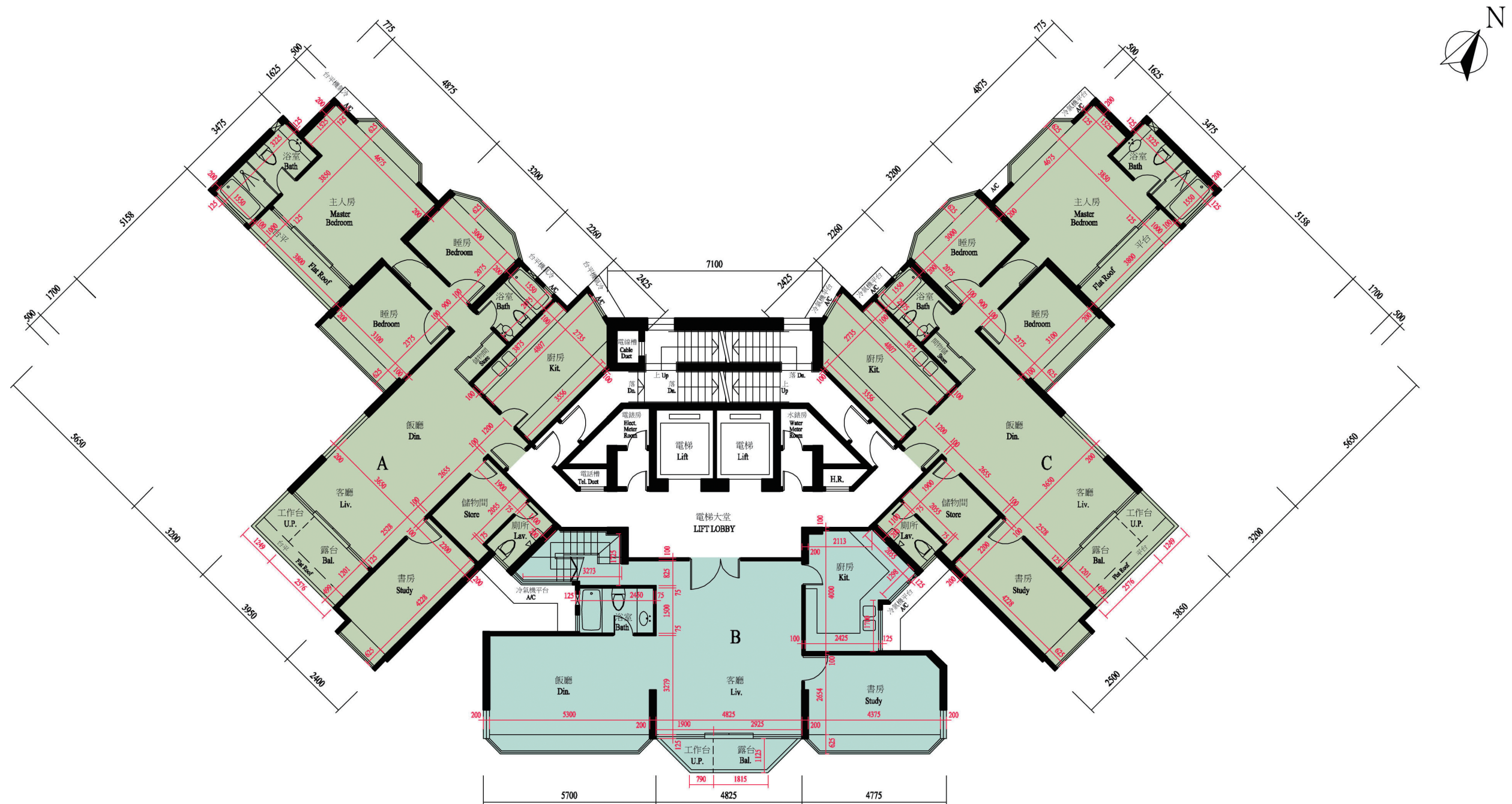


發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

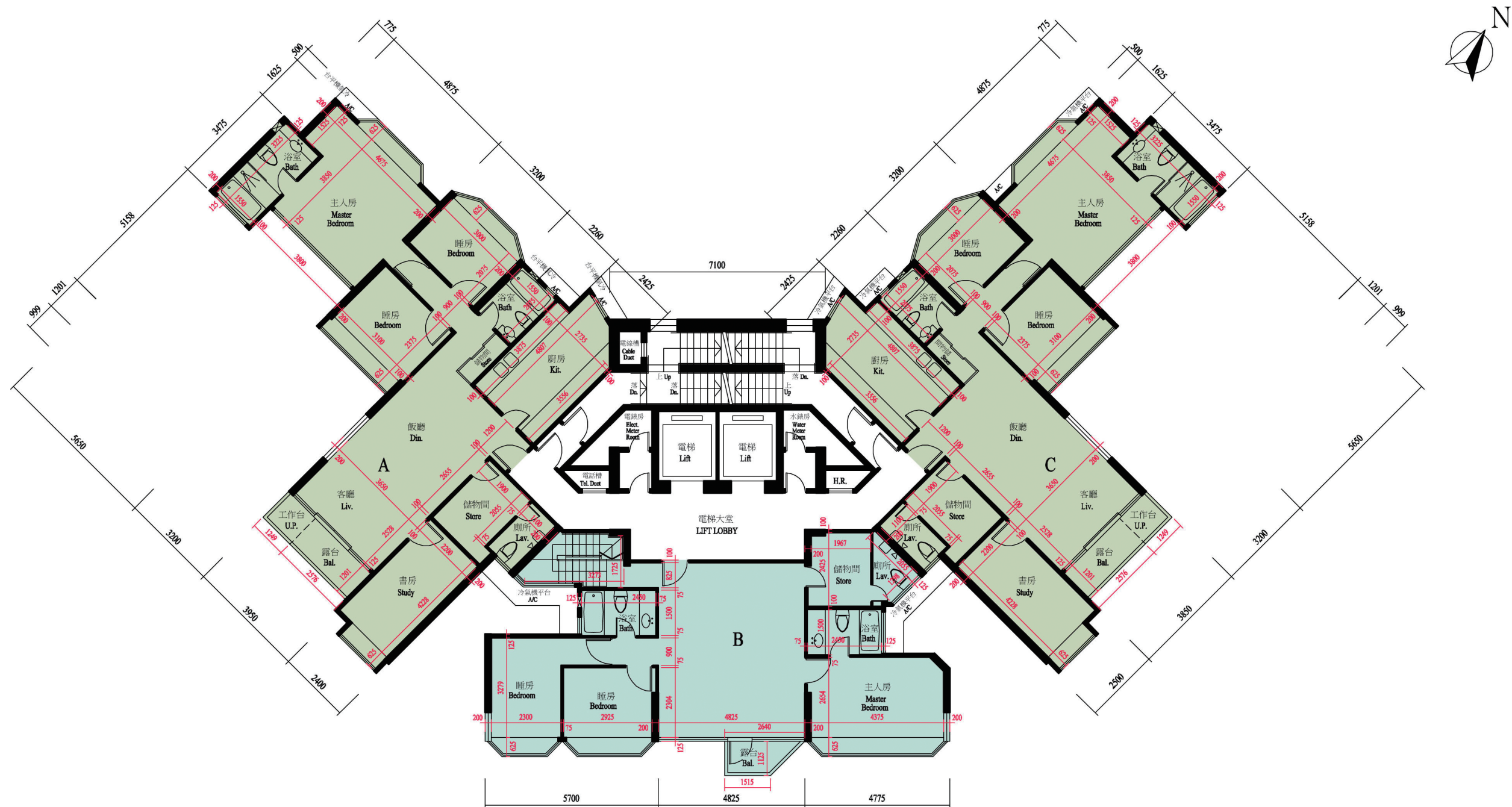


十二樓平面圖
12TH FLOOR PLAN

十二樓住宅單位的樓板(不包括灰泥)的厚度為125毫米
十二樓住宅單位的層與層之間的高度為3.15米
因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 12/F residential is 125 mm
Floor-to-floor height of 12/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

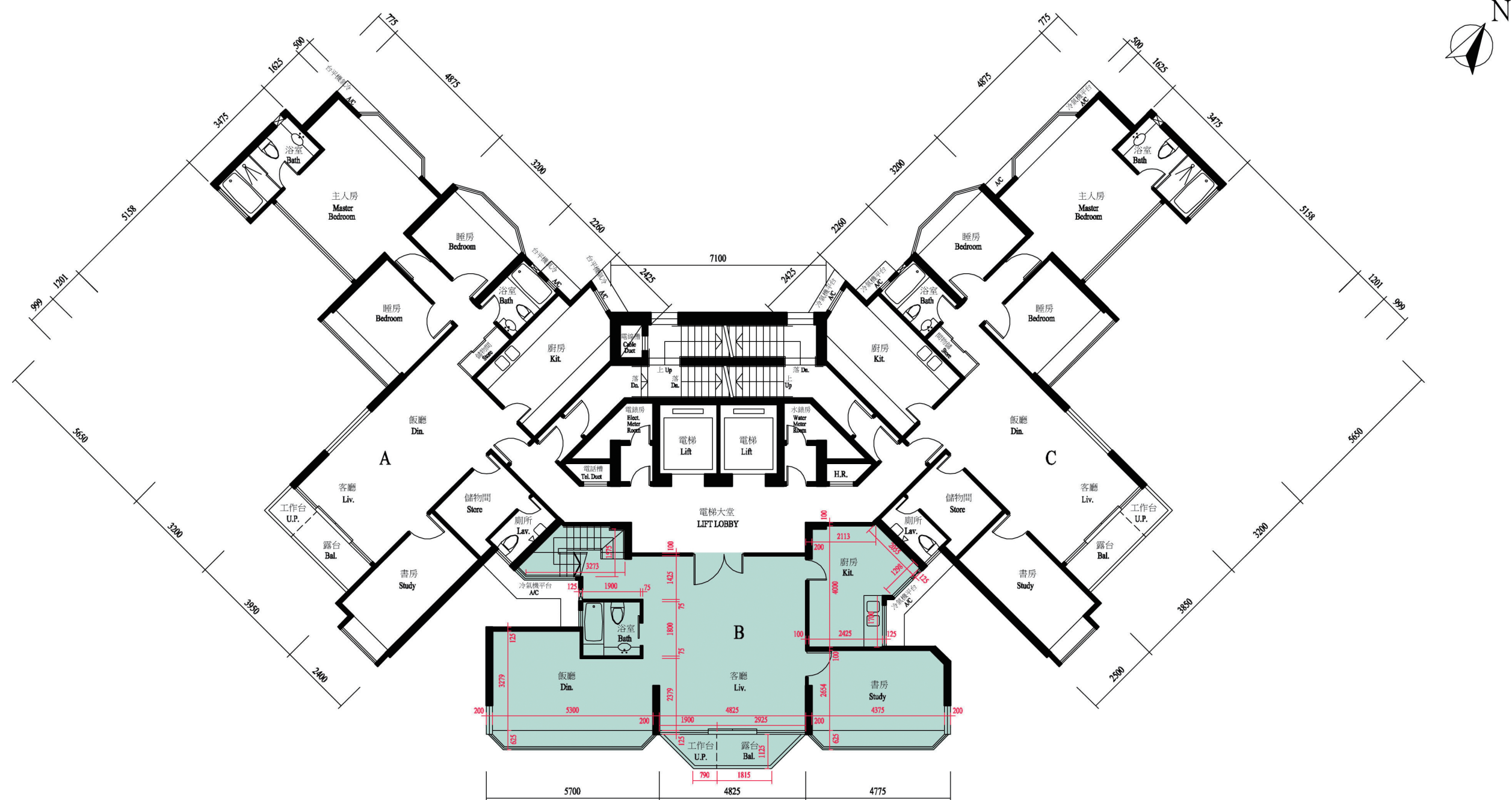


十三樓及十七樓平面圖
13TH & 17TH FLOOR PLAN

十三樓及十七樓住宅單位的樓板(不包括灰泥)的厚度為125毫米
十三樓及十七樓住宅單位的層與層之間的高度為3.15米
因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 13/F & 17/F residential is 125 mm
Floor-to-floor height of 13/F & 17/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

