



Sierra Sea

SALES BROCHURE 售樓說明書

Phase 1A(2) of Sai Sha Residences | 西沙灣發展項目的第1A(2)期



NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

For all first-hand residential properties

1. Important information

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

2. Fees, mortgage loan and property price

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

3. Price list, payment terms and other financial incentives

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

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance),

vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.

- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property². The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

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

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

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.

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

² According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –
(i) the external dimensions of each residential property;
(ii) the internal dimensions of each residential property;
(iii) the thickness of the internal partitions of each residential property;
(iv) the external dimensions of individual compartments in each residential property.

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

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- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

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

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

8. Register of Transactions

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

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- Pay attention to the vendor’s right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors’ firm responsible for stakeholding purchasers’ payments for the property.

10. Expression of intent of purchasing a residential property

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

11. Appointment of estate agent

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

12. Appointment of solicitor

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

For first-hand uncompleted residential properties

13. Pre-sale Consent

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

14. Show flats

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

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

15. Estimated material date and handing over date

- Check the estimated material date³ for the development in the sales brochure.
 - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.

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

For first-hand completed residential properties

16. Vendor’s information form

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

17. Viewing of property

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

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

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

Other useful contacts:

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

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

Real Estate Developers Association of Hong Kong	
Telephone	: 2826 0111
Fax	: 2845 2521

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

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您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

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

2. 費用、按揭貸款和樓價

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

3. 價單、支付條款，以及其他財務優惠

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

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎／每平方米售價。根據《一手住宅物業銷售條例》(第621章)(下稱「條例」)，賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部 and 內部尺寸²。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境(包括交通和社區設施)；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

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

6. 政府批地文件和公契

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

7. 售樓處內有關可供揀選住宅物業的資料

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

8. 成交紀錄冊

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

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。

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

² 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項－
(i) 每個住宅物業的外部尺寸；
(ii) 每個住宅物業的內部尺寸；
(iii) 每個住宅物業的內部間隔的厚度；
(iv) 每個住宅物業內個別分隔室的外部尺寸。
根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

- 留意賣方有權改動未落成發展項目的建築圖則(如有的話)。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14日內，將該項改動以書面通知買家。
- 訂立臨時買賣合約時，您須向擁有人(即賣方)支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**(工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子)之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金(即樓價的5%)會被沒收，而擁有人(即賣方)不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人(即賣方)必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

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

11. 委託地產代理

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

12. 委聘律師

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

適用於一手未落成住宅物業

13. 預售樓花同意書

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

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。

- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期³。
 - 售樓說明書中有關發展項目的預計關鍵日期並不同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。
- 收樓日期
 - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
 - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意書發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
 - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
 - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
 - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
 - 工人罷工或封閉工地；
 - 暴動或內亂；
 - 不可抗力或天災；
 - 火警或其他賣方所不能控制的意外；
 - 戰爭；或
 - 惡劣天氣。
 - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
 - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

適用於一手已落成住宅物業

16. 賣方資料表格

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

17. 參觀物業

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

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

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES

一手住宅物業買家須知

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

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

其他相關聯絡資料：

消費者委員會

網址	: www.consumer.org.hk
電話	: 2929 2222
電郵	: cc@consumer.org.hk
傳真	: 2856 3611

地產代理監管局

網址	: www.eaa.org.hk
電話	: 2111 2777
電郵	: enquiry@eaa.org.hk
傳真	: 2598 9596

香港地產建設商會

電話	: 2826 0111
傳真	: 2845 2521

一手住宅物業銷售監管局
2023年3月

INFORMATION ON THE PHASE

期數的資料

Name of the Phase of Development

Phase 1A(2) ("the Phase") of Sai Sha Residences ("the Development")
(Aqua Avenue Tower 1, Aqua Avenue Tower 2, Aqua Avenue Tower 3 and Aqua Avenue Tower 5 of the residential development in the Phase are called “SIERRA SEA”)

Name of the street and the street number

8 Hoi Ying Road

Total number of storeys of each multi-unit building

Aqua Avenue Tower 1 : 14 storeys
Aqua Avenue Tower 2 : 20 storeys
Aqua Avenue Tower 3 : 27 storeys
Aqua Avenue Tower 5 : 31 storeys

Note:
Aqua Avenue Tower 1 and Aqua Avenue Tower 2 : The above number of storeys do not include the B1/F, LG/F, G1/F, Transfer Plate, Roof, Upper Roof and Top Roof
Aqua Avenue Tower 3 and Aqua Avenue Tower 5 : The above number of storeys includes Refuge Floor but does not include the B1/F, LG/F, Transfer Plate, Roof, Upper Roof and Top Roof

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

Aqua Avenue Tower 1 : B1/F, LG/F, G1/F, 1/F-3/F, 5/F-12/F, 15/F-17/F and Roof

Aqua Avenue Tower 2 : B1/F, LG/F, G1/F, 1/F-3/F, 5/F-12/F, 15/F-23/F and Roof

Aqua Avenue Tower 3 : B1/F, LG/F, G1/F, G2/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-29/F and Roof

Aqua Avenue Tower 5 : B1/F, LG/F, G1/F, G2/F, 1/F-3/F, 5/F-12/F, 15/F-23/F, 25/F-33/F and Roof

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

4/F, 13/F and 14/F are omitted in Aqua Avenue Tower 1 and Aqua Avenue Tower 2
4/F, 13/F, 14/F and 24/F are omitted in Aqua Avenue Tower 3 and Aqua Avenue Tower 5

發展項目期數名稱

西沙灣發展項目（「發展項目」）的第 1A（2）期（「期數」）
（期數中住宅發展項目的 Aqua Avenue 第 1 座、Aqua Avenue 第 2 座、Aqua Avenue 第 3 座及 Aqua Avenue 第 5 座稱為「SIERRA SEA」）

街道名稱及門牌號數

海映路 8 號

每幢多單位建築物的樓層總數

Aqua Avenue 第 1 座 : 14 層
Aqua Avenue 第 2 座 : 20 層
Aqua Avenue 第 3 座 : 27 層
Aqua Avenue 第 5 座 : 31 層

備註:
Aqua Avenue 第 1 座及 Aqua Avenue 第 2 座：上述樓層數目不包括地庫 1 層、低層地下、地下 1 樓、轉換層、天台、上層天台及頂層天台
Aqua Avenue 第 3 座及 Aqua Avenue 第 5 座：上述樓層數目包括庇護層但不包括地庫 1 層、低層地下、轉換層、天台、上層天台及頂層天台

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數

Aqua Avenue 第 1 座 : 地庫 1 層、低層地下、地下 1 樓、1 樓至 3 樓、5 樓至 12 樓、15 樓至 17 樓及天台
Aqua Avenue 第 2 座 : 地庫 1 層、低層地下、地下 1 樓、1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓及天台
Aqua Avenue 第 3 座 : 地庫 1 層、低層地下、地下 1 樓、地下 2 樓、1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 29 樓及天台
Aqua Avenue 第 5 座 : 地庫 1 層、低層地下、地下 1 樓、地下 2 樓、1 樓至 3 樓、5 樓至 12 樓、15 樓至 23 樓、25 樓至 33 樓及天台

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數

Aqua Avenue 第 1 座及 Aqua Avenue 第 2 座均不設 4 樓、13 樓及 14 樓
Aqua Avenue 第 3 座及 Aqua Avenue 第 5 座均不設 4 樓、13 樓、14 樓及 24 樓

INFORMATION ON THE PHASE

期數的資料

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

Aqua Avenue Tower 3 : 16/F
Aqua Avenue Tower 5 : 16/F

每幢多單位建築物內的庇護層（如有的話）

Aqua Avenue 第 3 座 : 16 樓
Aqua Avenue 第 5 座 : 16 樓

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE

賣方及有參與期數的其他人的資料

Vendor

Light Time Investments Limited

Holding company of the Vendor

Sun Hung Kai Properties Limited
Vast Earn Limited
Williston Investment S.A.

Authorized Person for the Phase

Chan Wan Ming

The firm or corporation of which the Authorized Person is a proprietor, director or employee in his professional capacity

P&T Architects Limited

Building Contractor for the Phase

Chun Fai Construction Company Limited

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

Johnson Stokes & Master
Woo Kwan Lee & Lo
Sit, Fung, Kwong & Shum
P.C. Woo & Co.
Vincent T.K. Cheung, Yap & Co.

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

Hang Seng Bank, Limited

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

Sun Hung Kai Properties Holding Investment Limited

賣方

光時投資有限公司

賣方的控權公司

新鴻基地產發展有限公司
Vast Earn Limited
Williston Investment S.A.

期數的認可人士

陳韻明

認可人士以其專業身份擔任經營人、董事或僱員的商號或法團

巴馬丹拿建築師有限公司

期數的承建商

駿輝建築有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所

孖士打律師行
胡關李羅律師行
薛馮鄭岑律師行
胡百全律師事務所
張葉司徒陳律師事務所

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構

恒生銀行有限公司

已為期數的建造提供貸款的任何其他人

Sun Hung Kai Properties Holding Investment Limited

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

有參與期數的各方的關係

(a)	The Vendor or a Building Contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an Authorized Person for the Phase.	Not Applicable
(b)	The Vendor or a Building Contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of such an Authorized Person.	Not Applicable
(c)	The Vendor or a Building Contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of such an Authorized Person.	No
(d)	The Vendor or a Building Contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of an associate of such an Authorized Person.	Not Applicable
(e)	The Vendor or a Building Contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of an associate of such an Authorized Person.	Not Applicable
(f)	The Vendor or a Building Contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of an associate of such an Authorized Person.	No
(g)	The Vendor or a Building Contractor for the Phase is an individual, and that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(h)	The Vendor or a Building Contractor for the Phase is a partnership, and a partner of that Vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(i)	The Vendor or a Building Contractor for the Phase is a corporation, and a director or the secretary of that Vendor or contractor (or a holding company of that Vendor) is an immediate family member of a proprietor of such a firm of solicitors.	No
(j)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a private company, and an Authorized Person for the Phase, or an associate of such an Authorized Person, holds at least 10% of the issued shares in that Vendor, holding company or contractor.	No
(k)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a listed company, and such an Authorized Person, or such an associate, holds at least 1% of the issued shares in that Vendor, holding company or contractor.	No
(l)	The Vendor or a Building Contractor for the Phase is a corporation, and such an Authorized Person, or such an associate, is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor.	No
(m)	The Vendor or a Building Contractor for the Phase is a partnership, and such an Authorized Person, or such an associate, is an employee of that Vendor or contractor.	Not Applicable
(n)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that Vendor, holding company or contractor.	No
(o)	The Vendor, a holding company of the Vendor, or a Building Contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, holding company or contractor.	No
(p)	The Vendor or a Building Contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that Vendor or contractor or of a holding company of that Vendor.	No
(q)	The Vendor or a Building Contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor or contractor.	Not Applicable
(r)	The Vendor or a Building Contractor for the Phase is a corporation, and the corporation of which an Authorized Person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that Vendor or contractor or of a holding company of that Vendor.	No
(s)	The Vendor or a Building Contractor for the Phase is a corporation, and that contractor is an associate corporation of that Vendor or of a holding company of that Vendor.	The Building Contractor is an associate corporation of the Vendor and its holding companies.

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE

有參與期數的各方的關係

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

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	1/F 1 樓	A	1.126
		B	0.000
		C	0.000
		D	1.091
		E	0.819
		F	0.000
		G	0.000
		H	1.253
		J	0.800
	2/F-3/F and 5/F-10/F 2 樓至 3 樓及 5 樓至 10 樓	A	1.126
		B	0.000
		C	0.000
		D	1.091
		E	0.819
		F	0.000
		G	0.000
		H	1.253
		J	0.800

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	11/F-12/F and 15/F-16/F 11 樓至 12 樓及 15 樓至 16 樓	A	1.126
		B	0.394
		C	0.394
		D	1.091
		E	0.819
		F	0.394
		G	0.407
		H	1.253
		J	0.800
	17/F 17 樓	A	2.006
		B	1.636
		C	2.028
		D	2.076

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	1/F 1 樓	A	0.819
		B	0.000
		C	0.000
		D	1.091
		E	0.819
		F	0.000
		G	0.000
		H	1.253
		J	0.800
	2/F-3/F, 5/F-12/F and 15/F-18/F 2 樓至 3 樓、 5 樓至 12 樓及 15 樓至 18 樓	A	0.819
		B	0.000
		C	0.000
		D	1.091
		E	0.819
		F	0.000
		G	0.000
		H	1.253
		J	0.800

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	19/F and 20/F 19 樓及 20 樓	A	0.819
		B	0.394
		C	0.394
		D	1.091
		E	0.819
		F	0.394
		G	0.407
		H	1.253
		J	0.800
	21/F and 22/F 21 樓及 22 樓	A	1.162
		B	0.394
		C	0.394
		D	1.091
		E	0.819
		F	0.394
		G	0.407
		H	1.253
		J	0.800

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	23/F 23 樓	A	1.711
		B	1.636
		C	2.028
		D	2.076

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 3 Aqua Avenue 第 3 座	G1/F 地下 1 樓	A	0.819
		B	0.000
		E	0.819
		F	0.000
		G	0.000
		H	1.223
		J	0.800
	G2/F 地下 2 樓	A	0.819
		B	0.000
		E	0.819
		F	0.000
		G	0.000
		H	1.223
		J	0.800

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 3 Aqua Avenue 第 3 座	1/F-3/F, 5/F-12/F, 15/F and 17/F-23/F 1 樓至 3 樓、 5 樓至 12 樓、 15 樓及 17 樓至 23 樓	A	0.819
		B	0.000
		C	0.000
		D	1.071
		E	0.819
		F	0.000
		G	0.000
		H	1.223
		J	0.800
	25/F and 26/F 25 樓及 26 樓	A	0.819
		B	0.394
		C	0.394
		D	1.071
		E	0.819
		F	0.394
		G	0.407
		H	1.223
		J	0.800

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 3 Aqua Avenue 第3座	27/F and 28/F 27 樓及 28 樓	A	1.130
		B	0.394
		C	0.394
		D	1.071
		E	0.819
		F	0.394
		G	0.407
		H	1.223
		J	0.800
	29/F 29 樓	A	1.700
		B	1.636
		C	2.022
		D	2.077

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	G1/F 地下 1 樓	C	0.795
		D	0.394
		E	1.663
		F	0.000
		G	0.000
		H	1.223
		J	0.800
	G2/F 地下 2 樓	C	0.795
		D	0.394
		E	1.663
		F	0.000
		G	0.000
		H	1.223
		J	0.800

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	1/F-3/F, 5/F-12/F, 15/F, 17/F-23/F and 25/F-28/F 1 樓至 3 樓、 5 樓至 12 樓、 15 樓、 17 樓至 23 樓及 25 樓至 28 樓	A	0.789
		B	0.450
		C	0.784
		D	0.394
		E	1.663
		F	0.000
		G	0.000
		H	1.223
		J	0.800
	29/F and 30/F 29 樓及 30 樓	A	0.789
		B	0.450
		C	0.784
		D	0.394
		E	1.663
		F	0.410
		G	0.407
		H	1.223
		J	0.800

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的幕牆。

The thickness of the curtain walls of each block is 200mm.
每幢建築物的幕牆的厚度為 200 毫米。

Schedule of total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	31/F and 32/F 31 樓及 32 樓	A	1.102
		B	0.450
		C	0.784
		D	0.394
		E	1.663
		F	0.410
		G	0.407
		H	1.223
		J	0.800
	33/F 33 樓	A	2.632
		B	2.139
		C	2.077

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	1/F 1 樓	A	1.592
		B	0.871
		C	0.823
		D	0.715
		E	0.477
		F	1.262
		G	0.878
		H	0.642
		J	0.240
	2/F-3/F and 5/F-10/F 2 樓至 3 樓及 5 樓至 10 樓	A	1.592
		B	0.871
		C	0.823
		D	0.715
		E	0.477
		F	1.262
		G	0.878
		H	0.642
		J	0.240

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	11/F-12/F and 15/F-16/F 11 樓至 12 樓及 15 樓至 16 樓	A	1.592
		B	0.522
		C	0.474
		D	0.715
		E	0.477
		F	0.905
		G	0.521
		H	0.642
		J	0.240
	17/F 17 樓	A	0.000
		B	0.000
		C	0.000
		D	0.000

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	1/F 1 樓	A	0.649
		B	0.871
		C	0.823
		D	0.715
		E	0.477
		F	1.262
		G	0.878
		H	0.642
		J	0.240
	2/F-3/F, 5/F-12/F and 15/F-18/F 2 樓至 3 樓、 5 樓至 12 樓及 15 樓至 18 樓	A	0.649
		B	0.871
		C	0.823
		D	0.715
		E	0.477
		F	1.262
		G	0.878
		H	0.642
		J	0.240

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	19/F and 20/F 19 樓及 20 樓	A	0.649
		B	0.522
		C	0.474
		D	0.715
		E	0.477
		F	0.905
		G	0.521
		H	0.642
		J	0.240
	21/F and 22/F 21 樓及 22 樓	A	0.649
		B	0.522
		C	0.474
		D	0.715
		E	0.477
		F	0.905
		G	0.521
		H	0.642
		J	0.240

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	23/F 23 樓	A	0.000
		B	0.000
		C	0.000
		D	0.000

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積（平方米）
Aqua Avenue Tower 3 Aqua Avenue 第 3 座	G1/F 地下 1 樓	A	0.705
		B	0.849
		E	0.455
		F	0.849
		G	0.570
		H	0.642
		J	0.700
	G2/F 地下 2 樓	A	0.578
		B	0.849
		E	0.455
		F	0.849
		G	0.570
		H	0.642
		J	0.700

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積（平方米）
Aqua Avenue Tower 3 Aqua Avenue 第 3 座	1/F-3/F, 5/F-12/F, 15/F and 17/F-23/F 1 樓至 3 樓、 5 樓至 12 樓、 15 樓及 17 樓至 23 樓	A	0.578
		B	0.849
		C	0.789
		D	0.478
		E	0.455
		F	1.224
		G	0.878
		H	0.642
		J	0.700
	25/F and 26/F 25 樓及 26 樓	A	0.578
		B	0.492
		C	0.432
		D	0.478
		E	0.455
		F	0.867
		G	0.521
		H	0.642
		J	0.700

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 3 Aqua Avenue 第3座	27/F and 28/F 27 樓及 28 樓	A	0.578
		B	0.492
		C	0.432
		D	0.478
		E	0.455
		F	0.867
		G	0.521
		H	0.642
		J	0.700
	29/F 29 樓	A	0.000
		B	0.000
		C	0.000
		D	0.000

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	G1/F 地下 1 樓	C	0.556
		D	0.567
		E	0.260
		F	0.875
		G	0.570
		H	0.642
		J	0.700
	G2/F 地下 2 樓	C	0.556
		D	0.567
		E	0.260
		F	0.875
		G	0.570
		H	0.642
		J	0.700

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	1/F-3/F, 5/F-12/F, 15/F, 17/F-23/F and 25/F-28/F 1 樓至 3 樓、 5 樓至 12 樓、 15 樓、 17 樓至 23 樓及 25 樓至 28 樓	A	0.922
		B	0.511
		C	0.556
		D	0.567
		E	0.260
		F	0.875
		G	0.878
		H	0.642
		J	0.700
	29/F and 30/F 29 樓及 30 樓	A	0.922
		B	0.511
		C	0.556
		D	0.567
		E	0.260
		F	0.514
		G	0.521
		H	0.642
		J	0.700

INFORMATION ON DESIGN OF THE PHASE

期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部分的非結構的預製外牆。

The thickness of the non-structural prefabricated external walls of each block is 150mm.
每幢建築物的非結構的預製外牆的厚度為 150 毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower Name 大廈名稱	Floor 樓層	Flat 單位	Total area of non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	31/F and 32/F 31 樓及 32 樓	A	0.922
		B	0.511
		C	0.556
		D	0.567
		E	0.260
		F	0.514
		G	0.521
		H	0.642
		J	0.700
	33/F 33 樓	A	0.000
		B	0.000
		C	0.000

INFORMATION ON PROPERTY MANAGEMENT

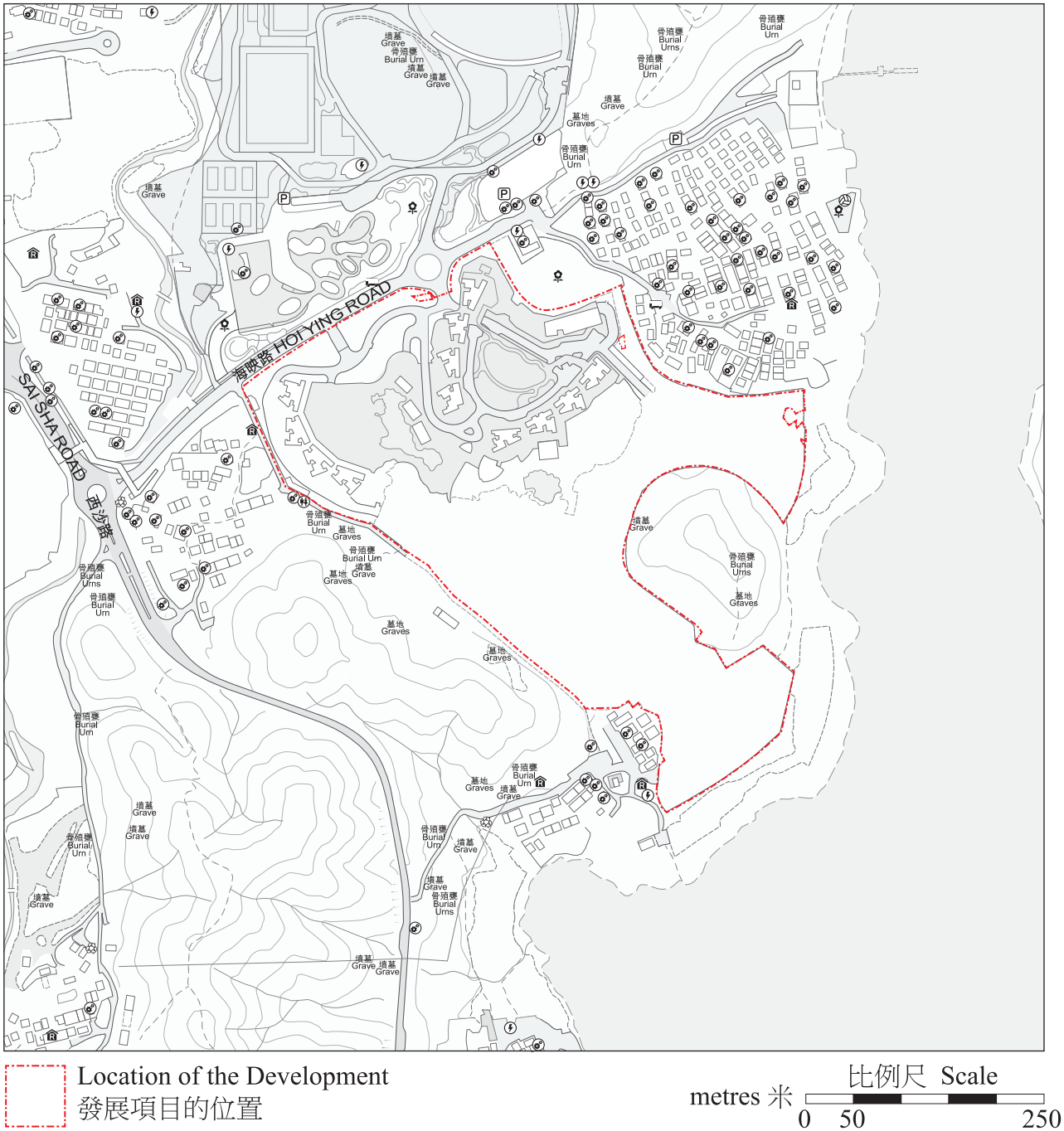
物業管理的資料

The Manager appointed under the executed deed of mutual covenant:
GO Infinite Company Limited

根據已簽立的公契獲委任的管理人：
GO Infinite Company Limited

LOCATION PLAN OF THE DEVELOPMENT

發展項目的所在位置圖



This Location Plan is prepared by the Vendor with reference to the Digital Topographic Map No. T8-NW-C dated 16 July 2026 from Survey and Mapping Office of the Lands Department, with adjustment where necessary.

此位置圖是參考2026年7月16日出版之地政總署測繪處之數碼地形圖，圖幅編號T8-NW-C，並由賣方擬備，有需要處經修正處理。

NOTATION 圖例

- | | |
|--|---|
| 公共交通總站 (包括鐵路車站)
Public Transport Terminal
(including Rail Station) | 宗教場所 (包括教堂、廟宇及祠堂)
Religious Institution
(including Church, Temple and Tsz Tong) |
| 公園
Public Park | 垃圾收集站
Refuse Collection Point |
| 發電廠 (包括電力分站)
Power Plant
(including Electricity Sub-stations) | 體育設施 (包括運動場及游泳池)
Sports Facilities
(including Sports Ground and Swimming Pool) |
| 公眾停車場 (包括貨車停泊處)
Public Carpark (including Lorry Park) | 公廁
Public Convenience |
| 公用事業設施裝置
Public Utility Installation | |

The map is provided by the Common Spatial Data Infrastructure (CSDI) Portal and intellectual property rights are owned by the Government of the HKSAR.
地圖由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

Notes :

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

備註：

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

AERIAL PHOTOGRAPH OF THE PHASE

期數的鳥瞰照片



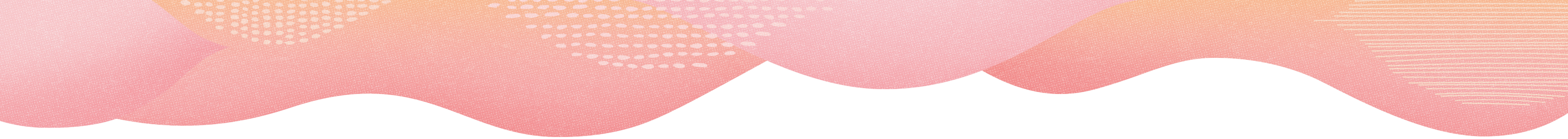
● Location of the Phase
期數的位置

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香港特別行政區政府地政總署測繪處 © 版權所有，未經許可，不得複製。

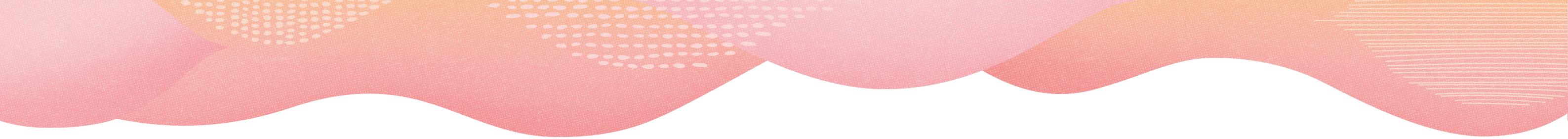


Adopted from part of the aerial photograph taken by the Survey and Mapping Office, Lands Department at a flying height of 6,900 feet, photograph no. E258542C, date of flight : 24 June 2025.
摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E258542C，飛行日期：2025年6月24日。

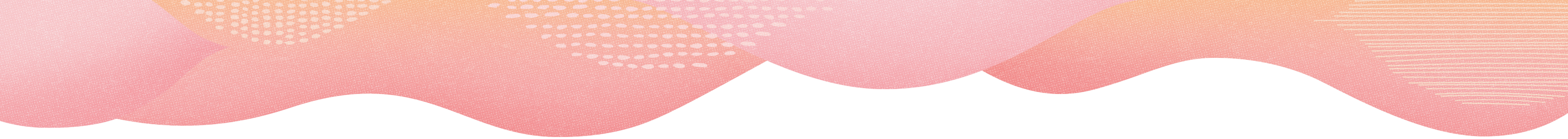
- Notes :
- 1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
 - 2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.
- 備註：
- 1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
 - 2. 由於期數的邊界不規則的技術原因，此照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。



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關乎發展項目的分區計劃大綱圖等



摘錄自2015年10月16日刊憲之十四鄉分區計劃大綱核准圖編號S/NE-SSH/11，有需要處經修正處理，以紅色顯示。

地帶

COMMUNICATIONS

交通

1990年9月7日在憲報公布的中期發展審批地區IDPA/NE-SSH/1沒有涵蓋的範圍，但已包括次公布的十四鄉分區計劃大綱草圖編號SSH/1的規劃區內。

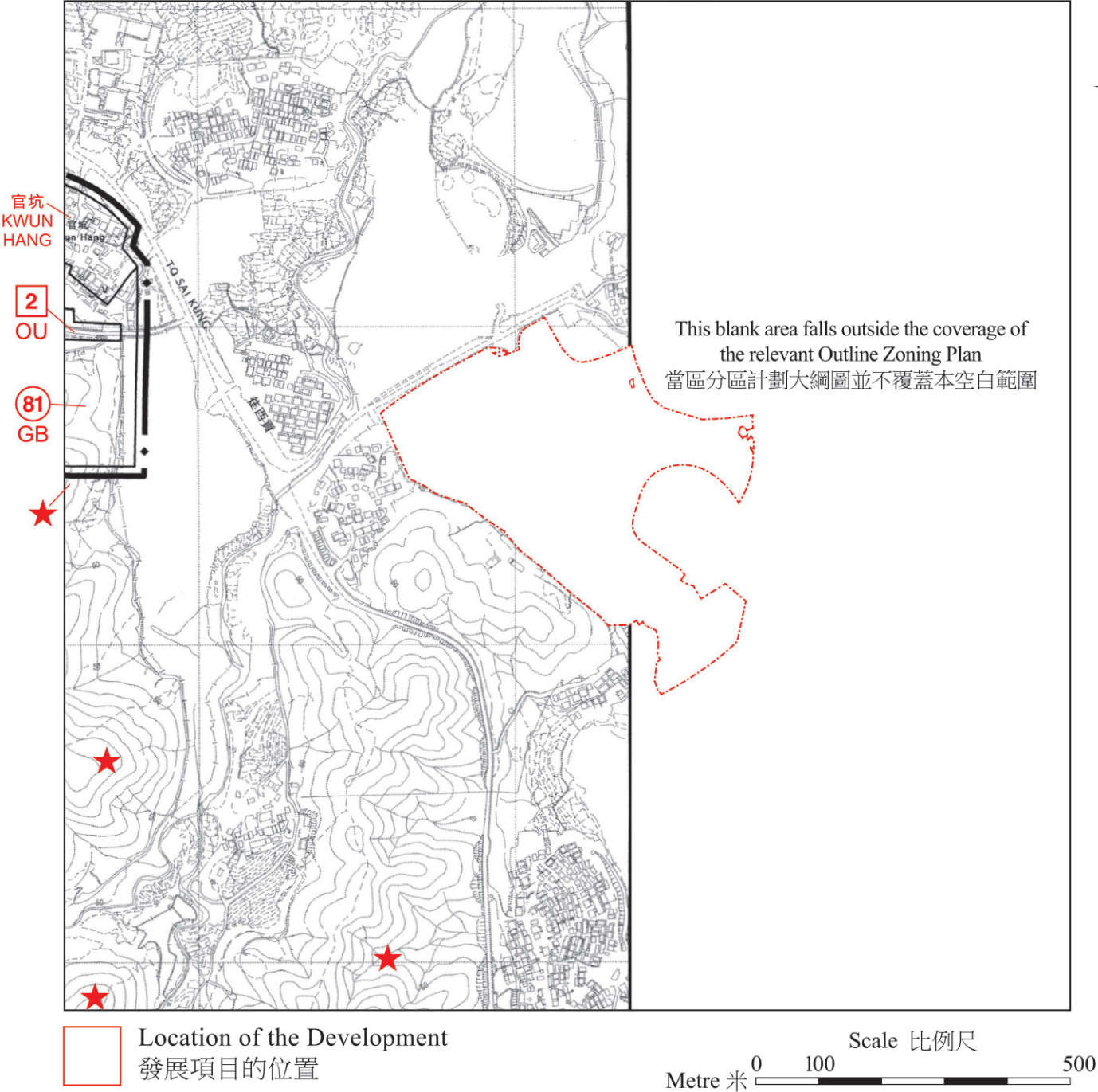
NOT FALLING WITHIN THE BOUNDARIES OF THE IDPA PLAN No. IDPA/NE-SSH/1 PUBLISHED IN THE GAZETTE ON 7.9.1990 BUT INCLUDED IN THE PLANNING SCHEME AREA OF THE FIRST PUBLICATION OF THE DRAFT SZ HEUNG OUTLINE ZONING PLAN No. SSH/1.

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

1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.
4. The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR.
5. Please refer to the Outline Zoning Plan, the Notes and Explanatory Statements thereto for details of the Amendment Item(s) (if any).

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方建議準買家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。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
4. 此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許復印。
5. 修訂項目(如有)之詳情，請參閱分區計劃大綱圖及其註釋及說明書。

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



- Notes :
1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
 2. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
 3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.
 4. The plan, prepared by the Planning Department under the direction of the Town Planning Board, is reproduced with the permission of the Director of Lands. ©The Government of Hong Kong SAR.
 5. Please refer to the Outline Zoning Plan, the Notes and Explanatory Statements thereto for details of the Amendment Item(s) (if any).

