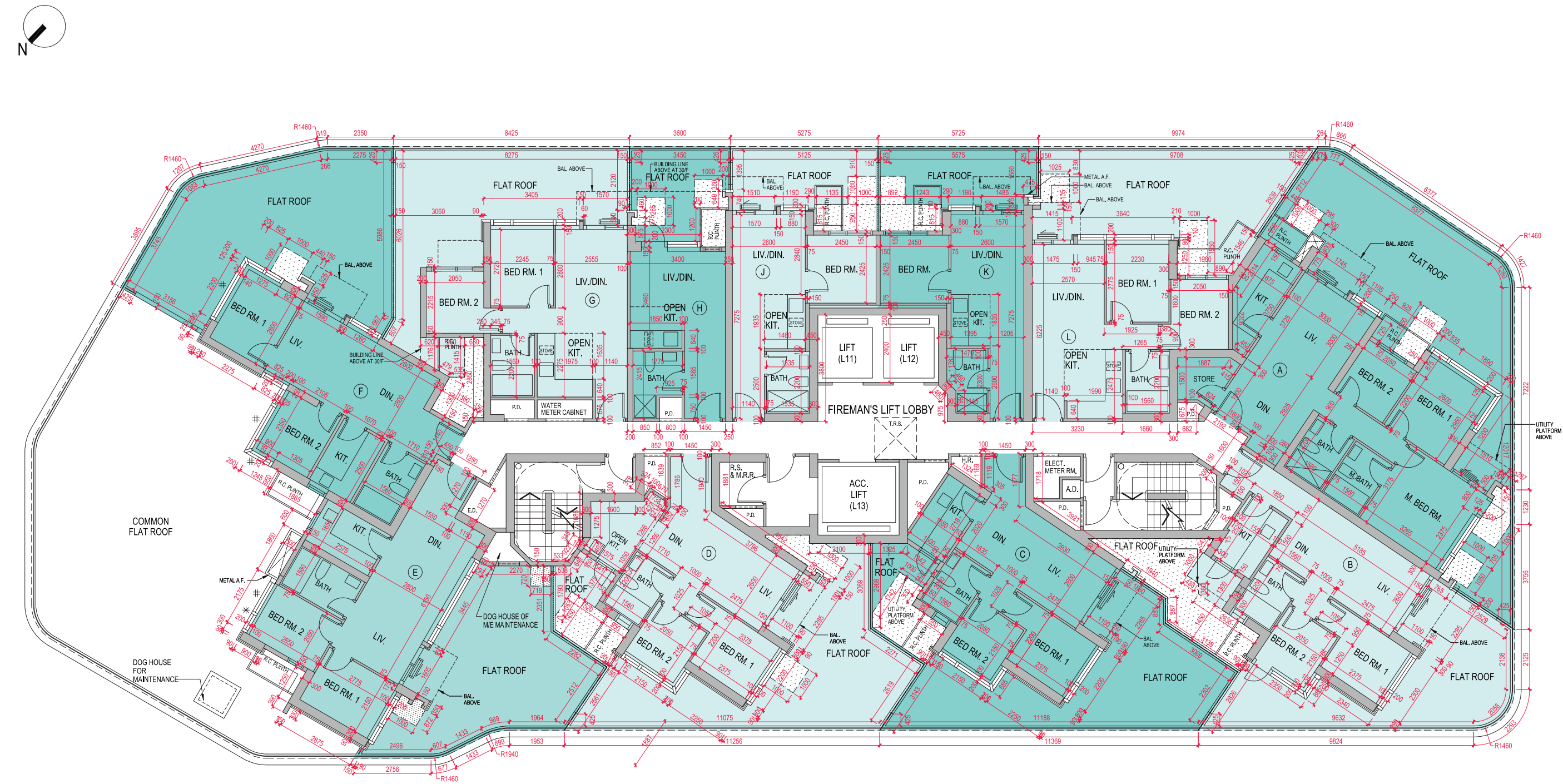


FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 5 - 3RD FLOOR PLAN
第5座 3樓樓面平面圖



LEGEND 圖例

- * : MAINTENANCE WINDOW 維修窗
- # : FIXED GLAZING 固定玻璃

Scale 0 5M (米)
比例

DESIGNATED COMMON AREA FOR MAINTENANCE BY GONDOLA.
指定供以吊船作維修用之公用範圍

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	Tower 5 第5座	3/F 3樓	3100	3100	3100	3100	3100	3100	3100	3100	3100	3100	3100
Thickness of Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)		3/F 3樓	150	150	150	150	150	150	150	150	150	150	150

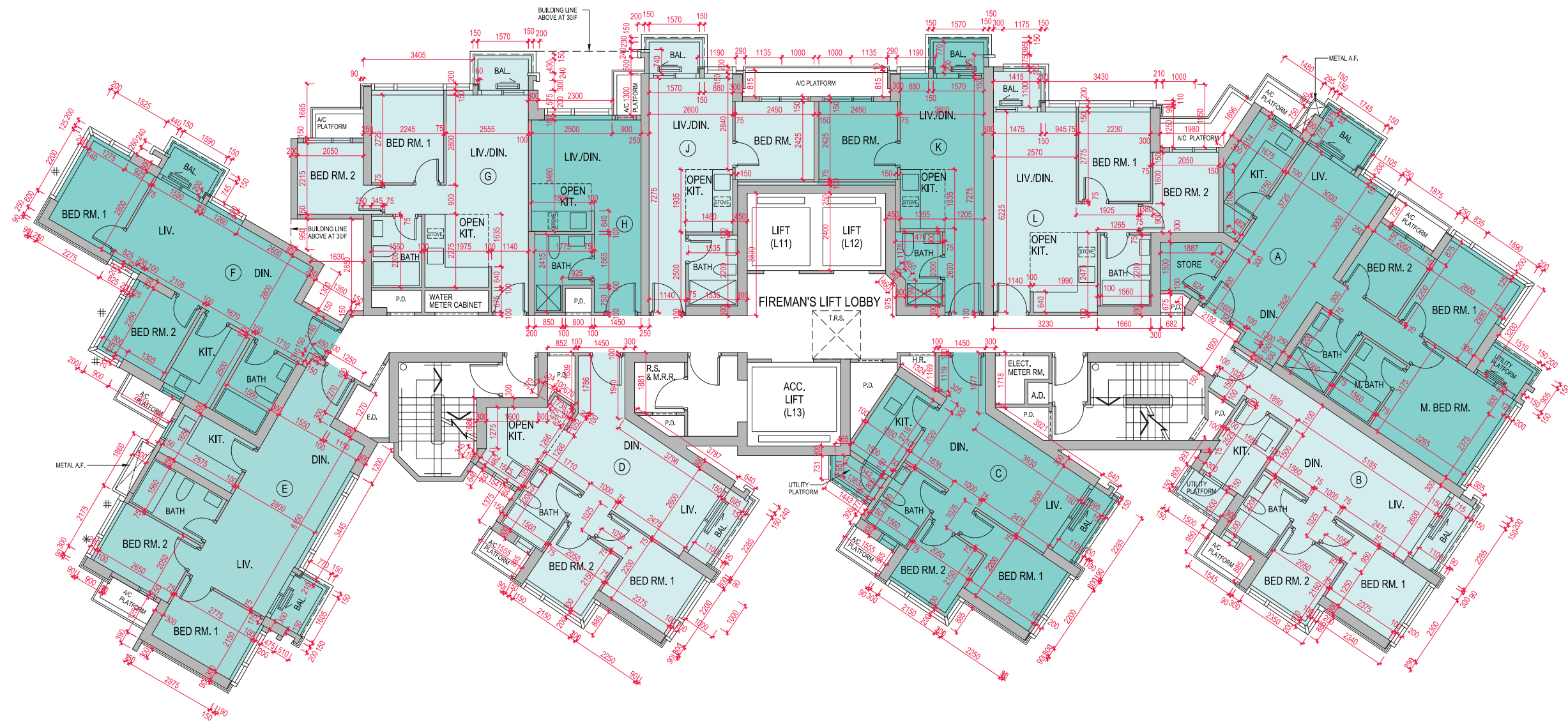
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 5 - 5TH - 29TH FLOOR PLAN (13/F, 14/F & 24/F are omitted)
第5座 5樓至29樓樓面平面圖（不設13樓、14樓及24樓）



LEGEND 圖例
* : MAINTENANCE WINDOW 維修窗
: FIXED GLAZING 固定玻璃

Scale 0 5M (米)
比例

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	Tower 5 第5座	5/F-29/F 5樓至29樓 (13/F, 14/F & 24/F are omitted) (不設13樓、14樓及24樓)	2750*, 3100, 3550*	2750*, 3100, 3450*	2750*, 3100	3100, 3450*	2750*, 3100	2750*, 3100	2750*, 3100, 3450*	3100, 3450*	2750*, 3100	3100	3100
Thickness of Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)		5/F-29/F 5樓至29樓 (13/F, 14/F & 24/F are omitted) (不設13樓、14樓及24樓)	150	150	150	150	150	150	150, 175	150	150	150	150, 175

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）

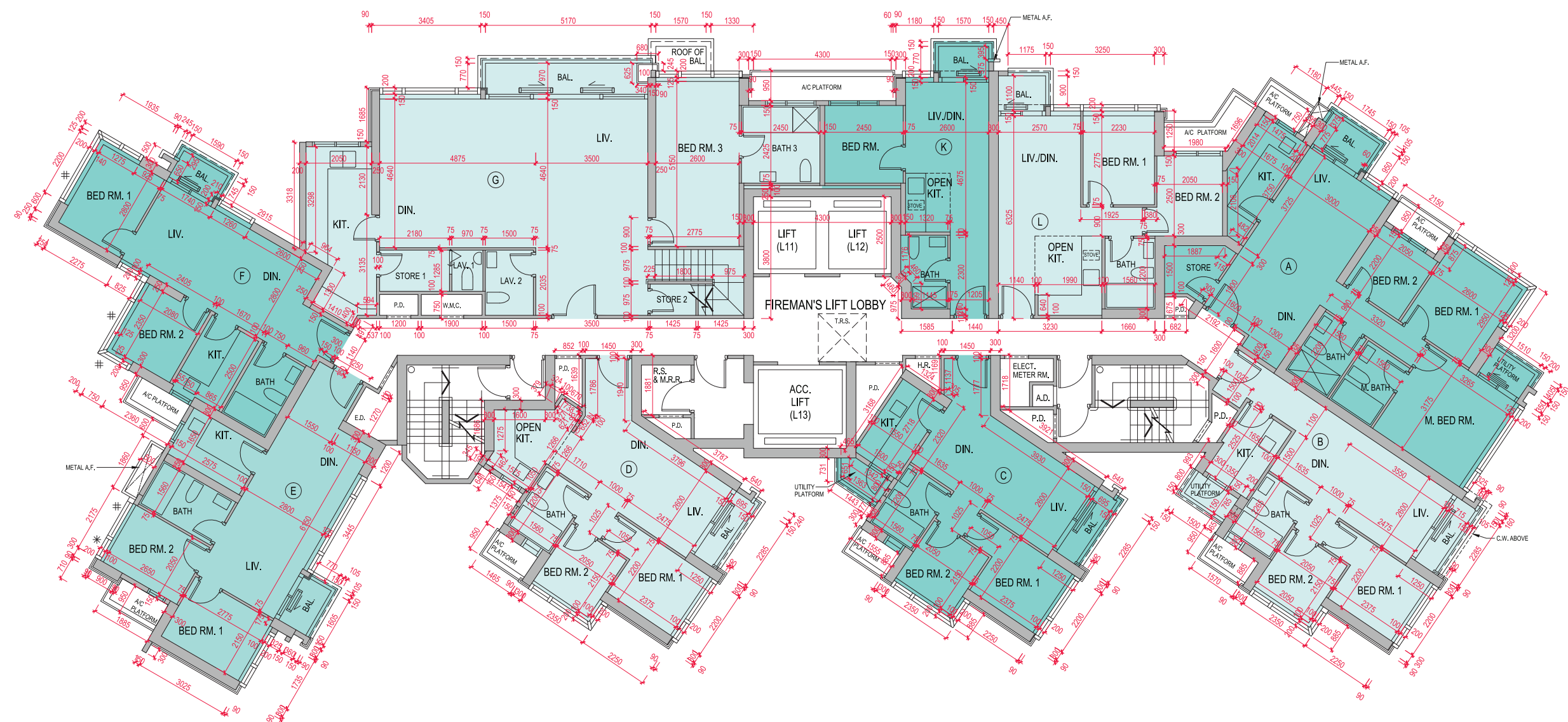
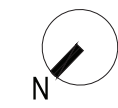
* 只適用於29樓

* Only applicable to 29/F

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 5 - 30TH FLOOR PLAN
第5座 30樓樓面平面圖



LEGEND 圖例
* : MAINTENANCE WINDOW 維修窗
: FIXED GLAZING 固定玻璃

Scale 0 5M (米)
比例

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	Tower 5 第5座	30/F 30樓	3,500	3500, 3850	3500	3500	3500	3500	3150, 3500, 3850	/	/	3500, 3850	3500, 3850
Thickness of Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)		30/F 30樓	150	150	150	150	150	150	150, 175, 250	/	/	150	150, 175

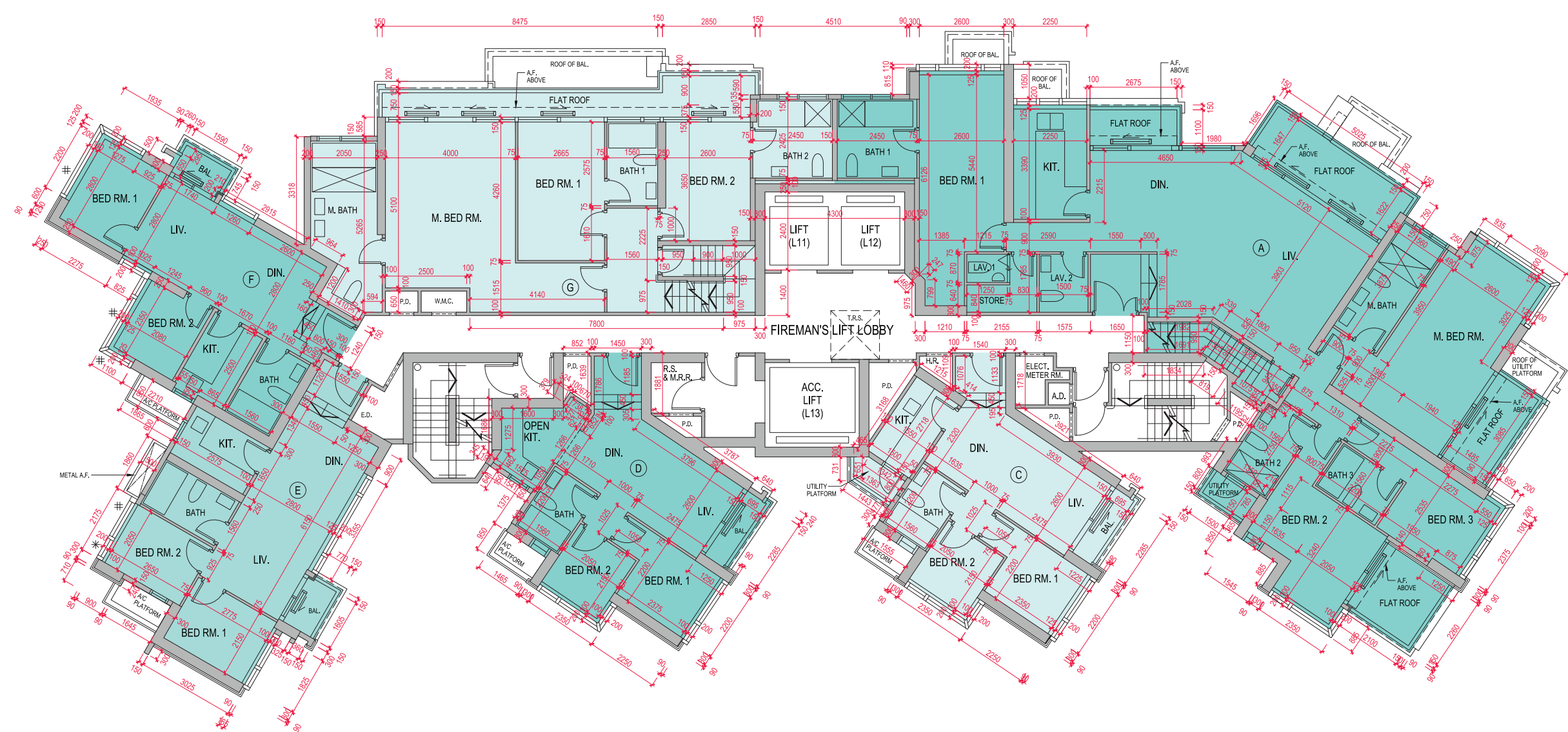
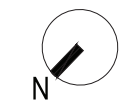
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 5 - 31ST FLOOR PLAN
第5座 31樓樓面平面圖



LEGEND 圖例
* : MAINTENANCE WINDOW 維修窗
: FIXED GLAZING 固定玻璃

Scale 0 5M (米)
比例

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	Tower 5 第5座	31/F 31樓	3,500	/	3,500	3,500	3,500	3,500	3150, 3500, 3850	/	/	/	/
Thickness of Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)		31/F 31樓	150	/	150	150	150	150	150, 175, 250	/	/	/	/

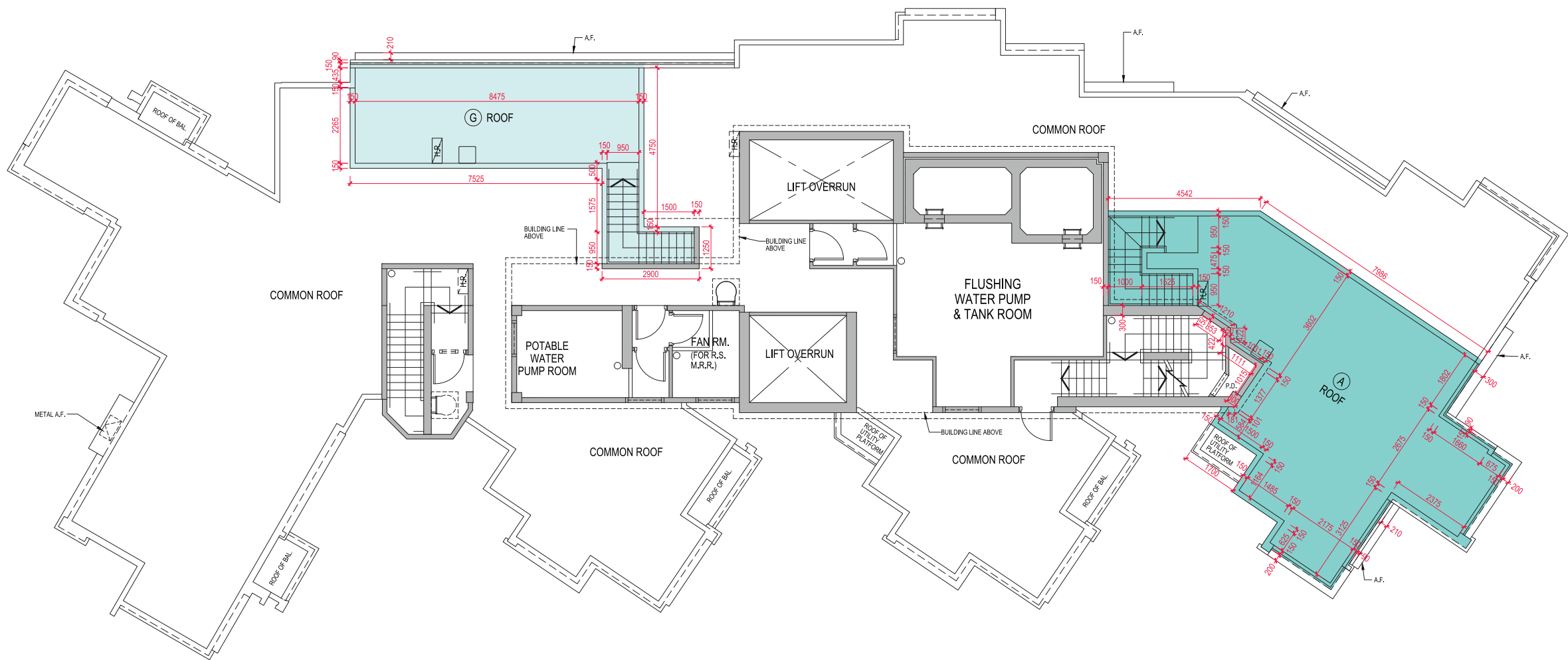
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement required under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

TOWER 5 - ROOF FLOOR PLAN
第5座 天台樓面平面圖



Scale 0 5M (米)
比例

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目的住宅物業的樓面平面圖

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) 層與層之間的高度 (毫米)	Tower 5 第5座	Roof 天台	Not applicable 不適用										
Thickness of Slab (excluding plaster) (mm) 樓板 (不包括灰泥) 的厚度 (毫米)		Roof 天台											

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

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	2/F 2樓	A	118.152 (1272) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	36.758 (396)	-	-	-	-	-	-
		B	112.589 (1212) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	31.303 (337)	-	-	-	-	-	-
		C	74.876 (806) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	64.747 (697)	-	-	-	-	-	-
		D	74.352 (800) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	53.281 (574)	-	-	-	-	-	-
		E	75.246 (810) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	46.326 (499)	-	-	-	-	-	-
		F	75.786 (816) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	66.527 (716)	-	-	-	-	-	-

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

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	3/F - 22/F 3樓至22樓	A	123.501 (1329) Balcony 露台 : 3.702 (40) Utility Platform 工作平台 : 1.647 (18)	-	-	-	-	-	-	-	-	-	-
		B	116.291 (1252) Balcony 露台 : 3.702 (40) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		C	77.332 (832) Balcony 露台 : 2.456 (26) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		D	78.496 (845) Balcony 露台 : 2.592 (28) Utility Platform 工作平台 : 1.552 (17)	-	-	-	-	-	-	-	-	-	-
		E	79.390 (855) Balcony 露台 : 2.592 (28) Utility Platform 工作平台 : 1.552 (17)	-	-	-	-	-	-	-	-	-	-
		F	78.374 (844) Balcony 露台 : 2.588 (28) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the development.
3. 4/F, 13/F, 14/F and 24/F are omitted.
4. Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 本發展項目住宅物業並無陽台。
3. 不設4樓、13樓、14樓及24樓。
4. 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	23/F 23樓	A	123.501 (1329) Balcony 露台 : 3.702 (40) Utility Platform 工作平台 : 1.647 (18)	-	-	-	-	-	-	-	-	-	-
		B	116.291 (1252) Balcony 露台 : 3.702 (40) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
	23/F-25/F (Duplex) 23樓至25樓 (複式)	C	155.138 (1670) Balcony 露台 : 4.266 (46) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	63.899 (688)	-	-	-
		D	155.367 (1672) Balcony 露台 : 3.185 (34) Utility Platform 工作平台 : - (-)	-	-	-	2.073 (22)	-	-	47.131 (507)	-	-	-
	23/F 23樓	E	79.187 (852) Balcony 露台 : 2.592 (28) Utility Platform 工作平台 : 1.552 (17)	-	-	-	-	-	-	-	-	-	-
		F	78.374 (844) Balcony 露台 : 2.588 (28) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
	25/F 25樓	A	188.952 (2034) Balcony 露台 : - (-) Utility Platform 工作平台 : 1.647 (18)	-	-	-	31.378 (338)	-	-	127.573 (1373)	-	-	-
		E	79.187 (852) Balcony 露台 : 2.592 (28) Utility Platform 工作平台 : 1.552 (17)	-	-	-	-	-	-	37.947 (408)	-	-	-
		F	78.374 (844) Balcony 露台 : 2.588 (28) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	30.312 (326)	-	-	-

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

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq. ft. may be slightly different from that shown in sq. m.
- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	2/F 2樓	A	95.199 (1025) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	80.119 (862)	-	-	-	-	-	-
		B	94.881 (1021) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	82.513 (888)	-	-	-	-	-	-
		C	61.261 (659) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	52.245 (562)	-	-	-	-	-	-
		D	75.621 (814) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	56.928 (613)	-	-	-	-	-	-
		E	60.516 (651) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	48.705 (524)	-	-	-	-	-	-
	3/F - 23/F 3樓至23樓	A	98.169 (1057) Balcony 露台 : 2.970 (32) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		B	99.490 (1071) Balcony 露台 : 3.103 (33) Utility Platform 工作平台 : 1.506 (16)	-	-	-	-	-	-	-	-	-	-
		C	63.289 (681) Balcony 露台 : 2.028 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		D	77.954 (839) Balcony 露台 : 2.333 (25) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		E	63.220 (681) Balcony 露台 : 2.704 (29) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	25/F 25樓	A	179.457 (1932) Balcony 露台 : 3.103 (33) Utility Platform 工作平台 : 1.506 (16)	-	-	-	7.754 (83)	-	-	143.656 (1546)	-	-	-
		C	63.289 (681) Balcony 露台 : 2.028 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	37.064 (399)	-	-	-
		D	77.954 (839) Balcony 露台 : 2.333 (25) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	50.774 (547)	-	-	-
		E	69.914 (753) Balcony 露台 : 2.704 (29) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	27.291 (294)	-	-	-

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the development.
3. 4/F, 13/F, 14/F and 24/F are omitted.
4. Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 本發展項目住宅物業並無陽台。
3. 不設4樓、13樓、14樓及24樓。
4. 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第3座	3/F 3樓	A	45.171 (486) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	39.381 (424)	-	-	-	-	-	-
		B	40.504 (436) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	15.861 (171)	-	-	-	-	-	-
		C	29.087 (313) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	11.441 (123)	-	-	-	-	-	-
		D	25.588 (275) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.338 (90)	-	-	-	-	-	-
		E	22.309 (240) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	8.640 (93)	-	-	-	-	-	-
		F	27.459 (296) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	9.913 (107)	-	-	-	-	-	-
		G	43.030 (463) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	40.328 (434)	-	-	-	-	-	-
		H	30.122 (324) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	26.935 (290)	-	-	-	-	-	-
		J	22.934 (247) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	21.193 (228)	-	-	-	-	-	-

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

Notes:

