

# 11 發展項目中的住宅物業的面積

## AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

| 物業的描述<br>Description of Residential Property |             |            | 實用面積<br>(包括露台、工作平台及陽台(如有))<br>平方米(平方呎)<br>Saleable Area<br>(including balcony, utility platform and verandah, if any)<br>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)<br>Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) |                     |                |                 |              |                         |            |                 |               |            |
|--|-------------|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| 座數<br>Tower                                  | 樓層<br>Floor | 單位<br>Flat |  | 空調機房<br>Air-conditioning<br>plant room   | 窗台<br>Bay<br>window | 閣樓<br>Cockloft | 平台<br>Flat roof | 花園<br>Garden | 停車位<br>Parking<br>space | 天台<br>Roof | 梯屋<br>Stairhood | 前庭<br>Terrace | 庭院<br>Yard |
| 第1座<br>Tower 1                               | 7樓<br>7/F   | A          | 34.750 (374)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 10.066<br>(108) | –            | –                       | –          | –               | –             | –          |
|  |             | B          | 27.621 (297)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 17.646<br>(190) | –            | –                       | –          | –               | –             | –          |
|  |             | C          | 27.909 (300)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 26.363<br>(284) | –            | –                       | –          | –               | –             | –          |
|  |             | D          | 30.825 (332)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 29.052<br>(313) | –            | –                       | –          | –               | –             | –          |
|  |             | E          | 24.280 (261)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 20.137<br>(217) | –            | –                       | –          | –               | –             | –          |
|  |             | F          | 24.641 (265)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 14.007<br>(151) | –            | –                       | –          | –               | –             | –          |
|  |             | G          | 24.245 (261)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 22.381<br>(241) | –            | –                       | –          | –               | –             | –          |

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|--|---|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| 座數<br>Tower                                  | 樓層<br>Floor   | 單位<br>Flat |  | 空調機房<br>Air-conditioning<br>plant room   | 窗台<br>Bay<br>window | 閣樓<br>Cockloft | 平台<br>Flat roof | 花園<br>Garden | 停車位<br>Parking<br>space | 天台<br>Roof | 梯屋<br>Stairhood | 前庭<br>Terrace | 庭院<br>Yard |
| 第1座<br>Tower 1                               | 8樓-12樓、<br>15樓-23樓及<br>25樓-27樓<br>8/F-12/F,<br>15/F-23/F &<br>25/F-27/F | A          | 38.250 (412)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | B          | 31.121 (335)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | C          | 31.409 (338)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | D          | 34.325 (369)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | E          | 26.280 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: —   | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | F          | 26.641 (287)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: —   | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | G          | 26.245 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: —   | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |

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| 物業的描述<br>Description of Residential Property |             |            | 實用面積<br>(包括露台、工作平台及陽台(如有))<br>平方米(平方呎)<br>Saleable Area<br>(including balcony, utility platform and verandah, if any)<br>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)<br>Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) |                     |                |                 |              |                         |                 |                 |               |            |
|--|-------------|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|-----------------|-----------------|---------------|------------|
| 座數<br>Tower                                  | 樓層<br>Floor | 單位<br>Flat |  | 空調機房<br>Air-conditioning<br>plant room   | 窗台<br>Bay<br>window | 閣樓<br>Cockloft | 平台<br>Flat roof | 花園<br>Garden | 停車位<br>Parking<br>space | 天台<br>Roof      | 梯屋<br>Stairhood | 前庭<br>Terrace | 庭院<br>Yard |
| 第1座<br>Tower 1                               | 28樓<br>28/F | A          | 53.259 (573)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 30.223<br>(325) | –            | –                       | 43.774<br>(471) | –               | –             | –          |
|  |             | B          | 31.770 (342)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | –  | –                   | –              | –               | –            | –                       | 13.757<br>(148) | –               | –             | –          |
|  |             | C          | 31.409 (338)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | –  | –                   | –              | –               | –            | –                       | 14.636<br>(158) | –               | –             | –          |
|  |             | D          | 34.325 (369)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | –  | –                   | –              | –               | –            | –                       | 22.102<br>(238) | –               | –             | –          |
|  |             | E          | 26.280 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: –   | –  | –                   | –              | –               | –            | –                       | 12.946<br>(139) | –               | –             | –          |

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## AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

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|--|-------------|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| 座數<br>Tower                                  | 樓層<br>Floor | 單位<br>Flat |  | 空調機房<br>Air-conditioning<br>plant room   | 窗台<br>Bay<br>window | 閣樓<br>Cockloft | 平台<br>Flat roof | 花園<br>Garden | 停車位<br>Parking<br>space | 天台<br>Roof | 梯屋<br>Stairhood | 前庭<br>Terrace | 庭院<br>Yard |
| 第2座<br>Tower 2                               | 7樓<br>7/F   | A          | 34.750 (374)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 12.933<br>(139) | –            | –                       | –          | –               | –             | –          |
|  |             | B          | 27.621 (297)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 14.433<br>(155) | –            | –                       | –          | –               | –             | –          |
|  |             | C          | 27.909 (300)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 17.473<br>(188) | –            | –                       | –          | –               | –             | –          |
|  |             | D          | 30.825 (332)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 29.062<br>(313) | –            | –                       | –          | –               | –             | –          |
|  |             | E          | 26.280 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: –   | –  | –                   | –              | 7.624<br>(82)   | –            | –                       | –          | –               | –             | –          |
|  |             | F          | 24.641 (265)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 9.688<br>(104)  | –            | –                       | –          | –               | –             | –          |
|  |             | G          | 26.245 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: –   | –  | –                   | –              | –               | –            | –                       | –          | –               | –             | –          |



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|--|---|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|------------|-----------------|---------------|------------|
| 座數<br>Tower                                  | 樓層<br>Floor   | 單位<br>Flat |  | 空調機房<br>Air-conditioning<br>plant room   | 窗台<br>Bay<br>window | 閣樓<br>Cockloft | 平台<br>Flat roof | 花園<br>Garden | 停車位<br>Parking<br>space | 天台<br>Roof | 梯屋<br>Stairhood | 前庭<br>Terrace | 庭院<br>Yard |
| 第2座<br>Tower 2                               | 8樓-12樓、<br>15樓-23樓及<br>25樓-27樓<br>8/F-12/F,<br>15/F-23/F &<br>25/F-27/F | A          | 38.250 (412)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | B          | 31.121 (335)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | C          | 31.409 (338)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | D          | 34.325 (369)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | E          | 26.280 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: —   | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | F          | 26.641 (287)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: —   | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |
|  |   | G          | 26.245 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: —   | —  | —                   | —              | —               | —            | —                       | —          | —               | —             | —          |

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|--|-------------|------------|--|--|---------------------|----------------|-----------------|--------------|-------------------------|-----------------|-----------------|---------------|------------|
| 座數<br>Tower                                  | 樓層<br>Floor | 單位<br>Flat |  | 空調機房<br>Air-conditioning<br>plant room   | 窗台<br>Bay<br>window | 閣樓<br>Cockloft | 平台<br>Flat roof | 花園<br>Garden | 停車位<br>Parking<br>space | 天台<br>Roof      | 梯屋<br>Stairhood | 前庭<br>Terrace | 庭院<br>Yard |
| 第2座<br>Tower 2                               | 28樓<br>28/F | A          | 53.259 (573)<br>露台 Balcony: –<br>工作平台 Utility Platform: –  | –  | –                   | –              | 30.223<br>(325) | –            | –                       | 43.774<br>(471) | –               | –             | –          |
|  |             | B          | 31.770 (342)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | –  | –                   | –              | –               | –            | –                       | 13.757<br>(148) | –               | –             | –          |
|  |             | C          | 31.409 (338)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | –  | –                   | –              | –               | –            | –                       | 14.636<br>(158) | –               | –             | –          |
|  |             | D          | 34.325 (369)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: 1.500 (16)  | –  | –                   | –              | –               | –            | –                       | 22.102<br>(238) | –               | –             | –          |
|  |             | E          | 26.280 (283)<br>露台 Balcony: 2.000 (22)<br>工作平台 Utility Platform: –   | –  | –                   | –              | –               | –            | –                       | 12.946<br>(139) | –               | –             | –          |

上述所列的每一個住宅物業的實用面積，以及在構成該住宅物業的一部分的範圍內的露台、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。在構成該住宅物業的一部分的範圍內的其他每一指明項目的面積(不計算入實用面積內)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

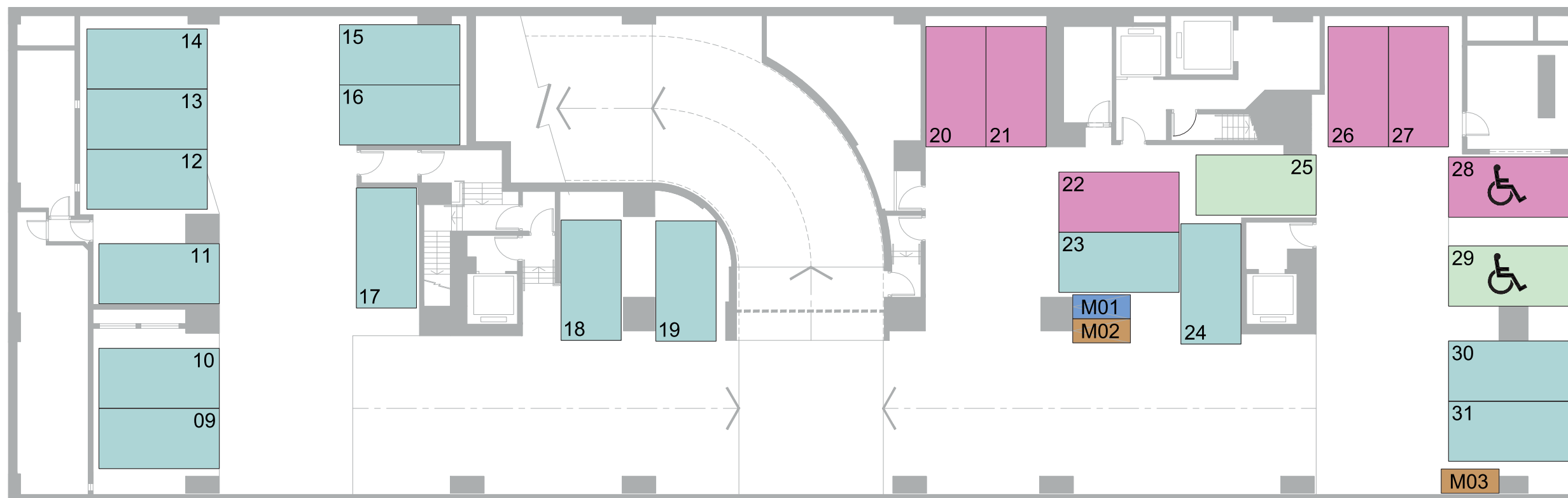
The saleable area of each residential property and the floor area of every balcony, utility platform and verandah (if any) set out in the above table to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance. The areas of every one of the other specified items to the extent that it forms part of the residential property (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

備註：上述所列以平方米顯示之面積乃依據最近的批准建築圖則計算。以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

Note: Areas in square metres as specified in the above are calculated in accordance with the latest approved building plans. Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded to the nearest integer.

# 12 發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

## 地庫2層 Basement 2



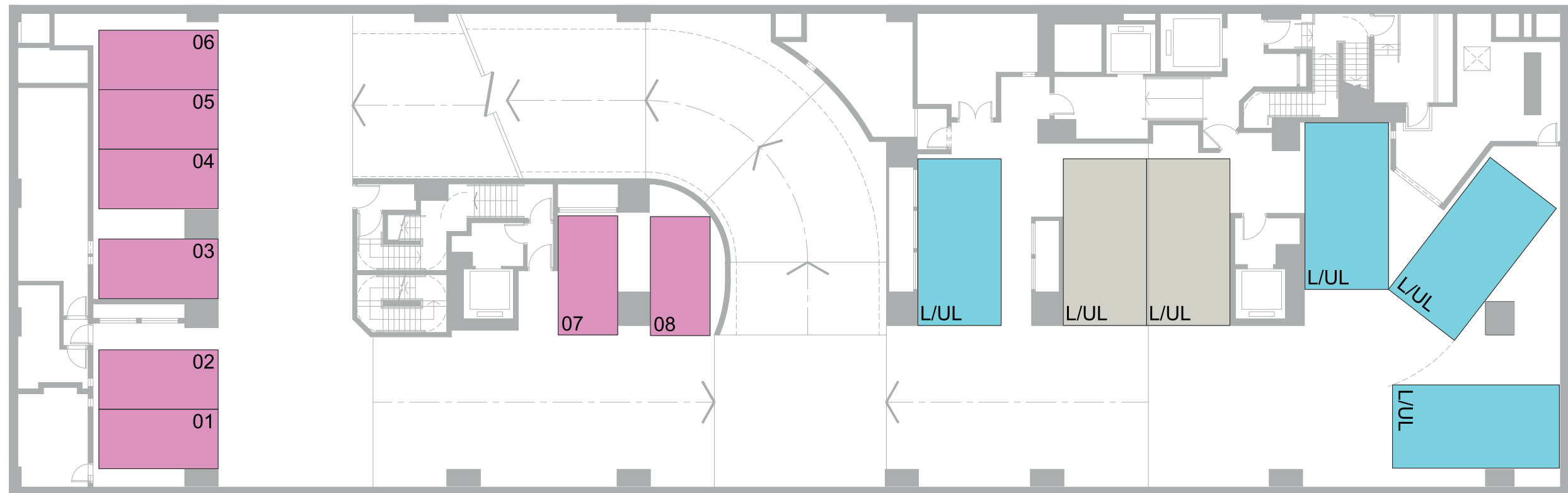
比例尺 Scale 0米(m) 10米(m)