- 備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
 2. 賣方建議準買家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。
 3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。
 4. 此圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特別行政區政府，經地政總署准許複印。
 5. 修訂項目(如有)之詳情，請參閱該分區計劃大綱圖及其註釋及說明書。

Adopted from part of the Approved Ma On Shan Outline Zoning Plan No. S/MOS/28 , gazetted on 24 May 2024, with adjustments where necessary as shown in red.
摘錄自2024年5月24日刊憲之馬鞍山分區計劃大綱核准圖編號S/MOS/28，有需要處經修正處理，以紅色顯示。

NOTATION 圖例
ZONES

VILLAGE TYPE DEVELOPMENT

OTHER SPECIFIED USES

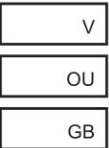
GREEN BELT

MISCELLANEOUS

BOUNDARY OF PLANNING SCHEME

PLANNING AREA NUMBER

MAXIMUM BUILDING HEIGHT
(IN NUMBER OF STOREYS)



地帶

鄉村式發展

其他指定用途

綠化地帶

其他



規劃範圍界線

75

規劃區編號

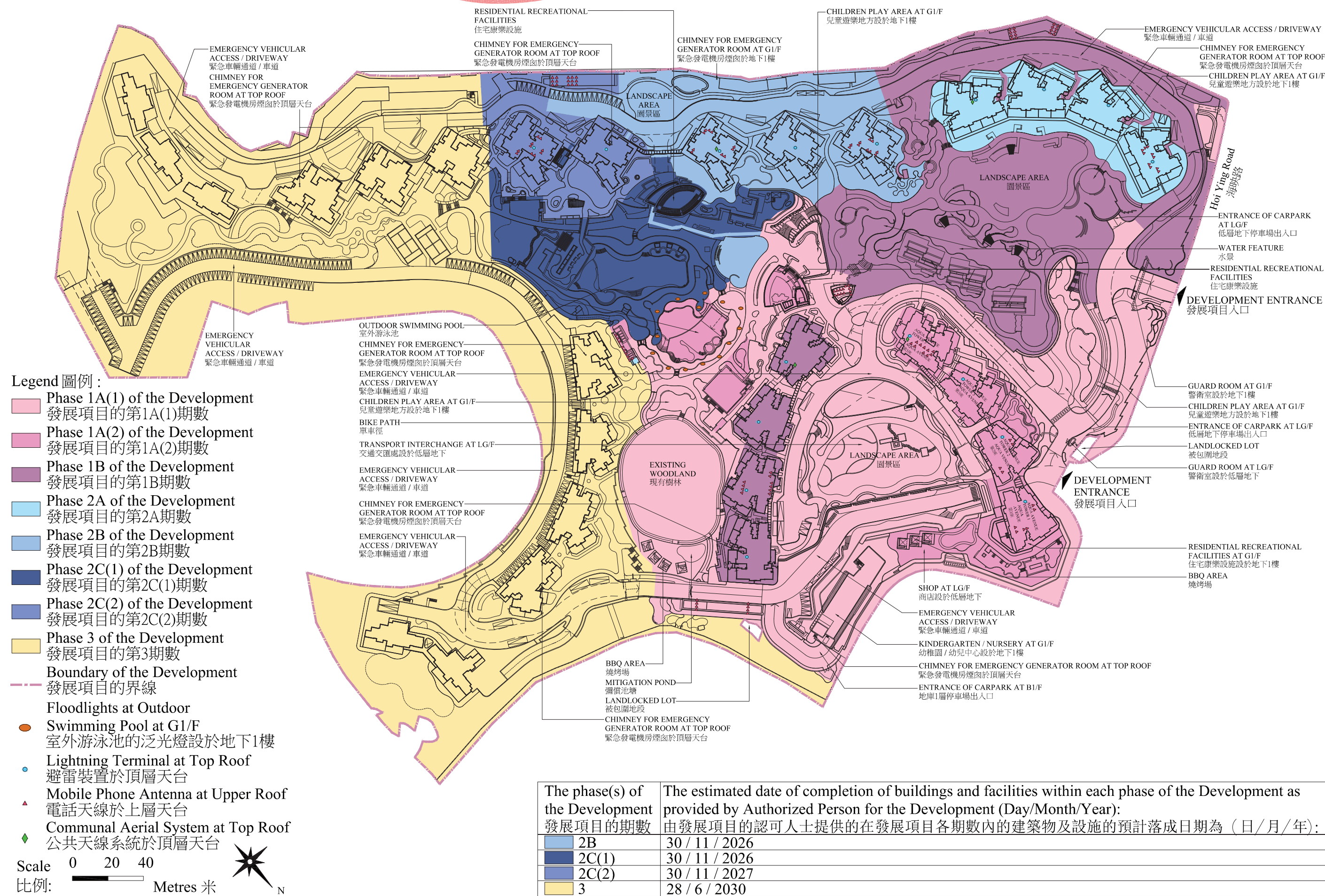
2

最高建築物高度
(樓層數目)

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

LAYOUT PLAN OF THE DEVELOPMENT

發展項目的布局圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

LEGEND OF THE TERMS AND ABBREVIATIONS FOR FLOOR PLANS

樓面平面圖中所使用名詞及簡稱之圖例

ACP	= AIR-CONDITIONER PLATFORM	冷氣機平台
A/C OUTDOOR UNITS	= AIR-CONDITIONER OUTDOOR UNITS	冷氣機室外機
AF	= ARCHITECTURAL FEATURE	建築裝飾
AF ABOVE	= ARCHITECTURAL FEATURE ABOVE	建築裝飾置上
AF ABOVE AT G2/F	= ARCHITECTURAL FEATURE ABOVE AT G2/F	建築裝飾置上於地下 2 樓
AF AT X/F ONLY	= ARCHITECTURAL FEATURE AT X/F ONLY	建築裝飾只於 X 樓
AF AT X/F H/L & X/F ONLY	= ARCHITECTURAL FEATURE AT X/F HIGH LEVEL AND X/F ONLY	建築裝飾只於 X 樓高位及 X 樓
AF AT X/F H/L	= ARCHITECTURAL FEATURE AT X/F HIGH LEVEL	建築裝飾於 X 樓高位
ALUM. AF	= ALUMINIUM ARCHITECTURAL FEATURE	鋁質建築裝飾
ALUM. CLADDING	= ALUMINIUM CLADDING	鋁質面板
BAL	= BALCONY	露台
BATH 1	= BATHROOM 1	浴室 1
BATH 2	= BATHROOM 2	浴室 2
BR1	= BEDROOM 1	睡房 1
BR2	= BEDROOM 2	睡房 2
BR3	= BEDROOM 3	睡房 3
BUILDING LINE ABOVE	= BUILDING LINE ABOVE	建築物界線置上
BUILDING LINE ABOVE AT X/F	= BUILDING LINE ABOVE AT X/F	建築物界線置上於 X 樓
CD	= CABLE DUCT	電纜槽
CLUBHOUSE SUN SHADING BELOW	= CLUBHOUSE SUN SHADING BELOW	會所遮陽置下
COMMON AREA FOR MAINTENANCE	= COMMON AREA FOR MAINTENANCE	供維修用之公用範圍
COMMON FR	= COMMON FLAT ROOF	公用平台
CORRIDOR	= CORRIDOR	走廊
COVERED LANDSCAPE	= COVERED LANDSCAPE	有蓋園景
COVERED WALKWAY	= COVERED WALKWAY	有蓋人行道
COVERED WALKWAY ABOVE	= COVERED WALKWAY ABOVE	有蓋人行道置上
CW ABOVE	= CURTAIN WALL ABOVE	幕牆置上
DECORATIVE METAL FEATURE	= DECORATIVE METAL FEATURE	金屬裝飾性裝飾
DH	= DOG HOUSE	管道房
DN	= DOWN	落
EAD	= EXHAUST AIR DUCT	排氣管道
ELD	= ELECTRICAL DUCT	電力管道槽
ELV	= EXTRA-LOW VOLTAGE DUCT	特低壓電管道槽
ELEV	= EXTRA-LOW ELECTRIC VOLTAGE DUCT	特低壓電力管道槽
EMR	= ELECTRICAL METER ROOM	電錶房
FAN ROOM	= FAN ROOM	風扇房
FEATURE WALL	= FEATURE WALL	裝飾牆

Notes:

1. There may be architectural features on external walls of some of the floors.
2. Common pipes exposed and/or enclosed in cladding are located at/adjacent to balcony and/or flat roof and/or utility platform and/or air-conditioner platform and/or external wall and/or roof of some residential units.
3. There are sunken slabs and/or ceiling bulkheads at living rooms, dining rooms, bedrooms, utility rooms, corridors, bathrooms, lavatories, open kitchens and kitchens of some residential units for the air-conditioning system and/or mechanical and electrical service. There are exposed pipes/ductings for air-conditioning system and/or mechanical and electrical service within some utility rooms and/or lavatories.
4. Balconies and utility platforms are non-enclosed areas.
5. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter, etc, are architectural symbols retrieved from the latest approved general building plans for general indication only.
6. For some residential units, the air-conditioner platform(s) outside the unit will be placed with air-conditioner outdoor unit(s) belonging to that unit and/or other residential units.

備註:

1. 部份樓層外牆範圍設有建築裝飾。
2. 部份住宅單位的露台及／或平台及／或工作平台及／或冷氣機平台及／或外牆及／或天台及／或附近設有外露及／或藏於外牆裝飾板內之公用喉管。
3. 部份住宅單位客廳、飯廳、睡房、工作間、走廊、浴室、洗手間、開放式廚房以及廚房天花有跌級樓板及／或假天花用以裝置冷氣系統及／或其他機電設備。部份工作間及／或洗手間內設有冷氣及／或機電設備之外露喉管／管道。
4. 露台及工作平台為不可封閉地方。
5. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、淋浴間、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
6. 部份住宅單位外的冷氣機平台將會放置屬於其單位及／或其他住宅物業的一部或多部冷氣機室外機。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

LEGEND OF THE TERMS AND ABBREVIATIONS FOR FLOOR PLANS

樓面平面圖中所使用名詞及簡稱之圖例

FIRE ALARM PANEL	= FIRE ALARM PANEL	火警警報信號板
F.S. & SPRINKLER INLET	= FIRE SERVICES AND SPRINKLER INLET	消防及花灑入水口
FR	= FLAT ROOF	平台
FR AT X/F	= FLAT ROOF AT X/F	平台於 X 樓
FR OF F.S. & SPRINKLER INLET	= FLAT ROOF OF FIRE SERVICES AND SPRINKLER INLET	消防及花灑入水口平台
HR	= HOSE REEL	消防喉轆
INACCESSIBLE VOID	= INACCESSIBLE VOID	不可到達的中空
KIT	= KITCHEN	廚房
LAV	= LAVATORY	洗手間
LIFT	= LIFT	升降機
LIFT LOBBY	= LIFT LOBBY	升降機大堂
LIFT SHAFT	= LIFT SHAFT	升降機槽
LIV/DIN	= LIVING ROOM / DINING ROOM	客廳／飯廳
M. BATH	= MASTER BATHROOM	主人浴室
M.L.	= METAL LOUVRE	金屬百葉
M.L. AT H/L	= METAL LOUVRE AT HIGH LEVEL	金屬百葉於高位
MBR	= MASTER BEDROOM	主人睡房
METAL/STONE CLADDING	= METAL / STONE CLADDING	金屬／石面板
O KIT	= OPEN KITCHEN	開放式廚房
PA	= PLANTING AREA	種植範圍
PD	= PIPE DUCT	管道槽
PG	= PRIVATE GARDEN	私人花園
PLANTER	= PLANTER	花槽
POTABLE & FLUSHING PUMP ROOM	= POTABLE AND FLUSHING PUMP ROOM	食水和沖廁水泵房
RC BEAM	= REINFORCED CEMENT CONCRETE BEAM	鋼筋混凝土樑
RC BEAM AT X/F ONLY	= REINFORCED CEMENT CONCRETE BEAM AT X/F ONLY	鋼筋混凝土樑只於X樓
R.C. SLAB	= REINFORCED CEMENT CONCRETE SLAB	鋼筋混凝土樓板
ROOF (FOR FLAT X)	= ROOF (FOR FLAT X)	天台（供單位 X）
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM	垃圾及物料回收房
SINK	= SINK	洗滌盆
SKYLIGHT	= SKYLIGHT	天窗
SPRINKLER CONTROL VALVE CABINET	= SPRINKLER CONTROL VALVE CABINET	花灑控制閥櫃
ST	= STORE ROOM	儲物室
STONE CLADDING	= STONE CLADDING	石面板
UP	= UP	上
UPPER PART OF PD	= UPPER PART OF PIPE DUCT	上層之管道槽
UPPER PART OF SPRINKLER CONTROL VALVE CABINET	= UPPER PART OF SPRINKLER CONTROL VALVE CABINET	上層之花灑控制閥櫃

- Notes:
- There may be architectural features on external walls of some of the floors.
 - Common pipes exposed and/or enclosed in cladding are located at/adjacent to balcony and/or flat roof and/or utility platform and/or air-conditioner platform and/or external wall and/or roof of some residential units.
 - There are sunken slabs and/or ceiling bulkheads at living rooms, dining rooms, bedrooms, utility rooms, corridors, bathrooms, lavatories, open kitchens and kitchens of some residential units for the air-conditioning system and/or mechanical and electrical service. There are exposed pipes/ductings for air-conditioning system and/or mechanical and electrical service within some utility rooms and/or lavatories.
 - Balconies and utility platforms are non-enclosed areas.
 - Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sink, water closets, shower, sink counter, etc, are architectural symbols retrieved from the latest approved general building plans for general indication only.
 - For some residential units, the air-conditioner platform(s) outside the unit will be placed with air-conditioner outdoor unit(s) belonging to that unit and/or other residential units.

- 備註:
- 部份樓層外牆範圍設有建築裝飾。
 - 部份住宅單位的露台及／或平台及／或工作平台及／或冷氣機平台及／或外牆及／或天台及／或附近設有外露及／或藏於外牆裝飾板內之公用喉管。
 - 部份住宅單位客廳、飯廳、睡房、工作間、走廊、浴室、洗手間、開放式廚房以及廚房天花有跌級樓板及／或假天花用以裝置冷氣系統及／或其他機電設備。部份工作間及／或洗手間內設有冷氣及／或機電設備之外露喉管／管道。
 - 露台及工作平台為不可封閉地方。
 - 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、淋浴間、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
 - 部份住宅單位外的冷氣機平台將會放置屬於其單位及／或其他住宅物業的一部或多部冷氣機室外機。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

LEGEND OF THE TERMS AND ABBREVIATIONS FOR FLOOR PLANS

樓面平面圖中所使用名詞及簡稱之圖例

UTP	= UTILITY PLATFORM	工作平台
UTR	= UTILITY ROOM	工作間
VD	= VENTILATION DUCT	通風管道
WMC	= WATER METER CABINET	水錶櫃
WMR	= WATER METER ROOM	水錶房

Notes:

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- 部份住宅單位客廳、飯廳、睡房、工作間、走廊、浴室、洗手間、開放式廚房以及廚房天花有跌級樓板及／或假天花用以裝置冷氣系統及／或其他機電設備。部份工作間及／或洗手間內設有冷氣及／或機電設備之外露喉管／管道。
- 露台及工作平台為不可封閉地方。
- 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、淋浴間、洗滌盆櫃等乃摘自最新的經批准的建築圖則，只作一般性標誌。
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 1 Aqua Avenue 第1座	1/F 1樓	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		1/F 1樓	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150, 200

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

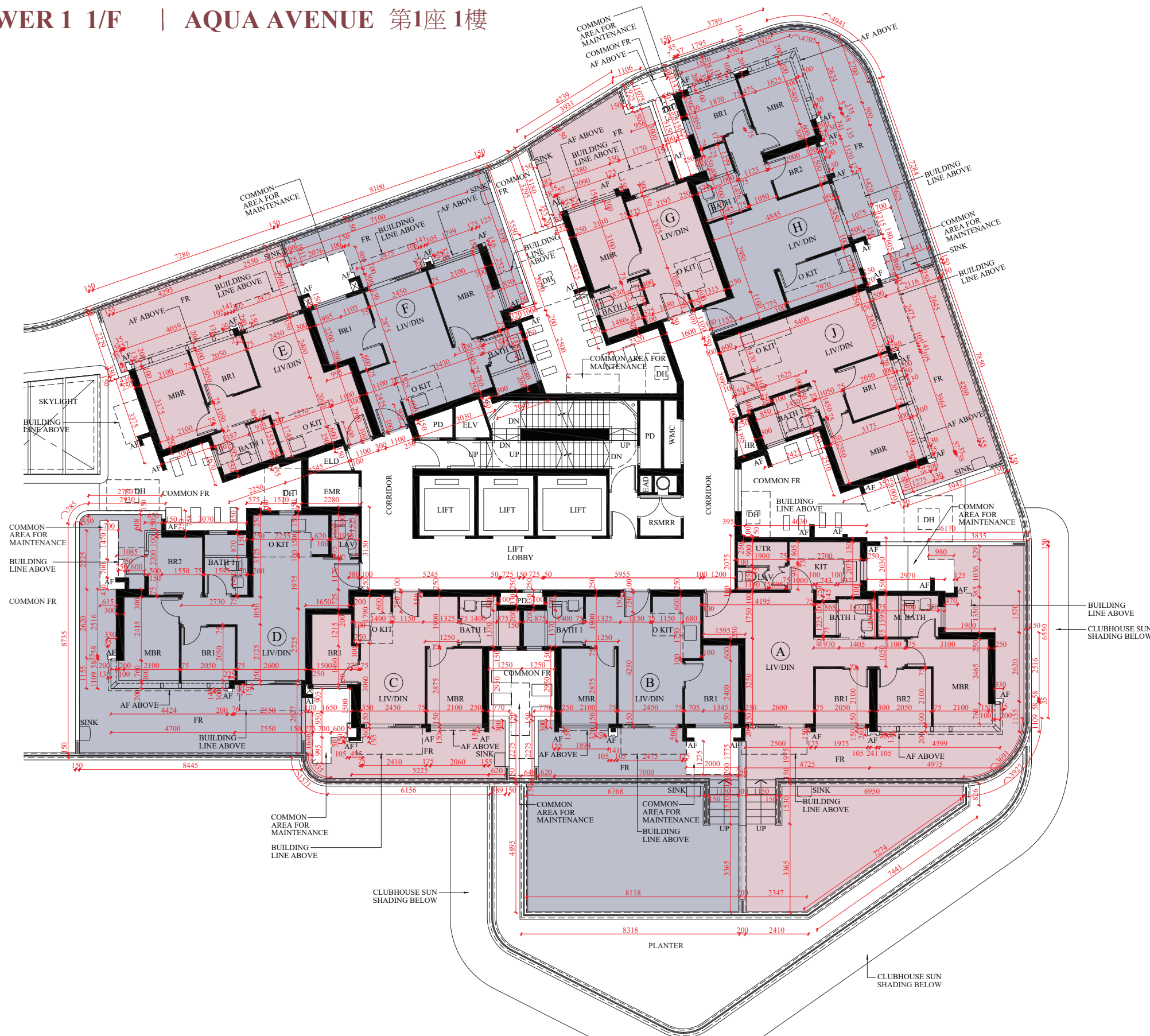
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

- Notes:
- The dimensions of floor plans are all structural dimensions in millimeter.
 - Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
 -  Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

- 備註:
- 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
 - 樓面平面圖中顯示之名詞及簡稱圖例請參閱本售樓說明書第AL01至AL03頁。
 -  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 1 1/F | AQUA AVENUE 第1座1樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 1 Aqua Avenue 第1座	2/F-3/F and 5/F-10/F 2樓至3樓及5樓至10樓	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		2/F-3/F and 5/F-10/F 2樓至3樓及5樓至10樓	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150, 200

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

- Notes:
- The dimensions of floor plans are all structural dimensions in millimeter.
 - Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
 -  Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

- 備註:
- 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
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 -  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 1 2/F-3/F AND 5/F-10/F | AQUA AVENUE 第1座 2樓至3樓及5樓至10樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 1 Aqua Avenue 第 1 座	11/F-12/F and 15/F 11 樓至 12 樓及 15 樓	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
		16/F 16 樓	3150, 3350, 3400, 3500	3350, 3500	3350, 3500	3150, 3400, 3500	3150, 3400, 3500	3150, 3350, 3500	3150, 3400, 3500	3350, 3500	3150, 3400, 3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		11/F-12/F and 15/F 11 樓至 12 樓及 15 樓	150, 175	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150, 200
		16/F 16 樓	150, 200	150, 200	150, 175, 200	150, 200, 300	150, 250	150, 200, 300	300	150, 175, 200	150, 175, 200

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

Notes:

- 1. The dimensions of floor plans are all structural dimensions in millimeter.
- 2. Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
- 3. [Dotted line] Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

備註:

- 1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
- 2. 樓面平面圖中顯示之名詞及簡稱圖例請參閱本售樓說明書第AL01至AL03頁。
- 3. [虛線] 設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 1 11/F-12/F AND 15/F-16/F | AQUA AVENUE 第1座 11樓至12樓及15樓至16樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位			
			A	B	C	D
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 1 Aqua Avenue 第1座	17/F 17樓	4000	4000	4000	4000
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		17/F 17樓	175, 200, 225	175, 200, 225	175, 200, 275	175, 200, 275

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

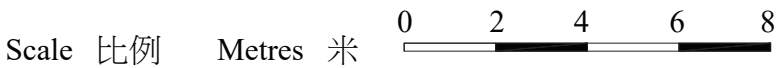
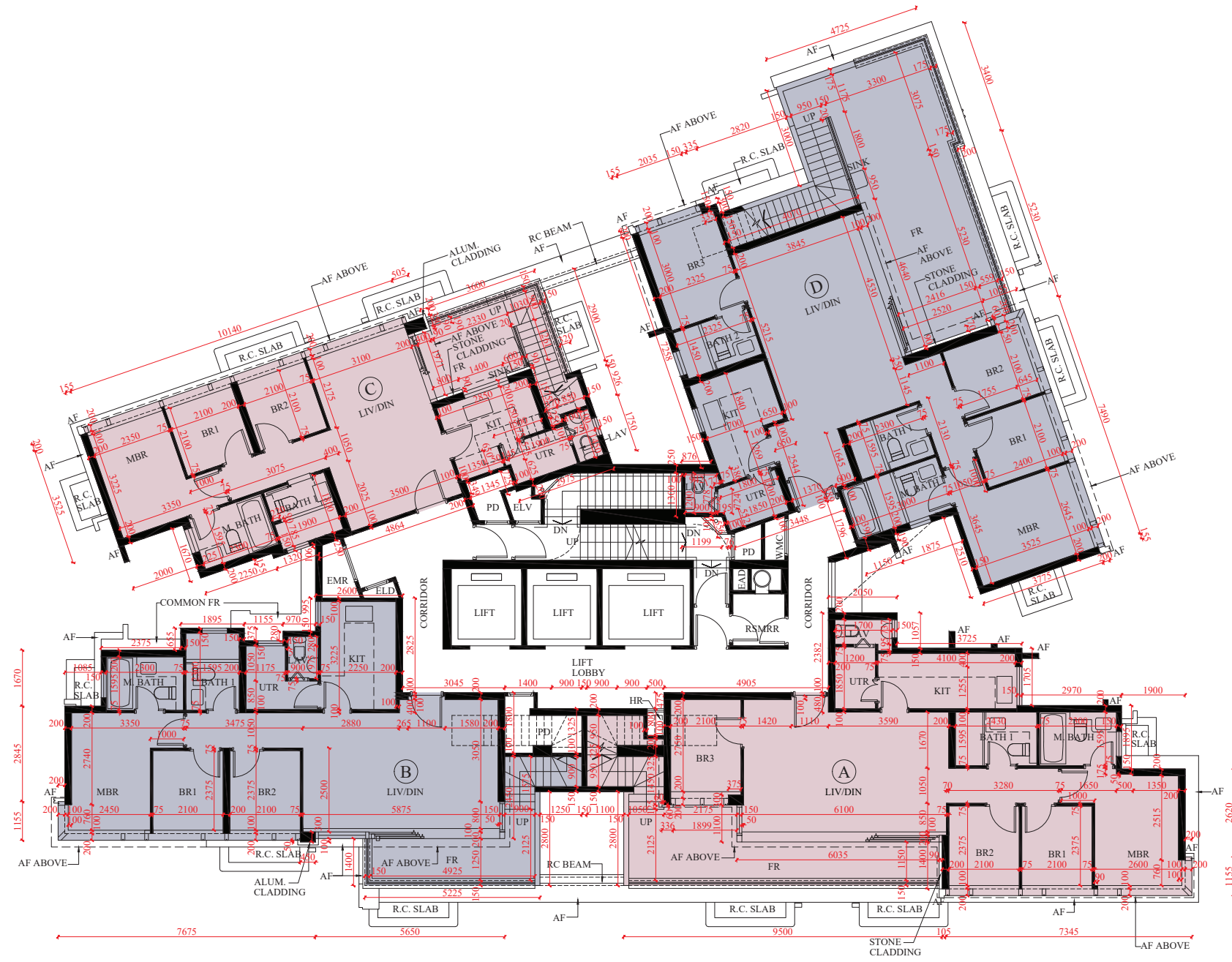
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- 備註:
- 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 1 17/F | AQUA AVENUE 第1座 17樓



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位			
			A	B	C	D
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 1 Aqua Avenue 第 1 座	Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

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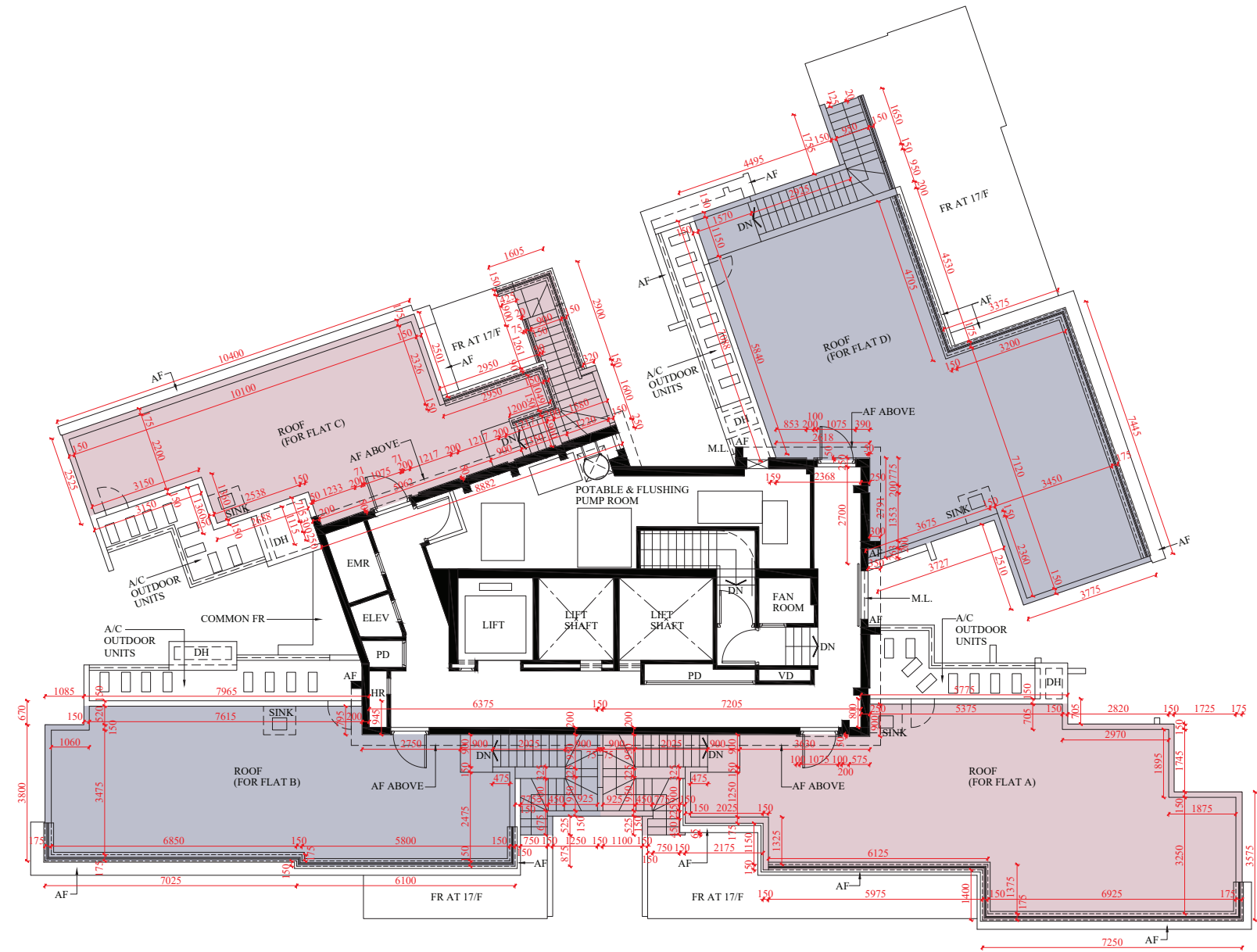
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- 3.  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 1 ROOF | AQUA AVENUE 第1座 天台



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度	Aqua Avenue Tower 2 Aqua Avenue 第2座	1/F 1樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		1/F 1樓	150, 200	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150, 200

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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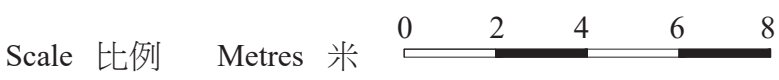
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- 備註:
- 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
 - 樓面平面圖中顯示之名詞及簡稱圖例請參閱本售樓說明書第AL01至AL03頁。
 -  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 2 1/F | AQUA AVENUE 第2座 1樓



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 2 Aqua Avenue 第2座	2/F-3/F, 5/F-12/F and 15/F-18/F 2樓至3樓、5樓至12樓及15樓至18樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		2/F-3/F, 5/F-12/F and 15/F-18/F 2樓至3樓、5樓至12樓及15樓至18樓	150, 200	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150, 200

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

- Notes:
- The dimensions of floor plans are all structural dimensions in millimeter.
 - Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
 -  Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

- 備註:
- 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
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 -  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 2 2/F-3/F, 5/F-12/F AND 15/F-18/F | AQUA AVENUE 第2座 2樓至3樓、5樓至12樓及15樓至18樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 2 Aqua Avenue 第 2 座	19/F-21/F 19 樓 至 21 樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
		22/F 22 樓	3150, 3400, 3500	3350, 3500	3350, 3500	3150, 3400, 3500	3150, 3400, 3500	3150, 3350, 3500	3150, 3400, 3500	3350, 3500	3150, 3400, 3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		19/F-21/F 19 樓 至 21 樓	150, 200	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150, 200
		22/F 22 樓	150, 200	150, 200	150, 175, 200	150, 200, 300	150, 250	150, 200, 300	150	150, 175, 200	150, 175, 200

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- Notes:
- The dimensions of floor plans are all structural dimensions in millimeter.
 - Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
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 -  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

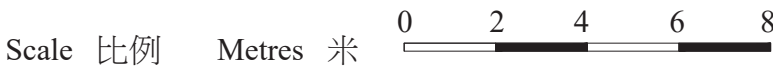
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 2 19/F-22/F | AQUA AVENUE 第2座 19樓至22樓



PART PLAN OF FLAT A AT 21/F AND 22/F
21樓及22樓A單位部分平面圖



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位			
			A	B	C	D
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 2 Aqua Avenue 第2座	23/F 23 樓	4000	4000	4000	4000
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		23/F 23 樓	175, 200, 225	175, 200, 225	175, 200, 275	175, 200, 275

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

Notes:

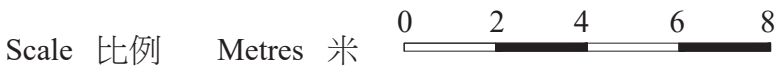
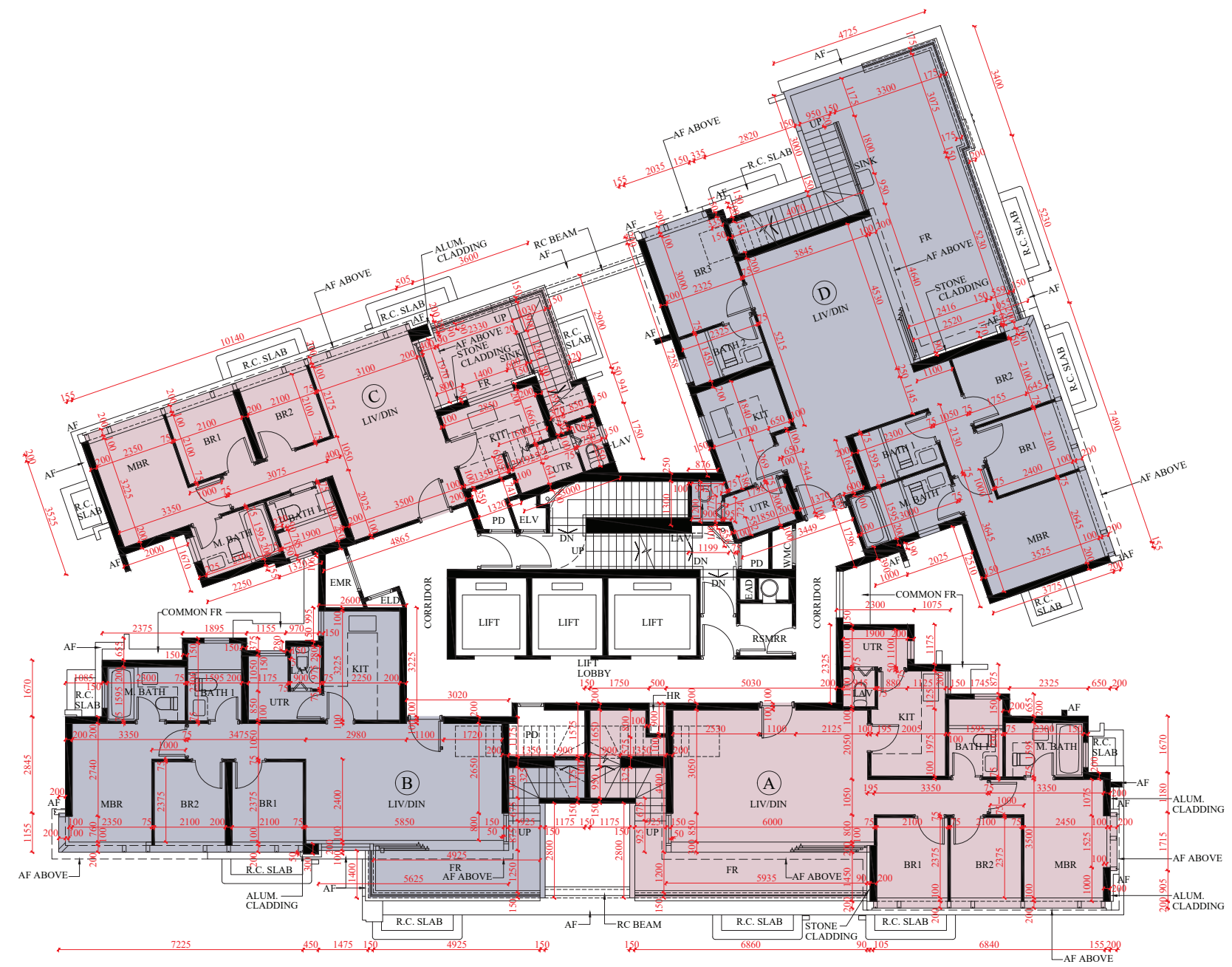
- 1. The dimensions of floor plans are all structural dimensions in millimeter.
- 2. Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
- 3.  Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

備註:

- 1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
- 2. 樓面平面圖中顯示之名詞及簡稱圖例請參閱本售樓說明書第AL01至AL03頁。
- 3.  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 2 23/F | AQUA AVENUE 第2座 23樓



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位			
			A	B	C	D
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 2 Aqua Avenue 第2座	Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

Notes:

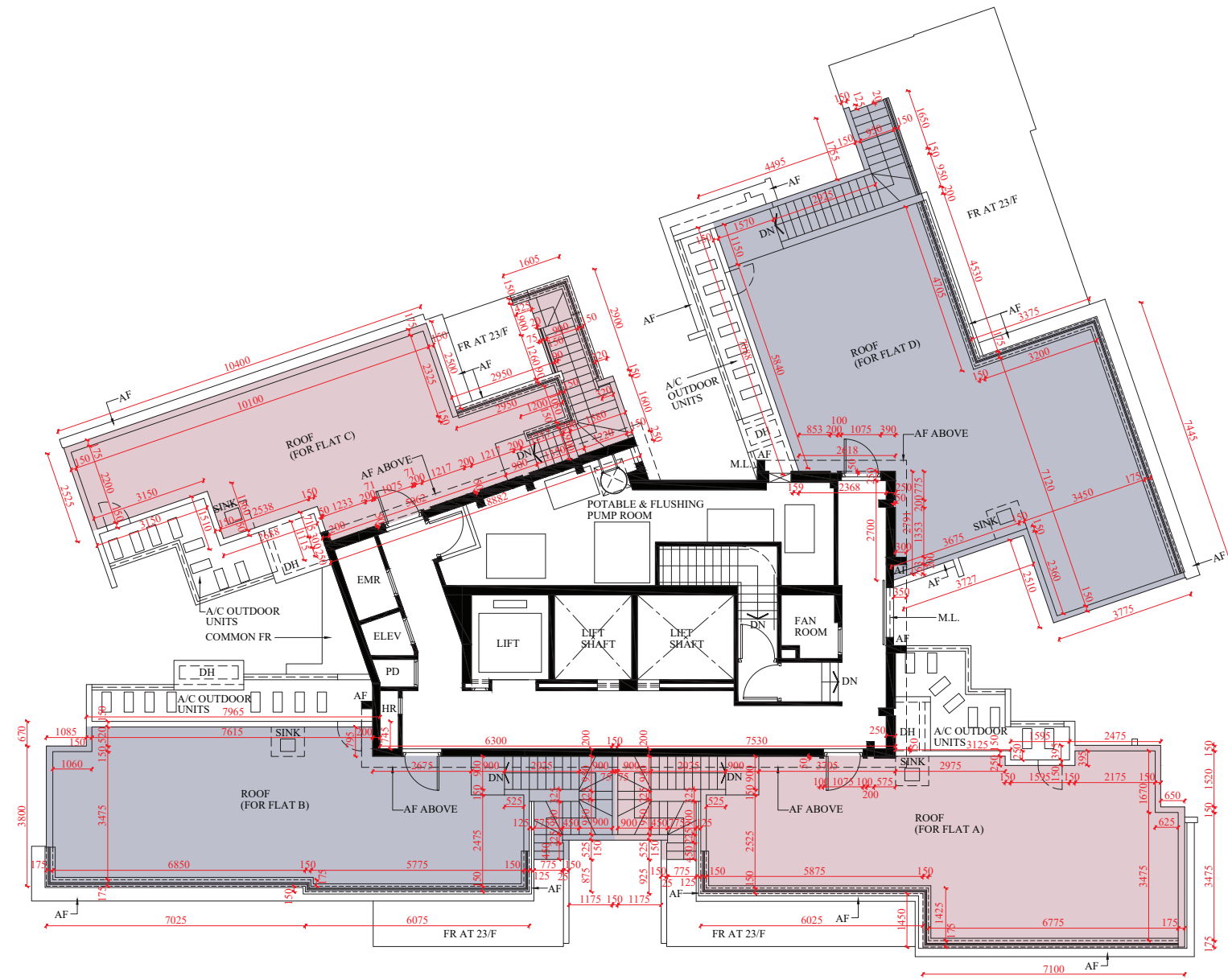
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- 3. [Dotted line] Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

備註:

- 1. 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
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- 3. [虛線] 設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 2 ROOF | AQUA AVENUE 第2座 天台



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位						
			A	B	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 3 Aqua Avenue 第3座	G1/F 地下1樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		G1/F 地下1樓	150	150, 175	150, 175	150, 175	175	150, 175, 200	150

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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

AQUA AVENUE TOWER 3 G1/F | AQUA AVENUE 第3座 地下1樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位						
			A	B	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 3 Aqua Avenue 第3座	G2/F 地下2樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		G2/F 地下2樓	150	150, 175	150, 175	150, 175	175	150, 175, 200	150

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

AQUA AVENUE TOWER 3 G2/F | AQUA AVENUE 第3座 地下2樓



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 3 Aqua Avenue 第 3 座	1/F-3/F, 5/F-12/F and 17/F-23/F 1 樓至 3 樓、5 樓 至 12 樓 及 17 樓至 23 樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
		15/F 15 樓	3325	3325	3325	3325	3325	3325, 3655	3325	3325	3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		1/F-3/F, 5/F-12/F and 17/F-23/F 1 樓至 3 樓、5 樓 至 12 樓 及 17 樓至 23 樓	150	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150
		15/F 15 樓	150	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150

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

AQUA AVENUE TOWER 3 1/F-3/F, 5/F-12/F, 15/F AND 17/F-23/F | AQUA AVENUE 第3座 1樓至3樓、5樓至12樓、15樓及17樓至23樓



PART PLAN OF FLAT H AT 10/F
10樓H單位部分平面圖

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 3 Aqua Avenue 第3座	25/F-27/F 25 樓至 27 樓	2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
		28/F 28 樓	3150, 3400, 3500	3350, 3500	3350, 3500	3150, 3300, 3400, 3500	3150, 3400, 3500	3150, 3350, 3500	3150, 3400, 3500	3350, 3500	3150, 3400, 3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		25/F-27/F 25 樓至 27 樓	150	150, 175	150, 175	150, 175	150, 175	150, 175	175	150, 175, 200	150
		28/F 28 樓	150, 200	150, 175, 200	150, 175, 200	150, 200, 300	150, 250	150, 200, 300	300	150, 175, 200	175, 200, 225

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

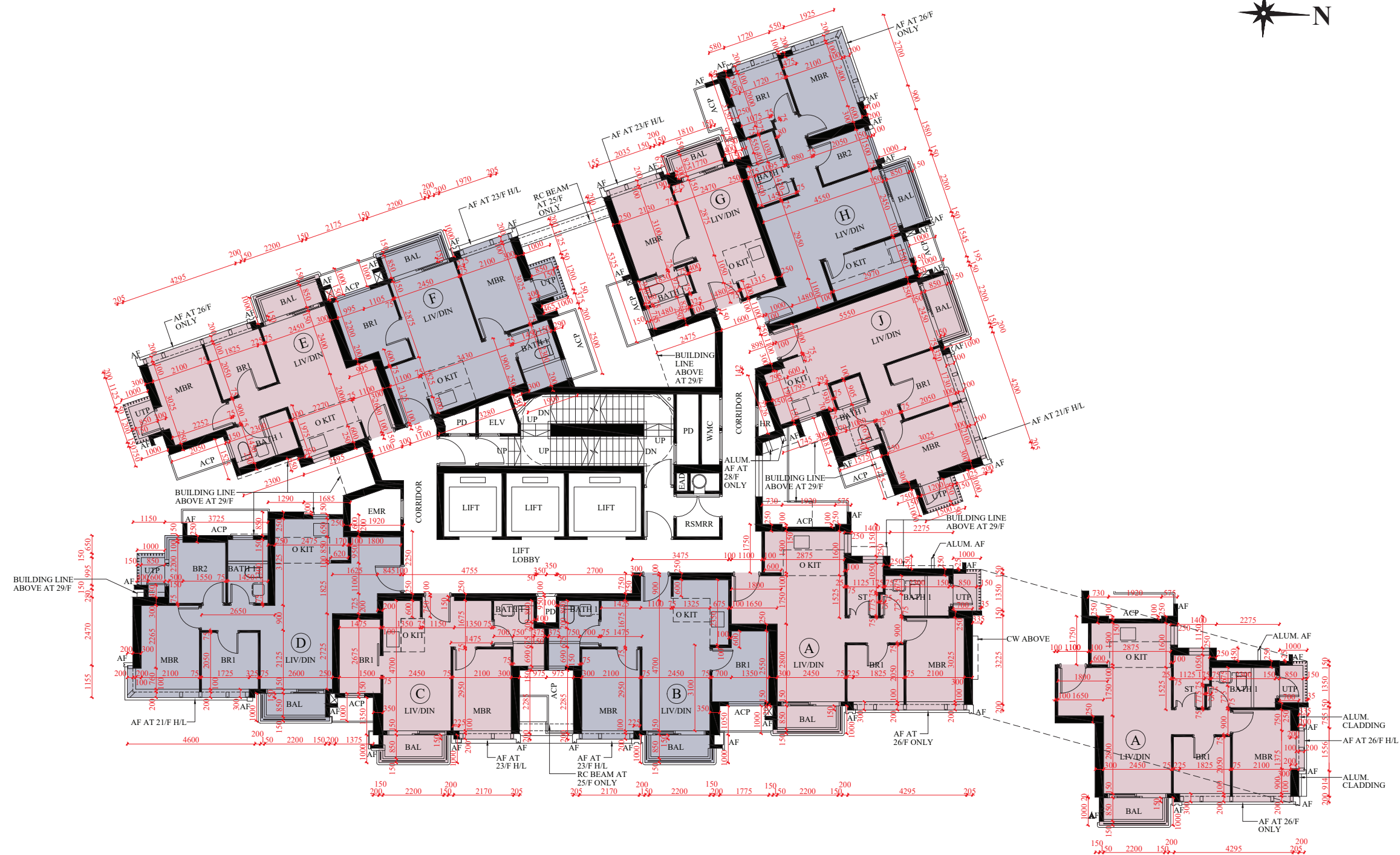
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 -  Dotted line in a residential unit with open kitchen delineates the extent of open kitchen area.

