

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於新九龍內地段第6565號(「該地段」)，於2016年11月29日根據第20283號賣地條件(「批地文件」)批出。

2. 該地段批出的年期為由2016年11月29日起計50年。

3. 批地文件特別條件第(9)條規定：

- 「(a) 受限於本特別條件第(b)分條，該地段或其任何部分或其上的已建或擬建一棟或多棟建築物不可作非工業(辦公室、倉庫、酒店及加油站除外)以外的用途。
- (b) 任何已建或擬建建築物或其任何部分：
- (i) 在所夾附的圖則上以粉紅色顯示的部分(以下簡稱「粉紅色範圍」)不可作私人住宅以外的用途；及
- (ii) 在所夾附的圖則上分別以粉紅色加黑點及粉紅色加黑點間綠色交叉斜線顯示的部分(以下分別簡稱「粉紅色加黑點範圍」及「粉紅色加黑點間綠色交叉斜線範圍」)不可作非工業(住宅、辦公室、倉庫、酒店及加油站除外)以外的用途。」

4. 批地文件特別條件第(43)條規定：

「該地段內不得興建或建造墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸(不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置)。」

5. 批地文件一般條件第(7)條規定：

- 「(a) 買方須在整個租期期間按照本賣地條件對已興建或已重建建築物(該詞指本一般條件(b)分條預期的重新開發項目)：
- (i) 按照已批准之設計、配置及任何已批准的建築圖則維持所有建築物，不得對其作出更改或修訂；及
- (ii) 維持按照本賣地條件已興建或今後按照任何之後的合約更改而興建的所有建築物處於修繕妥當及良好的保養狀態，直至租約結束或提前終止而交還為止。
- (b) 倘若在租約的任何時間清拆當時在該地段或該地段任何部分的任何建築物，買方須興建相同類型和不少於其總樓面面積的品質良好和具規模的一座或多座建築物，或署長批准的類型及價值的一座或多座建築物作為代替。如進行上述清拆，買方須在上述清拆的一個曆月內向署長申請同意進行重新開發該地段的建築工程。當收到上述同意後，買方須在三個曆月內開展重新開發的必要工程，以及在署長規定的期限內完成而須令署長滿意。」

6. 批地文件特別條件第(2)條規定：

- 「(a) 買方須：
- (i) 於2021年12月31日[#]或署長可能批准的其他日期當日或之前，自費以署長批准的方式和物料，按署長批准的標準、水平、定線及設計，及按隨附工程規格附表(以下簡稱「工程規格附表」)及本協議特別條件第(7)條下批准的圖則規定鋪設、塑造於隨附圖則以黃色顯示的範圍(以下簡稱「黃色範圍」)並在該處提供路面及排水渠，致使署長在各方面滿意，以便於該處提供符合《建築物條例》、其任何附屬規例及任何修訂法例規定的緊急車輛通道；及

(ii) 自費保養黃色範圍及在該處所建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、標誌及照明設備，以令署長滿意，直至黃色範圍的管有權按照本協議特別條件第(3)條交回予政府。

(b) 若買方未能於本特別條件(a)款所指明的日期或署長可能批准的其他日期之前履行該款所述之責任，政府可進行所需之工程，惟費用由買方支付，就此買方須應政府要求向政府繳付一筆相等於上述工程費用之款項，該款項由署長釐定，此決定為最終決定並對買方具約束力。

(c) 因買方履行本特別條件(a)款的義務或政府行使本特別條件第(b)款的權利的原因而引致或伴隨買方或任何其他其他人造成的或蒙受的任何損失、損壞、滋擾或干擾，政府概不承擔任何責任，買方亦不得就任何該等損失、損壞、滋擾或干擾向政府提出任何申索。」

7. 批地文件特別條件第(3)條規定：

「僅為了進行本協議特別條件第(2)條指明須進行的工程，買方將於署長向其發出的信件中所指明的日期被賦予黃色範圍的管有權，該日期不應遲於2019年1月1日。黃色範圍須應政府要求交回政府。」

8. 批地文件特別條件第(4)條規定：

「未經署長事先書面同意，黃色範圍不得用作緊急車輛通道之外的任何用途，並不得用作儲存用途或任何臨時構築物之建造或任何除進行本協議特別條件第(2)條指明之工程外之用途。」

9. 批地文件特別條件第(5)條規定：

「即使本協議特別條件第(4)條已有規定：

- (a) 買方須在其管有黃色範圍期間內容許所有政府及公眾行人交通每天24小時免費並不受任何干擾地在黃色範圍之上或沿著黃色範圍自由出入，並確保此出入不會受進行本協議特別條件第(2)條指明之或其他工程干擾或妨礙；及
- (b) 買方須在其管有黃色範圍期間的所有合理時間內允許政府、署長及其人員、承辦商及代理人及任何獲署長授權人士有權進出往返及穿越該地段及黃色範圍，以便視察、檢查及監督任何須按本協議特別條件第(2)(a)條進行的工程，及進行、視察、檢查及監督根據本協議特別條件第(2)(b)條進行的工程及任何其他署長認為有需要在黃色範圍內進行的工程。」

10. 批地文件特別條件第(7)條規定：

- 「(a) 買方須向署長呈交或安排呈交黃色範圍的圖則供其書面批准，圖則須包括黃色範圍的水平和設計細節及署長要求的任何其他細節。
- (b) 黃色範圍的圖則獲批准後，除非獲得署長事先書面批准或應署長要求，不得修訂變更、修改或替代該圖則。
- (c) 本特別條件下獲批准的黃色範圍的圖則須被視作納入任何署長其後批准或要求的修訂、更改、變更、修改或替代。
- (d) 本特別條件(a)款提及的圖則獲署長書面批准前不得在黃色範圍或其任何部分開始任何建築工程，就本賣地文件而言，「建築工程」須按《建築物條例》、其附屬規例及修訂法例定義。」

備註：[#]憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函（建築規約延長寬免）」，此日期已延至2022年6月30日。

11. 批地文件特別條件第(8)條規定：

「買方須開發該地段，在該地段興建一座或多座建築物，並於2021年12月31日[#]或之前完工和使其適合佔用，使其在各方面均符合本賣地條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。」

12. 批地文件特別條件第(10)條規定：

「未經署長事先書面批准，不得移除或干擾該地段或其周圍所生長的樹木；署長於給予批准時可就移植、補償美化環境或重新栽種施加其認為合適之條件。」

13. 批地文件特別條件第(11)條規定：

「(a) 買方須自費將園景設計圖呈交署長批准，園景設計圖須標明按本特別條件第(b)分條要求而將在該地段內提供的園景工程的位置、規劃及布局。

(b) (i) 須在該地段不少於百分之三十的範圍內栽種樹木、灌木或其他植物。

(ii) 在不少於本特別條件第(b)(i)分條提及之百分之三十中之百分之六十六(以下簡稱「綠化範圍」)之範圍內，須在按署長完全酌情權決定的地點或水平提供，使綠化範圍可被行人看見或可供任何進入該地段的人士進入。

(iii) 在不影響本特別條件第(b)(ii)分條的情況下，須在批地文件所夾附圖則上以粉紅色間黑斜線顯示的範圍(以下簡稱「粉紅色間黑斜線範圍」)於批地文件所夾附圖則上顯示及標示的A和B點之間的該地段的邊界的3米內的部分提供綠化範圍或其任何部分。

(iv) 該地段上任何已建或擬建一棟或多棟建築物不少於百分之二十的天台範圍須構成本特別條件第(b)(i)分條提及之百分之三十。

(v) 就由買方建議的園景工程是否屬本特別條件第(b)(i)分條提及的百分之三十之內，及某範圍是否屬本特別條件第(b)(iv)分條提及的任何建築物的天台範圍，署長的決定為最終決定及對買方有約束力。

(vi) 署長可行使其完全酌情權接受買方建議的其他非植物特色替代栽種樹木、灌木或其他植物。

(c) 買方須根據獲批之園景設計圖自費於地段上進行園景工程，致使署長在各方面滿意的程度。未經署長事先書面批准，不得修改、變動、更改、變更或替換獲批之園景設計圖。

(d) 買方須自費保養及維持園景工程，將之保持安全、清潔、整齊、井然及健康的狀態，致使署長滿意。

(e) 根據本特別條件而作園景美化的一個或多個區域須指定為及構成批地文件特別條件第(24)(a)(v)條中提及的公用地方及其一部分。」

14. 批地文件特別條件第(15)條規定：

「(a) 除支柱外，不得於粉紅色加黑點間綠色交叉斜線範圍內地面水平豎建或建造向上延伸不少於4.2米的高度的建築物、構築物、任何建築物或構築物的支撐或伸出物。

(b) 買方須於2021年12月31日[#]或之前自費以署長要求或批准的方式和物料，按署長要求或批准的標準、高度及設計，在粉紅色加黑點間綠色交叉斜線範圍的地面水平鋪設、塑造、興建及提供一條由地面水平向上延伸不少於4.2米的高度的通道(以下簡稱「公眾通道範圍」)，致使署長在各方面滿意。

