



SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

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| <ol style="list-style-type: none">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 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: -<ol style="list-style-type: none">(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. | <ol style="list-style-type: none">1. 在簽署臨時買賣合約(「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，須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：<ol style="list-style-type: none">(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。 |
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SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

The executed Deed of Mutual Covenant and Management Agreement (“**DMC**”) of the Development deals with the following:-

Unless otherwise defined in this sales brochure, capitalized terms used in the following shall (save as expressly defined herein) have the same meaning of such capitalized terms in the DMC.

A. COMMON PARTS OF THE DEVELOPMENT

“Common Areas and Facilities”

means the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential House Common Areas and Facilities, the Residential Tower Common Areas and Facilities and the Carpark Common Areas and Facilities and (if and when the Sub-Deed in respect of the Commercial Accommodation has been executed) the Commercial Common Areas and Facilities.

“Development Common Areas and Facilities”

means and includes:-

- (a) the Guard Room, the Office for Watchmen, the Owners’ Committee Office, the Pedestrian Walkway, the Quarters for Caretaker;
- (b) such parts of the Pedestrian Links located otherwise than in the Commercial Accommodation or the Residential Accommodation and such part of the Greenery Area not forming part of the Residential Common Areas and Facilities;
- (c) cabinet for fire service and sprinkler inlets, canopies, cable riser duct room, check meter cabinets, corridors, electrical ducts, electrical rooms, emergency generator room, emergency vehicular access, external wall, fire service control room, fuel oil tank room, gas chambers, hose reels, irrigation water tank room, lay-bys, lift lobbies, lift machine room, lift pits, lift shafts, potable and flushing water pump room, pipe ducts, ramps, sprinkler control valve room, staircases, street fire hydrant tank room, transformer room, water meter room, water tanks;
- (d) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole or otherwise not of any individual Owner; and
- (e) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with the DMC

which for the purposes of identification only are shown coloured Violet on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Development other than the Carpark, the Commercial Accommodation and the Residential Accommodation:-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities, the Residential House Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

“Residential Common Areas and Facilities”

means and includes:-

- (a) the Bicycle Parking Spaces, the Covered Landscape, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces;

- (b) the Recreational Areas and the facilities therein;
- (c) such part of the Pedestrian Links and the Greenery Area located within the Residential Common Areas and Facilities;
- (d) the private open space required under Special Condition No.(20)(a) of the Government Grant;
- (e) corridors, emergency vehicular access, greenery areas (other than the Greenery Area), hose reels, horizontal screens, hose reel cabinets, metal architectural features, pipe ducts, planters, refuse storage and material recovery rooms, staircases, water feature filtration plant room, water tanks;
- (f) such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner; and
- (g) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with the DMC

which for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black and Yellow Zigzagged Black on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation:-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential House Common Areas and Facilities and the Residential Tower Common Areas and Facilities.

“Residential House Common Areas and Facilities”

means and includes the landing, staircases, lift, lift shaft, lift pit and such other areas, systems, devices or facilities within the Residential Accommodation or of and in the Land and the Building intended for the benefit of the Residential Houses as a whole or otherwise not of any individual Owner which for the purposes of identification only are shown coloured Red on the DMC Plans but shall exclude the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Residential Tower Common Areas and Facilities.

“Residential Tower Common Areas and Facilities”

means and includes:-

- (a) Non-Structural Prefabricated External Walls, architectural features and the enclosed external drainage pipes, corridors, electric ducts, ELV ducts, fire services facilities, fresh/flushing/cleansing water pump rooms, F.S. water tanks and pump rooms, external walls from 1/F and above of the Residential Towers, hose reels, hose reel cabinets, inaccessible flat roofs and roofs not forming part of any Unit, lifts, lift lobbies, lift machine rooms, lift shafts, lift pits, mail boxes, meter rooms, pipe and pipe ducts, planters, refuse storage and material recovery rooms, roof not forming part of any Unit, roof and flat roof space required as access and working spaces for inspection and maintenance of services of external drainage pipes enclosed by architectural features, sewage sump tanks and pump rooms, staircases, switch rooms, telecommunication broadcast rooms, transfer plate on Mezzanine Floor, transformer rooms, water meter cabinets, water tanks, in or serving the Residential Towers; and
- (b) such areas and facilities of and in the Residential Accommodation intended for the benefit of the Residential Towers or any of them as a whole or otherwise not of any individual Owner;

which for the purposes of identification only are shown coloured Pink on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Residential Towers:-

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Residential Tower Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Carpark Common Areas and Facilities, the Commercial Common Areas and Facilities, the Residential Common Areas and Facilities and the Residential House Common Areas and Facilities.

“Carpark Common Areas and Facilities”

means and includes:-

- (a) the whole of the Carpark except the Parking Spaces, the Visitor Parking Spaces (which form parts of the Residential Common Areas and Facilities) and the Commercial Loading and Unloading Spaces (which form parts of the Commercial Accommodation and, after execution of the Sub-Deed in respect of the Commercial Accommodation, will become the Commercial Common Areas and Facilities);
- (b) driveway, ramp, run-in/out, waiting area and such other areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole or otherwise not of any individual Owner; and
- (c) such other areas and facilities of and in the Land and the Development designated as Carpark Common Areas and Facilities in accordance with the DMC,

which for the purposes of identification only are shown coloured Indigo on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Carpark:-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential House Common Areas and Facilities, the Residential Tower Common Areas and Facilities and the Commercial Common Areas and Facilities.

“Commercial Common Areas and Facilities”

means, after the execution of the Sub-Deed in respect of the Commercial Accommodation,:-

- (a) the Commercial Loading and Unloading Spaces;
- (b) the Pedestrian Links located within the Commercial Accommodation; and
- (c) such other areas and facilities of and in the Land and the Development intended for common use and benefit of the Commercial Accommodation as a whole in accordance with the Sub-Deed in respect of the Commercial Accommodation

PROVIDED THAT where appropriate, if any parts of the Commercial Accommodation:-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Commercial Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential House Common Areas and Facilities, the Residential Tower Common Areas and Facilities and the Carpark Common Areas and Facilities.

B. NUMBER OF UNDIVIDED SHARES ASSIGNED TO EACH RESIDENTIAL PROPERTY IN THE DEVELOPMENT

(A) Residential Towers

Tower 1

	A	B	C	D	E	F	G	H
1/F	-	-	-	-	-	105	73	111
2/F	54	48	60	42	45	104	74	110
3/F	57	48	60	45	48	104	74	110
5/F	57	48	60	45	48	104	74	110
6/F	57	48	60	45	48	104	74	110
7/F	57	48	60	45	48	104	74	110
8/F	57	48	60	45	48	104	74	110
9/F	57	48	60	45	48	104	74	110
10/F	57	48	60	45	48	104	74	110
11/F	57	48	60	45	-	-	-	-
11/F & 12/F (Duplex)	-	-	-	-	-	228	199	215
12/F	61	51	63	47	-	-	-	-
Sub-Total	5,722							

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Tower 2

	A	B	C	D	E	F	G	H
1/F	-	-	-	-	-	101	74	112
2/F	55	48	40	54	-	106	74	112
3/F	58	48	40	53	-	106	74	112
5/F	58	48	40	53	-	106	74	112
6/F	58	48	40	53	42	106	74	112
7/F	58	48	40	53	42	106	74	112
8/F	58	48	40	53	42	106	74	112
9/F	58	48	40	53	42	106	74	112
10/F	58	48	40	53	42	106	74	112
11/F	58	48	40	53	42	-	-	-
11/F & 12/F (Duplex)	-	-	-	-	-	200	182	218
12/F	62	51	41	57	44	-	-	-
Sub-Total	5,519							

Tower 3

	A	B	C	D	E	F	G	H	J	K	L
1/F	79	49	48	81	46	47	53	24	47	47	78
2/F	81	49	48	81	48	49	54	25	48	48	82
3/F	81	49	48	81	48	49	54	25	48	48	82
5/F	81	49	48	81	48	49	54	25	48	48	82
6/F	81	49	48	81	48	49	54	25	48	48	82
7/F	81	49	48	81	48	49	54	25	48	48	82
8/F	81	49	48	81	48	49	54	25	48	48	82
9/F	81	49	48	81	48	49	54	25	48	48	82
10/F	81	49	48	81	48	49	54	25	48	48	82
11/F	81	49	48	81	48	49	54	25	48	48	82
12/F	81	49	48	81	48	49	54	25	48	48	82
15/F	81	49	48	81	48	49	54	25	48	48	82
16/F	81	49	48	81	48	49	54	25	48	48	82
17/F	80	49	48	81	48	49	54	25	48	49	82
18/F	80	49	48	81	48	49	54	25	48	49	82
19/F	80	49	48	81	48	49	54	25	48	49	82
20/F	84	51	51	86	50	51	57	26	51	51	88
Sub-Total	10,440										

Tower 5

	A	B	C	D	E	F	G	H	J	K
1/F	79	49	48	75	48	50	85	70	47	78
2/F	81	49	48	80	47	49	84	72	48	82
3/F	81	49	48	80	47	49	84	72	48	82
5/F	81	49	48	80	47	49	84	72	48	82
6/F	81	49	48	80	47	49	84	72	48	82
7/F	81	49	48	80	47	49	84	72	48	82
8/F	81	49	48	80	47	49	84	72	48	82
9/F	81	49	48	80	47	49	84	72	48	82
10/F	81	49	48	80	47	49	84	72	48	82
11/F	81	49	48	80	47	49	84	72	48	82
12/F	81	49	48	80	47	49	84	72	48	82
15/F	81	49	48	80	47	49	84	72	48	82
16/F	81	49	48	80	47	49	84	72	48	82
17/F	81	49	48	80	47	49	84	72	49	82
18/F	81	49	48	80	47	49	84	72	49	82
19/F	81	49	48	80	47	49	84	72	49	82
20/F	85	51	51	85	49	51	89	76	51	88
Sub-Total	10,908									

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Tower 6

	A	B	C	D	E	F	G	H	J	K
1/F	78	51	48	75	28	49	79	71	48	78
2/F	78	51	48	80	28	50	80	72	49	82
3/F	78	51	48	80	28	50	80	72	49	82
5/F	78	51	48	80	28	50	80	72	49	82
6/F	78	51	48	80	28	50	80	72	49	82
7/F	78	51	48	80	28	50	80	72	49	82
8/F	78	51	48	80	28	50	80	72	49	82
9/F	78	51	48	80	28	50	80	72	49	82
10/F	78	51	48	80	28	50	80	72	49	82
11/F	78	51	48	80	28	50	80	72	49	82
12/F	78	51	48	80	28	50	80	72	49	82
15/F	78	51	48	80	28	50	80	72	49	82
16/F	78	51	48	80	28	50	80	72	49	82
17/F	78	51	48	80	28	50	80	72	49	82
18/F	78	51	48	80	28	50	80	72	49	82
19/F	78	51	48	80	28	50	80	72	49	82
20/F	82	53	52	85	29	52	86	76	51	88
Sub-Total	10,529									

Tower 7

	A	B	C	D	E	F	G	H	J	K
1/F	79	49	48	75	49	50	82	47	48	77
2/F	82	48	48	79	48	49	80	48	49	80
3/F	82	48	48	79	48	49	80	48	49	80
5/F	82	48	48	79	48	49	80	48	49	80
6/F	82	48	48	79	48	49	80	48	49	80
7/F	82	48	48	79	48	49	80	48	49	80
8/F	82	48	48	79	48	49	80	48	49	80
9/F	82	48	48	79	48	49	80	48	49	80
10/F	82	48	48	79	48	49	80	48	49	80
11/F	82	48	48	79	48	49	80	48	49	80
12/F	82	48	48	79	48	49	80	48	49	80
15/F	82	48	48	79	48	49	80	48	49	80
16/F	82	48	48	79	48	49	80	48	49	80
17/F	82	49	48	79	48	49	80	48	49	79
18/F	82	49	48	79	48	49	80	48	49	79
19/F	82	49	48	79	48	49	80	48	49	79
20/F	86	51	51	84	50	52	85	51	52	85
Sub-Total	10,416									

(B) Residential Houses

House No.	Undivided Shares
1	273
2	274
3	268
5	268
6	265
Total	1,348

The total number of Undivided Shares for the Development is 75,000.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

C. TERMS OF YEARS FOR WHICH THE MANAGER OF THE DEVELOPMENT IS APPOINTED

Together Management Company Limited (合眾物業管理有限公司) will be appointed for an initial term of not exceeding two (2) years commencing from the date of the DMC and to be continued thereafter until 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

1.

Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development. The first part of the annual budget 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 Land, the Development and the Development Common Areas and Facilities.
2.

Each Owner of a Residential Unit shall contribute his due proportion of:-

(a)

the budgeted Management Expenses under the second part of the annual budget; and

(b)

a fraction of the budgeted Management Expenses under the fifth part of the annual budget calculated in accordance with the following formula:-

Relevant fraction =

392.5 (i.e. Total gross floor area of Visitor Parking Spaces in square metres)

4,678.5 (i.e. Total gross floor area of Parking Spaces, Commercial Loading and Unloading Spaces and Visitor Parking Spaces in square metres)

which proportion shall equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units. The second part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities and the fifth part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities.

3.

Each Owner of a Residential House shall, in addition to the amount payable under paragraph 2 above, also contribute his due proportion of the budgeted Management Expenses under the third part of the annual budget which proportion shall be equal to the Management Shares of his Residential House divided by the total Management Shares of all Residential House. The third part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential House Common Areas and Facilities.
4.

Each Owner of a Residential Unit in a Residential Tower shall, in addition to the amount payable under paragraph 2 above, contribute his due proportion of the budgeted Management Expenses under the fourth part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units in the Residential Towers. The fourth part of the annual budget shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Tower Common Areas and Facilities.

5.

Each Owner of a Parking Space shall, after taking into account the contribution made by the Owners of the Residential Units and the Owner of the Commercial Accommodation in Clauses 4.8(b)(ii) and (e) of the DMC, contribute his due proportion of the budgeted Management Expenses under the fifth part of the annual budget which proportion shall be equal to the Management Shares of his Parking Space divided by the total Management Shares of all Parking Spaces. Under Clause 4.8(e) of the DMC, the Owner of the Commercial Accommodation shall contribute his due proportion of a fraction of the budgeted Management Expenses under the fifth part of the annual budget being:-

Relevant fraction =

539 (i.e. Total gross floor area of Commercial Loading and Unloading in square metres)

4,678.5 (i.e. Total gross floor area of Parking Spaces, Commercial Loading and Unloading Spaces and Visitor Parking Spaces in square metres)

E. BASIS ON WHICH THE MANAGEMENT FEE DEPOSIT IS FIXED

A sum as security equivalent to 3/12th of the first year’s budgeted Management Expenses payable in respect of the relevant Residential Unit and such security amount shall be non-interest bearing and non-refundable but transferable.