- 備註:
- 樓面平面圖所列之尺寸數字為毫米標示的建築結構尺寸。
 - 樓面平面圖中顯示之名詞及簡稱圖例請參閱本售樓說明書第AL01至AL03頁。
 -  設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

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

AQUA AVENUE TOWER 3 25/F-28/F | AQUA AVENUE 第3座 25樓至28樓



PART PLAN OF FLAT A AT 27/F AND 28/F
27樓及28樓A單位部分平面圖

Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

		Floor 樓層	Flat 單位			
			A	B	C	D
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 3 Aqua Avenue 第3座	29/F 29樓	4000	4000	4000	4000
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		29/F 29樓	175, 200	175, 200, 275	150, 200	175, 200

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. (This does not apply to the residential properties in the Phase because the design of the Phase does not involve reducing thickness of structural walls of residential properties on the upper floors and hence internal areas of those residential properties will not be increased.)

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。（不適用於期數內的住宅物業，因為期數的設計是不牽涉較高樓層的住宅物業的結構牆的厚度遞減。因此，該等住宅物業的內部面積不會增加。）

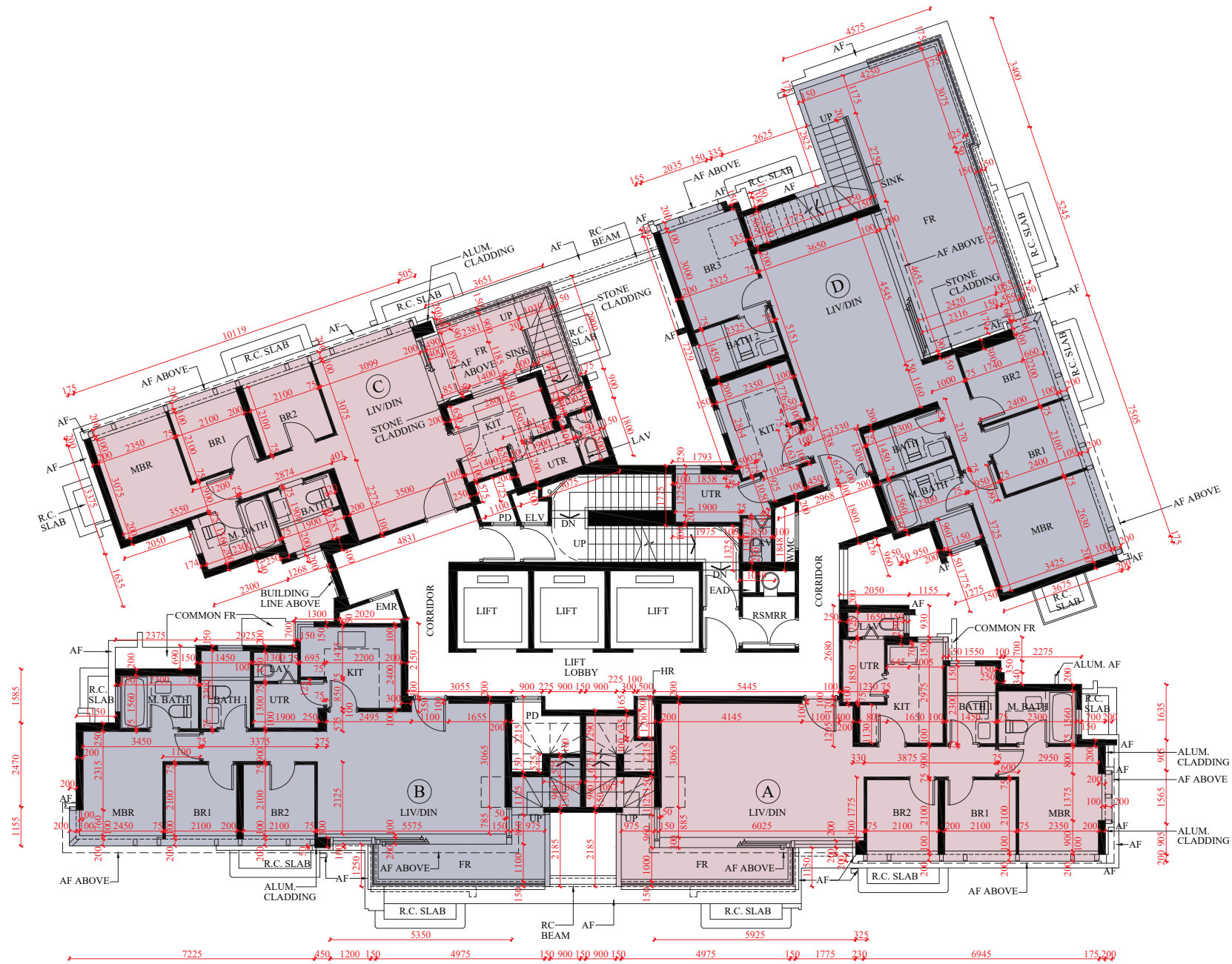
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 3 29/F | AQUA AVENUE 第3座 29樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位			
			A	B	C	D
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 3 Aqua Avenue 第3座	Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

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- 2. Please refer to Pages AL01 to AL03 of this sales brochure for legend of the terms and abbreviations shown in the floor plan.
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備註:

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- 3. [虛線] 設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位						
			C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 5 Aqua Avenue 第 5 座	G1/F 地下 1 樓	2925, 3075, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		G1/F 地下 1 樓	150, 175	150, 175	150, 175	175, 200	175	150, 175, 200	150, 200

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

AQUA AVENUE TOWER 5 G1/F | AQUA AVENUE 第5座 地下1樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位						
			C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 5 Aqua Avenue 第 5 座	G2/F 地下 2 樓	2925, 3075, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		G2/F 地下 2 樓	150, 175	150, 175	150, 175	175, 200	175	150, 175, 200	150, 200

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

AQUA AVENUE TOWER 5 G2/F | AQUA AVENUE 第5座 地下2樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 5 Aqua Avenue 第 5 座	1/F-3/F, 5/F-12/F, 17/F-23/F and 25/F-28/F 1 樓至 3 樓、5 樓 至 12 樓、 17 樓至 23 樓 及 25 樓至 28 樓	2975, 3225, 3325	2925, 2975, 3075, 3225, 3325	2925, 3075, 3225, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
		15/F 15 樓	3325	3325	3325	3325	3325	3325, 3655	3325	3325	3325
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		1/F-3/F, 5/F-12/F, 17/F-23/F and 25/F-28/F 1 樓至 3 樓、5 樓 至 12 樓、 17 樓至 23 樓 及 25 樓至 28 樓	150, 175, 200	150, 175, 200	150, 175	150, 175	150, 175	175, 200	175	150, 175, 200	150, 200
		15/F 15 樓	150, 175, 200	150, 175, 200	150, 175	150, 175	150, 175	175, 200	175	150, 175, 200	150

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

AQUA AVENUE TOWER 5 1/F-3/F, 5/F-12/F, 15/F, 17/F-23/F
AND 25/F-28/F

AQUA AVENUE 第5座 1樓至3樓、5樓至12樓、15樓、17樓至23樓及25樓至28樓



Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位								
			A	B	C	D	E	F	G	H	J
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 5 Aqua Avenue 第 5 座	29/F-31/F 29 樓至 31 樓	2975, 3225, 3325	2925, 2975, 3075, 3225, 3325	2925, 3075, 3325, 3325	2975, 3225, 3325	2975, 3225, 3325	2975, 3075, 3225, 3325	2975, 3075, 3225, 3325	2925, 2975, 3225, 3325	2975, 3225, 3325
		32/F 32 樓	3150, 3350, 3500	3150, 3350, 3500	3150, 3300, 3400, 3500	3150, 3400, 3500	3350, 3500	3150, 3400, 3500	3150, 3400, 3500	3350, 3500	3150, 3400, 3500
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		29/F-31/F 29 樓至 31 樓	150, 175, 200	150, 175, 200	150, 175	150, 175	150, 175	175, 200	175	150, 175, 200	150, 200
		32/F 32 樓	150, 175, 225	150, 175, 225, 300	150, 250	150, 300	150, 175, 250	150, 200, 225	300	175, 200, 225	175, 200, 225,

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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 5 29/F-32/F | AQUA AVENUE 第5座 29樓至32樓



PART PLAN OF FLAT A AT 31/F AND 32/F
31樓及32樓A單位部分平面圖

Scale 比例 Metres 米 0 2 4 6 8

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位		
			A	B	C
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 5 Aqua Avenue 第 5 座	33/F 33 樓	3925, 4000	3925, 4000	3925, 4000
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		33/F 33 樓	175, 250,	175, 200, 275	175, 200, 225, 250

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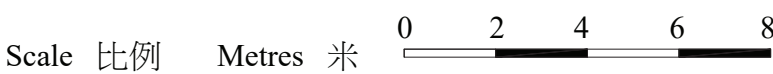
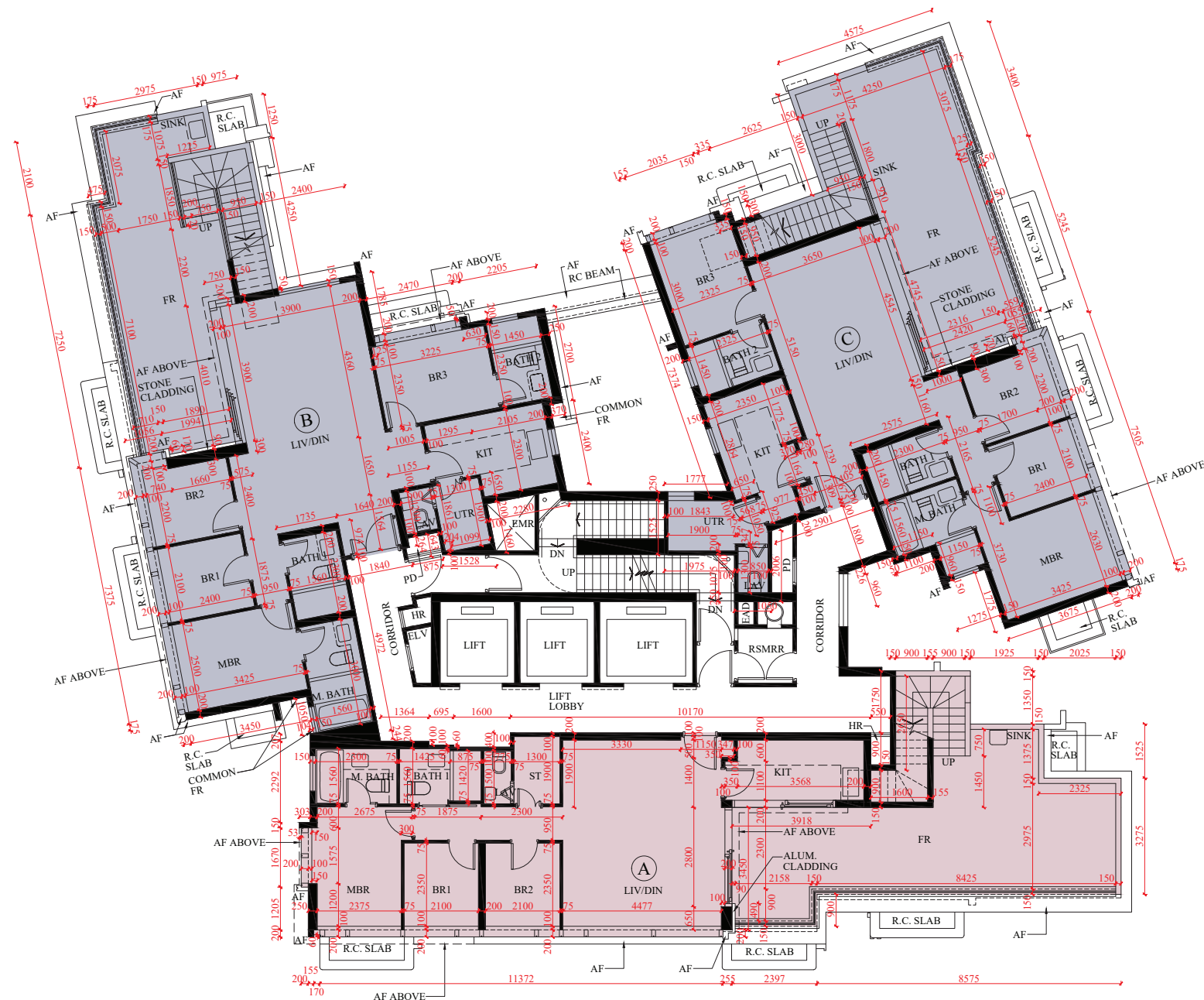
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

AQUA AVENUE TOWER 5 33/F | AQUA AVENUE 第5座 33樓



FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE

期數的住宅物業的樓面平面圖

	Block Name 大廈名稱	Floor 樓層	Flat 單位		
			A	B	C
Floor-to-floor height of each residential property (mm) 每個住宅物業的層與層之間的高度（毫米）	Aqua Avenue Tower 5 Aqua Avenue 第5座	Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
The thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板的厚度（不包括灰泥）（毫米）		Roof 天台	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

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- 3. [虛線] 設有開放式廚房的住宅單位內所顯示的虛線代表開放式廚房範圍。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第1座	1/F 1樓	A	61.191 (659) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	54.968 (592)	-	-	-	-	-	-
		B	36.797 (396) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	46.813 (504)	-	-	-	-	-	-
		C	34.535 (372) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	12.071 (130)	-	-	-	-	-	-
		D	50.923 (548) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	28.788 (310)	-	-	-	-	-	-
		E	38.382 (413) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	16.532 (178)	-	-	-	-	-	-
		F	37.904 (408) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	18.382 (198)	-	-	-	-	-	-
		G	25.982 (280) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	14.186 (153)	-	-	-	-	-	-

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

Notes:

1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
2. 4/F, 13/F and 14/F are omitted.
3. There is no verandah in the residential properties of the Phase.
4. The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

1. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4樓、13樓及14樓。
3. 期數的住宅物業不設陽台。
4. 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	1/F 1 樓	H	48.606 (523)	-	-	-	22.219 (239)	-	-	-	-	-	-
			Balcony 露台 :-										
			Utility Platform 工作平台 :-										
		J	Verandah 陽台 :-	-	-	-	19.282 (208)	-	-	-	-	-	-
			Balcony 露台 :-										
			Utility Platform 工作平台 :-										
Verandah 陽台 :-													

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	2/F-3/F and 5/F-10/F 2 樓至 3 樓及 5 樓至 10 樓	A	65.194 (702) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.297 (423) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	37.035 (399) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	54.928 (591) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.385 (456) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	41.904 (451) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	27.982 (301) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	2/F-3/F and 5/F-10/F 2 樓至 3 樓及 5 樓至 10 樓	H	51.106 (550)										
			Balcony 露台 : 2.500 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : -										
			Verandah 陽台 : -										
		J	42.089 (453)	-	-	-	-	-	-	-	-	-	-
			Balcony 露台 : 2.501 (27)										
			Utility Platform 工作平台 : 1.500 (16)										
			Verandah 陽台 : -										

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	11/F-12/F and 15/F-16/F 11 樓至 12 樓及 15 樓至 16 樓	A	65.194 (702) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.614 (426) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	37.353 (402) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	54.928 (591) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.385 (456) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	42.220 (454) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.302 (305) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第 1 座	11/F-12/F and 15/F-16/F 11 樓至 12 樓及 15 樓至 16 樓	H	51.106 (550)										
			Balcony 露台 : 2.500 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : -										
			Verandah 陽台 : -										
		J	42.089 (453)										
			Balcony 露台 : 2.501 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : 1.500 (16)										
			Verandah 陽台 : -										

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 1 Aqua Avenue 第1座	17/F 17樓	A	82.982 (893) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	12.312 (133)	-	-	64.725 (697)	-	-	-
		B	74.867 (806) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	5.867 (63)	-	-	51.696 (556)	-	-	-
		C	65.432 (704) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	5.461 (59)	-	-	43.710 (470)	-	-	-
		D	93.822 (1010) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	26.547 (286)	-	-	71.882 (774)	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	1/F 1 樓	A	45.786 (493) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	32.328 (348)	-	-	-	-	-	-
		B	36.814 (396) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	10.040 (108)	-	-	-	-	-	-
		C	34.535 (372) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	11.728 (126)	-	-	-	-	-	-
		D	50.923 (548) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	19.866 (214)	-	-	-	-	-	-
		E	38.382 (413) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	24.028 (259)	-	-	-	-	-	-
		F	37.904 (408) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	18.053 (194)	-	-	-	-	-	-
		G	25.982 (280) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	14.680 (158)	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	1/F 1 樓	H	48.606 (523)	-	-	-	17.436 (188)	-	-	-	-	-	-
			Balcony 露台 : -										
			Utility Platform 工作平台 : -										
		Verandah 陽台 : -											
		J	38.088 (410)	-	-	-	14.616 (157)	-	-	-	-	-	-
			Balcony 露台 : -										
			Utility Platform 工作平台 : -										
			Verandah 陽台 : -										

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

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

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	2/F-3/F, 5/F-12/F and 15/F-18/F 2 樓至 3 樓、 5 樓至 12 樓及 15 樓至 18 樓	A	49.841 (536) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.314 (423) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	37.035 (399) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	54.928 (591) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.385 (456) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	41.904 (451) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	27.982 (301) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

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- There is no verandah in the residential properties of the Phase.
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住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	2/F-3/F, 5/F-12/F and 15/F-18/F 2 樓至 3 樓、 5 樓至 12 樓及 15 樓至 18 樓	H	51.106 (550) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	42.089 (453) Balcony 露台 : 2.501 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

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

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	19/F and 20/F 19 樓及 20 樓	A	49.841 (536) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.632 (427) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	37.353 (402) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	54.928 (591) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.385 (456) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	42.220 (454) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.302 (305) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

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

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
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Aqua Avenue Tower 2 Aqua Avenue 第 2 座	19/F and 20/F 19 樓及 20 樓	H	51.106 (550)	-	-	-	-	-	-	-	-	-	-
			Balcony 露台 : 2.500 (27)										
			Utility Platform 工作平台 : -										
		Verandah 陽台 : -											
		J	42.089 (453)	-	-	-	-	-	-	-	-	-	-
Balcony 露台 : 2.501 (27)													
Utility Platform 工作平台 : 1.500 (16)													
			Verandah 陽台 : -										

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	21/F and 22/F 21 樓及 22 樓	A	50.185 (540) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.632 (427) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	37.353 (402) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	54.928 (591) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.385 (456) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	42.220 (454) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.302 (305) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

備註:

- 上述以平方呎顯示之面積, 均以1平方米=10.764平方呎換算, 並以四捨五入至整數平方呎, 平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第 2 座	21/F and 22/F 21 樓及 22 樓	H	51.106 (550)	-	-	-	-	-	-	-	-	-	-
			Balcony 露台 : 2.500 (27)										
			Utility Platform 工作平台 : -										
		Verandah 陽台 : -											
		J	42.089 (453)	-	-	-	-	-	-	-	-	-	-
Balcony 露台 : 2.501 (27)													
Utility Platform 工作平台 : 1.500 (16)													
			Verandah 陽台 : -										

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 2 Aqua Avenue 第2座	23/F 23樓	A	74.604 (803) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	7.760 (84)	-	-	55.674 (599)	-	-	-
		B	73.543 (792) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	5.891 (63)	-	-	51.550 (555)	-	-	-
		C	65.478 (705) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	5.457 (59)	-	-	43.713 (471)	-	-	-
		D	93.794 (1010) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	26.547 (286)	-	-	71.883 (774)	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F and 14/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓及14樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	G1/F 地下1樓	A	42.428 (457) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	26.598 (286)	-	-	-	-	-
		B	39.230 (422) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	20.516 (221)	-	-	-	-	-
		E	37.175 (400) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	32.931 (354)	-	-	-	-	-
		F	37.159 (400) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	30.631 (330)	-	-	-	-	-
		G	26.013 (280) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	21.715 (234)	-	-	-	-	-
		H	46.095 (496) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	36.322 (391)	-	-	-	-	-
		J	38.792 (418) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	30.429 (328)	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	G2/F 地下2樓	A	47.976 (516) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	40.393 (435) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	41.178 (443) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	41.159 (443) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.013 (302) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	48.595 (523) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	42.793 (461) Balcony 露台 : 2.501 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	1/F-3/F, 5/F-12/F, 15/F and 17/F-23/F 1樓至3樓、 5樓至12樓、 15樓及 17樓至23樓	A	47.976 (516) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	40.264 (433) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	35.366 (381) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	53.298 (574) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	41.178 (443) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	41.159 (443) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.013 (302) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	1/F-3/F, 5/F-12/F, 15/F and 17/F-23/F	H	48.595 (523) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
	1 樓至 3 樓、 5 樓至 12 樓、 15 樓及 17 樓至 23 樓	J	42.793 (461) Balcony 露台 : 2.501 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

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- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	25/F and 26/F 25樓及26樓	A	47.976 (516) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	40.579 (437) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	35.682 (384) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	53.298 (574) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	41.178 (443) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	41.474 (446) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.333 (305) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	25/F and 26/F 25樓及26樓	H	48.595 (523)	-	-	-	-	-	-	-	-	-	-
			Balcony 露台 : 2.500 (27)										
			Utility Platform 工作平台 : -										
		Verandah 陽台 : -											
		J	42.793 (461)	-	-	-	-	-	-	-	-	-	-
Balcony 露台 : 2.501 (27)													
Utility Platform 工作平台 : 1.500 (16)													
			Verandah 陽台 : -										

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	27/F and 28/F 27樓及28樓	A	48.287 (520) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	40.579 (437) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	35.682 (384) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	53.298 (574) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.505 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	41.178 (443) Balcony 露台 : 2.503 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	41.474 (446) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.333 (305) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	27/F and 28/F 27樓及28樓	H	48.595 (523)										
			Balcony 露台 : 2.500 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : -										
			Verandah 陽台 : -										
		J	42.793 (461)										
			Balcony 露台 : 2.501 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : 1.500 (16)										
			Verandah 陽台 : -										

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 3 Aqua Avenue 第3座	29/F 29樓	A	71.383 (768) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	4.856 (52)	-	-	53.791 (579)	-	-	-
		B	69.038 (743) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	5.250 (57)	-	-	48.196 (519)	-	-	-
		C	65.084 (701) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	5.352 (58)	-	-	44.924 (484)	-	-	-
		D	92.540 (996) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	25.599 (276)	-	-	70.786 (762)	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	G1/F 地下 1 樓	C	38.570 (415) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	31.318 (337)	-	-	-	-	-
		D	35.853 (386) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	29.164 (314)	-	-	-	-	-
		E	61.156 (658) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	53.458 (575)	-	-	-	-	-
		F	26.750 (288) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	21.333 (230)	-	-	-	-	-
		G	25.963 (279) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	21.095 (227)	-	-	-	-	-
		H	46.413 (500) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	37.726 (406)	-	-	-	-	-
		J	39.083 (421) Balcony 露台 :- Utility Platform 工作平台 :- Verandah 陽台 :-	-	-	-	-	31.555 (340)	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	G2/F 地下 2 樓	C	41.070 (442) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	39.853 (429) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	65.046 (700) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	28.863 (311) Balcony 露台 : 2.113 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	27.963 (301) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	48.913 (526) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	43.084 (464) Balcony 露台 : 2.501 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
2. 4/F, 13/F, 14/F and 24/F are omitted.
3. There is no verandah in the residential properties of the Phase.
4. The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

1. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設4樓、13樓、14樓及24樓。
3. 期數的住宅物業不設陽台。
4. 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	1/F-3/F, 5/F-12/F, 15/F, 17/F-23/F and 25/F-28/F 1樓至3樓、 5樓至12樓、 15樓、 17樓至23樓及 25樓至28樓	A	49.320 (531) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.502 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.232 (422) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	40.471 (436) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	39.853 (429) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	65.046 (700) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	28.863 (311) Balcony 露台 : 2.113 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	27.963 (301) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
- The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	1/F-3/F, 5/F-12/F, 15/F, 17/F-23/F and 25/F-28/F 1樓至3樓、 5樓至12樓、 15樓、 17樓至23樓及 25 樓至 28 樓	H	48.913 (526) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	43.084 (464) Balcony 露台 : 2.501 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台, 工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	29/F and 30/F 29 樓及 30 樓	A	49.320 (531) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.502 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.232 (422) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	40.471 (436) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	39.853 (429) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	65.046 (700) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	29.193 (314) Balcony 露台 : 2.113 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.283 (304) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

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

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	29/F and 30/F 29 樓及 30 樓	H	48.913 (526)										
			Balcony 露台 : 2.500 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : -										
			Verandah 陽台 : -										
		J	43.084 (464)										
		J	Balcony 露台 : 2.501 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : 1.500 (16)										
			Verandah 陽台 : -										

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

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

備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	31/F and 32/F 31 樓及 32 樓	A	49.633 (534) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.502 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	39.232 (422) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	40.471 (436) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	39.853 (429) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	65.046 (700) Balcony 露台 : 2.500 (27) Utility Platform 工作平台 : 1.503 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	29.193 (314) Balcony 露台 : 2.113 (23) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	28.283 (304) Balcony 露台 : 2.000 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

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

Notes:

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- 4/F, 13/F, 14/F and 24/F are omitted.
- There is no verandah in the residential properties of the Phase.
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住宅物業的實用面積、以及露台、工作平台及陽台（如有）的樓面面積，是按照《一手住宅物業銷售條例》第 8 條計算得出的。其他指明項目的面積（不計算入實用面積），是按照《一手住宅物業銷售條例》附表 2 第 2 部計算得出的。

備註:

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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第 5 座	31/F and 32/F 31 樓及 32 樓	H	48.913 (526)										
			Balcony 露台 : 2.500 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : -										
			Verandah 陽台 : -										
		J	43.084 (464)										
			Balcony 露台 : 2.501 (27)	-	-	-	-	-	-	-	-	-	-
			Utility Platform 工作平台 : 1.500 (16)										
			Verandah 陽台 : -										

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

Notes:

- 1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from that shown in square metre.
- 2. 4/F, 13/F, 14/F and 24/F are omitted.
- 3. There is no verandah in the residential properties of the Phase.
- 4. The symbol "-" as shown in the above table denotes "Not provided".

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

備註:

- 1. 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
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AREA OF RESIDENTIAL PROPERTIES IN THE PHASE

期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台，工作平台及陽台（如有）) 平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積） 平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Aqua Avenue Tower 5 Aqua Avenue 第5座	33/F 33樓	A	75.670 (815)	-	-	-	31.734 (342)	-	-	56.341 (606)	-	-	-
			Balcony 露台 :-										
			Utility Platform 工作平台 :-										
		B	Verandah 陽台 :-	-	-	-	22.815 (246)	-	-	70.506 (759)	-	-	-
			Balcony 露台 :-										
			Utility Platform 工作平台 :-										
		C	Verandah 陽台 :-	-	-	-	25.599 (276)	-	-	70.996 (764)	-	-	-
			Balcony 露台 :-										
			Utility Platform 工作平台 :-										

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

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備註:

- 上述以平方呎顯示之面積，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
- 不設4樓、13樓、14樓及24樓。
- 期數的住宅物業不設陽台。
- 上表所顯示之「-」符號代表「不提供」。

FLOOR PLANS OF PARKING SPACES IN THE PHASE

期數中的停車位的樓面平面圖

Not Applicable

不適用

SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the “preliminary agreement”);
2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
 - (i) the preliminary agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.

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

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

The executed Principal Deed of Mutual Covenant and Management Agreement of the Development (the "DMC") provides that:-

A. The common parts of the Phase

1. **“Common Areas and Facilities”** means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Residential Carpark Common Areas and Facilities and all those parts and such of the facilities of the Development designated as common areas and facilities in any Sub-Deed(s).
2. **“Development Common Areas and Facilities”** means and includes:-
 - (a) in so far as they are within the PDMC Phase:-
 - (i) those parts of the PDMC Phase which are intended for common use and benefit of the Development including but not limited to the external walls, the Greenery Areas with Common Access (in so far as the same are within the Development Common Areas and Facilities) and common access thereto, the Transport Interchange, the Existing Paths and Tracks, air ducts, passages, entrances, walkways, stairways, landings, platforms, boundary fence walls, lobbies, driveways, roadways and pavements, ramps, circulation and manoeuvring spaces, covered landscape areas (for the purpose of identification only shown coloured Green Hatched Brown), drainage connection, electrical rooms, extra low voltage rooms, fire services control rooms, fire services water pump rooms, fan rooms, fuel tank rooms, generator rooms, main switch rooms, master water meter rooms, owner’s corporation office (for the purpose of identification only marked “Owner’s Corporation Office” on the DMC Plans), pipe ducts, refuse collection & material recovery chamber, refuse rooms, sprinkler pump rooms, street fire hydrant pump room, telecommunication broadcasting equipment rooms, town gas kiosks, transformer rooms, store rooms, landscaped areas, planters and such of the drains, channels, water mains, sewers, wires, cables and other facilities whether ducted or otherwise which are or at any time may be in under or over or passing through the Land through which fresh or salt water, sewage, gas, telephone, electricity and other services are supplied to the Development, trees, shrubs and other plants and vegetation, lamp posts and other lighting facilities, fire prevention and fighting equipment and apparatus, riser ducts, sewage pump rooms, sewage water tanks, security systems and apparatus, the space for refuse collection vehicles, 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;
 - (ii) to the extent not specifically provided in sub-paragraph (i) above, such other parts of the PDMC Phase:-
 - (A) covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance;which are (in so far as they are capable of being identified and shown on plans) for the purposes of identification only shown coloured Green, Green Hatched Brown, Green Hatched Indigo and Green Edged Indigo on the DMC Plans; and
 - (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Development Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)but excluding:-
 - (i) the Residential Common Areas and Facilities and the Residential Carpark Common Areas and Facilities; and

- (ii) such areas within the Development 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.

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

- (a) in so far as they are within the PDMC Phase:-
 - (i) the Common EV Facilities, all the driveways, passages, corridors, ramps, staircases, lifts, lift shafts within the PDMC Phase which are intended for the common use and benefit of the Carpark as a whole;
 - (ii) such other areas, apparatus, devices, systems and facilities of and in the Development and within the PDMC Phase intended for the common use and benefit of the Carpark as a whole; and
 - (iii) to the extent not specifically provided in sub-paragraphs (i) and (ii) above, such other parts of the PDMC Phase:-
 - (A) covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance; and/or
 - (B) fall within the categories as specified in Schedule 1 to the Building Management Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Building Management Ordinance;which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Yellow on the DMC Plans; and
 - (b) such other areas, apparatus, devices, systems and facilities of and in the Land and the Development as may from time to time be designated as the Residential Carpark Common Areas and Facilities in accordance with this Deed or any Sub-Deed(s)
- but excluding:-
- (i) the Development Common Areas and Facilities and the Residential Common Areas and Facilities; and
 - (ii) such areas within the Development the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

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

- (a) in so far as they are within the PDMC Phase:-
 - (i) the Curtain Wall (excluding all windows forming part of the Residential Units), external walls (including non-structural prefabricated external walls which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown in Indigo dotted lines and marked “Non-structural Prefabricated External Wall” on the DMC Plans), external wall finishes, glass parapet walls, architectural features, top of canopies of balconies, top of canopies of utility platforms, and surfaces of the Residential Accommodation;
 - (ii) the Accessible Residential Car Parking Spaces, the Bicycle Parking Spaces, the Greenery Areas with Common Access (in so far as the same are within the Residential Common Areas and Facilities) and common access thereto, the Recreational Areas and Facilities, the Recreational Areas and Facilities Car Parking Spaces, the Residential Loading and Unloading Spaces, the Visitor Parking Spaces, the air-conditioner platforms, cast-in anchors for anchoring of fall-arresting-devices by workers, covered landscape areas (for the purpose of identification only shown coloured Red Hatched Brown), covered walkway (for the purpose of identification only shown coloured Red Hatched Indigo) and such of the passages, common corridors and lift lobbies, entrances, landings, entrance lobbies, trellis (for the purpose of identification only shown coloured Red Hatched Green), AMR rooms, caretakers' offices, guard houses (for the purpose of identification only marked “Guard

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

House” on the DMC Plans), hose reels, management offices (for the purpose of identification only marked “Management Office” on the DMC Plans), store rooms, structural walls, stairways, communal television and radio aerial systems for reception of television and radio broadcast, telecommunications and broadcasting distribution networks, areas for the installation or use of aerial broadcast distribution or telecommunications network facilities, electrical cabinet, electrical ducts, electrical rooms, electrical meter cabinet, extra low voltage ducts, emergency generator rooms, fire services & sprinkler pump room, fire services pipe ducts, fire services water tank rooms, fireman's lift lobbies, fan rooms, filtration plants rooms, flushing water tank, lavatories for watchman and management staff, pipe ducts (P.D.), potable water tank, potable and flushing water pump room, refuse storage and material recovery rooms, fire service control valve rooms, sprinkler pump rooms, sprinkler water tank rooms, switch rooms, drencher transfer water tank, telecommunication broadcasting equipment rooms, lift machine rooms, transformer rooms, water meter cabinet, wider common corridors and lift lobbies (for the purpose of identification only marked “Wider Common Corridors and Lift Lobbies” on the DMC Plans and shown coloured Red Hatched Black), common flat roofs, top roof, roofs and flat roofs not forming parts of Residential Units, and such of the lifts, lift shafts, firemen's lifts, lighting, drains, channels, sewers, flushing and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or flushing water, sewage, gas, electricity and other services are supplied to the Residential Accommodation, pumps, tanks, sanitary fittings, electrical installations, fittings, equipment and apparatus, fire prevention and fighting equipment and apparatus, security systems and apparatus, ventilation system, permanent artificial lighting at staircases, the backup automatic activated emergency lighting system, environmentally friendly system and features and the plant room, pipe ducts/air ducts for environmentally friendly system and features (including without limitation the rainwater harvesting system plant room) (for the purpose of identification only shown coloured Red Cross-Hatched Green) and access and working spaces for external drainage pipes; and

- (iii) such other areas, apparatus, devices, systems and facilities of and in the Residential Accommodation within the PDMC Phase intended for the common use and benefit of the Owners, residents or tenants of the Residential Accommodation and their bona fide guests, visitors or invitees,
- (iv) to the extent not specifically provided in sub-paragraphs (i) to (iii) above, such other parts of the PDMC Phase:-

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

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

which are (in so far as they are capable of being shown on plans) for the purposes of identification only shown coloured Red, Red Hatched Black, Red Cross-Hatched Black, Red Hatched Brown, Red Hatched Green, Red Hatched Indigo, Red Cross-Hatched Green, Red Cross-Hatched Indigo and Indigo dotted lines on the DMC Plans; and

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

but excluding:-

- (i) the Development Common Areas and Facilities and the Residential Carpark Common Areas and Facilities; and
- (ii) such areas within the Development in respect of which the exclusive right and privilege to hold, use, occupy and enjoy the same belongs to any particular Owner and such facilities within the Development serving only any particular Owner.