### 圖例 Legend

- |  |  |  |   |
|--|--|--|---|
|  | 住宅停車位<br>Residential Parking Space                             |  | 訪客停車位 (亦作為傷殘人士停車位)<br>Visitors' Parking Space<br>(which is also a Parking Space for the Disabled Persons) |
|  | 商業停車位<br>Commerical Parking Space                              |  | 住宅電單車停車位<br>Residential Motor Cycle Parking Space   |
|  | 商業傷殘人士停車位<br>Commercial Parking Space for the Disabled Persons |  | 商業電單車停車位<br>Commercial Motor Cycle Parking Space  |
|  | 訪客停車位<br>Visitors' Parking Space                               |  |   |

# 12 發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

## 地庫1層 Basement 1



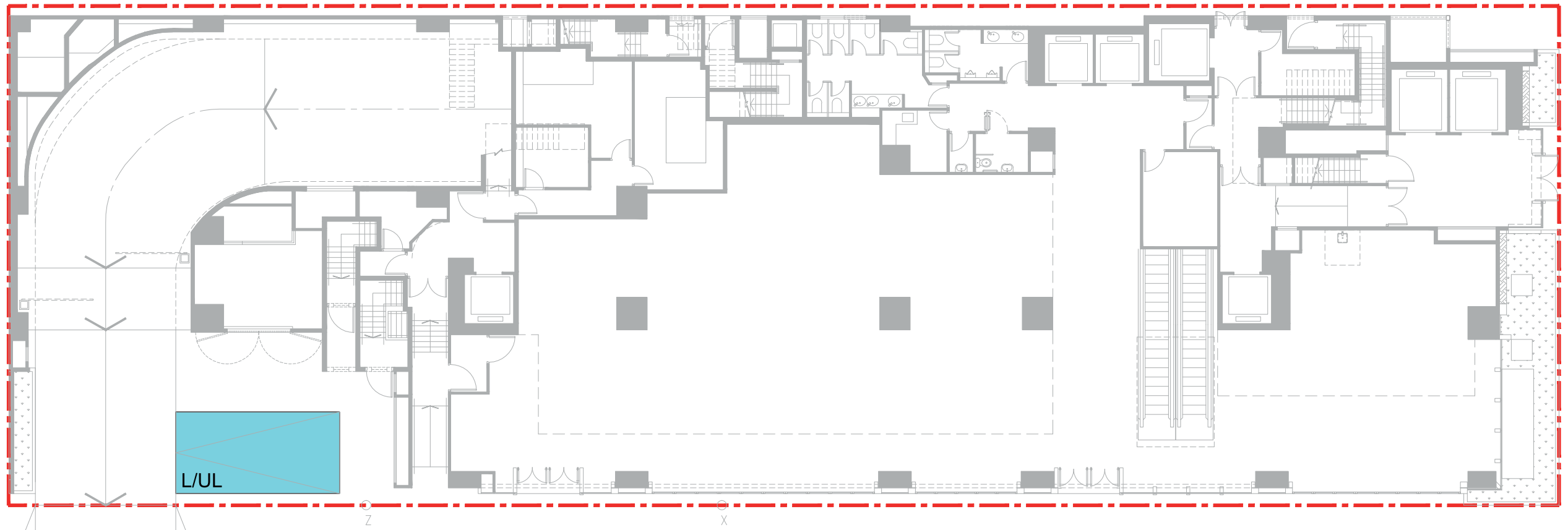
比例尺 Scale 0米(m) 10米(m)

### 圖例 Legend

-  商業停車位  
Commercial Parking Space
-  住宅上落貨車位  
Residential Loading and Unloading Space
-  商業上落貨車位  
Commercial Loading and Unloading Space

# 12 發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

地下  
G/F











## 圖例 Legend

- 發展項目的界線  
Boundary of the Development
- L/UL 商業上落貨車位  
Commercial Loading and Unloading Space

比例尺 Scale 
0米(m)
10米(m)

12

發展項目中的停車位的樓面平面圖  
FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

| 位置<br>Location     | 停車位類別<br>Type of Parking Space   | 數目<br>Number | 尺寸(長 x 闊) (米)<br>Dimension (L x W) (m) | 每個停車位面積 (平方米)<br>Area of each Parking Space (sq.m.) |
|--------------------|--|--------------|--|---|
| 地庫2層<br>Basement 2 |  住宅停車位<br>Residential Parking Space   | 15           | 5.0 X 2.5                              | 12.5  |
|                    |  商業停車位<br>Commercial Parking Space  | 5            | 5.0 X 2.5                              | 12.5  |
|                    |  商業傷殘人士停車位<br>Commercial Parking Space for the Disabled Persons   | 1            | 5.0 X 2.5                              | 12.5  |
|                    |  訪客停車位<br>Visitors' Parking Space   | 1            | 5.0 X 2.5                              | 12.5  |
|                    |  訪客停車位 (亦作為傷殘人士停車位)<br>Visitors' Parking Space (which is also a Parking Space for the Disabled Persons) | 1            | 5.0 X 2.5                              | 12.5  |
|                    |  住宅電單車停車位<br>Residential Motor Cycle Parking Space  | 2            | 2.4 X 1.0                              | 2.4   |
|                    |  商業電單車停車位<br>Commercial Motor Cycle Parking Space   | 1            | 2.4 X 1.0                              | 2.4   |
| 位置<br>Location     | 停車位類別<br>Type of Parking Space   | 數目<br>Number | 尺寸(長 x 闊) (米)<br>Dimension (L x W) (m) | 每個停車位面積 (平方米)<br>Area of each Parking Space (sq.m.) |
| 地庫1層<br>Basement 1 |  商業停車位<br>Commercial Parking Space  | 8            | 5.0 X 2.5                              | 12.5  |
|                    |  住宅上落貨車位<br>Residential Loading and Unloading Space   | 2            | 7.0 X 3.5                              | 24.5  |
|                    |  商業上落貨車位<br>Commercial Loading and Unloading Space  | 4            | 7.0 X 3.5                              | 24.5  |
| 位置<br>Location     | 停車位類別<br>Type of Parking Space   | 數目<br>Number | 尺寸(長 x 闊) (米)<br>Dimension (L x W) (m) | 每個停車位面積 (平方米)<br>Area of each Parking Space (sq.m.) |
| 地下<br>G/F          |  商業上落貨車位<br>Commercial Loading and Unloading Space  | 1            | 7.0 X 3.5                              | 24.5  |

# 13 臨時買賣合約的摘要

## SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

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

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



# 14 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

第一業主(即：市區重建局)、公契管理人及發展項目的一位業主將訂立有關發展項目的公契及管理協議(「公契」)。

### A. 發展項目的公用部分

1. 「**公用地方及設施**」指所有公用地方及所有公用設施。「**公用地方**」指所有停車場公用地方、屋苑公用地方及住宅公用地方。「**公用設施**」指所有停車場公用設施、屋苑公用設施及住宅公用設施。
2. 「**停車場公用地方**」指該土地(定義見公契)及發展項目中指定供停車位(定義見公契)業主(定義見公契)及佔用人共同使用與享用，而並非特別轉讓(除了轉讓予管理人(定義見公契)，由管理人以信託形式為全體業主的利益持有外)的所有該等區域或部分(該等區域或部分須分別受制於公契第三章第A1(b)條提述住宅單位(定義見公契)業主和公契第三章第C1(b)條提述商業部分(定義見公契)業主享用的地役權、權利及特權)。在不限制上述一般適用範圍下，包括(i)坡道和車道及(ii)在公契附錄的圖則(圖則編號DMC-011和DMC-013)(經認可人士(定義見公契)核實為準確)上以灰色顯示以資識別的外牆、(iii)分隔停車場公用地方任何部分與住宅公用地方任何部分並面向停車場公用地方的任何平板、樓板、牆或間隔牆的內半部分、(iv)分隔停車場公用地方任何部分與屋苑公用地方任何部分並面向停車場的公用地方的任何平板、樓板、牆或間隔牆的內半部分及(v)該條例(定義見公契)第2條所定義的「公用部分」所指的該等區域，但不包括屋苑公用地方及住宅公用地方。停車場公用地方在公契附錄的圖則(經認可人士核實為準確)上以灰色顯示，以資識別。
3. 「**停車場公用設施**」指在停車場公用地方內由停車位業主及佔用人共同享用，或安裝供他們共同享用，而並非供任何個別停車位獨家使用或享用或發展項目整體使用或享用的所有該等裝置及設施(該等裝置及設施須分別受制於公契第三章第A1(b)條提述住宅單位業主和公契第三章第C1(b)條提述商業部分業主享用的地役權、權利及特權)。在不限制上述一般適用範圍下，包括專門服務發展項目停車場之整體而非只是其中任何特定部分的機電裝置及設備(如有)，以及為根據《道路交通條例》(香港法例第374章)發牌的電動汽車作充電目的或與之有關的所有該等設施，此類設施包括但不限於電線/電纜、管道/線槽、帶底座盒的電動汽車充電器、插座、鎖具和蓋板、安裝在充電樁上的電動汽車充電器(如有)和其他安全及/或保護裝置、充電站、設備、器具及此類其他電氣裝置或其他用於或與此類目的相關的其他裝置。

4. 「**屋苑公用地方**」指該土地及發展項目中指定供單位(定義見公契)業主及佔用人共同使用與享用，而該使用權不是由公契或以其他方式提供予第一業主或任何個別單位的業主，亦並非特別轉讓(除了轉讓予管理人，由管理人以信託形式為全體業主的利益持有外)的所有該等區域或部分。在不限制上述一般適用範圍下，包括：
  - (i) 機房、柱、樑、平板和其他結構元件及支撐(不構成商業部分、停車場公用地方及住宅公用地方的一部分)，以及位於該土地內的污水處理系統的該等部分；
  - (ii) 在公契附錄的圖則(圖則編號DMC-001、DMC-002和DMC-004)(經認可人士核實為準確)上以黃色顯示並標示為"FIREMEN'S LIFT LOBBY"以資識別的消防員升降機大堂(構成商業部分和住宅公用地方一部分的除外)和在公契附錄的圖則(圖則編號DMC-001、DMC-002、DMC-003和DMC-004)(經認可人士核實為準確)上以黃色顯示並標示為"PL"以資識別的前往規定樓梯的防護大堂(構成商業部分和住宅公用地方一部分的除外)；
  - (iii) 在公契附錄的地庫一層圖則(經認可人士核實為準確)上以黃色顯示並標示為"RS&MRC"以資識別的垃圾及物料回收房；
  - (iv) 在公契附錄的圖則(圖則編號DMC-011、DMC-012和DMC-013)(經認可人士核實為準確)上以黃色及黃色加黑點顯示以資識別的發展項目的外牆(不構成停車場公用地方、商業部分、住宅單位及住宅公用地方的一部分)；
  - (v) (凡有任何平板、樓板、牆或間隔牆將屋苑公用地方與發展項目的其他部分隔開)該等平板、樓板、牆或間隔牆面對屋苑公用地方的內半部分；
  - (vi) 綠化區域(定義見公契)(包括垂直綠化區域，但不包括構成商業部分一部分的綠化區域)；
  - (vii) 公契/管理工作枱(定義見公契)；
  - (viii) 該條例第2條所定義的「公用部分」所指的該等區域，但不包括停車場公用地方和住宅公用地方。屋苑公用地方在公契附錄的圖則(經認可人士核實為準確)上以黃色及黃色加黑點顯示，以資識別。
5. 「**屋苑公用設施**」指屋苑公用地方內的所有裝置和設施，由所有單位共同使用或為所有單位的共同利益而安裝，作為其設施的一部分，而不是供任何個別單位獨家享用，在不限制上述一般適用範圍下，包括公用天線、所有訊號接收器、下水道、排水渠、雨水渠、水道、電纜、喉管、電線、管道、總沖廁水管、總食水管、閉路電視、沙井及其他為保安目的安裝於屋苑公用地方的設施和設備、發展項目的機器與設備及其他類似裝置、設施或服務、變壓器室、電纜設施及所有相關設施及輔助電力裝置設備及為發展項目供電的設施。