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- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第3座	5/F - 18/F 5樓至18樓	A	47.225 (508) Balcony 露台 : 2.054 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		B	42.740 (460) Balcony 露台 : 2.236 (24) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		C	31.178 (336) Balcony 露台 : 2.091 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		D	28.015 (302) Balcony 露台 : 2.427 (26) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		E	24.680 (266) Balcony 露台 : 2.371 (26) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		F	29.550 (318) Balcony 露台 : 2.091 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		G	46.659 (502) Balcony 露台 : 2.109 (23) Utility Platform 工作平台 : 1.520 (16)	-	-	-	-	-	-	-	-	-	-
		H	32.222 (347) Balcony 露台 : 2.100 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		J	25.193 (271) Balcony 露台 : 2.259 (24) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

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- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第3座	19/F - 29/F 19樓至29樓	A	47.225 (508) Balcony 露台 : 2.054 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		B	42.740 (460) Balcony 露台 : 2.236 (24) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		C	31.521 (339) Balcony 露台 : 2.091 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		D	48.057 (517) Balcony 露台 : 2.427 (26) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		F	29.519 (318) Balcony 露台 : 2.091 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		G	46.659 (502) Balcony 露台 : 2.109 (23) Utility Platform 工作平台 : 1.520 (16)	-	-	-	-	-	-	-	-	-	-
		H	32.222 (347) Balcony 露台 : 2.100 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		J	25.193 (271) Balcony 露台 : 2.259 (24) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

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- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 3 第3座	30/F - 31/F (Duplex) 30樓至31樓 (複式)	A	175.348 (1887) Balcony 露台 : 5.211 (56) Utility Platform 工作平台 : - (-)	-	-	-	5.319 (57)	-	-	-	-	-	-
		B	198.415 (2136) Balcony 露台 : 5.768 (62) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	43.637 (470)	-	-	-
	30/F 30樓	C	54.529 (587) Balcony 露台 : 2.109 (23) Utility Platform 工作平台 : 1.520 (16)	-	-	-	-	-	-	-	-	-	-
		H	32.222 (347) Balcony 露台 : 2.100 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		J	25.193 (271) Balcony 露台 : 2.259 (24) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
	31/F 31樓	C	54.529 (587) Balcony 露台 : 2.109 (23) Utility Platform 工作平台 : 1.520 (16)	-	-	-	-	-	-	-	-	-	-
		H	32.222 (347) Balcony 露台 : 2.100 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		J	25.193 (271) Balcony 露台 : 2.259 (24) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

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2. There is no verandah in the residential properties in the development.
3. 4/F, 13/F, 14/F and 24/F are omitted.
4. Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 本發展項目住宅物業並無陽台。
3. 不設4樓、13樓、14樓及24樓。
4. 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	3/F 3樓	A	69.876 (752) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	42.576 (458)	-	-	-	-	-	-
		B	43.822 (472) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	26.868 (289)	-	-	-	-	-	-
		C	42.990 (463) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	32.041 (345)	-	-	-	-	-	-
		D	44.090 (475) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	33.657 (362)	-	-	-	-	-	-
		E	47.872 (515) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	30.222 (325)	-	-	-	-	-	-
		F	46.235 (498) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	40.274 (434)	-	-	-	-	-	-
		G	39.742 (428) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	30.763 (331)	-	-	-	-	-	-

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

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	3/F 3樓	H	22.015 (237) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	7.638 (82)	-	-	-	-	-	-
		J	30.592 (329) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	9.188 (99)	-	-	-	-	-	-
		K	30.465 (328) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	9.998 (108)	-	-	-	-	-	-
		L	40.259 (433) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	27.004 (291)	-	-	-	-	-	-

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the development.
3. 4/F, 13/F, 14/F and 24/F are omitted.
4. Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 本發展項目住宅物業並無陽台。
3. 不設4樓、13樓、14樓及24樓。
4. 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	5/F - 29/F 5樓至29樓	A	74.169 (798) Balcony 露台 : 2.542 (27) Utility Platform 工作平台 : 1.751 (19)	-	-	-	-	-	-	-	-	-	-
		B	47.527 (512) Balcony 露台 : 2.158 (23) Utility Platform 工作平台 : 1.547 (17)	-	-	-	-	-	-	-	-	-	-
		C	46.671 (502) Balcony 露台 : 2.134 (23) Utility Platform 工作平台 : 1.547 (17)	-	-	-	-	-	-	-	-	-	-
		D	46.225 (498) Balcony 露台 : 2.134 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		E	49.912 (537) Balcony 露台 : 2.040 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		F	48.282 (520) Balcony 露台 : 2.047 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		G	41.836 (450) Balcony 露台 : 2.094 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	5/F - 29/F 5樓至29樓	H	22.015 (237) Balcony 露台 : - (-) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		J	32.686 (352) Balcony 露台 : 2.094 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		K	32.529 (350) Balcony 露台 : 2.064 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		L	42.290 (455) Balcony 露台 : 2.031 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the development.
3. 4/F, 13/F, 14/F and 24/F are omitted.
4. Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 本發展項目住宅物業並無陽台。
3. 不設4樓、13樓、14樓及24樓。
4. 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	30/F 30樓	A	74.169 (798) Balcony 露台 : 2.542 (27) Utility Platform 工作平台 : 1.751 (19)	-	-	-	-	-	-	-	-	-	-
		B	47.527 (512) Balcony 露台 : 2.158 (23) Utility Platform 工作平台 : 1.547 (17)	-	-	-	-	-	-	-	-	-	-
		C	46.671 (502) Balcony 露台 : 2.134 (23) Utility Platform 工作平台 : 1.547 (17)	-	-	-	-	-	-	-	-	-	-
		D	46.225 (498) Balcony 露台 : 2.134 (23) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		E	49.912 (537) Balcony 露台 : 2.040 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		F	47.867 (515) Balcony 露台 : 2.047 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
	30/F - 31/F (Duplex) 30樓至31樓 (複式)	G	196.654 (2117) Balcony 露台 : 5.933 (64) Utility Platform 工作平台 : - (-)	-	-	-	10.000 (108)	-	-	24.130 (260)	-	-	-
	30/F 30樓	K	32.529 (350) Balcony 露台 : 2.064 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-
		L	42.290 (455) Balcony 露台 : 2.031 (22) Utility Platform 工作平台 : - (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

- The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
- There is no verandah in the residential properties in the development.
- 4/F, 13/F, 14/F and 24/F are omitted.
- Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

- 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
- 本發展項目住宅物業並無陽台。
- 不設4樓、13樓、14樓及24樓。
- 不設第4座。

AREA OF RESIDENTIAL PROPERTIES IN THE DEVELOPMENT

發展項目中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq.metre (sq.ft) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq.metre(sq.ft.) 其他指明項目的面積(不計入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	31/F 31樓	A	168.972 (1819) Balcony 露台：- (-) Utility Platform 工作平台：1.547 (17)	-	-	-	20.724 (223)	-	-	55.779 (600)	-	-	-
		C	46.773 (503) Balcony 露台：2.134 (23) Utility Platform 工作平台：1.547 (17)	-	-	-	-	-	-	-	-	-	-
		D	46.225 (498) Balcony 露台：2.134 (23) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
		E	49.912 (537) Balcony 露台：2.040 (22) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-
		F	48.031 (517) Balcony 露台：2.047 (22) Utility Platform 工作平台：- (-)	-	-	-	-	-	-	-	-	-	-

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

Notes:

1. The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.764 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq. m.
2. There is no verandah in the residential properties in the development.
3. 4/F, 13/F, 14/F and 24/F are omitted.
4. Tower 4 is omitted.

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

附註：

1. 上述所列之面積以1平方米 = 10.764平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。
2. 本發展項目住宅物業並無陽台。
3. 不設4樓、13樓、14樓及24樓。
4. 不設第4座。

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

BASEMENT FLOOR PLAN
地庫平面圖



Note: Residential Parking Spaces Nos. R4, R13, R14, R24, R34, R40, R41, R42, R43, R44, R45, R46, R47, R48, R49, R53, R54, R58, R64, R74, R84, R94, R104, R114, R124, R134, R140, R141, R142, R143, R144, R145, R146, R147, R148, R149 & R154 are omitted.

備註：不設住戶停車位編號 R4, R13, R14, R24, R34, R40, R41, R42, R43, R44, R45, R46, R47, R48, R49, R53, R54, R58, R64, R74, R84, R94, R104, R114, R124, R134, R140, R141, R142, R143, R144, R145, R146, R147, R148, R149 及 R154.

Visitors' Parking Spaces Nos. V4, V13 & V14 are omitted.
不設訪客停車位編號 V4, V13 及 V14.

Other Non-industrial Parking Spaces No. C4 is omitted.
不設其他非工業停車位編號 C4.

Other Non-industrial Motor Cycle Parking Spaces No. RM4 is omitted.
不設其他非工業電單車停車位編號 RM4.

Scale 0 10M(米) 20M(米)
比例

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

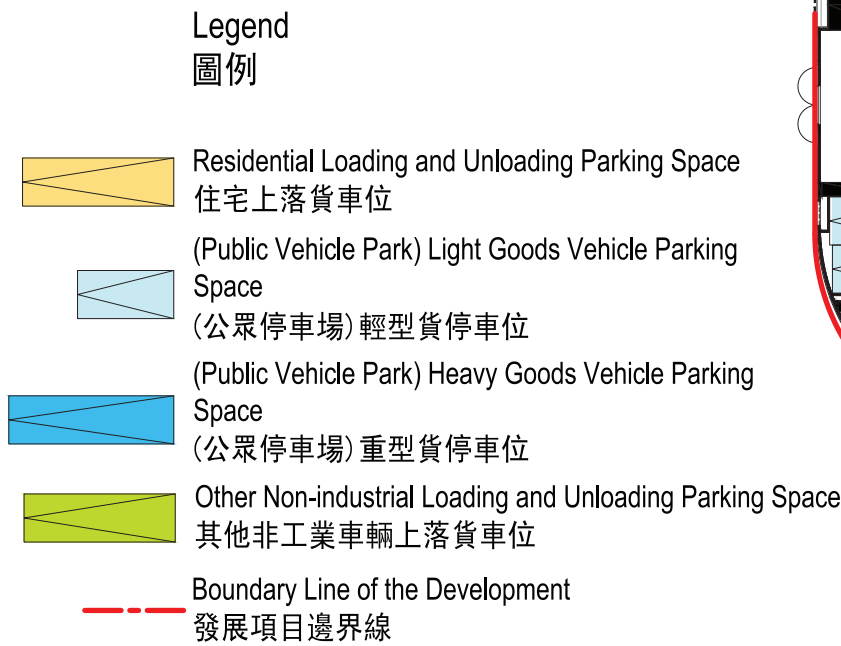
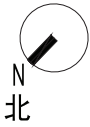
Location, Number, Dimensions and Area of Parking Spaces
停車位位置、數目、尺寸及面積

Floor 樓層	Type of Parking Space 停車位類別	Number 數目	Dimensions of each Parking Space (LxW) (metre) 每個停車位之尺寸(長x闊)(米)	Area of each Parking Space (sq. metre) 每個停車位之面積(平方米)
B/F 地庫	Residential Parking Space 住宅停車位	123	5 x 2.5	12.5
	Parking Space for Vehicles of Disabled Persons 傷殘人士車輛停車位	2	5 x 3.5	17.5
	Residential Motor Cycle Parking Space 住宅電單車停車位	7	2.4 x 1	2.4
	Visitors' Parking Space 訪客停車位	19	5 x 2.5	12.5
	Visitors' Parking Space (serving as Paking Space for Vehicle of Disabled Persons) 訪客停車位 (作為傷殘人士車輛停車位)	1	5 x 3.5	17.5
	Other Non-industrial Parking Space 其他非工業停車位	3	5 x 2.5	12.5
	Other Non-industrial Motor Cycle Parking Space 其他非工業電單車停車位	1	2.4 x 1	2.4
	Other Non-industrial Parking Space for Vehicles of Disabled Persons 其他非工業傷殘人士車輛停車位	1	5 x 3.5	17.5

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

GROUND FLOOR PLAN
地下平面圖



Scale 0 10M(米) 20M(米)
比例

Note: Residential Loading and Unloading Parking Space No. RL-4 is omitted.
備註：不設住宅上落貨車位編號 RL-4。

Heavy Goods Vehicle Parking Spaces Nos. HGV-4, HGV-13, HGV-14 & HGV-24 are omitted.
不設重型貨停車位編號 HGV-4, HGV-13, HGV-14 及 HGV-24。

Light Goods Vehicle Parking Spaces Nos. LGV-4, LGV-13, LGV-14 & LGV-24 are omitted.
不設輕型貨停車位編號 LGV-4, LGV-13, LGV-14 及 LGV-24。

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

Location, Number, Dimensions and Area of Parking Spaces
停車位位置、數目、尺寸及面積

Floor 樓層	Type of Parking Space 停車位類別	Number 數目	Dimensions of each Parking Space (LxW) (metre) 每個停車位之尺寸(長x闊)(米)	Area of each Parking Space (sq. metre) 每個停車位之面積(平方米)
G/F 地下	Residential Loading and Unloading Parking Space 住宅上落貨車位	4	11 x 3.5	38.5
	(Public Vehicle Park) Light Goods Vehicle Parking Space (公眾停車場) 輕型貨停車位	24	7 x 3.5	24.5
	(Public Vehicle Park) Heavy Goods Vehicle Parking Space (公眾停車場) 重型貨停車位	25	12 x 3.5	42
	Other Non-industrial Loading and Unloading Parking Space 其他非工業車輛上落貨車位	1	11 x 3.5	38.5

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

1ST FLOOR PLAN
一樓樓面平面圖



FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

Location, Number, Dimensions and Area of Parking Spaces
停車位位置、數目、尺寸及面積

Floor 樓層	Type of Parking Space 停車位類別	Number 數目	Dimensions of each Parking Space (LxW) (metre) 每個停車位之尺寸(長x闊)(米)	Area of each Parking Space (sq. metre) 每個停車位之面積(平方米)
1/F 一樓	(Public Vehicle Park) Private Car Parking Space (公眾停車場) 私家車停車位	120	5 x 2.5	12.5
	(Public Vehicle Park) Parking Space for for Vehicles of Disabled Persons (公眾停車場) 傷殘人士車輛停車位	2	5 x 3.5	17.5

SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the “preliminary agreement”).
1. 在簽署臨時買賣合約(該“臨時合約”)時須支付款額為5%的臨時訂金。
2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
(i) the preliminary agreement is terminated;
(ii) the preliminary deposit is forfeited; and
(iii) the owner does not have any further claim against the purchaser for the failure.
3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
(i) 該臨時合約即告終止；
(ii) 有關的臨時訂金即予沒收；及
(iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. Common Parts of the Development

- (a) The common parts of the Development shall refer to the Common Areas and Facilities provided in the Deed of Mutual Covenant and Management Agreement (“**DMC**”), which means collectively the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

“**Development Common Areas and Facilities**” means and includes:-

- (a) the Greenery Areas (in so far as they form part of the Development Common Areas and Facilities, which for the purposes of identification only are shown coloured Violet and Brown on the DMC Plans), such parts of the Slopes and Retaining Walls (if any) which are within the boundary of the Land, caretaker's office 1, caretaker's office 2 (also serving as management office of the Development), cavity walls, driveway, duct shaft, electric duct, electrical rooms, electrical meter cabinets, electric meter room, emergency generator room, fan rooms, external walls of the Development (excluding those forming part of the Residential Accommodation and the Commercial Accommodation), filtration pump rooms, fireman's lift lobbies, flat roofs, flushing water tanks, flushing water pump room, FSI cabinets, F.S. & sprinkler pump room, F.S. water tanks, guard room, lift lobbies, master water meter room, open driveway, owner's committee office, pipe ducts, planters, refuse storage & material recovery chambers, sprinkler water tanks, telecommunications and broadcasting room, water pump rooms, transformer rooms, air duct, A/C duct, flushing & cleansing water pump room, flushing water tank room, filtration plant room, gas valve cabinet, gas cabinet, inaccessible void, lift shaft, lift, loading/unloading space for refuse collection vehicle, main LV switch rooms, open landscaped areas, smoke lobbies, sump pump room, staircases, sprinkler control valve & inlet cabinet, smoke vents, sprinkler control valve, void, water meter cabinets, covered landscaped area, such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole which (insofar as they are capable of being identified) for the purposes of identification only are shown coloured Orange, Violet and Brown on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Development Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for common use and benefit of the Development as a whole but shall exclude the Residential Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

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

- (a) acoustic fins forming part of the Noise Mitigation Measures, architectural features, the Club House, the Greenery Areas (in so far as they form part of the Residential Common Areas and Facilities, which for the purposes of identification only are shown coloured Grey on the DMC Plans), the Residential Accessible Car Parking Spaces, the Residential Loading and Unloading Spaces, the Visitor Car Parking Spaces, the Visitor Accessible Car Parking Spaces, covered landscaped areas (for the purposes of identification only marked “COVERED LANDSCAPED AREA” on the DMC Plans), covered play areas (for the purposes of identification only marked “COVERED PLAY AREA” on the DMC Plans), air-conditioning platforms, common flat roofs, planters, dog house, emergency genset room, external walls of the Residential Accommodation (including the Curtain Wall but excluding those windows forming part of the Residential Units, including non-structural prefabricated external wall which for the purpose of identification only are shown edged with Lime-dotted lines on the DMC Plans), fan rooms, firemen's lift lobbies, F.S. pump rooms, F.S. water tanks, hose reels, lifts, lift lobbies (excluding any lift lobby forming part of any Unit), lift machine rooms, lift shafts, open flat roof, open landscaped areas, pipe ducts, pipe wells, potable & flushing water pump rooms, potable & flushing water tank room, potable water pump room, potable water tanks, non-FSI genset room, refuse storage & material recovery rooms, sprinkler pump rooms, sprinkler water tanks, staircases, water features, water meter cabinets, wider common corridors and lift lobbies (for the purposes of identification only are shown coloured Yellow Hatched Black on the DMC Plans), air duct, common top roof, common roof, covered walkway, check meter cabinet, covered landscaped and play area, emergency generator room, electrical meter room, electrical duct, electrical room, flushing water tank room, flushing water tanks, flushing water pump room, flushing water pump & tank room, flat roof, FSI cabinet, footpath, gas cabinet, inaccessible common flat roof, inaccessible

flat roof, life overruns, lift pit, open play area, potable water tank room, potable & cleansing water tanks room, potable & cleansing water pump room, raised platforms, roof of balcony, roof of utility platform, residential lobbies, smoke lobbies, smoke vents, temporary refuge spaces, ventilation ducts and such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner which (insofar as they are capable of being identified) for the purposes of identification only are shown coloured Yellow, Yellow Hatched Black, Cyan and Grey on the DMC Plans;

- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Residential Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities, the Commercial Common Areas and Facilities and the Carpark Common Areas and Facilities.

“**Commercial Common Areas and Facilities**” means and includes:-

- (a) the Commercial Accessible Car Parking Space and the Commercial Loading and Unloading Space which (insofar as they are capable of being identified) for the purposes of identification only are shown coloured Indigo on the DMC Plans; and
- (b) such areas and facilities to be designated under any Sub-Deed of the Commercial Accommodation for the common use and benefit of the Commercial Accommodation as a whole,
- but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Carpark Common Areas and Facilities.

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

- (a) the whole of the Carpark (except the Parking Spaces, the Visitor Car Parking Spaces, the Accessible Car Parking Spaces, the Residential Loading and Unloading Spaces and the Commercial Loading and Unloading Space) including but not limited to driveways, staircases, such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner which (insofar as they are capable of being identified) for the purposes of identification only are shown coloured Lime on the DMC Plans;
- (b) such other areas and facilities of and in the Land and the Development as may at any time be designated as Carpark Common Areas and Facilities by the Owners in accordance with the DMC; and
- (c) the common parts specified in Schedule 1 to the Building Management Ordinance of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner

but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities and the Commercial Common Areas and Facilities.

- (b) No Owner including the First Owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with approval by a resolution of the Owners' Committee.
- (c) No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no Owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other Owners or occupiers of any other part of the Development.
- (d) No Owner shall use, cut, injure, damage, alter or interfere with any part or parts of the Common Areas and Facilities or any equipment or apparatus on, in or upon the Land not being equipment or apparatus for his exclusive use and benefit.
- (e) The Manager has the full right and authority to control the Common Areas and Facilities and to generally administer and manage the Common Areas and Facilities. The Manager shall hold the Common Areas and Facilities as trustee for all owners.

2. Number of Undivided Shares assigned to each residential property in the Development

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Undivided Shares are allocated to each residential property. They are set out in the table below.

Tower 1

Floor	Flat	No. of undivided shares allocated to each residential unit
2/F	A	122/47,871
	B	116/47,871
	C	81/47,871
	D	80/47,871
	E	80/47,871
	F	82/47,871
3/F, 5/F - 12/F & 15/F - 22/F (17 storeys)	A	124/47,871
	B	116/47,871
	C	77/47,871
	D	78/47,871
	E	79/47,871
	F	78/47,871
23/F	A	124/47,871
	B	116/47,871
23/F & 25/F (duplex)	C	162/47,871
	D	160/47,871
23/F	E	79/47,871
	F	78/47,871
25/F	A	205/47,871
	E	83/47,871
	F	81/47,871

Tower 2

Floor	Flat	No. of undivided shares allocated to each residential unit
2/F	A	103/47,871
	B	103/47,871
	C	66/47,871
	D	81/47,871
	E	65/47,871
3/F, 5/F - 12/F & 15/F - 23/F (18 storeys)	A	98/47,871
	B	99/47,871
	C	63/47,871
	D	78/47,871
	E	63/47,871
25/F	A	195/47,871
	C	67/47,871
	D	83/47,871
	E	73/47,871

Remark:
4th, 13th, 14th and 24th Floors are omitted. Tower 4 is omitted.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Tower 3

Floor	Flat	No. of undivided shares allocated to each residential unit
3/F	A	49/47,871
	B	42/47,871
	C	30/47,871
	D	26/47,871
	E	23/47,871
	F	28/47,871
	G	47/47,871
	H	33/47,871
	J	25/47,871
5/F - 12/F & 15/F - 18/F (12 storeys)	A	47/47,871
	B	43/47,871
	C	31/47,871
	D	28/47,871
	E	25/47,871
	F	30/47,871
	G	47/47,871
	H	32/47,871
	J	25/47,871
19/F - 23/F & 25/F - 29/F (10 storeys)	A	47/47,871
	B	43/47,871
	C	32/47,871
	D	48/47,871
	F	30/47,871
	G	47/47,871
	H	32/47,871
	J	25/47,871

Tower 3

Floor	Flat	No. of undivided shares allocated to each residential unit
30/F & 31/F (duplex)	A	176/47,871
	B	203/47,871
30/F	C	55/47,871
	H	32/47,871
	J	25/47,871
31/F	C	55/47,871
	H	32/47,871
	J	25/47,871

Remark:
4th, 13th, 14th and 24th Floors are omitted. Tower 4 is omitted.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

Tower 5

Floor	Flat	No. of undivided shares allocated to each residential unit
3/F	A	74/47,871
	B	47/47,871
	C	46/47,871
	D	47/47,871
	E	51/47,871
	F	50/47,871
	G	43/47,871
	H	23/47,871
	J	32/47,871
	K	31/47,871
	L	43/47,871
5/F - 12/F, 15/F - 23/F & 25/F - 29/F (22 storeys)	A	74/47,871
	B	48/47,871
	C	47/47,871
	D	46/47,871
	E	50/47,871
	F	48/47,871
	G	42/47,871
	H	22/47,871
	J	33/47,871
	K	33/47,871
	L	42/47,871

Tower 5

Floor	Flat	No. of undivided shares allocated to each residential unit
30/F	A	74/47,871
	B	48/47,871
	C	47/47,871
	D	46/47,871
	E	50/47,871
	F	48/47,871
30/F & 31/F (duplex)	G	200/47,871
30/F	K	33/47,871
	L	42/47,871
31/F	A	177/47,871
	C	47/47,871
	D	46/47,871
	E	50/47,871
	F	48/47,871

Remark :
4th, 13th, 14th and 24th Floors are omitted. Tower 4 is omitted.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

3. Term of years for which the Manager of the Development is appointed

The Manager will be appointed for an initial term of two years from the date of the DMC. The appointment of the Manager may be terminated according to the provisions of the DMC.

4. Basis on which the Management Expenses are shared among the owners of residential properties in the Development

The owners of Residential Units shall contribute towards the management expenses in the following manner:

- (a) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget (which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Slopes and Retaining Walls, the Green and Green Circled Black Area, the Green and Green Circled Black Area Structures, the Green Stippled Black Area and the Green Stippled Black Area Structures) which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;
- (b) Each Owner of a Residential Unit shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget (which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities) which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;
- (c) The Owners of the Residential Units shall contribute a fraction of a fair proportion of the budgeted Management Expenses under the fourth part of the annual budget (which shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities), in which,
 - (A) the numerator of the said fraction shall be the Management Shares of his Residential Unit and the denominator shall be the total Management Shares of all Residential Units; and
 - (B) the numerator of the said fair proportion shall be the total gross floor area of :-
 - (1) the Visitor Car Parking Spaces;
 - (2) the Visitor Accessible Car Parking Space;
 - (3) the Residential Accessible Car Parking Spaces; and
 - (4) the Residential Loading and Unloading Spaces,and the denominator shall be the total gross floor area of all Parking Spaces, all Visitor Car Parking Spaces, the Visitor Accessible Car Parking Space, all Residential Accessible Car Parking Spaces, all Residential Loading and Unloading Spaces, the Commercial Accessible Car Parking Space and the Commercial Loading and Unloading Space.

The number of Management Shares of a residential property is the same as the number of Undivided Shares allocated to that residential property. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares of all residential properties in the Development is 38,842. The total number of Management Shares in the Development is 47,378.

5. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 2 months' monthly management fee.

6. Area (if any) in the Development retained by the owner (i.e. the Vendor) for its own use

There is no area in the Development which is retained by the owner for that owner's own use as referred to in section 14(2) (f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance (Cap. 621).