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

Please see the summary table appended at the end of this section.

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

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

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

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

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

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

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

Not Applicable.

Note:

For full details, please refer to executed DMC which is free for inspection during opening hours at the sales office. Full script of the executed DMC is available for inspection upon request and copy of the executed DMC can be obtained upon paying necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

發展項目已簽立的主公契及管理協議(「**公契**」)規定：

A. 該期數的公用部分

1. 「**公用地方及設施**」合指發展項目公用地方及設施、住宅公用地方及設施、住宅停車場公用地方及設施，以及在任何副公契中指定為公用地方及設施的發展項目所有部分及設施；

2. 「**發展項目公用地方及設施**」指及包括：

- (a) 只要該等地方及設施位於主公契期數範圍以內：
 - (i) 主公契期數內擬供發展項目共用及共享的該等部分，包括但不限於外牆、綠化區域連公用通道(僅限於位於發展項目公用地方及設施範圍內的綠化區域)及其公用通道、交通交匯處、現有路徑及路軌、風槽、通道、入口、行人道、樓梯、梯台、平台、邊界圍牆、大堂、車道、道路及行人路、斜道、迴旋處及調度區、有蓋園景地方(在公契圖則上以綠色間棕色斜線顯示僅供識別)、排水渠接駁系統、電氣房、特低壓電房、消防控制室、消防水泵房、風機房、燃料箱房、發電機房、總電掣房、總水錶房、業主立案法團辦事處(在公契圖則上標明為「業主立案法團辦事處」僅供識別)、管道槽、垃圾收集及物料回收房、垃圾房、花灑泵房、街道消防龍頭泵房、電訊廣播設備室、煤氣調壓室、變壓器房、儲物室、園景地方、花槽，以及現時或於任何時候在該土地之內、之下或之上或通過該土地以使淡水或鹹水、排污、氣體、電話、電力及其他服務得以供應予發展項目的排水渠、渠道、總水管、污水渠、電線、電纜及其他設施，不論有無管道、樹木、灌木和其他植物及植被、燈柱與其他照明設施、防火和救火設備及器具、電線管井、污水泵房、污水水箱、保安系統和器材、垃圾收集車停車位、通風系統，以及在發展項目內安裝或提供擬供發展項目共用及共享的任何其他機械系統、裝置或設施；
 - (ii) 在以上(i)分段沒有具體規定的情況下，包括主公契期數以下其他部分：
 - (A)《建築物管理條例》第2條所列「公用部分」定義(a)段所涵蓋的部分；及／或
 - (B)《建築物管理條例》附表1指明的並包括在《建築物管理條例》第2條所列「公用部分」定義(b)段之下類別以內的部分；

以上各部分在公契圖則上以綠色、綠色間棕色斜線、綠色間靛藍色斜線及綠色邊靛藍色顯示僅供識別(如該等部分可在圖則上識別及顯示)；及

- (b) 按照本公契或任何副公契不時指定為發展項目公用地方及設施的屬於和位於該土地及發展項目的其他地方、器具、裝置、系統及設施，

但不包括：

- (i) 住宅公用地方及設施和住宅停車場公用地方及設施；及
- (ii) 在發展項目之內由任何特定業主擁有獨有權利與特權持有、使用、佔用和享用的地方，以及在發展項目之內只為任何特定業主提供服務的設施。

3. 「**住宅停車場公用地方及設施**」指及包括：

- (a) 只要該等地方及設施位於主公契期數範圍以內：
 - (i) 電動車公用設施、位於主公契期數範圍以內擬供停車場整體共用及共享的所有車道、通道、走廊、斜道、樓梯、升降機、升降機槽；
 - (ii) 屬於和位於發展項目並在主公契期數範圍以內擬供停車場整體共用及共享的其他地方、器具、裝置、系統及設施；及
 - (iii) 在以上(i)及(ii)分段沒有具體規定的情況下，包括主公契期數以下其他部分：
 - (A)《建築物管理條例》第2條所列「公用部分」定義(a)段所涵蓋的部分；及／或
 - (B)《建築物管理條例》附表1指明的並包括在《建築物管理條例》第2條所列「公用部分」定義(b)段之下類別以內的部分；

以上各部分在公契圖則上以黃色顯示僅供識別(如該等部分可在圖則上顯示)；及

- (b) 按照本公契或任何副公契不時指定為住宅停車場公用地方及設施的屬於和位於該土地及發展項目的其他地方、器具、裝置、系統及設施，

但不包括：

- (i) 發展項目公用地方及設施和住宅公用地方及設施；及
- (ii) 在發展項目之內由任何特定業主擁有獨有權利與特權持有、使用、佔用和享用的地方，以及在發展項目之內只為任何特定業主提供服務的設施。

4. 「**住宅公用地方及設施**」指及包括：

- (a) 只要該等地方及設施位於主公契期數範圍以內：
 - (i) 幕牆(不包括構成住宅單位一部分的所有窗戶)、外牆(包括非結構性預製外牆，其在公契圖則上以靛藍色虛線顯示及標明為「非結構性預製外牆」僅供識別(如該等範圍可在圖則上顯示))、外牆飾面、玻璃護牆、建築裝飾、露台簷篷頂部、工作平台簷篷頂部及住宅樓宇表面；
 - (ii) 暢通易達住宅車位、單車車位、綠化區域連公用通道(僅限於位於住宅公用地方及設施範圍內的綠化區域)及其公用通道、康樂地方及設施、康樂地方及設施車位、住宅上落貨車位、訪客車位、冷氣機平台、澆注錨固裝置以繫穩工人防跌設備、有蓋園景地方(在公契圖則上以紅色間棕色斜線顯示僅供識別)、有蓋行人道(在公契圖則上以紅色間靛藍色斜線顯示僅供識別)，以及通道、公用走廊及升降機大堂、入口、梯台、入口大堂、花棚(在公契圖則上以紅色間綠色斜線顯示僅供識別)、AMR室、管理員辦事處、警衛室(在公契圖則上標明為「警衛室」僅供識別)、消防喉輓、管理處(在公契圖則上標明為「管理處」僅供識別)、儲物室、結構牆、樓梯、接收電視及電台廣播的公共電視及電台天線系統、電訊及廣播發佈網絡、用作安裝或使用天線廣播發佈或電訊網絡設施的範圍、電櫃、電線管槽、電氣房、電錶櫃、特低壓電槽、緊急發電機房、消防及花灑泵房、消防管道、消防水箱房、消防員升降機大堂、風機房、過濾裝置機房、沖廁水水箱、看守員及管理處職員廁所、管道槽(P.D.)、食水水箱、食水及沖廁水泵房、垃圾及物料回收房、消防控制閥房、花灑泵房、花灑水箱房、電掣房、水簾輸送水箱、電訊廣播設備室、升降機機房、變壓器房、水錶櫃、加闊的公用走廊及升降機大堂(在公契圖則上標明為「加闊的公用走廊及升降機大堂」及以紅色間黑色斜線顯示僅供識別)、公用平台、頂層天台、不構成住宅單位一部分的天台及平台、升降機、升降機槽、消防員升降機、照明裝置、排水渠、渠道、污水渠、沖廁水及淡水進水口和總喉、電線、電纜、冷氣及通風系統，以及為住宅樓宇供應淡水或沖廁水、排污、氣體、電力及任何其他服務的其他設施(不論有無管道)、泵、水箱、衛生配件、電力裝置、配件、設備及器具、防火及滅火設備與器具、保安系統與器材、通風系統、樓梯間固定人工照明裝置，後備自動啟動緊急照明系統、環保系統及設備及環保系統及設備所需的機房、管槽及氣槽(包括但不限於遇上雨水收集系統機房)(在公契圖則上以紅色間綠色交叉斜線顯示僅供識別)以及室外排水管道的通道及工作空間；及
 - (iii) 屬於和位於主公契期數之內的住宅樓宇擬供住宅樓宇的業主、住戶或租戶及其真正客人、訪客或獲邀人士共用及共享的其他地方、器具、裝置、系統及設施；
 - (iv) 在以上(i)至(iii)分段沒有具體規定的情況下，包括主公契期數以下其他部分：
 - (A)《建築物管理條例》第2條所列「公用部分」定義(a)段所涵蓋的部分；及／或
 - (B)《建築物管理條例》附表1指明的並包括在《建築物管理條例》第2條所列「公用部分」定義(b)段之下類別以內的部分；

以上各部分在公契圖則上以紅色、紅色間黑色斜線、紅色間黑色交叉斜線、紅色間棕色斜線、紅色間綠色斜線、紅色間靛藍色斜線、紅色間綠色交叉斜線、紅色間靛藍色交叉斜線及靛藍色虛線顯示僅供識別(如該等部分可在圖則上顯示)；及

- (b) 按照本公契或任何副公契不時指定為住宅公用地方及設施的屬於和位於該土地及發展項目的其他地方、器具、裝置、系統及設施，

但不包括：

- (i) 發展項目公用地方及設施和住宅停車場公用地方及設施；及
- (ii) 在發展項目之內由任何特定業主擁有獨有權利與特權持有、使用、佔用和享用的地方，以及在發展項目之內只為任何特定業主提供服務的設施。

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B. 分配予該期數中每個住宅物業的不分割份數的數目

請參閱附於本節最後部分的圖表。

C. 該期數的管理人的委任年期

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

D. 在該期數中的住宅物業的業主之間分擔管理開支的基準

每名住宅單位的業主應根據分配予其住宅單位的不分割份數，按照公契訂明的準則，以公契規定的方式、金額和比例分擔發展項目的管理開支(根據管理人所編製的預算案計算)。

E. 釐定管理費按金的基準

管理費按金金額相等於一個單位根據首份年度管理預算案應攤付的三(3)個月管理開支。

F. 業主在該期數中保留作自用的範圍(如有)

不適用。

註：
請查閱已簽立的公契以了解全部詳情。已簽立的公契全文可於售樓處開放時間內免費查覽，並且可於支付所需影印費用後取得已簽立的公契的副本。

Aqua Avenue Tower 1 Aqua Avenue 第1座

Floor 樓層	Flat 單位								
1/F 1樓	A	B	C	D	E	F	G	H	J
	887	602	405	653	467	471	331	597	477
2/F - 3/F and 5/F - 10/F 2樓至3樓 及5樓至10樓	A	B	C	D	E	F	G	H	J
	633	381	358	530	405	400	270	499	402
11/F - 12/F and 15/F - 16/F 11樓至12樓 及15樓至16樓	A	B	C	D	E	F	G	H	J
	633	384	362	530	405	403	273	499	402
17/F 17樓	A	B	C	D	E	F	G	H	J
	1,216	1,036	900	1,430	-	-	-	-	-

Remark: No 4/F, 13/F and 14/F.
備註：不設4樓、13樓及14樓。

Aqua Avenue Tower 2 Aqua Avenue 第2座

Floor 樓層	Flat 單位								
1/F 1樓	A	B	C	D	E	F	G	H	J
	620	418	404	608	504	469	333	573	454
2/F - 3/F, 5/F - 12/F and 15/F - 18/F 2樓至3樓、 5樓至12樓 及15樓至18樓	A	B	C	D	E	F	G	H	J
	479	381	358	530	405	400	270	499	402
19/F - 20/F 19樓至20樓	A	B	C	D	E	F	G	H	J
	479	384	362	530	405	403	273	499	402
21/F - 22/F 21樓至22樓	A	B	C	D	E	F	G	H	J
	482	384	362	530	405	403	273	499	402
23/F 23樓	A	B	C	D	E	F	G	H	J
	1,063	1,022	901	1,430	-	-	-	-	-

Remark: No 4/F, 13/F and 14/F.
備註：不設4樓、13樓及14樓。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Aqua Avenue Tower 3 Aqua Avenue 第3座

Floor 樓層	Flat 單位								
G1/F 地下1樓	A	B	C	D	E	F	G	H	J
	557	495	-	-	537	525	369	643	540
G2/F 地下2樓	A	B	C	D	E	F	G	H	J
	460	392	-	-	393	393	270	474	409
1/F - 3/F, 5/F - 12/F, 15/F and 17/F - 23/F 1樓至3樓、 5樓至12樓、15樓 及17樓至23樓	A	B	C	D	E	F	G	H	J
	460	391	342	514	393	393	270	474	409
25/F - 26/F 25樓至26樓	A	B	C	D	E	F	G	H	J
	460	394	345	514	393	396	273	474	409
27/F - 28/F 27樓至28樓	A	B	C	D	E	F	G	H	J
	463	394	345	514	393	396	273	474	409
29/F 29樓	A	B	C	D	E	F	G	H	J
	1,007	957	903	1,407	-	-	-	-	-

Remark: No 4/F, 13/F, 14/F and 24/F. 16/F is refuge floor.
備註：不設4樓、13樓、14樓及24樓。16樓是底護層。

Aqua Avenue Tower 5 Aqua Avenue 第5座

Floor 樓層	Flat 單位								
G1/F 地下1樓	A	B	C	D	E	F	G	H	J
	-	-	543	505	879	375	365	653	549
G2/F 地下2樓	A	B	C	D	E	F	G	H	J
	-	-	399	380	631	279	270	477	412
1/F - 3/F, 5/F - 12/F, 15/F, 17/F - 23/F and 25/F - 28/F 1樓至3樓、 5樓至12樓、15樓 17樓至23樓 及25樓至28樓	A	B	C	D	E	F	G	H	J
	474	380	393	380	631	279	270	477	412
29/F - 30/F 29樓至30樓	A	B	C	D	E	F	G	H	J
	474	380	393	380	631	282	273	477	412
31/F - 32/F 31樓至32樓	A	B	C	D	E	F	G	H	J
	477	380	393	380	631	282	273	477	412
33/F 33樓	A	B	C	D	E	F	G	H	J
	1,198	1,416	1,409	-	-	-	-	-	-

Remark: No 4/F, 13/F, 14/F and 24/F. 16/F is refuge floor.
備註：不設4樓、13樓、14樓及24樓。16樓是底護層。

SUMMARY OF LAND GRANT

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

1. The Phase is constructed on The Remaining Portion of Tai Po Town Lot No.253 (the “**Land**”).

B. Term of years

2. The Land is granted under New Grant No.22938, as varied and/or modified by a Modification Letter dated 8 May 2023 and registered in the Land Registry by Memorial No. 23052200530015 (collectively, the “**Land Grant**”) for a term of 50 years commencing from 21 October 2021.

C. User restrictions applicable to the Land

3. Special Condition No.(11) of the Land Grant stipulates that:-
“The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel, office and petrol filling station) purposes.”

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

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

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

“(a) The Grantee shall:

- (i) on or before the 31st day of March, 2026 or such later date or dates as may be approved by the Director, at the Grantee's 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, public parking areas, footpath and cycle path shown coloured green on PLAN I annexed hereto (hereinafter referred to as “the Green Areas”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads, parking spaces, noise barriers or such other structures as the Director at his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of March, 2026 or such later date or dates as may be approved by the Director, at the Grantee's 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 provide and construct two sewage pumping stations on the Green Areas or such other location or locations outside the Green Areas as required or approved by the Director (hereinafter referred to as “the Pumping Stations”);
 - (iii) on or before the 31st day of March, 2026 or such other later date or dates as may be approved by the Director, at the Grantee's own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such plant, lights, signs, fences, gates, gullies, sewers, drains, nullahs, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require, and such other structures and services as the Director at his sole discretion may require for the operation of the Pumping Stations; and
 - (iv) maintain at the Grantee's own expense the Green Areas together with the Structures, the Pumping Stations and all structures, surfaces, lights, signs, fences, gates, gullies, sewers, drains, nullahs, 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)(a) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
 - (c) The Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-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.

- (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights conferred on the Government under sub-clause (b) of this Special Condition.”

5. Possession of the Green Areas

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

- “(a) For the purpose only of carrying out the necessary works specified in Special Conditions Nos. (5), (9) and (51) hereof, the Grantee shall be deemed to have taken possession of the Green Areas on the date of this Agreement. The Green Areas or such part or parts thereof 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 or any part or parts thereof allow free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular, cycling and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Conditions Nos. (5), (9) and (51) hereof or otherwise.
- (b) In the event that the Pumping Stations or any part or parts thereof has or have to be provided and constructed at such other location or locations outside the Green Areas, the Grantee shall be allowed to access to and enter such location or locations and the Pumping Stations or any part or parts thereof via such route or routes as the Director shall approve for the purpose of fulfilling the Grantee's obligations in respect of the Pumping Stations under Special Condition No. (5) hereof.”

6. Restriction on use of the Green Areas

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 Conditions Nos. (5), (9) and (51) hereof.”

7. Access to the Green Areas

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 or any part or parts thereof :

- (i) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) 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, the Director, the Director of Food and Environmental Hygiene, their respective officers, contractors, agents, workmen and any persons authorized by the Director or the Director of Food and Environmental Hygiene with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (9)(c), (9)(d), (9)

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- (e), (9)(g)(i) and (9)(g)(ii) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (9)(h) hereof;
- (iii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) 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 neighbouring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas;
- (iv) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) 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, repair, replacement and alteration of any other waterworks installations within the Green Areas and for the purpose of these Conditions, “the Water Authority” shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Waterworks Ordinance”); and
- (v) without prejudice to the generality of Special Condition No. (6)(a) hereof, permit the lessee of all that piece or parcel of land now known and registered in the Land Registry as The Remaining Portion of Tai Po Town Lot No. 157 (hereinafter referred to as “TPTL 157 RP”), his agents, contractors and such other persons as may be authorized by the lessee of TPTL 157 RP the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Green Areas (or such part or parts thereof as the case may be) as the lessee of TPTL 157 RP, his agents, contractors and such other persons may require for vehicular, cycling and pedestrian traffic.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the exercise of the rights by the Government, the Director, the Director of Food and Environmental Hygiene and their respective officers, contractors, agents, workmen, the officers of the Water Authority and any persons or public utility companies authorized under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition, and the exercise of the rights by the lessee of TPTL 157 RP, his agents, contractors and such other persons as may be authorized by the lessee of TPTL 157 RP under sub-clause (a) (v) 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.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the exercise of the rights conferred on the Government, the Director, the Director of Food and Environmental Hygiene and the Water Authority or any of their officers, contractors, agents, workmen or any persons or public utility companies authorized under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or the exercise of the rights conferred on the lessee of TPTL 157 RP, his agents, contractors and such other persons as may be authorized by the lessee of TPTL 157 RP under sub-clause (a)(v) of this Special Condition.”
8. Reprovision of facilities on the Green Areas
Special Condition No.(9) of the Land Grant stipulates that:-
- “(a) The Grantee acknowledges that as at the date of this Agreement there are in existence within the Green Areas a temporary latrine shown and marked “Temporary Latrine” on PLAN I annexed hereto (hereinafter referred to as “the Temporary Latrine”) and a temporary parking area shown and marked “Temporary Parking Area” on PLAN I annexed hereto (hereinafter referred to as “the Temporary Parking Area”).
- (b) The Grantee shall not interfere with the Temporary Parking Area without the prior written consent of the Commissioner for Transport (hereinafter referred to as “C for T”).
- (c) Prior to the completion and commencement of operation of the Public Toilet (as defined in sub-clause (g)(i)(II) of this Special Condition) in accordance with sub-clause (g)(i) of this Special Condition, the Grantee shall at his own expense maintain and manage the Temporary Latrine in all respects to the satisfaction of the Director of Food and Environmental Hygiene.
- (d) Prior to the completion and commencement of operation of the Refuse Collection Point (as defined in sub-clause (g)(i)(I) of this Special Condition) in accordance with sub-clause (g)(i) of this Special Condition, the Grantee shall at his own expense maintain the temporary refuse collection point shown and marked “Temporary RCP” on PLAN I annexed hereto (hereinafter referred to as “the Temporary RCP”) in all respects to the satisfaction of the Director of Food and Environmental Hygiene.
- (e) The Grantee shall, within one calendar month (or such other extended period or periods as may be approved by the Director) after the completion and commencement of operation of the Public Toilet (as defined in sub-clause (g)(i)(II) of this Special Condition) and the Refuse Collection Point (as defined in sub-clause (g)(i)(I) of this Special Condition) in accordance with sub-clause (g)(i) of this Special Condition, at the Grantee's own expense and in all respects to the satisfaction of the Director demolish the Temporary Latrine and the Temporary RCP.
- (f) For the purposes of fulfilling the Grantee's obligations in respect of the Temporary RCP under sub-clauses (d) and (e) of this Special Condition, the Grantee shall be allowed to access to and enter the Temporary RCP via such route or routes as the Director shall approve.
- (g) (i) The Grantee shall on or before the 28th day of February, 2026 or such later date or dates as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director of Food and Environmental Hygiene, construct and commence to operate:-
- (I) one refuse collection point (hereinafter referred to as “the Refuse Collection Point”) and
- (II) one public toilet (hereinafter referred to as “the Public Toilet”) within the Green Areas at such locations to be determined by the Director of Food and Environmental Hygiene. The type, size, design, materials, height and disposition of the Refuse Collection Point and the Public Toilet shall be subject to the prior written approval of the Director of Food and Environmental Hygiene.
- (ii) The Grantee shall maintain at his own expense the Refuse Collection Point and the Public Toilet and everything forming part thereof or appertaining thereto in good and substantial repair and condition and in all respects to the satisfaction of the Director of Food and Environmental Hygiene until such time as possession of the Refuse Collection Point and the Public Toilet shall have been delivered to the Government in accordance with sub-clause (g)(iii) of this Special Condition.
- (iii) The Refuse Collection Point and the Public Toilet or any one of them shall be delivered to the Government on demand and in any event the Refuse Collection Point and the Public Toilet shall be deemed to have been 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.
- (h) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (d), (e), (g) (i) and (g)(ii) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

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- (i) The Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (d), (e), (g)(i) and (g)(ii) of this Special Condition or the exercise of the rights by the Government under sub-clause (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (d), (e), (g)(i) and (g)(ii) of this Special Condition or the exercise of the rights by the Government under sub-clause (h) of this Special Condition.”

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

9. Maintenance

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

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

10. Private streets, roads and lanes

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

“Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.”

11. Building covenant

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

“The Grantee shall develop those portions of the lot shown coloured pink, pink hatched green and pink hatched black and marked “Site A” on PLAN I annexed hereto (hereinafter referred to as “Site A”) and those portions of the lot shown coloured pink, pink hatched black and pink hatched red and marked “Site B” on PLAN I annexed hereto (hereinafter referred to as “Site B”) by the erection on each of Site A and Site B respectively of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of June, 2030.”

12. Development conditions

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

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

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Buildings Ordinance”);
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 326,238 square metres and shall not exceed 543,730 square metres;
- (d) of the total gross floor area stipulated in sub-clause (c) of this Special Condition, the total gross floor area of any building or buildings or part or parts thereof designed and intended to be used for private residential purpose shall not exceed 522,653 square metres and:
 - (i) the total gross floor area of such building or buildings or such part or parts thereof erected or to be erected on Site A shall not exceed 225,080 square metres; and
 - (ii) the total gross floor area of such building or buildings or such part or parts thereof erected or to be erected on Site B shall not exceed 297,573 square metres;
- (e) of the total gross floor area stipulated in sub-clause (c) of this Special Condition, the total gross floor area of any building or buildings or part or parts thereof designed and intended to be used for non-industrial (excluding godown, office, hotel, petrol filling station and private residential) purposes shall not exceed 21,077 square metres and:
 - (i) the total gross floor area of such building or buildings or such part or parts thereof erected or to be erected on Site A shall not exceed 11,288 square metres, out of which the total gross floor area of such building or buildings or such part or parts thereof designed and intended to be used as the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) or a part or parts thereof shall not exceed 4,500 square metres; and
 - (ii) the total gross floor area of such building or buildings or such part or parts thereof erected or to be erected on Site B shall not exceed 9,789 square metres, out of which the total gross floor area of such building or buildings or such part or parts thereof designed and intended to be used as the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) or a part or parts thereof shall not exceed 4,500 square metres; and
- (f) (i) the lot or any part or parts thereof shall not be developed or redeveloped except in accordance with the Master Layout Plans under Planning Applications Nos. A/NE-S SH/120 and A/NE-SSH/120-1 as

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approved by the Town Planning Board on the 18th day of January 2019 and the 14th day of October 2020 respectively (hereinafter collectively referred to as “the Approved Master Layout Plans”);

- (ii) the Grantee acknowledges that the Approved Master Layout Plans relate to the development on the lot and the development on TPTL 157 RP and that notwithstanding anything contained in sub-clause (f)(i) of this Special Condition, sub-clauses (b) and (f)(i) of this Special Condition shall not be considered as complied with unless and until both the development on the lot and the development on TPTL 157 RP have been completed in accordance with the Approved Master Layout Plans; and
- (iii) no amendment, alteration, variation, modification or substitution of the Approved Master Layout Plans shall be made except with the prior written consent of the Director who may in granting consent impose such conditions and require payment of such premium as he may at his absolute discretion determine.”

13. Sustainable building design requirements

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

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

- (a) (i) Unless the Director of Buildings (hereinafter referred to as “the D of B”) agrees otherwise, the Grantee shall at his own expense submit to the D of B for his written approval a plan or plans in respect of each of Site A and Site B demonstrating the configuration and layout of all the buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed at or above the ground level or levels of each of Site A and Site B for providing the setback areas from the boundaries of each of Site A and Site B, each of which submissions shall in all respects be in compliance with the requirements of the D of B. Each of the said submissions shall include the paving and landscaping proposal of such setback areas and other relevant information as the D of B may require or specify at his sole discretion. Each of the aforesaid submissions as approved by the D of B is hereinafter referred to as “the Approved Building Setback Submission”. Any buildings, structures, supports for buildings or structures and any projections erected or constructed or to be erected or constructed on Site A and Site B shall in all respects comply with the Approved Building Setback Submission in respect of Site A and the Approved Building Setback Submission in respect of Site B respectively. For the purpose of this sub-clause (a)(i), the decision of the D of B as to what constitutes the ground level or levels of each of Site A and Site B and whether there has been compliance with the Approved Building Setback Submission shall be final and binding on the Grantee.
- (ii) No amendment, variation, alteration, modification or substitution of the Approved Building Setback Submission shall be made without the prior written approval of the D of B, and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.
- (b) (i) Unless the D of B agrees otherwise, the Grantee shall at his own expense submit to the D of B for his written approval a plan or plans in respect of each of Site A and Site B or such portion or portions thereof demonstrating the configuration and layout of all the buildings or group of buildings erected or constructed or to be erected or constructed on each of Site A and Site B including but not limited to continuous projected façade length, separating distance amongst and permeability of such buildings or group of buildings, each of which submissions shall in all respects be in compliance with the building separation requirements of the D of B and shall include such other relevant information as the D of B may require or specify at his sole discretion.
- (ii) Each of the submissions under sub-clause (b)(i) of this Special Condition as approved by the D of B is hereinafter referred to as “the Approved Building Separation Submission”. Any buildings or group of buildings erected or to be erected on Site A and Site B shall in all respects comply with the Approved Building Separation Submission in respect of Site A and the Approved Building Separation Submission in respect of Site B respectively. For the purpose of this sub-clause (b)(ii), the decision of the D of B as

to whether there has been compliance with the Approved Building Separation Submission shall be final and binding on the Grantee.

- (iii) No amendment, variation, alteration, modification or substitution of the Approved Building Separation Submission shall be made without the prior written approval of the D of B and if such approval is to be given, it shall be upon such terms and conditions as determined by the D of B at his sole discretion.
- (c) (i) Without prejudice to the provisions of Special Condition No. (18) hereof, the Grantee shall at his own expense submit to the D of B for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as “the Approved Greenery Submission”. For the purpose of these Conditions, “building works” shall be as defined in the Buildings Ordinance.
- (ii) The Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B.
- (iii) Except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission.”

14. Recreational facilities

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

- “(a) (i) The Grantee may erect, construct and provide within Site A such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Site A Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Site A Facilities shall also be subject to the prior written approval of the Director.
- (ii) The Grantee may erect, construct and provide within Site B such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Site B Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Site B Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions No. (12) (c), (12)(d), (12)(d)(i) and (12)(d)(ii) hereof and subject to Special Condition No. (60)(d) hereof, any part of the Site A Facilities provided in accordance with sub-clause (a)(i) of this Special Condition and any part of the Site B Facilities provided in accordance with sub-clause (a)(ii) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Site A Facilities or the Site B Facilities which, in the opinion of the Director, is not for such use shall be taken into account for such calculation.

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- (c) In the event that any part of the Site A Facilities or the Site B Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter collectively referred to as “the Exempted Facilities”):
- (i) those of the Exempted Facilities, which form part of the Site A Facilities, shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site A Section (as defined in Special Condition No. (26)(a) hereof) and those of the Exempted Facilities, which form part of the Site B Facilities, shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site B Section (as defined in Special Condition No. (26)(a) hereof);
 - (ii) 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
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons and for the avoidance of doubt, use of all the Exempted Facilities shall be shared among the residents and visitors of both Site A and Site B.”

15. Approved Landscape Master Plans

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

- “(a) The Grantee shall at his own expense submit to the Director of Planning for his written approval the landscape master plans in respect of each of Site A and Site B containing such information on the landscape works to be provided thereon as the Director of Planning may require or specify at his sole discretion. The aforesaid landscape master plans as approved by the Director of Planning are hereinafter collectively referred to as “the Approved Landscape Master Plans”.
- (b) The Grantee shall at his own expense implement and complete the landscape works in accordance with the Approved Landscape Master Plans in all respects to the satisfaction of the Director of Planning. No amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plans shall be made without the prior written approval of the Director of Planning.
- (c) The Grantee shall, upon completion of the landscape works in accordance with sub-clause (b) of this Special Condition and throughout the term hereby agreed to be granted, at his own expense keep and maintain the landscape works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.”

16. Office accommodation for watchmen and caretakers

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

- “(a) Office accommodation for watchmen or caretakers or both may be provided within Site A subject to the following conditions:
- (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential block or blocks erected or to be erected on Site A;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on Site A; and
 - (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this sub-clause (a), no office accommodation may be located within any building on Site A which is intended or adapted for use as a single family residence.

- (b) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c), (12)(d) and (12)(d)(i) hereof and subject to Special Condition No. (60)(d) hereof, office accommodation provided within Site A in accordance with sub-clause (a) of this Special Condition which does not exceed 5 square metres for every 50 residential units or part thereof erected or to be erected on Site A, or 5 square

metres for every block of residential units erected or to be erected on Site A, whichever calculation provides the greater floor area of such accommodation, shall not be taken into account. Any gross floor area in excess of the said greater floor area shall be taken into account for such calculation.

- (c) Office accommodation for watchmen or caretakers or both may be provided within Site B subject to the following conditions:
- (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential block or blocks erected or to be erected on Site B;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on Site B; and
 - (iii) the location of any such accommodation shall first be approved in writing by the Director.
- For the purposes of this sub-clause (c), no office accommodation may be located within any building on Site B which is intended or adapted for use as a single family residence.
- (d) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c), (12)(d) and (12)(d)(ii) hereof and subject to Special Condition No. (60)(d) hereof, office accommodation provided within Site B in accordance with sub-clause (c) of this Special Condition which does not exceed 5 square metres for every 50 residential units or part thereof erected or to be erected on Site B, or 5 square metres for every block of residential units erected or to be erected on Site B, whichever calculation provides the greater floor area of such accommodation, shall not be taken into account. Any gross floor area in excess of the said greater floor area shall be taken into account for such calculation.
- (e) For the purposes of sub-clauses (b) and (d) of this Special Condition, neither detached, semi-detached nor terraced houses which are intended or adapted for use as single family residences shall be regarded as a block of residential units. For the purpose of this sub-clause (e), the decision of the Director as to what constitutes a detached, semi-detached or terraced house shall be final and binding on the Grantee.
- (f) Office accommodation provided within Site A in accordance with sub-clause (a) of this Special Condition shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site A Section (as defined in Special Condition No. (26)(a) hereof). Office accommodation provided within Site B in accordance with sub-clause (c) of this Special Condition shall be designated as and shall form part of the Common Areas referred to in Special Condition. No. (24)(a)(v) hereof of the Site B Section (as defined in Special Condition No. (26)(a) hereof).
- (g) The decision of the Director as to whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Grantee.”

17. Quarters for watchmen and caretakers

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

- “(a) Quarters for watchmen or caretakers or both may be provided within Site A subject to the following conditions:
- (i) such quarters shall be located in one of the blocks of residential units erected on Site A or in such other location as may be approved in writing by the Director; and
 - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within Site A.

For the purposes of this sub-clause (a), no quarters may be located within any building on Site A which is intended or adapted for use as a single family residence.

- (b) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c), (12)(d) and (12)(d)(i) hereof, quarters provided within Site A in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.

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- (c) Quarters for watchmen or caretakers or both may be provided within Site B subject to the following conditions:
- (i) such quarters shall be located in one of the blocks of residential units erected on Site B or in such other location as may be approved in writing by the Director; and
 - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within Site B.
- For the purposes of this sub-clause (c), no quarters may be located within any building on Site B which is intended or adapted for use as a single family residence.
- (d) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c), (12)(d) and (12)(d)(ii) hereof, quarters provided within Site B in accordance with sub-clause (c) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (e) Quarters for watchmen or caretakers or both provided within Site A in accordance with sub-clause (a) of this Special Condition shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site A Section (as defined in Special Condition No. (26)(a) hereof). Quarters for watchmen or caretakers or both provided within Site B in accordance with sub-clause (c) of this Special Condition shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site B Section (as defined in Special Condition No. (26)(a) hereof).
- (f) The decision of the Director as to what constitutes a block of residential units and whether a building constitutes or is intended or adapted for use as a single family residence shall be final and binding on the Grantee.”
18. Owners' Corporation or Owners' Committee office
Special Condition No.(21) of the Land Grant stipulates that:-
“(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within Site A provided that:
- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of Site A and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- (b) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c), (12)(d) and (12)(d)(i) hereof and subject to Special Condition No. (60)(d) hereof, an office provided within Site A in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.
- (c) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within Site B provided that:
- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of Site B and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- (d) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions No. (12)(c), (12)(d) and (12)(d)(ii) hereof and subject to Special Condition No. (60)(d) hereof, an office provided within Site B in accordance with sub-clause (c) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.
- (e) An office provided within Site A in accordance with sub-clause (a) of this Special Condition shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site

A Section (as defined in Special Condition No. (26)(a) hereof). An office provided within Site B in accordance with sub-clause (c) of this Special Condition shall be designated as and shall form part of the Common Areas referred to in Special Condition No. (24)(a)(v) hereof of the Site B Section (as defined in Special Condition No. (26)(a) hereof).”

19. Parking requirements for Site B

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

- “(a) (i) Spaces shall be provided within Site B to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate to be calculated by reference to the respective size of the residential units in the building or buildings erected or to be erected on Site B (hereinafter referred to as “the Site B Residential Units”) as set out in the table below:

Size of each Site B Residential Unit	Number of residential parking spaces to be provided under this sub-clause (a)(i)
Less than 40 square metres	One space for every 7.8 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 4.45 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 1.65 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 0.78 residential unit or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.57 residential unit or part thereof
Not less than 160 square metres	One space for every 0.45 residential unit or part thereof

The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (32) hereof) are hereinafter referred to as “the Site B Residential Parking Spaces”.

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Site B Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Site B Residential Parking Spaces calculated by reference to the respective size of each Site B Residential Unit in terms of gross floor area as set out in the table of sub-clause (a)(i) of this Special Condition and for the purpose of this Special Condition, the term “size of each Site B Residential Unit in terms of gross floor area” shall mean the sum of (I) and (II) below:
- (I) the gross floor area of a Site B Residential Unit, exclusively used and enjoyed by the resident of that Site B Residential Unit, which shall be measured from the exterior of the enclosing walls or parapet of such Site B Residential Unit except where such enclosing walls separate two adjoining Site B Residential Units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such Site B Residential Unit, but, for the avoidance of doubt, shall exclude all floor area within such Site B Residential Unit which is not taken into account for the calculation of the respective total gross floor areas stipulated in sub-clauses (c), (d) and (d)(ii) of Special Condition No. (12) hereof; and
 - (II) the pro-rata gross floor area of the Site B Residential Common Area (as hereinafter defined) in respect of a Site B Residential Unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the block or blocks of the Site B Residential Units, outside the enclosing walls of the Site B Residential Units but, for the

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avoidance of doubt, excluding all floor area which is not taken into account for the calculation of the respective total gross floor areas stipulated in sub-clauses (c), (d) and (d)(ii) of Special Condition No. (12) hereof (which residential common area is hereinafter referred to as “the Site B Residential Common Area”) shall be apportioned to a Site B Residential Unit by the following formula:

The total gross floor area of the Site B Residential Common Area x (The gross floor area of a Site B Residential Unit as calculated under sub-clause (a)(ii)(I) of this Special Condition / The total gross floor area of all Site B Residential Units as calculated under sub-clause (a)(ii)(I) of this Special Condition)

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (32) hereof) are hereinafter referred to as “the Site B Visitors' Parking Spaces”) shall be provided within Site B to the satisfaction of the C for T at a rate to be calculated by reference to the number of the Site B Residential Units provided in any block of the Site B Residential Units erected or to be erected within Site B as set out in the table below:

Table with 2 columns: Number of Site B Residential Units per block, Number of the Site B Visitors Parking Spaces per block. Rows include ranges from 30 or below to above 75.