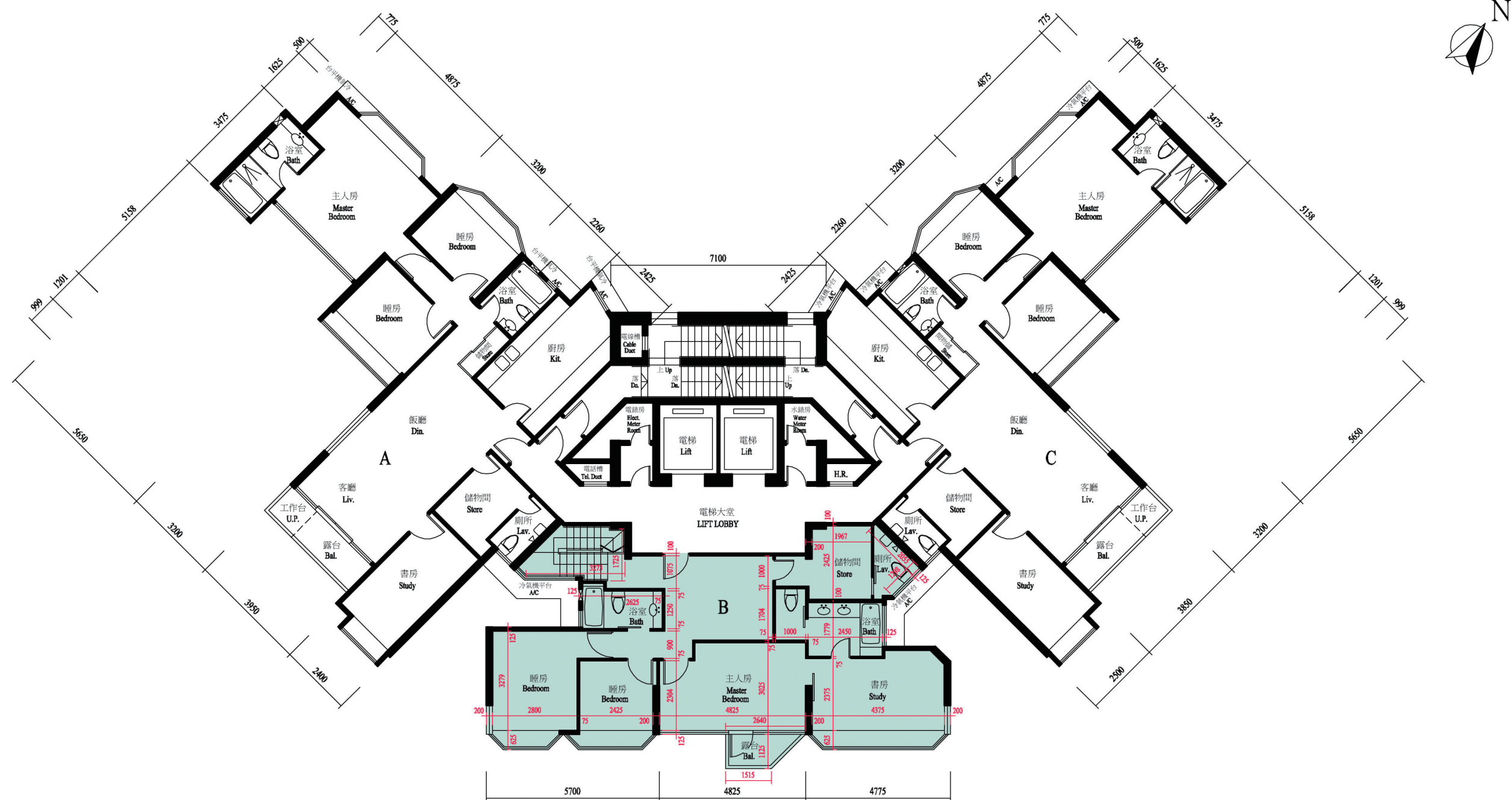


十四樓平面圖
14TH FLOOR PLAN

十四樓住宅單位的樓板(不包括灰泥)的厚度為125毫米
十四樓住宅單位的層與層之間的高度為3.15米
因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 14/F residential is 125 mm
Floor-to-floor height of 14/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

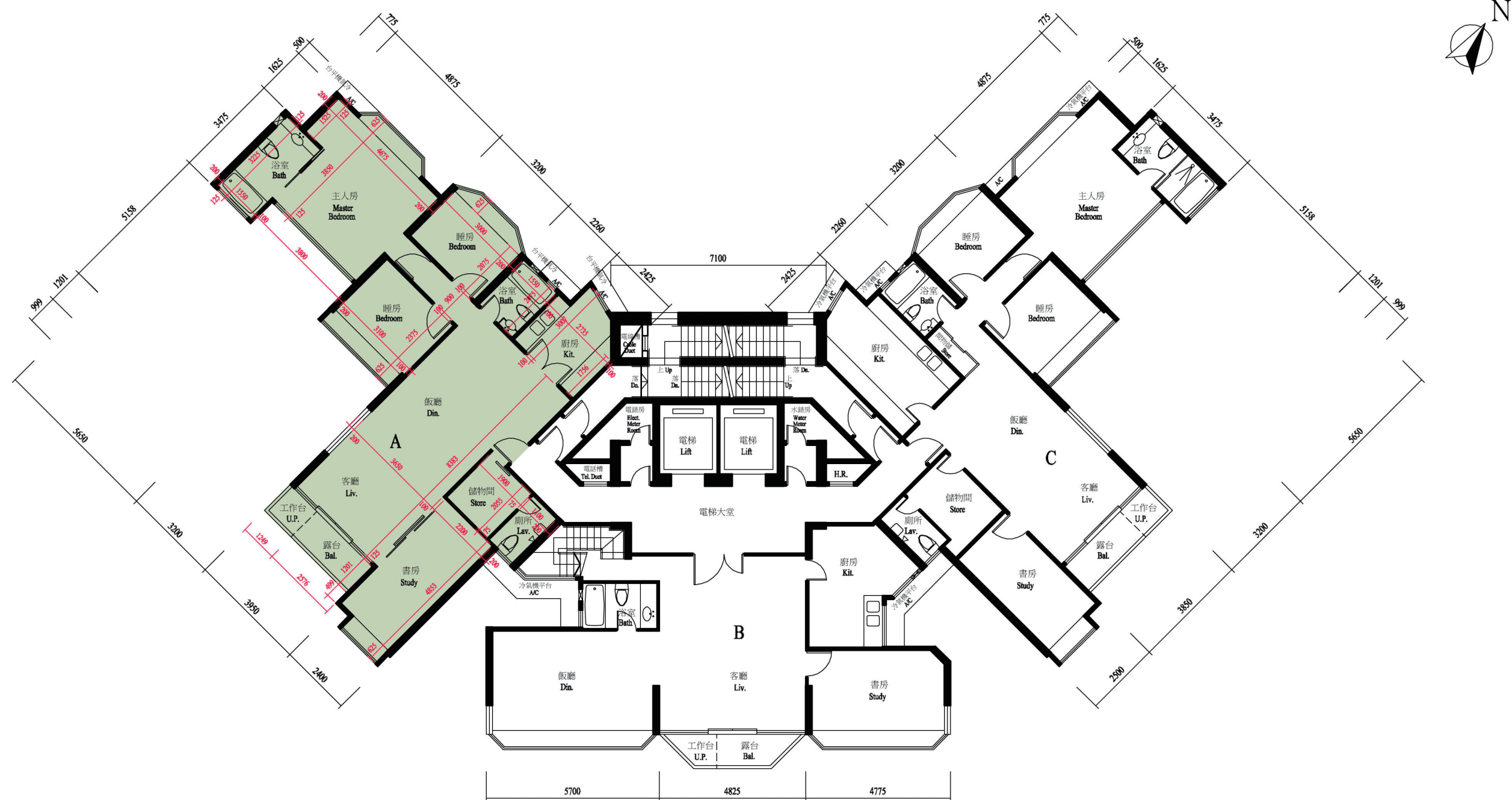


十五樓平面圖
15TH FLOOR PLAN

十五樓住宅單位的樓板(不包括灰泥)的厚度為125毫米
十五樓住宅單位的層與層之間的高度為3.15米
因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 15/F residential is 125 mm
Floor-to-floor height of 15/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

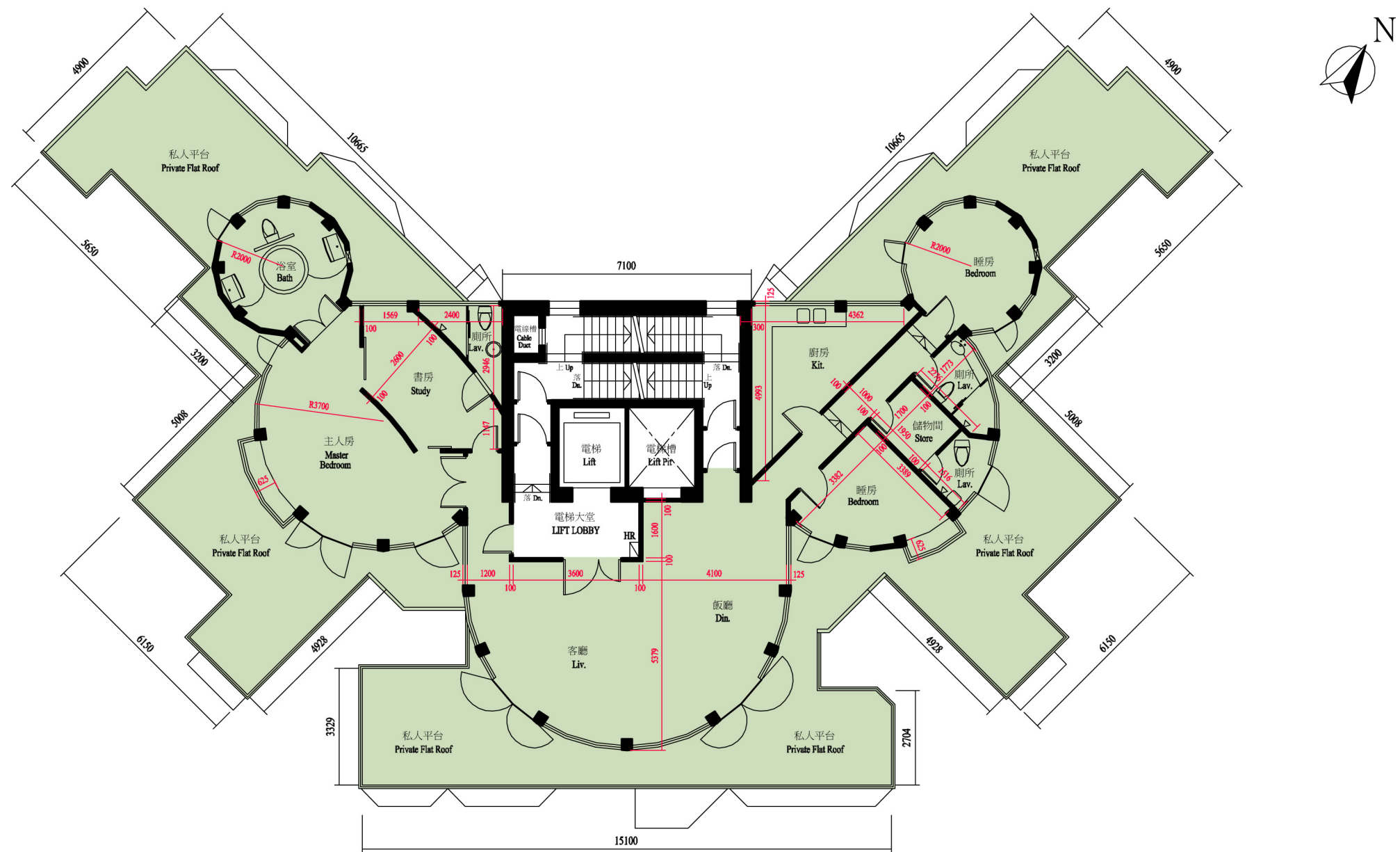


十六樓平面圖
16TH FLOOR PLAN

十六樓住宅單位的樓板 (不包括灰泥) 的厚度為 125 毫米
十六樓住宅單位的層與層之間的高度為 3.15 米
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 16/F residential is 125 mm
Floor-to-floor height of 16/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

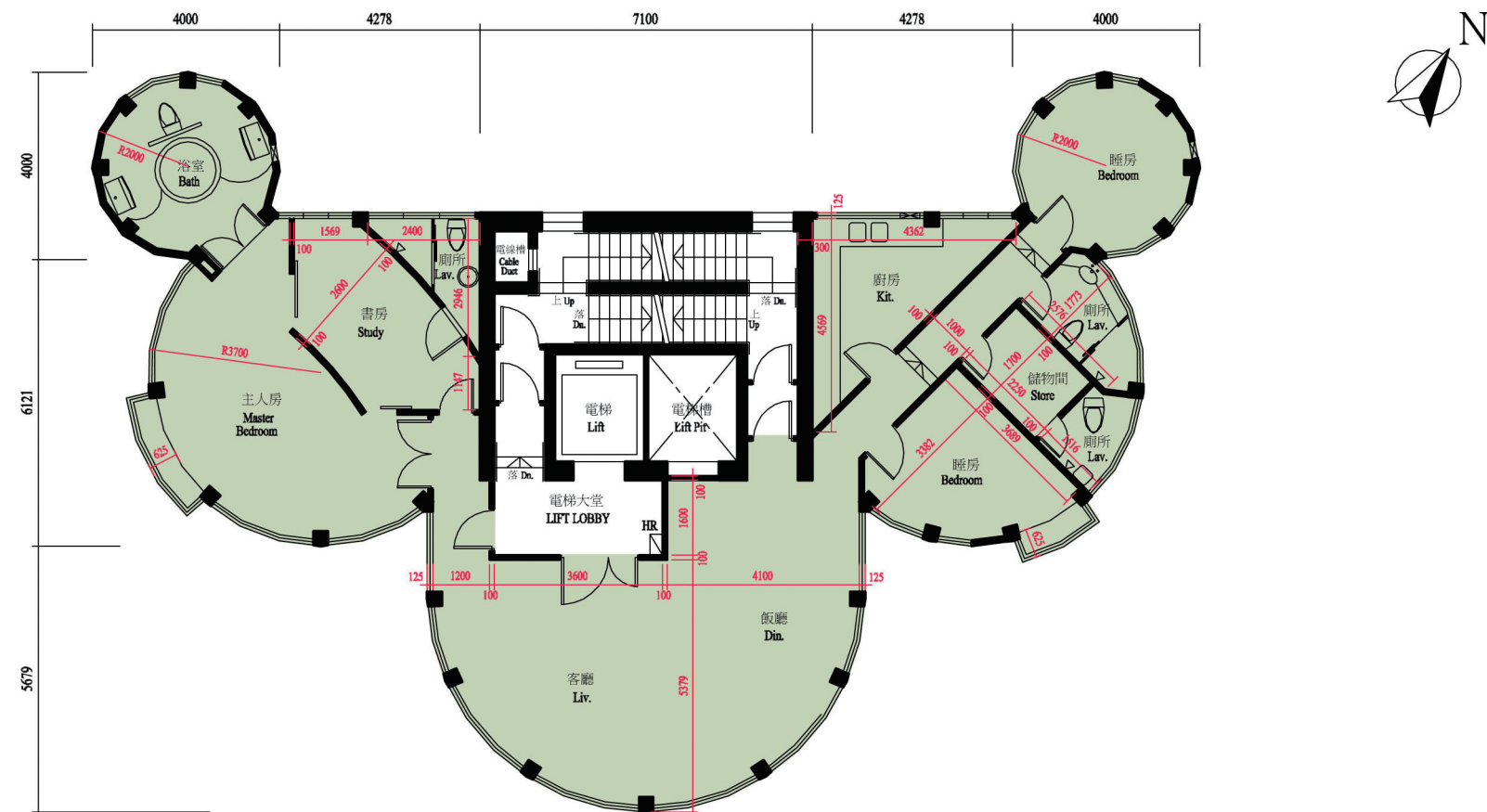


十八樓平面圖
18TH FLOOR PLAN

十八樓住宅單位的樓板(不包括灰泥)的厚度為150毫米
十八樓住宅單位的層與層之間的高度為3.15米
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 18/F residential is 150 mm
Floor-to-floor height of 18/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