F. THE AREA IN THE DEVELOPMENT RETAINED BY THE VENDOR FOR THE VENDOR’S OWN USE

Not Applicable.

Note: Full script of the executed DMC is available for free inspection upon request at the sales office during opening hours and copies of the DMC can be obtained upon paying necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

發展項目已簽立的公契及管理協議（「公契」）有處理以下各項的條文：

A. 發展項目的公用部分

「公用地方及設施」

指發展項目公用地方及設施、住宅公用地方及設施、住宅屋公用地方及設施、住宅大廈公用地方及設施、停車場公用地方及設施，以及（倘若已就商業區簽署副公契）商業公用地方及設施。

「發展項目公用地方及設施」

指和包括：

- (a) 守衛室、保安人員辦事處、業主委員會辦事處、行人通道、看更宿舍；
- (b) 位於商業區或住宅區以外地方的行人連接通道的該等部分，以及並非構成住宅公用地方及設施的一部分的綠化部分；
- (c) 消防及灑水器入水掣櫃、簷篷、電纜豎管槽室、檢測錶櫃、走廊、電氣管道、電力房、緊急發電機房、緊急車輛通道、外牆、消防控制室、燃油箱室、氣體室、喉輓、灌溉水水箱室、路旁停車處、升降機大堂、升降機機房、升降機井、升降機槽、食用水及沖廁水泵房、管槽、坡道、灑水器控制閥室、樓梯、街道消防栓水箱房、變壓器房、水錶房、水箱；
- (d) 該土地及發展項目內擬供發展項目整體共用與共享或在其他方面非屬任何個別業主的地方及設施；及
- (e) 按公契指定為發展項目公用地方及設施的在該土地及發展項目內的其他地方及設施，

上述地方及設施以紫色在公契圖則上顯示僅供識別之用，但在適當的情況下，如果除停車場、商業區及住宅區以外的發展項目之任何部分屬於：

- (i) 《建築物管理條例》第2條所列「公用部分」定義 (a) 段所涵蓋，及／或
- (ii) 《建築物管理條例》附表1指明的類別並包含在《建築物管理條例》第2條所列「公用部分」定義 (b) 段之下，

則該等部分須視為已包含在發展項目公用地方及設施之內並構成其部分，但不包括住宅公用地方及設施、住宅屋公用地方及設施、住宅大廈公用地方及設施、商業公用地方及設施，以及停車場公用地方及設施。

「住宅公用地方及設施」

指和包括：

- (a) 單車泊位、有蓋園景、住宅裝卸車位、訪客泊車位；
- (b) 休憩地方及其中的設施；
- (c) 位於住宅公用地方及設施之內的行人連接通道及綠化部分；
- (d) 政府批地書特別條款第 (20)(a) 條規定的私用休憩場地；

- (e) 走廊、緊急車輛通道、綠化地方（除綠化區域外）、喉輓、橫向屏障、喉輓櫃、金屬建築裝飾、管槽、花槽、垃圾及物料回收室、樓梯、庭園水飾過濾機房、水箱；

- (f) 該土地及發展項目內擬供住宅區整體共享或在其他方面非屬任何個別業主的地方及設施；及

- (g) 按公契指定為住宅公用地方及設施的在該土地及發展項目內的其他地方及設施，

上述地方及設施以黃色、黃色間黑斜線及黃色加之字形黑線在公契圖則上顯示僅為識別之用，但在適當的情況下，如果住宅區之任何部分屬於：

- (i) 《建築物管理條例》第2條所列「公用部分」定義 (a) 段所涵蓋，及／或
- (ii) 《建築物管理條例》附表1指明的類別並包含在《建築物管理條例》第2條所列「公用部分」定義 (b) 段之下，

則該等部分須視為已包含在住宅公用地方及設施之內並構成其部分，但不包括發展項目公用地方及設施、停車場公用地方及設施、商業公用地方及設施、住宅屋公用地方及設施，以及住宅大廈公用地方及設施。

「住宅屋公用地方及設施」

指和包括地台、樓梯、升降機、升降機槽、升降機井，以及在住宅區之內或在該土地及該建築物內擬供住宅屋整體共享或在其他方面非屬任何個別業主的其他地方、系統、裝置或設施，上述地方、系統、裝置及設施以紅色在公契圖則上顯示僅為識別之用，但不包括發展項目公用地方及設施、停車場公用地方及設施、商業公用地方及設施、住宅公用地方及設施，以及住宅大廈公用地方及設施。

「住宅大廈公用地方及設施」

指和包括：

- (a) 在住宅大廈內的或為住宅大廈服務的非結構性預製外牆、建築裝飾及隱藏的外部排水管、走廊、電氣槽、超低壓電線槽、消防設施、食水／沖廁水／洗滌水泵房、消防水箱及泵房、住宅大廈自1樓起及以上的外牆、喉輓、喉輓櫃、不可到達的及不構成任何單位一部分的平台和天台、升降機、升降機大堂、升降機機房、升降機槽、升降機井、信箱、錶房、管道和管槽、花槽、垃圾及物料回收室、不構成任何單位一部分的天台、檢查和維修被建築裝飾隱藏的外部排水管時所需作為通道及工作空間的天台和平台空間、污水集水箱及泵房、樓梯、電掣房、電訊廣播室、在閣樓層的轉換層、變壓器房、水錶櫃、水箱；及

- (b) 住宅區內擬供各幢住宅大廈或其任何一幢整體共享或在其他方面非屬任何個別業主的地方及設施，上述地方及設施以粉紅色在公契圖則上顯示僅供識別之用，但在適當的情況下，如果住宅區之任何部分屬於：

- (i) 《建築物管理條例》第2條所列「公用部分」定義 (a) 段所涵蓋，及／或
- (ii) 《建築物管理條例》附表1指明的類別並包含在《建築物管理條例》第2條所列「公用部分」定義 (b) 段之下，

則該等部分須視為已包含在住宅大廈公用地方及設施之內並構成其部分，但不包括發展項目公用地方及設施、停車場公用地方及設施、商業公用地方及設施、住宅公用地方及設施，以及住宅屋公用地方及設施。

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

「停車場公用地方及設施」

指和包括：

- (a) 除外泊車位、訪客泊車位（其構成住宅公用地方及設施的部分）和商業裝卸車位（其構成商業區的部分，並在關於商業區的副公契簽署後，將成為商業公用地方及設施）以外的整個停車場；
- (b) 車道、坡道、車輛進出口通道、等候區，以及該土地及發展項目內供停車場整體共用與共享或在其他方面非屬任何個別業主的其他地方及設施；及
- (c) 按公契指定為停車場公用地方及設施的在該土地及發展項目內的其他地方及設施，

上述地方及設施以靛色在公契圖則上顯示僅供識別之用，但在適當的情況下，如果停車場之任何部分屬於：

- (i) 《建築物管理條例》第2條所列「公用部分」定義 (a) 段所涵蓋，及／或
- (ii) 《建築物管理條例》附表1指明的類別並包含在《建築物管理條例》第2條所列「公用部分」定義 (b) 段之下，

則該等部分須視為已包含在停車場公用地方及設施之內並構成其部分，但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅屋公用地方及設施、住宅大廈公用地方及設施，以及商業公用地方及設施。

「商業公用地方及設施」

指在關於商業區的副公契簽署後的：

- (a) 商業裝卸車位；
 - (b) 位於商業區之內的行人連接通道；及
 - (c) 根據關於商業區的副公契在該土地及發展項目內擬供商業區整體共用與共享的其他地方及設施；及
- 但在適當的情況下，如果商業區之任何部分屬於：
- (i) 《建築物管理條例》第2條所列「公用部分」定義 (a) 段所涵蓋，及／或
 - (ii) 《建築物管理條例》附表1指明的類別並包含在《建築物管理條例》第2條所列「公用部分」定義 (b) 段之下，

則該等部分須視為已包含在商業公用地方及設施之內並構成其部分，但不包括發展項目公用地方及設施、住宅公用地方及設施、住宅屋公用地方及設施、住宅大廈公用地方及設施，以及停車場公用地方及設施。

B. 分配予發展項目中每個住宅物業的不分割份數數目

(A) 住宅大廈

第1座

	A	B	C	D	E	F	G	H
1樓	-	-	-	-	-	105	73	111
2樓	54	48	60	42	45	104	74	110
3樓	57	48	60	45	48	104	74	110
5樓	57	48	60	45	48	104	74	110
6樓	57	48	60	45	48	104	74	110
7樓	57	48	60	45	48	104	74	110
8樓	57	48	60	45	48	104	74	110
9樓	57	48	60	45	48	104	74	110
10樓	57	48	60	45	48	104	74	110
11樓	57	48	60	45	-	-	-	-
11樓及12樓 (複式)	-	-	-	-	-	228	199	215
12樓	61	51	63	47	-	-	-	-
小計	5,722							

第2座

	A	B	C	D	E	F	G	H
1樓	-	-	-	-	-	101	74	112
2樓	55	48	40	54	-	106	74	112
3樓	58	48	40	53	-	106	74	112
5樓	58	48	40	53	-	106	74	112
6樓	58	48	40	53	42	106	74	112
7樓	58	48	40	53	42	106	74	112
8樓	58	48	40	53	42	106	74	112
9樓	58	48	40	53	42	106	74	112
10樓	58	48	40	53	42	106	74	112
11樓	58	48	40	53	42	-	-	-
11樓及12樓 (複式)	-	-	-	-	-	200	182	218
12樓	62	51	41	57	44	-	-	-
小計	5,519							

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

第3座

	A	B	C	D	E	F	G	H	J	K	L
1樓	79	49	48	81	46	47	53	24	47	47	78
2樓	81	49	48	81	48	49	54	25	48	48	82
3樓	81	49	48	81	48	49	54	25	48	48	82
5樓	81	49	48	81	48	49	54	25	48	48	82
6樓	81	49	48	81	48	49	54	25	48	48	82
7樓	81	49	48	81	48	49	54	25	48	48	82
8樓	81	49	48	81	48	49	54	25	48	48	82
9樓	81	49	48	81	48	49	54	25	48	48	82
10樓	81	49	48	81	48	49	54	25	48	48	82
11樓	81	49	48	81	48	49	54	25	48	48	82
12樓	81	49	48	81	48	49	54	25	48	48	82
15樓	81	49	48	81	48	49	54	25	48	48	82
16樓	81	49	48	81	48	49	54	25	48	48	82
17樓	80	49	48	81	48	49	54	25	48	49	82
18樓	80	49	48	81	48	49	54	25	48	49	82
19樓	80	49	48	81	48	49	54	25	48	49	82
20樓	84	51	51	86	50	51	57	26	51	51	88
小計	10,440										

第5座

	A	B	C	D	E	F	G	H	J	K
1樓	79	49	48	75	48	50	85	70	47	78
2樓	81	49	48	80	47	49	84	72	48	82
3樓	81	49	48	80	47	49	84	72	48	82
5樓	81	49	48	80	47	49	84	72	48	82
6樓	81	49	48	80	47	49	84	72	48	82
7樓	81	49	48	80	47	49	84	72	48	82
8樓	81	49	48	80	47	49	84	72	48	82
9樓	81	49	48	80	47	49	84	72	48	82
10樓	81	49	48	80	47	49	84	72	48	82
11樓	81	49	48	80	47	49	84	72	48	82
12樓	81	49	48	80	47	49	84	72	48	82
15樓	81	49	48	80	47	49	84	72	48	82
16樓	81	49	48	80	47	49	84	72	48	82
17樓	81	49	48	80	47	49	84	72	49	82
18樓	81	49	48	80	47	49	84	72	49	82
19樓	81	49	48	80	47	49	84	72	49	82
20樓	85	51	51	85	49	51	89	76	51	88
小計	10,908									

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

第6座

	A	B	C	D	E	F	G	H	J	K
1樓	78	51	48	75	28	49	79	71	48	78
2樓	78	51	48	80	28	50	80	72	49	82
3樓	78	51	48	80	28	50	80	72	49	82
5樓	78	51	48	80	28	50	80	72	49	82
6樓	78	51	48	80	28	50	80	72	49	82
7樓	78	51	48	80	28	50	80	72	49	82
8樓	78	51	48	80	28	50	80	72	49	82
9樓	78	51	48	80	28	50	80	72	49	82
10樓	78	51	48	80	28	50	80	72	49	82
11樓	78	51	48	80	28	50	80	72	49	82
12樓	78	51	48	80	28	50	80	72	49	82
15樓	78	51	48	80	28	50	80	72	49	82
16樓	78	51	48	80	28	50	80	72	49	82
17樓	78	51	48	80	28	50	80	72	49	82
18樓	78	51	48	80	28	50	80	72	49	82
19樓	78	51	48	80	28	50	80	72	49	82
20樓	82	53	52	85	29	52	86	76	51	88
小計	10,529									

第7座

	A	B	C	D	E	F	G	H	J	K
1樓	79	49	48	75	49	50	82	47	48	77
2樓	82	48	48	79	48	49	80	48	49	80
3樓	82	48	48	79	48	49	80	48	49	80
5樓	82	48	48	79	48	49	80	48	49	80
6樓	82	48	48	79	48	49	80	48	49	80
7樓	82	48	48	79	48	49	80	48	49	80
8樓	82	48	48	79	48	49	80	48	49	80
9樓	82	48	48	79	48	49	80	48	49	80
10樓	82	48	48	79	48	49	80	48	49	80
11樓	82	48	48	79	48	49	80	48	49	80
12樓	82	48	48	79	48	49	80	48	49	80
15樓	82	48	48	79	48	49	80	48	49	80
16樓	82	48	48	79	48	49	80	48	49	80
17樓	82	49	48	79	48	49	80	48	49	79
18樓	82	49	48	79	48	49	80	48	49	79
19樓	82	49	48	79	48	49	80	48	49	79
20樓	86	51	51	84	50	52	85	51	52	85
小計	10,416									

(B) 住宅屋

屋號	不分割份數
1	273
2	274
3	268
5	268
6	265
合計	1,348

發展項目的不分割份數總數為75,000。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

C. 發展項目管理人的委任年期

合眾物業管理有限公司 (Together Management Company Limited) 將獲委任為管理人，首個任期自公契的日期起計不超過兩(2)年，其後持續直至根據公契的條款終止為止。

D. 管理開支按甚麼基準在發展項目中的住宅物業業主之間分攤

1. 每個單位的業主須按適當比例分擔年度預算的第一部分之下預算管理開支，該比例相等於其單位的管理份數除以發展項目的管理份數總數。年度預算的第一部分涵蓋管理人認為（除非有明顯錯誤否則其決定為最終）為所有業主的利益而須作出的或為妥善管理該土地、發展項目和發展項目公用地方及設施所需的一切支出。
2. 住宅單位的每一業主須按適當比例分擔以下項目：
 - (a) 年度預算的第二部分之下的預算管理開支；及
 - (b) 按以下方程式計算的年度預算的第五部分之下預算開支的部份：

$$\text{有關部份} = \frac{392.5 \text{ (即訪客泊車位以平方米計算的總建築面積)}}{4,678.5 \text{ (即泊車位、商業裝卸車位及訪客泊車位以平方米計算的總建築面積)}}$$