(iv) The Site B Residential Parking Spaces and the Site B Visitors’ Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(iii) of this Special Condition 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 motor vehicle cleaning and beauty services.

- (b) (i) Spaces shall be provided within Site B to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at the following rates:
(I) one space for every 40 square metres or part thereof of the first 2,000 square metres of the gross floor area of the building or buildings erected or to be erected on Site B or part or parts of the building or buildings for non-industrial (excluding residential, godown, hotel, office, petrol filling station, the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) and the kindergarten/nursery referred to in Special Condition No. (43) hereof) purposes and one space for every 150 square metres or part thereof of the remaining gross floor area for such purposes (the spaces to be provided under this sub-clause (b)(i)(I) (as may be varied under Special Condition No. (32) hereof) are hereinafter referred to as “the Site B Non-industrial Parking Spaces”);
(II) one space for every 2.5 classrooms or part thereof for the kindergarten/nursery erected or to be erected on Site B under Special Condition No. (43) hereof; and
(III) 20 spaces for the Site B Facilities erected or to be erected on Site B under Special Condition No. (16)(a)(ii) hereof.
(ii) For the purpose of calculating the number of the Site B Non-industrial Parking Spaces to be provided under sub-clause (b)(i)(I) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.
(iii) The spaces provided under sub-clauses (b)(i)(I), (b)(i)(II) and (b)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic

Ordinance 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 motor vehicle cleaning and beauty services.

- (c) (i) Out of the Site B Residential Parking Spaces, the Site B Visitors' Parking Spaces, the Site B Non-industrial Parking Spaces and the spaces provided under sub-clauses (b)(i)(II) and (b)(i)(III) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as “the Site B Parking Spaces for Disabled Persons”) as the Building Authority may require or approve.
(ii) The Site B Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons 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 motor vehicle cleaning and beauty services.
(d) (i) Spaces shall be provided within Site B to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rates:
(I) one space for every 100 Site B Residential Units or part thereof (the spaces to be provided under this sub-clause (d)(i)(I) (as may be varied under Special Condition No. (32) hereof) are hereinafter referred to as “the Site B Residential Motor Cycle Parking Spaces”); and
(II) 10% of the total number of the Site B Non-industrial Parking Spaces (the spaces to be provided under this sub-clause (d)(i)(II) (as may be varied under Special Condition No. (32) hereof) are hereinafter referred to as “the Site B Non-industrial Motor Cycle Parking Spaces”)
If the number of the Site B Non-industrial Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
(ii) The Site B Residential Motor Cycle Parking Spaces and the Site B Non-industrial Motor Cycle Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (d)(i)(I) and (d)(i)(II) of this Special Condition 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 motor vehicle cleaning and beauty services.
(e) Spaces shall be provided within Site B to the satisfaction of the C for T for the parking of bicycles at a rate of one space for every 8 Site B Residential Units or part thereof with the size of each Site B Residential Unit in terms of gross floor area being less than 70 square metres. The spaces to be provided under this sub-clause (e) shall not be used for any purpose other than for the parking of bicycles.
(f) (i) Except for the Site B Parking Spaces for Disabled Persons, each of the Site B Residential Parking Spaces, the Site B Visitors' Parking Spaces and the Site B Non-industrial Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
(ii) The dimension of each of the Site B Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
(iii) Each of the Site B Residential Motor Cycle Parking Spaces and the Site B Non-industrial Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.
(iv) Each of the spaces provided under sub-clause (e) of this Special Condition shall be of such dimensions as may be approved in writing by the C for T.”

20. Loading and unloading requirements

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

“(a) The Grantee shall provide within Site A to the satisfaction of the C of T:

- (i) spaces for the loading and unloading of goods vehicles at the following rates:
(I) one space for every 800 Site A Residential Units or part thereof subject to a minimum of one loading and unloading space for each block of the Site A Residential Units, such loading and unloading space to be located adjacent to or within each block of the Site A Residential Units;

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- (II) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on Site A or part or parts of the building or buildings for non-industrial (excluding residential, godown, hotel, office, petrol filling station, the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) and the kindergarten/nursery referred to in Special Condition No. (43) hereof) purposes; and
- (III) two spaces for the Site A Facilities;
- (ii) one lay-by measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres for the picking up and setting down of passengers from taxis and private cars for every 0.56 classroom or part thereof for the kindergarten/nursery erected or to be erected on Site A in accordance with Special Condition No. (43) hereof; and
- (iii) a minimum of two lay-bys each measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres for the picking up and setting down of passengers from school buses for the kindergarten/nursery erected or to be erected on Site A in accordance with Special Condition No. (43) hereof.
- (b) The Grantee shall provide within Site B to the satisfaction of the C of T:
 - (i) spaces for the loading and unloading of goods vehicles at the following rates:
 - (I) one space for every 800 Site B Residential Units or part thereof subject to a minimum of one loading and unloading space for each block of the Site B Residential Units, such loading and unloading space to be located adjacent to or within each block of the Site B Residential Units;
 - (II) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on Site B or part or parts of the building or buildings for non-industrial (excluding residential, godown, hotel, office, petrol filling station, the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) and the kindergarten/nursery referred to in Special Condition No. (43) hereof) purposes; and
 - (III) one space for the Site B Facilities;
 - (ii) one lay-by measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres for the picking up and setting down of passengers from taxis and private cars for every 0.56 classroom or part thereof for the kindergarten/nursery erected or to be erected on Site B in accordance with Special Condition No. (43) hereof; and
 - (iii) a minimum of two lay-bys each measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres for the picking up and setting down of passengers from school buses for the kindergarten/nursery erected or to be erected on Site B in accordance with Special Condition No. (43) hereof.
- (c) Each of the spaces provided under sub-clauses (a)(i)(I), (a)(i)(III), (b)(i)(I) and (b)(i)(III) of this Special Condition (as may be respectively varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.
- (d) Of the total number of spaces provided under sub-clause (a)(i)(II) of this Special Condition (as may be varied under Special Condition No. (32) hereof), 65% of the said spaces shall be provided for the loading and unloading of light goods vehicles and the remaining spaces shall be provided for the loading and unloading of heavy goods vehicles. If the number of spaces to be provided for the loading and unloading of light goods vehicles under this sub-clause (d) (as may be varied under Special Condition No. (32) hereof) is not a whole number, the Director may at his absolute discretion round up or down the number to a whole number. Each of the spaces provided for the loading and unloading of light goods vehicles under this sub-clause (d) (as may be varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres and each of the spaces provided for the loading and unloading of heavy goods vehicles under this sub-clause (d) (as may be varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.

- (e) Of the total number of spaces provided under sub-clause (b)(i)(II) of this Special Condition (as may be varied under Special Condition No. (32) hereof), 65% of the said spaces shall be provided for the loading and unloading of light goods vehicles and the remaining spaces shall be provided for the loading and unloading of heavy goods vehicles. If the number of spaces to be provided for the loading and unloading of light goods vehicles under this sub-clause (e) (as may be varied under Special Condition No. (32) hereof) is not a whole number, the Director may at his absolute discretion round up or down the number to a whole number. Each of the spaces provided for the loading and unloading of light goods vehicles under this sub-clause (e) (as may be varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres and each of the spaces provided for the loading and unloading of heavy goods vehicles under this sub-clause (e) (as may be varied under Special Condition No. (32) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.
- (f) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(i)(II) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (32) hereof), any floor area to be used for parking, loading and unloading purposes shall be excluded. For the purpose of this Special Condition, “goods vehicle”, “light goods vehicle”, “heavy goods vehicle”, “taxi” and “private car” shall be as respectively defined in the Road Traffic Ordinance.
- (g) The spaces provided under sub-clauses (a), (b), (d) and (e) of this Special Condition (as may be respectively varied under Special Condition No. (32) hereof) 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 motor vehicle cleaning and beauty services.”

21. Provision of the Transport Interchanges

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

- “(a) In addition to the requirements specified in Special Conditions Nos. (29), (30) and (31) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide on each of Site A and Site B transport facilities including but not limited to taxi lay-by, minibay, bus bays and ancillary facilities together with ramps, fittings, fixtures, lighting fittings and any other ancillary services and installations and to such standards, levels, positions and designs as the Director shall approve with a total gross floor area of not more than 4,500 square metres within Site A and a total gross floor area of not more than 4,500 square metres within Site B to be completed and made fit for operation on or before the 30th day of June, 2030 (hereinafter collectively referred to as “the Transport Interchanges”).
- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain, manage and operate in such manner the Transport Interchanges in all respects to the satisfaction of the Director.
- (c) The Grantee shall comply with and observe such rules and regulations, directions or requirement as the C of T may at any time and from time to time make or impose in respect of the use, management, operation and maintenance of the Transport Interchanges including but not limited to the type and number of motor vehicles using the Transport Interchanges and the routes and mode of transport services provided therein.
- (d) The Transport Interchanges shall not be used for any purpose other than the Transport Interchanges in accordance with sub-clause (a) of this Special Condition. The part or parts of the Transport Interchanges within Site A shall be designated as and shall form part of the Common Areas of the Site A Section. The part or parts of the Transport Interchanges within Site B shall be designated as and shall form part of the Common Areas of the Site B Section.”

22. Kindergartens/nurseries

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

- “The Grantee shall at his own expense provide within each of Site A and Site B respectively a kindergarten/nursery, each of which shall accommodate not less than 6 classrooms or such other number of classrooms as may be approved by the Director together with other ancillary facilities as may be required by the Secretary for Education.

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For the avoidance of doubt, the kindergartens/nurseries shall be taken into account for the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c), (12)(e), (12)(e)(i) and (12)(e)(ii) hereof.”

23. Anchor maintenance

Special Condition No.(48) 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 at his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.”

24. Construction of drains and channels

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

- “(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings arising whether directly or indirectly out of, in connection with or incidental to any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government stormwater 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.
- (c) The Grantee may at the Grantee's own expense and in all respects to the satisfaction of the D of B provide and construct on the Government land (including the Green Areas) (i) a private sewer system in accordance with the “Sewage Works under Private Use & Maintenance – Sewage Layout Plan” (Sheet No. 60547289/1983C) approved by the Building Authority on 13 May 2022 or such other plans as may be approved by the Building Authority (which private sewer system is hereinafter referred to as “the Private Sewer”) and (ii) the associated facilities to intercept and convey into the Government sewers all foul-water or soil-water generated in connection with the use of the lot. For the purpose of this Special Condition, the decision of the Director as to what constitute “associated facilities” shall be final and binding on the Grantee.
- (d) Throughout the term hereby agreed to be granted and notwithstanding possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition (6)(a) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director maintain and repair the Private Sewer and the associated facilities in good and substantial repair and condition.
- (e) The Government may, in the event of an emergency or upon failure of the Grantee to maintain or repair the Private Sewer and the associated facilities or any part or parts thereof in accordance with sub-clause (d) of this Special Condition, carry out such maintenance or repair works and any other works as it may consider necessary 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 on the Grantee.

- (f) (i) The Grantee shall upon demand of the Director and within such time limit as may be stipulated by the Director, at the Grantee's own expense, divert the Private Sewer and the associated facilities or any part or parts thereof in such manner, at such levels and locations, with such materials and to such standards, specification and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form, provide and construct such sewers, drains, culverts, manholes with covers, access and other structures as the Director at his sole discretion may require (hereinafter collectively referred to as “the new sewer”) for or in connection with the said diversion and thereafter maintain and repair at the Grantee's own expense the new sewer in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (ii) In the event of non-fulfilment of any of the Grantee's obligations under sub-clause (f)(i) of this Special Condition within the time limit stipulated by the Director, 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 on the Grantee.
- (g) Without prejudice to Special Condition No. (8)(a)(i) hereof, the Grantee shall at all reasonable times while he is in possession of the Green Areas permit the Government, the Director, his officers, contractors, agents, workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge, to, from and through the Green Areas (or such part or parts thereof as the case may be) for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (c) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Green Areas.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the carrying out of the provision and construction works under sub-clause (c) of this Special Condition, the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of the rights conferred under sub-clauses (e), (f)(ii) and (g) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the carrying out of the provision and construction works under sub-clause (c) of this Special Condition, the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition or the exercise by the Government, the Director, his officers, contractors, agents, workmen or any other persons authorized by the Director of the rights conferred under sub-clauses (e), (f)(ii) and (g) of this Special Condition.”

25. Automatic meter reading for fresh water supplies

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

- “(a) The Grantee shall on or before the 30th day of June, 2030 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part or parts thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as “the AMR Outstations”) in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance.

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- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as “the AMR Outstation Proposals”), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
 - (i) a layout plan showing the locations of the AMR Outstations;
 - (ii) details of the design, layout and equipment for building up the AMR Outstations; and
 - (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.
- (c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as “the Approved AMR Outstations”.
- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee), there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority 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 Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.
- (f) In the event of non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition, the Water Authority may carry out the necessary works at the cost of the Grantee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Grantee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:
 - (i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;
 - (ii) carrying out any works under sub-clause (f) of this Special Condition; and
 - (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or

any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

- (i) The Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition.”

26. Natural Terrain

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

- “(a) The Grantee hereby acknowledges and accepts that the lot may be affected by landslide and boulder fall hazards arising from areas within the lot and the areas outside the lot shown edged by pecked green lines for identification purpose on PLAN I annexed hereto (hereinafter referred to as “the Edged Pecked Green Areas”) due to the nature of the natural terrain.
- (b)
 - (i) The Grantee shall at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as “the Investigation”) within the lot and the Edged Pecked Green Areas for the purpose of studying the natural terrain landslide and boulder fall hazards.
 - (ii) The findings of the Investigation shall include but not be limited to a proposal for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, including works to provide access for the subsequent maintenance of the completed mitigation and stabilisation works and associated works (such access is hereinafter referred to as “the Maintenance Access”), to be constructed within the lot and on the Edged Pecked Green Areas in all respects to the satisfaction of the Director (which proposal as approved by the Director is hereinafter referred to as “the Approved Mitigation Proposal”) to protect any building or buildings and structure or structures erected or to be erected on the lot and the residents and occupiers therein and their bona fide guests, visitors and invitees from landslide and boulder fall hazards arising from the lot or the Edged Pecked Green Areas. Any access proposed outside the lot and the Edged Pecked Green Areas for the subsequent maintenance of the completed mitigation and stabilisation works and associated works shall be subject to separate prior written approval of the Director and if approved, shall form part of the Maintenance Access, and the proposal for works to provide such access as approved by the Director shall form part of the Approved Mitigation Proposal.
- (c) The Grantee shall on or before the 30th day of June, 2030 or such other date as may be approved by the Director, at his own expense carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works, including works for the Maintenance Access, within the lot (hereinafter collectively referred to as “the Inside Works”) and on the Edged Pecked Green Areas or any other Government land (hereinafter collectively referred to as “the Outside Works”) in accordance with the Approved Mitigation Proposal as the Director at his absolute discretion shall approve or require. No part of the Site A Section, the Site B Section, building or buildings and structure or structures erected or to be erected on the Site A Section or the Site B Section which may be affected by landslide and boulder fall hazards as identified in the Investigation shall be occupied by any residents or occupiers and their bona fide guests, visitors and invitees before completion of the Inside Works and the Outside Works relating to the Site A Section or (as the case may be) the Site B Section.

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- (d) For the avoidance of doubt, subject to sub-clause (f) of this Special Condition, the Grantee shall not be required to carry out further geotechnical investigation, mitigation and stabilisation works and associated works on the Edged Pecked Green Areas or other Government land on completion of the Investigation and the Outside Works in all respects to the satisfaction of the Director.
- (e) If the Inside Works and/or the Outside Works relating to either the Site A Section or the Site B Section are required under the Approved Mitigation Proposal, the Grantee shall at his own expense register at the Land Registry against the Site A Section or (as the case may be) the Site B Section a plan or plans approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the Site A Section or (as the case may be) the Site B Section and the Government land on which the Grantee may require or be required to carry out the maintenance works, including the areas of the Site A Section or (as the case may be) the Site B Section and the Government land where the Grantee may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (f) of this Special Condition (which plan or plans are hereinafter referred to as “the Natural Terrain Hazard Mitigation and Stabilization Works Plan”). Such areas or floor spaces of the Site A Section or (as the case may be) the Site B Section on or within which the Inside Works are carried out or to be carried out shall be designated as and form part of the Common Areas of the Site A Section or (as the case may be) the Site B Section. No transaction (except the Site A Section Building Mortgage, the Site B Section Building Mortgage, the carving out of the Site A Section and the Site B Section as provided in Special Condition No. (26) hereof, an assignment of the lot as a whole under Special Condition No. (28) hereof or such other transactions as the Director may approve) affecting the Site A Section or (as the case may be) the Site B Section or any part thereof or any building or part of any building erected or to be erected on the Site A Section or (as the case may be) the Site B Section shall be entered into prior to such registration of the Natural Terrain Hazard Mitigation and Stabilization Works Plan in respect of the Site A Section or (as the case may be) the Site B Section.
- (f)
 - (i) The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and conditions in all respects to the satisfaction of the Director to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions. The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the Site A Section or (as the case may be) the Site B Section or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan.
 - (ii) In addition to any rights or remedies the Government may have against the Grantee for breach of the Grantee's obligations to maintain the Inside Works and the Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Grantee to carry out such maintenance works to the Inside Works and the Outside Works within such period as the Director shall at his absolute discretion deem fit. If the Grantee shall neglect or fail to comply with such notice in all respects to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Grantee shall on demand repay the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.
- (g) For the purposes only of carrying out the Investigation and carrying out, completing, inspecting and maintaining the Inside Works and the Outside Works, the Grantee shall have the right of ingress and egress to and from the Edged Pecked Green Areas and any other Government land where he may require or be required to carry out maintenance works, including clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the Site A Section or (as the case may be) the Site B Section or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan, subject to such terms and conditions as may be imposed by the Director at his sole discretion.
- (h) In the event that as a result of or arising out of carrying out the Investigation or carrying out, inspecting, checking, supervising and maintaining the Inside Works or the Outside Works, any damage is done to the Edged Pecked Green Areas or any other Government land, the Grantee shall make good such damage at his

own expense within such time limit as shall be determined by the Director at his absolute discretion and in all respects to the satisfaction of the Director. In the event of the non-fulfilment of the Grantee's obligations under this sub-clause (h) within the time limit as aforesaid, the Director may forthwith execute and carry out the required works and the Grantee shall on demand repay the Government the cost thereof, together with such supervisory and overhead charges as may be fixed by the Director or by his duly authorized officers whose determination shall be final and binding on the Grantee.

- (i) The Grantee shall at all times permit the Director, his officers, contractors and agents and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purpose of inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (b), (c), (f) and (h) of this Special Condition and carrying out, inspecting, checking and supervising any works under sub-clauses (f)(ii) and (h) of this Special Condition or any other works which the Director may consider necessary.
- (j) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (f) and (h) of this Special Condition or the exercise of the Grantee's right under sub-clause (g) of this Special Condition or the exercise of any of the rights by the Government under sub-clauses (f)(ii), (h) and (i) 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.
- (k) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, action and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to any works being carried out or having been carried out by the Grantee pursuant to the terms of this Special Condition or any omission, neglect or default by the Grantee in carrying out the Investigation or in the design, construction and maintenance of the Inside Works or the Outside Works including but without limitation to any damage to or loss of properties, loss of life and personal injuries.
- (l) Notwithstanding sub-clauses (b), (c), (f), (g) and (h) of this Special Condition, the obligations and rights of the Grantee in respect of the Edged Pecked Green Areas and any other Government land or any part thereof under this Special Condition shall absolutely determine upon the Government giving to the Grantee notice to that effect, and no claim whatsoever shall be made against the Government by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of sub-clauses (b), (c), (f), (g) and (h) of this Special Condition by the Grantee.”

F. Lease conditions that are onerous to a purchaser

27. Indemnity to the Government

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

“The Grantee hereby 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 out of, in connection with or incidental to any breach of these Conditions 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 of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding on 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 Conditions or in breach thereof.”

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28. Indemnify Government against existing buildings and structures

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

“The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures existing on the lot. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence and use of the said buildings and structures 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. The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence and use of the said buildings and structures.”

29. Preservation of trees

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

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

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

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

“(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Site B Residential Parking Spaces and the Site B Residential Motor Cycle Parking Spaces shall not be assigned except

(i) together with undivided shares in the Site B Section giving the right of exclusive use and possession of a Site B Residential Unit or Site B Residential Units; or

(ii) to a person who is already the owner of undivided shares in the Site B Section with the right of exclusive use and possession of a Site B Residential Unit or Site B Residential Units

provided that in any event not more than three in number of the total of the Site B Residential Parking Spaces and the Site B Residential Motor Cycle Parking Spaces shall be assigned to the owner of any one Site B Residential Unit.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Site B Residential Parking Spaces and the Site B Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment of the lot as a whole or of the Site B Section as a whole.

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Site B Parking Spaces for Disabled Persons.”

31. Restriction on alienation of other parking spaces in Site B

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

“(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Site B Non-Industrial Parking Spaces and the Site B Non-Industrial Motor Cycle Parking Spaces shall not be assigned except

(i) together with undivided shares in the Site B Section giving the right of exclusive use and possession of a unit or units for non-industrial (excluding residential, godown, hotel, office, petrol filling station, the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) and the kindergarten/nursery referred to in Special Condition No. (43) hereof) purposes in the building or buildings erected or to be erected on Site B; or

(ii) to a person who is already the owner of undivided shares in the Site B Section with the right of exclusive use and possession of a unit or units for non-industrial (excluding residential, godown, hotel, office, petrol filling station, the Transport Interchanges (as defined in Special Condition No. (42)(a) hereof) and the kindergarten/nursery referred to in Special Condition No. (43) hereof) purposes in the building or buildings erected or to be erected on Site B.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Site B Non-Industrial Parking Spaces and the Site B Non-Industrial Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.

(c) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the spaces provided in accordance with Special Condition No. (30)(b)(i)(II) hereof shall not be assigned except

(i) together with undivided shares in the Site B Section giving the right of exclusive use and possession of the kindergarten/nursery referred to in Special Condition No. (43) hereof and provided or to be provided on Site B; or

(ii) to a person who is already the owner of undivided shares in the Site B Section with the right of exclusive use and possession of the kindergarten/nursery referred to in Special Condition No. (43) hereof and provided or to be provided on Site B.

(d) Sub-clauses (a) and (c) of this Special Condition shall not apply to an assignment of the lot as a whole or of the Site B Section as a whole.

(e) Sub-clauses (a), (b) and (c) of this Special Condition shall not apply to the Site B Parking Spaces for Disabled Persons.”

32. Set back

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

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

33. Cutting away

Special Condition No.(46) of the Land Grant stipulates that:-

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (45) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in

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or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to such falling away, landslip or subsidence.

- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

34. Spoil or debris

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

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

35. Damage to Services

Special Condition No.(50) 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, the Green Areas, the Edged Pecked Green Areas (as defined in Special Condition No. (53)(a) hereof) or any part or parts of any one or more of them (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Areas, the Edged Pecked Green Areas (as defined in Special Condition No. (53)(a) hereof) or any part or parts of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out

any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Areas, the Edged Pecked Green Areas (as defined in Special Condition No. (53)(a) hereof) or any part or parts of any one or more of them 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.”

36. Existing public water mains within the Green Areas

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

- “(a) The Grantee acknowledges and accepts that there are existing fresh water trunk mains running upon, over, under or adjacent to the Green Areas including but not limited to the fresh water trunk mains as indicated by blue line, pecked blue line and orange lines as shown on PLAN I annexed hereto (hereinafter referred to as “the Government Water Mains”) and no development which requires resiting of the Government Water Mains will be allowed except with the prior written consent of the Water Authority.
- (b) No site formation works shall be commenced on the Green Areas until the details of the site formation works shall have been approved in writing by the Water Authority. For the purpose of this Special Condition, “site formation works” shall be as defined in the Buildings Ordinance.
- (c) No structures shall be built or materials stored within 3 metres from the centre lines of the Government Water Mains.
- (d) No trees or shrubs with penetrating roots may be planted within 3 metres from the centre lines of the Government Water Mains. No change of existing site condition may be undertaken within the aforesaid area without the prior agreement of the Water Authority. Rigid root barriers may be required if the clear distance between the proposed tree or shrub and the Government Water Mains is 2.5 metres or less, and the barrier must extend below the invert level of the Government Water Mains. For the purpose of this Special Condition, the decision of the Water Authority as to what constitutes “invert level”, “center lines” and “clear distance” shall be final and binding on the Grantee.
- (e) No planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet.
- (f) Tree planting shall be prohibited in the event that the Water Authority considers that there is any likelihood of damage being caused to the Government Water Mains.
- (g) The officers of the Water Authority and such other persons as may be authorized by them whether with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Green Areas or the lot or any part thereof for the purpose of laying, inspecting, operating, maintaining, repairing and renewing the Government Water Mains or any proposed Government water mains within the Green Areas.
- (h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d), (e) and (f) of this Special Condition or the exercise of the rights by the Water Authority and other authorized person under sub-clause (g) of this Special Condition and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d), (e) and (f) of this Special Condition or the exercise of the rights by the Water Authority and other authorized person under sub-clause (g) of this Special Condition.”

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37. Existing Graves

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

- “(a) Any graves, “Kam Taps” (金塔) and the like near or on the lot, the Green Areas or the Edged Pecked Green Areas existing as at the date of this Agreement (hereinafter collectively referred to as “the Existing Graves”) shall not be removed or interfered with without the prior approval of the Director and the Grantee shall allow free public pedestrian access to and from the Existing Graves by, over and through the lot along such routes to the satisfaction of the Director for the purposes of worshipping at the Existing Graves at all reasonable times throughout the term hereby agreed to be granted.
- (b) In the event that approval for the removal of any of the Existing Graves is given under sub-clause (a) of this Special Condition, the Grantee shall be responsible for the clearance and removal thereof at his own expense and in all respects to the satisfaction of the Director.
- (c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the presence of the Existing Graves, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition and the exercise of the right of access by members of the public 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.
- (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims (including “Tun Fu” (趺符) ceremonies), losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the presence of the Existing Graves, the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition and the exercise of the right of access by members of the public under sub-clause (a) of this Special Condition.
- (e) Except for the Existing Graves, 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.”

38. Right of way over the Existing Paths and Tracks

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

- “(a) The Grantee shall, at all reasonable times throughout the term hereby agreed to be granted, allow free and uninterrupted access through, over or along all the existing paths and tracks within that portion of Site B shown coloured pink hatched red on PLAN I annexed hereto (hereinafter referred to as “the Existing Paths and Tracks”) free of charge for all Government and public vehicular and pedestrian traffic.
- (b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense manage and maintain the Existing Paths and Tracks in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (c) Notwithstanding any General or Special Conditions herein, no disturbance of whatever nature shall be made to the Existing Paths and Tracks without the prior written approval of the Director and the Director of Home Affairs.
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b) and (c) of this Special Condition or the exercise of the rights by the Government and members of the public 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.
- (e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment

of any of the Grantee's obligations under sub-clauses (a), (b) and (c) of this Special Condition or the exercise of the rights by the Government and members of the public under sub-clause (a) of this Special Condition.

- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (a) of this Special Condition, neither the Grantee intends to nor the Government consents to any dedication of the Existing Paths and Tracks to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (a) 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 or substitution therefor.”

39. Rights-of-way over Site B for Adjoining Lots

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

- “(a) The Grantee shall permit the respective owners, their tenants and bona fide visitors of all those pieces or parcels of land now known and registered in the Land Registry as Lot Nos. 749, 1122, 1484, the Remaining Portion of Section C of Lot No. 1435, the Remaining Portion of Sub-Section 5 of Section A of Lot No. 1434, Section A.H. of Lot No. 1408 and the Remaining Portion of Section D of Lot No. 1435 all in Demarcation District No. 165 and such other pieces or parcels of land as the Director may from time to time specify (hereinafter collectively referred to as “Adjoining Lots”) at all times free of charge and interruption to pass and repass on foot to, from or through Site B for the purpose of access to and egress from their respective Adjoining Lots.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the owners, their tenants and bona fide visitors of the Adjoining Lots under sub-clause (a) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the owners, their tenants and bona fide visitors of the Adjoining Lots under sub-clause (a) of this Special Condition.”

40. Indemnity

Special Condition No.(58) of the Land Grant stipulates that:-

- “The Grantee shall indemnify and keep indemnified the Government from and against all liability, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to:
- (a) the grant of and the subsequent development on the lot or any part or parts thereof; and
- (b) any detriment or adverse effect on “fung shui” (風水) which is or may be caused by or as a result of the development of the lot or any part or parts thereof.”

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

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批地文件的摘要

A. 該期數所位於的土地的地段編號

1. 該期數興建於大埔市地段第253號餘段(「該土地」)。

B. 批地年期

2. 該土地乃根據《新批土地契約》第22938號批授，該文件已根據一份日期為2023年5月8日的《批地條款修訂書》予以修訂及／或更改，並於土地註冊處以註冊摘要編號23052200530015註冊(合稱「**批地文件**」)，期限為自2021年10月21日起計50年。

C. 適用於該土地的用途限制

3. 批地文件特別條件第(11)條規定：
「該地段或其任何部分，或其上已建或擬建的任何建築物或任何建築物之部分，均不得用於非工業(不包括貨倉、酒店、辦公室及加油站)用途以外的任何其他用途。」

D. 按規定須興建並提供予政府或供公眾使用的設施

4. 綠色區域的塑造(時限、方式及用途)

批地文件特別條件第(5)條規定：

「(a)承批人須：

- (i) 於2026年3月31日或署長批准的一個或多個較後日期或之前，由承批人自費按署長批准的方式、物料、標準、水平、定線及設計，並在各方面達至署長滿意程度的情況下：
 - (I) 鋪設及塑造在附於本批地文件的圖則I上以綠色顯示的未來公用道路、公共停車場、行人徑及單車徑的該等部分(下稱「綠色區域」)；及
 - (II) 提供及建造署長按其單獨酌情權要求的橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路、泊車處、隔音屏障或其他構築物(以下合稱「該等構築物」)，使建築物可座落於綠色區域及讓車輛、單車和行人往來綠色區域；
 - (ii) 於2026年3月31日或署長批准的一個或多個較後日期或之前，由承批人自費按署長批准的方式、物料、標準、水平、定線及設計，在綠色區域或署長要求或批准的位於綠色區域以外的一個或多個位置，提供及建造兩個污水泵房，在各方面達至署長滿意程度(下稱「該等泵房」)；
 - (iii) 於2026年3月31日或署長批准的一個或多個較後日期或之前，由承批人自費在綠色區域鋪設路面、鋪路緣及開水道，並提供署長要求的設備、燈具、標示、圍欄、閘門、集水溝、污水渠、排水渠、大溝渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和路面標記，以及署長就該等泵房之運作而按其單獨酌情權要求的其他構築物與服務設施，以達至署長滿意程度；及
 - (iv) 由承批人自費維修保養綠色區域連同該等構築物、該等泵房及其上或其內建造、安裝及提供的所有構築物、路面、燈具、標示、圍欄、閘門、集水溝、污水渠、排水渠、大溝渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記及設備，以達至署長滿意程度，直至綠色區域的管有權已根據本批地文件的特別條件第(6)(a)條交回予政府時止。
- (b) 倘若本特別條件的(a)款下的承批人責任沒有被履行，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於該等費用的金額，該金額由署長決定，其決定乃最終決定並對承批人具有約束力。
- (c) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，或政府行使或沒有行使本特別條件的(b)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，署長無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (d) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，或政府行使本特別條件的(b)款賦予的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

5. 綠色區域的管有權

批地文件特別條件第(6)條規定：

- 「(a) 僅為了進行本批地文件的特別條件第(5)、(9)及(51)條指明的必要工程，承批人被視為已於本協議之日期獲授予綠色區域的管有權。綠色區域或其一個或多個部分須按要求交回予政府，而在任何情況下，如署長發出函件表示此等條件已獲得遵循並達至其滿意程度，則於函件日期當作綠色區域已由承批人交回予政府。承批人須於其管有綠色區域或其一個或多個部分的一切合理時候，准許所有政府及公共車輛、單車及行人自由進入通過及經過綠色區域或其一個或多個部分，並確保該項進入權利不受正在進行的工程所干擾或阻礙，不論是否按照本批地文件的特別條件第(5)、(9)及(51)條進行的工程。
- (b) 倘若該等泵房或其任何一個或多個部分必須在綠色區域以外的其他一個或多個位置提供及建造，則承批人須獲准通過由署長批准的路線前往及進入該一個或多個位置和該等泵房或其任何一個或多個部分，以履行承批人在本批地文件的特別條件第(5)條下對於該等泵房負有的責任。」

6. 綠色區域的使用限制

批地文件特別條件第(7)條規定：

「未經署長事先書面同意，承批人不得將綠色區域用作儲存用途或搭建任何臨時構築物，或用作進行本批地文件的特別條件第(5)、(9)及(51)條指明的工程以外之任何用途。」

7. 進入綠色區域

批地文件特別條件第(8)條規定：

「(a) 承批人須於其管有綠色區域或其任何一個或多個部分的一切合理時候：

- (i) 准許政府、署長及其人員、承判商、代理人、工人及署長授權的任何人士有權自由及不受限制地免費進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照本批地文件的特別條件第(5)(a)條進行的任何工程，以及進行、視察、檢查及監督本批地文件的特別條件第(5)(b)條下的工程及署長認為在綠色區域內乃屬必要的任何其他工程；
- (ii) 准許政府、署長、食物環境衛生署署長、他們各自的人員、承判商、代理人、工人及署長或食物環境衛生署署長授權的任何人士有權自由及不受限制地免費進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照本批地文件的特別條件第(9)(c)、(9)(d)、(9)(e)、(9)(g)(i)及(9)(g)(ii)條進行的任何工程，以及進行、視察、檢查及監督本批地文件的特別條件第(9)(h)條下的工程；
- (iii) 准許政府及政府授權的有關公用事業公司有權按政府或有關公用事業公司的需要而自由及不受限制地進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在進行任何須於綠色區域或任何毗鄰土地之內、之上或之下進行的工程，包括但不限於鋪設及於其後維修旨在為該地段或任何毗鄰或相鄰土地或處所提供電話、電力、氣體(如有)及其他服務而必需的所有喉管、電線、導管、電纜槽及其他傳導媒體與附屬設備。承批人須與政府及政府正式授權的有關公用事業公司充分配合，辦理上述任何須於綠色區域之內進行的工程涉及的一切事宜；
- (iv) 准許水務監督的人員及他們授權的其他人士有權按水務監督的人員或該等獲授權人士的需要而自由及不受限制地免費進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在進行綠色區域之內任何其他水務設施的運作、維修保養、修理、更換及更改所涉及的任何工程。就此等條件而言，「水務監督」乃按照《水務設施條例》、任何根據該條例訂立的規例及任何修訂立法(下稱「《水務設施條例》」)中的定義；及
- (v) 在無損於本批地文件的特別條件第(6)(a)條的一般適用性之同時，准許現時稱為並在土地註冊處註冊為大埔市地段第157號餘段的各片或各幅土地(下稱「TPTL 157 RP」)的承租人、其代理人、承判商及TPTL 157 RP的承租人授權的其他人士有權按TPTL 157 RP的承租人、其代理人、承判商及該等其他人士的需要而自由及不受限制地免費進出往返與通過綠色區域(或其一個或多個部分，視屬何情況而定)，以便車輛、單車及行人交通往來。

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- (b) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，政府、署長、食物環境衛生署署長、他們各自的人員、承判商、代理人、工人、水務監督的人員和根據本特別條件的(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)款獲授權的任何人士或公用事業公司行使權利，以及TPTL 157 RP的承租人、其代理人、承判商及TPTL 157 RP的承租人根據本特別條件的(a)(v)款或以其他方式授權的其他人士行使權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (c) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，政府、署長、食物環境衛生署署長及水務監督或根據本特別條件的(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)款獲授權的他們的任何人員、承判商、代理人、工人或任何人士或公用事業公司行使其獲賦予的權利，或TPTL 157 RP的承租人、其代理人、承判商及TPTL 157 RP的承租人根據本特別條件的(a)(v)款授權的其他人士行使其獲賦予的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」
8. 在綠色區域重置設施
批地文件特別條件第(9)條規定：
「(a) 承批人確認，於本協議之日期在綠色區域之內有一個在附於本批地文件的圖則I上顯示及標明為「臨時廁所」的臨時廁所(下稱「臨時廁所」)，以及一個在附於本批地文件的圖則I上顯示及標明為「臨時停車場」的臨時停車場(下稱「臨時停車場」)。
(b) 未經運輸署署長(下稱「運輸署署長」)事先書面同意，承批人不得干擾臨時停車場。
(c) 在公廁(定義見本特別條件的(g)(i)(II)款)按照本特別條件的(g)(i)款建成及開始運作前，承批人須自費維修保養及管理臨時廁所，在各方面達至食物環境衛生署署長滿意程度。
(d) 在垃圾收集站(定義見本特別條件的(g)(i)(I)款)按照本特別條件的(g)(i)款建成及開始運作前，承批人須自費維修保養在附於本批地文件的圖則I上顯示及標明為「臨時垃圾站」的臨時垃圾收集站(下稱「臨時垃圾站」)，在各方面達至食物環境衛生署署長滿意程度。
(e) 在公廁(定義見本特別條件的(g)(i)(II)款)和垃圾收集站(定義見本特別條件的(g)(i)(I)款)按照本特別條件的(g)(i)款建成及開始運作後的一個曆月(或署長批准的其他延長期限)之內，承批人須自費拆卸臨時廁所及臨時垃圾站，在各方面達至署長滿意程度。
(f) 為履行承批人在本特別條件的(d)及(e)款下有關臨時垃圾站的責任，承批人須獲准通過由署長批准的路線前往及進入臨時垃圾站。
(g) (i) 於2026年2月28日或署長批准的一個或多個較後日期或之前，承批人須在食物環境衛生署署長確定的在綠色區域內的位置，並在各方面達至食物環境衛生署署長滿意程度的情況下，自費建造及開始運作：
(I) 一個垃圾收集站(下稱「垃圾收集站」)及
(II) 一個公共廁所(下稱「公廁」)
垃圾收集站及公廁的類型、大小、設計、物料、高度及規劃須經食物環境衛生署署長事先書面批准。
(ii) 承批人須自費維修保養垃圾收集站及公廁以及構成其一部分或與之相連的各項物件使其處於良好和修繕妥當的狀況，在各方面達至食物環境衛生署署長滿意程度，直至垃圾收集站及公廁的管有權已按照本特別條件的(g)(iii)款交付予政府為止。
(iii) 垃圾收集站及公廁或其中任何一項須按要求交付予政府，而在任何情況下，如署長發出函件表示此等條件已獲得遵循並達至其滿意程度，則於函件日期當作垃圾收集站及公廁已由承批人交付予政府。
(h) 倘若本特別條件的(b)、(c)、(d)、(e)、(g)(i)及(g)(ii)款下的任何承批人責任沒有被履行，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於該等費用的金額，該金額由署長決定，其決定乃最終決定並對承批人具有約束力。
(i) 對於本特別條件的(b)、(c)、(d)、(e)、(g)(i)及(g)(ii)款下的任何承批人責任之履行或沒有履行，或政府

行使本特別條件的(h)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，署長無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

- (j) 對於本特別條件的(b)、(c)、(d)、(e)、(g)(i)及(g)(ii)款下的任何承批人責任之履行或沒有履行，或政府行使本特別條件的(h)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

E. 有關承批人在該土地內外鋪設、塑造或綠化任何範圍，或興建或維持任何構築物或設施的責任

9. 維修保養

批地文件一般條件第6條規定：

- 「(a) 承批人須於已按照此等條件進行建築或重建(本詞指本一般條件的(b)款預期的重新發展)的整個批租期內：
(i) 按照經批核的建築圖則(沒有對其作出修改或更改)維修保養所有建築物；及
(ii) 維修保養所有已建或此後可能依照此等條件或嗣後任何對此等條件的合約修訂而興建之建築物，使其處於良好和修繕妥當的狀況，並在批租期屆滿或提前終止時以該修繕妥當狀況交付該等建築物。
(b) 如在批租期內任何時間拆卸當時位於該地段或其任何部分的任何建築物，承批人須以同類型和總樓面面積沒有減少的完好及穩固的一幢或多幢建築物，又或以類型及價值經署長批准的一幢或多幢建築物作為替代。如按以上所述進行拆卸，承批人須在該拆卸工作的一個曆月內向署長申請同意其進行該地段重新發展的建築工程，並須在收到該同意後三個曆月內展開重新發展的必要工程，以及在署長指定的時限內完成該工程達至署長滿意程度。」

10. 私人街道、道路及路徑

批地文件一般條件第8條規定：

「按此等條件被要求塑造的任何私人街道、道路及路徑，其所處的地點位置須使署長滿意，並根據其決定計入或不計入批租範圍。無論是兩者中任何一種情況，須按要求免費交還政府。如果上述街道、道路及路徑被交還政府，政府會鋪設路面、鋪路緣、設置排水(污水渠和雨水渠)及分流設施和路燈，費用由承批人承擔，嗣後則以公帑保養。如果該等私人街道、道路及路徑仍維持是批租範圍的一部分，承批人須承擔費用替該等街道、道路及路徑裝設照明、鋪設路面、鋪路緣、設置排水及分流設施和進行維修保養，在各方面達至署長滿意程度。署長可為公眾利益按需要進行或促使他人進行路燈的安裝和維修保養。承批人須承擔路燈安裝的資本成本，並准許工人及車輛為安裝及維修保養路燈之目的自由進出往返批租範圍。」

11. 建築規約

批地文件特別條件第(10)條規定：

「承批人須在附於本批地文件的圖則I上以粉紅色、粉紅色間綠色斜線及粉紅色間黑色斜線顯示及標明為「地盤A」的該地段的該等部分(下稱「地盤A」)和在附於本批地文件的圖則I上以粉紅色、粉紅色間黑色斜線及粉紅色間紅色斜線顯示及標明為「地盤B」的該地段的該等部分(下稱「地盤B」)之上，分別興建全面符合此等條件和香港現時或無論何時有效的所有關於建築、衛生與規劃的條例、附例及規例的一幢或多幢建築物，從而發展地盤A及地盤B。上述一幢或多幢建築物須於2030年6月30日或之前建成及適宜佔用。」

12. 發展條件

批地文件特別條件第(12)條規定：

「在此等條件的規限下，該地段或其任何部分在發展或重新發展(本詞僅指本批地文件一般條件第6條預期的重新發展)之時：

- (a) 該地段上已建或擬建的任何一幢或多幢建築物須在各方面均符合《建築物條例》、任何根據該條例訂

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- 立的規例及任何修訂立法(下稱「《建築物條例》」)；
- (b) 不可在該地段或其任何部分，或該地段邊界之外在此等條件指明的一處或多處範圍，興建並非在各方面均符合《城市規劃條例》、任何根據該條例訂立的規例及任何修訂立法之規定的一幢或多幢建築物，或進行並非在各方面均符合《城市規劃條例》、任何根據該條例訂立的規例及任何修訂立法之規定的任何發展或使用；
- (c) 該地段上已建或擬建的任何一幢或多幢建築物的整體總樓面面積不得少於326,238平方米並且不得超過543,730平方米；
- (d) 在本特別條件的(c)款規定的整體總樓面面積中，經設計並擬用作私人住宅用途的任何一幢或多幢建築物或其任何一個或多個部分的整體總樓面面積不得超過522,653平方米，而且：
- (i) 在地盤A上已建或擬建的該一幢或多幢建築物或該一個或多個部分的整體總樓面面積不得超過225,080平方米；及
- (ii) 在地盤B上已建或擬建的該一幢或多幢建築物或該一個或多個部分的整體總樓面面積不得超過297,573平方米；
- (e) 在本特別條件的(c)款規定的整體總樓面面積中，經設計並擬用作非工業(不包括貨倉、辦公室、酒店、加油站及私人住宅)用途的任何一幢或多幢建築物或其任何一個或多個部分的整體總樓面面積不得超過21,077平方米，而且：
- (i) 在地盤A上已建或擬建的該一幢或多幢建築物或該一個或多個部分的整體總樓面面積不得超過11,288平方米，當中經設計並擬用作交通交匯處(定義見本批地文件的特別條件第(42)(a)條)的該一幢或多幢建築物或該一個或多個部分的整體總樓面面積不得超過4,500平方米；及
- (ii) 在地盤B上已建或擬建的該一幢或多幢建築物或該一個或多個部分的整體總樓面面積不得超過9,789平方米，當中經設計並擬用作交通交匯處(定義見本批地文件的特別條件第(42)(a)條)的該一幢或多幢建築物或該一個或多個部分的整體總樓面面積不得超過4,500平方米；及
- (f) (i) 除按照城市規劃委員會分別於2019年1月18日及2020年10月14日核准的規劃申請編號A/NE-SSH/120及A/NE-SSH/120-1之下的總綱發展藍圖(以下合稱「核准總綱發展藍圖」)外，不得對該地段或其任何一個或多個部分進行發展或重新發展；
- (ii) 承批人確認，核准總綱發展藍圖乃關於該地段上的發展和TPTL 157 RP上的發展，儘管本特別條件的(f)(i)款有任何規定，但除非該地段上的發展和TPTL 157 RP上的發展均已按照核准總綱發展藍圖完成，否則在此之前本特別條件的(b)及(f)(i)款不被視為得到遵守；及
- (iii) 除經署長事先書面同意外，不得改動、更改、變更、修訂或替換核准總綱發展藍圖，署長可在授予同意時施加按其絕對酌情權確定的條件及要求按其絕對酌情權確定的補地價款項。」

13. 可持續建築設計要求

批地文件特別條件第(13)條規定：

「在此等條件的規限下，如該地段或其任何部份進行發展或重新發展(本詞僅指本批地文件一般條件第6條預期的重新發展)：

- (a) (i) 除非屋宇署署長(下稱「屋宇署署長」)另作同意，否則承批人須自費就地盤A及地盤B分別向屋宇署署長提交一份或多份圖則，當中註明所有於地盤A及地盤B各自的地面或以上一個或多個樓層現已或將會興建或建造以提供地盤A及地盤B各自的邊界後移區域的建築物、構築物、建築物或構築物的支撐件及任何伸出物的配置和佈局，以供屋宇署署長書面批准，提交的每套材料須在各方面都遵從屋宇署署長的要求。上述每套提交材料須包括該等後移區域的鋪設及園景美化之建議，以及屋宇署署長按其單獨酌情權要求或指明的其他有關資料。上述每套提交材料經由屋宇署署長批准後下稱「核准樓宇後移建議」。任何於地盤A及地盤B現已或將會興建或建造的建築物、構築物、建築物或構築物的支撐件及任何伸出物，須在各方面分別遵從地盤A的核准樓宇後移建議和地盤B的核准樓宇後移建議。就本(a)(i)款而言，屋宇署署長就甚麼構成地盤A及地盤B各自的一個或多個地面樓層及就核准樓宇後移建議是否已得到遵從而作出的決定乃最終決定並對承批人具有約束力。
- (ii) 未經屋宇署署長事先書面批准，不得改動、更改、變更、修訂或替換核准樓宇後移建議，而若給

予批准，該批准將以屋宇署署長按其單獨酌情權確定的條款及條件作出。

- (b) (i) 除非屋宇署署長另作同意，否則承批人須自費就地盤A及地盤B或其一個或多個部分分別向屋宇署署長提交一份或多份圖則，當中註明所有於地盤A及地盤B各自現已或將會興建或建造的建築物或建築物群的配置和佈局，包括但不限於連續面牆伸展長度、該等建築物或建築物群之間的分隔距離和穿透性，以供屋宇署署長書面批准，提交的每套材料須在各方面都遵從屋宇署署長對於建築物分隔的要求，並包括屋宇署署長按其單獨酌情權要求或指明的其他有關資料。
- (ii) 根據本特別條件的(b)(i)款提交的每套材料經由屋宇署署長批核後下稱「核准樓宇分隔建議」。任何於地盤A及地盤B上已建或擬建的建築物或建築物群，須在各方面都分別遵從地盤A的核准樓宇分隔建議和地盤B的核准樓宇分隔建議。就本(b)(ii)款而言，屋宇署署長就核准樓宇分隔建議是否已得到遵從而作出的決定乃最終決定並對承批人具有約束力。
- (iii) 未經屋宇署署長事先書面批准，不得改動、更改、變更、修訂或替換核准樓宇分隔建議，而若給予批准，該批准將以屋宇署署長按其單獨酌情權確定的條款及條件作出。
- (c) (i) 在無損於本批地文件的特別條件第(18)條的條文之同時，承批人須自費向屋宇署署長提交一份圖則，當中顯示將會在該處或其內提供及維持綠化(包括但不限於提供泥土栽種的活生植物)的該地段或其上已建或擬建的一幢或多幢建築物的一個或多個部分(下稱「綠化區域」)、綠化區域的佈局及大小，以及屋宇署署長按其單獨酌情權要求或指明的其他有關資料(包括但不限於綠化區域建築工程的位置及詳情)，以供屋宇署署長書面批准(提交的圖則下稱「綠化建議」)。屋宇署署長就甚麼構成綠化建議之下提供綠化及該地段或一幢或多幢建築物的哪些部分構成綠化區域作出的決定乃最終決定並對承批人具有約束力。上述提交材料經由屋宇署署長批核後下稱「核准綠化建議」。就此等條件而言，「建築工程」乃按照《建築物條例》中的定義。
- (ii) 承批人須自費按照核准綠化建議執行並完成綠化區域的建築工程，並於日後進行維修保養，在各方面達至屋宇署署長滿意程度。未經屋宇署署長事先書面批准，不得改動、更改、變更、修訂或替換核准綠化建議或顯示出綠化區域的圖則。
- (iii) 除屋宇署署長事先書面批准外，在核准綠化建議中顯示的綠化區域須被指定為本批地文件的特別條件第(24)(a)(v)條所述的公用地方並構成其一部分，而且除按照核准綠化建議所列的佈局、大小、位置及詳情用作綠化區域外不得用於任何其他用途。」

14. 康樂設施

批地文件特別條件第(16)條規定：

- 「(a) (i) 承批人可在地盤A內興建、建造及提供經署長書面批准的康樂設施及該處的附屬設施(下稱「地盤A設施」)。地盤A設施的類型、大小、設計、高度及規劃亦須經署長事先書面批准。
- (ii) 承批人可在地盤B內興建、建造及提供經署長書面批准的康樂設施及該處的附屬設施(下稱「地盤B設施」)。地盤B設施的類型、大小、設計、高度及規劃亦須經署長事先書面批准。
- (b) 為計算本批地文件的特別條件第(12)(c)、(12)(d)、(12)(d)(i)及(12)(d)(ii)條規定的各自整體總樓面面積之目的，除本批地文件的特別條件第(60)(d)條另有規定外，根據本特別條件的(a)(i)款提供的地盤A設施之任何部分和根據本特別條件的(a)(ii)款提供的地盤B設施之任何部分，如提供予該地段上已建或擬建的一座或多座住宅大廈的住戶及其真正訪客共用及共享，則不納入計算之內。署長認為並非作此用途的地盤A設施或地盤B設施的其餘部分須納入以上計算之內。
- (c) 如地盤A設施或地盤B設施之任何部分根據本特別條件的(b)款獲豁免於總樓面面積的計算(下稱「豁免設施」)：
- (i) 構成地盤A設施的一部分的該等豁免設施須被指定為地盤A分段(定義見本批地文件的特別條款第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分，而構成地盤B設施的一部分的該等豁免設施須被指定為地盤B分段(定義見本批地文件的特別條款第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分；
- (ii) 承批人須自費維修保養豁免設施，使其處於良好和修繕妥當的狀況，並須運作豁免設施達至署長滿意程度；及
- (iii) 豁免設施僅供該地段上已建或擬建的一座或多座住宅大廈的住戶及其真正訪客使用，其他人等不得使用。為免存疑，所有豁免設施均由地盤A及地盤B兩者的住戶及訪客分享使用。」

SUMMARY OF LAND GRANT

批地文件的摘要

15. 核准園景設計總圖

批地文件特別條件第(18)條規定：

- 「(a) 承批人須自費向規劃署署長提交地盤A及地盤B各自的園景設計總圖，當中載有規劃署署長按其單獨酌情權要求或指明的關於將會在該等地盤上提供的園景工程的資料，以供規劃署署長書面批准。經規劃署署長批核的上述園景設計總圖以下合稱「核准園景設計總圖」。
- (b) 承批人須自費按照核准園景設計總圖執行並完成園景工程，在各方面達至規劃署署長滿意程度。未經規劃署署長事先書面批准，不得改動、更改、變更、修訂或替換核准園景設計總圖。
- (c) 在園景工程按照本特別條件的(b)款完成後並在根據本批地文件同意批授的整個年期内，承批人須自費維持及維修保養園景工程使其處於安全、清潔、整齊、井然及健康狀況，全面達至署長滿意程度。」

16. 看守員及管理員使用的辦公地方

批地文件特別條件第(19)條規定：

- 「(a) 地盤A之內可提供看守員或管理員或兩者的辦公地方，但受限於以下條件：
- (i) 署長認為該地方對於地盤A上已建或擬建的一座或多座住宅大廈之安全、保安及良好管理是必要的；
- (ii) 該地方除用作完全及必要地受僱於地盤A工作的看守員或管理員或兩者之辦公地方外，不得用作任何其他用途；及
- (iii) 任何該地方的位置須先得到署長書面批准。

就本(a)款而言，辦公地方不可位於地盤A上擬用作或經改裝用作單一家庭住宅的任何建築物之內。

- (b) 為計算本批地文件的特別條件第(12)(c)、(12)(d)及(12)(d)(i)條規定的各自整體總樓面面積之目的，除本批地文件的特別條件第(60)(d)條另有規定外，根據本特別條件的(a)款在地盤A內提供的辦公地方，如按地盤A上已建或擬建的每50個住宅單位或其部分來計算不超過5平方米或按地盤A上已建或擬建的每座住宅單位大廈來計算不超過5平方米(二者當中取其使該地方所得較大樓面面積者)，則不納入計算之內。任何超出上述較大樓面面積的該部分樓面面積須納入上述計算之內。
- (c) 地盤B之內可提供看守員或管理員或兩者的辦公地方，但受限於以下條件：
- (i) 署長認為該地方對於地盤B上已建或擬建的一座或多座住宅大廈之安全、保安及良好管理是必要的；
- (ii) 該地方除用作完全及必要地受僱於地盤B工作的看守員或管理員或兩者之辦公地方外，不得用作任何其他用途；及
- (iii) 任何該地方的位置須先得到署長書面批准。

就本(c)款而言，辦公地方不可位於地盤B上擬用作或經改裝用作單一家庭住宅的任何建築物之內。

- (d) 為計算本批地文件的特別條件第(12)(c)、(12)(d)及(12)(d)(ii)條規定的各自整體總樓面面積之目的，除本批地文件的特別條件第(60)(d)條另有規定外，根據本特別條件的(c)款在地盤B內提供的辦公地方，如按地盤B上已建或擬建的每50個住宅單位或其部分來計算不超過5平方米或按地盤B上已建或擬建的每座住宅單位大廈來計算不超過5平方米(二者當中取其使該地方所得較大樓面面積者)，則不納入計算之內。任何超出上述較大樓面面積的該部分樓面面積須納入上述計算之內。
- (e) 就本特別條件的(b)及(d)款而言，凡擬用作或經改裝用作單一家庭住宅的獨立屋、半獨立屋或排屋，均不被視為一座住宅單位大廈。就本特別條件的(e)款而言，署長就甚麼構成獨立屋、半獨立屋或排屋而作出的決定乃最終決定並對承批人具有約束力。
- (f) 根據本特別條件的(a)款在地盤A內提供的辦公地方，須被指定為地盤A分段(定義見本批地文件的特別條件第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分。根據本特別條件的(c)款在地盤B內提供的辦公地方，須被指定為地盤B分段(定義見本批地文件的特別條件第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分。
- (g) 署長就某一建築物是否構成或擬用作或經改裝用作單一家庭住宅而作出的決定乃最終決定並對承批人具有約束力。」

17. 看守員及管理員使用的宿舍

批地文件特別條件第(20)條規定：

- 「(a) 地盤A之內可提供看守員或管理員或兩者的宿舍，但受限於以下條件：
- (i) 該宿舍須位於地盤A上已建的其中一座住宅單位大廈之內，或署長書面批准的其他位置；及
- (ii) 該宿舍除用作完全及必要地受僱於地盤A內工作的看守員或管理員或兩者之住宅樓宇外，不得用作任何其他用途。
- 就本(a)款而言，宿舍不可位於地盤A上擬用作或經改裝用作單一家庭住宅的任何建築物之內。
- (b) 為計算本批地文件的特別條件第(12)(c)、(12)(d)及(12)(d)(i)條規定的各自整體總樓面面積之目的，根據本特別條件的(a)款在地盤A內提供的宿舍，如整體總樓面面積不超過25平方米，則不納入計算之內。任何超出25平方米的該部分樓面面積須納入上述計算之內。
- (c) 地盤B之內可提供看守員或管理員或兩者的宿舍，但受限於以下條件：
- (i) 該宿舍須位於地盤B上已建的其中一座住宅單位大廈之內，或署長書面批准的其他位置；及
- (ii) 該宿舍除用作完全及必要地受僱於地盤B內工作的看守員或管理員或兩者之住宅樓宇外，不得用作任何其他用途。

就本(c)款而言，宿舍不可位於地盤B上擬用作或經改裝用作單一家庭住宅的任何建築物之內。

- (d) 為計算本批地文件的特別條件第(12)(c)、(12)(d)及(12)(d)(ii)條規定的各自整體總樓面面積之目的，根據本特別條件的(c)款在地盤B內提供的宿舍，如整體總樓面面積不超過25平方米，則不納入計算之內。任何超出25平方米的該部分樓面面積須納入上述計算之內。
- (e) 根據本特別條件的(a)款在地盤A內提供的供看守員或管理員或兩者使用的宿舍，須被指定為地盤A分段(定義見本批地文件的特別條件第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分。根據本特別條件的(c)款在地盤B內提供的供看守員或管理員或兩者使用的宿舍，須被指定為地盤B分段(定義見本批地文件的特別條件第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分。
- (f) 署長就甚麼構成一座住宅單位大廈及就某一建築物是否構成或擬用作或經改裝用作單一家庭住宅而作出的決定乃最終決定並對承批人具有約束力。」

18. 業主立案法團或業主委員會辦事處

批地文件特別條件第(21)條規定：

- 「(a) 地盤A之內可提供一個辦事處供業主立案法團或業主委員會使用，惟：
- (i) 該辦事處除供地盤A或其上已建或擬建建築物的已成立或將會成立的業主立案法團或業主委員會用作進行會議及行政工作外，不得用作任何其他用途；及
- (ii) 任何該辦事處的位置須先得到署長書面批准。
- (b) 為計算本批地文件的特別條件第(12)(c)、(12)(d)及(12)(d)(i)條規定的各自整體總樓面面積之目的，除本批地文件的特別條件第(60)(d)條另有規定外，根據本特別條件的(a)款在地盤A內提供的辦事處，如總樓面面積不超過20平方米，則不納入計算之內。任何超出20平方米的該部分樓面面積須納入上述計算之內。
- (c) 地盤B之內可提供一個辦事處供業主立案法團或業主委員會使用，惟：
- (i) 該辦事處除供地盤B或其上已建或擬建建築物的已成立或將會成立的業主立案法團或業主委員會用作進行會議及行政工作外，不得用作任何其他用途；及
- (ii) 任何該辦事處的位置須先得到署長書面批准。
- (d) 為計算本批地文件的特別條件第(12)(c)、(12)(d)及(12)(d)(ii)條規定的各自整體總樓面面積之目的，除本批地文件的特別條件第(60)(d)條另有規定外，根據本特別條件的(c)款在地盤B內提供的辦事處，如總樓面面積不超過20平方米，則不納入計算之內。任何超出20平方米的該部分樓面面積須納入上述計算之內。

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(e) 根據本特別條件的(a)款在地盤A內提供的辦事處，須被指定為地盤A分段(定義見本批地文件的特別條件第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分。根據本特別條件的(c)款在地盤B內提供的辦公地方，須被指定為地盤B分段(定義見本批地文件的特別條件第(26)(a)條)內在本批地文件的特別條件第(24)(a)(v)條所指的公用地方並構成其一部分。」

19. 地盤B的泊車要求

批地文件特別條件第(30)條規定：

「(a) (i) 須根據地盤B上已建或擬建的一幢或多幢建築物內住宅單位(下稱「地盤B住宅單位」)各自的大小對照下表所列比率進行計算，在地盤B內提供用作停泊《道路交通條例》之下獲發牌的汽車之車位，以達至運輸署署長滿意程度：

每一地盤B住宅單位的大小	根據本(a)(i)款須提供的住宅車位數目
小於40平方米	每7.8個住宅單位或其部分設一個車位
不小於40平方米但小於70平方米	每4.45個住宅單位或其部分設一個車位
不小於70平方米但小於100平方米	每1.65個住宅單位或其部分設一個車位
不小於100平方米但小於130平方米	每0.78個住宅單位或其部分設一個車位
不小於130平方米但小於160平方米	每0.57個住宅單位或其部分設一個車位
不小於160平方米	每0.45個住宅單位或其部分設一個車位

根據本(a)(i)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)下稱「地盤B住宅車位」。

(ii) 就本特別條件的(a)(i)款而言，提供的地盤B住宅車位總數須為參照本特別條件的(a)(i)款列表中按總樓面面積計每一地盤B住宅單位的大小計算的相應地盤B住宅車位數目之總和，而就本特別條件而言，「按總樓面面積而計每一地盤B住宅單位的大小」一詞代表之總樓面面積是指以下(I)及(II)之和：

(I) 該地盤B住宅單位獨家使用與享用的地盤B住宅單位總樓面面積，從該地盤B住宅單位的圍牆或護牆外邊起量度，惟分隔兩個相連的地盤B住宅單位的圍牆除外，在該種情況下須從該等牆壁的中間線量度，並包括該地盤B住宅單位內的內部分隔牆及支柱，但為免存疑，不包括該地盤B住宅單位內沒有納入本批地文件的特別條件第(12)條(c)、(d)及(d)(ii)款規定的各個整體總樓面面積的計算之所有樓面面積；及

(II) 相應於每個地盤B住宅單位的住宅公用地方(定義見下文)總樓面面積之中按比例計算的部分，而在如此計算時，該地盤B住宅單位圍牆界外供一座或多座地盤B住宅單位大廈所有住戶共用及共享的住宅公用地方的整體總樓面面積(但為免存疑，不包括沒有納入本批地文件的特別條件第(12)條(c)、(d)及(d)(ii)款規定的各個整體總樓面面積的計算之所有樓面面積(該住宅公用地方下稱「地盤B住宅公用地方」))，須按下列公式分攤給地盤B住宅單位：

地盤B住宅公用地方的整
體總樓面面積

x

根據本特別條件的(a)(ii)(I)款計算所有地盤B
住宅單位的整體總樓面面積

根據本特別條件的(a)(ii)(I)款計算的每個地盤B
住宅單位的總樓面面積

(iii) 須在地盤B內提供額外車位以供停泊《道路交通條例》之下獲發牌的汽車(根據本(a)(iii)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)下稱「地盤B訪客車位」)，以達至運輸署署長滿意程度。該等車位的數目須根據地盤B內已建或擬建的任何一座地盤B住宅單位大廈內提供的地盤B住宅單位之數目對照下表所列比率進行計算：

每座大廈的地盤B住宅單位數目	每座大廈的地盤B訪客車位數目
30或以下	1
31至45	2
46至60	3
61至75	4
75以上	5

(iv) 地盤B住宅車位及地盤B訪客車位不得用於本特別條件的(a)(i)及(a)(iii)款分別訂明的用途以外的任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供汽車清潔及美化服務。

(b) (i) 須按以下比率在地盤B內提供用作停泊《道路交通條例》之下獲發牌的汽車之車位，以達至運輸署署長滿意程度：

(I) 為在地盤B上已建或擬建作非工業(不包括住宅、貨倉、酒店、辦公室、加油站、交通交匯處(定義見本批地文件的特別條件第(42)(a)條)及本批地文件的特別條件第(43)條所指的幼稚園／幼兒園)用途的一幢或多幢建築物或其一個或多個部分的首2,000平方米當中每40平方米或其部分提供一個車位，以及為用於該等用途的其餘總樓面面積當中每150平方米或其部分提供一個車位(根據本(b)(i)(I)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)下稱「地盤B非工業車位」)；

(II) 為根據本批地文件的特別條件第(43)條在地盤B上已建或擬建的幼稚園／幼兒園當中每2.5個課室或其部分提供一個車位；及

(III) 為根據本批地文件的特別條件第(16)(a)(ii)條在地盤B上已建或擬建的地盤B設施提供20個車位。

(ii) 為計算根據本特別條件的(b)(i)(I)款須提供的地盤B非工業車位數目之目的，用作停泊及上落貨用途的任何樓面面積不包括在內。

(iii) 根據本特別條件的(b)(i)(I)、(b)(i)(II)及(b)(i)(III)款提供的車位不得用作停泊《道路交通條例》之下獲發牌的汽車以外的任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供汽車清潔及美化服務。

(c) (i) 承批人須在地盤B住宅車位、地盤B訪客車位、地盤B非工業車位和根據本特別條件的(b)(i)(II)及(b)(i)(III)款提供的車位當中，保留和指定建築事務監督要求及批准以供傷殘人士用作停泊汽車的車位之數目(如此保留和指定的車位下稱「地盤B傷殘人士車位」)。

(ii) 地盤B傷殘人士車位不得用作停泊《道路交通條例》之下獲發牌的汽車以外的任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供汽車清潔及美化服務。

(d) (i) 須按以下比率在地盤B內提供用作停泊《道路交通條例》之下獲發牌的電單車之車位，以達至運輸署署長滿意程度：

(I) 為每100個地盤B住宅單位或其部分提供一個車位(根據本(d)(i)(I)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)下稱「地盤B住宅電單車車位」)；及

(II) 地盤B非工業車位總數的10%(根據本(d)(i)(II)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)下稱「地盤B非工業電單車車位」)。

倘若須提供的地盤B非工業電單車車位數目為帶有小數的數字，則須將之向上調整至下一個整數。

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- (ii) 地盤B住宅電單車車位及地盤B非工業電單車車位不得用於本特別條件的(d)(i)(I)及(d)(i)(II)款分別訂明的用途以外的任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供汽車清潔及美化服務。
- (e) 須在地盤B內提供用作停泊單車之車位，以達至運輸署署長滿意程度，提供比率為按總樓面面積計每一地盤B住宅單位的大小屬70平方米以下的每8個地盤B住宅單位或其部分提供一個車位。根據本(e)款提供的車位不得用作停泊單車以外的任何其他用途。
- (f) (i) 除地盤B傷殘人士車位外，每一地盤B住宅車位、地盤B訪客車位及地盤B非工業車位的尺寸為2.5米闊，5.0米長，淨高最少2.4米。
- (ii) 每一地盤B傷殘人士車位須符合建築事務監督要求或批准的尺寸。
- (iii) 每一地盤B住宅電單車車位及地盤B非工業電單車車位的尺寸為1.0米闊，2.4米長，淨高最少2.4米。
- (iv) 根據本特別條件的(e)款提供的每一車位須符合運輸署署長書面批准的尺寸。」

20. 上落貨要求

批地文件特別條件第(31)條規定：

「(a) 承批人須在地盤A內提供以下車位，以達至運輸署署長滿意程度：

- (i) 按以下比率提供的貨車上落貨車位：
 - (I) 每800個地盤A住宅單位或其部分設一個車位，但最少須就每座地盤A住宅單位大廈提供一個上落貨車位，該個上落貨車位須毗連於每座地盤A住宅單位大廈或位於每座地盤A住宅單位大廈之內；
 - (II) 為在地盤A上已建或擬建作非工業(不包括住宅、貨倉、酒店、辦公室、加油站、交通交匯處(定義見本批地文件的特別條件第(42)(a)條)及本批地文件的特別條件第(43)條所指的幼稚園／幼兒園)用途的一幢或多幢建築物或其一個或多個部分的每800平方米或其部分提供一個車位；及
 - (III) 地盤A設施設兩個車位；；
- (ii) 尺寸為2.5米闊，5.0米長，淨高最少2.4米的一個停車處，以供根據本批地文件的特別條件第(43)條已建或擬建的幼稚園／幼兒園的每0.56個課室或其部分用於的士及私家車上落客之用；及
- (iii) 每個尺寸為3.5米闊，12.0米長，淨高最少3.8米的最少兩個停車處，以供根據本批地文件的特別條件第(43)條已建或擬建的幼稚園／幼兒園用於學校巴士上落客之用。

(b) 承批人須在地盤B內提供以下車位，以達至運輸署署長滿意程度：

- (i) 按以下比率提供的貨車上落貨車位：
 - (I) 每800個地盤B住宅單位或其部分設一個車位，但最少須就每座地盤B住宅單位大廈提供一個上落貨車位，該個上落貨車位須毗連於每座地盤B住宅單位大廈或位於每座地盤B住宅單位大廈之內；
 - (II) 為在地盤B上已建或擬建作非工業(不包括住宅、貨倉、酒店、辦公室、加油站、交通交匯處(定義見本批地文件的特別條件第(42)(a)條)及本批地文件的特別條件第(43)條所指的幼稚園／幼兒園)用途的一幢或多幢建築物或其一個或多個部分的每800平方米或其部分提供一個車位；及
 - (III) 地盤B設施設一個車位；
- (ii) 尺寸為2.5米闊，5.0米長，淨高最少2.4米的一個停車處，以供根據本批地文件的特別條件第(43)條已建或擬建的幼稚園／幼兒園的每0.56個課室或其部分用於的士及私家車上落客之用；及
- (iii) 每個尺寸為3.5米闊，12.0米長，淨高最少3.8米的最少兩個停車處，以供根據本批地文件的特別條件第(43)條已建或擬建的幼稚園／幼兒園用於學校巴士上落客之用。

- (c) 根據本特別條件的(a)(i)(I)、(a)(i)(III)、(b)(i)(I)及(b)(i)(III)款提供的每一車位(各自可按本批地文件的特別條件第(32)條予以修改)，尺寸須為3.5米闊，11.0米長，淨高最少4.7米。該等車位不得用於與該等條款提述的一幢或多幢建築物有關的貨車上落貨以外的任何其他用途。
- (d) 根據本特別條件的(a)(i)(II)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)總數，當中65%的車位須提供予輕型貨車上落貨之用，其餘車位須提供予重型貨車上落貨之用。如根據本(d)款提供用作輕型貨車上落貨的車位(可按本批地文件的特別條件第(32)條予以修改)數目並非整數，署長可按其絕對酌情權將該數目向上或向下調整至一個整數。根據本(d)款提供用作輕型貨車上落貨的每一車位(可

按本批地文件的特別條件第(32)條予以修改)的尺寸須為3.5米闊，7.0米長，淨高最少3.6米，而根據本(d)款提供用作重型貨車上落貨的每一車位(可按本批地文件的特別條件第(32)條予以修改)的尺寸須為3.5米闊，11.0米長，淨高最少4.7米。

- (e) 根據本特別條件的(b)(i)(II)款提供的車位(可按本批地文件的特別條件第(32)條予以修改)總數，當中65%的車位須提供予輕型貨車上落貨之用，其餘車位須提供予重型貨車上落貨之用。如根據本(e)款提供用作輕型貨車上落貨的車位(可按本批地文件的特別條件第(32)條予以修改)數目並非整數，署長可按其絕對酌情權將該數目向上或向下調整至一個整數。根據本(e)款提供用作輕型貨車上落貨的每一車位(可按本批地文件的特別條件第(32)條予以修改)的尺寸須為3.5米闊，7.0米長，淨高最少3.6米，而根據本(e)款提供用作重型貨車上落貨的每一車位(可按本批地文件的特別條件第(32)條予以修改)的尺寸須為3.5米闊，11.0米長，淨高最少4.7米。
- (f) 為計算根據本特別條件的(a)(i)(II)及(b)(i)(II)款須提供的車位(各自可按本批地文件的特別條件第(32)條予以修改)數目之目的，用作停泊及上落貨用途的任何樓面面積不包括在內。就本特別條件而言，「貨車」、「輕型貨車」、「重型貨車」、「的士」及「私家車」分別按照《道路交通條例》中的定義。
- (g) 根據本特別條件的(a)、(b)、(d)及(e)款提供的車位(各自可按本批地文件的特別條件第(32)條予以修改)不得用於該等條款分別訂明的用途以外的任何其他用途，尤其是所述車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供汽車清潔及美化服務。」

21. 提供交通交匯處

批地文件特別條件第(42)條規定：

- 「(a) 除本特別條件的第(29)、(30)及(31)條指明的要求外，承批人還須自費在地盤A及地盤B各自興建、建造及提供運輸設施，包括但不限於的士停車處、小巴士站、巴士站及配套設施，連同斜道、配件、固定附着物、照明裝置及任何其他附屬服務與安裝件，其標準、水平、位置及設計符合署長的批准，在各方面達至署長滿意程度，而且在地盤A內的整體總樓面面積不超過4,500平方米，在地盤B內的整體總樓面面積不超過4,500平方米，須於2030年6月30日或之前建成並使其適合運作(以下合稱「交通交匯處」)。
- (b) 在根據本批地文件同意批授的整個年期内，承批人須以在各方面達至署長滿意程度之方式，自費維修保養、管理及運作交通交匯處。
- (c) 承批人須遵循和遵守運輸署署長隨時及不時就交通交匯處的使用、管理、運作及維修保養而作出或施加的規則及規例、指示或要求，包括但不限於使用交通交匯處的汽車類型和數目，以及交通交匯處提供的運輸服務路線和工具。
- (d) 交通交匯處不得用於本特別條件的(a)款所述的交通交匯處用途以外的任何其他用途。地盤A內的交通交匯處的一個或多個部分須被指定為地盤A分段的公用地方並構成其一部分。地盤B內的交通交匯處的一個或多個部分須被指定為地盤B分段的公用地方並構成其一部分。」

22. 幼稚園／幼兒園

批地文件特別條件第(43)條規定：

「承批人須自費分別在地盤A及地盤B各自提供一所幼稚園／幼兒園，每所須容納不少於6個課室或署長批准的其他數目的課室，連同教育局局長要求的其他配套設施。為免存疑，為計算本批地文件的特別條件第(12)(c)、(12)(e)、(12)(e)(i)及(12)(e)(ii)條規定的各個整體總樓面面積之目的，須將幼稚園／幼兒園納入計算之內。」

23. 地錨的維修保養

批地文件特別條件第(48)條規定：

「如果在開發或重新發展該地段或其任何部分時已安裝預應力地錨，承批人須在預應力地錨的使用年限內自費對預應力地錨進行定期維修保養及定期監察，以達至署長滿意程度，並在署長不時按其絕對酌情權要求時提供所有上述監察工程的報告和資料給署長。如果承批人忽視或未能進行所需的監察工程，署長可立即執行與進行上述監察工程，而承批人須按要求補償政府因此產生的費用。」

SUMMARY OF LAND GRANT

批地文件的摘要

24. 建造排水渠及渠道

批地文件特別條件第(51)條規定：

- 「(a) 承批人須自費建造及維修保養署長認為必要的排水渠及渠道，不論是在該地段邊界內或在政府土地上，以達至署長滿意程度，從而將所有落在或流到該地段的暴雨或雨水攔截和引導至最近的河道、集水井、渠道或政府雨水渠。對於上述暴雨或雨水造成的任何損害或滋擾而直接或間接產生、與之有關或附帶的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須獨自負責及向政府作出彌償，並使政府獲得彌償。
- (b) 將任何排水渠及污水渠從該地段接駁至已敷設和啟用的政府雨水渠及污水渠之工程可由署長進行，署長無須就任何因此產生的損失或損害對承批人負責，而承批人須按要求向政府支付上述接駁工程的費用。另一方法是上述接駁工程可由承批人自費進行達至署長滿意程度，而在此情況下，上述接駁工程的任何一段若在政府土地內建造，須由承批人自費維修保養，直至承批人按要求將之交由政府接管，由政府出資負責日後的維修保養，而承批人須按要求向政府支付有關上述接駁工程的技術審核之費用。若承批人沒有維修保養上述在政府土地內建造的接駁工程的任何一段，署長可進行其認為必要的維修保養工程，而承批人須按要求向政府支付上述工程的費用。
- (c) 承批人可自費並在各方面達至屋宇署署長滿意程度的情況下在政府土地(包括綠色區域)上提供及建造(i)一個符合建築事務監督於2022年5月13日批核的「私人使用及維修保養的污水渠工程 – 污水渠佈置圖」(圖幅編號60547289/1983C)或建築事務監督批核的其他圖則的私人污水渠系統(該私人污水渠系統下稱「私人污水渠」)，及(ii)將所有與使用該地段有關而產生的髒水或污水攔截和引導至政府污水渠的相關設施。就本特別條件而言，署長就甚麼構成「相關設施」而作出的決定乃最終決定並對承批人具有約束力。
- (d) 在根據本批地文件同意批授的整個年期內，而且儘管綠色區域的管有權已按照本批地文件的特別條件第(6)(a)條交回予政府，承批人須自費維修保養及修理私人污水渠及相關設施，使其處於良好和修繕妥當的狀況，在各方面達至署長滿意程度。
- (e) 倘若出現緊急情況或承批人沒有按照本特別條件的(d)款維修保養或修理私人污水渠及相關設施或其任何一個或多個部分，政府可進行其認為必要的維修保養或修理工程及任何其他工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於該等費用的金額，該金額由署長決定，其決定乃最終決定並對承批人具有約束力。
- (f) (i) 承批人須按署長的要求並在署長規定的時限內，自費以署長批准的方式、水平及位置、物料、標準、規格及設計，將私人污水渠及相關設施或其任何一個或多個部分改道，並就該項改道或與之有關而鋪設、塑造、提供及建造署長按其單獨酌情權要求的污水渠、排水渠、暗渠、有蓋沙井、出入通道及其他構築物(以下合稱「新污水渠」)，在各方面達至署長滿意程度，且承批人其後須自費維修保養及修理新污水渠，使其處於良好和修繕妥當的狀況，在各方面達至署長滿意程度。
- (ii) 倘若本特別條件的(f)(i)款下的任何承批人責任沒有在署長規定的時限內予以履行，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於該等費用的金額，該金額由署長決定，其決定乃最終決定並對承批人具有約束力。
- (g) 在無損於本批地文件的特別條件第(8)(a)(i)條之同時，承批人須在其管有綠色區域的一切合理時間，准許政府、署長、其人員、承判商、代理人、工人及署長授權的任何其他人士有權自由及不受限制地免費進出往返與通過綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照本特別條件的(c)及(d)款進行的任何工程，以及進行、視察、檢查及監督本特別條件的(e)款下的工程及署長認為在綠色區域內乃屬必要的任何其他工程。
- (h) 對於根據本特別條件的(c)款進行提供及建造工程、本特別條件下的任何承批人責任之履行或沒有履行，或政府、署長、其人員、承判商、代理人、工人或署長授權的任何其他人士行使本特別條件的(e)、(f)(ii)及(g)款賦予的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (i) 對於根據本特別條件的(c)款進行提供及建造工程、本特別條件下的任何承批人責任之履行或沒有履行，或政府、署長、其人員、承判商、代理人、工人或署長授權的任何其他人士行使本特別條件的

(e)、(f)(ii)及(g)款賦予的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

25. 食水供應的自動讀錶

批地文件特別條件第(52)條規定：

- 「(a) 在2030年6月30日或署長批准的其他日期或該日之前，承批人須自費在該地段或其一個或多個部分或在其上已建或擬建的任何一幢或多幢建築物之內，按照本特別條件的(b)款所述的核准自動讀錶外站建議書和按照《水務設施條例》，提供及安裝一個或多個外站連同水務監督按其單獨酌情權要求的設施及相關設備以供食水供應自動讀錶之用(該一個或多個外站連同上述設施及相關設備以下合稱「自動讀錶外站」)，在各方面達至水務監督滿意程度。
- (b) 承批人須自費向水務總監提交或促使他人向水務監督提交關於提供及安裝自動讀錶外站的建議書(下稱「自動讀錶外站建議書」)，在各方面達至水務總監滿意程度，以待水務監督書面批核，當中須含有水務監督按其單獨酌情權要求的資料和詳情，包括但不限於：
- (i) 一份顯示自動讀錶外站位置的佈局圖；
- (ii) 為建造自動讀錶外站所需的設計、佈局及設備的詳情；及
- (iii) 被指定或將會被指定用作容納自動讀錶外站及方便對自動讀錶外站進行視察及維修保養而提供的範圍或空間之詳情。
- (c) 在自動讀錶外站建議書已按本特別條件的(b)款獲水務監督書面核准之前，不得在該地段上展開提供或安裝自動讀錶外站的工程。按照本特別條件的(b)款下核准的自動讀錶外站建議書而安裝的自動讀錶外站，下稱「核准自動讀錶外站」。
- (d) 承批人須自費運作、維修保養及修理核准自動讀錶外站，使其處於良好和修繕妥當的狀況，在各方面達至水務監督滿意程度，直至核准自動讀錶外站已按本特別條件的(g)款交付給水務監督時止。
- (e) 在容納核准自動讀錶外站及方便視察及維修保養核准自動讀錶外站而設的範圍或空間之上、上方、上面、之下、下面或之內，不得豎立或放置任何可能妨礙或干擾對核准自動讀錶外站進行視察、檢查、運作、維修保養、修理、更新、拆卸、移除、更換及重新提供的構築物、物件或物料(不論性質為何)。倘若水務監督認為(其意見乃最終意見並對承批人具有約束力)，在容納核准自動讀錶外站及方便對其進行視察及維修保養而設的範圍或空間之上、上方、上面、之下、下面或之內，豎立或放置了有可能妨礙或干擾對核准自動讀錶外站進行視察、檢查、運作、維修保養、修理、更新、拆卸、移除、更換及重新提供的構築物、物件或物料，水務監督有權以書面通知的方式要求承批人自費在通知書指明的限期內拆卸或移除該等構築物、物件或物料，並恢復為了容納核准自動讀錶外站及方便對其進行視察及維修保養而設的範圍或空間，在各方面達至水務監督滿意程度。
- (f) 倘若本特別條件的(a)、(d)及(e)款下的任何承批人責任沒有被履行，水務監督可進行必要的工程，費用由承批人承擔，承批人須按要求向水務監督支付一筆相等於該等費用的金額，該金額由水務監督決定，其決定乃最終決定並對承批人具有約束力。
- (g) 核准自動讀錶外站或按需要其中任何一個須按要求於水務監督以書面方式指明的日期交付予水務監督，而在任何情況下，如署長發出函件表示此等條件已獲得遵循並達至其滿意程度，則於函件日期當作已由承批人交付予水務監督。
- (h) 在根據本批地文件同意批授的整個年期內的一切時候，承批人須准許水務監督、其人員、承判商、代理人、其工人及水務監督授權的任何人士有權自由及不受限制地免費進出往返與通過該地段或其任何部分或其上已建或擬建的任何一幢或多幢建築物，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在：
- (i) 視察、檢查及監督承批人在本特別條件的(a)、(d)及(e)款下須進行的任何工程；
- (ii) 進行本特別條件的(f)款下的任何工程；及
- (iii) 對已按本特別條件的(g)款交付給水務監督的核准自動讀錶外站或任何該等核准自動讀錶外站，以及對水務監督認為必要的任何其他工程，進行視察、檢查、運作、維修保養、修理、更新、拆卸、移除、更換及重新提供。

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- (i) 對於本特別條件的(a)、(d)及(e)款下的任何承批人責任之履行或沒有履行，或本特別條件的(f)及(h)款下的任何權利之行使或沒有行使，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府、水務監督、其人員、承判商、代理人、其工人及水務監督授權的任何人士無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向他們當中任何一方提出任何索償。
- (j) 對於本特別條件的(a)、(d)及(e)款下的任何承批人責任之履行或沒有履行，或本特別條件的(f)及(h)款下的任何權利之行使，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府、水務監督、其人員、承判商、代理人、其工人及水務監督授權的任何人士作出彌償，並使他們獲得彌償。」

26. 天然地形

批地文件特別條件第(53)條規定：

- 「(a) 承批人特此確認及接受，該地段可能受到源於該地段內的範圍及附於本批地文件的圖則I上以綠色虛線為界顯示以資識別的在該地段外的範圍(下稱「綠虛線劃界範圍」)因天然地形的本質而導致的山泥傾瀉及巨石墜落風險的影響。
- (b) (i) 為了考察天然地形的山泥傾瀉及巨石墜落風險，承批人須自費在該地段及綠虛線劃界範圍內進行及完成岩土工程勘察(下稱「該勘察」)，在各方面達至署長滿意程度。
- (ii) 該勘察的結果須包括但不限於一份建議書，說明進行、完成及維修保養一切必要的緩解及穩定工程及相關工程，包括為日後維修保養已完成的緩解及穩定工程及相關工程而提供通道的工程(該通道下稱「維修通道」)，該等工程將會在該地段內及在綠虛線劃界範圍上建造，在各方面達至署長滿意程度(經署長核准的該建議書下稱「核准緩解建議書」)，以保障任何在該地段上已建或擬建的一幢或多幢建築物和一個或多個構築物及其內的住戶、佔用人及他們的真正客人、訪客和獲邀人士，免受源於該地段或綠虛線劃界範圍的山泥傾瀉及巨石墜落風險所影響。為日後維修保養已完成的緩解及穩定工程及相關工程而提出的任何在該地段及綠虛線劃界範圍外的通道，須經署長另外以書面方式作出事先批准，及如獲批准，將構成維修通道的一部分，而經署長核准的提供該通道的工程建議須構成核准緩解建議書的一部分。
- (c) 在2030年6月30日或署長批准的其他日期或該日之前，承批人須自費按照核准緩解建議書進行及完成署長按其絕對酌情權批准或要求的在該地段內的緩解及穩定工程及相關工程，包括維修通道的工程(以下合稱「內圍工程」)，以及在綠虛線劃界範圍或任何其他政府土地上的緩解及穩定工程及相關工程，包括維修通道的工程(以下合稱「外圍工程」)，在各方面達至署長滿意程度。在該勘察中被識別為受山泥傾瀉及巨石墜落風險影響的地盤A分段、地盤B分段、在地盤A分段或地盤B分段上已建或擬建的一幢或多幢建築物和一個或多個構築物，於涉及地盤A分段或(視屬何情況而定)地盤B分段的內圍工程及外圍工程完成之前，不得由任何住戶或佔用人及他們的真正客人、訪客和獲邀人士佔用。
- (d) 為免存疑，除本特別條件的(f)款另有規定外，承批人於完成該勘察及外圍工程在各方面達至署長滿意程度後，無須在綠虛線劃界範圍或其他政府土地上進行進一步的岩土工程勘察、緩解及穩定工程及相關工程。
- (e) 倘若在核准緩解建議書下需要涉及地盤A分段或地盤B分段的內圍工程及／或外圍工程，承批人須自費在土地註冊處就地盤A分段或(視屬何情況而定)地盤B分段註冊一份或多份經署長核准的圖則，註明內圍工程及外圍工程的位置、性質及範圍，以及承批人可能要求或被要求進行維修工程的地盤A分段或(視屬何情況而定)地盤B分段範圍及政府土地範圍的位置及程度，包括根據本特別條件的(f)款承批人可能要求或被署長要求進行清理山泥傾瀉碎石或巨石的地盤A分段或(視屬何情況而定)地盤B分段範圍及政府土地範圍(該一個或多個圖則下稱「天然地形風險緩解及穩定工程圖則」)。進行或將要進行內圍工程的地盤A分段或(視屬何情況而定)地盤B分段範圍或樓面空間須被指定為地盤A分段或(視屬何情況而定)地盤B分段的公用地方並構成其一部分。在就地盤A分段或(視屬何情況而定)地盤B分段辦理上述天然地形風險緩解及穩定工程圖則的註冊之前，不得進行任何影響地盤A分段或(視屬何情況而定)地盤B分段或其任何部分或在地盤A分段或(視屬何情況而定)地盤B分段上已建或擬建的任何建築物或任何建築物之部分的交易(惟以下交易除外：地盤A分段建築按揭、地盤B分段建築按揭、根據本批地文

件的特別條件第(26)條規定分割出地盤A分段及地盤B分段、根據本批地文件的特別條件第(28)條進行該地段整體轉讓，或署長批准的其他交易)。

- (f) (i) 在根據本批地文件同意批授的年期内的一切時候，承批人須自費維修保養內圍工程及外圍工程，使其處於良好和修繕妥當的狀況，在各方面達至署長滿意程度，以確保內圍工程及外圍工程持續發揮其設計功能。維修保養工程須包括但不限於清理墜落於內圍工程或外圍工程或天然地形風險緩解及穩定工程圖則上顯示的地盤A分段或(視屬何情況而定)地盤B分段範圍或政府土地範圍的山泥傾瀉碎石或巨石。
- (ii) 除了政府就本批地文件規定的維修保養內圍工程及外圍工程的承批人責任被違反而針對承批人享有的任何權利或補救措施外，署長還有權以書面通知方式要求承批人在署長按其絕對酌情權認為適當的期限內，對內圍工程及外圍工程進行署長按其絕對酌情權認為適當的維修保養工程。如承批人在上述通知指明的期限內忽略或未能遵循該通知以在各方面達至署長滿意程度，則署長可立刻執行及進行所需的維修保養工程，承批人須按要求向政府償付該等維修工程的費用，包括署長或其正式授權的人員釐定的監督及經常性開支，其決定乃最終決定並對承批人具有約束力。
- (g) 僅為了進行該勘察和進行、完成、視察及維修保養內圍工程及外圍工程，承批人有權進出往返綠虛線劃界範圍及其可能要求或被要求進行維修保養工程的其他政府土地，包括清理墜落於內圍工程或外圍工程或天然地形風險緩解及穩定工程圖則上顯示的地盤A分段或(視屬何情況而定)地盤B分段範圍或政府土地範圍的山泥傾瀉碎石或巨石，惟須受制於署長按其單獨酌情權施加的條款及條件。
- (h) 若因進行該勘察或進行、視察、檢查、監督及維修保養內圍工程或外圍工程而導致或引起任何對綠虛線劃界範圍或任何其他政府土地造成損害，承批人須於署長按其絕對酌情權決定的時限內自費修復該等損害，在各方面達至署長滿意程度。如本(h)款下的承批人責任沒有在上述時限內被履行，則署長可立刻執行及進行所需的工程，承批人須按要求向政府償付該等工程的費用，包括署長或其正式授權的人員釐定的監督及經常性開支，其決定乃最終決定並對承批人具有約束力。
- (i) 承批人須在一切時候准許署長、其人員、承判商和代理人及署長授權的任何其他人士有權免費進出往返與通過該地段或其部分或其上已建或擬建的任何建築物，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督承批人在本特別條件的(b)、(c)、(f)及(h)款下須進行的任何工程，以及進行、視察、檢查及監督本特別條件的(f)(ii)及(h)款下的工程或署長認為必要的任何其他工程；
- (j) 對於本特別條件的(b)、(c)、(f)及(h)款下的任何承批人責任之履行或沒有履行，或本特別條件的(g)款下的承批人權利之行使，或政府行使或沒有行使本特別條件的(f)(ii)、(h)及(i)款下的任何權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (k) 對於承批人按照本特別條件的條款正在或已經進行的任何工程，或承批人在進行該勘察時或在設計、建造及維修保養內圍工程或外圍工程中的任何遺漏、疏忽或失責，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，包括但不限於任何財產損害或損失、生命損失及人身傷害，承批人須向政府作出彌償，並使政府獲得彌償。
- (l) 儘管有本特別條件的(b)、(c)、(f)、(g)及(h)款，但當政府向承批人發出通知，說明承批人在本特別條件下對綠虛線劃界範圍及任何其他政府土地或其任何部分的責任和權利完全終止後，該等責任和權利即行完全終止，承批人不得因該終止而蒙受的任何損失、損害或干擾或招致的任何開支向政府提出任何索償。然而，有關終止不影響政府就承批人任何先前違反、不履行或不遵守本特別條件的(b)、(c)、(f)、(g)及(h)款而政府享有的任何權利或補救措施。」

F. 對買方造成負擔的租用條件

27. 向政府作出彌償

批地文件一般條件第4條規定：

「對於違反此等條件所產生、與之有關或附帶的不論何種及如何產生的或地政總署署長認為(下稱「署長」，其意見為最終意見並對承批人具有約束力)因該地段的任何使用，或該地段或其任何部分的開發或重建或該地段進行的任何活動或承批人在該地段進行的任何其他工程(不論該等使用、開發或重建、活動或工程是否

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符合或違反此等條件)而對毗連或毗鄰土地或該地段造成的損壞或土壤和地下水污染所產生的一切訴訟、法律程序、責任、要求、費用、開支、損失(不論是財務或其他方面)及索償，承批人特此向政府作出彌償，並使政府獲得彌償。」

28. 就現有建築物和構築物向政府作出彌償

批地文件特別條件第(2)條規定：

「承批人確認於本協議之日期該地段之內存在若干建築物和構築物。對於該等建築物和構築物的存在及使用或其他方面，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。對於該等建築物和構築物的存在及使用，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

29. 樹木保留

批地文件特別條件第(17)條規定：

「未經署長事先書面同意，不得移走或干擾在該地段或毗鄰地段種植的樹木。署長在給予同意時可以對移植、補償園景工程或重植施加其視為合適的條件。」

30. 地盤B住宅車位及地盤B住宅電單車車位的讓與限制

批地文件特別條件第(36)條規定：

「(a) 在根據本批地文件同意批授的整個年期内，無論是在各方面達至署長滿意程度下符合此等條件之前或之後，不得將地盤B住宅車位及地盤B住宅電單車車位轉讓，除非：

- (i) 連同賦予一個或多個地盤B住宅單位專用權及管有權的地盤B分段的不分割份數轉讓；或
- (ii) 轉讓予已經是地盤B分段的不分割份數(賦予一個或多個地盤B住宅單位專用權及管有權)擁有人的人士，

但在任何情況下不得轉讓合共多於三個地盤B住宅車位及地盤B住宅電單車車位予任何一個地盤B住宅單位的業主。

(b) 儘管本特別條件的(a)款有任何規定，若取得署長事先書面同意，承批人可以將所有地盤B住宅車位和地盤B住宅電單車車位整體轉讓，但只可轉讓給承批人全資擁有的附屬公司。

(c) 本特別條件的(a)款不適用於該地段的整體轉讓或地盤B分段的整體轉讓。

(d) 本特別條件的(a)及(b)款不適用於地盤B傷殘人士車位。」

31. 地盤B其他車位的讓與限制

批地文件特別條件第(38)條規定：

「(a) 在根據本批地文件同意批授的整個年期内，無論是在各方面達至署長滿意程度下符合此等條件之前或之後，不得將地盤B非工業車位及地盤B非工業電單車車位轉讓，除非：

- (i) 連同賦予在地盤B上已建或擬建作非工業(不包括住宅、貨倉、酒店、辦公室、加油站、交通交匯處(定義見本批地文件的特別條件第(42)(a)條)及本批地文件的特別條件第(43)條所指的幼稚園／幼兒園)用途的一幢或多幢建築物的一個或多個單位專用權及管有權的地盤B分段的不分割份數轉讓；或
- (ii) 轉讓予已經是地盤B分段的不分割份數(賦予在地盤B上已建或擬建作非工業(不包括住宅、貨倉、酒店、辦公室、加油站、交通交匯處(定義見本批地文件的特別條件第(42)(a)條)及本批地文件的特別條件第(43)條所指的幼稚園／幼兒園)用途的一幢或多幢建築物的一個或多個單位專用權及管有權))擁有人的人士。

- (b) 儘管本特別條件的(a)款有任何規定，若取得署長事先書面同意，承批人可以將所有地盤B非工業車位和地盤B非工業電單車車位整體轉讓，但只可轉讓給承批人全資擁有的附屬公司。
- (c) 在根據本批地文件同意批授的整個年期内，無論是在各方面達至署長滿意程度下符合此等條件之前或之後，不得將根據本批地文件的特別條件第(30)(b)(i)(II)條提供的車位轉讓，除非：
 - (i) 連同賦予在地盤B上已提供或擬提供的本批地文件的特別條件第(43)條所指的幼稚園／幼兒園專用權及管有權的地盤B分段的不分割份數轉讓；或
 - (ii) 轉讓予已經是地盤B分段的不分割份數(賦予本批地文件的特別條件第(43)條所指的幼稚園／幼兒園專用權及管有權)擁有人的人士。
- (d) 本特別條件的(a)及(c)款不適用於該地段的整體轉讓或地盤B分段的整體轉讓。
- (e) 本特別條件的(a)、(b)及(c)款不適用於地盤B傷殘人士車位。」

32. 後移

批地文件特別條件第(45)條規定：

「除非獲得署長事先書面同意，否則承批人不得分割、移除或後移毗連或毗鄰該地段的任何政府土地，或在任何政府土地上進行任何堆積、堆填或任何類型的斜坡處理工程。署長在給予同意時，可施加按其單獨酌情權決定為合適的條款及條件，包括以其釐定的地價批出額外的政府土地，作為該地段的延伸。」

33. 分割

批地文件特別條件第(46)條規定：

「(a) 如果任何土地存在或曾經被分割、移除或後移或堆積或堆填或進行任何類型的斜坡處理工程，不論是否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在或關乎構建、平整或開發該地段或其中任何部分或承批人須按此等條件進行的任何其他工程，或作任何其他用途，承批人須自費進行及建設該等斜坡處理工程、護土牆或其他支撐件、保護物、排水或輔助工程或今後或其後任何時候成為必要的其他工程，藉以保護及支撐該地段和任何毗連或毗鄰政府土地或已出租土地內的土地，以及避免與防止其後發生的任何塌方、山泥傾瀉或地陷。在根據本批地文件同意批授的年期内的一切時候，承批人須自費維修保養該土地、斜坡處理工程、護土牆或其他支撐件、保護物、排水或輔助工程或其他工程使其處於良好和修繕妥當的狀況，達至署長滿意程度。

(b) 本特別條件的(a)款的任何規定不得影響政府在此等條件之下的權利，尤其是本批地文件的特別條件第(45)條之下的權利。

(c) 倘若因為任何構建、平整、開發或承批人進行其他工程或任何其他原因而在任何時候引起任何塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗連或毗鄰政府土地或已出租土地，承批人須自費修葺使其恢復原狀，達至署長滿意程度，並對於上述塌方、山泥傾瀉或地陷所直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，向政府作出彌償，並使政府獲得彌償。

(d) 除了在任何此等條件被違反的情況下享有本批地文件提供的任何其他權利或補救措施外，署長有權發出書面通知要求承批人進行、建造及維修保養該土地、斜坡處理工程、護土牆或其他支撐件、保護物及排水或輔助工程或其他工程或對任何塌方、山泥傾瀉或地陷進行修葺使其恢復原狀。如果承批人忽視或未能在該通知指明的時期內遵循該通知的要求以達至署長滿意程度，署長可立即執行與進行任何必要工程，而承批人須按要求補償政府因此產生的費用連同任何行政費或專業費用及開支。」

34. 廢石方或瓦礫

批地文件特別條件第(49)條規定：

「(a) 倘若從該地段或受該地段任何開發影響的其他區域腐蝕、沖洗或棄置泥土、廢石方、瓦礫、建築廢料或建材(以下合稱「廢料」)到公共行人徑、道路或道路暗渠、前灘或海床、污水渠、雨水渠或大溝渠或其他政府產業(下稱「政府產業」)，承批人須自費從政府產業清理該等廢料並修復對政府產業造成的任何損壞。對於上述腐蝕、沖洗或棄置對私人產業造成任何損壞或滋擾，因而直接或間接產生、與之有

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關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。

- (b) 儘管本特別條件的(a)款有任何規定，署長可以(但沒有責任)應承批人的要求從政府產業清理該等廢料並修復對政府產業造成的任何損壞，而承批人須按要求向政府支付因此產生的費用。」

35. 損壞服務設施

批地文件特別條件第(50)條規定：

「承批人須在一切時候，特別是在進行建造、維修保養、更新或修理工程(下稱「該等工程」)期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，避免對該地段、綠色區域、綠虛線劃界範圍(定義見本批地文件的特別條件第(53)(a)條)或其中任何一個或多個部分之上、上方、之下或毗連的任何政府擁有或其他現有排水渠、水路、水道、總水管、道路、行人徑、街道設施、污水渠、大溝渠、管道、電纜、電線、公用事業服務或任何其他工程或安裝件(以下合稱「服務設施」)造成任何損壞、干擾或妨礙。承批人在進行任何該等工程之前須進行或促使他人進行適當的勘測及必要的了解，以確定任何服務設施的現況及水平，並提交處理或受該等工程影響的任何服務設施各方面的書面建議給署長以供其審批，但須在取得署長對該等工程及建議作出的書面批准後才可進行該等工程。承批人須遵循署長在作出上述批准時對服務設施所施加的任何要求並自行承擔為符合該等要求而支出的費用，包括任何必要改道、重鋪或恢復原狀的費用。承批人須就該等工程以任何方式對該地段、綠色區域、綠虛線劃界範圍(定義見本批地文件的特別條件第(53)(a)條)或其中任何一個或多個部分或任何服務設施造成的任何損壞、干擾或妨礙(大溝渠、污水渠、雨水渠或總水管須由署長負責修復，除非署長另作選擇，承批人須按要求向政府支付該等工程的費用)自費進行維修、修復及恢復原狀，在各方面達至署長滿意程度。如果承批人未能對該地段、綠色區域、綠虛線劃界範圍(定義見本批地文件的特別條件第(53)(a)條)或其中任何一個或多個部分或任何該等服務設施進行任何該等必要的改道、重鋪、維修、修復或恢復原狀工程，達至署長滿意程度，署長可進行其認為必要的任何該等改道、重鋪、維修、修復或恢復原狀工程，而承批人須應要求向政府支付該等工程的費用。」

36. 位於綠色區域內的現有總水管

批地文件特別條件第(54)條規定：

- (a) 承批人確認及接受綠色區域之上、上方、下方或毗連綠色區域的現有主食水管，包括但不限於在附於本批地文件的圖則I上以藍色線、藍色虛線及橙色線顯示的主食水管(下稱「政府總水管」)，除非事先獲得水務監督書面同意，否則不得進行任何須遷移政府總水管的發展項目。
- (b) 在任何地盤平整工程的詳情獲得水務監督書面批准前，不得在綠色區域展開任何地盤平整工程。就本特別條件而言，「地盤平整工程」乃按照《建築物條例》中的定義。
- (c) 不得在距離政府總水管中心線3米的範圍內建造任何構築物或儲存任何物料。
- (d) 不得在距離政府總水管中心線3米的範圍內種植根部穿透的樹木或灌木。未經水務監督事先同意，不得在上述範圍內改動現有地盤狀況。如果擬種植的樹木或灌木與政府總水管的淨距離為2.5米或更少，則可能須設置樹根護障，護障必須伸展至政府總水管的管道內底水平以下。就本特別條件而言，水務監督就甚麼構成「管道內底水平」、「中心線」及「淨距離」而作出的決定乃最終決定並對承批人具有約束力。
- (e) 不得在任何閘蓋周圍1.5米範圍內或任何龍頭出口1米距離內種植或擺放任何種類的阻礙物(鋪草除外)。
- (f) 如果水務監督認為可能會損害政府總水管，則禁止在該處種植樹木。
- (g) 水務監督的人員及他們授權的其他人士有權自由及不受限制地免費出入往返與通過綠色區域或該地段或其任何部分，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在進行綠色區域之內的政府總水管或任何建議的政府總水管的鋪設、視察、運作、維修保養、修理及更新工程。
- (h) 對於本特別條件的(a)、(b)、(c)、(d)、(e)及(f)款下的任何承批人責任之履行或沒有履行，或水務監督及其他獲授權人士行使本特別條件的(g)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

- (i) 對於本特別條件的(a)、(b)、(c)、(d)、(e)及(f)款下的任何承批人責任之履行或沒有履行，或水務監督及其他獲授權人士行使本特別條件的(g)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

37. 現有墳墓

批地文件特別條件第(55)條規定：

- (a) 未經署長事先批准，不得移走或干擾於本協議之日期在該地段、綠色區域或綠色虛線劃界範圍附近或之內的任何現有墳墓、金塔及類似物品(以下合稱「現有墳墓」)，而在根據本批地文件同意批授的整個年期内的一切合理時候，承批人須准許公眾行人沿署長滿意的路線透過該地段自由進出、越過及通過現有墳墓，藉以在現有墳墓進行拜祭。
- (b) 如果根據本特別條件的(a)款批准移走任何現有墳墓，承批人須負責自費清理和移走現有墳墓，在各方面達至署長滿意程度。
- (c) 對於現有墳墓的存在、本特別條件的(a)及(b)款下的任何承批人責任之履行或沒有履行，以及公眾行使或沒有行使本特別條件的(a)款下的通行權，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (d) 對於現有墳墓的存在、本特別條件的(a)及(b)款下的任何承批人責任之履行或沒有履行，以及公眾行使本特別條件的(a)款下的通行權，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償(包括「墓符」儀式)、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。
- (e) 除現有墳墓外，不得在該地段搭建或建造墳墓或骨灰龕，亦不得於該地段安葬或存放任何人類骸骨或動物骸骨，不論該骸骨是否存放在陶罐或骨灰甕內或以其他方式存放。」

38. 現有路徑及路軌的通行權

批地文件特別條件第(56)條規定：

- (a) 在根據本批地文件同意批授的整個年期内的一切合理時候，承批人須准許所有政府及公眾車輛及行人自由及無間斷地免費進入、穿過、通過或經過在附於本批地文件的圖則I上以粉紅色間紅色斜線顯示的地盤B部分之內的所有現有路徑及路軌(下稱「現有路徑及路軌」)。
- (b) 在根據本批地文件同意批授的整個年期内，承批人須自費管理及維修保養現有路徑及路軌使其處於良好和修繕妥當的狀況，在各方面達至署長滿意程度。
- (c) 儘管本批地文件的任何一般或特別條件有任何規定，未經署長及民政事務總署署長事先書面批准，不得對現有路徑和軌道作出任何性質的干擾。
- (d) 對於本特別條件的(a)、(b)及(c)款下的任何承批人責任之履行或沒有履行，或政府及公眾行使或沒有行使本特別條件的(a)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (e) 對於本特別條件的(a)、(b)及(c)款下的任何承批人責任之履行或沒有履行，或政府及公眾行使本特別條件的(a)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。
- (f) 現明確同意、聲明及規定，儘管承批人被施加本特別條件的(a)款所載的責任，承批人無意撥出而且政府亦無同意撥出現有路徑及路軌給公眾通行。
- (g) 現明確同意、聲明及規定，承批人不得基於其在本特別條件的(a)款所載的責任而預期或要求任何有關額外上蓋面積或地積比率的特許權或權利，不論是按照《建築物(規劃)規例》第22(1)條、其任何修訂條文或替代條文規定。」

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39. 毗鄰地段對地盤B的通行權

批地文件特別條件第(57)條規定：

- 「(a) 承批人須准許已於土地註冊處登記、目前名為及全部位於丈量約份第165約的第749、1122、1484號地段、第1435號地段C段餘段、第1434號地段A段第5小分段餘段、第1408號地段A.H.段及第1435號地段D段餘段的各片或各幅土地，以及署長不時指明的其他各片或各幅土地(以下合稱「毗鄰地段」)各自的業主、其租戶和真正訪客在一切時候免費及不中斷地徒步出入往返與通過地盤B，藉以進出其各自的毗鄰地段。
- (b) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，或毗鄰地段的業主、其租戶及真正訪客行使或沒有行使本特別條件的(a)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，署長無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (c) 對於本特別條件的(a)款下的任何承批人責任之履行或沒有履行，或毗鄰地段的業主、其租戶及真正訪客行使本特別條件的(a)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

40. 彌償

批地文件特別條件第(58)條規定：

- 「對於以下事項因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償：-
- (a) 該地段或其任何部分的批授及日後的發展；及
 - (b) 由於或可能由該地段或其任何部分的發展而對風水造成的任何損害或不利影響。」

註： 請查閱批地文件以了解全部詳情。批地文件全文可於售樓處開放時間內免費查覽，並且可於支付所需影印費用後取得批地文件的副本。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

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

1. Description
 - (a) The Green Areas as referred to in Special Condition No.(5)(a)(i)(I) of the Land Grant;
 - (b) The Pumping Stations as referred to in Special Condition No.(5)(a)(ii) of the Land Grant;
 - (c) The Refuse Collection Point as referred to in Special Condition No.(9)(g)(i)(I) of the Land Grant;
 - (d) The Public Toilet as referred to in Special Condition No.(9)(g)(i)(II) of the Land Grant; and
 - (e) The Transport Interchanges as referred to in Special Condition No.(42)(a) of the Land Grant.

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

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

1. Description
 - (a) The Green Areas;
 - (b) The Pumping Stations;
 - (c) The Refuse Collection Point;
 - (d) The Public Toilet; and
 - (e) The Transport Interchanges.
2. The general public has the right to use the facilities in accordance with the Land Grant.
3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase.
4. The owners of the residential properties in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

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

Not applicable.

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

Not applicable.

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

Please see the plans appended at the end of this section.

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

1. Formation of the Green Areas (time limit, manner and purpose)
Special Condition No.(5) of the Land Grant stipulates that:-
“(a) The Grantee shall:
 - (i) on or before the 31st day of March, 2026 or such later date or dates as may be approved by the Director, at the Grantee's 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, public parking areas, footpath and cycle path shown coloured green on PLAN I annexed hereto (hereinafter referred to as “the Green Areas”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads, parking spaces, noise barriers or such other structures as the Director at his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

- (ii) on or before the 31st day of March, 2026 or such later date or dates as may be approved by the Director, at the Grantee's 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 provide and construct two sewage pumping stations on the Green Areas or such other location or locations outside the Green Areas as required or approved by the Director (hereinafter referred to as “the Pumping Stations”);
 - (iii) on or before the 31st day of March, 2026 or such other later date or dates as may be approved by the Director, at the Grantee's own expense and to the satisfaction of the Director, surface, kerb and channel the Green Areas and provide the same with such plant, lights, signs, fences, gates, gullies, sewers, drains, nullahs, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require, and such other structures and services as the Director at his sole discretion may require for the operation of the Pumping Stations; and
 - (iv) maintain at the Grantee's own expense the Green Areas together with the Structures, the Pumping Stations and all structures, surfaces, lights, signs, fences, gates, gullies, sewers, drains, nullahs, 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)(a) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
 - (c) The Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-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.
 - (d) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights conferred on the Government under sub-clause (b) of this Special Condition.”

2. Possession of the Green Areas

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

- “(a) For the purpose only of carrying out the necessary works specified in Special Conditions Nos. (5), (9) and (51) hereof, the Grantee shall be deemed to have taken possession of the Green Areas on the date of this Agreement. The Green Areas or such part or parts thereof 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 or any part or parts thereof allow free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular, cycling and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Conditions Nos. (5), (9) and (51) hereof or otherwise.

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- (b) In the event that the Pumping Stations or any part or parts thereof has or have to be provided and constructed at such other location or locations outside the Green Areas, the Grantee shall be allowed to access to and enter such location or locations and the Pumping Stations or any part or parts thereof via such route or routes as the Director shall approve for the purpose of fulfilling the Grantee's obligations in respect of the Pumping Stations under Special Condition No. (5) hereof.”

3. Restriction on use of the Green Areas

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 Conditions Nos. (5), (9) and (51) hereof.”

4. Access to the Green Areas

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 or any part or parts thereof :

- (i) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) 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, the Director, the Director of Food and Environmental Hygiene, their respective officers, contractors, agents, workmen and any persons authorized by the Director or the Director of Food and Environmental Hygiene with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (9)(c), (9)(d), (9)(e), (9)(g)(i) and (9)(g)(ii) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (9)(h) hereof;
- (iii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) 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 neighbouring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas;
- (iv) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot and the Green Areas (or such part or parts thereof as the case may be) 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, repair, replacement and alteration of any other waterworks installations within the Green Areas and for the purpose of these Conditions, “the Water Authority” shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as “the Waterworks Ordinance”); and

- (v) without prejudice to the generality of Special Condition No. (6)(a) hereof, permit the lessee of all that piece or parcel of land now known and registered in the Land Registry as The Remaining Portion of Tai Po Town Lot No. 157 (hereinafter referred to as “TPTL 157 RP”), his agents, contractors and such other persons as may be authorized by the lessee of TPTL 157 RP the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Green Areas (or such part or parts thereof as the case may be) as the lessee of TPTL 157 RP, his agents, contractors and such other persons may require for vehicular, cycling and pedestrian traffic.

- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the exercise of the rights by the Government, the Director, the Director of Food and Environmental Hygiene and their respective officers, contractors, agents, workmen, the officers of the Water Authority and any persons or public utility companies authorized under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition, and the exercise of the rights by the lessee of TPTL 157 RP, his agents, contractors and such other persons as may be authorized by the lessee of TPTL 157 RP under sub-clause (a)(v) 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.
- (c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the exercise of the rights conferred on the Government, the Director, the Director of Food and Environmental Hygiene and the Water Authority or any of their officers, contractors, agents, workmen or any persons or public utility companies authorized under sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition or the exercise of the rights conferred on the lessee of TPTL 157 RP, his agents, contractors and such other persons as may be authorized by the lessee of TPTL 157 RP under sub-clause (a)(v) of this Special Condition.”

5. Reprovision of facilities on the Green Areas

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

- “(a) The Grantee acknowledges that as at the date of this Agreement there are in existence within the Green Areas a temporary latrine shown and marked “Temporary Latrine” on PLAN I annexed hereto (hereinafter referred to as “the Temporary Latrine”) and a temporary parking area shown and marked “Temporary Parking Area” on PLAN I annexed hereto (hereinafter referred to as “the Temporary Parking Area”).
- (b) The Grantee shall not interfere with the Temporary Parking Area without the prior written consent of the Commissioner for Transport (hereinafter referred to as “C for T”).
- (c) Prior to the completion and commencement of operation of the Public Toilet (as defined in sub-clause (g)(i)(II) of this Special Condition) in accordance with sub-clause (g)(i) of this Special Condition, the Grantee shall at his own expense maintain and manage the Temporary Latrine in all respects to the satisfaction of the Director of Food and Environmental Hygiene.
- (d) Prior to the completion and commencement of operation of the Refuse Collection Point (as defined in sub-clause (g)(i)(I) of this Special Condition) in accordance with sub-clause (g)(i) of this Special Condition, the Grantee shall at his own expense maintain the temporary refuse collection point shown and marked “Temporary RCP” on PLAN I annexed hereto (hereinafter referred to as “the Temporary RCP”) in all respects to the satisfaction of the Director of Food and Environmental Hygiene.
- (e) The Grantee shall, within one calendar month (or such other extended period or periods as may be approved by the Director) after the completion and commencement of operation of the Public Toilet (as defined in sub-clause (g)(i)(II) of this Special Condition) and the Refuse Collection Point (as defined in sub-clause (g)(i)(I) of this Special Condition) in accordance with sub-clause (g)(i) of this Special Condition, at the Grantee's own expense and in all respects to the satisfaction of the Director demolish the Temporary Latrine and the Temporary RCP.

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- (f) For the purposes of fulfilling the Grantee's obligations in respect of the Temporary RCP under sub-clauses (d) and (e) of this Special Condition, the Grantee shall be allowed to access to and enter the Temporary RCP via such route or routes as the Director shall approve.
- (g) (i) The Grantee shall on or before the 28th day of February, 2026 or such later date or dates as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director of Food and Environmental Hygiene, construct and commence to operate:-
- (I) one refuse collection point (hereinafter referred to as “the Refuse Collection Point”) and
- (II) one public toilet (hereinafter referred to as “the Public Toilet”) within the Green Areas at such locations to be determined by the Director of Food and Environmental Hygiene. The type, size, design, materials, height and disposition of the Refuse Collection Point and the Public Toilet shall be subject to the prior written approval of the Director of Food and Environmental Hygiene.
- (ii) The Grantee shall maintain at his own expense the Refuse Collection Point and the Public Toilet and everything forming part thereof or appertaining thereto in good and substantial repair and condition and in all respects to the satisfaction of the Director of Food and Environmental Hygiene until such time as possession of the Refuse Collection Point and the Public Toilet shall have been delivered to the Government in accordance with sub-clause (g)(iii) of this Special Condition.
- (iii) The Refuse Collection Point and the Public Toilet or any one of them shall be delivered to the Government on demand and in any event the Refuse Collection Point and the Public Toilet shall be deemed to have been 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.
- (h) In the event of the non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (d), (e), (g) (i) and (g)(ii) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.
- (i) The Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (d), (e), (g)(i) and (g)(ii) of this Special Condition or the exercise of the rights by the Government under sub-clause (h) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (b), (c), (d), (e), (g)(i) and (g)(ii) of this Special Condition or the exercise of the rights by the Government under sub-clause (h) of this Special Condition.”
6. Provision of the Transport Interchanges
- Special Condition No.(42) of the Land Grant stipulates that:-
- “(a) In addition to the requirements specified in Special Conditions Nos. (29), (30) and (31) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide on each of Site A and Site B transport facilities including but not limited to taxi lay-by, minibus bay, bus bays and ancillary facilities together with ramps, fittings, fixtures, lighting fittings and any other ancillary services and installations and to such standards, levels, positions and designs as the Director shall approve with a total gross floor area of not more than 4,500 square metres within Site A and a total gross floor area of not more than 4,500 square metres within Site B to be completed and made fit for operation on or before the 30th day of June, 2030 (hereinafter collectively referred to as “the Transport Interchanges”).

- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain, manage and operate in such manner the Transport Interchanges in all respects to the satisfaction of the Director.
- (c) The Grantee shall comply with and observe such rules and regulations, directions or requirement as the C for T may at any time and from time to time make or impose in respect of the use, management, operation and maintenance of the Transport Interchanges including but not limited to the type and number of motor vehicles using the Transport Interchanges and the routes and mode of transport services provided therein.
- (d) The Transport Interchanges shall not be used for any purpose other than the Transport Interchanges in accordance with sub-clause (a) of this Special Condition. The part or parts of the Transport Interchanges within Site A shall be designated as and shall form part of the Common Areas of the Site A Section. The part or parts of the Transport Interchanges within Site B shall be designated as and shall form part of the Common Areas of the Site B Section.”

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

1. Section 1.1 of the executed Principal Deed of Mutual Covenant and Management Agreement (“the DMC”) stipulates that:-
- “In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:-
- “Green Areas”**
- means the portions of future public roads, public parking areas, footpath and cycle path referred to as “the Green Areas” in Special Condition No. (5)(a)(i)(I) of the Government Grant and shown coloured green on PLAN I annexed thereto together with such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads, parking spaces, noise barriers or such other structures provided or to be provided therein referred to as “the Structures” in Special Condition No. (5)(a)(i)(II) of the Government Grant;
- “Public Toilet”**
- means the public toilet to be provided and constructed within the Green Areas referred to as “the Public Toilet” in Special Condition No. (9)(g)(i)(II) of the Government Grant;
- “Pumping Stations”**
- means the two sewage pumping stations to be provided and constructed on or outside the Green Areas referred to as “the Pumping Stations” in Special Condition No. (5)(a)(ii) of the Government Grant;
- “Refuse Collection Point”**
- means the refuse collection point to be provided and constructed within the Green Areas referred to as “the Refuse Collection Point” in Special Condition No. (9)(g)(i)(I) of the Government Grant;
- “Transport Interchange”**
- means the transport facilities including but not limited to taxi lay-by, minibus bay, bus bays and ancillary facilities together with ramps, fittings, fixtures, lighting fittings and any other ancillary services and installations thereto to be erected, constructed and provided within the Land pursuant to Special Condition No. (42)(a) of the Government Grant which is for the purposes of identification only shown coloured Green Edged Indigo on the DMC Plans;”
2. Clause 4.6 of the DMC stipulates that:
- “The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners’ Committee (if already formed) except the first budget which shall cover the period from the date of this Deed until the following 31st day of December. Subject to the provisions of this Deed, the annual budget shall be in three parts:-
- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Development, the Development Common Areas and Facilities, the Rising Main System (Outside the Land), (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations including but without prejudice to the generality of the foregoing:-

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- ...
- (xvii) the cost of inspecting, repairing, maintaining and managing (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations under this Deed and/or pursuant to the Government Grant;
- ...
3. Clause 5.1 of the DMC stipulates that:
“The management of the Land and the Development shall be undertaken by the Manager for an initial period of not exceeding two (2) years and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Building Management Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development, the Rising Main System (Outside the Land), (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have the authority and power including but without in any way limiting the generality of the foregoing:-
- ...
- (i) To repair, maintain, upkeep, improve, control, operate and manage the Recreational Areas and Facilities and the Transport Interchange;
- (j) To take all steps necessary or expedient for complying with and observance of all rules and regulations, directions or requirement as the Commissioner for Transport or other government departments or authorities may at any time and from time to time make or impose in respect of the use, management, operation and maintenance of the Transport Interchange including but not limited to the type and number of motor vehicles using the Transport Interchange and the routes and mode of transport services provided therein in all respects to the satisfaction of the Director of Lands in accordance with Special Condition Nos. (42)(a), (b) and (c) of the Government Grant;
- ...
- (ppp) To repair, maintain, upkeep, improve, control and operate (until the possession thereof is respectively redelivered, or deemed redelivered, to the Government) the Green Areas and the Pumping Stations, (until the possession thereof is respectively delivered, or deemed delivered, to the Government) the Refuse Collection Point and the Public Toilet and (until the possession thereof is delivered to the Water Authority) the Approved AMR Outstations as the Manager shall deem appropriate and maintain the same;
- ...
4. Clause 10.14 of the DMC stipulates that:
“Notwithstanding anything herein contained and until such time as possession of the Green Areas, the Pumping Stations, the Refuse Collection Point or the Public Toilet (as the case may be) shall be respectively redelivered/delivered or deemed to have been redelivered/delivered to the Government in accordance with the Government Grant:-
- (a) the Owners shall at their own costs and expenses maintain and repair the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet (as the case may be) in accordance with the requirements of the Government Grant; and

- (b) for management purposes, the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet shall be deemed to be included under the definition of “Development Common Areas and Facilities” in this Deed to the effect that the Manager shall have the powers and duties to maintain the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet (as the case may be) and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Areas, the Pumping Stations, the Refuse Collection Point and the Public Toilet (as the case may be) as if they were part of the Development Common Areas and Facilities.”
5. Paragraph 5 of Part B of the Second Schedule to the DMC stipulates that:-
“The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-
- ...
- (5) **Rights of the Government etc. in respect of the Green Areas**
At all reasonable times prior to the redelivery or deemed redelivery of possession of the Green Areas to the Government in accordance with the Government Grant,
- (a) right of the Government, the Director of Lands and his officers, contractors, agents, workmen and any persons authorized by the Director of Lands with or without tools, equipment, plant, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) of the Government Grant and any other works which the Director of Lands may consider necessary in the Green Areas;
- (b) right of the Government, the Director of Lands, the Director of Food and Environmental Hygiene, their respective officers, contractors, agents, workmen and any persons authorized by the Director of Lands or the Director of Food and Environmental Hygiene with or without tools, equipment, plant, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) for the purposes of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (9)(c), (9)(d), (9)(e), (9)(g)(i) and (9)(g)(ii) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (9)(h) of the Government Grant;
- (c) right of the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles to have free and unrestricted ingress, egress and regress to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) 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 Land or any adjoining or neighbouring land or premises and the Owners shall cooperate 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;
- (d) right of the officers of the Water Authority and such other persons as may be authorized by the them with or without tools, equipment, plant, machinery or motor vehicles to have free and unrestricted ingress, egress and regress free of charge to, from and through the Land and the Green Areas (or such part or parts thereof as the case may be) 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, repair, replacement and alteration of any other waterworks installations within the Green Areas; and

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- (e) right of the lessee of Site C, his agents, contractors and such other persons as may be authorized by the lessee of Site C to have free and unrestricted ingress, egress and regress free of charge to, from and through the Green Areas (or such part or parts thereof as the case may be) as the lessee of Site C, his agents, contractors and such other persons may require for vehicular, cycling and pedestrian traffic;
- (f) right of free access over and along the Green Areas or such part or parts thereof for all Government and public vehicular, cycling and pedestrian traffic.”

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A. 根據批地文件規定須興建並提供予政府或公眾使用的設施

1. 描述
 - (a) 批地文件的特別條件第(5)(a)(i)(I)條所指的綠色區域；
 - (b) 批地文件的特別條件第(5)(a)(ii)條所指的該等泵房；
 - (c) 批地文件的特別條件第(9)(g)(i)(I)條所指的垃圾收集站；
 - (d) 批地文件的特別條件第(9)(g)(i)(II)條所指的公廁；及
 - (e) 批地文件的特別條件第(42)(a)條所指的交通交匯處。
2. 一般公眾人士有權根據批地文件使用該等設施。

B. 根據批地文件規定須由該期數中的住宅物業的業主出資管理、營運或維持以供公眾使用的設施

1. 描述
 - (a) 綠色區域；
 - (b) 該等泵房；
 - (c) 垃圾收集站；
 - (d) 公廁；及
 - (e) 交通交匯處。
2. 一般公眾人士有權根據批地文件使用該等設施。
3. 該等設施須由該期數住宅物業的業主出資管理、營運或維持。
4. 該期數住宅物業的業主按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

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

D. 該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分不適用。

E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱附於本節最後部分的圖則。

F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

1. 綠色區域的塑造(時限、方式及用途)

批地文件特別條件第(5)條規定：

「(a) 承批人須：

 - (i) 於2026年3月31日或署長批准的一個或多個較後日期或之前，由承批人自費按署長批准的方式、物料、標準、水平、定線及設計，並在各方面達至署長滿意程度的情況下：
 - (I) 鋪設及塑造在附於本批地文件的圖則I上以綠色顯示的未來公用道路、公共停車場、行人徑及單車徑的該等部分(下稱「綠色區域」)；及
 - (II) 提供及建造署長按其單獨酌情權要求的橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路、泊車處、隔音屏障或其他構築物(以下合稱「該等構築物」)，

- 使建築物可座落於綠色區域及讓車輛、單車和行人往來綠色區域；
- (ii) 於2026年3月31日或署長批准的一個或多個較後日期或之前，由承批人自費按署長批准的方式、物料、標準、水平、定線及設計，在綠色區域或署長要求或批准的位於綠色區域以外的一個或多個位置，提供及建造兩個污水泵房，在各方面達至署長滿意程度(下稱「該等泵房」)；
 - (iii) 於2026年3月31日或署長批准的一個或多個較後日期或之前，由承批人自費在綠色區域鋪設路面、鋪路緣及開水道，並提供署長要求的設備、燈具、標示、圍欄、閘門、集水溝、污水渠、排水渠、大溝渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和路面標記，以及署長就該等泵房之運作而按其單獨酌情權要求的其他構築物與服務設施，以達至署長滿意程度；及
 - (iv) 由承批人自費維修保養綠色區域連同該等構築物、該等泵房及其上或其內建造、安裝及提供的所有構築物、路面、燈具、標示、圍欄、閘門、集水溝、污水渠、排水渠、大溝渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記和設備，以達至署長滿意程度，直至綠色區域的管有權已根據本批地文件的特別條件第(6)(a)條交回予政府時止。
- (b) 倘若本特別條件的(a)款下的承批人責任沒有被履行，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於該等費用的金額，該金額由署長決定，其決定乃最終決定並對承批人具有約束力。
 - (c) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，或政府行使或沒有行使本特別條件的(b)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，署長無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
 - (d) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，或政府行使本特別條件的(b)款賦予的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

2. 綠色區域的管有權

- 批地文件特別條件第(6)條規定：
- 「(a) 僅為了進行本批地文件的特別條件第(5)、(9)及(51)條指明的必要工程，承批人被視為已於本協議之日期獲授予綠色區域的管有權。綠色區域或其一個或多個部分須按要求交回予政府，而在任何情況下，如署長發出函件表示此等條件已獲得遵循並達至其滿意程度，則於函件日期當作綠色區域已由承批人交回予政府。承批人須於其管有綠色區域或其一個或多個部分的一切合理時候，准許所有政府及公共車輛、單車及行人自由進入通過及經過綠色區域或其一個或多個部分，並確保該項進入權利不受正在進行的工程所干擾或阻礙，不論是否按照本批地文件的特別條件第(5)、(9)及(51)條進行的工程。
 - (b) 倘若該等泵房或其任何一個或多個部分必須在綠色區域以外的其他一個或多個位置提供及建造，則承批人須獲准通過由署長批准的路線前往及進入該一個或多個位置和該等泵房或其任何一個或多個部分，以履行承批人在本批地文件的特別條件第(5)條下對於該等泵房負有的責任。」

3. 綠色區域的使用限制

- 批地文件特別條件第(7)條規定：
- 「未經署長事先書面同意，承批人不得將綠色區域用作儲存用途或搭建任何臨時構築物，或用作進行本批地文件的特別條件第(5)、(9)及(51)條指明的工程以外之任何用途。」

4. 進入綠色區域

- 批地文件特別條件第(8)條規定：
- 「(a) 承批人須於其管有綠色區域或其任何一個或多個部分的一切合理時候：
- (i) 准許政府、署長及其人員、承判商、代理人、工人及署長授權的任何人士有權自由及不受限制地免費進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照本批地文件的特別條件第(5)(a)條進行的任何工程，以及進行、視察、檢查及監督本批地文件的特別條件第(5)(b)條下的工程及署長認為在綠色區域內乃屬必要的任何其他工程；

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- (ii) 准許政府、署長、食物環境衛生署署長、他們各自的人員、承判商、代理人、工人及署長或食物環境衛生署署長授權的任何人士有權自由及不受限制地免費進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照本批地文件的特別條件第(9)(c)、(9)(d)、(9)(e)、(9)(g)(i)及(9)(g)(ii)條進行的任何工程，以及進行、視察、檢查及監督本批地文件的特別條件第(9)(h)條下的工程；
 - (iii) 准許政府及政府授權的有關公用事業公司有權按政府或有關公用事業公司的需要而自由及不受限制地進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在進行任何須於綠色區域或任何毗鄰土地之內、之上或之下進行的工程，包括但不限於鋪設及於其後維修旨在為該地段或任何毗鄰或相鄰土地或處所提供電話、電力、氣體(如有)及其他服務而必需的所有喉管、電線、導管、電纜槽及其他傳導媒體與附屬設備。承批人須與政府及政府正式授權的有關公用事業公司充分配合，辦理上述任何須於綠色區域之內進行的工程涉及的一切事宜；
 - (iv) 准許水務監督的人員及他們授權的其他人士有權按水務監督的人員或該等獲授權人士的需要而自由及不受限制地免費進出往返與通過該地段和綠色區域(或其一個或多個部分，視屬何情況而定)，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在進行綠色區域之內任何其他水務設施的運作、維修保養、修理、更換及更改所涉及的任何工程。就此等條件而言，「水務監督」乃按照《水務設施條例》、任何根據該條例訂立的規例及任何修訂立法(下稱「《水務設施條例》」)中的定義；及
 - (v) 在無損於本批地文件的特別條件第(6)(a)條的一般適用性之同時，准許現時稱為並在土地註冊處註冊為大埔市地段第157號餘段的各片或各幅土地(下稱「TPTL 157 RP」)的承租人、其代理人、承判商及TPTL 157 RP的承租人授權的其他人士有權按TPTL 157 RP的承租人、其代理人、承判商及該等其他人士的需要而自由及不受限制地免費進出往返與通過綠色區域(或其一個或多個部分，視屬何情況而定)，以便車輛、單車及行人交通往來。
- (b) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，政府、署長、食物環境衛生署署長、他們各自的人員、承判商、代理人、工人、水務監督的人員和根據本特別條件的(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)款獲授權的任何人士或公用事業公司行使權利，以及TPTL 157 RP的承租人、其代理人、承判商及TPTL 157 RP的承租人根據本特別條件的(a)(v)款或以其他方式授權的其他人士行使權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，政府無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (c) 對於本特別條件的(a)款下的承批人責任之履行或沒有履行，政府、署長、食物環境衛生署署長及水務監督或根據本特別條件的(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)款獲授權的他們的任何人員、承判商、代理人、工人或任何人士或公用事業公司行使其獲賦予的權利，或TPTL 157 RP的承租人、其代理人、承判商及TPTL 157 RP的承租人根據本特別條件的(a)(v)款授權的其他人士行使其獲賦予的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

5. 在綠色區域重置設施

批地文件特別條件第(9)條規定：

- 「(a) 承批人確認，於本協議之日期在綠色區域之內有一個在附於本批地文件的圖則I上顯示及標明為「臨時廁所」的臨時廁所(下稱「臨時廁所」)，以及一個在附於本批地文件的圖則I上顯示及標明為「臨時停車場」的臨時停車場(下稱「臨時停車場」)。
- (b) 未經運輸署署長(下稱「運輸署署長」)事先書面同意，承批人不得干擾臨時停車場。
- (c) 在公廁(定義見本特別條件的(g)(i)(II)款)按照本特別條件的(g)(i)款建成及開始運作前，承批人須自費維修保養及管理臨時廁所，在各方面達至食物環境衛生署署長滿意程度。
- (d) 在垃圾收集站(定義見本特別條件的(g)(i)(I)款)按照本特別條件的(g)(i)款建成及開始運作前，承批人須自費維修保養在附於本批地文件的圖則I上顯示及標明為「臨時垃圾站」的臨時垃圾收集站(下稱「臨時垃圾站」)，在各方面達至食物環境衛生署署長滿意程度。
- (e) 在公廁(定義見本特別條件的(g)(i)(II)款)和垃圾收集站(定義見本特別條件的(g)(i)(I)款)按照本特別條件的(g)(i)款建成及開始運作後的一個曆月(或署長批准的其他延長期限)之內，承批人須自費拆卸臨時廁所及臨時垃圾站，在各方面達至署長滿意程度。

- (f) 為履行承批人在本特別條件的(d)及(e)款下有關臨時垃圾站的責任，承批人須獲准通過由署長批准的路線前往及進入臨時垃圾站。
- (g) (i) 於2026年2月28日或署長批准的一個或多個較後日期或之前，承批人須在食物環境衛生署署長確定的在綠色區域內的位置，並在各方面達至食物環境衛生署署長滿意程度的情況下，自費建造及開始運作：
- (I) 一個垃圾收集站(下稱「垃圾收集站」)及
 - (II) 一個公共廁所(下稱「公廁」)
- 垃圾收集站及公廁的類型、大小、設計、物料、高度及規劃須經食物環境衛生署署長事先書面批准。
- (ii) 承批人須自費維修保養垃圾收集站及公廁以及構成其一部分或與之相連的各項物件使其處於良好和修繕妥當的狀況，在各方面達至食物環境衛生署署長滿意程度，直至垃圾收集站及公廁的管有權已按照本特別條件的(g)(iii)款交付予政府為止。
- (iii) 垃圾收集站及公廁或其中任何一項須按要求交付予政府，而在任何情況下，如署長發出函件表示此等條件已獲得遵循並達至其滿意程度，則於函件日期當作垃圾收集站及公廁已由承批人交付予政府。
- (h) 倘若本特別條件的(b)、(c)、(d)、(e)、(g)(i)及(g)(ii)款下的任何承批人責任沒有被履行，政府可進行必要的工程，費用由承批人承擔，承批人須按要求向政府支付一筆相等於該等費用的金額，該金額由署長決定，其決定乃最終決定並對承批人具有約束力。
- (i) 對於本特別條件的(b)、(c)、(d)、(e)、(g)(i)及(g)(ii)款下的任何承批人責任之履行或沒有履行，或政府行使本特別條件的(h)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何對承批人或任何其他人士造成或使其蒙受的任何損失、損害、滋擾或干擾，署長無須承擔任何責任，且承批人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。
- (j) 對於本特別條件的(b)、(c)、(d)、(e)、(g)(i)及(g)(ii)款下的任何承批人責任之履行或沒有履行，或政府行使本特別條件的(h)款下的權利，因而直接或間接產生、與之有關或附帶的不論何種及如何產生的一切責任、索償、損失、損害賠償、開支、收費、費用、要求、訴訟及法律程序，承批人須向政府作出彌償，並使政府獲得彌償。」

6. 提供交通交匯處

批地文件特別條件第(42)條規定：

- 「(a) 除本特別條件的第(29)、(30)及(31)條指明的要求外，承批人還須自費在地盤A及地盤B各自興建、建造及提供運輸設施，包括但不限於的士停車處、小巴士站、巴士站及配套設施，連同斜道、配件、固定附着物、照明裝置及任何其他附屬服務與安裝件，其標準、水平、位置及設計符合署長的批准，在各方面達至署長滿意程度，而且在地盤A內的整體總樓面面積不超過4,500平方米，在地盤B內的整體總樓面面積不超過4,500平方米，須於2030年6月30日或之前建成並使其適合運作(以下合稱「交通交匯處」)。
- (b) 在根據本批地文件同意批授的整個年期內，承批人須以在各方面達至署長滿意程度之方式，自費維修保養、管理及運作交通交匯處。
- (c) 承批人須遵循和遵守運輸署署長隨時及不時就交通交匯處的使用、管理、運作及維修保養而作出或施加的規則及規例、指示或要求，包括但不限於使用交通交匯處的汽車類型和數目，以及交通交匯處提供的運輸服務路線和工具。
- (d) 交通交匯處不得用於本特別條件的(a)款所述的交通交匯處用途以外的任何其他用途。地盤A內的交通交匯處的一個或多個部分須被指定為地盤A分段的公用地方並構成其一部分。地盤B內的交通交匯處的一個或多個部分須被指定為地盤B分段的公用地方並構成其一部分。」

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

1. 已簽立的主公契及管理協議(「公契」)第1.1節規定：

「在本公契中，除文意許可或另有規定外，以下詞語具有下列涵義：

「**綠色區域**」

指政府批地書的特別條件第(5)(a)(i)(I)條所指並在附於政府批地書的圖則I上以綠色顯示的未來公用道路、

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公共停車場、行人徑及單車徑的該等部分，連同在該處提供或將會提供並在政府批地書的特別條件第(5)(a)(i)(II)條稱為「該等構築物」的橋樑、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路、泊車處、隔音屏障或其他構築物；

「公廁」

指將於綠色區域內提供及建造並在政府批地書的特別條件第(9)(g)(i)(II)條稱為「公廁」的公共廁所；

「該等泵房」

指將於綠色區域內或之外提供及建造並在政府批地書的特別條件第(5)(a)(ii)條稱為「該等泵房」的兩個污水泵房；

「垃圾收集站」

指將於綠色區域內提供及建造並在政府批地書的特別條件第(9)(g)(i)(I)條稱為「垃圾收集站」的垃圾收集站；

「交通交匯處」

指將根據政府批地書的特別條件第(42)(a)條興建、建造及提供的運輸設施，包括但不限於的士停車處、小巴站及配套設施，連同其斜道、配件、固定附着物、照明裝置及任何其他附屬服務與安裝件，在公契圖則上以綠色邊靛藍色顯示僅供識別；」

2. 公契第4.6條規定：

「管理人須諮詢業主委員會(如已成立)的意見後制備下一年的年度預算，但第一份預算除外，該份預算須涵蓋由本公契的日期起至下一個12月31日為止的期間。在本公契條文的規限下，年度預算須分為三部分：

- (a) 第一部分須涵蓋管理人認為(除有明顯錯誤外，管理人的決定乃最終決定)是為了所有業主的利益或為了適當地管理發展項目、發展項目公用地方及設施、上升總線系統(該土地以外)、綠色區域及該等泵房(直至其各自的管有權交回予或當作交回予政府時止)、垃圾收集站和公廁(直至其各自的管有權交予或當作交予政府時止)及核准自動讀錶外站(直至其管有權交付予水務監督時止)所須而作出的一切支出，在無損於以上規定的一般適用性之同時，包括：

...

- (xvii)按照本公契及／或根據政府批地書視察、修理、維修保養及管理綠色區域及該等泵房(直至其各自的管有權交回予或當作交回予政府時止)、垃圾收集站和公廁(直至其各自的管有權交予或當作交予政府時止)及核准自動讀錶外站(直至其管有權交付予水務監督時止)；

...」

3. 公契第5.1條規定：

「該土地和發展項目的管理由管理人承擔，首個期間不超過兩(2)年，並持續至按照本公契第4.1條的規定終止時止。在《建築物管理條例》條文的規管下，管理人有權代表所有業主按照本公契的條文作出一切有關管理發展項目、上升總線系統(該土地以外)、綠色區域及該等泵房(直至其各自的管有權交回予或當作交回予政府時止)、垃圾收集站和公廁(直至其各自的管有權交予或當作交予政府時止)及核准自動讀錶外站(直至其管有權交付予水務監督時止)所需或適宜的行為及事情，而每一名業主特此不可撤銷地委任管理人為代理人，處理按照本公契妥為授權的任何有關公用地方及設施的事宜和所有其他事宜。除本公契明確規定的其他權力外，在任何方面不限制以上規定的一般適用性之同時，管理人的權力及權限包括：

- ...
- (i) 修理、維修保養、維護、改善、控制、運作和管理康樂地方及設施和交通交匯處；
 - (j) 按照政府批地書的特別條件第(42)(a)、(b)及(c)條採取一切所需或適宜的步驟，以遵循及遵守運輸署署長或其他政府部門或當局可隨時及不時就交通交匯處的使用、管理、運作及維修保養而作出或施加的規則及規例、指示或要求，包括但不限於使用交通交匯處的汽車類型和數目，以及交通交匯處提供的運輸服務路線和工具，在各方面達至地政總署署長滿意程度；

...

- (ppp)在管理人認為適當時，修理、維修保養、維護、改善、控制、運作和管理綠色區域及該等泵房(直至其各自的管有權交回予或當作交回予政府時止)、垃圾收集站和公廁(直至其各自的管有權交予

或當作交予政府時止)及核准自動讀錶外站(直至其管有權交付予水務監督時止)；

...」

4. 公契第10.14條規定：

「儘管本公契有任何規定，在綠色區域、該等泵房、垃圾收集站和公廁(視屬何情況而定)各自的管有權已根據政府批地書交回予/交予或當作交回予/交予政府之前：

- (a) 業主須按照政府批地書的規定自費維修保養及修理綠色區域、該等泵房、垃圾收集站和公廁(視屬何情況而定)；及
- (b) 就管理而言，綠色區域、該等泵房、垃圾收集站和公廁須當作納入本公契「發展項目公用地方及設施」的定義，使管理人擁有權力和責任維修保養綠色區域、該等泵房、垃圾收集站和公廁(視屬何情況而定)；業主須負責維修保養和修理綠色區域、該等泵房、垃圾收集站和公廁(視屬何情況而定)的費用及開支，如同其為發展項目公用地方及設施的一部分。」

5. 公契第二附錄乙部第5段規定：

「每份不分割份數的業主和持有、使用、佔用和享用其物業的專有權受制於以下權利和特權：

...

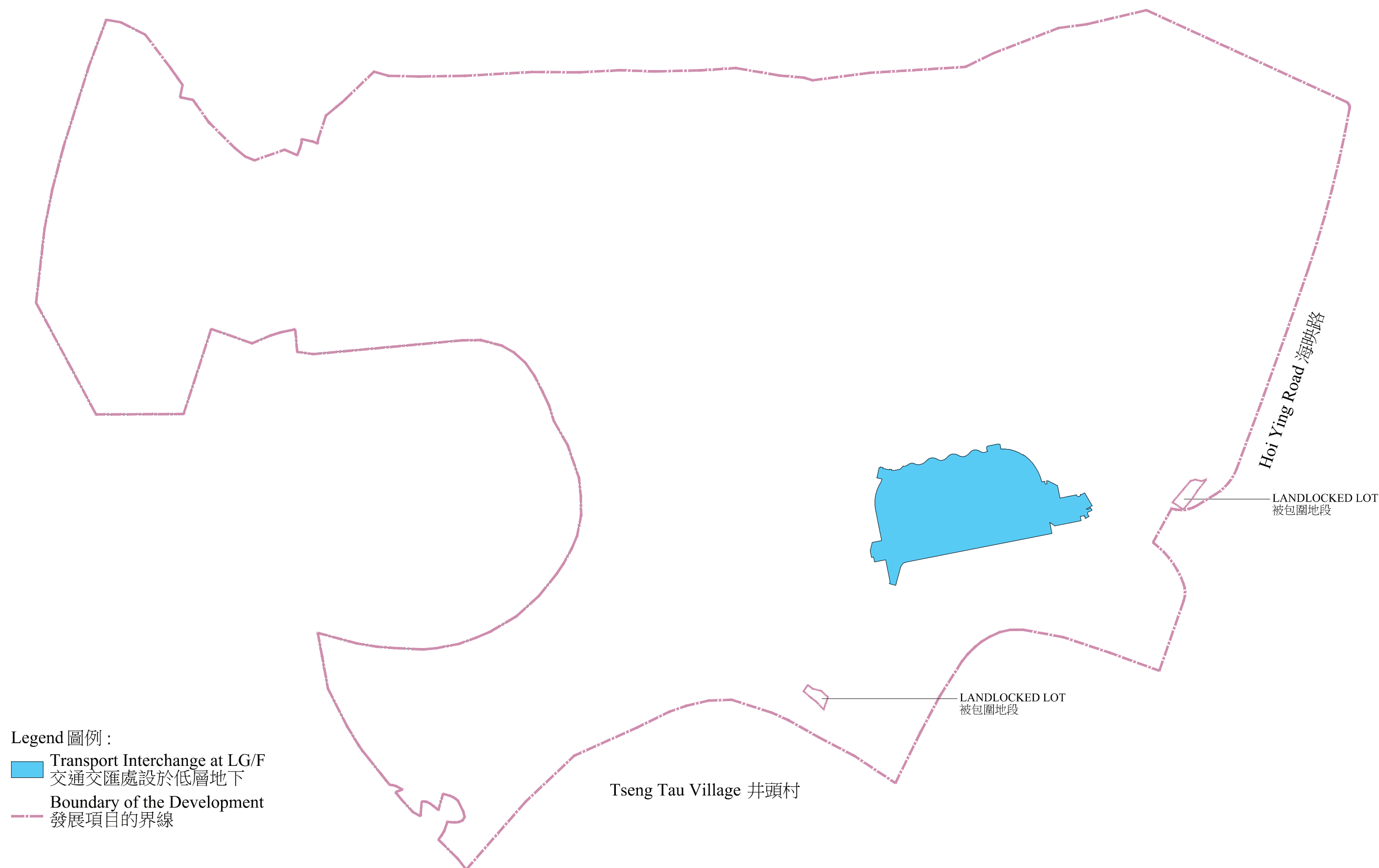
(5) 政府等各方就綠色區域所享有的權利

在綠色區域的管有權已根據政府批地書交回予或當作交回予政府之前的一切合理時候，

- (a) 政府、地政總署署長及其人員、承判商、代理人、工人及地政總署署長授權的任何人士自由及不受限制地免費進出往返與通過該土地和綠色區域(或其一個或多個部分，視屬何情況而定)的權利，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照政府批地書的特別條件第(5)(a)條進行的任何工程，以及進行、視察、檢查及監督政府批地書的特別條件第(5)(b)條下的工程及地政總署署長認為在綠色區域內乃屬必要的任何其他工程；
- (b) 政府、地政總署署長、食物環境衛生署署長、他們各自的人員、承判商、代理人、工人及地政總署署長或食物環境衛生署署長授權的任何人士自由及不受限制地免費進出往返與通過該土地和綠色區域(或其一個或多個部分，視屬何情況而定)的權利，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在視察、檢查及監督任何須遵照政府批地書的特別條件第(9)(c)、(9)(d)、(9)(e)、(9)(g)(i)及(9)(g)(ii)條進行的任何工程，以及進行、視察、檢查及監督政府批地書的特別條件第(9)(h)條下的工程；
- (c) 政府及政府授權的有關公用事業公司按政府或有關公用事業公司的需要而自由及不受限制地進出往返與通過該土地和綠色區域(或其一個或多個部分，視屬何情況而定)的權利，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在進行任何須於綠色區域或任何毗鄰土地之內、之上或之下進行的工程，包括但不限於鋪設及於其後維修旨在為該土地或任何毗鄰或相鄰土地或處所提供電話、電力、氣體(如有)及其他服務而必需的所有喉管、電線、導管、電纜槽及其他傳導媒體與附屬設備，而業主須與政府及政府正式授權的有關公用事業公司充分配合，辦理上述任何須於綠色區域之內進行的工程涉及的一切事宜；
- (d) 水務監督的人員及他們授權的其他人士按水務監督的人員或該等獲授權人士的需要而自由及不受限制地免費進出往返與通過該土地和綠色區域(或其一個或多個部分，視屬何情況而定)的權利，不論是否攜帶工具、設備、機器、機械或駕駛汽車，旨在於綠色區域之內進行任何其他水務設施的運作、維修保養、修理、更換及更改所涉及的任何工程；及
- (e) 地盤C的承租人、其代理人、承判商及地盤C的承租人授權的其他人士按地盤C的承租人、其代理人、承判商及該等其他人士的需要而自由及不受限制地免費進出往返與通過綠色區域(或其一個或多個部分，視屬何情況而定)的權利，以便車輛、單車及行人交通往來；
- (f) 自由穿過與經過綠色區域或其一個或多個部分的權利，以便所有政府及公共車輛、單車及行人交通往來。」

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



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