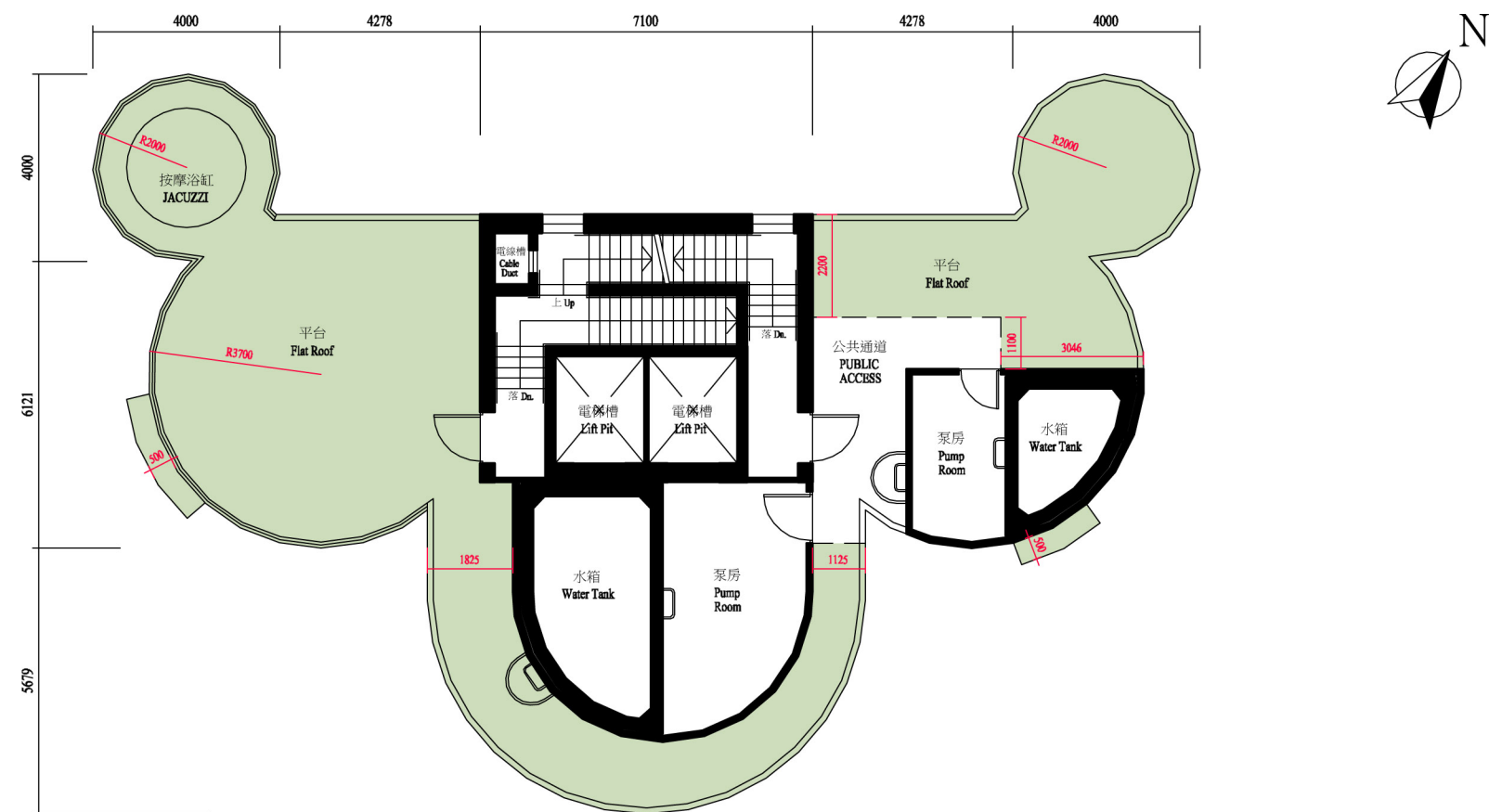


十九樓平面圖
19TH FLOOR PLAN

十九樓住宅單位的樓板(不包括灰泥)的厚度為125毫米
十九樓住宅單位的層與層之間的高度為3.15米
因住宅物業的較高樓層的結構牆的厚度遞減,較高樓層的內部面積,一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster) of 19/F residential is 125 mm
Floor-to-floor height of 19/F residential is 3.15 m
The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數的住宅物業樓面平面圖 FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT



天台平面圖
ROOF PLAN

樓板 (不包括灰泥) 的厚度：不適用

層與層之間的高度為：不適用

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大

The thickness of the floor slabs (excluding plaster): Not applicable

Floor-to-floor height: Not applicable

The internal areas of the residential properties on the upper floor will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors

發展項目期數中的住宅物業面積
AREA OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台，如有) 平方米(平方尺) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area fo other specified items (Not included in thd Saleable Area) 平方米(平方尺) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
19/F	A	165.049(1777)	—	2.29 (25)	—	111.403 (1199)	—	—	—	—	—	—
18/F	A	165.049(1777)	—	2.29 (25)	—	171.454 (1846)	—	—	—	—	—	—
17/F	A	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	C	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—

發展項目期數中的住宅物業面積
AREA OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台，如有) 平方米(平方尺) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area fo other specified items (Not included in thd Saleable Area) 平方米(平方尺) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
16/F	A	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	Duplex B	179.079(1928) 露台 Balcony: 5(54) 工作平台 Utility Platform: 1.499(16)	—	8.99 (97)	—	—	—	—	—	—	—	—
	C	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
15/F	A	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	C	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—

發展項目期數中的住宅物業面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台，如有) 平方米(平方尺) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area fo other specified items (Not included in thd Saleable Area) 平方米(平方尺) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
14/F	A	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	Duplex B	179.079(1928) 露台 Balcony: 5(54) 工作平台 Utility Platform: 1.499(16)	—	8.99 (97)	—	—	—	—	—	—	—	—
	C	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
13/F	A	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	C	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—

發展項目期數中的住宅物業面積
AREA OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台，如有) 平方米(平方尺) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area for other specified items (Not included in the Saleable Area) 平方米(平方尺) sq. metre (sq. ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
12/F	A	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	5.709 (61)	—	—	—	—	—	—
	Duplex B	179.079(1928) 露台 Balcony: 5(54) 工作平台 Utility Platform: 1.499(16)	—	8.99 (97)	—	—	—	—	—	—	—	—
	C	114.365(1231) 露台 Balcony: 3.094(33) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	5.709 (61)	—	—	—	—	—	—
4/F-11/F	A	125.07(1346) 露台 Balcony: 3.496(38) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	B	90.414(973) 露台 Balcony: 2.631(28) 工作平台 Utility Platform: 1.493(16)	—	4.37 (47)	—	—	—	—	—	—	—	—
	C	125.07(1346) 露台 Balcony: 3.496(38) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—

發展項目期數中的住宅物業面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台，如有) 平方米(平方尺) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area fo other specified items (Not included in thd Saleable Area) 平方米(平方尺) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
3/F	A	125.07(1346) 露台 Balcony: 3.496(38) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
	B	90.64(976)	—	4.37 (47)	—	—	—	—	—	—	—	—
	C	125.07(1346) 露台 Balcony: 3.496(38) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—
2/F	D	125.07(1346) 露台 Balcony: 3.496(38) 工作平台 Utility Platform: 1.5(16)	—	5.084 (55)	—	—	—	—	—	—	—	—

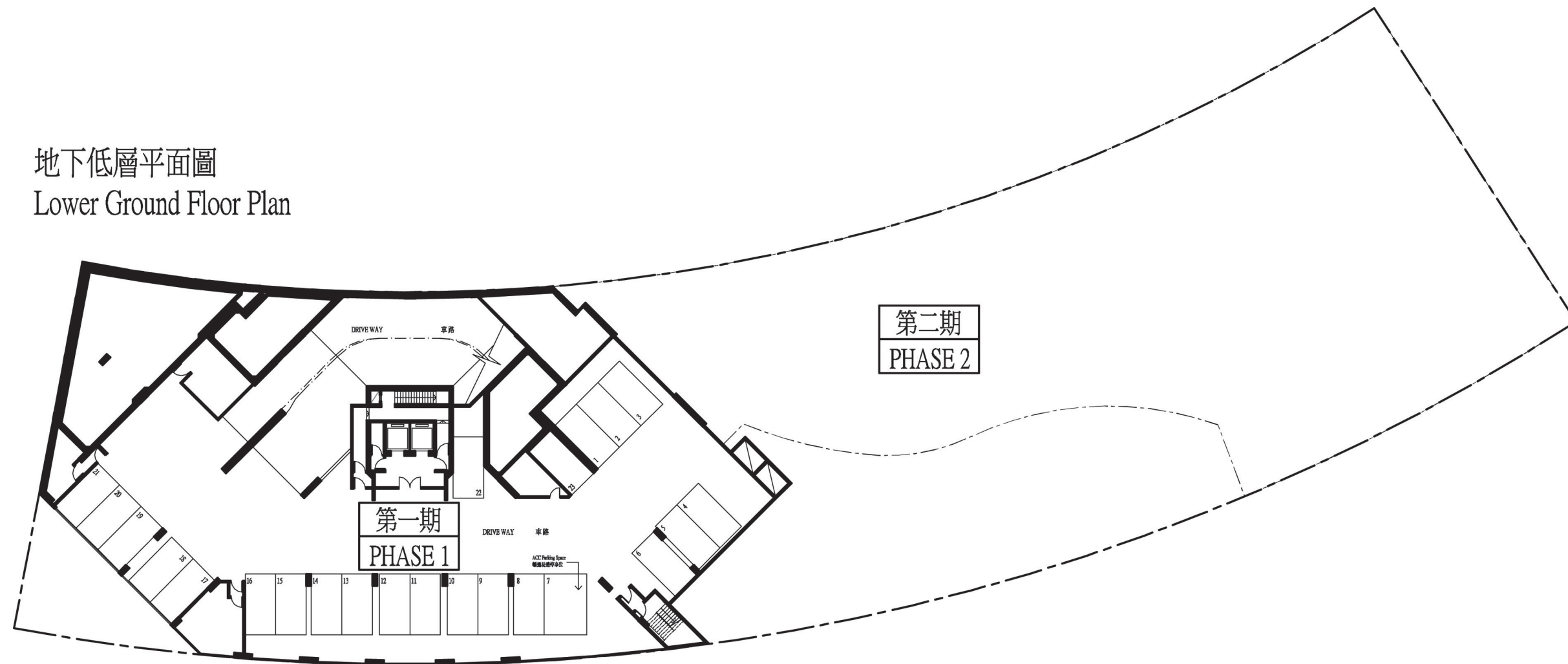
發展項目期數中的住宅物業面積

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE OF THE DEVELOPMENT

物業的描述 Description of Residential Property		實用面積 (包括露台、工作平台及陽台，如有) 平方米(平方尺) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.)	其他指明項目的面積(不計算入實用面積) Area fo other specified items (Not included in thd Saleable Area) 平方米(平方尺) sq.metre (sq.ft.)									
樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
1/F&2/F	Duplex A	161.272(1736) 露台 Balcony: 4.077(44) 工作平台 Utility Platform: 1.5(16)	—	4.716 (51)	—	—	210.058 (2261)	—	—	—	—	—
	Duplex B	105.681(1138) 露台 Balcony: 2.489(27) 工作平台 Utility Platform: 1.5(16)	—	3.326 (36)	—	5.938 (64)	144.142 (1552)	—	—	—	—	—
	Duplex C	183.572(1976)	—	6.449 (69)	—	—	211.869 (2281)	—	—	—	—	—
1/F	D	123.033(1324)	—	2.525 (27)	—	—	227.32 (2447)	—	—	—	—	—

發展項目期數中的停車位樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE PHASE OF THE DEVELOPMENT