# 14 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

6. 「住宅公用地方」指該土地和發展項目中指定供住宅單位的業主和佔用人共同使用與享用，而該使用權不是由公契或以其他方式提供予第一業主或任何個別住宅單位的業主，亦並非特別轉讓(除了轉讓予管理人，由管理人以信託形式為全體業主的利益持有外)的所有該等區域或部分。在不限制上述一般適用範圍下，包括：
- (i) 康樂設施(定義見公契)；
  - (ii) 訪客停車位(定義見公契)(其中位於發展項目地庫二層的29號車位亦為傷殘人士停車位(定義見公契))；
  - (iii) 住宅上落貨停車位(定義見公契)；
  - (iv) 有蓋園景區(定義見公契)；
  - (v) 管道、簷篷、平台(構成住宅單位一部分除外)、在公契附錄的圖則(圖則編號DMC-002、DMC-005、DMC-006、DMC-007和DMC-009)(經認可人士核實為準確)上以綠色顯示並標示為"FIREMEN'S LIFT LOBBY"以資識別的消防員升降機大堂(構成屋苑公用地方和商業部分的一部分除外)、在公契附錄的圖則(圖則編號DMC-005、DMC-006、DMC-007和DMC-009)(經認可人士核實為準確)上以綠色顯示並標示為"PL"以資識別的前往規定樓梯的防護大堂(構成屋苑公用地方和商業部分的一部分除外)，以及在公契附錄的五樓圖則(經認可人士核實為準確)上以綠色顯示並標示為"TBE ROOM"以資識別的安裝或使用天線廣播分配或電訊網絡設施的區域(構成商業部分的一部分除外)；
  - (vi) 在公契附錄的圖則(圖則編號DMC-011、DMC-012和DMC-013)(經認可人士核實為準確)上以綠色顯示以資識別的住宅單位的外牆及住宅公用地方的外牆(不構成商業部分、屋苑公用地方及住宅單位的一部分)，包括但不限於：
    - (1) 建築裝飾鰭及其上的設施；
    - (2) 發展項目的幕牆構築物，包括但不限於豎框、覆層及玻璃板(幕牆構築物的可開啟部分除外，該可開啟部分構成相關住宅單位的一部分)；及
    - (3) 在公契附錄的圖則(經認可人士核實為準確)上以綠色加黑斜線加黑點顯示以資識別的非結構預製外牆(為免生疑，不包括固定窗(如有)或可開啟窗(如有)或門(如有)，該固定窗或可開啟窗或門構成相關住宅單位一部分)但不包括構成有關住宅單位一部分的露台、組合露台和工作平台、平台或天台的玻璃欄杆、金屬欄杆或欄杆；
  - (vii) 在公契附錄的圖則(經認可人士核實為準確)上以綠色加紅斜線顯示以資識別的隔音鰭連吸音物料(構成經批准噪音緩解措施(定義見公契)的一部分)；
  - (viii) 分隔住宅公用地方任何部分與住宅單位並面向住宅公用地方的任何牆(既不是承重牆亦不是結構支撐)或間隔牆(既不是承重牆亦不是結構支撐)的內半部分；
  - (ix) (a)分隔住宅公用地方的任何部分與停車場公用地方的任何部分或(視情況而定)商業部分的任何部分或(視情況而定)屋苑公用地方的任何部分及(b)面向住宅公用地方的任何平板、樓板、牆或間隔牆的內半部分；
  - (x) 在公契附錄的圖則(圖則編號DMC-006)(經認可人士核實為準確)上以綠色加紅交叉顯示以資識別的實心玻璃欄杆；
  - (xi) 在公契附錄的一樓圖則(經認可人士核實為準確)上以綠色顯示並標示為"VOID"以資識別的中空；及
  - (xii) 該條例第2條所定義的「公用部分」所指的該等區域，但不包括停車場公用地方及屋苑公用地方。

住宅公用地方在公契附錄的圖則(經認可人士核實為準確)上以綠色、綠色加黑斜線、綠色加黑交叉線、綠色加黑斜線加黑點、綠色加紅斜線及綠色加紅交叉標示，以資識別。

7. 「住宅公用設施」指在住宅公用地方內由所有住宅單位共同使用，或為所有住宅單位的共同利益而安裝，而並非供任何個別住宅單位獨家使用或享用或發展項目整體使用或享用的所有該等裝置及設施，在不限制上述一般適用範圍下，包括所有於住宅公用地方指定的升降機、電線、電纜、管道、水管、排水管、閉路電視及其他為保安目的而安裝在住宅公用地方的設施和設備，以及康樂設施。

### B. 分配予發展項目中的每個住宅物業的不分割份數的數目

#### 分配予每個住宅單位的不分割份數

##### 第1座

| 住宅單位                 | 住宅單位的數量 | 分配予每個住宅單位的不分割份數的數目 |
|----------------------|---------|--------------------|
| 7樓A單位連平台             | 1       | 357/130000         |
| 7樓B單位連平台             | 1       | 293/130000         |
| 7樓C單位連平台             | 1       | 305/130000         |
| 7樓D單位連平台             | 1       | 337/130000         |
| 7樓E單位連平台             | 1       | 262/130000         |
| 7樓F單位連平台             | 1       | 260/130000         |
| 7樓G單位連平台             | 1       | 264/130000         |
| 8樓至12樓A單位連組合露台及工作平台  | 5       | 382/130000         |
| 8樓至12樓B單位連組合露台及工作平台  | 5       | 311/130000         |
| 8樓至12樓C單位連組合露台及工作平台  | 5       | 314/130000         |
| 8樓至12樓 D單位連組合露台及工作平台 | 5       | 343/130000         |
| 8樓至12樓E單位連露台         | 5       | 262/130000         |
| 8樓至12樓F單位連露台         | 5       | 266/130000         |
| 8樓至12樓G單位連露台         | 5       | 262/130000         |

# 14 公契的摘要

## SUMMARY OF DEED OF MUTUAL COVENANT

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| 住宅單位                 | 住宅單位的數量 | 分配予每個住宅單位的不分割份數的數目 |
|----------------------|---------|--------------------|
| 15樓至23樓A單位連組合露台及工作平台 | 9       | 382/130000         |
| 15樓至23樓B單位連組合露台及工作平台 | 9       | 311/130000         |
| 15樓至23樓C單位連組合露台及工作平台 | 9       | 314/130000         |
| 15樓至23樓D單位連組合露台及工作平台 | 9       | 343/130000         |
| 15樓至23樓E單位連露台        | 9       | 262/130000         |
| 15樓至23樓F單位連露台        | 9       | 266/130000         |
| 15樓至23樓G單位連露台        | 9       | 262/130000         |
| 25樓至27樓A單位連組合露台及工作平台 | 3       | 382/130000         |
| 25樓至27樓B單位連組合露台及工作平台 | 3       | 311/130000         |
| 25樓至27樓C單位連組合露台及工作平台 | 3       | 314/130000         |
| 25樓至27樓D單位連組合露台及工作平台 | 3       | 343/130000         |
| 25樓至27樓E單位連露台        | 3       | 262/130000         |
| 25樓至27樓F單位連露台        | 3       | 266/130000         |
| 25樓至27樓G單位連露台        | 3       | 262/130000         |
| 28樓A單位連平台及天台         | 1       | 605/130000         |
| 28樓B單位連組合露台及工作平台、及天台 | 1       | 330/130000         |
| 28樓C單位連組合露台及工作平台、及天台 | 1       | 328/130000         |
| 28樓D單位連組合露台及工作平台、及天台 | 1       | 365/130000         |
| 28樓E單位連露台及天台         | 1       | 274/130000         |

第2座

| 住宅單位                | 住宅單位的數量 | 分配予每個住宅單位的不分割份數的數目 |
|---------------------|---------|--------------------|
| 7樓A單位連平台            | 1       | 359/130000         |
| 7樓B單位連平台            | 1       | 290/130000         |
| 7樓C單位連平台            | 1       | 296/130000         |
| 7樓D單位連平台            | 1       | 337/130000         |
| 7樓E單位連露台及平台         | 1       | 269/130000         |
| 7樓F單位連平台            | 1       | 255/130000         |
| 7樓G單位連露台            | 1       | 262/130000         |
| 8樓至12樓A單位連組合露台及工作平台 | 5       | 382/130000         |
| 8樓至12樓B單位連組合露台及工作平台 | 5       | 311/130000         |
| 8樓至12樓C單位連組合露台及工作平台 | 5       | 314/130000         |
| 8樓至12樓D單位連組合露台及工作平台 | 5       | 343/130000         |
| 8樓至12樓E單位連露台        | 5       | 262/130000         |
| 8樓至12樓F單位連露台        | 5       | 266/130000         |
| 8樓至12樓G單位連露台        | 5       | 262/130000         |

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## SUMMARY OF DEED OF MUTUAL COVENANT

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| 住宅單位                 | 住宅單位的數量 | 分配予每個住宅單位的不分割份數的數目 |
|----------------------|---------|--------------------|
| 15樓至23樓A單位連組合露台及工作平台 | 9       | 382/130000         |
| 15樓至23樓B單位連組合露台及工作平台 | 9       | 311/130000         |
| 15樓至23樓C單位連組合露台及工作平台 | 9       | 314/130000         |
| 15樓至23樓D單位連組合露台及工作平台 | 9       | 343/130000         |
| 15樓至23樓E單位連露台        | 9       | 262/130000         |
| 15樓至23樓F單位連露台        | 9       | 266/130000         |
| 15樓至23樓G單位連露台        | 9       | 262/130000         |
| 25樓至27樓A單位連組合露台及工作平台 | 3       | 382/130000         |
| 25樓至27樓B單位連組合露台及工作平台 | 3       | 311/130000         |
| 25樓至27樓C單位連組合露台及工作平台 | 3       | 314/130000         |
| 25樓至27樓D單位連組合露台及工作平台 | 3       | 343/130000         |
| 25樓至27樓E單位連露台        | 3       | 262/130000         |
| 25樓至27樓F單位連露台        | 3       | 266/130000         |
| 25樓至27樓G單位連露台        | 3       | 262/130000         |

### 第2座

| 住宅單位                 | 住宅單位的數量 | 分配予每個住宅單位的不分割份數的數目 |
|----------------------|---------|--------------------|
| 28樓A單位連平台及天台         | 1       | 605/130000         |
| 28樓B單位連組合露台及工作平台、及天台 | 1       | 330/130000         |
| 28樓C單位連組合露台及工作平台、及天台 | 1       | 328/130000         |
| 28樓D單位連組合露台及工作平台、及天台 | 1       | 365/130000         |
| 28樓E單位連露台及天台         | 1       | 274/130000         |

註：樓層號數方面，第1座及第2座不設13樓、14樓及24樓。

#### C. 有關發展項目的管理人的委任年期

受限於該條例的規定，公契管理人將獲委任為管理該土地及發展項目的首任管理人，任期從公契之日起的首2年，其後繼續管理發展項目，直至按公契規定終止其委任。

#### D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

- (a) 發展項目每個單位業主須按他的單位獲分配的管理份數(定義見公契)數目佔發展項目所有單位獲分配的管理份數總數之比例分擔屋苑管理預算(定義見公契)評估的款項。
- (b) 每位業主除了支付以上(a)項應付的款項外，還須就他作為業主擁有的每個住宅單位按他的住宅單位獲分配的管理份數數目佔發展項目所有住宅單位獲分配的管理份數總數之比例分擔住宅管理預算(定義見公契)評估的款項。

#### E. 計算管理費按金的基準

管理費按金的金額相等於第一個年度預算管理開支的每月分擔款項之3個月款項。

#### F. 擁有人在發展項目中保留作自用的範圍(如有的話)

不適用。

註：

- 除非在本售樓說明書中另行定義，否則本公契的摘要英文本中以大楷顯示的用詞將等同於公契內的該用詞的意義。
- 詳情請參閱公契，公契的最新擬稿已備存於售樓處在開放時間內供免費查閱。公契的全文可應要求供查閱，而公契的最新擬稿的副本可在支付必要的影印費用後索取。

**A Deed of Mutual Covenant incorporating Management Agreement (“DMC”) in respect of the Development will be entered into among the First Owner (i.e. URBAN RENEWAL AUTHORITY), the DMC Manager and an owner of the Development.**

### A. Common parts of the development

1. **“Common Areas and Facilities”** means all of the Common Areas and all of the Common Facilities. “Common Areas” means all of the Car Park Common Areas, the Estate Common Areas and the Residential Common Areas. “Common Facilities” means all of the Car Park Common Facilities, the Estate Common Facilities and the Residential Common Facilities.
2. **“Car Park Common Areas”** means all those areas or parts of the Land (as defined in the DMC) and the Development the right to the use of which is designated for the common use and benefit of the Owners (as defined in the DMC) and occupiers of the Car Parks (as defined in the DMC) (which areas or parts are subject to the easements, rights and privileges enjoyed by the Owners of the Residential Units (as defined in the DMC) as mentioned in Clause A1(b) of Section III of the DMC and by the Owner of the Commercial Accommodation (as defined in the DMC) as mentioned in Clause C1(b) of Section III of the DMC respectively) and is not otherwise specifically assigned other than to the Manager (as defined in the DMC) on trust for the benefit of all Owners and which include, without limiting the generality of the foregoing, (i) ramps and driveways and (ii) external walls which are for the purpose of identification shown coloured Grey on the plans (Plans Nos. DMC-011 and DMC-013) (certified as to its accuracy by the Authorized Person (as defined in the DMC)) annexed to the DMC, (iii) the inner half of any slab, floor slab, wall or partition wall separating any part of the Car Park Common Areas from any part of the Residential Common Areas and facing the Car Park Common Areas, (iv) the inner half of any slab, floor slab, wall or partition wall separating any part of the Car Park Common Areas from any part of the Estate Common Areas and facing the Car Park Common Areas and (v) such areas within the meaning of “common parts” as defined in Section 2 of the Ordinance (as defined in the DMC) but shall exclude the Estate Common Areas and the Residential Common Areas. Car Park Common Areas are for the purpose of identification shown coloured Grey on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