(c) 買方須於批地文件年期內容許所有公眾人士每天24小時及毋須繳付任何形式的費用，為所有合法目的徒步或以輪椅自由並不受干擾地出入公眾通道範圍以及其上、其內和沿路，致使署長在各方面滿意。

(d) 公眾通道範圍不納入本協議特別條件第(12)(a)(iii)條提及的整體總樓面面積的計算。

(e) 買方須於批地文件年期內自費維修、保養、修理及管理公眾通道範圍及構成或附屬於公眾通道範圍的所有物件使其處於修葺良好堅固的狀態，並致使署長在各方面滿意。

(f) 現特此協定、宣布及提議，就向買方施加本特別條件(c)款下的義務，買方並無意圖政府亦不同意其撥出公眾通道範圍為公眾提供通行權。

(g) 現特此協定、宣布及提議，買方在本特別條件(c)款下的義務將不會引起買方對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文)的寬免或權利產生期望，或就其提出申索。為免生疑問，買方特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文額外上蓋面積或地積比率的寬免或權利的申索。

(h) 就本特別條件而言，署長就何謂本特別條件(a)及(b)款提及的地面水平的決定為最終決定及對買方有約束力。」

15. 批地文件特別條件第(18)條規定：

「(a) 獲得署長書面批准時，買方可在該地段豎設、建築及提供康樂設施及其輔助設施(以下簡稱「該設施」)。該設施的類型、面積、設計、高度及配置亦須經署長事先的書面批准。

(b) 在計算本賣地條件特別條件第(12)(a)(iii)及(12)(a)(iv)條分別訂明的總樓面面積及總上蓋面積時，除了特別條件第(42)(d)條規定外，按照本特別條件(a)分條在該地段提供的該設施之任何部分，只要該部分是供在該地段已建成或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用和享用，就不須將該部分列入上述計算之內。如署長認為該設施的餘下部分不屬於上述使用，則應將該部分列入計算之內。

(c) 倘若該設施任何部分被豁免列入計算本特別條件(b)分條的總樓面面積及上蓋面積(以下簡稱「豁免設施」)內：

(i) 豁免設施須指定為並構成本批地文件特別條件第(24)(a)(v)條所提及的公用地方；

(ii) 買方須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，須令署長滿意；及

(iii) 豁免設施只提供予該地段已建成或擬建的住宅大廈的住戶及他們的真正訪客使用，而非提供予其他人使用。」

16. 批地文件特別條件第(27)條規定：

「(a) (i) 須按照以下比率在該地段提供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的車輛的車位(以下簡稱「住宅停車位」)，須令署長滿意。該等車輛須屬於該地段已建成或擬建的一座或多座建築物內住宅單位的住客和他們的真正來賓、訪客或被邀請者：

(I) 須按照以下表格所列明的該地段已建成或擬建的一座或多座住宅單位(除作為或擬作為單一家庭住宅的獨立屋、半獨立屋或排屋之外)各自的面積計算出比率，除非署長同意採用不同於以下表格列出的比率和數目：

| 每個住宅單位的面積 | 提供住宅停車位的數目 |
|---------------------|---------------------|
| 少於40平方米 | 每22個住宅單位或其中部分配一個車位 |
| 不少於40平方米，但少於70平方米 | 每12個住宅單位或其中部分配一個車位 |
| 不少於70平方米，但少於100平方米 | 每4個住宅單位或其中部分配一個車位 |
| 不少於100平方米，但少於160平方米 | 每1.6個住宅單位或其中部分配一個車位 |
| 不少於160平方米 | 每1個住宅單位配一個車位 |

(II) 作為或擬作為單一家庭住宅的獨立屋、半獨立屋或排屋須按照以下比率在該地段提供車位：

- (A) 每間屋樓面面積少於160平方米配一個車位；
- (B) 另每間屋樓面面積不少於160平方米，但少於220平方米配1.5個車位，但是若根據本(a)(i)(II)(B)分條所提供的車位數目是小數點數字，則該數目須調整至下一個整數；及
- (C) 每間屋樓面面積不少於220平方米配兩個車位。就本(a)(i)分條而言，署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

(ii) 就本特別條件(a)(i)(I)分條而言，根據本特別條件(a)(i)(I)分條擬提供的住宅停車位總數應是根據本特別條件(a)(i)(I)分條的表格列明每個住宅單位的各自面積計算出各個住宅停車位數目累積的總和。就本賣地條件而言，「每個住宅單位面積」一詞就樓面面積而言，指以下(I)及(II)的總和：

(I) 住宅單位住客所專用及獨享的住宅單位樓面面積，須從該單位的圍牆或護牆外側量度，除非該圍牆分隔兩個相連單位，在此情況下，須從該牆壁的中心點量度，並須包括該單位內的內部分隔牆及支柱。但為免生疑問，不包括該單位內所有樓面面積，而該所有樓面面積沒有計入本賣地條件特別條件第(12)(a)(iii)條指明的樓面面積；及

(II) 住宅單位按比例分攤住宅公用地方(按下文界定)的樓面面積，在計算住宅公用地方(即在住宅單位圍牆外供該地段已建成或擬建發展項目的住宅部份的住客所公用及共享的住宅公用地方。但為免生疑問，不包括沒有計入本賣地條件特別條件第(12)(a)(iii)條指明的樓面面積(該住宅公用地方在下文簡稱「住宅公用地方」))的總樓面面積時，須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條件(a)(ii)(I)分條計算的有關住宅單位的樓面面積}}{\text{按本特別條件 (a)(ii)(I)分條計算的所有住宅單位的總樓面面積}}$$

(iii) 受制於該地段提供最少兩個車位，須按照以下比率，提供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的車輛的額外車位，令署長滿意。該等車輛是屬於該地段已建成或擬建的一座或多座建築物內住宅單位的住客的真正來賓、訪客或被邀請者：

- (I) 如果在該地段已建或擬建的任何住宅單位大廈有超過75個住宅單位，分配比率為每一棟住宅單位大廈分配3個車位；或
- (II) 署長批准的其他比率。就本特別條件(a)(iii)分條而言，擬作單一家庭住宅的獨立屋、半獨立屋或排屋均不可被視為住宅單位。署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

(iv) 根據本特別條件(a)(i)分條(可按照特別條件第(29)條調整)及(a)(iii)分條提供的車位不可用作本特別條件第(a)(i)及(a)(iii)分條指明的用途以外的任何用途，尤其是上述車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(b) (i) 除非署長同意其他比率，該地段須設置令署長滿意的車位，分配比例為該地段已建或擬建的建築物作非工業用途(住宅、辦公室、倉庫、酒店及加油站除外)的總樓面面積的每200平方米或其中部分一個車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例領有牌照的車輛。

(ii) 就計算根據本特別條件第(b)(i)分條提供的車位數目而言，任何用作泊車及上落貨用途的樓面面積不列入計算。

(iii) 根據本特別條件(b)(i)分條(可按照本批地文件特別條件第(29)條調整)提供的車位不能用作該地段為了本特別條件第(b)(i)分條指定的目的已建或擬建的建築物佔用人 and 他們的真正來賓、訪客或獲邀請人停泊他們擁有按《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的車輛以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(c) (i) 在根據本特別條件(a)(i)(I)分條、(b)(i)分條(可按照本批地文件特別條件第(29)條調整)及(a)(iii)分條提供的車位中，買方須保留及指定按建築事務監督要求及批准的車位數目，以供根據《道路交通條例》、其下的任何規例及任何修訂法例界定的殘疾人士停泊車輛(上述保留及指定的車位以下簡稱「殘疾人士停車位」)。但是，在根據本特別條件(a)(iii)分條所設的車位中必須如此保留及指定最少一個車位。買方不可指定或保留根據本特別條件(a)(iii)分條提供的所有車位成為殘疾人士停車位。

(ii) 殘疾人士停車位不可用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例界定的殘疾人士的車輛以外的任何用途，而該等車輛是屬於該地段已建成或擬建的一座或多座建築物的住客或佔用人 and 他們的真正來賓、訪客或被邀請者，尤其是上述車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(d) (i) 除非署長同意其他比率，須按照以下比率提供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的電單車的車位，須令署長滿意：

(I) 該地段已建成或擬建的一座或多座建築物內每100個住宅單位或其中部分配一個車位(以下簡稱「住宅電單車停車位」)。就本(d)(i)(I)分條而言，擬作單一家庭住宅的獨立屋、半獨立屋或排屋不構成住宅單位，而署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力；及

(II) 本特別條件第(b)(i)分條(可按照本批地文件特別條件第(29)條調整)規定設置的車位總數的百分之十(10%)。

若根據本(d)(i)分條所提供的車位數目是小數點數字，則該數目須調整至下一個整數。

- (ii) 住宅電單車停車位不可用作已建或擬建的建築物內住宅單位的住戶和他們的真正來賓、訪客或獲邀請人停泊他們擁有按《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的電單車以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。
- (iii) 根據本特別條件(d)(i)(II)分條(可按照本批地文件特別條件第(29)條調整)提供的車位不能用作該地段為了本特別條件第(b)(i)分條指定的目的已建或擬建的建築物佔用人 and 他們的真正來賓、訪客或獲邀請人停泊他們擁有按《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的電單車以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。
- (e) 該地段內須提供署長滿意的車位，以供停泊屬於該地段已建及擬建的一座或多座建築物內住宅單位的住客及他們的真正賓客、訪客或獲邀人士的單車，分配比例為每15個住宅單位或其部分設置1個車位(每個住宅單位的總樓面面積應少於70平方米)或署長批准的其他比例。就本特別條件而言，擬作單一家庭住宅用途的獨立屋、半獨立屋及排屋均不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對買方具約束力。
- (f) (i) 除了殘疾人士停車位外，根據本特別條件(a)(i)和(b)(i)分條(可按照本批地文件特別條件第(29)條調整)及(a)(iii)分條提供的每個車位的尺寸應為2.5米闊 x 5米長，最低淨空高度為2.4米高。
- (ii) 每個殘疾人士停車位的尺寸須按建築事務監督的要求和批准。
- (iii) 根據本特別條件(d)(i)分條(可按照本批地文件特別條件第(29)條調整)提供的每個車位的尺寸須為1.0米闊 x 2.4米長，最低淨空高度為2.4米或署長批准的其他高度。
- (iv) 根據本特別條件(e)分條(可按照本批地文件特別條件第(29)條調整)提供的每個車位的尺寸須署長書面批准。
- (g) 買方須：
 - (i) 在2021年12月31日[#]或署長可能批准的其他日期當日或之前，自費以致使機電工程署署長滿意的標準及設計，及在各方面遵守《建築物條例》及《電力條例》、其任何附屬規例及任何修訂法例；
 - (I) 於本特別條件第(a)、(b)、(c)及(d)分條提及的所有停車位提供及安裝電動車輛使用的充電設施，包括但不限於固定電力裝置及最終電路裝置；以及
 - (II) 於不少於百分之三十的於本特別條件第(a)、(b)及(c)分條提及的停車位提供及安裝電動車輛中速充電器，包括本特別條件第(g)(i)(I)分條提及的最終電路，使每個該等停車位至少有一個電動車輛中速充電器；及
 - (ii) 於批地文件年期內自費維修、保養、修理及管理按本特別條件第(g)(i)(I)及(g)(i)(II)分條要求而提供及安裝的充電設施及電動車輛中速充電器，使其處於維修妥當及操作良好的狀況，並致使機電工程署署長在各方面滿意。

17. 批地文件特別條件第(28)條規定：

「(a) 須按照以下比率在該地段提供停泊上落貨貨車的車位，須令署長滿意：

- (i) 該地段已建成或擬建的一座或多座建築物中每800個住宅單位或其中部分分配一個上落貨車位，或按照署長批准的其他比率，但必須為該地段已建成或擬建的每座住宅單位提供最少一個上落貨車位，該上落貨車位須位於每座住宅單位附近或之內。就(a)(i)分條而言，擬作為單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可被視為一座住宅單位。署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作為單一家庭住宅所作的決定將為最終決定，並對買方構成約束力；及
- (ii) 該地段已建或擬建的建築物作非工業用途(住宅、辦公室、倉庫、酒店及加油站除外)的總樓面面積的每800平方米或其中部分分配一個上落貨車位，但必須至少提供一個上落貨車位。
- (b) 根據本特別條件(a)(i)及(a)(ii)分條(可按照本批地文件特別條件第(29)條調整)提供的每個上落貨車位的面積應為3.5米闊 x 11.0米長 x 至少4.7米高，該等上落貨車位不可用作供有關該地段已建成或擬建的一座或多座建築物的貨車上落貨以外的任何用途。
- (c) 就計算根據本特別條件第(a)(ii)分條提供的車位數目而言，任何用作泊車及上落貨用途的樓面面積不列入計算。

18. 批地文件特別條件第(31)條規定：

「(a) 儘管已遵守及履行本賣地條件，須令署長滿意，住宅停車位及住宅電單車停車位不能：

- (i) 轉讓，除非：
 - (I) 連同給予該地段已建成或擬建的一座或多座建築物的一個或多個住宅單位的該地段不可分割份數，連同住宅單位的專用權和佔用權一起轉讓；或
 - (II) 轉讓予已經是該地段已建成或擬建的一座或多座建築物的一個或多個住宅單位的該地段不可分割份數的擁有人，連同住宅單位的專用權和佔用權；或
- (ii) 分租，除非分租予已建成或擬建的一座或多座建築物的住宅單位的住客。但在任何情況下，不得轉讓超過3個住宅停車位及住宅電單車停車位予該地段已建成或擬建的一座或多座建築物的任何一個住宅單位的擁有人，或不得分租超過3個住宅停車位及住宅電單車停車位予該地段已建成或擬建的一座或多座建築物的任何一個住宅單位的住戶。
- (b) 儘管有本特別條件(a)分條的規定，如事先獲得署長書面同意，買方可將所有住宅停車位及住宅電單車停車位轉讓，但只限於轉讓予買方全資擁有的附屬公司。
- (c) 本特別條件(a)分條不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 為免存疑，本特別條件(a)及(b)分條不適用於殘疾人士停車位。」

19. 批地文件特別條件第(32)條規定：

「根據特別條件第(27)(e)、(28)(a)(i)及(28)(a)(ii)條(可按照本批地文件特別條件第(29)條調整)及第(27)(a)(iii)條於該地段提供的車位以及殘疾人士停車位須指定為並構成公用地方。」

20. 批地文件特別條件第(35)條規定：

- 「(a) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否經署長事先書面同意，不論是否位於該地段內或任何政府土地內，亦不論進行上述工程的目的是為買方進行開拓、平整或發展工程或其於批地文件條件下需要進行的任何其他工程的目的或與其有關連的目的或任何其他目的，買方須自費進行及建造該等於當時或其後有需要之斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。買方須於批地文件年期內的所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，致使署長滿意。
- (b) 本特別條件(a)分條不影響根據本批地文件，特別是本批地文件特別條件第(34)條賦予政府的權利。
- (c) 若由於買方進行的開拓、平整或發展工程或其他工程或任何其他原因而導致或引起任何泥土剝落、泥石傾瀉或土地下陷於任何時間內發生，不論是否於或自該地段內的任何土地或自任何毗鄰或毗連的政府土地或出租土地，買方須自費還原和修復致使署長滿意，並須就通過或由於該等泥土剝落、泥石傾瀉或土地下陷而將會或可能造成、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理人及承辦商。
- (d) 除了批地文件訂明就任何違反其條款而有的權利或濟助外，署長亦有權以書面通知形式要求買方進行、興建及保養上述土地、斜坡整理工程、護土牆、或其他支撐、防護措施、及排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如買方忽略或未能在指明期限內遵行該通知致使署長滿意，署長可即執行和進行任何有需要的工程，而買方須應要求向政府歸還該工程的費用連同任何行政及專業費用和收費。」

21. 批地文件特別條件第(37)條規定：

「如在開發或重新開發該地段或其任何部分時已安裝預應力地錨樁基，買方須自費在預應力地錨樁基的使用年期定期保養和檢驗預應力地錨樁基，須令署長滿意，並在署長不時自行酌情要求時向署長提供上述檢驗工程的報告和資料。如買方疏忽或沒有進行上述檢驗工程，署長可立即執行及進行上述檢驗工程。買方須在要求時向政府歸還因此產生的費用。」

22. 批地文件特別條件第(38)條規定：

- 「(a) 如來自該地段或來自該地段任何發展項目影響的其他地方的泥土、泥石、碎石、建築廢物或建材(以下簡稱「廢物」)受侵蝕、沖流或傾倒在公眾巷或道路上，又或在路旁暗渠、前濱或海床、污水管、雨水渠或溝壑或其他政府產業(以下統稱「政府產業」)之內或之上，買方必須自費清理廢物及對政府產業的任何損毀修理妥善。買方並須就因該等侵蝕、沖流或傾倒導致私人物業蒙受任何損害或滋擾而產生的所有訴訟、索償及要求須向政府作出彌償。
- (b) 儘管有本特別條件(a)分條的規定，署長仍可(但無責任必須)因應買方要求清理廢物並對政府產業的任何損毀修理妥善。買方須在政府要求時向政府支付有關費用。」

23. 批地文件特別條件第(39)條規定：

「買方須於任何時候，尤其是當進行建造、保養、更新或維修工程(以下簡稱「該等工程」)時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對置於或行經該地段、黃色範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置(以下簡稱「該等服務」)造成損壞、干擾或阻礙。買方須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之現時位置及水平，及須就如何處理或會受該等工程影響之任何該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。買方須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何有需要的改道、重鋪或恢復原狀的開支。買方須自費在各方面維修、修復及還原所有因該等工程而起對該地段或黃色範圍或其任何部分或任何該等服務以任何方式造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且買方須應要求向政府支付上述工程之費用)。若買方未能對該地段、黃色範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及還原致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺及還原，且買方須應要求向政府支付上述工程之費用。」

24. 批地文件特別條件第(40)條規定：

- 「(a) 買方須自費建造及保養署長認為有需要的水渠及渠道(不論是否位於該地段範圍內或政府土地上)，以將落在或流經該地段上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，致使署長滿意;且買方須就因該等雨水造成的任何損壞或滋擾而起的所有訴訟、申索及索求全數負責及彌償政府及其人員。
- (b) 將該地段任何排水渠及污水渠與政府雨水渠及污水渠(若已鋪設及投入運作)連接的工程，可由署長進行，而署長對買方就任何由此而起的損失或損壞並無責任，且買方須應要求向政府支付該接駁工程之費用。另一選擇是，買方可自費進行該接駁工程致使署長滿意，而在此情況下，上述接駁工程於政府土地上的任何部分須由買方自費保養，且須應要求由買方交回政府以供政府自費進行將來的保養;買方亦須應要求向政府繳付該接駁工程技術審核的費用。若買方未能保養上述接駁工程位於政府土地內的任何部分，署長可進行該等其認為有需要的保養工程，且買方須向政府繳付該等工程的費用。」

25. 批地文件特別條件第(44)條規定：

- 「(a) 買方須於 2021年12月31日#或其他署長可能批准之日期當日或之前自費：
- (i) 就自動讀錶系統(下稱「AMR」)外站之提供及安裝提交或促使提交書面建議書予水務監督供其批准，該建議書須包括水務監督要求之資料和詳情，包括但不限於顯示將按本特別條件(a)(ii)款提供及安裝之AMR外站位置之布局圖、組成AMR外站之AMR設備之編排和附屬詳情、及指定放置AMR設備之範圍或空間；及
- (ii) 提供及安裝水務監督於本特別條件(a)(i)款下批准的AMR外站(下稱「AMR外站」，為免生疑，該表述包括必需之電線管、電線、AMR設備安裝在其中的AMR錶板及其他水務監督要求或批准的其他設施及設備)，致使水務監督於各方面滿意。

備註：#憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函（建築規約延長寬免）」，此日期已延至2022年6月30日。

- (b) 直至水務監督已經批准本特別條件(a)(i)款提及之建議書，買方不得展開任何工程提供及安裝AMR外站。
- (c) 買方須於批地文件年期內自費維修、保養、修理及管理AMR外站使其處於維修妥善及操作良好的狀況，直至其按本特別條件(g)款交予水務監督，致使水務監督於各方面滿意。
- (d) 水務監督有權按其絕對酌情權於任何時間送達書面通知予買方要求買方拆除或移走置於指定放置AMR設備之範圍和空間上、上空或下、或堆疊在其中或其上之物件或材料及按水務監督意見(其意見屬最終及對買方有約束力)阻礙或干擾AMR外站之放置、操作和維修之物件和材料。買方於收到上述書面通知時須於上述書面通知所訂時限內自費拆除或移走該等物件或材料及將該拆除或移走工程影響之範圍或空間回復原狀及維修，致使水務監督於各方面滿意。
- (e) 若買方未能履行本特別條件下之責任，水務監督可進行所需工程，費用由買方負責，買方須於水務監督要求時支付水務監督等同工程成本之金額，金額由水務監督決定，其決定屬最終及對買方有約束力。
- (f) 買方須於批地文件年期內任何時候允許水務監督及其人員、承辦商、代理人及工人及任何獲水務監督授權之人士攜同或不攜同工具、設備、機器、機械或汽車就以下目的有權自由無阻進出往返及穿越該地段或其任何部分及其上已建或擬建之建築物：
 - (i) 檢查及審查任何按本特別條件(a)(ii)、(c)及(d)款將進行的任何工程；
 - (ii) 按本特別條件(e)款進行任何工程；及
 - (iii) 按本特別條件(g)款將AMR外站交予水務監督後，檢查、操作、保養、維修及更新AMR外站。
- (g) 買方須於被水務監督要求時及於水務監督訂明之時間內將AMR外站交予水務監督而水務監督無需支付任何費用或賠償，惟水務監督並無責任於買方要求時接管AMR外站，但水務監督可於按其絕對酌情權認為合適時接管AMR外站。
- (h) 就因買方履行本特別條件(a)(ii)、(c)、(d)及(f)款下的責任、或因進行、檢查、審查及監督本特別條件(e)款下之工程、或因政府、水務監督、其人員、承辦商、代理人及工人及任何獲水務監督授權之人士行使本特別條件(f)款下賦予之任何權利而起或與之有關之任何對買方造成或令買方蒙受的損失、損壞、滋擾或干擾，政府、水務監督、其人員、承辦商、代理人及工人及任何獲水務監督授權人士概不承擔任何責任，而買方亦不得針對上述任何人就該等損失、損壞、滋擾或干擾提出任何申索。
- (i) 買方須於所有時間就不論直接或間接因AMR外站之提供、安裝、維修、保養、修理及管理而起或與之有關或與本特別條件(e)款下之工程有關之任何形式之責任、損失、賠償、支出、申索、成本、收費、索求、法律行動及程序彌償政府、水務監督及其人員、承辦商、代理人及工人及任何按本特別條件(h)款獲水務監督授權之人士及使其維持獲彌償。
- (j) 就本特別條件(a)、(b)、(c)及(g)款而言，「買方」一詞不包括其承讓人。」

備註：

1. 詳情請參考「批地文件」。「批地文件」全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
2. 除非本售樓說明書另有規定，本批地文件的摘要內所採用的詞彙與該詞彙在租契內的意思相同。

26. 批地文件特別條件第(45)條規定：

「買方須於遵守本批地文件特別條件第(8)條時或之前，自費就該地段上的已建或擬建建築物從香港綠色建築議會或署長可批准的其他同等機構取得「暫定金級」或以上。」

1. The Development is situated on New Kowloon Inland Lot No. 6565 ("the Lot") which is held under the Conditions of Sale No. 20283 dated 29 November 2016 ("the Land Grant").

2. The Lot is granted for a term of 50 years commencing from 29 November 2016.

3. Special Condition No. (9) 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 office, godown, hotel and petrol filling station) purposes.

(b) Any building or part of any building erected or to be erected on :

(i) the area shown coloured pink on the plan annexed hereto (hereinafter referred to as "the Pink Area") shall not be used for any purpose other than for private residential purposes; and

(ii) the areas respectively shown coloured pink stippled black and pink stippled black cross-hatched green on the plan annexed hereto (hereinafter respectively referred to as "the Pink Stippled Black Area" and "the Pink Stippled Black Cross-hatched Green Area") shall not be used for any purpose other than for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes."

4. Special Condition No. (43) 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. "

5. General Condition No. (7) of the Land Grant stipulates that :

"(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:

(i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto, and

(ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."

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

"(a) The Purchaser shall :

(i) on or before the 31st day of December 2021[#] or such other date 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 accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (7) hereof and in all respects to the satisfaction of the Director lay, form, surface and drain the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as "the Yellow Area") for the purpose of providing therein an emergency vehicular access in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation; and

(ii) maintain at his own expense the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, signages and lightings constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered in accordance with Special Condition No. (3) hereof.

(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

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

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

"For the purpose only of carrying out the necessary works specified in Special Condition No. (2) hereof, the Purchaser shall be granted possession of the Yellow Area on a date to be specified in a letter from the Director, such date to be not later than the 1st day of January 2019. The Yellow Area shall be re-delivered to the Government on demand."

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

"The Yellow Area shall not be used for any purpose other than as an emergency vehicular access and in particular the Yellow Area shall not be used for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (2) hereof except with the prior written consent of the Director."

Note: [#]Such date has been extended to 30 June 2022 by virtue of the "Letter (Concession to Building Covenant Extension)" dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

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

"Notwithstanding Special Condition No. (4) hereof :

- (a) the Purchaser shall while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public pedestrian traffic at all times 24 hours a day free of charge without any interruption and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (2) hereof or otherwise; and
- (b) the Purchaser shall at all reasonable times while he is in the possession of the Yellow Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Yellow Area for purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) hereof and any other works which the Director may consider necessary in the Yellow Area."

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

- "(a) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Yellow Area which shall include details as to the level and design of the Yellow Area and any other details as the Director may require.
- (b) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
- (c) The plans of the Yellow Area approved under this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (d) No building works shall be commenced on or within the Yellow Area or any part thereof unless and until the plans referred to in sub-clause (a) of this Special Condition have been approved in writing by the Director, and for the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

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

"The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2021[#]."

12. Special Condition No. (10) 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."

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

- "(a) The Purchaser 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 30% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 66% of the 30% 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) Without prejudice to sub-clause (b)(ii) of this Special Condition, the Greenery Area or any part or parts thereof shall be provided within such portion of the area shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") located within 3 metres from the boundary of the lot between the points A and B as shown and marked on the plan annexed hereto.
- (iv) Not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (b)(i) of this Special Condition.
- (v) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(i) of this Special Condition and which area constitutes the roof area of any building or buildings referred to in sub-clause (b)(iv) of this Special Condition shall be final and binding on the Purchaser.
- (vi) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape 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 Purchaser 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.(24)(a)(v) hereof."

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

- "(a) Except for the Columns, no building, structure, support for any building or structure, or projection shall be erected or constructed within the Pink Stippled Black Cross-hatched Green Area at the ground level extending upwards to a height of no less than 4.2 metres.
- (b) The Purchaser shall at his own expense on or before the 31st day of December 2021[#] lay, form, construct and provide a passage over and along the Pink Stippled Black Cross-hatched Green Area at the ground level and extending upwards from the ground level to a height of no less than 4.2 metres (hereinafter referred to as "Public Passage Area") in such manner, with such materials and to such standards, levels and designs as the Director shall approve or require and in all respects to the satisfaction of the Director.

- (c) The Purchaser shall throughout the term hereby agreed to be granted and in all respects to the satisfaction of the Director allow all members of the public for all lawful purposes free and uninterrupted access at all times 24 hours a day and without payment of any nature whatsoever on foot or by wheelchairs, on, over, through and along the Public Passage Area.
- (d) The Public Passage Area shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(a)(iii) hereof.
- (e) The Purchaser shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (c) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Public Passage Area to the public for the right of passage.
- (g) It is expressly agreed, declared and provided that the obligation on the part of the Purchaser contained in sub-clause (c) 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 Purchaser 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.
- (h) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level referred to in sub-clauses (a) and (b) of this Special Condition shall be final and binding on the Purchaser."

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

- "(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area and the total site coverage respectively stipulated in Special Conditions Nos. (12)(a)(iii) and (12)(a)(iv) hereof, subject to Special Condition No.(42)(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.
- (c) In the event that any part of the Facilities is exempted from the gross floor area and the site coverage calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities") :
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof;

- (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."

16. Special Condition No. (27) 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 the following rates :
 - (l) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, 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 or to a number 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 160 square metres | One space for every 1.6 residential units or part thereof |
| Not less than 160 square metres | One space for every residential unit |

- (II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or are provided within the lot, at the following rates:
 - (A) one space for each such house where its gross floor area is less than 160 square metres;
 - (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
 - (C) two spaces for each such house where its gross floor area is not less than 220 square metres.

For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition 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 in sub-clause (a)(i)(I) of this Special Condition and 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 is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (12)(a)(iii) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the 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 Condition No.(12)(a)(iii) 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 :

$$\frac{\text{The total gross floor area of the Residential Common Area}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}} \times \frac{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

(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 residential units in 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 3 spaces for every block of residential units, or

(II) at such other rates as may be approved by the Director. For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (29) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively set out in sub-clauses (a)(i) and (a)(iii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (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, at a rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes unless the Director consents to another rate.

(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 (as may be varied under Special Condition No. (29) hereof) 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 purposes stipulated in sub-clause (b)(i) of this Special Condition 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)(I) and (b)(i) (as may be varied under Special Condition No. (29) hereof) and sub-clause (a)(iii) of this Special Condition, the Purchaser 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 or designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Purchaser 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 Disabled Persons.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(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 :

- (l) one space for every 100 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"). For the purpose of this sub-clause (d)(i)(l), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit; and the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser; and
- (ll) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (29) hereof).
If the number of spaces to be provided under this sub-clause (d)(i) 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)(ll) of this Special Condition (as may be varied under Special Condition No. (29) hereof) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of this Special Condition 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) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rates as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (f) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a)(i) and (b)(i) of this Special Condition (as may be varied under Special Condition No. (29) hereof) and sub-clause (a)(iii) 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 Disabled Persons shall be as the Building Authority may require and approve.

- (iii) Each of the spaces provided under sub-clause (d)(i) of this Special Condition (as may be varied under Special Condition No. (29) hereof) 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.
- (iv) Each of the spaces provided under sub-clause (e) of this Special Condition (as may be varied under Special Condition No. (29) hereof) shall be of such dimensions as may be approved in writing by the Director.
- (g) The Purchaser shall :
 - (i) on or before the 31st day of December 2021[#] or such other date as may be approved by the Director, at his own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations respectively made thereunder and any amending legislation :
 - (l) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a), (b), (c) and (d) of this Special Condition; and
 - (ll) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (g)(i)(l) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a), (b) and (c) of this Special Condition with at least one electric vehicle medium charger for each of such parking spaces; and
 - (ii) throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities and electric vehicle medium chargers required to be provided and installed under sub-clauses (g)(i)(l) and (g)(i)(ll) of this Special Condition in good repair and operational condition."

17. Special Condition No. (28) of the Land Grant stipulates that :

- "(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
 - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units and for the purpose of this sub-clause (a)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units, and the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser; and
 - (ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes subject to a minimum of one space being provided.

Note: [#]Such date has been extended to 30 June 2022 by virtue of the "Letter (Concession to Building Covenant Extension)" dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

- (b) Each of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be varied under Special Condition No. (29) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded."

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

- "(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be :
 - (i) assigned except :
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) For the avoidance of doubt, sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons. "

19. Special Condition No. (32) of the Land Grant stipulates that :

- "The spaces provided within the lot in accordance with Special Conditions Nos. (27)(e), (28)(a)(i) and (28)(a)(ii) (as may be varied under Special Condition No. (29) hereof) and Special Condition No. (27)(a)(iii) hereof and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas."

20. Special Condition No. (35) 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 Purchaser under these Conditions, or for any other purpose, the Purchaser 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 Purchaser 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. (34) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, 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 Purchaser 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 Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

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

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

22. Special Condition No. (38) 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 Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.”

23. Special Condition No. (39) of the Land Grant stipulates that :

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

24. Special Condition No. (40) of the Land Grant stipulates that :

- “(a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.”

25. Special Condition No. (44) of the Land Grant stipulates that :

- “(a) The Purchaser shall on or before the 31st day of December 2021[#] or such other date as may be approved by the Director, at his own expense :
- submit or cause to be submitted to the Water Authority for his approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as “AMR”) outstation or outstations which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and;
 - provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as “the AMR Outstation(s)”, which expression shall, for the avoidance of doubt, include the necessary cable conduits, cables, an AMR panel in which the AMR equipment are installed and other facilities and equipment as the Water Authority may require or approve) in all respects to the satisfaction of the Water Authority.

Note: [#]Such date has been extended to 30 June 2022 by virtue of the “Letter (Concession to Building Covenant Extension)” dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

- (b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.
- (c) The Purchaser shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (d) The Water Authority shall, at any time at his absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (e) In the event of non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.
- (f) The Purchaser shall, at all times throughout the term hereby agreed to be granted, permit the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of :
 - (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;
 - (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
 - (iii) inspecting, operating, maintaining, repairing and renewing the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.

- (h) The Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorized by the Water Authority shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a)(ii), (c), (d) and (f) of this Special Condition or the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of this Special Condition, and no claim whatsoever shall be made against any of them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (i) The Purchaser shall at all times indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority under sub-clause (h) of this Special Condition from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.
- (j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns."

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

"The Purchaser shall, on or before compliance with Special Condition No. (8) hereof, at his own expense obtain a Provisional Gold Rating or above for the building or buildings erected or to be erected on the lot from the Hong Kong Green Building Council or such other equivalent bodies as may be approved by the Director."

Notes:

1. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.
2. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Government Lease.

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

1. 描述
 - (a) 批地文件特別條件第(2)條所提述的黃色範圍；
 - (b) 批地文件特別條件第(15)條所提述的公眾通道範圍。
2. 公眾有權按照批地文件使用該等設施。

B. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

1. 描述
批地文件特別條件第(2)條所提述的黃色範圍。
2. 公眾有權按照批地文件使用該設施。
3. 該設施按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持，以及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

C. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

不適用。

D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。

E. 顯示該等設施的位置的圖則

見本節結尾所示之圖則。

F. 批地文件中關於該等設施的條文

1. 批地文件特別條件第(2)條規定：
「(a) 買方須：
 - (i) 於2021年12月31日[#]或署長可能批准的其他日期當日或之前，自費以署長批准的方式和物料，按署長批准的標準、水平、定線及設計，及按隨附工程規格附表(以下簡稱「工程規格附表」)及本協議特別條件第(7)條下批准的圖則規定鋪設、塑造於隨附圖則以黃色顯示的範圍(以下簡稱「黃色範圍」)並在該處提供路面及排水渠，致使署長在各方面滿意，以便於該處提供符合《建築物條例》、其任何附屬規例及任何修訂法例規定的緊急車輛通道；及
 - (ii) 自費保養黃色範圍及在該處所建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、標誌及照明設備，以令署長滿意，直至黃色範圍的管有權按照本協議特別條件第(3)條交回予政府。

- (b) 若買方未能於本特別條件(a)款所指明的日期或署長可能批准的其他日期之前履行該款所述之責任，政府可進行所需之工程，惟費用由買方支付，就此買方須應政府要求向政府繳付一筆相等於上述工程費用之款項，該款項由署長釐定，此決定為最終決定並對買方具約束力。
- (c) 因買方履行本特別條件(a)款的義務或政府行使本特別條件第(b)款的權利的原因而引致或伴隨對買方或任何其他人士造成的或蒙受的任何損失，損壞、滋擾或干擾，政府概不承擔任何責任，買方亦不得就任何該等損失、損壞、滋擾或干擾向政府提出任何申索。」

2. 批地文件特別條件第(3)條規定：
「僅為了進行本協議特別條件第(2)條指明須進行的工程，買方將於署長向其發出的信件中所指明的日期被賦予黃色範圍的管有權，該日期不應遲於2019年1月1日。黃色範圍須應政府要求交回政府。」
3. 批地文件特別條件第(4)條規定：
「未經署長事先書面同意，黃色範圍不得用作緊急車輛通道之外的任何用途，並不得用作儲存用途或任何臨時構築物之建造或任何除進行本協議特別條件第(2)條指明之工程外之用途。」
4. 批地文件特別條件第(5)條規定：
「即使本協議特別條件第(4)條已有規定：
 - (a) 買方須在其管有黃色範圍期間內容許所有政府及公眾行人交通每天24小時免費並不受任何干擾地在黃色範圍之上或沿著黃色範圍自由出入，並確保此出入不會受進行本協議特別條件第(2)條指明之或其他工程干擾或妨礙；及
 - (b) 買方須在其管有黃色範圍期間的所有合理時間內允許政府、署長及其人員、承辦商及代理人及任何獲署長授權人士有權進出往返及穿越該地段及黃色範圍，以便視察、檢查及監督任何須按本協議特別條件第(2)(a)條進行的工程，及進行、視察、檢查及監督根據本協議特別條件第(2)(b)條進行的工程及任何其他署長認為有需要在黃色範圍內進行的工程。」
5. 批地文件特別條件第(6)條規定：-
「(a) 署長有權對工程規格附表作出根據其絕對酌情權視為適當之修訂、更改、變更、修改或替代。
(b) 除非獲得署長事先書面批准，否則不得修訂、更改、變更、修改或替代工程規格附表。
(c) 任何署長按本特別條件(a)款或買方按本特別條件(b)款獲署長批准而作出的修訂、更改、變更、修改或替代須視作被納入工程規格附表並構成其部分。
(d) 如署長(其意見為最終意見並對買方有約束力)認為工程規格附表的條文與本條件相抵觸，以本條件為準。」
6. 批地文件特別條件第(7)條規定：
「(a) 買方須向署長呈交或安排呈交黃色範圍的圖則供其書面批准，圖則須包括黃色範圍的水平和設計細節及署長要求的任何其他細節。
(b) 黃色範圍的圖則獲批准後，除非獲得署長事先書面批准或應署長要求，不得修訂變更、修改或替代該圖則。
(c) 本特別條件下獲批准的黃色範圍的圖則須被視作納入任何署長其後批准或要求的修訂、更改、變更、修改或替代。
(d) 本特別條件(a)款提及的圖則獲署長書面批准前不得在黃色範圍或其任何部分開始任何建築工程，就本條件而言，「建築工程」須按《建築物條例》、其附屬規例及修訂法例定義。」

備註：[#]憑藉日期為2020年8月10日並於土地註冊處註冊，註冊摘要編號為20090300630084的「信函（建築規約延長寬免）」，此日期已延至2022年6月30日。

7. 批地文件特別條件第(15)條規定：

- 「(a) 除支柱外，不得於粉紅色加黑點間綠色交叉斜線範圍內地面水平豎建或建造向上延伸不少於4.2米的高度的建築物、構築物、任何建築物或構築物的支撐或伸出物。
- (b) 買方須於2021年12月31日[#]或之前自費以署長要求或批准的方式和物料，按署長要求或批准的標準、高度及設計，在粉紅色加黑點間綠色交叉斜線範圍的地面水平鋪設、塑造、興建及提供一條由地面水平向上延伸不少於4.2米的高度的通道(以下簡稱「公眾通道範圍」)，致使署長在各方面滿意。
- (c) 買方須於批地文件年期內容許所有公眾人士每天24小時及毋須繳付任何形式的費用，為所有合法目的徒步或以輪椅自由並不受干擾地出入公眾通道範圍以及其上、其內和沿路，致使署長在各方面滿意。
- (d) 公眾通道範圍不納入本協議特別條件第(12)(a)(iii)條提及的整體總樓面面積的計算。
- (e) 買方須於批地文件年期內自費維修、保養、修理及管理公眾通道範圍及構成或附屬於公眾通道範圍的所有物件使其處於修葺良好堅固的狀態，並致使署長在各方面滿意。
- (f) 現特此協定、宣布及提議，就向買方施加本特別條件(c)款下的義務，買方並無意圖政府亦不同意其撥出公眾通道範圍為公眾提供通行權。
- (g) 現特此協定、宣布及提議，買方在本特別條件(c)款下的義務將不會引起買方對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文的寬免或權利產生期望，或就其提出申索。為免生疑問，買方特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文額外上蓋面積及地積比率的寬免或權利的申索。
- (h) 就本特別條件而言，署長就何謂本特別條件(a)及(b)款提及的地面水平的決定為最終決定及對買方有約束力。」

8. 批地文件特別條件第(39)條規定：

「買方須於任何時候，尤其是當進行建造、保養、更新或維修工程(以下簡稱「該等工程」)時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對置於或行經該地段、黃色範圍或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置(以下簡稱「該等服務」)造成損壞、干擾或阻礙。買方須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之現時位置及水平，及須就如何處理或會受該等工程影響之任何該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。買方須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何有需要的改道、重鋪或恢復原狀的開支。買方須自費在各方面維修、修復及還原所有因該等工程而起對該地段或黃色範圍或其任何部分或任何該等服務以任何方式造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且買方須應要求向政府支付上述工程之費用)。若買方未能對該地段、黃色範圍或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及還原致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺或還原，且買方須應要求向政府支付上述工程之費用。」

G. 指明住宅物業的每一公契中關於該等設施的條文：

1. 公契及管理協議的定義規定：

「「黃色範圍」指特別條件第(2)(a)(i)條所定義之「黃色範圍」及按照批地文件規定在該處所已建造或將建造、安裝及提供的所有構築物、路面、溝渠、污水管、排水渠、消防柱、設備、標誌及照明設備。……

「商業屋宇」指「屋苑」內按照「建築圖則」已建或即將建於「該地段」作為商業用途的部分，包括但不限於「商業單位」連同「商業殘障停車位」，「商業上落貨車位」及「公眾通道範圍」，上述於經「認可人士」或代表「認可人士」之人士核正準確的「圖則」以粉紅色顯示，僅供識別。……

「公眾通道範圍」指該條於批地文件特別條件第15(b)所稱之為「公眾通道範圍」的通道，供所有公眾人士每天24小時及毋須繳付任何形式的費用，為所有合法目的並不受干擾地使用。

2. 公契及管理協議第11 (g)條規定：

「為免存疑及儘管「本文契約」另有任何相反規定，現明確聲明，只要「商業屋宇」的業權仍在「第一業主」或單一「業主」，「商業屋宇」的管理和保養須由該「第一業主」或該單一「業主」或其委任的管理人(視乎情況而定)獨力負責。其中「公眾通道範圍」連同所有構成或屬於「公眾通道範圍」的部分須由其「業主」根據批地文件特別批地條款第15(e)條保養。當有任何部分之「商業屋宇」的轉讓(整個「商業屋宇」的轉讓除外)，該「第一業主」或該單一「業主」須以商業屋宇副公契界定商業公用地方，以遵從政府地政署所訂立的相關指引及批地文件。該商業屋宇副公契須經地政署署長事前書面批准。就「本文契約」而言，「商業屋宇的業主」指在「商業屋宇」個別出售前「第一業主」或該單一「業主」。」

3. 公契及管理協議第38(bo)條規定：

「遵從「條例」之規定，「管理人」按照本契約之規定擁有全權鑒於或因應代表所有「業主」管理「屋苑」進行所有必要或恰當的行為及事項，而每名「業主」現不可撤回地委任「管理人」為代理，以處理任何關乎「公用地方與設施」的事宜及所有其他「本契約」授權的事宜。除了「本契約」明確訂立的其他權力，「管理人」擁有全權(但受制於「條例」之規定)鑒於或因應「該地段」和「屋苑」及其管理進行所有必要或恰當的行為及事項，尤其包括以下所述，但毋損前文之一般規定：……

(bo) 維修「黃色範圍」，以令地政總署署長滿意，直至「黃色範圍」的管有權按照批地文件特別條件第3條交回予政府；…」

4. 公契及管理協議第97條規定：

「直至「黃色範圍」的管有權按照批地文件特別批地條款第(3)條交回予政府前，「業主」須：

- (a) 容許所有政府及公眾行人交通每天24小時免費並不受任何干擾地在「黃色範圍」之上或沿著「黃色範圍」自由出入，並確保此出入不會受進行批地文件特別批地條款第(2)條指明之或其他工程干擾或妨礙；及
- (b) 在所有合理時間內允許政府、署長及其人員、承辦商及代理人及任何獲署長授權人士有權進出往返及穿越該地段及「黃色範圍」，以便視察、檢查及監督任何須按批地文件特別批地條款第(2)(a)條進行的工程，及進行、視察、檢查及監督根據批地文件特別批地條款第(2)(b)條進行的工程及任何其他署長認為有需要在「黃色範圍」內進行的工程。

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

1. Description
 - (a) The Yellow Area as referred to in Special Condition No. (2) of the Land Grant;
 - (b) The Public Passage Area as referred to in Special Condition No. (15) of the Land Grant.
2. The general public has the right to use the facilities in accordance with the Land Grant.

B. Any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

1. Description

The Yellow Area as referred to in Special Condition No. (2) of the Land Grant.
2. The general public has the right to use the facility in accordance with the Land Grant.
3. The facility is required to be managed, operated or maintained at the expense of the owners of the residential properties in the development and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facility through the management expenses apportioned to the residential properties concerned.

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

Not applicable.

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

Not applicable.

E. A plan that shows the location of those facilities

See the plan at the end of this section.

F. Provisions of the land grant that concern those facilities

1. Special Condition No.(2) of the Land Grant stipulates that :
 - “(a) The Purchaser shall :
 - (i) on or before the 31st day of December 2021[#] or such other date 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 accordance with the Technical Schedule annexed hereto (hereinafter referred to as “the Technical Schedule”) and the plans approved under Special Condition No. (7) hereof and in all respects to the satisfaction of the Director lay, form, surface and drain the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as “the Yellow Area”) for the purpose of providing therein an emergency vehicular access in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation; and

- (ii) maintain at his own expense the Yellow Area together with all structures, surfaces, gullies, sewers, drains, fire hydrants, services, signages and lightings constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered in accordance with Special Condition No. (3) hereof.

- (b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

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

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

“For the purpose only of carrying out the necessary works specified in Special Condition No. (2) hereof, the Purchaser shall be granted possession of the Yellow Area on a date to be specified in a letter from the Director, such date to be not later than the 1st day of January 2019. The Yellow Area shall be re-delivered to the Government on demand.”

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

“The Yellow Area shall not be used for any purpose other than as an emergency vehicular access and in particular the Yellow Area shall not be used for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (2) hereof except with the prior written consent of the Director.”

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

“Notwithstanding Special Condition No.(4) hereof :

- (a) the Purchaser shall while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public pedestrian traffic at all times 24 hours a day free of charge without any interruption and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (2) hereof or otherwise; and

- (b) the Purchaser shall at all reasonable times while he is in possession of the Yellow Area permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) hereof and any other works which the Director may consider necessary in the Yellow Area.”

Note: [#]Such date has been extended to 30 June 2022 by virtue of the “Letter (Concession to Building Covenant Extension)” dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

5. Special Condition No.(6) of the Land Grant stipulates that :
 - “ (a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.
 - (b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Purchaser except with the prior written approval of the Director.
 - (c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Purchaser as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.
 - (d) If in the opinion of the Director (whose opinion shall be final and binding upon the Purchaser) there exists any conflict between the provisions of the Technical Schedule and these Conditions, these Conditions shall prevail.”
6. Special Condition No.(7) of the Land Grant stipulates that :
 - “ (a) The Purchaser shall submit or cause to be submitted to the Director for his written approval plans of the Yellow Area which shall include details as to the level and design of the Yellow Area and any other details as the Director may require.
 - (b) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
 - (c) The plans of the Yellow Area approved under this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
 - (d) No building works shall be commenced on or within the Yellow Area or any part thereof unless and until the plans referred to in sub-clause (a) of this Special Condition have been approved in writing by the Director, and for the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.”
7. Special Condition No.(15) of the Land Grant stipulates that :
 - “ (a) Except for the Columns, no building, structure, support for any building or structure, or projection shall be erected or constructed within the Pink Stippled Black Cross-hatched Green Area at the ground level extending upwards to a height of no less than 4.2 metres.
 - (b) The Purchaser shall at his own expense on or before the 31st day of December 2021[#] lay, form, construct and provide a passage over and along the Pink Stippled Black Cross-hatched Green Area at the ground level and extending upwards from the ground level to a height of no less than 4.2 metres (hereinafter referred to as "Public Passage Area") in such manner, with such materials and to such standards, levels and designs as the Director shall approve or require and in all respects to the satisfaction of the Director.
 - (c) The Purchaser shall throughout the term hereby agreed to be granted and in all respects to the satisfaction of the Director allow all members of the public for all lawful purposes free and uninterrupted access at all times 24 hours a day and without payment of any nature whatsoever on foot or by wheelchairs, on, over, through and along the Public Passage Area.
 - (d) The Public Passage Area shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(a)(iii) hereof.
- (e) The Purchaser shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (c) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Public Passage Area to the public for the right of passage.
- (g) It is expressly agreed, declared and provided that the obligation on the part of the Purchaser contained in sub-clause (c) 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 Purchaser 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.
- (h) For the purposes of this Special Condition, the decision of the Director as to what constitutes the ground level referred to in sub-clauses (a) and (b) of this Special Condition shall be final and binding on the Purchaser.”
8. Special Condition No.(39) of the Land Grant stipulates that :

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

Note: [#]Such date has been extended to 30 June 2022 by virtue of the "Letter (Concession to Building Covenant Extension)" dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities

1. The Definitions of the Deed of Mutual Covenant incorporating Management Agreement provides that, inter alia :
 "Yellow Area" means the "Yellow Area" as defined in Special Condition No.(2)(a)(i) and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, signages and lightings constructed or to be constructed, installed and provided thereon or therein in accordance with the Government Grant.

 "Commercial Accommodation" means such parts of the Estate constructed or to be constructed on the Lot for commercial purposes in accordance with the Building Plans and includes but not limited to the Commercial Units, together with the Commercial Disabled Car Parking Space, the Commercial Loading and Unloading Spaces, and the Public Passage Area which are for identification purpose only shown and coloured Pink on the Plans, the accuracy of which is certified by or on behalf of the Authorized Person.

 "Public Passage Area" means the passage referred to as the "Public Passage Area" in Special Condition No.(15)(b) of the Government Grant for the use by all members of the public 24 hours a day for all lawful purposes free of charge and without any interruption.
2. Clause 11(g) of the Deed of Mutual Covenant incorporating Management Agreement stipulates that :
 "For the avoidance of doubt and notwithstanding anything to the contrary contained in this Deed, it is expressly declared that so long as ownership of the Commercial Accommodation remains vested in the First Owner or one single Owner, the management and maintenance of the Commercial Accommodation (as the case may be) shall be solely undertaken by the First Owner or such Owner or the manager(s) appointed by them (as the case may be) to do so. In particular, the Public Passage Area together with everything forming a part of or pertaining to the Public Passage Area shall be maintained by its Owner in accordance with Special Condition No.(15)(e) of the Government Grant. Upon the assignment of any part of the Commercial Accommodation (except the assignment of the Commercial Accommodation as a whole), the First Owner or such Owner shall designate the commercial common areas by way of a Sub-Deed relating to the Commercial Accommodation in compliance with the relevant guidelines set by the Lands Department of the Government and the Government Grant. The Sub-Deed relating to the Commercial Accommodation shall be subject to the prior written approval of the Director of Lands. For the purpose of this Deed, "Owner of the Commercial Accommodation" shall mean the First Owner or the one single Owner prior to the individual sale of the Commercial Accommodation."

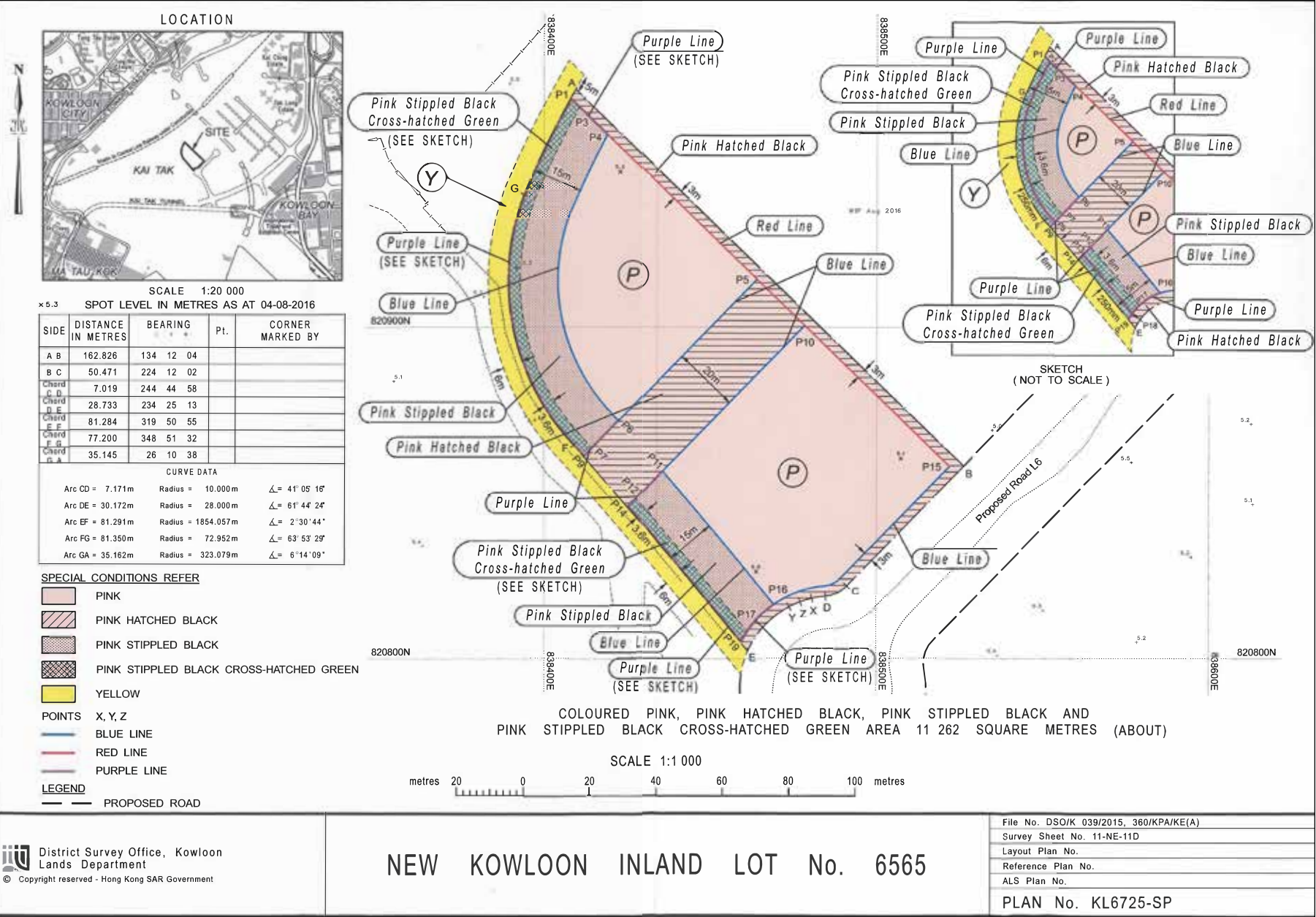
3. Clause 38 (bo) of the Deed of Mutual Covenant incorporating Management Agreement stipulates that :
 "Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing :
 (bo) To maintain the Yellow Area to the satisfaction of the Director of Lands until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant ; ..."
4. Clause 97 of the Deed of Mutual Covenant incorporating Management Agreement stipulates that :
 "Until such time as the possession of the Yellow Area is re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant, the Owners shall :
 (a) allow free access over and along the Yellow Area for all Government and public pedestrian traffic at all times 24 hours a day free of charge without any interruption and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(2) of the Government Grant or otherwise; and
 (b) at all reasonable times permit the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands the right of ingress, egress and regress to, from and through the Lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(2)(b) of the Government Grant and any other works which the Director of Lands may consider necessary in the Yellow Area."

Note: #Such date has been extended to 30 June 2022 by virtue of the "Letter (Concession to Building Covenant Extension)" dated 10 August 2020 and registered in the Land Registry by Memorial No.20090300630084.

16

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

摘錄自批地文件附圖（部分）
Plan extracted from the Land Grant (part)



17 對買方的警告

WARNING TO PURCHASERS

1. 此提示建議你聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表你行事。
2. 如你聘用上述的獨立的律師事務所，以在交易中代表你行事，該律師事務所將會能夠向你提供獨立意見。
3. 如你聘用代表擁有人行事的律師事務所同時代表你行事，而擁有人與你之間出現利益衝突－
 - (i) 該律師事務所可能不能夠保障你的利益；及
 - (ii) 你可能要聘用一間獨立的律師事務所。
4. 如屬3.(ii)段的情況，你須支付的律師費用總數，可能高於如你自一開始即聘用一間獨立的律師事務所須支付的費用。

1. You are recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for you in relation to the transaction.
2. If you instruct such separate firm of solicitors to act for you in relation to the transaction, that firm will be able to give independent advice to you.
3. If you instruct the firm of solicitors acting for the owner to act for you as well, and a conflict of interest arises between the owner and you –
 - (i) that firm may not be able to protect your interests; and
 - (ii) you may have to instruct a separate firm of solicitors.
4. In the case of paragraph 3.(ii), the total solicitors' fees payable by you may be higher than the fees that would have been payable if you had instructed a separate firm of solicitors in the first place.

