor area to be used for the Transport Terminus, parking, loading and unloading purposes shall be excluded.”

23. Anchor maintenance

Special Condition No.(46) 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.”

24. Construction of drains and channels

Special Condition No.(49) of the Land Grant stipulates that:-

- “(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to 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.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the 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 carried out 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 within Government land shall be maintained by the Grantee at his own cost and 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. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

25. Treatment and disposal of sewage

Special Condition No.(53) of the Land Grant stipulates that:-

- “(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide, operate and maintain within the lot throughout the term hereby agreed to be granted suitable works installations and equipments at such position as may be approved by the Director of Environmental Protection and in accordance with such requirements as may be prescribed by the Director of Environmental Protection for the treatment and disposal of sewage from the lot (hereinafter referred to as “the Sewage Treatment Works”).
- (b) The Government, its officers, contractors, workmen or other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of free ingress, egress and regress to and from the lot or any part thereof for the purpose of inspecting, sampling, testing, gauging, making measurements and taking records of the Sewage Treatment Works. The Government, its officers, contractors, workmen or other duly

authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (c) The Grantee shall indemnify and keep indemnified the Government against all actions, claims and demands for any loss, damage or nuisance caused by pollution arising out of any discharge from the lot of sewage, foul or contaminated water.
- (d) The area occupied by the Sewage Treatment Works shall not be taken into account for the purposes of calculating the total gross floor area stipulated in Special Condition No. (20)(c)(iii) hereof.
- (e) The Grantee acknowledges and accepts that no public sewage connection maintained by the Government is currently available for the lot and the Government does not guarantee that public sewage connection would be provided in near future.”

F. **Lease conditions that are onerous to a purchaser**

26. Indemnify Government against existing buildings and structures

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

- “(a) The Grantee acknowledges that there are some buildings and structures existing on the lot (hereinafter collectively referred to as “the said buildings and structures”). Without prejudice to the generality of the provisions of General Condition Nos. 2 and 3 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and conditions of the lot as existing on the date of this Agreement subject to the existence of the said buildings and structures including the Existing Overhead Powerlines and the Existing High Pressure Gas Main as defined in sub-clause (b) of this Special Condition and no objection or claim of whatever nature shall be made or raised by the Grantee in respect of or on account of the same. The Grantee shall demolish and remove at his own expense the said buildings and structures (other than the Existing Overhead Powerlines and the Existing High Pressure Gas Main) from the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the said buildings and structures including the Existing Overhead Powerlines and the Existing High Pressure Gas Main and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the said buildings and structures including the Existing Overhead Powerlines and the Existing High Pressure Gas Main and subsequent demolition and removal of the said buildings and structures (other than the Existing Overhead Powerlines and the Existing High Pressure Gas Main).
- (b) Without prejudice to the generality of the provision of sub-clause (a) of this Special Condition, the Grantee acknowledges and accepts the presence of the existing high voltage overhead powerlines (hereinafter referred to as “the Existing Overhead Powerlines”) situated within the area of the lot marked Powerline Reserves as shown on PLAN I annexed hereto (hereinafter referred to the “the Powerline Reserves”) and the existing 600mm High Pressure Gas Main as shown by orange line on PLAN I annexed hereto (hereinafter referred to as “the Existing High Pressure Gas Main”). The Government gives no warranty, expressed or implied, as to the physical state, condition or safety of the Existing Overhead Powerlines and the Existing High Pressure Gas Main or any part of them.”

27. Preservation of trees

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

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

28. Master Layout Plan

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

- “(a) The lot or any part or parts thereof shall not be developed or redeveloped except in accordance with Phase I of the Master Layout Plan as approved by the Director of Planning on 15 September 2010 as amended by a letter dated 10 March 2011 under Planning Application No.A/YL-KTN/118-1 (hereinafter referred to as “the Master Layout Plan”).
- (b) No amendment, alteration, variation, modification or substitution of the Master Layout Plan shall be made except with the prior written consent of the Director who may in granting such consent impose such conditions including payment of additional fee and premium as he may in his absolute discretion determine.”

Pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490049, the Master Layout Plan has been substituted with Phase I of the approved revised Master Layout Plan referred to in the Planning Department’s letter dated 16 September 2013 under Planning Application No. A/YL-KTN/118-2 with effect from 1 June 2015.

29. Non-building area

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

“No building or structure or support for any building or structure (except vehicular access) shall be erected or constructed or placed on, over, under, above, below or within the area shown coloured pink hatched black on PLAN I annexed hereto.”

30. Restriction on alienation of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces

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

- “(a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be :
 - (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.”

31. Cutting away

Special Condition No.(44) 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 agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government’s rights under these Conditions, in particular Special Condition No. (43) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

32. Spoil or debris

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

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

33. Damage to Services

Special Condition No.(48) of the Land Grant stipulates that:-

“The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area, the Yellow Area, the Brown Areas, the Yellow Stippled Black Areas or any part of any of them (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused

to the lot or any part thereof or the Green Area, the Yellow Area, the Brown Areas, the Yellow Stippled Black Areas or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area, the Yellow Area, the Brown Areas, the Yellow Stippled Black Areas or any part of any of them or any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

34. No salt water supply for flushing

Special Condition No.(50) of the Land Grant stipulates that:-

“Consent to use temporary mains fresh water for flushing will be given provided that the Grantee will be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in future.”

35. Diversion of Existing Water Mains

Special Condition No.(51) of the Land Grant stipulates that:-

“Subject to Special Condition No.(52) hereof, the Grantee shall pay to the Government on demand the total cost incurred or to be incurred by the Government in diverting the existing water mains which are located on, under or over the lot and land adjacent thereto as shown and marked by blue lines on PLAN I annexed hereto (hereinafter referred to as “the Existing Water Mains”). The final costs of diverting the Existing Water Mains shall be determined by the Government. Such determination shall be final and binding on the Grantee.”

36. Utilities Reserve

Special Condition No.(52) of the Land Grant stipulates that:-

- “(a) The Grantee acknowledges and accepts the presence of an existing 700mm diameter water main and an existing 1400mm diameter water main and the ancillary waterworks installations situated and running across, through, within, under and adjacent to the lot as shown by blue lines and marked “700mm Watermain” and “1400mm Watermain” respectively on PLAN I annexed hereto (hereinafter collectively referred to as “the Watermains”) and the highway structures situated within the respective areas of the lot shown coloured pink stippled black hatched red and pink circled black hatched red on PLAN I annexed hereto (hereinafter referred to as “the Highway Structures”).
- (b) Subject to sub-clause (c) of this Special Condition and except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the features or structures provided in accordance with Special Condition Nos. (10) and (14) hereof, the Highway Structures, the Existing High Pressure Gas Main and the Watermains) shall be erected or constructed and no material or object of whatsoever nature shall be placed or stored on, over, under, above, below or within the respective areas shown coloured pink stippled black hatched red, pink hatched red and pink circled black hatched red on PLAN I annexed hereto (which areas are hereinafter collectively referred to as “the Utilities Reserve”).
- (c) Except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the features or structures provided in accordance with Special Condition Nos. (10) and (14) hereof, the Existing High Pressure Gas Main and the Highway Structures) shall be erected or constructed and no material or object of whatsoever nature shall be placed or stored within the Utilities Reserve encircling the Watermains at a radius of 3 metres measuring from the centre line of the Watermains.
- (d) The Government, the Water Authority, the Highways Department, its or their officers, contractors and workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to and from the lot or any part thereof at all times for the purposes of inspecting, operating, maintaining, repairing, renewing, altering and diverting the Existing Water Mains (including the Watermains) and the Highways Structures and for carrying out any other works as may be required by the Government, the Water Authority or the Highways Department. The Government, the Water Authority, the Highways Department and its or their officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever

caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (e) In the event that the Grantee shall require the diversion of the Watermains, the diversion proposal and the proposed routing have to be approved by the Water Authority. The diversion works and the works for capping off the Watermains will be carried out by the Water Authority 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 Government whose determination shall be final and binding on the Grantee. There is no guarantee that the diversion proposal or the proposed routing will be approved by the Water Authority.
- (f) In the event of the diversion of the Watermains, whether or not upon the requirement of the Grantee, to other locations whether within or outside the lot, “the Watermains” shall be deemed to refer to and include the Watermains as diverted, and such part or parts of the lot which lie within 3 metres from either side of the centre line of the Watermains as diverted shall form part of the Utilities Reserve and shall be subject to this Special Condition, and any part or parts of the lot from where the Watermains were diverted shall cease to be part of the Utilities Reserve. The decision of the Water Authority as to which part of the lot ceases to be part of the Utilities Reserve and which part of the lot shall become part of the Utilities Reserve shall be final and binding on the Grantee.
- (g) The Grantee shall pay to the Government on demand the costs of repair and reinstatement of the Existing Water Mains (including the Watermains) which shall become necessary at any time during the term hereby agreed to be granted as a result of any damage caused by the Grantee or any works carried out on, over, under, above, below or within the lot by the Grantee, his servants, workmen and contractors and shall indemnify the Government against any claim, action or demand arising therefrom.
- (h) The Government or the Director or his authorized officers shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the bursting or leakage of the Existing Water Mains (including the Watermains), and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) For the purpose of this Special Condition, the decision of the Director as to what constitutes the Highway Structures shall be final and binding on the Grantee.
- (j) For the avoidance of doubt, in respect of the second Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (10) hereof.
- (k) For the avoidance of doubt, in respect of the fourth Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (14) hereof.”

37. Drainage Impact Assessment

Special Condition No.(54) of the Land Grant stipulates that:-

- “(a) The Grantee shall within 6 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a Drainage Impact Assessment (hereinafter referred to as “the Drainage Impact Assessment”) for all proposed drainage works in connection with the development of the lot or any part thereof.
- (b) The technical aspects of the Drainage Impact Assessment shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.
- (c) The Drainage Impact Assessment shall identify all adverse drainage impact resulting from the development of the lot or any part thereof and the mitigation works therefor, Upon receipt of the written approval of the Drainage Impact Assessment by the Director, the Grantee shall at his own expense and within such time limit as may be stipulated by the Director carry out the approved mitigation works in all respects to the satisfaction of the Director.
- (d) No building, site formation or any other works (other than the demolition and removal works referred to in Special Condition No. (2)(a) hereof) shall be commenced on the lot or any part thereof until the Drainage Impact Assessment has been approved in writing by the Director.”

38. Gas safety

Special Condition No.(55) of the Land Grant stipulates that:-

- “(a) The Grantee shall comply with the Gas Safety Ordinance, any regulations made thereunder and any amending legislation concerning the presence of and avoidance of damage to the Existing High Pressure Gas Main and the requirements of the “Code of Practice on Avoiding Danger from Gas Pipes” issued by the Electrical and Mechanical Services Department for any works to be carried out in the vicinity of the Existing High Pressure Gas Main.
- (b) The Grantee acknowledges that no diversion, modification or improvement of the Existing High Pressure Gas Main shall be permitted.
- (c) No building or structure or support for any building or structure (other than the features or structures provided in accordance with Special Condition Nos. (5), (10), (14) and (52) hereof and the Highway Structures) shall be erected or constructed and no material or object of whatsoever nature shall be placed or stored within the area at a radius of 3 metres measuring from the centre line of the Existing High Pressure Gas Main. Prior to the commencement of any works to be carried out in the vicinity of the Existing High Pressure Gas Main, the Grantee shall consult the Hong Kong and China Gas Company Limited (hereinafter referred to as “the Gas Company”) so as to ensure that any such works will not damage, interfere with, obstruct or endanger the operation of the Existing High Pressure Gas Main and if required by the Director, the Grantee shall, at his own expense, take such precautions as may be required by the Gas Company to ensure the safety of the Existing High Pressure Gas Main.
- (d) The Grantee shall at all reasonable times permit the Director, the Gas Company, their officers, agents, contractors, workmen and any other persons authorized by them the right of ingress, egress and regress to, from and through the lot with or without tools, equipment, plant, machinery or motor vehicles as the Director or the Gas Company may require for the purpose of any works to be carried out in relation to the Existing High Pressure Gas Main in, upon or under the lot or any adjoining land including but not limited to the routine inspection, maintenance and handling of emergency operations of the Existing High Pressure Gas Main. The Grantee shall co-operate fully with the Director and the Gas Company on all matters relating to any of the aforesaid works to be carried out within the lot.
- (e) The Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of the exercise by any of them of the rights conferred under sub-clause (d) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any loss, damage, nuisance or disturbance.”

39. The electricity network under the Order

Special Condition No.(56) of the Land Grant stipulates that:-

- “(a) The Grantee acknowledges that the Existing Overhead Powerlines form part of an electricity network approved under an order made pursuant to Section 7 of the Electricity Networks (Statutory Easements) Ordinance and registered in the Land Registry by Memorial No. YL256485 against some of the old lots described in the Second Schedule hereto (hereinafter referred to as “the Order”). The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the Order.
- (b) The Grantee acknowledges that no diversion, modification or improvement of the Existing Overhead Powerlines shall be permitted. The Grantee shall, before carrying out any works adjoining or within the Powerline Reserves, consult all relevant Government departments (including Electrical and Mechanical Services Department) and the CLP Power Hong Kong Limited (hereinafter referred to as “the Power Company”) to ensure that any such works will not damage, interfere with, obstruct or endanger the operation of the Electricity Transmission Network and the Installations (as hereinafter defined). The Grantee shall at his own expense take such measures, precautions and comply with such requirements as may be imposed by the Director to protect the Electricity Transmission Network and the Installations. The Grantee shall also comply with the “Code of Practice on Working near Electricity Supply Lines” approved under the Electricity Supply Lines (Protection) Regulation and the guidelines for overhead transmission lines as specified in Chapter 7 of the Hong Kong Planning Standards and Guidelines issued by the Planning Department, and any amendment thereto when carrying out any works adjoining or within the Powerline Reserves or in the vicinity of the Existing Overhead Powerlines.

- (c) In the event that as a result of or arising out of any works done by the Grantee whether within the lot or any adjacent or adjoining Government or leased land any damage is caused to the Electricity Transmission Network and the Installations, the Grantee shall at his own expense make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such damage to the Electricity Transmission Network and the Installations.
- (d) For the purpose of these Conditions, the Electricity Transmission Network and the Installations shall include the Existing Overhead Powerlines, cables, ducts, pylons, electric poles, substations, transformers, wires, pillars, kiosks within and in the vicinity of the Powerline Reserves and the decision of the Director as to what constitutes the Electricity Transmission Network and the Installations shall be final and binding on the Grantee.”

40. Reservation of rights to the Power Company over the Powerline Reserves

Special Condition No.(57) of the Land Grant stipulates that:-

- “(a) Notwithstanding the acceptance by the Government of the surrender of the old lots pursuant to Special Condition No. (1) hereof, the Grantee acknowledges and agrees that the lot is granted subject to the following rights:
 - (i) there is reserved to the Power Company and the officers duly authorized by it the right to place and retain any electric line above or below the ground across the Powerline Reserves;
 - (ii) there is reserved to the Power Company and the officers duly authorized by it the right to carry out any works required for the purposes of sub-clause (a)(i) of this Special Condition including the right to excavate, drain, remove or cover over any part of the soil of the Powerline Reserves, and to lop, cut or remove any trees, shrubs, growing crops or vegetation of any kind on the Powerline Reserves which obstruct or interfere with any electric line; and
 - (iii) there is reserved to the Power Company and the officers duly authorized by it the right to enter on and pass over or under the Powerline Reserves with or without tools, equipment, plant, machinery or motor vehicles and to carry out all such works thereon as may be necessary for or incidental to the exercise of the rights referred to in sub-clauses (a)(i) and (a)(ii) of this Special Condition.

For the avoidance of doubt, the Power Company shall have no right to place, construct, erect or retain any permanent structure, pole, mast or pylon within the Powerline Reserves.

- (b) The Grantee shall at all reasonable times permit the Director and the Power Company and their officers, agents, contractors, workmen and any other persons duly authorized by them the right of ingress, egress and regress to, from and through the lot with or without tools, equipment, plant, machinery or motor vehicles as the Director or the Power Company may require for the purpose of carrying out any works in connection with the Electricity Transmission Network and the Installations in, upon or under the lot 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 electricity intended to serve the lot or any adjoining land. The Grantee shall co-operate fully with the Director and the Power Company on all matters relating to any of the aforesaid works to be carried out within the lot.
- (c) The Government, the Director, their officers, agents, contractors, workmen and any other persons duly authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of the exercise of the rights conferred under sub-clauses (a) and (b) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (d) For the purpose of these Conditions, “electric line” shall be as defined in the Electricity Networks (Statutory Easements) Ordinance, any regulations made thereunder and any amending legislation.”

41. No grave or columbarium permitted

Special Condition No.(60) of the Land Grant stipulates that:-

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

42. Removal of graves and “Kam Tap”

Special Condition No.(61) of the Land Grant stipulates that:-

“The Grantee shall on his own accord and at his own expense arrange for the removal of any existing graves and burial urns commonly known as “Kam Taps” on the lot, the Green Area, the Yellow Area or any part of any of them and the Grantee shall indemnify the Government against all actions, claims and damages that may arise as a result of such removal.”

43. Indemnity to the Government

Special Condition No.(62) of the Land Grant stipulates that:-

“The Grantee shall indemnify the Government against all actions, claims and demands that may arise as a result of the development of the lot or any part thereof, both during construction and thereafter, and shall further indemnify the Government against any actions, claims and demands that may arise as a result of injurious affection that may be caused to adjoining or neighbouring lands, graves or “Kam Taps”.”

44. Internal roads or pedestrian walkways

Special Condition No.(63) of the Land Grant stipulates that:-

“The Government does not guarantee that any internal roads or pedestrian walkways connecting the building or buildings erected or to be erected on the lot can be constructed and the Grantee shall at his own expense and in all respects to the satisfaction of the Director make his own arrangement for acquiring and construction of such internal roads or pedestrian walkways.”

Note: For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

A. 本期數所位於的土地的地段編號

1. 本期數興建於丈量約份第 107 約第 1927 號地段的餘段上（「**該土地**」）。

B. 年期

2. 該土地根據第 21263 號新批地規約（按 (i) 日期為 2015 年 6 月 1 日並在土地註冊處以註冊摘要編號 15061102490020 登記的修訂函、(ii) 日期為 2015 年 6 月 1 日並在土地註冊處以註冊摘要編號 15061102490030 號登記的同意書，及 (iii) 日期為 2015 年 6 月 1 日並在土地註冊處以註冊摘要編號 15061102490049 號登記的同意書作出更改及/或修訂）（統稱「**批地文件**」）批出，租期由 2011 年 8 月 12 日起計 50 年期。

C. 適用於該土地的用途限制

3. 批地文件特別條款第 (16) 條規定：

- 「(a) 除本特別條款 (b) 款另有規定外，該地段或其任何部份或在該地段已建或擬建的任何建築物或其任何部份不能用作非工業（不包括倉庫、辦公室、酒店及加油站）用途以外的任何用途。
- (b) 在不影響本特別條款 (a) 款的一般適用範圍下，該地段或其任何部份或在該地段已建或擬建的任何建築物或其任何部份，除用作按照本規約、根據《城市規劃條例》(香港法例第 131 章) 批准的總綱發展藍圖，以及建築事務監督及署長批准的建築圖則（包括其任何經批准的修訂本）所設計、建造、擬定及指定的用途外，不得作任何其他用途。」

D. 按規定須興建並提供予政府或供公眾使用的設施

4. 構建綠色區域（時限、方式及用途）

批地文件特別條款第 (5) 條規定：

- 「(a) 承授人須：
- (i) 於 2018 年 3 月 31 日或之前（或署長可能批准的其他延展日期），自費按署長批准的方式、材料、標準、水平、定線及設計，並在各方面令署長滿意下：
 - (I) 在附錄於本批地文件的圖則 I 上以綠色顯示的部份（下稱「綠色區域」）鋪設及興建部份未來公眾道路；及
 - (II) 提供及建造橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或署長單獨酌情要求的其他構築物（以下統稱「該等構築物」），

使建築物可座落於綠色區域及讓車輛和行人往來綠色區域；

- (ii) 於 2018 年 3 月 31 日或之前（或署長可能批准的其他延展日期），自費在綠色區域鋪路面、鋪路緣及開水道，並提供署長規定的溝渠、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和路面標記，以達至署長滿意程度；及
 - (iii) 自費保養綠色區域連同該等構築物及在該區域建造、安裝及提供的所有構築物（現有高壓供氣主喉和本批地文件特別條款第 (51) 條所指的現有總水管除外）、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、路面標記和植物，以達至署長滿意程度，直至綠色區域已根據本批地文件特別條款第 (6) 條交還政府管有為止。
- (b) 承授人在綠色區域進行任何工程時，亦須符合本批地文件特別條款第 (52) 及 (55) 條的規定。
- (c) 如果承授人不履行其在本特別條款 (a) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (d) 署長毋須因承授人履行本特別條款 (a) 款的義務或政府行使本特別條款 (c) 款的權利或其他原因而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的政府人員提出索償。」

5. 管有綠色區域

批地文件特別條款第 (6) 條規定：

「僅旨在進行本批地文件特別條款第 (5) 條指明的必要工程，承授人須於本協議的日期獲授予綠色區域的管有權。綠色區域須應要求交還政府，而在任何情況下，承授人須於署長發信表示本規約已在其滿意下獲得遵守的日期當作已交還政府。承授人須於其管有綠色區域的所有合理時候，准許所有政府及公共車輛及行人免費前往及經過綠色區域，並確保該通行權不受進行的工程干擾或妨礙，不論是按照本批地文件特別條款第 (5) 條或其他規定進行的工程。」

6. 綠色區域的使用限制

批地文件特別條款第 (7) 條規定：

「未經署長事先書面同意，承授人不得將綠色區域用作儲物或興建任何臨時構築物，或用作進行本批地文件特別條款第 (5) 條指明的工程以外之用途。」

7. 進入綠色區域進行檢查

批地文件特別條款第 (8) 條規定：

- 「(a) 承授人須於其管有綠色區域的所有合理時候：
- (i) 准許署長、政府人員、其承判商及其授權的任何其他人士有權出入、來回及通過該地段及綠色區域，以便在綠色區域檢查、檢驗及監督遵照本批地文件特別條款第 (5)(a) 條進行的任何工程及進行、檢查、檢驗及監督本批地文件特別條款第 (5)(c) 條規定的工程及署長認為必要的任何其他工程；
 - (ii) 在政府或其授權的相關公用事業公司要求時，准許其有權出入、來回及通過該地段及綠色區域，以便在綠色區域之中、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽、現有高壓供氣主喉及為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣（如有）及其他設施所需的其他導電媒介及附帶設備。承授人須就上述擬於綠色區域內進行的工程所有相關事宜與政府及其授權的相關公用事業公司充分合作；及
 - (iii) 在水務監督的政府人員或獲其正式授權的任何其他人士要求時，准許其有權出入、來回及通過該地段及綠色區域，以便進行任何有關本批地文件特別條款第 (51) 條所指的現有總水管及綠色區域內任何其他水務設施的運作、保養、維修、更換、改動或改道工程。
- (b) 政府、署長、水務監督、政府人員、其代理、承判商或工人及其他獲授權人士毋須因政府、署長、水務監督、政府人員、其代理、承判商或工人及任何其他獲授權人士或公用事業公司行使本特別條款 (a) 款賦予的權利而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向他們任何一方索償。」

8. 提供通行權

批地文件特別條款第 (9) 條規定：

- 「(a) (i) 承授人確認該地段部份地方現時設有道路和通道，並在附錄於本批地文件的圖則 I 上標示為「現有道路」（該等道路及通道以下統稱「現有道路」）。未經署長事先書面同意，不得將現有道路的定線改動或改道。
- (ii) 除本特別條款 (b) 款另有規定外，承授人須於批地文件約定的批租年期內，准許所有公眾人士於所有時候攜同或不攜同工具、設備、機械、機器或車輛為所有合法目的自由地及毋須支付任何性質的款項下，往復經過、途經、越過及通過現有道路。
- (b) 承授人須於所有時候准許渠務署署長、政府人員、其承判商、其工人及任何其他獲授權人士有權攜同或不攜同工具、設備、機械、機器或車輛在附錄於本批地文件的圖則 I 上顯示及標示的 M 點和 N 點（通過 O 點）及 P 點和 Q 點（通過 R 點）或彼等要求且經署長書面批准的其他各點之間出入、來回及通過在該地段，以便檢查、進行、檢驗及監督任何在本批地文件特別條款第 (14) 條所指的渠務專用範圍或該地段毗連地方任何排水渠及渠道進行的鋪設、保養、維修、更換及改動工程。」

- (c) 承授人須自費管理、維護、維修及保養現有道路，使其保持修葺良好堅固和狀況良好，以達至署長在各方面滿意程度。承授人須准許署長、政府人員、其承判商及其授權的任何其他人士往返及通過該地段及現有道路，以便檢查、檢驗及監督任何遵照本 (c) 款進行的工程。
- (d) 政府及政府人員毋須因承授人履行本特別條款 (a)、(b) 及 (c) 款的義務或公眾人士使用現有道路而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府或政府人員提出索償。
- (e) 承授人須彌償政府因承授人辦理或遺漏任何有關本特別條款 (a)、(b) 及 (c) 款的任何事項而直接或間接引起或相關的一切各種責任、申索、費用、要求、訴訟或其他程序。
- (f) 現明確同意、聲明及規定，儘管承授人被施加本特別條款 (a) 及 (b) 款下的義務，承授人既無意而政府亦無同意將現有道路劃供公眾通行。
- (g) 現明確同意及聲明，承授人不可鑑於其在本特別條款 (a) 及 (b) 款下應負的義務而預期獲得或索取任何關於額外上蓋面積或地積比率的特許權或權利，不論是根據《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文或其他規定；為免疑問，承授人明確放棄申索任何及所有關乎《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的任何特許權或權利。」

根據日期為 2015 年 6 月 1 日並在土地註冊處以註冊摘要編號 15061102490030 號登記的同意書，現有道路的部份定線已按照規劃署在規劃申請編號 A/YL-KTN/118-2 中於 2013 年 9 月 16 日發出的信函所指的經批核的第 I 期總綱發展藍圖修訂本作出改動及改道，由 2015 年 6 月 1 日起生效並受以下條件規限：

- 「(1) 你須於 2018 年 3 月 31 日或之前，自費按地政總署署長 (下稱「署長」) 批准的方式、材料、標準、水平、定線及設計構建改道道路，以達至署長在各方面滿意程度。
- (2) 在你自費完成構建改道道路以達至署長在各方面滿意程度之前，你須繼續遵守及履行本規約特別條款第 (9) 條所載有關現有改道道路之一切義務。
- (3) 當你自費完成構建改道道路以達至署長在各方面滿意程度之後，本規約中凡提及現有道路時，須於今後任何時候解釋及詮釋為提及新道路，你在本規約特別條款第 (9) 條之下應遵守及履行的所有義務均適用於新道路。」

9. 濕地總綱圖

批地文件特別條款第 (10) 條規定：

- 「(a) 承授人須於本協議的日期起計 6 個公曆月 (或署長可能批准的其他延長期) 內，就附錄於本批地文件的圖則 I 上以粉紅色加黑點、粉紅色加黑點加藍色斜線及粉紅色加黑點加紅色斜線顯示及位於該地段各個區域內的濕地 (該等區域以下統稱「濕地」)，向署長提交或安排提交一份濕地總綱圖 (下稱「濕地總綱圖」) 並取得署長批准。
- (b) 濕地總綱圖的比例須為 1:500 或更大比例，並且須包括有關濕地的生態保育及改善建議的資料。濕地總綱圖也須包括有關生態特徵管理、水文管理、植物管理、人類接近及滋擾管制的生態再造及管理計劃、執行計劃、生態監察計劃及漁農自然護理署署長可能要求的其他資料。濕地總綱圖也須顯示濕地內的現有道路以及供該地段已建或擬建的建築物住宅單位住客及其真正訪客、賓客或獲邀人士徒步往復通過濕地的任何行人通道或步行道或行人路或其他相關設施的配置。在署長書面批准濕地總綱圖前，不得在該地段或其任何部份開展建築工程或任何其他工程 (包括地盤平整工程，但不包括本批地文件特別條款第 (2)(a) 條所指的拆卸及清理工程)。就本規約而言，「建築工程」及「地盤平整工程」須為《建築物條例》、根據該條例所訂任何規例及任何修訂法例所界定者。
- (c) 承授人須自費實施和執行生態保育及改善建議及經批准的濕地總綱圖確定或引起的所有工程，以達至漁農自然護理署署長在各方面滿意程度。未經署長事先書面同意，不得修訂、更改、改動、變更或取代濕地總綱圖。
- (d) 除本批地文件特別條款第 (11)(d) 條另有規定外，承授人須於批地文件約定的批租年期內，自費保持、保養、監察及管理濕地至安全、清潔、井然、整齊及健康的狀態，以達至署長在各方面滿意程度。

- (e) 如果承授人不履行其在本特別條款 (c) 及 (d) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (f) 承授人須於所有合理時候，准許政府、署長及政府人員、其代理、承判商、工人及其授權的任何其他人士攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地出入、來回及通過該地段或其任何部份，以便：
 - (i) 檢查、檢驗及監督承授人遵照本特別條款 (c) 及 (d) 款進行的任何工程；及
 - (ii) 進行、檢查、檢驗及監督遵照本特別條款 (e) 款進行的工程及在濕地內或其任何部份進行署長認為必要的任何其他工程。
- (g) 政府、署長及政府人員、其代理、承判商、工人及其他獲正式授權人士毋須因彼等任何一方行使本特別條款 (e) 及 (f) 款的權利而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就上述損失、損害、滋擾或干擾向他們任何一方索償。
- (h) 濕地須指定為及構成本批地文件特別條款第 (32)(a)(v) 條所指的公用地方之一部份。
- (i) 在計算本批地文件特別條款第 (20)(c) 條規定的全部總樓面面積時，署長須單獨酌情決定是否可以剔除本批地文件特別條款 (b) 款所指的行人通道或步行道或行人路或其他相關設施。
- (j) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑點加藍色斜線顯示的區域 (該區域是濕地及鐵路專用範圍 (定義見本批地文件特別條款第 (11)(a) 條) 的重疊區域 (該重疊區域以下簡稱「第一重疊區」))，承授人也須遵照本批地文件特別條款第 (11) 條的規定。
- (k) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑點加紅色斜線顯示的區域 (該區域是濕地及公用設施專用範圍 (定義見本批地文件特別條款第 (52)(b) 條) 的重疊區域 (該重疊區域以下簡稱「第二重疊區」))，承授人也須遵照本批地文件特別條款第 (52) 條的規定。」

10. 鐵路專用範圍

批地文件特別條款第 (11) 條規定：

- 「(a) 除署長根據本批地文件特別條款第 10(a) 或 13(a) 條有所規定或批准或署長事先書面同意外，不得在附錄於本批地文件的圖則 I 上以粉紅色加黑點加藍色斜線、粉紅色加藍色斜線及粉紅色加黑圓圈加藍色斜線顯示的該地段各個區域、粉紅色加紅色邊加藍色斜線區域及粉紅色加黑圓圈加紅色邊加藍色斜線區域 (該等區域以下統稱「鐵路專用範圍」) 之中、之上、之下或之內興建、建設或放置任何建築物或構築物或任何建築物或構築物的承托物 (但邊界牆、圍牆、臨時園景工程、鐵路專用範圍內的現有道路及本批地文件特別條款第 (63) 條所指的內部道路或行人通道除外)。
- (b) 承授人須按署長書面規定或批准的形式及條款，以分割契據的方式將鐵路專用範圍分割。承授人須自費在土地註冊處以備忘錄方式將該分割契據註冊。在該項註冊之前，不得進行任何影響該地段或其任何部份或在該地段或其任何部份已建或擬建的任何建築物或其任何部份的交易 (但根據本批地文件特別條款第 (29)(d) 條進行的建築按揭，或根據本批地文件特別條款第 (30) 條將該地段整體轉讓或署長書面批准的其他交易除外)。
- (c) 除本批地文件特別條款第 29(d) 及 (30) 條及本特別條款 (b) 及 (d) 款另有規定外，承授人不得轉讓、按揭、押記、分租、放棄管有或處置鐵路專用範圍或其任何部份或當中任何權益或訂立有關上述各項的協議。
- (d) 在署長提出要求時，承授人須按署長的規定自費將鐵路專用範圍或其任何部份空置交還政府而不收任何費用與代價及不附帶產權負擔，並在各方面達至署長滿意程度。為此目的，承授人須在署長指定的時間內，自費按署長書面規定或批准的方式及條款簽署一份或多份交還契據及任何其他必要文件，但政府無任何義務應承授人的要求接受承授人交還鐵路專用範圍或其任何部份，政府可在其認為適當時才接受承授人交還鐵路專用範圍或其任何部份。承授人無權就交還直接或間接引起或相關的損失、損害或賠償向政府提出申索。