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

1. 發展項目的公用部分

- (a) 發展項目的公用部分指《公契及管理協議》(「**公契**」)訂明的「**公用地方及設施**」,包括「**發展項目公用地方及設施**」、「**住宅公用地方及設施**」、「**商業公用地方及設施**」和「**停車場公用地方及設施**」。

「**發展項目公用地方及設施**」指及包括：

- (a) 「**綠化地方**」(以屬於「**發展項目公用地方及設施**」的部分為限,該部分於「**公契圖則**」上以紫色及棕色顯示,僅供識別)、位於「**該土地**」邊界範圍內的「**斜坡及護土牆**」(如有)部分、管理員辦事處1、管理員辦事處2(也用作發展項目的管理員辦公室)、中空牆、行車道、管井道、電導管、電動房、電錶櫃、電錶房、緊急發電機房、風扇房、「**發展項目**」外牆(不包括屬於「**住宅大廈**」及「**商業樓宇**」一部分)、濾水器泵房、消防員升降機大堂、平台、沖廁水箱、沖廁水泵房、消防裝置櫃、消防及花灑泵房、消防水箱、警衛室、升降機大堂、主水錶房、開放行車道、業主委員會辦事處、水管槽、花槽、垃圾及物料回收房、花灑水箱、電訊及廣播設備室、水泵房、變壓器房、氣槽、冷氣槽、沖廁水及清洗用水泵房、沖廁水缸房、濾水機房、氣閥櫃、氣體櫃、不可到達的中空地方、升降機槽、升降機、垃圾車上落貨位、主低電壓電掣房、開放式園景美化區、防煙廊、集水坑泵房、樓梯、消防花灑控制閥及入水口櫃、排煙口、消防花灑控制閥、中空地方、水錶櫃、有蓋園景美化區 以及「**該土地**」及「**發展項目**」內擬供「**發展項目**」整體公用與共享的地方和設施,(在能夠被識別的範圍內)於「**公契圖則**」上以橙色、紫色及棕色顯示,僅供識別;
- (b) 「**業主**」不時根據「**公契**」指定為「**發展項目公用地方及設施**」的「**該土地**」及「**發展項目**」內其他地方和設施;及
- (c) 「**該土地**」及「**發展項目**」內擬供「**發展項目**」整體公用與共享的《建築物管理條例》附表1訂明的公用部分,

但不包括「**住宅公用地方及設施**」、「**商業公用地方及設施**」及「**停車場公用地方及設施**」。

「**住宅公用地方及設施**」指及包括：

- (a) 屬於紓緩噪音之措施一部分的隔音簷、建築裝飾、「**會所**」、「**綠化地方**」(只要屬於「**住宅公用地方及設施**」一部分,於「**公契圖則**」上以灰色顯示,僅供識別)、「**住宅暢通易達停車位**」、「**住宅上落貨停車位**」、「**訪客停車位**」、「**訪客暢通易達停車位**」、有蓋園景區(於「**公契圖則**」上以「有蓋園景區」顯示,僅供識別)、有蓋遊樂場(於「**公契圖則**」上以「有蓋遊樂場」顯示,僅供識別)、冷氣機平台、公用平台、花槽、管道槽、緊急發電機組房、「**住宅大廈**」外牆(包括「**幕牆**」(但不包括屬於「**住宅單位**」一部分的窗戶)及非結構預製外牆(非結構預製外牆於「**公契圖則**」以石灰虛線顯示,僅供識別))、風扇房、消防員升降機大堂、消防泵房、消防水箱、消防喉轆、升降機、升降機大堂(不包括屬於任何「**單位**」一部分的升降機大堂)、升降機機房、升降機井、開放式平台、開放式園景區、水管槽、管井、食水及沖廁水泵房、食水及沖廁水箱房、食水泵房、食水水箱、非消防裝置發電機組房、垃圾及物料回收室、消防花灑泵房、消防花灑水箱、樓梯、水裝飾、水錶櫃、加闊的公用走廊及升降機大堂(於「**公契圖則**」上以黃色間黑斜線顯示,僅供識別)、空氣槽、公用頂層天台、公用天台、有蓋行人道、水錶櫃、有蓋園景及遊樂區、緊急發電機房、電錶房、電線槽、電力房、沖廁水缸房、沖廁水缸、沖廁水泵房、沖廁水泵及缸房、平台、消防裝置櫃、步行徑、氣體櫃、不可到達的公用平台、不可到達的平台、升降機緩衝、升降機井底、開放式遊樂場、食水缸房、食水及清洗用水缸房、食水及清洗用水泵房、地台、露台頂、工作平台頂、住宅大堂、防煙廊、排煙口、臨時庇護處、通風槽,以及「**該土地**」及「**發展項目**」內擬供「**住宅大廈**」整體受益或並非供個別「**業主**」專用的地方和設施,(在能夠被識別的範圍內)於「**公契圖則**」上以黃色、黃色間黑斜線、青色及灰色顯示,僅供識別;
- (b) 「**業主**」不時根據「**公契**」指定為「**住宅公用地方及設施**」的「**該土地**」及「**發展項目**」內其他地方和設施;及
- (c) 「**該土地**」及「**發展項目**」內擬供「**住宅大廈**」整體受益或並非供個別「**業主**」專用的《建築物管理條例》附表1訂明的公用部分,

但不包括「**發展項目公用地方及設施**」、「**商業公用地方及設施**」及「**停車場公用地方及設施**」。

「**商業公用地方及設施**」指及包括：

- (a) 「**商業暢通易達停車位**」及「**商業上落貨停車位**」,(在能夠被識別的範圍內)於「**公契圖則**」上以靛藍色顯示,僅供識別;及
- (b) 任何「**商業樓宇副公契**」指定供「**商業樓宇**」整體公用與共享的地方和設施,但不包括「**發展項目公用地方及設施**」、「**住宅公用地方及設施**」及「**停車場公用地方及設施**」。

「**停車場公用地方及設施**」指及包括：

- (a) 整個「**停車場**」(「**停車位**」、「**訪客停車位**」、「**暢通易達停車位**」、「**住宅上落貨停車位**」及「**商業上落貨停車位**」除外),包括但不限於行車道、樓梯,以及「**該土地**」及「**發展項目**」內擬作「**停車場**」整體受益或並非供個別「**業主**」專用的地方和設施,(在能夠被識別的範圍內)於「**公契圖則**」上以石灰色顯示,僅供識別;
- (b) 「**業主**」不時根據「**公契**」指定為「**停車場公用地方及設施**」的「**該土地**」及「**發展項目**」內其他地方和設施;及
- (c) 「**該土地**」及「**發展項目**」內擬供「**停車場**」整體受益或並非供個別「**業主**」專用的《建築物管理條例》附表1訂明的公用部分,
- 但不包括「**發展項目公用地方及設施**」、「**住宅公用地方及設施**」及「**商業公用地方及設施**」;
- (b) 除非已經取得業主委員會的決議批准,業主(包括第一業主)不得轉變任何「**公用地方及設施**」供其個人使用或享用。
- (c) 業主不得阻塞「**公用地方及設施**」,也不得在其上放置或留下任何垃圾或其他事項或東西,亦不得在或對該等地方作出任何事情,以致可能或成為對發展項目任何其他部分的其他業主或佔用人造成滋擾。
- (d) 業主不得使用、切斷、損毀、破壞、更改或干擾「**公用地方及設施**」任何部分或「**該土地**」所建、其中或其上之並非供業主專用及專享之設備或儀器。
- (e) 管理人具有充分權利及授權控制「**公用地方及設施**」和全面控制與管理「**公用地方及設施**」。管理人須作為全體業主的受託人持有「**公用地方及設施**」。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

2. 分配予發展項目中各住宅物業的不分割份數的數目

發展項目中的各住宅物業配有不分割份數。詳細的分配狀況，請參閱下表。

第1座

樓層	單位	分配到每個住宅單位的不分割分數數目
2樓	A	122/47,871
	B	116/47,871
	C	81/47,871
	D	80/47,871
	E	80/47,871
	F	82/47,871
3樓、5樓 - 12樓及15樓 - 22樓 (17層)	A	124/47,871
	B	116/47,871
	C	77/47,871
	D	78/47,871
	E	79/47,871
	F	78/47,871
23樓	A	124/47,871
	B	116/47,871
23樓及25樓(複式)	C	162/47,871
	D	160/47,871
23樓	E	79/47,871
	F	78/47,871
25樓	A	205/47,871
	E	83/47,871
	F	81/47,871

第2座

樓層	單位	分配到每個住宅單位的不分割分數數目
2樓	A	103/47,871
	B	103/47,871
	C	66/47,871
	D	81/47,871
	E	65/47,871
3樓、5樓 - 12樓及15樓 - 23樓 (18層)	A	98/47,871
	B	99/47,871
	C	63/47,871
	D	78/47,871
	E	63/47,871
25樓	A	195/47,871
	C	67/47,871
	D	83/47,871
	E	73/47,871

註：
不設4樓、13樓、14樓及24樓。不設第4座。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

第3座

樓層	單位	分配到每個住宅單位的 不分割分數數目
3樓	A	49/47,871
	B	42/47,871
	C	30/47,871
	D	26/47,871
	E	23/47,871
	F	28/47,871
	G	47/47,871
	H	33/47,871
	J	25/47,871
5樓 - 12樓及15樓 - 18樓 (12層)	A	47/47,871
	B	43/47,871
	C	31/47,871
	D	28/47,871
	E	25/47,871
	F	30/47,871
	G	47/47,871
	H	32/47,871
	J	25/47,871
19樓 - 23樓及25樓 - 29樓 (10層)	A	47/47,871
	B	43/47,871
	C	32/47,871
	D	48/47,871
	F	30/47,871
	G	47/47,871
	H	32/47,871
	J	25/47,871

第3座

樓層	單位	分配到每個住宅單位的 不分割分數數目
30樓及31樓(複式)	A	176/47,871
	B	203/47,871
30樓	C	55/47,871
	H	32/47,871
	J	25/47,871
31樓	C	55/47,871
	H	32/47,871
	J	25/47,871

註：
不設4樓、13樓、14樓及24樓。不設第4座。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

第5座

樓層	單位	分配到每個住宅單位的不分割分數數目
3樓	A	74/47,871
	B	47/47,871
	C	46/47,871
	D	47/47,871
	E	51/47,871
	F	50/47,871
	G	43/47,871
	H	23/47,871
	J	32/47,871
	K	31/47,871
	L	43/47,871
5樓 - 12樓、15樓 - 23樓及 25樓 - 29樓 (22層)	A	74/47,871
	B	48/47,871
	C	47/47,871
	D	46/47,871
	E	50/47,871
	F	48/47,871
	G	42/47,871
	H	22/47,871
	J	33/47,871
	K	33/47,871
	L	42/47,871

第5座

樓層	單位	分配到每個住宅單位的不分割分數數目
30樓	A	74/47,871
	B	48/47,871
	C	47/47,871
	D	46/47,871
	E	50/47,871
	F	48/47,871
30樓及31樓(複式)	G	200/47,871
30樓	K	33/47,871
	L	42/47,871
31樓	A	177/47,871
	C	47/47,871
	D	46/47,871
	E	50/47,871
	F	48/47,871

註：
不設4樓、13樓、14樓及24樓。不設第4座。

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

3. 發展項目的管理人的委任年期

管理人的首屆任期為由公契簽署日期起計兩年。管理人的委任可按公契的條文終止。

4. 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準

住宅單位業主須根據下列方式分擔管理開支：

- (a) 每個單位的業主均應繳納其在年度預算的第一部分中按其比例分配預算的管理開支（該開支應包括管理人認為（其決定應為最終，有明顯錯誤除外）是為所有業主的利益而支出或為土地及發展項目、「發展項目公用地方及設施」、「斜坡及護土牆」、「綠色及綠色加黑圓圈範圍」、「綠色及綠色加黑圓圈範圍構築物」、「綠色加黑點範圍」及「綠色加黑點範圍構築物」的適當管理所需的所有支出），其比例應等於其單位之管理份數除以發展項目之管理份數總數；
- (b) 每個住宅單位的業主均應繳納其在年度預算的第二部分中按其比例分配預算的管理開支（該開支應包括管理人認為（其決定應為最終，有明顯錯誤除外）有關「住宅公用地方及設施」的所有支出），其比例應等於其住宅單位之管理份數除以所有住宅單位之管理份數總數；
- (c) 每個住宅單位的業主均應繳納其在年度預算的第四部分中按公平比例分配預算的管理開支的部分（該開支應包括管理人認為（其決定應為最終，有明顯錯誤除外）有關「停車場公用地方及設施」的所有支出），其中
 - (A) 上述部分的分子為其住宅單位之管理份數，分母為所有住宅單位之管理份數總數；及
 - (B) 上述公平比例的分子應為以下之總建築面積：
 - (1) 「訪客停車位」；
 - (2) 「訪客暢通易達停車位」；
 - (3) 「住宅暢通易達停車位」；及
 - (4) 「住宅上落貨停車位」，及分母為所有「停車位」、所有「訪客停車位」、「訪客暢通易達停車位」、所有「住宅暢通易達停車位」、所有「住宅上落貨停車位」、「商業暢通易達停車位」及「商業上落貨停車位」之總建築面積。

每個住宅物業之管理份數相等於其獲分配之不分割份數，唯發展項目不分割份數總數與發展項目管理份數總數不同。發展項目之所有住宅物業之管理份數總數為38,842。發展項目之管理份數總數為47,378。

5. 計算管理費按金的基準

管理費按金相等於兩個月之管理費。

6. 擁有人（即賣方）在發展項目中保留作自用的範圍（如有的話）

本發展項目並無《一手住宅物業銷售條例》（第621章）附表1第1部第14(2)(f)條所提及之擁有人在發展項目中保留作自用的範圍。

SUMMARY OF LAND GRANT

批地文件的摘要

1. The lot number of the land on which the Development is situated:
The Remaining Portion of Yau Tong Inland Lot No. 44.
 2. The term of years under the lease:
A term of 50 years from 1 September 2016.
 3. The user restrictions applicable to that land:
 - (a) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel, office and petrol filling station) purposes.
 - (b) No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.
 - (c) The grantee shall at no time use, suffer or permit the use of the lot or any part thereof or any building or any part of any building erected or to be erected thereon or on any part thereof for the purpose of loading and unloading of containers to or from ocean-going ships across the quay face, pier face or seawall by shore-based container handling equipment. For the purposes of this paragraph 3(c), "ocean-going ships" shall be deemed to include vessels which navigate within the river trade limits as defined in the Shipping and Port Control Ordinance, any regulations made thereunder and any amending legislation and shall be deemed to exclude vessels which navigate solely within the waters of Hong Kong.
 4. The facilities that are required to be constructed and provided for the Government, or for public use:
 - (a) Such portions of future public roads shown coloured green stippled black on the plan annexed to the Land Grant ("the Green Stippled Black Area") which are required to be laid and formed by the grantee; and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands ("the Director") may in his sole discretion require which are required to be provided and constructed by the grantee (collectively referred to as "the Green Stippled Black Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area.
 - (b) Such portions of future public roads respectively shown coloured green and green circled black on the plan annexed to the Land Grant (those portions of future public roads are referred to as "the Green Area" and "the Green Circled Black Area" respectively) which are required to be laid and formed by the grantee; and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director may in his sole discretion require which are required to be provided and constructed by the grantee (collectively referred to as "the Green and Green Circled Black Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area and the Green Circled Black Area (collectively referred to as "the Green and Green Circled Black Area").
 - (c) A promenade in such portion shown coloured yellow on the plan annexed to the Land Grant ("the Yellow Area") which is required to be laid, formed, erected, constructed, provided and landscaped by the grantee for free access by all members of the public on foot or by wheelchair to and from the waterfront at all times, with notices informing the same to the public to be displayed in prominent locations.
 - (d) A promenade in such portion shown coloured pink hatched blue on the plan annexed to the Land Grant ("the Pink Hatched Blue Area") which is required to be laid, formed, erected, constructed, provided and landscaped by the grantee for free access by all members of the public on foot or by wheelchair to and from the waterfront at all times, with notices informing the same to the public to be displayed in prominent locations.
 5. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:
 - (a) (i) The Development is required to be completed and made fit for occupation on or before 31 March 2023(See Note 1).
 - (ii) The Public Vehicle Park is required to be completed and made fit for occupation on or before 31 March 2020.
 - (b) The grantee shall throughout the tenancy: (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 in good and substantial repair and condition in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (c) (i) (I) The grantee shall:
 - (1) on or before 31 March 2020 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 all respects to the satisfaction of the Director:
 - (A) lay and form those portions of future public roads in the Green Stippled Black Area; and
 - (B) provide and construct the Green Stippled Black Area Structures so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area;
 - (2) on or before 31 March 2020 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
- (e) A first temporary public vehicle park in such portion shown edged red on the plan annexed to the Land Grant ("the Edged Red Area") which is required to be provided and commenced to operate by the grantee ("the First Temporary Public Vehicle Park") for short-term parking of private cars and heavy goods vehicles by all members of the public at all times until a second temporary public vehicle park referred to in paragraph 4(f) commence to operate.
- (f) A second temporary public vehicle park in such portions shown coloured pink stippled black on the plan annexed to the Land Grant ("the Pink Stippled Black Area") and in the Pink Hatched Blue Area which is required to be provided and commenced to operate by the grantee ("the Second Temporary Public Vehicle Park") for short-term parking of private cars, heavy goods vehicles, buses, light goods vehicles and motor cycles by all members of the public at all times until a public vehicle park referred to in paragraph 4(g) commence to operate.
- (g) A public vehicle park in such portion shown coloured pink on the plan annexed to the Land Grant ("the Pink Area") which is required to be erected, constructed, provided and maintained by the grantee ("the Public Vehicle Park") for parking of private cars, light goods vehicles, heavy goods vehicles and buses by all members of the public for short-term parking on hourly basis between 12:30 p.m. to 11:00 p.m. daily and for the remaining hours for short-term parking either on hourly or monthly basis, and for free access to and from the Public Vehicle Park by all members of the public at all times.
- (h) A traffic arrangement ("the Traffic Arrangement") for the closure of the section of Tung Yuen Street within such portions of the lot respectively shown coloured pink hatched black, pink cross-hatched black and pink circled black on the plan annexed to the Land Grant ("the Pink Hatched Black Area", "the Pink Cross-hatched Black Area" and "the Pink Circled Black Area" respectively) and the Green Circled Black Area and the section of Shung Shun Street within the Yellow Area which is required to be implemented by the grantee in accordance with a traffic arrangement proposal approved by the Commissioner of Transport.

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- (3) maintain at his own expense the Green Stippled Black Area together with the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Area has been re-delivered to the Government in accordance with paragraph 5(c)(ii).
- (II) In the event of the non-fulfilment of the grantee's obligations under paragraph 5(c)(i)(I) by the date specified therein or such other date as may be approved by the Director therein, the Government may carry out the necessary works at the cost of the grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the grantee.
- (III) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any other person whether arising out of or incidental to the fulfilment of the grantee's obligations under paragraph 5(c)(i)(I) or the exercise of the rights by the Government under paragraph 5(c)(i)(II) or otherwise, and no claim whatsoever shall be made against the Government by the grantee in respect of any such loss, damage, nuisance or disturbance.
- (ii) For the purpose only of carrying out the necessary works specified in paragraph 5(c)(i), the grantee shall on the date of the Land Grant be granted possession of the Green Stippled Black Area. The Green Stippled Black Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the grantee on the date of a letter from the Director indicating that the conditions of the Land Grant have been complied with to his satisfaction. The grantee shall at all reasonable times while he is in possession of the Green Stippled Black Area allow free access over and along the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under paragraph 5(c)(i) or otherwise.
- (iii) The grantee shall not without the prior written consent of the Director use the Green Stippled Black Area 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 paragraph 5(c)(i).
- (iv) (I) The grantee shall at all reasonable times while he is in possession of the Green Stippled Black Area:
- (1) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with paragraph 5(c)(i)(I) and the carrying out, inspecting, checking and supervising of the works under paragraph 5(c)(i)(II) and any other works which the Director may consider necessary in the Green Stippled Black Area;
 - (2) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress, and regress to, from and through the lot and the Green Stippled Black Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Stippled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Stippled Black Area; and
- (3) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Stippled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Stippled Black Area.
- (II) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under paragraph 5(c)(iv)(I) shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any person or public utility companies duly authorized under paragraph 5(c)(iv)(I).
- (d) (i) (I) The grantee shall:
- (1) on or before 31 March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (A) lay and form those portions of future public roads in the Green Area and the Green Circled Black Area; and
 - (B) provide and construct the Green and Green Circled Black Area Structures so that building, vehicular and pedestrian traffic may be carried on the Green and Green Circled Black Area;
 - (2) on or before 31 March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green and Green Circled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
 - (3) maintain at his own expense the Green and Green Circled Black Area together with the Green and Green Circled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green and Green Circled Black Area has been re-delivered to the Government in accordance with paragraph 5(d)(ii).
- (II) In the event of the non-fulfilment of the grantee's obligations under paragraph 5(d)(i)(I) 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 grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the grantee.
- (III) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any other person whether arising out of or incidental to the fulfilment of the grantee's obligations under paragraph 5(d)(i)(I) or the exercise of the rights by the Government under paragraph 5(d)(i)(II) or otherwise, and no claim whatsoever shall be made against the Government by the grantee in respect of any such loss, damage, nuisance or disturbance.
- (ii) (I) For the purpose only of carrying out the necessary works specified in paragraph 5(d)(i),
- (1) the grantee shall on the date of the Land Grant be granted possession of the Green Area; and
 - (2) possession of the Green Circled Black Area shall be deemed to be given to the grantee on a date or dates to be specified in a letter or letters from the Director to the grantee, such date or dates to be not earlier than the date of compliance with paragraphs 5(c)(i)(I) and 5(j)(i)(I).
- (II) The Green and Green Circled Black Area shall be re-delivered to the Government on

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demand and in any event shall be deemed to have been re-delivered to the Government by the grantee on the date of a letter from the Director indicating that the conditions of the Land Grant have been complied with to his satisfaction. The grantee shall at all reasonable times while he is in possession of the Green and Green Circled Black Area or any part thereof allow free access over and along the Green and Green Circled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under paragraph 5(d)(i) or otherwise.

- (iii) The grantee shall not without the prior written consent of the Director use the Green and Green Circled Black Area 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 paragraph 5(d)(i).
- (iv) (I) The grantee shall at all reasonable times while he is in possession of the Green and Green Circled Black Area or any part thereof:
 - (1) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green and Green Circled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with paragraph 5(d)(i)(I) and the carrying out, inspecting, checking and supervising of the works under paragraph 5(d)(i)(II) and any other works which the Director may consider necessary in the Green and Green Circled Black Area;
 - (2) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green and Green Circled Black Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green and Green Circled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cableducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green and Green Circled Black Area; and
 - (3) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green and Green Circled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green and Green Circled Black Area.
- (II) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under paragraph 5(d)(iv)(I) shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under paragraph 5(d)(iv)(I).
- (e) (i) (I) The grantee shall on or before 31 March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the plans approved under paragraph 5(e)(ii), a promenade within the Yellow Area.
- (II) Subject to paragraph 5(e)(iii), the grantee shall at his own expense and in all respects

to the satisfaction of the Director demolish and remove all existing structures within the Yellow Area.

- (III) For the purpose of the conditions of the Land Grant, the decision of the Director as to whether and when the works referred to in paragraphs 5(e)(i)(I) and 5(e)(i)(II) are completed in accordance with paragraphs 5(e)(i)(I) and 5(e)(i)(II) shall be final and binding upon the grantee.
- (ii) (I) The grantee shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Area, which shall include details and information as to the level, position, alignment and design of the Yellow Area and such other details and information as the Director may require.
- (II) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution to the plans of the Yellow Area approved under paragraph 5(e)(ii)(I) shall be made by the grantee except with the prior written approval of the Director or except as required by the Director.
- (III) The plans of the Yellow Area approved under paragraph 5(e)(ii)(I) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (IV) No building works (including demolition works) shall be commenced on or within the Yellow Area or any part thereof unless and until the plans referred to in paragraph 5(e)(ii)(I) have been approved in writing by the Director.
- (iii) (I) The grantee shall not demolish or damage the existing seawall within the Yellow Area or carry out any works which will adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will adversely affect the seawall shall be final and binding upon the grantee.
- (II) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (III) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (iv) The grantee shall, upon completion of the works referred to in paragraphs 5(e)(i)(I) and 5(e)(i)(II) and at all times thereafter, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition until such time as possession of the Yellow Area has been redelivered to the Government in accordance with paragraph 5(e)(vii)(III).
- (v) In the event of the non-fulfilment of the grantee's obligations under paragraph 5(e)(i) or paragraph 5(e)(iv), the Government may carry out the necessary works at the cost of the grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the grantee.
- (vi) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any other person whether arising out of or incidental to the fulfilment of the grantee's obligations under paragraphs 5(e)(i) and 5(e)(iv) or the exercise of the rights by the Government under paragraph 5(e)(v) or otherwise, and no claim whatsoever shall be made against the Government by the grantee in respect of any such loss, damage, nuisance or disturbance.
- (vii) (I) For the purpose only of carrying out the necessary works specified in paragraphs 5(e)(i) and 5(e)(iv), possession of the Yellow Area shall be deemed to be given to the grantee on a date or dates to be specified in a letter or letters from the Director to the grantee, such date or dates to be not earlier than the date of compliance with paragraphs 5(c)(i)(I) and paragraph 5(j)(i)(I).