地下低層平面圖
Lower Ground Floor Plan



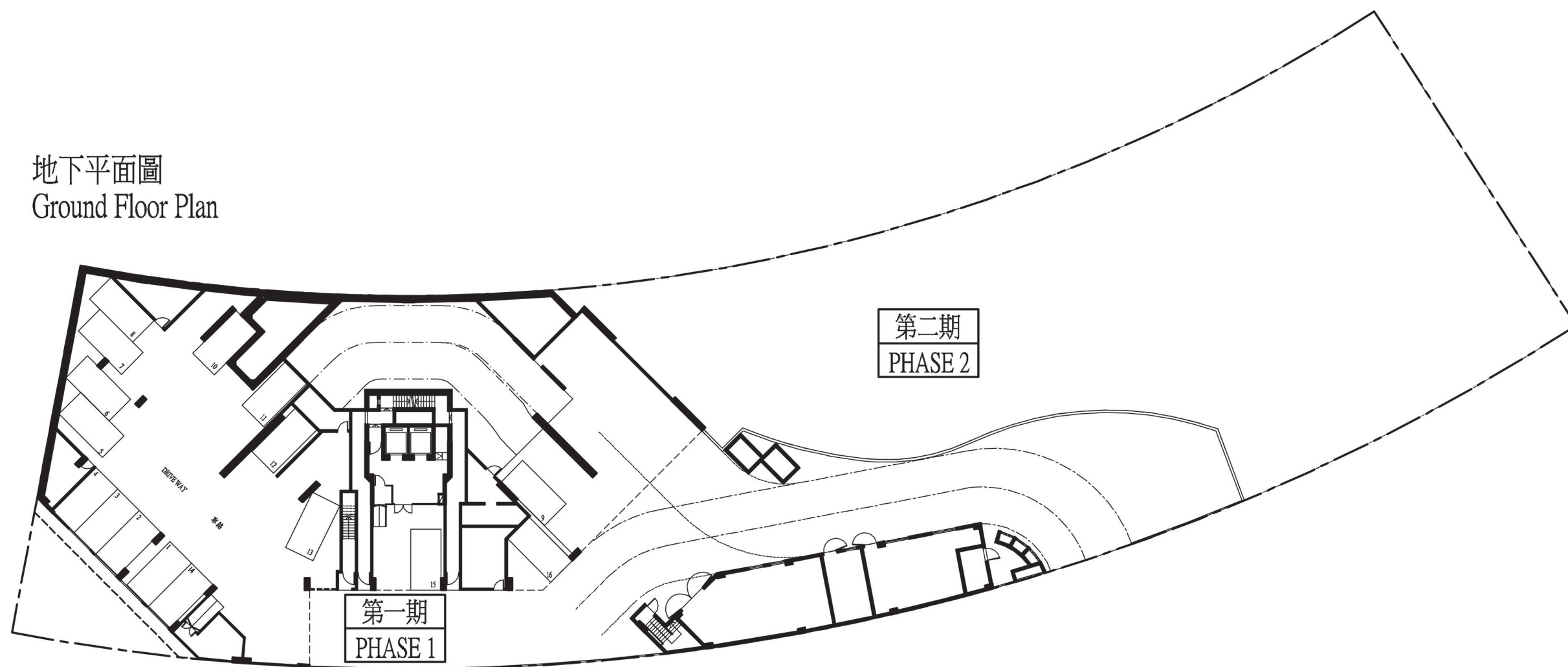
停車位數目及停車位面積 Numbers and Areas of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數目 No.	尺寸(長 x 闊)(米) Dimension (L x W) (m)	每個車位面積(平方米) Area of each space (sq. m.)
住客車位 Residential Parking Space	LG/F	22 1*	5.0 x 2.5 5.0 x 3.5	12.5 17.5

* 暢通易達停車位 Accessible car parking space

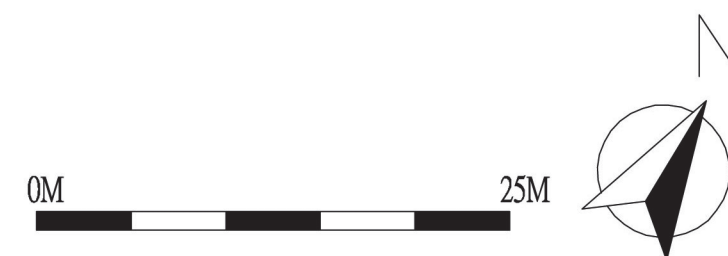
發展項目期數中的停車位樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE PHASE OF THE DEVELOPMENT

地下平面圖
Ground Floor Plan



停車位數目及停車位面積 Numbers and Areas of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數目 No.	尺寸(長 x 闊)(米) Dimension (L x W) (m)	每個車位面積(平方米) Area of each space (sq. m.)
住客車位 Residential Parking Space	G/F	16	5.0 x 2.5	12.5



臨時買賣合約摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE & PURCHASE

1. 在簽署臨時合約時須支付款額為5%的臨時訂金。
 2. 買方在簽署臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身份持有。
 3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約：
 - i. 該臨時合約即告終止；
 - ii. 有關的臨時訂金即予沒收；及
 - iii. 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。
1. A preliminary deposit of 5% is payable on the signing of that preliminary agreement;
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement:
 - i. that 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.

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. 發展項目的公用部分

「公用地方及設施」統指屋苑公用地方及設施（供整個屋苑共用及共享）、住宅單位公用地方與設施（供整棟住宅單位共用及共享）、住宅公用地方與設施（供整個住宅發展項目共用及共享）、停車場公用地方（供整個停車場共用及共享）及停車場公用設施（供車位擁有人、佔用人及使用人共用及共享），及汽車升降機區域與設施（供第二期二樓停車場的車位擁有人及佔用人共用及共享），並在適當情況下包括《建築物管理條例》附表一所列舉的適用及相關公用部分。

屋苑公用地方包括（但不限於）垃圾車車位、電錶房、油缸房、低壓配電室、變壓器室、業主立案法團辦事處、管理處、消防水泵房、緊急發電機房、垃圾及物料回收室、外牆（不包括住宅單位外牆）、升降機大堂、裝卸間、美化園區、道路、行人道、階梯、走道、通道、出入口、車道、緊急車道、開放空間、樓梯、坡道、主配線架室（如有）、泵房、變電站、保安員廁所、電力及機械設備機房、消防入水掣及自動花灑裝置、進氣口、花灑水缸、花灑泵房、花灑總掣房、建築特色、發電機房、電錶房（不構成任何單位的一部分）、風機室（如有）、保安室、控制室、消防控制室（如有）、升降機槽及升降機機房、土地內斜坡及護土牆等部分、配電室、消防泵房、消防水箱、導管及機槽、喉管槽、天線廣播系列或電訊網絡設施的安裝或使用處。

1. The common parts of the development

“**Common Areas and Facilities**” means collectively the Estate Common Areas and Facilities (intended for the common use and benefit of the Estate as a whole), Apartment Common Areas and Facilities (intended for the common use and benefit of the Apartment as a whole), Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development as a whole), Car Park Common Areas (intended for the common use and benefit of the Car Park as a whole), Car Park Common Facilities (intended for the common use and benefit of the Owners, Occupiers and users of the Parking Spaces) and Car Lift Areas and Facilities (intended for the common use and benefit of the owners and occupiers of Car Parking spaces on Level 2 Floor of Phase 2) and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance.

The **Estate Common Areas** includes but not limited to the refuse collection vehicle spaces, meter room, fuel tank room, low voltage switch room, transformer rooms, owners’ corporate office, management office, fire service pump room, emergency generator room, refuse storage and material recovery chamber, external walls (excluding the external walls of the Residential Units), lift lobby, loading and unloading bays, landscaped areas, roads, footpaths, stairs, walkways, passageways, entrances, driveways, emergency driveway, open spaces, staircases, ramps, main distribution frame rooms (if any), pump rooms, switch rooms, caretaker lavatory, electrical and mechanical plant room, fire services inlet and sprinkler inlet, gas inlet, sprinkler water tank, sprinkler pump room, sprinkler control valve room, architectural features, generator room, meter rooms (which do not form part of any Units), fans rooms (if any), security office, control room, fire services control room (if any), lift shafts and lift machine room, such parts of the Slopes and Retaining Walls within the Land, electrical rooms, fire service pump rooms, fire service water tanks, services duct and planter and pipe duct room, areas for installation or use of aerial broadcast distribution or telecommunications network facilities.

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

屋苑公用設施指安裝於屋苑公用地方供屋苑所有單位共用或共享的一切裝置及設施，作為輔助設施一部分，並非由任何個別單位獨享，包括圍牆、水渠、沙井渠道、主輸水管、下水道、排水溝、水道（如有）、電纜、電纜裝置（包括但不限於電纜槽、井冚及電纜線槽）、井口（如有）、管道、電線、鹹水及食水供水系統及主輸水管、電梯、電梯機房的裝置與設施、消防或保安設備及設施、泵、開關、電錶、電燈、衛生潔具、垃圾處置設備及設施、公用天線、電訊、網絡設施及其他儀器設備和設施。

住宅單位公用地方指屋苑所有或部分供住宅單位業主及住客共用及共享的地方，包括（在不限制上述的一般性下）電纜線槽、平台（不構成任何住宅單位的一部分）、屋頂（不構成任何住宅單位的一部分）、天台（不構成任何住宅單位的一部分）、電話線槽、整座建築物外牆（住宅單位構成部分）、護欄牆、食水及鹹水泵房、升降機、升降機槽及升降機機房、電纜豎管槽、水錶房（不構成任何住宅單位的一部分）、升降機大堂、樓梯、消防增壓泵房、空調平台、大堂、寬敞走廊、風機室及食水泵房，但不包括屋苑公用地方、住宅公用地方及停車場公用地方。

住宅單位公用設施指所有安裝於住宅單位公用地方供住宅單位共用或共享的一切裝置及設施，並非由任何個別單位獨享，或由整個屋苑共享，包括鋁質外部裝飾天窗、升降機機房內的裝置與設施、水箱、升降機，以及其他服務設施（不論屬管道式或其他）。

The **Estate Common Facilities** means all those installations and facilities in the Estate Common Areas used in common by or installed for the common benefit of all the Units in the Estate as part of the amenities and not for the exclusive benefit of any individual Units, including fence walls, drains, manhole, channels, water mains, sewers, gutters, watercourses (if any), cables, cable accommodations (including, without limitation, cable troughs, draw-pits and cable ducts), wells (if any), pipes, wires, flushing and fresh water intakes and mains, lifts, installations and facilities in the lift machine room, fire fighting or security equipment and facilities, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal aerials, telecommunications network facilities and other apparatus equipment and facilities.

The **Apartment Common Areas** includes all those areas or parts of the Estate which is designated for the common use and benefit of the Owners and occupiers of the Apartments which include, without limiting the generality of the foregoing, cable duct, flat roofs (which do not form part of any Apartments), roofs (which do not form part of any Apartments), upper roofs (which do not form part of any Apartments), telephone duct, external walls of the whole building of which the Apartments form part, parapet-walls, potable and flushing water pump room, lifts, lift shafts and lift machine room, cable riser duct room, water meter room (which does not form part of any Apartments), lift lobbies, staircases, fire services booster pump room, air-conditioning platform, lobby, wider common corridors, fan room and fresh water up-feed pump room but shall exclude the Estate Common Areas, Residential Common Areas and Car Park Common Areas.

The **Apartment Common Facilities** means all those installations and facilities in the Apartment Common Areas used in common by or installed for the common benefit of the Apartments and not for the exclusive use or benefit of any individual Unit or the Estate as a whole and which include external decorative aluminium louvres, installations and facilities in the lift machine rooms, water tanks, lifts and other service facilities apparatus whether ducted or otherwise.

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

住宅公用地方包括(但不限於)康樂設施、屋簷、過濾機房、機房、建築特色、遮陽篷、陽台頂、變壓室、樓梯、走道、電訊及廣播室和配電室。

住宅公用設施指安裝於住宅公用地方供屋苑所有住宅單位共用或共享的一切裝置及設施，並非由個別單位或整個屋苑獨佔或獨享，包括水渠、開關、電錶、管道、水泵、電線、電纜、路燈、天線、消防警報及滅火設備、垃圾處理設備及器具、遊樂設施內的娛樂及其他設施，以及其他服務設施(不論屬管道式或其他)。

停車場公用地方包括停車場一切或部分區域，指定供車位擁有人及佔用人共用及共享，現已或將會按照圖則及批地文件建造作泊車用途的地方(核准停車場平面圖則劃定的車位除外)，包括汽車升降機區域及設施、升降機大堂、上落車空間、乘客上落車位及輪椅通道、汽車坡道、車道、坡道、樓梯及通道。

停車場公用設施指安裝於停車場公用地方供所有車位擁有人及佔用人共用或共享的一切裝置及設施，並非由任何個別車位或整個屋苑獨佔或獨享，包括排水渠、沙井、渠道、主輸水管(如有)、水箱、下水道、排水溝、水道、電纜、井口(如有)、管道、電線、鹹水及食水供水系統(如有)及主輸水管、消防或保安設備及設施、泵、開關、電錶、電燈、通風管道及機房、電動閘設備，以及其他器具、設備及設施。

The **Residential Common Areas** includes but not limited to recreational facilities, canopies, filtration plant room, plant room, architectural features, sunshades, cover of balcony, transfer plate, staircases, walkways, telecommunications and broadcasting room and switch room.

The **Residential Common Facilities** means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual unit or the Estate as a whole which include drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, fire warning and fighting equipment, refuse disposal equipment and apparatus, recreational and other facilities in the recreational facilities and other service facilities apparatus whether ducted or otherwise.

The **Car Park Common Areas** includes all those areas or parts of the Car Park the right to the use of which is designated for the common use and benefit of the Owners and occupiers of Car Parking Spaces and which are constructed or to be constructed for parking purposes in accordance with the Plans and the Government Grant except the Car Parking Spaces designated on the approved carpark layout plan and which include the Car Lift Areas and Facilities, lift lobbies, the landings, the spaces for the picking up and setting down of passengers and manoeuvring and circulation areas, the car ramp, the driveways, ramps, staircases and circulation passages.

The **Car Park Common Facilities** means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parking Spaces and not for the exclusive use or benefit of any individual Car Parking Space or the Estate as a whole including drains, manhole, channels, water mains (if any), water tanks, sewers, gutters, watercourses, cables, wells (if any), pipes, wires, flushing and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, pumps, switches, meters, lights, ventilation air duct and plant room, access barrier equipment and other apparatus and equipment and facilities.

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

汽車升降機區域及設施指汽車升降機區域或設施中一切所有或部分地方、裝置及設施，其使用權已授予位於第二期二樓的停車場車位的擁有人及佔用人，供他們共用及共享，作為進出第二期二樓停車場區域之用，包括汽車升降機、汽車升降機槽、汽車等候空間、汽車升降機機房，以及其他設備裝置與設施。

The **Car Lift Areas and Facilities** means all those areas or parts, installations and facilities of the car lift areas and facilities the right to the use of which is designated for the common use and benefit of the Owners and occupiers of Car Parking Spaces on Level 2 Floor of Phase 2 for the purpose of access to the car park areas on Level 2 Floor of Phase 2 which include the car lift, car lift shafts, car waiting space, the car lift machine room and other apparatus installations equipment and facilities.