該比例相等於其住宅單位的管理份數除以所有住宅單位的管理份數總數。年度預算的第二部分涵蓋管理人認為（除非有明顯錯誤否則其決定為最終）與住宅公用地方及設施具體相關的一切支出，而年度預算的第五部分涵蓋管理人認為（除非有明顯錯誤否則其決定為最終）與停車場公用地方及設施具體相關的一切支出。

3. 除根據以上第2段須付的金額外，住宅屋的每名業主還須按適當比例分擔年度預算的第三部分之下所佔預算管理開支，該比例相等於其住宅屋的管理份數除以所有住宅屋的管理份數總數。年度預算的第三部分涵蓋管理人認為（除非有明顯錯誤否則其決定為最終）與住宅屋公用地方及設施具體相關的一切支出。
4. 除根據以上第2段須付的金額外，住宅大廈的住宅單位之每名業主還須按適當比例分擔年度預算的第四部分之下所佔預算管理開支的適當比例，該比例相等於其住宅單位的管理份數除以各幢住宅大廈所有住宅單位的管理份數總數。年度預算的第四部分涵蓋管理人認為（除非有明顯錯誤否則其決定為最終）與住宅大廈公用地方及設施具體相關的一切支出。

5. 在計及住宅單位的業主和商業區的業主在公契第 4.8(b)(ii) 和 (e) 條所分擔的開支後，泊車位的每名業主須按適當比例分擔年度預算的第五部分之下所佔預算管理開支，該比例相等於其泊車位的管理份數除以所有泊車位的管理份數總數。根據公契第 4.8(e) 條，商業區的業主須按適當比例分擔年度預算的第五部分之下所佔預算管理開支的部份，該部份為：

$$\text{有關部份} = \frac{539 \text{ (即商業裝卸車位以平方米計算的總建築面積)}}{4,678.5 \text{ (即泊車位、商業裝卸車位及訪客泊車位以平方米計算的總建築面積)}}$$

E. 計算管理費按金的基準

須就有關住宅單位支付一筆相等於首年預算管理開支的3/12之款額作為保證金，該保證金金額不附利息，不設退款，但可轉讓。

F. 賣方在發展項目中保留作自用的範圍

不適用。

註：已簽立的公契（「公契」）之全文可於售樓處於開放時間按要求供免費查閱。在支付所需影印費後，亦可取得公契之複印本。

SUMMARY OF LAND GRANT

批地文件的摘要

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

The Development is constructed on Tseung Kwan O Town Lot No. 93 (**the “Lot”**) which is held under the New Grant No. 21603 dated 16 July 2013 (**the “Land Grant”**).

B. Term of years

The Lot is granted for a term of 50 years commencing from 16 July 2013.

C. User restrictions applicable to the Land

1. Special Condition No. (4) stipulates that:

- “(a) 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, hotel and petrol filling station) purposes.
- (b) 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 which it is designed, constructed, and intended to be used in accordance with these Conditions and the approved design and disposition under Special Condition No. (8)(h) hereof.”

- 2. Special Condition No. (5)(d) stipulates that the Lot or any part thereof shall not be developed or re-developed except in accordance with the Master Layout Plans approved by the Director of Lands (the “**Director**”) and no building or structure which is not shown on the approved Master Layout Plans shall be erected, constructed or maintained on or within the Lot.
- 3. Special Condition No. (7)(b)(iii) stipulates that the Greenery Area provided thereunder shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Lot.
- 4. Special Condition No. (8)(b) stipulates that 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 the Land Grant, nor may any development or use of the Lot or any part thereof, or of any area or areas outside the Lot specified in the Land Grant 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.
- 5. Special Condition No. (9)(a) stipulates that no part of the building or buildings erected or to be erected on or over the Pink Hatched Blue Area provided under Special Condition No. (9) shall be used for private residential purposes or any noise sensitive uses except with the prior written approval of the Director of Environmental Protection.
- 6. Special Condition Nos. (10)(a) and (19)(a) stipulate that except for the Pedestrian Walkway as referred to in Special Condition No. (19)(b), no building or structure or boundary wall or fence or support for any building or structure may be erected or constructed on or above the ground level of the Pink Hatched Black Circled Black Area under Special Condition No. (10)(a) and the Pink Hatched Black Area under Special Condition No. (19)(a).
- 7. Special Condition No. (14)(c)(i) and (iii) stipulate that the Exempted Facilities provided under Special Condition No. (14) shall be designated as and form part of the Common Areas referred to in Special Condition No. (24)(a)(v) (the “**Common Areas**”) and shall only be used by the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors and by no other person or persons.

- 8. Special Condition Nos. (15)(a)(ii) and (d) stipulate that the office accommodation for watchmen or caretakers or both provided under Special Condition No. (15)(a) 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 shall be designated as and form part of the Common Areas.
- 9. Special Condition Nos. (16)(a)(ii) and (c) stipulate that the quarters for watchmen or caretakers or both provided under Special Condition No. (16)(a) shall not be used for any purpose other than the residential accommodation of watchman or caretakers or both, who are wholly and necessarily employed on the Lot, and shall be designated as and form part of the Common Areas.
- 10. Special Condition Nos. (17)(a)(i) and (c) stipulate that the office for the use of the Owners’ Corporation or the Owners’ Committee provided under Special Condition No. (17)(a) 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 shall be designated as and form part of the Common Areas.
- 11. Special Condition No. (18)(a) stipulates that the Pedestrian Links provided under Special Condition No. (18) shall be for the purpose as set out in Special Condition No. (18)(b) as set out below.
- 12. Special Condition No. (19)(c) stipulates that the Pedestrian Walkway provided under Special Condition No. (19)(b) shall be open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.
- 13. Special Condition No. (19)(d) stipulates that subject to Special Condition No. (10)(a) and save with the prior written consent of the Director, the Pink Hatched Black Area and the Pink Hatched Black Circled Black Area shall not be used for any purpose other than for the provision of the Pedestrian Walkway as provided in Special Condition No. (19)(a) and (b).
- 14. Special Condition No. (20) stipulates that the Private Open Space provided thereunder shall not be used for any purpose other than recreational purposes for the common use and benefit of the residents and occupiers of the residential block or blocks erected or to be erected on the Lot and their bona fide guests or visitors and shall be designated as and form part of the Common Areas.
- 15. Special Condition No. (27)(a)(iv) stipulates that the Residential Parking Spaces provided under Special Condition Nos. (27)(a)(i) and (iii) shall not be used for any purpose other than for the purposes respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- 16. Special Condition No. (27)(b)(iii) stipulates that the parking spaces provided under Special Condition Nos. (27)(b)(i)(I) and (II) 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 respective purposes stipulated in the said sub-clauses and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- 17. Special Condition No. (27)(c)(ii) stipulates that the Parking Spaces for Disabled Persons provided under Special Condition No. (27)(c)(i) shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

SUMMARY OF LAND GRANT

批地文件的摘要

18. Special Condition No. (27)(d)(ii) stipulates that the Residential Motor Cycle Parking Spaces provided under Special Condition No. (27)(d)(i)(I) 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 or for the provision of car cleaning and beauty services.
19. Special Condition No. (27)(d)(iii) stipulates that the spaces provided under Special Condition Nos. (27)(d)(i)(II) and (III) 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 respective purposes stipulated in Special Condition Nos. (27)(b)(i)(I) and (b)(i)(II) and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
20. Special Condition No. (27)(e) stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees.
21. Special Condition No. (28)(a)(ii) stipulates that each of the spaces provided under Special Condition No. (28)(a)(i) 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.
22. Special Condition No. (28)(b)(i) stipulates that the lay-by provided thereunder shall not be used for any purpose other than for the picking up and setting down of passengers from buses.
23. Special Condition No. (28)(b)(ii) stipulates that the lay-bys provided thereunder shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxi).
24. Special Condition No. (41) 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.

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

Special Condition Nos. (19)(b) to (e) stipulate that:-

- “(b) The Purchaser shall at his own expense and in accordance with the Approved Landscape Master Plan landscape the Pink Hatched Black Area and the Pink Hatched Black Circled Black Area and provide at the ground level thereof a pedestrian walkway with a width of 10 metres together with such facilities including but not limited to lighting as the Director in his sole discretion may require from time to time (hereinafter referred to as “**the Pedestrian Walkway**”) in all respects to the satisfaction of the Director.
- (c) The Purchaser shall throughout the term hereby agreed to be granted at all times during the existence of the Pedestrian Walkway and in compliance with any requirements which the Director may impose keep the Pedestrian Walkway open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.
- (d) Subject to Special Condition No. (10)(a) hereof and save with the prior written consent of the Director, the Pink Hatched Black Area and the Pink Hatched Black Circled Black Area shall not be used for any purpose other than for the provision of the Pedestrian Walkway as provided in sub-clauses (a) and (b) of this Special Condition.

- (e) The Purchaser shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director.”

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

1. General Condition No. 7 stipulates that:-

- “(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.”

2. Special Condition No. (3) stipulates that:-

“The Purchaser shall develop the Lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2019.”

3. Special Condition No. (6) 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.

4. Special Condition No. (7) stipulates that:-

- “(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition. No site formation works shall be commenced on the Lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (6) hereof.
- (b) (i) 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, the Pedestrian Walkway to be provided under Special Condition No. (19) hereof and such other information as the Director may require.

SUMMARY OF LAND GRANT

批地文件的摘要

- (ii) Not less than 30% of the area of the Lot shall be planted with trees, shrubs or other plants.
 - (iii) Not less than 50% of the 30% referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as “**the Greenery Area**”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the Lot.
 - (iv) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(ii) of this Special Condition shall be final and binding on the Purchaser.
 - (v) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
 - (c) The Purchaser shall at his own expense landscape the Lot in accordance with the approved landscape master plan (hereinafter referred to as “**the Approved Landscape Master Plan**”) in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written consent of the Director.
 - (d) The Purchaser shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
 - (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof.”
5. Special Condition No. (12) stipulates that:-
- “Notwithstanding Special Condition No.(8)(f) and subject to Special Condition No. (19)(a) hereof, no building or structure erected or to be erected on or over that portion of the Lot within the “75m BREEZEWAY” which lies between the green broken lines shown and marked on the plan annexed hereto shall in the aggregate exceed a height of 30 metres above the ground level.”
6. Special Condition No. (14) stipulates that:-
- “(a) The Purchaser may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “**the Facilities**”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
 - (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (8)(d) hereof, subject to Special Condition No. (43)(d) hereof, any part of the Facilities provided within the Lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
 - (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “**the Exempted Facilities**”):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof;
 - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors and by no other person or persons.”
7. Special Condition No. (18) stipulates that:-
- “(a) The Purchaser shall within such time limit as specified under Special Condition No. (3) hereof at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director (which segregated pedestrian ways or paths together with such stairs, ramps, lightings and escalators are hereinafter collectively referred to as “**the Pedestrian Links**”).
 - (b) The Pedestrian Links shall follow the shortest possible routes and shall be covered, constructed and designed so as to:
 - (i) link up each and every building to be erected on the Lot at such locations and levels of the building as may be required or approved by the Director; and
 - (ii) link up all major facilities within the Lot including the shops, residential blocks, open space and community facilities provided thereon.
 - (c) The Purchaser shall throughout the term hereby agreed to be granted maintain at his own expense the Pedestrian Links in good and substantial repair and condition to the satisfaction of the Director.”
8. The Pedestrian Walkway under Special Condition No. (19).
9. Special Condition No. (20) stipulates that:-
- “(a) The Purchaser shall at his own expense and to the satisfaction of the Director provide and maintain within the Lot areas of open space of not less than 2,000 square metres (hereinafter referred to as “**the Private Open Space**”). The Private Open Space shall not be used for any purpose other than recreational purposes for the common use and benefit of the residents and occupiers of the residential block or blocks erected or to be erected on the Lot and their bona fide guests or visitors. The Private Open Space shall be located, formed, serviced, landscaped, planted, provided and maintained with such equipment and facilities as the Director may require and in all respects to his satisfaction.
 - (b) The Private Open Space shall be designated as and form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof.”
10. Special Condition No. (27) stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and bicycles at such rate and size and for such use as stipulated thereunder.
11. Special Condition No. (28) stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles and for the picking up and setting down of passengers and size and for such use as stipulated thereunder.
12. Special Condition No. (40) stipulates that:-
- “(a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

SUMMARY OF LAND GRANT

批地文件的摘要

- (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.”

F. Lease conditions that are onerous to a purchaser

1. General Condition No. 5(c) stipulates that the Purchaser (defined in the Land Grant to include the grantee and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns) indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of the Land Grant or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the Lot where such damage or soil and groundwater contamination has, in the opinion of the Director, arisen out of any use of the Lot, or any development or redevelopment of the Lot or part thereof or out of any activities carried out on the Lot or out of any other works carried out thereon by the Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with the Land Grant or in breach thereof.
2. Special Condition No. (2) stipulates that:-

“The Purchaser acknowledges that there are some buildings and structures existing on the Lot and undertakes to remove at his own expense the said buildings and structures from the Lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the said buildings and structures and the Purchaser 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, the use and the demolition and removal of the said buildings and structures or any part thereof.”
3. Special Condition No. (6) in relation to preservation of trees as set out above.
4. Special Condition No. (7)(c) in relation to keeping and maintaining of the landscaped works as set out above.
5. Special Condition No. (18)(c) in relation to the maintenance of the Pedestrian Links as set out above.
6. Special Condition No. (19)(a) stipulates that:-

“Except for the Pedestrian Walkway (as hereinafter defined) or other structure as may be approved in writing by the Director, no building or structure may be erected at or above the ground level of the Pink Hatched Black Circled Black Area and that portion of the Lot as shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as “**the Pink Hatched Black Area**”).”
7. Special Condition No. (19)(e) in relation to the maintenance of the Pedestrian Walkway as set out above and Special Condition No. (19)(f) in relation to the indemnity to the Government regarding the Pedestrian Walkway which is set out as follows :-

“The Purchaser hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Purchaser, his servants, workmen and contractors in connection with the provision, management and maintenance of the Pedestrian Walkway.”

8. Special Condition No. (20)(a) in relation to the maintenance of the Private Open Space as set out above.
9. Special Condition No. (31) in relation to the restriction on alienation of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces is set out below :-

“(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, 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. For the avoidance of doubt, a detached, semi-detached or terraced house which is intended for use as a single family residence shall be regarded as a residential unit referred to in this sub-clause (a). The decision of the Director as to whether a detached, semidetached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

 - (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser 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 Purchaser.
 - (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the Lot as a whole.
 - (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons.”
10. Special Condition No. (37) stipulates that:-

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



SUMMARY OF LAND GRANT

批地文件的摘要

11. Special Condition No. (38) stipulates that:-

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

12. Special Condition No.(39) stipulates that:-

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

13. Special Condition No. (40) in relation to construction and maintenance of drains and channels as set out above.

Note :

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. The term “Purchaser” in this part means the Purchaser as defined in the Land Grant.



SUMMARY OF LAND GRANT

批地文件的摘要

A. 發展項目所位於的土地的地段編號

發展項目興建於將軍澳市地段第93號（「**該地段**」），該地段乃根據日期為2013年7月16日的新批租約第21603號（「**批地文件**」）而持有。

B. 年期

該地段獲批50年年期，自2013年7月16日起計。

C. 適用於該土地的用途限制

1. 特別條款第(4)條規定：

「(a) 該地段或其任何部分，或在該地段或其任何部分之上已建或擬建的任何建築物或其部分，不得用作非工業（不包括倉庫、酒店、加油站）用途以外的任何其他用途。

(b) 該地段或其任何部分，或在該地段或其任何部分之上已建或擬建的任何建築物或其部分，不得用作並非按照此等條款和根據批地文件特別條款第(8)(h)條核准的設計及佈局而設計、建造和擬議使用的任何用途。」

2. 特別條款第(5)(d)條規定，除按照地政總署署長（「署長」）核准的總綱發展藍圖進行外，不得對該地段或其任何部分進行發展或重建，亦不得在該地段之上或之內興建、建造或維持任何不在核准總綱發展藍圖上顯示的建築物或構築物。

3. 特別條款第(7)(b)(iii)條規定，該條規定的綠化部分須按署長以其獨自酌情權確定的位置或平面提供，以致綠化部分可被行人看到，或讓進入該地段的任何人士可到達。

4. 特別條款第(8)(b)條規定，除非在各方面均依照《城市規劃條例》、根據該條例訂立的規例及任何修訂立法進行，否則不得在該地段或其任何部分或批地文件指定的在該地段以外的任何範圍興建任何建築物，或對該地段或其任何部分或批地文件指定的在該地段以外的任何範圍進行任何發展或使用。

5. 特別條款第(9)(a)條規定，除經環境保護署署長事先書面批准外，在特別條款第(9)條之下規定的粉紅色間藍斜線區域之上已建或擬建的建築物的任何部分均不得用作私人住宅用途或任何噪音敏感用途。

6. 特別條款第(10)(a)及(19)(a)條規定，除特別條款第(19)(b)條所述的行人通道外，不可在特別條款第(10)(a)條之下的粉紅色間黑斜線加黑色圓圈區域和特別條款第(19)(a)條之下的粉紅色間黑斜線區域的地面層或以上興建或建造建築物或構築物，或任何建築物或構築物的圍牆或邊界牆或支撐物。

7. 特別條款第(14)(c)(i)及(iii)條規定，特別條款第(14)條之下規定的獲豁免設施須指定為特別條款第(24)(a)(v)條所述的公用地方並構成該等公用地方的一部分（「**公用地方**」），僅應讓該地段已建或擬建的住宅大廈的住戶及其真正訪客（而非其他人）使用。

8. 特別條款第(15)(a)(ii)及(d)條規定，特別條款第(15)(a)條之下規定的保安人員或看守員或兩者的辦事處，不得用作全職和必要地受僱在該地段工作的保安人員或看守員或兩者的辦事處以外的任何其他用途，並須指定為公用地方且構成該等公用地方的一部分。

9. 特別條款第(16)(a)(ii)及(c)條規定，特別條款第(16)(a)條之下規定的保安人員或看守員或兩者的宿舍，不得用作全職和必要地受僱在該地段工作的保安人員或看守員或兩者的宿舍以外的任何其他用途，並須指定為公用地方且構成該等公用地方的一部分。

10. 特別條款第(17)(a)(i)及(c)條規定，特別條款第(17)(a)條之下規定的業主立案法團或業主委員會使用的辦事處，不得用作就該地段及在其上已建或擬建的建築物而已組成或擬組成的業主立案法團或業主委員會舉行會議及進行行政工作以外的任何其他用途，並須指定為公用地方且構成該等公用地方的一部分。

11. 特別條款第(18)(a)條規定，特別條款第(18)條之下規定的行人連接通道，須用作下列特別條款第(18)(b)條所列的用途。

12. 特別條款第(19)(c)條規定，特別條款第(19)(b)條之下規定的行人連接通道，須全日24小時開放讓所有公眾人士以徒步或輪椅方式免費用於所有合法用途而不受任何干擾。

13. 特別條款第(19)(d)條規定，除特別條款第(10)(a)條另有規定外並且除署長事先書面同意外，粉紅色間黑斜線區域和粉紅色間黑斜線加黑色圓圈區域不得用於提供特別條款第(19)(a)及(b)條規定的行人通道以外的任何其他用途。

14. 特別條款第(20)條規定，該條規定的私用休憩場地不得用作該地段已建或擬建的住宅大樓的住戶和佔用人及其真正賓客或訪客共用與共享之休憩用途以外的任何其他用途，並須指定為公用地方且構成該等公用地方的一部分。

15. 特別條款第(27)(a)(iv)條規定，特別條款第(27)(a)(i)及(iii)條之下規定的住宅泊車位，不得用作該等條文各自規定的用途以外的任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途，或作提供汽車清潔及美容服務。

16. 特別條款第(27)(b)(iii)條規定，特別條款第(27)(b)(i)(I)及(II)條之下規定的泊車位，除了用於該等條款規定的各自用途作停泊《道路交通條例》、根據該條例訂立的任何規例及任何修訂立法之下獲發牌的並屬於該地段已建或擬建建築物的佔用人及其真正賓客、訪客或受邀人的汽車之外，不得用作任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途，或作提供汽車清潔及美容服務。

17. 特別條款第(27)(c)(ii)條規定，特別條款第(27)(c)(i)條之下規定的傷殘人士泊車位，除了用於停泊《道路交通條例》、根據該條例訂立的任何規例及任何修訂立法定義的傷殘人士的並屬於該地段已建或擬建建築物的住戶及其真正賓客、訪客或受邀人的汽車之外，不得用作任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途，或作提供汽車清潔及美容服務。

18. 特別條款第(27)(d)(ii)條規定，特別條款第(27)(d)(i)(I)條之下規定的住宅電單車泊車位，除了用於停泊《道路交通條例》、根據該條例訂立的任何規例及任何修訂立法之下獲發牌的並屬於該地段已建或擬建建築物的住宅單位的住戶及其真正賓客、訪客或受邀人的電單車之外，不得用作任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途，或作提供汽車清潔及美容服務。

19. 特別條款第(27)(d)(iii)條規定，特別條款第(27)(d)(i)(II)及(III)條之下規定的車位，除了用於特別條款第(27)(d)(i)(II)及(III)條規定的各自用途作停泊《道路交通條例》、根據該條例訂立的任何規例及任何修訂立法之下獲發牌的並屬於該地段已建或擬建建築物的佔用人及其真正賓客、訪客或受邀人的電單車之外，不得用作任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途，或作提供汽車清潔及美容服務。

SUMMARY OF LAND GRANT

批地文件的摘要

20. 特別條款第(27)(e)條規定，須在該地段之內提供用於停泊屬於該地段已建或擬建建築物的住宅單位的住戶及其真正賓客、訪客或受邀人的單車之車位，達至署長滿意程度。
21. 特別條款第(28)(a)(ii)條規定，特別條款第(28)(a)(i)條之下規定的車位，除了就該條所述的建築物用於貨車上落貨之用外，不得用作任何其他用途。
22. 特別條款第(28)(b)(i)條規定，該條之下規定的路旁停車處除了用於巴士上落客之外，不得用作任何其他用途。
23. 特別條款第(28)(b)(ii)條規定，該條之下規定的路旁停車處除了用於汽車（包括的士）上落客之外，不得用作任何其他用途。
24. 特別條款第(41)條規定，不得在該地段之上興建或設置墳墓或靈灰安置所，亦不得於該地段安葬或存放任何人類骸骨或動物骸骨，不論該骸骨是否存放在陶罐或骨灰甕或其他器皿內。

D. 按規定須興建並提供予政府或供公眾使用的設施

特別條款第(19)(b)至(e)條規定：

- [(b) 買方須自費並按照核准園景設計總圖為粉紅色間黑斜線區域和粉紅色間黑斜線加黑色圓圈區域進行環境美化，並在該等區域的地面層提供10米寬的行人通道（下稱「行人通道」）連同包括但不限於署長以其獨自酌情權不時規定的照明等設施，在各方面達至署長滿意程度。
- (c) 買方須在按本批地文件批出的整個年期內，在行人通道存在的一切時候及在遵守署長施加的任何規定的情況下，全日24小時開放行人通道讓所有公眾人士以徒步或輪椅方式免費用於所有合法用途而不受任何干擾。
- (d) 除本批地文件特別條款第(10)(a)條另有規定外並且除署長事先書面同意外，粉紅色間黑斜線區域和粉紅色間黑斜線加黑色圓圈區域不得用於提供本特別條款的(a)及(b)款規定的行人通道以外的任何其他用途。
- (e) 買方須在按本批地文件批出的整個年期內自費管理和維持行人通道處於修葺良好堅固的狀況，在各方面達至署長滿意程度。」

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

1. 一般條款第7條規定：

- [(a) 買方須在租賃期內按此等條款建築或重新建築（指本一般條款(b)款所述的重建）：
 - (i) 按照核准的設計及佈局和任何核准建築圖則維持所有建築物，不對其作出任何變更或改動；及
 - (ii) 按照此等條款或其後的任何合約變更維持已興建或此後可能興建的一切建築物處於修葺良好堅固的狀況，並在租賃期屆滿或提前終止時以該狀況交付該等建築物。

- (b) 在租賃期內任何時候若當時矗立於該地段或其任何部分之上的任何建築物進行拆卸，買方須以同類的良好堅固且建築面積沒有減少的建築物予以取代，或以署長核准的類型及價值的建築物予以取代。如進行上述拆卸，買方須在該拆卸之後一個日曆月內申請署長同意買方進行該地段重建的建築工程，並在收到該同意後的三個日曆月內開展重建的必要工程，且須在署長設定的時限內完成工程達至署長滿意程度。」

2. 特別條款第(3)條規定：

「買方須在該地段之上興建在各方面遵守此等條款及在任何時候在香港有效的關於建築物、衛生和規劃的所有條例、附例及規例之建築物，該建築物或該等建築物須在2019年9月30日或該日之前竣工及適於佔用。」

3. 特別條款第(6)條規定，未經署長事先書面同意，不得移除或干擾生長於該地段或毗連範圍的樹木。署長在發出有關之書面同意時，或會施加其認為合適的有關移植、補償性環境美化工程或重植的條款。

4. 特別條款第(7)條規定：

[(a) 買方須自費向署長提交一份顯示將會在該地段之內提供的環境美化工程的位置、佈局及平面圖的園景設計總圖給署長批准，該總圖須符合本特別條款的(b)款規定的要求。未經署長對園景設計總圖作出書面批准而且本批地文件特別條款第(6)條之下關於樹木保存的建議已獲同意（如要求）之前，不得對該地段或其任何部分展開任何平整工程。

- (b) (i) 園景設計總圖須以1:500或較大比例製作並載有環境美化建議的資料，包括對於現有樹木、場地平面圖及構建水平的勘察與處理、建築發展的概念形式、軟硬環境環境美化區域說明、將根據本批地文件特別條款第(19)條提供的行人通道，以及署長要求的其他資料。

(ii) 該地段中不少於30%範圍須種植樹木、灌木及其他植物。

(iii) 本特別條款的(b)(ii)款提及的30%中不少於50%（下稱「綠化部份」）須在署長以其獨自酌情權確定的位置或平面提供，以致綠化部份可被行人看到，或讓進入該地段的任何人士可到達。

(iv) 署長就買方建議的環境美化工程當中哪些構成本特別條款的(b)(ii)款所述的30%所作的決定為最終並對買方有約束力。

(v) 署長可按其獨自酌情權接受買方建議的其他非植物裝飾作為種植樹木、灌木及其他植物的替代。

(c) 買方須自費按經核准的園景設計總圖（下稱「核准園景設計總圖」）對該地段進行環境美化，在各方面達至署長滿意程度，而且在未經署長事先書面同意之前，不得對核准園景設計總圖作出修訂、更改、改動、變更或取代。

(d) 買方其後須自費保持和維持環境美化工程處於安全、清潔、整齊、整潔及健康的狀況，一切達至署長滿意程度。

(e) 按照本特別條款經過環境美化的範圍須指定為本批地文件特別條款第(24)(a)(v)條所述的公用地方並構成該等公用地方的一部分。」

SUMMARY OF LAND GRANT

批地文件的摘要

5. 特別條款第(12)條規定：

「儘管有特別條款第(8)(f)條，並在遵守本批地文件特別條款第(19)(a)條的前提下，在位於本批地文件所附平面圖之上所示及標明的綠色斷線之間的「**75m BREEZEWAY**」(即75米通風廊)之內該地段的該部分之上已建或擬建的任何一項建築物或構築物，總計不得高出地平面以上30米。」

6. 特別條款第(14)條規定：

「(a) 買方可於該地段內興建、建造及提供署長書面批准的休憩設施及相關配套設施(下稱「**有關設施**」)，有關設施的種類、大小、設計、高度及佈局亦須經由署長事先書面批准。

(b) 就計算本批地文件特別條款第(8)(d)條指定的總建築面積而言，除了本批地文件特別條款第(43)(d)條另有規定外，按本特別條款的(a)款在該地段內提供給該地段已建或擬建住宅大樓的住戶及其真正訪客共用與共享的有關設施任何部分並不列入計算。至於有關設施的其餘部分，若署長認為並非作該用途，則應列入上述計算。

(c) 倘若有關設施的任何部分按本特別條款的(b)款獲豁免於列入計算總建築面積(下稱「**獲豁免設施**」)：

(i) 獲豁免設施須指定為本批地文件特別條款第(24)(a)(v)條所述的公用地方並構成該等公用地方的一部分；

(ii) 買方須自費維持獲豁免設施處於修葺良好堅固的狀況，並運作獲豁免設施，達至署長滿意程度；及

(iii) 獲豁免設施僅應讓該地段已建或擬建住宅大樓的住戶及其真正訪客(而非其他人)使用。」

7. 特別條款第(18)條規定：

「(a) 買方須於本批地文件特別條款第(3)條指明的時限內自費按署長要求或批准的位置、方式、材料、標準、水平、線向及設計鋪設、塑造、提供及建造分隔行人通道或路徑(連同署長以其絕對酌情權要求的樓梯、坡道、照明設備及自動扶手電梯)及對其進行路面鋪設，在各方面達至署長滿意程度(該分隔行人通道或路徑連同該等樓梯、坡道、照明設備及自動扶手電梯統稱「**行人連接通道**」)。