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- (II) The grantee shall accept the Yellow Area in such state and condition and with such structures and foundations (if any) as existing on the date on which possession of the Yellow Area is deemed to be given to the grantee, and no claim whatsoever shall be made against the Government by the grantee in respect thereof.
- (III) The Yellow Area shall be re-delivered by the grantee to the Government at any time on demand of the Director.
- (viii) The grantee shall not without the prior written consent of the Director use the Yellow Area or any part thereof for the purpose of storage or of parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in paragraphs 5(e)(i), 5(e)(iv) and 5(e)(v) and the purposes specified in paragraph 5(e)(x).
- (ix) (I) The grantee shall at all times while he is in possession of the Yellow Area:
 - (1) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with paragraphs 5(e)(i) and 5(e)(iv) and the carrying out, inspecting, checking and supervising of the works under paragraph 5(e)(v) and any other works which the Director may consider necessary in the Yellow Area;
 - (2) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and
 - (3) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area.
- (II) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under paragraph 5(e)(ix)(I) shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under paragraph 5(e)(ix)(I) or the fulfilment of the grantee's obligations under paragraph 5(e)(x), and no claim whatsoever shall be made by the grantee against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (x) The grantee shall at his own expense and in all respects to the satisfaction of the Director, upon completion of the works referred to in paragraphs 5(e)(i)(I) and 5(e)(i)(II) and at all times thereafter until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with paragraph 5(e)(vii)(III):
 - (I) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Yellow Area or any part thereof to and from the waterfront; and
 - (II) display notices in prominent locations informing the public that the Yellow Area is open to the public at all times free of charge and setting out such other relevant information as may be required from time to time by the Director.
- (xi) For the purpose of paragraphs 5(e)(i), 5(e)(ii), 5(e)(iv), 5(e)(v), 5(e)(vii) and 5(e)(x) only, the expression "grantee" shall only mean the person entering into and executing the Land Grant and his assigns of the Public Vehicle Park referred to in paragraph 5(i)(i)(I).
- (f) Subject to paragraph 5(g):
 - (i) (I) The grantee shall on or before 31 March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director, and in accordance with the plans approved under paragraph 5(f)(iii), a promenade within the Pink Hatched Blue Area.
 - (II) For the purposes of the conditions of the Land Grant, the decision of the Director as to whether and when the works referred to in paragraph 5(f)(i)(I) are completed in accordance with paragraph 5(f)(i)(I) shall be final and binding upon the grantee.
 - (ii) No building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the Pink Hatched Blue Area, except such minor structures as may be included in the plans and approved by the Director under paragraph 5(f)(iii).
 - (iii) (I) The grantee shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Pink Hatched Blue Area which shall include details and information as to the level, position, alignment and design of the Pink Hatched Blue Area and such other details and information as the Director may require.
 - (II) Upon approval being given to the plans of the Pink Hatched Blue Area, no amendment, variation, alteration, modification or substitution to the plans of the Pink Hatched Blue Area approved under paragraph 5(f)(iii)(I) shall be made by the grantee except with the prior written approval of the Director or except as required by the Director.
 - (III) The plans of the Pink Hatched Blue Area approved under paragraph 5(f)(iii)(I) shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
 - (IV) No building works shall be commenced on or within the Pink Hatched Blue Area or any part thereof unless and until the plans referred to in paragraph 5(f)(iii)(I) have been approved in writing by the Director.
 - (iv) (I) The grantee shall not demolish or damage the existing seawall within the Pink Hatched Blue Area or carry out any works which will adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will adversely affect the seawall shall be final and binding upon the grantee.
 - (II) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
 - (III) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
 - (v) Save and except for the surrender as provided in paragraph 5(f)(ix)(I), the grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do, provided that this paragraph 5(f)(v) shall not apply to a building mortgage as provided in the Land Grant and the assignment, mortgage or charge of the Pink Hatched Blue Area together with the Public Vehicle Park as provided in paragraph 6(d).

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- (vi) The grantee shall, upon completion of the works referred to in paragraph 5(f)(i)(I) and at all times thereafter, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Pink Hatched Blue Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition until such time as the Pink Hatched Blue Area has been surrendered to the Government in accordance with paragraph 5(f)(ix)(I).
- (vii) In the event of the non-fulfilment of the grantee's obligations under paragraph 5(f)(i) or paragraph 5(f)(vi), the Government may carry out the necessary works at the cost of the grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the grantee.
- (viii) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any other person whether arising out of or incidental to the fulfilment of the grantee's obligations under paragraphs 5(f)(i) and 5(f)(vi) or the exercise of the rights by the Government under paragraph 5(f)(vii) or otherwise, and no claim whatsoever shall be made against the Government by the grantee in respect of any such loss, damage, nuisance or disturbance.
- (ix) (I) The grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area together with all facilities, services and installations therein as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area at the request of the grantee, but may do so as and when the Government sees fit. For this purpose, the grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (II) The grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to paragraph 5(f)(ix)(I) unless and until the grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this paragraph 5(f)(ix)(II) shall not apply to a building mortgage under the Land Grant. Prior to the said carving-out, the grantee shall at his own expense submit the carving-out document to the Director for his written approval.
- (III) The grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof, after the surrender of the Pink Hatched Blue Area pursuant to paragraph 5(f)(ix)(I), due to the reduction in the area of the lot or otherwise, the grantee may not be able to attain the maximum gross floor area permitted under the Land Grant. The Government shall have no liability and the grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under the Land Grant cannot be attained.
- (x) Without prejudice to the generality of paragraph 5(f)(ii), the grantee shall not without the prior written consent of the Director use the Pink Hatched Blue Area or any part thereof for the purpose of storage or of parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in paragraphs 5(f)(i), 5(f)(vi) and 5(f)(vii) and the purposes specified in paragraph 5(f)(xii).
- (xi) The grantee shall at all times prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with paragraphs 5(f)(ix)(I) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purposes of inspecting, checking and supervising any works to be carried out in compliance with paragraphs 5(f)(i) and 5(f)(vi) and the carrying out, inspecting, checking and supervising of the works under paragraph 5(f)(vii) and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (xii) The grantee shall at his own expense and in all respects to the satisfaction of the Director, upon completion of the works referred to in paragraph 5(f)(i)(I) and at all times thereafter until such time as the Pink Hatched Blue Area has been surrendered by the grantee to the Government in accordance with paragraph 5(f)(ix)(I):
 - (I) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Pink Hatched Blue Area or any part thereof, between the following points, to and from the waterfront:
 - (1) the points L and M through N shown and marked on the plan annexed to the Land Grant or such other points as may be approved in writing by the Director; and
 - (2) subject to the completion of the works referred to in paragraphs 5(e)(i)(I) and 5(e)(i)(II), the points F and G through H shown and marked on the plan annexed to the Land Grant or such other points as may be approved in writing by the Director; and
 - (II) display notices in prominent locations informing the public that the Pink Hatched Blue Area is open to the public at all times free of charge and setting out such other relevant information as may be required from time to time by the Director.
- (xiii) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons authorized by the Director under paragraph 5(f)(xi) or the fulfilment of the grantee's obligations under paragraph 5(f)(xii), and no claim whatsoever shall be made by the grantee against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (xiv) It is expressly agreed, declared and provided that by imposing the obligation on the part of the grantee contained in paragraph 5(f)(xii) neither the grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (xv) (I) It is expressly agreed and declared that the obligation on the part of the grantee contained in paragraph 5(f)(xii) will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (II) It is further expressly agreed and declared that the obligation on the part of the grantee contained in paragraph 5(f)(ix) will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (xvi) For the purpose of paragraphs 5(f)(i), 5(f)(iii), 5(f)(vi), 5(f)(vii), 5(f)(ix)(I) and 5(f)(xii) only, the expression "grantee" shall only mean the person entering into and executing the Land Grant and his assigns of the Public Vehicle Park referred to in paragraph 5(i)(i)(I).

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- (g) (i) (I) The grantee shall, at his own expense, in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:
 - (1) (A) on the date of the Land Grant forthwith provide and commence to operate the First Temporary Public Vehicle Park within the Edged Red Area; and
 - (B) thereafter at all times prior to the commencement of operation of the Second Temporary Public Vehicle Park referred to in paragraph 5(g)(ii)(I) in accordance with paragraph 5(g)(ii), continue to operate, uphold, maintain and manage the First Temporary Public Vehicle Park; and
 - (2) provide within the First Temporary Public Vehicle Park spaces for parking of private cars and heavy goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
- (II) All parking spaces provided within the First Temporary Public Vehicle Park shall be made available to all members of the public at all times 24 hours a day (or at such other hours as may be approved by the Director) for short-term parking of private cars and heavy goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, on hourly or daily basis or on such other basis as may be approved in writing by the Director.
- (III) The parking spaces provided within the First Temporary Public Vehicle Park shall not be used for any purpose other than for the purpose set out in paragraph 5(g)(i)(II), and in particular the First Temporary Public Vehicle Park or any part or parts thereof 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.
- (IV) Upon commencement of operation of the Second Temporary Public Vehicle Park referred to in paragraph 5(g)(ii)(I) in accordance with paragraph 5(g)(ii), the grantee shall, at his own expense, cease the operation of the First Temporary Public Vehicle Park in all respects to the satisfaction of the Director.
- (V) No building works (including site formation works) shall be commenced within the Edged Red Area or any part thereof prior to the commencement of operation of the Second Temporary Public Vehicle Park referred to in paragraph 5(g)(ii)(I) in accordance with paragraph 5(g)(ii).
- (ii) (I) The grantee shall, at his own expense, in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:
 - (1) (A) within one calendar month from the date of the Land Grant or such other date as may be approved by the Director, provide and commence to operate the Second Temporary Public Vehicle Park within the Pink Stippled Black Area and the Pink Hatched Blue Area; and
 - (B) thereafter at all times prior to the commencement of operation of the Public Vehicle Park referred to in paragraph 5(i)(i)(I) in accordance with paragraph 5(j)(i)(I) continue to operate, uphold, maintain and manage the Second Temporary Public Vehicle Park; and
 - (2) provide within the Second Temporary Public Vehicle Park the following spaces:
 - (A) not less than 130 spaces for the parking of private cars licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;
 - (B) not less than 10 spaces for the parking of heavy goods vehicles or buses or both licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation; and
 - (C) spaces for the parking of light goods vehicles and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation in all respects to the satisfaction of the Director.
- (II) Notwithstanding paragraph 5(f)(v), all parking spaces provided within the Second Temporary Public Vehicle Park shall be made available to all members of the public at all times 24 hours a day (or at such other hours as may be approved by the Director) for short-term parking of private cars, light goods vehicles, heavy goods vehicles, buses and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, on hourly or daily basis or on such other basis as may be approved in writing by the Director.
- (III) The parking spaces provided within the Second Temporary Public Vehicle Park shall not be used for any purpose other than for the purpose set out in paragraph 5(g)(ii)(II), and in particular the Second Temporary Public Vehicle Park or any part or parts thereof 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.
- (IV) Upon commencement of operation of the Public Vehicle Park referred to in paragraph 5(i)(i)(I) in accordance with paragraph 5(j)(i)(I), the grantee shall, at his own expense, cease the operation of the Second Temporary Public Vehicle Park in all respects to the satisfaction of the Director.
- (V) No building works (including site formation works) shall be commenced within the Pink Stippled Black Area or any part thereof or the Pink Hatched Blue Area or any part thereof prior to the commencement of operation of the Public Vehicle Park referred to in paragraph 5(i)(i)(I) in accordance with paragraph 5(j)(i)(I).
- (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee or any person by reason of the operation, upholding, maintenance or management of the First Temporary Public Vehicle Park or the Second Temporary Public Vehicle Park (the First Temporary Public Vehicle Park and the Second Temporary Public Vehicle Park are collectively referred to as “the Temporary Public Vehicle Park”) or any use of the Edged Red Area, the Pink Stippled Black Area or the Pink Hatched Blue Area (the Edged Red Area, the Pink Stippled Black Area and the Pink Hatched Blue Area are collectively referred to as “the Temporary Public Vehicle Park Area”) for the purpose of the Temporary Public Vehicle Park or otherwise, and no claim whatsoever shall be made by the grantee against the Government in respect of any such loss, damage, nuisance or disturbance. The grantee shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the operation, upholding, maintenance or management of the Temporary Public Vehicle Park, or any use of the Temporary Public Vehicle Park Area for the purpose of the Temporary Public Vehicle Park.
- (iv) The Government gives no warranty, express or implied, as to the suitability of the Temporary Public Vehicle Park Area or any part thereof for the purpose of the Temporary Public Vehicle Park.
- (v) For the purpose of the conditions of the Land Grant:
 - (I) “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation; and
 - (II) the decision of the Director as to whether and when the First Temporary Public Vehicle Park commences operation in accordance with paragraph 5(g)(i) and whether and when the Second Temporary Public Vehicle Park commences operation in accordance with paragraph 5(g)(ii) shall be final and binding on the grantee.
- (h) Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

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- (i) (i) In addition to the requirements to provide spaces for the respective purposes under and in accordance with paragraphs 5(n) and 6(c) (as may be respectively varied under the Land Grant), the grantee shall at his own expense, in all respects to the satisfaction of the Director and in accordance with the conditions of the Land Grant and the PVP Layout Plan as referred to and approved under paragraph 5(i)(ii) and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:
 - (I) erect and construct and thereafter provide and maintain within the Pink Area the Public Vehicle Park and
 - (II) provide within the Public Vehicle Park:
 - (1) not less than 122 spaces for the parking of private cars licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, each of the spaces so provided measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres, provided that out of the spaces so provided under this paragraph 5(i)(i)(II)(1), one space shall be reserved and designated for the parking of private cars by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and the dimension of such space shall be as the Building Authority may require and approve;
 - (2) not less than 24 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, each of the spaces so provided measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres; and
 - (3) not less than 25 spaces for the parking of heavy goods vehicles or buses or both licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, each of the spaces so provided measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres.
- (ii) Prior to commencement of any building works (other than site formation works and the Demolition Works) on the lot, the grantee shall submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director ("the PVP Layout Plan"). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the PVP Layout Plan approved by the Director under this paragraph 5(i)(ii) and in all respects to the satisfaction of the Director. The grantee shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the PVP Layout Plan approved by the Director under this paragraph 5(i)(ii) and shall not alter the layout except with the prior written approval of the Director.
- (iii) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the Director.
- (iv) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle referred to in paragraph 5(i)(i)(II) can move into or away from each parking space from or to the driveway or circulation area without obstruction.
- (v) The position of the ingress and egress control points, drop gate and pay booth and the access arrangement of the Public Vehicle Park shall be subject to the prior written approval of the Director.
- (vi) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in paragraph 5(i)(i)(II) shall have to queue or wait outside the lot to enter into the Public Vehicle Park.
- (vii) (I) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short-term parking on hourly basis between 12:30 p.m. to 11:00 p.m. daily or at such other hours as may be approved in writing by the Director and for the remaining hours for short-term parking either on hourly or monthly basis or on such other basis as may be approved in writing by the Director.
- (II) The grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.
- (viii) For the purpose of calculating the total gross floor area stipulated in the Land Grant, there shall be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas and spaces as the Director may at his sole discretion consider appropriate) and the total gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the grantee.
- (ix) It is expressly agreed, declared and provided that the obligation on the part of the grantee contained in paragraph 5(i)(vii)(II) will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (j) (i) (I) The grantee shall, at his own expense, in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Director upon the date of compliance with paragraph 5(a)(ii), commence to operate the Public Vehicle Park.
- (II) Upon the commencement of operation of the Public Vehicle Park in accordance with paragraph 5(j)(i)(I) and thereafter at all times during the term of the Land Grant, the grantee shall, at his own expense, in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Director, subject to paragraph 5(k), continue to operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it.
- (ii) The grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and in particular after commencement of operation of the Public Vehicle Park or any part or parts thereof and particularly when carrying out any works upon, over, under, in or within the lot to avoid causing any damage, disturbance or interference to the Public Vehicle Park or any part or parts thereof. The grantee shall ensure that any such works do not damage, interfere with or endanger the safe operation of the Public Vehicle Park or any part or parts thereof (as to which the decision of the Director shall be final and conclusive).
- (iii) For the purpose of the conditions of the Land Grant, the decision of the Director as to the date of compliance with paragraph 5(a)(ii) and as to whether and when the Public Vehicle Park commences operation in accordance with paragraph 5(j)(i)(I) shall be final and binding on the grantee.
- (k) (i) It is agreed that the Public Vehicle Park and everything forming a portion of or pertaining to it shall be upheld, managed, repaired and maintained in accordance with paragraph 5(j)(i) together with:
 - (I) the Yellow Area and everything forming a portion of or pertaining to it in accordance with paragraph 5(e)(iv), prior to the re-delivery of the Yellow Area to the Government in accordance with paragraph 5(e)(vii)(III); and

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- (II) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it in accordance with paragraph 5(f)(vi), prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with paragraph 5(f)(ix)(I)
- as a whole, and it shall be a breach of paragraph 5(j)(i) if at any time during the term of the Land Grant, the Director is of the opinion that the grantee is in breach of paragraph 5(e)(iv) or paragraph 5(f)(vi) (as to which the opinion of the Director shall be conclusive).
- (ii) For the purposes of paragraph 5(k)(i), the expression “grantee” shall only mean the person entering into and executing the Land Grant and his assigns of the Public Vehicle Park.
- (l) The grantee shall not use or employ mechanical parking system in providing the parking spaces under paragraph 5(n) (as may be varied under the Land Grant) and under paragraph 5(i). No spaces under paragraph 5(n) (as may be varied under the Land Grant) and under paragraph 5(i) shall be provided by way of any form or type of mechanical parking system. For the purpose of the conditions of the Land Grant, the decision of the Director as to what constitutes mechanical parking system shall be final and binding on the grantee.
- (m) The grantee shall maintain the parking, loading and unloading areas and other areas, including but not restricted to the lifts, landings and manoeuvring and circulations areas in accordance with the car park layout plan (including the PVP Layout Plan approved by the Director under paragraph 5(i)(ii)) approved by and deposited with the Director.
- (n) (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(s) erected or to be erected on the lot and their bona fide guests, visitors or invitees according to a prescribed rate (“the Residential Parking Spaces”).
- (ii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building(s) or part(s) of the building(s) erected or to be erected on the lot for private residential purposes shall be provided according to a prescribed rate (“the Visitors’ Parking Spaces”).
- (iii) Out of the spaces referred to in paragraphs 5(n)(i) and 5(n)(iv) (as may be respectively varied under the Land Grant) and paragraph 5(n)(ii), the grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation as the Building Authority may require and approve (“the Parking Spaces for the Disabled Persons”).
- (iv) 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 occupiers of the building(s) erected or to be erected on the lot and their bona fide guests, visitors or invitees to be used for non-industrial (excluding private residential, godown, hotel, office and petrol filling station) purposes according to a prescribed rate (“the Parking Spaces for Non-industrial Purposes”).
- (v) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building(s) erected or to be erected on the lot and their bona fide guests, visitors or invitees according to a prescribed rate (“the Residential Motor Cycle Parking Spaces”).
- (vi) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building(s) erected or to be erected on the lot and their bona fide guests, visitors or invitees to be used for non-industrial (excluding private residential, godown, hotel, office and petrol filling station) purposes according to a prescribed rate (“the Motor Cycle Parking Spaces for Non-industrial Purposes”).
- (vii) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles according to a prescribed rate (“the Loading and Unloading Spaces”).
- (o) Any private streets, roads and lanes which by the conditions under the Land Grant are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads, and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.
- (p) The grantee shall at his own expense maintain those parts of recreational facilities provided within the lot and facilities ancillary thereto which are exempted from the gross floor area calculation pursuant to the Land Grant (“the Exempted Facilities”) in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents of the residential block(s) in the Development and their bona fide visitors and by no other person or persons.
- (q) (i) The grantee shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in paragraph 5(q)(ii). No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under paragraph 6(a).
- (ii) (I) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.
- (II) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (III) Not less than 50% of the 20% referred to in paragraph 5(q)(ii)(I) (“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.
- (IV) The decision of the Director as to which landscaping works proposed by the grantee constitutes the 20% referred to in paragraph 5(q)(ii)(I) shall be final and binding on the grantee.
- (V) The Director at his sole discretion may accept other non-planting features proposed by the grantee as an alternative to planting trees, shrubs or other plants.
- (iii) The grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.
- (iv) The grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

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- (r) (i) The grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (ii) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the grantee for any loss or damage thereby occasioned and the grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the grantee at his own cost and upon demand be handed over by the grantee to the Government for future maintenance thereof at the expense of the Government and the grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the grantee shall pay to the Government on demand the cost of such works.
- (s) (i) The grantee shall on or before 28 February 2017 or such other date as may be approved by the Director at his own expense submit or cause to be submitted to the Commissioner for Transport for his written approval a traffic arrangement proposal indicating the extent of and the programme and traffic arrangement for the closure of the section of Tung Yuen Street within the Pink Hatched Black Area, the Pink Cross-hatched Black Area, the Pink Circled Black Area and the Green Circled Black Area and the section of Shung Shun Street within the Yellow Area, and such other details and information as the Commissioner for Transport may require.
- (ii) The grantee shall on or before 31 March 2020 or such other date as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director implement the traffic arrangement proposal approved under paragraph 5(s)(i) ("the Approved Traffic Arrangement Proposal") and no amendment, variation, alteration, modification or substitution thereto shall be made by the grantee except with the prior written approval of or as required by the Commissioner for Transport.
- (iii) The Approved Traffic Arrangement Proposal shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Commissioner for Transport.

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

- (a) No trees 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.
- (b) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with a residential unit in the Development; or
 - (II) to a person who is already the owner of a residential unit in the Development; or
 - (ii) underlet except to residents of the residential units in the Development.

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 Development.

- (c) (i) The Residential Parking Spaces 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 residents of the residential units in the building(s) 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.
- (ii) The Visitors' Parking Spaces 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 bona fide guests, visitors or invitees of the residents of the building(s) or part(s) of the building(s) erected or to be erected on the lot for private residential purposes 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 Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building(s) 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.
- (iv) The Parking Spaces for Non-industrial Purposes 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(s) erected or to be erected on the lot and their bona fide guests, visitors or invitees be used for non-industrial (excluding private residential, godown, hotel, office and petrol filling station) purposes 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.
- (v) 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 building(s) 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.
- (vi) The Motor Cycle Parking Spaces for Non-industrial Purposes 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(s) erected or to be erected on the lot and their bona fide guests, visitors or invitees be used for non-industrial (excluding private residential, godown, hotel, office and petrol filling station) purposes 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.
- (vii) The Loading and Unloading Parking Spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with blocks of residential units erected or to be erected on the lot, and building(s) erected or to be erected on the lot to be used for non-industrial (excluding private residential, godown hotel, office and petrol filling station) purposes other than the Public Vehicle Park referred to in paragraph 5(i)(i)(I). Each of the said spaces provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.

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- (d) (i) The grantee shall not, throughout the term of the Land Grant, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description, or whether by any means similar to those referred to in the Land Grant whereby the Public Vehicle Park or any part or parts thereof or any interest therein is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected) or enter into any agreement so to do except the Public Vehicle Park as a whole and even then:
- (I) the grantee shall not, throughout the term of the Land Grant, assign, mortgage or charge the Public Vehicle Park as a whole except together with the Pink Hatched Blue Area (unless it shall have been surrendered to the Government in accordance with paragraph 5(f)(ix)(I));
 - (II) any assignment, mortgage or charge of the Public Vehicle Park as a whole together with the Pink Hatched Blue Area (unless it shall have been surrendered to the Government in accordance with paragraph 5(f)(ix)(I)) prior to compliance with the conditions of the Land Grant in all respects to the satisfaction of the Director (except mortgage or charge of the lot as a whole for the purpose of the development of the lot in accordance with the conditions of the Land Grant by way of a building mortgage under the Land Grant) shall be subject to the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him); and
 - (III) any underletting, parting with the possession of or other disposal of the Public Vehicle Park as a whole whether prior to or after compliance with the conditions of the Land Grant in all respects to the satisfaction of the Director shall be subject to the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him).
- (ii) No consent of the Director shall be given under paragraph 6(d)(i)(II) unless and until the works referred to in paragraph 5(f)(i)(I) shall have been completed in accordance with paragraph 5(f)(i)(I).
- (iii) Notwithstanding paragraph 6(d)(i), at any time whether prior to or after compliance with the conditions of the Land Grant in all respects to the satisfaction of the Director, the grantee may underlet the parking spaces within the Public Vehicle Park to members of the public for short-term parking in accordance with paragraph 5(i)(vii)(I) on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces, within the Public Vehicle Park or part or parts thereof, to which such underletting relates.
- (e) The parking spaces provided within the Public Vehicle Park under paragraphs 5(i)(i)(II)(1), 5(i)(i)(II)(2) and 5(i)(i)(II)(3) shall not be used for any purpose other than for the parking of private cars, light goods vehicles, heavy goods vehicles and buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation respectively referred to therein and in particular the Public Vehicle Park or any part or parts thereof 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.
- (f) It is expressly agreed, declared and provided that by imposing the obligation on the part of the grantee contained in paragraph 5(i)(vii)(II) neither the grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts thereof or any part or parts of the lot to the public for the right of passage.
- (g) (i) The grantee acknowledges that as at the date of the Land Grant, there are some buildings and structures existing on the lot and the Green Stippled Black Area as referred to in paragraph 5(c)(i)(I)(1)(A) (“the Existing Buildings and Structures”).
- (ii) Without prejudice to the generality of the provisions of the Land Grant, the grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot (including but not limited to the Pink Hatched Black Area, the Pink Circled Black Area and the Pink Cross-hatched Black Area) and the Green Stippled Black Area as referred to in paragraph 5(c)(i)(I)(1)(A) as existing on the date of the Land Grant and on the date or respective dates on which possession of the Pink Hatched Black Area, the Pink Circled Black Area and the Pink Cross-hatched Black Area shall be deemed to be given to the grantee in accordance with the Land Grant subject to the existence of the Existing Buildings and Structures, and no objection or claim whatsoever shall be made or raised by the grantee in respect of or on account of the same.
- (iii) The Government gives no warranty, express or implied, as to:
- (I) the physical condition, state or safety of the Existing Buildings and Structures or any part thereof; or
 - (II) whether the Existing Buildings and Structures or any part thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (iv) The grantee shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures (“the Demolition Works”).
- (v) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee by reason of the presence, use or subsequent demolition and removal of the Existing Buildings and Structures or otherwise, and no claim whatsoever shall be made by the grantee against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (vi) The grantee shall indemnify and keep indemnified the Government from and against all liabilities, loss, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with presence, use or subsequent demolition and removal of the Existing Buildings and Structures.
- (h) (i) (I) The grantee acknowledges that there is an existing storm water drain of 975mm diameter within a portion of the Pink Hatched Black Area bounded by black peck lines and marked “D. R.” on the plan annexed to the Land Grant (“the Drainage Reserve”). No building or structure or support for any building or structure shall be erected or constructed on, over, above, under, below or within the Drainage Reserve.
- (II) Notwithstanding paragraph 6(h)(i)(I), with the prior written consent of the Director and subject to such terms and conditions as he may impose, the grantee may erect or permit to be erected on the Drainage Reserve:
- (1) boundary walls or fences or both;
 - (2) landscape features;
 - (3) a basement floor or floors below the level of 1.45 metres above the Hong Kong Principal Datum; and
 - (4) a minor structure or structures such as at-grade driveway, footbridge connection or covered walkway,
- provided that if and when required by the Director, the grantee shall at his own expense, within the time limit specified by or as required in an emergency and in all respects to the satisfaction of the Director, remove or demolish such structure or structures and reinstate the Drainage Reserve. If the grantee fails to carry out such removal, demolition or reinstatement works within the time limit specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the grantee shall pay to the Government on demand the cost of such works.