3. **“Car Park Common Facilities”** means all those installations and facilities in the Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Car Parks (which installations and facilities are subject to the easements, rights and privileges enjoyed by the Owners of the Residential Units as mentioned in Clause A1(b) of Section III of the DMC and by the Owner of the Commercial Accommodation as mentioned in Clause C1(b) of Section III of the DMC respectively) and not for the exclusive use or benefit of any individual Car Park or the Development as a whole and, without limiting the generality of the foregoing, including electrical and mechanical installation and equipment exclusively for the carpark of the Development as a whole and not just any particular part thereof (if any) and all such facilities for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374 of the Laws of Hong Kong) and such facilities shall include but not limited to such wires/cables, ducts/trunking, electric vehicle charger with base box, socket outlet, locks and covers, pole with electric vehicle charger installed thereon (if any) and other security and/or protective devices, charging station, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.
4. **“Estate Common Areas”** means all those areas or parts of the Land and the Development the right to the use of which is designated for the common use and benefit of the Owners and occupiers of the Units (as defined in the DMC) and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which include, without limiting the generality of the foregoing:-
  - (i) plant and machine room(s), columns, beams, slabs and other structural elements and supports (that do not form part of the Commercial Accommodation, Car Park Common Areas and Residential Common Areas), and such part of the sewage disposal system located within the Land;
  - (ii) firemen’s lift lobby(ies) (excluding those forming part of the Commercial Accommodation and those forming part of the Residential Common Areas) which are for the purpose of identification shown coloured Yellow and marked “FIREMEN’S LIFT LOBBY” on the plans (Plans Nos. DMC-001, DMC-002 and DMC-004)(certified as to their accuracy by the Authorized Person) annexed to the DMC, and protected lobby(ies) to a required staircase (excluding those forming part of the Commercial Accommodation and those forming part of the Residential Common Areas) which are for the purpose of identification shown coloured Yellow and marked “PL” on the plans (Plans Nos. DMC-001, DMC-002, DMC-003 and DMC-004) (certified as to their accuracy by the Authorized Person) annexed to the DMC;



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- (iii) refuse storage and material recovery chamber which is for the purpose of identification shown coloured Yellow and marked "RS&MRC" on the BASEMENT 1 DMC PLAN (certified as to its accuracy by the Authorized Person) annexed to the DMC;
  - (iv) external walls of the Development (not forming part of the Car Park Common Areas, the Commercial Accommodation, the Residential Units and the Residential Common Areas) which are for the purpose of identification shown coloured Yellow and Yellow stippled Black on the plans (Plans Nos. DMC-011, DMC-012 and DMC-013) (certified as to their accuracy by the Authorized Person) annexed to the DMC;
  - (v) (where there is any slab, floor slab, wall or partition wall which separates the Estate Common Areas from other parts of the Development) the inner half of such slab, floor slab, wall or partition wall facing the Estate Common Areas;
  - (vi) Greenery Areas (as defined in the DMC) (including vertical green but excluding those Greenery Areas forming part of the Commercial Accommodation);
  - (vii) the DMC/Management Counter (as defined in the DMC);
  - (viii) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance but shall exclude the Car Park Common Areas and the Residential Common Areas.
- Estate Common Areas are for the purpose of identification shown coloured Yellow and Yellow stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.
5. **"Estate Common Facilities"** means all those installations and facilities in the Estate Common Areas used in common by or installed for the common benefit of all the Units as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including the communal aerial, all signal receivers, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, CCTV, manholes and other facilities and equipment installed in the Estate Common Areas for security purposes, plant and machinery and other like installations, facilities or services of the Development, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Development.
6. **"Residential Common Areas"** means all those areas or parts of the Land and the Development the right to the use of which is designated for common use and benefit of the Owners and occupiers of Residential Units and is not given by the DMC or otherwise to the First Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned other than to the Manager on trust for the benefit of all Owners and which, without limiting the generality of the foregoing, include:-
- (i) the Recreational Facilities (as defined in the DMC);
  - (ii) the Visitors' Parking Spaces (as defined in the DMC) (among which the space No.29 on Basement 2 of the Development is also a Parking Space for the Disabled Persons (as defined in the DMC));

- (iii) the Residential Loading and Unloading Spaces (as defined in the DMC);
- (iv) the Covered Landscaped Areas (as defined in the DMC);
- (v) pipe ducts, canopies, flat roofs (excluding those forming part of the Residential Units), firemen's lift lobby(ies) (excluding those forming part of the Estate Common Areas and those forming part of the Commercial Accommodation) which are for the purpose of identification shown coloured Green and marked "FIREMEN'S LIFT LOBBY" on the plans (Plans Nos. DMC-002, DMC-005, DMC-006, DMC-007 and DMC-009) (certified as to their accuracy by the Authorized Person) annexed to the DMC, protected lobby(ies) to a required staircase (excluding those forming part of the Estate Common Areas and those forming part of the Commercial Accommodation) which are for the purpose of identification shown coloured Green and marked "PL" on the plans (Plans Nos. DMC-005, DMC-006, DMC-007 and DMC-009) (certified as to their accuracy by the Authorized Person) annexed to the DMC, and areas for the installation or use of aerial broadcast distribution or telecommunications network facilities (excluding those forming part of the Commercial Accommodation) which are for the purpose of identification shown coloured Green and marked "TBE ROOM" on 5/F DMC PLAN (certified as to its accuracy by the Authorized Person) annexed to the DMC;
- (vi) the external walls of the Residential Units and the external walls of the Residential Common Areas not forming part of the Commercial Accommodation, Estate Common Areas and Residential Units which are for the purpose of identification shown coloured Green on the plans (Plans Nos. DMC-011, DMC-012 and DMC-013) (certified as to their accuracy by the Authorized Person) annexed to the DMC and including but not limited to:-
  - (1) the architecture fins and features thereon;
  - (2) the curtain wall structures of the Development including but not limited to the mullions and cladding and glass panels (except the openable parts of the curtain wall structures, which said openable parts shall form part of the relevant Residential Units); and
  - (3) non-structural prefabricated external walls which are for the purpose of identification shown coloured Green hatched Black stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC excluding, for the avoidance of doubt, the fixed windows (if any) or openable windows (if any) or doors (if any) which shall form part of the relevant Residential UnitsBUT excluding the glass balustrades, metal balustrades or railings of the balconies, combined balconies and utility platforms, flat roofs or roofs which form part of the relevant Residential Units;
- (vii) acoustic fins with sound absorption material (being part of the Approved Noise Mitigation Measures (as defined in the DMC)) which are for the purpose of identification shown coloured Green hatched Red on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC;

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- (viii) the inner half of any wall (being neither load bearing walls nor structural supports) or partition wall (being neither load bearing walls nor structural supports) separating any part of the Residential Common Areas from a Residential Unit and facing the Residential Common Areas;
- (ix) the inner half of any slab, floor slab, wall or partition wall (a) separating any part of the Residential Common Areas from any part of the Car Park Common Areas or (as the case may be) any part of the Commercial Accommodation or (as the case may be) any part of the Estate Common Areas and (b) facing the Residential Common Areas;
- (x) solid glass balustrades which are for the purpose of identification shown coloured Green and marked with Red crosses on the plan (Plan No.DMC-006) (certified as to its accuracy by the Authorized Person) annexed to the DMC;
- (xi) the void which is for the purpose of identification shown coloured Green and marked "VOID" on the 1/F DMC PLAN (certified as to its accuracy by the Authorized Person) annexed to the DMC; and
- (xii) such areas within the meaning of "common parts" as defined in Section 2 of the Ordinance but shall exclude the Car Park Common Areas and the Estate Common Areas.

Residential Common Areas are for the purpose of identification shown coloured Green, Green hatched Black, Green cross-hatched Black, Green hatched Black stippled Black, Green hatched Red, and Green and marked with Red crosses on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

7. **"Residential Common Facilities"** means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include all lifts designated in the Residential Common Areas, wires, cables, ducts, pipes, drains, CCTV and other facilities and equipment installed in the Residential Common Areas for security purposes, and the Recreational Facilities.

## B. Number of undivided shares assigned to each residential property in the development Allocation of Undivided Shares to each Residential Unit Tower 1

| Residential Unit   | Number of Residential Unit(s) | Number of Undivided Shares allocated to each Residential Unit |
|--|-------------------------------|---|
| Flat A on 7/F with flat roof                                     | 1                             | 357/130000  |
| Flat B on 7/F with flat roof                                     | 1                             | 293/130000  |
| Flat C on 7/F with flat roof                                     | 1                             | 305/130000  |
| Flat D on 7/F with flat roof                                     | 1                             | 337/130000  |
| Flat E on 7/F with flat roof                                     | 1                             | 262/130000  |
| Flat F on 7/F with flat roof                                     | 1                             | 260/130000  |
| Flat G on 7/F with flat roof                                     | 1                             | 264/130000  |
| Flat A on 8/F to 12/F with combined balcony and utility platform | 5                             | 382/130000  |
| Flat B on 8/F to 12/F with combined balcony and utility platform | 5                             | 311/130000  |
| Flat C on 8/F to 12/F with combined balcony and utility platform | 5                             | 314/130000  |
| Flat D on 8/F to 12/F with combined balcony and utility platform | 5                             | 343/130000  |
| Flat E on 8/F to 12/F with BAL                                   | 5                             | 262/130000  |
| Flat F on 8/F to 12/F with BAL                                   | 5                             | 266/130000  |
| Flat G on 8/F to 12/F with BAL                                   | 5                             | 262/130000  |

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## SUMMARY OF DEED OF MUTUAL COVENANT

Tower 1

| Residential Unit  | Number of Residential Unit(s) | Number of Undivided Shares allocated to each Residential Unit |
|---|-------------------------------|---|
| Flat A on 15/F to 23/F with combined balcony and utility platform | 9                             | 382/130000  |
| Flat B on 15/F to 23/F with combined balcony and utility platform | 9                             | 311/130000  |
| Flat C on 15/F to 23/F with combined balcony and utility platform | 9                             | 314/130000  |
| Flat D on 15/F to 23/F with combined balcony and utility platform | 9                             | 343/130000  |
| Flat E on 15/F to 23/F with BAL                                   | 9                             | 262/130000  |
| Flat F on 15/F to 23/F with BAL                                   | 9                             | 266/130000  |
| Flat G on 15/F to 23/F with BAL                                   | 9                             | 262/130000  |
| Flat A on 25/F to 27/F with combined balcony and utility platform | 3                             | 382/130000  |
| Flat B on 25/F to 27/F with combined balcony and utility platform | 3                             | 311/130000  |
| Flat C on 25/F to 27/F with combined balcony and utility platform | 3                             | 314/130000  |
| Flat D on 25/F to 27/F with combined balcony and utility platform | 3                             | 343/130000  |
| Flat E on 25/F to 27/F with BAL                                   | 3                             | 262/130000  |
| Flat F on 25/F to 27/F with BAL                                   | 3                             | 266/130000  |
| Flat G on 25/F to 27/F with BAL                                   | 3                             | 262/130000  |

Tower 1

| Residential Unit  | Number of Residential Unit(s) | Number of Undivided Shares allocated to each Residential Unit |
|---|-------------------------------|---|
| Flat A on 28/F with flat roof and roof                              | 1                             | 605/130000  |
| Flat B on 28/F with combined balcony and utility platform, and roof | 1                             | 330/130000  |
| Flat C on 28/F with combined balcony and utility platform, and roof | 1                             | 328/130000  |
| Flat D on 28/F with combined balcony and utility platform, and roof | 1                             | 365/130000  |
| Flat E on 28/F with BAL and roof                                    | 1                             | 274/130000  |

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## SUMMARY OF DEED OF MUTUAL COVENANT

### Tower 2

| Residential Unit   | Number of Residential Unit(s) | Number of Undivided Shares allocated to each Residential Unit |
|--|-------------------------------|---|
| Flat A on 7/F with flat roof                                     | 1                             | 359/130000  |
| Flat B on 7/F with flat roof                                     | 1                             | 290/130000  |
| Flat C on 7/F with flat roof                                     | 1                             | 296/130000  |
| Flat D on 7/F with flat roof                                     | 1                             | 337/130000  |
| Flat E on 7/F with BAL and flat roof                             | 1                             | 269/130000  |
| Flat F on 7/F with flat roof                                     | 1                             | 255/130000  |
| Flat G on 7/F with BAL   | 1                             | 262/130000  |
| Flat A on 8/F to 12/F with combined balcony and utility platform | 5                             | 382/130000  |
| Flat B on 8/F to 12/F with combined balcony and utility platform | 5                             | 311/130000  |
| Flat C on 8/F to 12/F with combined balcony and utility platform | 5                             | 314/130000  |
| Flat D on 8/F to 12/F with combined balcony and utility platform | 5                             | 343/130000  |
| Flat E on 8/F to 12/F with BAL                                   | 5                             | 262/130000  |
| Flat F on 8/F to 12/F with BAL                                   | 5                             | 266/130000  |
| Flat G on 8/F to 12/F with BAL                                   | 5                             | 262/130000  |