2. 分配予發展項目中各個單位的不可分割份數的數目

(i) 住宅

樓層	單位	不可分割份數
1 及 2	複式 A	271017/8694567
	複式 B	182563/8694567
	複式 C	295956/8694567
1	D	239218/8694567
2	D	130154/8694567
3	A	130154/8694567
	B	95010/8694567
	C	130154/8694567
4 – 11	A	130154/8694567
	B	94784/8694567
	C	130154/8694567
12	A	120876/8694567
	C	120876/8694567

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

(i) Residential

Floor	Unit	Undivided Shares
1 & 2	Duplex A	271017/8694567
	Duplex B	182563/8694567
	Duplex C	295956/8694567
1	D	239218/8694567
2	D	130154/8694567
3	A	130154/8694567
	B	95010/8694567
	C	130154/8694567
4 – 11	A	130154/8694567
	B	94784/8694567
	C	130154/8694567
12	A	120876/8694567
	C	120876/8694567

公契的摘要
SUMMARY OF DEED OF MUTUAL COVENANT

樓層	單位	不可分割份數
12 及 13	複式 B	188069/8694567
13	A	119449/8694567
	C	119449/8694567
14	A	119449/8694567
	C	119449/8694567
14 及 15	複式 B	188069/8694567
15	A	119449/8694567
	C	119449/8694567
16	A	119449/8694567
	C	119449/8694567
16 及 17	複式 B	188069/8694567
17	A	119449/8694567
	C	119449/8694567
18	A	210203/8694567
19	A	195190/8694567

Floor	Unit	Undivided Shares
12 & 13	Duplex B	188069/8694567
13	A	119449/8694567
	C	119449/8694567
14	A	119449/8694567
	C	119449/8694567
14 & 15	Duplex B	188069/8694567
15	A	119449/8694567
	C	119449/8694567
16	A	119449/8694567
	C	119449/8694567
16 & 17	Duplex B	188069/8694567
17	A	119449/8694567
	C	119449/8694567
18	A	210203/8694567
19	A	195190/8694567

公契的摘要
SUMMARY OF DEED OF MUTUAL COVENANT

(ii) 車位

		每個車位的 不可分割 分數數目
(i)	地下底層車位:- 編號: 1-6, 8-23	12500/8694567
	地下底層傷健人士車位:- 編號: 7	17500/8694567
(ii)	地下車位:- 編號: 1-16	12500/8694567

3. 發展項目的經理人的委任年期

經理人首屆任期由簽訂公契日期起計為期兩年，其後續任至按公契條文終止為止。

(ii) Car Parking Space

		Undivided Shares allocated to each Parking Space
(i)	Car Parking Spaces on Lower Ground Floor:- Nos. 1-6, 8-23	12500/8694567
	Car Parking Space for Disabled on Lower Ground Floor:- No. 7	17500/8694567
(ii)	Car Parking Spaces on Ground Floor:- Nos. 1-16	12500/8694567

3. The term of year for which the manager of the development is appointed

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

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

4. 發展項目中各住宅物業業主分擔管理開支的基準

每位業主應在每個曆月首日預繳按管理預算案應繳的年度開支份額其中十二分之一作為管理費，以分擔發展項目的管理開支（包括經理人酬金）。該應繳份額比例應與分配予其單位的管理份額相同。

5. 計算管理費按金的基準

管理費按金相等於業主就其單位按首個年度管理預算案計算而應繳的三個月管理費。

6. 賣方在發展項目中保留作自用的範圍（如有）

不適用

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

Each Owner shall contribute towards the management expenses (including the Manager's remuneration) of the development by paying in advance on the first day of each calendar month 1/12th of the due proportion of the annual expenditure in accordance with the Management Budget which due proportion shall be the same proportion as the number of Management Shares allocated to his Unit.

5. The basis on which the management fee deposit is fixed

The management fee deposit is equivalent to three months' management contribution based on the first annual Management Budget payable by the owner in respect of his unit.

6. The area (if any) in the development retained by the vendor for its own use

Not applicable

批地文件摘要 SUMMARY OF LAND GRANT

1. 本發展項目建於荃灣市地段第352號(「該地段」)。
 2. 該地段獲批授租期由1991年1月7日起至2047年6月30日屆滿。
 3. 租用條件第4(14)條規定，買方不會使用或批准或任憑使用上述該塊或該幅土地或其任何部分或建於其上的任何一幢或多幢樓宇或一幢或多幢樓宇的任何部分作私人住宅以外的任何用途。
 4. 租用條件第4(7)條規定，在租期內有需要時，買方須按合理份額及比例負責、支付及承擔樓宇維修及修正全部或任何位於或屬於租賃物業或其任何部分與靠近或毗鄰其他物業共用區域的道路、車道、行人道、水道、圍欄與界牆、通風口、私人或公共下水道及排水渠所涉及成本及開支，而有關比例應由署長釐定及確定，並以租金性質分期收回。
 5. 租用條件第4(8)條規定，政府可於上述租期內每年兩次或以上合法派遣署長或其他經授權代表政府的人士於任何日子的所有合理時間進入租賃物業以巡視物業狀況，倘於巡視期間發現任何腐朽、缺陷及須予彌補及修正之處，即須於租賃物業或其若干部分留下或向業主發出通知書，要求業主於三個曆月內進行維修及修正，而業主必須於有關期限內進行相應維修及修正。
1. The development is situated on Tsuen Wan Town Lot No.352 (“the Lot”).
 2. The lot was granted for a term commencing from 7th January 1991 and expiring on 30th June 2047.
 3. Lease condition 4(14) provides that the Purchaser will not use or permit or suffer to be used the said piece or parcel of ground or any part thereof or any building or buildings erected or to be erected thereon or any part or parts of such building or buildings for any purpose other than private residential purposes.
 4. Lease condition 4(7) provides that the Purchaser will during the term of the lease as often as need shall require bear pay and allow a reasonable share and proportion for and towards the costs and charges of making building repairing and amending all or any roads lanes pavements channels fences and party walls draughts private or public sewers and drains requisite for or in or belonging to the demised premises or any part thereof in common with other premises near or adjoining thereto and that such proportion shall be fixed and ascertained by the Director and shall be recoverable in the nature of rent in arrear.
 5. Lease condition 4(8) provides that it shall and may be lawful to and for the Government by the Director or other persons deputed to act for the Government twice or oftener in every year during the said term at all reasonable times in the day to enter into and upon the demised premises to view search and see the condition of the same and of all decays defects and wants of reparation and amendment which upon every such view shall be found to give or leave notice in writing at or upon the demised premises or some part thereof unto or for the owner to repair and amend the same within Three Calendar Months then next following within which time the Purchaser will repair and amend the same accordingly.

批地文件摘要 SUMMARY OF LAND GRANT

6. 租用條件第4(9)條規定，於任何時間，特別是於任何建築、維修、翻新或保養工程期間，買方應採取或促使採取一切適當及足夠的保護、技巧及預防措施，以免損壞位於、流經、高於、低於或毗鄰上述該塊或該幅土地或其任何部分、啡色區域及於租約所附計劃內以綠色底色加上黑色影線顯示的區域（以下稱為「綠色底色黑影區域」）的任何政府或其他現有排水渠、航道或水道（包括主輸水管）、交通輔助設施、公共道路、行人道、下水道、明渠、管道、電纜、電線、公用服務或任何其他工程或裝置（以下統稱為「工程和服務」），惟買方於進行上述任何工程前須作出或促使作出就確定任何工程和服務現時狀況及水平而言可能屬必要的該等適當查冊及查詢，並須向署長呈交處理任何工程和服務的建議書以供全面審批，於署長書面批准有關工程及建議書前一概不得以任何方式展開任何工程，同時將遵守署長就工程和服務所作出的任何規定，並將承擔達成該等規定所涉及的成本，包括任何必要的轉移、重鋪或復原成本，及將自費以任何形式全面維修、修整及復原因任何該等建築、維修、翻新或保養工程而對上述該塊或該幅土地、啡色區域及綠色底色黑影區域地表或任何流經、高於、低於或毗鄰上述該塊或該幅土地或其任何部分、啡色區域及綠色底色黑影區域的工程和服務所造成的任何損害或干擾，使署長滿意。倘買方就上述該塊或該幅土地或其任何部分、啡色區域及綠色底色黑影區域或任何工程和服務未有進行任何該等必要的轉移、重鋪、維修、修整及復原工程令署長滿意，則署長可進行任何其認為必要的轉移、重鋪、維修、復原或修整工程，而買方須應政府要求支付該等工程的費用。
6. Lease condition 4(9) provides that the Purchaser will take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), traffic aids, public roads, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as “the Works and Services”) being or running upon, over, under or adjacent to the said piece or parcel of ground or any part thereof, the Brown Area and the areas shown coloured green hatched black on plan annexed to the Lease (hereinafter referred to as “the Green Hatched Black Areas”), provided that the Purchaser before carrying out any such work as aforesaid will make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and will not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and will comply with any requirements of the Director in respect of the Works and Services, and will bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and will at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the said piece or parcel of ground, the Brown Area and the Green Hatched Black Areas or any of the Works and Services running on, over, under or adjacent to the said piece or parcel of ground, the Brown Area and the Green Hatched Black Areas in any manner arising out of any such construction, maintenance, renewal or repair work. If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the said piece or parcel of ground or any part thereof, the Brown Area and the Green Hatched Black Areas or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Purchaser will pay to the Government on demand the cost of such works.

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7. 租用條件第4(24)條規定，除非事前已獲得署長書面同意，否則買方不會削除、移除或移後任何靠近或毗鄰上述該塊或該幅土地的政府土地或對任何政府土地進行任何形式的建築、填土或任何斜坡處理工程。署長可全權酌情按照其認為合適的條款及條件（包括收費）給予有關同意，包括按其可能釐定的補地價出讓額外政府土地，作為上述該塊或該幅土地的延伸。

8. 租用條件第4(25)條規定：

- (a) 如在上述該塊或該幅土地或任何政府土地上有削除、移除或移後土地的情況，或進行任何形式的建築、填土或任何斜坡處理工程，不論有否獲得署長事先書面同意，若此舉乃為構造、平整或發展述該塊或該幅土地或其任何部分，或是與為執行買方在此等條款及契諾下需要進行的其他工作所相關，又或為任何其他目的，買方須自費執行及建造為著保護及支撐上述該塊或該幅土地內有關土地以及任何靠近或毗鄰政府或租賃土地，以避免其後發生泥石墜落、山泥傾瀉或地陷等情況所必需的斜坡處理工程、護土牆、其他支撐、保護、排水、附帶以至其他各種工程。買方應在本文件內同意批地的整個時期內，自費為上述土地、斜坡處理工程、護土牆、其他支撐、保護、排水、附帶以至其他各種工程進行保養工作，令其在各方面處於良好的基本維修狀態，使署長滿意；

7. Lease condition 4(24) provides that the Purchaser will not cut away, remove or set back any Government land adjacent to or adjoining the said piece or parcel of ground or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions (including the payment of fees) as he sees fit, including the grant of additional Government land as an extension to the said piece or parcel of ground at such premium as he may determine.

8. Lease condition 4(25) provides that:

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the said piece or parcel of ground or on any Government land, which is or was done for the purpose of or in connection with the formation, leveling or development of the said piece or parcel of ground or any part thereof or any other works required to be done by the Purchaser under the terms and covenants herein contained, or for any other purpose, the Purchaser will at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the said piece or parcel of ground and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter; and the Purchaser will at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director;

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- (b) 倘因買方所進行任何構造、平整、發展或其他工程或任何其他原因而於任何時間導致或造成位於上述該塊或該幅土地內任何土地或任何靠近或毗鄰政府或租賃土地出現任何泥石墜落、山泥傾瀉或地陷情況，買方將自費修復及作出修整，使署長滿意，並會向政府、其代理人及承包商彌償因該等泥石墜落、山泥傾瀉或地陷而導致或可能導致須作出、蒙受或產生的一切成本、開支、損失、要求及索償；
- (c) 除本文件所規定與違反本文件內條款及契諾有關的任何其他權利或補救措施外，署長有權透過書面通知要求買方進行、建造及維護上述土地、斜坡處理工程、護土牆或其他支撐、保護及排水或附帶或其他工程，或修復及處理任何泥石墜落、山泥傾瀉或地陷情況，如買方於指定期限內漠視或未能遵從該通知令署長滿意，則署長可立即執行及展開任何必要的工程，並要求買方將相關成本連同任何行政或專業費用及開支償還予政府。
9. 租用條件第4(30)條規定，買方須自費以署長滿意的方式在上述該塊或該幅土地邊界內或政府土地上建造及維護署長認為必要的排水渠及渠道，旨在截流及轉送所有降於或流經上述該塊或該幅土地及鄰近道路的暴雨或雨水至最近的河道、集水井、渠道或雨水渠。如該等暴雨或雨水構成任何破壞或滋擾，買方必須獨力承擔法律責任，並向政府及其人員彌償所有因此招致的訴訟、索償及要求。
- (b) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslide or subsidence occurs at any time, whether in or from any land, within the said piece or parcel of ground or from any adjacent or adjoining Government or leased land, the Purchaser will at his own expense reinstate and make good the same to the satisfaction of the Director and will indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslide or subsidence;
- (c) In addition to any other rights or remedies herein provided for breach of any of the terms and covenants herein contained, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslide or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser will on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
9. Lease Condition 4(30) provides that the Purchaser will at its own expense construct and maintain to the satisfaction of the Director such drains and channels whether within the boundaries of the said piece or parcel of ground or on Government land as the Director may consider necessary to intercept and convey into the nearest streamcourse catchpit channel storm-water drain all storm-water or rainwater falling or flowing onto the said piece or parcel of ground and the approach road thereto and the Purchaser will be solely liable for and will 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.

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10. 租用條件第4(44)條規定：

- (a) 買方將自費以合規方式及物料按建築物(私家街道及通路)規例所載標準及署長所規定或批准的標準，於啡色區域及沿租約所授出通行權區域鋪設道路，以及相關的街道設備、輔助交通設施、街道照明、下水道、排水渠及其他構築物。
- (b) 買方將自費維護、保養及維修啡色區域及形成該區域的一部分或相關部分，使署長滿意，而買方須全權負責有關工作，猶如其為全權擁有人。
- (c) 假若任何改動導致連接啡色區域及獲授通行權部分的公眾道路被吸納，或其傾斜度受到影響，買方不得就此提出任何申索，並須自費對所鋪設道路進行一切後續改動，使署長滿意。
- (d) 租約所授出通行權並無將啡色區域的專用權授予買方。政府有權向現時或日後任何時間位於附近的任何其他地塊或地皮的擁有人授出啡色區域的通行權，或接管啡色區域全部或任何部分以作公眾道路用途，而毋須向買方或其他可能獲授啡色區域全部或任何部分通行權的買家作出任何賠償。
- (e) 買方一旦未能履行租約下的責任，政府可進行必要的建造、保養及維修工程，費用由買方承擔。買方將應政府要求支付相等於署長所釐定金額的成本，而署長所釐定金額屬最終決定且對買方具有約束力。

10. Lease Condition 4(44) provides that:

- (a) The Purchaser will at its own expense in such manner with such materials and to the standards laid down in the Building (Private Streets and Access Roads) Regulations and such standards as the Director shall require or approve construct a paved way with the associated street furniture traffic aids street lighting sewers drains and other structures on the Brown Area over and along which a right of way referred to in the Lease is given
- (b) The Purchaser will at its own expense uphold maintain and repair the Brown Area and everything forming a portion of or pertaining to it all to be done to the satisfaction of the Director and the Purchaser will be responsible for the whole as if it were the absolute owner thereof
- (c) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof shall not give rise to any claim by the Purchaser who will at its own expense carry out all consequent alterations to the paved way constructed by it to the satisfaction of the Director
- (d) The grant of the right of way referred to in the Lease shall not give the Purchaser the exclusive right over the Brown Area and the Government shall have the right to grant rights of way over the Brown Area to the owner of any other pieces or parcels of ground in the vicinity now or at any time in the future or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Purchaser or to other Purchasers to whom rights of way over the whole or any portion of the Brown Area may have been granted
- (e) In the event of the non-fulfilment of the Purchaser's obligations under the lease, the Government may carry out the necessary construction maintenance and repair works at the cost of the Purchaser who will pay to the Government on demand a sum equal to the cost thereof such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser

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- (f) 即使已授出租約所指通行權，政府仍擁有一切權利及權力向買方發出不少於十四天書面通知（緊急情況除外），為目前或日後可能位於啡色區域內、地上、地底或鄰近地區而署長可能全權酌情視為修復任何及全部造成的損害屬恰當的任何政府或其他渠道、暗渠、水道或河道、污水渠、明渠、水管、管道、電纜、電線、線路或公用設施，進行鋪設、安裝、保養、重鋪、改道、移除、重置、更換、檢查、操作、修理、維護及更新工作或其他工程或安裝（以下統稱為「服務」），且署長、其職員、承包商及任何其他經授權人員或其工人有權為上述目的在任何時間不受限制地進出及穿越啡色區域，不論帶同或不帶同工具、設備、器械或車輛。於未獲署長事先書面批准的情況下，買方不會打擾或允許任何人士打擾有關工作，而除修正就行使上述任何權利及權力造成的任何及一切損害外，政府、署長、其職員、承包商及任何其他經授權人員或其工人概不會就其行使本條款賦予的權利而導致買方承受的各種損失、損害、滋擾及騷擾承擔任何責任。買方不得就此向彼或彼等提出任何索償或反對。
- (g) 買方為啡色區域鋪設道路期間所有時間，須以各方面令署長滿意的方式於啡色區域維持一條足夠闊道的通道供行人及車輛往返啡色區域，確保毗鄰地段擁有人及佔用毗鄰土地的政府機關的利益。

- (f) Notwithstanding the grant of the right of way referred to in the Lease, the Government shall have the full right and power upon giving to the Purchaser not less than fourteen days written notice (save in case of emergency) to lay install relay divert remove reprovision replace inspect operate repair maintain and renew any Government or other drain culvert waterway or watercourse sewer nullah water main pipe cable wire line utility service or other works or installations (all together hereinafter referred to as “the services”) which are now or may hereafter be upon over under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit making good any and all damages caused thereby and the Director his officers contractors and any other persons authorized by him his or their workmen with or without tools equipment plant machinery or motor vehicles shall have the right of free ingress egress and regress at all times to and from the Brown Area for the purposes aforesaid and the Purchaser will not disturb or allow anybody to disturb the services without prior written approval from the Director and save in respect of making good any and all damage caused by any exercise of the aforesaid right and powers the Government the Director his officers contractors and any other persons authorized by him his or their workmen shall have no liability in respect of any loss damage nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim nor objection shall be made against him or them by the Purchaser
- (g) The Purchaser will at all times during the construction of the paved way on the Brown Area and in all respects to the satisfaction of the Director maintain over the Brown Area a path of sufficient width for the purpose of pedestrian and vehicular traffic to and from the Brown Area for the benefit of the owners of adjoining lots and Government bodies occupying adjoining land

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11. 租用條件第4(45)條規定：

- a. 買方可於上述該塊或該幅土地內興建、建造及提供署長可能書面批准的該等休憩設施及相關配套設施（以下統稱為「設施」），而設施的種類、大小、設計、高度及位置亦須經由署長事先書面批准。
- b. 倘根據本節(a)分段條文提供設施：
 - (i) 買方將於據此所獲授租期內自費維護其於上述該塊或該幅土地興建、建造或提供的設施或日後任何時間可能興建、建造或提供的設施，令其各方面處於良好的基本維修狀態，並將維持設施運作，使署長滿意；及
 - (ii) 設施僅可供現已或將會建於上述該塊或該幅土地的一座或多座建築物內住客及其真正訪客使用，其他人士一概不得使用。

12. 租用條件第4(47)條規定，買方須自費在無建築結構的上述該塊或該幅土地及平台（如有）作環境美化及種植樹木和灌木，其後亦須進行維護，以保持該部分清潔、整齊及健康，使署長滿意。

11. Lease Condition 4(45) provides that:

- a. The Purchaser may erect construct and provide within the said piece or parcel of ground such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director and the type size design height and disposition of the Facilities shall also be subject to the prior written approval of the Director
- b. In the event that the Facilities are provided in accordance with the provision of sub-clause (a) hereof:
 - (i) the Purchaser will throughout the term of years hereby granted at its own expense maintain the Facilities erected constructed or provided or which may at any time thereafter be erected constructed or provided within the said piece or parcel of ground in good and substantial repair and condition and will operate the Facilities to the satisfaction of the Director and
 - (ii) The Facilities shall only be used by the residents of the building or buildings erected or to be erected within the said piece or parcel of ground and their bona fide visitors and by no other person or persons whatsoever

12. Lease Condition 4(47) provides that the Purchaser will at its own expense landscape and plant with trees and shrubs any portion of the said piece or parcel of ground and podium (if any) not built upon and thereafter maintain and keep such portion or portions in a clean neat tidy and healthy condition all to the satisfaction of the Director.

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13. 租用條件第4(56)條規定：

- a. 買方將以署長滿意的方式，在上述該塊或該幅土地上提供及保留停車位及／或車庫，以供停泊汽車，按照現已或將會建於該塊或該幅土地的一座或多座建築物內住宅單位數目計算，比率為不少於0.79個停車位或車庫及不多於1.5個停車位或車庫。除本第4(56)條(b)分段所規定者外，按此提供的各個停車位及車庫所佔用的地方須為2.5米闊、5.0米長，而最低樓底高度則為2.4米，惟按此提供的停車位或車庫，除停泊根據《道路交通條例》、據此訂立的規例及任何修訂法例獲發牌的汽車外，不得用作其他用途，且屬於現已或將會建於該塊或該幅土地的一座或多座建築物的住客及其真正賓客、訪客或受邀人士所有。具體而言，上述停車位或車庫不得用作存放、展示或陳列汽車以供銷售或其他目的，或者用作提供汽車清潔及美化服務。
- b. (i) 買方將在本第4(56)條(a)分段所規定的停車位當中，提供及保留其中兩個位處上述該塊或該幅土地上的停車位或車庫，供《道路交通條例》(第374章)及據此訂立的規例或任何修訂法例界定的傷殘人士停泊汽車。按此提供的兩個停車位或車庫，各自所佔用的地方須為3.5米闊、5.0米長，而最低樓底高度則為2.4米。
- (ii) 按本第4(56)條(b)(i)分段提供停車位的所在位置及層數，須經署長書面批准。

13. Lease Condition 4(56) provides that:

- a. the Purchaser will provide and maintain within the said piece or parcel of ground to the satisfaction of the Director spaces or car ports or both for the parking of motor vehicles at the rate of not less than 0.79 space or car port and not more than 1.5 spaces or car ports for every residential unit in the building or buildings erected or to be erected on the said piece or parcel of ground. Except as provided in sub-clause (b) of this Clause 4(56), each of the spaces or car ports so provided shall occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres Provided always that neither the spaces so provided nor the said car ports shall be used 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 residents of the building or buildings erected or to be erected on the said piece or parcel of ground and their bona fide guests, visitors or invitees and in particular the said spaces or car ports shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty service.
- b. (i) out of the spaces provided under sub-clause (a) of this Clause 4(56), the Purchaser will provide and maintain within the said piece or parcel of ground two spaces or car ports for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation. Each of the two spaces or car ports so provided shall occupy an area of 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) the spaces to be provided under sub-clause (b)(i) of this Clause 4(56) shall be located at such position and level as shall be approved in writing by the Director.

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(iii) 按本第4(56)條(b)(i)分段提供的停車位，除供《道路交通條例》、據此訂立的規例及任何修訂法例界定的傷殘人士停泊汽車以外，不得用作其他用途，且屬於現已或將會建於該塊或該幅土地的一座或多座建築物的住客及其真正賓客、訪客或受邀人士所有。具體而言，上述停車位或車庫不得用作存放、展示或陳列汽車以供銷售或其他目的，或者用作提供汽車清潔及美化服務。

14. 租用條件第4(57)條規定：

- a. 即使本節第4(56)(a)條另有載列，買方可將按本節第4(56)(a)條計算得出，用以停泊上述汽車的停車位或車庫數目增加或減少不超過5%或50個（取較少者）。
- b. 倘上述該塊或該幅土地上所提供的停車位或車庫數目超過按本節第4(56)(a)條計算得出的上限數目，在計算本節第4(42)(c)條所指的總樓面面積時，超過該上限數目的全部停車位及車庫將計算在內。

(iii) the spaces provided under sub-clause (b)(i) of this Clause 4(56) 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 said piece or parcel of ground and their bona fide guests, visitors or invitees and in particular the said spaces or car ports shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

14. Lease Conditions 4(57) provides that:

- a. notwithstanding Clause 4(56)(a) hereof the Purchaser may increase or reduce the number of space and car port calculated in accordance with Clause 4(56)(a) hereof by not more than 5 percent or 50 numbers whichever is the less for the parking of the said motor vehicles.
- b. in the event that the number of spaces and car ports provided within the said piece or parcel of ground exceeds the maximum number calculated under Clause 4(56)(a) hereof all the spaces and the car ports in excess of that maximum number shall be so taken into account for the purpose of calculating the total gross floor area referred to in Clause 4(42)(c) hereof.