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- (III) For the purpose of this paragraph 6(h), the decision of the Director as to:
- (1) what constitutes landscape features, a minor structure or structures, at-grade driveway, footbridge connection and covered walkway;
 - (2) what constitutes a basement floor or floors and whether a basement floor or floors is or are below the level of 1.45 metres above the Hong Kong Principal Datum
- shall be final and binding on the grantee.
- (ii) Throughout the term of the Land Grant, the Director and his duly authorized officers, contractors, his or their workmen (“the Relevant Persons”) with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining drains, sewers, channels, drainage facilities and all other services running across, through or under the Drainage Reserve (“the Utilities”) which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve. Where in the opinion of the Director (whose opinion shall be final and binding on the grantee), there are objects or material within the Drainage Reserve which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the grantee, at his own expense and in all respects to the satisfaction of the Director, to remove or demolish such objects or material and to reinstate the Drainage Reserve. If the grantee shall neglect or fail to comply with such notice within the time limit specified therein or as required in an emergency, the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the grantee shall pay to the Government on demand the cost of such works.
- (iii) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers under paragraphs 6(h)(i) and 6(h)(ii), the Government and the Relevant Persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the grantee arising out of or incidental to the exercise by the Relevant Persons of the right of unrestricted ingress, egress and regress and in laying, inspecting, repairing and maintaining the Utilities conferred under paragraph 6(h)(ii) and no claim whatsoever shall be made against the Government or the Relevant Persons by the grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.
- (j) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the grantee under the conditions of the Land Grant, or for any other purpose, the grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslide or subsidence occurring thereafter. The grantee shall at all times during the term of the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director. In the event that as a result of or arising out of any formation, levelling, development or other works done by the grantee or owing to any other reason, any falling away, landslide or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands

and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslide or subsidence. In addition to any other rights or remedies provided in the Land Grant for breach of any of the conditions of the Land Grant, the Director shall be entitled by notice in writing to call upon the grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslide or subsidence, and if the grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

- (k) In the event of earth, spoil, debris, construction waste or building materials (“the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (“the Government properties”), the grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping. The Director may (but is not obliged to), at the request of the grantee, remove the waste from and make good any damage done to the Government properties and the grantee shall pay to the Government on demand the cost thereof.
- (l) The grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (“the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Stippled Black Area, the Green Area, the Green Circled Black Area, the Yellow Area or any part of any of them (“the Services”). The grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Stippled Black Area, the Green Area, the Green Circled Black Area, 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 grantee shall pay to the Government on demand the cost of such works). If the grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Stippled Black Area, the Green Area, the Green Circled Black Area, the Yellow Area or any part of any of them or any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the grantee shall pay to the Government on demand the cost of such works.
- (m) Upon any failure or neglect by the grantee to perform, observe or comply with the Land Grant, the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works on the lot or any part thereof. Upon re-entry: (a) the rights of the grantee under the Land Grant on the part of the lot re-entered shall absolutely cease and determine; (b) the grantee shall not be entitled to any refund of premium, any payment or compensation whatsoever in respect of the value of the land or any building(s) erected thereon or any amount expended by the grantee in the preparation, formation or development of the lot or any part thereof; but (c) the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the Land Grant are not to be thereby prejudiced.

SUMMARY OF LAND GRANT

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(n) See 5 above.

Notes:

1. Pursuant to two letters issued by the District Lands Office/Kowloon East of the Lands Department dated 21 June 2021 and 25 July 2023 respectively, the Director of Lands has extended the deadline for compliance with the relevant obligations under the Land Grant to 31 March 2024. Such extension was granted pursuant to Lands Department Lands Administration Office Practice Notes Nos. 4/2020 and 2/2022 respectively as part of the Government's relief measures in response to the COVID-19 pandemic. The Lands Department has on 28 December 2023 issued the Certificate of Compliance certifying that all positive obligations imposed on the grantee in respect of the lot under the Land Grant have been complied with to the satisfaction of the Director of Lands.
2. The expression "grantee" as mentioned in this section means the "Purchaser" under the Land Grant, and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.

SUMMARY OF LAND GRANT

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1. 發展項目所位於的土地的地段編號：
油塘內地段第44號餘段。
2. 有關租契規定的年期：
由2016年9月1日起計50年。
3. 適用於該土地的用途限制：
 - (a) 該地段或其任何部分或其上已建或擬建建築物除作非工業（不包括貨倉、酒店、辦工室及加油站）用途外，不得用作其他用途。
 - (b) 該地段內不得興建或建造墳墓或靈灰安置所，亦不得於該地段其上或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）。
 - (c) 承授人不得使用、容忍或容許使用該地段或其任何部分或其上已建或擬建建築物或其上任何部分於碼頭、墩或海堤以岸邊貨櫃搬運設備作遠洋輪船上落櫃貨之用途。就第3(c)段而言，「遠洋輪船」被視為包括根據《船舶及港口管制條例》、其附屬規例及任何修訂條例定義於內河航限以內航行之船隻，及被視為不包括只於香港水域航行之船隻。
4. 按規定須興建並提供予政府或供公眾使用的設施：
 - (a) 在批地文件所夾附的圖則上以綠色加黑點顯示（「綠色加黑點範圍」）並須由承授人鋪設及塑造的日後興建公共道路的部分；以及地政總署署長（「署長」）全權酌情要求須由承授人提供及建造致使綠色加黑點範圍上可建造建築物及供車輛和行人往來的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「綠色加黑點範圍構築物」）。
 - (b) 在批地文件所夾附的圖則上分別以綠色及綠色加黑圓圈顯示（分別稱為「綠色範圍」及「綠色加黑圓圈範圍」）並須由承授人鋪設及塑造的日後興建公共道路的部分；以及署長全權酌情要求須由承授人提供及建造致使綠色範圍及綠色加黑圓圈範圍（統稱「綠色及綠色加黑圓圈範圍」）上可建造建築物及供車輛和行人往來的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物（統稱「綠色及綠色加黑圓圈範圍構築物」）。
 - (c) 於批地文件所夾附的圖則上以黃色顯示（「黃色範圍」）並須由承授人鋪設、塑造、興建、建造、提供、作環境美化的海濱長廊，供所有公眾人士於任何時間徒步或使用輪椅自由通過以來回海濱，並於當眼位置為公眾人士顯示該等通道資料。
 - (d) 於批地文件所夾附的圖則上以粉紅色間藍斜線顯示（「粉紅色間藍斜線範圍」）並須由承授人鋪設、塑造、興建、建造、提供、作環境美化的海濱長廊，供所有公眾人士於任何時間徒步或使用輪椅自由通過以來往海濱，並於當眼位置為公眾人士顯示該等通道資料。
 - (e) 於批地文件所夾附的圖則上以紅色界線顯示（「紅色界線範圍」）並須由承授人提供及開始營運的第一臨時公眾停車場（「第一臨時公眾停車場」），供所有公眾人士於任何時間短期停泊私家車及重型貨車，直至第4(f)段提及之第二臨時公眾停車場開始營運。
 - (f) 於批地文件所夾附的圖則上以粉紅色加黑點顯示（「粉紅色加黑點範圍」）及於粉紅色間藍斜線範圍並須由承授人提供及開始營運的第二臨時公眾停車場（「第二臨時公眾停車場」），供所有公眾人士於任何時間短期停泊私家車、重型貨車、巴士、輕型貨車及電單車，直至第4(g)段提及之公眾停車場開始營運。
 - (g) 於批地文件所夾附的圖則上以粉紅色顯示（「粉紅色範圍」）並須由承授人興建、建造、提供及維持的公眾停車場（「公眾停車場」），供所有公眾人士於每天下午12時30分至下午11時正以時租形式作短期停泊，並於其餘時間以時租或月租形式作短期停泊，以停泊私家車、輕型貨車、重型貨車及巴士，並供所有公眾人士於任何時間自由進出公眾停車場。
 - (h) 須由承授人按照根據運輸署署長批准之交通安排計劃書實施交通安排（「交通安排」），以封閉該地段內於批地文件所夾附的圖則上分別以粉紅色間黑斜線、粉紅色間黑交叉線及粉紅色加黑圓圈顯示（分別稱為「粉紅色間黑斜線範圍」、「粉紅色間黑交叉線範圍」及「粉紅色加黑圓圈範圍」）之範圍及綠色加黑圓圈範圍內之東源街路段，及於黃色範圍內之崇信街路段。
5. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：
 - (a) (i) 發展項目須於2023年3月31日（見附註1）或之前建成至適宜佔用。
(ii) 公眾停車場須於2020年3月31日或之前建成至適宜佔用。
 - (b) 承授人須於批地文件年期內：(i) 按照經批准之設計及規劃及經批准之建築圖則維持所有建築物，不得有變更或改動；及(ii) 保持所有已建建築物修葺良好堅固，並於年期屆滿或終止時將其在同樣的修葺狀態下交回予政府。
 - (c) (i) (I) 承授人須：
 - (1) 於2020年3月31日或之前（或經署長批准的其他日期），自費以署長批准之方式、材料、標準、高度、定線及設計，致使署長在各方面滿意：
 - (A) 在綠色加黑點範圍鋪設及塑造日後興建公共道路；及
 - (B) 提供及建造綠色加黑點範圍構築物致使綠色加黑點範圍上可建造建築物及供車輛和行人往來；
 - (2) 於2020年3月31日或之前（或經署長批准的其他日期），自費於綠色加黑點範圍上鋪設路面、路邊石及管道，並就其提供署長可能要求之溝渠、污水管、排水渠、有管道接駁總水管的消防栓、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意；及
 - (3) 自費保養綠色加黑點範圍連同綠色加黑點範圍構築物及在該處所建造、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、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色加黑點範圍之管有權按照第5(c)(ii)段交回予政府。
 - (II) 若承授人未能於第5(c)(i)(I)段所訂日期（或經署長批准的其他日期）或之前履行該段下之責任，政府可進行所需之工程，唯費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
 - (III) 就任何對承授人或任何其他人所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行第5(c)(i)(I)段的責任或政府行使第5(c)(i)(II)段的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (ii) 僅為了進行第5(c)(i)段指明須進行的工程，承授人於批地文件日期被賦予綠色加黑點範圍的管有權。綠色加黑點範圍須應政府要求交回予政府，且不論任何情況，綠色加黑點範圍被視為在署長發出信件表示批地文件各項條件已妥為履行致使其滿意的當天由承授人交回予政府。承授人須在其管有綠色加黑點範圍期間的所有合理時間內容許所有政府及公眾車輛及行人自由出入綠色加黑點範圍，並確保通道不受工程干擾或阻礙，不論是否根據第5(c)(i)段進行之工程或其他工程。
- (iii) 除非經署長事先書面同意，承授人不得使用綠色加黑點範圍作儲存用途或任何臨時構築物之建造或任何除進行第5(c)(i)段指明之工程外之用途。
- (iv) (I) 承授人須在其管有綠色加黑點範圍期間的所有合理時間內：
 - (1) 允許政府、署長及其官員、承建商及代理及任何獲署長授權人士有權進出、往返及穿越該地段及綠色加黑點範圍，以便視察、檢查及監督任何須按第5(c)(i)(I)段進行的工程，及進行、視察、檢查及監督根據第5(c)(i)(II)段進行的工程及任何其他署長認為有需要在綠色加黑點範圍內進行的工程；
 - (2) 允許政府及獲政府授權的相關公用事業公司應其要求進出、往返及穿越該地段及綠色加黑點範圍，以供其在綠色加黑點範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。承授人須就有關任何上述於綠色加黑點範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；及

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- (3) 允許水務監督之官員及其他獲其授權之人士應其要求進出、往返及穿越該地段及綠色加黑點範圍，以進行任何與綠色加黑點範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。
- (II) 就任何對承授人或任何人所造成或承授人或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理、及任何根據第5(c)(iv)(I)段獲正式授權人士或公用事業公司行使權利而引起或附帶發生，政府、署長及其官員、承建商及代理、及任何根據第5(c)(iv)(I)段獲正式授權人士或公用事業公司概不承擔任何責任。
- (d) (i) (I) 承授人須：
 - (1) 於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費以署長批准之方式、材料、標準、高度、定線及設計，致使署長在各方面滿意：
 - (A) 在綠色及綠色加黑圓圈範圍鋪設及塑造日後興建公共道路；及
 - (B) 提供及建造綠色及綠色加黑圓圈範圍構築物致使綠色及綠色加黑圓圈範圍上可建造建築物及供車輛和行人往來；
 - (2) 於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費於綠色及綠色加黑圓圈範圍上鋪設路面、路邊石及管道，並就其提供署長可能要求的溝渠、污水管、排水渠、有管道接駁總水管的消防栓、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意；及
 - (3) 自費保養綠色及綠色加黑圓圈範圍連同綠色及綠色加黑圓圈範圍構築物及在該處所建造、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、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色及綠色加黑圓圈範圍之管有權按照第 5(d)(ii) 段交回予政府。
- (II) 若承授人未能於第5(d)(i)(I)段所訂日期(或經署長批准的其他日期)或之前履行該段下之責任，政府可進行所需之工程，唯費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (III) 就任何對承授人或任何其他人所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行第5(d)(i)(I)段的責任或政府行使第5(d)(i)(II)段的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (ii) (I) 僅為了進行第5(d)(i)段指明須進行的工程：
 - (1) 承授人於批地文件日期被賦予綠色範圍的管有權；及
 - (2) 綠色加黑圓圈範圍的管有權被視為在署長發出信件予承授人中指明之日期賦予承授人，唯該日期不可早於妥為履行第 5(c)(i)(I) 段及第 5(j)(i)(I) 段之日期。
- (II) 綠色及綠色加黑圓圈範圍須應政府要求交回予政府，且不論任何情況，綠色加黑點範圍會被視為於署長發出信件表示批地文件各項條件已妥為履行致使其滿意的當天由承授人交回予政府。承授人須在其管有綠色及綠色加黑圓圈範圍或其任何部分期間的所有合理時間內容許所有政府及公眾車輛及行人自由出入綠色及綠色加黑圓圈範圍，並確保通道不受工程干擾或阻礙，不論是否根據第5(d)(i)段進行之工程或其他工程。
- (iii) 除非經署長事先書面同意，承授人不得使用綠色及綠色加黑圓圈範圍作儲存用途或任何臨時構築物之建造或任何除進行第5(d)(i)段指明之工程外之用途。
- (iv) (I) 承授人須在其管有綠色及綠色加黑圓圈範圍或其任何部分期間的所有合理時間內：
 - (1) 允許政府、署長及其官員、承建商及代理及任何獲署長授權人士有權進出、往返及穿越該地段及綠色及綠色加黑圓圈範圍，以便視察、檢查及監督任何須按第5(d)(i)(I)段進行的工程，及進行、視察、檢查及監督根據第5(d)(i)(II)段進行的工程及任何其他署長認為有需要在綠色及綠色加黑圓圈範圍內進行的工程；
 - (2) 允許政府及獲政府授權的相關公用事業公司應其要求進出、往返及穿越該地段及綠色及綠色加黑圓圈範圍，以供其在綠色及綠色加黑圓圈範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務而所需的附屬設備。承授人須就有關任何上述於綠色及綠色加黑圓圈範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；及
 - (3) 允許水務監督之官員及其他獲其授權之人士應其要求進出、往返及穿越該地段及綠色及綠色加黑圓圈範圍，以進行任何與綠色及綠色加黑圓圈範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。
- (II) 就任何對承授人或任何人所造成或承授人或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理、及任何根據第5(d)(iv)(I)段獲正式授權人士或公用事業公司行使權利而引起或附帶發生，政府、署長及其官員、承建商及代理、及任何根據第5(d)(iv)(I)段獲正式授權人士或公用事業公司概不承擔任何責任。
- (e) (i) (I) 承授人須於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費以署長批准及按照第5(e)(ii)段經批准的圖則之材料、標準、高度、定線及設計，在黃色範圍以熟練的方式鋪設、塑造、興建、建造、提供及作環境美化的海濱長廊，致使署長在各方面滿意。
- (II) 除第5(e)(iii)段另有規定外，承授人須自費拆除及移除於黃色範圍內之現存構築物，致使署長在各方面滿意。
- (III) 就批地文件內之條件而言，而署長就第5(e)(i)(I)段及第5(e)(i)(II)段提及進行的工程是否已按照第5(e)(i)(I)段及第5(e)(i)(II)段完成及於何時完成而所作之決定為最終決定並對承授人具約束力。
- (ii) (I) 承授人須自費向署長呈交或安排呈交黃色範圍的圖則以供其書面批准，黃色範圍的圖則須包括黃色範圍之高度、位置、定線及設計的細節及資料，及署長要求之任何其他細節及資料。
- (II) 當黃色範圍的圖則經批准後，除非經署長事先書面批准或應署長要求，承授人不得修改、變動、更改、變更或替換根據第5(e)(ii)(I)段經批准之黃色範圍的圖則。
- (III) 經署長批准或應署長要求而其後作出之修改、變動、更改、變更或替換須被視為納入根據第5(e)(ii)(I)段經署長批准之黃色範圍的圖則並構成其部分。
- (IV) 除非第5(e)(ii)(I)段提及之黃色範圍的圖則已經署長書面批准，不得在黃色範圍或其任何部分開始任何建築工程(包括拆除工程)。
- (iii) (I) 承授人不得拆除或損壞於黃色範圍內現存之海堤或進行任何對海堤或其任何部分造成不利影響之工程，而署長就任何工程是否會對海堤造成不利影響所作決定為最終決定及對承授人具有約束力。
- (II) 由海堤之蓋頂線後方起計10米之內之最大累積荷載重量不得多於每平方米10千牛頓。
- (III) 於海堤之蓋頂線15米之內不得進行任何形式的撞擊式打樁工程。
- (iv) 在第5(e)(i)(I)段及第5(e)(i)(II)段提及之工程完成後，於此後所有時間承授人須自費維護、管理、維修及保養黃色範圍及其所有構成或附屬部分，包括但不限於海濱長廊及海堤令其處於修葺良好堅固的狀態，致使署長在各方面滿意，直至黃色範圍之管有權按照第5(e)(vii)(III)段交回予政府。
- (v) 若承授人未能根據第5(e)(i)段或第5(e)(iv)段履行該段下之責任，政府可進行所需之工程，唯費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (vi) 就任何對承授人或任何其他人所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行第5(e)(i)段及第5(e)(iv)段的責任或政府行使第5(e)(v)段的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；且承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

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- (vii) (I) 僅為了進行第5(e)(i)段及第5(e)(iv)段指明須進行的工程，黃色範圍的管有權被視為在署長發出信件予承授人中指明之日期賦予承授人，唯該日期不可早於妥為履行第5(c)(i)(I)段及第5(j)(i)(I)段之日期。
- (II) 承授人被視為已接受黃色範圍及其上之構築物及地基(如有)於黃色範圍的管有權被視為賦予承授人當天之現存情況及狀態；且承授人亦不得針對政府就其提出任何申索。
- (III) 承授人須於任何時間應署長要求將黃色範圍之管有權交回予政府。
- (viii) 除非經署長事先書面同意，承授人不得使用黃色範圍或其任何部分作儲存用途或停泊車輛或任何臨時構築物之建造或任何除進行第5(e)(i)段、第5(e)(iv)段及第5(e)(v)段指明之工程外及為了第5(e)(x)段指明之目的外之用途。
- (ix) (I) 承授人須在其管有黃色範圍期間的所有時間內：
- (1) 允許政府、署長及其官員、承建商及代理及任何獲署長授權人士，不論帶同或不帶同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、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第5(e)(i)段及第5(e)(iv)段進行的工程，及進行、視察、檢查及監督根據第5(e)(v)段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；
- (2) 允許政府及獲政府授權的相關公用事業公司應其要求進出、往返及穿越該地段及黃色範圍，以供其在黃色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務而所需的附屬設備。承授人須就有關任何上述於黃色範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；及
- (3) 允許水務監督之官員及其他獲其授權之人士應其要求進出、往返及穿越該地段及黃色範圍，以進行任何與黃色範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。
- (II) 就任何對承授人或任何人所造成或承授人或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理、及任何根據第5(e)(ix)(I)段獲正式授權人士或公用事業公司行使權利或因承授人履行第5(e)(x)段的責任而引起或附帶發生，政府、署長及其官員、承建商及代理、及任何根據第5(e)(ix)(I)段獲正式授權人士或公用事業公司概不承擔任何責任；而承授人亦不得針對政府、署長及其官員、承建商及代理、及任何獲署長授權人士就該等損失、損壞、滋擾或干擾提出任何申索。
- (x) 在第5(e)(i)(I)段及第5(e)(i)(II)段提及之工程完成後，在此後所有時間直至黃色範圍之管有權按照第5(e)(vii)(III)段交回予政府，承授人須自費並致使署長在各方面滿意：
- (I) 容許所有公眾人士毋須繳付任何形式的費用，自由並不受干擾地徒步或以輪椅進出黃色範圍及其任何部分與及其上、穿過、其內和沿路，以來回海濱；及
- (II) 於當眼位置顯示告示通知公眾人士黃色範圍於所有時間免費為公眾人士開放及列出署長不時要求之其他有關資料。
- (xi) 僅為了第5(e)(i)段、第5(e)(ii)段、第5(e)(iv)段、第5(e)(v)段、第5(e)(vii)段及第5(e)(x)段中提述「承授人」一詞僅指簽立批地文件之人士及第5(i)(i)(I)段提及之公眾停車場的承讓人。
- (f) 除第5(g)段另有規定外：
- (i) (I) 承授人須於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費以署長批准及按照第5(f)(iii)段經批准的圖則之材料、標準、高度、定線及設計，在粉紅色間藍斜線範圍以熟練的方式鋪設、塑造、興建、建造、提供及作環境美化的海濱長廊，致使署長在各方面滿意。
- (II) 就批地文件內之條件而言，而署長就第5(f)(i)(I)段提及進行的工程是否已按照第5(f)(i)(I)段完成及於何時完成而所作之決定為最終決定並對承授人具約束力。
- (ii) 除根據第5(f)(iii)段經署長批准之圖則包括之小型構築物除外，不得於粉紅色間藍斜線範圍上、上面、上空、下、地底或內興建、建造或放置任何建築物或構築物或任何建築物或構築物之支

- 承物。
- (iii) (I) 承授人須自費向署長呈交或安排呈交粉紅色間藍斜線範圍的圖則以供其書面批准，粉紅色間藍斜線範圍的圖則須包括粉紅色間藍斜線範圍之高度、位置、定線及設計的細節及資料，及署長要求之任何其他細節及資料。
- (II) 當粉紅色間藍斜線範圍的圖則經批准後，除非經署長事先書面批准或應署長要求，承授人不得修改、變動、更改、變更或替換根據第5(f)(iii)(I)段經批准之粉紅色間藍斜線範圍的圖則。
- (III) 經署長批准或應署長要求而其後作出之修改、變動、更改、變更或替換須被視為納入根據第5(f)(iii)(I)段經署長批准之粉紅色間藍斜線範圍的圖則並構成其部分。
- (IV) 除非第5(f)(iii)(I)段提及之粉紅色間藍斜線範圍的圖則已經署長書面批准，不得在粉紅色間藍斜線範圍或其任何部分開始任何建築工程(包括拆除工程)。
- (iv) (I) 承授人不得拆除或損壞於粉紅色間藍斜線範圍內現存之海堤或進行任何對海堤或其任何部分造成不利影響之工程，而署長就任何工程是否會對海堤造成不利影響所作決定為最終決定及對承授人具有約束力。
- (II) 由海堤之蓋頂線後方起計10米之內最大累積荷載重量不得多於每平方米10千牛頓。
- (III) 於海堤之蓋頂線15米之內不得進行任何形式的撞擊式打樁工程。
- (v) 除了按第5(f)(ix)(I)段訂明交還管有權外，承授人不得將粉紅色間藍斜線範圍或其任何部分或其內任何產權轉讓、抵押、押記、分租、放棄管有或以任何其他形式作出產權處置或簽訂任何協議作上述事宜，唯本5(f)(v)段並不適用於按批地文件訂明的建築按揭及按第6(d)段訂明之粉紅色間藍斜線範圍連同公眾停車場的轉讓、抵押或押記。
- (vi) 在第5(f)(i)(I)段提及之工程完成後，在此後所有時間承授人須自費維護、管理、維修及保養粉紅色間藍斜線範圍及其所有構成或附屬部分，包括但不限於海濱長廊及海堤令其處於修葺良好堅固的狀態，致使署長在各方面滿意，直至粉紅色間藍斜線範圍之管有權按照第5(f)(ix)(I)段交還予政府。
- (vii) 若承授人未能按第5(f)(i)段或第5(f)(iv)段履行該段下之責任，政府可進行所需之工程，唯費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
- (viii) 就任何對承授人或任何其他人士所造成或承授人或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行第5(f)(i)段及第5(f)(vi)段的責任或政府行使第5(f)(vii)段的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (ix) (I) 承授人須自費於任何時間應署要求把粉紅色間藍斜線範圍連同所有安裝在其上或內的署長全權酌情指明之設施、服務和裝置，在不受產權負擔影響下交還並交吉予政府，且政府毋須向承授人作出任何繳款或賠償；唯政府並無責任應承授人請求接受承授人交還粉紅色間藍斜線範圍，但在政府認為適合時則可如此做。為此，承授人須自費並依署長批准或要求的樣式及包括署長所批准或要求的條件簽立土地交還契據和任何其他所需文件。
- (II) 在根據第5(f)(ix)(I)段交還粉紅色間藍斜線範圍予政府之前，除非承授人已自費將粉紅色間藍斜線範圍從地段中分割致使署長滿意，承授人不得將該地段或其任何部分或其內任何產權或其上任何已建或擬建建築物或其部分轉讓、抵押、押記、遺贈、分租、放棄管有或以任何其他形式作出產權處置或設定產權負擔或簽訂任何協議作上述事宜，唯本5(f)(ix)(II)段並不適用於按批地文件下之建築按揭。在進行上述分割之前，承授人須自費向署長提交地段分割文件供其書面批准。
- (III) 承授人同意並接受在根據第5(f)(ix)(I)段交還粉紅色間藍斜線範圍後，因為該地段的面積之減少或其他原因，承授人在開發或重新開發該地段或其中任何部分時或未能獲得根據批地文件准許的最大總樓面面積。政府對此概不承擔任何責任，承授人亦不得就未能獲得根據批地文件准許的最大總樓面面積針對政府要求索償或退還地價或作任何其他要求。
- (x) 在不影響第5(f)(ii)段一般性的原則下，除非經署長事先書面同意，承授人不得使用粉紅色間藍斜線範圍或其任何部分作儲存用途或停泊車輛或任何臨時構築物之建造或任何除進行第5(f)(i)段、第5(f)(vi)段及第5(f)(vii)段指明之工程外及為了第5(f)(xii)段指明之目的外之用途。