### Tower 2

| Residential Unit  | Number of Residential Unit(s) | Number of Undivided Shares allocated to each Residential Unit |
|---|-------------------------------|---|
| Flat A on 15/F to 23/F with combined balcony and utility platform | 9                             | 382/130000  |
| Flat B on 15/F to 23/F with combined balcony and utility platform | 9                             | 311/130000  |
| Flat C on 15/F to 23/F with combined balcony and utility platform | 9                             | 314/130000  |
| Flat D on 15/F to 23/F with combined balcony and utility platform | 9                             | 343/130000  |
| Flat E on 15/F to 23/F with BAL                                   | 9                             | 262/130000  |
| Flat F on 15/F to 23/F with BAL                                   | 9                             | 266/130000  |
| Flat G on 15/F to 23/F with BAL                                   | 9                             | 262/130000  |
| Flat A on 25/F to 27/F with combined balcony and utility platform | 3                             | 382/130000  |
| Flat B on 25/F to 27/F with combined balcony and utility platform | 3                             | 311/130000  |
| Flat C on 25/F to 27/F with combined balcony and utility platform | 3                             | 314/130000  |
| Flat D on 25/F to 27/F with combined balcony and utility platform | 3                             | 343/130000  |
| Flat E on 25/F to 27/F with BAL                                   | 3                             | 262/130000  |
| Flat F on 25/F to 27/F with BAL                                   | 3                             | 266/130000  |
| Flat G on 25/F to 27/F with BAL                                   | 3                             | 262/130000  |



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## SUMMARY OF DEED OF MUTUAL COVENANT

### Tower 2

| Residential Unit  | Number of Residential Unit(s) | Number of Undivided Shares allocated to each Residential Unit |
|---|-------------------------------|---|
| Flat A on 28/F with flat roof and roof                              | 1                             | 605/130000  |
| Flat B on 28/F with combined balcony and utility platform, and roof | 1                             | 330/130000  |
| Flat C on 28/F with combined balcony and utility platform, and roof | 1                             | 328/130000  |
| Flat D on 28/F with combined balcony and utility platform, and roof | 1                             | 365/130000  |
| Flat E on 28/F with BAL and roof                                    | 1                             | 274/130000  |

Notes: (1) "BAL" means balcony.

(2) In the numbering of floors, 13/F, 14/F and 24/F are omitted in Towers 1 and 2.

### C. Term of years for which the manager of the development is appointed

Subject to the provisions of the Ordinance, the DMC Manager will be appointed as the first manager to manage the Land and the Development for the initial term of TWO years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

### D. Basis on which the management expenses are shared among the owners of the residential properties in the Development

- Each Owner of a Unit of the Development shall contribute to the amount assessed under the Estate Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development.
- Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under the Residential Management Budget (as defined in the DMC) in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development.

### E. Basis on which the management fee deposit is fixed

The management fee deposit is equivalent to three (3) months' monthly contribution of the first year's budgeted management expenses.

### F. Area (if any) in the development retained by the owner for that owner's own use

Not applicable.

Notes:

- Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the DMC.
- For full details, please refer to the latest draft of DMC which is free for inspection during opening hours at the sales office. Full script of the DMC is available for inspection upon request and copies of the latest draft of DMC can be obtained upon paying necessary photocopying charges.

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

### A. 發展項目所位於的土地的地段編號

1. 發展項目興建於新九龍內地段第6559號餘段。
2. 新九龍內地段第6559號(下稱「該地段」)根據日期為2018年8月21日的批地條件第20324號(下稱「批地文件」)持有該地段。

### B. 有關租契規定的年期

該地段的租期由2018年8月21日起計50年。

### C. 適用於該土地的用途限制

1. 批地文件特別條款第(5)條訂明：
  - (a) 在本特別條款第(b)款的規限下，該地段或其任何部分或在該地段已建或擬建的任何一座或多座建築物不得用作非工業(不包括倉庫、酒店及加油站)用途以外的任何其他用途。
  - (b) 在該地段的任何已建或擬建的建築物或其部分，除作以下用途外，不得用作任何其他用途：
    - (i) 就最低五層而言，只可作為非工業(不包括貨倉、酒店及加油站)用途，但是為免存疑，地庫樓層(如有搭建)不論大小或樓面面積，就此特別條款而言均計算作一層，而任何地庫樓層的用途將進一步受本特別條款第(b)(iii)款限制；
    - (ii) 就其餘層數而言(如有多於五層地庫樓層，便不包括任何在最低五層之上的任何地庫樓層(如有搭建))，只可作為私人住宅用途；及
    - (iii) 就任何地庫樓層(如有搭建)而言，不論為最低五層之一層或在最低五層之上的地庫樓層，只可作為非工業(不包括住宅、貨倉、酒店及加油站)用途。
  - (c) 任何僅用作安置按特別條款第(20)條和第(21)條規定提供的車位及裝卸區，或機房或兩者之用途的樓層均不能視作本特別條款第(b)款界定的樓層。地政總署署長(下稱「署長」)對任何樓層是否用作本款准許的用途的決定是最終的並對承授人具約束力。
  - (d) 就本特別條款而言，署長對如何構成一層或多層的決定及如何構成一層或多層地庫樓層的決定為最終的並對承授人具約束力。
2. 批地文件特別條款第(9)(a)條訂明：

不可在夾附於此的圖則上以粉紅色加藍斜線顯示的範圍(下稱「粉紅色加藍斜線範圍」)以上、以下、上方、下方或以內種植樹木或灌木，搭建、興建或放置任何建築物或構築物或建築物的支承件或構築物的支承件(本特別條款第(c)(i)(II)款中定義的構築物除外)。
3. 批地文件特別條款第(9)(j)條訂明：

除作供徒步或乘坐輪椅通過的公共行人通道或署長全權酌情批准的用途外，概不可使用粉紅色加藍斜線範圍或其任何部分作任何其他用途。不得存放或停泊任何貨物或車輛在粉紅色加藍斜線範圍以內或其任何部分。
4. 批地文件特別條款第(9)(k)條訂明：

儘管特別條款第(5)條，在以署長滿意的方式及按照本特別條款第(c)(i)及(ii)款完成所提及的工程後和按本特別條款第(g)款交還整個粉紅色加藍斜線範圍給政府之前，承授人須准許一切公眾人士為了一切合法目的在白天及晚上自由地及毋須繳交任何性質的費用徒步或乘坐輪椅，以沿著、往返、穿過及越過的方式，經過及再經過粉紅色加藍斜線範圍內的行人通道。
5. 批地文件特別條款第(35)條訂明：

不得於該地段搭建或建造墳墓或骨灰龕，亦不得在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。

### D. 按規定須興建並提供予政府或供公眾使用的設施

1. 批地文件特別條款第(9)條訂明：
  - (a) 不可在夾附於此的圖則上以粉紅色加藍斜線顯示的範圍(下稱「粉紅色加藍斜線範圍」)以上、以下、上方、下方或以內種植樹木或灌木，搭建、興建或放置任何建築物或構築物或建築物的支承件或構築物的支承件(本特別條款第(c)(i)(II)款中定義的構築物除外)。
  - (b) 除本特別條款第(c)(i)款規定外，凡可能妨礙自由經過、越過、沿、往返、及穿過粉紅色加藍斜線範圍的任何性質的物體或材料都不可放置在粉紅色加藍斜線範圍內。如果署長認為(其決定為最終的，並對承授人有約束力)有任何物體或材料可能會阻礙出入及自由經過、越過、沿、往返及穿過粉紅色加藍斜線範圍，署長有權以書面通知要求承授人在署長指定的期限內，由承授人自費拆除或移除此類物體或材料，並修復粉紅色加藍斜線範圍，在一切方面使署長滿意。
  - (c) 儘管本文特別條款第(5)條，承授人須：
    - (i) 於本文特別條款第(4)條所指明的日期或之前或署長可能批准的其他延長期限內，自費按署長批准的方式、材料、標準、水平、定線及設計，在一切方面使署長滿意：
      - (I) 鋪設及構建粉紅色加藍斜線範圍；及
      - (II) 提供及建造公共行人通道連同暗渠、行人路、污水渠、排水渠或署長全權酌情要求在粉紅色加藍斜線範圍內的其他構築物(下稱「構築物」)以便於粉紅色加藍斜線範圍供行人之交通；
    - (ii) 於特別條款第(4)條所指明的日期或之前或署長可能批准的其他延長期限內，自費在粉紅色加藍斜線範圍鋪設路面、路緣及渠道，並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總管的喉管、服務、街燈、交通標誌、街道設施、道路標記及植物，在一切方面使署長滿意；及
    - (iii) 自費管理和保養粉紅色加藍斜線範圍連同(在完成本特別條款第(c)(i)款和第(c)(ii)款要求的工程後)構築物以及按本特別條款第(c)(i)款和第(c)(ii)款規定在該範圍之上或之內興建、設置及提供的所有建築物及物體，除了根據本特別條款第(g)款已移交給政府的部分，在一切方面使署長滿意，直至按本特別條款第(g)款交還整個粉紅色加藍斜線範圍的管有權給政府為止。
  - (d) 倘若承授人未能在本特別條款第(c)款規定的期限內履行其在該款的責任，或承授人疏忽或未能執行、遵守或履行在本特別條款第(b)款規定的通知的要求，政府可進行必要的工程，費用一概由承授人負責，承授人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承授人有約束力。
  - (e) 承授人須在按本特別條款第(g)款交還整個粉紅色加藍斜線範圍給政府之前，准許署長、其官員、承辦商、其工人及其授權的任何其他人士帶上或不帶工具、設備、機器或車輛有權自由及不受限制地出入、經過及往返該地段及粉紅色加藍斜線範圍，旨在視察、檢查及監管按本特別條款第(b)款和第(c)款進行的任何工程並進行、視察、檢查及監管本特別條款第(d)款下的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
  - (f) 政府、署長、其官員、承辦商、其工人及其授權的任何其他人士對承授人或其他人士履行本特別條款的責任或政府、署長、其官員、承辦商、其工人及其授權的任何其他人士行使本特別條款第(d)款及第(e)款賦予的權利或其他所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承授人不得對上述任何損失、損害、滋擾或干擾向政府或署長及其官員、承辦商、其工人及其授權的任何其他人士要求補償。



# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

- (g) 承授人應在署長如此通知時，自費將粉紅色加藍斜線範圍或其任何部分連同按本特別條款第(c)(i)款和第(c)(ii)款的規定的構築物、該範圍之上或之內興建、設置及提供的所有建築物及物體，以及署長全權酌情提及的一切部分以不帶任何產權負擔、及不向政府收取任何代價、付款或補償的條件下交還及移交給政府，但是政府沒有責任應承授人的要求接受交還粉紅色加藍斜線範圍或其中任何部分，而是在其認為合適的情況下接受。就本條件而言，承授人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
- (h) 儘管本文特別條款第(15)條，在按本特別條款第(g)款交還粉紅色加藍斜線範圍給政府之前，承授人不得轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承授人已自費從該地段分割粉紅色加藍斜線範圍，使署長滿意，惟本(h)款不適用於按本文特別條款第(15)(d)條規定的建築按揭。在上述分割之前，承授人須自費提交分割文件給署長作書面審批。
- (i) 儘管本文特別條款第(15)條，承授人不能轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於粉紅色加藍斜線範圍或其中任何部分或其權益或訂立此類協議，惟本(i)款不適用於按本特別條款交還及分割粉紅色加藍斜線範圍及按本文特別條款第(15)(d)條規定為整個地段作建築按揭。
- (j) 除作供徒步或乘坐輪椅通過的公共行人通道，或署長全權酌情批准的用途外，概不可使用粉紅色加藍斜線範圍或其任何部分作任何其他用途。不得存放或停泊任何貨物或車輛在粉紅色加藍斜線範圍以內或其任何部分。
- (k) 儘管本文特別條款第(5)條，在以署長滿意的方式及按照本特別條款第(c)(i)款及第(ii)款完成所提及的工程後和按本文特別條款第(g)款交還整個粉紅色加藍斜線範圍給政府之前，承授人須准許一切公眾人士為了一切合法目的在白天及晚上自由地及毋須繳交任何性質的費用徒步或乘坐輪椅，以沿著、往返、穿過及越過的方式，經過及再經過粉紅色加藍斜線範圍內的行人通道。
- (l) 政府對承授人或其他人士履行本特別條款第(k)款的責任所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承授人不得對上述任何損失、損害、滋擾或干擾向政府、署長或其授權的任何其他人士要求補償。
- (m) 特此明文同意、聲明及規定，對承授人施加本特別條款第(k)款的責任並非是承授人擬撥出，亦不等同政府同意撥出粉紅色加藍斜線範圍或其中任何部分作公眾享用道路權。
- (n) (i) 特此明文同意與聲明，不得因本特別條款第(k)款規定承授人的責任而預期或申索任何關於額外上蓋面積或地積比的任何優惠或權利，不論按《建築物(規劃)規例》第22(1)條，對其的任何修訂、替代還是其他規定。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(1)條，對其的任何修訂或替代申索額外上蓋面積或地積比的任何優惠或權利。
- (ii) 特此又明文同意與聲明，不得因本特別條款第(g)款規定承授人的責任而預期或申索任何關於額外上蓋面積或地積比的任何優惠或權利，不論按《建築物(規劃)規例》第22(2)條，對其的任何修訂、替代還是其他規定。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(2)條，對其的任何修訂或替代申索額外上蓋面積或地積比的任何優惠或權利。
- (o) 承授人同意並接受在按本特別條款第(g)款交還粉紅色加藍斜線範圍或其任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其任何部分時，承授人可能無法取得本文特別條款第(8)(c)條及(8)(d)條分別准許的最大總樓面面積。政府對此沒有責任和承授人不得對未能取得本文特別條款第(8)(c)條及(8)(d)條分別准許的最大總樓面面積向政府要求補償或退還地價或其他索求。

