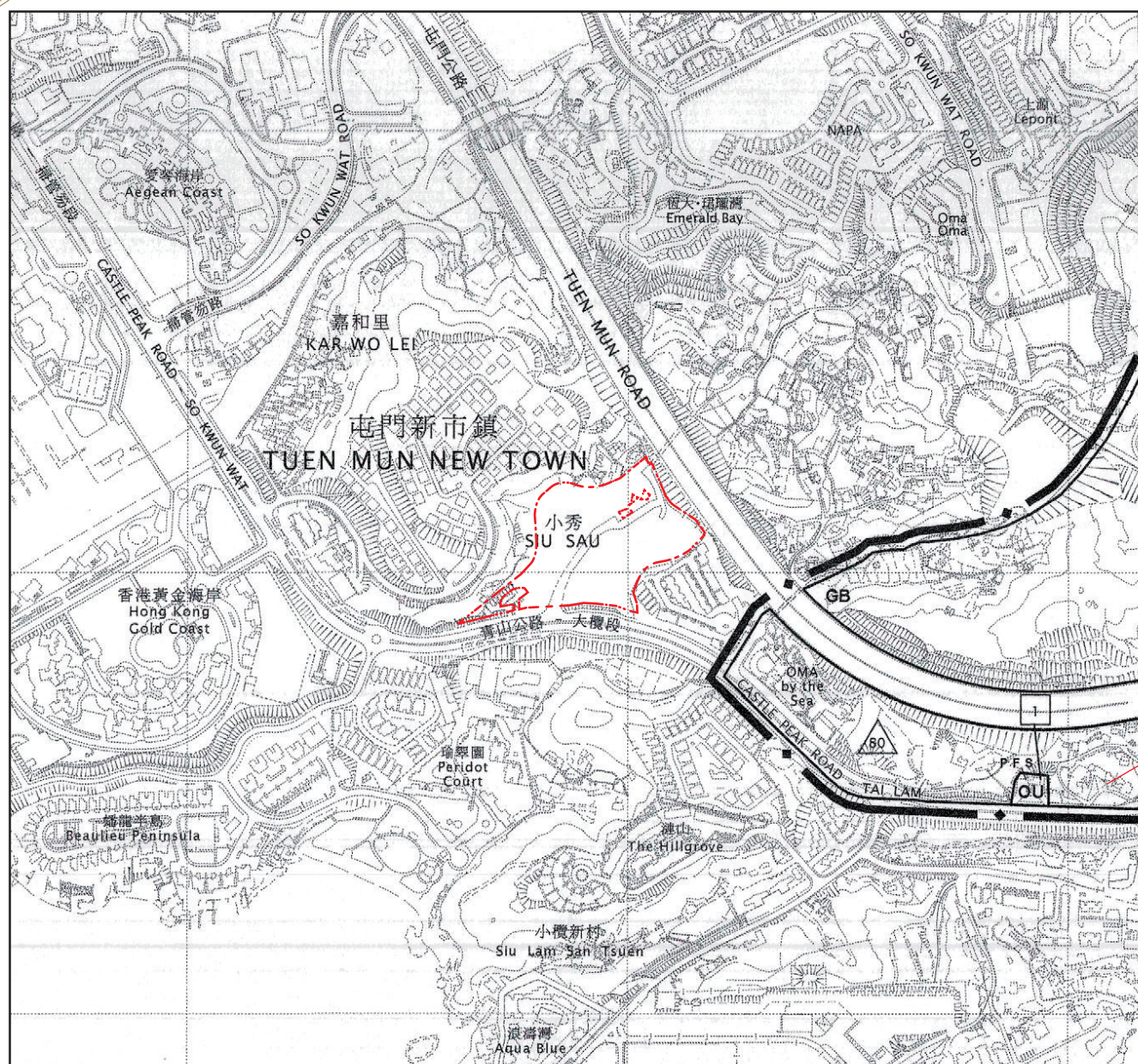


# 關於發展項目的分區計劃大綱圖 Outline zoning plan relating to the development



## 圖例 NOTATION

### 地帶

綜合發展區  
住宅 (乙類)  
住宅 (丙類)  
鄉村式發展  
政府、機構或社區

休憩用地  
其他指定用途  
綠化地帶

### 交通

主要道路及路口  
高架道路

### 其他

規劃範圍界線

建築物高度管制區界線

最高建築物高度  
(在主水平基準上若干米)

《註釋》內訂明最高建築物  
高度限制

最高建築物高度(樓層數目)

加油站

## ZONES

COMPREHENSIVE DEVELOPMENT AREA  
RESIDENTIAL (GROUP B)  
RESIDENTIAL (GROUP C)  
VILLAGE TYPE DEVELOPMENT  
GOVERNMENT, INSTITUTION OR  
COMMUNITY  
OPEN SPACE  
OTHER SPECIFIED USES  
GREEN BELT

## COMMUNICATIONS

MAJOR ROAD AND JUNCTION  
ELEVATED ROAD

## MISCELLANEOUS

BOUNDARY OF PLANNING SCHEME  
BUILDING HEIGHT CONTROL ZONE  
BOUNDARY  
MAXIMUM BUILDING HEIGHT  
(IN METRES ABOVE PRINCIPAL DATUM)  
MAXIMUM BUILDING HEIGHT  
RESTRICTION AS STIPULATED ON THE  
NOTES  
MAXIMUM BUILDING HEIGHT (IN  
NUMBER OF STOREYS)  
PETROL FILLING STATION

發展項目的邊界線  
Boundary Line of the Development

0M(米) Scale(比例) 500M(米)



摘錄自憲報公佈日期為2023年10月13日之掃管笏分區計劃大綱核准圖編號S/TM-SKW/15。  
Extracted from approved So Kwun Wat Outline Zoning Plan No. S/TM-SKW/15 gazetted on 13th October 2023.

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## 備註 Notes :

因技術原因 (例如發展項目之不規則形狀)，分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求顯示之範圍。

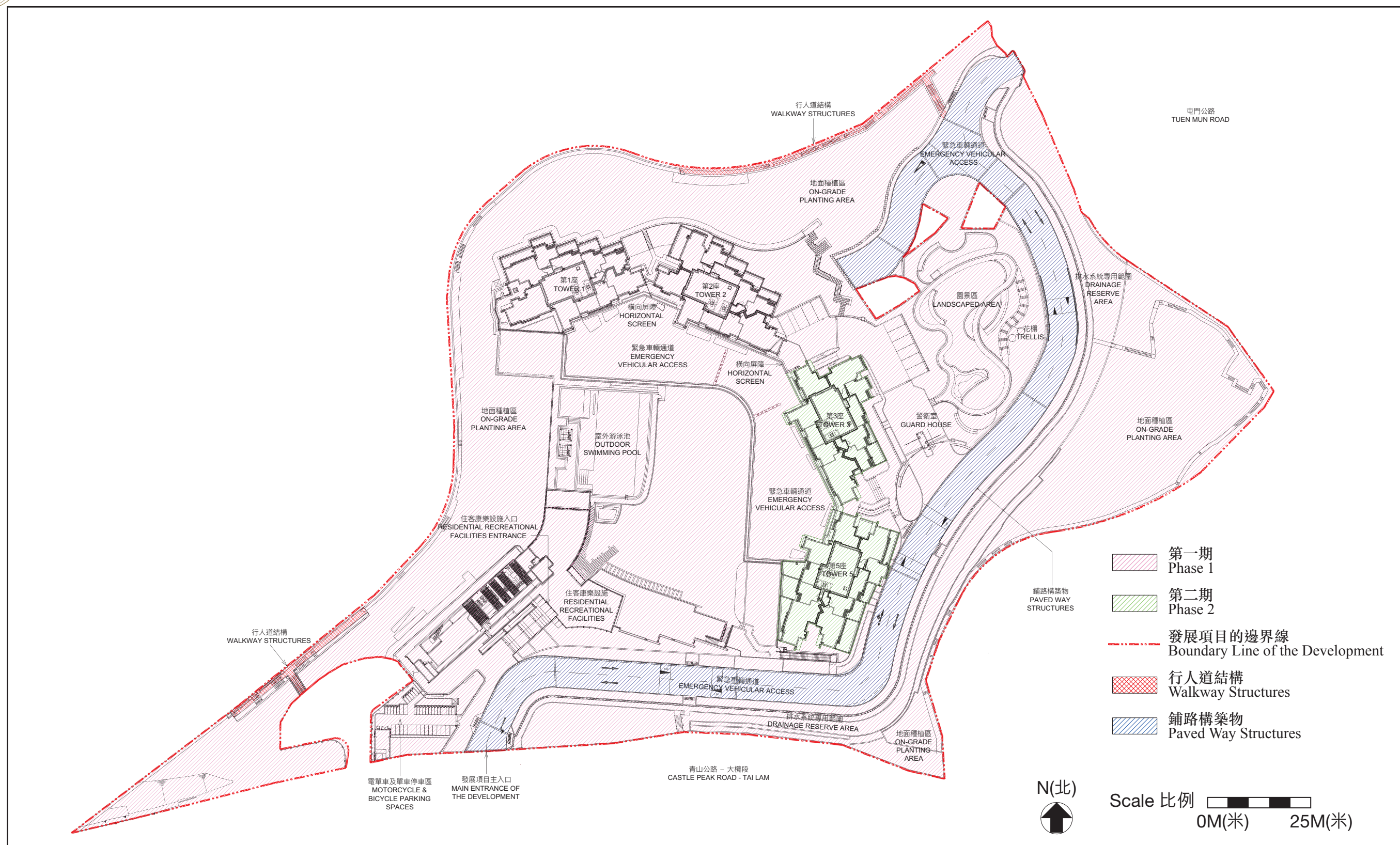
Due to technical reasons (such as the irregular shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

賣方亦建議準買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。

The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.



## 發展項目的布局圖 Layout plan of the development



發展項目的認可人士提供的未落成建築物或設施的預計落成日期：第2期 (包括第3及5座)：2024年3月31日

THE ESTIMATED DATE OF COMPLETION OF THE UNCOMPLETED BUILDINGS AND FACILITIES AS PROVIDED BY THE AUTHORIZED PERSON FOR THE DEVELOPMENT: Phase 2 (including Towers 3 and 5): 31st March 2024

備註：本圖僅顯示從上空鳥瞰可見之發展項目布局。不同期數於不同樓層上的邊界和範圍可能與本圖所示者不同。

Remark: This plan shows the layout of the Development from an aerial view only. The boundaries and areas of different phases on different floors could be different from those shown here.

# 期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase

## GLOSSARY 詞彙表

1.5M(H) FENCE WALL = 1.5 Metre High Fence Wall = 1.5米高圍牆

A/C PLATFORM = Air-Conditioner Platform = 冷氣機平台

AD = Air Duct = 風管槽

A.W. = Acoustic Window (Baffle Type) = 隔音窗 (擋板式)

A.W. AT 6/F-22/F = Acoustic Window (Baffle Type) at 6/F-22/F = 設於6樓至22樓之隔音窗 (擋板式)

A.W. AT 10/F-22/F = Acoustic Window (Baffle Type) at 10/F-22/F = 設於10樓至22樓之隔音窗 (擋板式)

A.W. AT 11/F-22/F = Acoustic Window (Baffle Type) at 11/F-22/F = 設於11樓至22樓之隔音窗 (擋板式)

A.W. AT 12/F-22/F = Acoustic Window (Baffle Type) at 12/F-22/F = 設於12樓至22樓之隔音窗 (擋板式)

A.W. AT 17/F-22/F = Acoustic Window (Baffle Type) at 17/F-22/F = 設於17樓至22樓之隔音窗 (擋板式)

A.W. AT 18/F-22/F = Acoustic Window (Baffle Type) at 18/F-22/F = 設於18樓至22樓之隔音窗 (擋板式)

A.W. AT 19/F-22/F = Acoustic Window (Baffle Type) at 19/F-22/F = 設於19樓至22樓之隔音窗 (擋板式)

A.W. AT 20/F-22/F = Acoustic Window (Baffle Type) at 20/F-22/F = 設於20樓至22樓之隔音窗 (擋板式)

A.W. AT 21/F-22/F = Acoustic Window (Baffle Type) at 21/F-22/F = 設於21樓至22樓之隔音窗 (擋板式)

ARCHITECTURAL FEATURE = 建築裝飾

BATH = Bathroom = 浴室

BR = Bedroom = 睡房

BR1 = Bedroom 1 = 睡房1

BR2 = Bedroom 2 = 睡房2

COMMON FLAT ROOF = 公共平台

DN = Down = 下

EBS(AF) = External Building Services (Except Drainage Pipes) Enclosed by Architectural Feature = 外部屋宇裝備 (去水渠除外) 被建築裝飾包圍

EDP(AF) = External Drainage Pipes Enclosed by Architectural Feature = 外部去水渠被建築裝飾包圍

ELECTRICAL ROOM = 電線房

ELV = Extra Low Voltage Cabinet = 低電壓櫃

EMC = Electric Meter Cabinet = 電錶櫃

EMR = Electric Meter Room = 電錶房

FH = Fire Hydrant = 消防栓

FLAT ROOF = 平台

HORIZONTAL SCREEN = 橫向屏障

HR = HOSE REEL = 消防喉轆

KIT = Kitchen = 廚房

LIFT 1 / LIFT 2 / LIFT 3 / LIFT 4 = 升降機 1 / 升降機 2 / 升降機 3 / 升降機 4

LIFT LOBBY = 升降機大堂

LIFT OVERRUN = 升降機緩衝

LIV / DIN = Living Room / Dining Room = 客廳 / 飯廳

MAINTENANCE SPACE = Area Dedicated for Access to Maintenance of Common Drainage Pipes (Common Area) = 公共管道維修空間 (公共地方)

MBATH = Master Bathroom = 主人浴室

MBR = Master Bedroom = 主人睡房

M.W. = Maintenance Window = 維修窗

M.W. AT 6/F-22/F = 設於6樓至22樓之維修窗

OKIT = Open Kitchen = 開放式廚房

PART PLAN OF 22/F (TOWER 1) = 22樓 (第1座) 局部平面圖

PART PLAN OF 22/F (TOWER 2) = 22樓 (第2座) 局部平面圖

PD = Pipe Duct = 喉槽

PENUMATIC TANK ROOM = 氣壓缸房

PLANTER = 花槽

POTABLE & FLUSHING WATER PUMP ROOM = 食水及沖廁水泵房

PRIVATE FLAT ROOF = 私人平台

PRIVATE ROOF OF 22/F FLAT A = 22樓A單位之私人天台

PRIVATE ROOF OF 22/F FLAT B = 22樓B單位之私人天台

PRIVATE ROOF OF 22/F FLAT C = 22樓C單位之私人天台

PRIVATE ROOF OF 22/F FLAT D = 22樓D單位之私人天台

PRIVATE ROOF OF 22/F FLAT E = 22樓E單位之私人天台

PRIVATE ROOF OF 22/F FLAT F = 22樓F單位之私人天台

PRIVATE ROOF OF 22/F FLAT G = 22樓G單位之私人天台

PRIVATE ROOF OF 22/F FLAT H = 22樓H單位之私人天台

PRIVATE ROOF OF 22/F FLAT J = 22樓J單位之私人天台

PRIVATE ROOF OF 22/F FLAT K = 22樓K單位之私人天台

PRIVATE TERRACE = 私人前庭

P.W. = Projecting Window = 窗台

RS&MRR = Refuse Storage And Material Recovery Room = 垃圾及物料回收房

S = Cooker Hob = 煮食爐

SLIDING DOOR = 趟門

ST. = Storeroom = 儲物房

TRANSFER PLATE = 轉換層板

T.R.S. = Temporary Refuge Space = 臨時庇護處

UP = 上

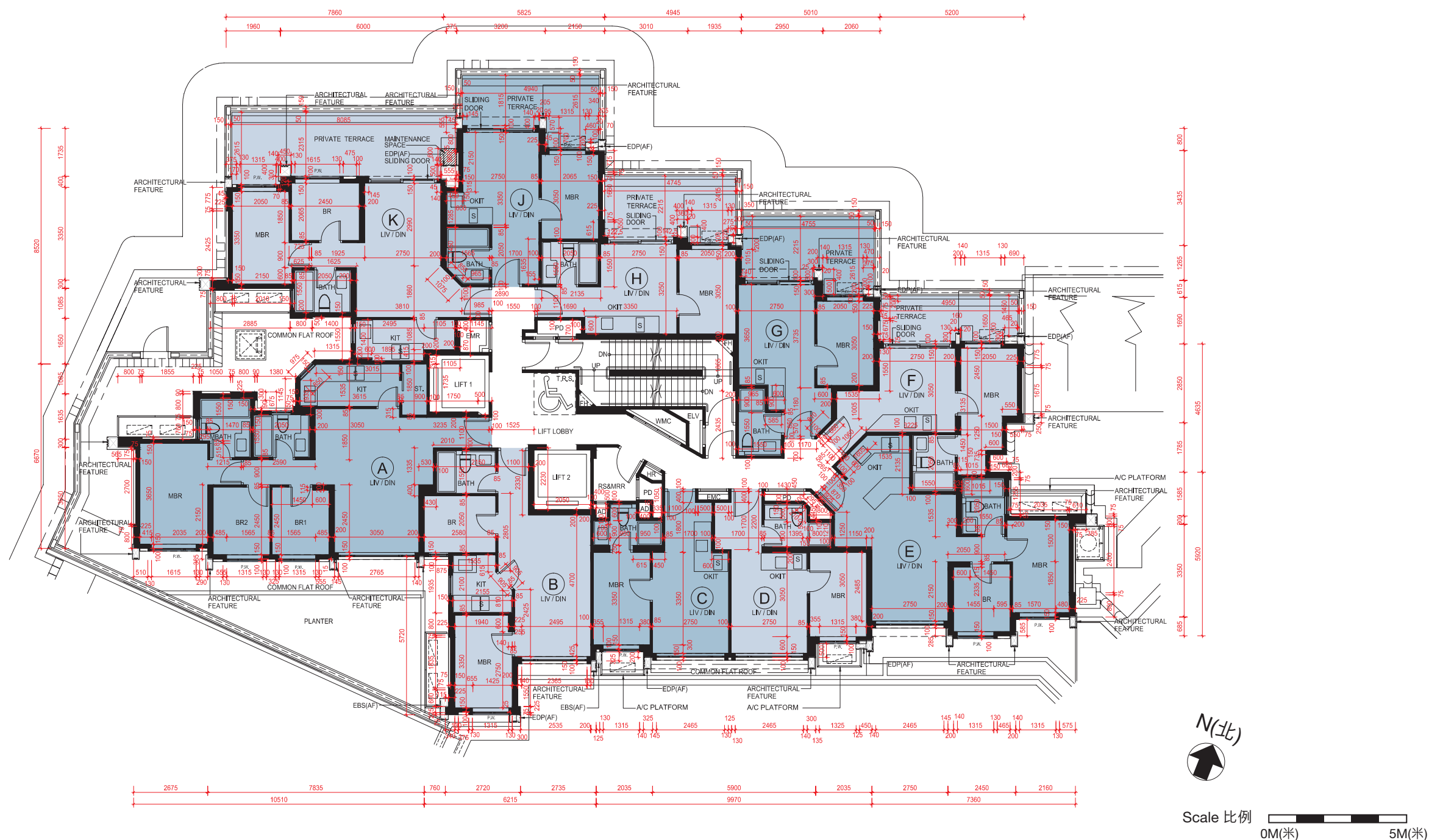
WMC = Water Meter Cabinet = 水錶櫃

## 適用於本節各樓面平面圖之備註

### Remarks applicable to the floor plans of this section:

- 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。 The dimensions of the floor plans are all structural dimensions in millimeters.
- 部分樓層外牆範圍設有建築裝飾及/或外露喉管，詳情請參閱期數最新經批准之一般建築圖則及其他相關圖則。  
There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans of the Phase.
- 部分住宅物業的平台、天台及前庭側外牆有公用去水渠及/或電機喉管。  
Common drain pipes and/or electrical and mechanical services are located on the external walls adjacent to flat roofs, roofs and terraces of some residential properties.
- 部分住宅物業客廳/飯廳、睡房、走廊、浴室、儲物房、開放式廚房及/或廚房之裝飾橫樑或假天花內裝置冷氣系統及/或喉管及/或其他機電設備。  
There are ceiling bulkheads or false ceiling in living/dining rooms, bedrooms, corridors, bathrooms, storerooms, open kitchens and/or kitchens of some residential properties for installing the air-conditioning system and/or conduit and/or other mechanical and electrical services.
- 樓面平面圖所示之裝置如洗滌盤、煮食爐、浴缸、坐廁、面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。  
The indications of fittings such as sinks, cooker hobs, bathtubs, toilet bowls, wash basins etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.





每個住宅物業的樓板（不包括灰泥）的厚度：150毫米

The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3.15米

The floor-to-floor height of each residential property: 3.15m

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。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(c)條所規定的陳述並不適用於期數。）

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(c) in Part 1 of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance is not applicable to the Phase.)

備註：

- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 住宅樓層不設4樓、13樓、14樓及I單位。

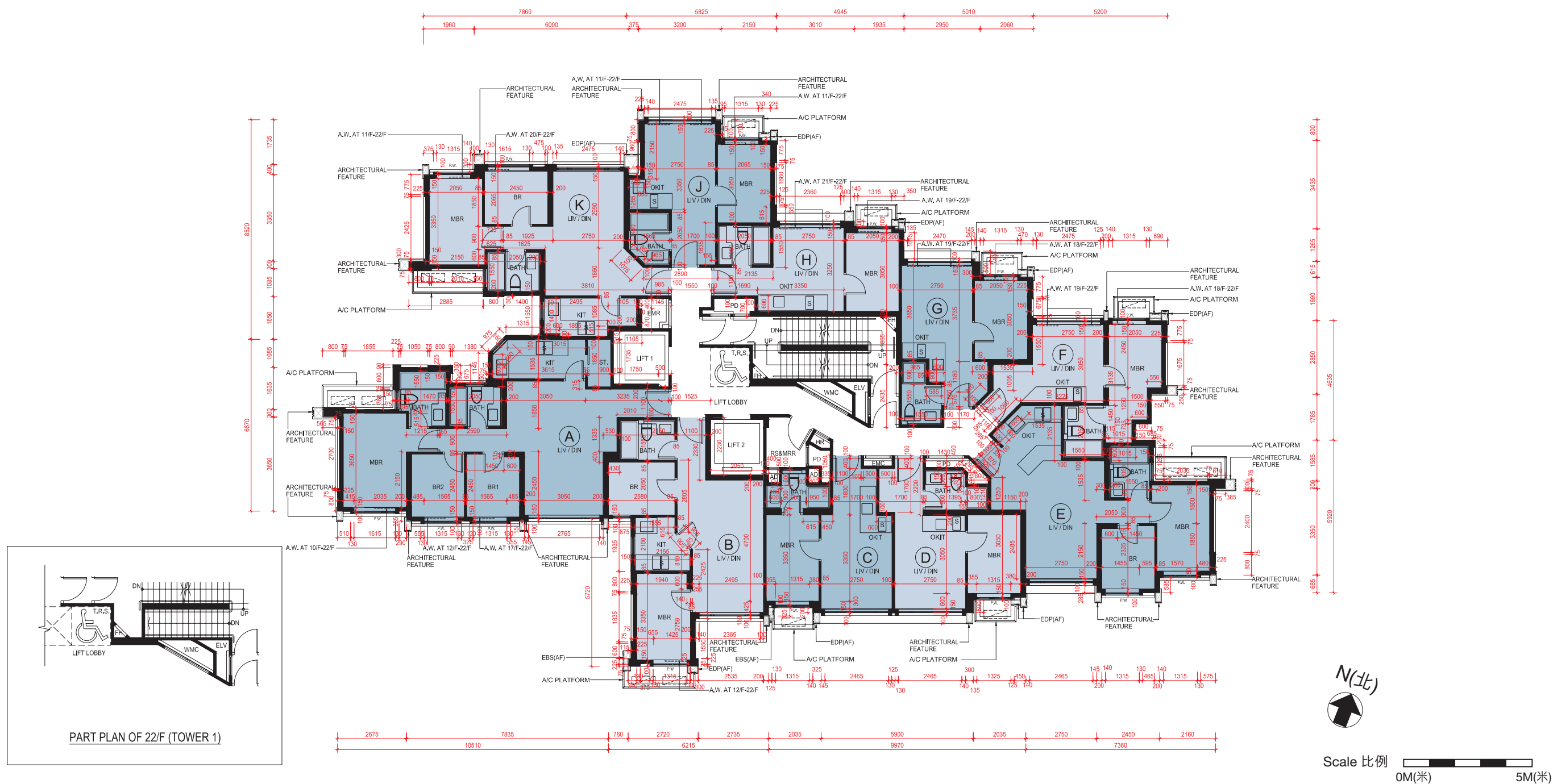
Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 4/F, 13/F, 14/F and Flat I are omitted.



# 第1座 Tower 1 | 1樓 - 22樓 1/F - 22/F

## 期數的住宅物業的樓面平面圖 Floor plans of residential properties in the Phase



每個住宅物業的樓板（不包括灰泥）的厚度：A、B、D、J及K單位：150毫米；C、E、F、G及H單位：125毫米及150毫米

The thickness of the floor slabs (excluding plaster) of each residential property: Flats A, B, D, J and K: 150mm; Flats C, E, F, G and H: 125mm and 150mm

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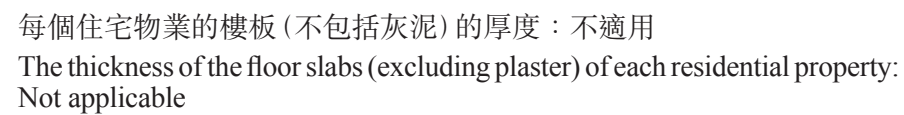
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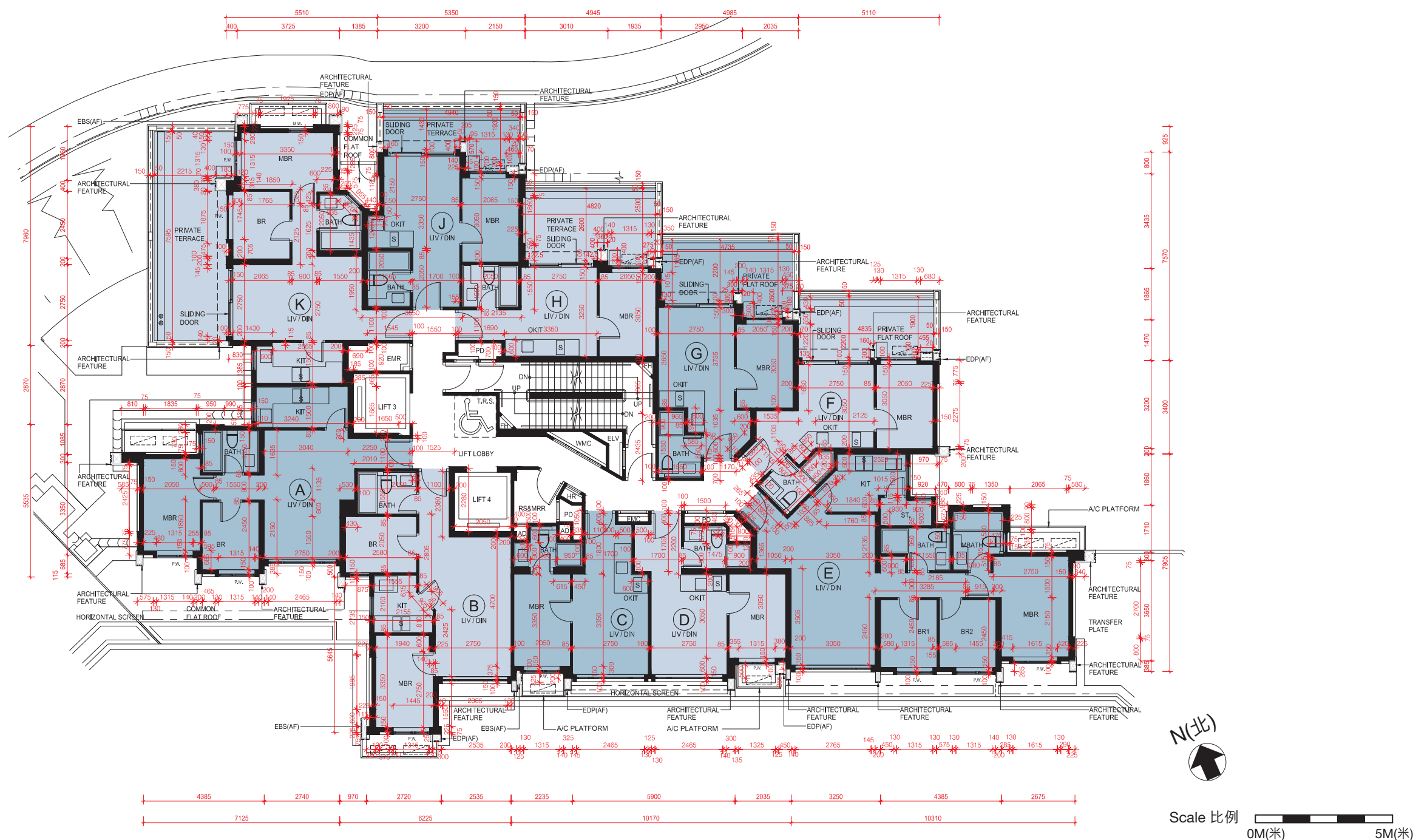
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The floor-to-floor height of each residential property: 3.15m

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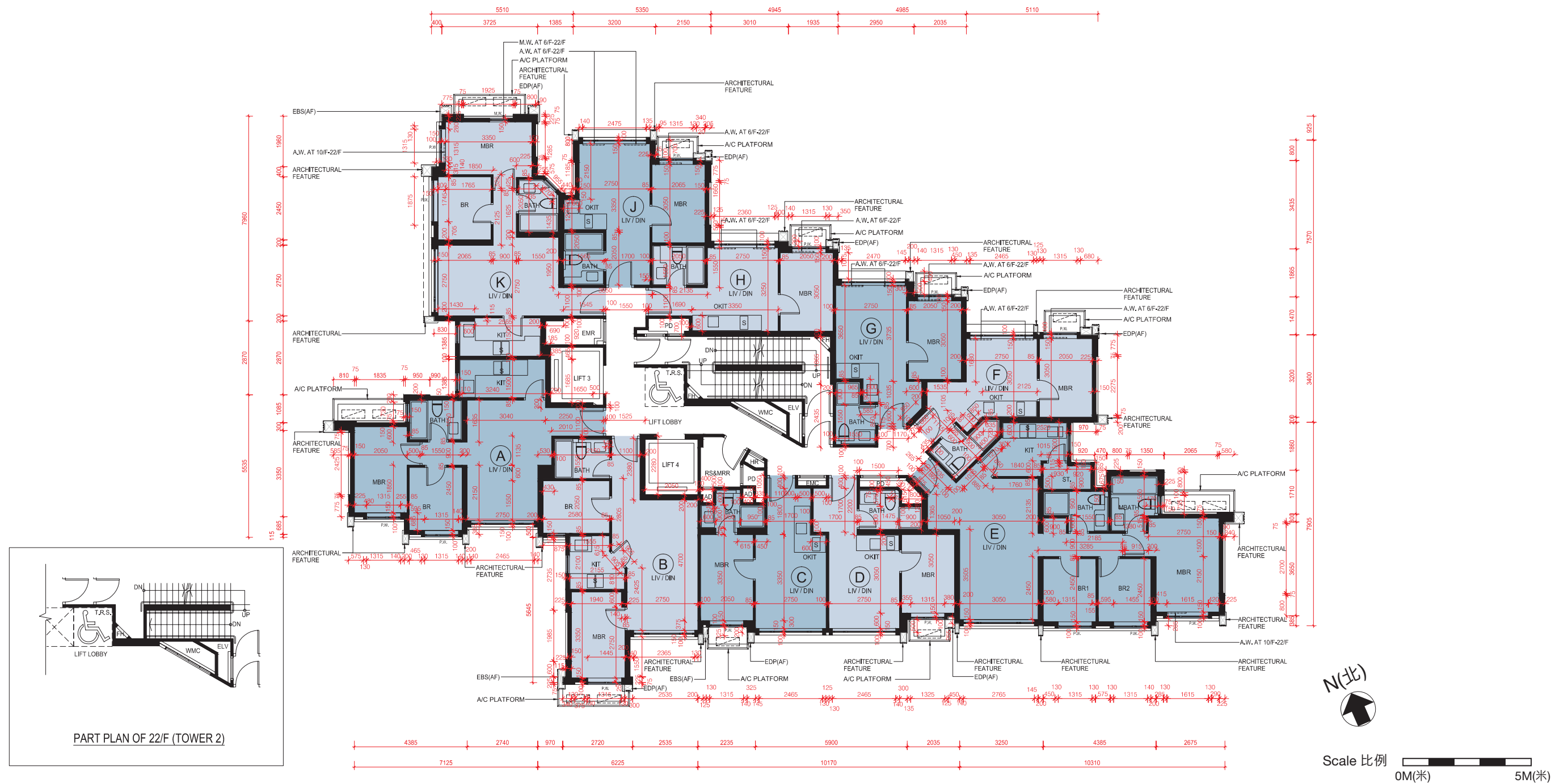
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每個住宅物業的樓板（不包括灰泥）的厚度：A、C、E、G及H單位：125毫米及150毫米；B、D、F、J及K單位：150毫米

The thickness of the floor slabs (excluding plaster) of each residential property:  
Flats A, C, E, G and H: 125mm and 150mm; Flats B, D, F, J and K: 150mm

每個住宅物業的層與層之間的高度：3.15米

The floor-to-floor height of each residential property: 3.15m

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。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於期數。）

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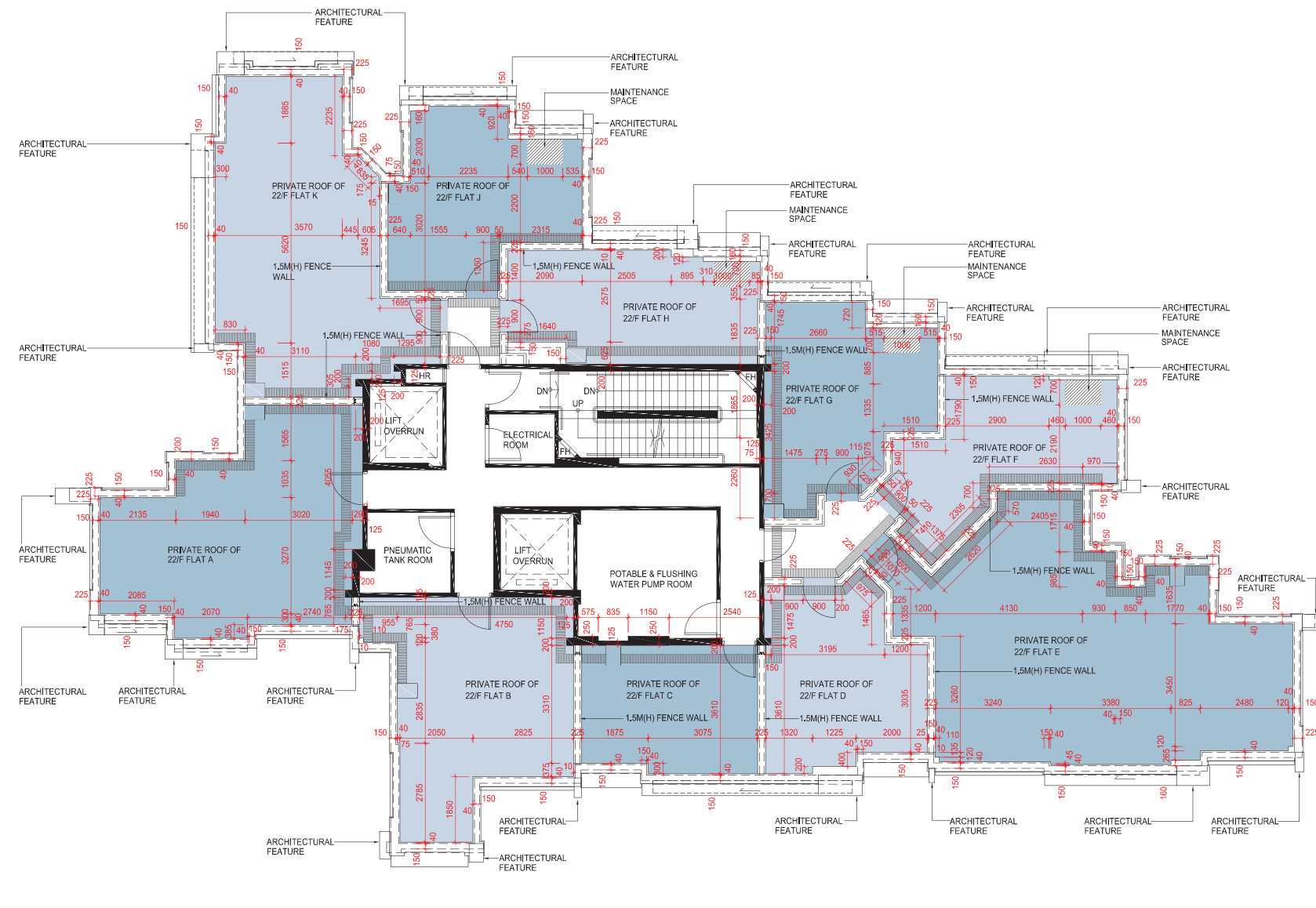
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Scale 比例 0M(米) 5M(米)

每個住宅物業的樓板 (不包括灰泥) 的厚度：不適用

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

每個住宅物業的層與層之間的高度：不適用

The floor-to-floor height of each residential property: Not applicable

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。(註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於期數。)

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# 期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	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
第1座 Tower 1	地下 G/F	A	66.183 <b>(712)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	42.956 <b>(462)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	26.309 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	26.187 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	43.554 <b>(469)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	26.073 <b>(281)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	8.332 <b>(90)</b>	-
		G	26.409 <b>(284)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	11.776 <b>(127)</b>	-
		H	24.686 <b>(266)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	10.878 <b>(117)</b>	-
		J	26.182 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	10.586 <b>(114)</b>	-
		K	44.791 <b>(482)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	18.806 <b>(202)</b>	-

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 期數住宅物業並無露台、工作平台及陽台。  
There is no balcony, utility platform and verandah in the residential properties in the Phase.
3. 住宅樓層不設4樓、13樓、14樓及I 單位。  
Residential floors 4/F, 13/F, 14/F and Flat I are omitted.

# 期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	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
第1座 Tower 1	1樓至3樓、 5樓至12樓、 15樓至21樓 1/F-3/F, 5/F-12/F, 15/F-21/F	A	66.183 <b>(712)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	42.956 <b>(462)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	26.309 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	26.187 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	43.554 <b>(469)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	26.073 <b>(281)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		G	26.410 <b>(284)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		H	24.687 <b>(266)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		J	26.183 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		K	44.791 <b>(482)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
The saleable area is calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 期數住宅物業並無露台、工作平台及陽台。  
There is no balcony, utility platform and verandah in the residential properties in the Phase.
3. 住宅樓層不設4樓、13樓、14樓及I 單位。  
Residential floors 4/F, 13/F, 14/F and Flat I are omitted.



# 期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	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
第1座 Tower 1	22樓 22/F	A	66.183 <b>(712)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	56.041 <b>(603)</b>	-	-	-
		B	42.956 <b>(462)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	30.278 <b>(326)</b>	-	-	-
		C	26.309 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	17.307 <b>(186)</b>	-	-	-
		D	26.187 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	21.904 <b>(236)</b>	-	-	-
		E	43.554 <b>(469)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	38.186 <b>(411)</b>	-	-	-
		F	26.073 <b>(281)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	21.074 <b>(227)</b>	-	-	-
		G	26.410 <b>(284)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	22.162 <b>(239)</b>	-	-	-
		H	24.687 <b>(266)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	20.189 <b>(217)</b>	-	-	-
		J	26.183 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	20.957 <b>(226)</b>	-	-	-
		K	44.791 <b>(482)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	39.250 <b>(422)</b>	-	-	-

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 期數住宅物業並無露台、工作平台及陽台。  
There is no balcony, utility platform and verandah in the residential properties in the Phase.
3. 住宅樓層不設4樓、13樓、14樓及I 單位。  
Residential floors 4/F, 13/F, 14/F and Flat I are omitted.

期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	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
第2座 Tower 2	地下 G/F	A	44.862 <b>(483)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	42.941 <b>(462)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	26.309 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	26.198 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	67.116 <b>(722)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	24.433 <b>(263)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	10.832 <b>(117)</b>	-	-	-	-	-	-
		G	26.293 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	11.652 <b>(125)</b>	-	-	-	-	-	-
		H	24.686 <b>(266)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	12.702 <b>(137)</b>	-
		J	26.413 <b>(284)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	8.682 <b>(93)</b>	-
		K	43.477 <b>(468)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	20.447 <b>(220)</b>	-

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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2. 期數住宅物業並無露台、工作平台及陽台。  
There is no balcony, utility platform and verandah in the residential properties in the Phase.
3. 住宅樓層不設4樓、13樓、14樓及I 單位。  
Residential floors 4/F, 13/F, 14/F and Flat I are omitted.



# 期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	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
第2座 Tower 2	1樓至3樓、 5樓至12樓、 15樓至21樓 1/F-3/F, 5/F-12/F, 15/F-21/F	A	44.862 <b>(483)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		B	42.941 <b>(462)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	26.309 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	26.198 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	67.116 <b>(722)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	24.433 <b>(263)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		G	26.294 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		H	24.687 <b>(266)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		J	26.414 <b>(284)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		K	43.476 <b>(468)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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2. 期數住宅物業並無露台、工作平台及陽台。  
There is no balcony, utility platform and verandah in the residential properties in the Phase.
3. 住宅樓層不設4樓、13樓、14樓及I 單位。  
Residential floors 4/F, 13/F, 14/F and Flat I are omitted.

# 期數中的住宅物業的面積 Area of residential properties in the Phase

面積表 AREA SCHEDULE

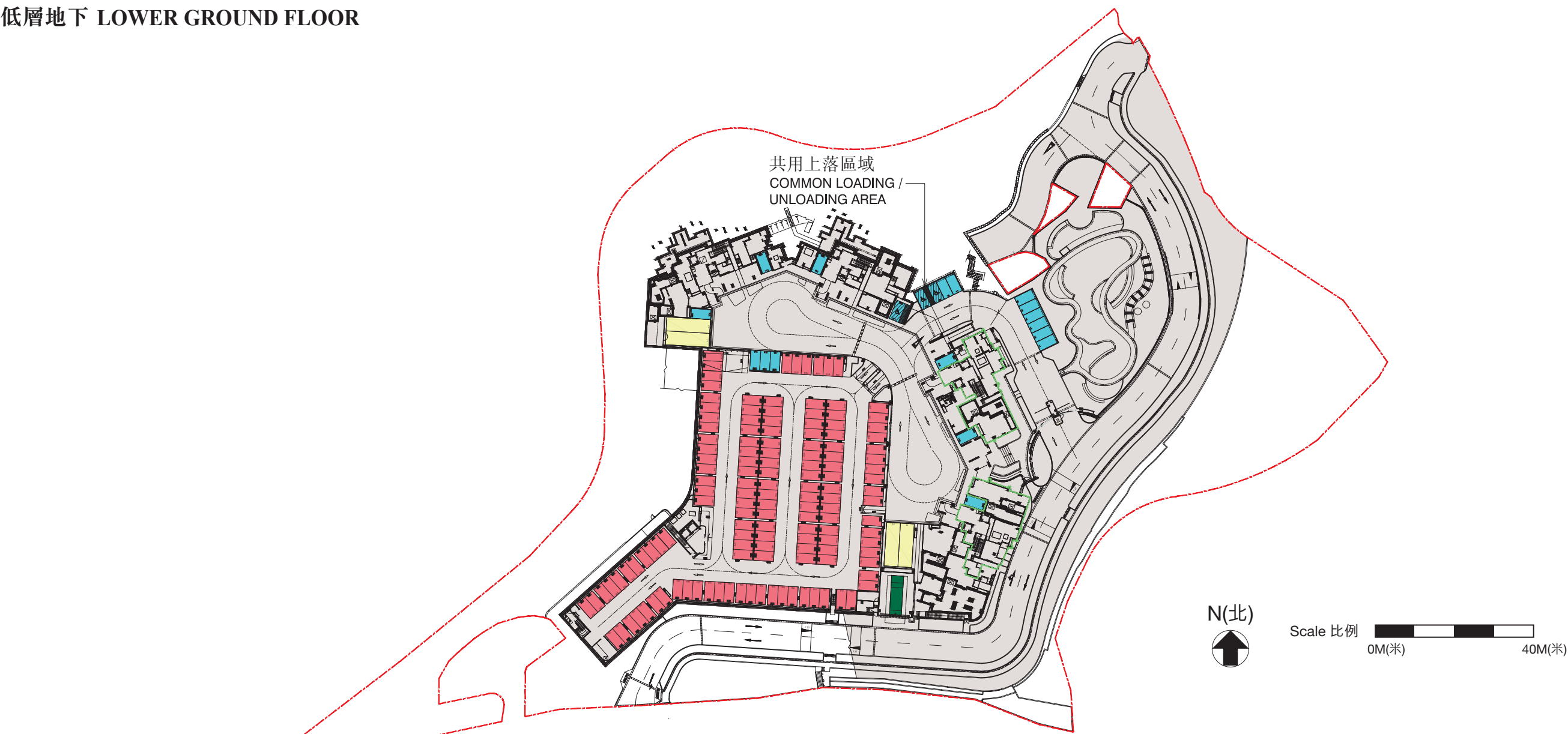
物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	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
第2座 Tower 2	22樓 22/F	A	44.862 <b>(483)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	36.471 <b>(393)</b>	-	-	-
		B	42.941 <b>(462)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	29.948 <b>(322)</b>	-	-	-
		C	26.309 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	17.307 <b>(186)</b>	-	-	-
		D	26.198 <b>(282)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	20.879 <b>(225)</b>	-	-	-
		E	67.116 <b>(722)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	60.085 <b>(647)</b>	-	-	-
		F	24.433 <b>(263)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	19.902 <b>(214)</b>	-	-	-
		G	26.294 <b>(283)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	22.176 <b>(239)</b>	-	-	-
		H	24.687 <b>(266)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	20.224 <b>(218)</b>	-	-	-
		J	26.414 <b>(284)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	21.057 <b>(227)</b>	-	-	-
		K	43.476 <b>(468)</b> 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	40.376 <b>(435)</b>	-	-	-

實用面積是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積 (不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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2. 期數住宅物業並無露台、工作平台及陽台。  
There is no balcony, utility platform and verandah in the residential properties in the Phase.
3. 住宅樓層不設4樓、13樓、14樓及I 單位。  
Residential floors 4/F, 13/F, 14/F and Flat I are omitted.



低層地下 LOWER GROUND FLOOR



- 住客停車位 Residential Parking Space
- 訪客停車位 Visitor's Parking Space
- 訪客停車位 (暢通易達停車位) Accessible Visitor's Parking Space
- 裝卸貨物車位 Loading and Unloading Space
- 垃圾收集車停車位 Refuse Collection Vehicle Parking Space
- 第2期 Phase 2
- 發展項目的邊界線 Boundary Line of the Development

停車位類別 Category of parking space	數目 Number	每個停車位尺寸 (長x寬) (米) Dimensions of each parking space (L x W) (m)	每個停車位面積 (平方米) Area of each parking space (sq. m)
住客停車位 Residential Car Parking Space	137	5.0 x 2.5	12.5
訪客停車位 Visitor's Parking Space	17	5.0 x 2.5	12.5
訪客停車位 (暢通易達停車位) Accessible Visitor's Parking Space	1	5.0 x 3.5	17.5
	2	5.0 x 3.7*	18.5*
裝卸貨物車位 Loading and Unloading Space	4	11.0 x 3.5	38.5
垃圾收集車停車位 Refuse Collection Vehicle Parking Space	1	10.0 x 3	30.0

\* 在兩個暢通易達停車位中間有1.2米闊共用上落區域。上述有關暢通易達停車位之尺寸及面積已分攤包括此公共上落區域。  
With 1.2 metre wide common loading / unloading area in between two accessible car parking spaces. The common loading / unloading area is shared and included from the dimensions and area of the relevant accessible car parking spaces.

地下 GROUND FLOOR



- 電單車停車位  
Motorcycle parking Space
- 單車停車位  
Bicycle parking Space
- 第2期  
Phase 2
- 發展項目的邊界線  
Boundary Line of the Development

停車位類別 Category of parking space	數目 Number	每個停車位尺寸 (長x寬) (米) Dimensions of each parking space (L x W) (m)	每個停車位面積 (平方米) Area of each parking space (sq. m)
電單車停車位 Motorcycle Parking Space	16	2.4 x 1.0	2.4
單車停車位 Bicycle Parking Space	48	2.1 x 0.35	0.735





## 臨時買賣合約的摘要 Summary of preliminary agreement for sale and purchase

- (a) 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
  - (b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
  - (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
    - (i) 該臨時合約即告終止；
    - (ii) 有關的臨時訂金即予沒收；及
    - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。
- (a) A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
  - (b) 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.
  - (c) 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

### 發展項目公契及管理協議擬稿（「公契」）有下述條文：-

#### A. 期數的公用部分

##### (i) 「停車場公用地方及設施」指並包括：-

- a. 但不限於行車道、通道、坡道、通風機房、花槽的發展項目的部分，及擬供所有暢通易達車位、停車位、電單車停車位及單車停車位共同使用與享用的其他地方及設施，在附錄於公契的低層地下的圖則（經認可人士核實準確度）以紅色顯示（如可以在圖則上顯示），僅供識別；
- b. 根據公契劃定為停車場公用地方及設施並位於該地段及發展項目內的其他範圍、設備、裝置、系統及設施；

但不包括：-

- (1)發展項目公用地方及設施及住宅公用地方及設施；及
- (2)發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享受的範圍和發展項目內僅服務任何個別業主的設施。

##### (ii) 「公用地方及設施」包括發展項目的公用地方及設施、住宅公用地方及設施、停車場公用地方及設施及在公契及在任何副公契（定義見下文）中指定為公用地方及設施的其他部分及設施；

##### (iii) 「電動車公用設施」指在低層地下的住宅公用地方及設施內已或擬安裝為或關於《道路交通條例》（第374章）、任何相關規例和修訂條文下及停泊在暢通易達車位、訪客停車位的持牌之電動車充電之所有該等設施，此等設施包括但不限於電線、電纜、管道、線槽、電動車充電器、電錶、底座、插座、鎖、蓋及其他安全及/或保護性設備、充電站、支付設備、設備、設施及其他電力或其他裝置或其他為或有關上述用途的設施。

##### (iv) 「發展項目公用地方和設施」指並包括：-

- a. 擬供發展項目共同使用與享用的發展項目的部分，包括但不限於通道、入口、人行道、樓梯、梯台、平台、邊界圍牆、大堂、園景區、車道、行車路及行人徑、坡道、花槽、總檢測水錶房、上落貨車的垃圾儲存、電掣房、電動車充電器電錶房、風櫃房、緊急發電機房、水泵房（停車場清潔及灌溉）、頂層天台、消防及花灑泵房、消防檢測錶櫃、主電掣房、警衛室、屋苑管理處、管理員櫃檯（如有）、業主立案法團辦公室、熱泵房、通風機房、電纜槽房、主電錶房、垂直綠化牆（如有）、電訊及廣播設備室、水錶櫃、穿梭升降機及大堂、升降機、消防喉轆、電力房、消防、管道槽、燃料缸房、消防花灑水缸、街道消防栓水缸、暢通易達男女通用廁所和緊急車輛通道、及排水渠、渠道、總喉、污水渠、食水及鹹水儲水缸、食水及鹹水進水口及總喉、雨水儲存缸和排水連口、用

於接收電視及電台廣播的公用電視及電台廣播系統、電訊及廣播分導網絡、有線電視系統（如有）、電線、電纜及目前或任何時候在該地段之內、之下、之上或經過該地段供應食水或鹹水、污水、煤氣、電話、電力及其他服務給發展項目的其他設施（不論是否有上套管）、樹木、灌木及其他植物及草木、燈柱及其他照明設施、防火及滅火設備與器具、保安系統與器具、通風系統及在發展項目內裝設或提供擬供發展項目共同使用與享用的任何其他機械系統、裝置或設施，在附錄於公契的圖則（經認可人士核實準確度）以紫色顯示（如可以在圖則上顯示），僅供識別；

- b. 綠化地方的部分（除非獲得建築事務監督事先同意，綠化地方不得用作批地條件批准以外之用途）；
- c. 斜坡和擋土結構、粉紅色斜影紅線範圍、鋪路結構、粉紅色十字斜影紅線範圍及行人道結構；
- d. 變壓器房、電纜裝置及所有相關設施（統稱為「變壓器房設施」）；
- e. 根據公契及副公契劃定為發展項目公用地方及設施並位於該地段及發展項目內的其他範圍、設備、裝置、系統及設施；及
- f. 若沒有特別在以上(a)至(d)分段規定，則為以下在該地段和發展項目內的其他部分：-

1. 《建築物管理條例》（第344章）第2條列明的「**公用部分**」定義(a)分段涵蓋的發展項目的任何部分；及/或
2. 《建築物管理條例》（第344章）第一附表指定並納入《建築物管理條例》（第344章）第2條列明的「**公用部分**」定義(b)分段內的任何部分。

但不包括：-

- (1)住宅公用地方及設施及停車場公用地方及設施；及
- (2)發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享受的範圍和發展項目內僅服務任何個別業主的設施。

##### (v) 「住宅公用地方及設施」指並包括：-

- a. 擬供所有住宅樓宇內的業主、佔用人及租客和他們真正的客人、訪客或獲邀請人士共同使用與享用的發展項目的住宅樓宇內所有該等部分，包括但不限於康樂地方及設施、上落貨車位、訪客停車位、單車停車位、暢通易達車位、喉管裝置檢測櫃、垂直綠化牆（如有）、消防及花灑泵房、電管槽、消防檢測錶櫃、電動車公用設施、會所的濾水器機房、游泳池、按摩池及功能池、電掣房（用於第1至3座及第5座）、垃圾收集及物

料回收房、橫向屏障、平台（構成單位一部分的私人平台除外）、天台（構成單位一部分的私人天台除外）、頂層天台、上層天台、玻璃簷篷、簷篷、升降機機房、通風機房、郵箱室、水錶櫃、管道槽、不可通行的（綠化）平台、電錶房、不可通行的平台、花槽及通道、公用走廊、升降機大堂、入口、梯台、大廳、入口大堂、冷氣機平台（僅在附屬於公契的圖則（經認可人士核實其準確度）上用“ACP”顯示，僅供識別），結構牆、樓梯、食用及沖廁水泵房、食用及沖廁水進水泵房、消防泵房及升降機、升降機槽、消防員升降機、水箱、天線、儀表、照明、排水渠、渠道、污水渠、鹹水及食水進水口及總喉、電線、電纜、冷氣機及通風系統和輸送食水或鹹水、污水、煤氣、電力及其他服務予住宅樓宇的其他設施（不論是否有上套管）、泵、水箱、衛生裝置、電力裝置、固定物、設備及設施、消防及滅火設備及設施、保安系統及設施、通風系統及在發展項目內或提供或安裝擬供住宅樓宇的住客和他們真正的客人、訪客或獲邀請人士共同使用與享用的其他系統、裝置及設施，及根據公契及任何副公契用作住宅樓宇共同使用與享用的地段內其他地方及在發展項目內的其他系統、裝置及設施，僅用上附屬於公契的圖則（經授權人證明其準確性）以黃色、黃色十字斜影黑線和靛藍色顯示（如可以在圖則上顯示），僅供識別；

##### b. 外牆（為免疑問，包括非結構性的預製外牆（經授權人證明其準確性）僅用上附屬於公契的圖則以紅色虛線顯示（如可以在圖則上顯示），僅供識別）和住宅樓宇的建築裝飾（如有）；

##### c. 綠化地方的部分（除非獲得建築事務監督事先同意，綠化地方不得用作批地條件批准以外之用途）；及

##### d. 根據公契及任何副公契住宅樓宇內劃定為住宅公用地方及設施並位於該地段及發展項目內的其他範圍、設備、裝置、系統及設施。

但不包括：-

##### (3)發展項目公用地方及設施及停車場公用地方及設施；及

##### (4)發展項目內任何個別業主有獨家權利及特權持有、使用、佔用及享受的範圍和發展項目內僅服務任何個別業主的設施。

##### (vi) 「副公契」指日後第一業主與發展項目的其他共同擁有人或擁有人之間訂立的公契副公契，列明發展項目任何組成部份的權益和責任，「副公契」亦須據此解釋。

##### (vii) 除非獲業主委員會批准，業主不得將任何公用地方及設施之部分改作自己使用或享用。

##### (viii) 業主不得阻礙公用地方及設施，亦不得在公用地方及設施作出任何對發展項目的任何其他業主或佔用人造成滋擾的行為。



公契的摘要 SU

(ix) 公用地方及設施須由管理

- B. 分配予期數中的每個住宅物業的不分割份數的數目**

不分割份數數目 28,640

<u>大樓座數</u>	<u>樓層</u>	<u>單位</u>	<u>每個單位的不分割份數</u>
第1座	地下	A單位	66
		B單位	43
		C單位	26
		D單位	26
		E單位	44
		F單位	27
		G單位	27
		H單位	26
		J單位	27
		K單位	46
	1樓至3樓、 5樓至12樓、 15樓至21樓 (共18 層)	A單位	66
		B單位	43
		C單位	26
		D單位	26
		E單位	44
		F單位	26
		G單位	26
		H單位	25
		J單位	26
		K單位	45

<u>大樓座數</u>	<u>樓層</u>	<u>單位</u>	<u>每個單位的不分割份數</u>
第1座	22樓	A單位	67
		B單位	44
		C單位	27
		D單位	27
		E單位	45
		F單位	27
		G單位	27
		H單位	26
		J單位	27
		K單位	46
總數			7,075
第2座	地下	A單位	45
		B單位	43
		C單位	26
		D單位	26
		E單位	67
		F單位	25
		G單位	27
		H單位	26
		J單位	27
		K單位	44

<u>大樓座數</u>	<u>樓層</u>	<u>單位</u>	<u>每個單位的不分割份數</u>
第2座	1樓至3樓、 5樓至12樓、 15樓至21樓 (共18 層)	A單位	45
		B單位	43
		C單位	26
		D單位	26
		E單位	67
		F單位	24
		G單位	26
		H單位	25
		J單位	26
		K單位	43
第2座	22樓	A單位	46
		B單位	44
		C單位	27
		D單位	27
		E單位	68
		F單位	25
		G單位	27
		H單位	26
		J單位	27
		K單位	44
總數			7,035 (注釋)

(ii) 第1座及第2座不設4樓、13樓及14樓。

(iii) 第1座及第2座不設單位I。

## 公契的摘要 Summary of deed of mutual covenant

注：發展項目的不分割份數總數為29,541。發展項目所有單位的不分割份數總數為29,341。發展項目所有住宅單位的不分割份數總數為28,640。發展項目所有停車位及電單車停車位的不分割份數總數為701。

### C. 有關期數的管理人的委任年期

管理人將會根據公契被委任為發展項目的管理人，首屆任期為公契日期起計不多於兩年，並在其後續任，但受公契中的終止條文規限。

### D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

- (i) 管理人須在諮詢業主委員會（如已經成立）後編製來年的年度預算。年度預算分開2個部分。第一部分須涵蓋管理人認為為了全體業主的利益或妥善管理綠色範圍、綠色範圍的構築物、發展項目、發展項目公用地方及設施需要支出的一切開支。第二部分須涵蓋管理人認為特別涉及發展項目各個部分的開支並劃分為2個欄目，分別涵蓋以下開支：

- a. 管理人認為特別涉及住宅公用地方及設施的開支；及
- b. 管理人認為特別涉及停車場公用地方及設施的開支。

- (ii) 每位業主須就其作為業主擁有任何單位的每份不分割份數支付已採納年度預算第一部分評估的總款項的其中一部分，該部分的分子為1，分母則為發展項目所有單位的不分割份數總數。

- (iii) 每位住宅單位業主除了支付按公契第16(b)條應付的款項外，還須就他作為業主擁有的住宅樓宇的住宅單位獲分配的每份不分割份數支付已採納年度預算第二部分欄目一所評估的總款項的其中一部分。該部分的分子為1，分母則為所有住宅單位的不分割份數總數。

- (iv) 每位停車位及電單車停車位業主除了支付按公契第16(b)條應付的款項外，還須就他作為業主擁有的停車位及電單車停車位（視乎何種情況而定）獲分配的每份不分割份數支付已採納年度預算第二部分欄目二所評估的總款項的其中一部分。該部分的分子為1，分母則為所有停車位及電單車停車位的不分割份數總數。

- (v) 如果管理人合理地認為發展項目及該地段的任何管理與保養開支特別涉及個別單位或若干單位，而任何其他單位業主沒有從中取得任何重大利益，則該等全部款項須從年度預算中剔除並由該個別單位或若干單位的業主在應要時支付。

- (vi) 每位業主必須由從公契之日期起負責繳付管理人編製的年度管理費預算。

### E. 計算管理費按金的基準

金額相等於3個月的管理費（他作為業主就須其單位每月繳交的管理費）。

### F. 擁有人在期數中保留作自用的範圍 (如有的話)

擁有人(日龍有限公司及嘉麗好投資有限公司) 在期數中並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所述之保留作自用的範圍。

注釋：

1. 請查閱公契擬稿以了解全部詳情。完整的公契擬稿可於售樓處開放時間內免費查閱，並且可在支付所需影印費用後取得公契擬稿的副本。
2. 發展項目由/將由一份公契規管。發展項目之期數並無/將並無各自之分公契。



**The draft Deed of Mutual Covenant and Management Agreement of the Development (“DMC”) provide that: -**

**A. Common parts of the Phase**

(i) “Carpark Common Areas and Facilities” mean and include:-

- a. those parts of the Development including but not limited to driveways, passages, ramps, fan room, planters and such other areas and facilities which are intended for the common use and benefit of all the Accessible Parking Spaces, Car Parking Spaces, Motor Cycle Parking Spaces and Bicycle Parking Spaces (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Red on the Lower Ground Floor Plan (certified as to their accuracy by the Authorized Person) annexed to the DMC;
- b. such other area, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Carpark Common Areas and Facilities in accordance with the DMC;

but EXCLUDING: -

- (1) the Development Common Areas and Facilities and the Residential Common Areas and Facilities; and
- (2) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any particular Owner;

(ii) “Common Areas and Facilities” mean collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in the DMC and in any Sub-Deed(s) (as defined below);

(iii) “Common EV Facilities” mean all such facilities installed or to be installed within the Residential Common Areas and Facilities on Lower Ground Floor for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374), any regulations made thereunder and any amending legislation parking at the Accessible Parking Space and the Visitors’ Parking Spaces and such facilities shall include but not limited to such wires, cables, ducts, trunking, EV chargers, electric meters, base box, socket outlet, locks, covers and other security and/or protective devices, charging station, payment devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

(iv) “Development Common Areas and Facilities” mean and include:-

- a. such parts of the Development which are intended for common use

and benefit of the Development including but not limited to the passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, landscaped areas, driveways, roadways and pavements, ramps, planters, master water check meter chamber, refuse storage for loading and unloading, switch rooms, electrical meter rooms for EV charger, A.H.U. room, emergency generator rooms, water pump room (carpark cleansing and irrigation), top roof, FS & Sprinkler pump room, fire service check meter cabinet, main switch room, guard house, estate management office, caretaker’s counter (if any), Owners’ Corporation Office, heat pump room, fan room, cable duct room, master meter room, vertical green walls (if any), telecommunication broadcasting equipment room, water meter cabinet, shuttle lift lobby, lift, hose reels, electrical room, fire service, pipe ducts, fuel tank room, sprinkler water tank, street fire hydrant water tank, accessible unisex toilets and emergency vehicular access and such of the drains, channels, water mains, sewers, fresh and salt water storage tanks, fresh and salt water intakes and mains, storm water storage tank and drainage connection, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, cable television system (if any), wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Lot through which fresh and salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and any other mechanical systems, devices or facilities installed or provided in the Development intended for common use and benefit of the Development which are (insofar as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Violet on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC ;

- b. portion of the Greenery Area which shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority;
- c. the Slope and Retaining Structures, the Pink Hatched Red Area, the Paved Way Structures, the Pink Cross-Hatched Red Areas and the Walkway Structures;
- d. the transformer room(s), cable accommodations and all associated facilities (collectively, “Transformer Room Facilities”);
- e. such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development designated as Development Common Areas and Facilities in accordance with the DMC and Sub-Deed(s); and
- f. to the extent not specifically provided in paragraphs (a) to (d) above, such other parts of the Lot and the Development:-

1. any parts of the Development covered by paragraph (a) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap. 344); and/or
2. any parts specified in Schedule 1 to the Building Management Ordinance (Cap. 344) and included under paragraph (b) of the definition of “**common parts**” set out in section 2 of the Building Management Ordinance (Cap. 344);

but EXCLUDING

- (1) the Residential Common Areas and Facilities and Carpark Common Areas and Facilities; and
- (2) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy which belongs to any particular Owner and such facilities within the Development serving only any Particular Owner.

(v) “Residential Common Areas and Facilities” mean and include :-

- a. those parts of the Residential Accommodation in the Development intended for the common use and benefit of the Owners, occupiers and tenants of the Residential Accommodation and the bona fide guests, visitors or invitees thereof, includes but not limited to the Recreational Areas and Facilities, the Loading and Unloading Spaces, the Visitors’ Parking Spaces, the Bicycle Parking Spaces, the Accessible Parking Spaces, plumbing check meter cabinet, vertical green walls (if any), FS & Sprinkler pump rooms, electrical ducts, fire service check meter cabinets, the Common EV Facilities, filtration plant room for Club House, swimming pool, jacuzzi and function pool, switch rooms (for Towers 1-3 and 5), refuse collection & material recovery chamber, horizontal screens, flat roofs (other than those private flat roofs forming part of an Unit), roofs (other than those private roofs forming part of an Unit), top roofs, upper roofs, glass canopies, canopies, lift machine rooms, fan rooms, mail box room, water meter cabinets, pipe ducts, inaccessible (greenery) flat roof, electrical meter rooms, inaccessible flat roof, planters and such of the passages, common corridors and lift lobbies, entrances, landings, halls, entrance lobbies, A/C platforms (which for the purpose of identification only are marked “ACP” on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC), structural walls, stairways, potable & flushing water pump rooms, potable & flushing up-feed pump rooms, F.S. pump rooms, and such of the lifts, lift shafts, firemen’s lifts, water tanks, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system and such other areas and any

other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees and such other areas within the Lot and such other systems, devices and facilities within the Development intended for common use and benefit of the Residential Accommodation in accordance with the DMC which are (insofar as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow, Yellow Cross Hatched Black and Indigo on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC;

- b. the external walls (including for the avoidance of doubt, non-structural pre-fabricated external walls which are for the purposes of identification only shown with Red Dotted Line on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC) and architectural features (if any) of the Residential Accommodation;
- c. portion of the Greenery Area which shall not be used for any purpose other than those permitted under the Conditions without the prior consent of the Building Authority; and
- d. such other areas, apparatus, devices, systems and facilities of and in the Lot and the Development within the Residential Accommodation designated as Residential Common Areas and Facilities in accordance with the DMC and any Sub-Deed(s).

but EXCLUDING:-

- (1) the Development Common Areas and Facilities and the Carpark Common Areas and Facilities; and
- (2) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner.
- (vi) “Sub-Deed” means a Sub-Deed of Mutual Covenant to be entered into between the First Owner and another co-owners or owners of the Development setting forth the rights and obligations of any component part of the Development and “Sub-Deeds” shall be construed accordingly.
- (vii) The Owners shall not convert any part of the Common Areas and Facilities to his own use or for his own benefit unless approved by the Owner’s Committee.
- (viii) The Owners shall not obstruct the Common Areas and Facilities nor do anything in the Common Areas and Facilities as may be or become a nuisance to any other Owners or occupiers of the Development.
- (ix) The Common Areas and Facilities shall be managed by the Manager,

who is appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of the DMC and the relevant Sub-Deed of Mutual Covenant (if any) in respect of any matter concerning the Common Areas and Facilities.

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

Residential Units

No. of undivided shares 28,640

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares for each Flat</u>
Tower 1	G/F	Flat A	66
		Flat B	43
		Flat C	26
		Flat D	26
		Flat E	44
		Flat F	27
		Flat G	27
		Flat H	26
		Flat J	27
		Flat K	46
	1/F-3/F, 5/F-12/F, 15/F-21/F (18 storeys)	Flat A	66
		Flat B	43
		Flat C	26
		Flat D	26
		Flat E	44
		Flat F	26
		Flat G	26
		Flat H	25
		Flat J	26
		Flat K	45

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares for each Flat</u>
Tower 1	22/F	Flat A	67
		Flat B	44
		Flat C	27
		Flat D	27
		Flat E	45
		Flat F	27
		Flat G	27
		Flat H	26
		Flat J	27
		Flat K	46
TOTAL			7,075
Tower 2	G/F	Flat A	45
		Flat B	43
		Flat C	26
		Flat D	26
		Flat E	67
		Flat F	25
		Flat G	27
		Flat H	26
		Flat J	27
		Flat K	44

<u>Tower</u>	<u>Floor</u>	<u>Flat</u>	<u>Undivided Shares for each Flat</u>
Tower 2	1/F-3/F, 5/F-12/F, 15/F-21/F (18 storeys)	Flat A	45
		Flat B	43
		Flat C	26
		Flat D	26
		Flat E	67
		Flat F	24
		Flat G	26
		Flat H	25
		Flat J	26
		Flat K	43
	22/F	Flat A	46
		Flat B	44
		Flat C	27
		Flat D	27
		Flat E	68
		Flat F	25
		Flat G	27
		Flat H	26
		Flat J	27
		Flat K	44
TOTAL			7,035 (Note)

Remarks: (i) There is no designation of Tower 4.

(ii) There is no 4/F, 13/F and 14/F in Tower 1 and Tower 2.

(iii) There is no Flat I in Tower 1 and Tower 2.

Note: The total number of Undivided Shares in the Development is 29,541. The total number of Undivided Shares allocated to all the Units in the Development is 29,341. The total number of Undivided Shares allocated to all the Residential Units in the Development is 28,640, and the total number of Undivided Shares allocated to all the Car Parking Spaces and Motor Cycle Parking Spaces in the Development is 701.

**C. Term of years for which the Manager of the Phase is appointed**

The Manager will be appointed under the DMC as the Manager of the Development for an initial term of not exceeding two years commencing from the date of the DMC and to be continued thereafter, subject to the provisions for termination contained in the DMC.

**D. Basis on which the Management Expenses are shared among the owners of residential properties in the Phase**

(i) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if already formed). The annual budget shall be in two parts. The first part shall cover all expenditure which in the opinion of the Manager is to be expended for the benefit of all Owners or required for the proper management of the Green Area and the Green Area Structures, the Development and the Development Common Areas and Facilities. The second part shall cover expenditure which in the opinion of the Manager is specifically referable to different specific parts of the Development and shall be divided into two sections which cover respectively the following:

- all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities; and
- all expenditure which in the opinion of the Manager is specifically referable to the Carpark Common Areas and Facilities.

(ii) Each Owner shall pay for every Undivided Share allocated to any Units of which he is the Owner a fraction of the total amount assessed under the first part of the annual adopted budget in which the numerator shall be one and the denominator is equal to the total number of Undivided Shares of all the Units in the Development.

(iii) Each Owner of the Residential Units in addition to the amount payable under Clause 16(b) of the DMC shall in respect of each Undivided Share allocated to a Residential Unit of the Residential Accommodation of which he is the Owner pay a fraction of the total amount assessed under the first section of the second part of the annual adopted budget. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Residential Units.

(iv) Each Owner of the Car Parking Spaces and the Motor Cycle Parking Spaces in addition to the amount (if any) payable under Clause 16(b) of the DMC shall in respect of each Undivided Share

allocated to a Car Parking Space or a Motor Cycle Parking Space (as the case may be) of which he is the Owner pay a fraction of the total amount assessed under the second section of the second part of the annual adopted budget. The numerator of the said fraction shall be one and the denominator shall be the total number of Undivided Shares allocated to all the Car Parking Spaces and the Motor Cycle Parking Spaces.

(v) Where any expenditure for the management and maintenance of the Development and the Lot shall in the reasonable opinion of the Manager be specifically referable to or is being expended for a particular Unit or group of Units and no Owner of any other Unit shall receive any material benefit therefrom, the full amount shall be excluded from the annual budget and shall be paid by the Owner(s) of that particular Unit or group of Units on demand.

(vi) The liability of the Owner of a Unit to contribute to the amount under the annual budget of management expenses prepared by the Manager shall only accrue with effect from the date of the DMC.

**E. Basis on which the Management Fee Deposit is fixed**

The amount of Management Fee Deposit is 3 months' monthly management contribution payable in respect of his Unit.

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

There is no area in the Phase which is retained by the Owners (New Dragon Limited and Galaxy Power Investment Limited) for that owners' use as referred to in section 14(2)(f), Part 1, Schedule 1 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

- For full details, please refer to the draft DMC. Full script of the draft DMC is available for inspection upon request during office hours at the sales offices and copies of the draft DMC can be obtained upon paying necessary photo copying charges.
- The Development is/will be governed under one deed of mutual covenant. There is/will be no separate sub-deed of mutual covenant for a phase in the Development.



## 批地文件的摘要 Summary of land grant

- 發展項目興建於按日期為2018年12月5日的新批土地契約第22698號（「**批地文件**」）及經日期為2020年10月8日的延期信函修訂而持有的屯門市地段第463號（「**該地段**」）。
- 該地段批地年期為由2018年12月5日起計50年。
- 適用於該地段的用途限制：
  - 除私人住宅用途外，該地段或其任何部分或任何建築物或任何建築物或其上已建成或擬建的部分不可作任何其他用途。
  - 該地段內不得興建或提供墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸，不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置。
- 按規定須興建並提供予政府或供公眾使用的設施：
  - 在批地文件附錄圖則上顯示為綠色的範圍及未來公共道路（「**綠色範圍**」）須由承授人鋪設及建造；及地政總署署長（「署長」）可全權指定須由承授人提供及建造的橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「**該等構築物**」），致使建築物、車輛及行人交通可於綠色範圍上興建及通行。
  - 在批地文件附錄圖則上顯示為粉紅色十字斜影藍線範圍（「**粉紅色十字斜影藍線範圍**」）須由承授人鋪設、平整、鋪設路面及排水；以及食物環境衛生署署長可全權指定承授人須在粉紅色十字斜影藍線範圍內提供及興建一個廁所、一個供指定規模垃圾收集車停放和裝卸垃圾的垃圾收集站及行人路、構築物和設施（統稱「**結構和設施**」）。
  - 在批地文件附錄圖則上顯示為粉紅色斜影紅線的範圍（「**粉紅色斜影紅線範圍**」）須由承授人鋪設、建造、平整及美化；及地政總署署長（「署長」）可全權指定須由承授人提供及建造的暗渠、行人路、道路、污水渠、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、隔音屏障或其他結構（統稱「**鋪路結構**」），致使車輛及行人交通可於粉紅色斜影紅線範圍上興建及通行。
  - 在批地文件附錄圖則上顯示為粉紅色十字斜影紅線的範圍並須由承授人鋪設、建造及建築的在該範圍上的行人道（「**粉紅色十字斜影紅線範圍**」）；及通道樓梯、斜坡、燈光和署長可全權指定須由承授人提供的其他構築物（統稱「**行人道結構**」），致使行人交通可於粉紅色十字斜影紅線範圍上通行。
  - 如承授人要求將水務專用範圍內鋪設的政府總水管改道，政府總水管須改道至該地段於批地文件隨附「圖則I(B)」顯示的藍邊範圍（亦稱「**藍邊範圍**」）並令水務監督官員滿意。
- 有關承授人在該地段內外鋪設、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：

- 承授人須於該地段興建樓宇以發展該地段，前述樓宇須遵守新批土地契約與及不時於香港實施的所有關於樓宇、衛生設備及規劃的法例、法規及規例。前述樓宇須於2025年6月30日\*或之前完工及可以入伙。

\*備注：根據地政總署屯門地政處日期為2020年10月8日的信函，此日期被更改為2025年12月31日

- 批地文件一般條件第6(a)條規定，承授人須於批地年期的期間根據批地文件建造或重建（該詞語指「批地文件」一般條件第6(b)條提及的重新發展）：

- 按經批准的設計、布局、高度及任何經批准建築圖則維持一切建築物，不得對其作出修訂或更改；及

- 維持所有已興建或今後可能按新批土地契約或任何其後的合同性修改興建的所有建築物於修繕妥當及良好的保養狀態，直至批地年期結束或提前終止而交還為止。

- 批地文件特別條件第(5)條規定：

- 承授人須：

- 於2025年6月30日\*或之前（或署長可批准之其他延長時間），自費以署長批准的方式及物料及標準、水平、位置及設計進行下列工程，以全面達致署長滿意：

- 鋪設及平整在批地文件附錄圖則上以綠色顯示之未來公共道路部份（「**綠色範圍**」）；及

- 提供及興建橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物（「**該等構築物**」）

致使建築、車輛及行人交通可於綠色範圍上進行；

\*備注：根據地政總署屯門地政處日期為2020年10月8日的信函，此日期被更改為2025年12月31日

- 於2025年6月30日或之前（或署長可批准之其他延長時間），自費在綠色範圍鋪設路面、建造路緣及渠道並為其提供署長要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以達致署長滿意；及

- 自費保養綠色範圍，連同該等構築物及所有在該範圍之上或之內興建、設置及提供的構築物、表面、溝渠、下

水道、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以達致署長滿意，直至按批地文件特別條件第(6)條交還綠色範圍的管有權為止。

- 倘若承授人沒有於批地文件特別條件第(5)(a)條所述的指定期限內履行該分條訂明的責任，政府可進行必要的工程，費用由承授人承擔。承授人須在政府要求時向政府支付相等於有關費用的款項，金額由署長決定，而其決定是最終決定並約束承授人。

- 政府毋須就承授人因履行批地文件特別條件第(5)(a)條所述的義務或政府行使此行使批地文件特別條件第(5)(b)條下所載的權利而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損失、損害、滋擾或騷擾的任何索償。

- 批地文件特別條件第(6)條規定茲只限於為推行批地文件特別條件第(5)條訂明的必要工程，承授人須於本批地文件之日，獲授綠色範圍的管有權。綠色範圍須應政府要求交回政府，而無論如何，若署長發出信件表示所有批地文件條件已妥為履行並達致滿意，上述範圍即被視為已於發信當天由承授人交回政府。承授人須在其管有綠色範圍的所有合理時間內允許所有政府及公眾車輛及行人自由出入綠色範圍，並確保有關通行及使用不受根據批地文件特別條件第(5)條進行之工程或其他工程干擾或阻礙。

- 批地文件特別條件第(7)條規定除非獲得署長事先書面同意，承授人不得使用綠色範圍存放物品或搭建任何臨時構築物，又或作進行批地文件特別條件第(5)條指定工程以外用途。

- 批地文件特別條件第(8)條規定：

- 承授人在管有綠色範圍期間，須於所有合理時間：

- 允許政府及署長、其官員、承建商及代理人及署長授權的任何人士有權進出、返回及通過該地段及綠色範圍，以視察、檢查及監督遵照本特別條件第(5)(a)條進行的任何工程，並且進行、視察、檢查及監督按本特別條件第(5)(b)條進行的工程以及綠色範圍內任何其他署長認為必要的其他工程；

- 允許政府及政府授權的相關公用事業公司有權按需要進出、返回及通過該地段及綠色範圍之內、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水管、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供該地段或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體（如有）及其他服務。承授人須與政府及政府妥為授權的相關公用事業公司全面合作，以處理關乎上述擬於綠色範圍內進行的工程之所有事宜；及



- (III) 允許水務監督官員及其授權之其他人士有權按需要進出、返回及通過該地段及綠色範圍，以進行任何關於運作、保養、維修、更換及改動綠色範圍內任何其他水務裝置的工程。
- (ii) 就任何因政府、署長及其官員、承建商及任何其他根據本特別條件第(8)(a)條獲妥為授權的人士或公用事業公司行使權利而起的或隨之而來的任何對承授人或任何其他人士所造成或承授人或任何其他人士所蒙受的損失、破壞、滋擾或干擾，政府、署長及其官員、承建商、代理人及任何其他根據本特別條件第(8)(a)條獲妥為授權的人士或公用事業公司概不承擔任何責任。
- (g) 批地文件特別條件第(13)條規定：
- (i) 承授人可於該地段內搭建、建造和提供經署長書面批准的康樂設施及附屬設施（「設施」）。設施的類型、大小、設計、高度及佈局事前須獲得署長書面批准。
- (ii) 若設施任何部份根據批地文件特別條件第(13)(b)條被豁免計算在總樓面面積上（「豁免設施」）：
- (1) 豁免設施須指定為並構成批地文件特別條件第(21)(a)(v)條所提述的公用地方的一部分；
- (2) 承授人須自費保養豁免設施於修繕妥當及良好的狀況，並運作豁免設施，以達致署長滿意；及
- (3) 豁免設施僅供興建於該地段內已建或擬建的一座或多座住宅樓宇的住客及其真正客人，其他人士不得使用。
- (h) 批地文件特別條件第(15)條規定：
- (i) 承授人應自費提交園景設計總圖予署長批核，述明將會按照批地文件特別條件第(15)(b)條規定在該地段提供園景工程之位置規劃及布局。直至署長以書面批核園景設計總圖和（如需要者）同意根據批地文件特別條款第(14)條規定所訂樹木保育建議書為止，不可在該地段或其任何部份展開地盤平整工程。
- (ii) 承授人應遵照核准園景設計總圖，自費以署長全面滿意的方式在該地段進行園景工程。如非事前獲得署長書面同意，不得更改、修改、修訂、改動或取代核准園景設計總圖。
- (iii) 承授人嗣後應自費以署長滿意的方式進行保養和維修園景工程，確保其安全、清潔、整齊及健康。
- (iv) 根據批地文件特別條件第(15)條而美化的地區須指定為並構成批地文件特別條件第(21)(a)(v)條所提述的公用地區的一部分。
- (i) (i) (1) 批地文件特別條件第(25)(a)(i)及(25)(a)(ii)條規定須於該地段內按指定比率提供車位，供按《道路交通條例》、該地段下的任何附屬規例及任何修訂法例領有牌照及屬於該地段已建或擬建作私人住宅的一座或多座建築物的住客及其真正客人、訪客或獲邀請人士之車輛停泊（「住宅車位」），以達致署長滿意。
- (2) 批地文件特別條件第(25)(a)(iii)條規定須於該地段內按指定比率提供額外車位，供按《道路交通條例》、該地段下的任何附屬規例及任何修訂法例領有牌照及屬於該地段已建或擬建作私人住宅的一座或多座建築物的住客的真正客人、訪客或獲邀請人士之車輛停泊。
- (3) 遵照批地文件特別條件第(25)(a)(i)及(25)(a)(iii)（可能根據批地文件特別條款第(28)條作出調整）提供的車位不可用作該等特別條件規定以外的用途，尤其是不得用作存放、陳列或展示車輛供出售或其他用途或提供車輛清潔及美容服務。
- (ii) (1) 在批地文件特別條件第(25)(a)(i)及(25)(a)(iii)條（可能根據批地文件特別條款第(28)條作出調整）提供的車位中，承授人須遵照建築事務監督所要求及批准的數目保留及指定若干車位，以供按《道路交通條例》、其下的任何附屬規例及任何修訂法例所界定的傷殘人士停泊車輛（如此保留及指定的車位下稱「傷健人士車位」），惟必須最少保留及指定按批地文件特別條件第(25)(a)(iii)條（可能根據批地文件特別條款第(28)條作出調整）提供的車位中最少一個車位作傷健人士車位，及不得指定及保留按批地文件特別條件第(25)(a)(iii)條（可能根據批地文件特別條款第(28)條作出調整）提供的所有車位作傷健人士車位。
- (2) 傷健人士車位除供《道路交通條例》、其下的任何附屬規例及任何修訂法例所界定的傷殘人士並屬於該地段已建或擬建的一座或多座建築物的住客或佔用人及其真正客人、訪客或獲邀請人士停泊車輛外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
- (iii) (1) 批地文件特別條件第(25)(c)(i)條下的電單車車位（「電單車車位」）除供屬於該地段已建或擬建作私人住宅的一座或多座建築物的住客和其真正客人、訪客或獲邀請人士停泊其按《道路交通條例》、其下的任何附屬規例及任何修訂法例領有牌照的電單車外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
- (2) 電單車車位（可能根據批地文件特別條件第(28)條作出調整），除供屬於該地段上已建或擬建作批地文件特別條件第(25)(c)(i)所規定之用途的一座或多座建築物或其一個或多個部分的佔用人及其真正客人、訪客或獲邀請人士停泊其按《道路交通條例》、其下任何附屬規例及任何修訂法例領有牌照的電單車外，不得用作任何其他用途，尤其是不得用作存放、陳列或展示車輛作出售或其他用途或提供車輛清潔及美容服務。
- (j) 批地文件特別條件第(26)(a)條規定須在該地段內按指定比率提供車位供貨車裝卸使用，以達致署長滿意。
- (k) 批地文件特別條件第(27)條規定在該地段內須按指定比率提供空間，用作停泊屬於該地段已建或擬建作私人住宅的一座或多座建築物的住客及其真正客人、訪客或獲邀人士的單車，以達致署長滿意。
- (l) 批地文件特別條件第(32)條規定，經署長根據批地文件特別條件第(25)條（及其可能根據批地文件特別條件第(28)條進行之調整）、第(26)條（及其可能根據批地文件特別條件第(28)條進行之調整）及第(27)條規定批准的佈局圖表明在地段內提供的停車及裝卸空間（「經批准的停車場佈局圖」），或經授權人員認證之經批准的停車場佈局圖副本（根據《建築物條例》之定義及根據其制定的任何法規及其任何修訂）應交付署長存檔。在交付署長存檔前，不得進行任何交易以影響該地段或其任何部分，或在其上豎立或將要豎立的任何建築物或任何建築物的任何部分（根據批地文件特別條件第(20)(c)條規定之租賃協議或租賃或其有關之協議，以及根據批地文件特別條件第(20)(d)條規定之按揭，批地文件特別條件第(24)條規定之轉讓，批地文件特別條件第(37)(a)及(37)(c)條分別規定之分割和交還粉紅色十字斜影藍線範圍，批地文件特別條件第(39)(a)及(39)(c)條分別規定之分割和交還粉紅色藍斜線範圍，或經署長批准的其他交易除外）。經批准的停車場佈局圖上所示的停車及裝卸空間，除用於根據批地文件特別條件第(25)、(26)及(27)條規定之用途外，不得用於任何其他目的。承授人應按照經上述核准圖則保養停車區域、裝卸空間及其他區域，包括但不限於升降機、卸貨、機動及流通區域，除獲署長事先書面許可外，不得更改佈局。除經上述核准圖則上指明的停車場外，地段的任何部分或其上的任何建築物或構築物均不得用於停車用途。
- (m) 根據批地文件特別條件第(35)(a)條，若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否有署長事先書面通知，不論是在該土地內或在任何政府土地上，亦不論是否為開拓、平整或發展該土地或其任何部分或任何其他根據批地文件條件承授人須進行的工程的目的而進行或與之有關連的或是為任何其他目的，承授人須自費進行及建造該等當時或其後必要或有需要之斜坡整理工程、擋土牆或其他支撐、防護或排水系統或附屬或其他工程，以保護及支撐該地段內的該等土地及任何毗鄰或毗連之政府土地或已出租土地，及排除或預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。承授人須於批地文件年期內所有時間自費保持上述土地、斜坡整理工程、擋土牆或其他支撐、防護、排水系統或附



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屬或其他工程修葺良好堅固，達致署長滿意。根據特別條件第(35)(c)條，若於任何時間內由於承授人進行的奠基、平整、開發或其他工程或任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷，承授人須自費還原和修復達致署長滿意，並須就因該等泥土剝落、泥石傾瀉或土地下陷而將會或可能引致、蒙受或招致的任何成本、費用、賠償、要求及索償彌償政府、其代理人及承建商。特別條件第(35)(d)條規定署長有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護、排水系統或附屬或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如承授人忽略或未能在指明期限內遵從該通知達致署長滿意，署長可立即執行和進行任何有需要的工程，而承授人須應要向政府償還該工程的費用連同任何行政或專業費用及收費。

(n) 批地文件特別條件第(36)條規定：

- (i) 承授人須由批地文件之日起36個曆月\*內(或署長可批准之其他延長時間)，自費以食物環境衛生署署長批准的方式及物料及標準、水平、位置和設計進行下列工程，以全面達致署長滿意。於粉紅色十字斜影藍線範圍鋪設、平整、鋪設路面及排水，以及食物環境衛生署署長可全權指定須在粉紅色十字斜影藍線範圍內的行人路、構築物和設施提供及興建一個廁所、一個供指定規模垃圾收集車停放和裝卸垃圾的垃圾收集站(「**結構和設施**」)。

\*備注：根據地政總署屯門地政處日期為2020年10月8日的信函，此日期被更改為2022年6月4日

- (ii) 儘管批地文件特別條件第(2)條另有規定，承授人須在交出粉紅色十字斜影藍線範圍連同構築物及設施之前，根據批地文件特別條件第(37)(c)條規定，自費以署長全面滿意的方式保養和維修在批地文件隨附「圖則I(A)」上分別顯示和標有「現有廁所」和「現有垃圾收集點」的現有廁所和現有垃圾收集站，並允許所有公眾隨時和不受限制地使用現有的廁所和現有的垃圾收集站，免費且不受任何阻礙地供所有人用於所有合法目的。承授人須在交出粉紅色十字斜影藍線範圍連同構築物及設施後，根據批地文件特別條件第(37)(c)條規定自費拆除及移走現有廁所及現有垃圾收集站。

- (iii) 承授人須自費及食物環境衛生署署長在各方面滿意下維持及保持粉紅色十字斜影藍線範圍連同構築物及設施處並維修至良好及妥當的狀況，直至粉紅色十字斜影藍線範圍連同構築物及設施根據批地文件特別條件第(37)(c)條交還政府。

(o) 批地文件特別條件第(37)條規定：

- (i) 承授人須在根據批地文件特別條件第(37)(c)條規定交還粉紅色十字斜影藍線範圍連同構築物及設施之前，自費簽訂載

有署長要求或以書面批准的格式和條文的分割契約，以分割粉紅色十字斜影藍線範圍。承授人須自費於土地註冊處以《註冊摘要》註冊分割契約。辦妥前述註冊之前，不可進行任何涉及該地段或其任何部分或該處已建或擬建任何建築物或任何建築物部分的交易(根據批地文件特別條件第(20)(d)條規定之建築按揭、根據批地文件特別條件第(24)條規定之轉讓、根據批地文件特別條件第(39)(a)及(39)(c)條規定之分割及交還粉紅色十字斜影藍線範圍或經署長批准的其他交易除外)。

- (ii) 除了按批地文件特別條件第(20)(d)條、第(24)條及第(37)(c)條所述外，承授人不得將粉紅色十字斜影藍線範圍或其任何部分或其內任何產權轉讓、抵押、押記、分租、放棄管有或以任何其他形式作出產權處置。

- (iii) 承授人須在署長全權酌情要求時自費向政府交還及交回不受產業負擔影響的粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施的空置管有權，而政府無需支付任何代價、款項或賠償予承授人，惟政府並無責任應承授人的要求而接受交還粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施，並且只會在其認為適當時才接受。為了此目的，承授人須自費並在署長指定的時間內簽署土地交還契據及任何其他文件，其格式及所載條文須由署長批准或規定。承授人無權對交還或署長決定不要求交還而直接或間接產生或有關的任何損失、損害賠償或補償向政府索償。

- (iv) 承授人同意並接受在根據批地文件特別條件第(37)(c)條交還粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施後，若開發或重新開發該地段或其中任何部分，上述交還的區域不能列入計算批地文件特別條件第(11)(d)條指定的總上蓋面積。就計算批地文件特別條件第(11)(d)條指定的總上蓋面積時任何該地段面積的減少，政府對此概不承擔任何責任，承授人亦不得針對政府要求索償或退還地價或作任何其他要求。

- (v) 承授人同意並接受在根據批地文件特別條件第(37)(c)條交還粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施後，因為該地段的面積之減少或其他原因，承授人在開發或重新開發該地段或其中任何部分時或未能獲得根據批地文件特別條件第(11)(c)條准許的最大總樓面面積。政府對此概不承擔任何責任，承授人亦不得就未能獲得根據批地文件特別條件第(11)(c)條准許的最大總樓面面積針對政府要求索償或退還地價或作任何其他要求。

(p) 批地文件特別條件第(38)條規定：

- (i) 除非獲得署長事先書面同意，除邊界牆或圍欄外，不得在

粉紅色斜影藍線範圍上、之上、下、之下或之內，均不得豎立、建造或放置任何建築物或構築物或任何建築物或構築物而設的支撐物。

- (ii) 承授人須自費維修和保養粉紅色斜影藍線範圍以及構成粉紅色斜影藍線範圍的一部分或與其相關的所有事物在安全、清潔、整齊、整潔及健康狀況直至粉紅色斜影藍色範圍全部根據批地文件特別條件第(39)(c)條規定交還給政府，並全面達致署長滿意。

- (q) 批地文件特別條件第(41)條規定承授人須自費並在令署長滿意的各方面保養和維修現有人行道和現有車輛通道，並允許所有公眾隨時和不受限制地使用現有人行道和現有車輛通道及免費且不受任何阻礙地供所有人用於所有合法目的，除非且直至承授人須(i)完成地段的地段的形成，這些部分在批地文件隨附「圖則I(A)」中分別顯示為粉紅色斜影紅線範圍和粉紅色十字斜影紅線範圍(「**粉紅色斜影紅線範圍**」和「**粉紅色十字斜影紅線範圍**」)。根據批地文件特別條件第(42)(a)和(43)(a)條，並允許所有公眾使用分別根據批地文件特別條件第(42)(b)及(43)(b)條設立粉紅色斜影紅線範圍及粉紅色十字斜影紅線範圍；(ii)完成署長可能同意的對現有行人路和現有車輛通道的臨時改道。

(r) 批地文件特別條件第(42)條規定：

- (i) 承授人須：

- (1) 於2025年6月30日\*或之前(或署長可能批准的其他延長期限)，自費並且使用按照署長批准的方式及物料及標準、水平、位置、寬度和設計，並在令署長滿意的情況下鋪設、塑造、鋪設路面和進行環境美化粉紅色斜影紅線範圍，並在其上提供和建造此類溝渠、人行道、道路、下水道、消火栓的排水管以及與水管連接的管道、路燈、交通輔助設施、隔音屏障及署長全權酌情要求的其他構築物(「**鋪路構築物**」)，以便車輛及行人交通可在粉紅色斜影紅線範圍內進行；及

\*備注：根據地政總署屯門地政處日期為2020年10月8日的信函，此日期被更改為2025年12月31日

- (2) 在批地文件同意的整個批地期限內，自費維護、保養及維修粉紅色斜影紅線範圍連同鋪路構築物並維修至良好及妥當的狀況，令署長滿意。

- (ii) 在根據批地文件特別條件第(42)(a)條建成粉紅色斜影紅線範圍後，承授人須自費准許所有公眾人士(包括但不限於新界屯門所有在土地註冊處已知並登記為丈量約份第379約份地段第319、320、334號的土地承租人、擁有人、居民及佔用人，及他們的真正客人、訪客、獲邀請人士、獲許可的人士，以及地段附近當地村莊的村民及住客，及他們的真正



## 批地文件的摘要 Summary of land grant

客人、訪客、獲邀請人士、獲許可的人士)在任何時候，免費且不受任何阻礙地供所有人用於所有合法目的，在粉紅色斜影紅線範圍之上沿途通行往返。就本特別條款而言，署長對怎麼構成為附近當地村莊有最終決定權，並對承授人具有約束力。

### (s) 批地文件特別條件第(43)條規定：

#### (i) 承授人須：

- (1) 於2025年6月30日\*或之前(或署長可能批准的其他延長期限)，自費並且使用按照署長批准的材料和標準、水平、對齊、寬度和設計，並在令署長滿意的情況下在粉紅色十字斜影紅線範圍鋪設、塑造和建造行人道，並在其上提供署長全權酌情要求的出入口台階、樓梯、坡道、照明和其他結構(「**行人道結構**」)以便在粉紅色十字斜影紅線範圍內進行行人交通；及

\*備注：根據地政總署屯門地政處日期為2020年10月8日的信函，此日期被更改為2025年12月31日

- (2) 在批地文件同意的整個批地期限內，自費維護、保養及維修粉紅色十字斜影紅線範圍連同行人道結構並維修至良好及妥當的狀況，令署長滿意。

#### (ii) 在根據批地文件的特別條件第(43)(a)條建成粉紅色十字斜影紅線範圍後，承授人須自費准許所有公眾人士，免費且不受任何阻礙地供所有人用於所有合法目的，通行、行經及往返粉紅色十字斜影紅線範圍。

- (t) 批地文件特別條件第(44)條規定承授人須依照署長全權酌情指定，自費以署長滿意的方式在批地文件隨附圖則I(A)以綠色間黑斜線顯示的範圍(「**綠色斜線黑線範圍**」)進行及完成土力勘探工程和斜坡處理、山泥傾瀉預防、減緩及補救工程。此外，承授人並須在本文協定的整個批租年期內，自費以署長滿意的方式維修綠色斜線黑線範圍，以保持其維修充足及狀態良好，包括在該處執行所有土地、斜坡處理工程、護土結構、排水及其他工程。倘於本文協定的批租年期內任何時間於綠色斜線黑線範圍發生山泥傾瀉、地陷或滑土，承授人須以署長滿意的方式自費還原及修復綠色斜線黑線範圍和署長認為(其決定將作終論並對承授人約束)同樣受影響的任何毗連或毗鄰地方。如因山泥傾瀉、地陷或滑土招致或引起任何索償、訴訟、費用、損害及開支，承授人須向政府、其代理及承辦商作出賠償。此外，承授人並須時刻確保無任何人等在綠色斜線黑線範圍非法挖掘或傾倒廢物。如事前獲署長書面批准，承授人可架設圍欄或其他屏障防止非法挖掘或傾倒廢物的活動。倘有違反批地條款的情況，署長除可行使任何其他應有權利或補償權外，並可隨時以書面通知承授人執行此等土力勘探工程及斜坡處理、山泥傾瀉預防、減緩及補救工程，並且維修、還原和修復任何受

山泥傾瀉、地陷或滑土影響的土地、構築物或工程。倘承授人疏忽或不按照通知在通知指定期限內以署長滿意的方式採取措施，署長可即時執行及進行任何必要工程，承授人須在政府通知時償付相關的費用。

- (u) 批地文件特別條件第(51)條規定承授人須在任何時候，尤其在進行建築、保養、翻新或維修工程(「**工程**」)期間，採取或促使他人採取一切合理及足夠的謹慎、技巧及預防措施，避免對該地段或綠色範圍或該等任何部分或綠色斜影黑線範圍或它們的任何組合或其任何部分的或其之上、上面、之下或毗鄰的任何政府擁有或其他現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或其他工程或裝置(「**服務**」)造成任何損壞、干擾或阻塞。承授人在進行任何工程之前須進行或促使他人進行適當的勘測及必要的查詢以確定服務的位置及水平，並提交處理任何可能受工程影響的服務的書面建議給署長，供他全面審批，及不得在取得署長對工程及上述建議的書面批准前進行任何工程。承授人須遵守及自費履行署長於批准上述建議時對服務施加的任何要求，包括承擔任何必要的改道、重鋪或修復的費用。承授人須自費全面維修、復原及修復因工程而對該地段或綠色範圍或綠色斜影黑線範圍或它們的任何組合或該等部分或任何服務以任何方式造成的任何損壞、干擾或阻塞(除非署長另作選擇，明渠、污水渠、雨水渠或總水喉須由署長負責修復，而承授人須應要向政府支付上述工程費用)，以達致署長滿意。倘若承授人未能對該地段或綠色範圍或綠色斜影黑線範圍或它們的任何組合或該等部分或任何服務以任何方式進行該等必要的改道、重鋪、維修、復原及修復工程以達致署長滿意，署長可進行他認為必要的該等改道、重鋪、維修、復原或修復工程，而承授人須應要向政府支付上述工程費用。

#### (v) 批地文件特別條件第(52)條規定：

- (i) 承授人須自費興建及維持該地段邊界內或政府土地內署長認為必要的排水渠及渠道，並達致署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，及如因雨洪或雨水造成損害或滋擾而引起或招致任何訴訟、索償及要求，承授人需獨力承擔責任並向政府及其職員作出彌償。

#### (w) 批地文件特別條件第(53)條規定：

- (i) 承授人該地段附近並無可接駁的政府污水渠。承授人須自費在該地段內，以署長全面滿意的形式建造、提供、運作、保養和修理污水處理工程及排放設施。
- (ii) 當該地段附近已鋪設可供使用的政府污水渠時，承授人須自費以署長全面滿意的方式、物料及標準，更改該地段內的污水渠或建造新的污水渠或兩者，以使其接駁至政府污水渠。

- (iii) 批地文件特別條件第(54)條所指接駁該地段內污水渠至政府污水渠的工程完竣後，承授人可自行自費拆卸和清拆批地文件特別條件第(53)(a)條所指的污水處理工程及排放設施，上述拆卸及清拆工程必須以署長全面滿意的方式執行及完成。

- (iv) 儘管批地文件載有其他條款和條件，政府對附近任何政府污水渠的鋪設、完工或以其他形成提供政府污水渠及其完工時間，概不承擔任何責任，也不提供任何暗示或明示的保證。承授人特此向政府賠償並保證政府免於承擔所有因承授人在特別條件第(53)(a)和(b)條下的義務及承授人在特別條件第(53)(c)條下拆卸和清拆污水處理工程及排放設施而直接或間接產生的任何責任、索賠、費用、要求、訴訟或訴訟程序。

#### (x) 批地文件特別條件第(54)條規定：

連接該地段的任何排水渠及污水渠至政府的雨水渠及污水渠的工程(當已鋪設及受委託)可由署長進行，署長無須就因此等工程對承授人造成的損失或損害負責，而承授人須應要向政府支付上述連接工程的費用。或者，該等連接工程亦可由承授人自費進行，以達致署長滿意，而在該種情況下，該等連接工程任何一段若在政府土地內修建，須由承授人自費保養，直至政府要求時由承授人移交給政府，由政府出資負責往後的保養，而承授人須應要向政府支付上述連接工程的技術檢查之費用。倘若承授人沒有維修建在該政府土地內的上述連接工程的任何一段，署長可以進行其認為必要的維修工程，而承授人須應要向政府支付上述工程費用。

### 6. 對買方造成負擔的租用條件：

- (a) 批地文件特別條件第(2)條規定，承授人確認於本合約之日，尚有一些建築物、構築物及地基存在於該地段(「**現有構築物**」)。茲毋損批地文件一般條件第(2)條及第(3)條的一般規定，承授人將被視為滿意及接受該地段於本批地文件之日受限於現有構築物的存在，承授人不得就此或因此作出或提出任何性質的反對或索償。承授人須承擔自費拆除和移走現有構築物(「**拆除工程**」)，以全面達致署長滿意。因現有構築物之存在或承授人隨後的拆除工程而致承授人蒙受損失、損害、滋擾或干擾，政府概不承擔任何責任。承授人須就所有直接或間接由現有構築物之存在或隨後的拆除工程引起或與之有關之所有責任、損失、索償、費用、索求、訴訟及其他法律程序作出彌償及確保其獲得彌償。

- (b) 批地文件一般條件第(4)條規定承授人須就任何違反批地文件的條件所引致或任何署長認為(其意見為最終決定並對承授人具約束力)因該地段的使用或其任何部分的建設或重建或該地段的任何活動或承授人在該地段的任何工程(不論該等使用、建設或重建、活動或工程是否符合或違反批地文件的條件)而對任何相鄰或毗連土地或該地段造成的損壞或土壤和地下水污染所引致的一切法律行動、訴訟、責任、要求、費用、開支、損



失（不論財務或其他）及索償對政府作出彌償及確保其獲得彌償。

(c) 批地文件特別條件第(14)條規定未經署長事先書面同意下，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件。

(d) 批地文件特別條件第(30)條規定，住宅車位及住宅電單車車位不得：

(i) 轉讓，除非：

(1) 連同該地段的不可分割份數（賦予該地段上已建或擬建的一座或多座建築物住宅單位的專有使用權及管有權）一併轉讓；或

(2) 轉讓予已經是該地段不可分割份數擁有人的人士，而該人士就該地段已建或擬建的一座或多座的建築物住宅單位擁有專有使用權及管有權；或

(ii) 出租，除非租予該地段上已建或擬建的一座或多座的建築物住宅單位的住客。

惟無論如何，不得向該地段上已建或擬建的一座或多座的建築物的任何一個住宅單位的業主轉讓或向該地段上已建或擬建的一座或多座的建築物的任何一個住宅單位的住客出租總共超過三個住宅車位及住宅電單車車位。

(e) 批地文件特別條件第(45)(c)規定政府、水務署、其官員、承建商、其工人及任何獲其授權的人士，不論是否備有工具、設備、機器或汽車，均有權不受限制自由隨時進出、往返及或再經過該地段或其任何部分，以按水務監督官員要求或授權視察、操作、保養、維修及翻新經過或通過水務專用範圍或其下面的任何或所有政府水管、閘、閘井或沙井及和政府總水管有關的裝置。批地文件特別條件(45)(d)規定政府、水務署、其官員、承建商、其工人及任何獲其授權的人士毋須就其行使本特別條件(c)分條所載的權利而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損失、損害、滋擾或騷擾的任何索償。批地文件特別條件(45)(e)規定如承授人要求將水務專用範圍內鋪設的政府總水管改道，政府總水管須改道至該地段於批地文件隨附「圖則1(B)」顯示的藍邊範圍。承授人須在進行改道工程前，將擬定路線以書面形式呈交水務監督官員批准，而有關的政府總水管重置成本則由承授人承擔。在獲得水務監督官員事先書面同意的情況下，該服務及鋪路構築物可鋪設、架設、建造或放置在藍邊範圍之上、上方、之下、下方、之中或之內。在完成政府總水管的改道並令水務監督官員滿意後，該地段之上、上方、之下、下方、之中或之內曾鋪設了政府總水

管或其任何部分但由於改道已拆除的任何部分，將不再是水務專用範圍，而位於藍邊範圍之上、上方、之下、下方、之中或之內的政府總水管或其任何被重新安置或鋪設的部分將成為水務專用範圍。水務監督官員關於該地段的哪一部分不再是或成為水務專用範圍的一部分的決定應為最終決定，並對承授人具有約束力。批地文件特別條件(45)(f)規定倘於批授的年內，如因承授人造成損害或承授人、其雇員、工人及承建商於該地段中、上、下、內或跨越該處進行其他活動，以致需要修理和還原任何經過或通過水務專用範圍或其下面的任何或所有政府水管、閘、閘井或沙井及和政府總水管有關的裝置，承授人須在政府通知時向政府支付上述修理和還原工程的費用，此外並須就由此招致的索償、訴訟或索求向政府賠償和確保其免責。

(f) 批地文件特別條件第(46)(a)(ii)規定即使本特別條件第(46)(a)(i)條之規定，如事前獲得署長書面同意及受制於署長制訂的該等條款與條件的情況下，承授人方可於渠務專用範圍興建或批准興建一個或多於一個小型結構物，惟倘及當署長要求，承授人須自費於署長指定期限內並令署長全面滿意移除或拆除此等結構物或多於一個結構物並恢復渠務專用範圍原狀。如承授人未能在指定期限內或按緊急情況所需進行上述移除、拆除及恢復工程，署長可進行必需的工程而承授人須在接獲通知時向政府支付有關工程的費用。批地文件特別條件第(46)(b)條規定政府、署長、其官員及獲其妥為授權的人士、承建商、其工人（以下統稱「**授權人士**」）不論有否帶同工具、裝備、機械或汽車，有權於所有時候不受限制通行、進出、往返及行經該地段，以便因應署長所要求或授權鋪設、視察、修理及保養貫穿、通過渠務專用範圍或其下的排水渠、污水渠、渠道、排水系統及其他系統（以下統稱「**公共設施**」）。任何可妨礙公共設施通路或引致其超出負擔的物件或物質（不論其性質）概不能放置於渠務專用範圍。在署長認為於渠務專用範圍存在物件或物質可妨礙公共設施通路或引致其超出負擔（其意見為最終的決定及對承授人具有約束力），署長有權以書面通知要求承授人於署長指明時限內，自費及令署長全面滿意拆卸和移除該等物件或物質及恢復渠務專用範圍原狀。如承授人忽視或未能於指定時段內遵從該通知，或按緊急情況所需，署長可進行其認為需要的該等拆卸、移除和復原工程而承授人須應政府要求向政府支付有關工程的費用。

(g) 批地文件特別條件第(47)條規定：

(i) 承授人須於批地文件之日起計6個曆月內（或署長批准的其他延期內），就有關該地段的發展上所有建議的工程，自費向署長提交或安排提交一份渠務影響評估書（「**渠務影響評估書**」），載有署長可能要求的資料及細項，包括但不限於因發展該地段而引起的所有不利排污影響，以及緩解措施、改善工程和其他措施和工程的建議。

(ii) 承授人須自費在渠務署署長規定的期限內實施獲渠務署署長批准的渠務影響評估書內的建議，以達致渠務署署長在各方

面滿意。

(h) 批地文件特別條件第(49)條規定如該地段或其任何部分的發展或重建已安裝預應力地錨，承授人須自費對預應力地錨整個使用期限內進行定期維修及監察，以達致署長滿意，並且在署長不時全權酌情要求時提交上述維修及監察的報告及資料。如承授人忽略或未能執行規定的監察工程，署長可即時執行和進行監察工程，承授人必須應要向政府償還有關的費用。

(i) 批地文件特別條件第(50)條規定：

(i) 倘若從該地段或從其他受該地段的任何發展所影響的區域有泥土、廢土、瓦礫、建築廢料或建材（「**廢料**」）遭侵蝕、流入或傾倒至公共巷徑或道路或路渠或路渠上、前濱或海床、污水渠、雨水渠或明渠或其他政府產業（「**政府產業**」），承授人須自費清理該等廢料並修復對政府產業造成的損壞。承授人須就該等侵蝕、流入或傾倒對私人產業造成的任何損壞或滋擾所引致的一切訴訟、索償及要求對政府作出彌償。

(ii) 儘管批地文件特別條件第(50)(a)條另有規定，署長可以（惟沒有責任）應承授人要求清理該等廢料並修復對政府產業造成的損壞，而承授人須應要向政府支付上述工程費用。

(j) 批地文件一般條件第10條規定，當承授人未能或忽略履行或遵守批地文件的任何條件，政府有權收回及重新管有舊地段，並收回該地段或其任何該等部分或已建或擬建於該地段的建築物、搭建物及工程及取回其管有權，或其任何該等部分的建築物、搭建物及工程，批地文件及承授人的權利將完全地停止或終止（就該部分而言，如果重新進入僅針對一部分），惟政府就違反、不遵守或不執行批地文件之條件的任何權利、濟助及申索將不受影響。

備註：

- 根據批地文件特別條件第(37)(c)及(39)(c)條規定，粉紅色十字斜影藍線範圍和粉紅色斜影藍線範圍分別是根據在土地註冊處以註冊摘要第21030800470011號註冊的地契，由屯門市地段第463號分割而成。它不構成發展項目所在地段的一部分，在交還政府前將由賣方修理。
- 本節所載的「承授人」指批地文件訂明的「買方」，如上下文意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。
- 請參閱批地文件以了解全部詳情。完整的批地文件文本可於售樓處營業時間作出要求後免費查閱，並可在支付所需影印費後取得批地文件之複印本。



1. The Development is constructed on Tuen Mun Town Lot No.463 (“**the Lot**”) which is held under New Grant No.22698 dated 5th December 2018 as varied or modified by an extension letter dated 8th October 2020 (“**the Land Grant**”).
2. The Lot is granted for a term of 50 years commencing from 5th December 2018.
3. User restrictions applicable to that land:
  - (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 private residential purposes.
  - (b) 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.
4. Facilities that are required to be constructed and provided for the Government, or for public use:
  - (a) Such portions of future public roads as shown coloured green on the plan annexed to the Land Grant which are required to be laid and formed by the Grantee (“**the Green Areas**”); and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands (“**the Director**”) may in his sole discretion require to be provided and constructed by the Grantee (collectively “**the Structures**”) so that building, vehicular and pedestrian traffic may be carried on the Green Areas.
  - (b) The areas shown coloured pink cross-hatched blue on the plan annexed to the Land Grant which are required to be laid, formed, surfaced and drained by the Grantee (“**the Pink Cross-Hatched Blue Area**”); and a latrine, a refuse collection point and a space for the parking and refuse loading operation of refuse collection vehicles, and such pavements, structures and facilities as the Director of Food and Environmental Hygiene in his sole discretion may require which are required to be provided and constructed by the Grantee (collectively “**the Structures and Facilities**”) within the Pink-Cross Hatched Blue Area.
  - (c) The areas shown coloured pink hatched red on the plan annexed to the Land Grant which are required to be laid, formed, surfaced and landscaped by the Grantee (“**the Pink Hatched Red Area**”); and such culverts, pavements, roads, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic aids, noise barriers and other structures as the Director may in his sole discretion require to be provided and constructed by the Grantee (collectively “**the Paved Way Structures**”) so that vehicular and pedestrian traffic may be carried on the Pink Hatched Red Area.
  - (d) Pedestrian walkways on the area as shown coloured pink cross-hatched red on the plan annexed to the Land Grant are required to be laid, formed and constructed by the Grantee (“**the Pink Cross-**

**Hatched Red Area**”); and such access steps, stairways, ramps, lightings and other structures as the Director may in his sole discretion require to be provided by the Grantee (collectively “**the Walkway Structures**”) so that pedestrian traffic may be carried on the Pink Cross-Hatched Red Area.

- (e) Diversion of the Government water mains to that portion of the Lot shown edged blue on Plan I(B) annexed to the Land Grant (referred to as “**the Edged Blue Area**”) to be carried out by the Grantee to the satisfaction of the Water Authority if diversion of the Government water mains laid within the Waterworks Reserve Area is required by the Grantee.
5. The Grantee’s obligation to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:
  - (a) The Grantee shall develop the Lot by the erection thereon of a building or buildings complying in all respects with the Land Grant 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 building(s) to be completed and made fit for occupation on or before the 30 June 2025\*.

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (b) General Condition No.6(a) of the Land Grant stipulates that the Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in General Condition No.6(b) of the Land Grant) in accordance with the Land Grant:
  - (i) maintain all buildings in accordance with the approved design, disposition and height 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 the Land Grant 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.

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

- (i) The Grantee shall:
  - (1) on or before the 30 June 2025\* (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
    - (I) lay and form those portions of future public roads as shown coloured green on the plan annexed to the Land

Grant (“**the Green Areas**”); and

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

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

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office/ Tuen Mun of the Lands Department dated 8 October 2020.

- (2) on or before the 30 June 2025 (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (3) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered in accordance with Special Condition No.(6) of the Land Grant.
- (ii) In the event of the non-fulfilment of the Grantee’s obligations under Special Condition No.(5)(a) of the Land Grant within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (iii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under Special Condition No.(5)(a) of the Land Grant or the exercise of the rights by the Government under Special Condition No.(5)(b) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) Special Condition No.(6) of the Land Grant stipulates that for the purpose only of carrying out the necessary works specified in Special Condition No.(5) of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Green Areas.



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

(e) Special Condition No.(7) of the Land Grant stipulates that the Grantee shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(5) of the Land Grant.

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

(i) The Grantee shall at all reasonable times while he is in possession of the Green Areas:

(I) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the Lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Areas;

(II) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the Lot and the Green Areas as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas; and

(III) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the Lot and the

Green Areas as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas.

(ii) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under Special Condition (8)(a) of the Land Grant shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under Special Condition (8)(a) of the Land Grant.

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

(i) The Grantee may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto (“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.

(ii) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to Special Condition No.(13)(b) of the Land Grant (“**the Exempted Facilities**”):

(1) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(21)(a)(v) of the Land Grant;

(2) the Grantee 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

(3) 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.

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

(i) The Grantee shall at his own expense submit to the Director of Planning 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 Special Condition No.(15)(b) of the Land Grant. No site formation works shall be commenced on the Lot or any part thereof until consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No.(14) of the Land Grant.

(ii) The Grantee shall at his own expense landscape the Lot in

accordance with the approved landscape master plan in all respects to the satisfaction of the Director of Planning 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 of Planning.

(iii) The Grantee 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 of Planning.

(iv) The area or areas landscaped in accordance with Special Condition No.(15) of the Land Grant shall be designated as and form part of the Common Areas referred to in Special Condition No.(21)(a)(v) of the Land Grant.

(i) (1) Special Condition Nos.(25)(a)(i) and (25)(a)(ii) of the Land Grant stipulate that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (“**the Residential Parking Spaces**”) at prescribed rates.

(2) Special Condition No.(25)(a)(iii) of the Land Grant stipulates that additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the Lot shall be provided within the Lot to the satisfaction of the Director at a prescribed rate.

(3) The spaces provided under Special Condition Nos.(25)(a)(i) and (25)(a)(iii) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(ii) (1) Out of the spaces provided under Special Condition Nos. (25)(a)(i) and (25)(a)(iii) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “**the Parking Spaces for Disabled Persons**”) as the Building Authority may require and approve provided that a minimum of one space shall be

so reserved and designated out of the spaces provided under Special Condition No.(25)(a)(iii) of the Land Grant (as may be varied under Special Condition No.(28) of the Land Grant) and that the Grantee shall not designate or reserve all of the spaces provided under Special Condition No.(25)(a)(iii) of the Land Grant (as may be varied under Special Condition No.(28) of the Land Grant) to become the Parking Spaces for Disabled Persons.

- (2) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents 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.
- (iii) (1) Special Condition No.(25)(c)(i) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation 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 (“**the Motor Cycle Parking Spaces**”) at prescribed rates.
- (2) The Motor Cycle Parking Spaces (as may be varied under Special Condition No.(28) of the Land Grant”) shall not be used for any purpose other than for the purpose set out in Special Condition (25)(c)(i) of the Land Grant 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.
- (j) Special Condition No.(26)(a) of the Land Grant stipulates that spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a prescribed rate.
- (k) Special Condition No.(27) of the Land Grant 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 building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees at a prescribed rate.
- (l) Special Condition No.(32) of the Land Grant stipulates that a plan approved by the Director indicating that layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Condition Nos.(25) (as may be varied under Special Condition No.(28) of the Land Grant), (26) (as may be varied under Special Condition No.(28) of the Land Grant) and (27) of the Land Grant, or a copy of such plan certified by an

authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No.(20)(c) of the Land Grant, a building mortgage under Special Condition No.(20)(d) of the Land Grant, the assignment under Special Condition No.(24) of the Land Grant, the carving out and surrender of the Pink Cross-Hatched Blue Area respectively under Special Conditions Nos.(37)(a) and (37)(c) of the Land Grant, the carving out and surrender of the Pink Hatched Blue Areas respectively under Special Conditions Nos.(39)(a) and (39)(c) of the Land Grant or such other transactions as the Director may approve) affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (25), (26) and (27) of the Land Grant. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the Lot or any building or structure thereon shall be used for parking purposes.

- (m) Special Condition No.(35)(a) of the Land Grant provides that where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Grantee under the Land Grant, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term of the Land Grant 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. Special Condition No.(35)(c) provides that in the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

Special Condition No.(35)(d) provides that the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

- (n) Special Condition No.(36) of the Land Grant stipulates that :-
  - (i) the Grantee shall within 36 calendar months from the date of the Land Grant\* (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director of Food and Environmental Hygiene shall approve and in all respects to the satisfaction of the Director lay, form, surface and drain the Pink Cross Hatched Blue Area and provide and construct a latrine, a refuse collection point at a specified scale for the parking and refuse loading operation of refuse collection vehicles, and such pavement, structures and facilities as the Director of Food and Environment Hygiene in his sole discretion may require (“**the Structures and Facilities**”) within the Pink Cross-Hatched Blue Area.
  - \*Note: The date has been amended to 4 June 2022 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.
  - (ii) Notwithstanding Special Condition No.(2) of the Land Grant, the Grantee shall, prior to the surrender of the Pink Cross-Hatched Blue Area together with the Structures and Facilities in accordance with Special Condition No.(37)(c) of the Land Grant, at his own expense and in all respects to the satisfaction of the Director keep and maintain an existing latrine and an existing refuse collection point respectively shown and marked “EXISTING LATRINE” and “EXISTING REFUSE COLLECTION POINT” on PLAN 1(A) annexed to the Land Grant and permit all members of the public at all times and unrestricted use of the existing latrine and the existing refuse collection point for all lawful purposes free of costs and without hindrance. The Grantee shall demolish and remove at his own expense and existing latrine and the existing refuse collection point after the surrender of the Pink Cross-Hatched Blue Area together with the Structures and Facilities in accordance with Special Condition No.(37)(c) of the Land Grant.
  - (iii) The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Food and Environment Hygiene maintain and keep the Pink Cross-Hatched Blue Area together with the Structures and Facilities in good and substantial repair and condition until such time as the Pink Cross-Hatched Blue Area together with the Structures and Facilities shall have been



surrendered to the Government in accordance with Special Condition No.(37)(c) of the Land Grant.

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

- (i) The Grantee shall, prior to the surrender of the Pink Cross-Hatched Blue Area together with the Structures and Facilities in accordance with Special Condition No.(37)(c), at his own expense carve out the Pink Cross-Hatched Blue Area by way of a deed poll in such form and containing such provisions as the Director shall require or approve in writing. The deed poll shall be registered by the Grantee at his own expense by Memorial in the Land Registry. No transaction (except a building mortgage under Special Condition No.(20)(d) of the Land Grant, the assignment under Special Condition No.(24) of the Land Grant, the carving out and surrender of the Pink Hatched Blue Areas respectively under Special Conditions Nos.(39)(a) and (39)(c) of the Land Grant or such other transactions as the Director may approve) affecting the Lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration.
- (ii) Save and except as provided in Special Conditions Nos.(20)(d), (24) and (37)(c) of the Land Grant, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Pink Cross-Hatched Blue Area or any part thereof or any interest therein.
- (iii) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept the surrender of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall, at his own expense and within such time as maybe specified by the Director, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever arising whether directly or indirectly out of or in connection with the surrender or the Director's decision not to call for the surrender.
- (iv) The Grantee agrees and accepts that upon development or redevelopment of the Lot or any part thereof after the surrender of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities pursuant to Special Condition No.(37)(c), any area or areas so surrendered shall not

be taken into account for the purpose of calculating the total site coverage stipulated in Special Condition No.(11)(d) of the Land Grant. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise against the Government in respect of any such reduction in the area of the lot for the purpose of calculating the total site coverage stipulated in Special Condition No.(11)(d) of the Land Grant.

- (v) The Grantee agrees and accepts that upon development or redevelopment of the Lot or any part thereof after the surrender of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities pursuant to Special Condition No.(37)(c), due to the reduction in the area of the lot or otherwise, the Grantee may not be able to attain the maximum gross floor area permitted under Special Condition No.(11)(c) of the Land Grant. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise against the Government, if the maximum gross floor area permitted under Special Condition No.(11)(c) of the Land Grant cannot be attained.
- (p) Special Condition No.(38) of the Land Grant stipulates that:-
- (i) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the Pink Hatched Blue Areas except boundary walls or fences of both.
  - (ii) The Grantee shall at his own expense and in all respects to the satisfaction of the Director maintain and keep the Pink Hatched Blue Areas and everything forming a portion of or pertaining to the Pink Hatched Blue Areas in a safe, clean neat, tidy and healthy condition until such time as the whole of the Pink Hatched Blue Areas shall have been surrendered to the Government in accordance with Special Condition No.(39)(c) of the Land Grant.
- (q) Special Condition No.(41) of the Land Grant stipulates that the Grantee shall at his own expenses and in all respects to the satisfaction of the Director keep and maintain the existing footpaths and the existing vehicular access and permit all members of the public at all times and unrestricted use of the existing footpaths and the existing vehicular access for all lawful purposes free of cost and without hindrance unless and until the Grantee shall (i) complete the formation of those portions of the lot respectively shown coloured pink hatched red and pink cross hatched red on PLAN I(A) annexed to the Land Grant (“**the Pink Hatched Red Area**” and “**the Pink Cross Hatched Red Areas**”) in accordance with Special Conditions Nos.(42)(a) and (43)(a) of the Land Grant and permit all members of the public to use the Pink Hatched Red Area and the Pink Cross-Hatched Red Areas respectively in accordance with Special Conditions Nos.(42)(b) and (43)(b) of the Land Grant; or (ii) complete such temporary diversion of the existing footpaths and the

existing vehicular access as may be agreed by the Director.

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

(i) The Grantee shall:

- (1) on or before the 30 June 2025\* (or such other extended periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment, width and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form, surface and landscape the Pink Hatched Red Areas and provide and construct thereon such culverts, pavements, roads, sewers, drains fire hydrants with pipes connected to water mains, street lights, traffic aids, noise barriers and other structures as the Director in his sole discretion may require (“**the Paved Way Structures**”) so that vehicular and pedestrian traffic may be carried on the Pink Hatched Red Area; and

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (2) throughout the term as agreed in the Land Grant to be granted at his own expense uphold, maintain and repair the Pink Hatched Red Area together with the Paved Way Structures in good and substantial repair and condition to the satisfaction of the Director.

- (ii) Upon completion of the formation of the Pink Hatched Red Area in accordance with Special Condition (42)(a) of the Land Grant, the Grantee shall at his own expense permit all members of the public (including but not limited to the lessees, owners, residents and occupiers of all those pieces or parcels of ground in Tuen Mun, New Territories known and registered in the Land Registry as Lot Nos.319, 320 and 334 all in Demarcation District No.379, their bona fide guests and visitors, invitees and licensees, and the villagers and residents of the local villages in the vicinity of the Lot, their bona fide guests and visitors, invitees and licensees) at all times and for all lawful purposes free of cost and without hindrance to pass and repass with or without vehicles on, along, over, by and through the Pink Hatched Red Area. For the purpose of this Special Condition, the decision of the Director as to what constitutes a local village in the vicinity of the Lot shall be final and binding upon the Grantee.

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

(i) The Grantee shall:

- (1) on or before 30 June 2025\* (or such other extended periods as may be approved by the Director), at his own



expense, in such manner, with such materials and to such standards, levels, alignment, width and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form and construct pedestrian walkways on the Pink Cross-Hatched Red Areas and provide thereon such access steps, stairways, ramps, lightings and other structures as the Director in his sole discretion may require (“**the Walkway Structures**”) so that pedestrian traffic may be carried on the Pink Cross-Hatched Red Areas; and

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (2) throughout the term as agreed to be granted at his own expense uphold, maintain and repair the Pink Cross-Hatched Red Areas together with the Walkway Structures in good and substantial repair and condition to the satisfaction of the Director.
- (ii) Upon completion of the formation of the Pink Cross-Hatched Red Areas in accordance with Special Condition (43)(a) of the Land Grant, the Grantee shall at his own expense permit all members of the public at all times and for all lawful purposes free of cost and without hindrance to pass and repass on foot over, along on or by and through the Pink Cross-Hatched Red Areas.
- (t) Special Condition No.(44) of the Land Grant stipulates that the Grantee shall at his own expense carry out and compete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on the PLAN I(A) annexed to the Land Grant (“**the Green Hatched Black Areas**”) as the Director in his absolute discretion may require and shall, at all times during the term thereby agreed to be granted and 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, drainage and any other works therein and thereon. In the event that any landslide, subsidence or falling away occurs with the Green Hatched Black Areas at any time during the term hereby agreed to be granted, the Grantee shall 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 Grantee), have also been affected. The Grantee shall indemnify the Government, its agents and contractors against all claims, proceedings, costs damages and expenses whatsoever incurred by reason of such landslide, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Areas and, subject to the prior written approval of the Director, the Grantee

may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structures or works affected by such landslide, subsidence or falling away, and if the Grantee 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 an carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.

- (u) Special Condition No.(51) of the Land Grant stipulates that the Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (“**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 the Green Areas or both the Lot or any part thereof in the Green Areas or the Green Hatched Black Areas or any combination of them or any part or parts thereof (“**the Services**”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot or the Green Areas or the Green Hatched Black Areas or any combination of them or any part or parts or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or the Green Areas or the Green Hatched Black Areas or any combination of them or any part or parts thereof 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 Grantee shall pay to the Government on demand the cost of such works.

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

- (i) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

(w) Special Condition (53) of the Land Grant stipulates that:

- (i) The Grantee acknowledges that there are no existing Government sewers in the vicinity of the Lot available for connection to the Lot. The Grantee shall at his own expense and in all respects to the satisfaction of the Director construct, provide, operate, maintain and repair within the Lot sewerage treatment and disposal facilities to serve the Lot.
- (ii) When Government sewers are laid and made available in the vicinity of the Lot, the Grantee shall at his own expense and in all respects to the satisfaction of the Director alter or construct and maintain sewers within the Lot as may be necessary for the purpose of connecting the same to the Government sewers.
- (iii) The Grantee shall, after completion of the works connecting to the sewers within the Lot to the Government sewers as referred to in Special Condition No. (54) of the Land Grant, be at liberty to demolish and remove at his own expense the sewerage treatment and disposal facilities as referred to in Special Condition No. (53)(a) of the Land Grant provided that such demolition and removal shall be effected in all respects to the satisfaction of the Director.
- (iv) Notwithstanding anything contained in the terms and conditions of the Land Grant, the Government is under no obligation and gives no warranty, implied or expressed, whatsoever as to the laying or completion or otherwise making available of any Government sewers in the vicinity or as to the time when the same will be laid, completed or made available. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or proceedings whatsoever arising whether directly or indirectly out of or in connection with the obligations of the Grantee under Special Condition Nos. (53)(a) and (b) and the demolition and removal of the sewerage treatment and disposal facilities carried out by the Grantee under Special Condition No. (53)(c).

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

The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and

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

6. The lease conditions that are onerous to a Purchaser:

(a) Special Condition No.(2) of the Land Grant stipulates that the Grantee acknowledges that as at the date of the Land Grant there are some buildings, structures and foundations existing on the Lot (“**the Existing Structures**”). Without prejudice to the generality of the provision of General Condition Nos.2 and 3 of the Land Grant, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot as existing at the date of the Land Grant subject to the presence of the Existing Structures and no objection or claim whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Grantee undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the Existing Structures from the Lot (“**the Demolition Works**”). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Existing Structures and the Demolition Works. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, damages, claims, costs, demands, actions and other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and the use of the Existing Structures and the Demolition Works.

(b) General Condition No.(4) of the Land Grant stipulates that the Grantee 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 terms and conditions 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, and whose opinion shall be final and binding upon the Grantee), 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 Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these terms and conditions of the Land Grant or in breach thereof.

(c) Special Condition No.(14) of the Land Grant stipulates that no tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

(d) Special Condition No.(30) of the Land Grant stipulates that the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:-

(i) assigned except:-

(1) 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

(2) 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 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.

(e) Special Condition (45)(c) of the Land Grant stipulates that the Government, the Water Authority, its officers and contractors, its or their workmen and any persons authorized by it or them with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing any or all of the Government water mains, valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Area as the Water Authority may require or authorize. Special Condition (45)(d) of the Land Grant stipulates that the Government, the Water Authority, its officers and contractors, its or their workmen and any persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under Special Condition (45)(c) of the Land Grant, and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance. Special Condition (45)(e) of the Land Grant

stipulates that if diversion of the Government water mains laid within the Waterworks Reserve Area is required by the Grantee, the Government water mains shall be diverted to that portion of the Edged Blue Area. The Grantee shall prior to carrying out the diversion works submit the proposed routing in writing to the Water Authority for his approval and the cost of relocating the Government water mains shall be borne by the Grantee. Subject to the prior written consent of the Water Authority, the services and the Paved Way Structures may be laid, erected, constructed or placed on, over, under, above, below or within the Edged Blue Area. Upon completion of the diversion of the Government water mains to the satisfaction of the Water Authority, any part of the lot on, over, under, above, below and within which the Government water mains or any part thereof were laid but which have been removed on account of the diversion, shall cease to be part of the Waterworks Reserve Area and such part of the Edged Blue Area on, over, under, above, below and within which the Government water mains or any part thereof are re-located or laid shall become the Waterworks Reserve Area. The decision of the Water Authority as to which part of the lot ceases to be or becomes part of the Waterworks Reserve Area shall be final and binding on the Grantee. Special Condition (45)(f) of the Land Grant stipulates that the Grantee shall pay to the Government on demand the cost of repair and reinstatement to any or all of the Government water mains, valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Area which shall become necessary at any time during the term hereby agreed to be granted as a result of damage caused by the Grantee or other activities carried out on, over, under, above, below or within the Lot by the Grantee, his servants, workmen and contractors, and shall indemnify the Government against all claims, actions and demands arising therefrom.

(f) Special Condition (46)(a)(ii) of the Land Grant stipulates that notwithstanding Special Condition (46)(a)(i) of the Land Grant, with the prior written consent of the Director and subject to such terms and conditions as he may impose, the Grantee may erect or permit to be erected on the Drainage Reserve Area a minor structure or structures provided that if and when required by the Director, the Grantee shall at his own expense, within the period specified by the Director and in all respects to the satisfaction of the Director, remove or demolish such structure or structures and reinstate the Drainage Reserve Area. If the Grantee fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works. Special Condition (46)(b) of the Land Grant stipulates that the Government, the Director and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as “the Authorized Persons”) with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot or any part thereof for the purposes of laying, inspecting, repairing, maintaining, replacing and renewing any and all drains, sewers, channels,



drainage facilities and other services running across, through or under the Drainage Reserve Area (hereinafter referred to as “the Utilities”) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or materials within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or materials (including boundary walls or fences or both), and to reinstate the Drainage Reserve Area. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such demolition, removal and reinstatement works as the Director may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

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

- (i) The Grantee shall within six calendar months from the date of the Land Grant (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his approval in writing a drainage impact assessment (“**the DIA**”) containing, among others, such information and particulars as the Director may require including but not limited to all adverse drainage impacts as may arise from the development of the lot, and recommendations for mitigation, measures, improvement works and other measures and works.
- (ii) The Grantee shall at his own expense implement the recommendations in the approved DIA in all respects to the satisfaction of the Director and within such time limit as may be stipulated by him.

(h) Special Condition No.(49) of the Land Grant stipulates that where prestressed ground anchors have been installed, upon development or redevelopment of the Lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

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

- (i) In the event of earth, spoil, debris, construction waste or building materials (“**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 (“**the Government properties**”), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

- (ii) Notwithstanding Special Condition No.(50)(a) of the Land Grant, the Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.
- (j) General Condition No.10 of the Land Grant provides that upon any failure or neglect by the Grantee to perform, observe or comply with the Land Grant, the Government shall be entitled to re-enter upon and take back possession of the Lot or any part thereof and all or any buildings, erections and works erected or to be erected on the Lot or any such part thereof or any part of such buildings, erections or works and thereupon the Land Grant and the rights of the Grantee shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions of the Land Grant.

Notes:

1. Pursuant to Special Conditions Nos.(37)(c) and (39)(c) of the Land Grant, the Pink Cross-Hatched Blue Area and the Pink Hatched Blue Areas have been carved out from Tuen Mun Town Lot No.463 under the Deed Poll registered in the Land Registry by Memorial No. 21030800470011. They do not form part of the Lot on which the Development is situated, and will be maintained by the Vendor prior to its surrender to the Government.
2. The “Grantee” as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires include his executors, administrators and assigns and in case of a corporation its successors and assigns.
3. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request during opening hours at the sales office and copies of the Land Grant can be obtained upon paying necessary photocopying charges.



## A. 批地文件規定須興建並提供予政府或供公眾使用的設施

### 1. 批地文件特別條件第(5)、(6)、(7)、(8)及(51)條所指之「綠色範圍」

#### (1) 批地文件的條款

批地文件特別條件第(5)條規定：

##### (a) 承授人須：

- (i) 於2025年6月30日\*或之前（或署長可批准之其他延長時間），自費以署長批准的方式及物料及標準、水準、位置及設計進行下列工程，以全面達致署長滿意：

(I) 鋪設及平整在批地文件附錄「圖則I(A)」上以綠色顯示之未來公共道路部份（下稱「**綠色範圍**」）；及

(II) 提供及興建橋、隧道、上跨路、下通道、下水道、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物（以下統稱「**該等構築物**」）

致使建築、車輛及行人交通可於綠色範圍上進行；

\*註：根據地政總署屯門地政處於2020年10月8日發出的信函，此日期已更改為2025年12月31日。

- (ii) 於2025年6月30日或之前（或署長可批准之其他延長時間），自費在綠色範圍鋪設路面、建造路緣及管道並為其提供署長要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以達致署長滿意；及

- (iii) 自費保養綠色範圍，連同該等構築物及所有在該範圍之上或之內興建、設置及提供的構築物、表面、溝渠、下水道、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，以達致署長滿意，直至按特別條件第(6)條向政府交還綠色範圍的管有權為止；

- (b) 倘若承授人沒有於本特別條件(a)分條所述的指定期限內履行該分條訂明的責任，政府可進行必要的工程，費用由承授人承擔。承授人須在政府要求時向政府支付相等於有關費用的款項，金額由署長決定，而其決定是最終決定並約束承授人。

- (c) 政府毋須就承授人因履行本特別條件(a)分條所述的義務或政府行使本特別條件(b)分條下所載的權利而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損

失、損害、滋擾或騷擾的任何索償。

批地文件特別條件第(6)條規定茲只限於為推行本特別條件第(5)條訂明的必要工程，承授人須於本協議之日獲授綠色範圍的管有權。綠色範圍須應政府要求交回政府，而無論如何，若署長發出信件表示所有批地條件已妥為履行並達致滿意，上述範圍即被視為已於發信當天由承授人交回政府。承授人須在其管有綠色範圍的所有合理時間內允許所有政府及公眾車輛及行人自由出入綠色範圍，並確保有關通行及使用不受根據本特別條件第(5)條進行之工程或其他工程幹擾或阻礙。

批地文件特別條件第(7)條規定除非獲得署長事先書面同意，承授人不得使用綠色範圍存放物品或搭建任何臨時構築物，又或作進行本特別條件第(5)條指定工程以外用途。

批地文件特別條件第(8)條規定：

##### (a) 承授人在管有綠色範圍期間，須於所有合理時間：

- (i) 允許政府及署長、其官員、承建商及代理人及署長授權的任何人士有權進出、返回及通過該地段及綠色範圍，以視察、檢查及監督遵照本特別條件第(5)(a)條進行的任何工程，並且進行、視察、檢查及監督按本特別條件第(5)(b)條進行的工程以及綠色範圍內任何其他署長認為必要的其他工程；

- (ii) 允許政府及政府授權的相關公用事業公司有權按需要進出、返回及通過該地段及綠色範圍之內、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水管、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供該地段或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體（如有）及其他服務。承授人須與政府及政府妥為授權的相關公用事業公司全面合作，以處理關乎上述擬於綠色範圍內進行的工程之所有事宜；及

- (iii) 允許水務監督官員及其授權之其他人士有權按需要進出、返回及通過該地段及綠色範圍，以進行任何關於運作、保養、維修、更換及改動綠色範圍內任何其他水務裝置的工程。

- (b) 就任何因政府、署長及其官員、承建商及任何其他根據本特別條件(a)分條獲妥為授權的人士或公用事業公司行使權利而起的或隨之而來的任何對承授人或任何其他人士所造成或承授人或任何其他人士所蒙受的損失、破壞、滋擾或幹擾，政府、署長及其官員、承建商、代理人及任何其他根據本特別條件(a)分條獲授權的人士或公用事業公司概不承擔任何責任。

批地文件特別條件第(51)條規定承授人須在任何時候，尤其在進行建築、保養、翻新或維修工程（下稱「**工程**」）期間，採取或促使他人採取一切合理及足夠的謹慎、技巧及預防措施，避免對該地段或綠色範圍或該等任何部分或綠色斜影黑線範圍或它們的任何組合或其任何部分的或其之上、上面、之下或毗鄰的任何政府擁有或其他現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或其他工程或裝置（以下統稱「**服務**」）造成任何損壞、干擾或阻塞。承授人在進行任何工程之前須進行或促使他人進行適當的勘測及必要的查詢以確定服務的位置及水平，並提交處理任何可能受工程影響的服務的書面建議給署長，供他全面審批，及不得在取得署長對工程及上述建議的書面批准前進行任何工程。承授人須遵守及自費履行署長於批准上述建議時對服務施加的任何要求，包括承擔任何必要的改道、重鋪或修復的費用。承授人須自費全面維修、復原及修復因工程而對該地段或綠色範圍或綠色斜影黑線範圍或它們的任何組合或該等部分或任何服務以任何方式造成的任何損壞、干擾或阻塞（除非署長另作選擇，明渠、污水渠、雨水渠或總水喉須由署長負責修復，而承授人須應要向政府支付上述工程費用），以達致署長滿意。倘若承授人未能對該地段或綠色範圍或綠色斜影黑線範圍或它們的任何組合或該等部分或任何服務以任何方式進行該等必要的改道、重鋪、維修、復原及修復工程以達致署長滿意，署長可進行他認為必要的該等改道、重鋪、維修、復原或修復工程，而承授人須應要向政府支付上述工程費用。

#### (2) 公契的條款

「**綠色範圍**」指批地條件特別條款第(5)(a)(i)(I)條提及的綠色範圍，並在批地條件隨附「圖則I(A)」上用綠色所顯示的；

「**綠色範圍構築物**」指批地條件特別條件第(5)(a)(i)(II)條提及的橋樑、隧道、高架道路、地下通道、溝渠、高架橋、行車天橋、行人路、道路或署長全權酌情要求的其他構築物；

...

#### 第15條規定：-

管理人須在諮詢業主委員會（如有）後編製下年的年度預算（第一個預算除外，該預算須涵蓋本公契之日起至翌年12月31日）。年度預算包括2個部分：-

- (a) 第1部分須涵蓋管理人認為（若無明顯錯誤，管理人的決定將作終論）為了全體業主的利益或妥善管理發展項目、屋苑公用地方及設施、綠色範圍及綠色範圍構築物所需要的一切開支，在不影響上述一般適用範圍下，包括：



...	綠色範圍構築物（直至管有權交還予政府），並在此等範圍以上或對此等範圍進行有關工程，以在各方面達致署長滿意及遵守並遵從特別條件第(5)至(6)條及任何其他批地條件。	良好及妥當的狀況，令署長滿意。
(xvi) 按本公契及/或批地條件維修、保養及管理綠色範圍及綠色範圍構築物，以及在綠色範圍及綠色範圍構築物在交回政府前致使地政署長滿意的費用；	<b>2. 批地文件特別條件第(41)、(42)及(43)條所指之粉紅色斜影紅線範圍和粉紅色十字斜影紅線範圍</b>	(b) 在根據本特別條件(a)分條建成粉紅色斜影紅線範圍後，承授人須自費准許所有公眾人士（包括但不限於新界屯門所有在土地註冊處已知並登記為丈量約份第379約份地段第319、320、334號的土地承租人、擁有人、居民及佔用人，及他們的真正客人、訪客、獲邀請人士、獲許可的人士，以及地段附近當地村莊的村民及住客，及他們的真正客人、訪客、獲邀請人士、獲許可的人士）在任何時候，免費且不受任何阻礙地供所有人用於所有合法目的，在粉紅色斜影紅線範圍之上沿途通行往返。就本特別條款而言，署長對怎麼構成附近當地村莊有最終決定權，並對承授人具有約束力。
...	(1) 批地文件的條款	(c) 在根據本特別條件(a)分條建成粉紅色斜影紅線範圍後，承授人不得容許或導致或允許任何形式的阻礙或干擾公眾車輛和行人穿過或沿綫出入粉紅色斜影紅線範圍。
<b>第37條規定：-</b>	批地文件特別條件第(41)條規定：	(d) 承授人特此承認及同意政府有全權及權力於向承授人發出不少於十四（14）天事前書面通知（除非在緊急情況下署長的決定將作終論並對承授人約束）後，按署長自行酌情為恰當，鋪設、安裝、重鋪、改道分流、拆除、重置、更換、檢查、運作、修理、維修及更新現時或此後任何時間位於粉紅色斜影紅線範圍上、下或毗鄰該處的任何政府或其他排水渠、下水道、水道或渠道、污水管、明渠、總水管、水管、電纜、電線、管線、公用事業設施或其他工程或裝置（以下統稱「 <b>服務</b> 」）。
管理人承擔該地段、發展項目及屋苑公用地方及設施的管理...在本公契所賦予的其他權力以外，管理人獲授權為了或與該地段及該屋苑及該管理有關而作出所有必要或恰當的行為及事情，包括（尤其是以下事宜但在各方面都不受上述的一般性事宜加以限制）：-	(a) 承授人特此承認地段內有一些現有的人行道和現有的車輛通道。承授人須自費並在令署長滿意的各方面保養和維修現有人行道和現有車輛通道，並允許所有公眾隨時和不受限制地使用現有人行道和現有車輛通道及免費且不受任何阻礙地供所有人用於所有合法目的，除非且直至承授人須(i)完成這部分地段的形成，這些部分在批地文件隨附「圖則I(A)」中分別顯示為粉紅色斜影紅線範圍和粉紅色十字斜影紅線範圍（以下分別稱為「 <b>粉紅色斜影紅線範圍</b> 」和「 <b>粉紅色十字斜影紅線範圍</b> 」）。根據本特別條件第(42)(a)和(43)(a)條，並允許所有公眾使用分別根據本特別條件第(42)(b)及(43)(b)條設立的粉紅色斜影紅線範圍及粉紅色十字斜影紅線範圍；(ii)完成署長可能同意的現有行人路和現有車輛通道的臨時改道。	(e) 承授人須在整個批地期限內的所有合理時間允許政府及署長、其官員、承建商及代理人及署長授權的任何人士，不論是否攜同工具、裝備、機械或汽車，有權進出、返回及通過該地段，以視察、檢查及監督遵照特別條件第(41)(a)條及本特別條件第(a)分條進行的任何工程，及進行、視察、檢查及監督按本特別條件第(d)分條進行的任何工程以及粉紅色斜影紅線範圍內任何其他署長認為必要的其他工程；
...	(b) 政府毋須就承授人因履行本特別條件(a)分條所述的義務或其他而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損失、損害、滋擾或騷擾的任何索償。	(f) 政府、署長及其官員、承建商、代理人及其他獲妥為授權的人士毋須就承授人因履行本特別條件(a)分條及(b)分條所述的義務或政府、署長及其官員、承建商、代理人及其他獲妥為授權的人士行使本特別條件所載的權利而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損失、損害、滋擾或騷擾的任何索償。
(az) 在綠色範圍交還予政府前，管理人有權維修、保養及保持綠色範圍連同綠色範圍構築物（直至交還該管有權予政府），及在該範圍之上或之內興建、設置及提供的所有構築物、表面、溝渠、污水渠、排水渠、消防栓、服務、街燈、交通標誌、街道設施、道路標記及植物，於修繕妥當及良好的狀況，以達致署長滿意；	批地文件特別條件第(42)條規定：	(g) 現明確協議及聲明，儘管承授人須承擔本特別條件(b)分條訂明的責任，承授人並無意向而政府並未同意將粉紅色斜影紅線範圍或其任何部分劃為公眾有權通行的範圍。
...	(a) 承授人須：	(h) 現明確協議及聲明，儘管本特別條件(b)分條訂明承授人須
	(i) 於2025年6月30日*或之前（或署長可能批准的其他延長期限），自費並且使用按照署長批准的方式及物料及標準、水準、位置、寬度和設計，並在令署長滿意的情況下鋪設、塑造、鋪設路面和進行環境美化粉紅色斜影紅線範圍，並在其上提供和建造此類溝渠、人行道、道路、下水道、消火栓的排水管以及與水管連接的管道、路燈、交通輔助設施、隔音屏障及署長全權酌情要求的其他構築物（以下統稱「 <b>鋪路構築物</b> 」），以便車輛及行人交通可在粉紅色紅色斜影紅線範圍內進行；及	
	*註：根據地政總署屯門地政處於2020年10月8日發出的信函，此日期已更改為2025年12月31日。	
	(ii) 在批地文件同意的整個批地期限內，自費維護、保養及維修粉紅色斜影紅線範圍連同鋪路構築物並維修至	
<b>第三附錄第36條規定：-</b>		
業主須自費按照分配予各單位的不分割份數數目（不包括分配予公用地方及設施的不分割份數）的比例，以維持綠色範圍及		



承擔責任，承授人概不可因此預期或索償任何特許權，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，承授人現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之特許權的申索或相關權利。

...

批地文件特別條件第(43)條規定：

(a) 承授人須：

- (i) 於2025年6月30日\*或之前(或署長可能批准的其他延長期限)，自費並且使用按照署長批准的材料和標準、水準、對齊、寬度和設計，並在令署長滿意的情況下在粉紅色十字斜影紅線範圍鋪設、塑造和建造行人道，並提供由署長全權酌情要求的出入口台階、樓梯、坡道、照明和其他結構(以下統稱「**行人道結構**」)以便在粉紅色十字斜影紅線範圍內進行行人交通; 及

\*註：根據地政總署屯門地政處於2020年10月8日發出的信函，此日期已更改為2025年12月31日。

- (ii) 在批地文件同意的整個批地期限內，自費維護、保養及維修粉紅色十字斜影紅線範圍連同行人道結構並維修至良好及妥當的狀況，令署長滿意。

(b) 在根據本特別條件第(a)分條建成粉紅色十字斜影紅線範圍後，承授人須自費准許所有公眾人士，免費且不受任何阻礙地供所有人用於所有合法目的，通行、行經及往返粉紅色十字斜影紅線範圍。

(c) 在根據本特別條件(a)分條建成粉紅色十字斜影紅線範圍後，在該粉紅色十字斜影紅線範圍內不可有任何或會妨礙自由進出和通過行人道的任何性質的物體或物料。署長就某物體或物料是否阻礙行人道作出的決定應為最終決定，並對承授人具有約束力。如署長認為(其意見為最終意見，且對承授人具約束力)在該粉紅色十字斜影紅線範圍內有任何或會妨礙自由進出和通過行人道的物體或物料，署長有權以書面通知要求承授人在署長指定的時限內，以令署長滿意的方式自費拆卸或移除該物體或物料，並還原該粉紅色十字斜影紅線範圍。如承授人未能在指定期限內或按緊急情況所需遵照有關通知，署長可進行其視為必需的上述移除、拆除及恢復工程而承授人須按要求向政府支付有關工程的費用。

(d) 承授人特此承認及同意政府有全權及權力於向承授人發出不少於十四(14)天事前書面通知(除非在緊急情況下署長的

決定將作終論並對承授人約束)後，按署長自行酌情為恰當，鋪設、安裝、重鋪、改道分流、拆除、重置、更換、檢查、運作、修理、維修及更新現時或此後任何時間位於粉紅色十字斜影紅線範圍上、下或毗鄰該處的服務。

(e) 承授人須在整個批地期限內的所有合理時間允許政府及署長、其官員、承建商及代理人及署長授權的任何人士，不論是否攜同工具、裝備、機械或汽車，有權進出、返回及通過該地段，以視察、檢查及監督遵照本特別條件(a)分條進行的任何工程，及進行、視察、檢查及監督按本特別條件第(c)及(d)分條進行的任何工程以及粉紅色十字斜影紅線範圍內任何其他署長認為必要的其他工程；

(f) 政府、署長及其官員、承建商、代理人及其他獲妥為授權的人士毋須就承授人因履行本特別條件(a)分條及(b)分條所述的義務或政府、署長及其官員、承建商、代理人及其他獲妥為授權的人士行使本特別條件所載的權利而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損失、損害、滋擾或騷擾的任何索償。

(g) 現明確協議及聲明，儘管承授人須承擔本特別條件(b)分條訂明的責任，承授人並無意向而政府並未同意將粉紅色十字斜影紅線範圍或其任何部分劃為公眾有權通行的範圍。

(h) 現明確協議及聲明，儘管本特別條件(b)分條訂明承授人須承擔責任，承授人概不可因此預期或索償任何特許權，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，承授人現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之特許權的申索或相關權利。

(2) 公契文件條文

「**發展項目公用地方及設施**」

指及包括：-

...

(c) 斜坡及護土構築物、粉紅色斜影紅線範圍、鋪路構築物、粉紅色十字斜影紅線範圍及行人道結構；

...

「**鋪路構築物**」

指批地文件特別條件第(42)(a)(i)條提及並釋定為「鋪路構築物」

的下水道、行人路、道路、污水渠、排水渠、消防栓連接駁總水管的水管、街燈、交通輔助設施、隔音屏障及署長全權酌情要求的其他構築物，並在粉紅色斜影紅線範圍上所顯示及興建的。

「**粉紅色十字斜影紅線範圍**」

指批地文件特別條件第(41)(a)條提及並釋定為「粉紅色十字斜影紅線範圍」，及在隨附通行權圖則(經認可人士核實準確度)以粉紅色十字斜影紅線顯示，僅供識別，構成發展項目公用地方及設施的一部分。

「**粉紅色斜影紅線範圍**」

指批地文件特別條件第(41)(a)條提及並釋定為「粉紅色斜影紅線範圍」，及在隨附通行權圖則(經認可人士核實準確度)以粉紅色斜影紅線顯示，僅供識別，構成發展項目公用地方及設施的一部分。

「**行人道結構**」

指批地文件特別條件第(43)(a)(i)條提及並釋定為「行人道結構」並在粉紅色十字斜影紅線範圍鋪設、塑造和建造的行人道。

**第15條規定：-**

管理人須在諮詢業主委員會(如已成立)後編制下年的年度預算(第一個預算除外)，該預算須涵蓋本公契之日起至翌年12月31日。年度預算包括2個部分：-

(a) (xvii) 按本公契及/或批地條件維修、保養及管理粉紅色斜影紅線範圍、鋪路構築物、粉紅色十字斜影紅線範圍及行人道結構致使地政署長滿意的費用；

**第37條規定：-**

管理人承擔該地段、發展項目及屋苑公用地方及設施的管理...在本公契所賦予的其他權力以外，管理人獲授權為了或與該地段及該屋苑及該管理有關而作出所有必要或恰當的行為及事情，包括(尤其是以下事宜但在各方面都不受上述的一般性事宜加以限制)：-

(bj) (i) 允許政府及所有公眾人士(包括但不限於新界屯門所有在土地註冊處已知並登記為丈量約份第379約份地段第319、320、334號的土地承租人、擁有人、居民及佔用人，及他們的真正客人、訪客、獲邀請人士、獲許可的人士，以及地段附近當地村莊的村民及住客，及他們的真正客人、訪客、獲邀請人士、獲許可的人士)在任何時候，免費且不受任何阻礙地供所有人用於所有合法目



的，在粉紅色斜影紅線範圍之上沿途通行往返；及

- (ii) 自費維護、保養及維修粉紅色斜影紅線範圍連同鋪路構築物並維修至良好及妥當的狀況，令署長滿意。
- (bk) (i) 允許政府及所有公眾人士在任何時候免費且不受任何阻礙地供所有人用於所有合法目的，通行、行經及往返粉紅色十字斜影紅線範圍；及
- (ii) 自費維護、保養及維修粉紅色十字斜影紅線範圍連同行人道結構並維修至良好及妥當的狀況，令署長滿意。

### 第三附錄第46條規定：-

在本批地條件授予的期限內，業主須在任何時候，

- (a) 允許政府及所有公眾人士(包括但不限於新界屯門所有在土地註冊處已知並登記為丈量約份第379約份地段第319、320、334號的土地承租人、擁有人、居民及佔用人，及他們的真正客人、訪客、獲邀請人士、獲許可的人士，以及地段附近當地村莊的村民及住客，及他們的真正客人、訪客、獲邀請人士、獲許可的人士) 在任何時候，免費且不受任何阻礙地供所有人用於所有合法目的，在粉紅色斜影紅線範圍之上沿途通行往返；及
- (b) 自費維護、保養及維修粉紅色斜影紅線範圍連同鋪路構築物並維修至良好及妥當的狀況，令署長滿意。

### 第三附錄第47條規定：-

在本批地條件授予的期限內，業主須在任何時候，

- (a) 允許政府及所有公眾人士在任何時候免費且不受任何阻礙地供所有人用於所有合法目的，通行、行經及往返粉紅色十字斜影紅線範圍；及
- (b) 自費維護、保養及維修粉紅色十字斜影紅線範圍連同行人道結構並維修至良好及妥當的狀況，令署長滿意。

### 3. 批地文件特別條件第(36)及(37)條所指之「粉紅色十字斜影藍線範圍」

- (1) 批地文件的條款  
批地文件特別條件第(36)條規定：
  - (a) 承授人須由批地文件之日起36個曆月\*內(或署長可批准之其他延長時間)，自費以食物環境衛生署署長批准的方式及物料及標準、水準、位置和設計進行下列工程，以全面達致署長滿意。

- (i) 於粉紅色十字斜影藍線範圍鋪設、平整、鋪設路面及排水，以及
- (ii) 食物環境衛生署署長可全權指定須在粉紅色十字斜影藍線範圍內的行人路、構築物和設施提供及興建一個廁所、一個面積為寬5.0米、長12.0米、淨空高度至少4.7米的供垃圾收集車停放和裝卸垃圾的垃圾收集站(以下統稱「**結構和設施**」)。

\*註：根據地政總署屯門地政處於2020年10月8日發出的信函，此日期已更改為2022年6月4日。

- (b) 儘管本特別條件第(2)條另有規定，承授人須在交出粉紅色十字斜影藍線範圍連同構築物及設施之前，根據本特別條件第(37)(c)條規定，自費以署長全面滿意的方式保養和維修在批地文件隨附「圖則I(A)」上分別顯示和標有「現有廁所」和「現有垃圾收集點」的現有廁所和現有垃圾收集站，並允許所有公眾隨時和不受限制地使用現有的廁所和現有的垃圾收集站，免費且不受任何阻礙地供所有人用於所有合法目的。承授人須在交出粉紅色十字斜影藍線範圍連同構築物及設施後，根據本特別條件第(37)(c)條規定自費拆除及移走現有廁所及現有垃圾收集站。
- (c) 承授人須自費及食物環境衛生署署長在各方面滿意下維持及保持粉紅色十字斜影藍線範圍連同構築物及設施處並維修至良好及妥當的狀況，直至粉紅色十字斜影藍線範圍連同構築物及設施根據本特別條件第(37)(c)條交還政府。
- (d) 為計算特別條件第(11)(c)條所訂明的總樓面面積時，不應計算結構和設施。

批地文件特別條件第(37)條規定：

- (a) 承授人須在根據批地文件特別條件第(37)(c)條規定交還粉紅色十字斜影藍線範圍連同構築物及設施之前，自費簽訂載有署長要求或以書面批准的格式和條文的分割契約，以分割粉紅色十字斜影藍線範圍。承授人須自費於土地註冊處以《註冊摘要》註冊分割契約。辦妥前述註冊之前，不可進行任何涉及該地段或其任何部分或該處已建或擬建任何建築物或任何建築物部分的交易(根據批地文件特別條件第(20)(d)條規定之建築按揭、根據批地文件特別條件第(24)條規定之轉讓、根據批地文件特別條件第(39)(a)及(39)(c)條規定之分割及交還粉紅色十字斜影藍線範圍或經署長批准的其他交易除外)。
- (b) 除了按批地文件特別條件第(20)(d)條、第(24)條及第(37)(c)條所述外，承授人不得將粉紅色十字斜影藍線範圍或其任何部分或其內任何產權轉讓、抵押、押記、分租、放棄管有或以任何其他形式作出產權處置。

- (c) 承授人須在署長全權酌情要求時自費向政府交還及交回不受產業負擔影響的粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施的空置管有權，而政府無需支付任何代價、款項或賠償予承授人，惟政府並無責任應承授人的要求而接受交還粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施，並且只會在其認為適當時才接受。為了此目的，承授人須自費並在署長指定的時間內簽署土地交還契據及任何其他文件，其格式及所載條文須由署長批准或規定。承授人無權對交還或署長決定不要求交還而直接或間接產生或有關的任何損失、損害賠償或補償向政府索償。
- (d) 承授人同意並接受在根據批地文件特別條件第(37)(c)條交還粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施後，若開發或重新開發該地段或其中任何部分，上述交還的區域不能列入計算批地文件特別條件第(11)(d)條指定的總上蓋面積。就計算批地文件特別條件第(11)(d)條指定的總上蓋面積時任何該地段面積的減少，政府對此概不承擔任何責任，承授人亦不得針對政府要求索償或退還地價或作任何其他要求。
- (e) 承授人同意並接受在根據批地文件特別條件第(37)(c)條交還粉紅色十字斜影藍線範圍或其任何部分連同構築物及設施後，因為該地段的面積之減少或其他原因，承授人在開發或重新開發該地段或其中任何部分時或未能獲得根據批地文件特別條件第(11)(c)條准許的最大總樓面面積。政府對此概不承擔任何責任，承授人亦不得就未能獲得根據批地文件特別條件第(11)(c)條准許的最大總樓面面積針對政府要求索償或退還地價或作任何其他要求。

### (2) 公契的條款

無

### 4. 批地文件特別條件第(45)條指之藍邊範圍

#### (1) 批地文件的條款

批地文件特別條件第(45)條規定:-

- (a) 未經水務監督官員預先書面同意，不得在該地段於批地文件隨附「圖則I(B)」上顯示的粉紅色十字斜影黑線範圍(下稱「**水務專用範圍**」)之中、之上、上方、之下、下方或之內架設、建造或放置任何建築物或結整個構、任何建築物或結構的支撐物(邊界牆及/或圍柵除外)，不能在水務專用範圍之上或之內放置或堆積任何材料或物件或停泊車輛(除非車輛可以隨時駛走)。水務監督官員就車輛能否馬



<p>上駛走的決定為最終決定並對承授人有約束力。</p>	<p><b>B. 批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施</b></p>
<p>(b) 未經水務監督官員預先書面同意，不得在水務專用範圍內植樹或展開工地開拓工程。</p>	<p>請參閱上述(A)。</p>
<p>(c) 政府、水務監督官員、承建商、其工人及任何獲其授權的人士，不論是否備有工具、設備、機器或汽車，均有權不受限制自由隨時進出、往返及或再經過該土段或其任何部分，以按水務監督官員要求或授權視察、操作、保養、維修及翻新經過或通過水務專用範圍或其下面的任何或所有政府水管、閘、閘井或沙井及和政府總水管有關的裝置。</p>	<p>備註：根據批地文件特別條件第(37)(c)條規定，粉紅色十字斜影藍線範圍是根據在土地註冊處以註冊摘要第21030800470011號註冊的地契，由屯門市地段第463號分割而成。它不構成發展項目所在地段的一部分，在交還政府前將由賣方維護。</p>
<p>(d) 政府、水務監督官員、其承建商、其工人及任何獲其授權的人士毋須就其行使本特別條件(c)分條所載的權利而導致或引致承授人或任何人士所蒙受或招致的任何損失、損害、滋擾或騷擾承擔責任。承授人亦不得向政府提出有關任何該等損失、損害、滋擾或騷擾的任何索償。</p>	<p>1. 在批地文件隨附「圖則I(A)」上分別顯示和標有「現有廁所」和「現有垃圾收集點」的現有廁所和現有垃圾收集站(以下統稱「<b>現有廁所</b>」和「<b>現有垃圾收集點</b>」)可讓所有公眾使用。</p> <p>(1) 批地文件的條款</p> <p>請見上文段落A3(1)。</p>
<p>(e) 如承授人要求將水務專用範圍內鋪設的政府總水管改道，政府總水管須改道至該地段於批地文件隨附「圖則I(B)」顯示的藍邊範圍(下稱「<b>藍邊範圍</b>」)。承授人須在進行改道工程前，將擬定路線以書面形式呈交水務監督官員批准，而有關的政府總水管重置成本則由承授人承擔。在獲得水務監督官員事先書面同意的情況下，該服務及鋪路構築物可鋪設、架設、建造或放置在藍邊範圍之上、上方、之下、下方、之中或之內。在完成政府總水管的改道並令水務監督官員滿意後，該地段之上、上方、之下、下方、之中或之內曾鋪設了政府總水管或其任何部分但由於改道已拆除的任何部分，將不再是水務專用範圍，而位於藍邊範圍之上、上方、之下、下方、之中或之內的政府總水管或其任何被重新安置或鋪設的部分將成為水務專用範圍。水務監督官員關於該地段的哪一部分不再是或成為水務專用範圍的一部分的決定應為最終決定，並對承授人具有約束力。</p>	<p>(2) 公契的條款</p> <p>無</p> <p>備註：現有廁所和現有垃圾收集站已被拆除及移走。</p>
<p>(f) 倘於批授的年期內，如因承授人造成損害或承授人、其雇員、工人及承建商於該地段中、上、下、內或跨越該處進行其他活動，以致需要修理和還原任何經過或通過水務專用範圍或其下面的任何或所有政府水管、閘、閘井或沙井及和政府總水管有關的裝置，承授人須在政府通知時向政府支付上述修理和還原工程的費用，此外並須就由此招致的索償、訴訟或索求向政府賠償和確保其免責。</p>	<p>2. 在該地段的現有人行道和現有車輛通道(以下統稱「<b>現有人行道</b>」和「<b>現有車輛通道</b>」)可讓所有公眾不受限制地使用。</p> <p>(1) 批地文件的條款</p> <p>請見上文段落A2(1)。</p> <p>(2) 公契的條款</p> <p>無</p> <p>備註：現有人行道和現有車輛通道已被拆除及移走。</p>
<p>(2) 公契的條款</p>	<p><b>C. 批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小</b></p>
<p>無</p>	<p>不適用。</p>
<p>並無關於上述公共設施的撥出私人地方供公眾使用的契據。</p>	<p><b>D. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部份</b></p>
<p></p>	<p>不適用。</p>

情況而定)使用該設施或休憩用地或該地段的一部分。

就於上文B和C段所述的設施或休憩用地，該設施或休憩用地須由該期數中的住宅物業的擁有人出資管理、營運或維修，該等業主須透過分攤有關住宅物業的管理費用，支付部分管理、營運或維修設施或休憩用地的開支。

本節末尾附有盡可能顯示綠色範圍、粉紅色斜影紅線範圍、粉紅色十字斜影紅線範圍、粉紅色十字斜影藍線範圍和藍色邊緣範圍位置的圖則。

註：

1. 除非另有指明，批地文件所載的「署長」指「地政總署署長」。
2. 除非另有指明，公契所載的「批地條件」指批地文件中的條件。

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

**1. The Green Area as referred to in Special Condition Nos. (5), (6), (7), (8) and (51) of the Land Grant**

(1) Provisions of the Land Grant

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

(a) The Grantee shall:

- (i) on or before the 30th day of June 2025\* (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads as shown coloured green on PLAN I(A) annexed to the Land Grant (hereinafter referred to as “**the Green Areas**”); and

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

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

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (ii) on or before the 30th day of June 2025 (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No.(6) hereof.

- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(6) of the Land Grant stipulates that for the purpose only of carrying out the necessary works specified in Special Condition No.(5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Areas allow free access over and along the Green Areas for all Government and public vehicular and pedestrian traffic in all respects to the satisfaction of the Director and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(5) hereof or otherwise.

Special Condition No.(7) of the Land Grant stipulates that the Grantee shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(5) hereof.

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

- (a) The Grantee shall at all reasonable times while he is in possession of the Green Areas:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the Lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works

under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Green Areas;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the Lot and the Green Areas as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the Lot and the Green Areas as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas.

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

Special Condition No.(51) of the Land Grant stipulates that the Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “**the Works**”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot or the Green Areas or the Green Hatched Black Areas or any combination of them or any part



or parts thereof (hereinafter collectively referred to as “**the Services**”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green Areas or the Green Hatched Black Areas or any combination of them or any part or parts thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or the Green Areas or the Green Hatched Black Areas or any combination of them or any part or parts 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 Grantee shall pay to the Government on demand the cost of such works.

(2) Provisions of the Deed of Mutual Covenant

“**Green Area**” means the “Green Areas” as defined and referred to in Special Condition No.(5)(a)(i)(I) of the Conditions and shown coloured Green on PLAN I(A) annexed to the Conditions;

“**Green Area Structures**” means the bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands in his sole discretion may require referred to and defined as “the Structures” under Special Condition No.(5)(a)(i)(II) of the Conditions;

...

**Clause 15 stipulates that: -**

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

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Green Area and the Green Area Structures (until possession of which is re-delivered to the Government), the Development and the Development Common Areas and Facilities therein including but without prejudice to the generality of the foregoing :-

...

- (xvi) The cost of maintaining the Green Area and the Green Area Structures under this Deed and/or pursuant to the Conditions in good repair and condition and to the satisfaction of the Director of Lands until the Green Area and the Green Area Structures have been re-delivered to the Government;

...

**Clause 37 stipulates that: -**

The management of the Lot and the Development and the Common Areas and Facilities therein shall be undertaken by the Manager ... In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the Common Areas and Facilities therein and the management thereof for and on behalf of all Owners including in particular but without in any way limiting the generality of the foregoing :-

...

- (ac) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Lot and the Development as a whole or the Common Areas and Facilities or the Green Area and the Green Area Structures (until possession of which is re-delivered to the Government) or the Services (as hereinafter defined) with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;

...

- (az) To repair, maintain and upkeep the Green Area together with the Green Area Structures (until possession of which is re-delivered to the Government) and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director of Lands before the Green Area together with the Green Area Structures (if any) has been re-delivered to the Government;

...

- (bf) To manage and maintain for and on behalf of the Owners the land, areas, structures, facilities or drains or channels whether within or outside (if required by the Government) the Lot, the construction of which is the liability and/or responsibility of the First Owner and, for the purpose of this sub-clause, such management and maintenance shall include the Green Area and the Green Area Structures up to the time at which possession thereof is re-delivered to the Government in accordance with the terms of the Conditions;

...

**Clause 36 of the Third Schedule stipulates that: -**

The Owners shall at their own expenses in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units maintain the Green Area and the Green Area Structures (until possession of which is re-delivered to the Government) and to carry out such works thereon and thereto to the satisfaction of the Director of Lands and in observance and compliance with Special Condition Nos.(5) and (6) and any other provisions of the Conditions.

**2. The Pink Hatched Red Area and Pink Cross-Hatched Red Areas as referred to in Special Condition Nos. (41), (42) and (43) of the Land Grant**

(1) Provisions of the Land Grant

Special Condition No.(41) of the Land Grant stipulates that:

- (a) The Grantee hereby acknowledges that there are some existing footpaths and existing vehicular access within the Lot. The Grantee shall at his own expenses and in all respects to the satisfaction of the Director keep and maintain the existing footpaths and the existing vehicular access and permit all members of the public at all times the unrestricted use of the existing footpaths and the existing vehicular access for all lawful purposes free of cost and without hindrance unless and until the Grantee shall (i) complete the formation of those portions of the Lot respectively shown coloured pink hatched red and pink cross-hatched red on PLAN I(A) annexed hereto (hereinafter respectively referred to as “**the Pink Hatched Red Area**” and “**the Pink Cross-Hatched Red Areas**”) in accordance with Special Conditions Nos.(42)(a) and (43)(a) hereof and permit all members of the public to use the Pink Hatched Red Area and the Pink Cross-Hatched Red Areas respectively in accordance with Special Conditions Nos.(42) (b) and (43)(b) hereof; or (ii) complete such temporary diversion of the existing footpaths and the existing vehicular access as may be agreed by the Director.

- (b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

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

(a) The Grantee shall:

- (i) on or before the 30th day of June 2025\* (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment, width and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form, surface and landscape the Pink Hatched Red Area and provide and construct thereon such culverts, pavements, roads, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic aids, noise barriers and other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the Paved Way Structures**") so that vehicular and pedestrian traffic may be carried on the Pink Hatched Red Area; and

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (ii) throughout the term hereby agreed in the Land Grant to be granted at his own expense uphold, maintain and repair the Pink Hatched Red Area together with the Paved Way Structures in good and substantial repair and condition to the satisfaction of the Director.

- (b) Upon completion of the formation of the Pink Hatched Red Area in accordance with sub-clause (a) of this Special Condition, the Grantee shall at his own expense permit all members of the public (including but not limited to the lessees, owners, residents and occupiers of all those pieces or parcels of ground in Tuen Mun, New Territories known and registered in the Land Registry as Lot Nos.319, 320 and 334 all in Demarcation District No.379, their bona fide guests and visitors, invitees and licensees, and the villagers and residents of the local villages in the vicinity of the Lot, their bona fide guests and visitors, invitees and licensees) at all times and for all lawful purposes free of cost and without hindrance to pass and repass with or without vehicles on, along, over, by and through the Pink Hatched Red Area. For the purpose of this Special Condition, the decision of the Director as to what

constitutes a local village in the vicinity of the Lot shall be final and binding upon the Grantee.

- (c) Upon completion of the formation of the Pink Hatched Red Area in accordance with sub-clause (a) of this Special Condition, the Grantee shall not suffer or cause or permit to be suffered any form of obstruction to or interference with the public vehicular and pedestrian access over and along the Pink Hatched Red Area.

- (d) The Grantee hereby acknowledges and agrees that the Government shall have full right and power, upon giving to the Grantee not less than fourteen days' written notice (except in case of emergency in respect of which the decision of the Director shall be final and binding upon the Grantee), 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, utility service or any 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 Pink Hatched Red Area as the Director may in his absolute discretion deem fit.

- (e) The Grantee shall at all reasonable times throughout the term hereby agreed to be granted permit the Government, the Director, its or his officers, contractors, agents and other duly authorized personnel with or without tools, equipment, machinery or motor vehicles the right of free ingress, egress and regress to, from and through the Lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (41)(a) hereof and sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary within the Pink Hatched Red Area.

- (f) The Government, the Director, its or his officers, contractors, agents and other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights conferred under this Special Condition by the Government, the Director, its or his officers, contractors, agents and other duly authorized personnel, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any

dedication of the Pink Hatched Red Area or any part thereof to the public for the right of passage.

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

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

(a) The Grantee shall:

- (i) on or before the 30th day of June 2025\* (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment, width and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form and construct pedestrian walkways on the Pink Cross-Hatched Red Areas and provide thereon such access steps, stairways, ramps, lightings and other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the Walkway Structures**") so that pedestrian traffic may be carried on the Pink Cross-Hatched Red Areas; and

\*Note: The date has been amended to 31 December 2025 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (ii) throughout the term agreed to be granted at his own expense uphold, maintain and repair the Pink Cross-Hatched Red Areas together with the Walkway Structures in good and substantial repair and condition to the satisfaction of the Director.

- (b) Upon completion of the formation of the Pink Cross-Hatched Red Areas in accordance with sub-clause (a) of this Special Condition, the Grantee shall at his own expense permit all members of the public at all times and for all lawful purposes free of cost and without hindrance to pass and repass on foot over, along, on or by and through the Pink Cross-Hatched Red Areas.

- (c) Upon completion of the formation of the Pink Cross-Hatched Red Areas in accordance with sub-clause (a) of this Special



Condition, no object or material of whatsoever nature shall be placed within, in, on or over the Pink Cross-Hatched Red Areas which may cause obstruction to access to the pedestrian walkways. The decision of the Director as to whether an object or material is causing obstruction to access to the pedestrian walkways shall be final and binding upon the Grantee. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee), there is any object or material within the Pink Cross-Hatched Red Areas which may cause obstruction to access to the pedestrian walkways, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Director, to demolish or remove such object or material and to reinstate the Pink Cross-Hatched Red Areas. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Director may carry out such demolition, removal and reinstatement works as he may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

- (d) The Grantee hereby acknowledges and agrees that the Government shall have full right and power, upon giving to the Grantee not less than fourteen days' written notice (except in case of emergency in respect of which the decision of the Director shall be final and binding upon the Grantee), to lay, install, relay, divert, remove, re-provision, replace, inspect, operate, repair, maintain and renew the services which are now or may hereafter be upon, over, under, or adjacent to the Pink Cross-Hatched Red Areas as the Director may at his absolute discretion deem fit.
- (e) The Grantee shall at all reasonable times throughout the term hereby agreed to be granted permit the Government, the Director, its or his officers, contractors, agents and other duly authorized personnel with or without tools, equipment, machinery or motor vehicles the right of free ingress, egress and regress to, from and through the Lot for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clauses (c) and (d) of this Special Condition and any other works which the Director may consider necessary within the Pink Cross-Hatched Red Areas.
- (f) The Government, the Director, its or his officers, contractors, agents and other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights conferred under this Special Condition by the Government, the Director, its or his officers, contractors, agents and other duly authorized

personnel, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (g) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Cross-Hatched Red Areas or any part or parts thereof to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

## (2) Provisions of the Deed of Mutual Covenant

### “Development Common Areas and Facilities”

mean and include :-

...

- (c) the Slope and Retaining Structures, the Pink Hatched Red Area, the Paved Way Structures, the Pink Cross-Hatched Red Areas and the Walkway Structures;

...

### “Paved Way Structures”

mean the culverts, pavements, roads, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic aids, noise barriers and other structures as the Director of Lands in his sole discretion may require referred to and defined as “the Paved Way Structures” under Special Condition No.(42)(a)(i) of the Conditions and provided and constructed on the Pink Hatched Red Area;

### “Pink Cross-Hatched Red Areas”

mean the “Pink Cross-Hatched Red Areas” as defined and referred to in Special Condition No.(41)(a) of the Conditions and for the purpose of identification only shown coloured Pink Cross Hatched Red on the Right of Way Plan (certified as to their accuracy by the Authorized Person) annexed hereto, forming part of the Development

Common Areas and Facilities;

### “Pink Hatched Red Area”

means the “Pink Hatched Red Area” as defined and referred to in Special Condition No.(41)(a) of the Conditions and for the purpose of identification only shown coloured Pink Hatched Red on the Right of Way Plan (certified as to their accuracy by the Authorized Person) annexed hereto, forming part of the Development Common Areas and Facilities;

### “Walkway Structures”

mean the pedestrian walkways referred to and defined as “the Walkway Structures” under Special Condition No.(43)(a)(i) of the Conditions and laid, formed and constructed on the Pink Cross-Hatched Red Areas;

### Clause 15 stipulates that :-

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

- (a) (xvii) the cost of maintaining the Pink Hatched Red Area, the Paved Way Structures, the Pink Cross-Hatched Red Areas and the Walkway Structures under this Deed and/or pursuant to the Conditions in good repair and condition and to the satisfaction of the Director of Lands.

### Clause 37 stipulates that: -

The management of the Lot and the Development and the Common Areas and Facilities therein shall be undertaken by the Manager... In addition to the other powers expressly provided in this Deed, the Manager shall have authority to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Development and the Common Areas and Facilities therein and the management thereof for and on behalf of all Owners including in particular but without in any way limiting the generality of the foregoing :-

...

- (bj) (i) To permit the Government and all members of the public (including but not limited to the lessees, owners, residents and occupiers of all those pieces or parcels of ground in Tuen Mun, New Territories known and registered in the Land Registry as Lot Nos.319, 320 and 334 all in Demarcation District No.379, their bona fide guests and visitors, invitees and licensees, and the villagers and residents of the local villages in the vicinity of the Lot, their bona fide guests and visitors, invitees and licensees)

at all times and for all lawful purposes free of cost and without hindrance to pass and repass with or without vehicles on, along, over, by and through the Pink Hatched Red Area; and

- (ii) to uphold, maintain and repair the Pink Hatched Red Area together with the Paved Way Structures in good and substantial repair and condition to the satisfaction of the Director of Lands;

- (bk)(i) To permit the Government and all members of the public at all times and for all lawful purposes free of cost and without hindrance to pass and repass on foot over, along, on, by and through the Pink Cross-Hatched Red Areas; and

- (ii) to uphold, maintain and repair the Pink Cross-Hatched Red Areas together with the Walkway Structures in good and substantial repair and condition to the satisfaction of the Director of Lands;

...

**Clause 46 of the Third Schedule stipulates that :-**

The Owners shall at all times throughout the term granted by the Conditions,

- (a) permit the Government and all members of the public (including but not limited to the lessees, owners, residents and occupiers of all those pieces or parcels of ground in Tuen Mun, New Territories known and registered in the Land Registry as Lot Nos.319, 320 and 334 all in Demarcation District No.379, their bona fide guests and visitors, invitees and licensees, and the villagers and residents of the local villages in the vicinity of the Lot, their bona fide guests and visitors, invitees and licensees) at all times and for all lawful purposes free of cost and without hindrance to pass and repass with or without vehicles on, along, over, by and through the Pink Hatched Red Area; and
- (b) uphold, maintain and repair the Pink Hatched Red Area together with the Paved Way Structures in good and substantial repair and condition to the satisfaction of the Director of Lands.

**Clause 47 of the Third Schedule stipulates that :-**

The Owners shall at all times throughout the term granted by the Conditions,

- (a) permit the Government and all members of the public at all times and for all lawful purposes free of cost and without hindrance to pass and repass on foot over, along, on, by and through the Pink Cross-Hatched Red Areas; and
- (b) uphold, maintain and repair the Pink Cross-Hatched Red Areas

together with the Walkway Structures in good and substantial repair and condition to the satisfaction of the Director of Lands.

**3. The Pink Cross-Hatched Blue Area as referred to in Special Condition Nos. (36) and (37) of the Land Grant**

**(1) Provisions of the Land Grant**

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

- (a) the Grantee shall within 36 calendar months from the date of this Agreement\* (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director of Food and Environmental Hygiene shall approve and in all respects to the satisfaction of the Director:
  - (i) lay, form, surface and drain the Pink-Cross Hatched Blue Area; and
  - (ii) provide and construct a latrine, a refuse collection point, a space measuring 5.0 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres for the parking and refuse loading operation of refuse collection vehicles, and such pavements, structures and facilities as the Director of Food and Environment Hygiene in his sole discretion may require (hereinafter collectively referred to as “**the Structures and Facilities**”) within the Pink Cross-Hatched Blue Area.

\*Note: The date has been amended to 4 June 2022 pursuant to the letter from the District Lands Office / Tuen Mun of the Lands Department dated 8 October 2020.

- (b) Notwithstanding Special Condition No.(2) hereof, the Grantee shall, prior to the surrender of the Pink Cross-Hatched Blue Area together with the Structures and Facilities in accordance with Special Condition No.(37)(c) hereof, at his own expense and in all respects to the satisfaction of the Director keep and maintain an existing latrine and an existing refuse collection point respectively shown and marked “EXISTING LATRINE” and “EXISTING REFUSE COLLECTION POINT” on PLAN 1(A) annexed to the Land Grant and permit all members of the public at all times the unrestricted use of the existing latrine and the existing refuse collection point for all lawful purposes free of costs and without hindrance. The Grantee shall demolish and remove at his own expense and existing latrine and the existing refuse collection point after the surrender of the **Pink Cross-Hatched Blue Area** together with the Structures and Facilities in accordance with Special Condition No.(37)(c) hereof.
- (c) The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Food and Environment Hygiene maintain and keep the Pink Cross-Hatched Blue Area together

with the Structures and Facilities in good and substantial repair and condition until such time as the Pink Cross-Hatched Blue Area together with the Structures and Facilities shall have been surrendered to the Government in accordance with Special Condition No.(37)(c) hereof.

- (d) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (11)(c) hereof, the Structures and Facilities shall not be taken into account.

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

- (a) The Grantee shall, prior to the surrender of the Pink Cross-Hatched Blue Area together with the Structures and Facilities in accordance with Special Condition No.(37)(c), at his own expense carve out the Pink Cross-Hatched Blue Area by way of a deed poll in such form and containing such provisions as the Director shall require or approve in writing. The deed poll shall be registered by the Grantee at his own expense by Memorial in the Land Registry. No transaction (except a building mortgage under Special Condition No.(20)(d) of the Land Grant, the assignment under Special Condition No.(24) of the Land Grant, the carving out and surrender of the Pink Hatched Blue Areas respectively under Special Conditions Nos.(39)(a) and (39)(c) of the Land Grant or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration.
- (b) Save and except as provided in Special Conditions Nos.(20)(d), (24) and (37)(c) of the Land Grant, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Pink Cross-Hatched Blue Area or any part thereof or any interest therein.
- (c) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept the surrender of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall, at his own expense and within such time as maybe specified by the Director, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever arising whether directly or indirectly out of or in connection with the surrender or the Director’s



decision not to call for the surrender.

- (d) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities pursuant to Special Condition No.(37)(c), any area or areas so surrendered shall not be taken into account for the purpose of calculating the total site coverage stipulated in Special Condition No.(11)(d) of the Land Grant. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise against the Government in respect of any such reduction in the area of the lot for the purpose of calculating the total site coverage stipulated in Special Condition No.(11)(d) of the Land Grant.
- (e) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Cross-Hatched Blue Area or any part or parts thereof together with the Structures and Facilities pursuant to Special Condition No.(37)(c), due to the reduction in the area of the lot or otherwise, the Grantee may not be able to attain the maximum gross floor area permitted under Special Condition No.(11)(c) of the Land Grant. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise against the Government, if the maximum gross floor area permitted under Special Condition No.(11)(c) of the Land Grant cannot be attained.

(2) Provisions of the Deed of Mutual Covenant

Nil

**4. The Edged Blue Area as referred to in Special Condition No. (45)**

(1) Provisions of the Land Grant

Special Condition No.(45) of the Land Grant stipulates that:-

- (a) Except with the prior written consent of the Water Authority, no building or structure or support for any building or structure (except boundary walls or fences or both) shall be erected or constructed or placed on, over, under, above, below or within that portion of the Lot shown coloured pink cross-hatched black on PLAN I(B) annexed hereto (hereinafter referred to as “**the Waterworks Reserve Area**”) and no object or material shall be placed or stacked nor vehicles (except those that can be readily driven away) parked on or within the Waterworks Reserve Area. The decision of the Water Authority as to whether the vehicles can be readily driven away shall be final and binding on the Grantee.
- (b) No tree planting or site formation works shall be allowed on the Waterworks Reserve Area except with the prior written approval of the Water Authority.

- (c) The Government, the Water Authority, its officers and contractors, its or their workmen and any persons authorized by it or them with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the Lot or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing any or all of the Government water mains, valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Area as the Water Authority may require or authorize.
- (d) The Government, the Water Authority, its officers and contractors, its or their workmen and any persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (e) If diversion of the Government water mains laid within the Waterworks Reserve Area is required by the Grantee, the Government water mains shall be diverted to that portion of the Lot shown edged blue on PLAN I(B) annexed hereto (hereinafter referred to as “**the Edged Blue Area**”). The Grantee shall prior to carrying out the diversion works submit the proposed routing in writing to the Water Authority for his approval and the cost of relocating the Government water mains shall be borne by the Grantee. Subject to the prior written consent of the Water Authority, the services and the Paved Way Structures may be laid, erected, constructed or placed on, over, under, above, below or within the Edged Blue Area. Upon completion of the diversion of the Government water mains to the satisfaction of the Water Authority, any part of the Lot on, over, under, above, below and within which the Government water mains or any part thereof were laid but which have been removed on account of the diversion, shall cease to be part of the Waterworks Reserve Area and such part of the Edged Blue Area on, over, under, above, below and within which the Government water mains or any part thereof are re-located or laid shall become the Waterworks Reserve Area. The decision of the Water Authority as to which part of the Lot ceases to be or becomes part of the Waterworks Reserve Area shall be final and binding on the Grantee.
- (f) The Grantee shall pay to the Government on demand the cost of repair and reinstatement to any or all of the Government water mains, valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Area which shall become necessary at any time during the term hereby agreed to be granted as a result of damage caused by the Grantee or other activities carried out

on, over, under, above, below or within the Lot by the Grantee, his servants, workmen and contractors, and shall indemnify the Government against all claims, actions and demands arising therefrom.

(2) Provisions of the Deed of Mutual Covenant

Nil

**There is no deed of dedication that concerns the public facilities.**

**(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 Phase**

Please refer to (A) above.

Remark: Pursuant to Special Condition No.(37)(c) of the Land Grant, the Pink Cross-Hatched Blue Area has been carved out from Tuen Mun Town Lot No.463 under the Deed Poll registered in the Land Registry by Memorial No. 21030800470011. It does not form part of the Lot on which the Development is situated, and will be maintained by the Vendor prior to its surrender to the Government.

- Existing latrine and an existing refuse collection point respectively shown and marked “EXISTING LATRINE” and “EXISTING REFUSE COECTION POINT” on PLAN I(A) annexed to the Land Grant (collectively “**the Existing Latrine and the Existing Refuse Collection Point**”) for use by all members of the public.

(1) Provisions of the Land Grant

Please see paragraph A3(1) above.

(2) Provisions of the Deed of Mutual Covenant

Nil

Remark: The Existing Latrine and the Existing Refuse Collection Point have already been demolished and removed.

- Existing footpaths and existing vehicular access within the Lot (collectively “the Existing Footpaths and the Existing Vehicular Access”) for unrestricted use by all members of public.

(1) Provisions of the Land Grant

Please see paragraph A2(1) above.

(2) Provisions of the Deed of Mutual Covenant

Nil

Remark: The Existing Footpaths and the Existing Vehicular Access have already been demolished and removed.

**(C) Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase**

Not applicable.

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

Not applicable.

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in paragraphs B and C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

Plans showing the location of the Green Area, the Pink Hatched Red Area, the Pink Cross-Hatched Red Areas, the Pink Cross-Hatched Blue and the Edged Blue Area as far as it is practicable to do so is appended hereto at the end of this section.

Notes:

1. The term “Director” in the Land Grant means “the Director of Lands”, unless otherwise specified.
2. The term “Conditions” in the Deed of Mutual Covenant means conditions stipulated in the Land Grant, unless otherwise specified.