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- (xi) 在按照第5(f)(ix)(I)段交還粉紅色間藍斜線範圍予政府之前，承授人須在所有時間允許政府、署長及其官員、承建商及代理及任何獲署長授權人士，不論帶同或不帶同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、往返及穿越該地段包括粉紅色間藍斜線範圍，以便視察、檢查及監督任何須按第5(f)(i)段及第5(f)(vi)段進行的工程，及進行、視察、檢查及監督根據第5(f)(vii)段進行的工程及任何其他署長認為有需要在粉紅色間藍斜線範圍內進行的工程。
- (xii) 在第5(f)(i)(I)段提及之工程完成後，在此後所有時間直至承授人按照第5(f)(ix)(I)段交還粉紅色間藍斜線範圍之管有權予政府，承授人須自費並致使署長在各方面滿意：
 - (I) 容許所有公眾人士毋須繳付任何形式的費用，自由並不受干擾地徒步或以輪椅進出粉紅色間藍斜線範圍及其任何部分與其上、穿過、其內和沿路，於以下地點之間來回海濱：
 - (1) 於批地文件所夾附的圖則上顯示和標示的L點及M點之間穿過N點或署長書面批准的其他地點；及
 - (2) 在完成第5(e)(i)(I)段及第5(e)(i)(II)段提及的工程之條件下，於批地文件所夾附的圖則上顯示和標示的F點及G點之間穿過H點或署長書面批准的其他地點；及
 - (II) 於當眼位置顯示告示通知公眾人士粉紅色間藍斜線範圍於所有時間免費為公眾人士開放及列出署長不時要求之其他有關資料。
- (xiii) 就任何對承授人或任何人所造成或承授人或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理及任何獲署長授權人士行使第5(f)(xi)段的權利或承授人履行第5(f)(xii)段的責任或其他原因而引起或附帶發生，政府、署長及其官員、承建商及代理及任何獲署長授權人士概不承擔任何責任；承授人亦不得針對政府、署長及其官員、承建商及代理及任何獲署長授權人士就該等損失、損壞、滋擾或干擾提出任何申索。
- (xiv) 特此明文協定、申述及訂明，在第5(f)(xii)段對承授人施加義務的同時，承授人並無意圖撥出且政府亦沒有同意承授人將粉紅色間藍斜線範圍或其任何部份撥供公眾作通道使用。
- (xv) (I) 特此明文協定及申述，第5(f)(xii)段所載承授人的責任不得被視為引致期望或索求按《建築物(規劃)規例》第22(1)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比率的任何優惠或權利。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(1)條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (II) 另特此明文協定及申述，第5(f)(ix)段所載承授人的責任不得被視為引致期望或索求按建築物《建築物(規劃)規例》第22(2)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比率的任何優惠或權利。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(2)條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (xvi) 僅為了第5(f)(i)段、第5(f)(iii)段、第5(f)(vi)段、第5(f)(vii)段、第5(f)(ix)(I)段及第5(f)(xii)段中提述「承授人」一詞僅指簽立批地文件的人士及第5(i)(i)(I)段提及之公眾停車場的承讓人。
- (g) (i) (I) 承授人須自費於各方面致使署長滿意並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例：
 - (1) (A) 於紅色界線範圍在批地文件簽立日期立即提供及開始營運第一臨時公眾停車場；及
 - (B) 此後所有時間直至第5(g)(ii)(I)段提及之第二臨時公眾停車場按照第5(g)(ii)段開始營運之前，繼續營運、維護、保養及管理第一臨時公眾停車場；及
 - (2) 於第一臨時公眾停車場內，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車及重型貨車。
- (II) 第一臨時公眾停車場內之所有停車位須於一天24小時所有時間(或經署長批准的其他時間)供所有公眾人士，以時租或日租或署長書面批准的其他形式，作短期停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車及重型貨車。
- (III) 第一臨時公眾停車場的停車位不得用作除供第5(g)(i)(II)段所列之用途以外的任何用途，尤其是第一臨時公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (IV) 當第5(g)(ii)(I)段提及之第二臨時公眾停車場按照第5(g)(ii)段開始營運時，承授人須自費終止營運第一臨時公眾停車場，致使署長各方面滿意。
- (V) 在第5(g)(ii)(I)段提及之第二臨時公眾停車場按照第5(g)(ii)段開始營運之前，不得在紅色界線範圍或其任何部分開始任何建築工程(包括地盤平整工程)。
- (ii) (I) 承授人須自費於各方面致使署長滿意並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例：
 - (1) (A) 於粉紅色加黑點範圍及粉紅色間藍斜線範圍在批地文件簽立日期後一個曆月之內(或經署長批准的其他日期)提供及開始營運第二臨時公眾停車場；及
 - (B) 此後所有時間直至第5(i)(i)(I)段提及之公眾停車場按照第5(j)(i)(I)段開始營運之前，繼續營運、維護、保養及管理第二臨時公眾停車場；及
 - (2) 於第二臨時公眾停車場提供以下車位：
 - (A) 不少於130個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車；
 - (B) 不少於10個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之重型貨車及/或巴士；及
 - (C) 若干車位以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之輕型貨車及電單車，致使署長各方面滿意。
- (II) 儘管第5(f)(v)段規定，第二臨時公眾停車場內之所有停車位須於一天24小時所有時間(或經署長批准的其他時間)供所有公眾人士，以時租或日租或署長書面批准的其他形式，作短期停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車、輕型貨車、重型貨車、巴士及電單車。
- (III) 第二臨時公眾停車場的停車位不得用作除供第5(g)(ii)(II)段所列之用途以外的任何用途，尤其是第二臨時公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (IV) 當第5(i)(i)(I)段提及之公眾停車場按照第5(j)(i)(I)段開始營運時，承授人須自費終止營運第二臨時公眾停車場，致使署長各方面滿意。
- (V) 在第5(i)(i)(I)段提及之公眾停車場按照第5(j)(i)(I)段開始營運之前，不得在粉紅色加黑點範圍或其任何部分或粉紅色間藍斜線範圍或其任何部分開始任何建築工程(包括地盤平整工程)。
- (iii) 就任何對承授人或任何人所造成或承授人或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因營運、維護、保養及管理第一臨時公眾停車場或第二臨時公眾停車場(第一臨時公眾停車場及第二臨時公眾停車場統稱「臨時公眾停車場」)，或任何使用紅色界線範圍、粉紅色加黑點範圍或粉紅色間藍斜線範圍(紅色界線範圍、粉紅色加黑點範圍及粉紅色間藍斜線範圍統稱「臨時公眾停車場範圍」)作臨時公眾停車場用途或其他原因而引起或附帶發生，政府概不承擔任何責任；承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。承授人須就所有直接或間接由營運、維護、保養及管理臨時公眾停車場或任何使用臨時公眾停車場範圍作臨時公眾停車場引起的或與之有關的一切法律責任、損失、損害、申索、支出、費用、收費、索求、訴訟或司法程序向政府彌償或使之獲得彌償。
- (iv) 政府就臨時公眾停車場範圍或其任何部分是否適合用作臨時公眾停車場，並無任何明示或隱含之保證。
- (v) 就批地文件內之條件而言：
 - (I) 「建築工程」及「地盤平整工程」根據《建築物條例》、其附屬規例及任何修訂條例定義；及
 - (II) 署長就第一臨時公眾停車場是否按照第5(g)(i)段開始營運及於何時開始營運，及第二臨時公眾停車場是否按照第5(g)(ii)段開始營運及於何時開始營運而所作之決定為最終決定並對承授人具約束力。

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- (h) 當發展或重建該地段時，可於受制於署長施加的條件下允許之指定位置作臨時通道供建築車輛進入該地段。於發展項目或重建項目完工後，承授人須於署長指定之期限內自費還原該已興建作臨時通道之範圍，致使署長在各方面滿意。
- (i) (i) 在按照第5(n)段及第6(c)段(或根據批地文件所分別更改)分別之目的提供車位之要求外，承授人須自費於各方面致使署長滿意在按照批地文件之條件及第5(i)(ii)段提及經批准之公眾停車場布局圖，並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例：
- (I) 於粉紅色範圍興建及建造及其後提供及維持公眾停車場；及
- (II) 於公眾停車場內提供：
- (1) 不少於122個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車，而每個車位須闊2.5米、長5.0米及淨空高度最少為2.4米，唯須從第5(i)(i)(II)(1)段提供之車位中，保留及指定一個車位，以供傷殘人士(按《道路交通條例》、其任何附屬規例及任何修訂條例定義)使用之私家車停泊，該車位之尺寸須按建築事務監督要求及批准；
- (2) 不少於24個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之輕型貨車，而每個車位須闊3.5米、長7.0米及淨空高度最少為3.6米；及
- (3) 不少於25個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之重型貨車及/或巴士，而每個車位須闊3.5米、長12.0米及淨空高度最少為4.7米。
- (ii) 於該地段開始進行任何建築工程(地盤平整工程及拆除工程除外)之前，承授人須自費向署長呈交或安排呈交公眾停車場之布局圖以供其書面批准，公眾停車場之布局圖須標明停車位、迴旋處、泊車樓層或層之天花高度、進出途徑、通道地方及任何其他署長可能要求的範圍及空間之布局(「公眾停車場布局圖」)。該停車位、迴旋處、泊車樓層或層之天花高度、進出途徑、通道地方及任何其他署長可能要求的範圍及空間須按照本5(i)(ii)段經署長批准之公眾停車場布局圖而提供及布局，致使署長在各方面滿意。承授人須按照本5(i)(ii)段經署長批准之公眾停車場布局圖維持該停車位、迴旋處、泊車樓層或層之天花高度、進出途徑、通道地方及任何其他署長可能要求的範圍及空間，及未經署長事先書面同意不可改動該布局。
- (iii) 除經署長書面批准之車輛進出通道外，不得使用或經由任何車輛進出通道進出公眾停車場之泊車樓層或層。
- (iv) 公眾停車場內提供之每個及所有停車位須直接面向車道或有充足之通道地方致使任何第5(i)(i)(II)段提及之車輛均能由車道或通道地方駛進或駛離每個停車位而不受阻礙。
- (v) 公眾停車場之出入管制站、吊閘、收費亭及進出安排的位置須經署長事先書面批准。
- (vi) 公眾停車場布局之設計須讓第5(i)(i)(II)段提及之車輛進入公眾停車場時毋須於該地段外排隊或等候。
- (vii) (I) 公眾停車場內提供的所有停車位須供所有公眾人士於每天下午12時30分至下午11時正(或經署長批准的其他時間)以時租形式，及於其餘時間以時租或月租形式或經署長書面批准之其他形式，作短期停泊車輛。
- (II) 承授人須於所有時間允許所有公眾人士自由進出及經過該地段及其部分或於該地段已興建或擬興建之建築物，作為通道以進出公眾停車場或其任何部分。
- (viii) 就根據批地文件計算總樓面面積而言，須計入公眾停車場(包括公眾停車場內之停車位、迴旋處、進出途徑及通道地方，以及任何其他署長全權酌情認為合適的範圍及空間)，公眾停車場之總樓面面積由署長決定，此決定為最終決定並對承授人具約束力。
- (ix) 特此明文協定及申述，第5(i)(vii)(II)段所載承授人的責任不得被視為引致期望或索求按《建築物(規劃)規例》第22(1)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比率的任何優惠或權利。為免存疑，承授人明文放棄按《建築物(規劃)規例》第22(1)條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。

- (j) (i) (I) 承授人須自費並於各方面遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，於妥為履行第5(a)(ii)段之日期開始營運公眾停車場，致使署長滿意。
- (II) 當公眾停車場按照第5(j)(i)(I)段開始營運，此後於批地文件年期內之所有時間，承授人須自費並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，除第5(k)段另有規定，繼續營運、維護、保養、維修、運作及管理公眾停車場及其所有構成或附屬部分，致使署長滿意。
- (ii) 承授人須於所有時間，尤其是公眾停車場或其任何部分開始營運後，於該地段之上、之下或之內進行任何工程時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對公眾停車場或其任何部分造成任何損壞、干擾或阻礙。承授人須確保該等工程不會損壞、阻礙或危害公眾停車場或其任何部分之營運安全(而署長之決定為最終及具決定性的)。
- (iii) 就批地文件內之條件而言，署長就履行第5(a)(ii)段之日期及公眾停車場是否按照第5(j)(i)(I)段開始營運及於何時開始營運而所作之決定為最終決定並對承授人具約束力。
- (k) (i) 特此協定按照第5(j)(i)段之公眾停車場及其所有構成或附屬部分連同以下部分須整體一起維護、管理、維修及保養：
- (I) 在黃色範圍按照第5(e)(vii)(III)段交回予政府之前，按照第5(e)(iv)段之黃色範圍及其所有構成或附屬部分；及
- (II) 在粉紅色間藍斜線範圍按照第5(f)(ix)(I)段交還予政府之前，按照第5(f)(vi)段之粉紅色間藍斜線範圍及其所有構成或附屬部分，
- 於批地文件年期內之任何時間，若署長認為承授人違反第5(e)(iv)段或第5(f)(vi)段，即等同違反第5(j)(i)段(而署長之決定為具決定性的)。
- (ii) 就第5(k)(i)段而言，段中提述「承授人」一詞僅指簽立批地文件的人士及其公眾停車場的承讓人。
- (l) 承授人不得於根據第5(n)段(可按批地文件更改)及第5(i)段提供之停車位使用或採用機械式泊車系統，而根據第5(n)段(可按批地文件更改)及第5(i)段提供之停車位不得以任何形式或類別之機械式泊車系統提供，就此段而言，署長就何謂機械式泊車系統而所作之決定為最終決定並對承授人具約束力。
- (m) 承授人須按照經署長批准並給其存檔之停車場布局圖(包括根據第5(i)(ii)段經署長批准之公眾停車場布局圖)維持停車位、上落貨車位及其他範圍，包括但不限於升降機、樓梯平台及運轉及通道地方。
- (n) (i) 須於該地段內按指定比率提供若干車位，以供按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，並屬於該地段上已建或擬建建築物的住客、其真實賓客、訪客或所邀請者之車輛停泊(「住宅停車位」)，致使署長滿意。
- (ii) 須按指定比率提供若干額外車位，以供按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，並屬於該地段上已建或擬建建築物作私人住宅用途的住客、其真實賓客、訪客或所邀請者之車輛停泊(「訪客停車位」)。
- (iii) 承授人須從第5(n)(i)段及第5(n)(iv)段(可分別按批地文件更改)及第5(n)(ii)段提及之車位中，保留及指定按建築事務監督要求或批准之數目的車位，以供傷殘人士(按《道路交通條例》、其任何附屬規例及任何修訂條例定義)使用之車輛停泊(「供傷殘人士用停車位」)。
- (iv) 須於該地段內按指定比率提供若干車位，以供按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，並屬於該地段上已建或擬建建築物的佔有人、其真實賓客、訪客或所邀請者作非工業(不包括私人住宅、貨倉、酒店、辦公室及加油站)用途之車輛停泊(「非工業用停車位」)，致使署長滿意。
- (v) 須於該地段內按指定比率提供若干車位，以供按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，並屬於該地段上已建或擬建建築物的住客、其真實賓客、訪客或所邀請者之電單車停泊(「住宅電單車停車位」)，致使署長滿意。

SUMMARY OF LAND GRANT

批地文件的摘要

- (vi) 須於該地段內按指定比率提供若干車位，以供按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，並屬於該地段上已建或擬建建築物的佔有人、其真實賓客、訪客或所邀請者作非工業（不包括私人住宅、貨倉、酒店、辦公室及加油站）用途之電單車停泊（「非工業用電單車停車位」），致使署長滿意。
- (vii) 須於該地段內按指定比率提供若干車位供貨車上落貨（「上落貨停車位」），致使署長滿意。
- (o) 任何在批地文件之條件下指明需要拓建的私家街、私家路及後巷之選址須使署長滿意，並由署長決定包括或排除於出租範圍，並須應要求免費交還予政府。如上述私家街、私家路及後巷交還予政府，該處鋪設路面、路邊石、排水渠（污水及雨水渠）及安裝道路照明的工程將由政府進行，唯費用由承授人支付，此後之維修費用則為公共開支。如上述私家街、私家路及後巷位於出租範圍內，承授人須於該處自費進行安裝路燈、鋪設路面、路邊石、排水渠及渠道的工程，並須自費保養，致使署長在各方面滿意；署長可基於公眾利益按需要在該處進行或安排進行路燈安裝及維修工程，承授人須承擔路燈安裝工程的資本開支，並允許工人和車輛自由進出該土地範圍，以便安裝及維修該等路燈。
- (p) 承授人須自費保養在該地段內按批地文件獲豁免計算總樓面面積的康樂設施及其附屬設施（「獲豁免設施」），使其處於修葺良好堅固的狀態，並須運作獲豁免設施致使署長滿意。獲豁免設施只准供發展項目之住宅大廈的住客及其真正賓客使用，並不得供其他人士使用。
- (q) (i) 承授人須自費將園景設計圖呈交署長批准，園景設計圖須按第(5)(q)(ii)段要求標明在該地段內提供的園景工程之位置、規劃及布局。除園景設計圖已獲署長書面批准及第6(a)段之樹木保育建議已獲許可（如有必要）外，不得在該地段或其任何部分開始任何地盤平整工程。
- (ii) (I) 園景設計圖須為1:500或更大比例，並標明園景美化建議的相關資料，包括現有樹木普查及處理方案、地盤布局及平整水平、建築發展概念、園景建築及種植花木之圖解布局，及署長要求的其他資料。
- (II) 須在該地段不少於百分之二十的範圍內栽種樹木、灌木或其他植物。
- (III) 於第(5)(q)(ii)(II)段提及之百分之二十中不少於百分之五十（「綠化範圍」）須在按署長全權酌情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出。
- (IV) 就承授人建議的園景工程是否屬第(5)(q)(ii)(II)段提及的百分之二十，署長的決定為最終決定及對承授人有約束力。
- (V) 署長可行使其全權酌情權接受承授人建議的其他非植物特色替代栽種樹木、灌木或其他植物。
- (iii) 承授人須按照經批准之園景設計圖自費於該地段上進行園景工程，致使署長在各方面滿意。除非經署長事先書面批准，不得修改、變動、更改、變更或替換經批准之園景設計圖。
- (iv) 此後承授人須自費保養及維持園景工程，使其處於安全、清潔、整齊、井然及健康的狀態，致使署長滿意。
- (r) (i) 承授人須自費建造及保養署長認為有需要的排水渠及渠道（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；且承授人須就因該等雨水造成的任何損壞或滋擾而起的所有訴訟、申索及索求彌償政府及其官員。
- (ii) 連接該地段任何排水渠及污水渠與政府雨水渠及污水渠（如已鋪設及投入運作）之工程可由署長進行，而署長對承授人就任何由此而起的損失或損壞並無責任，且承授人須應要求向政府支付該接駁工程之費用。另一選擇是，承授人可自費進行該接駁工程致使署長滿意，而在此情況下，上述位於政府土地內任何部分的接駁工程須由承授人自費保養，且須應要求由承授人交回予政府以供政府自費未來進行保養；承授人亦須應要求向政府繳付該接駁工程技術審核的費用。如承授人未有保養上述位於政府土地內任何部分的接駁工程，署長可進行其認為有需要的保養工程，且承授人須應要求向政府繳付該等工程的費用。
- (s) (i) 承授人須於2017年2月28日或之前（或經署長批准的其他日期），自費向運輸署署長呈交或安排呈交一份交通安排之計劃書以供其書面批准，該交通安排之計劃書標明以封閉於粉紅色間黑斜

線範圍、粉紅色間黑交叉線範圍、粉紅色加黑圓圈範圍及綠色加黑圓圈範圍內之東源街路段，及於黃色範圍內之崇信街路段之交通安排、其範圍及計劃，及包括運輸署署長要求之任何其他細節及資料。

- (ii) 承授人須於2020年3月31日或之前（或經署長批准的其他日期）自費實施根據第(5)(s)(i)段經批准的交通安排計劃書（「經批准交通安排計劃書」）之交通安排，致使署長在各方面滿意；除非經運輸署署長事先書面批准或應其要求，承授人不得修改、變動、更改、變更或替換經批准交通安排計劃書。
- (iii) 經運輸署署長批准或應其要求而其後作出之修改、變動、更改、變更或替換須被視為納入經批准交通安排計劃書並構成其部分。

6. 對買方造成負擔的租用條件：

- (a) 除非經署長事先書面許可，不得移除或干擾該地段或其毗鄰所生長的樹木；署長於給予許可時可就移植、補償性環境美化或重新栽種施加其認為合適之條件。
- (b) 住宅停車位及住宅電單車停車位均不得：
 - (i) 轉讓，除非：
 - (I) 連同發展項目的住宅單位轉讓；或
 - (II) 轉讓予已是發展項目住宅單位業主之人士；或
 - (ii) 出租，除非出租予發展項目住宅單位之住客。

唯於任何情況下，轉讓予發展項目住宅單位之業主或出租予發展項目住宅單位之住客的住宅停車位及住宅電單車停車位總數不得多於三個。

- (c) (i) 住宅停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，且屬於發展項目的住客、其真實賓客、訪客或所邀請者之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (ii) 訪客停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，且屬於該地段上已建或擬建建築物作私人住宅用途的住客的真實賓客、訪客或所邀請者之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (iii) 供傷殘人士用停車位不得用作停泊傷殘人士（按《道路交通條例》、其任何附屬規例及任何修訂法例定義）使用，且屬於該地段上已建或擬建建築物的住客或佔用人、其真實賓客、訪客或所邀請者之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (iv) 非工業用停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，且屬於發展項目的佔用人、其真實賓客、訪客或所邀請者作非工業（不包括私人住宅、貨倉、酒店、辦公室及加油站）用途之車輛以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (v) 住宅電單車停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，且屬於該地段上已建或擬建建築物的住客、其真實賓客、訪客或所邀請者之電單車以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (vi) 非工業用電單車停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌，且屬於發展項目的佔用人、其真實賓客、訪客或所邀請者作非工業（不包括私人住宅、貨倉、酒店、辦公室及加油站）用途之電單車以外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (vii) 上落貨停車位不得用作與該地段已興建或擬興建之住宅單位，及於該地段已興建或擬興建作非工業（不包括私人住宅、貨倉、酒店、辦公室及加油站）用途之建築物有關之貨車上落貨之外的任何用途，第(5)(i)(i)(I)段提及之公眾停車場除外。而每一上述車位須闊3.5米，長11米，其通行高度不得少於4.7米。

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- (d) (i) 於批地文件年期內，除非整個公眾停車場一起，承授人不得將公眾停車場或其任何部分或其內任何產權轉讓、抵押、押記、分租、放棄管有或以任何其他形式作出產權處置（不論是否以直接或間接保留、授予任何優先拒絕權、優先認購或授權或任何其他方法、安排或以任何文件；或不論是以近似批地文件所提及之任何方法從而將公眾停車場或其任何部分或其內任何產權出售、轉讓、抵押、押記、分租或放棄管有或使其受影響）或簽訂任何協議作上述事宜，即使如此：
- (I) 於批地文件年期內，除非連同粉紅色間藍斜線範圍（除非此範圍已按照第(5)(f)(ix)(I)段還予政府），承授人不得將整個公眾停車場一起轉讓、抵押或押記；
- (II) 於批地文件各項條件已妥為履行致使署長在各方面滿意之前，任何將整個公眾停車場一起連同粉紅色間藍斜線範圍（除非此範圍已按照第(5)(f)(ix)(I)段交還予政府）之轉讓、抵押或押記（為了按照批地文件之條件發展該地段而按批地文件以建築按揭之方式抵押或押記該整個地段除外），須經署長事先書面許可及達成任何其施加的條件（包括繳付其要求之費用）；及
- (III) 不論於批地文件各項條件已妥為履行致使署長在各方面滿意之前或之後，任何將整個公眾停車場一起分租、放棄管有或以任何其他形式作出產權處置須經署長事先書面許可及達成任何其施加的條件（包括繳付其要求之費用）。
- (ii) 除非第(5)(f)(i)(I)段提及之工程已按照第(5)(f)(i)(I)段完成，署長不得根據第(6)(d)(i)(II)段發出許可。
- (iii) 儘管第(6)(d)(i)段規定，不論於批地文件各項條件已妥為履行致使署長在各方面滿意之前或之後的任何時間，須於建築事務監督根據《建築物條例》、其附屬規例及任何修訂條例就公眾停車場或其任何部分之停車位發出佔用許可證或臨時佔用許可證之後，承授人才可按照第(5)(i)(vii)(I)段開始分租公眾停車場內該有關停車位予公眾人士作短期停泊車輛。
- (e) 根據第(5)(i)(II)(1)段、第(5)(i)(II)(2)段及第(5)(i)(II)(3)段於公眾停車場內提供之停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例分別獲發牌之私家車、輕型貨車、重型貨車及巴士以外的任何用途，尤其是公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (f) 特此明文協定、申述及訂明，在第(5)(i)(vii)(II)段對承授人施加義務的同時，承授人並無意圖撥出且政府亦沒有同意承授人將公眾停車場或其任何部分或該土地任何部分撥供公眾作通道使用。
- (g) (i) 承授人確認於批地文件之簽立日期，該地段及第(5)(c)(i)(I)(1)(A)段提及之綠色加黑點範圍有些現存建築物及構築物（「現存建築物及構築物」）。
- (ii) 在不影響批地文件條款之一般性的原則下，並在現存建築物及構築物存在之條件下，於批地文件之簽立日期及於粉紅色間黑斜線範圍、粉紅色加黑圓圈範圍及粉紅色間黑交叉線範圍之管有權按照批地文件被視為分別被賦予承授人時，承授人被視為已滿意並接受該地段（包括但不限於粉紅色間黑斜線範圍、粉紅色加黑圓圈範圍及粉紅色間黑交叉線範圍）及第(5)(c)(i)(I)(1)(A)段提及之綠色加黑點範圍之現存情況及狀態；且承授人不得就此或因此而作出或提出任何性質之反對或申索。
- (iii) 政府並無任何明示或隱含之保證：
- (I) 現存建築物及構築物或其任何部分之實際狀態、情況及安全；或
- (II) 現存建築物及構築物或其任何部分是否遵守《建築物條例》、其任何附屬規例及任何修訂法例而建造、安裝、或繼續存在。
- (iv) 承授人須自費拆除及移除現存建築物及構築物（「拆除工程」），致使署長在各方面滿意。
- (v) 就任何對承授人所造成或承授人蒙受的損失、損壞、滋擾或干擾，不論是否因現存建築物及構築物之存在、使用、或其後拆除及移除或其他原因而引起或附帶發生，政府、署長及其官員、承建商及代理及任何獲署長授權人士概不承擔任何責任；承授人亦不得針對政府、署長及其官員、承建商及代理及任何獲署長授權人士就該等損失、損壞、滋擾或干擾提出任何申索。
- (vi) 承授人須就所有直接或間接由現存建築物及構築物之存在、使用、或其後拆除及移除引起的或與之有關的一切法律責任、損失、損害、申索、支出、費用、收費、索求、訴訟或司法程序向政府彌償或使之獲得彌償。

- (h) (i) (I) 承授人確認於粉紅色間黑斜線範圍有一段直徑為975毫米的現存雨水渠，於批地文件所夾附的圖則上以黑色虛線劃分並標示為「D.R.」之範圍（「渠務專用範圍」）。渠務專用範圍上、上面、上空、下、地底或內不得建立任何建築物或構築物或任何建築物或構築物之支承物。
- (II) 儘管第(6)(h)(i)(I)段規定，如有署長事先書面同意及在遵從署長可施加的條款及條件之情況下，承授人可在渠務專用範圍上興建或容許興建：
- (1) 圍牆及/或圍欄；
- (2) 作環境美化之設施；
- (3) 位於香港主水平基準以上1.45米高度以下之地庫樓層；及
- (4) 小型構築物如地面車道、行人天橋接駁口或有蓋行人道，
- 但前提是若及當署長提出要求，承授人須自費於署長指定的期限內或因緊急情況所需移除或拆除該等構築物及復原渠務專用範圍致使署長各方面滿意。若承授人未能於指定期限內進行該等移除、拆除或復原工程，或因緊急情況所需，署長可進行該等其認為有需要的工程，且承授人須應要求向政府繳付該等工程的費用。
- (III) 就第(6)(h)段而言，署長就：
- (1) 何謂作環境美化之設施、小型構築物、地面車道、行人天橋接駁口及有蓋行人道；
- (2) 何謂地庫樓層及地庫樓層是否位於香港主水平基準以上1.45米之高度以下
- 所作之決定為最終決定並對承授人具約束力。
- (ii) 於批地文件年期內，署長及獲其妥為授權的官員、承辦商或其工人（「有關人士」），不論是否攜同工具、設備、機器或車輛，有權於所有時間進出穿越該地段以鋪設、視察、維修及保養署長可要求或授權並經過、貫穿或藏於渠務專用範圍的排水渠、污水渠、渠道、渠務設施及所有其他服務（「公用事業」）。任何可阻礙通往公用事業的通道的或使公用事業超出其負荷的任何性質的物件或材料均不得放置於渠務專用範圍內。若署長認為（其意見為最終意見及對承授人具約束力）渠務專用範圍內有可阻礙通往公用事業的通道的或使公用事業超出其負荷的任何性質的物件或材料，署長有權以書面通知要求承授人自費移除或拆除該等物件或材料並復原渠務專用範圍，致使署長在各方面滿意。如承授人忽略或未能在指明期限內遵行該通知，或因緊急情況所需，署長可進行該等其認為有需要的移除、拆除及復原工程，且承授人須應要求向政府繳付該等工程的費用。
- (iii) 除就因行使第(6)(h)(i)段及第(6)(h)(ii)段提及的權利及權力而開挖的任何坑道之復原工程外，就任何對承授人所造成或承授人蒙受的損失、損壞、滋擾或干擾，不論是否因有關人士行使根據第(6)(h)(ii)段的自由進出穿越的權利及進行鋪設、視察、維修及保養公用事業的權利而引起或附帶發生，政府及有關人士概不承擔任何責任；且承授人亦不得針對政府及有關人士就任何該等損失、損壞、滋擾或干擾提出任何申索。
- (i) 除了經署長事先書面許可以外，承授人不得削去、清除或後移該地段任何毗鄰或毗連的政府土地，或於任何政府土地進行任何種類的堆土、填土或斜坡整理工程。署長可全權酌情給予有關許可，但須受其全權酌情決定施加任何其認為合適之條款及條件所規限，包括由其釐定之地價批出額外政府土地作為該地段的增批部分。
- (j) 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承授人進行開拓、平整或發展工程或其於批地文件之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，承授人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。承授人須於批地文件年期內的所有時間自費保養上述土地、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。若於任何時間因承授人進行的開拓、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，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，承授人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

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或可能造成、蒙受或招致的任何費用、收費、損害、索求及申索彌償政府、其代理人及承建商。除了批地文件訂明就任何違反批地文件之條件而有的權利或濟助外，署長亦有權以書面通知形式要求承授人進行、興建及保養上述土地、斜坡整理工程、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，且如承授人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，而承授人須應要求向政府歸還該工程的費用，連同任何行政或專業費用或收費。

- (k) 倘若該地段或其他受開發該地段影響範圍的泥土、廢土、瓦礫、建築廢料或建材(「該等廢料」)遭侵蝕、沖洗或傾倒在公共巷徑或道路上，或路旁暗渠、前濱或海床、污水渠、雨水渠或溝渠或其他政府財產之上或內(「該等政府財產」)，承授人須自費清理該等廢料並修葺任何對該等政府財產造成的損壞。承授人須就該等侵蝕、沖洗或傾倒對私人財產造成的任何損壞或滋擾所引致的一切訴訟、申索及索求彌償政府。署長可以(但無義務)應承授人請求清理廢料並修葺該等廢料對該等政府財產造成的任何損壞，而承授人須應要求向政府支付有關費用。
- (l) 承授人須於所有時候，尤其是當進行建造、保養、翻新或維修工程(「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，以免對處於或行經該地段、綠色加黑點範圍、綠色範圍、綠色加黑圓圈範圍、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、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(「該等服務」)造成任何損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的恰當搜索及勘查，以查明該等服務之現行位置及水平，並須就如何處理任何或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批准，且不得在署長就該等工程及上述建議書發出書面批准之前進行任何工程。承授人須遵行及自費達成署長於發出上述批准時就該等服務所施加的任何要求，包括任何有需要的改道、重鋪或還原工程之費用。承授人須自費在各方面維修、修復及還原所有因該等工程對該地段、綠色加黑點範圍、綠色範圍、綠色加黑圓圈範圍、黃色範圍或其任何部分或任何該等服務所造成，或以任何方式引致的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或水管除外，其之修復將由署長進行，除非署長另有決定，而承授人須應要求向政府支付上述工程之費用)。若承授人未有對該地段、綠色加黑點範圍、綠色範圍、綠色加黑圓圈範圍、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、修復及還原工程致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修復及還原工程，而承授人須應要求向政府支付上述工程之費用。
- (m) 當承授人未能或忽略履行、遵守或符合批地文件，政府有權收回及重新管有該地段或其任何部分以及所有或任何於該地段或其任何部分上之建築物、豎設物及工程。當該地段被收回：(i) 承授人在批地文件之下於該地段被收回之部分的權利將完全告終及終止；(ii) 承授人無權獲得任何地價退款、就該土地及其上之任何建築物的價值的任何款項或賠償，或承授人在準備、平整地盤或發展該地段或其任何部分中花費的任何金額；但(iii) 政府就任何違反、未能履行或執行批地文件而有的任何其他權利、濟助及申索將不受此影響。
- (n) 請參閱上文第 5 段。

附註：

1. 根據兩封由地政總署九龍東區地政處發出（日期分別為2021年7月21日及2023年7月25日）之信件，地政總署署長已將批地文件下相關責任的完成期限延展至2024年3月31日。有關期限延展分別是根據地政總署地政處作業備考編號第4/2020號及第2/2022號批出，作為政府應對2019冠狀病毒病疫情的紓緩措施之一。地政總署已於2023年12月28日發出合約完成證明書，證明承授人於批地文件所訂明有關該地段必須履行的責任已獲完成並達致地政總署署長滿意程度。
2. 本節中提述「承授人」一詞指根據批地文件中的買方和如文意允許或要求包括其遺囑執行人、遺產管理人、承讓人及（如為法團）其繼承人和承讓人。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

1. Description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use
 - (a) Such portions of future public roads shown coloured green stippled black on the plan annexed to the Land Grant (“the Green Stippled Black Area”) which are required to be laid and formed by the grantee; and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands (“the Director”) may in his sole discretion require which are required to be provided and constructed by the grantee (collectively referred to as “the Green Stippled Black Area Structures”) so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area.
 - (b) Such portions of future public roads respectively shown coloured green and green circled black on the plan annexed to the Land Grant (those portions of future public roads are referred to as “the Green Area” and “the Green Circled Black Area” respectively) which are required to be laid and formed by the grantee; and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director may in his sole discretion require which are required to be provided and constructed by the grantee (collectively referred to as “the Green and Green Circled Black Area Structures”) so that building, vehicular and pedestrian traffic may be carried on the Green Area and the Green Circled Black Area (collectively referred to as “the Green and Green Circled Black Area”).
 - (c) A promenade in such portion shown coloured yellow on the plan annexed to the Land Grant (“the Yellow Area”) which is required to be laid, formed, erected, constructed, provided and landscaped by the grantee for free access by all members of the public on foot or by wheelchair to and from the waterfront at all times, with notices informing the same to the public to be displayed in prominent locations.
 - (d) A promenade in such portion shown coloured pink hatched blue on the plan annexed to the Land Grant (“the Pink Hatched Blue Area”) which is required to be laid, formed, erected, constructed, provided and landscaped by the grantee for free access by all members of the public on foot or by wheelchair to and from the waterfront at all times, with notices informing the same to the public to be displayed in prominent locations.
 - (e) A first temporary public vehicle park in such portion shown edged red on the plan annexed to the Land Grant (“the Edged Red Area”) which is required to be provided and commenced to operate by the grantee (“the First Temporary Public Vehicle Park”) for short-term parking of private cars and heavy goods vehicles by all members of the public at all times until a second temporary public vehicle park referred to in paragraph 1(f) commence to operate.
 - (f) A second temporary public vehicle park in such portions shown coloured pink stippled black on the plan annexed to the Land Grant (“the Pink Stippled Black Area”) and in the Pink Hatched Blue Area which is required to be provided and commenced to operate by the grantee (“the Second Temporary Public Vehicle Park”) for short-term parking of private cars, heavy goods vehicles, buses, light goods vehicles and motor cycles by all members of the public at all times until a public vehicle park referred to in paragraph 1(g) commence to operate.
 - (g) A public vehicle park in such portion shown coloured pink on the plan annexed to the Land Grant (“the Pink Area”) which is required to be erected, constructed, provided and maintained by the grantee (“the Public Vehicle Park”) for parking of private cars, light goods vehicles, heavy goods vehicles and buses by all members of the public for short-term parking on hourly basis between 12:30 p.m. to 11:00 p.m. daily and for the remaining hours for short-term parking either on hourly or monthly basis, and for free access to and from the Public Vehicle Park by all members of the public at all times.
 - (h) A traffic arrangement (“the Traffic Arrangement”) for the closure of the section of Tung Yuen Street within such portions of the lot respectively shown coloured pink hatched black, pink cross-hatched black and pink circled black on the plan annexed to the Land Grant (“the Pink Hatched Black Area”, “the Pink Cross-hatched Black Area” and “the Pink Circled Black Area” respectively) and the Green Circled Black Area and the section of Shung Shun Street within the Yellow Area which is required to be implemented by the grantee in accordance with a traffic arrangement proposal approved by the Commissioner of Transport.
2. Description of 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

See 1(a), 1(b), 1(d), 1(e), 1(f), 1(g) and 1(h) above.

Remark: “The Pink Hatched Blue Area” (i.e. Section A of Yau Tong Inland Lot No. 44) does not form part of the Development. Until the surrender and deliver up of the Pink Hatched Blue Area to the Government, the grantee will at its own expense maintain and keep the Pink Hatched Blue Area in accordance with the Land Grant.
3. 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.
4. Description of 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.
5. Plan(s) showing locations of the facilities mentioned in 1 and 2 (if any), open spaces mentioned in 3 (if any) and those parts of the land mentioned in 4 (if any)

See the plan(s) at the end of this section.
6. General public’s right to use

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs 1, 2, 3 and 4 above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).
7. Management, operation and maintenance

The facilities mentioned in 2 and open spaces mentioned in 3 (if any) are 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 those facilities or open spaces (if any) through the management expenses apportioned to the residential properties concerned.

Remark: “The Pink Hatched Blue Area” (i.e. Section A of Yau Tong Inland Lot No. 44) does not form part of the Development. Until the surrender and deliver up of the Pink Hatched Blue Area to the Government, the grantee will at its own expense maintain and keep the Pink Hatched Blue Area in accordance with the Land Grant.
8. Provisions of the land grant and the deed of dedication (if applicable), and of the deed of mutual covenant in respect of the Development that concern the facilities mentioned in 1 or 2 and open spaces mentioned in 3 (if any), and those parts of the land mentioned in 4 (if any)

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

A. Green Stippled Black Area

Land Grant

Special Condition Nos. (3) to (6)

Special Condition No. (3)

“(3) (a) The Purchaser shall:

- (i) on or before the 31st day of March 2020 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 all respects to the satisfaction of the Director:
- (I) lay and form those portions of future public roads shown coloured green stippled black on the plan annexed hereto (hereinafter referred to as “the Green Stippled Black Area”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Green Stippled Black Area Structures”)

so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area;

- (ii) on or before the 31st day of March 2020 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
 - (iii) maintain at his own expense the Green Stippled Black Area together with the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No. (4) 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 therein, 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.”

Special Condition No. (4)

“(4) For the purpose only of carrying out the necessary works specified in Special Condition No. (3) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Stippled Black Area. The Green Stippled Black Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Stippled Black Area allow free access over and along the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (3) hereof or otherwise.”

Special Condition No. (5)

“(5) The Purchaser shall not without the prior written consent of the Director use the Green Stippled Black Area 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. (3) hereof.”

Special Condition No. (6)

“(6) (a) The Purchaser shall at all reasonable times while he is in possession of the Green Stippled Black Area:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3)(b) hereof and any other works which the Director may consider necessary in the Green Stippled Black Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress, and regress to, from and through the lot and the Green Stippled Black Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Stippled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Stippled Black Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Stippled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Stippled Black Area.

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

Deed of mutual covenant

Clause 1.1

““**Green Stippled Black Area**” means “the Green Stippled Black Area” as referred to in Special Condition No.(3)(a)(i)(I) of the Government Grant;

“**Green Stippled Black Area Structures**” means “the Green Stippled Black Area Structures” as referred to in Special Condition No.(3)(a)(i)(II) of the Government Grant;”

Clause 4.6(o)

“4.6 The annual budget for the Management Expenses shall include the following:-

...

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- (o) the cost of repairing, maintaining and managing the Green and Green Circled Black Area, the Green and Green Circled Black Area Structures, the Green Stippled Black Area and the Green Stippled Black Area Structures under this Deed and/or pursuant to the Government Grant.”

Clause 4.7(a)

“4.7 The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Slopes and Retaining Walls, the Green and Green Circled Black Area, the Green and Green Circled Black Area Structures, the Green Stippled Black Area and the Green Stippled Black Area Structures;”

Clause 5.2(k)

“5.2 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

...

- (k) To maintain, manage and repair the Green and Green Circled Black Area, the Green and Green Circled Black Area Structures, the Green Stippled Black Area, the Green Stippled Black Area Structures in accordance with this Deed and the Government Grant.”

Clause 10.12

“10.12 Green Stippled Black Area

Notwithstanding anything herein contained and until such time as possession of the Green Stippled Black Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green Stippled Black Area and the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No. (3)(a)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green Stippled Black Area and the Green Stippled Black Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.”

Deed of dedication

Not applicable.

B. Green and Green Circled Black Area

Land Grant

Special Condition Nos. (7) to (10)

Special Condition No. (7)

“(7) (a) The Purchaser shall:

- (i) on or before the 31st day of March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads respectively shown coloured green and green circled black on the plan annexed hereto (those portions of future public roads are hereinafter respectively referred to as “the Green Area” and “the Green Circled Black Area”); and

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

so that building, vehicular and pedestrian traffic may be carried on the Green Area and the Green Circled Black Area (the Green Area and the Green Circled Black Area are hereinafter collectively referred to as “the Green and Green Circled Black Area”);

- (ii) on or before the 31st day of March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green and Green Circled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

- (iii) maintain at his own expense the Green and Green Circled Black Area together with the Green and Green Circled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green and Green Circled Black Area has been re-delivered to the Government in accordance with Special Condition No. (8) 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.”

Special Condition No. (8)

“(8) (a) For the purpose only of carrying out the necessary works specified in Special Condition No. (7) hereof,

- (i) the Purchaser shall on the date of this Agreement be granted possession of the Green Area; and
- (ii) possession of the Green Circled Black Area shall be deemed to be given to the Purchaser on a date or dates to be specified in a letter or letters from the Director to the Purchaser, such date or dates to be not earlier than the date of compliance with Special Conditions Nos. (3)(a) and (39)(a)(i) hereof.

- (b) The Green and Green Circled Black Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green and Green Circled Black Area or any part thereof allow free access over and along the Green and Green Circled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (7) hereof or otherwise.”

Special Condition No. (9)

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“(9) The Purchaser shall not without the prior written consent of the Director use the Green and Green Circled Black Area 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. (7) hereof.”

Special Condition No. (10)

“(10) (a) The Purchaser shall at all reasonable times while he is in possession of the Green and Green Circled Black Area or any part thereof:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green and Green Circled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (7)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (7)(b) hereof and any other works which the Director may consider necessary in the Green and Green Circled Black Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green and Green Circled Black Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green and Green Circled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green and Green Circled Black Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green and Green Circled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green and Green Circled Black Area.

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

Deed of mutual covenant

Clause 1.1

“**Green and Green Circled Black Area**” means “the Green and Green Circled Black Area” as referred to in Special Condition No.(7)(a)(i) of the Government Grant;

“**Green and Green Circled Black Area Structures**” means “the Green and Green Circled Black Area Structures” as referred to in Special Condition No.(7)(a)(i)(II) of the Government Grant;”

Clause 4.6(o)

“4.6 The annual budget for the Management Expenses shall include the following:-

...

- (o) the cost of repairing, maintaining and managing the Green and Green Circled Black Area, the

Green and Green Circled Black Area Structures, the Green Stippled Black Area and the Green Stippled Black Area Structures under this Deed and/or pursuant to the Government Grant.”

Clause 4.7(a)

“4.7 The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Land and the Development, the Development Common Areas and Facilities, the Slopes and Retaining Walls, the Green and Green Circled Black Area, the Green and Green Circled Black Area Structures, the Green Stippled Black Area and the Green Stippled Black Area Structures;”

Clause 5.2(k)

“5.2 Without limiting the generality of the other express powers of the Manager herein contained, the Manager shall have power:-

...

- (k) To maintain, manage and repair the Green and Green Circled Black Area, the Green and Green Circled Black Area Structures, the Green Stippled Black Area, the Green Stippled Black Area Structures in accordance with this Deed and the Government Grant.”

Clause 10.13

“10.13 Green and Green Circled Black Area

Notwithstanding anything herein contained and until such time as possession of the Green and Green Circled Black Area shall be redelivered or deemed to have been redelivered to the Government in accordance with the Government Grant, the Manager shall be responsible for the maintenance of the Green and Green Circled Black Area and the Green and Green Circled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in accordance with Special Condition No. (7)(a)(iii) of the Government Grant and the Owners shall be responsible for the costs and expenses for the maintenance and repair of the Green and Green Circled Black Area and the Green and Green Circled Black Area Structures and other structures thereon or therein as if they were part of the Common Areas and Facilities.”

Deed of dedication

Not applicable.

C. Yellow Area

Land Grant

Special Condition No. (18)

- “(18) (a) (i) The Purchaser shall on or before the 31st day of March 2023 or such other date as may be approved by the Director (See Note 1), at his own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the plans approved under sub-clause (b) of this Special Condition, a promenade within the area shown coloured yellow on the plan annexed hereto (hereinafter referred to as “the Yellow Area”).
- (ii) Subject to sub-clause (c) of this Special Condition, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director demolish and remove all existing structures

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within the Yellow Area.

- (iii) For the purpose of these Special Conditions, the decision of the Director as to whether and when the works referred to in sub-clauses (a)(i) and (a)(ii) of this Special Condition are completed in accordance with sub-clauses (a)(i) and (a)(ii) of this Special Condition shall be final and binding upon the Purchaser.
- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Area, which shall include details and information as to the level, position, alignment and design of the Yellow Area and such other details and information as the Director may require.
- (ii) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution to the plans of the Yellow Area approved under sub-clause (b)(i) of this Special Condition shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
- (iii) The plans of the Yellow Area approved under sub-clause (b)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (iv) No building works (including demolition works) shall be commenced on or within the Yellow Area or any part thereof unless and until the plans referred to in sub-clause (b)(i) of this Special Condition have been approved in writing by the Director.
- (c) (i) The Purchaser shall not demolish or damage the existing seawall within the Yellow Area or carry out any works which will adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will adversely affect the seawall shall be final and binding upon the Purchaser.
- (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
- (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (d) The Purchaser shall, upon completion of the works referred to in sub-clauses (a)(i) and (a)(ii) of this Special Condition and at all times thereafter, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition until such time as possession of the Yellow Area has been redelivered to the Government in accordance with sub-clause (g)(iii) of this Special Condition.
- (e) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) or sub-clause (d) of this Special Condition, 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 binding upon the Purchaser.
- (f) 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-clauses (a) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) 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.
- (g) (i) For the purpose only of carrying out the necessary works specified in sub-clauses (a) and (d) of this Special Condition, possession of the Yellow Area shall be deemed to be given to the Purchaser on a date or dates to be specified in a letter or letters from the Director to the Purchaser, such date or dates to be not earlier than the date of compliance with Special Conditions Nos. (3)(a) and (39)(a)(i) hereof.
- (ii) The Purchaser shall accept the Yellow Area in such state and condition and with such structures and foundations (if any) as existing on the date on which possession of the Yellow

Area is deemed to be given to the Purchaser, and no claim whatsoever shall be made against the Government by the Purchaser in respect thereof.

- (iii) The Yellow Area shall be re-delivered by the Purchaser to the Government at any time on demand of the Director.
- (h) The Purchaser shall not without the prior written consent of the Director use the Yellow Area or any part thereof for the purpose of storage or of parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clauses (a), (d) and (e) of this Special Condition and the purposes specified in sub-clause (j) of this Special Condition.
- (i) (i) The Purchaser shall at all times while he is in possession of the Yellow Area:
 - (I) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area;
 - (II) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and
 - (III) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Yellow Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Area.
- (ii) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (i)(i) of this Special Condition or the fulfilment of the Purchaser's obligations under sub-clause (j) of this Special Condition, and no claim whatsoever shall be made by the Purchaser against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (j) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director, upon completion of the works referred to in sub-clauses (a)(i) and (a)(ii) of this Special Condition and at all times thereafter until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with sub-clause (g)(iii) of this Special Condition:
 - (i) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Yellow Area or any part thereof to and from the waterfront; and
 - (ii) display notices in prominent locations informing the public that the Yellow Area is open to the

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public at all times free of charge and setting out such other relevant information as may be required from time to time by the Director.

- (k) For the purpose of sub-clauses (a), (b), (d), (e), (g) and (j) of this Special Condition only, the expression “Purchaser” shall only mean the person entering into and executing this Agreement and his assigns of the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof.”

Special Condition No. (40)

“(40) (a) It is hereby agreed that the Public Vehicle Park and everything forming a portion of or pertaining to it shall be upheld, managed, repaired and maintained in accordance with Special Condition No. (39)(a) hereof together with:

- (i) the Yellow Area and everything forming a portion of or pertaining to it in accordance with Special Condition No. (18)(d) hereof, prior to the re-delivery of the Yellow Area to the Government in accordance with Special Condition No. (18)(g)(iii) hereof; and
- (ii) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it in accordance with Special Condition No. (19)(f) hereof, prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with Special Condition No. (19)(i)(i) hereof as a whole, and it shall be a breach of Special Condition No. (39)(a) hereof if at any time during the term hereby agreed to be granted, the Director is of the opinion that the Purchaser is in breach of Special Condition No. (18)(d) hereof or Special Condition No. (19)(f) hereof (as to which the opinion of the Director shall be conclusive).

- (b) For the purposes of sub-clause (a) of this Special Condition, the expression “Purchaser” shall only mean the person entering into and executing this Agreement and his assigns of the Public Vehicle Park.”

Deed of mutual covenant

Clause 1.1

““**Yellow Area**” means “the Yellow Area” as referred to in Special Condition No.(18)(a)(i) of the Government Grant.”

Clause 2.9

“2.9 The Owner of the Public Vehicle Park and his assigns shall at his own expense and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfactions of the Director of Lands, operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it together with:-

- (a) the Yellow Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition in accordance with Special Condition No. (18)(d) of the Government Grant, prior to the redelivery of the Yellow Area to the Government in accordance with the Government Grant; and
- (b) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition in accordance with Special Condition No. (19)(f) of the Government Grant, prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with the Government Grant

as a whole in accordance with the Government Grant.”

The Second Schedule, Part B, Paragraph 1(e)

“1. The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

...