- (p) 承授人須對承授人、其傭工、工人及承辦商履行或不履行本特別條款規定承授人的責任或有關粉紅色加藍斜線範圍所引起或有關的一切責任、訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。

\*註：根據地政總署九龍西區地政處於2020年7月7日發出的信函，特別條款第(9)(c)條的完成日期已修訂為2024年9月30日。

### E. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任

#### 1. 批地文件一般條款第6條訂明：

- (a) 承授人須在整個租期期間就根據該等條款已建或重建建築物(該詞指本一般條款第(b)條提及的重新發展)：
- (i) 按經批准的設計及佈局及任何經批准建築圖則保養一切建築物，不得對其作出修訂或更改；
- (ii) 保養按該等條款已建或今後可能按任何合同修訂所搭建的一切建築物，使其處於修繕妥當的狀態，並處於該狀態直至租約結束或提前終止交還為止。
- (b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，承授人須興建相同類型及不少於原先總樓面面積的健全及堅固的建築物或經署長批准的類型及價值的建築物作為代替。如果進行上述清拆，承授人須在上述清拆的一個曆月內向署長申請同意進行重新發展該地段的建築工程。當收到上述同意後必須在三個曆月內開展重新發展的必要工程及在署長規定的期限內完成，使署長滿意。

#### 2. 批地文件特別條款第(4)條訂明：

承授人須發展該地段，在該地段上興建一幢或多幢建築物，在各方面符合該等條款和香港現時或任何時候生效的所有與建築、衛生及規劃有關的條例、附例及規例，並須於2024年3月31日或之前完工及使其適宜佔用。

\*註：根據地政總署九龍西區地政處於2020年7月7日發出的信函，特別條款第(4)條所定完工日期已被更改為2024年9月30日。

#### 3. 批地文件特別條款第(7)條訂明：

- (a) 承授人須自費向署長提交一份園景美化圖供其審批，當中須顯示將於該地段提供的園景工程的位置、佈局及分布，以符合本特別條款第(b)款所規定的要求。
- (b) (i) 該地段中不少於20%的區域須種植樹木、灌木或其他植物。
- (ii) 於署長全權酌情決定的位置或水平，在本特別條款第(b)(i)款提及的20%面積當中提供不少於50%(下稱「該綠化區域」)的面積，讓行人可以看見或進入該地段的任何人士可進入該綠化區域。
- (iii) 署長就哪些由承授人建議的美化環境工程構成本特別條款第(b)(i)款所指的20%面積所作的決定為最終決定及對承授人具有約束力。
- (iv) 署長可全權酌情接納承授人提議的其他非種植飾取代種植樹木、灌木或其他植物。
- (c) 承授人須自費按照已批准的園景美化圖在該地段進行園景美化，在一切方面使署長在各方面滿意。未經署長事先書面批准，不得修訂、更改、改變、變更或取代已批准的園景美化圖。
- (d) 承授人其後須自費保養及保持園景美化工程，使其保持安全、清潔、井然、整齊及健康狀態，使署長在各方面滿意。
- (e) 按照本特別條款進行園景美化的範圍須被指定為並構成本文特別條款第(17)(a)(v)條所指的公用地方之一部分。

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

### 4. 批地文件特別條款第(11)條訂明：

- (a) 經署長書面批准，承授人可在該地段內建立、建造及提供康樂設施及其附屬設施(下稱「該等設施」)。該等設施的種類、大小、設計、高度及佈局須經署長的事先書面批准。
- (b) 為了計算本文特別條款第(8)(c)條及第(8)(d)條分別規定的總樓面面積時，並受制於本文特別條款第(37)(d)條的規定，若按本特別條款第(a)款在該地段內提供的該等設施之任何部分，只要是供在該地段上已建或擬建的一幢或多幢住宅大廈的所有住客和他們的真正訪客共同使用和享用的就不列入上述計算。若署長認為該等設施的餘下部分不屬於上述用途，則須納入計算。
- (c) 倘若該等設施的任何部分獲豁免列入計算本特別條款第(b)款的總樓面面積(下稱「獲豁免設施」)：
- (i) 獲豁免設施須被指定為並構成本文特別條款第(17)(a)(v)條所提及的公用地方之一部分；及
- (ii) 承授人須自費保養獲豁免設施，使其保持修繕妥當及堅固的狀態，並運作獲豁免設施，使署長滿意；及
- (iii) 獲豁免設施只供該地段內已建或擬建的一幢或多幢住宅大廈的住客及其真正訪客使用，任何其他人士不得使用。

### 5. 批地文件特別條款第(20)條訂明：

- (a) (i) 該地段內須提供車位，用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並且屬於該地段已建或擬建的一座或多座建築物的住宅單位的住客及其真正賓客、訪客或被邀請者的車輛(下稱「住宅停車位」)，使署長滿意。住宅停車位的比率須按下表列明該地段已建或擬建住宅單位的分別尺寸計算(除非署長同意採用有別於以下列表的住宅停車位比率或數目計算)提供：

| 每個住宅單位尺寸           | 提供的住宅停車位數目          |
|--------------------|---------------------|
| 少於40平方米            | 每22個住宅單位或其部分設置一個車位  |
| 不少於40平方米但少於70平方米   | 每12個住宅單位或其部分設置一個車位  |
| 不少於70平方米但少於100平方米  | 每4個住宅單位或其部分設置一個車位   |
| 不少於100平方米但少於130平方米 | 每1.5個住宅單位或其部分設置一個車位 |
| 不少於130平方米但少於160平方米 | 每1.1個住宅單位或其部分設置一個車位 |
| 不少於160平方米          | 每0.9個住宅單位或其部分設置一個車位 |

- (ii) 為本特別條款第(a)(i)款之目的，須提供之住宅停車位總數目應為按照本特別條款第(a)(i)款列表依據每個住宅單位的各自尺寸而計算出住宅停車位數目之總和。為該等條款的目的，「每個住宅單位尺寸」一詞在總樓面面積而言為下列(I)及(II)之和：

- (I) 一個住宅單位供該單位住戶獨有使用及享用之總樓面面積，須由該單位之圍封牆或護牆外部起量度。但若圍封牆分隔兩個毗連單位，在這情況下須由該等牆壁之中間部分起量度，並包括單位之內部間隔及支柱，但為免存疑，不包括並未計入特別條款第(8)(c)條及第(8)(d)條指定的總樓面面積的該單位內之所有樓面面積；及
- (II) 該住宅單位的按比例之住宅公用地方(按下文界定)總樓面面積，即在各個住宅單位圍封牆之外，供該地段已建或擬建發展項目住宅部分之所有住戶共同使用及享用的住宅公用地方(下稱「住宅公用地方」)的總樓面面積，為免存疑，不包括並未計入特別條款第(8)(c)條及第(8)(d)條指定的個別總樓面面積的所有樓面面積，在計算時須按以下公式向每一間住宅單位分攤：

$$\text{住宅公用地方之全部總樓面面積} \times \frac{\text{根據本特別條款第(a)(ii)(I)款所計出之該住宅單位之總樓面面積}}{\text{根據本特別條款第(a)(ii)(I)款所計出之所有住宅單位之全部總樓面面積}}$$

- (iii) 須於該地段內提供額外車位用作停泊按《道路交通條例》、其下的規例及任何修訂法例領有牌照，並屬於該地段上已建或擬建的一幢或多幢建築物的住客之真實賓客、訪客或被邀請者的車輛，使署長滿意。惟須至少在地段內提供兩個此類空間的前提下：

- (I) 如該地段已建或擬建的任何住宅單位大廈提供超過75個住宅單位，須提供最少1個車位予每幢住宅單位大廈，或
- (II) 按署長批准的其他比率提供車位。

- (iv) 按本特別條款第(a)(i)款(可根據本文特別條款第(22)條進行更改)及第(a)(iii)款所提供的車位均不可用作該等條款分別指定的用途以外之任何用途，特別是不得用作存放、陳列或展覽汽車作銷售或其他用途或用作提供汽車清潔及美容服務。

- (b) (i) 須就該地段已建或擬建的一座或多座作非工業(不包括私人住宅、倉庫、酒店及加油站)用途的建築物每300平方米總樓面面積或其部分設置一個車位，或按署長批准的其他比率提供車位用作停泊《道路交通條例》、其下的規例及任何修訂法例領有牌照的車輛，使署長滿意：

- (ii) 在計算按本特別條款第(b)(i)款所提供的車位之數目時，任何供停泊車輛及裝卸用途之面積均不被計算在內。

- (iii) 按本特別條款第(b)(i)款提供的車位，不可用作停泊按《道路交通條例》、其下的規例及任何修訂法例領有牌照，並屬於該地段已建或擬建及作上述特別條款指定的用途的建築物之佔用人及其真正賓客、訪客或被邀者的車輛以外的任何用途，該等車位尤其不可用作存放、陳列或展覽汽車作銷售或其他用途或用作提供汽車清潔及美容服務。



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- (c) (i) 從依照本特別條款第(a)(i)款(可根據本文特別條款第(22)條進行更改)、第(a)(iii)款及第(b)款提供的車位當中, 承授人須保留及指定建築事務監督可要求及批准的車位數目供《道路交通條例》、任何其下的規例及任何修訂立法所定義之傷殘人士停泊汽車(如此保留和指定的車位下稱「傷殘人士停車位」), 惟須從根據本特別條款第(a)(iii)款提供的車位之中保留和指定最少一個車位, 且承授人不得將所有按本特別條款第(a)(iii)款提供的車位全部保留或指定作為傷殘人士停車位。
  - (ii) 除本文特別條款第(20)(a)(iv)款和第(20)(b)(iii)款分別規定的限制外, 進一步規定傷殘人士停車位不可用作供根據《道路交通條例》、任何其下的規例及任何修訂立法定義之傷殘人士停泊汽車以外的任何其他用途。
  - (d) (i) 該地段內須根據以下比率(除非署長同意採用其他比率)提供車位, 用作停泊根據《道路交通條例》、任何其下的規例及任何修訂立法領有牌照的電單車, 使署長滿意:
    - (I) 就該地段已建或擬建的一座或多座建築物每150個住宅單位或其部分提供一個車位(下稱「住宅電單車停車位」); 及
    - (II) 依照本特別條款第(b)(i)款提供的車位的總數之5%; 但假若依照本特別條款第(b)(i)款提供的車位的數目是小數, 則須上調至下一個整數。
  - (ii) 住宅電單車停車位不可用作停泊按《道路交通條例》、其下的規例及任何修訂法例領有牌照, 並屬於該地段已建或擬建的建築物的住宅單位的住客及其真正賓客、訪客或被邀者的電單車以外的任何用途, 該等車位尤其不可用作存放、陳列或展覽車輛作銷售或其他用途或用作提供汽車清潔及美容服務。
  - (iii) 按本特別條款第(d)(i)(II)款提供的車位, 不可用作停泊按《道路交通條例》、其下的規例及任何修訂法例領有牌照, 並屬於該地段已建或擬建及作非工業(不包括私人住宅、倉庫、酒店及加油站)用途的建築物之佔用人及其真正賓客、訪客或被邀者的電單車以外的任何用途, 該等車位尤其不可用作存放、陳列或展覽車輛作銷售或其他用途或用作提供汽車清潔及美容服務。
  - (e) (i) 除傷殘人士停車位外, 依照本特別條款第(a)(i)款(可根據本文特別條款第(22)條進行更改)、(a)(iii)款及第(b)條所提供的每個車位, 須闊2.5米及長5.0米及最少有2.4米淨空高度。
  - (ii) 每一個傷殘人士停車位的尺寸須按建築事務監督的要求和經其批准。
  - (iii) 根據本特別條款第(d)款提供的每一車位的尺寸須闊1.0米、長2.4 米及最少有2.4 米淨空高度或署長批准的其他最低淨空高度。
6. 批地文件特別條款第(21)條訂明:
- (a) 須在地段內提供令署長滿意的7個車位或署長可能批准的其他數目, 以裝卸按《道路交通條例》、其下的規例及任何修訂法例領有牌照的貨車。
  - (b) 根據本特別條款第(a)款所提供的每個車位, 須闊3.5米及長7.0米及最少有3.6米淨空高度。該車位不得用於與該地段上已建或擬建的建築物相關的貨車上落客貨以外的任何用途。