(b) 行人連接通道須採用盡可能短的路線，及須設有上蓋，該通道的建造和設計須致使：

(i) 連接該地段上將會興建的每一建築物，按署長要求或批准於該建築物的位置及水平連接；及

(ii) 連接該地段內的所有主要設施，包括該地段上提供的商舖、住宅大樓、休憩用地和共用設施。

(c) 買方須在按本批地文件批出的整個年內自費管理和維持行人連接通道處於修葺良好堅固的狀況，達至署長滿意程度。」

8. 特別條款第(19)條之下的行人通道。

9. 特別條款第(20)條規定：

「(a) 買方須自費在該地段內提供和維持不少於2,000平方米的休憩用地範圍，達至署長滿意程度(下稱「**私用休憩場地**」)。私用休憩場地不得用作該地段已建或擬建住宅大樓的住戶和佔用人及其真正賓客或訪客共用與共享之休憩用途以外的任何其他用途。私用休憩場地的位置、建造、服務、環境美化、種植植物、提供及維持須以署長要求的設備和設施作出或進行，在各方面達至署長滿意程度。

(b) 私用休憩場地須指定為本批地文件特別條款第(24)(a)(v)條所述的公用地方並構成該等公用地方的一部分。」

10. 特別條款第(27)條規定，須以該條規定的費率及尺寸大小和用途，在該地段之內提供用於停泊《道路交通條例》、根據該條例訂立的任何規例及任何修訂立法之下獲發牌的汽車及電單車以及用於停泊單車的車位，達至署長滿意程度。

11. 特別條款第(28)條規定，須以該條規定的費率及尺寸大小和用途，在該地段之內提供用於上落貨和上落客的車位，達至署長滿意程度。

12. 特別條款第(40)條規定：

「(a) 買方須自費建造及維持按署長認為為了將落在或流到該地段的所有暴雨或雨水截取並引導至最接近的河道、集水井、渠道或政府雨水渠而屬必要的排水渠及渠道，不論其在該地段邊界內或在政府土地內，以達至署長滿意程度，而買方須對上述暴雨或雨水導致的任何損害或滋擾所產生的一切訴訟、索償及要求負全責並向政府及其人員作出彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已鋪設及定做)的工程可由署長進行，但署長不就因此產生的任何損失或損害對買方負責。買方須按要求向政府支付上述連接工程的費用。另一個選擇是，該等連接工程可由買方自費進行，達至署長滿意程度，而在該情況下，上述連接工程的任何一段若在政府土地內修建，須由買方自費維修保養，並在被要求時由買方移交給政府，由政府出資負責以後的維修保養。買方須按要求向政府支付有關上述連接工程技術審核的費用。倘若買方沒有對在政府土地內修建的上述連接工程之任何一段進行維修保養，署長可執行其認為必需的維修保養工程，而買方須按要求向政府支付該等工程的費用。」

F. 對買方造成負擔的租用條款

1. 一般條款第5(c)條規定，買方(在批地文件中定義為包括承授人，而如果文意允許或要求，則包括承授人的遺囑執行人、遺產管理人、承讓人及(如為法團)其繼承人和承讓人)對於署長認為因該地段的使用，或該地段或其任何部分的發展或重建，或在該地段上進行的任何活動，或買方在該地段上進行的任何工程(不論該等使用、發展或重建、活動或工程是否符合或違反批地文件)，而引起對任何相鄰或毗連土地或對該地段造成的損害或土壤和地下水污染所引致的一切訴訟、法律程序、責任、要求、費用、開支、損失(不論財務或其他)及申索，向政府作出彌償並保持政府獲得彌償。

2. 特別條款第(2)條規定：

「買方認知該地段上有一些現存的建築物及構築物。買方承諾自費從該地段移除該等建築物及構築物。對於因該等建築物及構築物的存在而引致買方發生或使買方遭受的任何損害、滋擾或擾亂，政府將不承擔任何責任。對於由於該等建築物及構築物或其任何部分的存在、使用及拆卸和移除而直接或間接引起的或與之有關的一切責任、申索、費用、要求、訴訟或其他法律程序，買方特此向政府作出彌償並將維持政府獲得彌償。」

3. 特別條款第(6)條如上文所列關於樹木的保存。

4. 特別條款第(7)(c)條如上文所列關於環境美化工程的保持及維護。

SUMMARY OF LAND GRANT

批地文件的摘要

5. 特別條款第(18)(c)條如上文所列關於行人連接通道的維護。
6. 特別條款第(19)(a)條規定：

「除行人通道（定義見下文）或署長書面核准的其他構築物外，不可在粉紅色間黑斜線加黑色圓圈區域及本批地文件所附平面圖之上以粉紅色間黑斜線顯示的該地段部分（下稱「**粉紅色間黑斜線區域**」）的地面層或以上興建任何建築物或構築物。」
7. 特別條款第(19)(e)條如上文所列關於行人通道的維持，而特別條款第(19)(f)條關於向政府就行人通道而作出的彌償如下：

「對於買方、其受僱人、工人及承辦商就提供、管理及維持行人通道而作出或遺漏作出的任何事宜所引起或與之有關的不論何種性質的一切責任和所有訴訟、法律程序、費用、申索、開支、損失、須付損害賠償、收費及要求，買方特此向政府、其高級人員、代理人、承辦商、工人及其他經正式授權人士作出彌償並維持其獲得彌償。」
8. 特別條款第(20)(a)條如上文所列關於私用休憩場地的維持。
9. 特別條款第(31)條關於住宅泊車位及住宅電單車泊車位的轉讓與限制如下：

「(a) 即使已遵守及符合所有批地條款以達至署長滿意程度，也不得將住宅泊車位及住宅電單車泊車位：

 - (i) 轉讓，除非：
 - (I) 連同賦予該地段已建或擬建建築物的住宅單位專用權及管有權的該地段之不分割份數一併轉讓；或
 - (II) 轉讓予本身已經是具有該地段已建或擬建建築物的住宅單位專用權及管有權的該地段之不分割份數的擁有人；或
 - (ii) 分租，但分租予該地段已建或擬建建築物的住宅單位的住戶則除外。

但該地段已建或擬建建築物的任何一個住宅單位之業主或住戶，在任何情況下不得獲轉讓或獲分租合共多於三個住宅泊車位及住宅電單車泊車位。為免疑問，擬用作單一家庭住宅的獨立屋、半獨立屋或排屋須視為本(a)條款所述的一個住宅單位。署長就獨立屋、半獨立屋或排屋是否構成或擬用作單一家庭住宅所作的決定為最終並對買方有約束力。

(b) 不論本特別條款的(a)款另有任何規定，買方可以在取得署長事先書面同意下將所有住宅泊車位及住宅電單車泊車位一併轉讓，但只可轉讓給買方全資擁有的附屬公司。

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

(d) 本特別條款的(a)及(b)款的規定不適用於供傷殘人士使用的泊車位。」
10. 特別條款第(37)條規定：

「如果在發展或重建該地段或其任何部分時已安裝預應力地樁，買方須自費在預應力地樁的服務年限期間定期維修保養與檢查預應力地樁，以達至署長滿意程度，並在署長不時按其絕對酌情權要求時提供上述檢驗工程的報告和資料給署長。如果買方忽視或未能進行上述檢驗工程，署長可立即執行與進行上述檢驗工程。買方須按要求向政府償付該項費用。」

11. 特別條款第(38)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「政府物業」），買方須自費從政府物業清理該等廢物，並且對造成政府物業的任何損壞進行恢復原狀的工程。買方須就上述的侵蝕、沖刷或傾倒而造成對私人物業的任何損壞或滋擾所產生的一切訴訟、申索及要求向政府作出彌償。

(b) 儘管有本特別條款的(a)款的規定，署長可以（但無義務）應買方的要求從政府物業清理廢物並對政府物業所受的任何損壞進行恢復原狀的工程，而買方須按要求向政府支付有關的費用。」
12. 特別條款第(39)條規定：

「買方須於所有時候，特別是在進行建築、維修保養、翻新或修理工程（下稱「該等工程」）期間，採取或促使他人採取一切適當及充分的謹慎態度、技巧及預防措施，避免對該地段或其任何部分之上、上面、之下或毗鄰的任何政府擁有或其他現有的排水渠、水路、水道、總水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或設施（以下統稱「服務設施」）造成任何損壞、干擾或阻礙。買方須在進行任何該等工程之前進行或促使他人進行適當的勘測及必要的了解，確定服務設施的現有位置及水平，並向署長提交處理任何可能受該等工程影響的服務設施的建議書供其在各方面審批，並必須在取得署長對該等工程及上述建議書作出的書面批准後才能進行任何工程。買方須遵守並自費履行署長在審批時對服務設施作出的任何要求，包括承擔任何必要的改道、重鋪或修復費用。買方須自費就任何因該等工程對該地段或任何服務設施以任何方式造成的損壞、干擾或阻礙（除非署長另作選擇，否則明渠、污水渠、雨水渠或總水管須由署長進行恢復原狀，而買方須按要求向政府支付該些工程的費用）進行修理、恢復原狀及修復，在各方面達至署長滿意程度。如果買方未能對該地段或其任何部分或任何服務設施進行該等必要的改道、重鋪、修理、恢復原狀及修復工程，以達至署長滿意程度，署長可進行其認為必要的任何改道、重鋪、修理、恢復原狀或修復工程，而買方須按要求向政府支付該些工程的費用。」
13. 特別條款第(40)條關於排水渠及渠道的建造和維持如上文所列。

註：

批地文件之全文現存於售樓處，於開放時間可按要求供免費查閱。在支付所需影印費後，亦可取得公契草稿之複印本。本部分的「買方」一詞是指批地文件之中定義的買方。



INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

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

1. Special Condition Nos. (19)(b) and (c) of the Land Grant stipulate that:-

“(b) The Purchaser shall at his own expense and in accordance with the Approved Landscape Master Plan landscape the Pink Hatched Black Area and the Pink Hatched Black Circled Black Area and provide at the ground level thereof a pedestrian walkway with a width of 10 metres together with such facilities including but not limited to lighting as the Director in his sole discretion may require from time to time (hereinafter referred to as **“the Pedestrian Walkway”**) in all respects to the satisfaction of the Director.

(c) The Purchaser shall throughout the term hereby agreed to be granted at all times during the existence of the Pedestrian Walkway and in compliance with any requirements which the Director may impose keep the Pedestrian Walkway open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.”

The term “Purchaser” in this part means the purchaser as defined in the Land Grant.

2. The Pedestrian Walkway is shown coloured Pink Hatched Black and Pink Hatched Black Circled Black on the plan in Part E below.

3. The general public has the right to use the Pedestrian Walkway in accordance with the Land Grant.

4. Special Condition No. (19)(e) of the Land Grant stipulates that the Purchaser (defined in the Land Grant to include the grantee of the Land Grant and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns) shall throughout the term granted under the Land Grant at his own expense manage and maintain the Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands. Under the DMC, the Pedestrian Walkway forms part of the Development Common Areas and Facilities (as defined below) and are required to be managed, operated and maintained at the expense of all the Owners of the Development, who are required to meet a proportion of the expenses of managing, operating and maintaining the Pedestrian Walkway through the management expenses apportioned to his unit of the Development under the DMC.

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

See Part A above.

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

Not applicable.

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

Not applicable.

E. Plans that show the location of the Pedestrian Walkway of the land

Plan showing the location of the Pedestrian Walkway is appended on page 165 of this sales brochure.

F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land
Special Condition No. (19) of the Land Grant as set out above.

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

Note: Unless otherwise defined, capitalised terms below have been the meaning given to them under the Deed of Mutual Covenant and Management Agreement in respect of the Development (the “DMC”).

1. Clause 1 of Section I of the DMC stipulates that:-

“Definitions and Interpretation”

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

“Development Common Areas and Facilities”

means and includes:-

- (a) the Guard Room, the Office for Watchmen, the Owners’ Committee Office, the Pedestrian Walkway, the Quarters for Caretaker;
- (b) such parts of the Pedestrian Links located otherwise than in the Commercial Accommodation or the Residential Accommodation and such part of the Greenery Area not forming part of the Residential Common Areas and Facilities;
- (c) cabinet for fire service and sprinkler inlets, canopies, cable riser duct room, check meter cabinets, corridors, electrical ducts, electrical rooms, emergency generator room, emergency vehicular access, external wall, fire service control room, fuel oil tank room, gas chambers, hose reels, irrigation water tank room, lay-bys, lift lobbies, lift machine room, lift pits, lift shafts, potable and flushing water pump room, pipe ducts, ramps, sprinkler control valve room, staircases, street fire hydrant tank room, transformer room, water meter room, water tanks;
- (d) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole or otherwise not of any individual Owner; and
- (e) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with this Deed

which for the purposes of identification only are shown coloured Violet on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Development other than the Carpark, the Commercial Accommodation and the Residential Accommodation:-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance and/or
- (ii) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities, the Residential House Common Areas and Facilities, the Residential Tower Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities;

...

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

“Pedestrian Walkway”

means the pedestrian walkway constructed or to be constructed in accordance with Special Condition No. (19)(b) of the Government Grant to be open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption which for the purposes of identification only is shown coloured Violet and marked “PEDESTRIAN WALKWAY” on the Ground Floor plan of the DMC Plans;”

2. Clause 5.1 of Section V of the DMC stipulates that:-

“Subject to the provisions of the Building Management Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 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 subject to provisions of the Building Management Ordinance the Manager has the authority to act for and behalf of all Owners in accordance with the provisions of this Deed. 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 Land and the Development and the management thereof including in particular but without in any way limiting the generality of the foregoing:-

...

(ww) To take all steps necessary or expedient for complying with the Government Grant and any Government requirements concerning the Development or any part thereof, in particular but without limitation :-

- (i) to manage and maintain the Pedestrian Walkway in accordance with Special Condition No. (19)(b) of the Government Grant and at all times during the existence of the Pedestrian Walkway and in compliance with the Government Grant to keep the Pedestrian Walkway open for use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption;

...”

3. Clause 1 of Part B of Second Schedule of the DMC stipulates that:-

“The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

...

- (e) Right of members of the public to use the Pedestrian Walkway on foot or by wheelchair for all lawful purposes free of charge and without any interruption in accordance with Special Condition No.(19)(c) of the Government Grant.”

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. 批地文件特別條款第(19)(b)及(c)條規定：

「(b) 買方須自費並按照核准園景設計總圖為粉紅色間黑斜線區域和粉紅色間黑斜線加黑色圓圈區域進行園景工程，並在該等區域的地面層提供10米寬的行人通道（下稱「行人通道」）連同包括但不限於署長以其獨自酌情權不時要的照明等設施，在各方面達至署長滿意程度。

(c) 買方須在按本批地文件批出的整個期限內，在行人通道存在的一切時候及在遵守署長施加的任何規定的情況下，全日24小時開放行人通道讓所有公眾人士以徒步或輪椅方式免費用於所有合法用途而不受任何干擾。」

本部分的「買方」一詞是指批地文件之中定義的買方。

2. 行人通道在以下E部的圖則內以粉紅色間黑斜線和粉紅色間黑斜線加黑色圓圈顯示。

3. 公眾人士有權按照批地文件使用行人通道。

4. 批地文件特別條款第(19)(e)條規定，買方（在批地文件中定義為包括批地文件的承授人，而如果文意允許或要求，則包括承授人的遺囑執行人、遺產管理人、承讓人及（如為法團）其繼承人和承讓人）須在按批地文件批出的整個期限內自費管理和維持行人通道於修葺良好堅固的狀況，在各方面達至署長滿意程度。根據公契，行人通道構成發展項目公用地方及設施（定義見下文）的一部分，須由發展項目所有業主承擔費用予以管理、營運及維持，該等業主須根據公契分攤至其在發展項目的單位的管理開支的比例分擔管理、營運及維持行人通道的部份開支。

B. 根據批地文件規定須由發展項目中的住宅物業的業主出資管理、營運或維持以供公眾使用的任何設施見以上A部。

C. 根據批地文件規定須由發展項目中的住宅物業的業主出資管理、營運或維持以供公眾使用的休憩用地不適用。

D. 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。

E. 顯示土地中行人通道位置的圖則
本售樓說明書第165頁的圖則顯示了行人通道的位置。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

如上所列批地文件特別條款第(19)條。

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分的條文

備註：除非另有定義，否則以下定義詞語具有發展項目的公契及管理協議（「公契」）之下賦予該等詞語的意思。

1. 公契的第I部分第1條規定：

「定義與釋義」

1.1 在本公契中，除文意另行容許或規定外，以下詞語具有下列意思：

「發展項目公用地方及設施」

指和包括：

- (a) 守衛室、保安人員辦事處、業主委員會辦事處、行人通道、看更宿舍；
- (b) 位於商業區或住宅區以外地方的行人連接通道的該等部分，以及並非構成住宅公用地方及設施的一部分的綠化部分；
- (c) 消防及灑水器入水掣櫃、簷篷、電纜豎管槽室、檢測錶櫃、走廊、電氣管道、電力房、緊急發電機房、緊急車輛通道、外牆、消防控制室、燃油箱室、氣體室、喉輓、灌溉水水箱室、路旁停車處、升降機大堂、升降機機房、升降機井、升降機槽、食用水及沖廁水泵房、管槽、坡道、灑水器控制閥室、樓梯、街道消防栓水箱房、變壓器房、水錶房、水箱；
- (d) 該土地及發展項目內擬供發展項目整體共用與共享或在其他方面非屬任何個別業主的地方及設施；及
- (e) 按本契約指定為發展項目公用地方及設施的在該土地及發展項目內的其他地方及設施，

上述地方及設施以紫色在公契圖則上顯示僅供識別之用，但在適當的情況下，如果除停車場、商業區及住宅區以外的發展項目之任何部分屬於：

- (i) 《建築物管理條例》第2條所列「公用部分」定義(a)段所涵蓋，及／或
- (ii) 《建築物管理條例》附表1指明的類別並包含在《建築物管理條例》第2條所列「公用部分」定義(b)段之下，

則該等部分須視為已包含在發展項目公用地方及設施之內並構成其部分，但不包括住宅公用地方及設施、住宅屋公用地方及設施、住宅大廈公用地方及設施、商業公用地方及設施，以及停車場公用地方及設施。

……

「行人通道」

指按照政府批地書特別條款第(19)(b)條已建造或擬建造的行人通道，全日24小時開放讓所有公眾人士以徒步或輪椅方式免費用於所有合法用途而不受任何干擾。僅為識別之目的，該行人通道以紫色在公契圖則的地面層圖則上顯示，並標明為「行人通道」。

2. 公契的第V部分第5.1條規定：

「除《建築物管理條例》的條文另有規定外，該土地與發展項目須由管理人進行管理，首個任期為自本契約的日期起計兩(2)年，並持續直至根據本契約第4.1條的規定終止為止。每名業主特此不可撤銷地委任管理人就涉及公用地方及設施的任何事宜擔任全體業主的代理人，按照本契約的條文獲得正式授權，在遵守《建築物管理條例》的前提下有權按照本契約的條文代表全體業主行事。除本契約明示規定的其他權力外，管理人還有權就該土地、發展項目及其管理作出所有必需或適當的行為及事情，包括(但在任何方面限制前述規定的一般適用性)以下各項：

……

(ww) 採取為遵守政府批地書和涉及發展項目或其任何部分的政府要求而必需或適宜的一切步驟，尤其是但不限於：

- (i) 按政府批地書特別條款第(19)(b)條管理和維持行人通道，並在行人通道存在的一切時候及在遵守政府批地書的情況下，全日24小時開放行人通道讓所有公眾人士以徒步或輪椅方式免費用於所有合法用途而不受任何干擾；

……」

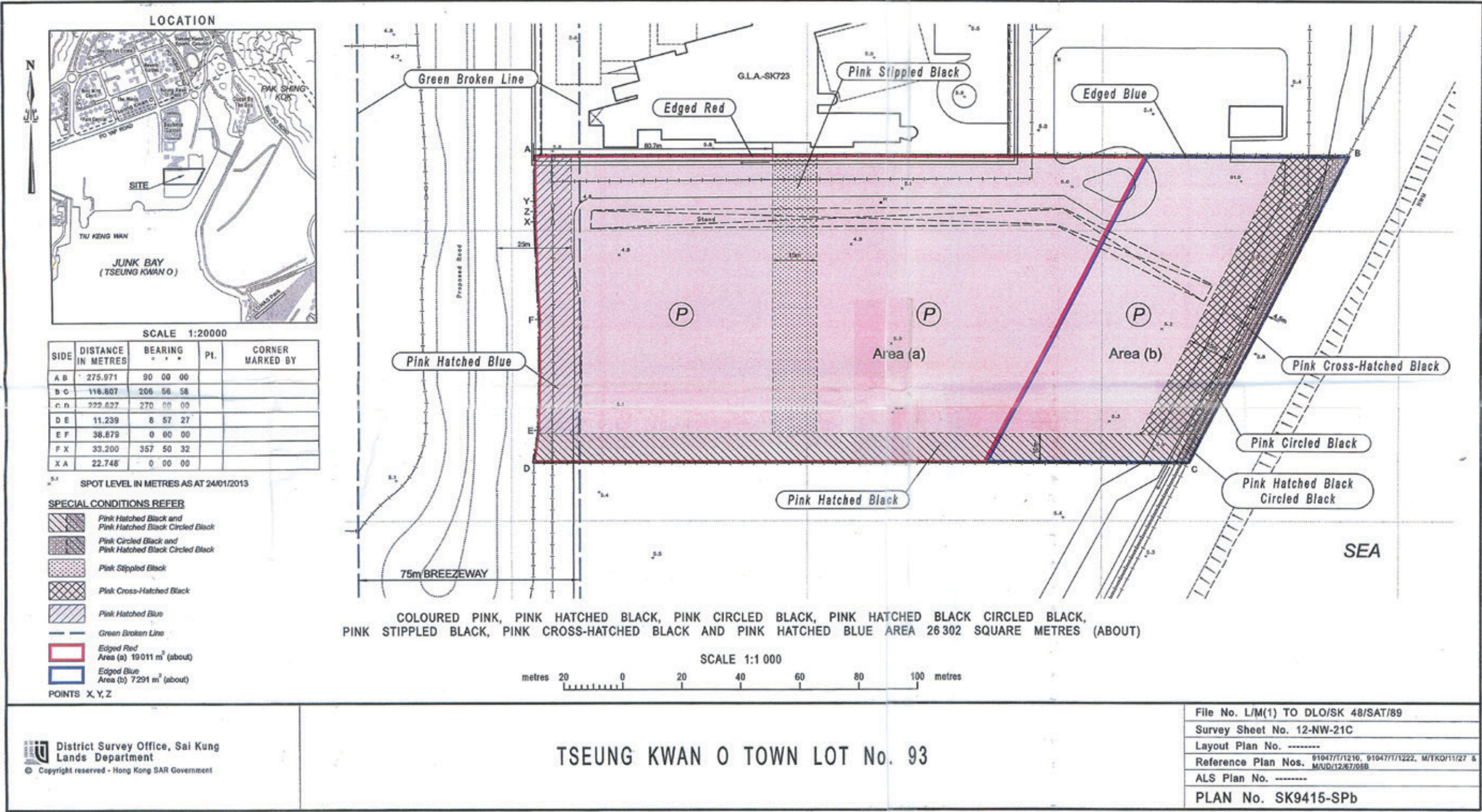
3. 公契的第二附表B部第1條規定：

「持有每一不分割份數及享有獨家權利持有、使用、佔用和享用其處所的業主須受以下權利及特權限制：

……

- (e) 公眾人士按照政府批地書特別條款第(19)(c)條以徒步或輪椅方式免費使用行人通道作所有合法用途而不受任何干擾的權利。」

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料



Legend 圖例

Pink Hatched Black and Pink Hatched Black Circled Black Area - Location of the "Pedestrian Walkway" as provided under Special Condition No. (19)(b) of the Land Grant
粉紅色間黑斜線和粉紅色間黑斜線加黑色圓圈區域 — 批地文件特別條款第(19)(b)條所述「行人通道」的位置



WARNING TO PURCHASERS

對買方的警告

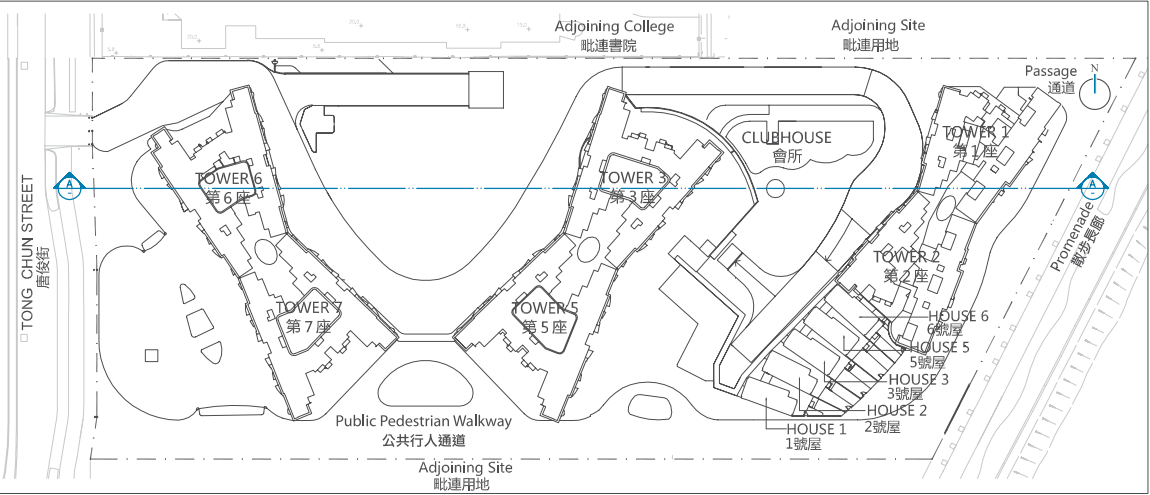
1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 2. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm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

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

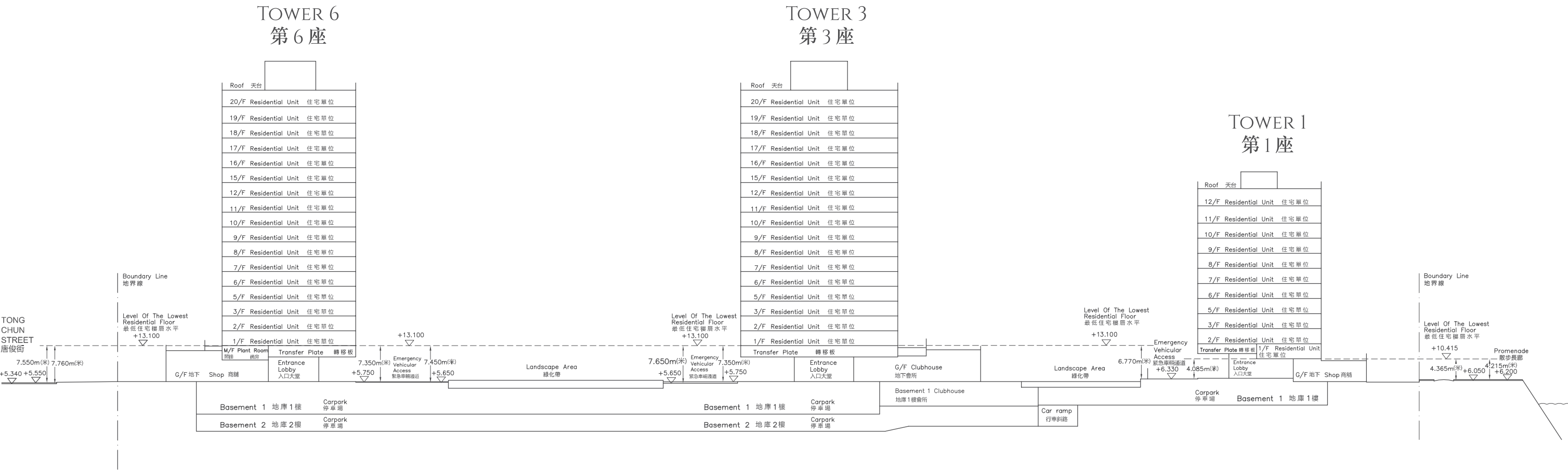
發展項目的建築物的橫截面圖

CROSS-SECTION PLAN A

橫截面圖 A



Key Plan 索引圖



Legend 圖例

- Height in metres above Hong Kong Principal Datum (HKPD)
香港主水平基準以上高度 (米)
- Dotted line denotes the lowest residential floor
虛線為最低住宅樓層水平

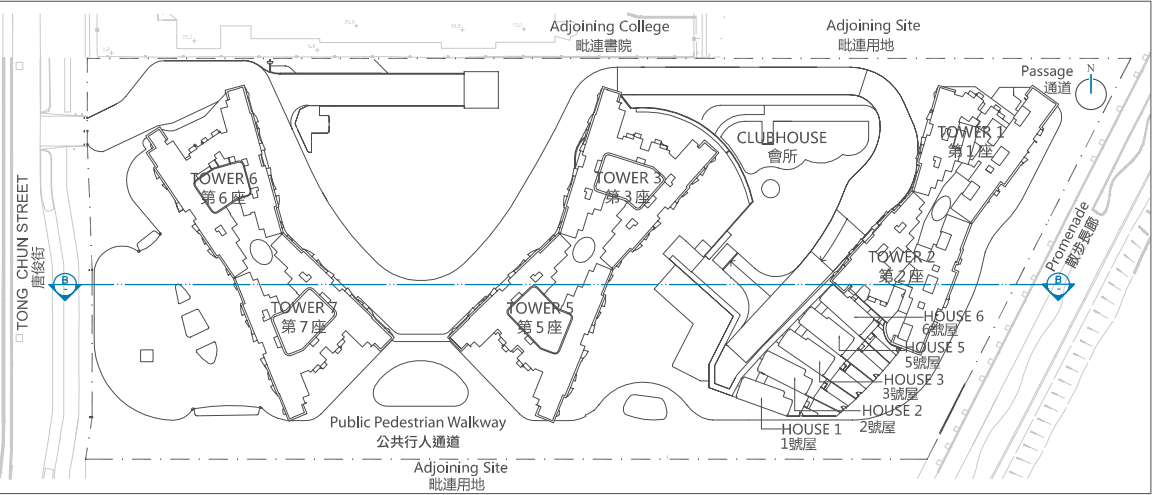
- The level at part of Tong Chun Street adjacent to Tower 6 of the Development is in the range of 5.340 to 5.550 metres above the Hong Kong Principal Datum.
毗連發展項目第6座的一段唐俊街為香港主水平基準以上5.340至5.550米。
- The level at part of Emergency Vehicular Access adjacent to Tower 6 of the Development is in the range of 5.650 to 5.750 metres above the Hong Kong Principal Datum.
毗連發展項目第6座的一段緊急車輛通道為香港主水平基準以上5.650至5.750米。
- The level at part of Emergency Vehicular Access adjacent to Tower 3 of the Development is in the range of 5.650 to 5.750 metres above the Hong Kong Principal Datum.
毗連發展項目第3座的一段緊急車輛通道為香港主水平基準以上5.650至5.750米。
- The level at part of Emergency Vehicular Access adjacent to Tower 1 of the Development is 6.330 metres above the Hong Kong Principal Datum.
毗連發展項目第1座的一段緊急車輛通道為香港主水平基準以上6.330米。
- The level at part of Promenade adjacent to Tower 1 of the Development is in the range of 6.050 to 6.200 metres above the Hong Kong Principal Datum.
毗連發展項目第1座的一段散步長廊為香港主水平基準以上6.050至6.200米。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

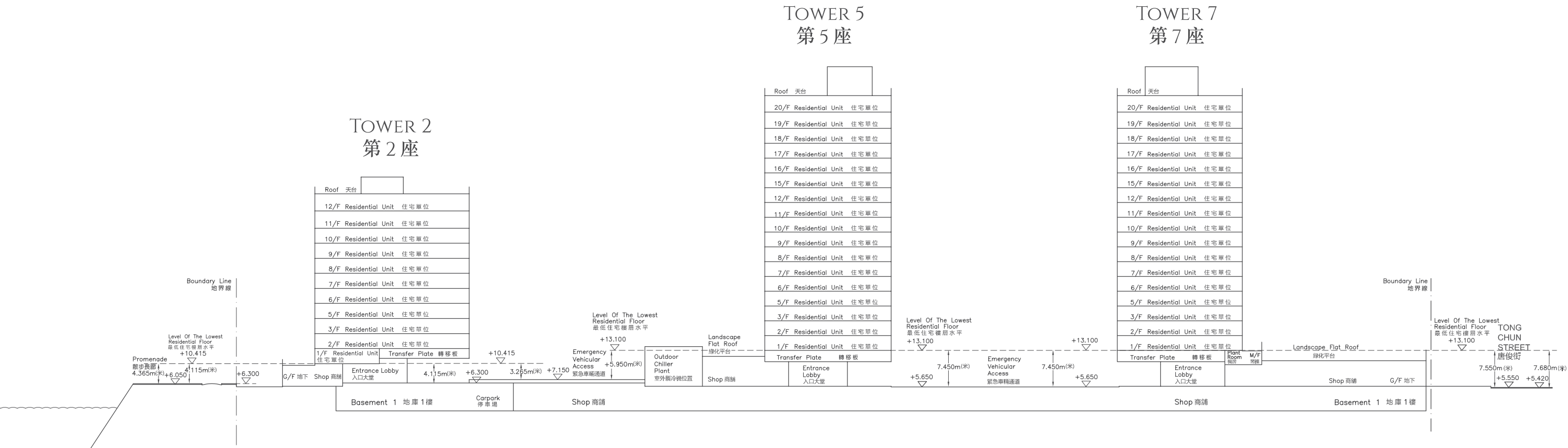
發展項目的建築物的橫截面圖

CROSS-SECTION PLAN B

橫截面圖 B



Key Plan 索引圖



Legend 圖例

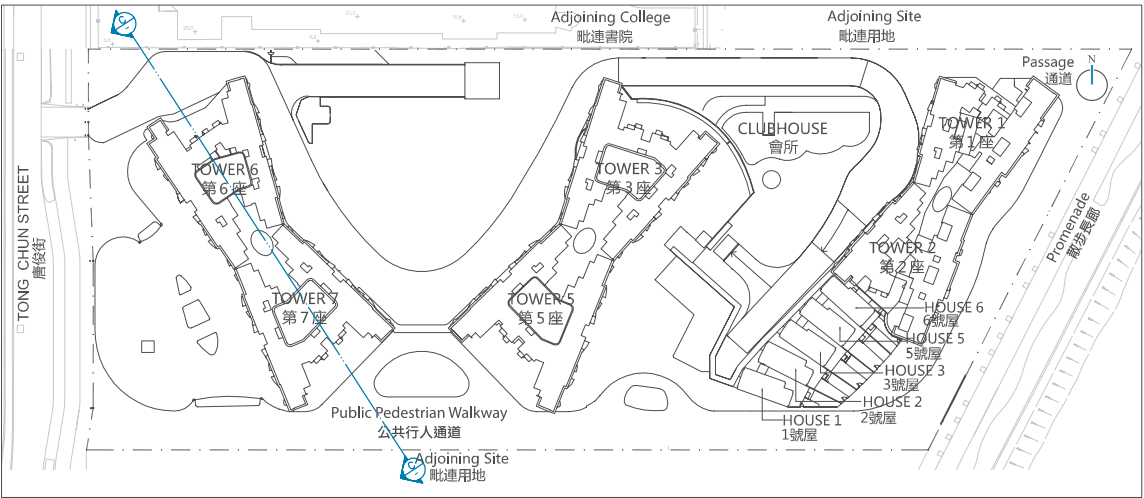
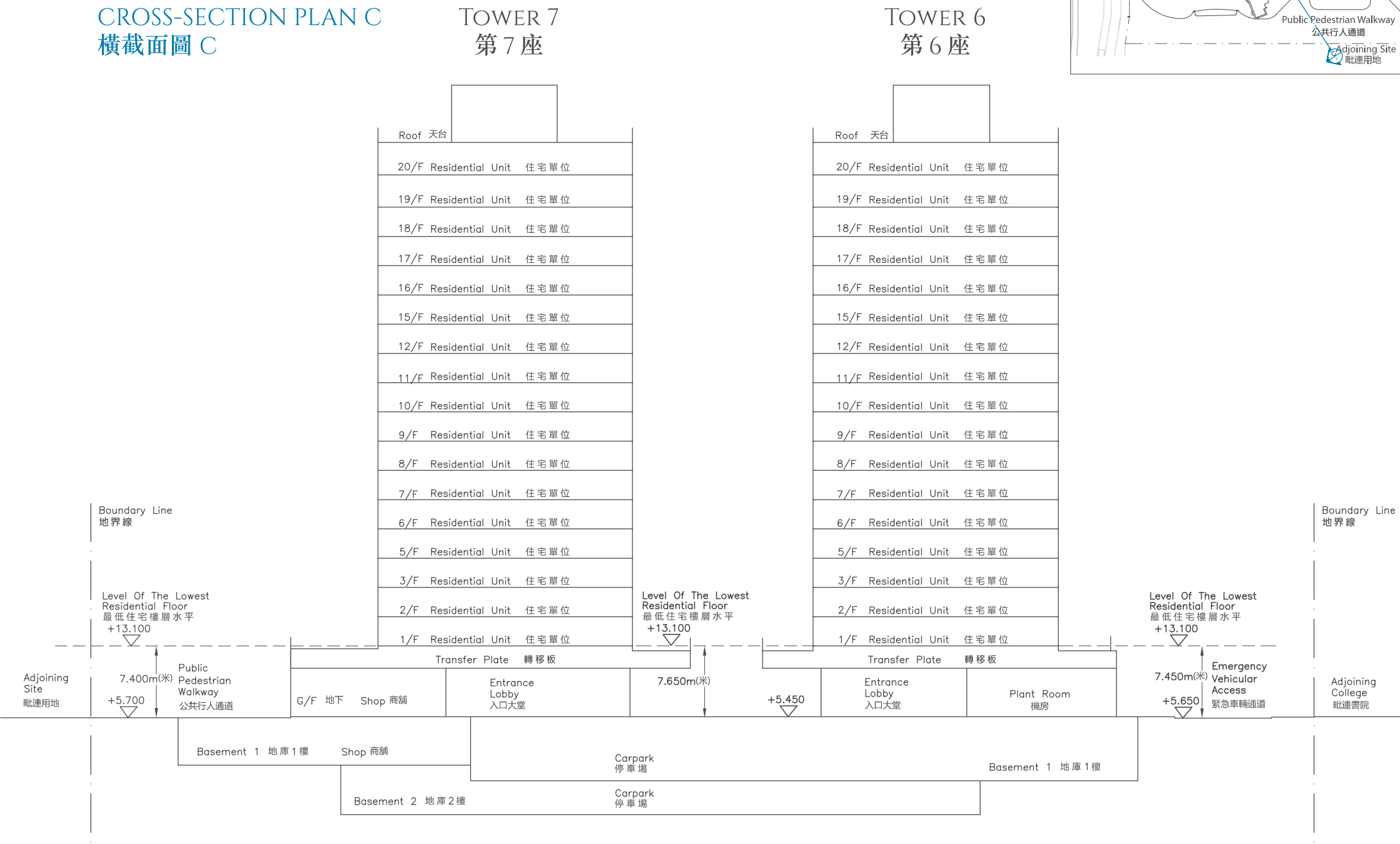
- Height in metres above Hong Kong Principal Datum (HKPD)
香港主水平基準以上高度(米)
- Dotted line denotes the lowest residential floor
虛線為最低住宅樓層水平

- The level at part of Promenade adjacent to Tower 2 of the Development is in the range of 6.050 to 6.300 metres above the Hong Kong Principal Datum.
毗連發展項目第2座的一段散步長廊為香港主水平基準以上6.050至6.300米。
- The level at part of Emergency Vehicular Access adjacent to Tower 2 of the Development is in the range of 6.300 to 7.150 metres above the Hong Kong Principal Datum.
毗連發展項目第2座的一段緊急車輛通道為香港主水平基準以上6.300至7.150米。
- The level at part of Emergency Vehicular Access adjacent to Tower 5 of the Development is 5.650 metres above the Hong Kong Principal Datum.
毗連發展項目第5座的一段緊急車輛通道為香港主水平基準以上5.650米。
- The level at part of Emergency Vehicular Access adjacent to Tower 7 of the Development is 5.650 metres above the Hong Kong Principal Datum.
毗連發展項目第7座的一段緊急車輛通道為香港主水平基準以上5.650米。
- The level at part of Tong Chun Street adjacent to Tower 7 of the Development is in the range of 5.420 to 5.550 metres above the Hong Kong Principal Datum.
毗連發展項目第7座的一段唐俊街為香港主水平基準以上5.420至5.550米。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目的建築物的橫截面圖

CROSS-SECTION PLAN C
橫截面圖 C



Key Plan 索引圖

Legend 圖例

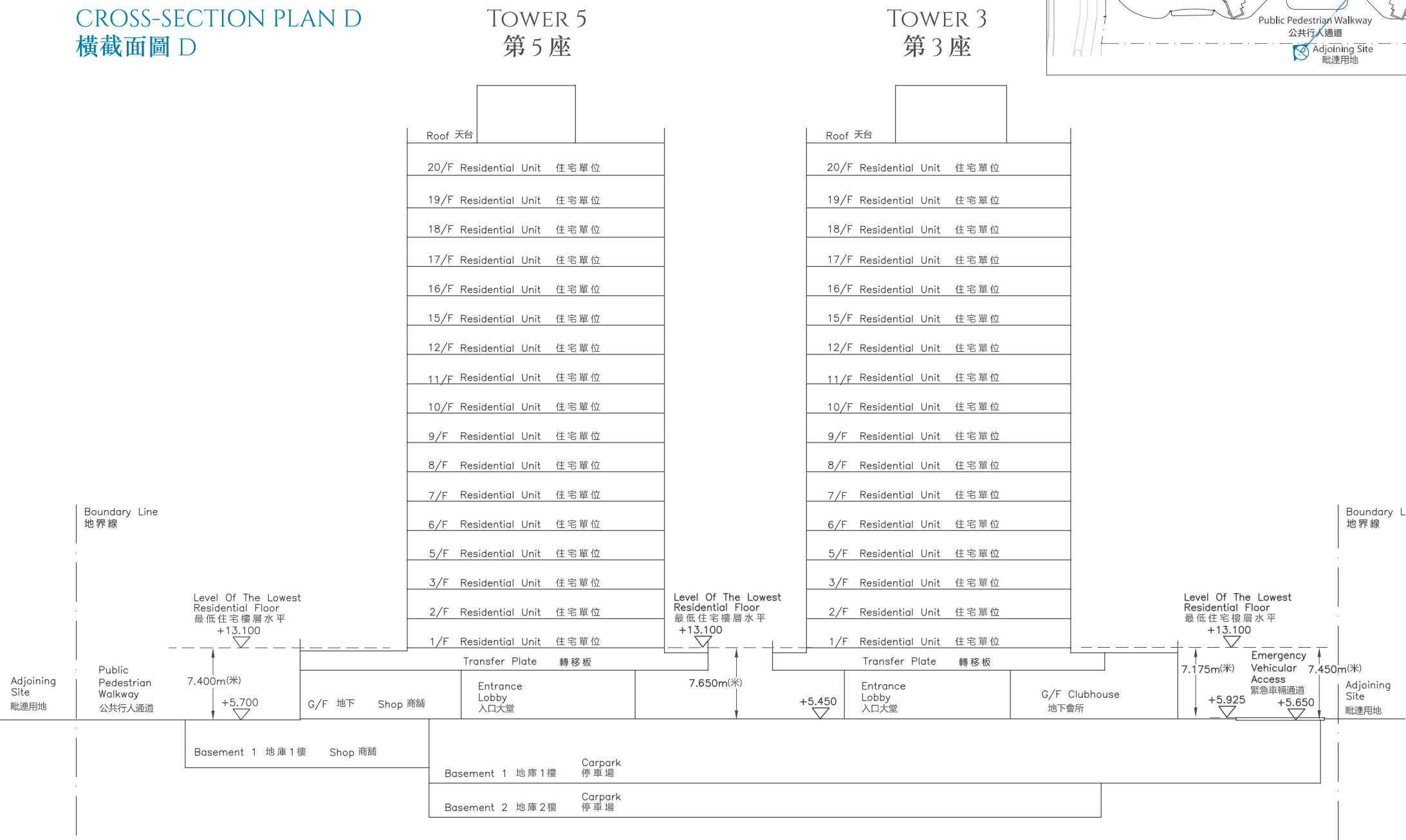
- Height in metres above Hong Kong Principal Datum (HKPD)
香港主水平基準以上高度 (米)
- Dotted line denotes the lowest residential floor
虛線為最低住宅樓層水平