- (e) 除本批地文件特別條款第 (10)(a) 條另有規定外，承授人須自費在鐵路專用範圍或其任何部份提供園景，並於其後保養及保持園景至安全、清潔、井然、整齊及健康的狀態，以達至署長在各方面滿意程度，直至鐵路專用範圍按照本特別條款 (d) 款交還政府為止。
- (f) 現明確同意及聲明，承授人不可鑑於其在本特別條款 (d) 款下應負的義務而預期獲得或索取任何關於額外上蓋面積或地積比率的特許權或權利，不論是根據《建築物 (規劃) 規例》第 22(2) 條規例、其任何修訂條文或取代條文或其他規定；為免疑問，承授人明確放棄申索任何及所有關乎《建築物 (規劃) 規例》第 22(2) 條規例、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的任何特許權或權利。
- (g) 不得在鐵路專用範圍或其任何部份之中、之上、之下或之內設置任何車位、避車處或裝卸區。
- (h) 承授人確認及接納，當該地段或其任何部份在鐵路專用範圍或其任何部份按照本特別條款 (d) 款所述規定交還後進行發展或重建時：
 - (i) 承授人可能基於該地段面積減少而無法建設本批地文件特別條款第 (20)(c) 條准許的最大總樓面面積；及
 - (ii) 政府毋須就該地段可建的最大總樓面面積任何減少而向承授人負責，而且承授人無權就該面積的減少向政府提出申索。
- (i) 為免疑問，就有關第一重疊區，承授人也須遵照本批地文件特別條款第 (10) 條的規定。
- (j) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑圓圈加藍色斜線顯示的區域及粉紅色加黑圓圈加紅色邊加藍色斜線區域 (該等區域是鐵路專用範圍及渠務專用範圍 (定義見本批地文件特別條款第 (14)(a) 條)) 的重疊區域 (該等重疊區域以下統稱「第三重疊區」)，承授人也須遵照本批地文件特別條款第 (14) 條的規定。」

11. 構建黃色區域

批地文件特別條款第 (12) 條規定：

- 「(a) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費鋪設、形成及鋪好在附錄於本批地文件的圖則 I 上以黃色顯示的區域 (下稱「黃色區域」)，以達至署長在各方面滿意程度。
- (b) 承授人須自費維護、管理、保養及維修黃色區域或其保留管有權的任何部份及在其中、其內及其下的所有物件，使其保持修葺良好堅固和狀況良好，以達至署長滿意程度，直至黃色區域或其任何部份已按照本特別條款 (e) 款交回政府管有為止。
- (c) 如果承授人不履行其在本特別條款 (a) 及 (b) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (d) 署長毋須因承授人履行本特別條款 (a) 及 (b) 款的義務或政府行使本特別條款 (c) 款的權利或其他原因而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的政府人員提出索償。
- (e) 僅旨在進行本特別條款 (a) 及 (b) 款指明的必要工程，承授人須於本協議的日期獲授予黃色區域的管有權。承授人須應署長要求將黃色區域或其任何部份交回政府，而政府毋須支付任何款項或補償，不論是金錢或其他方面，而在任何情況下，承授人須於署長書面指明的日期當作將黃色區域或其任何部份交回政府，但不得強迫政府取回黃色區域或其任何部份的管有權，而且政府可在其認為適當時才取回黃色區域或其任何部份的管有權。
- (f) 未經署長事先書面同意，承授人不得將黃色區域用作儲物或興建任何臨時構築物，或用作進行本特別條款 (a) 及 (b) 款指明的工程以外之用途。
- (g) 承授人須於其管有黃色區域或其任何部份的所有合理時候，准許署長、政府人員、其承判商及其授權的任何其他人士攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地出入、來回及通過該地段及黃色區域或其任何部份，以便在黃色區域或其任何部份檢查、檢驗及監督遵照本特別條款 (a) 及 (b) 款進行的任何工程，進行、檢查、檢驗及監督遵照本特別條款 (c) 款進行的工程及署長認為必要的任何其他工程。」

12. 建造內部通道

批地文件特別條款第 (13) 條規定：

- 「(a) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費按署長規定或批准的方式、材料及標準，在該地段鋪設、形成、提供、建造及鋪好一條內部通道 (下稱「內部通道」)，以達至署長在各方面滿意程度，讓公共車輛及行人經內部通道由新潭路往返黃色區域。
- (b) 內部通道的位置、設計、配置、定線、水平及闊度須經署長事先書面批准。
- (c) 在承授人取得本特別條款 (b) 款所規定的批准前，不得在該地段開展任何建築工程 (本批地文件特別條款第 (2)(a) 條所指的拆卸及清理工程及地盤平整工程除外)。
- (d) 承授人須於批地文件約定的批租年期內，自費管理及保養內部通道，使其保持修葺良好堅固和狀況良好，以達至署長在各方面滿意程度。
- (e) 在批地文件約定的批租年期內，承授人須於日夜所有時候授予政府、黃色區域將來的擁有人、承租人、租戶、佔用人及獲許可人及其真正賓客、訪客或獲邀人士權利，可為適當地使用和享用黃色區域的所有合法目的 (為免疑問，包括政府、政府人員及其他獲授權人士進行的檢查，且承授人進一步承諾准許其) 攜同或不攜同工具、設備、機械、機器或車輛免費往復經過、途經、越過及通過內部通道，藉以出入、來回黃色區域。
- (f) 承授人須於批地文件約定的批租年期內，授予政府、黃色區域將來的擁有人、承租人、租戶、佔用人及獲許可人權利 (且承授人進一步准許其) 可透過穿越、通過內部通道、在其上、其中或其下的溝渠、喉管、電線、電纜、污水渠、排水渠、明渠、下水道、管槽、排煙管、管道及總水管獲得自由暢通的公用服務供應、輸送及排放進出黃色區域，包括但不限於水、電、煤氣、電話及電訊服務，以適當使用及享用黃色區域，此外並須授予政府、黃色區域將來的擁有人、承租人、租戶、佔用人及獲許可人或獲其正式授權的任何其他人士權利 (且承授人進一步准許其) 在所有合理時候 (緊急情況除外) 攜同或不攜同工具、設備、機械、機器或車輛通過內部通道進入該地段，以便對本款上述的任何及所有溝渠、喉管、電線、電纜、污水渠、排水渠、明渠、下水道、管槽、排煙管、管道及總水管進行檢查、保養、維修、更改、拆除、更新、更換及安裝工程。
- (g) 如果承授人不履行其在本特別條款 (a) 及 (d) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。為了進行上述工程，政府、政府人員、其代理、承判商、工人或其他獲正式授權人士有權於所有合理時候攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地進入該地段或其任何部份及其上已建或擬建的任何建築物。
- (h) 政府、政府人員、其代理、承判商、工人或其他獲正式授權人士毋須因彼等行使本特別條款 (g) 款的權利而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就上述損失、損害、滋擾或干擾向他們任何一方索償。
- (i) 承授人須彌償政府、政府人員、其代理、承判商、工人及其他獲正式授權人士因承授人、其傭工、工人及承判商辦理或遺漏任何有關本特別條款 (e) 及 (f) 款的事項而直接或間接引起或相關的一切各種責任、申索、費用、要求、訴訟或其他程序。
- (j) 除在附錄於本批地文件的圖則 I 上顯示及標示的 S 點和 T 點之間 (通過 U 點) 及署長書面批准的其他各點外，車輛無權經內部通道出入黃色區域。
- (k) 現明確同意、聲明及規定，儘管承授人被施加本特別條款 (e) 款下的義務，承授人既無意而政府亦無同意將內部通道供公眾通行。
- (l) 現明確同意及聲明，承授人不可鑑於其在本特別條款 (e) 款下應負的義務而預期獲得或索取任何關於額外上蓋面積或地積比率的特許權或權利，不論是根據《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文或其他規定；為免疑問，承授人明確放棄申索任何及所有關乎《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的任何特許權或權利。」

13. 在渠務專用範圍上建造橋面

批地文件特別條款第 (14) 條規定：

- 「(a) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費在附錄於本批地文件的圖則 I 中以粉紅色加黑圓圈、粉紅色加黑圓圈加藍色斜線、粉紅色加黑圓圈加紅色斜線顯示的該地段各個區域、粉紅色加黑圓圈加紅色邊區域及粉紅色加黑圓圈加紅色邊加藍色斜線區域 (該等區域以下統稱「渠務專用範圍」) 已建或擬建的排水渠上建造及提供橋面及其承托物 (下稱「橋面」) 以達至署長在各方面滿意程度，而橋面的建造方式、材料、水平、設計、位置及標準須為署長所批准及要求者。
- (b) 除根據署長在本特別條款 (a) 款所要求或批准或事先取得署長書面同意外，不得在渠務專用範圍或其任何部份之中、之上、之下、或之內興建、建設或放置任何建築物或構築物或任何建築物或構築物的承托物 (但現有高壓供氣主喉、本批地文件特別條款第 (51) 條所指的現有總水管及本批地文件特別條款第 (52)(a) 條所指的公路構築物除外)。
- (c) 除本批地文件特別條款第 (11)(d) 條另有規定外，當橋面建造完成後，承授人須於批地文件約定的批租年期內自費維護、保養、維修及管理橋面以達至署長在各方面滿意程度。
- (d) 如果承授人不履行其在本特別條款 (a) 及 (c) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (e) 除本批地文件特別條款第 (11)(d) 條另有規定外，承授人須准許政府、署長、政府人員、其代理、承判商、工人及其授權的任何其他人士於所有時候攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地出入、來回該地段或其任何部份，以便：
- (i) 檢查、檢驗及監督任何遵照本特別條款 (a) 及 (c) 款進行的工程；
- (ii) 進行、檢查、檢驗及監督根據本特別條款 (d) 款在渠務專用範圍或其任何部份進行的工程及署長認為必要的任何其他工程；及
- (iii) 在該地段或其任何部份或其毗連地方建造、檢查、保養、維修及疏浚工程。
- (f) 政府、署長、政府人員、其代理、承判商、工人及其授權的任何其他人士毋須因承授人履行本特別條款 (a) 及 (c) 款的義務或政府等行使本特別條款 (d) 及 (e) 款賦予的權利或其他原因而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就上述損失、損害、滋擾或干擾向他們任何一方提出索償。
- (g) 不得在渠務專用範圍或其任何部份之中、之上、之下或之內設置任何車位、避車處或裝卸區。
- (h) 為免疑問，就有關第三重疊區，承授人也須遵照本批地文件特別條款第 (11) 條的規定。
- (i) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑圓圈加紅色斜線顯示的區域 (該區域是渠務專用範圍及公用設施專用範圍 (定義見本批地文件特別條款第 (52)(b) 條) 的重疊區域 (該重疊區域下稱「第四重疊區」))，承授人也須遵照本批地文件特別條款第 (52) 條的規定。」

14. 政府土地 (啡色區域) 的通行權

批地文件特別條款第 (64) 條規定：

- 「(a) 該地段批出時連同授予承授人及其傭工、訪客、工人及獲其授權的其他人士權利可於約定的批租期內不時及任何時候，為了適當地使用和享用該地段之所有目的，在署長批准的限度內往復經過及通過附錄於本批地文件的圖則 A 上以啡色顯示的區域 (下稱「啡色區域」)。
- (b) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費按署長規定或批准的方式、材料及標準，在獲授予本特別條款 (a) 款所述的啡色區域之上及沿區域鋪設道路，連同配套的街道設施、輔助交通設施、街燈、污水渠、排水渠、渠道、集水井、溝渠及署長認為必要的其他構築物，但必須對附近任何其他獲授予整個啡色區域或其任何部份通行權的地段業主所造成的滋擾減至最低。

- (c) 承授人須自費維護、保養及管理啡色區域及成為該區域一部份或與其相關的所有物件，以達至署長滿意程度，且承授人須對其整體負責，猶如其為該區域的絕對擁有人一樣。
- (d) 凡對任何公眾道路作出任何改動，而該改動會令該公眾道路佔用獲授予通行權的啡色區域其中部份地方或影響其斜度時，承授人不得提出任何索償，承授人並且須自費對其興建的鋪平道路進行隨後的所有改動，以達至署長在各方面滿意程度。
- (e) 即使承授人獲授予本特別條款 (a) 款所指的通行權，承授人並不享有對啡色區域或其任何部份的專有權利。政府有權將啡色區域或其任何部份的通行權授予毗鄰地段及鄰近任何其他地段目前或將來任何時候的業主，或接管啡色區域的全部或任何部份作公眾街道或政府認為適當的任何其他用途，毋須向承授人或其他獲授予啡色區域的全部或任何部份通行權的業主支付任何賠償。
- (f) 如果承授人不履行其在本特別條款 (b)、(c) 或 (d) 款的任何義務，政府可進行所需的建造、保養、維修或改動工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (g) 即使已授予本特別條款 (a) 款所指的通行權，當署長自行酌情認為合適時，政府有充分權利和權力在向承授人發出不少於 14 天書面通知 (緊急情況除外) 後，在目前或今後可能位於啡色區域或其任何部份之內、上、下或毗鄰地方鋪設、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、保養和翻新任何政府或其他排水渠、渠道、集水井、溝渠、水道或水路、污水渠、明渠、總喉、管道、電纜、電線、線路、公用事業服務設施或其他工程或裝置 (以下統稱「啡色區域服務設施」)，修補因此引致的任何及所有損壞；此外，署長、政府人員、其承判商及獲其授權的任何其他人士以及前述人士的工人有權在攜同或不攜同工具、設備、機械、機器或車輛，在任何時候為該等目的自由出入、來回及通過啡色區域或其任何部份。未經署長事先書面批准，承授人不得干擾或容許任何人干擾啡色區域服務設施。除了修補因行使上述任何權利和權力引致的任何及所有損壞外，政府、署長、政府人員、其承判商、獲其授權的任何其他人士及前述人士的工人毋須因彼等行使本款所賦予的權利而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不得就此向其索償或提出異議。」

15. 黃色加黑點區域的管理及保養

批地文件特別條款第 (65) 條規定：

- 「(a) 承授人須自費維護、管理、保養及維修在附錄於本批地文件的圖則 A 上以黃色加黑點顯示的區域 (下稱「黃色加黑點區域」) 及構成其一部份或與其相關的任何部份或其仍未交回管有權的任何部份及在其中、其內或其下的所有物件，使其保持修葺良好堅固和狀況良好，以達至署長滿意程度，直至黃色加黑點區域或其任何部份已按照本特別條款 (d) 交回政府管有為止。
- (b) 如承授人不履行其在本特別條款 (a) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (c) 署長毋須因承授人履行本特別條款 (a) 款的義務或政府行使本特別條款 (b) 款的權利或其他原因而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的政府人員提出索償。
- (d) 僅旨在進行本特別條款 (a) 款指定的必要工程，承授人須於 2015 年 6 月 1 日獲授予黃色加黑點區域的管有權。黃色加黑點區域或其任何部份須於署長要求時交還給政府，而政府毋須支付任何款項或補償，不論是金錢或其他方面。在任何情況下，承授人在署長書面指定的日期當作已交還給政府，惟不得強迫政府取回黃色加黑點區域或其任何部份的管有權，政府可在其認為合適時才接受承授人交回黃色加黑點區域或其任何部份的管有權。
- (e) 未經署長事先書面同意，承授人不得將黃色加黑點區域或其任何部份用作儲存物件或搭建任何臨時構築物，或用作進行本特別條款 (a) 款指明的工程以外之用途。

- (f) 承授人須於其管有黃色加黑點區域或其任何部份的所有合理時候，准許署長、政府人員、其承判商及其他獲正式授權人士攜同或不攜同工具、設備、機械、機器或車輛自由出入、來回及通過該地段、黃色加黑點區域或其任何部份，以便檢查、檢驗及監督遵照本特別條款(a)款進行的任何工程，以及進行、檢查、檢驗及監督本特別條款(b)款規定的工程及在黃色加黑點區域或其任何部份進行署長認為必要的任何其他工程。」

E. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任

16. 建築契諾

批地文件特別條款第(15)條規定：

「承授人須開發該地段，在其上興建在各方面符合本規約和當時在香港所實施的或可能在任何時候實施的一切條例、附例及規例對建築、衛生及規劃之規定的建築物，並須於2018年3月31日或之前完成建築和使其適合佔用。」

17. 園景美化總綱圖

批地文件特別條款第(19)條規定：

- 「(a) 承授人須自費向規劃署署長提交或安排提交一份園景美化總綱圖以取得其批准，該園景美化總綱圖須顯示有關該地段的園景美化建議。
- (b) 園景美化總綱圖的比例須為1:500或更大比例，並載明園景美化建議的相關資料，包括現有樹木的普查及處理方案、地盤佈局及平整水平、建築發展概念模式、園景建築工程區及花卉樹木種植工程區圖解佈局以及署長要求的其他資料。除非本批地文件特別條款第(17)條有關樹木保育的建議已獲批准(如有必要)，否則不得在該地段或其任何部份進行場地平整工程。在規劃署署長書面批准所呈交的園景美化總綱圖前，不得在該地段或其任何部份進行上層結構工程。
- (c) 承授人須自費按照經核准的園景美化總綱圖在該地段提供園景美化。未經署長事先書面同意，不得修訂、更改、改變、變更或取代經核准的園景美化總綱圖。
- (d) 承授人其後須自費保養及保持園景美化工程，使其達至安全、清潔、井然、整齊、實用及健康的狀態，以達至署長在各方面滿意程度。」

18. 發展條件

批地文件特別條款第(20)條規定：

「除本規約另有規定外，在發展或重建(該詞語僅指按本批地文件一般條件第(6)條所指的重建)該地段或其任何部份時：

- (a) 在該地段已建或擬建的任何一或多座建築物在各方面須符合《建築物條例》、根據該條例所訂任何規例及任何修訂法例的規定；
- (b) 不得在該地段或其任何部份或本規約指明該地段範圍以外的地方興建任何一或多座在各方面不符合《城市規劃條例》、根據該條例所訂任何規例及任何修訂法例的建築物，或在該地段或其任何部份或本規約指明該地段範圍以外任何地方進行任何在各方面不符合該等條例或規例的發展或用途；
- (c) (i) 在該地段已建或擬建的任何一或多座建築物的全部總樓面面積不得少於131,859平方米但不得多於219,765平方米；
- (ii) 在本特別條款(c)(i)款中規定的全部總樓面面積中，在該地段上設計為及擬作私人住宅用途的已建或擬建的任何建築物或其任何部份的全部總樓面面積不得少於209,765平方米；
- (iii) 在本特別條款(c)(i)款中規定的全部總樓面面積中，在該地段上設計為及擬作非工業(不包括私人住宅、倉庫、辦公室、酒店及加油站)用途的已建或擬建的任何建築物或其任何部份的全部總樓面面積(為免疑問，包括幼稚園(定義見本批地文件特別條款第(26)條)的全部總樓面面積及交通總匯(定義見本批地文件特別條款第(27)條)的全部總樓面面積)不得多於10,000平方米；

- (d) 儘管本特別條款(c)款就最大總樓面面積有所規定，承授人現特此明確同意及接納，在該地段或其任何部份已建或擬建的一或多座建築物，不保證能達到本特別條款(c)款准許的219,765平方米最大總樓面面積，若未能達到規定的最大總樓面面積，不能向政府申索任何補償；
- (e) 在該地段已建或擬建的任何建築物或構築物的任何部份，連同其任何加建部份或裝置(如有)合計的高度不得超過香港主水平基準以上60.2米，但：
- (i) 在取得署長事先書面批准後，可於建築物的天台興建或放置機房、空氣調節機組、水箱、樓梯頂篷及類似的天台構築物以超過上述的高度限制；及
- (ii) 在計算一座建築物或構築物的高度時，署長可單獨酌情不包括本批地文件特別條款第(59)(b)(i)(II)條所指的任何構築物或樓面空間；
- (f) 在該地段已建或擬建的任何一或多座建築物不得超過16層，包括在地面之下的任何樓面或空間，但：
- (i) 旨在計算本(f)款所指的層數，幼稚園、交通總匯、停車場或本批地文件特別條款第(20)(c)(iii)條所規定用途的任何樓面或空間，以及純粹或署長單獨認為(其意見為最終決定及對承授人具有約束力)主要用作入口大堂、本批地文件特別條款第(22)(a)條所指的設施、機械裝置樓層、水箱及機房的任何樓面或空間不予計算在內；及
- (ii) 在計算本(f)款所指的層數時，署長可單獨酌情不包括(除本特別條款(f)(i)款所不包括的樓面或空間外)：
- (I) 其相信所建造或擬供使用的任何樓面或空間純粹供任何升降機、空調或供暖系統的機器或設備使用；及
- (II) 本批地文件特別條款第(59)(b)(i)(II)條所指的任何構築物或樓面空間；及
- (g) 在該地段已建或擬建的任何一或多座建築物的設計及配置須取得署長的書面批准，在取得該批准前，不得在該地段開展任何工程(但本批地文件特別條款第(2)(a)條所指的拆卸及清理工程及地盤平整工程除外)。」

19. 幼稚園

批地文件特別條款第(26)條規定：

「承授人須自費在該地段內興建、建造、提供及保養一個包括不少於8個課室及其他附帶設施及全部總樓面面積不少於840平方米的幼稚園(下稱「幼稚園」)，以達至署長在各方面滿意程度。為免疑問，在計算本批地文件特別條款第(20)(c)(iii)條所規定的總樓面面積時，為幼稚園提供的面積須計算在內。除根據本特別條款作為幼稚園外，幼稚園不得作任何其他用途。」

20. 提供交通總匯

批地文件特別條款第(27)條規定：

- 「(a) 承授人須按署長批准的方式、材料、標準、水平、位置及設計，自費在該地段內興建、建造、提供及運作一個全部總樓面面積不少於3,000平方米的交通總匯連附帶設施(下稱「交通總匯」)，以達至署長在各方面滿意程度。交通總匯須於2018年3月31日落成及適宜運作。
- (b) 承授人須於批地文件約定的批租年期內，自費保養交通總匯，使其保持修葺良好堅固和狀況良好以達至署長滿意程度。
- (c) 為免疑問，在計算本批地文件特別條款第(20)(c)(iii)條所規定的總樓面面積時，為交通總匯提供的面積須計算在內。
- (d) 除根據本特別條款(a)款作為交通總匯外，交通總匯不得作任何其他用途，並須指定為及成為本批地文件特別條款第(32)(a)(v)條所指的公用地方。」

21. 泊車規定

批地文件特別條款第 (36) 條規定：

「(a) (i) 在該地段內須提供車位用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例下獲發牌並屬於該地段已建或擬建的一或多座建築物的住宅樓宇住客及其真正訪客或獲邀人士之車輛 (下稱「住宅車位」)，以達至署長滿意程度，住宅車位須按下表列明該地段已建或擬建的住宅單位不同面積之比率 (除非署長同意按不同於下表的住宅車位比率或數目) 提供。

每個住宅單位面積	住宅車位提供的數目
少於 40 平方米	每 10 個住宅單位或其部份一個車位
不少於 40 平方米但少於 70 平方米	每 6 個住宅單位或其部份一個車位
不少於 70 平方米但少於 100 平方米	每 3 個住宅單位或其部份一個車位
不少於 100 平方米但少於 160 平方米	每 6 個住宅單位或其部份五個車位
不少於 160 平方米	每 1.5 個住宅單位或其部份一個車位

(ii) 就本特別條款 (a)(i) 款而言，提供的住宅車位總數為按照本特別條款 (a)(i) 款列表列明的住宅單位面積計算其各自住宅車位數目的總數。在本規約中，「每個住宅單位面積」一詞用總樓面面積表示時是指以下 (I) 和 (II) 之和：

- (I) 該住客獨家使用及享用的住宅單位的總樓面面積，從該單位的圍牆或護牆外面量度。但如果該圍牆分隔兩個毗連單位，則從該等牆壁的中間計算並包括該單位的內部間隔及支柱，但為免疑問，不包括本批地文件特別條款第 (20)(c) 條規定不列入計算總樓面面積的該單位內所有樓面面積；及
- (II) 與住宅單位成比例的住宅公用地方 (定義見下文) 的總樓面面積。住宅公用地方 (供該地段已建或擬建的發展項目住宅部份全體住客共同使用及享用) 的全部總樓面面積從住宅單位的圍牆外面起計，但為免疑問，不包括本批地文件特別條款第 (20)(c) 條規定不列入計算總樓面面積的所有樓面面積 (住宅公用地方下稱「住宅公用地方」)，按以下公式分攤予每個住宅單位：

住宅公用地方的全部總樓面面積

x

根據本特別條款 (a)(ii)(I) 款計算一個住宅單位的總樓面面積

根據本特別條款 (a)(ii)(I) 款計算的所有住宅單位的全部總樓面面積

(iii) 如果在該地段已建或擬建的任何樓宇提供超過 75 個住宅單位，在該地段須按每座該等住宅樓宇有 5 個車位的比率或署長批准的其他比率提供額外車位，用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例下獲發牌並屬於該地段已建或擬建的一或多座建築物的住宅單位住客的真正賓客、訪客或獲邀人士之車輛，但至少須提供一個額外車位。

(iv) 根據本特別條款 (a)(i) 及 (a)(iii) 款提供的車位不可作其各自規定以外之用途，尤其不得作存放、展示或展覽車輛以供出售或其他用途。

- (b) (i) 在該地段內須按該地段已建或擬建的一或多座建築物每 200 平方米作非工業用途 (不包括私人住宅、倉庫、辦公室、酒店及加油站) 的總樓面面積或其部份有一個車位的比率 (除非署長同意其他比率) 提供車位，以達至署長滿意程度。
- (ii) 旨在計算本特別條款 (b)(i) 款的車位數目，任何用作交通總匯、泊車、裝卸用途的樓面面積不包括在內。
- (iii) 根據本特別條款 (b)(i) 款提供的車位，除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例下獲發牌並屬於該地段已建或擬建的一或多座建築物的佔用人及其真正賓客、訪客或獲邀人士之車輛外，不得用作其他用途，尤其不得作存放、展示或展覽車輛以供出售或其他用途。

(c) (i) 在根據本特別條款 (a) 及 (b) 款提供的車位中，承授人須按以下比率或署長批准的其他比率預留及指定車位，用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例定義的傷殘人士之車輛 (下稱「傷殘人士車位」)：

- (I) 根據本特別條款 (a)(i) 款 (可能根據本批地文件特別條款第 (38) 條作出調整) 提供的每 200 個車位或其部份 (若該部份超過 100 個車位)，預留及指定不少於一個車位 (須至少預留及指定一個車位)；
- (II) 根據本特別條款 (b)(i) 款 (可能根據本批地文件特別條款第 (38) 條作出調整) 提供的每 200 個車位或其部份 (若該部份超過 100 個車位)，預留及指定不少於一個車位 (須至少預留及指定一個車位)；
- (III) 根據本特別條款 (a)(iii) 款提供之車位當中的一個車位。

(ii) 傷殘人士車位須位於署長書面批准的位置及樓層。

(iii) 傷殘人士車位除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例定義的傷殘人士並屬於該地段已建或擬建的一或多座建築物的住客或佔用人及其真正賓客、訪客或獲邀人士之車輛外，不得用作其他用途，尤其不得作存放、展示或展覽車輛以供出售或其他用途。

(d) (i) 在該地段內須按以下比率 (除非署長同意其他比率) 提供車位，用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例下獲發牌之電單車，以達至署長滿意程度：

- (I) 根據本特別條款 (a)(i) 款 (可能根據本批地文件特別條款第 (38) 條作出調整) 須予提供的住宅車位總數的百分之十 (下稱「住宅電單車車位」)；及
- (II) 根據本特別條款 (b)(i) 款 (可能根據本批地文件特別條款第 (38) 條作出調整) 須予提供的車位總數的百分之十；

但如果提供的車位數目是一個小數，則須進位至整數。

(ii) 住宅電單車車位除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例獲發牌並屬於該地段已建或擬建的一或多座建築物的住宅樓宇住客及其真正賓客、訪客或獲邀人士之電單車外，不得用作其他用途，尤其不得作存放、展示或展覽車輛以供出售或其他用途。

(iii) 根據本特別條款 (d)(i)(II) 款提供的車位除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例獲發牌並屬於該地段已建或擬建的一或多座建築物的佔用人作本特別條款 (b)(i) 款規定的用途及其真正賓客、訪客或獲邀人士之電單車外，不得用作其他用途，尤其不得作存放、展示或展覽車輛以供出售或其他用途。

(e) 在該地段內須按每 15 個住宅單位 (指「每個住宅單位面積」少於 70 平方米的住宅單位) 或其部份有一個車位的比率或署長批准的其他比率提供車位，用作停泊屬於該地段已建或擬建的一或多座建築物的住宅樓宇住客及其真正賓客、訪客或獲邀人士的單車，以達至署長滿意程度。

(f) (i) 根據本特別條款 (a) 及 (b) 款提供的每個車位 (傷殘人士車位除外) 的面積須為 2.5 米闊、5.0 米長及最低淨空高度為 2.4 米。

(ii) 每個傷殘人士車位的面積須為 3.5 米闊、5.0 米長及最低淨空高度為 2.4 米。

(iii) 根據本特別條款 (d) 款提供的每個車位的面積須為 1.0 米闊、2.4 米長及最低淨空高度為 2.4 米或署長批准的其他最低淨空高度。

(iv) 根據本特別條款 (e) 款提供的每個車位的尺寸須符合署長書面批准。」

22. 裝卸規定

批地文件特別條款第 (37) 條規定：

- 「(a) 須按以下比率在該地段內提供裝卸區供貨車裝卸之用，以達至署長滿意程度：
- (i) 按該地段已建或擬建的每 800 個住宅單位或其部份有一個裝卸區的比率或署長批准的其他比率提供裝卸區，但該地段已建或擬建的每座住宅樓宇至少須設有一個裝卸區，該裝卸區須位於每座住宅樓宇毗鄰地方或住宅樓宇之內；及
 - (ii) 按該地段已建或擬建的一或多座建築物每 1,000 平方米總樓面面積或其部份有一個裝卸區的比率提供作非工業 (不包括私人住宅、倉庫、辦公室、酒店及加油站) 用途。
- (b) 根據本特別條款 (a) 款提供的裝卸區，其各自的面積須為 3.5 米闊、11.0 米長及最低淨空高度為 4.7 米。除供該地段已建或擬建的一或多座建築物的貨車裝卸使用外，該等裝卸區不得作任何其他用途。
- (c) 旨在計算本特別條款 (a)(ii) 款所規定的裝卸區數目，任何用作交通總匯、泊車及上落貨的樓面面積不包括在內。」

23. 保養地樁

批地文件特別條款第 (46) 條規定：

「當在開發或重建該地段或其任何部份時已安裝預應力地樁，承授人須在預應力地樁整個使用期限內自費對其進行定期保養和監察，以達至署長滿意程度並在署長不時自行酌情要求時向署長提交上述所有監察工程的報告及資料。如果承授人忽略或未能進行要求的監察工程，署長可立即進行上述監察工程，而承授人須應要求歸還其開支給政府。」

24. 建造排水渠及渠道

批地文件特別條款第 (49) 條規定：

- 「(a) 在署長認為必要時，承授人須自費在該地段邊界內或政府土地內建造及保養排水渠及渠道，以便截斷及引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，以達至署長滿意程度。承授人須對上述暴雨或雨水造成的任何損壞或滋擾所引致的一切訴訟、索償及要求自行負責並向政府及政府人員作出彌償。
- (b) 將任何排水渠和污水渠由該地段連接至政府的雨水渠、排水渠及污水渠 (如已鋪設及試用) 的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對承授人負責。承授人須應要求向政府支付上述連接工程的費用。該等連接工程亦可以由承授人自費進行以達至署長滿意程度。在此情況下，上述連接工程的任何一段若在政府土地內進行，必須由承授人自費保養，且承授人須應要求移交給政府，由政府自費負責今後的保養。承授人須應要求向政府支付有關上述連接工程的技術審查費用。若承授人未能保養上述連接工程中在政府土地內建造的任何一段，署長可進行其認為必要的保養工程，承授人須應要求向政府支付上述工程的費用。」

25. 污水處理及處置

批地文件特別條款第 (53) 條規定：

- 「(a) 承授人須於批地文件約定的批租年期內，自費在該地段內經由環境保護署署長批准的位置按照環境保護署署長的規定提供、運作及保養適當的工程、設施及設備，藉以在該地段進行污水處理及處置 (下稱「污水處理工程」) 以達至署長在各方面滿意程度。
- (b) 政府、政府人員、其承判商、工人或其他獲正式授權人士有權攜同或不攜同工具、設備、機械、機器或車輛自由出入、來回及通過該地段或其任何部份，以便對污水處理工程進行檢查、收集樣本、測試、計量、測量及記錄。政府、政府人員、其承判商、工人或其他獲正式授權人士毋須因彼等行使本款賦予的權利而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向他或他們提出索償。

- (c) 承授人須彌償政府因從該地段排放污水、髒水或受污染的水造成污染導致任何損失、損害或滋擾而引起的一切訴訟、申索及要求。
- (d) 旨在計算本批地文件特別條款第 (20)(c)(iii) 條規定的全部總樓面面積，污水處理工程佔用的範圍不予計算在內。
- (e) 承授人確認及接納政府目前沒有在該地段設置公共污水接駁點，而政府也不保證短期內會提供公共污水接駁點。」

F. 對買方造成負擔的租用條件

26. 須就現有建築物及構築物向政府作出彌償

批地文件特別條款第 (2) 條規定：

- 「(a) 承授人確認該地段上現存若干建築物及構築物 (以下統稱「該等建築物及構築物」)。在不影響本批地文件一般條款第 2 及第 3 條的一般適用範圍下，承授人須當作滿意和接受該地段於本協議日期的現狀及現況，並且受該等建築物及構築物 (包括本特別條款 (b) 款之下定義的現有架空電力線和現有高壓供氣主喉) 的存在所規限，且承授人不得就此或因此作出或提出任何性質的反對或索償。承授人須自費在該地段拆卸及清理該等建築物及構築物 (現有架空電力線和現有高壓供氣主喉除外)。政府概不對該等建築物及構築物 (包括現有架空電力線和現有高壓供氣主喉) 的存在而令承授人招致或蒙受的任何損害、滋擾或干擾負責或承擔責任，承授人並且須彌償政府因該等建築物及構築物 (包括現有架空電力線和現有高壓供氣主喉) 的存在，以及其後拆卸及清理該等建築物及構築物 (現有架空電力線和現有高壓供氣主喉除外) 而直接或間接引起或相關的一切各種責任、申索、費用、要求、訴訟或其他程序。
- (b) 在不影響本特別條款 (a) 款的一般適用範圍下，承授人確認及接納位於該地段內並在附錄於本批地文件的圖則 I 上標示的電力線專用範圍 (下稱「電力線專用範圍」) 的現有高壓架空電力線 (下稱「現有架空電力線」)，以及在附錄於本批地文件的圖則 I 上以橙色線顯示的現有 600mm 高壓供氣主喉 (下稱「現有高壓供氣主喉」) 的存在。政府不保證 (不論明示或暗示) 現有架空電力線及現有高壓供氣主喉或其任何部份的實質情況、狀況及安全。」

27. 保育樹木

批地文件特別條款第 (17) 條規定：

「未經署長事先書面同意，不得移走或干擾在該地段或毗鄰地方種植的樹木。署長在給予同意時可以對移植、代償性環境美化或補種施加他認為合適的條件。」

28. 總綱發展藍圖

批地文件特別條款第 (18) 條規定：

- 「(a) 除非根據規劃署署長在規劃申請編號：A/YL-KTN/118-1 中於 2010 年 9 月 15 日批准的第 I 期總綱發展藍圖 (經一封 2011 年 3 月 10 日發出的信函修訂) (下稱「總綱發展藍圖」) 進行開發或重建，否則不得開發或重建該地段及其任何部份。
- (b) 除非已獲署長事先書面同意，否則不得修訂、更改、改動、變更或取代總綱發展藍圖，署長在給予同意時可以施加他絕對酌情決定的條件，包括支付額外費用及地價。」

根據日期為 2015 年 6 月 1 日並在土地註冊處以註冊摘要編號 15061102490049 登記的同意書，總綱發展藍圖已被規劃署在規劃申請編號：A/YL-KTN/118-2 中於 2013 年 9 月 16 日發出的信函所指的經批核的第 I 期總綱發展藍圖修訂本取代，由 2015 年 6 月 1 日起生效。

29. 非建築用地

批地文件特別條款第 (35) 條規定：

「不得在附錄於本批地文件的圖則 I 上以粉紅色加黑色斜線顯示的區域之中、之上、之下或之內興建、建設或放置任何建築物或構築物或任何建築物或構築物的承托物 (但行車通道除外)。」

30. 轉讓住宅車位和住宅電單車車位的限制

批地文件特別條款第 (40) 條規定：

「(a) 住宅車位和住宅電單車車位不得：

(i) 轉讓，除非：

- (I) 連同該地段的不可分割份數一併轉讓，而該轉讓賦予該地段已建或擬建的一或多座建築物住宅單位的專有使用權及管有權；或
- (II) 轉讓予一位已是該地段的不可分割份數擁有人的人士，而該人士就該地段已建或擬建的一或多座建築物住宅單位擁有專有使用權及管有權；或

(ii) 分租 (除非分租予該地段已建或擬建的一或多座建築物住宅單位的住客)。

但在該地段已建或擬建的一或多座建築物的任何一個住宅單位之業主或住客在任何情況下不可購入或分租入合共多於三個住宅車位和住宅電單車車位。」

(b) 儘管本特別條款 (a) 款有任何規定，承授人可以在取得署長事先書面同意下將住宅車位和住宅電單車車位整體轉讓，但只可轉讓給承授人全資擁有的附屬公司。

(c) 本特別條款 (a) 款的規定不適用於該地段的整體轉讓、分租、按揭或押記。」

31. 削去土地

批地文件特別條款第 (44) 條規定：

「(a) 如果任何土地需要或已經被削去、清除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在或關聯於構建、平整或開發該地段或其任何部份或承授人按本規約需要進行的任何其他工程，或作任何其他用途，承授人須自費進行和建設該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護和承托該地段和任何毗鄰或毗連政府土地或已出租土地內的土地，以及避免和防止其後發生的任何塌方、山泥傾瀉或地陷。承授人須於批地文件約定的批租年期內所有時候自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修葺良好堅固和狀況良好的狀態，以達至署長滿意程度。

(b) 本特別條款 (a) 款的任何規定，不得影響政府在本規約下的權利，尤其是本批地文件特別條款第 (43) 條下的權利。

(c) 倘若因為任何構建、平整、開發或承授人進行其他工程或任何其他原因而在任何時候引起塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或已出租土地，承授人須自費進行修復原狀，以達至署長滿意程度並對上述塌方、山泥傾瀉或地陷造成政府、其代理及承判商承受、遭受或產生的一切各種費用、收費、損害賠償、要求及申索作出彌償。

(d) 除了對違反本規約的任何其他權利或補償外，署長有權發出書面通知要求承授人進行、建造及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或恢復與彌補任何塌方、山泥傾瀉或地陷。如果承授人忽略或未能在該通知指定的時期內遵從該通知的要求以達至署長滿意程度，署長可立即執行及進行任何必要工程。承授人須應要求歸還政府因此產生的費用連同任何行政費或專業費用及開支。」

32. 廢石方或瓦礫

批地文件特別條款第 (47) 條規定：

「(a) 倘若來自該地段或受該地段任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料 (下稱「廢物」) 被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業 (下稱「政府的物業」)，承授人須自費清理該等廢物並為對政府的物業所造成的任何損壞作出彌補。承授人須對上述的侵蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所產生的一切訴訟、索償及要求對政府作出彌償。

(b) 儘管本特別條款 (a) 款有所規定，署長可以 (但無義務) 應承授人的要求在政府的物業清理廢物並對政府的物業所造成的任何損壞作出彌補，而承授人須應要求向政府支付有關的費用。」

33. 對服務造成損壞

批地文件特別條款第 (48) 條規定：

「承授人須於所有時候，特別是在進行任何建築、保養、翻新或維修工程 (以下統稱「工程」) 期間，採取或促使他人採取一切適當及充分的小心、技巧及預防措施，避免對該地段或其任何部份或綠色區域、黃色區域、啡色區域、黃色加黑點區域或其任何部份之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、喉管、電纜、電線、公用事業設施或任何其他工程或裝置 (以下統稱「服務」) 造成任何損壞。承授人須在進行任何工程之前進行或促使他人進行適當的勘測及必要的了解，確定服務的現況及程度，並提交處理任何可能被工程影響的服務各方面的建議書給署長，供其審批和必須在取得署長對工程及上述建議書作出的書面批准後，才能進行該等工程並自費履行署長在審批時對服務作出的任何要求，包括承擔進行任何必要的改道、重鋪或修復的費用。承授人須自費維修、彌補及恢復原狀任何因工程對該地段或其任何部份或綠色區域、黃色區域、啡色區域、黃色加黑點區域或其任何部份任何服務以任何方式引起的任何損壞、干擾或阻礙 (除非署長另作選擇，明渠、污水渠、雨水渠或總水管須由署長進行彌補，而承授人須應要求向政府支付該等工程的費用)，以達至署長在各方面滿意程度。如果承授人未能對該地段或其任何部份或綠色區域、黃色區域、啡色區域、黃色加黑點區域或其任何部份或任何服務進行該等必要的改道、重鋪、維修、彌補及恢復原狀工程，以達至署長滿意程度，署長可進行其認為必要的上述改道、重鋪、維修、恢復原狀或彌補工程，而承授人須應要求向政府支付該等工程的費用。」

34. 無沖廁用的鹹水供應

批地文件特別條款第 (50) 條規定：

「茲同意使用臨時食水總水管作沖廁之用，但承授人須安裝適用於鹹水的水管並在日後有鹹水供應時使用鹹水。」

35. 將現有總水管改道

批地文件特別條款第 (51) 條規定：

「除本批地文件特別條款第 (52) 條另有規定外，承授人須應要求向政府支付將位於該地段及其毗鄰土地之中、之下或之上並在附錄於本批地文件的圖則 I 上以藍線顯示及標示的現有總水管 (下稱「現有總水管」) 改道所產生或將會產生的全部費用。將現有總水管改道的最終費用由政府決定，該決定為最終決定及對承授人具有約束力。」

36. 公用設施專用範圍

批地文件特別條款第 (52) 條規定：

「(a) 承授人確認及接納現時有一條直徑 700mm 的總水管、一條直徑 1400mm 的總水管及附帶水務設施位於及穿越、通過該地段、在該地段之內、之下及毗鄰地方，如附錄於本批地文件的圖則 I 上以藍線所示及分別標示為「700mm 總水管」及「1400mm 總水管」(以下統稱「總水管」)，以及位於附錄於本批地文件的圖則 I 上以粉紅色加黑點加紅色斜線及粉紅色加黑圓圈加紅色斜線顯示的該地段各個區域的公路構築物 (下稱「公路構築物」)。

- (b) 除本特別條款 (c) 款另有規定及除非已取得署長事先書面同意，否則不得在附錄於本批地文件的圖則 I 上以粉紅色加黑點加紅色斜線、粉紅色加紅色斜線及粉紅色加黑圓圈加紅色斜線顯示的該地段各個區域 (該等區域以下統稱「公用設施專用範圍」) 之中、之上、之下或之內興建或建造任何建築物或構築物或任何建築物或構築物的承托物 (根據本批地文件特別條款第 (10) 及 (14) 條提供的設施或構築物、公路構築物、現有高壓供氣主喉及總水管除外) 或放置或儲存任何性質的物料或物品。
- (c) 除非已取得署長事先書面同意，否則不得在公用設施專用範圍內圍繞總水管的中央線起計 3 米半徑範圍興建或建造任何建築物或構築物或任何建築物或構築物的承托物 (根據本批地文件特別條款第 (10) 及 (14) 條提供的設施或構築物、公路構築物、現有高壓供氣主喉及總水管除外) 或放置或儲存任何性質的物料或物品。
- (d) 政府、水務監督、路政署及政府人員、其承判商及工人有權攜同或不攜同工具、設備、機械、機器或車輛在所有時候自由出入、來回及通過該地段或其任何部份，以便對現有總水管 (包括總水管) 及公路構築物進行檢查、運作、保養、維修、翻新、改動及改道，以及進行政府、水務監督或路政署所須的任何其他工程。政府、水務監督、路政署及政府人員、其承判商及工人毋須因彼等行使本特別條款賦予的權利而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向他或他們提出索償。
- (e) 如果承授人須將總水管改道，有關的改道建議及建議路線須經水務監督批准。改道工程及截斷總水管的工程將由水務監督進行，費用一概由承授人承擔。承授人須應要求向政府支付相等於該等費用的金額，該金額由政府決定，其決定為最終局及對承授人具有約束力。該改道建議或建議路線不保證會獲水務監督批准。
- (f) 如果總水管被改道至其他地點，不論是否應承授人要求進行，也不論該等地點是在該地段之內或之外，「總水管」須當作是指及包括改道後的總水管，而在該地段中由改道後的總水管的中央線起兩旁 3 米範圍內，須構成公用設施專用範圍之一部份並受本特別條款約束，而該地段中的總水管任何已改道部份將不再構成公用設施專用範圍之一部份。水務監督就該地段哪一部份不再成為公用設施專用範圍之一部份及該地段哪一部份成為公用設施專用範圍之一部份所作出的決定須為最終決定及對承授人具有約束力。
- (g) 在批地文件約定的批租年期內任何時候，如果現有總水管 (包括總水管) 因承授人、其傭工、工人及承判商在該地段之中、之上、之下或之內進行的任何工程而損壞且須進行必要的維修及修復工程，承授人須應要求向政府支付該等維修及修復的費用，並須對政府因此而引起的任何申索、訴訟或要求作出彌償。
- (h) 政府、署長或其授權的政府人員毋須因現有總水管 (包括總水管) 破裂或漏水而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的人員提出索償。
- (i) 就本特別條款而言，署長就如何構成公路構築物所作出的決定須為最終決定及對承授人具有約束力。
- (j) 為免疑問，就有關第二重疊區，承授人也須遵照本批地文件特別條款第 (10) 條的規定。
- (k) 為免疑問，就有關第四重疊區，承授人也須遵照本批地文件特別條款第 (14) 條的規定。」

37. 渠務影響評估書

批地文件特別條款第 (54) 條規定：

- 「(a) 承授人須於本協議的日期起計 6 個公曆月 (或署長可能批准的其他展期) 內，就開發該地段或其任何部份所有相關的建議渠務工程，自費向署長提交或安排提交一份渠務影響評估書 (下稱「渠務影響評估書」) 並取得其書面批准，以達至署長在各方面滿意程度。
- (b) 渠務影響評估書當中的技術問題須由特許土木工程師或香港工程師學會一名以土木工程為專科的成員進行。
- (c) 渠務影響評估書須確定開發該地段或其任何部份引起的所有不利渠務影響及減輕影響的工程。承授人收到署長對渠務影響評估書發出的書面批准後，須自費在署長規定的期限內進行減輕影響的工程以達至署長在各方面滿意程度。

- (d) 在渠務影響評估書獲署長書面批准前，不得在該地段或其任何部份開展建築、地盤平整或任何其他工程 (但本批地文件特別條款第 (2)(a) 條所指的拆卸及清理工程除外)。」

38. 氣體安全

批地文件特別條款第 (55) 條規定：

- 「(a) 承授人須就有關現有高壓供氣主喉的存在及避免其損壞遵守《氣體安全條例》、根據該條例所訂任何規例及任何修訂法例，以及就任何在現有高壓供氣主喉鄰近範圍進行的工程，遵守機電工程署出版的《避免氣體喉管構成危險工作守則》中的規定。
- (b) 承授人確認現有高壓供氣主喉不得進行任何改道、更改或改善工程。
- (c) 不得在現有高壓氣體主喉的中央線起計 3 米半徑範圍內興建或建造任何建築物或構築物或任何建築物或構築物的承托物 (根據本批地文件特別條款第 (5)、(10)、(14) 及 (52) 條提供的設施或構築物及公路構築物除外) 或放置或儲存任何性質的物料或物品。在現有高壓供氣主喉鄰近範圍開展任何工程前，承授人須徵詢香港中華煤氣有限公司 (下稱「煤氣公司」) 意見，以確保任何該等工程不會損壞、干擾、妨礙或危害現有高壓供氣主喉的運作，且承授人須應署長要求自費採取煤氣公司規定的預防措施以確保現有高壓供氣主喉的安全。
- (d) 在署長或煤氣公司要求時，承授人須於所有合理時候准許署長、煤氣公司、其人員、代理、承判商、工人及其授權的任何其他人士有權攜同或不攜同工具、設備、機械、機器或車輛出入、來回及通過該地段，以便在該地段或任何毗連土地之上或之下進行任何有關現有高壓供氣主喉的工程，包括但不限於現有高壓供氣主喉的例行檢查、保養和緊急操作。承授人須就上述在該地段進行的任何工程所有相關事宜與署長及煤氣公司充分合作。
- (e) 政府、署長、政府人員、其代理、承判商、工人或其授權的任何其他人士毋須就彼等行使本特別條款 (d) 款賦予的權利對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何損失、損害、滋擾或干擾向他們任何一方提出索償。」

39. 該命令下的供電網絡

批地文件特別條款第 (56) 條規定：

- 「(a) 承授人確認現有架空電力線構成一項針對本批地文件附表二所述若干舊地段而按照《供電網絡 (法定地役權) 條例》第 7 條作出及在土地註冊處以註冊摘要編號 YL256485 登記的命令 (下稱「該命令」) 所批准的供電網絡之一部份。承授人須彌償政府因該命令而直接或間接引起或相關的一切各種責任、申索、費用、要求、訴訟或其他程序。
- (b) 承授人確認現有架空電力線不得作出任何改道、更改或改善。承授人在電力線專用範圍毗鄰地方或其內進行任何工程前，須徵詢所有相關政府部門 (包括機電工程署) 及中華電力有限公司 (下稱「電力公司」) 意見，以確保任何該等工程不會損壞、干擾、妨礙或危害電力輸送網絡和裝置 (定義見下文) 的運作。承授人須自費採取署長規定的措施、預防措施及遵守其所訂的要求以保護電力輸送網絡和裝置。承授人在電力線專用範圍毗連地方或其內或現有架空電力線鄰近範圍進行任何工程時，也須遵守根據《供電電纜 (保護) 規例》批准的《有關在供電電纜附近工作的實務守則》及規劃署出版的《香港規劃標準與準則》第 7 章及其任何修訂本指明的架空輸電纜指引。
- (c) 如果因承授人在該地段或任何毗鄰或毗連政府土地或已出租土地內進行的任何工程而導致或引致電力輸送網絡和裝置受到任何損壞，承授人須自費作出彌補，以達至署長滿意程度，並且須就或因電力輸送網絡和裝置損壞而提出、蒙受或招致的一切各種費用、收費、損害賠償、要求及申索，向政府、其代理及承判商作出彌償。
- (d) 就本規約而言，電力輸送網絡和裝置須包括電力線專用範圍內及鄰近範圍的現有架空電力線、電纜、管槽、塔架、電杆、電力分站、變壓器、電線、支柱、小亭，而署長就哪些物件構成電力輸送網絡和裝置所作出的決定為最終決定及對承授人具有約束力。」

40. 將電力線專用範圍的權利保留予電力公司

批地文件特別條款第 (57) 條規定：

- 「(a) 儘管政府接受根據本批地文件特別條款第 (1) 條交還的舊地段，承授人確認及同意批出該地段時受以下權利規限：
- (i) 保留權利予電力公司及其正式授權人員在電力線專用範圍地上或地下放置及保存任何電力線；
 - (ii) 保留權利予電力公司及其正式授權人員為本特別條款 (a)(i) 款之目的而須進行的任何工程，包括有權挖掘、排出、清走或覆蓋電力線專用範圍任何部份的泥土，以及砍伐、切除或清除電力線專用範圍任何妨礙或干擾任何電力線的樹木、灌木、任何一類生長中的農作物或植物；及
 - (iii) 保留權利予電力公司及其正式授權人員攜同或不攜同工具、設備、機械、機器或車輛進入、經過電力線專用範圍之上或之下，以便在電力線專用範圍進行其行使本特別條款 (a)(i) 及 (a)(ii) 款所指的權利所需或附帶的所有工程。
- 為免疑問，電力公司無權在電力線專用範圍內放置、建造、建立或保留任何永久的構築物、柱、桿或塔架。
- (b) 在署長或電力公司要求時，承授人須於所有合理時候准許署長、電力公司、其人員、代理、承判商、工人及其授權的任何其他人士有權攜同或不攜同工具、設備、機械、機器或汽車出入、來回及通過該地段，以便在該地段或任何毗連土地之上或之下進行任何有關電力輸送網絡和裝置的工程，包括但不限於鋪設及其後保養向該地段或任何毗連土地供電所需的所有喉管、電線、管道、電纜槽、其他導電媒介及附帶設備。承授人須就上述在該地段進行的任何工程的所有相關事宜與署長及電力公司充分合作。
- (c) 政府、署長、政府人員、其代理、承判商、工人或其授權的任何其他人士毋須就其行使本特別條款 (a) 及 (b) 款賦予的權利對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而承授人不能就任何損失、損害、滋擾或干擾向其任何一方提出索償。
- (d) 就本規約而言，「電力線」須如《供電網絡 (法定地役權) 條例》、根據該條例所訂任何規例及任何修訂法例所界定者。」

41. 不得放置墳墓或骨灰龕

批地文件特別條款第 (60) 條規定：

「不得在該地段建造或製作任何墳墓或骨灰龕，也不得在該地段用陶製瓶、骨灰甕或其他形式埋葬或存放任何人類遺骸或動物遺骸。」

42. 移走墳墓及「金塔」

批地文件特別條款第 (61) 條規定：

「承授人須自行及自費安排移走該地段、綠色區域、黃色區域或其任何部份任何現有的墳墓及通常稱為「金塔」用作埋葬的骨灰甕，而且承授人須彌償政府因移走墳墓及「金塔」而引起的所有訴訟、申索及損害賠償。」

43. 向政府作出彌償

批地文件特別條款第 (62) 條規定：

「承授人須彌償政府因開發該地段或其任何部份而在建設期間及其後引起的所有訴訟、申索及要求，並且須進一步彌償政府因毗連或毗鄰土地、墳墓或「金塔」的受損害性影響而可能引起的所有訴訟、申索及要求。」

44. 內部道路或行人通道

批地文件特別條款第 (63) 條規定：

「政府不保證能夠建造任何連接至該地段已建或擬建的一或多座建築物的內部道路或行人通道，承授人須自費自行安排取得及建造該等內部道路或行人通道，以達至署長在各方面滿意程度。」

附註：請查閱批地文件以了解全部詳情。完整的批地文件可於售樓處開放時間內免費查閱，並且可支付所需影印費用後取得批地文件的副本。

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

1. Description

- (a) The Green Area as referred to in Special Condition No.(5)(a)(i)(I) of the Land Grant;
- (b) The Structures as referred to in Special Condition No.(5)(a)(i)(II) of the Land Grant;
- (c) The Existing Tracks as referred to in Special Condition No.(9)(a)(i) of the Land Grant;
- (d) The Diverted Tracks and the New Tracks as referred to in a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No.15061102490030;
- (e) The Wetland as referred to in Special Condition No.(10)(a) of the Land Grant;
- (f) The Railway Reserve as referred to in Special Condition No.(11)(a) of the Land Grant;
- (g) The Yellow Area as referred to in Special Condition No.(12)(a) of the Land Grant;
- (h) The Internal Access Road as referred to in Special Condition No.(13)(a) of the Land Grant;
- (i) The Decks as referred to in Special Condition No.(14)(a) of the Land Grant;
- (j) The Brown Areas as referred to in Special Condition No.(64)(a) of the Land Grant;
- (k) The Yellow Stippled Black Areas as referred to in Special Condition No. (65) of the Land Grant.

Remark:

The Railway Reserve has been carved out from Lot No. 1927 in Demarcation District No. 107 pursuant to Special Condition No. (11)(b) of the Land Grant, and does not form part of the Lot on which the Development is situated.

2. The general public has the right to use the facilities mentioned in paragraphs 1(a), (b), (c), (d), (h) and (j) in accordance with the Land Grant.

Remarks:

- i. According to Special Condition (13)(e) of the Land Grant, the scope of the person permitted to use the Internal Access Road is: the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area and their bona fide guests, visitors or invitees. For details, please refer to the Land Grant.
- ii. According to Special Condition (64)(e) of the Land Grant, the use of the Brown Areas is subject to the Government's granting of rights of way to the owners of any other lots in the vicinity now or at any time in the future. For details, please refer to the Land Grant.

B. Facilities that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

3. Description

- (a) The Green Area;
- (b) The Structures;
- (c) The Existing Tracks;
- (d) The Diverted Tracks and the New Tracks;
- (e) The Internal Access Road; and
- (f) The Brown Areas.

4. The general public has the right to use the facilities in accordance with the Land Grant.

Remarks:

- i. According to Special Condition (13)(e) of the Land Grant, the scope of the person permitted to use the Internal Access Road is: the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area and their bona fide guests, visitors or invitees. For details, please refer to the Land Grant.
- ii. According to Special Condition (64)(e) of the Land Grant, the use of the Brown Areas is subject to the Government's granting of rights of way to the owners of any other lots in the vicinity now or at any time in the future. For details, please refer to the Land Grant.

5. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase.

6. The owners of the residential properties in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

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

7. Not applicable.

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

8. Not applicable.

E. A plan that shows the location of those facilities and open spaces, and those parts of the land

The following plans are reproduced/prepared at the end of this section:-

- (a) PLAN I annexed to New Grant No.21263
- (b) PLAN A annexed to the Modification Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490020
- (c) PLAN No. YLM8646d annexed to the Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030
- (d) Plan annexed to the Wetland Management Agreement dated 5 November 2015
- (e) Plan showing the location of the Internal Access Road and the Decks.

F. Provisions of the Land Grant that concern those facilities and open spaces, and those parts of the land

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

“(a) The Grantee shall:

- (i) on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director;
- (I) lay and form that portion of the future public road shown coloured green on PLAN I annexed hereto (hereinafter referred to as “the Green Area”); and

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

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

- (ii) on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures (excluding the Existing High Pressure Gas Main and the Existing Water Mains referred to in Special Condition No. (51) hereof), surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been redelivered to the Government in accordance with Special Condition No. (6) hereof,
- (b) In carrying out any works in the Green Area, the Grantee shall also comply with the requirements as stipulated in Special Condition Nos. (52) and (55) hereof.
- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition, 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.
- (d) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.”

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

“For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (5) hereof or otherwise.”

11. 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 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.”

12. 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:

- (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)(c) 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, the Existing High Pressure Gas Main 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, alteration or diversion of the Existing Water Mains referred to in Special Condition No. (51) hereof and any other waterworks installations within the Green Area.
- (b) The Government, the Director, the Water Authority, its or their officers, agents, contractors or workmen and other authorized persons 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, the Director, the Water Authority, its or their officers, agents, contractors or workmen and any other authorized persons or public utility companies under sub-clause (a) of this Special Condition and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of such loss, damage, nuisance or disturbance.”

13. Special Condition No.(9) of the Land Grant stipulates that:-

- “(a) (i) The Grantee acknowledges that there are existing tracks and access roads over portions of the lot as marked “Existing Tracks” on PLAN I annexed hereto (which tracks and access roads are hereinafter collectively referred to as “the Existing Tracks”). No variation of the alignment or diversion of the Existing Tracks is allowed except with the prior written consent of the Director.
- (ii) Save and except as that provided in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted allow members of the public for all lawful purposes with or without tools, equipment, plant, machinery or motor vehicles at all times to pass and repass freely and without payment of any nature whatsoever on, along, over and through the Existing Tracks.
- (b) The Grantee shall at all times allow the Director of Drainage Services, his officers, contractors, his and their workmen and any other persons authorized by him or them the right of ingress, egress and regress to, from or through the lot between the points M and N through O and P and Q through R all shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director as he or they may require with or without tools, equipment, plant, machinery or motor vehicles for the purpose of inspecting, carrying out, checking and supervising any works in relation to the laying, maintenance, repairing, replacement and alteration of any drains and channels situated within the Drainage Reserve referred to in Special Condition No. (14) hereof or adjacent to the lot.
- (c) The Grantee shall at his own expense manage, uphold, repair and maintain the Existing Tracks in good and substantial repair and condition in all respects to the satisfaction of the Director. The Grantee shall permit the Director, his officers, contractors and any other persons authorized by him or them to, from and through the lot and the Existing Tracks for the purpose of inspecting, checking and supervising any works to be carried out in compliance with this sub-clause (c).
- (d) The Government and its officers 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 fulfilment of the Grantee’s obligations under sub-clauses (a), (b) and (c) of this Special Condition or the use of the Existing Tracks by members of the public and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (e) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee in connection with sub-clauses (a), (b) and (c) of this Special Condition.
- (f) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clauses (a) and (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Existing Tracks to the public for the right of passage.
- (g) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (a) and (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.”

Pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No.15061102490030, the alignments of parts of the Existing Track has been varied and diverted in accordance with Phase I of the approved revised Master Layout Plan referred to in the Planning Department’s letter dated 16 September 2013 under Planning Application No. A/YL-KTN/118-2 with effect from 1 June 2015 subject to the following conditions:-

- “(1) You shall complete the formation of the Diverted Tracks at your own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands (hereinafter referred to as “the Director”) shall approve and in all respects to the satisfaction of the Director on or before the 31st day of March 2018.
- (2) Before completion of the formation of the Diverted Tracks at your own expense and in all respects to the satisfaction of the Director, you shall continue to observe and perform all the obligations contained in Special Condition No. (9) of the Conditions in relation to the Existing Tracks.
- (3) Upon completion of the formation of the Diverted Tracks at your own expense and in all respects to the satisfaction of the Director, all references in the Conditions to the Existing Tracks shall at all times thereafter be read and construed as references to the New Tracks and all the obligations contained in Special Condition No. (9) of the Conditions to be observed and performed on your part shall apply to the New Tracks.”

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

- “(a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director) submit or cause to be submitted to the Director for his approval a wetland master plan (hereinafter referred to as “the Wetland Master Plan”) for the wetland situate within the respective areas of the lot shown coloured pink stippled black, pink tipped black hatched blue and pink stippled black hatched red on PLAN I annexed hereto (which areas are hereinafter collectively referred to as “the Wetland”).
- (b) The Wetland Master Plan shall be at a scale of 1:500 or larger and shall contain information on the ecological enhancement and improvement proposals of the Wetland. The Wetland Master Plan shall also include the habitat creation and management plan on the management of habitat characteristics, hydrological management, vegetation management, control of human access and disturbance, the implementation programme, the ecological monitoring programme and such other information as the Director of Agriculture, Fisheries and Conservation may require. The Wetland Master Plan shall also indicate the disposition of the Existing Track within the Wetland and any pedestrian walkway or boardwalk or footpaths or such other associated facilities for the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees to pass and re-pass the Wetland on foot. No building works or any other works (including site formation works but excluding the demolition and removal works referred to in Special Condition No. (2)(a) hereof) shall be commenced on the lot or any part thereof until the Wetland Master Plan has been approved in writing by the Director. For the purpose of these Conditions, “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

- (c) The Grantee shall at his own expense implement and carry out the ecological enhancement and improvement proposals and all works identified in or arising from the approved Wetland Master Plan in all respects to the satisfaction of the Director of Agriculture, Fisheries and Conservation. No amendment, variation, alteration, modification or substitution of the Wetland Master Plan shall be made without the prior written consent of the Director.
- (d) Subject to Special Condition No. (11)(d) hereof, the Grantee shall at his own expense keep, maintain, monitor and manage the Wetland in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director throughout the term hereby agreed to be granted.
- (e) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (c) and (d) of this Special Condition, 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.
- (f) The Grantee shall at all reasonable times permit the Government, the Director and their officers, agents, contractors, workmen and any other persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
 - (i) inspecting, checking and supervising any works to be carried out by the Grantee in compliance with sub-clauses (c) and (d) of this Special Condition; and
 - (ii) the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary within the Wetland or any part thereof.
- (g) The Government, the Director and their officers, agents, contractors, workmen and any other persons authorized by them 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 by any of them of the rights conferred under sub-clauses (e) and (f) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (h) The Wetland shall be designated as and form part of the Common Areas referred to in Special Condition No. (32)(a) (v) hereof.
- (i) The Director shall at his sole discretion decide whether the pedestrian walkway or boardwalk or footpaths or associated facilities referred to in subclause (b) of this Special Condition may be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (20)(c) hereof.
- (j) For the avoidance of doubt, in respect of the area shown coloured pink stippled black hatched blue on PLAN I annexed hereto, which is the overlapping area of the Wetland and the Railway Reserve (as defined in Special Condition No. (11)(a) hereof) (which overlapping area is hereinafter referred to as “the first Overlapping Area”), the Grantee shall also comply with the requirements as stipulated in Special Condition No. (11) hereof.
- (k) For the avoidance of doubt, in respect of the areas shown coloured pink stippled black hatched red on Plan I annexed hereto, which are the overlapping areas of the Wetland and the Utilities Reserve (as defined in Special Condition No.(52)(b) hereof) (which overlapping areas are hereinafter collectively referred to as “the second Overlapping Area”), the Grantee shall also comply with the requirements as stipulated in Special Condition No.(52) hereof.”

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

- “(a) Save as required or approved by the Director under Special Condition Nos. (10)(a) or (13)(a) hereof or otherwise with the prior written consent of the Director, no building or structure or support for any building or structure (except boundary walls, fence, temporary landscaping works, the Existing Track within the Railway Reserve and the internal roads or pedestrian walkways referred to in Special Condition No. (63) hereof) shall be erected or constructed or placed on, over, under, above, below or within the respective areas of the lot shown coloured pink stippled black hatched blue, pink hatched blue and pink circled black hatched blue on PLAN I annexed hereto, the Pink Edged Red Hatched Blue Area and the Pink Circled Black Edged Red Hatched Blue Area (which areas are hereinafter collectively referred to as “the Railway Reserve”).

- (b) The Grantee shall carve out the Railway Reserve by way of a Deed Poll in such form and containing such provisions as the Director shall require or approve in writing. The Deed Poll shall be registered by the Grantee at his own expense by Memorial in the Land Registry. No transaction (except a building mortgage under Special Condition No. (29)(d) hereof or the assignment of the whole of the lot under Special Condition No. (30) hereof or such other transactions as the Director may approve in writing) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration.
- (c) Save and except as provided in Special Condition Nos. (29)(d) and (30) hereof and in sub-clauses (b) and (d) of this Special Condition, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Railway Reserve or any part or parts thereof or any interest therein or enter into any agreement so to do.
- (d) The Grantee shall, when called upon by the Director so to do, at his own expense surrender the Railway Reserve or any part or parts thereof as the Director shall specify with vacant possession to the Government free of costs and consideration and free from incumbrances in all respects to the satisfaction of the Director and for this purpose the Grantee shall at his own expense and within such time as may be specified by the Director, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall require or approve in writing provided that the Government shall not be under any obligation to accept the surrender of the Railway Reserve or any part or parts thereof at the request of the Grantee, but may only do so as and when the Government sees fit. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the surrender.
- (e) Subject to Special Condition No. (10)(a) hereof, the Grantee shall at his own expense landscape the Railway Reserve or any part or parts thereof and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director until the Railway Reserve shall have been surrendered to the Government in accordance with sub-clause (d) of this Special Condition.
- (f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (d) of this Special Condition will give rise to no expectation of, or claim for or in respect of any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (g) No parking space or lay-by or loading or unloading space shall be allowed on, over, under, above, below, or within the Railway Reserve or any part or parts thereof.
- (h) The Grantee acknowledges and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Railway Reserve or any part or parts thereof referred to in sub-clause (d) of this Special Condition:
 - (i) the Grantee may not be able to construct the maximum gross floor area permitted under Special Condition No. (20)(c) hereof due to the reduction in the area of the lot; and
 - (ii) the Government shall have no liability whatsoever to the Grantee in respect of any reduction in the maximum gross floor area that can be constructed on the lot and the Grantee shall have no right to claim against the Government in respect of such reduction.
- (i) For the avoidance of doubt, in respect of the first Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (10) hereof.
- (j) For the avoidance of doubt, in respect of the area shown coloured pink circled black hatched blue on Plan I annexed hereto and the Pink Circled Black Edged Red Hatched Blue Area, which are the overlapping areas of the Railway Reserve and the Drainage Reserve (as defined in Special Condition No. (14)(a) hereof) (which overlapping areas are hereinafter collectively referred to as “the third Overlapping Area”), the Grantee shall also comply with the requirements as stipulated in Special Condition No. (14) hereof.”