7. 批地文件特別條款第(28)條訂明:
- (a) 如果任何土地存在或已經被分割、清除或退讓或堆積或堆填或進行任何類型的斜坡處理工程, 不論有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, 旨在或關聯於構建、平整或開發該地段或其中任何部分或承授人按該等條款需要進行的任何其他工程, 或作任何其他用途, 承授人須自費進行與建設該等斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或現時或將來不時需要的其他工程, 以便保護與承托該地段和任何毗鄰或毗連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。承授人須在租期期間的所有時間自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程處於修葺良好堅固和狀況良好的狀態, 以達至署長滿意程度。
  - (b) 本特別條款第(a)款的任何規定不得影響政府在該等條款下的權利, 尤其是特別條款第(27)條下的權利。
  - (c) 倘若因為任何構建、平整、開發或承授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鄰或毗連政府土地或已出租土地, 承授人須自費修葺使之恢復原狀以達至署長滿意程度, 並向政府、其代理人及承辦商就因上述塌方、山泥傾瀉或地陷而引致其蒙受或招致的一切費用、收費、損失、要求及申索作出彌償。
  - (d) 除了對違反該等條款的任何其他權利或補償外, 署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或為任何塌方、山泥傾瀉或地陷修葺使之恢復原狀。如承授人忽略或未能在該通知指定的期限內遵從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。承授人須應要求向政府支付因而產生的費用連同任何行政費及專業費用及開支。
8. 批地文件特別條款第(31)條訂明:
- (a) 承授人須自費建造及保養該地段邊界內或政府土地內, 署長認為有必要的排水渠及渠道, 以便將落在或流到該地段上的所有暴雨或雨水截取並引導至最近的河道、集水井、渠道或政府雨水渠以達至署長滿意程度, 而承授人須對上述暴雨或雨水導致的任何破壞或滋擾所產生的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。
  - (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已鋪設及運作)的工程可由署長進行, 但署長毋須就因此產生的任何損失或損害對承授人負責。承授人須應要求向政府支付上述連接工程的費用。另一選擇是, 該等連接工程可由承授人自費進行, 以達至署長滿意程度, 在此情況下, 上述連接工程的任何一段若在政府土地內修建, 必須由承授人自費保養, 直至承授人按要求移交給政府時, 由政府出資負責往後的保養。承授人須應要求向政府支付有關上述連接工程技術審核的費用。若承授人未能保養上述在政府土地內修建的任何一段的連接工程, 署長可進行其認為必要的保養工程, 承授人須應要求向政府支付上述工程的費用。

# 15 批地文件的摘要

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### 9. 批地文件特別條款第(32)條訂明：

- (a) 承授人應自本協議訂立的日期起六個曆月內(或署長可能批准的其他延長期限)自費並在所有方面使署長滿意，提交或促使提交給署長書面批准一項關於該地段發展的噪音影響評估(下稱「噪音影響評估」)，其中包含署長可能要求的資料，包括但不限於該地段發展的所有噪音影響以及適當的噪音緩解措施(下稱「噪音緩解措施」)的建議。
- (b) 承授人應自費並在署長規定的期限內，執行並實施噪音影響評估中提出並經署長批准的噪音緩解措施(下稱「經批准的噪音緩解措施」)，在所有方面使署長滿意。
- (c) 不得在該地段或其任何部分展開任何建築工程(場地勘察工程及地盤平整工程除外)，直至噪音影響評估獲得署長的書面批准。
- (d) 為免存疑和在不影響本文一般條款第2條及第3條的一般適用範圍下，承授人特此明文確認及同意，承授人須獨自負責自費進行及實施經批准的減噪措施，在一切方面使署長滿意。政府及其官員毋須就承授人履行本特別條款的責任、義務或其他原因所引起或附帶引起對承授人造成或令其蒙受的任何費用、損失或損害承擔責任。承授人不得就任何該等費用、損失或損害向政府或其官員提出索償。

### 10. 批地文件特別條款第(33)條訂明：

倘若已批准的噪音緩解措施包括在該地段上搭建或興建伸展超出該地段的邊界和在毗鄰政府土地任何部分之上或上方的隔音屏障(下稱「隔音屏障」)，下列條件適用：

- (a) 承授人須按建築署批准的圖則自費設計、搭建及建造隔音屏障，在一切方面符合建築物條例、其下的任何法例及任何修訂條例；
- (b) 不可在任何毗鄰該地段的政府土地及該毗鄰地段之上、上方或之下搭建噪音屏障的地基或承建物；
- (c) 未經署長的預先書面批准，不得在隔音屏障或其中任何部分之處或之上固定或作出任何更改、增建、更換或連接；
- (d) 承授人須在任何時候自費維護、保養及維修隔音屏障或(如果署長批准)更換，使其處於良好的維修狀態，在一切方面使署長滿意。如果按本(d)款進行任何工程需要臨時封閉交通或改道，必須取得運輸署署長對臨時交通安排的書面同意，才能展開任何工程；
- (e) 隔音屏障不得用作隔音屏障之用途以外的任何用途。未經署長的事先書面同意，承授人不得使用或准許或容許他人使用隔音屏障或其中任何部分作張貼廣告或展示任何標誌、通告或海報之用；
- (f) 經署長的預先書面批准，承授人、其承辦商、工人或承授人授權的任何其他人士可帶上或不帶工具設備、機械、機器或車輛進入該地段毗鄰的政府土地，旨在按本特別條件進行搭建、建造、視察、維修、保養、清潔、翻新及更換伸展到政府土地上的隔音屏障之部分；
- (g) 政府對承授人或任何其他人士進入或進行本特別條款第(f)款提及的工程所產生或附帶和造成他們蒙受任何損失、損害、滋擾或干擾無須承擔任何責任或義務，以及承授人不能對該等損失、損害、滋擾或干擾向政府及其官員要求任何索償；
- (h) 承授人須在任何時候採取必要的預防措施，防止因為搭建、建造、維修、保養、更改、翻新、更換、使用、拆除或移除隔音屏障，對毗鄰該地段的政府土地和隔音屏障或進入或使用毗鄰該地段的政府土地和隔音屏障的任何人士或車輛造成的任何損害或損傷；

- (i) 署長有權在任何時候完全酌情向承授人發出一封書面通知，要求承授人在收到該書面通知後，在通知日起的六個曆月內拆除與移除伸展到政府土地上面的隔音屏障的部分，不得作出任何更換。承授人須在上述書面通知指定的時間內自費拆除與移除上述隔音屏障部分，在一切方面使署長滿意；
- (j) 倘若沒有履行本特別條款規定的承授人的責任，署長可進行必要的工程，而承授人須在要求時向署長支付上述工程的費用；
- (k) 承授人須在整個租期期間無償條件下，准許署長、其官員、承辦商、工人或署長授權的任何其他人士在任何時間內帶上或不帶工具、設備、機械、機器或車輛自由及不受阻礙出入及再出入該地段或其中任何部分或在其上已建或擬建的任何建築物，旨在視察、檢查及監管按本特別條款第(a)款、第(d)款及第(i)款進行的任何工程和按本特別條款第(j)款進行的任何工程或署長認為必要的任何其他工程；
- (l) 政府或署長對承授人履行在本特別條款下的責任、署長行使本特別條款第(k)款的進入權或按本特別條款第(j)款進行的任何工程產生或附帶和造成承授人或任何其他人士蒙受的任何損失、損害、滋擾或干擾無須承擔任何責任或義務。承授人無權就上述損失、損害、滋擾或干擾向政府或署長或其授權的官員索償或要求補償；及
- (m) 承授人須在一切時候對搭建、建造、展示、維修、保養、更改、翻新、更換、使用、拆除或移除隔音屏障或進行本特別條款第(j)款規定的工程直接或間接有關或造成的一切責任、損失、損害、索償、費用、開支、費用、要求、訴訟或其他任何司法程序彌償及保障政府、署長、其官員、承辦商、代理人、其工人或署長授權的任何其他人士。

## F. 對承授人造成負擔的租用條件

### 1. 批地文件特別條款第(3)條訂明：

- (a) 承授人確認在本協議訂立的日期，有若干建築物及管道從於土地註冊處註冊為新九龍內地段第2000號餘段的所有土地(下稱「該毗鄰地段」)上的一個毗鄰建築物，伸出至該地段(下稱「該侵佔物」)，而該地段的批出乃受制於該侵佔物的存在。政府對於(i)該侵佔物或其任何部分的實際狀況、狀態或安全；(ii)該侵佔物是否按照《建築物條例》及其下的任何規例及修訂條例而建造或設置或存在；(iii)該侵佔物是否會被拆除、移除或糾正；(iv)關於該侵佔物是否有權獲得任何支持地役權等，概不作任何明示或默示的保證。
- (b) 對於承授人或任何其他人士因以下原因或由以下原因引起或附帶的任何損失、損害、滋擾或干擾，政府概不向承授人或任何其他人士承擔任何責任、義務或法律責任：
  - (i) 該侵佔物；或
  - (ii) 該侵佔物的存在、維護、修理、使用、移除或拆除；或
  - (iii) 就該侵佔物對該毗鄰地段的擁有人或佔用人或任何其他人士採取法律程序或行動，或以其他方式；承授人不得就任何該等損失、損害、滋擾或干擾向署長及其官員、承包商、代理人以及署長授權的任何人提出任何索償。
- (c) 承授人在此就任何直接或間接因該侵佔物或與該侵佔物的存在、維護、修理、使用、移除或拆除有關的任何責任、損失、損害、索賠、開支、成本、收費、要求、訴訟或其他法律程序，向政府作出彌償。
- (d) 為免生疑問，該侵佔物的存在及因此授予該地段的事實不得於承授人違反、不符合、不遵守或不履行其在這些條款下的義務的情況下，以任何方式緩解、減輕、豁免、解除、減少或改變承授人在這些條款下的義務，或以任何方式影響或損害政府在這些條件下的權利和補救措施。



# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

2. 批地文件特別條款第(6)條訂明：  
事前未獲署長書面同意，不得移走或干預現於該地段或毗連土地生長的樹木，而署長給予同意時可附加其視為恰當的移植、補償美化環境工程或再植條件。
3. 有關批地文件特別條款第(9)條，請參閱上文D1段。
4. 批地文件特別條款第(24)條訂明：
  - (a) 住宅停車位及住宅電單車停車位不得：
    - (i) 轉讓，除非：
      - (I) 連同專屬使用與管有該地段已建或擬建的一棟或多棟建築物之一個或多個住宅單位的不分割份數一併轉讓；或
      - (II) 承讓人現時已擁有專屬使用與管有該地段已建或擬建的一棟或多棟建築物之一個或多個住宅單位的不分割份數；或
    - (ii) 分租(除非租予該地段已建或擬建的一棟或多棟建築物內之住宅單位的住客)。  
於任何情況下，不可轉讓多過總共三個住宅停車位及住宅電單車停車位予現已或將會建於該地段的一棟或多棟建築物內之任何一個住宅單位的業主或分租予任何一個住宅單位的住客。
  - (b) 儘管本特別條款第(a)款，承授人可以在取得署長事先書面同意下將住宅車位和住宅電單車車位整體轉讓，但只可轉讓給承授人全資擁有的附屬公司。
  - (c) 本特別條款第(a)款的規定不適用於有關該地段的整體轉讓、分租、按揭或押記。
  - (d) 本特別條款第(a)款及第(b)款的規定不適用於傷殘人士停車位。
5. 批地文件特別條款第(25)條訂明：  
在該地段內根據本文特別條款第(20)(a)(iii)條、第(20)(c)(i)條及第(21)(a)條提供之停車位須被指定為並構成公用地方的一部分。
6. 批地文件特別條款第(27)條訂明：  
未經署長預先書面同意，承授人不能削去、移除或後移毗鄰或毗連該地段的任何政府土地或在任何政府土地內堆積或堆填或進行任何類型的斜坡處理工程，署長可全權酌情作出同意並施加他認為合適的任何條款及條件，包括以他決定的地價授予額外的政府土地作為該地段的延伸段。
7. 批地文件特別條款第(29)條訂明：
  - (a) 倘若從該地段或開發該地段所影響的其他範圍的泥土、廢土、瓦礫、建築廢料或建築材料(下稱「廢料」)被腐蝕、沖洗或棄置到公共巷或道路或路渠、前濱或海床、污水渠、雨水渠、排水渠或溝渠或其他政府物業(下稱「政府物業」)，承授人須自費清理該等廢料並修復對政府物業造成的任何損壞。承授人須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾所引致或的一切訴訟、索償及要求彌償政府。
  - (b) 即使本特別條款第(a)條另有規定，署長可以(但沒有責任)應承授人要求清理上述廢料和修復對政府物業造成的損壞。承授人須在要求時支付因此產生的費用。