- The level at part of Public Pedestrian Walkway adjacent to Tower 7 of the Development is 5.700 metres above the Hong Kong Principal Datum.
毗連發展項目第7座的一段公共行人通道為香港主水平基準以上5.700米。
- The level at part of Emergency Vehicular Access adjacent to Tower 6 of the Development is 5.650 metres above the Hong Kong Principal Datum.
毗連發展項目第6座的一段緊急車輛通道為香港主水平基準以上5.650米。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目的建築物的橫截面圖

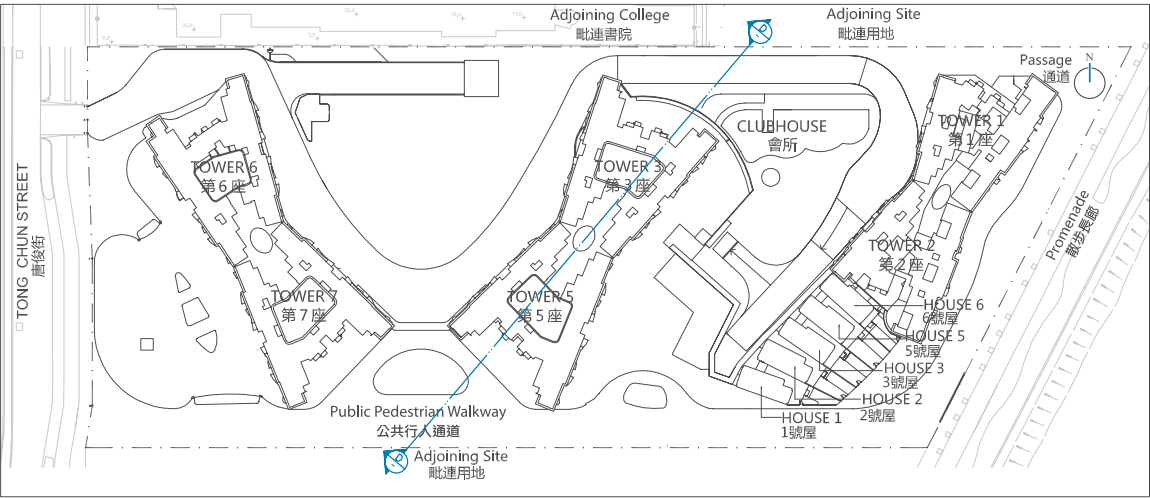
CROSS-SECTION PLAN D
橫截面圖 D



Legend 圖例

- Height in metres above Hong Kong Principal Datum (HKPD)
香港主水平基準以上高度 (米)
- Dotted line denotes the lowest residential floor
虛線為最低住宅樓層水平

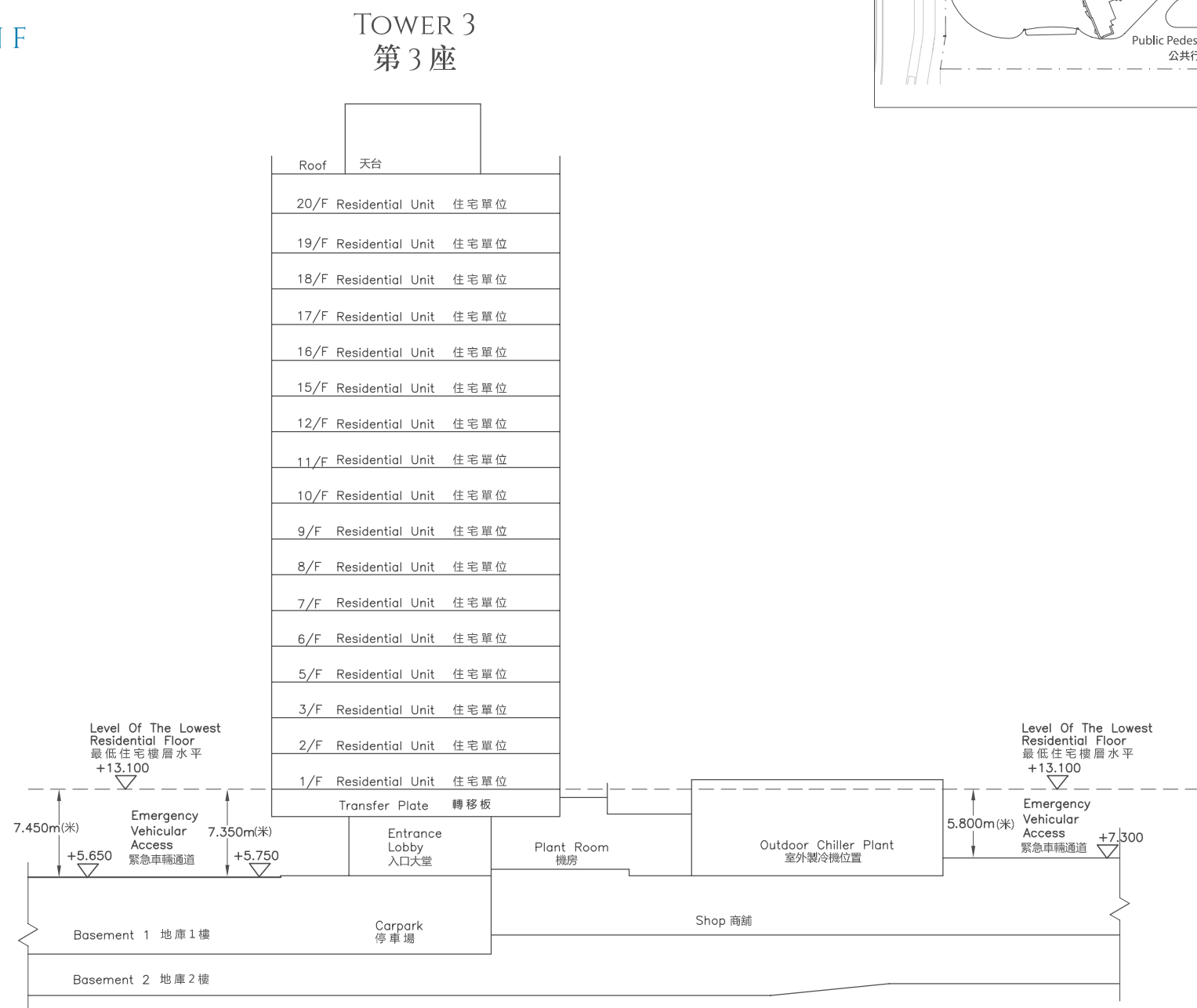
- The level at part of Public Pedestrian Walkway adjacent to Tower 5 of the Development is 5.700 metres above the Hong Kong Principal Datum.
毗連發展項目第5座的一段公共行人通道為香港主水平基準以上5.700米。
- The level at part of Emergency Vehicular Access adjacent to Tower 3 of the Development is in the range of 5.650 to 5.925 metres above the Hong Kong Principal Datum.
毗連發展項目第3座的一段緊急車輛通道為香港主水平基準以上5.650至5.925米。



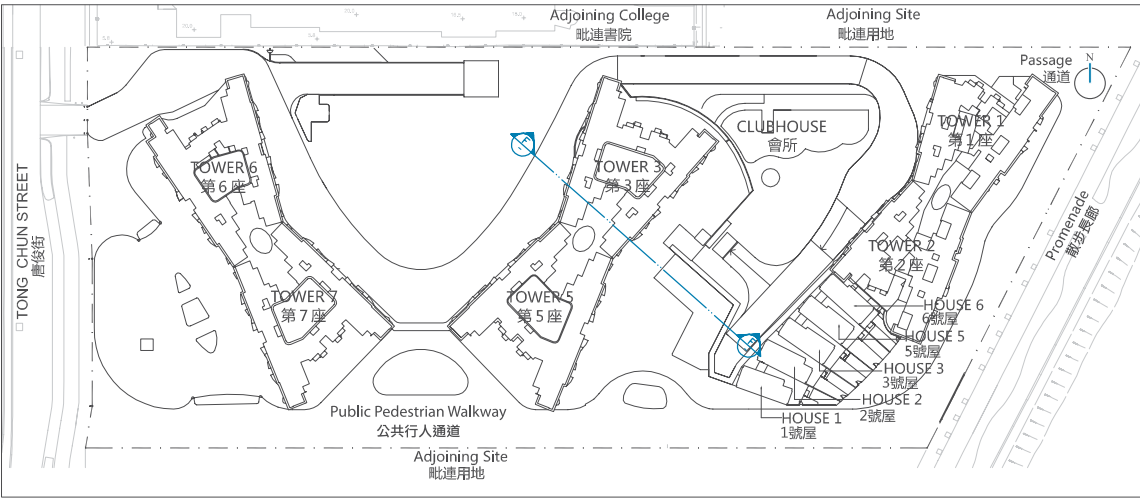
Key Plan 索引圖

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT
發展項目的建築物的橫截面圖

CROSS-SECTION PLAN F
橫截面圖 F



Key Plan 索引圖



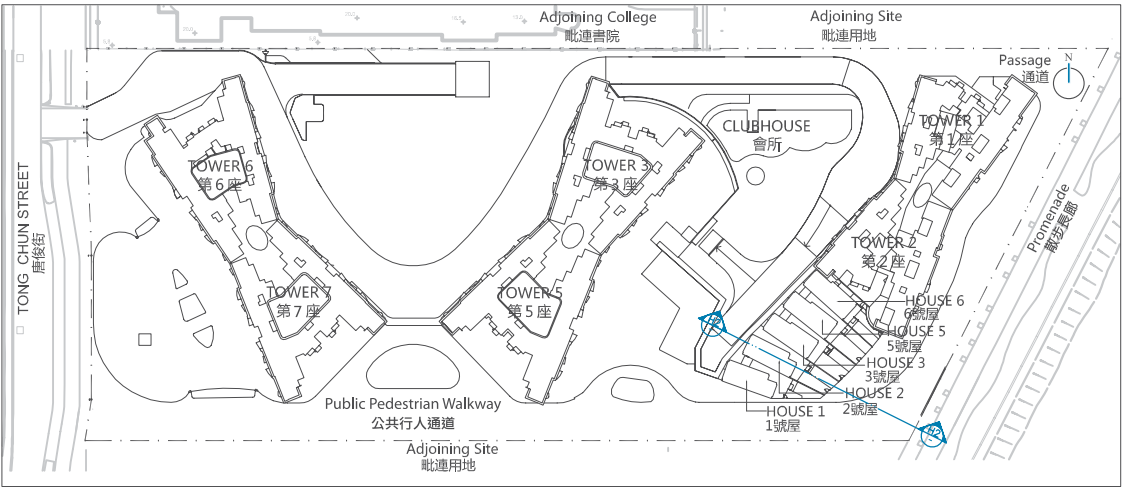
Legend 圖例

- Height in metres above Hong Kong Principal Datum (HKPD)
香港主水平基準以上高度 (米)
- Dotted line denotes the lowest residential floor
虛線為最低住宅樓層水平

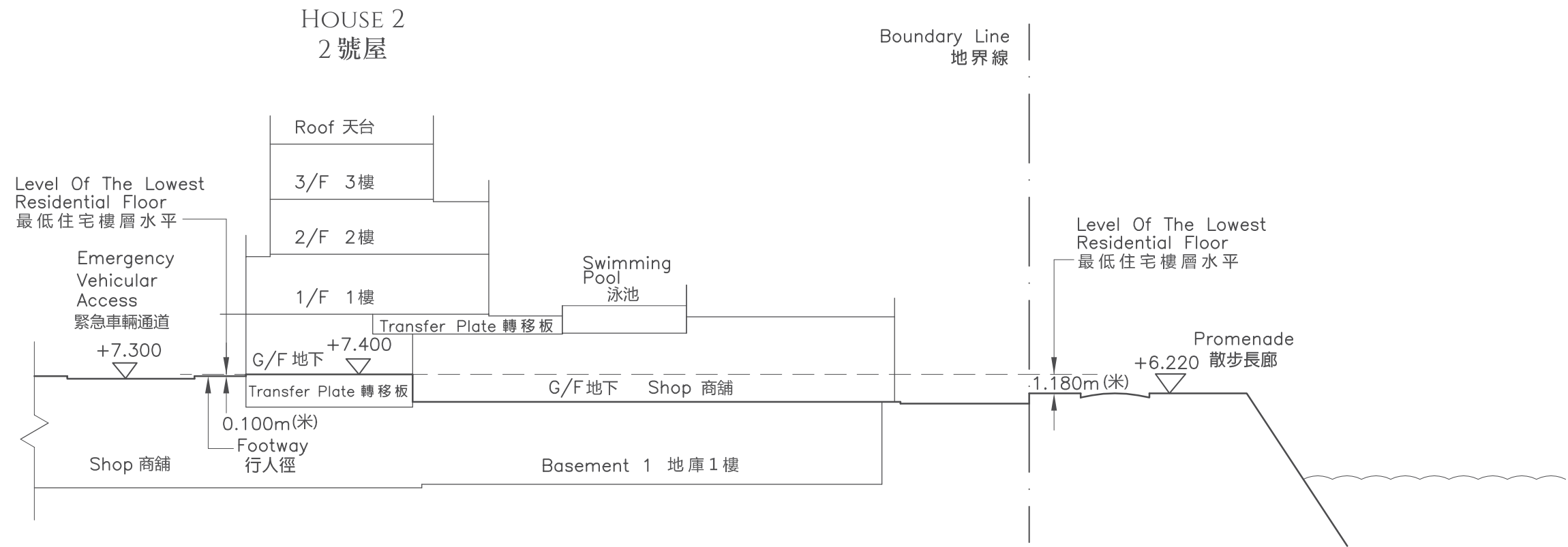
The level at part of Emergency Vehicular Access adjacent to Tower 3 of the Development is in the range of 5.650 to 5.750 metres above the Hong Kong Principal Datum.
毗連發展項目第3座的一段緊急車輛通道為香港主水平基準以上5.650至5.750米。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT 發展項目的建築物的橫截面圖

CROSS-SECTION PLAN H2 橫截面圖 H2



Key Plan 索引圖



Legend 圖例

- Height in metres above Hong Kong Principal Datum (HKPD)
香港主水平基準以上高度 (米)
- Dotted line denotes the lowest residential floor
虛線為最低住宅樓層水平

- The level at part of Emergency Vehicular Access adjacent to House 2 of the Development is 7.300 metres above the Hong Kong Principal Datum.
毗連發展項目2號屋的一段緊急車輛通道為香港主水平基準以上7.300米。
- The level at part of Promenade adjacent to House 2 of the Development is 6.220 metres above the Hong Kong Principal Datum.
毗連發展項目2號屋的一段散步長廊為香港主水平基準以上6.220米。