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

- “(a) The Grantee shall on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director lay, form and surface the area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as “the Yellow Area”).
- (b) The Grantee shall at his own expense uphold, manage, maintain and repair the Yellow Area or any part or parts thereof of which the Grantee has retained possession and everything thereon, therein or thereunder in good and substantial repair and condition to the satisfaction of the Director until such time as possession of the Yellow Area or any part or parts thereof has or have been re-delivered to the Government in accordance with sub-clause (e) of this Special Condition.
- (c) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) and (b) of this Special Condition, 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.
- (d) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) For the purpose only of carrying out the necessary works specified in sub-clauses (a) and (b) of this Special Condition, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand of the Director without any payment or compensation whether monetary or otherwise and in any event shall be deemed to have been redelivered to the Government by the Grantee on the date or dates to be specified by the Director in writing provided that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof but may only do so as and when the Government sees fit.
- (f) The Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts 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 sub-clauses (a) and (b) of this Special Condition.
- (g) The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof permit the Director, his officers, contractors and any other persons authorized by him, with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof.”

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

- “(a) The Grantee shall on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface an internal access road within the lot (hereinafter referred to as “the Internal Access Road”) in such manner with such materials and to such standards as the Director shall require or approve so that vehicular and pedestrian access to the Yellow Area from San Tam Road and vice versa can be gained through the Internal Access Road.
- (b) The position, design, disposition, alignment, level and width of the Internal Access Road shall be subject to the prior approval in writing of the Director.
- (c) No building works (other than the demolition and removal works referred to in Special Condition No. (2)(a) hereof and site formation works) shall be commenced on the lot until the approval required under sub-clause (b) of this Special Condition shall have been obtained by the Grantee.
- (d) The Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Internal Access Road in good and substantial repair and condition in all respects to the satisfaction of the Director.

- (e) The Grantee shall at all times during day and night throughout the term hereby agreed to be granted permit the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area and their bona fide guests, visitors or invitees for all lawful purposes connected with the proper use and enjoyment of the Yellow Area (including, for the avoidance of doubt, the inspection thereof by the Government, its officers and other authorized persons) the right, and the Grantee further covenants to permit them, to pass and repass with or without tools, equipment, plant, machinery or motor vehicles free of any charge on, along, over, by and through the Internal Access Road for ingress, egress and regress to and from the Yellow Area.
- (f) The Grantee shall throughout the term hereby agreed to be granted permit the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area the right of, and the Grantee further covenants to permit them, free passage, flow, supply, conveyance and discharge of utility services, including but not limited to water, electricity, gas, telephone and telecommunication services to and from the Yellow Area through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains passing along, through, over, upon or under the Internal Access Road, for the proper use and enjoyment of the Yellow Area and for such purpose, the right for the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area or any other persons duly authorized by any of them, and the Grantee further covenants to permit them, to enter the lot through the Internal Access Road at all reasonable times (except in case of emergency) with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out inspection, maintenance, repair, alteration, removal, renewal, replacement and installation works to all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains referred to in this sub-clause.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (d) of this Special Condition, 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. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times with or without tools, equipment, plant, machinery or motor vehicles to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.
- (h) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights conferred under sub-clause (g) of this Special Condition, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever whether arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with sub-clauses (e) and (f) of this Special Condition.
- (j) There is no right of ingress or egress to and from the Yellow Area through the Internal Access Road for the passage of motor vehicles except between the points S and T through U shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director.
- (k) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (e) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Internal Access Road to the public for the right of passage.
- (l) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

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

- “(a) The Grantee shall on or before the 31st day of March, 2018 (or such other extended dates as may be approved by the Director), at his own expense construct and provide decks and their supports (hereinafter referred to as “the Decks”) over the drainage channels erected or to be erected on the respective areas of the lot shown coloured pink circled black, pink circled black hatched blue, pink circled black hatched red on PLAN I annexed hereto, the Pink Circled Black Edged Red Area and the Pink Circled Black Edged Red Hatched Blue Area (which areas are hereinafter collectively referred to as “the Drainage Reserve”) in such manner with such materials and to such levels, designs, positions and standards as shall be required and approved by the Director and in all respects to the satisfaction of the Director.
- (b) Save as required or approved by the Director under sub-clause (a) of this Special Condition or otherwise with the prior written consent of the Director, no building or structure or support for any building or structure (except the Existing High Pressure Gas Main, the Existing Water Mains referred to in Special Condition No. (51) hereof and the Highway Structures referred to in Special Condition No. (52)(a) hereof) shall be erected or constructed or placed on, over, under, above, below or within the Drainage Reserve or any part or parts thereof.
- (c) Subject to Special Condition No. (11)(d) hereof, the Grantee shall upon completion of the Decks at his own expense uphold, maintain, repair and manage the Decks in all respects to the satisfaction of the Director throughout the term hereby agreed to be granted.
- (d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (c) of this Special Condition, 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.
- (e) The Grantee shall, subject to Special Condition No. (11)(d) hereof, permit the Government, the Director, its or his officers, agents, contractors, workmen and any other persons authorized by them with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress at all times to, from and through the lot or any part or parts thereof for the purposes of:
 - (i) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (c) of this Special Condition;
 - (ii) carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the Drainage Reserve or any part or parts thereof; and
 - (iii) constructing, inspecting, maintaining, repairing and desilting the drainage channels in or adjoining the lot or any part or parts thereof.
- (f) The Government, the Director, its or his officers, agents, contractors, workmen and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a) and (c) of this Special Condition or the exercise by any of them of the rights conferred under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim shall be made against any of them by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (g) No parking space or lay-by or loading or unloading space shall be allowed on, over, under, above, below, or within the Drainage Reserve or any part or parts thereof.
- (h) For the avoidance of doubt, in respect of the third Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (11) hereof.
- (i) For the avoidance of doubt, in respect of the area shown coloured pink circled black hatched red on PLAN I annexed hereto, which is the overlapping area of the Drainage Reserve and the Utilities Reserve (as defined in Special Condition No. (52)(b) hereof) (which overlapping area is hereinafter referred to as “the fourth Overlapping Area”), the Grantee shall also comply with the requirements as stipulated in Special Condition No. (52) hereof.”

19. Special Condition No.(64) of the Land Grant stipulates that:-

- “(a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass on, along, over, by and through those areas shown coloured brown on PLAN A annexed hereto (hereinafter referred to as “the Brown Areas”) at such levels as may be approved by the Director.
- (b) The Grantee shall, on or before the 31st day of March 2018 (or such other extended dates as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards as the Director shall require or approve, construct a paved way with such associated street furniture, traffic aids, street lighting, sewers, drains, channels, catchpits, culverts and other structures as the Director may consider necessary on the Brown Areas over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with minimum disturbance to the owners of any other lots in the vicinity to whom rights of way over the whole or any portion of the Brown Areas may have been granted.
- (c) The Grantee shall at his own expense uphold, maintain and manage the Brown Areas and everything forming a portion of or pertaining to it, all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.
- (d) Any alteration to any public road absorbing a portion of the Brown Areas over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the paved way constructed by him on the Brown Areas in all respects to the satisfaction of the Director.
- (e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Areas or any part thereof. The Government shall have the right to grant rights of way over the Brown Areas or any part thereof to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Areas for the purposes of a public street or for any other purposes as the Government considers appropriate without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Areas may have been granted.
- (f) In the event of the non-fulfilment of any of the Grantee’s obligations under sub-clauses (b), (c) or (d) of this Special Condition, the Government may carry out the necessary construction, maintenance, repair or alteration 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.
- (g) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days’ written notice (save in case of emergency) to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew any Government or other drain, channel, catchpit, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as “the Brown Areas Services”) which are now or may hereafter be upon, over, under or adjacent to the Brown Areas or any part thereof as the Director may in his absolute discretion deem fit, making good any and all damage caused thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress at all times to and from the Brown Areas or any part thereof for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the Brown Areas Services without the prior written approval from the Director. Save in respect of making good any and all damage caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim nor objection shall be made against him or them by the Grantee.”

20. Special Condition No.(65) of the Land Grant stipulates that:-

- “(a) The Grantee shall at his own expense uphold, manage, maintain and repair those areas shown coloured yellow stippled black on PLAN A annexed hereto (hereinafter referred to as “the Yellow Stippled Black Areas”) and everything forming a portion of or pertaining to it or any part or parts thereof of which the Grantee has not re-delivered possession and everything thereon, therein or thereunder in good and substantial repair and condition all to be done to the satisfaction of the Director until such time as possession of the Yellow Stippled Black Areas or any part or parts thereof has or have been re-delivered to the Government in accordance with sub-clause (d) of this Special Condition.
- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) For the purpose only of carrying out the necessary works specified in sub-clause (a) of this Special Condition, the Grantee shall on the 1st day of June 2015 be granted possession of the Yellow Stippled Black Areas. The Yellow Stippled Black Areas or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand of the Director without any payment or compensation whether monetary or otherwise and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date or dates to be specified by the Director in writing provided that the Government shall not be compelled to take back possession of the Yellow Stippled Black Areas or any part or parts thereof but may only do so as and when the Government sees fit.
- (e) The Grantee shall not without the prior written consent of the Director use the Yellow Stippled Black Areas or any part or parts 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 sub-clause (a) of this Special Condition.
- (f) The Grantee shall at all reasonable times while he is in possession of the Yellow Stippled Black Areas or any part or parts thereof permit the Director, his officers, contractors and any other persons authorized by him, with or without tools, equipment, plant, machinery or motor vehicles the free and unrestricted right of ingress, egress and regress to, from and through the lot and the Yellow Stippled Black Areas or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (b) of this Special Condition and any other works which the Director may consider necessary in the Yellow Stippled Black Areas or any part or parts thereof.”

G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

21. Section 2(1) of the Deed of Mutual Covenant and Management Agreement (“DMC”) stipulates that:-

“In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-

“Brown Areas”

means areas referred to as “the Brown Areas” in Special Condition No. (64)(a) of the Government Grant and shown coloured Brown on PLAN A annexed thereto together with such associated street furniture, traffic aids, street lighting, sewers, drains, channels, catchpits, culverts and other structures constructed or to be constructed over and along the Brown Areas;

“Decks over the Drainage Reserve”

means the decks and supports over the drainage channels erected or to be erected on the Drainage Reserve referred to as “the Decks” in Special Condition No. (14) of the Government Grant;

“Diverted Tracks”

means, when formed, those parts of the Existing Track as varied and diverted pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030 and referred to as the “Diverted Tracks” therein and as marked on PLAN No. YLM8646d annexed thereto;

“Existing Tracks”

means the existing tracks and access roads referred to as “the Existing Track” in Special Condition No. (9) of the Government Grant and as marked on PLAN I annexed to the Government Grant, which may be varied and diverted in accordance with Special Condition No. (9) of the Government Grant;

“Green Area”

means the portion of future public road referred to as “the Green Area” in Special Condition No. (5)(a)(I) of the Government Grant and shown coloured Green on PLAN I annexed thereto together with such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures provided or to be provided therein in accordance with Special Condition No. (5)(a)(II) of the Government Grant;

“Internal Access Road”

means the internal access road within the Lot referred to as “the Internal Access Road” in Special Condition No. (13) (a) of the Government Grant;

“New Tracks”

means collectively the Diverted Tracks when formed together with the remaining parts of the Existing Track not having been varied or diverted pursuant to a Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030 and referred to as “the New Tracks” therein;

“Wetland Management Agreement”

means the Wetland Management Agreement dated [] in respect of the management and maintenance of an ecological enhancement area (Sha Po Marsh in the north of Sha Po Tsuen Road) comprising:-

- (a) portion of Section A of Lot No.1927 in Demarcation District No.107;
- (b) the Wetland within the Lot;
- (c) portion of The Remaining Portion of Sub-section 7 of Section B of Lot No. 1744 in Demarcation District No.107; and
- (d) portion of The Remaining Portion of Sub-section 4 of Section C of Lot No. 1743 in Demarcation District No.107

according to the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department and include any amendments thereto from time to time approved by Agriculture, Fisheries and Conservation Department) and the contribution to the costs for management and maintenance of the same by the owners of the above lots and shall include such amendments, supplements, extensions or variations to such Wetland Management Agreement as may from time to time be entered into between the relevant parties;

“Wetland within the Lot”

means collectively:-

- (a) portion of “the Wetland” as referred to in Special Condition No.(10)(a) of the Government Grant being the respective areas shown coloured pink stippled black, pink stippled black hatched blue and pink stippled black hatched red on PLAN I annexed to the Government Grant in so far as the same are within the Lot, which are for the purposes of identification only shown coloured Green Stippled Black on the Wetland plan certified by the Authorized Person and annexed hereto; and

- (b) portions of ecological enhancement area within the Lot (other than the areas referred to in paragraph (a) above), which are for the purposes of identification only coloured Green Hatched Black on the Wetland plan certified by the Authorized Person and annexed hereto;

“Yellow Area”

means the area referred to as “the Yellow Area” in Special Condition No. (12) of the Government Grant and shown coloured Yellow on PLAN I annexed to the Government Grant; and

“Yellow Stippled Black Areas”

means the areas referred to as “the Yellow Stippled Black Areas” in Special Condition No. (65)(a) of the Government Grant and shown coloured Yellow Stippled Black on PLAN A annexed to the Government Grant.”

22. Clause 15 of the DMC stipulates that:-

“The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners’ Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. Subject to the provisions of this Deed, the annual budget shall be in four parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing:-
 - (i) the maintenance, operation, repair and cleansing of all Development Common Areas and Facilities and the lighting thereof and the provisions and operation of emergency generators and lighting for the Development Common Areas and Facilities. For avoidance of doubt, maintenance and management of the Wetland within the Lot shall be according to the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department and include any amendments thereto from time to time approved by Agriculture, Fisheries and Conservation Department);
 - ...
 - (v) the cost and expenses of inspecting, maintaining and repairing of, and all cost incurred in connection with the Green Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Stippled Black Areas (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Brown Areas and the Wetland within the Lot;
 - (vi) all the cost, expense, contribution and payment attributable to or payable by the Owners under or pursuant to the provisions of the Wetland Management Agreement;

...”

23. Clause 38 of the DMC stipulates that:-

“The management of the Lot and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 10 of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent for all Owners in respect of any matter concerning the Common Areas and Facilities duly authorised in accordance with the provisions of this Deed and to enforce and carry into effect all provisions of this Deed subject to the Building Management Ordinance (Cap.344). In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing:-

...

- (h) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities, the Green Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Area (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Yellow Stippled Black Areas (until the possession thereof is re-delivered to the Government in accordance with the Government Grant), the Brown Areas, the Wetland within the Lot, the Decks over the Drainage Reserve, the Internal Access Road, the Existing Tracks, the New Tracks, and the Transport Terminus in good conditions in accordance with the Government Grant. The Wetland within the Lot shall be managed and maintained in accordance with the Habitat Creation and Management Plan and the Wetland Master Plan (Phase 1) (both approved by Agriculture, Fisheries and Conservation Department and include any amendments thereto from time to time approved by Agriculture, Fisheries and Conservation Department);

...”

24. Clause 74 of the DMC stipulates that:-

“The Manager shall uphold, maintain and repair the Brown Areas and everything forming a portion of or pertaining to them, all to be done to the satisfaction of the Director of Lands in accordance with Special Condition No.(64)(c) of the Government Grant and the Owners shall be responsible for the whole as if they were the absolute owner thereof.”

25. Clause 75 of the DMC stipulates that:-

“Notwithstanding anything herein contained and until such time as the Green Area, the Yellow Area or the Yellow Stippled Black Areas shall be re-delivered or deemed to have been re-delivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the management, maintenance and repair of the Green Area, the Yellow Area or the Yellow Stippled Black Areas in accordance with the Government Grant and the Owners shall be responsible for the costs and expenses for the management, maintenance and repair of the Green Area, the Yellow Area or the Yellow Stippled Black Areas as if they were part of the Development Common Areas and Facilities.”

26. Paragraph (e) of Part B of the Second Schedule to the DMC stipulates that:-

“The right of members of the public, for all lawful purposes, with or without tools, equipment, plant, machinery or motor vehicles at all times to pass and repass freely without payment of any nature whatsoever on, along and through the New Tracks in accordance with Special Condition No. (9)(a)(ii) of the Government Grant.”

27. Paragraph (g) of Part B of the Second Schedule to the DMC stipulates that:-

“The right of the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area to pass, flow, supply, convey and discharge utility services, including but not limited to water, electricity, gas, telephone and telecommunication services to and from the Yellow Area through such gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains passing along, through, over, upon or under the Internal Access Road, for the proper use and enjoyment of the Yellow Area and for such purpose, the right for the Government, the future owners, lessees, tenants, occupiers and licensees of the Yellow Area or any other persons duly authorized by any of them to enter the Lot through the Internal Access Road at all reasonable times (except in case of emergency) with or without tools, equipment, plant, machinery or motor vehicles for the purpose of carrying out inspection, maintenance, repair, alteration, removal, renewal, replacement and installation works to all and any of the said gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits and water mains in accordance with Special Condition No. (13)(f) of the Government Grant.”

Note:

The Wetland Management Agreement has been entered into on 5 November 2015.

A. 根據批地文件規定須興建並提供予政府或公眾使用的設施

1. 描述

- (a) 批地文件特別條款第 (5)(a)(i)(I) 條所載的綠色區域；
- (b) 批地文件特別條款第 (5)(a)(i)(II) 條所載的該等構築物；
- (c) 批地文件特別條款第 (9)(a)(i) 條所載的現有道路；
- (d) 2015 年 6 月 1 日訂立並在土地註冊處以註冊摘要編號 15061102490030 登記的同意書所載的改道道路及新道路；
- (e) 批地文件特別條款第 (10)(a) 條所載的濕地；
- (f) 批地文件第 (11)(a) 條所載的鐵路專用範圍；
- (g) 批地文件第 (12)(a) 條所載的黃色區域；
- (h) 批地文件第 (13)(a) 條所載的內部通道；
- (i) 批地文件第 (14)(a) 條所載的橋面；
- (j) 批地文件第 (64)(a) 條所載的啡色區域；
- (k) 批地文件第 (65) 條所載的黃色加黑點區域。

註：

鐵路專用範圍已根據批地文件特別條款第 (11)(b) 條規定從丈量約份第 107 號地段第 1927 號分割劃出，並不屬於發展項目所在的該地段之一部份。

2. 公眾有權依據批地文件規定使用 1(a)、(b)、(c)、(d)、(h) 及 (j) 段所載的各項設施。

註：

- i. 根據批地文件特別條款第 (13)(e) 條，獲准許使用內部通道的人仕如下：政府、黃色區域未來的業主、承租人、租戶、佔用人及受許可人及彼等各真正來賓、訪客或賓客。請查閱批地文件以了解詳情。
- ii. 根據批地文件特別條款第 (64)(e) 條，啡色區域的使用受限於政府可於現時或將來任何時間批予任何在鄰近範圍的業主通行權。請查閱批地文件以了解詳情。

B. 根據批地文件須由期數中的住宅物業的擁有人出資管理、營運或維修以作公眾使用的設施

3. 描述

- (a) 綠色區域；
- (b) 該等構築物；
- (c) 現有道路；
- (d) 改道道路及新道路；
- (e) 內部通道；及
- (f) 啡色區域。

4. 公眾有權依據批地文件規定使用各設施。

註：

- i. 根據批地文件特別條款第 (13)(e) 條，獲准許使用內部通道的人仕如下：政府、黃色區域未來的業主、承租人、租戶、佔用人及受許可人及彼等各真正來賓、訪客或賓客。請查閱批地文件以了解詳情。
- ii. 根據批地文件特別條款第 (64)(e) 條，啡色區域的使用受限於政府可於現時或將來任何時間批予任何在鄰近範圍的業主通行權。請查閱批地文件以了解詳情。

5. 各設施由期數住宅物業的業主付費管理、營運或維修。

6. 期數住宅物業的業主應透過支付有關住宅物業應佔的管理開支，按比例分擔各設施的管理、營運或維修開支。

C. 根據批地文件規定須由期數住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地

7. 不適用。

D. 位於的土地（期數所在的土地）中為施行《建築物（規劃）條例》（香港法例第 123 章附屬法例 F）第 22(1) 條而撥供公眾用途的任何部份：

8. 不適用。

E. 顯示上述設施、休憩用地及該土地各部份的圖則

本節末頁載有以下複製／繪製圖則：

- (a) 新批租約第 21263 號夾附的圖則 I；
- (b) 2015 年 6 月 1 日訂立並在土地註冊處以註冊摘要編號 15061102490020 登記的批地條款修訂書所夾附的圖則 A；
- (c) 2015 年 6 月 1 日訂立並在土地註冊處以註冊摘要編號 15061102490030 登記的同意書所夾附圖則編號 YLM8646d；
- (d) 2015 年 11 月 5 日訂立的濕地管理協議所夾附的圖則；
- (e) 顯示內部通道及橋面位置的圖則。

F. 批地文件中關於該等設施、休憩用地及土地中該等部份的條文

9. 批地文件特別條款第 (5) 條規定：

「(a) 承授人須：

- (i) 於 2018 年 3 月 31 日或之前（或署長可能批准的其他延展日期），自費按署長批准的方式、材料、標準、水平、定線及設計，並在各方面令署長滿意下：
 - (I) 在附錄於本批地文件的圖則 I 上以綠色顯示的部份（下稱「綠色區域」）鋪設及興建未來公眾道路；及
 - (II) 提供及建造橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或署長單獨酌情要求的其他構築物（以下統稱「該等構築物」），

使建築物可座落於綠色區域及讓車輛和行人往來綠色區域；

- (ii) 於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費在綠色區域鋪路面、鋪路緣及開水道，並提供署長規定的溝渠、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和路面標記，以達至署長滿意程度；及
- (iii) 自費保養綠色區域連同該等構築物及在該區域建造、安裝及提供的所有構築物 (現有高壓供氣主喉和本批地文件特別條款第 (51) 條所指的現有總水管除外)、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、路面標記和植物，以達至署長滿意程度，直至綠色區域已根據本批地文件特別條款第 (6) 條交還政府管有為止。

- (b) 承授人在綠色區域進行任何工程時，亦須符合本批地文件特別條款第 (52) 及 (55) 條的規定。
- (c) 如果承授人不履行其在本特別條款 (a) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (d) 署長毋須因承授人履行本特別條款 (a) 款的義務或政府行使本特別條款 (c) 款的權利或其他原因而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的政府人員提出索償。」

10. 批地文件特別條款第 (6) 條規定：

「僅旨在進行本批地文件特別條款第 (5) 條指明的必要工程，承授人須於本協議的日期獲授予綠色區域的管有權。綠色區域須應要求交還政府，而在任何情況下，承授人須於署長發信表示本規約已在其滿意下獲得遵守的日期當作已交還政府。承授人須於其管有綠色區域的所有合理時候，准許所有政府及公共車輛及行人免費前往及經過綠色區域，並確保該通行權不受進行的工程干擾或妨礙，不論是按照本批地文件特別條款第 (5) 條或其他規定進行的工程。」

11. 批地文件特別條款第 (7) 條規定：

「未經署長事先書面同意，承授人不得將綠色區域用作儲物或興建任何臨時構築物，或用作進行本批地文件特別條款第 (5) 條指明的工程以外之用途。」

12. 批地文件特別條款第 (8) 條規定：

- 「(a) 承授人須於其管有綠色區域的所有合理時候：
 - (i) 准許署長、政府人員、其承判商及其授權的任何其他人士有權出入、來回及通過該地段及綠色區域，以便在綠色區域檢查、檢驗及監督遵照本批地文件特別條款第 (5)(a) 條進行的任何工程及進行、檢查、檢驗及監督本批地文件特別條款第 (5)(c) 條規定的工程及署長認為必要的任何其他工程；
 - (ii) 在政府或其授權的相關公用事業公司要求時，准許其有權出入、來回及通過該地段及綠色區域，以便在綠色區域之中、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽、現有高壓供氣主喉及為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣 (如有) 及其他設施所需的其他導電媒介及附帶設備。承授人須就上述擬於綠色區域內進行的工程所有相關事宜與政府及其授權的相關公用事業公司充分合作；及
 - (iii) 在水務監督的政府人員或獲其正式授權的任何其他人士要求時，准許其有權出入、來回及通過該地段及綠色區域，以便進行任何有關本批地文件特別條款第 (51) 條所指的現有總水管及綠色區域內任何其他水務設施的運作、保養、維修、更換、改動或改道工程。
- (b) 政府、署長、水務監督、政府人員、其代理、承判商或工人及其他獲授權人士毋須因政府、署長、水務監督、政府人員、其代理、承判商或工人及任何其他獲授權人士或公用事業公司行使本特別條款 (a) 款賦予的權利而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向他們任何一方索償。」

13. 批地文件特別條款第 (9) 條規定：

- 「(a) (i) 承授人確認該地段部份地方現時設有道路和通道，並在附錄於本批地文件的圖則 I 上標示為「現有道路」(該等道路及通道以下統稱「現有道路」)。未經署長事先書面同意，不得將現有道路的定線改動或改道。
- (ii) 除本特別條款 (b) 款另有規定外，承授人須於批地文件約定的批租年期內，准許所有公眾人士於所有時候攜同或不攜同工具、設備、機械、機器或車輛為所有合法目的自由地及毋須支付任何性質的款項下，往復經過、途經、越過及通過現有道路。
- (b) 承授人須於所有時候准許渠務署署長、政府人員、其承判商、其工人及任何其他獲授權人士有權攜同或不攜同工具、設備、機械、機器或車輛在附錄於本批地文件的圖則 I 上顯示及標示的 M 點和 N 點 (通過 O 點) 及 P 點和 Q 點 (通過 R 點) 或彼等要求且經署長書面批准的其他各點之間出入、來回及通過在該地段，以便檢查、進行、檢驗及監督任何在本批地文件特別條款第 (14) 條所指的渠務專用範圍或該地段毗連地方任何排水渠及渠道進行的鋪設、保養、維修、更換及改動工程。
- (c) 承授人須自費管理、維護、維修及保養現有道路，使其保持修葺良好堅固和狀況良好，以達至署長在各方面滿意程度。承授人須准許署長、政府人員、其承判商及其授權的任何其他人士往返及通過該地段及現有道路，以便檢查、檢驗及監督任何遵照本 (c) 款進行的工程。
- (d) 政府及政府人員毋須因承授人履行本特別條款 (a)、(b) 及 (c) 款的義務或公眾人士使用現有道路而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府或政府人員提出索償。
- (e) 承授人須彌償政府因承授人辦理或遺漏任何有關本特別條款 (a)、(b) 及 (c) 款的任何事項而直接或間接引起或相關的一切各種責任、申索、費用、要求、訴訟或其他程序。
- (f) 現明確同意、聲明及規定，儘管承授人被施加本特別條款 (a) 及 (b) 款下的義務，承授人既無意而政府亦無同意將現有道路劃供公眾通行。
- (g) 現明確同意及聲明，承授人不可鑑於其在本特別條款 (a) 及 (b) 款下應負的義務而預期獲得或索取任何關於額外上蓋面積或地積比率的特許權或權利，不論是根據《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文或其他規定；為免疑問，承授人明確放棄申索任何及所有關乎《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的任何特許權或權利。」

根據日期為 2015 年 6 月 1 日並在土地註冊處以註冊摘要編號 15061102490030 號登記的同意書，現有道路的部份定線已按照規劃署在規劃申請編號 A/YL-KTN/118-2 中於 2013 年 9 月 16 日發出的信函所指的經批核的第 I 期總綱發展藍圖修訂本作出改動及改道，由 2015 年 6 月 1 日起生效並受以下條件規限：

- 「(1) 你須於 2018 年 3 月 31 日或之前，自費按地政總署署長 (下稱「署長」) 批准的方式、材料、標準、水平、定線及設計構建改道道路，以達至署長在各方面滿意程度。
- (2) 在你自費完成構建改道道路以達至署長在各方面滿意程度之前，你須繼續遵守及履行本規約特別條款第 (9) 條所載有關改道道路之一切義務。
- (3) 當你自費完成構建改道道路以達至署長在各方面滿意程度之後，本規約中凡提及現有道路時，須於今後任何時候解釋及詮釋為提及新道路，你在本規約特別條款第 (9) 條之下應遵守及履行的所有義務均適用於新道路。」

14. 批地文件特別條款第 (10) 條規定：

- 「(a) 承授人須於本協議的日期起計 6 個公曆月 (或署長可能批准的其他延長期) 內，就附錄於本批地文件的圖則 I 上以粉紅色加黑點、粉紅色加黑點加藍色斜線及粉紅色加黑點加紅色斜線顯示及位於該地段各個區域內的濕地 (該等區域以下統稱「濕地」)，向署長提交或安排提交一份濕地總綱圖 (下稱「濕地總綱圖」) 並取得署長批准。
- (b) 濕地總綱圖的比例須為 1:500 或更大比例，並且須包括有關濕地的生態保育及改善建議的資料。濕地總綱圖也須包括有關生態特徵管理、水文管理、植物管理、人類接近及滋擾管制的生態再造及管理計劃、執行計劃、生態監察計劃及漁農自然護理署署長可能要求的其他資料。濕地總綱圖也須顯示濕地內的現有道路以及供該地段已建或擬建的建築物住宅單位住客及其真正訪客、賓客或獲邀人士徒步往復通過濕地的任何行人通道或步行道或行人路或其他相關設施的配置。在署長書面批准濕地總綱圖前，不得在該地段或其任何部份開展建築工程或任何其他工程 (包括地盤平整工程，但不包括本批地文件特別條款第 (2)(a) 條所指的拆卸及清理工程)。就本規約而言，「建築工程」及「地盤平整工程」須為《建築物條例》、根據該條例所訂任何規例及任何修訂法例所界定者。
- (c) 承授人須自費實施和執行生態保育及改善建議及經批准的濕地總綱圖確定或引起的所有工程，以達至漁農自然護理署署長在各方面滿意程度。未經署長事先書面同意，不得修訂、更改、改動、變更或取代濕地總綱圖。
- (d) 除本批地文件特別條款第 (11)(d) 條另有規定外，承授人須於批地文件約定的批租年期內，自費保持、保養、監察及管理濕地至安全、清潔、井然、整齊及健康的狀態，以達至署長在各方面滿意程度。
- (e) 如果承授人不履行其在本特別條款 (c) 及 (d) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (f) 承授人須於所有合理時候，准許政府、署長及政府人員、其代理、承判商、工人及其授權的任何其他人士攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地出入、來回及通過該地段或其任何部份，以便：
- (i) 檢查、檢驗及監督承授人遵照本特別條款 (c) 及 (d) 款進行的任何工程；及
- (ii) 進行、檢查、檢驗及監督遵照本特別條款 (e) 款進行的工程及在濕地內或其任何部份進行署長認為必要的任何其他工程。
- (g) 政府、署長及政府人員、其代理、承判商、工人及其他獲正式授權人士毋須因彼等任何一方行使本特別條款 (e) 及 (f) 款的權利而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就上述損失、損害、滋擾或干擾向他們任何一方索償。
- (h) 濕地須指定為及構成本批地文件特別條款第 (32)(a)(v) 條所指的公用地方之一部份。
- (i) 在計算本批地文件特別條款第 (20)(c) 條規定的全部總樓面面積時，署長須單獨酌情決定是否可以剔除本批地文件特別條款 (b) 款所指的行人通道或步行道或行人路或其他相關設施。
- (j) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑點加藍色斜線顯示的區域 (該區域是濕地及鐵路專用範圍 (定義見本批地文件特別條款第 (11)(a) 條) 的重疊區域 (該重疊區域以下簡稱「第一重疊區」))，承授人也須遵照本批地文件特別條款第 (11) 條的規定。
- (k) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑點加紅色斜線顯示的區域 (該區域是濕地及公用設施專用範圍 (定義見本批地文件特別條款第 (52)(b) 條) 的重疊區域 (該重疊區域以下簡稱「第二重疊區」))，承授人也須遵照本批地文件特別條款第 (52) 條的規定。」

15. 批地文件特別條款第 (11) 條規定：

- 「(a) 除署長根據本批地文件特別條款第 10(a) 或 13(a) 條有所規定或批准或署長事先書面同意外，不得在附錄於本批地文件的圖則 I 上以粉紅色加黑點加藍色斜線、粉紅色加藍色斜線及粉紅色加黑圓圈加藍色斜線顯示的該地段各個區域、粉紅色加紅色邊加藍色斜線區域及粉紅色加黑圓圈加紅色邊加藍色斜線區域 (該等區域以下統稱「鐵路專用範圍」) 之中、之上、之下或之內興建、建設或放置任何建築物或構築物或任何建築物或構築物的承托物 (但邊界牆、圍牆、臨時園景工程、鐵路專用範圍內的現有道路及本批地文件特別條款第 (63) 條所指的內部道路或行人通道除外)。

- (b) 承授人須按署長書面規定或批准的形式及條款，以分割契據的方式將鐵路專用範圍分割。承授人須自費在土地註冊處以備忘錄方式將該分割契據註冊。在該項註冊之前，不得進行任何影響該地段或其任何部份或在該地段或其任何部份已建或擬建的任何建築物或其任何部份的交易 (但根據本批地文件特別條款第 (29)(d) 條進行的建築按揭，或根據本批地文件特別條款第 (30) 條將該地段整體轉讓或署長書面批准的其他交易除外)。
- (c) 除本批地文件特別條款第 29(d) 及 (30) 條及本特別條款 (b) 及 (d) 款另有規定外，承授人不得轉讓、按揭、押記、分租、放棄管有或處置鐵路專用範圍或其任何部份或當中任何權益或訂立有關上述各項的協議。
- (d) 在署長提出要求時，承授人須按署長的規定自費將鐵路專用範圍或其任何部份空置交還政府而不收任何費用與代價及不附帶產權負擔，並在各方面達至署長滿意程度。為此目的，承授人須在署長指定的時間內，自費按署長書面規定或批准的方式及條款簽署一份或多份交還契據及任何其他必要文件，但政府無任何義務應承授人的要求接受承授人交還鐵路專用範圍或其任何部份，政府可在其認為適當時才接受承授人交還鐵路專用範圍或其任何部份。承授人無權就交還直接或間接引起或相關的損失、損害或賠償向政府提出申索。
- (e) 除本批地文件特別條款第 (10)(a) 條另有規定外，承授人須自費在鐵路專用範圍或其任何部份提供園景，並於其後保養及保持園景至安全、清潔、井然、整齊及健康的狀態，以達至署長在各方面滿意程度，直至鐵路專用範圍按照本特別條款 (d) 款交還政府為止。
- (f) 現明確同意及聲明，承授人不可鑑於其在本特別條款 (d) 款下應負的義務而預期獲得或索取任何關於額外上蓋面積或地積比率的特許權或權利，不論是根據《建築物 (規劃) 規例》第 22(2) 條規例、其任何修訂條文或取代條文或其他規定；為免疑問，承授人明確放棄申索任何及所有關乎《建築物 (規劃) 規例》第 22(2) 條規例、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的任何特許權或權利。
- (g) 不得在鐵路專用範圍或其任何部份之中、之上、之下或之內設置任何車位、避車處或裝卸區。
- (h) 承授人確認及接納，當該地段或其任何部份在鐵路專用範圍或其任何部份按照本特別條款 (d) 款所述規定交還後進行發展或重建時：
- (i) 承授人可能基於該地段面積減少而無法建設本批地文件特別條款第 (20)(c) 條准許的最大總樓面面積；及
- (ii) 政府毋須就該地段可建的最大總樓面面積任何減少而向承授人負責，而且承授人無權就該面積的減少向政府提出申索。
- (i) 為免疑問，就有關第一重疊區，承授人也須遵照本批地文件特別條款第 (10) 條的規定。
- (j) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑圓圈加藍色斜線顯示的區域及粉紅色加黑圓圈加紅色邊加藍色斜線區域 (該等區域是鐵路專用範圍及渠務專用範圍 (定義見本批地文件特別條款第 (14)(a) 條)) 的重疊區域 (該等重疊區域以下統稱「第三重疊區」)，承授人也須遵照本批地文件特別條款第 (14) 條的規定。」

16. 批地文件特別條款第 (12) 條規定：

- 「(a) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費鋪設、形成及鋪好在附錄於本批地文件的圖則 I 上以黃色顯示的區域 (下稱「黃色區域」)，以達至署長在各方面滿意程度。
- (b) 承授人須自費維護、管理、保養及維修黃色區域或其保留管有權的任何部份及在其中、其內及其下的所有物件，使其保持修葺良好堅固和狀況良好，以達至署長滿意程度，直至黃色區域或其任何部份已按照本特別條款 (e) 款交回政府管有為止。
- (c) 如果承授人不履行其在本特別條款 (a) 及 (b) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (d) 署長毋須因承授人履行本特別條款 (a) 及 (b) 款的義務或政府行使本特別條款 (c) 款的權利或其他原因而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的政府人員提出索償。

- (e) 僅旨在進行本特別條款 (a) 及 (b) 款指明的必要工程，承授人須於本協議的日期獲授予黃色區域的管有權。承授人須應署長要求將黃色區域或其任何部份交回政府，而政府毋須支付任何款項或補償，不論是金錢或其他方面，而在任何情況下，承授人須於署長書面指明的日期當作將黃色區域或其任何部份交回政府，但不得強迫政府取回黃色區域或其任何部份的管有權，而且政府可在其認為適當時才取回黃色區域或其任何部份的管有權。
- (f) 未經署長事先書面同意，承授人不得將黃色區域用作儲物或興建任何臨時構築物，或用作進行本特別條款 (a) 及 (b) 款指明的工程以外之用途。
- (g) 承授人須於其管有黃色區域或其任何部份的所有合理時候，准許署長、政府人員、其承判商及其授權的任何其他人士攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地出入、來回及通過該地段及黃色區域或其任何部份，以便在黃色區域或其任何部份檢查、檢驗及監督遵照本特別條款 (a) 及 (b) 款進行的任何工程，進行、檢查、檢驗及監督遵照本特別條款 (c) 款進行的工程及署長認為必要的任何其他工程。」

17. 批地文件特別條款第 (13) 條規定：

- 「(a) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費按署長規定或批准的方式、材料及標準，在該地段鋪設、形成、提供、建造及鋪好一條內部通道 (下稱「內部通道」)，以達至署長在各方面滿意程度，讓公共車輛及行人經內部通道由新潭路往返黃色區域。
- (b) 內部通道的位置、設計、配置、定線、水平及闊度須經署長事先書面批准。
- (c) 在承授人取得本特別條款 (b) 款所規定的批准前，不得在該地段開展任何建築工程 (本批地文件特別條款第 (2)(a) 條所指的拆卸及清理工程及地盤平整工程除外)。
- (d) 承授人須於批地文件約定的批租年期內，自費管理及保養內部通道，使其保持修葺良好堅固和狀況良好，以達至署長在各方面滿意程度。
- (e) 在批地文件約定的批租年期內，承授人須於日夜所有時候授予政府、黃色區域將來的擁有人、承租人、租戶、佔用人及獲許可人及其真正賓客、訪客或獲邀人士權利，可為適當地使用和享用黃色區域的所有合法目的 (為免疑問，包括政府、政府人員及其他獲授權人士進行的檢查，且承授人進一步承諾准許其) 攜同或不攜同工具、設備、機械、機器或汽車免費往復經過、途經、越過及通過內部通道，藉以出入、來回黃色區域。
- (f) 承授人須於批地文件約定的批租年期內，授予政府、黃色區域將來的擁有人、承租人、租戶、佔用人及獲許可人權利 (且承授人進一步准許其) 可透過穿越、通過內部通道、在其上、其中或其下的溝渠、喉管、電線、電纜、污水渠、排水渠、明渠、下水道、管槽、排煙管、管道及總水管獲得自由暢通的公用服務供應、輸送及排放進出黃色區域，包括但不限於水、電、煤氣、電話及電訊服務，以適當使用及享用黃色區域，此外並須授予政府、黃色區域將來的擁有人、承租人、租戶、佔用人及獲許可人或獲其正式授權的任何其他人士權利 (且承授人進一步准許其) 在所有合理時候 (緊急情況除外) 攜同或不攜同工具、設備、機械、機器或車輛通過內部通道進入該地段，以便對本款上述的任何及所有溝渠、喉管、電線、電纜、污水渠、排水渠、明渠、下水道、管槽、排煙管、管道及總水管進行檢查、保養、維修、更改、拆除、更新、更換及安裝工程。
- (g) 如果承授人不履行其在本特別條款 (a) 及 (d) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。為了進行上述工程，政府、政府人員、其代理、承判商、工人或其他獲正式授權人士有權於所有合理時候攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地進入該地段或其任何部份及其上已建或擬建的任何建築物。
- (h) 政府、政府人員、其代理、承判商、工人或其他獲正式授權人士毋須因彼等行使本特別條款 (g) 款的權利而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就上述損失、損害、滋擾或干擾向他們任何一方索償。

- (i) 承授人須彌償政府、政府人員、其代理、承判商、工人及其他獲正式授權人士因承授人、其傭工、工人及承判商辦理或遺漏任何有關本特別條款 (e) 及 (f) 款的事項而直接或間接引起或相關的一切各種責任、申索、費用、要求、訴訟或其他程序。
- (j) 除在附錄於本批地文件的圖則 I 上顯示及標示的 S 點和 T 點之間 (通過 U 點) 及署長書面批准的其他各點外，車輛無權經內部通道出入黃色區域。
- (k) 現明確同意、聲明及規定，儘管承授人被施加本特別條款 (e) 款下的義務，承授人既無意而政府亦無同意將內部通道供公眾通行。
- (l) 現明確同意及聲明，承授人不可鑑於其在本特別條款 (e) 款下應負的義務而預期獲得或索取任何關於額外上蓋面積或地積比率的特許權或權利，不論是根據《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文或其他規定；為免疑問，承授人明確放棄申索任何及所有關乎《建築物 (規劃) 規例》第 22(1) 條規例、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的任何特許權或權利。」

18. 批地文件特別條款第 (14) 條規定：

- 「(a) 承授人須於 2018 年 3 月 31 日或之前 (或署長可能批准的其他延展日期)，自費在附錄於本批地文件的圖則 I 中以粉紅色加黑圓圈、粉紅色加黑圓圈加藍色斜線、粉紅色加黑圓圈加紅色斜線顯示的該地段各個區域、粉紅色加黑圓圈加紅色邊區域及粉紅色加黑圓圈加紅色邊加藍色斜線區域 (該等區域以下統稱「渠務專用範圍」) 已建或擬建的排水渠上建造及提供橋面及其承托物 (下稱「橋面」) 以達至署長在各方面滿意程度，而橋面的建造方式、材料、水平、設計、位置及標準須為署長所批准及要求者。
- (b) 除根據署長在本特別條款 (a) 款所要求或批准或事先取得署長書面同意外，不得在渠務專用範圍或其任何部份之中、之上、之下、或之內興建、建設或放置任何建築物或構築物或任何建築物或構築物的承托物 (但現有高壓供氣主喉、本批地文件特別條款第 (51) 條所指的現有總水管及本批地文件特別條款第 (52)(a) 條所指的公路構築物除外)。
- (c) 除本批地文件特別條款第 (11)(d) 條另有規定外，當橋面建造完成後，承授人須於批地文件約定的批租年期內自費維護、保養、維修及管理橋面以達至署長在各方面滿意程度。
- (d) 如果承授人不履行其在本特別條款 (a) 及 (c) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (e) 除本批地文件特別條款第 (11)(d) 條另有規定外，承授人須准許政府、署長、政府人員、其代理、承判商、工人及其授權的任何其他人士於所有時候攜同或不攜同工具、設備、機械、機器或車輛自由及不受限制地出入、來回該地段或其任何部份，以便：
 - (i) 檢查、檢驗及監督任何遵照本特別條款 (a) 及 (c) 款進行的工程；
 - (ii) 進行、檢查、檢驗及監督根據本特別條款 (d) 款在渠務專用範圍或其任何部份進行的工程及署長認為必要的任何其他工程；及
 - (iii) 在該地段或其任何部份或其毗連地方建造、檢查、保養、維修及疏浚工程。
- (f) 政府、署長、政府人員、其代理、承判商、工人及其授權的任何其他人士毋須因承授人履行本特別條款 (a) 及 (c) 款的義務或政府等行使本特別條款 (d) 及 (e) 款賦予的權利或其他原因而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就上述損失、損害、滋擾或干擾向他們任何一方提出索償。
- (g) 不得在渠務專用範圍或其任何部份之中、之上、之下或之內設置任何車位、避車處或裝卸區。
- (h) 為免疑問，就有關第三重疊區，承授人也須遵照本批地文件特別條款第 (11) 條的規定。
- (i) 為免疑問，就有關附錄於本批地文件的圖則 I 上以粉紅色加黑圓圈加紅色斜線顯示的區域 (該區域是渠務專用範圍及公用設施專用範圍 (定義見本批地文件特別條款第 (52)(b) 條) 的重疊區域 (該重疊區域下稱「第四重疊區」))，承授人也須遵照本批地文件特別條款第 (52) 條的規定。」

19. 批地文件特別條款第 (64) 條規定：

- 「(a) 該地段批出時連同授予承授人及其傭工、訪客、工人及獲其授權的其他人士權利可於約定的批租期內不時及任何時候，為了適當地使用和享用該地段之所有目的，在署長批准的限度內往復經過及通過附錄於本批地文件的圖則 A 上以啡色顯示的區域（下稱「啡色區域」）。
- (b) 承授人須於 2018 年 3 月 31 日或之前（或署長可能批准的其他延展日期），自費按署長規定或批准的方式、材料及標準，在獲授予本特別條款 (a) 款所述的啡色區域之上及沿區域鋪設道路，連同配套的街道設施、輔助交通設施、街燈、污水渠、排水渠、渠道、集水井、溝渠及署長認為必要的其他構築物，但必須對附近任何其他獲授予整個啡色區域或其任何部份通行權的地段業主所造成的滋擾減至最低。
- (c) 承授人須自費維護、保養及管理啡色區域及成為該區域一部份或與其相關的所有物件，以達至署長滿意程度，且承授人須對其整體負責，猶如其為該區域的絕對擁有人一樣。
- (d) 凡對任何公眾道路作出任何改動，而該改動會令該公眾道路佔用獲授予通行權的啡色區域其中部份地方或影響其斜度時，承授人不得提出任何索償，承授人並且須自費對其興建的鋪平道路進行隨後的所有改動，以達至署長在各方面滿意程度。
- (e) 即使承授人獲授予本特別條款 (a) 款所指的通行權，承授人並不享有對啡色區域或其任何部份的專有權利。政府有權將啡色區域或其任何部份的通行權授予毗鄰地段及鄰近任何其他地段目前或將來任何時候的業主，或接管啡色區域的全部或任何部份作公眾街道或政府認為適當的任何其他用途，毋須向承授人或其他獲授予啡色區域的全部或任何部份通行權的業主支付任何賠償。
- (f) 如果承授人不履行其在本特別條款 (b)、(c) 或 (d) 款的任何義務，政府可進行所需的建造、保養、維修或改動工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (g) 即使已授予本特別條款 (a) 款所指的通行權，當署長自行酌情認為合適時，政府有充分權利和權力在向承授人發出不少於 14 天書面通知（緊急情況除外）後，在目前或今後可能位於啡色區域或其任何部份之內、上、下或毗鄰地方鋪設、安裝、重鋪、改道、拆除、重新提供、更換、檢查、運作、維修、保養和翻新任何政府或其他排水渠、渠道、集水井、溝渠、水道或水路、污水渠、明渠、總喉、管道、電纜、電線、線路、公用事業服務設施或其他工程或裝置（以下統稱「啡色區域服務設施」），修補因此引致的任何及所有損壞；此外，署長、政府人員、其承判商及獲其授權的任何其他人士以及前述人士的工人有權在攜同或不攜同工具、設備、機械、機器或車輛，在任何時候為該等目的自由出入、來回及通過啡色區域或其任何部份。未經署長事先書面批准，承授人不得干擾或容許任何人干擾啡色區域服務設施。除了修補因行使上述任何權利和權力引致的任何及所有損壞外，政府、署長、政府人員、其承判商、獲其授權的任何其他人士及前述人士的工人毋須因彼等行使本款所賦予的權利而產生或附帶引起對承授人造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不得就此向其索償或提出異議。」

20. 批地文件特別條款第 (65) 條規定：

- 「(a) 承授人須自費維護、管理、保養及維修在附錄於本批地文件的圖則 A 上以黃色加黑點顯示的區域（下稱「黃色加黑點區域」）及構成其一部份或與其相關的任何部份或其仍未交回管有權的任何部份及在其中、其內或其下的所有物件，使其保持修葺良好堅固和狀況良好，以達至署長滿意程度，直至黃色加黑點區域或其任何部份已按照本特別條款 (d) 交回政府管有為止。
- (b) 如承授人不履行其在本特別條款 (a) 款的義務，政府可進行所需工程，費用一概由承授人承擔，承授人須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局及對承授人具有約束力。
- (c) 署長毋須因承授人履行本特別條款 (a) 款的義務或政府行使本特別條款 (b) 款的權利或其他原因而產生或附帶引起對承授人或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不能就任何該等損失、損害、滋擾或干擾向政府、署長或其授權的政府人員提出索償。

- (d) 僅旨在進行本特別條款 (a) 款指定的必要工程，承授人須於 2015 年 6 月 1 日獲授予黃色加黑點區域的管有權。黃色加黑點區域或其任何部份須於署長要求時交還給政府，而政府毋須支付任何款項或補償，不論是金錢或其他方面。在任何情況下，承授人在署長書面指定的日期當作已交還給政府，惟不得強迫政府取回黃色加黑點區域或其任何部份的管有權，政府可在其認為合適時才接受承授人交回黃色加黑點區域或其任何部份的管有權。
- (e) 未經署長事先書面同意，承授人不得將黃色加黑點區域或其任何部份用作儲存物件或搭建任何臨時構築物，或用作進行本特別條款 (a) 款指明的工程以外之用途。
- (f) 承授人須於其管有黃色加黑點區域或其任何部份的所有合理時候，准許署長、政府人員、其承判商及其他獲正式授權人士攜同或不攜同工具、設備、機械、機器或車輛自由出入、來回及通過該地段、黃色加黑點區域或其任何部份，以便檢查、檢驗及監督遵照本特別條款 (a) 款進行的任何工程，以及進行、檢查、檢驗及監督本特別條款 (b) 款規定的工程及在黃色加黑點區域或其任何部份進行署長認為必要的任何其他工程。」

G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部份的條文

21. 《公契及管理協議》（「公契」）第 2(1) 部份訂明：

「於本契約內，除上下文意另有訂明或規定外，以下詞語將具以下釋義：

「啡色區域」

指批地文件特別條款第 (64)(a) 條所載的啡色區域，即批地文件所夾附註明為圖則 A 以啡色顯示的範圍，連同相關的街道設施、交通輔助設施、街燈、污水管、排水渠、渠道、集水井、溝渠和現已或將會於啡色區域上或沿該處建造的其他構築物；

「在渠務專用範圍上的橋面」

指在批地文件特別條款第 (14) 條所提及的「橋面」，即現已或將會在渠務專用範圍內排水渠上興建的橋面及支承件；

「改道道路」

指依照 2015 年 6 月 1 日訂立並在土地註冊處註冊為註冊摘要第 15061102490030 號的同意書》更改及改道的現有道路部份（當其落成後），於該文稱為改道道路，並於該文所夾附的圖則編號 YLM8646d 顯示；

「現有道路」

指批地文件特別條款第 (9) 條稱為現有道路的現有道路及出入道路及於批地文件所夾附圖則 I 顯示，其可根據批地文件特別條款第 (9) 條規定所更改及改道；

「綠色區域」

指批地文件特別條款第 (5)(a)(I) 條稱為綠色區域並於該文所夾附圖則 I 以綠色顯示的擬建公共道路部份，連同現已或將會依照批地文件特別條款第 (5)(a)(II) 條提供的橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路、道路或其他構築物；

「內部通道」

指位於該地段範圍內，於批地文件特別條款第 (13)(a) 條稱為內部通道的內部出入通道；

「新道路」

統指改道道路（當其落成後）連同並未依照 2015 年 6 月 1 日訂立並在土地註冊處註冊為註冊摘要第 15061102490030 號的同意書更改或改道而在該文稱為新道路的現有道路其餘部份。

「濕地管理協議」

指於 [] 訂立的濕地管理協議，關乎由下列範圍組成的生態保育區（沙埔村路以北之沙埔沼澤）的管理及維修事務：

- (a) 丈量約份第 107 號第 1927 號地段 A 段部份；
- (b) 該地段內的濕地；
- (c) 丈量約份第 107 號第 1744 號地段 B 段分段 7 餘段部份；及
- (d) 丈量約份第 107 號第 1743 號地段 C 段分段 4 餘段部份；

生態保育區將按照生境創造及管理計劃及濕地總綱圖（第一期）（兩者均已獲漁農自然護理署批准，並且包括漁農自然護理署不時批准的任何相關修訂本）管理維修，有關費用由上述各地段的業主分擔。濕地管理協議包括各有關方不時訂立的修訂本、補充本、延訂本或更改文件；

「該地段內濕地」

統指：

- (a) 批地文件特別條款第 (10)(a) 條所載的濕地部份，即批地文件所夾附圖則 I 分別以粉紅色加黑點、粉紅色加黑點加藍斜線及粉紅色加黑點加紅斜線顯示而乃位於該地段內的範圍，現於本文所夾附經認可人士核正的濕地圖則以綠色加黑點顯示，以供識別；及
- (b) 該地段內的生態保育區範圍（以上 (a) 段所載的範圍除外），現於本文所夾附經認可人士核正的濕地圖則以綠色加黑斜線顯示，以供識別；

「黃色區域」

指批地文件特別條款第 (12) 條所載的黃色區域，於該文所夾附圖則 I 以黃色顯示；及

「黃色加黑點區域」

指批地文件特別條款第 (65)(a) 條所載的黃色加黑點區域，於該文所夾附圖則 A 以黃色加黑點顯示。」

22. 公契第 15 條訂明：

「管理人應在諮詢業主委員會（如已成立者）後編製來年的年度預算案，但第一份預算案除外，該份預算案涵蓋的期限將由本契約訂立日開始，至緊接的 12 月 31 日終結。遵從本契約之條款規定，年度預算案應包括以下四部份：

- (a) 第一部份涵蓋管理人認為（管理人決定如無重大錯誤將作終論）乃因應全體業主的利益或因應完善管理發展項目及該處發展項目公用地方與設施而招致的所有開支。茲毋損前文之一般規定，此等開支包括：
 - (i) 維修、運作、修理及清潔所有發展項目公用地方與設施及保持該處照明裝置良好的開支，以及為發展項目公用地方與設施提供和運作緊急發電機和照明的開支。為免存疑，該地段內濕地應按照生境創造及管理計劃及濕地總綱圖（第一期）（兩者均已獲漁農自然護理署批准，並且包括漁農自然護理署不時批准的任何相關修訂本）管理及維修；
 - ...
 - (v) 檢驗、維修及修理綠色區域（直至該處的佔管權遵照批地文件規定交還政府為止）、黃色區域（直至該處的佔管權遵照批地文件規定交還政府為止）、黃色加黑點區域（直至該處的佔管權遵照批地文件規定交還政府為止）、啡色區域及該地段內濕地的費用與開支和所有與其相關的費用；
 - (vi) 遵照或根據濕地管理協議條款應歸由業主承擔或繳付的所有費用、開支、分擔款項及付款；

…」

23. 公契第 38 條訂明：

「該地段及發展項目的管理事務將由管理人執行，首屆任期為不超過兩 (2) 年，期後一直留任至遵照本契約第 10 條規定終止為止。每名業主現不可撤回地委任管理人為代理人，以根據本契約條款正式賦予的權力處理任何關乎公用地方與設施之事宜，並且遵從《建築物管理條例》（香港法例第 344 章）規定執行及履行本契約之條款。除本契約明確訂立之其他權力外，管理人亦有權鑒於或因應該地段及發展項目和該處的管理事務進行所有必要或恰當行為及事項。在無損前文之一般規定，管理人之權力包括但不限於下列：

...

- (h) 遵照批地文件規定修理、維修、保養、改善、控制、運作及管理康樂地方與設施、綠色區域（直至該處的佔管權遵照批地文件規定交還政府為止）、黃色區域（直至該處的佔管權遵照批地文件規定交還政府為止）、啡色區域、該地段內濕地、在渠務專用範圍上的橋面、內部通道、現有道路、新道路及交通總匯，以保持其功用及狀態良好。該地段內濕地應按照生境創造及管理計劃及濕地總綱圖（第一期）（兩者均已獲漁農自然護理署批准，並且包括漁農自然護理署不時批准的任何相關修訂本）管理和維修；

…」

24. 公契第 74 條訂明：

「管理人須依照批地文件特別條款第 (64)(c) 條規定，以地政總署署長滿意的程度維護、保養和維修啡色區域及所有附屬或從屬於該處的物件。業主須猶如彼等乃絕對擁有人，就整個啡色區域承擔責任。」

25. 公契第 75 條訂明：

「儘管本文另有任何規定，以及直至綠色區段、黃色區域或黃色加黑點區域已按照批地文件交還或視作交還政府為止，管理人應遵照批地文件規定，負責管理、維修和修理綠色區域、黃色區域或黃色加黑點區域，而業主應承擔綠色區域、黃色區域或黃色加黑點區域的管理、維修和修理費用與開支，猶如其乃發展項目公用地方與設施一部份。」

26. 公契第二附錄 B 部份 (e) 段訂明：

「根據批地文件特別條款第 (9)(a)(ii) 條規定，公眾時刻均有權攜帶工具、設備、機器、機械或車輛，自由及完全免費地通行、進出、往返及行經新道路，以作所有合法用途。」

27. 公契第二附錄 B 部份 (g) 段訂明：

「政府及黃色區域的未來業主、承租人、租戶、佔用人及受許可人均有權透過越過、貫通內部通道或位於其上或其下的溝渠、水管、電線、電纜、污水管、排水渠、明渠、下水道、管槽、排煙管、管道及總水管流送、流通、提供、輸送和排放公用服務，以供黃色區域完善使用及享用，以及就此目的，政府及黃色區域的未來業主、承租人、租戶、佔用人及受許可人以及經彼等任何一方正式授權的其他人等亦有權就此於任何合理時間（緊急情況除外），不論攜帶工具、設備、機器、機械或車輛，通過內部通道進入該地段，以遵照批地文件特別條款第 (13)(f) 條進行所有及任何上述溝渠、水管、電線、電纜、污水管、排水渠、明渠、下水道、管槽、排煙管、管道和總水管的檢驗、維修、修理、改建、拆卸、更新、更換及安裝工程。」

備註：

濕地管理協議已於 2015 年 11 月 5 日簽訂。

PLAN A annexed to the Modification Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490020
2015 年 6 月 1 日訂立並在土地註冊處以註冊摘要編號 15061102490020 登記的批地條款修訂書所夾附的圖則 A



Legend 圖例

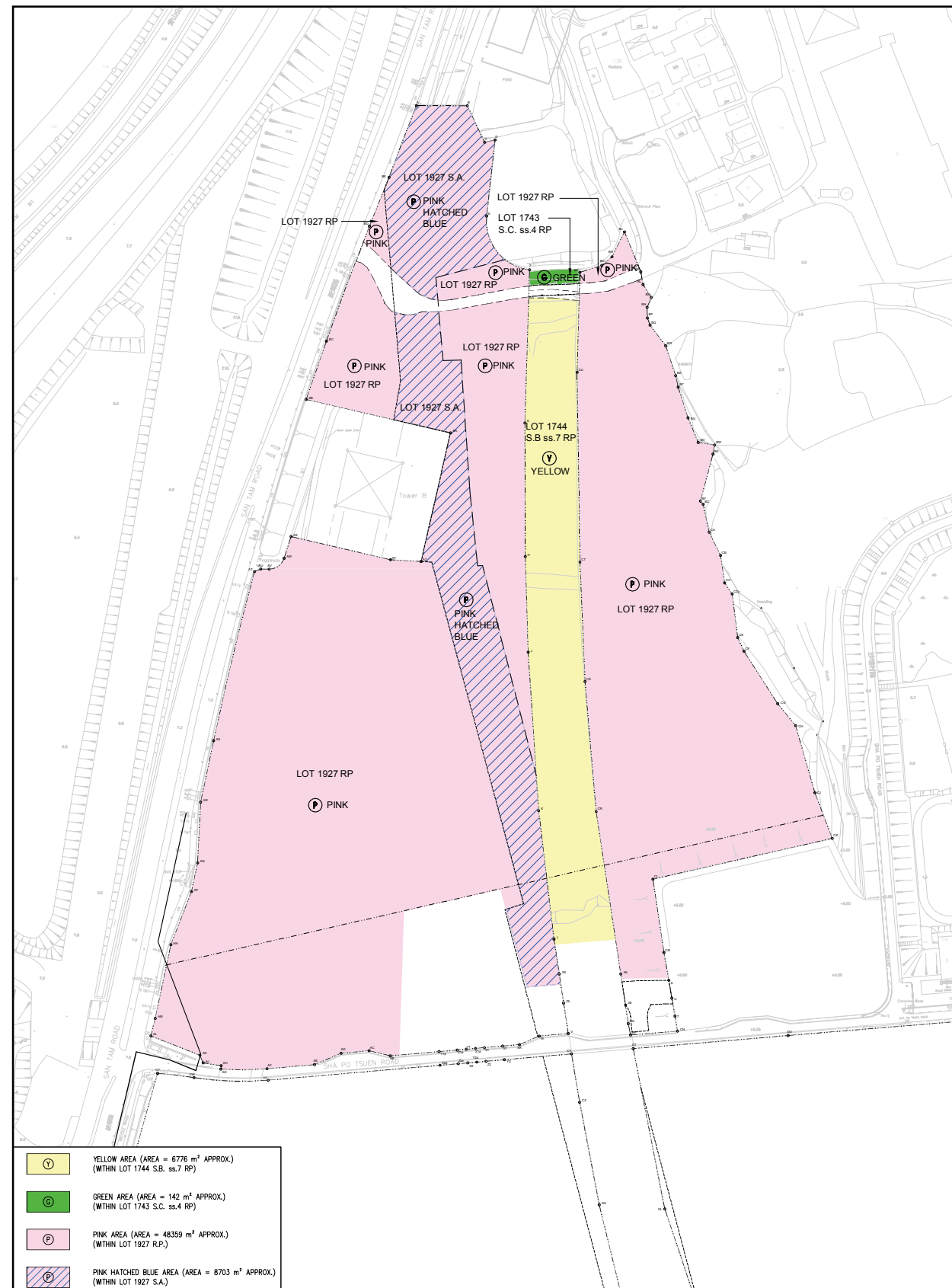
- Brown Areas
啡色區域
- Yellow stripped black Areas
黃色加黑點區域

PLAN No. YLM8646d annexed to the Consent Letter dated 1 June 2015 and registered in the Land Registry by Memorial No. 15061102490030
2015 年 6 月 1 日訂立並在土地註冊處以註冊摘要編號 15061102490030 登記的同意書所夾附圖則編號 YLM8646d

Legend 圖例
- - - Diverted Track
改道道路



Plan annexed to the Wetland Management Agreement dated 5 November 2015
2015 年 11 月 5 日訂立的濕地管理協議所夾附的圖則



Legend 圖例

-  Yellow Area
黃色
-  Green Area
綠色
-  Pink Area
粉紅色
-  Pink Hatched Blue Area
粉紅色加藍色斜線

Plan showing the location of the Internal Access Road and the Decks
顯示內部通道及橋面位置的圖則



Legend 圖例

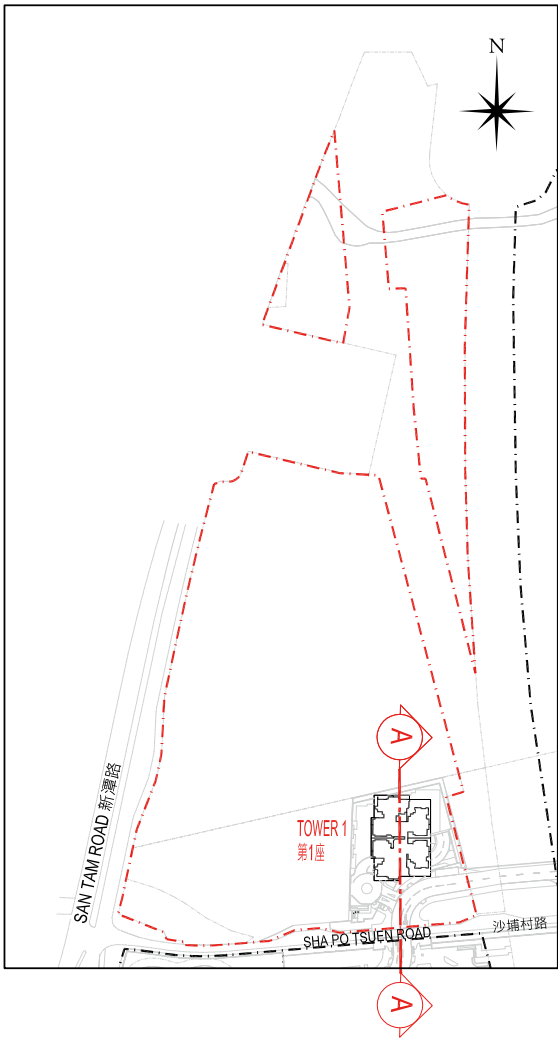
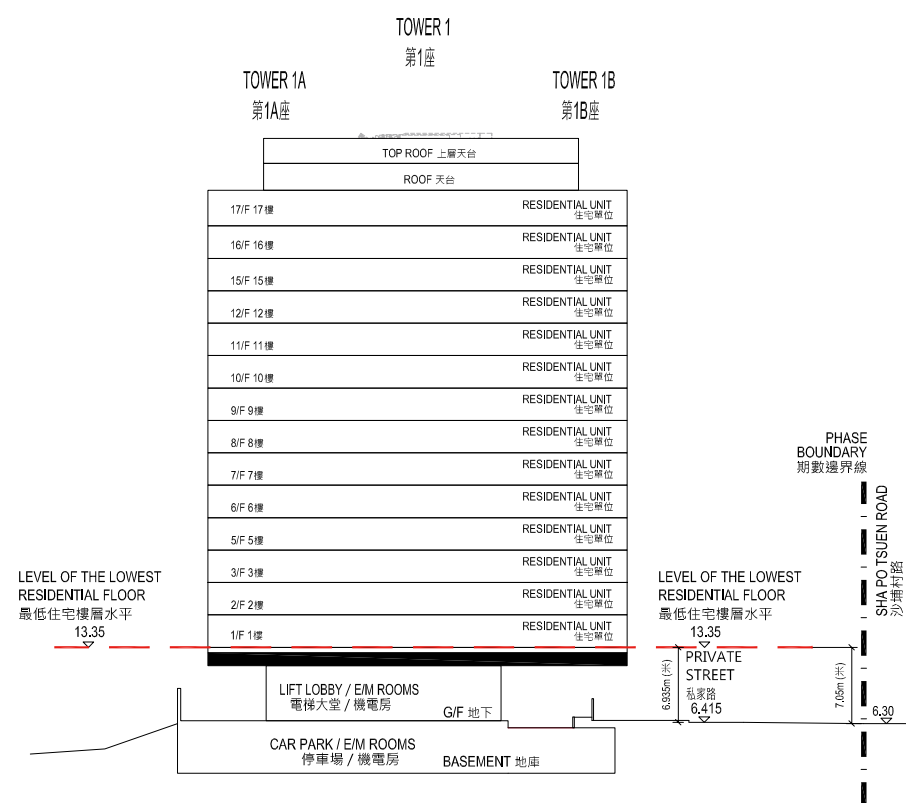
- Site Boundary of the Development
發展項目的界線
- Decks
橋面
- Internal Access Road
內部通路

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser,
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
 - (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。
 - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 —
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 - (iii) 如屬 (c)(ii) 段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE 期數中的建築物的橫截面圖

CROSS-SECTION PLAN A
橫截面圖 A

KEY PLAN 指示圖



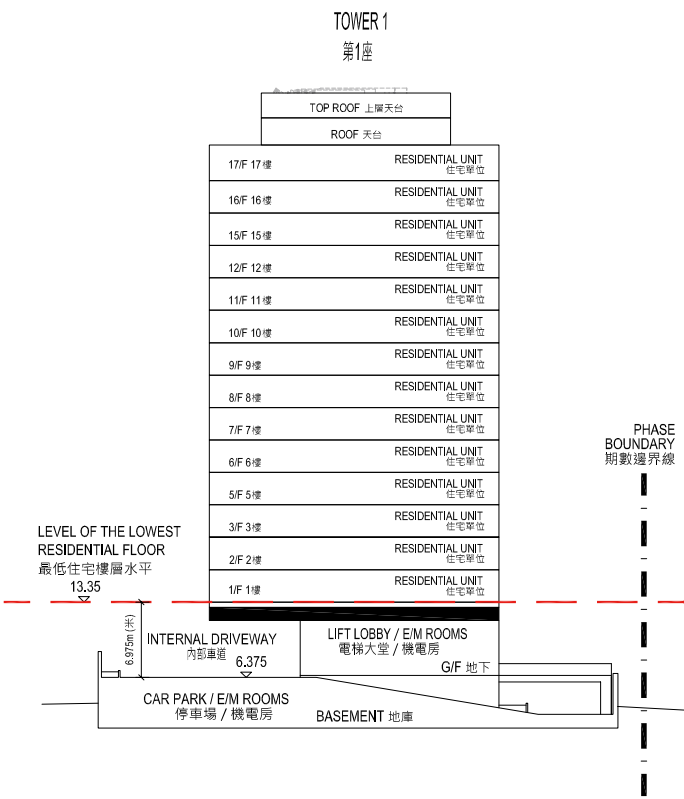
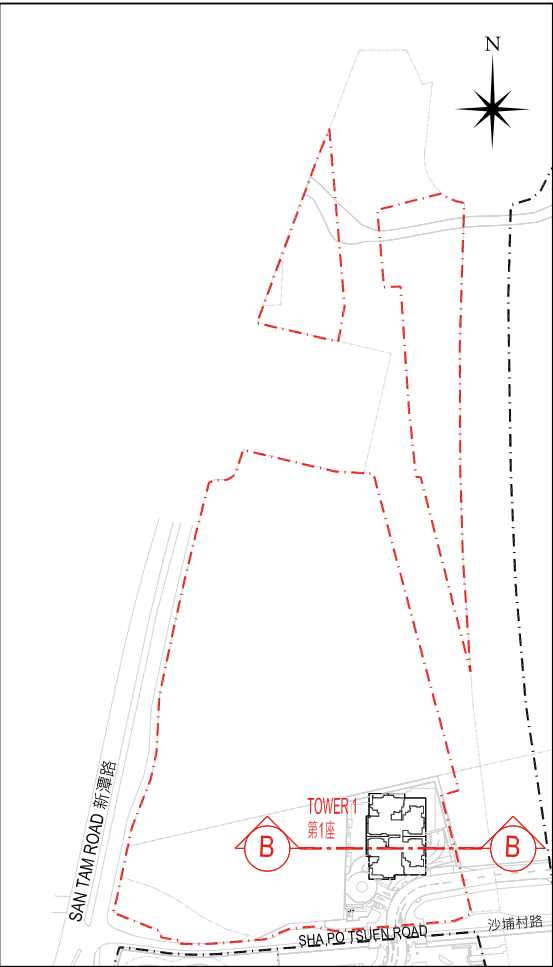
1. The part of Sha Po Tsuen Road adjacent to the building is 6.30 metres above the Hong Kong Principal Datum.
2. The part of private street / Emergency Vehicular Access (E.V.A.) adjacent to the building is 6.415 metres above the Hong Kong Principal Datum.
3. Red dotted line denotes the lowest residential floor of the building in the Phase.
4. ▽ denotes height (in metre) above the Hong Kong Principal Datum.

1. 毗連建築物的一段沙埔村路為香港主水平基準以上 6.30 米。
2. 毗連建築物的一段私家路 / 緊急車輛通道為香港主水平基準以上 6.415 米。
3. 紅色虛線為期數樓宇之最低住宅樓層水平。
4. ▽ 代表香港主水平基準以上的高度 (米)。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE 期數中的建築物的橫截面圖

CROSS-SECTION PLAN B
橫截面圖 B

KEY PLAN 指示圖

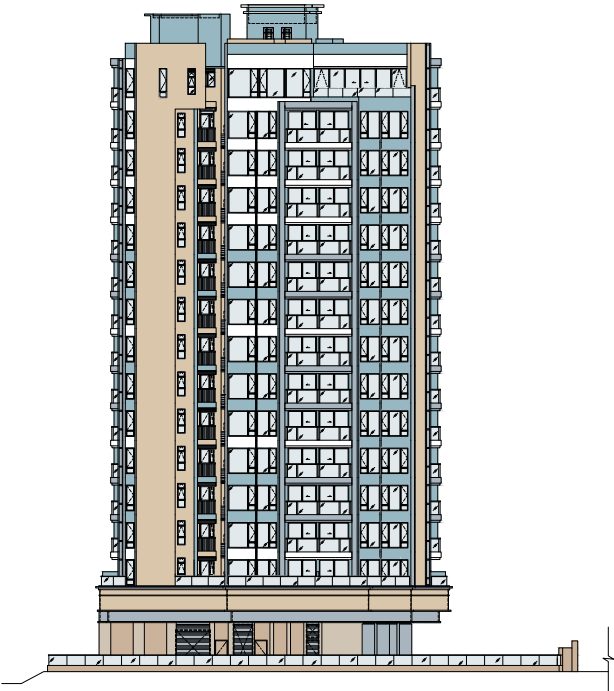


1. The part of internal driveway adjacent to the building is 6.375 metres above the Hong Kong Principal Datum.
2. Red dotted line denotes the lowest residential floor of the building in the Phase.
3. ▽ denotes height (in metre) above the Hong Kong Principal Datum.

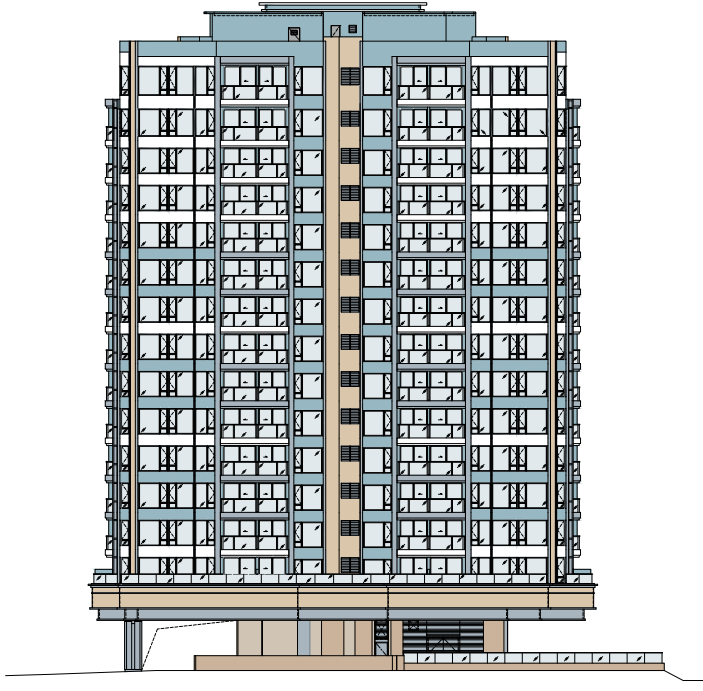
1. 毗連建築物的一段內部車道通道為香港主水平基準以上 6.375 米。
2. 紅色虛線為期數樓宇之最低住宅樓層水平。
3. ▽ 代表香港主水平基準以上的高度 (米)。

ELEVATION PLAN
立面圖

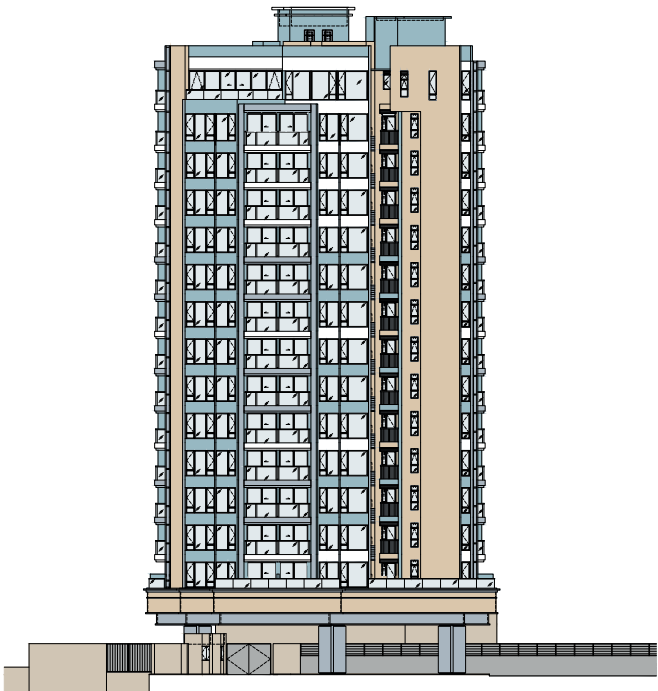
TOWER 1 (Tower 1A, Tower 1B)
第1座 (第1A座、第1B座)



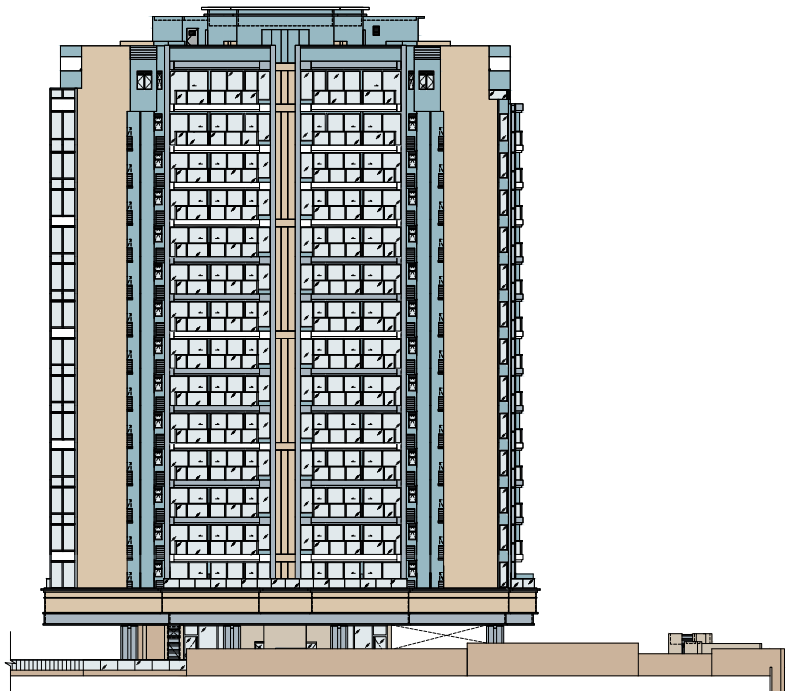
Elevation 1
立面圖 1



Elevation 2
立面圖 2

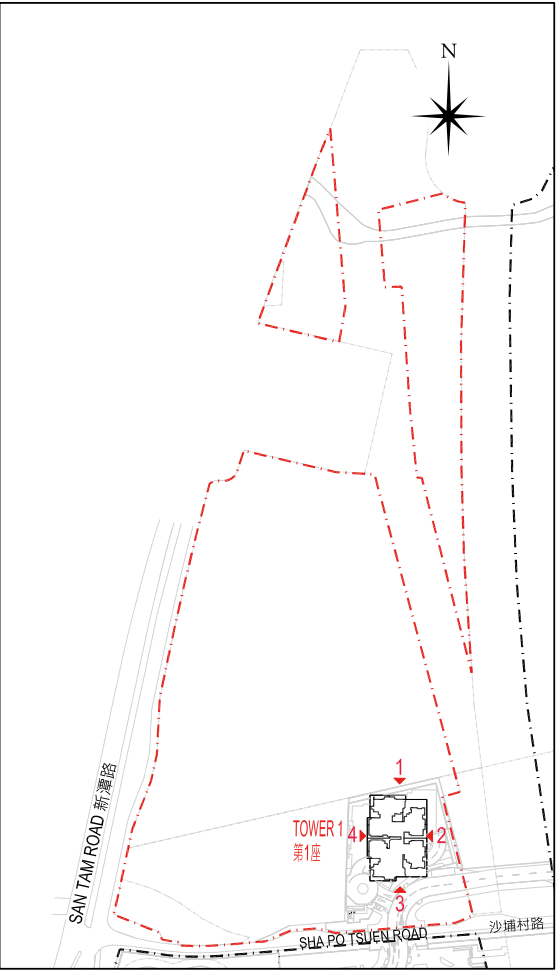


Elevation 3
立面圖 3



Elevation 4
立面圖 4

KEY PLAN 指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:-
(a) are prepared on the basis of the approved building plans for the Phase as of 16 June 2015; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以 2015 年 6 月 16 日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE PHASE 期數中的公用設施的資料

		Covered 有上蓋遮蓋	Uncovered 無蓋遮蓋	Total Area 總面積
Residents' Clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	sq.ft. 平方呎	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
	sq.m. 平方米	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	sq.ft. 平方呎	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
	sq.m. 平方米			
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	sq.ft. 平方呎	3,874	16,399	20,274
	sq.m. 平方米	359.939	1523.530	1883.469

Note:
Areas in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot.

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，並以四捨五入至整數平方呎。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT 閱覽圖則及公契

1. A copy of the outline zoning plan relating to the development is available at www.ozp.tpb.gov.hk.

2. A copy of every deed of mutual covenant in respect of the specified residential property that has been executed is available for inspection at the place at which the specified residential property is offered to be sold.

3. The inspection is free of charge.
1. 備有關於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. 關於指明住宅物業的每一已簽立的公契存放在指明住宅物業的售樓處，以供閱覽。

3. 無須為閱覽付費。

1. Exterior Finishes	
Item	Description
(a) External wall	Tower: Ceramic tiles, aluminum cladding and aluminum grille.
(b) Window	Material of frame: Aluminum frame with fluorocarbon coating. Material of glass: Insulated-Glass-Unit (IGU) with low-emissivity coating, monolithic tinted glass and monolithic acid-etched glass.
(c) Bay window	Not provided.
(d) Planter	Not provided.
(e) Verandah or Balcony	All balconies are covered and fitted with aluminum framed single-layer glass balustrade. Floor finished with tiles and natural stone. Wall finished with tiles. Ceiling finished with aluminum false ceiling. No verandah is provided.
(f) Drying facilities for clothing	Not provided.

2. Interior Finishes	
Item	Description
(a) Lobby	Entrance Lobby on Ground Floor Wall: Natural stone, wallpaper, timber veneer, stainless steel panel and glass mirror. Floor: Natural stone where exposed. Ceiling: Gypsum board false ceiling in emulsion paint, aluminium strip and stainless steel panel where exposed. Lift Lobby on Residential Floor Wall: Reconstituted stone, wallpaper, timber veneer, stainless steel panel and glass mirror. Floor: Natural stone and reconstituted stone where exposed. Ceiling: Gypsum board false ceiling in emulsion paint, timber veneer and stainless steel strip where exposed. Lift Lobby on Basement Floor Wall: Tiles, wallpaper, timber veneer, stainless steel panel and glass mirror. Floor: Reconstituted stone where exposed. Ceiling: Gypsum board false ceiling in emulsion paint where exposed.
(b) Internal wall and ceiling	Living Room, Dining Room and Bedroom Wall: Gypsum plaster in emulsion paint where exposed. Ceiling: Plaster in emulsion paint where exposed. Gypsum board with emulsion paint where false ceiling and bulkhead are provided. The following residential units are equipped with wooden cabinets in Dining Rooms: – Flats B, C, D, E and F on 1/F-16/F of Tower 1A – Flats C, D and E on 17/F of Tower 1A – Flats B, C, D, E and F on 1/F-16/F of Tower 1B – Flats C, D and E on 17/F of Tower 1B

1. 外部裝修物料	
細項	描述
(a) 外牆	大廈：瓷磚、鋁蓋板及鋁百葉。
(b) 窗	框的用料：氟化碳噴塗鋁窗框。 玻璃的用料：雙層中空玻璃配低輻射鍍膜，單片顏色玻璃及單片顏色酸蝕玻璃。
(c) 窗台	沒有提供。
(d) 花槽	沒有提供。
(e) 陽台或露台	所有露台均設有上蓋及裝有鋁框單層玻璃欄杆。地台鋪砌瓷磚及天然石材。牆身鋪砌瓷磚。露台設有鋁質假天花。 沒有陽台。
(f) 乾衣設施	沒有提供。

2. 室內裝修物料	
細項	描述
(a) 大堂	地下入口大堂 牆壁：天然石材、牆紙、木皮飾面、不銹鋼飾面及玻璃鏡。 地板：外露位置鋪砌天然石材。 天花板：外露位置設石膏板假天花髹乳膠漆、鋁條及不銹鋼飾面。 住客層升降機大堂 牆壁：人造石材、牆紙、木皮飾面、不銹鋼飾面及玻璃鏡。 地板：外露位置鋪砌天然石材及人造石材。 天花板：外露位置設石膏板假天花髹乳膠漆、木皮飾面及不銹鋼條。 地庫層升降機大堂 牆壁：瓷磚、牆紙、木皮飾面、不銹鋼飾面及玻璃鏡。 地板：外露位置鋪砌人造石材。 天花板：外露位置設石膏板假天花髹乳膠漆。
(b) 內牆及天花板	客廳、飯廳及睡房 牆壁：外露位置石膏批盪髹乳膠漆。 天花板：外露位置批盪髹乳膠漆。設有假天花和假陣的均配以石膏板髹乳膠漆。 以下住宅單位飯廳裝設木櫃： – 第 1A 座 1 樓至 16 樓 B、C、D、E 及 F 單位 – 第 1A 座 17 樓 C、D 及 E 單位 – 第 1B 座 1 樓至 16 樓 B、C、D、E 及 F 單位 – 第 1B 座 17 樓 C、D 及 E 單位

2. Interior Finishes	
Item	Description
(c) Internal floor	Living Room and Dining Room All units: Natural stone floor border along unit entrance door is provided. Units with Open Kitchen: Tiles and engineered timber skirting. Units with enclosed Kitchen: Engineered timber flooring and engineered timber skirting. Reconstituted stone floor border in Living Room along Balcony and Flat Roof side is provided, except the following residential units which natural stone flooring and natural stone skirting is provided: – Flats A and B on 17/F of Tower 1A – Flats A and B on 17/F of Tower 1B Bedroom Engineered timber flooring and engineered timber skirting.
(d) Bathroom	All bathroom ceiling finished with gypsum board in emulsion paint and aluminium false ceiling. For <u>Bathroom 1</u> of the following residential units, wall finished with tiles and mirror where exposed and run up to false ceiling, with stainless steel skirting. Wall behind basin counter finished with tiles. Floor finished with reconstituted stone where exposed: – Flats A, B and C on 1/F-16/F of Tower 1A – Flats A, B and C on 1/F-16/F of Tower 1B For <u>Bathroom 1</u> of the following residential units, wall finished with crystallized stone and mirror where exposed and run up to false ceiling, with stainless steel skirting. Wall behind basin counter finished with tiles. Floor finished with tiles where exposed: – Flat D on 1/F-16/F of Tower 1A – Flat D on 1/F-16/F of Tower 1B – Flat C on 17/F of Tower 1A – Flat C on 17/F of Tower 1B For <u>Bathroom 1</u> of the following residential units, wall finished with reconstituted stone and mirror where exposed and run up to false ceiling, with stainless steel skirting. Wall behind basin counter finished with tiles. Floor finished with reconstituted stone where exposed: – Flats E and F on 1/F-16/F of Tower 1A – Flats E and F on 1/F-16/F of Tower 1B – Flats D and E on 17/F of Tower 1A – Flats D and E on 17/F of Tower 1B For <u>Bathroom 1</u> and <u>Master Bathroom</u> of the following residential units, wall finished with natural stone and mirror where exposed and run up to false ceiling, with stainless steel skirting. Wall behind basin counter finished with tiles. Floor finished with natural stone where exposed: – Flats A and B on 17/F of Tower 1A – Flats A and B on 17/F of Tower 1B

Note: 4/F, 13/F and 14/F are omitted.

2. 室內裝修物料	
細項	描述
(c) 內部地板	客廳及飯廳 所有單位：沿著單位入口門圍邊鋪砌天然石材。 開放式廚房單位：瓷磚及複合木牆腳線。 獨立式廚房單位：複合木地板連複合木牆腳線。客廳沿著露台及平台圍邊鋪砌人造石材。唯以下住宅單位鋪砌天然石材地板連天然石材牆腳線： – 第 1A 座 17 樓 A 及 B 單位 – 第 1B 座 17 樓 A 及 B 單位 睡房 複合木地板連複合木牆腳線。
(d) 浴室	所有浴室天花裝設石膏板髹乳膠漆及鋁板的假天花。 以下住宅單位之<u>浴室 1</u> 牆身外露位置鋪砌瓷磚及鏡面至假天花，配不銹鋼腳線。洗臉盆櫃背後的牆身均鋪設瓷磚。地板外露位置鋪砌人造石材： – 第 1A 座 1 樓至 16 樓 A、B 及 C 單位 – 第 1B 座 1 樓至 16 樓 A、B 及 C 單位 以下住宅單位之<u>浴室 1</u> 牆身外露位置鋪砌微晶石材及鏡面至假天花，配不銹鋼腳線。洗臉盆櫃背後的牆身均鋪設瓷磚。地板外露位置鋪砌瓷磚： – 第 1A 座 1 樓至 16 樓 D 單位 – 第 1B 座 1 樓至 16 樓 D 單位 – 第 1A 座 17 樓 C 單位 – 第 1B 座 17 樓 C 單位 以下住宅單位之<u>浴室 1</u> 牆身外露位置鋪砌人造石材及鏡面至假天花，配不銹鋼腳線。洗臉盆櫃背後的牆身均鋪設瓷磚。地板外露位置鋪砌人造石材： – 第 1A 座 1 樓至 16 樓 E 及 F 單位 – 第 1B 座 1 樓至 16 樓 E 及 F 單位 – 第 1A 座 17 樓 D 及 E 單位 – 第 1B 座 17 樓 D 及 E 單位 以下住宅單位之<u>浴室 1</u> 及 <u>主人浴室</u> 之牆身外露位置鋪砌天然石材及鏡面至假天花，配不銹鋼腳線。洗臉盆櫃背後的牆身均鋪設瓷磚。地板外露位置鋪砌天然石材： – 第 1A 座 17 樓 A 及 B 單位 – 第 1B 座 17 樓 A 及 B 單位

備註：不設 4 樓、13 樓及 14 樓。

2. Interior Finishes	
Item	Description
(e) Kitchen	Open Kitchen Wall finished with solid surfacing material and mirror where exposed and run up to false ceiling or hanging cabinet. Floor finished with tiles where exposed. Ceiling finished with gypsum board in emulsion paint. Cooking bench finished in solid surfacing material. Unexposed surface of wall and floor finished with ceramic tiles. Unexposed surface of ceiling are concrete surface and brickwork surface. Enclosed Kitchen Wall finished with tiles, mirror and stainless steel panel where exposed and run up to false ceiling or hanging cabinet. Floor finished with natural stone where exposed. Ceiling finished with gypsum board in emulsion paint and aluminum false ceiling. Cooking bench finished in reconstituted stone. Unexposed surface of wall finished with ceramic tiles. Unexposed surface of floor finished with cement/sand plaster. Unexposed surface of ceiling are concrete surface and brickwork surface. Except the following residential units, wall finished with natural stone and stainless steel panel where exposed and run up to false ceiling or hanging cabinet: – Flats A and B on 17/F of Tower 1A – Flats A and B on 17/F of Tower 1B

3. Interior Fittings	
Item	Description
(a) Doors	Unit Entrance Door Fire-rated timber door and timber door frame with timber veneer finishing, fitted with door closer, door stopper, door viewer and lockset with handle. Master Bedroom Door, Bedroom Door and Store Room Door Timber door and timber door frame with timber veneer finishing, fitted with door stopper, lockset and handle. Bathroom Door (without window) for units with 1 or more bedroom Timber door (with timber louvre) and timber door frame with timber veneer finishing, fitted with door stopper, lockset and handle. Bathroom Door (with window) for units with 1 or more bedroom Timber door and timber door frame with timber veneer finishing, fitted with door stopper, lockset and handle, except the bathroom door of the following residential unit which timber louver is added: – Flats A, B and C on 1/F-16/F of Tower 1A – Flats A, B and C on 1/F-16/F of Tower 1B Bathroom Door for studio units Stainless steel framed glass door, fitted with lockset and handle. Kitchen Door Fire-rated timber door and timber door frame with timber veneer finishing and fire-rated glass vision panel, fitted with door closer, door stopper and handle.

Note: 4/F, 13/F and 14/F are omitted.

2. 室內裝修物料	
細項	描述
(e) 廚房	開放式廚房 牆身外露位置鋪砌實體面材及鏡面至假天花或吊櫃。地台外露位置鋪設瓷磚。天花裝設石膏板假天花髹乳膠漆。灶台物料為實體面材。牆身及地台不外露位置為瓷磚。天花不外露位置為混凝土面及磚牆面。 獨立式廚房 牆身外露位置鋪砌瓷磚、鏡面及不銹鋼板至假天花或吊櫃。地台外露位置鋪設天然石材。天花裝設石膏板髹乳膠漆及鋁板的假天花。灶台物料為人造石材。牆身不外露位置為瓷磚。地台不外露位置為英泥沙面。天花不外露位置為混凝土面及磚牆面。唯以下住宅單位，牆身外露位置鋪砌天然石材及不銹鋼板至假天花或吊櫃： – 第 1A 座 17 樓 A 及 B 單位 – 第 1B 座 17 樓 A 及 B 單位

3. 室內裝置	
細項	描述
(a) 門	單位入口門 木皮飾面防火木門及木門框，配閉門器、門頂、防盜眼及門鎖連手抽。 主人睡房門、睡房門及儲物室門 木皮飾面木門及木門框，配門頂、門鎖及手抽。 1 房或以上單位之浴室 (不設有窗戶) 的門 木皮飾面木門 (設木百葉) 及木門框，配門頂、門鎖及手抽。 1 房或以上單位之浴室 (設有窗戶) 的門 木皮飾面木門及木門框，配門頂、門鎖及手抽。唯以下住宅單位之主人浴室門加設木百葉： – 第 1A 座 1 樓至 16 樓 A、B 及 C 單位 – 第 1B 座 1 樓至 16 樓 A、B 及 C 單位 開放式單位之浴室門 不銹鋼門框玻璃門，配門鎖及手抽。 廚房門 木皮飾面防火木門及木門框，配防火玻璃視窗，並裝設閉門器、門頂及手抽。

備註：不設 4 樓、13 樓及 14 樓。

3. Interior Fittings	
Item	Description
(a) Doors	Water Closet Door Aluminum framed folding glass door with powder coating, fitted with lockset and handle. Balcony Door , Utility Platform Door, Door for staircase to Flat Roof and Flat Roof Door Aluminum framed glass door finished with fluorocarbon coating, fitted with lockset and handle.
(b) Bathroom	Bathroom and Master Bathroom Wooden and crystal glass mirror cabinet, wooden basin cabinet with natural stone countertop, vitreous china water closet, vitreous china wash basin with chrome-plated hot and cold water basin mixer, chrome-plated toilet paper holder, chrome-plated towel bar and chrome-plated single hook. With exhaust fan. Enamelled cast iron bathtub (1500mm L x 700mm W x 430mm H) with chrome-plated hot and cold water bath mixer and chrome-plated shower mixer, except: a) Instead of bathtub, shower compartment with chrome-plated shower set is provided for the bathroom of the following residential units: – Flats D, E and F on 1/F-16/F of Tower 1A – Flats C, D and E on 17/F of Tower 1A – Flats D, E and F on 1/F-16/F of Tower 1B – Flats C, D and E on 17/F of Tower 1B b) Towel bar is not provided for the bathroom of the following residential units: <u>Bathroom 1:</u> – Flat D on 1/F-17/F of Tower 1A – Flat C on 17/F of Tower 1A – Flat E on 1/F-17/F of Tower 1A – Flat F on 1/F-16/F of Tower 1A – Flat D on 1/F-17/F of Tower 1B – Flat C on 17/F of Tower 1B – Flat E on 1/F-17/F of Tower 1B – Flat F on 1/F-16/F of Tower 1B <u>Master Bathroom:</u> – Flat A and B on 17/F of Tower 1A – Flat A and B on 17/F of Tower 1B c) Single hook is not provided for the bathroom of the following residential units: – Flat D on 1/F-16/F of Tower 1A – Flat C on 17/F of Tower 1A – Flat D on 1/F-16/F of Tower 1B – Flat C on 17/F of Tower 1B d) Shower compartment with chrome-plated shower set is added to the master bathroom of the following residential units: – Flat B on 17/F of Tower 1A – Flat B on 17/F of Tower 1B Please refer to “3.(j) Water Supply” below for type and material of water supply system. Please refer to “6. Appliances Schedule” below for brand name and model number of appliances.

Note: 4/F, 13/F and 14/F are omitted.

3. 室內裝置	
細項	描述
(a) 門	洗手間門 粉末塗層鋁框玻璃摺門，配門鎖及手抽。 露台門、工作平台門、樓梯通往平台的門及平台門 氟化碳噴塗鋁框玻璃門，配門鎖及手抽。
(b) 浴室	浴室及主人浴室 木製及水晶玻璃鏡櫃、木製面盆櫃連天然石材檯面、瓷坐廁、瓷洗面盆配鍍鉻冷熱水龍頭、鍍鉻廁紙架、鍍鉻毛巾棍及鍍鉻毛巾鉤。設有抽氣扇。搪瓷浴缸 (1500 毫米長 x 700 毫米寬 x 430 毫米高) 配鍍鉻冷熱水浴缸龍頭及鍍鉻花灑龍頭。唯： a) 以下住宅單位之浴室以沐浴間代替浴缸，內裝鍍鉻花灑套裝： – 第 1A 座 1 樓至 16 樓 D、E 及 F 單位 – 第 1A 座 17 樓 C、D 及 E 單位 – 第 1B 座 1 樓至 16 樓 D、E 及 F 單位 – 第 1B 座 17 樓 C、D 及 E 單位 b) 以下住宅單位之浴室不設毛巾棍： <u>浴室 1：</u> – 第 1A 座 1 樓至 17 樓 D 單位 – 第 1A 座 17 樓 C 單位 – 第 1A 座 1 樓至 17 樓 E 單位 – 第 1A 座 1 樓至 16 樓 F 單位 – 第 1B 座 1 樓至 17 樓 D 單位 – 第 1B 座 17 樓 C 單位 – 第 1B 座 1 樓至 17 樓 E 單位 – 第 1B 座 1 樓至 16 樓 F 單位 <u>主人浴室：</u> – 第 1A 座 17 樓 A 及 B 單位 – 第 1B 座 17 樓 A 及 B 單位 c) 以下住宅單位之浴室不設毛巾鉤： – 第 1A 座 1 樓至 16 樓 D 單位 – 第 1A 座 17 樓 C 單位 – 第 1B 座 1 樓至 16 樓 D 單位 – 第 1B 座 17 樓 C 單位 d) 以下住宅單位之主人浴室加設淋浴間，內裝鍍鉻花灑套裝： – 第 1A 座 17 樓 B 單位 – 第 1B 座 17 樓 B 單位 供水系統的類型及用料，請參閱下文「3.(j) 供水」一欄。 設備之品牌名稱及產品型號，請參閱下文「6. 設備說明表」。

備註：不設 4 樓、13 樓及 14 樓。

3. Interior Fittings	
Item	Description
(c) Kitchen	Material of sink: Stainless steel. Material of water supply system: Please refer to “3.(j) Water Supply” below. Material and finishes of kitchen cabinet: Wooden kitchen cabinet with decorative door panels. Type of other fittings and equipments: – Open Kitchen: Chrome-plated sink mixer, cooking hobs, cooker hood, refrigerator, microwave oven, washer/dryer, electrical water heater, sprinkler heads and smoke detector. – Enclosed Kitchen: Chrome-plated sink mixer, cooking hobs, cooker hood, refrigerator, microwave oven, washer/dryer, gas water heater and exhaust fan. Please refer to “6. Appliances Schedule” below for brand name and model number of appliances.
(d) Bedroom	No fittings.
(e) Telephone	Please refer to “Schedule of Mechanical & Electrical Provisions for Residential Property” below for the location and number of connection points.
(f) Aerials	Please refer to “Schedule of Mechanical & Electrical Provisions for Residential Property” below for the location and number of connection points.
(g) Electrical installations	Conduits are partly concealed and partly exposed*. Single phase or three phase electricity supply with miniature circuit breakers distribution board and residual-current device are provided. Please refer to “Schedule of Mechanical & Electrical Provisions for Residential Property” below for the location and number of power points and air conditioner points. *Note: Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Some of the exposed conduits may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.
(h) Gas supply	Town gas supply pipes are installed at kitchen and connected to gas hob and gas water heater (except for open kitchen).
(i) Washing machine connection point	Washing machine connection point is located in the kitchen and open kitchen. Water inlet of a design of 22mm in diameter and water outlet of a design of 40mm in diameter are provided.

Note: 4/F, 13/F and 14/F are omitted.

3. 室內裝置	
細項	描述
(c) 廚房	洗滌盆的用料：不銹鋼。 供水系統的用料：請參閱下文「3.(j) 供水」一欄。 廚櫃的用料及裝修物料：木製廚櫃配飾面門。 所有其他裝置及設備的類型： – 開放式廚房：鍍鉻水龍頭、煮食爐、抽油煙機、雪櫃、微波爐、洗衣 / 乾衣機、電熱水爐、消防花灑及消防煙霧偵測器。 – 獨立式廚房：鍍鉻水龍頭、煮食爐、抽油煙機、雪櫃、微波爐、洗衣 / 乾衣機、煤氣熱水爐及抽氣扇。 設備之品牌名稱及產品型號，請參閱下文「6. 設備說明表」。
(d) 睡房	沒有裝置。
(e) 電話	接駁點的位置及數目，請參閱下文「住宅單位機電裝置數量說明表」。
(f) 天線	接駁點的位置及數目，請參閱下文「住宅單位機電裝置數量說明表」。
(g) 電力裝置	導管是部分隱藏及部分外露*。提供單相或三相供電並備有總電掣箱及微型斷路器。 電插座及空調機接駁點的位置及數目，請參閱下文「住宅單位機電裝置數量說明表」。 * 備註：除部分隱藏於混凝土內之導管外，其他部分的導管均為外露。外露的導管可能被假天花、假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料遮蓋或掩藏。
(h) 氣體供應	廚房裝有煤氣喉，接駁至煤氣煮食爐及煤氣熱水爐（開放式廚房之單位除外）。
(i) 洗衣機接駁點	洗衣機接駁點設於廚房及開放式廚房。備有設計為直徑 22 毫米的來水位及設計為直徑 40 毫米的排水位。

備註：不設 4 樓、13 樓及 14 樓。

3. Interior Fittings	
Item	Description
(j) Water supply	Copper pipes with thermal insulation are used for cold and hot water supply. uPVC pipes are used for flushing water supply system. Water pipes are partly concealed and partly exposed**. Hot water supply is available. **Note: Other than those parts of the pipes concealed within concrete trench, the rest of them are exposed. Some of the exposed pipes may be covered or hidden by false ceilings, bulkheads, cabinets, claddings, non-concrete walls, pipe ducts or other materials.

4. Miscellaneous	
Item	Description
(a) Lifts	“OTIS” lifts (model no. GeN2-Regen). 2 nos. of lifts to serve Tower 1A at B/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-17/F. 2 nos. of lifts to serve Tower 1B at B/F, G/F, 1/F-3/F, 5/F-12/F, 15/F-17/F.
(b) Letter box	Stainless steel letter box.
(c) Refuse collection	Refuse storage and material recovery box are provided in the common area of each residential floor of towers. Refuse will be collected by cleaner and handle at refuse storage and material recovery room at B/F for removal by refuse vehicle.
(d) Water meter, electricity meter and gas meter	Separate water meter for each residential unit is provided at the common Water Meter Cabinet on respective residential floor. Separate electricity meter for each residential unit is provided at the common Electricity Meter Room or Electricity Meter Cabinet on respective residential floor. Location for the installation of separate gas meter reserved at kitchen of each unit.

5. Security Facilities	
Item	Description
Security System and Equipment	CCTV cameras are provided along boundary fence wall of the Phase, Phase entrance, inside G/F entrance lobby of Towers A and B of each tower, inside B/F lobby, all lift car cages, carpark entrance and carpark, and connect to the caretaker’s quarters. Video door phone handset is provided at each residential unit. Visitor intercom panels are provided at G/F caretaker’s quarter. Smart card access control system is provided.

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

3. 室內裝置	
細項	描述
(j) 供水	熱水及冷水喉採用配有隔熱絕緣體保護之銅喉。沖廁供水系統採用膠喉管。水管是部分隱藏部分外露**。 有熱水供應。 ** 備註：除部分隱藏於混凝土坑內之水管外，其他部分的水管均為外露。外露的水管可能被假天花、假陣、櫃、飾面板、非混凝土牆、管道槽或其他物料遮蓋或掩藏。

4. 雜項	
細項	描述
(a) 升降機	「OTIS」升降機 (產品型號：GeN2-Regen)。 2 部升降機可到達第 1A 座地庫層、地面層、1 樓至 3 樓、5 樓至 12 樓及 15 樓至 17 樓。 2 部升降機可到達第 1B 座地庫層、地面層、1 樓至 3 樓、5 樓至 12 樓及 15 樓至 17 樓。
(b) 信箱	不銹鋼信箱。
(c) 垃圾收集	垃圾儲存及物料回收箱位於大廈每層之公用地方，由清潔工人收集垃圾並於地庫之垃圾及物料回收房收集處理，由垃圾車運走。
(d) 水錶、電錶及氣體錶	每戶之獨立水錶設於大廈住宅樓層之公共水錶槽。 每戶之獨立電錶設於大廈住宅樓層之公共電錶房/電錶槽。 每戶廚房內預留安裝獨立氣體錶之位置。

5. 保安設施	
細項	描述
保安系統及設備	閉路電視鏡頭裝設於期數的沿邊界之圍牆、期數入口、每座之 A 座及 B 座的地面層入口大堂內、地庫層大堂內、所有升降機內、停車場入口及停車場，並於保安員崗位監控。每個住宅單位均設有視像對講機。地面層保安員崗位設有訪客對講機系統。提供智能卡出入保安系統。

賣方承諾如該期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

6. APPLIANCES SCHEDULE

6. 設備說明表

Tower 1A 第 1A 座				1/F 1 樓						2/F–16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Appliances 設備	Brand name 品牌名稱	Model Number 型號	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Living Room & Dining Room 客廳及飯廳	Videophone 視像對講機	AURINE 冠林	UD-E4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASWA24LFCA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓
			ASHA18GACH	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
Master Bedroom 主人睡房	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA12LACM	–	✓	–	/	–	–	–	✓	–	/	–	–	–	–	/	–	–
			ASHA07GACH	–	–	–	/	–	–	–	–	–	/	–	–	–	✓	/	–	–
			ASHA14GACH	–	–	–	/	–	–	–	–	–	/	–	–	–	✓	/	–	–
			ASHA18LACM	–	–	✓	/	–	–	–	–	✓	/	–	–	–	–	/	–	–
			ASWG09LMCA	–	–	–	/	✓	✓	–	–	–	/	✓	✓	–	–	/	✓	✓
			ASWG12LMCA	✓	–	–	/	–	–	✓	–	–	/	–	–	–	–	/	–	–
			ASWG18LFCA	–	–	–	/	–	–	–	–	–	/	–	–	✓	–	/	–	–
Bedroom 1 睡房 1	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA09LACM	–	✓	✓	/	/	/	–	✓	✓	/	/	/	–	–	/	/	/
			ASWG09LMCA	✓	–	–	/	/	/	✓	–	–	/	/	/	✓	–	/	/	/
			ASHA09GACH	–	–	–	/	/	/	–	–	–	/	/	/	–	✓	/	/	/
Bedroom 2 睡房 2	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA09GACH	–	/	/	/	/	/	–	/	/	/	/	/	–	✓	/	/	/
			ASWG09LMCA	✓	/	/	/	/	/	✓	/	/	/	/	/	✓	–	/	/	/
Store 儲物室	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA07GACH	/	/	/	/	/	/	/	/	/	/	/	/	–	✓	/	/	/
Air Conditioner Platform / Flat Roof 冷氣機平台/平台	Split Type Air-Conditioner (Outdoor Unit) 分體式空調機 (室外機)	General 珍寶	AJH040LCLAH	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
			AJH045LCLAH	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
			AOHA24LAT3	–	✓	✓	–	–	–	–	✓	✓	–	–	–	–	–	–	–	–
			AOWG09LMCA	✓	–	–	–	✓	✓	✓	–	–	–	✓	✓	✓	–	–	✓	✓
			AOWG12LMCA	✓	–	–	–	–	–	✓	–	–	–	–	–	–	–	–	–	–
			AOWG18LFC	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–	–
			AOWR24LFL	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓
Kitchen / Open Kitchen 廚房/開放式廚房	Cooker Hood 抽油煙機	Siemens 西門子	LI46631GB	–	–	–	✓	–	–	–	–	–	✓	–	–	–	–	✓	–	–
			LI46931GB	✓	✓	✓	–	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	–	✓	✓
	Exhaust Fan 抽氣扇	OSTBERG	LPK100A	✓	✓	✓	–	–	–	✓	✓	✓	–	–	–	✓	✓	–	–	–
	Gas Cooking Hob 煤氣煮食爐	Siemens 西門子	ER326BB90X & ER326AB92X	✓	–	–	–	–	–	✓	–	–	–	–	–	✓	✓	–	–	–
	Induction Hob 電磁爐	Siemens 西門子	EH675MR17E	–	✓	✓	–	✓	✓	–	✓	✓	–	✓	✓	–	–	–	✓	✓
			EH375ME11E	–	–	–	✓	–	–	–	–	–	✓	–	–	–	–	✓	–	–

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note:

- 4/F, 13/F and 14/F are omitted.
- The symbol “–” as shown in the above table denotes “Not provided”.
- The symbol “/” as shown in the above table denotes “Not applicable”.

備註：

- 不設 4 樓、13 樓及 14 樓。
- 上表 “–” 代表不提供。
- 上表 “/” 代表不適用。

6. APPLIANCES SCHEDULE

6. 設備說明表

Tower 1A 第 1A 座				1/F 1 樓						2/F–16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Appliances 設備	Brand name 品牌名稱	Model Number 型號	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Kitchen / Open Kitchen 廚房/開放式廚房	Microwave Oven 微波爐	Siemens 西門子	HF15M564HK	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓
	Microwave Combi Oven 微波焗爐	Siemens 西門子	CM656GBS1B	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
	Steam Oven 電蒸爐	Siemens 西門子	CD634GBS1	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
	Electric Water Heater 電熱水爐	STIEBEL ELTRON 斯寶亞創	DHM6	–	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	✓	–	–	✓	✓	✓
	Gas Water Heater 煤氣熱水爐	TGC	TNJWT161TFL	✓	–	–	–	–	–	✓	–	–	–	–	–	–	–	–	–	–
			TNJWT221TFL & TNJWT161TFQL	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
	Refrigerator 雪櫃	Philco 飛歌	PBF320NF	✓	✓	✓	–	–	–	✓	✓	✓	–	–	–	–	–	–	–	–
		Rosieres	RBP164	–	–	–	✓	✓	✓	–	–	–	✓	✓	✓	–	–	✓	✓	✓
		Siemens 西門子	KI34NP60HK	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
	Washer / Dryer 洗衣/乾衣機	Philco 飛歌	PAS1268EH	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓
		Siemens 西門子	WK14D320GB	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
Master Bathroom 主人浴室	Exhaust Fan 抽氣扇	KDK	15WHC08	/	/	/	/	/	/	/	/	/	/	/	/	✓	✓	/	/	/
Bathroom 1 浴室 1	Electric Water Heater 電熱水爐	STIEBEL ELTRON 斯寶亞創	DHE 21 SLI	–	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	✓	–	–	✓	✓	✓
	Exhaust Fan 抽氣扇	KDK	15WHC08	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Water Closet 洗手間	Exhaust Fan 抽氣扇	KDK	15WHC08	/	/	/	/	/	/	/	/	/	/	/	/	/	✓	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note:

- 4/F, 13/F and 14/F are omitted.
- The symbol “–” as shown in the above table denotes “Not provided”.
- The symbol “/” as shown in the above table denotes “Not applicable”.

備註：

- 不設 4 樓、13 樓及 14 樓。
- 上表 “–” 代表不提供。
- 上表 “/” 代表不適用。

6. APPLIANCES SCHEDULE

6. 設備說明表

Tower 1B 第 1B 座				1/F 1 樓						2/F–16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Appliances 設備	Brand name 品牌名稱	Model Number 型號	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Living Room & Dining Room 客廳及飯廳	Videophone 視像對講機	AURINE 冠林	UD-E4	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASWA24LFCA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓
			ASHA18GACH	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
Master Bedroom 主人睡房	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA12LACM	–	✓	–	/	–	–	–	✓	–	/	–	–	–	–	/	–	–
			ASHA07GACH	–	–	–	/	–	–	–	–	–	/	–	–	–	✓	/	–	–
			ASHA14GACH	–	–	–	/	–	–	–	–	–	/	–	–	–	✓	/	–	–
			ASHA18LACM	–	–	✓	/	–	–	–	–	✓	/	–	–	–	–	/	–	–
			ASWG09LMCA	–	–	–	/	✓	✓	–	–	–	/	✓	✓	–	–	/	✓	✓
			ASWG12LMCA	✓	–	–	/	–	–	✓	–	–	/	–	–	–	–	/	–	–
			ASWG18LFCA	–	–	–	/	–	–	–	–	–	/	–	–	✓	–	/	–	–
Bedroom 1 睡房 1	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA09LACM	–	✓	✓	/	/	/	–	✓	✓	/	/	/	–	–	/	/	/
			ASWG09LMCA	✓	–	–	/	/	/	✓	–	–	/	/	/	✓	–	/	/	/
			ASHA09GACH	–	–	–	/	/	/	–	–	–	/	/	/	–	✓	/	/	/
Bedroom 2 睡房 2	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA09GACH	–	/	/	/	/	/	–	/	/	/	/	/	–	✓	/	/	/
			ASWG09LMCA	✓	/	/	/	/	/	✓	/	/	/	/	/	✓	–	/	/	/
Store 儲物室	Split Type Air-Conditioner (Indoor Unit) 分體式空調機 (室內機)	General 珍寶	ASHA07GACH	/	/	/	/	/	/	/	/	/	/	/	/	–	✓	/	/	/
Air Conditioner Platform / Flat Roof 冷氣機平台/平台	Split Type Air-Conditioner (Outdoor Unit) 分體式空調機 (室外機)	General 珍寶	AJH040LCLAH	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
			AJH045LCLAH	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
			AOHA24LAT3	–	✓	✓	–	–	–	–	✓	✓	–	–	–	–	–	–	–	–
			AOWG09LMCA	✓	–	–	–	✓	✓	✓	–	–	–	✓	✓	✓	–	–	✓	✓
			AOWG12LMCA	✓	–	–	–	–	–	✓	–	–	–	–	–	–	–	–	–	–
			AOWG18LFC	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–	–
			AOWR24LFL	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	✓	✓	✓
Kitchen / Open Kitchen 廚房/開放式廚房	Cooker Hood 抽油煙機	Siemens 西門子	LI46631GB	–	–	–	✓	–	–	–	–	–	✓	–	–	–	–	✓	–	–
			LI46931GB	✓	✓	✓	–	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	–	✓	✓
	Exhaust Fan 抽氣扇	OSTBERG	LPK100A	✓	✓	✓	–	–	–	✓	✓	✓	–	–	–	✓	✓	–	–	–
	Gas Cooking Hob 煤氣煮食爐	Siemens 西門子	ER326BB90X & ER326AB92X	✓	–	–	–	–	–	✓	–	–	–	–	–	✓	✓	–	–	–
	Induction Hob 電磁爐	Siemens 西門子	EH675MR17E	–	✓	✓	–	✓	✓	–	✓	✓	–	✓	✓	–	–	–	✓	✓
			EH375ME11E	–	–	–	✓	–	–	–	–	–	✓	–	–	–	–	✓	–	–

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note:

- 4/F, 13/F and 14/F are omitted.
- The symbol “–” as shown in the above table denotes “Not provided”.
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備註：

- 不設 4 樓、13 樓及 14 樓。
- 上表 “–” 代表不提供。
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6. APPLIANCES SCHEDULE

6. 設備說明表

Tower 1B 第 1B 座				1/F 1 樓						2/F–16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Appliances 設備	Brand name 品牌名稱	Model Number 型號	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Kitchen / Open Kitchen 廚房/開放式廚房	Microwave Oven 微波爐	Siemens 西門子	HF15M564HK	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓
	Microwave Combi Oven 微波焗爐	Siemens 西門子	CM656GBS1B	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
	Steam Oven 電蒸爐	Siemens 西門子	CD634GBS1	–	–	–	–	–	–	–	–	–	–	–	–	–	✓	–	–	–
	Electric Water Heater 電熱水爐	STIEBEL ELTRON 斯寶亞創	DHM6	–	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	✓	–	–	✓	✓	✓
	Gas Water Heater 煤氣熱水爐	TGC	TN JW161TFL	✓	–	–	–	–	–	✓	–	–	–	–	–	–	–	–	–	–
			TN JW221TFL & TN JW161TFQL	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
	Refrigerator 雪櫃	Philco 飛歌	PBF320NF	✓	✓	✓	–	–	–	✓	✓	✓	–	–	–	–	–	–	–	–
		Rosieres	RBP164	–	–	–	✓	✓	✓	–	–	–	✓	✓	✓	–	–	✓	✓	✓
		Siemens 西門子	KI34NP60HK	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
	Washer / Dryer 洗衣/ 乾衣機	Philco 飛歌	PAS1268EH	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	–	–	✓	✓	✓
		Siemens 西門子	WK14D320GB	–	–	–	–	–	–	–	–	–	–	–	–	✓	✓	–	–	–
Master Bathroom 主人浴室	Exhaust Fan 抽氣扇	KDK	15WHC08	/	/	/	/	/	/	/	/	/	/	/	/	✓	✓	/	/	/
Bathroom 1 浴室 1	Electric Water Heater 電熱水爐	STIEBEL ELTRON 斯寶亞創	DHE 21 SLI	–	✓	✓	✓	✓	✓	–	✓	✓	✓	✓	✓	–	–	✓	✓	✓
	Exhaust Fan 抽氣扇	KDK	15WHC08	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Water Closet 洗手間	Exhaust Fan 抽氣扇	OSTBERG	LPK100A	/	/	/	/	/	/	/	/	/	/	/	/	/	✓	/	/	/

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Note:

- 1. 4/F, 13/F and 14/F are omitted.
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備註：

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

Tower 1A 第 1A 座			1/F 1 樓						2/F–16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room, Dining Room & Corridor 客廳、飯廳及走廊	TV/ FM Connection Point 電視／電台天線接駁點		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Connection Point 電話接駁點		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13A 雙位電插座		3	2	2	3	3	3	3	2	2	3	3	3	3	4	3	3	3
	13A Single Socket Outlet 13A 單位電插座		–	–	–	1	–	–	–	–	–	1	–	–	–	–	1	–	–
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1
	Lighting Point 燈位		5	5	5	5	6	5	5	5	5	5	6	5	5	6	5	6	5
	T5 Fluorescent Tube (In Light Trough) T5 光管 (燈槽內)		–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1
	Lighting Switch 燈掣		13	12	12	10	10	10	13	12	12	10	10	10	12	12	10	10	10
	Equipment Switch 設備開關		3	5	5	3	3	3	3	5	5	3	3	3	3	4	3	3	3
	Door Bell 門鈴		–	–	–	1	–	–	–	–	–	1	–	–	–	–	1	–	–
	Videophone 視像對講機		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Miniature Circuit Breakers Board 總電掣箱	–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1
	Smoke Detector 煙霧感應器		–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1
	Fused Spur Unit For Spare 菲士接線座供備用		–	–	–	1	–	–	–	–	–	1	–	–	–	–	1	–	–
		Main Water Supply Valve 總食水掣	–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1

Note:

1. 4/F, 13/F and 14/F are omitted.

2. The symbol “–” as shown in the above table denotes “Not provided”.

3. The symbol “/” as shown in the above table denotes “Not applicable”.

備註：

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

Tower 1A 第 1A 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Master Bedroom 主人睡房	TV/ FM Connection Point 電視／電台天線接駁點		1	1	1	/	1	1	1	1	1	/	1	1	1	2	/	1	1
	Telephone Connection Point 電話接駁點		1	1	1	/	1	1	1	1	1	/	1	1	1	1	/	1	1
	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	/	2	2	2	2	2	/	2	2	2	3	/	2	2
	13A Single Socket Outlet 13A 單位電插座		-	-	1	/	-	-	-	-	1	/	-	-	-	-	/	-	-
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	1	1	/	1	1	1	1	1	/	1	1	1	2	/	1	1
	Lighting Point 燈位		2	1	1	/	1	1	2	1	1	/	1	1	2	3	/	1	1
	Lighting Switch 燈掣		1	1	1	/	1	1	1	1	1	/	1	1	3	4	/	1	1
		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	-	-	-	/	-	-	-	-	-	/	-	-	-	1	/	-	-
	Equipment Switch 設備開關		1	1	1	/	1	1	1	1	1	/	1	1	2	3	/	1	1
Bedroom 1 睡房 1	TV/ FM Connection Point 電視／電台天線接駁點		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Telephone Connection Point 電話接駁點		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	/	/	/	2	2	2	/	/	/	2	2	/	/	/
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Lighting Point 燈位		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Lighting Switch 燈掣		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Equipment Switch 設備開關		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/

Note:

- 4/F, 13/F and 14/F are omitted.
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SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS FOR RESIDENTAL PROPERTY
住宅單位機電裝置數量說明表

Tower 1A 第 1A 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Bedroom 2 睡房 2	TV/ FM Connection Point 電視／電台天線接駁點		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Telephone Connection Point 電話接駁點		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	2	/	/	/	/	/	2	2	/	/	/
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Lighting Switch 燈掣		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Equipment Switch 設備開關		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
Store 儲物室	13A Twin Socket Outlet 13A 雙位電插座		/	/	/	/	/	/	/	/	/	/	/	/	-	1	/	/	/
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	/	/	/	/	/	/	/	/	/	/	/	/	-	1	/	/	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
	Lighting Switch 燈掣		/	/	/	/	/	/	/	/	/	/	/	/	1	2	/	/	/
	Equipment Switch 設備開關		/	/	/	/	/	/	/	/	/	/	/	/	-	1	/	/	/
	Miniature Circuit Breakers 總電掣箱		/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
	Fused Spur Unit For Spare 菲士接線座供備用		/	/	/	/	/	/	/	/	/	/	/	/	2	2	/	/	/

Note:

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

Tower 1A 第 1A 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Kitchen / Open Kitchen 廚房/開放式廚房	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	1	1	1	2	2	2	1	1	1	2	2	1	1	1
	13A Single Socket Outlet 13A 單位電插座		-	-	-	-	1	1	-	-	-	-	1	1	-	-	-	1	1
	Concealed Type Sprinkler Head 暗藏式花灑頭		-	3	3	3	3	3	-	3	3	3	3	3	-	-	3	3	3
	Equipment Switch 設備開關		-	-	-	1	1	1	-	-	-	1	1	1	-	-	1	1	1
		Equipment Switch 設備開關	-	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Cooker Hood 13A 單位電插座供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Gas Cooking Hub 13A 單位電插座供煤氣煮食爐	2	-	-	-	-	-	2	-	-	-	-	-	2	2	-	-	-
		13A Single Socket Outlet for Microwave Oven 13A 單位電插座供微波爐	1	1	1	1	1	1	1	1	1	1	1	1	-	-	1	1	1
		13A Single Socket Outlet for Refrigerator 13A 單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Washing Machine 13A 單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Steam Oven 13A 單位電插座供電蒸爐	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-
		Fused Power Connection Point for Gas Water Heater 煤氣熱水爐電接駁點	1	-	-	-	-	-	1	-	-	-	-	-	2	2	-	-	-
		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	1	1	1	-	-	-	1	1	1	-	-	-	1	1	-	-	-
		Power Connection Point for Induction Hob 電磁爐供電電位	-	1	1	1	1	1	-	1	1	1	1	1	-	-	1	1	1
		Power Connection Point for Microwave Combi Oven 微波焗爐供電電位	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-
		Main Water Supply Valve 總食水掣	1	-	-	-	-	-	1	-	-	-	-	-	1	1	-	-	-

Note:

- 1. 4/F, 13/F and 14/F are omitted.
- 2. The symbol “-” as shown in the above table denotes “Not provided”.
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備註：

- 1. 不設 4 樓、13 樓及 14 樓。
- 2. 上表 “-” 代表不提供。
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SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS FOR RESIDENTAL PROPERTY
住宅單位機電裝置數量說明表

Tower 1A 第 1A 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Kitchen / Open Kitchen 廚房/開放式廚房		Door Bell 門鈴	1	1	1	-	1	1	1	1	1	-	1	1	1	1	-	1	1
		Miniature Circuit Breakers Board 總電掣箱	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-
		Power Connection Point for 6KW Electric Water Heater 6 千瓦電熱水爐供電電位	-	1	1	1	1	1	-	1	1	1	1	1	-	-	1	1	1
Bathroom 1 浴室 1		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Power Connection Point for 18KW Electric Water Heater 18 千瓦電熱水爐供電電位	-	1	1	1	1	1	-	1	1	1	1	1	-	-	1	1	1
Master Bathroom 主人睡房內之浴室		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
		13A Single Socket Outlet 13A 單位電插座	/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
Water Closet 洗手間		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
Utility Platform 工作平台	Utility Platform Light 工作平台燈		/	/	/	/	/	/	1	/	/	/	/	/	/	/	/	/	/
Air-Conditioner Platform 冷氣機平台	Connection Point for Air-Conditioner Outdoor Unit 室外空調機接駁點		4	2	2	1	2	2	4	2	2	1	2	2	2	-	-	2	2
Staircase 樓梯	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	4	5	/	/	/
	Lighting Switch 燈掣		/	/	/	/	/	/	/	/	/	/	/	/	3	3	/	/	/

Note:

1. 4/F, 13/F and 14/F are omitted.

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

Tower 1A 第 1A 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Balcony 露台	Balcony Light 露台燈		/	/	/	/	/	/	1	1	1	1	1	1	1	/	1	1	1
Flat Roof 平台	13A Weather-proof Single Outlet 13A 防水單位電插座		1	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		1	1	1	1	4	4	/	/	/	/	/	/	/	1	/	/	/
Roof 天台	13A Weather-proof Single Socket Outlet 13A 防水單位插座		/	/	/	/	/	/	/	/	/	/	/	/	2	2	/	/	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	13	15	/	/	/
	Connection Point for Air-Conditioner Outdoor Unit 室外空調機接駁點		/	/	/	/	/	/	/	/	/	/	/	/	2	3	1	/	/

Note:

- 4/F, 13/F and 14/F are omitted.
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SCHEDULE OF MECHANICAL & ELECTRICAL PROVISIONS FOR RESIDENTIAL PROPERTY
住宅單位機電裝置數量說明表

Tower 1B 第 1B 座			1/F 1 樓						2/F–16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room, Dining Room & Corridor 客廳、飯廳及走廊	TV/ FM Connection Point 電視／電台天線插座		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Connection Point 電話插座		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	13A Twin Socket Outlet 13A 雙位電插座		3	2	2	3	3	3	3	2	2	3	3	3	3	4	3	3	3
	13A Single Socket Outlet 13A 單位電插座		–	–	–	1	–	–	–	–	–	1	–	–	–	–	1	–	–
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1
	Lighting Point 燈位		5	5	5	5	6	5	5	5	5	5	6	5	5	6	5	6	5
	T5 Fluorescent Tube (In Light Trough) T5 光管 (燈槽內)		–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1
	Lighting Switch 燈掣		13	12	12	10	10	10	13	12	12	10	10	10	12	12	10	10	10
	Equipment Switch 設備開關		3	5	5	3	3	3	3	5	5	3	3	3	3	4	3	3	3
	Door Bell 門鈴		–	–	–	1	–	–	–	–	–	1	–	–	–	–	1	–	–
	Videophone 視像對講機		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Miniature Circuit Breakers Board 總電掣箱	–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1
	Smoke Detector 煙霧感應器		–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1
	Fused Spur Unit For Spare 菲士接線座供備用		–	–	–	1	–	–	–	–	–	1	–	–	–	–	1	–	–
		Main Water Supply Valve 總食水掣	–	1	1	1	1	1	–	1	1	1	1	1	–	–	1	1	1

Note:

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

Tower 1B 第 1B 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Master Bedroom 主人睡房	TV/ FM Connection Point 電視／電台天線接駁點		1	1	1	/	1	1	1	1	1	/	1	1	1	2	/	1	1
	Telephone Connection Point 電話接駁點		1	1	1	/	1	1	1	1	1	/	1	1	1	1	/	1	1
	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	/	2	2	2	2	2	/	2	2	2	3	/	2	2
	13A Single Socket Outlet 13A 單位電插座		-	-	1	/	-	-	-	-	1	/	-	-	-	-	/	-	-
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	1	1	/	1	1	1	1	1	/	1	1	1	2	/	1	1
	Lighting Point 燈位		2	1	1	/	1	1	2	1	1	/	1	1	2	3	/	1	1
	Lighting Switch 燈掣		1	1	1	/	1	1	1	1	1	/	1	1	3	4	/	1	1
		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	-	-	-	/	-	-	-	-	-	/	-	-	-	1	/	-	-
	Equipment Switch 設備開關		1	1	1	/	1	1	1	1	1	/	1	1	2	3	/	1	1
Bedroom 1 睡房 1	TV/ FM Connection Point 電視／電台天線接駁點		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Telephone Connection Point 電話接駁點		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	/	/	/	2	2	2	/	/	/	2	2	/	/	/
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Lighting Point 燈位		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Lighting Switch 燈掣		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/
	Equipment Switch 設備開關		1	1	1	/	/	/	1	1	1	/	/	/	1	1	/	/	/

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

Tower 1B 第 1B 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Bedroom 2 睡房 2	TV/ FM Connection Point 電視／電台天線接駁點		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Telephone Connection Point 電話接駁點		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	13A Twin Socket Outlet 13A 雙位電插座		2	/	/	/	/	/	2	/	/	/	/	/	2	2	/	/	/
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Lighting Point 燈位		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Lighting Switch 燈掣		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
	Equipment Switch 設備開關		1	/	/	/	/	/	1	/	/	/	/	/	1	1	/	/	/
Store 儲物室	13A Twin Socket Outlet 13A 雙位電插座		/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
		Connection Point for Air-Conditioner Indoor Unit 室內空調機接駁點	/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
	Lighting Switch 燈掣		/	/	/	/	/	/	/	/	/	/	/	/	1	2	/	/	/
	Equipment Switch 設備開關		/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
	Fused Spur Unit For Spare 菲士接線座供備用		/	/	/	/	/	/	/	/	/	/	/	/	2	2	/	/	/
	Miniature Circuit Breakers 總電掣箱		/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/

Note:

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

Tower 1B 第 1B 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Kitchen / Open Kitchen 廚房/開放式廚房	13A Twin Socket Outlet 13A 雙位電插座		2	2	2	1	1	1	2	2	2	1	1	1	2	2	1	1	1
	13A Single Socket Outlet 13A 單位電插座		-	-	-	-	1	1	-	-	-	-	1	1	-	-	-	1	1
	Concealed Type Sprinkler Head 暗藏式花灑頭		-	3	3	3	3	3	-	3	3	3	3	3	-	-	3	3	3
	Equipment Switch 設備開關		-	-	-	1	1	1	-	-	-	1	1	1	-	-	1	1	1
		Equipment Switch 設備開關	-	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Cooker Hood 13A 單位電插座供抽油煙機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Gas Cooking Hub 13A 單位電插座供煤氣煮食爐	2	-	-	-	-	-	2	-	-	-	-	-	2	2	-	-	-
		13A Single Socket Outlet for Microwave Oven 13A 單位電插座供微波爐	1	1	1	1	1	1	1	1	1	1	1	1	-	-	1	1	1
		13A Single Socket Outlet for Refrigerator 13A 單位電插座供雪櫃	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Washing Machine 13A 單位電插座供洗衣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet for Steam Oven 13A 單位電插座供電蒸爐	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-
		Fused Power Connection Point for Gas Water Heater 煤氣熱水爐電接駁點	1	-	-	-	-	-	1	-	-	-	-	-	2	2	-	-	-
		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	1	1	1	-	-	-	1	1	1	-	-	-	1	1	-	-	-
		Power Connection Point for Induction Hob 電磁爐供電電位	-	1	1	1	1	1	-	1	1	1	1	1	-	-	1	1	1
		Power Connection Point for Microwave Combi Oven 微波焗爐供電電位	-	-	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-

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

Tower 1B 第 1B 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Kitchen / Open Kitchen 廚房/開放式廚房		Main Water Supply Valve 總食水掣	1	-	-	-	-	-	1	-	-	-	-	-	1	1	-	-	-
		Door Bell 門鈴	1	1	1	-	1	1	1	1	1	-	1	1	1	1	-	1	1
		Miniature Circuit Breakers Board 總電掣箱	1	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-
		Power Connection Point for 6KW Electric Water Heater 6 千瓦電熱水爐供電電位	-	1	1	1	1	1	-	1	1	1	1	1	-	-	1	1	1
Bathroom 1 浴室 1		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		13A Single Socket Outlet 13A 單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Power Connection Point for 18KW Electric Water Heater 18 千瓦電熱水爐供電電位	-	1	1	1	1	1	-	1	1	1	1	1	-	-	1	1	1
Master Bathroom 主人睡房內之浴室		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
		13A Single Socket Outlet 13A 單位電插座	/	/	/	/	/	/	/	/	/	/	/	/	1	1	/	/	/
Water Closet 洗手間		Fused Power Connection Point for Exhaust Fan 有菲士抽氣扇電接駁點	/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	/	1	/	/	/
Utility Platform 工作平台	Utility Platform Light 工作平台燈		/	/	/	/	/	/	1	/	/	/	/	/	/	/	/	/	/
Air-Conditioner Platform 冷氣機平台	Connection Point for Air-Conditioner Outdoor Unit 室外空調機接駁點		4	2	2	1	2	2	4	2	2	1	2	2	2	-	-	2	2

Note:

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備註：

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

Tower 1B 第 1B 座			1/F 1 樓						2/F-16/F 2 樓至16 樓						17/F 17 樓				
Location 位置	Exposed Type 外露形	Non-exposed Type 非外露形	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E
Staircase 樓梯	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	4	5	/	/	/
	Lighting Switch 燈掣		/	/	/	/	/	/	/	/	/	/	/	/	3	3	/	/	/
Balcony 露台	Balcony Light 露台燈		/	/	/	/	/	/	1	1	1	1	1	1	1	/	1	1	1
Flat Roof 平台	13A Weather-proof Single Socket Outlet 13A 防水單位電插座		1	1	1	1	1	1	/	/	/	/	/	/	/	/	/	/	/
	Lighting Point 燈位		5	1	1	1	4	4	/	/	/	/	/	/	/	1	/	/	/
Roof 天台	13A Weather-proof Single Socket Outlet 13A 防水單位電插座		/	/	/	/	/	/	/	/	/	/	/	/	2	2	/	/	/
	Lighting Point 燈位		/	/	/	/	/	/	/	/	/	/	/	/	10	15	/	/	/
	Connection Point for Air-Conditioner Outdoor Unit 室外空調機接駁點		/	/	/	/	/	/	/	/	/	/	/	/	2	3	1	/	/

Note:

- 4/F, 13/F and 14/F are omitted.
- The symbol “-” as shown in the above table denotes “Not provided”.
- The symbol “/” as shown in the above table denotes “Not applicable”.

備註：

- 不設 4 樓、13 樓及 14 樓。
- 上表 “-” 代表不提供。
- 上表 “/” 代表不適用。



SERVICE AGREEMENTS 服務協議

Potable and flushing water is supplied by Water Supplies Department.

Electricity is supplied by CLP Power Hong Kong Limited.

Towngas is supplied by The Hong Kong and China Gas Company Limited.

食水及沖廁水由水務署供應。

電力由中華電力有限公司供應。

煤氣由香港中華煤氣有限公司供應。



GOVERNMENT RENT 地稅

The owner of a specified residential property is liable for the Government rent payable for that specified residential property up to and including the date of completion of the sale and purchase of that specified residential property.

指明住宅物業擁有人有法律責任繳付該指明住宅物業直至該指明住宅物業買賣完成日(包括該日)為止之地稅。

MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

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

Remark:

1. The Purchaser shall in fact pay the deposits for water, electricity and gas to the manager of the Phase.
2. The Purchaser shall in fact pay the debris removal fee to the manager of the Phase.

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

備註：

1. 買方事實上須向期數的管理人支付水、電力及氣體的按金。
2. 買方事實上須向期數的管理人支付清理廢料的費用。

DEFECT LIABILITY WARRANTY PERIOD 欠妥之處的保養責任期

Defects liability warranty period for the specified residential properties and the fittings, finishes and appliances as provided in the agreement for sale and purchase is within six (6) months from the date of completion of the sale and purchase.

按買賣合約規定，指明住宅物業及買賣合約所列出的裝置、裝修物料及設備之欠妥之處的保養責任期為指明住宅物業之成交日期起計為期六 (6) 個月內。

1. The Land Grant requires the owners of the residential properties in the Development to maintain slopes at their own cost.

Special Conditions No. (44) of the Land Grant stipulates that:-

- “(44)(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, landslide or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government’s rights under these Conditions, in particular Special Condition No. (43) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslide or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslide or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslide or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

2. Each of the owners is obliged to contribute towards the costs of the maintenance work.
3. The plan showing the slopes and any retaining wall or related structures constructed, or to be constructed, within or outside the land on which the Development is situated is set out on page BC2.
4. Owner’s undertaking to maintain any slope in relation to the Development at the owner’s own costs: Not applicable.
5. Under the DMC, the manager of the Development has the owners’ authority to carry out the maintenance work.

1. 批地文件規定，發展項目中的住宅物業的擁有人須自費維修斜坡。

批地文件第 (44) 條批地特別條款訂明：-

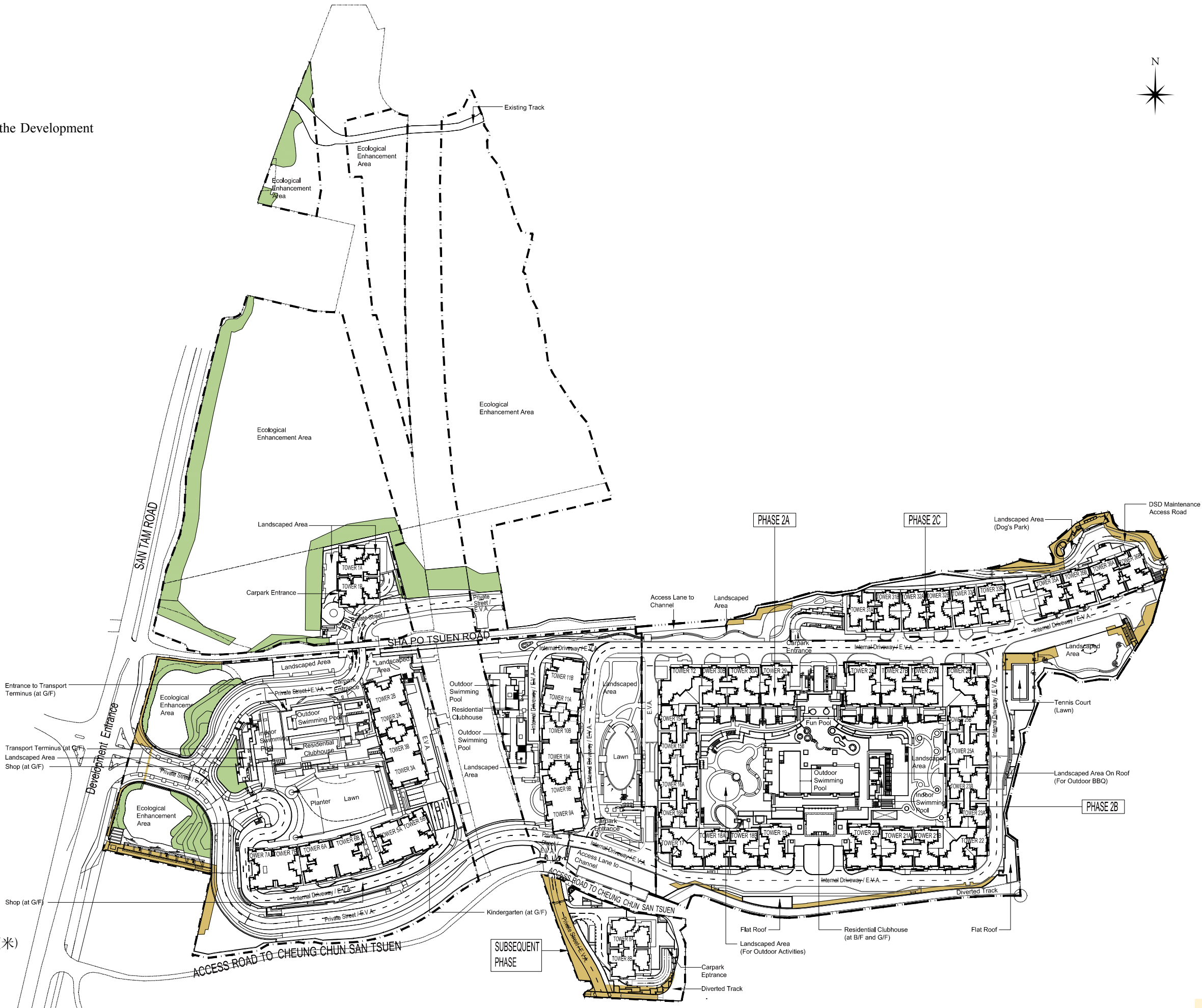
- 「(44)(a) 如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部份的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程，或任何性質的斜坡處理工程，或此等「批地條款」規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承防護結構、排水或附屬或其他工程，以保護和支撐該地段內的土地以及任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應時刻在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承防護結構、排水、輔助工程或其他工程，以保持其維修充足及狀態良好，令「署長」滿意。
- (b) 本批地特別條款 (a) 款之規定概毋損此等「批地條款」賦予「政府」的各項權利，其中特別以「批地文件」第 (43) 條批地特別條款所訂者為要。
- (c) 無論何時如因「承批人」執行的平整、水準測量、發展事宜或其他工程或任何其他事故導致或引致滑土、山泥傾瀉或地陷，不論是源於該地段範圍內任何土地或毗鄰或毗連「政府」官地或批租土地，「承批人」亦須自費還原及修復以令「署長」滿意，並向「政府」、其代理及承辦商作出賠償所有由此引起、招致或蒙受的費用、收費、損害、索求及索償。
- (d) 「署長」一除可就此等「批地條款」的違約事件行使本文訂明的任何其他權利或補償權外，並有權發出書面通知要求「承批人」進行、建造及維修上述土地、斜坡處理工程、護土牆或其他支承防護結構、排水或附屬或其他工程，又或還原及修復任何土地滑土、山泥傾瀉或地陷；又或如「承批人」疏忽或不按照通知於通知指定期限內以「署長」滿意的方式採取措施，「署長」可即時執行及進行任何必要工程，「承批人」須在「政府」通知時償付相關的費用，以及任何行政及專業費用與收費。」

2. 每名擁有人均須分擔維修工程項目的費用。
3. BC2 頁顯示斜坡及已經或將會在該土地之內或之外建造的任何護土牆或有關構築物的圖則。
4. 擁有人自費就發展項目維修任何斜坡的承諾：不適用。
5. 根據公契發展項目的管理人獲擁有人授權進行維修工程。

Slope and Retaining Wall Plan
斜坡及護土牆的圖則

- 發展項目期數的分界線
Boundary Line for Phases of the Development
- 斜坡
Slope
- 護土牆
Retaining Wall

Scale比例：0 50 100M(米)



Legend of Terms and Abbreviations used on Slope and Retaining Wall Plan
斜坡及護土牆的圖則中所使用的名詞及簡稱之圖例

Access Lane to Channel = 道路通往隧道
ACCESS ROAD TO CHEUNG CHUN SAN TSUEN = 道路通往長春新村
Carpark Entrance = 停車場出入口
Clubhouse (at B/F and G/F) = 會所 (於地庫及地下)
DSD Maintenance Access Road = Drainage Services Department Maintenance Access Road = 渠務署維修通道
Development Entrance = 發展項目的入口
Diverted Track = 改道道路
E.V.A. = Emergency Vehicular Access = 緊急車輛通道
Ecological Enhancement Area = 生態保育區
Entrance to Transport Terminus (at G/F) = 交通總匯出入口 (於地下)
Existing Track = 現有道路
Flat Roof = 平台
Fun Pool = 嬉水池
Indoor Swimming Pool = 室內游泳池
Internal Driveway = 內部車道
Kindergarten (at G/F) = 幼稚園 (於地下)
Landscaped Area = 園景區
Landscaped Area (Dog's Park) = 園景區 (狗公園)
Landscaped Area On Roof (For Outdoor BBQ) = 天台之園景區 (供戶外燒烤)
Landscaped Area (For Outdoor Activities) = 園景區 (供戶外活動)
Lawn = 草坪
Outdoor Swimming Pool = 室外游泳池
Phase 2A = 第 2A 期
Phase 2B = 第 2B 期
Phase 2C = 第 2C 期
Planter = 花槽
Private Street = 私家路
Residential Clubhouse = 住客會所
Residential Clubhouse (at B/F and G/F) = 住客會所 (於地庫及地下)
SAN TAM ROAD = 新潭路
SHA PO TSUEN ROAD = 沙埔村路
Shop (at G/F) = 商店 (於地下)
SUBSEQUENT PHASE = 後續期數
Tennis Court (Lawn) = 網球場 (草坪)
TOWER * = 第 * 座
Transport Terminus (at G/F) = 交通總匯 (於地下)



No application to the Government for a modification of the Land Grant for the Phase is underway.

本期數現時並沒有向政府提出申請修訂批地文件。

Northern Link

According to the approved Kam Tin North Outline Zoning Plan No. S/YL-KTN/9 gazetted on 12 December 2014, the area along the Castle Peak Road/Tsing Long Highway covering the proposed Northern Link alignment is zoned “OU” annotated “Railway Reserve”. The exact alignment of the Northern Link has yet to be finalized.

The said area is adjacent to the Development. The enjoyment of the residential properties in the Development is likely to be materially affected by the construction and operation of the Northern Link. The Vendor advises prospective purchasers to read the relevant Outline Zoning Plan and the Government’s and the MTR’s proposals regarding the Northern Link and to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.

Wetland Management Agreement

Wetland Management Agreement dated 5 November 2015 has been made between Bright Strong Limited (as the owner of Section A of Lot No. 1927 in Demarcation District No. 107 and the Lot), the owners of the neighbouring lots (one of whom is Bright Strong Limited) and Supreme Management Services Limited in respect of the management and maintenance of an ecological enhancement area comprising (inter alia) portion within The Remaining Portion of Lot No. 1927 in Demarcation District No. 107, the Wetland within the Lot and portions within the neighbouring lots shown coloured Pink Hatched Blue, Pink, Green and Yellow respectively on the plan annexed to the Wetland Management Agreement (to which the DMC will be subject to).

Under the Wetland Management Agreement, Supreme Management Services Limited is appointed as the manager of the said ecological enhancement area. The Wetland Management Agreement sets out the contribution by each party (other than Supreme Management Services Limited), which will include all owners of the Development, to the costs for management and maintenance of the said ecological enhancement area.

Planning Permission

Planning permission under Application No.A/YL-KTN/118-2 (the “Planning Permission”) was granted by Town Planning Board on 21 September 2012. The Planning Permission covers a comprehensive development area of about 281,796 sq.m. which includes the Lot, neighbouring lots in Demarcation District No. 107 and Government land. Details of the Planning Permission can be obtained via Town Planning Board’s website (<http://www.ozp.tpb.gov.hk>). A copy of the Planning Permission will also be available in the sales office for inspection by prospective purchasers free of charge. For information relating to planning applications submitted in respect of the vicinity of the Development, please visit Town Planning Board’s website (<http://www.ozp.tpb.gov.hk>).

Mitigation measures required by Noise Impact Assessment

According to the noise impact assessment report, noise mitigation measures in the form of solid parapet wall along podium edge, extension of transfer plate, vertical architectural fins, solid balcony, fixed windows with key locks for maintenance only and fixed glazing have been provided in the Development.

Location of the fixed windows and fixed glazing within the residential properties is shown on the approved general building plans and floor plans of residential properties in this sales brochure. Without the approval of Environmental Protection Department, no owner of residential properties shall make or permit or suffer to be made any alteration or modification to the fixed windows and fixed glazing or open the fixed windows and fixed glazing. The fixed windows shall only be opened for maintenance access and not for ventilation purpose. Keys for the fixed windows shall be kept at the management office to ensure the fixed windows are used only for maintenance access.

北環線

根據 2014 年 12 月 12 日憲報公布之錦田北分區計劃大綱核准圖編號 S/YL-KTN/9，一塊沿青山公路/青朗公路伸延、涵蓋擬議北環線路線的土地，劃為「其他指定用途」註明「鐵路專用範圍」地帶。北環線的路線仍有待確定。

該土地鄰近發展項目。北環線的建造及營運相當可能對享用發展項目中的住宅物業造成重大影響。賣方建議準買方閱讀相關分區計劃大綱圖及政府及港鐵關於北環線的計劃，並到發展地盤作實地考察，以對發展項目地盤、其週邊地區環境及附近公共設施有較佳了解。

濕地管理協議

日期為 2015 年 11 月 5 日濕地管理協議由輝強有限公司 (以丈量約份第 107 約第 1927 號地段的 A 段及該地段業主身份)、鄰近地段的業主 (其中一位為輝強有限公司) 與超卓管理服務有限公司簽訂，以管理及維護生態保育區。有關生態保育區包括：丈量約份第 107 約第 1927 號地段的 A 段之部份、該地段內濕地及鄰近地段之部份，分別以粉紅色藍色斜線、粉紅色、綠色及黃色顯示在附於濕地管理協議 (公契將受其約束) 的圖則上顯示。

根據濕地管理協議，超卓管理服務有限公司獲委任為該生態保育區的管理人。濕地管理協議制定各方 (不包括超卓管理服務有限公司)(包括發展項目的所有擁有人) 須就該生態保育區所負責的管理及維護費用。

規劃許可

申請編號 A/YL-KTN/118-2 的規劃許可 (「該規劃許可」) 已於 2012 年 9 月 21 日獲城市規劃委員會批准。該規劃許可涵蓋一個 281,796 平方米的綜合發展區 (包括該地段、位於丈量約分第 107 約內的鄰近地段及政府土地)。關於該規劃許的詳情可於城市規劃委員會的網頁 (<http://www.ozp.tpb.gov.hk>) 獲取。售樓處亦提供該規劃許可的文本讓準買方免費閱覽。有關發展項目周邊地區已遞交的規劃申請的資料，請瀏覽城市規劃委員會的網頁 (<http://www.ozp.tpb.gov.hk>)。

噪音影響評估報告要求的緩解措施

根據噪音影響評估報告，噪音緩解措施包括沿平台邊緣的實心矮牆、延伸轉力台、垂直建築鰭、實心露台、固定窗戶 (附帶只供維護時用的鎖) 及固定玻璃已在發展項目中提供。

位於住宅物業的用作噪音緩解之用的固定窗戶及固定玻璃的位置在經批准的建築圖則及本售樓書內的住宅物業的樓面平面圖上展示。沒有環保署的批准，住宅物業的業主不可作出或允許或忍受他人作出對固定窗戶及固定玻璃的任何改動或變更或開啟固定窗戶及固定玻璃。固定窗戶只可作維護用途進出之用及不可作通風之用。固定窗戶的鎖匙存放於管理處以確保固定窗戶只作維護用途進出之用。

Mitigation measures required by Drainage Impact Assessment

According to drainage impact assessment report approved by Planning Department and Drainage Services Department, necessary drainage measures to alleviate flooding risks at adjoining areas to the Development as approved by the relevant Government authorities have been provided in the Development.

All drainage measures required by the Drainage Impact Assessment and provided in the Development shall be maintained and operated by all owners of the Development at their own expenses.

Operation of Gondola

During necessary maintenance of external walls of all towers arranged by the manager of the Phase, the gondola will be operating in the airspace outside windows and above the garden and flat roof of flats in such towers.

Deed of Grant

According to a Deed of Grant dated 5 November 2015 made between the owners of a neighbouring lot (one of whom is Bright Strong Limited) and Bright Strong Limited (as the owner of the Lot), the owners of the Lot are granted the right of laying of utilities in portion of that neighbouring lot that serve exclusively the Development.

Under the DMC, the owners of the Development shall be responsible for all cost, expense, contribution and payment pursuant to the Deed of Grant for the laying, repair, maintenance, operation, improvement, removal of the utilities laid pursuant to the Deed of Grant that exclusively serve the Development, for so long as the utilities serve the Development.

Communal Aerial Broadcast Distribution System / Lightning rod

The following facilities will be/have been installed at upper roof levels of the Phase:

Description	Location
Communal Aerial Broadcast Distribution System	Upper Roof of Tower 1
Lightning rod	Upper Roof of Tower 1

渠務影響評估報告要求的緩解措施

根據規劃署及渠務署批准的渠務影響評估報告，為減低毗鄰地區發生水浸風險所需的排水措施已按照有關政府當局批准的設計在發展項目中提供。

所有按渠務影響評估報告要求提供及已在發展項目中提供之排水措施必須由發展項目之所有業權擁有人自費維修及維持其運作。

吊船之運作

在發展項目全部座數外牆進行由期數的管理人安排的必需保養期間，吊船會在該座等單位之窗外、花園及平台對上的上空操作。

授予契據

根據一份日期為 2015 年 11 月 5 日由鄰近地段的業主 (其中一位為輝強有限公司)與輝強有限公司 (以該地段業主身份) 簽訂的授予契據，該地段的業主獲授予權利於鄰近地段之部份鋪設只為發展項目之用的公用事業設施。

根據公契，發展項目的業主須承擔根據授予契據為鋪設、維修、保養、營運、改善、移除按授予契據所鋪設的只為發展項目之用的公用事業設施的所有支出、費用、供款及款項，直至發展項目不使用該公用事業設施。

電視公共天線 / 避雷針

此期數上層天台將 / 已裝設下列設施：

說明	位置
電視公共天線	第 1 座上層天台
避雷針	第 1 座上層天台

The address of the website designated by the Vendor for the Phase for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance: www.parkyoho.com/sicilia

賣方為施行《一手住宅物業銷售條例》第 2 部而就期數指定的互聯網網站的網址：www.parkyoho.com/sicilia

Breakdown of GFA Concessions Obtained for All Features

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

		Area (m²)
Disregarded GFA under Building (Planning) Regulations 23(3)(b)		
1. (#)	Carpark and loading/unloading area excluding public transport terminus	1643.372
2.	Plant rooms and similar services	
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, refuse storage and material recovery chamber, etc.	85.664
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc.	648.796
2.3	Non-mandatory or non-essential plant room such as air-conditioning plant room, air handling unit (AHU) room, etc.	20.238
Green Features under Joint Practices Notes 1 and 2		
3.	Balcony	178.694
4.	Wider common corridor and lift lobby	137.376
5.	Communal sky garden	Not Applicable
6.	Acoustic fin	Not Applicable
7.	Wing wall, wind catcher and funnel	Not Applicable
8.	Non-structural prefabricated external wall	105.416
9.	Utility platform	21.000
10.	Noise barrier	4.200
Amenity Features		
11.	Counter, office, store, guard room and lavatory for watchman and management staff, Owners' Corporation Office	16.447
12.	Residential Recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway etc serving solely the recreational facilities	Not Applicable
13.	Covered landscaped and play area	359.939
14.	Horizontal screens/covered walkways, trellis	Not Applicable
15.	Larger lift shaft	72.080
16.	Chimney shaft	Not Applicable
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room.	Not Applicable

		Area (m²)
Amenity Features		
18. (#)	Pipe duct, air duct for mandatory feature or essential plant room	154.878
19.	Pipe duct, air duct for non-mandatory or non-essential plant room	Not Applicable
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature.	Not Applicable
21.	Void in duplex domestic flat and house	Not Applicable
22.	Projections such as air-conditioning box and platform with a projection of more than 750 mm from the external wall.	Not Applicable
Other Exempted Items		
23. (#)	Refuge floor including refuge floor cum sky garden	Not Applicable
24. (#)	Other projections	Not Applicable
25.	Public transport terminus	Not Applicable
26. (#)	Party structure and common staircase	Not Applicable
27. (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA.	64.276
28. (#)	Public passage	Not Applicable
29.	Covered set back area	Not Applicable
Bonus GFA		
30.	Bonus GFA	Not Applicable

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

Estimated Energy Performance or Consumption for the Common Parts of the Phase

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

Part I	
Provision of Central Air Conditioning	YES
Provision of Energy Efficient Features	YES
Energy Efficient Features proposed:	1. Split A/C, VRV, Air Cooled Chiller with High COP 2. IGU Glazing 3. Energy Efficient Lighting Installation (T5 Tube)

Part II : The predicted annual energy use of the proposed building / part of building (Note 1)					
Location	Internal Floor Area Served (m²)	Annual Energy Use of Baseline Building (Note 2)		Annual Energy Use of Proposed Building	
		Electricity kWh/m²/annum	Town Gas/LPG unit/m²/annum	Electricity kWh/m²/annum	Town Gas/LPG unit/m²/annum
Area served by central building services installation (Note 3) (Domestic)	3925.772	167.23	N/A	136.77	N/A
Area served by central building services installation (Note 3) (Non-Domestic – Podium(s))	N/A	N/A	N/A	N/A	N/A

Part III: The following installation(s) are designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD)			
Type of Installations	YES	NO	N/A
Lighting Installations	✓		
Air Conditioning Installations	✓		
Electrical Installations	✓		
Lift & Escalator Installations	✓		
Performance-based Approach	✓		

Notes:

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

獲寬免總樓面面積的設施分項

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

		面積 (平方米)
根據《建築物 (規劃) 條例》第23 (3) (b) 條不計算的總樓面面積		
1. (＃)	停車場及上落客貨地方 (公共交通總站除外)	1643.372
2.	機房及相類設施	
2.1	所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室、垃圾及物料回收房等	85.664
2.2 (＃)	所佔面積不受任何《認可人士、註冊結構工程師及註冊岩土工程師作業備考》或規例限制的強制性設施或必要機房，例如僅供消防裝置及設備佔用的房間、電錶房、電力變壓器房、食水及鹹水缸等	648.796
2.3	非強制性或非必要的機房，例如空調機房、風櫃房等	20.238
根據聯合作業備考第1及第2號提供的環保設施		
3.	露台	178.694
4.	加闊的公用走廊及升降機大堂	137.376
5.	公用空中花園	不適用
6.	隔聲簷	不適用
7.	翼牆、捕風器及風斗	不適用
8.	非結構預製外牆	105.416
9.	工作平台	21.000
10.	隔音屏障	4.200
適意設施		
11.	供保安人員和管理處員工使用的櫃檯、辦公室、儲物室、警衛室和廁所、業主立案法團辦公室	16.447
12.	住宅康樂設施，包括僅供康樂設施使用的中空、機房、游泳池的濾水器機房、有蓋人行道等	不適用
13.	有上蓋的園景區及遊樂場	359.939
14.	橫向屏障/ 有蓋人行道、花棚	不適用
15.	擴大升降機井道	72.080
16.	煙囪管道	不適用
17.	其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	不適用
18.	強制性設施或必要機房所需的管槽、氣槽	154.878
19.	非強制性設施或非必要機房所需的管槽、氣槽	不適用
20.	環保系統及設施所需的機房、管槽及氣槽	不適用
21.	複式住宅單位及洋房的中空	不適用
22.	伸出物，如空調機箱或伸出外牆超過 750 毫米的平台	不適用

		面積 (平方米)
其他項目		
23. (＃)	庇護層，包括庇護層兼空中花園	不適用
24. (＃)	其他伸出物	不適用
25.	公共交通總站	不適用
26. (＃)	共用構築物及樓梯	不適用
27. (＃)	僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	64.276
28. (＃)	公眾通道	不適用
29.	因建築物後移導致的覆蓋面積	不適用
額外總樓面面積		
30.	額外總樓面面積	不適用

註：

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

期數的公用部分的預計能量表現或消耗

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

第 I 部分	
提供中央空調	是
提供具能源效益的設施	是
擬安裝的具能源效益的設施：	1. 分體式冷氣機，可變冷媒流量冷氣機，高效能系數風冷式冷水機組 2. 雙層中空玻璃 3. 節能照明裝置 (T5 光管)

第 II 部分：擬興建樓宇/ 部分樓宇預計每年能源消耗量 (註腳1)：—					
位置	使用有關裝置的內部樓面面積 (平方米)	基線樓宇每年能源消耗量 (註腳 2)		擬興建樓宇每年能源消耗量	
		電力 千瓦小時/ 平方米/年	煤氣/石油氣 用量單位/ 平方米/年	電力 千瓦小時/ 平方米/年	煤氣/石油氣 用量單位/ 平方米/年
有使用中央屋宇裝備裝置 (註腳 3) 的部份 (住用)	3925.772	167.23	N/A	136.77	N/A
有使用中央屋宇裝備裝置 (註腳 3) 的部份 (非住用 - 平台)	N/A	N/A	N/A	N/A	N/A

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DATE OF PRINTING OF SALES BROCHURE 售樓說明書印製日期

Date of printing of this sales brochure: 9 July 2016

本售樓說明書印製日期：2016 年 7 月 9 日



POSSIBLE FUTURE CHANGES 日後可能出現的改變

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

期數及其周邊地區日後可能出現改變。



EXAMINATION RECORD 檢視紀錄

Examination/ Revision Date 檢視/ 修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
13 July 2016 2016 年 7 月 13 日	AC	Revised a typo in information on the phase. 修訂期數的資料的錯字。
23 September 2016 2016 年 9 月 23 日	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
23 December 2016 2016 年 12 月 23 日	AC	Updated the status of the Phase. (Deleted the line that the street number is provisional) 更新期數的狀況。(刪去期數之門牌號數屬臨時一句。)
	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
	AG, AP1, AP2, AP3, AP4, AR6, AR13, AW	The status of the deed of mutual covenant and the appointment status of the manager of the Phase are updated. (The deed of mutual covenant has been executed.) 更新公契的狀況及期數的管理人的委任狀況。(公契已簽立。)
	BE1	Deleted the paragraph “Signalized Junction at the Main Entrance of the Development”. (Completed and accepted by Government departments.) 刪除「位於發展項目正門的訊號管制路口」一段。(已完成及已獲政府部門接納。)
23 March 2017 2017 年 3 月 23 日	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
	AK1	Updated the layout plan of the development and the estimated date of completion of the buildings and facilities. 更新發展項目的布局圖，以及建築物及設施的預計落成日期。
23 June 2017 2017 年 6 月 23 日	AC	Updated the status of the Phase. (Deleted the paragraph about the Phase is a completed development pending compliance.) 更新期數的狀況。(刪去期數屬尚待符合條件的已落成發展項目一段。)
	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
	AK1 & AK2	Updated the layout plan of the development, the estimated date of completion of the buildings and facilities and the legend of terms and abbreviations used on layout plan of the development. 更新發展項目的布局圖、建築物及設施的預計落成日期以及發展項目的布局圖中所使用名詞及簡稱之圖例。
	BC2 & BC3	Updated the slope and retaining wall plan and the legend of terms and abbreviations used on slope and retaining wall plan. 斜坡及護土牆的圖則以及斜坡及護土牆的圖則中所使用的名詞及簡稱之圖例。
	BE2	Added the paragraph on “Satellite Dish Antenna / SMATV Disk / Lightning rod”. 增加「碟形衛星天線 / 衛星電視公共天線 / 避雷針」一段。
	BJ	Deleted the section of “Information required to be set out by the Director of Lands under consent scheme”. (As the consent to assign of the Phase has been issued.) 刪除「按地政總署署長同意方案要求列出的資料」的章節。(由於期數的轉讓同意書經已發出。)

Examination/ Revision Date 檢視/ 修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
22 September 2017 2017 年 9 月 22 日	AB1-AB6	Updated the notes to purchasers of first-hand residential properties. 更新一手住宅物業買家須知。
	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
	AI1, AI2 & AI3	Added the latest aerial photographs of the phase on pages AI1 & AI2 and keep the previous aerial photograph of the phase as page AI3. 於 AI1 及 AI2 頁加入最新的期數的鳥瞰照片，並保留早前之期數的鳥瞰照片於 AI3 頁。
	AK1	Updated the estimated date of completion of the buildings and facilities. 更新建築物及設施的預計落成日期。
22 December 2017 2017 年 12 月 22 日	AD	Updated the firm of solicitors acting for the owner in relation to the sale of the residential properties in the Phase. (Deleted Winston Chu & Company) 更新就期數中的住宅物業的出售而代表擁有人行事的律師事務所。(刪去徐嘉慎律師事務所)
	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
	AI	Updated the aerial photograph of the phase. 更新期數的鳥瞰照片。
	AK1	Updated the estimated date of completion of the buildings and facilities. 更新建築物及設施的預計落成日期。
22 March 2018 2018 年 3 月 22 日	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
22 June 2018 2018 年 6 月 22 日	AH	Updated the location plan of the development. 更新發展項目的所在位置圖。
	AI1, AI2 & AI3	Updated the aerial photograph of the phase. 更新期數的鳥瞰照片。
	AK1	Updated the estimated date of completion of the buildings and facilities. 更新建築物及設施的預計落成日期。
	BE2	Updated the title of one of the paragraphs as “Communal Aerial Broadcast Distribution System”. 更新其中一段之標題為「電視公共天線」。