8. 批地文件特別條款第(30)條訂明：  
承授人須在任何時候，特別是在進行拆除、移除、建築、保養、翻新或維修工程(下稱「工程」)期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，避免對該地段或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(下稱「服務」)造成任何損壞、干擾或阻塞。承授人在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的查詢，確定任何服務的現況及水平，並須提交處理任何可能受工程影響的服務的書面建議給署長，在一切方面供他審批，並不得在取得署長對工程及上述建議作出的書面批准前進行該等工程。承授人須遵守和自費履行署長在給予上述批准時對服務的任何要求，包括任何必要的改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復工程以任何方式對該地段或它們其中任何部分或任何服務造成的任何損壞、干擾或阻塞(溝渠、污水渠、雨水渠或總水喉須由署長負責修復，除非他另作選擇，承授人須應要求向政府支付該等工程的費用)，使署長滿意。如果承授人未能對該地段或它們其中任何部分或任何服務進行上述必要的改道、重鋪、維修、修復或彌補工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須應要求向政府支付該等工程的費用。
9. 有關批地文件特別條款第(32)條，請參閱上文E9段。
10. 有關批地文件特別條款第(33)條，請參閱上文E10段。
11. 批地文件特別條款第(34)條訂明：
  - (a) 除非獲得環境保護署署長的事先書面同意不需要進行污水影響評估(下稱「污水影響評估」)，承授人須在本協議訂立的日期起六個曆月內或署長可批准的其他延長期限內，自費以在一切方面使環境保護署署長滿意的方式向環境保護署署長提交或安排他人提交一份污水影響評估以取得其書面批准，該污水影響評估除了其他事項外，須載有環境保護署署長可要求的資料及詳情，包括但不限於發展該地段所產生的一切不利的污水影響和對緩解措施、改善工程及其他措施和工程的建議。
  - (b) 承授人須自費在環境保護署署長或渠務署署長或其共同指定的時限內進行及實施經環境保護署署長批准的污水影響評估作出的建議，在一切方面使環境保護署署長及渠務署署長滿意。
  - (c) 污水影響評估的技術層面須由香港工程師學會且具備土木工程專業的會員或執業土木工程師進行。
  - (d) 在環境保護署署長沒有書面批准污水影響評估之前，不得在該地段或其任何部分展開建築工程(場地勘察工程及地盤平整工程除外)。
  - (e) 為免存疑和在不影響本文一般條款第2條和第3條的一般適用範圍下，承授人特此明文承認及同意他須獨自負責自費實施經批准的污水影響評估的建議，在一切方面使環境保護署署長及渠務署署長滿意。政府及其官員毋須就承授人履行其在本特別條款或其他方式的責任、義務或其他原因所引起或附帶引起對承授人造成或令其蒙受的任何支出、損害、或損失承擔責任，而且承授人不得就任何該等支出、損害、或損失向政府及其官員提出索償。

### A. The lot number of the land on which the development is situated

1. The Development is constructed on The Remaining Portion of New Kowloon Inland Lot No. 6559.
2. New Kowloon Inland Lot No. 6559 ("the lot") is held under the Conditions of Grant No. 20324 dated 21 August 2018 (the "Land Grant").

### B. The term of years under the lease

The lot is granted for a term of 50 years commencing from 21 August 2018.

### C. The user restrictions applicable to that land

1. Special Condition No. (5) of the Land Grant stipulates that:
  - (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
  - (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:-
    - (i) in respect of the lowest five floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for the avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
    - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest five floors in the event that there are more than five basement levels), for private residential purposes; and
    - (iii) in respect of any basement level (if erected), whether being one of the lowest five floors or a basement level above the lowest five floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
  - (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Conditions Nos. (20) and (21) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director of Lands ("the Director") as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.
  - (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and what constitutes a basement level or basement levels shall be final and binding on the Grantee.

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

No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (c)(i)(II) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

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

The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.

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

Notwithstanding the provisions contained in Special Condition No. (5) hereof, the Grantee shall, after the works referred to in sub-clauses (c)(i) and (ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the pedestrian passage way within the Pink Hatched Blue Area.

5. Special Condition No. (35) of the Land Grant stipulates that:

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

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

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

- (a) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (c)(i)(II) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").



# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

- (b) Save as provided under sub-clause (c)(i) of this Special Condition, no object or material of whatsoever nature which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area shall be placed within the Pink Hatched Blue Area. Where in the opinion of the Director (whose opinion shall be final and binding upon the Grantee) there is any object or material which may cause obstruction to the access to and the free passage on, over, along, to, from and through the Pink Hatched Blue Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and within such time limit as shall be specified by the Director, to demolish or remove such object or material and to reinstate the Pink Hatched Blue Area in all respects to the satisfaction of the Director.
- (c) Notwithstanding the provisions contained in Special Condition No. (5) hereof, the Grantee shall:
- (i) on or before the date specified in Special Condition No. (4) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
    - (I) lay and form the Pink Hatched Blue Area; and
    - (II) provide and construct pedestrian passage way together with such culverts, pavements, sewers, drains or such other structures as the Director in his sole discretion may require within the Pink Hatched Blue Area (hereinafter collectively referred to as "the Structures")so that pedestrian traffic may be carried on the Pink Hatched Blue Area;
  - (ii) on or before the date specified in Special Condition No. (4) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
  - (iii) manage and maintain at his own expense the Pink Hatched Blue Area together with (upon completion of the works required under sub-clauses (c)(i) and (c)(ii) of this Special Condition) the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to sub-clauses (c)(i) and (c)(ii) of this Special Condition, except those parts thereof which have been surrendered to the Government under sub-clause (g) of this Special Condition, in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (g) of this Special Condition.
- (d) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (c) of this Special Condition within the prescribed period stated therein or upon the failure or neglect by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (b) 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 upon the Grantee.
- (e) The Grantee shall at all times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) of this Special Condition permit the Director, his officers, contractors, his or their workmen and any other persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (f) The Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, his or their workmen and any other persons duly authorized by the Director under sub-clauses (d) and (e) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors, his or their workmen and any other persons duly authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (g) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures and all structures and objects constructed, installed and provided thereon and therein pursuant to sub-clauses (c)(i) and (c)(ii) of this Special Condition or any part or parts thereof as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.

- (h) Notwithstanding the provisions contained in Special Condition No. (15) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (h) shall not apply to a building mortgage as provided under Special Condition No. (15)(d) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (i) Notwithstanding the provisions contained in Special Condition No. (15) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (i) shall not apply to the surrender and carving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (15)(d) hereof.
- (j) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
- (k) Notwithstanding the provisions contained in Special Condition No. (5) hereof, the Grantee shall, after the works referred to in sub-clauses (c)(i) and (ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the pedestrian passage way within the Pink Hatched Blue Area.
- (l) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (k) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (m) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (k) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.

- (n) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (k) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (g) 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(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (o) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (g) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government if the respective maximum gross floor areas permitted under Special Conditions Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (p) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges, and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area.

\*Note: The completion date in Special Condition No. (9)(c) has been amended to 30 September 2024 pursuant to the letter from the District Lands Office, Kowloon West of the Lands Department dated 7 July 2020.

### E. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land

#### 1. 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 the approved design and disposition and any approved building plans without variation or modification thereto;
  - (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.

#### 2. Special Condition No. (4) of the Land Grant stipulates that:

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31<sup>st</sup> day of March, 2024.

\*Note: The completion date in Special Condition No. (4) has been amended to 30 September 2024 pursuant to the letter from the District Lands Office, Kowloon West of the Lands Department dated 7 July 2020.

#### 3. Special Condition No. (7) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Grantee.
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) hereof.

#### 4. Special Condition No. (11) of the Land Grant stipulates that:

- (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof, subject to Special Condition No. (37)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.



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## SUMMARY OF LAND GRANT

- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (17)(a)(v) 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 within the lot and their bona fide visitors and by no other person or persons.
5. Special Condition No. (20) of the Land Grant stipulates that:
- (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the table below);

| Size of each residential unit                                   | Number of the Residential Parking Spaces to be provided   |
|---|---|
| Less than 40 square metres                                      | One space for every 22 residential units or part thereof  |
| Not less than 40 square metres but less than 70 square metres   | One space for every 12 residential units or part thereof  |
| Not less than 70 square metres but less than 100 square metres  | One space for every 4 residential units or part thereof   |
| Not less than 100 square metres but less than 130 square metres | One space for every 1.5 residential units or part thereof |
| Not less than 130 square metres but less than 160 square metres | One space for every 1.1 residential units or part thereof |
| Not less than 160 square metres                                 | One space for every 0.9 residential unit or part thereof  |

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition. For the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:
- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining 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 unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof; and
  - (II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Conditions Nos. (8)(c) and (8)(d) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:
- $$\text{The total gross floor area of Residential Common Area} \times \frac{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$
- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:-
- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 1 space for every block of residential units, or
  - (II) at such other rates as may be approved by the Director.

- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (22) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) One space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes or such other rates as may be approved by the Director shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
- (ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b) (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-clause (b)(i) 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, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (22) hereof), (a)(iii) and (b) of this Special Condition, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for the Disabled Persons.
- (ii) In addition to the restrictions as respectively provided under Special Conditions Nos. (20) (a)(iv) and (20)(b)(iii) hereof, it is further provided that the Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate;
  - (I) One space for every 150 residential units or part thereof in the building or buildings erected or to be erected on the lot (hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and
  - (II) 5 percent of the total number of spaces required to be provided under sub-clause (b) (i) of this Special Condition provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (22) hereof), (a) (iii) and (b) of this Special Condition 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 Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the spaces provided under sub-clause (d) of this Special Condition shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

6. Special Condition No. (21) of the Land Grant stipulates that:
  - (a) 7 spaces or such other number as may be approved by the Director shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation within the lot.
  - (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 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 erected or to be erected on the lot.
7. Special Condition No. (28) 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. (27) hereof.
  - (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
  - (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
8. Special Condition No. (31) 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 the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
  - (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the 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.
9. Special Condition No. (32) of the Land Grant stipulates that:
  - (a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information as the Director may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereafter referred to as "Noise Mitigation Measures").
  - (b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.
  - (c) No building works (except the ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.





- (d) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss.
10. Special Condition No. (33) of the Land Grant stipulates that:
- In the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any portion of the adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:
- (a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
  - (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
  - (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
  - (d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
  - (e) the Noise Barrier shall not be used for any purpose other than noise barrier and the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
  - (f) subject to the prior written approval of the Director, the Grantee, his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
  - (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
  - (h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier;
  - (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
  - (j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand the cost of such works;
  - (k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, his or their 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 to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of cost for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;
  - (l) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
  - (m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, his officers, contractors, agents, his or their workmen and any other person authorized by the Director from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition.

### F. The lease conditions that are onerous to a purchaser

#### 1. Special Condition No. (3) of the Land Grant stipulates that:

- (a) The Grantee acknowledges that, as at the date of this Agreement, certain structures and pipes protrude from an adjoining building erected on all that piece or parcel of land registered in the Land Registry as the Remaining Portion of New Kowloon Inland Lot No. 2000 (hereinafter referred to as "the Adjoining Lot") onto the lot (hereinafter referred to as "the Encroachment") and that the grant of the lot is subject to the existence of the Encroachment. The Government gives no warranty, express or implied, (i) as to the physical condition, state or safety of the Encroachment or any part thereof; (ii) as to whether the Encroachment was erected or installed or has remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation; (iii) as to whether the Encroachment will be demolished, removed or rectified; and (iv) as to whether the Encroachment is entitled to any easement of support or the like.
- (b) The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to:
  - (i) the Encroachment; or
  - (ii) the existence, maintenance, repair, use, removal or demolition of the Encroachment; or
  - (iii) the taking of steps of legal proceedings or actions against the owners or occupiers of the Adjoining Lot or any other persons in respect of the Encroachment;
 or otherwise, and no claim whatsoever shall be made by the Grantee against the Director and his officers, contractors and agents and any persons authorized by the Director whomsoever in respect of any such loss, damage, nuisance or disturbance.
- (c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the existence, maintenance, repair, use, removal or demolition of the Encroachment.
- (d) For the avoidance of doubt, the existence of the Encroachment and the fact that the lot is hereby agreed to be granted subject to the existence of the same shall not in any way relieve the Grantee of, or release, discharge, lessen or vary, the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions.

#### 2. Special Condition No. (6) 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.

#### 3. For Special Condition No. (9) of the Land Grant, please refer to paragraph D1 above.

#### 4. Special Condition No. (24) of the Land Grant stipulates that:

(a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

- (i) assigned except
  - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
  - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.

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

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.

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

#### 5. Special Condition No. (25) of the Land Grant stipulates that:

The spaces provided within the lot in accordance with Special Conditions Nos. (20)(a)(iii), (20)(c)(i) and (21)(a) hereof shall be designated as and form part of the Common Areas.

#### 6. Special Condition No. (27) 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.



7. Special Condition No. (29) of the Land Grant stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (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.

8. Special Condition No. (30) 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 demolition, removal, construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

9. For Special Condition No. (32) of the Land Grant, please refer to paragraph E9 above.

10. For Special Condition No. (33) of the Land Grant, please refer to paragraph E10 above.

11. Special Condition No. (34) of the Land Grant stipulates that:

- (a) Save and except with the prior written consent of the Director of Environmental Protection that a sewerage impact assessment (hereinafter referred to as "SIA") shall not be required, the Grantee shall within 6 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a SIA containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Grantee shall at his own expense implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services and within such time limit as may be stipulated by either or both of them.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers within civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (except ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss.