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 ("Preliminary Agreement").
- 2. The preliminary deposit paid by the purchaser on the signing of that Preliminary Agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
- 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。

A. Common Parts of the Development

1. The draft Deed of Mutual Covenant and Management Agreement of the Development ("the DMC") provides for the following Common Areas and Common Facilities:-

"Estate Common Areas" means the whole of the lot and the Estate, not otherwise specifically assigned to or for the exclusive use of an Owner and means those parts designed or intended for common use and benefit of the Owner and shall include but not limited to such of the circulation passages, mass concrete fill, driveway (except the private driveway of House 11), ramps, entrances and exits to the Estate, master water meter room, planters (except those forming part of a House), landscaped areas, run in and out, Recreational Areas and Facilities, transformer room, switch room, emergency vehicular access, staircases outside the House, external walls of the Houses (except the internal plaster and internal finishes) and the external finishes and features thereon, all railings outside the House or glass balustrades or parapets enclosing flat roofs and roofs of the Houses, fences and fence walls of the whole Estate (other than those fence walls separating the gardens of the Houses and the plaster and finishes thereon), refuse storage and material recovery chamber, water pump room, fire services pump room, air handling unit room, store room, quarters for watchmen and caretakers, owners' corporation office, office for watchmen and caretakers, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities and other areas and spaces containing the Estate Common Facilities and other areas and spaces in any part or parts of the Estate which are for the common use and benefit of the Owners of the Estate and all other common parts specified in Schedule 1 to the Building Management Ordinance not being designated for the exclusive use and occupation of an Owner and are shown (where possible and capable of being shown) coloured yellow for the purpose of identification on the plan(s) annexed to the DMC, the accuracy of such plan(s) has been certified by or on behalf of the Authorised Person, but EXCLUDING those parts or areas designated as being part of the Houses.

"Estate Common Facilities" means all equipment, facilities and systems designated as being for the use, benefit or service of the Estate Common Areas and without limiting the generality of the foregoing, include:-

- (a) Such of the sewers, drains, water courses, pipes, gutters, wires and cables and other service facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Estate through which water, sewage, gas, electricity and any other services are supplied to the Estate or any part or parts thereof;
- (b) Fire fighting installation and equipment installed at the Estate Common Areas;
- (c) Lamp posts, traffic lights and lighting within the Estate;
- (d) Lightning conductor of the Estate;
- (e) Burglar alarm, metal gate and security systems (if any) which are for the use and benefit of the lot and the Estate as a whole and not for the use or benefit of a particular House; and
- (f) Other facilities and systems for the use and benefit of the lot and the Estate and not for the use and benefit of any particular Owner.
- 2. No Owner including the First Owner shall have the right to convert the Estate Common Areas and/or the Estate Common Facilities or any part thereof to his own use or for his own benefit unless approval of the Owners' Committee has been obtained. Any payment received for the approval must be credited to the appropriate Special Fund. No Owner including the First Owner shall have the right to convert or designate any of his own areas as the Estate Common Areas and/or the Estate Common Facilities unless the approval by a resolution of Owners at an Owners' meeting convened under the DMC has been obtained. No Owner (including the First Owner) and no Manager will have the right to re-convert or re-designate the Estate Common Areas and/or the Estate Common Facilities to his or its own use or benefit.

- 3. No Owner shall make any structural alterations to any House owned by him unless with the prior approval of the Director of Buildings and any other relevant Government authority and prior notification to the Manager. No Owner nor the Manager shall make any structural alterations which will interfere with or affect rights of other Owners. No provisions shall be made pursuant to the DMC preventing an Owner from taking legal action against another Owner in this respect nor shall any Owner use, cut, injure, damage, alter or interfere with any part or parts of the Estate Common Areas or the Estate Common Facilities nor any equipment or apparatus on, in or upon the lot not being equipment or apparatus for the exclusive use, enjoyment and benefit of any such Owner.
- 4. No Owner shall alter, repair, connect to or in any other way interfere with or affect the Estate Common Areas or the Estate Common Facilities without the previous written consent of the Manager.
- 5. No Owner shall use any part of the Estate Common Areas for the purposes of drying or hanging laundry, or placing or storing any dustbins, garbage cans, furniture, machinery, goods or chattels or other things thereon or therein other than in the spaces specifically provided for such purpose.
- 6. No part of the Estate Common Areas shall be obstructed or incumbered nor shall any refuse or other matter or things be placed or left thereon nor shall any part thereof be used for any business or private purpose.

B. Number of Undivided Shares Assigned to Each Residential Property in the Development

Please refer to the table entitled "Allocation of Undivided Shares of Residential Properties in the Development".

C. Term of Years for which the Manager of the Development is Appointed

The Manager of the Estate shall be appointed to manage and provide services in respect of the Estate from the date of the DMC for an initial term of two (2) years and such appointment shall continue thereafter until it is terminated in accordance with the terms of the DMC.

D. Basis on which the Management Expenses are Shared among the Owners of the Residential Properties in the Development

The Management Expenses shall be apportioned between the Owners of the Estate in the following manner :-

- (a) Where any expenditure relates to the Estate Common Areas and/or the Estate Common Facilities, the expenditure shall form part of the Management Expenses of the Estate as a whole and shall be borne by all Owners of the Estate in accordance with the proportion that the respective Management Shares of the relevant part of the Estate bear to the total number of Management Shares of the Estate.
- (b) Notwithstanding anything contained in sub-clause (a), (i) where any expenditure relates solely to or is solely for the benefit of any House and no Owner other than the Owner entitled to the exclusive right and privilege to hold, use and occupy that House will receive any material benefit therefrom, then the full amount of such expenditure shall be borne by the Owner of such House and (ii) where any expenditure relates solely to or is solely for the benefit of a group of Owners but does not relate to or is not for the benefit of the other Owners, the full amount of such expenditure shall be apportioned between such Owners in proportion to their respective Management Shares.
- (c) Subject to the prior written approval of the Owners' Committee or where the Owners' Corporation has been formed, the prior written approval of the Owners' Corporation, if the Manager is of the opinion that the adopted annual budget and/or the sharing of the amounts of Management Expenses assessed under any part of

the adopted annual budget in accordance with the provisions of the DMC may lead to or result in any Owner or Owners of any part or parts of the Estate unfairly or inequitably paying some higher or lesser contributions, the Manager shall be entitled to modify any adopted annual budget in such manner as the Manager may (but subject to compliance with the procedures applicable to the draft annual budget, the annual budget and the revised annual budget as provided in Section VI Subsection F of the DMC) think fit (whether by creating new parts or abolishing existing parts of the budget or otherwise) and to prepare new budget in the modified manner as aforementioned and/or to vary or modify the manner of sharing the amounts of Management Expenses assessed under any part of the budget by the relevant Owners in such way as the Manager may (but subject to prior consultation with the Owners' Committee) think fit and the modified budget and the modified manner of sharing the management expenditure shall be binding (save for manifest error) on all Owners and provided always that the Manager's determination of the amount of contribution payable by each Owner as aforesaid shall (in the absence of manifest error) be conclusive and binding on all Owners. PROVIDED THAT (i) no Owner shall be called upon to pay more than his appropriate share of Management Expenses, having regard to the number of Management Shares allocated to his House and (ii) all Owners shall be liable for the Management Expenses of the Estate Common Areas and the Estate Common Facilities.

E. Basis on which the management fee deposit is Fixed

The amount of Management Deposit shall be equivalent to 3 months' Management Fee.

F. Area (if any) in the Development Retained by the Owner for that Owner's Own Use Not applicable.

Allocation of Undivided Shares of Residential Properties in the Development

House	Undivided Shares	Sub-Total		
House 1	341			
House 2	342			
House 3	345			
House 5	345			
House 6	348	2 751		
House 7	339	3,751		
House 8	417			
House 9	421			
House 10	421			
House 11	432			

There is no designation of House 4.

Note:

- Please refer to the latest draft of the DMC for full details. A full script of the latest draft of the DMC is available for inspection free of charge during office hours at the sales office upon request and copies will be provided on payment of photocopying charges.
- The expression "Land" as mentioned in the DMC means the "lot" as defined in the "Summary of Land Grant" in this Sales Brochure.
- Unless otherwise defined, capitalized terms used in the above shall have the same meaning of such terms defined in the DMC.

A. 發展項目的公用部分

1. 發展項目公共契約及管理協議(「公契」)擬稿訂明下列公用地方及公用設施:

「屋苑公用地方」指該地段及屋苑的整體(除非指明轉讓予任何業主或專為任何業主而設),並指為或擬為業主的共同使用及利益而設的該等部分,其中包括但不限於該等循環通道、大體積混凝土填料、行車道(11號洋房的私人行車道除外)、斜路、屋苑的入口與出口、主水錶房、花槽(屬於洋房一部份的除外)、園景區、車輛進出口通道、康樂地方與設施、電力變壓房、電掣房、緊急車輛通道、洋房外的樓梯、洋房外牆(內部灰泥與內裏裝修物料除外)及於其以上的外部裝修物料與特徵、洋房外的所有圍欄或玻璃欄杆或包圍洋房平台及天台的護欄、整個屋苑的圍欄及圍牆(分隔洋房花園及於其以上的灰泥與裝修物料的該等圍牆除外)、垃圾儲存及物料回收室、水泵房、消防泵房、空氣處理單元房、儲物室、看更及管理員宿舍、業主立案法團辦事處、看更及管理員辦事處、安裝或使用天線廣播分導或電訊網絡設施的地方、設有屋苑公用設施的其他地方與範圍、位於屋苑任何部分並為屋苑業主的共同使用及利益而設的其他地方與範圍,以及《建築物管理條例》附表1指明非為任何業主獨家使用及佔用及(如可在圖則上顯示)在公契的附圖(其準確性經認可人士或其代表核實)中以黃色標示以供辨認,但不包括被劃作洋房一部分的該等部分或地方。

「屋苑公用設施」指為屋苑公用地方的使用、利益或服務而設的所有設備、設施及系統。茲毋損前文之 一般規定,屋苑公用設施包括:-

- (a) 現時或於任何時間位於屋苑之內、之下或之上或跨越其中的該等下水道、排水道、水道、管道、溝 渠、電線與電纜及其他服務設施(不論有否鋪設管道),以將水、污水、氣體、電力及任何其他服務 供應至屋苑或其部分;
- (b) 安裝於屋苑公用地方的滅火裝置與設備;
- (c) 屋苑內燈柱、交通燈及照明燈飾;
- (d) 屋苑的避雷裝置;
- (e) 為整個該地段及屋苑的使用及利益而設及並非為任何個別洋房的使用及利益而設的防盜警鐘、金屬 閘門及保安系統(如有);及
- (f) 為該地段及屋苑的使用及利益而設及並非為任何個別業主的使用及利益而設的其他設施及系統。
- 2. 除獲業主委員會批准外,業主(包括第一業主)無權將屋苑公用地方及/或屋苑公用設施或其任何部分改為 其獨家使用或享用。任何因處理有關批准而獲得的款項必須撥入合適的特別基金。除非在根據公契召開 的業主大會中獲得業主決議批准,否則業主(包括第一業主)無權將任何其擁有的地方改為或劃為屋苑公 用地方及/或屋苑公用設施。業主(包括第一業主)及管理人無權將屋苑公用地方及/或屋苑公用設施重新 改為或重新劃為作其獨家使用或享用。
- 3. 除獲屋宇署署長及任何其他相關政府部門之事前批准及於事前向管理人作出通知外,業主不得對任何其擁有的洋房作結構性改動。業主或管理人亦不得作出干擾或影響其他業主權利的結構性改動。公契不得制定防止業主就此向另一業主採取法律行動的有關條文。任何業主亦不得使用、割破、損毀、破壞、改動或干擾屋苑公用地方或屋苑公用設施的任何部分或該地段之上或之內非供任何業主獨家使用、享用及受益的設備或器具。

- 4. 除獲管理人事前書面同意外,業主不得改變、維修、連接或以任何其他方式干擾或影響屋苑公用地方或 屋苑公用設施。
- 5. 業主不得使用屋苑公用地方的任何部分作乾衣或晾掛衣物,亦不得在其之上或之內放置或存放任何垃圾箱、垃圾桶、傢俬、機器、貨物或實產或其他物品,除非該部分被明確規定作該等用途。
- 6. 屋苑公用地方的任何部分不得受阻礙或阻塞,或該等地方之上不得放置或棄置任何垃圾或其他物件或物品,或該等地方任何部分不得用作任何商業或私人用途。
- B. 分配予發展項目中的每個住宅物業的不分割份數的數目 請參閱「發展項目住宅物業不分割份數分配表」。
- C. 發展項目的管理人的委任年期

屋苑管理人將被委任以管理屋苑及為其服務。其初始任期為由公契的日期起計兩年。其後續任至根據公契條款終止管理人的委任為止。

- D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔 屋苑的業主須按下列方式分攤管理開支:-
 - (a) 如任何開支涉及屋苑公用地方及/或屋苑公用設施,有關開支將構成整個屋苑的管理開支部分,並由 屋苑所有業主按照彼等所持有屋苑有關部分的管理份數佔的屋苑管理份數總額的比例分擔。
 - (b) 儘管上述第(a)分段有所規定,(i)凡任何開支純粹涉及或純粹為任何洋房的利益而設,而沒有業主 (具獨家權利及特權持有、使用及佔用該洋房的業主除外)由此得到任何重大利益的,該等開支須全 數由該洋房的業主獨自承擔,及(ii)凡任何開支純粹涉及或純粹為一群業主的利益而設,但並不涉及 其他業主或並非為其他業主的利益而設,該等開支須全數由該等業主按彼等各自所持有的管理份數 的比例分攤。
 - (c) 受限於業主委員會的事前書面批准或(當業主立案法團成立後)業主立案法團的事前書面批准,倘管理人認為已採納的年度預算案及/或已採納年度預算案任何部分依照公契條款規定所評定的管理開支分攤數額,可能導致或引起任何一個或多個屋苑部分的業主不公平或不公允地繳付太多或太少供款,管理人有權按其認為恰當的方式(但仍須遵從公契第VI部分F分部的條文所訂明的適用於草擬年度預算案、年度預算案及修訂年度預算案之程序),(以在預算案訂立新項目或廢除現有項目的方式或以其他方式)修改任何已採納之年度預算案,同時循上述修訂方式編訂新的預算案,及/或按其認為恰當方式依照公契條款規定所評定各有關業主攤付管理開支的方式更改或修訂預算案任何部分,惟事前須諮詢業主委員會,而經修訂的預算案及經修訂的管理開支攤付方式將對全體業主具約束力(如無明顯錯誤)。管理人對每名業主應攤付的金額之決定將作終論(如無明顯錯誤),並對所有業主具約束力。惟(i) 鑒於分配至洋房的管理份數數目,業主不得被要求繳付超過其合適份數的管理開支,及(ii)全體業主將為屋苑公用地方與屋苑公用設施的管理開支負責。

E. 計算管理費按金的基準

管理費按金為相當於三個月的管理費。

F. 擁有人在發展項目中保留作自用的範圍(如有的話) 不適用。

發展項目住宅物業不分割份數分配表

獨立屋	不分割份數	小計
1 號屋	341	
2 號屋	342	
3 號屋	345	
5 號屋	345	
6 號屋	348	3,751
7 號屋	339	3,731
8 號屋	417	
9 號屋	421	
10 號屋	421	
11 號屋	432	

本發展項目不設4號屋。

註:

- 請參閱公契最新擬稿以了解全部詳情。完整的公契最新擬稿文本可於售樓處營業時間作出要求後免費查閱,並可在支付所需影印費後取得公契最新擬稿之複印本。
- 公契所載的「該土地」指本售樓説明書「批地文件的摘要」所定義的「該地段」。
- 除非另設定義,公契中所定義的名詞適用於上文。

- 1. The Development is constructed on Lot No.1502 in Demarcation District No.243 ("the lot") which is held under New Grant No.6020 dated 6th November 1976 as varied and modified by the Modification Letter dated 9th February 2010 and registered in the Land Registry by Memorial No.10021800800017 ("the Land Grant").
- 2. The lot is granted for a term of 99 years less the last three days thereof commencing from 1st July 1898 (as extended until the 30th day of June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance (Cap.150)).
- 3. Special Condition No.9 of the Land Grant stipulates that :-

"The lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for private residential purposes."

4. General Condition No.2 of the Land Grant stipulates that :-

"The grantee shall throughout the tenancy maintain all buildings erected or which may at any time hereafter be erected on the lot in good and substantial repair and condition, and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy. In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the grantee shall replace the same either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the Secretary for the New Territories. In the event of demolition as aforesaid the grantee shall within one month of such demolition apply to the said Secretary for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three months thereof commence the necessary work of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the said Secretary."

5. Special Condition No.4 of the Land Grant stipulates that :-

"The grantee shall within 12 months from the date of this Agreement form at his own expense and to the satisfaction of the Secretary for the New Territories the areas delineated and shown coloured red and red hatched black on plan I annexed hereto."

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

"The grantee shall develop the lot by the erection thereon of a building or buildings complying with the Special Conditions and in all respects in accordance with the provisions of all Ordinances, Byelaws and Regulations relating to building and sanitation which are or may at any time be in force in the New Territories, other than New Kowloon such building/s to be completed and fit for occupation on or before the 31st day of December, 1979 and shall expend thereon a sum of not less than \$780,000.00 (such sum to exclude moneys spent on site formation, foundations, access roads and other ancillary works)." (The building covenant set out in this Special Condition is not applicable to the Development.)

7. Special Condition No.7(d) 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.2 hereof) of the lot or any part thereof, any building or buildings erected or to be erected on the lot shall not exceed three storeys including any floor or space below the level of the ground and any car port at or below ground level or on the roof of any building erected or to be erected on the lot."

8. Special Condition No.8 of the Land Grant stipulates that :-

"No part of any structure erected or to be erected on the lot shall exceed a height of 42.67 metres above the Principal Datum of Hong Kong."

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

"Space shall be provided within the lot to the satisfaction of the Director of Lands (hereinafter referred to as "the Director") for the parking of motor vehicles at the rate of not less than two cars for each flat in the building or buildings or for each house erected or to be erected on the lot... Neither the space so provided nor the said car ports shall be used other than for the purpose of parking private motor vehicles belonging to the residents of the building erected or to be erected on the lot."

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

"Where car ports are provided below ground floor level, they may extend over the whole area of the lot provided that the roof of such car ports shall be at ground floor level, shall be accessible from the ground floor and shall be usable as an open terrace."

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

"A lay-out plan indicating the parking spaces or car ports to be provided within the lot in accordance with Special Condition No.12 and approved by the Building Authority, or a copy of such plan certified by an authorized person as defined in the Buildings Ordinance, shall be registered by the grantee by memorial in the District Land Office. No transaction 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. The parking spaces or car ports indicated on the said approved plan shall not be used for any purpose other than the purposes set out in Special Condition No.12. The grantee shall maintain the parking spaces or car ports in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director of Public Works."

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

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

13. Special Condition No.17 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.16 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 or professional fees and charges."

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

"In the event of spoil or debris from the site or from other areas affected by any development of the lot being eroded and washed down on to public lanes or roads or into road-culverts, sewers, storm-water drains or nullahs or other Government properties, the grantee shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs or other Government properties. The grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down."

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

"No earth, debris, spoil of whatsoever nature, or building materials shall be dumped on any adjoining Crown land."

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

"No structure other than boundary walls and fences shall be erected within 15 feet of the right-of-way or within 10 feet of any other boundaries of the lot except with the written approval of the Secretary for the New Territories."

17. Special Condition No.21 of the Land Grant stipulates that :-

"No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance and any regulations made thereunder is exempted from the provisions of the Buildings Ordinance and any regulations made thereunder."

18. Special Condition No.22 of the Land Grant stipulates that :-

"The grantee shall pay to the Government on demand any sum which the Secretary for the New Territories shall certify to be the cost of making good any damage done to adjoining public roads by the grantee, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot."

19. Special Condition No.23 of the Land Grant stipulates that :-

"No materials shall be dumped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the Secretary for the New Territories."

20. Special Condition No.24 of the Land Grant stipulates that :-

"The grantee shall construct and maintain at his own expense and to the satisfaction of the Secretary for the New Territories such drains and channels, whether within the boundaries of the lot or on Crown land, as the said Secretary may consider necessary to intercept and convey into the nearest stream-course, catch-pit, channel or 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."

21. Special Condition No.25 of the Land Grant stipulates that :-

"Any damage or obstruction caused by the grantee, his servants or agents to any nullahs, sewer, storm-water drain, watermain or other Government properties within or adjoining the lot shall be made good by the Government at the cost of the grantee, and the amount due in respect thereof shall be paid on demand to the Government by the grantee."

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

"The grantee shall pay to the Government on demand the cost of connecting any drains and sewers from the lot to the Government storm-water drains and sewers when laid. Such works shall be carried out by the Director of Public Works, who shall incur no liability to the grantee in respect thereof."

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

"Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the Director of Public Works."

24. Special Condition No.28 of the Land Grant stipulates that :-

"The drainage of any building erected on the lot shall be effected as may be required by the Director of Public Works, and the grantee shall make all arrangements at his own expense and to the satisfaction of the said Director for the treatment and disposal of foul or contaminated water by the construction, operation and maintenance of suitable works either within the lot or on Crown land or otherwise and on such terms as the said Director shall require, and the grantee shall be solely liable for any damage or nuisance caused thereby."

25. Special Condition No.29 of the Land Grant stipulates that :-

"The Government does not undertake to provide facilities for flush drainage..."

26. Special Condition No.30 of the Land Grant stipulates that :-

"The whole of the drainage within the lot shall be subject to the approval of the Director of Public Works, who may require these works to be carried out with pipes and other equipment of such designs, sizes and materials and other types as he may specify."

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27. Special Condition No.31 of the Land Grant stipulates that :-

"The grantee shall at his own expense divert the existing path or way crossing the lot, and shall reconstruct it to the satisfaction of the Secretary for the New Territories on a line to be approved by him. The said existing path or way shall not, however, be interfered with until the path or way on the new alignment has been completed. On such completion all rights in respect of the said existing path or way will be transferred to the reconstructed path or way."

28. Special Condition No.32 of the Land Grant stipulates that :-

- "(a) A filtered water supply from Government mains will be given on the usual terms...but no guarantee is given that any water that is supplied will be continuously available. The grantee accepts that there will be delay in the provision of such supply.
- (b) No water from Government mains shall be used for flushing purposes on any part of the lot without the written consent of the Water Authority..."

29. Special Condition No.33 of the Land Grant stipulates that :-

"Except with the prior written consent of the Water Authority, no fresh or salt water from Government mains shall be used for any air-conditioning purpose."

30. Special Condition No.34 of the Land Grant stipulates that:-

"The grantee shall pay to the Government on demand the cost of removing any graves, pine trees and "Kam Taps" at present on the areas shown coloured red and red hatched black on the plan annexed hereto."

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

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

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

"No trees growing on the lot or adjacent thereto shall be interfered with or removed without the prior written consent of the Secretary for the New Territories who may in granting consent impose such conditions as to replanting as he may deem appropriate."

33. Special Condition No.38 of the Land Grant stipulates that:-

- "(a) A right-of-way from Clear Water Bay Road to the lot will be given over and along that piece of Crown land shown coloured brown and brown hatched black on the plan I annexed hereto at such levels as may be approved by the Secretary for the New Territories.
- (b) The grantee shall within 12 months from the date of this Agreement at his own expense construct a paved way to the standards laid down in the Building (Private Streets and Access Roads) Regulations on the piece of ground shown coloured brown hatched black on the said plan I and in such manner as the said Secretary may approve.
- (c) The grantee shall uphold, maintain and repair the paved way on the piece of ground over and along which the right-of-way referred to in (a) hereof shall be given and everything forming portion of or pertaining to the same to the satisfaction of the said Secretary, and the grantee shall be responsible for the whole as if he were absolute owner thereof. Any alteration to the public street from which the right-of-way is given, absorbing a portion of such piece of ground or affecting the gradient thereof, shall not give rise to any claim by the grantee who shall

carry out all consequent alterations to such paved way. The grant of such right-of-way shall be in such form and on such conditions as may be approved by the Land Officer and shall not give the grantee the exclusive right to use such paved way. The Government reserves the right to grant rights-of-way over such paved way to the owners of any other lots in the vicinity now or in the future, or to take over the whole or any portion of the said paved way for the purposes of a public street without payment of any compensation to the grantee or to any other owners to whom rights-of-way over the whole or any portion of the said paved way may have been granted."

34. Special Condition No.39 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 during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or water-course (including watermain), footpath, sewer, nullah, pipe, cable, wire, utility service or any works or installations (all together hereinafter referred to as "the said works and services") being or running upon over, under or adjacent to the lot or any part thereof, provided that the grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the said works and services, and shall submit his proposals for dealing with any of such said works and services in writing to the Director of Public Works for his approval in all respects, and shall not carry out any work whatsoever until the said Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the said Director in respect of the said works and services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the said Director any damage or disturbance caused to the surface of the lot or any of the said works and services running on, over, under or adjacent to the lot in any manner arising out of any such construction, maintenance, renewal or repair work. 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 of any of the said works and services to the satisfaction of the said Director he the said Director may carry out any such diversion, relaying, reinstatement or making good as he considers necessary and the grantee shall pay to the Government on demand the cost of such works."

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

"Subject to these Conditions, upon redevelopment (which term refers solely to redevelopment contemplated in General Condition No.2) of the lot or any part thereof, the grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a clean, neat, tidy and healthy condition all to the satisfaction of the Director."

36. Special Condition No.42(a) of the Land Grant stipulates that :-

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

37. Special Condition No.43(a) of the Land Grant stipulates that :-

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

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

SUMMARY OF LAND GRANT 批地文件的摘要

- (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.

...;

- 38. Special Condition No.44(a) of the Land Grant stipulates that :-
 - "Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
 - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

...'

- 39. Special Condition No.45(a) of the Land Grant stipulates that :-
 - "One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:
 - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director."
- 40. Special Condition No.46 of the Land Grant stipulates that :-

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

41. Special Condition No.47 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."

- 42. Special Condition No.48 of the Land Grant stipulates that :-
 - "(a) The grantee shall permit the Director, his officers, contractors, his or their workmen and other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress at all times to, from and through the lot or any building or structure erected thereon for the purposes of carrying out inspection, slope treatment or stability, retaining walls or other support, protection, drainage or ancillary works and any other works which the Director may consider necessary to any slopes adjacent to or near the lot.

- (b) The Director, his officers, contractors, his or their workmen and other person authorized by him 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 right conferred under sub-clause (a) of this Special Condition and no claim nor objection shall be made against him or them by the grantee."
- 43. Special Condition No.49(a) of the Land Grant stipulates that :-

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

Note:

- (1) The "grantee" as mentioned in this section means the grantee under the Land Grant and where the context so admits or requires include his executors, administrators and assigns and in case of a corporation its successor and assigns.
- (2) Please refer to the Land Grant for full details. Full script of the Land Grant is available for inspection free of charge during opening hours at the sales office and copies of the Land Grant can be obtained upon payment of necessary photocopying charges.

- 1. 發展項目興建於丈量約份第243約地段第1502號段(「該地段」)上,該地段乃根據1976年11月6日所訂 之新批地段條件第6020號批授,而該新批地段條件經日期為2010年2月9日以土地註冊處註冊摘要編號 10021800800017註冊之批地條款修訂書所修訂及修改。
- 2. 該地段批地年期為由1898年7月1日起計99年但減去該批地年期最後的3天 (惟根據《新界土地契約(續期)條例》(第150章)第6條該批地年期續期至2047年6月30日)。
- 3. 批地文件特別條件第9條規定:

「該地段或其任何部分或在其上已建或擬建的任何建築物除作私人住宅用途外,不得用作其他用途。」

4. 批地文件一般條件第2條規定:

「承授人須於批地年期的期間維持已建或今後任何時間興建的所有建築物處於修繕妥當及良好的保養狀態,以及於批地年期屆滿或提前終止時以同等的維修及狀態交還此等建築物。倘若於批地年期期間任何時間拆卸該地段或其任何部份的現有建築物,承授人須另建良好健全的同類型而數量不少於之前的建築物,或以經新界政務司批准的類型及價值的建築物作替代。倘若如上所述拆卸建築物,承授人應在拆卸後一個月內向新界政務司申請同意書於該地段進行重建工程。承授人須於接獲同意書後三個月內展開必要的重建工程,並於新界政務司指定的期限內完成重建,以達致新界政務司滿意。」

5. 批地文件特別條件第4條規定:

「承授人須於本協議的日期起計十二個月內自費構建在本文附錄圖則圖一上描繪及以紅色和紅色間黑斜線顯示的範圍,以達致新界政務司滿意。|

6. 批地文件特別條件第5條規定:

「承授人須履行此等特別條件及全面遵守一切不時適用於新界(不包括新九龍)的有關建築物及衛生的條例、 附例和規例,於該地段上興建建築物以發展該地段,而有關建築物須於1979年12月31日或之前落成,並 適宜入伙居住。而發展該地段的款額須不少於\$780,000.00(不包括地盤平整、地基、通路及其他輔助工 程的支出)。」(此特別條件規定下的建築契諾不適用於發展項目)

7. 批地文件特別條件第7(d)條規定:

「受限於此等條件,如該地段或其任何部分進行發展或重建(純粹指本文一般條件第2條所載的重建項目),該地段上已建或擬建的任何建築物不得超過三層(包括地面以下的任何樓層或空間及位於地面或地面以下或於該地段上已建或擬建的任何建築物天台的任何車庫)。

8. 批地文件特別條件第8條規定:

「該地段上已建或擬建的任何構築物部分不得超過香港主水平基準以上42.67米。|

9. 批地文件特別條件第12條規定:

「承授人須於該地段以每個於該地段上已建或擬建的任何建築物之單位或每幢獨立屋不少於供兩輛車輛之

比率提供空間以作停泊車輛之用,以達致地政署署長(下稱「署長」)滿意…除作停泊屬於該地段上已建 或擬建的建築物之居民的私人車輛用途以外,上述停車位或車庫不得作其他用途。|

10. 批地文件特別條件第14條規定:

「倘若所提供的車庫位於地面以下,車庫可伸延至該地段的整個面積,惟該車庫的天台須位於地面並從地面出入,該車庫的天台亦可作露天陽台。|

11. 批地文件特別條件第15條規定:

「承授人須於分區地政處以註冊摘要表格註冊標示按特別條件第12條在該地段提供的停車位或車庫並經建築事務監督批准的布局圖則或經認可人士(按《建築物條例》界定)核實的該圖則副本。在該註冊前不得進行影響該地段或其部分或該地段已建或擬建的任何建築物或其部分的交易。除作特別條件第12條所規定的用途以外,上述經批准圖則所示的停車位或車庫不得作其他用途。承授人須按上述經批准圖則保養停車位或車庫,未經工務司事前書面批准不得更改布局。」

12. 批地文件特別條件第16條規定:

「除獲署長事前書面批准,承授人不可分割、移除或移後任何鄰近或毗連該地段的政府土地,或對任何政府土地進行任何形式的建築、填土或任何斜坡處理工程。署長可全權酌情在給予有關同意時訂立其認為適合之條款及條件,包括以其決定的地價批出額外政府土地以擴展該地段。|

- 13. 批地文件特別條件第17條規定:
 - 「(a) 倘若任何土地需要或已經被分割、移除或後移或進行任何建築或堆填或進行任何類型的斜坡處理工程,不論有否獲取署長事前書面同意,亦不論是位於該地段內或任何政府土地內,並旨在構建、平整或發展該地段或其任何部分或承授人按此等條件須進行的任何其他工程或作任何其他用途,承授人須自費進行與興建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後必要的其他工程,以保護與承托該地段的土地和任何毗鄰或毗連政府土地或出租土地,及避免與防止今後發生任何塌方、山泥傾瀉或地陷。承授人須在批出年期期間自費保養上述土地、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,使其處於修繕妥當及良好的保養狀態,以達致署長滿意。
 - (b) 此特別條件(a)分條不損害政府在此等條件,尤其特別條件第16條下的權利。
 - (c) 倘若因為任何構建、平整、發展或承授人進行其他工程或任何其他原因在任何時候導致發生塌方、 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或出租土地,承授人須 自費復原及修復塌方、山泥傾瀉或地陷,以達致署長滿意,並對上述塌方、山泥傾瀉或地陷造成政 府、其代理人及承建商所承受、遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌償。
 - (d) 除本文所規定對違反任何此等條件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、興建及保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物及排水系統或附屬工程或其他工程或復原及修復任何塌方、山泥傾瀉或地陷,及倘若承授人不理會或未能在指定的時期內遵從該通知的規定並達致署長滿意,署長可立即執行與進行任何必要工程,而承授人須在政府要求時償還政府因此產生的費用連同任何行政費或專業費用及收費。」

14. 批地文件特別條件第18條規定:

「倘若從受該地段任何發展所影響的區域或地方有廢土或瓦礫遭侵蝕及流入公共巷徑、道路、路渠、污水渠、雨水渠或明渠或其他政府產業,承授人須為此負責及在政府要求時向政府繳付有關清除公共巷徑、道路、路渠、污水渠、雨水渠或明渠或其他政府產業內廢土和瓦礫之費用,以及就該處的損害作賠償。承授人須對該等侵蝕及流入對私人產業造成的任何損害或滋擾所引致的一切訴訟、索償及要求向政府作出禰償。

15. 批地文件特別條件第19條規定:

「承授人不得在任何毗連的官地傾倒泥土、瓦礫、任何性質的廢土或建築廢料。」

16. 批地文件特別條件第20條規定:

「除獲新界政務司書面批准,承授人不得在通行路徑15英尺內或該地段任何其他邊界10英尺內興建構築物(邊界牆及圍欄除外)。」

17. 批地文件特別條件第21條規定:

「承授人不得在該地段興建根據《建築物條例(新界適用)條例》、任何其附屬規例及任何修訂法例可獲豁免遵守《建築物條例》、其附屬規例及任何修訂法例之類別的建築物。|

18. 批地文件特別條件第22條規定:

「就承授人、其承辦商或分承辦商或其工人或車輛或者來自該地段的泥土對毗連的公共道路所造成的損害,承授人須在政府要求時向政府繳付有關修復費用,此等費用由新界政務司核官。|

19. 批地文件特別條件第23條規定:

「除獲新界政務司事前書面批准,承授人不得在公共道路或通道的邊界內傾倒或儲存物料或進行任何工程。|

20. 批地文件特別條件第24條規定:

「承授人須自費興建及保養不論於該地段邊界內或官地上新界政務司認為必要的排水渠及渠道,並達致新界政務司滿意,以便截斷與引導落下或流至該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或雨水渠。就此等暴雨或雨水造成任何損害或滋擾所引起的一切訴訟、申索及要求,承授人須單獨負責及向政府及其人員作出彌償。|

21. 批地文件特別條件第25條規定:

「該地段內或該地段毗連的任何明渠、污水渠、雨水渠、總水喉或其他政府產業因承授人、其傭僕或代理人導致的任何損害或阻塞均由政府修復,費用由承授人承擔。承授人須在政府要求時向政府繳付此費用。|

22. 批地文件特別條件第26條規定:

「承授人須在政府要求時向政府繳付有關該地段任何排水渠及污水管連接至已鋪設的政府雨水渠及污水渠 之工程費用。該等工程須由工務司進行,工務司毋須就因此產生的任何損失對承授人負責。|

23. 批地文件特別條件第27條規定:

「該地段內這或毗連該地段的污水渠、雨水渠或明渠之任何鄰近或毗連擬建地基須符合工務司要求。|

24. 批地文件特別條件第28條規定:

「承授人須在工務司要求時啟用該地段任何已建建築物的任何排水系統。承授人須按工務司規定的條件, 自費安排在該地段或官地或其他土地進行適合的建造、操作及保養工程,以處理及處置髒水及污水,並 達致工務司滿意。承授人須對因此引起的損害或滋擾單獨負責。|

25. 批地文件特別條件第29條規定:

「政府不承諾提供沖廁排水系統設施…」

26. 批地文件特別條件第30條規定:

「該地段整個排水系統須經工務司批准。工務司可規定以管道及其指定的該等設計、大小、物料及類型之 其他裝備進行工程。」

27. 批地文件特別條件第31條規定:

「承授人須自費為該地段的現有行人道或通道進行改道,以及於新界政務司批准的線路上重建行人道或通道,以達致新界政務司滿意。惟上述現有行人道或通道不得受干擾,直至於新定線上的行人道或通道的興建工程完成。於工程完成後,有關上述現有行人道或通道的所有權利將轉移至重建的行人道或通道。

28. 批地文件特別條件第32條規定:

- 「(a) 政府總水喉將按一般條款提供過濾水的供應…但政府並不擔保將持續供水。承授人亦接受供水將受延誤。
- (b) 未經水務監督書面同意,來自政府總水喉的水不得在該地段的任何部分作沖廁用途。|

29. 批地文件特別條件第33條規定:

「除獲水務監督事前書面同意,來自政府總水喉的食水或鹹水不得作任何空調用途。|

30. 批地文件特別條件第34條規定:

「承授人須在政府要求時向政府繳付移除於本文附錄圖則以紅色及紅色間黑斜線顯示的範圍的任何現有墳墓、松樹及『金塔』之費用。|

31. 批地文件特別條件第35條規定:

「不得在該地段建造墳墓,亦不得在該地段以陶罐或其他形式安葬或存放任何人類骸骨。|

32. 批地文件特別條件第36條規定:

「未經新界政務司事前書面同意,不得干擾或移除於該地段或鄰近地方生長的樹木。新界政務司可於簽 發同意書時施加其認為適當的重植條件。」

33. 批地文件特別條件第38條規定:

- 「(a) 承授人將獲授跨越於本文附錄圖則圖一以棕色及棕色間黑斜線顯示的官地之由清水灣道至該地段的 通行路徑,其水平由新界政務司批准。
- (b) 承授人須於在本協議日期起計十二個月內自費按《建築物(私家街道及通路)規例》所載的標準及新界政務司批准的方式於上述圖一以棕色間黑斜線顯示的地面上興建鋪築路面通道。
- (c) 承授人須自費保養、維修及修理本條件(a)分條所載的通行路徑所跨越的地面之鋪築路面通道,以及所有屬該處一部分或附屬於該處的物件,以達致新界政務司滿意。承授人將對整個該處負責,猶如該處的絕對擁有人。倘若通行路徑跨越之公共道路的更改工程減少通行路徑的地面或影響其坡度,承授人不得就此提出任何申索,並須進行鋪築路面通道的所有其後更改工程。該通行路徑須以經地政處官員批准的方式及條件授予,並不給予承授人通行路徑的專用權。政府保留權利以向附近其他地段擁有人於現時或將來任何時間授予鋪築路面通道的通行權,或接管上述鋪築路面通道之全部或任何部分以作公共街道。政府毋須就此向承授人或任何獲授上述鋪築路面通道之全部或任何部分通行權的其他擁有人作出賠償。

34. 批地文件特別條件第39條規定:

「承授人須於任何時候,尤其在進行建築、保養、翻新或維修工程期間,採取或促使他人採取一切合理及足夠的謹慎、技巧及預防措施,以避免對該地段或其任何部分之上、之上方、之下或毗鄰的任何政府擁有或其他現存排水渠、水路或水道(包括總水帳)、行人路、污水渠、明渠、管道、電纜、電線、公用事業服務或其他工程或裝置(以下統稱『上述工程與服務』)受任何損害。承授人在進行任何上述工程之前必須進行或促使他人進行適當的勘測及必要的查詢,以確定上述工程與服務的現況及水平,並向工務司提交處理任何上述工程與服務之書面建議書,供其全面審批,以及必須在取得工務司就工程及上述建議書的書面批准後方能進行工程。承授人須自費履行工務司就上述工程與服務的任何要求,包括承擔任何必要的改道、重鋪或修復的費用。承授人須自費全面維修、復原及修復因築、保養、翻新或維修工程而對該地段表面或該地段之上、之上方、之下或毗鄰的任何上述工程與服務以任何方式造成的任何損壞或騷擾,以達致工務司滿意。倘若承授人未能進行任何該地段或其任何部分或任何上述工程與服務必要的改道、重鋪、維修、復原及修復工程,並達致工務司滿意,工務司可進行其認為必要的該等改道、重鋪、復原及修復工程,而承授人須在政府要求時向政府繳付該等工程的費用。」

35. 批地文件特別條件第40(b)條規定:

「受限於此等條件,如該地段或其任何部分進行發展或重建(純粹指一般條件第2條所載的重建項目),承授人須自費於該地段與平台(如有)未經建設的任何部分進行園景設計及種植樹木與灌叢,並其後作保養及維持此等範圍於清潔、整齊、井然及健康的狀態,以達致署長全面滿意。」

36. 批地文件特別條件第42(a)條規定:

「承授人可於該地段內興建、建造及提供經署長書面批准的休憩設施及其附屬設施(下稱『休憩設施』)。 休憩設施的類型、大小、設計、高度及規劃須經署長事前書面批准。|

37. 批地文件特別條件第43(a)條規定:

「該地段內可提供看更或管理員或兩者的辦公設施,受下列條件規限:

- (i) 署長認為該辦公設施對該地段已建或擬建的建築物的安全、保安及良好管理為必要的;
- (ii) 該辦公設施不得用作該地段全職聘用和必要時聘用的看更或管理員或兩者的辦公設施以外的其他用 途;及
- (iii) 該辦公設施的位置須先經署長書面批准。

... |

38. 批地文件特別條件第44(a)條規定:

「該地段內可提供看更或管理員或兩者的宿舍,受下列條件規限:

- (i) 該等宿舍須設在該地段已建的其中一座住宅單位大廈或署長書面批准的其他位置;及
- (ii) 該等宿舍不能用作該地段內全職聘用和必要時聘用的看更或管理員或兩者的宿舍以外的其他用途。 ... |

39. 批地文件特別條件第45(a)條規定:

「該地段內可提供一個供業主立案法團或業主委員會使用的辦事處,惟:

- (i) 該辦事處不得用作就該地段及在其上已建或擬建的建築物所成立或擬成立的業主立案法團或業主委 員會開會及行政工作以外的其他用途;及
- (ii) 該辦事處的位置須先經署長書面批准。」

40. 批地文件特別條件第46條規定:

「除獲署長事前書面批准,該地段上不得設有碎石機器設備。」

41. 批地文件特別條件第47條規定:

「倘若在發展或重建該地段或其部分時已安裝預應力地樁,承授人須在預應力地樁整段使用期間自費對其進行定期維修及定期監測,以達致署長滿意,並在署長不時運用絕對酌情權要求時向署長提交該等監測工程的報告及資料。倘若承授人不理會或未能進行所需的監測工程,署長可執行及進行該等監測工程,承授人須在政府要求時向政府付還該等開支。」

42. 批地文件特別條件第48條規定:

- 「(a) 承授人須准許署長、其人員、承辦商及其工人以及署長授權的任何人士,不論是否備有工具、設備、機器、機械或汽車,暢通無阻地進出及往返該地段或該地段上已建的任何建築物或構築物,以便進行視察、斜坡處理或穩固工程、護土牆或其他承托物、保護物、排水系統或附屬工程及署長認為就該地段毗鄰或鄰近斜坡任何其他必要工程。
- (b) 倘若承授人因署長、其人員、承辦商及其工人以及署長授權的任何人士行使此特別條件(a)分條而令承授人蒙受或招致任何損失、損害、滋擾或騷擾,該等人士毋須就此承擔責任,承授人亦不得向該等人士提出申索或反對。」

43. 批地文件特別條件第49(a)條規定:

「每當此等條件規定政府或其正式授權人員將會或可能在該地段或其部分或該地段以外進行任何形式的工程(不論是否代表承授人或因承授人沒有進行改該等工程或其他原因),而該等工程的費用由承授人承擔或承授人須在政府要求時向政府或其正式授權人員繳付或付還該等工程的費用,該費用將包括由政府或其正式授權人員釐定的監督及恆常費用。」

註:

- (1) 本節所載的「承授人」指批地文件訂明的承授人,如文意允許或規定的情況下包括其遺產執行人、遺產管理人及受讓人及如屬公司則包括其繼承人及受讓人。
- (2) 請參閱批地文件以了解全部詳情。批地文件之全文可於售樓處開放時間作出要求後免費查閱,並可在支付所需影印費後取得批地文件之複印本。

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

1. Right-of-way as referred to in Special Condition No.38 of the Land Grant

(1) Relevant provisions of the Land Grant that concern the above facilities :

Special Condition No.38 of the Land Grant stipulates that :-

- "(a) A right-of-way from Clear Water Bay Road to the lot will be given over and along that piece of Crown land shown coloured brown and brown hatched black on the plan I annexed hereto at such levels as may be approved by the Secretary for the New Territories.
- (b) The grantee shall within 12 months from the date of this Agreement at his own expense construct a paved way to the standards laid down in the Building (Private Streets and Access Roads) Regulations on the piece of ground shown coloured brown hatched black on the said plan I and in such manner as the said Secretary may approve.
- (c) The grantee shall uphold, maintain and repair the paved way on the piece of ground over and along which the right-of-way referred to in (a) hereof shall be given and everything forming portion of or pertaining to the same to the satisfaction of the said Secretary, and the grantee shall be responsible for the whole as if he were absolute owner thereof. Any alteration to the public street from which the right-of-way is given, absorbing a portion of such piece of ground or affecting the gradient thereof, shall not give rise to any claim by the grantee who shall carry out all consequent alterations to such paved way. The grant of such right-of-way shall be in such form and on such conditions as may be approved by the Land Officer and shall not give the grantee the exclusive right to use such paved way. The Government reserves the right to grant rights-of-way over such paved way to the owners of any other lots in the vicinity now or in the future, or to take over the whole or any portion of the said paved way for the purposes of a public street without payment of any compensation to the grantee or to any other owners to whom rights-of-way over the whole or any portion of the said paved way may have been granted."
- (2) Relevant provisions of the Deed of Mutual Covenant that concern the above facilities :

Clause 1.1 stipulates that:-

"Right of The areas shown coloured Brown and Brown Hatched Black on the plan marked "PLAN I" annexed to the Conditions which areas is required to be upheld, maintained and repaired in accordance with Special Condition No.(38) of the Conditions."

Clause 3.1.1 stipulates that:-

"The Owner of a House shall have the benefit of the following easements, rights and privileges subject to the provisions in this Deed including the provisions of the rights of the Manager and the First Owner as herein provided:-

(a) full right and liberty for each Owner of a House, his tenants, servants, agents and licensees (in common with all persons having the like right and subject to the rights of the general public in respect of the Right of Way Areas) to go pass and repass over and along and use the Estate Common Areas and the Estate Common Facilities for all purposes connected with the proper use and enjoyment of his House;

Clause 6.2.1 stipulates that:-

"During the term of its appointment as the Manager, the Manager shall, subject to the provisions of the Building Management Ordinance and subject also to Clauses 6.1.1 and 6.1.2, manage the Land and the Estate in a proper manner and in accordance with the provisions of this Deed and each Owner hereby appoints the Manager as agent for all Owners in respect of any matters concerning the Estate Common Areas and the Estate Common Facilities duly authorized in accordance with the provisions of this Deed

with full power to enforce the provisions of this Deed against the other Owners. Subject to the provisions of the Building Management Ordinance, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or expedient for the proper management of the Estate in accordance with the provisions of this Deed Provided that the Manager shall not effect any improvements to facilities or services which involves expenditure in excess of 10% of the current annual management budget except with the prior approval by resolution of the Owners passed at an Owners' meeting convened under this Deed. Without in any way limiting the generality of the foregoing the Manager shall have the following duties:-

• • •

(39)To maintain, repair, reinstate and make good the Right of Way Areas pursuant to and subject to the provisions of the Government Grant."

Clause 6.4.1 stipulates that:-

"The Owners of the Estate shall pay to the Manager monthly in advance in the manner hereinafter provided the Management Expenses which shall be made up of the following:-

...

- (l) The cost and expense of maintaining the building structures or such part or parts thereof that are required to be maintained under the Government Grant.
- (w) The expenses for the maintenance, repair and reinstatement of and making good the Right of Way Areas."
- B. Facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development
 - 1. Please refer to paragraph A above.
 - 2. The facilities mentioned in this paragraph B are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining those facilities through the management expenses apportioned to the residential properties concerned.
- C. Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

 Not Applicable.
- D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap.123 Sub. Leg. F)
 Not Applicable.

In relation to any of the above facilities mentioned in paragraphs A and B above that are for public use, the general public has the right to use the facilities in accordance with the Land Grant.

Notes:

- 1. The expression "Land" as mentioned in the DMC means the "lot" as defined in the "Summary of Land Grant" in this Sales Brochure.
- 2. The expression "Government Grant" and "the Conditions" as mentioned in the DMC means the "Land Grant" as defined in the "Summary of Land Grant" in this Sales Brochure.
- 3. Unless otherwise defined, capitalized terms used in the above shall have the same meaning of such terms defined in the DMC and "Summary of Land Grant" in this Sales Brochure.

A. 根據批地文件規定須興建並提供予政府或供公眾使用的設施

- 1. 批地文件特別條件第38條所指的「通行路徑」
 - (1) 批地文件條文

批地文件特別條件第38條規定:

- 「(a) 承授人將獲授跨越於本文附錄圖則圖一以棕色及棕色間黑斜線顯示的官地之由清水灣道至該 地段的通行路徑,其水平由新界政務司批准。
- (b) 承授人須於在本協議日期起計十二個月內自費按《建築物(私家街道及通路)規例》所載的標準及新界政務司批准的方式於上述圖一以棕色間黑斜線顯示的地面上興建鋪築路面通道。
- (c) 承授人須自費保養、維修及修理本條件(a)分條所載的通行路徑所跨越的地面之鋪築路面通道,以及所有屬該處一部分或附屬於該處的物件,以達致新界政務司滿意。承授人將對整個該處負責,猶如該處的絕對擁有人。倘若通行路徑跨越之公共道路的更改工程減少通行路徑的地面或影響其坡度,承授人不得就此提出任何申索,並須進行鋪築路面通道的所有其後更改工程。該通行路徑須以經地政處官員批准的方式及條件授予,並不給予承授人通行路徑的專用權。政府保留權利以向附近其他地段擁有人於現時或將來任何時間授予鋪築路面通道的通行權,或接管上述鋪築路面通道之全部或任何部分以作公共街道。政府毋須就此向承授人或任何獲授上述鋪築路面通道之全部或任何部分通行權的其他擁有人作出賠償。
- (2) 公契條文

第1.1條規定:

「「通行路徑 該條件附錄的「圖則I」上以棕色及棕色間黑斜線顯示的範圍,須按該條件 範圍 特別條件第38條進行保養、維修及修理。|

第3.1.1條規定:

「受限於本公契條文(包括本文訂明的管理人及第一業主之權利的條文),洋房業主享有以下的 地役權、權利和特權:-

(a) 每名洋房業主、其租戶、傭僕、代理及合法佔用人可擁有全權及自由權(與所有其他具有同等權利之人等共享,但受限於公衆人士就通行路徑範圍的權利)通行或再通行、進出、往返和使用屋苑公用地方及屋苑公用設施,以作有關恰當使用及享用其洋房的所有用途。

... |

第6.2.1條規定:

「在管理人獲委任期間,受限於《建築物管理條例》的條文及受限於第6.1.1條及第6.1.2條,管理人須以適合的方式依據公契的條文管理該土地及該屋苑,及各業主現委任管理人為所有業主的代理人,以根據本公契的條文獲正式授權處理任何關於屋苑公用地方及屋苑公用設施的事宜,並賦有全權對其他業主執行本公契的條文。受限於《建築物管理條例》的條文,管理人須負責並獲授全權就適當地按本公契的條文管理該屋苑作必要及有利的行動及事情,惟管理人不得就任何設施或服務進行支出超出現時年度管理預算的10%的改善工程,除獲得按本公契召開的業主大會決議時預過的事前批准外。茲在任何方面毋損上述的一般性,管理人有下列職責:

...

(39) 根據及受限於政府批地文件的條文管理、修理、還原及修復通行路徑範圍。」 第6.4.1條規定:

「屋苑業主須向管理人每月預先繳付管理費用,費用由以下事項組成:

• •

- (1) 根據政府批地文件須為大廈結構及其部分作的維修費用和開支。
- (w) 維修、修理、還原及修復通行權範圍的開支。 |
- B. 根據批地文件規定領由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施
 - 1 請參照以上第A段。
 - 2. 本第B段所提及之設施按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。該等擁有人按規定須由有關住宅物業分攤的管理開支,以支付管理、營運或維持該等設施的部分開支。
- C. 根據批地文件規定須由該項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用 地的大小

不適用。

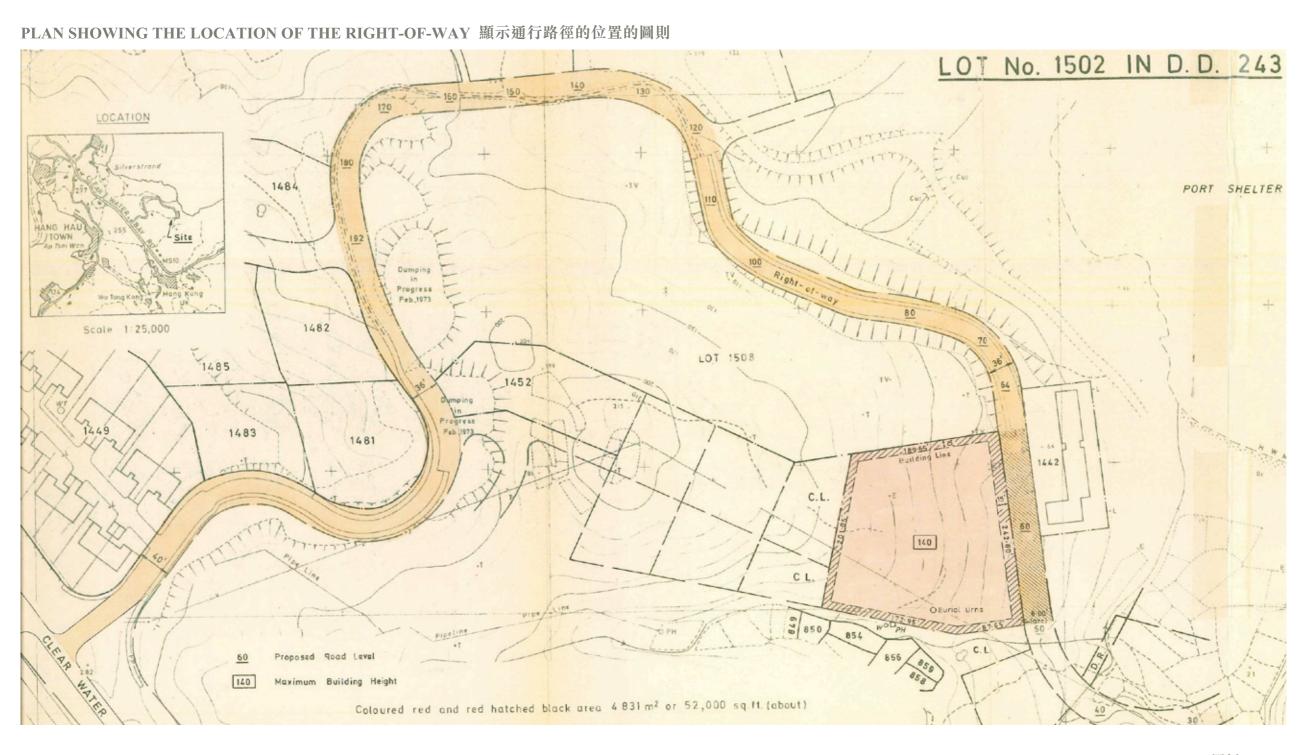
D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章,附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。

關於任何上述於第A段及第B段所述的供公衆使用的任何該等設施,公衆有權按照批地文件使用該等設施。

備註:

- 1. 公契所載的「該土地」指本售樓説明書「批地文件的摘要」所定義的「該地段」。
- 2. 公契所載的「政府批地文件」及「該條件」指本售樓説明書「批地文件的摘要」所定義的「批地文件」。
- 3. 除非另設定義,公契及本售樓説明書「批地文件的摘要」中所定義的名詞適用於上文。





LEGEND 圖例



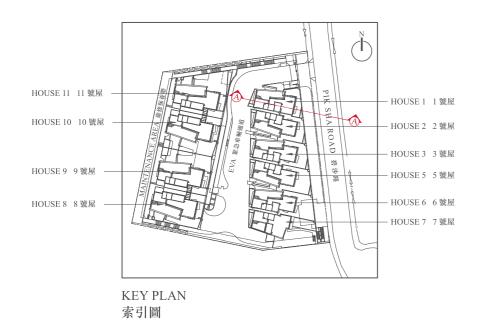
Right-of-way 通行路徑

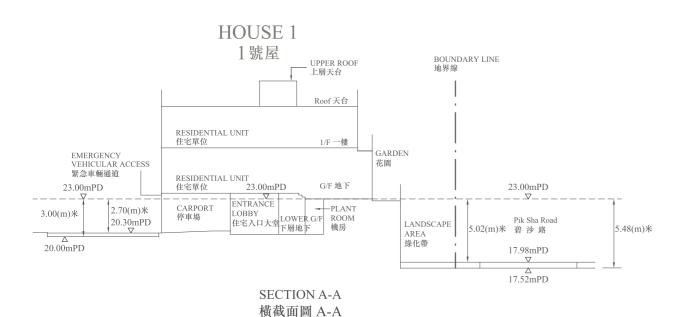


Right-of-way 通行路徑

- 1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
- 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser: -
 - (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
- 4. that in the case of paragraph 3(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.

- 1. 建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外),以在交易中代表買方行事。
- 2. 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向買方提供獨立意見。
- 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事,而擁有人與買方之間出現利益衝突:-
 - (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
- 4. 如屬3(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。



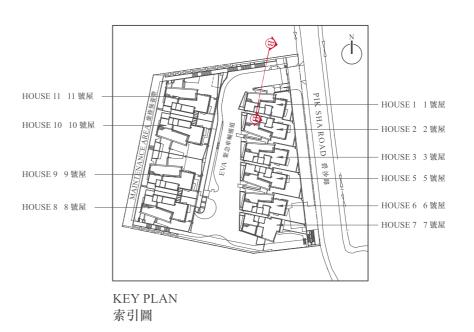


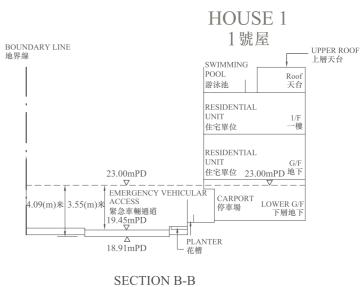
HOUSE 1 1號屋

The Part of Pik Sha Road adjacent to the building is 17.52 to 17.98 metres above the Hong Kong Principal Datum. The 2 Parts of Emergency Vehicular Access adjacent to the building are 20.00 to 20.30 metres and 18.91 to 19.45 metres above the Hong Kong Principal Datum respectively.

毗連建築物的一段碧沙路為香港主水平基準以上17.52至17.98米。

毗連建築物的兩段緊急車輛通道分別為香港主水平基準以上20.00至20.30米及18.91至19.45米。





横截面圖 B-B

LEGEND 圖例

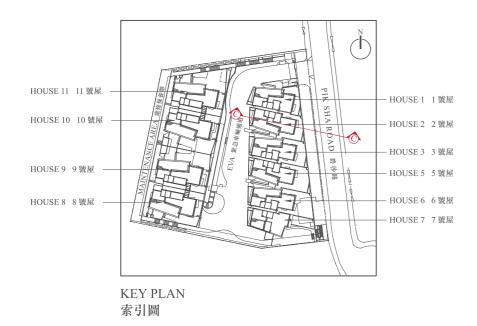
Emergency Vehicular Access EVA

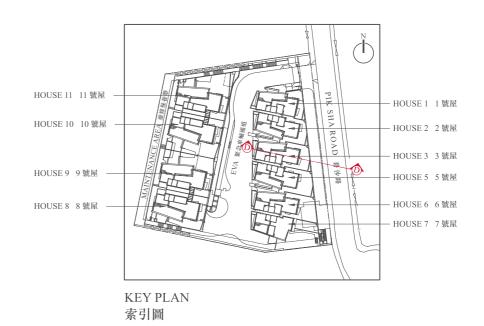
緊急車輛通道

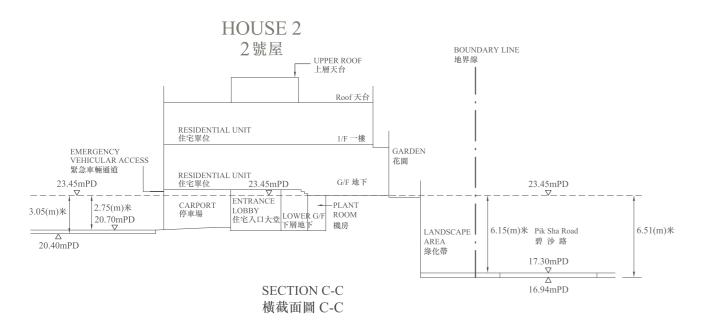
Metres (Above the Hong Kong Principal Datum) mPD

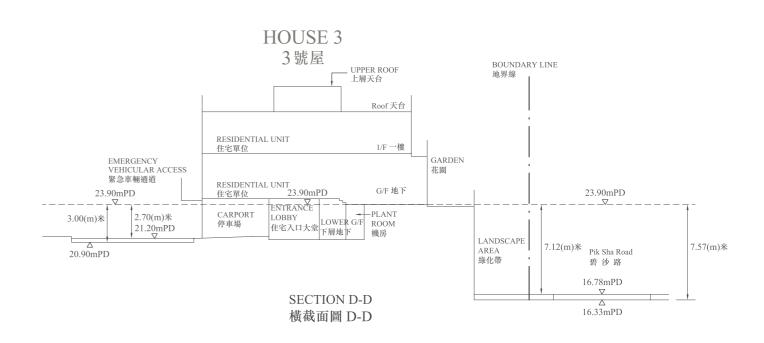
米 (香港主水平基準以上)

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









HOUSE 2 2號屋

The Part of Pik Sha Road adjacent to the building is 16.94 to 17.30 metres above the Hong Kong Principal Datum.

The Part of Emergency Vehicular Access adjacent to the building is 20.40 to 20.70 metres above the Hong Kong Principal Datum.

毗連建築物的一段碧沙路為香港主水平基準以上16.94至17.30米。 毗連建築物的一段緊急車輛通道為香港主水平基準以上20.40至20.70米。

HOUSE 3 3號屋

The Part of Pik Sha Road adjacent to the building is 16.33 to 16.78 metres above the Hong Kong Principal Datum.

The Part of Emergency Vehicular Access adjacent to the building is 20.90 to 21.20 metres above the Hong Kong Principal Datum.

毗連建築物的一段碧沙路為香港主水平基準以上16.33至16.78米。 毗連建築物的一段緊急車輛通道為香港主水平基準以上20.90至21.20米。

LEGEND 圖例

Emergency Vehicular Access EVA

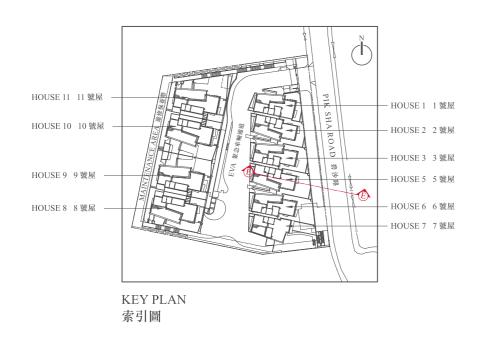
緊急車輛通道

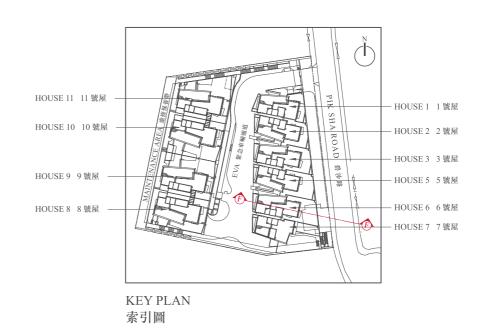
Metres (Above the Hong Kong Principal Datum) mPD

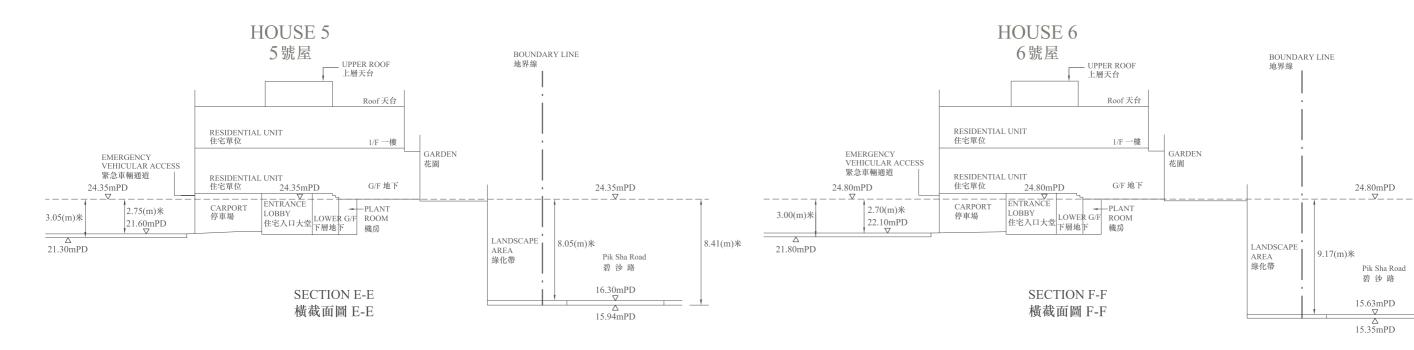
米 (香港主水平基準以上)

Dotted line denotes the lowest residential floor

虚線為最低住宅樓層水平







HOUSE 5 5號屋

The Part of Pik Sha Road adjacent to the building is 15.94 to 16.30 metres above the Hong Kong Principal Datum.

The Part of Emergency Vehicular Access adjacent to the building is 21.30 to 21.60 metres above the Hong Kong Principal Datum.

毗連建築物的一段碧沙路為香港主水平基準以上15.94至16.30米。 毗連建築物的一段緊急車輛通道為香港主水平基準以上21.30至21.60米。

HOUSE 6 6號屋

The Part of Pik Sha Road adjacent to the building is 15.35 to 15.63 metres above the Hong Kong Principal Datum.

The Part of Emergency Vehicular Access adjacent to the building is 21.80 to 22.10 metres above the Hong Kong Principal Datum.

毗連建築物的一段碧沙路為香港主水平基準以上15.35至15.63米。

毗連建築物的一段緊急車輛通道為香港主水平基準以上21.80至22.10米。

LEGEND 圖例

Emergency Vehicular Access EVA

緊急車輛通道

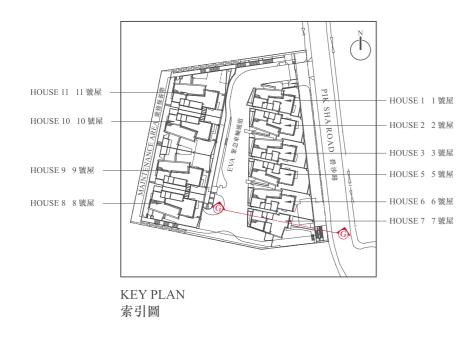
Metres (Above the Hong Kong Principal Datum) mPD

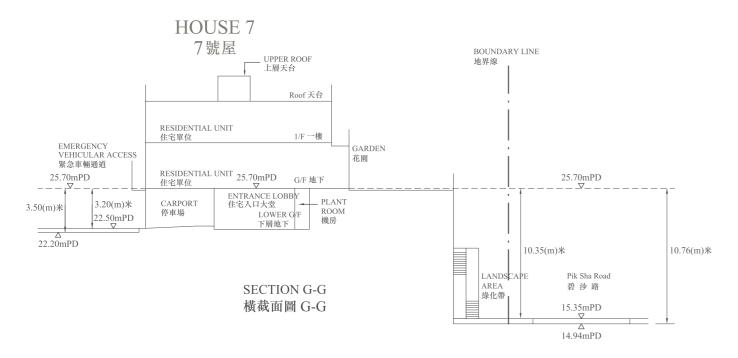
9.45(m)米

米 (香港主水平基準以上)

Dotted line denotes the lowest residential floor

虛線為最低住宅樓層水平





HOUSE 7 7號屋

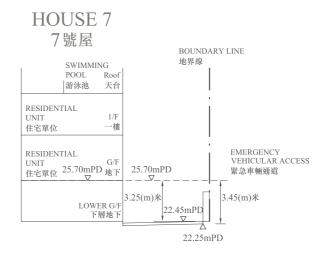
The Part of Pik Sha Road adjacent to the building is 14.94 to 15.35 metres above the Hong Kong Principal Datum. The 2 Parts of Emergency Vehicular Access adjacent to the building are 22.20 to 22.50 metres and 22.25 to 22.45 metres above the Hong Kong Principal Datum respectively.

毗連建築物的一段碧沙路為香港主水平基準以上14.94至15.35米。

毗連建築物的兩段緊急車輛通道分別為香港主水平基準以上22.20至22.50米及22.25至22.45米。



KEY PLAN 索引圖



SECTION H-H 横截面圖 H-H

LEGEND 圖例

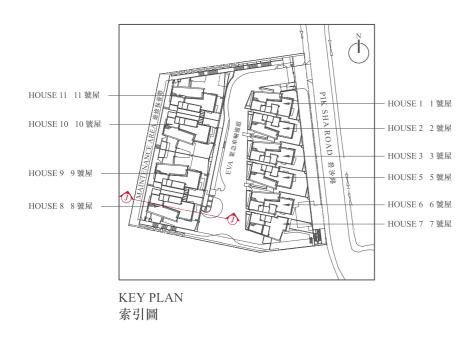
Emergency Vehicular Access EVA

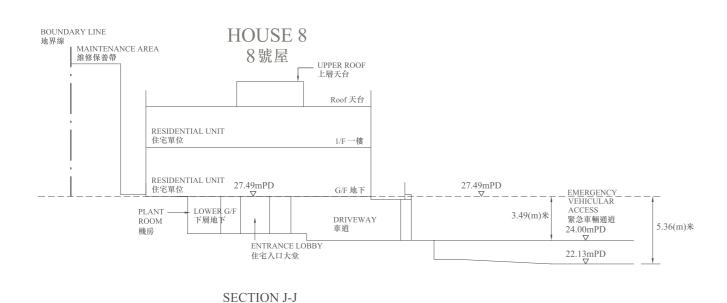
緊急車輛通道

Metres (Above the Hong Kong Principal Datum) mPD

米 (香港主水平基準以上)

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



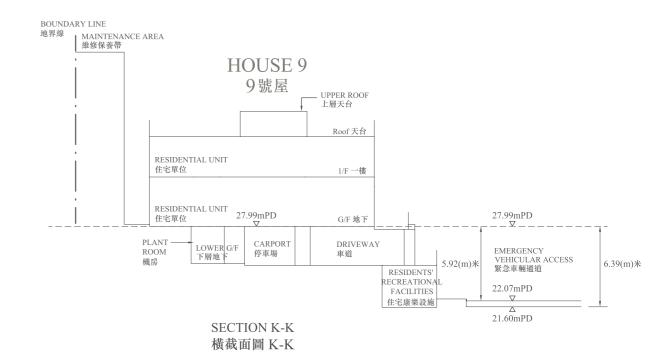


HOUSE 10 10 號屋

HOUSE 9 9 號屋

HOUSE 8 8 號屋

KEY PLAN
索引圖



HOUSE 8 8號屋

The Part of Emergency Vehicular Access adjacent to the building is 22.13 to 24.00 metres above the Hong Kong Principal Datum.

横截面圖 J-J

毗連建築物的一段緊急車輛通道為香港主水平基準以上22.13至24.00米。

HOUSE 9 9號屋

The Part of Emergency Vehicular Access adjacent to the building is 21.60 to 22.07 meters above the Hong Kong Principal Datum.

毗連建築物的一段緊急車輛通道為香港主水平基準以上21.60至22.07米。

LEGEND 圖例

EWA Emergency Vehicular Access

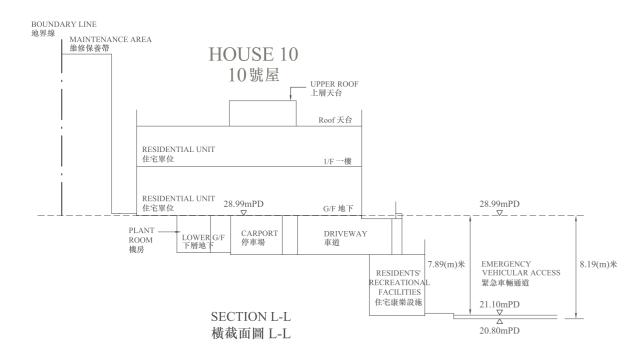
緊急車輛通道

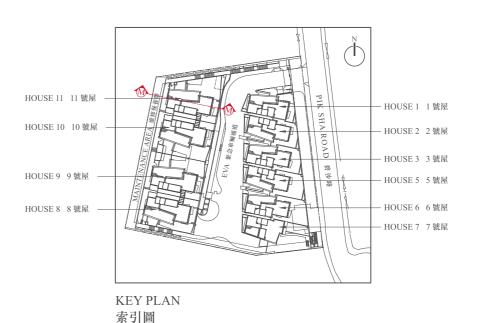
Metres (Above the Hong Kong Principal Datum)

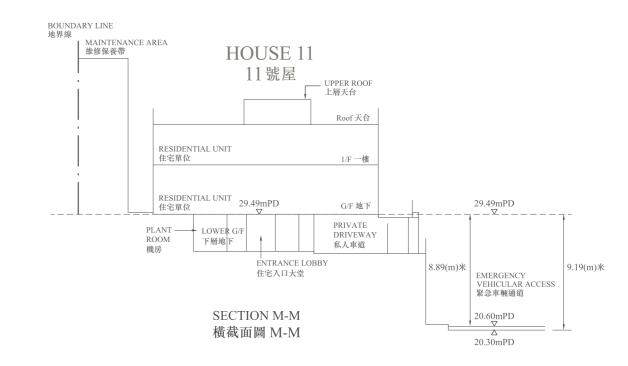
YD 米 (香港主水平基準以上)

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









HOUSE 10 10號屋

The Part of Emergency Vehicular Access adjacent to the building is 20.80 to 21.10 metres above the Hong Kong Principal Datum.

毗連建築物的一段緊急車輛通道為香港主水平基準以上20.80至21.10米。

HOUSE 11 11號屋

The Part of Emergency Vehicular Access adjacent to the building is 20.30 to 20.60 metres above the Hong Kong Principal Datum.

毗連建築物的一段緊急車輛通道為香港主水平基準以上20.30至20.60米。

LEGEND 圖例

EVA Emergency Vehicular Access

聚急車輛通道 緊急車輛通道

Metres (Above the Hong Kong Principal Datum) ** (香港主水平基準以上)

Dotted line denotes the lowest residential floor

The Authorized Person for the Development certified that the elevations shown on this plan:-

- (a) are prepared on the basis of the approved building plans for the Development as of 13 Feb 2018; and
- (b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面:

- (a) 以2018年2月13日的情況為準的發展項目的 經批准的建築圖則為基礎擬備;及
- (b) 大致上與發展項目的外觀一致。



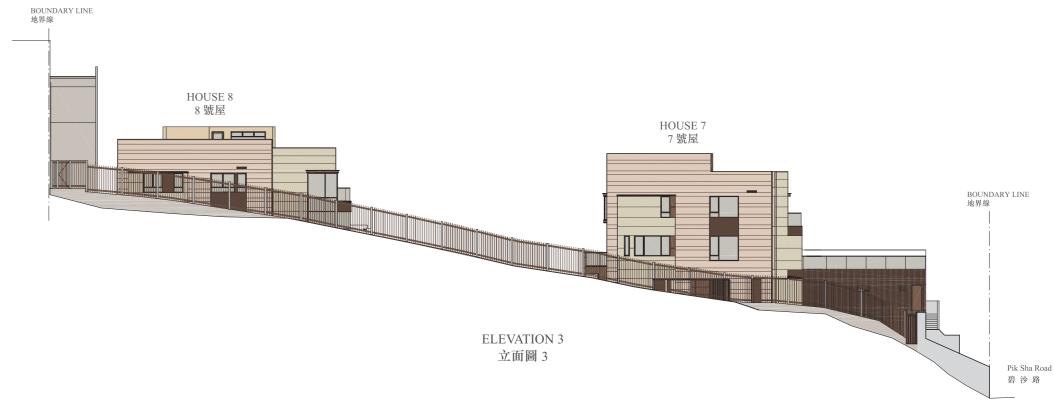


The Authorized Person for the Development certified that the elevations shown on this plan:-

- (a) are prepared on the basis of the approved building plans for the Development as of 13 Feb 2018; and
- (b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面:

- (a) 以2018年2月13日的情況為準的發展項目的 經批准的建築圖則為基礎擬備;及
- (b) 大致上與發展項目的外觀一致。





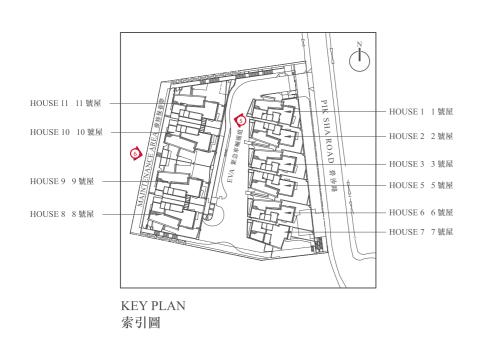
ELEVATION 4 立面圖 4

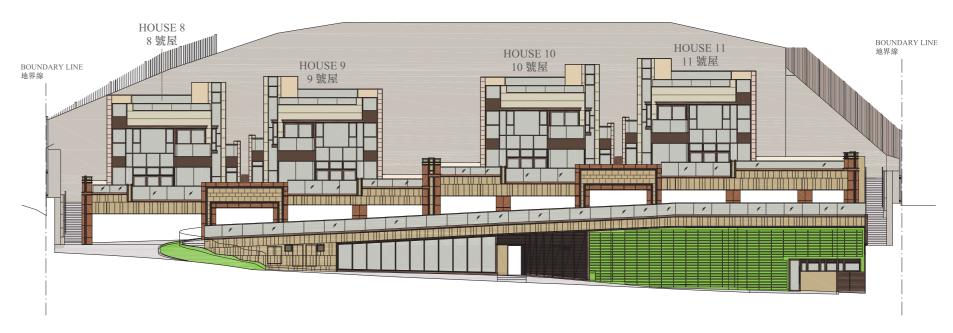
The Authorized Person for the Development certified that the elevations shown on this plan:-

- (a) are prepared on the basis of the approved building plans for the Development as of 13 Feb 2018; and
- (b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面:

- (a) 以2018年2月13日的情況為準的發展項目的 經批准的建築圖則為基礎擬備;及
- (b) 大致上與發展項目的外觀一致。





ELEVATION 5 立面圖 5



ELEVATION 6 立面圖 6

CATEGORY OF COMMON FACILITIES	COVERED 有蓋		UNCOVERED 露天	
公用設施的類別	sq. metre 平方米	sq. ft. 平方呎	sq. metre 平方米	sq. ft. 平方呎
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)	136.105	1,465	-	-
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或有其他名稱)	-	-	-	-
Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	-	-	-	-

Remarks:

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

備註:

以平方米列出的面積是以1平方米=10.764平方呎換算至平方呎並四捨五入至整數。

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

- 1. The address of the website on which a copy of the Outline Zoning Plans relating to the Development is available at: www.ozp.tpb.gov.hk
- 2. A copy of the latest draft of every deed of mutual covenant in respect of the specified residential property as at the date on which the specified residential property is offered to be sold is available for inspection at the place at which the specified residential property is offered to be sold. The inspection is free of charge.
- 1. 關於發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為www.ozp.tpb.gov.hk。
- 2. 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處,以供閱覽。無須為閱覽付費。

Item	Description
(a) External wall	External wall finished with natural stone, glass curtain wall, aluminium cladding, aluminium louvre and ceramic tiles.
(b) Window	Aluminium frame with tempered glass and sandblasted glass.
(c) Bay window	Reinforced concrete bay window. Window sill is finished with natural stone.
(d) Planter	Planter finished with natural stone.
(e) Verandah or balcony	Not applicable.
(f) Drying facilities for clothing	Not applicable.
2. INTERIOR FIN	NISHES
Item	Description
(a) Lobby	Houses 1, 2, 3, 5 & 6 Floor finished with natural stone with stainless steel inlaid and stone skirting. Wall finished with natural stone, timber veneer panel, mirror and laminated glass with stainless steel inlaid. Gypsum board false ceiling plastered with emulsion paint. Houses 7, 8, 9 & 10 Floor finished with natural stone and stone skirting. Wall finished with natural stone, timber veneer panel, mirror and laminated glass with stainless steel inlaid. Gypsum board false ceiling plastered with emulsion paint. House 11 Floor finished with natural stone with stainless steel inlaid and timber skirting with lacquer pain Wall finished with natural stone, timber veneer panel, plastered with emulsion paint and timber molding with paint finish and laminated glass with stainless steel inlaid. Gypsum board false ceiling plastered with emulsion paint. Ground Floor Lobby Houses 8, 9 & 10 Floor finished with natural stone and stone skirting. Wall finished with natural stone with stainless steel inlaid and partial area plastered with stainless steel inlaid and stone skirting.

1. 外部裝修物料	
細項	描述
(a) 外牆	外牆鋪砌天然石、玻璃幕牆、鋁板、鋁質百葉及瓷磚。
(b) 窗	鋁質窗框、強化玻璃及磨砂玻璃。
(c) 窗台	窗台用料為鋼筋混凝土。窗台鋪砌天然石。
(d) 花槽	花槽鋪砌天然石。
(e) 陽台或露台	不適用。
(f) 乾衣設施	不適用。
2. 室內裝修物料	
細項	描述
(a) 大堂	下層地下入口大堂 1、2、3、5及6號屋 地台鋪砌天然石配不銹鋼飾條及石腳線。 牆身鋪砌天然石、木皮面板、鏡及夾層玻璃配不銹鋼飾條。裝有石膏板假天花髹乳膠漆。 7、8、9及10號屋 地台鋪砌天然石及石腳線。 牆身鋪砌天然石、木皮面板、鏡及夾層玻璃配不銹鋼飾條。裝有石膏板假天花髹乳膠漆。 11號屋 地台鋪砌天然石配不銹鋼飾條及木腳線糕手掃漆。 牆身鋪砌天然石、木皮面板、髹乳膠漆及貼木花線配油漆及夾層玻璃配不銹鋼飾條。裝有石膏板假天花髹乳膠漆。