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15. 租用條件第4(60)條規定：

- (a) 買方須自費以署長滿意的方式在綠色底色黑影區域進行署長可能全權酌情認為需要的該等岩土工程勘察以及相關斜坡處理、山泥傾瀉防治、緩解及補救工程，並須於獲授租期內任何時間以署長滿意的方式令綠色底色黑影區域處於良好的基本維修狀態，包括進行所有土地、斜坡處理工程、擋土結構、河道、排水及任何其他工程；而倘於獲授租期內任何時間綠色底色黑影區域出現任何山泥傾瀉、地陷或泥石墜落情況，買方將自費修復及維修該處以及署長（其決定屬最終決定且對買方具有約束力）認為受影響的任何靠近或毗鄰區域，使署長滿意；及買方將向政府、其代理人及承包商彌償因該等山泥傾瀉、地陷或泥石墜落而導致產生的一切索償、訴訟、訟費、損失及開支；及買方將確保於任何時間均不會在綠色底色黑影區域進行任何非法開挖或傾倒，並將於署長事先書面批准的前提下豎立圍欄或其他路障以防止出現該等非法開挖或傾倒情況。除與違反本文件內所載條款及契諾有關的任何其他權利或補救措施外，署長亦有權隨時發出書面通知，要求買方進行該等岩土工程勘察、斜坡處理、山泥傾瀉防治、緩解及補救工程，以及維護、修復及維修受該等山泥傾瀉、地陷或泥石墜落影響的任何土地、結構或工程，而倘買方於指定期限內漠視或未能遵從該通知令署長滿意，則署長可於期限屆滿後執行及展開必要的工程，並要求買方向政府償還相關成本；
- (b) 除本節(e)分段另有規定者外，未經署長事先書面批准，買方不會於綠色底色黑影區域地表、地上、地底或內部興建、建造、允許或遭興建、建造任何建築物、構築物或任何建築物或構築物的支撐物；

15. Lease Condition 4(60) provides that:

- (a) The Purchaser will at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the Green Hatched Black Areas as the Director in his absolute discretion may require and shall, at all times during the term hereby granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, stream courses, drainage and any other works therein and thereon; and in the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Areas at any time during the term hereby granted, the Purchaser will at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Purchaser), have also been affected; and the Purchaser will indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away; and the Purchaser will ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping; and in addition to any other rights or remedies the Director may have in respect of any breach of the terms and covenants herein contained, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may after the expiry of such period, execute and carry out the required works and the Purchaser will on demand repay to the Government the cost thereof;
- (b) Save and except as provided under sub-clause (e) hereof, the Purchaser will not erect or construct or permit or suffer to be erected or constructed any building or structure or support for any building or structure on, over, under or within the Green Hatched Black Areas except with the prior written approval of the Director;

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- (c) 即使本節另有載列，買方須於署長所指定的限期內應要求向政府交還或交回綠色底色黑影區域全部或任何部分空地、所有建築物及構築物，包括本節(e)分段所指管道；及買方將無權就該等交還或交回索賠任何補償或要求償還任何地價。向政府交還或交回綠色底色黑影區域全部或任何部分土地時，在不損害政府就任何先前違反、不履行或不遵守本租約項下條款及契諾所擁有權利的情況下，買方就所交還或交回的綠色底色黑影區域全部或該等部分土地的權利及責任將告中止及終結。
- (d) 買方、其承包商、代理人及工人概不擁有油柑頭濾水廠工程以北引水道沿路的人車通行權。
- (e) 於本節(a)至(c)分段的規限下，買方可按照租約內示意圖上紅線所示建造、敷設及維護直徑不超過350毫米的雨水管道(下文稱為「管道」)，從上述該塊或該幅土地穿過綠色底色黑影區域連接政府排水設施，令署長滿意。倘建造及鋪設管道的綠色底色黑影區域或其任何部分須進行斜坡改善、未來道路工程或任何政府工程，買方須應政府要求自費拆除、轉移及重建管道以及修復受管道拆除及轉移影響的地區，令署長滿意；而倘買方未能以署長滿意的方式拆除管道以及修復受管道拆除及轉移影響的地區，署長可能於政府收回綠色底色黑影區域或其任何部分後執行及展開拆除及修復工程，並要求買方向政府償還相關成本。
- (c) Notwithstanding anything herein contained, the Purchaser will at such time as shall be specified by the Director hand back or redeliver vacant possession of the whole or any portion or portions of the Green Hatched Black Areas to the Government on demand clear of all buildings or structures including the Pipeline referred to in sub-clause (e) hereof; and the Purchaser will have no right to claim any compensation or any refund of the premium for such handing back or redelivery; and upon handing back or redelivery of the possession of the whole or any portion or portions of the Green Hatched Black Areas to the Government, and without prejudice to the Government's rights in respect of any antecedent breaches, non-performance or non-observance of the terms and conditions contained in this Lease, the Purchaser's rights and obligations in respect of the whole or such portion or portions of the Green Hatched Black Areas so handed back or redelivered shall cease and determine.
- (d) The Purchaser, his contractor, agents and workmen will have no right of vehicular and pedestrian access to and from the road along the catchwater to the north of Yau Kom Tau Water Treatment Works.
- (e) Subject to sub-clauses (a) to (c) hereof, the Purchaser may construct, lay and maintain a stormwater pipeline of a diameter of not more than 350 millimetres as shown by a red line on Plan annexed to the Lease (hereinafter referred to as "the Pipeline") from the said piece or parcel of ground through the Green Hatched Black Areas for connection with Government drainage facilities to the satisfaction of the Director; and on demand of the Director the Purchaser shall at his own expense and to the satisfaction of the Director demolish, divert and re-construct the Pipeline and reinstate the areas affected by the demolition and diversion of the Pipeline in the event that the Green Hatched Black Areas or any portion or portions thereof through which the Pipeline is constructed and laid are required for slope improvement, future road works or any Government works; and if the Purchaser shall fail to demolish the Pipeline and reinstate the areas affected by the demolition and diversion of the Pipeline to the satisfaction of the Director, the Director may, after the redelivery of the Green Hatched Black Areas or any portion or portions thereof to the Government, execute and carry out the demolition and reinstatement works and the Purchaser will on demand repay to the Government the cost thereof".

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16. 租用條件第4(67)條規定，為向上述該塊或該幅土地供水，買方將有責任於上述該塊或該幅土地及啡色區域或獲授通行權的其他區域設計及鋪設主輸水管，而系統設計、所用物料及主要鋪設標準均須由水務署事先書面批准，買方亦將負責維護設於上述該塊或該幅土地及啡色區域或獲授通行權的其他區域的主輸水管。如政府決定收回啡色區域全部或任何部分，則任何設於所收回啡色區域全部或任何部分的主輸水管的其後維護責任將由水務署承擔，費用由政府負責。
17. 租用條件第4(68)條規定，買方將於整個獲授租期內自費進行以下各項，使消防處處長滿意：
- (a) (i) 提供合適通道供消防器具及消防員進出現已或將會建於或設於上述該塊或該幅土地的任何建築物及構築物；
- (ii) 隨時允許該等消防員及消防器具自由及不受約束地使用該等通道；及
- (iii) 維護該等通道及保持通道暢通。
- (b) 允許消防處處長、其職工或代理人於所有合理時間內進入上述該塊或該幅土地或其任何部分或現已或將會建於或設於其上的任何建築物或構築物（不論有否通知）進行調查，以確保本節(a)分段所述規定獲得遵守。
16. Lease Condition 4 (67) provides that for the purpose of supplying water to the said piece or parcel of ground the Purchaser will be responsible for the design and laying of water mains within the said piece or parcel of ground and the Brown Area or such other area over and along which the right-of-way is given and the design of the system the materials used and the standard of mainlaying shall be subject to the prior written approval of the Water Authority and the Purchaser will also be responsible for the maintenance of such water mains within the said piece or parcel of ground and the Brown Area or such other area over and along which the right-of-way is given and in the event that the Government decides to take over the whole or any portion of the Brown Area the subsequent maintenance of any water mains laid within the whole or portion of the Brown Area so taken over shall be undertaken by the Water Authority at the expense of Government.
17. Lease Condition 4(68) provides that the Purchaser will throughout the term hereby granted at its own expense and to the satisfaction of the Director of Fire Services:
- (a) (i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings structure or structures erected or placed or to be erected or placed on the said piece or parcel of ground;
- (ii) at all times permit such Fire Services personnel and Fire Services appliances the free and uninterrupted use of such means of access; and
- (iii) maintain such means of access and keep the same free from obstruction
- (b) permit the Director of Fire Services his officers servants or agents at all reasonable times with or without notice to enter upon the said piece or parcel of ground or any part thereof or any building or buildings structure or structures or any part thereof erected or placed or to be erected or placed thereon for the purpose of inspecting the same so as to ensure that the requirements referred to in sub-clause (a) hereof have been complied with.

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18. 租用條件第4(69)條規定，買方將自費於消防處處長可能指定的地點設置消防栓、救火設備、抽水駁喉及消防處處長全權酌情認為就上述該塊或該幅土地（或於署長事先書面同意及批准的情況下包括任何靠近或毗鄰政府土地）及現已或將會建於其上的任何建築物而言屬必要的其他消防裝置及設備（定義見《消防條例》），令消防處處長滿意。買方將自費維持上述消防栓、救火設備、抽水駁喉及該等其他消防裝置及設備於良好狀態，令消防處處長滿意。

註：本節所載的「買方」指批地文件訂明的買方，如上下文意有所允許或規定，則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。

18. Lease Condition 4(69) provides that the Purchaser will at its own expense and to the satisfaction of the Director of Fire Services provide fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the said piece or parcel of ground (or subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require and the Purchaser will maintain at its own expense the said fire hydrant fire fighting appliances water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

Remarks: The “Purchaser” as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in case of a corporation its successors and assigns.

A. 根據批地文件規定須興建並向政府提供或供公眾使用的任何設施的資料

1. 批地文件的租用條件所指綠色底色黑影區域及啡色區域

(I) 租約條款

- (i) 租用條件第4(9)條規定，於任何時間（特別是任何建築、維修、翻新或保養工程期間），業主應採取或促使採取一切適當及足夠的保護、技巧及預防措施，以免損壞任何政府或其他位於、流經、高於、低於或毗鄰上述該塊或該幅土地或其任何部分、啡色區域及於租約所附圖則內以綠色底色加上黑色影線顯示的區域（以下稱為「綠色底色黑影區域」）的現有排水渠、航道或水道（包括主輸水管）、交通輔助設施、公共道路、行人道、下水道、明渠、管道、電纜、電線、公用服務或任何其他工程或裝置（以下統稱為「工程和服務」），惟業主於進行上述任何工程前須作出或促使作出就確定任何工程和服務現時狀況及水平而言可能屬必要的該等適當查冊及查詢，並須向署長呈交處理任何工程和服務的建議書以供全面審批，於署長書面批准有關工程及該等建議書前一概不得以任何方式展開任何工程，同時將遵守署長就工程和服務所作出的任何規定，並將承擔達成該等規定所涉及的成本，包括任何必要的轉移、重鋪或復原成本，及將自費以任何形式全面維修、修整及復原因任何該等建築、維修、翻新或保養工程而對上述該塊或該幅土地、啡色區域及綠色底色黑影區域地表或任何流經、高於、低於或毗鄰上述該塊或該幅土地或其任何部分、啡色區域及綠色底色黑影區域的工程和服務造成的任何損害或干擾，使署長滿意。倘買方就上述該塊或該幅土地或其任何部分、啡色區域及綠色底

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

1. The Green Hatched Black Areas and the Brown Areas as referred to in the Lease Condition of the Land Grant

(I) Provisions of the Lease

- (i) Lease condition 4(9) provides that the owner will take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), traffic aids, public roads, footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hereinafter referred to as “the Works and Services”) being or running upon, over, under or adjacent to the said piece or parcel of ground or any part thereof, the Brown Area and the areas shown coloured green hatched black on plan annexed to the Lease (hereinafter referred to as “the Green Hatched Black Areas”), provided that the owners before carrying out any such work as aforesaid will make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and will not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and will comply with any requirements of the Director in respect of the Works and Services, and will bear the

色黑影區域或任何工程和服務未有進行任何該等必要的轉移、重鋪、維修、修整及復原工程未能令署長滿意，則署長可進行任何其認為必要的轉移、重鋪、維修、復原或修整工程，而買方須應政府要求支付該等工程費用。

(ii) 租用條件第4(44)條規定：

- a) 買方將自費以合規方式及物料按建築物（私家街道及通路）規例所載標準及署長所規定或批准的標準，於啡色區域及沿租約所授出通行權區域鋪設道路，以及相關的街道設備、輔助交通設施、街道照明、下水道、排水渠及其他構築物。
- b) 買方將自費維護、保養及維修啡色區域及形成該區域的一部分或相關部分，使署長滿意，而買方須全權負責有關工作，猶如其為全權擁有人。

cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and will at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the said piece or parcel of ground, the Brown Area and the Green Hatched Black Areas or any of the Works and Services running on, over, under or adjacent to the said piece or parcel of ground, the Brown Area and the Green Hatched Black Areas in any manner arising out of any such construction, maintenance, renewal or repair work. If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the said piece or parcel of ground or any part thereof, the Brown Area and the Green Hatched Black Areas or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Purchaser will pay to the Government on demand the cost of such works.

(ii) Lease Condition 4(44) provides that:

- a) The Purchaser will at its own expense in such manner with such materials and to the standards laid down in the Building (Private Streets and Access Roads) Regulations and such standards as the Director shall require or approve construct a paved way with the associated street furniture traffic aids street lighting sewers drains and other structures on the Brown Area over and along which a right of way referred to in the Lease is given.
- b) The Purchaser will at its own expense uphold maintain and repair the Brown Area and everything forming a portion of or pertaining to it all to be done to the satisfaction of the Director and the Purchaser will be responsible for the whole as if it were the absolute owner thereof.

- c) 假若任何改動導致連接啡色區域及獲授通行權部分的公眾道路被吸納，或其傾斜度受到影響，買方不得就此提出任何申索，並須自費對所鋪設道路進行一切後續改動，使署長滿意。
 - d) 租約所授出通行權並無將啡色區域的專用權授予買方。政府有權向現時或日後任何時間位於附近的任何其他地塊或地皮的擁有人授出啡色區域的通行權，或接管啡色區域全部或任何部分以作公眾道路用途，而毋須向買方或其他可能獲授啡色區域全部或任何部分通行權的業主作出任何賠償。
 - e) 買方一旦未能履行本節(a)及(b)分段的責任，政府可進行必要的建造、保養及維修工程，費用由買方承擔。買方將應政府要求支付相等於署長所釐定金額的成本，而署長所釐定金額屬最終決定且對業主具有約束力。
- c) Any alteration to an public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof shall not give rise to any claim by the Purchase who will at its own expense carry out all consequent alterations to the paved way constructed by it to the satisfaction of the Director.
 - d) The grant of the right of way referred to in the lease shall not give the Purchase the exclusive right over the Brown Area and the Government shall have the right to grant rights of way over the Brown Area to the owners of any other pieces or parcels of ground in the vicinity now or at any time in the future or to take over the whole or any portion of the Brown Area for the purposed of a public street without payment of any compensation to the Purchaser or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.
 - e) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (a) and (b) hereof the Government may carry out the necessary construction maintenance and repair works at the cost of the Purchaser who will pay to the Government on demand a sum equal to the cost thereof such sum to be determined by the Director whose determination shall be final and shall be binding upon the owner.

- f) 即使已授出租約所指通行權，政府仍擁有一切權利及權力向買方發出不少於十四天書面通知（緊急情況除外），為目前或日後可能位於啡色區域內、地上、地底或鄰近地區而署長可能全權酌情視為修復任何及全部造成的損害屬恰當的任何政府或其他渠道、暗渠、水道或河道、污水渠、明渠、水管、管道、電纜、電線、線路或公用設施，進行鋪設、安裝、保養、重鋪、改道、移除、重置、更換、檢查、操作、修理、維護及更新工作或其他工程或安裝（以下統稱為「服務」），且署長、其職員、承包商及任何其他經授權人員或其工人有權為上述目的在任何時間不受限制地進出及穿越啡色區域，不論帶同或不帶同工具、設備、器械或車輛。於未獲署長事先書面批准的情況下，買方不會打擾或允許任何人士打擾有關工作，而除修正就行使上述任何權利及權力造成的任何及一切損害外，政府、署長、其職員、承包商及任何其他經授權人員或其工人概不會就其行使本條款賦予的權利而導致買方承受的各種損失、損害、滋擾及騷擾承擔任何責任。買方不得就此向彼或彼等提出任何索償或反對。
- (iii) 租用條件第4(46)條規定，除非事前已取得署長書面同意，否則買方不會妨礙或移除任何生長於上述該塊或該幅土地或鄰近地區的任何樹木。署長於授出有關同意時可能附帶彼認為合適的條件，例如移植或補償美化或重植樹木。
- f) Notwithstanding the grant of the right of way referred to in the Lease, the Government shall have the full right and power upon giving to the Purchaser not less than fourteen days written notice (save in case of emergency) to lay install relay divert remove reprovise replace inspect operate repair maintain and renew any Government or other drain culvert waterway or watercourse sewer nullah water main pipe cable wire line utility service or other works or installations (all together thereafter referred to as “the services”) which are now or may hereafter be upon over under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit making good any and all damages caused thereby and the Director his officers contractors and any other persons authorized by him his or their workmen with or without tools equipment plant machinery or motor vehicles shall have the right of free ingress egress and regress at all times to and from the Brown Area for the purposes aforesaid and the Purchaser will not disturb or allow anybody to disturb the services without prior written approval from the Director and save in respect of making good any and all damage caused by any exercise of the aforesaid right and powers the Government the Director his officers contractors and any other persons authorized by him his or their workmen shall have no liability in respect of any loss damage nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim nor objection shall be made against him or them by the Purchaser.
- (iii) Lease Condition 4(46) provides that the Purchase will not interfere with or remove any trees growing on the said piece or parcel of ground or adjacent thereto without the prior written consent of the Director who may in granting consent impose such conditions as to transplanting or compensatory landscaping or replanting as he may deem appropriate.

- (iv) 租用條件第4(47)條規定，買方須自費在無建築結構的上述該塊或該幅土地及平台（如有）作環境美化及種植樹木和灌木，其後亦須進行維護，以保持該部分清潔、整齊及健康，使署長滿意。

- (v) 租用條件第4(60)條規定：

買方須自費以署長滿意的方式在綠色底色黑影區域進行署長可能全權酌情認為需要的該等岩土工程勘察以及相關斜坡處理、山泥傾瀉防治、緩解及補救工程，並須於獲授租期內任何時間以署長滿意的方式令綠色底色黑影區域處於良好的基本維修狀態，包括進行所有土地、斜坡處理工程、擋土結構、河道、排水及任何其他工程；而倘於獲授租期內任何時間綠色底色黑影區域出現任何山泥傾瀉、地陷或泥石墜落情況，買方將自費修復及維修該處以及署長（其決定屬最終決定且對業主具有約束力）認為受影響的任何靠近或毗鄰區域，使署長滿意；及買方將向政府、其代理人及承包商彌償因該等山泥傾瀉、地陷或泥石墜落而導致產生的一切索償、訴訟、訟費、損失及開支；及買方將確保於任何時間均不會在綠色底色黑影區域進行任何非法開挖或傾倒，並將於署長事先書面批准的前提下豎立圍欄或其他路障以防止出現該等非法開挖或傾倒情況。除與違反本文件內所載條款及契諾有關的任何其他權利或補救措施外，署長亦有權隨時發出書面通知，要求買方進行該等岩土工程勘察、斜坡處理、山泥傾瀉防治、緩解及補救工程，以及維護、修復及維修受該等山泥傾瀉、地陷或泥石墜落影響的任何土地、結構或工程，而倘買方於指定期限內漠視或未能

- (iv) Lease Condition 4(47) provides that the Purchaser will at its own expense landscape and plant with trees and shrubs any portion of the said piece or parcel of ground and podium (if any) not built upon and thereafter maintain and keep such portion or portions in a clean neat tidy and healthy condition all to the satisfaction of the Director.

- (v) Lease Condition 4(60) provides that:

The Purchaser will at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the Green Hatched Black Areas as the Director in his absolute discretion may require and shall, at all times during the term hereby granted, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Areas including all land, slope treatment works, earth-retaining structures, stream courses, drainage and any other works therein and thereon; and in the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Areas at any time during the term hereby granted, the Purchaser will at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the owner), have also been affected; and the Purchaser will indemnify the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence

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遵從該通知令署長滿意，則署長可於期限屆滿後執行及展開必要的工程，並要求買方向政府償還相關成本。

(II) 公契條款

第 VI 節 B.1.(bi)、(bp) 至 (bs) 條指明，經理人有權：

- (i) 為各範圍內須保養的斜坡及護土牆休憩用地及設施進行保養
- (ii) 執行及完成綠色底色黑影區域的岩土工程勘察及相關斜坡處理工程，使地政總署署長滿意
- (iii) 按照斜坡示意圖所示建造、敷設及維護直徑不超過 350 毫米的雨水管道，貫穿上述綠色底色黑影區域內土地

or falling away; and the Purchaser will ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Purchaser may erect fences or other barriers for the prevention of such illegal excavation or dumping; and in addition to any other rights or remedies the Director may have in respect of any breach of the terms and covenants herein contained, the Director may at any time by notice in writing call upon the Purchaser to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may after the expiry of such period, execute and carry out the required works and the Purchaser will on demand repay to the Government the cost thereof.

(II) Provisions of the Deed of Mutual Covenant

Clauses B.1.(bi), (bp) to (bs) in Section VI stipulates that the Manager shall have the power to:

- (i) to maintain all areas Slopes and Retaining Walls open spaces and facilities as are required to be maintained
- (ii) to carry out and complete to the satisfaction of the Director of Lands such geotechnical investigations and such slope treatment and works on the Green Hatched Black Area
- (iii) to construct, lay and maintain a stormwater pipeline of a diameter of not more than 350 millimetres as shown by the red line on the Slope Plans from the Land through the said Green Hatched Black Areas

(iv) 建造、維護、保養及維修啡色區域，以及建造及維護啡色區域或其他獲授通行權區域內的主輸水管

(v) 美化環境及種植樹木與灌木

B. 根據批地文件規定須由發展項目中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或休憩用地

I. 租約條款

(i) 租用條件第4(30)條規定，買方須自費以署長滿意的方式在上述該塊或該幅土地邊界內或政府土地上建造及維護署長認為必要的排水渠及渠道，旨在截流及轉送所有降於或流經上述該塊或該幅土地及鄰近道路的暴雨或雨水至最接近的河道、集水井、渠道或雨水渠。如該等暴雨或雨水構成任何破壞或滋擾，買方須獨力承擔責任，並向政府及其人員彌償所有因此招致的訴訟、索償及要求。

(ii) 租用條件第4(67)條規定，為向上述該塊或該幅土地供水，買方將有責任於上述該塊或該幅土地及啡色區域或獲授通行權的其他區域設計及鋪設主輸水管，而系統設計、所用物料及主要鋪設標準均須由水務署事先書面批准，買方亦將負責維護設於上述該塊或該幅土地及啡色區域或獲授通行權的其他區域的主輸水管。如政府決定收回啡色區域全部或任何部分，則任何設於所收回啡色區域全部或任何部分的主輸水管的其後維護責任將由水務署承擔，費用由政府負責。

(iv) to construct uphold maintain and repair the Brown Area and to construct and maintain the water mains within the Brown Area or such other area over and along which the right-of-way is given

(v) to landscape and plant with trees and shrubs

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

I. Provisions of the Lease

(i) Lease Condition 4(30) provides that the Purchaser will at its own expense construct and maintain to the satisfaction of the Director such drains and channels whether within the boundaries of the said piece or parcel of ground or on Government land as the Director may consider necessary to intercept and convey into the nearest streamcourse catchpit channel storm-water drain all storm-water or rainwater falling or flowing onto the said piece or parcel of ground and the approach road thereto and the Purchaser will be solely liable for and will 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.

(ii) Lease Condition 4(67) provides that for the purpose of supplying water to the said piece or parcel of ground the Purchaser will be responsible for the design and laying of water mains within the said piece or parcel of ground and the Brown Area or such other area over and along which the right-of-way is given and the design of the system the materials used and the standard of mainlaying shall be subject to the prior written approval of the Water Authority and the Purchaser will also be responsible for the maintenance of such water mains within the said piece or parcel of ground and the Brown Area or such other area over and along which the right-of-way is given and in the event that the Government decides to take over the whole or any portion of the Brown Area the subsequent maintenance of any water mains laid within the whole or portion of the Brown Area so taken over shall be undertaken by the Water Authority at the expense of Government.

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(iii) 租用條件第4(68)條規定，買方將於整個獲授租期內自費進行以下各項，使消防處處長滿意：

(a) (i) 提供合適通道，供消防器具及消防員進出現已或將會建於或設於上述該塊或該幅土地的任何建築物及構築物；

(ii) 隨時允許該等消防員及消防器具自由及不受約束地使用該等通道；及

(iii) 維護該等通道及保持通道暢通。

(iv) 租用條件第4(69)條規定，買方將自費於消防處處長可能指定的地點設置消防栓、救火設備、抽水駁喉及消防處處長全權酌情認為就上述該塊或該幅土地（或於署長事先書面同意及批准的情況下包括任何靠近或毗鄰政府土地）及現已或將會建於其上的任何建築物而言屬必要的其他消防裝置及設備（定義見《消防條例》），令消防處處長滿意。買方將自費維持上述消防栓、救火設備、抽水駁喉及該等其他消防裝置及設備於良好狀態，令消防處處長滿意。

(iii) Lease Condition 4(68) provides that the Purchaser will throughout the term hereby granted at its own expense and to the satisfaction of the Director of Fire Services:

(a) (i) provide suitable means of access for the passage of Fire Services appliances and Fire Services personnel to any building or buildings structure or structures erected or placed or to be erected or placed on the said piece or parcel of ground;

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

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

(iv) Lease Condition 4(69) provides that the Purchaser will at its own expense and to the satisfaction of the Director of Fire Services provide fire hydrants fire fighting appliances water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the said piece or parcel of ground (or subject to the prior written consent and approval of the Director on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require and the Purchaser will maintain at its own expense the said fire hydrant fire fighting appliances water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

II 公契條款

第VI節B.1.(p)(i)及(ii)條以及(aw)條指明，經理人有權：

- (i) 提供、允許及維護供消防器具及消防員進出屋苑任何部分的通道；
- (ii) 維護救火設備及消防鐘以及遵守消防處所有規定，於普遍情況下盡可能防止屋苑發生火警；
- (iii) 維護任何設於土地以內或以外需要維護的排水系統。

備註：

1. 本節所載的「買方」指批地文件訂明的買方，如上下文意有所允許或規定，則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。
2. 於簽訂公契前，啡色區域、綠色底色黑影區域及主輸水管的管理、運作及維護開支概由賣方獨力承擔。
3. 於簽訂公契後，住宅單位所有業主須透過支付住宅物業應佔管理費，按比例承擔啡色區域、綠色底色黑影區域及雨水管道的管理、運作或維護開支。

II. Provisions of the Deed of Mutual Covenant

Clauses B.1.(p)(i)&(ii) and (aw) in Section VI stipulates that the Manager shall have the power to:

- (i) to provide, permit and maintain means of access for the passage of Fire Services appliances and Fire Services Personnel to any part of the Estate;
- (ii) to maintain fire fighting equipment and fire alarms and to comply with all requirement of the Fire Services Department and generally so far as may be possible to maintain the Estate safe from fire all all times;
- (iii) to maintain any drainage system whether within or outside the Land which is required to be maintained.

Remarks:

1. The “Purchaser” as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in case of a corporation its successors and assigns.
2. Prior to the execution of the Deed of Mutual Covenant, all expenses of managing, operating and maintaining the Brown Area, Green Hatched Black Area and Water Main are borne by the Vendor solely.
3. After the execution of the Deed of Mutual Covenant, all Owners of the Residential Units are required to meet a proportion of the expense of managing, operating or maintaining the Brown Area, Green Hatched Black Area and Storm Water Pipeline through the management expenses apportioned to the residential properties concerned.

對買方的警告 WARNING TO PURCHASERS

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| <p>1. 此提示建議你聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表你行事。</p> <p>2. 如你聘用獨立的律師事務所，以在交易中代表你行事，該律師事務所將會能夠向你提供獨立意見。</p> <p>3. 如你聘用代表擁有人行事的律師事務所同時代表你行事，而擁有人與你之間出現利益衝突：</p> <p style="margin-left: 20px;">(i) 該律師事務所可能不能夠保障你的利益；及</p> <p style="margin-left: 20px;">(ii) 你可能要聘用一間獨立的律師事務所。</p> <p>4. 如屬3.(ii)段的情況，你須支付的律師費用總數，可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。</p> | <p>1. You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.</p> <p>2. If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.</p> <p>3. If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you:</p> <p style="margin-left: 20px;">(i) that firm may not be able to protect your interests; and</p> <p style="margin-left: 20px;">(ii) you may have to instruct a separate firm of solicitors.</p> <p>4. In the case of paragraph 3.(ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.</p> |
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