- (e) Prior to the redelivery of possession of the Yellow Area to the Government in accordance with the Government Grant,
 - (i) right of the Government, the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands, with or without tools, equipment, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress to, from and through the Land for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (d) of Special Condition No. (18) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of Special Condition No. (18) of the Government Grant and any other works which the Director of Lands may consider necessary in the Yellow Area;
 - (ii) right of the Government and the relevant public utility companies authorized by the Government to have ingress, egress and regress to, from and through the Land as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Land or any adjoining or neighbouring land or premises, and the Owners shall cooperate fully with the Government and also the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area;
 - (iii) right of the officers of the Water Authority and such other persons as may be authorized by them to ingress, egress and regress to, from and through the Land as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement an alteration of any other waterworks installations within the Yellow Area; and
 - (iv) all members of the public shall be allowed free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Yellow Area or any part thereof in accordance with Special Condition No. (18) (j)(i) of the Government Grant.”

Deed of dedication

Not applicable.

D. Pink Hatched Blue Area

Land Grant

Special Condition No. (19)

“(19) Subject to Special Condition No. (11) hereof:

- (a) (i) The Purchaser shall on or before the 30th day of September 2023 or such other date as may be approved by the Director(See Note 1), at his own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director, and in accordance with the plans approved under sub-clause (c) of this Special Condition, a promenade within the Pink Hatched Blue Area.

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- (ii) For the purposes of these Special Conditions, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition are completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding upon the Purchaser.
- (b) No building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the Pink Hatched Blue Area, except such minor structures as may be included in the plans and approved by the Director under sub-clause (c) of this Special Condition.
- (c)
 - (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Pink Hatched Blue Area which shall include details and information as to the level, position, alignment and design of the Pink Hatched Blue Area and such other details and information as the Director may require.
 - (ii) Upon approval being given to the plans of the Pink Hatched Blue Area, no amendment, variation, alteration, modification or substitution to the plans of the Pink Hatched Blue Area approved under sub-clause (c)(i) of this Special Condition shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
 - (iii) The plans of the Pink Hatched Blue Area approved under sub-clause (c)(i) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
 - (iv) No building works shall be commenced on or within the Pink Hatched Blue Area or any part thereof unless and until the plans referred to in sub-clause (c)(i) of this Special Condition have been approved in writing by the Director.
- (d)
 - (i) The Purchaser shall not demolish or damage the existing seawall within the Pink Hatched Blue Area or carry out any works which will adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will adversely affect the seawall shall be final and binding upon the Purchaser.
 - (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
 - (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (e) Save and except for the surrender as provided in sub-clause (i)(i) of this Special Condition, the Purchaser shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do, provided that this sub-clause (e) shall not apply to a building mortgage as provided in Special Condition No. (26)(d) hereof and the assignment, mortgage or charge of the Pink Hatched Blue Area together with the Public Vehicle Park as provided in Special Condition No. (38) hereof.
- (f) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and at all times thereafter, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Pink Hatched Blue Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition until such time as the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (i)(i) of this Special Condition.
- (g) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) or sub-clause (f) of this Special Condition, 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 binding upon the Purchaser.
- (h) 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-clauses (a) and (f) of this Special Condition or the exercise of the rights by the Government under sub-clause (g) 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.

- (i)
 - (i) The Purchaser shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area together with all facilities, services and installations therein as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area at the request of the Purchaser, but may do so as and when the Government sees fit. For this purpose, the Purchaser shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
 - (ii) The Purchaser shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (i)(i) of this Special Condition unless and until the Purchaser has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (i)(ii) shall not apply to a building mortgage under Special Condition No. (26)(d) hereof. Prior to the said carving-out, the Purchaser shall at his own expense submit the carving-out document to the Director for his written approval.
 - (iii) The Purchaser agrees and accepts that upon development or redevelopment of the lot or any part thereof, after the surrender of the Pink Hatched Blue Area pursuant to sub-clause (i)(i) of this Special Condition, due to the reduction in the area of the lot or otherwise, the Purchaser may not be able to attain the maximum gross floor area permitted under Special Condition No. (17)(c)(i) hereof. The Government shall have no liability and the Purchaser shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (17)(c)(i) hereof cannot be attained.
- (j) Without prejudice to the generality of sub-clause (b) of this Special Condition, the Purchaser shall not without the prior written consent of the Director use the Pink Hatched Blue Area or any part thereof for the purpose of storage or of parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clauses (a), (f) and (g) of this Special Condition and the purposes specified in sub-clause (l) of this Special Condition.
- (k) The Purchaser shall at all times prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with sub-clause (i)(i) of this Special Condition permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot including the Pink Hatched Blue Area for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (f) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (l) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and at all times thereafter until such time as the Pink Hatched Blue Area has been surrendered by the Purchaser to the Government in accordance with sub-clause (i)(i) of this Special Condition:
 - (i) allow all members of the public free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Pink Hatched Blue Area or any part thereof, between the following points, to and from the waterfront:

- (I) the points L and M through N shown and marked on the plan annexed hereto or such other points as may be approved in writing by the Director; and
- (II) subject to the completion of the works referred to in Special Conditions Nos. (18)(a)(i) and (18)(a)(ii) hereof, the points F and G through H shown and marked on the plan annexed hereto or such other points as may be approved in writing by the Director; and
- (ii) display notices in prominent locations informing the public that the Pink Hatched Blue Area is open to the public at all times free of charge and setting out such other relevant information as may be required from time to time by the Director.
- (m) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons authorized by the Director under sub-clause (k) of this Special Condition or the fulfilment of the Purchaser's obligations under sub-clause (1) of this Special Condition, and no claim whatsoever shall be made by the Purchaser against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director in respect of any such loss, damage, nuisance or disturbance.
- (n) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (1) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (o) (i) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (i) 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.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the 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(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (p) For the purpose of sub-clauses (a), (c), (f), (g), (i)(i) and (I) of this Special Condition only, the expression "Purchaser" shall only mean the person entering into and executing this Agreement and his assigns of the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof."

Special Condition No. (40)

- "(40) (a) It is hereby agreed that the Public Vehicle Park and everything forming a portion of or pertaining to it shall be upheld, managed, repaired and maintained in accordance with Special Condition No. (39)(a) hereof together with:
- (i) the Yellow Area and everything forming a portion of or pertaining to it in accordance with Special Condition No. (18)(d) hereof, prior to the re-delivery of the Yellow Area to the Government in accordance with Special Condition No. (18)(g)(iii) hereof; and
 - (ii) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it in accordance with Special Condition No. (19)(f) hereof, prior to the surrender of the Pink Hatched Blue Area

to the Government in accordance with Special Condition No. (19)(i)(i) hereof as a whole, and it shall be a breach of Special Condition No. (39)(a) hereof if at any time during the term hereby agreed to be granted, the Director is of the opinion that the Purchaser is in breach of Special Condition No. (18)(d) hereof or Special Condition No. (19)(f) hereof (as to which the opinion of the Director shall be conclusive).

- (b) For the purposes of sub-clause (a) of this Special Condition, the expression "Purchaser" shall only mean the person entering into and executing this Agreement and his assigns of the Public Vehicle Park."

Deed of mutual covenant

Clause 1.1

"**Pink Hatched Blue Area**" means "the Pink Hatched Blue Area" as referred to in Special Condition No.(19)(a)(i) of the Government Grant;"

Clause 2.9

"2.9 The Owner of the Public Vehicle Park shall at his own expense and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfactions of the Director of Lands, operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it together with:-

- (a) the Yellow Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition in accordance with Special Condition No. (18)(d) of the Government Grant, prior to the redelivery of the Yellow Area to the Government in accordance with the Government Grant; and
- (b) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition in accordance with Special Condition No. (19)(f) of the Government Grant, prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with the Government Grant

as a whole in accordance with the Government Grant."

The Second Schedule, Part B, Paragraph 1(f)

"1. The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-

...

- (f) Prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with the Government Grant, right of the Government,
 - (i) the Director of Lands and his officers, contractors and agents and any persons authorized by the Director of Lands, with or without tools, equipment, machinery or motor vehicles, to have free and unrestricted ingress, egress and regress to, from and through the Land for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (f) of Special Condition No. (19) of the Government Grant and the carrying out, inspecting, checking and supervising of the works under sub-clause (g) of Special Condition No. (19) of the Government Grant and any other works which the Director of Lands may consider necessary in the Pink Hatched Blue Area; and
 - (ii) all members of the public shall be allowed free and uninterrupted access and without payment of any nature whatsoever on foot or by wheelchairs on, over, through and along the Pink Hatched Blue Area or any part thereof in accordance with Special Condition No. (19)(I)(i) of the Government Grant."

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Deed of dedication

Not applicable.

E. The First Temporary Public Vehicle Park and the Second Temporary Public Vehicle Park

Land Grant

Special Condition Nos. (11) and (30)

Special Condition No. (11)

“(11) (a) (i) The Purchaser shall, at his own expense, in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(l) (A) on the date of this Agreement forthwith provide and commence to operate a temporary public vehicle park (hereinafter referred to as “the First Temporary Public Vehicle Park”) within that portion of the lot as shown edged red on the plan annexed hereto (hereinafter referred to as “the Edged Red Area”); and

(B) thereafter at all times prior to the commencement of operation of the Second Temporary Public Vehicle Park referred to in sub-clause (b)(i) of this Special Condition in accordance with sub-clause (b) of this Special Condition, continue to operate, uphold, maintain and manage the First Temporary Public Vehicle Park; and

(II) provide within the First Temporary Public Vehicle Park spaces for parking of private cars and heavy goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.

(ii) All parking spaces provided within the First Temporary Public Vehicle Park shall be made available to all members of the public at all times 24 hours a day (or at such other hours as may be approved by the Director) for short-term parking of private cars and heavy goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, on hourly or daily basis or on such other basis as may be approved in writing by the Director.

(iii) The parking spaces provided within the First Temporary Public Vehicle Park shall not be used for any purpose other than for the purpose set out in sub-clause (a)(ii) of this Special Condition, and in particular the First Temporary Public Vehicle Park or any part or parts thereof 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.

(iv) Upon commencement of operation of the Second Temporary Public Vehicle Park referred to in sub-clause (b)(i) of this Special Condition in accordance with sub-clause (b) of this Special Condition, the Purchaser shall, at his own expense, cease the operation of the First Temporary Public Vehicle Park in all respects to the satisfaction of the Director.

(v) No building works (including site formation works) shall be commenced within the Edged Red Area or any part thereof prior to the commencement of operation of the Second Temporary Public Vehicle Park referred to in sub-clause (b)(i) of this Special Condition in accordance with sub-clause (b) of this Special Condition.

(b) (i) The Purchaser shall, at his own expense, in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(l) (A) within one calendar month from the date of this Agreement or such other date as may be approved by the Director, provide and commence to operate a temporary public vehicle park (hereinafter referred to as “the Second Temporary Public Vehicle Park”) within those portions of the lot as respectively shown coloured pink stippled black and pink hatched blue on the plan annexed hereto (hereinafter respectively referred to as “the Pink Stippled Black Area” and “the Pink Hatched Blue Area”); and

(B) thereafter at all times prior to the commencement of operation of the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof in accordance with Special Condition No. (39)(a)(i) hereof, continue to operate, uphold, maintain and manage the Second Temporary Public Vehicle Park; and

(II) provide within the Second Temporary Public Vehicle Park the following spaces:

(A) not less than 130 spaces for the parking of private cars licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation;

(B) not less than 10 spaces for the parking of heavy goods vehicles or buses or both licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation; and

(C) spaces for the parking of light goods vehicles and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation in all respects to the satisfaction of the Director.

(ii) Notwithstanding Special Condition No. (19)(e) hereof, all parking spaces provided within the Second Temporary Public Vehicle Park shall be made available to all members of the public at all times 24 hours a day (or at such other hours as may be approved by the Director) for short-term parking of private cars, light goods vehicles, heavy goods vehicles, buses and motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, on hourly or daily basis or on such other basis as may be approved in writing by the Director.

(iii) The parking spaces provided within the Second Temporary Public Vehicle Park shall not be used for any purpose other than for the purpose set out in sub-clause (b)(ii) of this Special Condition, and in particular the Second Temporary Public Vehicle Park or any part or parts thereof 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.

(iv) Upon commencement of operation of the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof in accordance with Special Condition No. (39)(a)(i) hereof, the Purchaser shall, at his own expense, cease the operation of the Second Temporary Public Vehicle Park in all respects to the satisfaction of the Director.

(v) No building works (including site formation works) shall be commenced within the Pink Stippled Black Area or any part thereof or the Pink Hatched Blue Area or any part thereof prior to the commencement of operation of the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof in accordance with Special Condition No. (39)(a)(i) hereof.

(c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the operation, upholding, maintenance or management of the First Temporary Public Vehicle Park or the Second Temporary Public Vehicle Park (the First Temporary Public Vehicle Park and the Second Temporary Public Vehicle Park are hereinafter collectively referred to as “the Temporary Public Vehicle Park”) or any use of the Edged Red Area, the Pink Stippled Black Area or the Pink Hatched Blue Area (the Edged Red Area, the Pink Stippled Black Area and the Pink Hatched Blue Area are hereinafter collectively referred to as “the Temporary Public Vehicle Park Area”) for the purpose of the Temporary Public Vehicle Park or otherwise, and no claim whatsoever shall be made by the Purchaser against the Government in respect of any such loss, damage, nuisance or disturbance. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the operation, upholding, maintenance or management of the Temporary Public Vehicle Park, or any use of the Temporary Public Vehicle Park Area for the purpose of the Temporary Public Vehicle Park.

(d) The Government gives no warranty, express or implied, as to the suitability of the Temporary Public Vehicle Park Area or any part thereof for the purpose of the Temporary Public Vehicle Park.

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(e) For the purpose of these Conditions:

- (i) “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation; and
- (ii) the decision of the Director as to whether and when the First Temporary Public Vehicle Park commences operation in accordance with sub-clause (a) of this Special Condition and whether and when the Second Temporary Public Vehicle Park commences operation in accordance with sub-clause (b) of this Special Condition shall be final and binding on the Purchaser.”

Special Condition No. (30)

“(30) (a) The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between firstly the points X and Y through Z and secondly the points R and S through T respectively shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director.

(b) Notwithstanding sub-clause (a) of this Special Condition:

- (i) upon commencement of operation of the First Temporary Public Vehicle Park in accordance with Special Condition No. (11)(a) hereof and at any time thereafter until the commencement of operation of the Second Temporary Public Vehicle Park in accordance with Special Condition No. (11)(b) hereof, the Purchaser shall have no right of ingress or egress to or from the Edged Red Area for the passage of motor vehicles except between the points R and S through T shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director, provided that the Purchaser shall have no right of ingress or egress to or from the Edged Red Area for the passage of construction vehicles between the points R and S through T shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director in accordance with this sub-clause (b)(i); and
- (ii) upon commencement of operation of the Second Temporary Public Vehicle Park in accordance with Special Condition No. (11)(b) hereof and at any time thereafter until the commencement of operation of the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof in accordance with Special Condition No. (39)(a)(i) hereof, the Purchaser shall have no right of ingress or egress to or from the Pink Stippled Black Area or the Pink Hatched Blue Area for the passage of motor vehicles except between the points U and V through W shown and marked on the plan annexed hereto via the existing Tung Yuen Street or at such other points as may be approved in writing by the Director, provided that the Purchaser shall have no right of ingress or egress to or from the lot for the passage of construction vehicles between the points U and V through W shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director in accordance with this sub-clause (b)(ii).

(c) Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.”

Deed of mutual covenant

Not applicable.

Deed of dedication

Not applicable.

F. Public Vehicle Park

Land Grant

Special Condition Nos. (12)(b), (37) to (42)

Special Condition No. (12)(b)

“(12) (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser shall on or before the 31st day of March 2020 complete and make fit for occupation, in all respects in accordance 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, the Public Vehicle Park referred to in Special Condition No. (37)(a)(i) hereof.”

Special Condition No. (37)

“(37) (a) In addition to the requirements to provide spaces for the respective purposes under and in accordance with Special Conditions Nos. (31) and (32) hereof (as may be respectively varied under Special Condition No. (33) hereof), the Purchaser shall at his own expense, in all respects to the satisfaction of the Director and in accordance with these Conditions and the PVP Layout Plan as referred to and approved under sub-clause (b) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

- (i) erect and construct and thereafter provide and maintain within the Pink Area a public vehicle park (hereinafter referred to as “the Public Vehicle Park”) and
- (ii) provide within the Public Vehicle Park:
 - (I) not less than 122 spaces for the parking of private cars licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, each of the spaces so provided measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres, provided that out of the spaces so provided under this sub-clause (a)(ii)(I), one space shall be reserved and designated for the parking of private cars by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and the dimension of such space shall be as the Building Authority may require and approve;
 - (II) not less than 24 spaces for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, each of the spaces so provided measuring 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres; and
 - (III) not less than 25 spaces for the parking of heavy goods vehicles or buses or both licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, each of the spaces so provided measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 4.7 metres.

(b) Prior to commencement of any building works (other than site formation works and the Demolition Works) on the lot, the Purchaser shall submit or cause to be submitted to the Director for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces as may be required by the Director (hereinafter referred to as “the PVP Layout Plan”). The parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the PVP Layout Plan approved by the Director under this sub-clause (b) and in all respects to the satisfaction of the Director. The Purchaser shall maintain the parking spaces, turning circles, ceiling height of the floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the PVP Layout Plan approved by the Director under this sub-clause (b) and shall not alter the layout except with the prior written approval of the Director.

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- (c) No floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the Director.
- (d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation area so that any motor vehicle referred to in sub-clause (a)(ii) of this Special Condition can move into or away from each parking space from or to the driveway or circulation area without obstruction.
- (e) The position of the ingress and egress control points, drop gate and pay booth and the access arrangement of the Public Vehicle Park shall be subject to the prior written approval of the Director.
- (f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle referred to in sub-clause (a)(ii) of this Special Condition shall have to queue or wait outside the lot to enter into the Public Vehicle Park.
- (g) (i) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short-term parking on hourly basis between 12:30 p.m. to 11:00 p.m. daily or at such other hours as may be approved in writing by the Director and for the remaining hours for short-term parking either on hourly or monthly basis or on such other basis as may be approved in writing by the Director.
(ii) The Purchaser shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.
- (h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(c) hereof, there shall be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas and spaces as the Director may at his sole discretion consider appropriate) and the total gross floor area of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Purchaser.
- (i) The parking spaces provided within the Public Vehicle Park under sub-clauses (a)(ii)(I), (a)(ii)(II) and (a)(ii)(III) of this Special Condition shall not be used for any purpose other than for the parking of private cars, light goods vehicles, heavy goods vehicles and buses licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation respectively referred to therein and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (j) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (g)(ii) of this Special Condition neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts thereof or any part or parts of the lot to the public for the right of passage.
- (k) It is expressly agreed, declared and provided that the obligation on the part of the Purchaser contained in sub-clause (g)(ii) 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 Building (Planning) Regulations, any amendment thereto or substitution therefor."

Special Condition No. (38)

- "(38) (a) The Purchaser shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description, or whether by any means similar to those referred to in Special

Condition No. (26)(b) hereof whereby the Public Vehicle Park or any part or parts thereof or any interest therein is or may be sold, assigned, mortgaged, charged, underlet or otherwise disposed of or affected) or enter into any agreement so to do except the Public Vehicle Park as a whole and even then:

- (i) the Purchaser shall not, throughout the term hereby agreed to be granted, assign, mortgage or charge the Public Vehicle Park as a whole except together with the Pink Hatched Blue Area (unless it shall have been surrendered to the Government in accordance with Special Condition No. (19)(i)(i) hereof);
 - (ii) any assignment, mortgage or charge of the Public Vehicle Park as a whole together with the Pink Hatched Blue Area (unless it shall have been surrendered to the Government in accordance with Special Condition No. (19)(i)(i) hereof) prior to compliance with these Conditions in all respects to the satisfaction of the Director (except mortgage or charge of the lot as a whole for the purpose of the development of the lot in accordance with these Conditions by way of a building mortgage under Special Condition No. (26)(d) hereof) shall be subject to the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him); and
 - (iii) any underletting, parting with the possession of or other disposal of the Public Vehicle Park as a whole whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director shall be subject to the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him).
- (b) No consent of the Director shall be given under sub-clause (a)(ii) of this Special Condition unless and until the works referred to in Special Condition No. (19)(a)(i) hereof shall have been completed in accordance with Special Condition No. (19)(a)(i) hereof.
 - (c) Notwithstanding sub-clause (a) of this Special Condition, at any time whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser may underlet the parking spaces within the Public Vehicle Park to members of the public for short-term parking in accordance with Special Condition No. (37)(g)(i) hereof on condition that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the parking spaces, within the Public Vehicle Park or part or parts thereof, to which such underletting relates."

Special Condition No. (39)

- "(39) (a) (i) The Purchaser shall, at his own expense, in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Director upon the date of compliance with Special Condition No. (12)(b) hereof, commence to operate the Public Vehicle Park.
- (ii) Upon the commencement of operation of the Public Vehicle Park in accordance with sub-clause (a)(i) of this Special Condition and thereafter at all times during the term hereby agreed to be granted, the Purchaser shall, at his own expense, in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfaction of the Director, subject to Special Condition No. (40) hereof, continue to operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it.
- (b) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times and in particular after commencement of operation of the Public Vehicle Park or any part or parts thereof and particularly when carrying out any works upon, over, under, in or within the lot to avoid causing any damage, disturbance or interference to the Public Vehicle Park or any part or parts thereof. The Purchaser shall ensure that any such works do not damage, interfere with or endanger the safe operation of the Public Vehicle Park or any part or parts thereof (as to which the decision of the Director shall be final and conclusive).

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- (c) For the purpose of these Conditions, the decision of the Director as to the date of compliance with Special Condition No. (12)(b) hereof and as to whether and when the Public Vehicle Park commences operation in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.”

Special Condition No. (40)

“(40) (a) It is hereby agreed that the Public Vehicle Park and everything forming a portion of or pertaining to it shall be upheld, managed, repaired and maintained in accordance with Special Condition No. (39)(a) hereof together with:

- (i) the Yellow Area and everything forming a portion of or pertaining to it in accordance with Special Condition No. (18)(d) hereof, prior to the re-delivery of the Yellow Area to the Government in accordance with Special Condition No. (18)(g)(iii) hereof; and
- (ii) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it in accordance with Special Condition No. (19)(f) hereof, prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with Special Condition No. (19)(i)(i) hereof

as a whole, and it shall be a breach of Special Condition No. (39)(a) hereof if at any time during the term hereby agreed to be granted, the Director is of the opinion that the Purchaser is in breach of Special Condition No. (18)(d) hereof or Special Condition No. (19)(f) hereof (as to which the opinion of the Director shall be conclusive).

- (b) For the purposes of sub-clause (a) of this Special Condition, the expression “Purchaser” shall only mean the person entering into and executing this Agreement and his assigns of the Public Vehicle Park.”

Special Condition No. (41)

“(41) The Purchaser shall not use or employ mechanical parking system in providing the parking spaces under Special Condition No. (31) hereof (as may be varied under Special Condition No. (33) hereof) and under Special Condition No. (37) hereof. No spaces under Special Condition No. (31) hereof (as may be varied under Special Condition No. (33) hereof) and under Special Condition No. (37) hereof shall be provided by way of any form or type of mechanical parking system. For the purpose of this Special Condition, the decision of the Director as to what constitutes mechanical parking system shall be final and binding on the Purchaser.”

Special Condition No. (42)

“(42) A plan approved by the Director (including the PVP Layout Plan approved by the Director under Special Condition No. (37)(b) hereof) indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (31) and (32) hereof (as may be respectively varied under Special Condition No. (33) hereof) and Special Condition No. (37) hereof (hereinafter referred to as “the Approved Car Park Layout Plan”), or a copy of the Approved Car Park Layout Plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except an underletting under Special Conditions Nos. (11) and (38)(c) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (26)(c) hereof and a building mortgage under Special Condition No. (26)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the Approved Car Park Layout Plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (31), (32) and (37) hereof. The Purchaser shall maintain the parking, loading and unloading spaces and other areas, including

but not restricted to the lifts, landings and manoeuvring and circulation areas, in accordance with the Approved Car Park Layout Plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the Approved Car Park Layout Plan, no part of the lot or any building or structure thereon shall be used for parking purposes.”

Deed of mutual covenant

Clause 1.1

““**Carpark**” means the whole of the car park areas for the Development (excluding the Public Vehicle Park) constructed for the purposes of ingress and egress and parking of motor vehicles and motor cycles belonging to the residents or occupiers of the Development and their bona fide guests, visitors or invitees and the loading and unloading of goods vehicles and ancillary purposes in accordance with the Building Plans, and comprising the Parking Spaces, the Accessible Car Parking Spaces, the Visitor Car Parking Spaces, the Residential Loading and Unloading Spaces, the Commercial Loading and Unloading Space and the Carpark Common Areas and Facilities;

“**Public Vehicle Park**” means the public vehicle park referred to and defined as “the Public Vehicle Park” under Special Condition No.(37)(a)(i) of the Government Grant which (insofar as it is capable of being identified) for the purposes of identification only are shown coloured Green on the Basement Floor plan, Ground Floor plan and First Floor plan of the DMC Plans;

“**Unit**” means a Residential Unit, the Commercial Accommodation as a whole, (after the entering into of a Sub-Deed in respect of the Commercial Accommodation) a Commercial Unit, a Residential Car Parking Space, a Commercial Car Parking Space, a Residential Motor Cycle Parking Space, a Commercial Motor Cycle Parking Space, the Public Vehicle Park or any part of the Development to which Undivided Shares have been or will be allocated under this Deed or any Sub-Deed save and except the Common Areas and Facilities and shall have the same definition as “flat” under the Building Management Ordinance;”

Clause 2.9

“2.9 The Owner of the Public Vehicle Park and his assigns shall at his own expense and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong and to the satisfactions of the Director of Lands, operate, uphold, maintain, repair, conduct and manage the Public Vehicle Park and everything forming a portion of or pertaining to it together with:-

- (a) the Yellow Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition in accordance with Special Condition No. (18)(d) of the Government Grant, prior to the redelivery of the Yellow Area to the Government in accordance with the Government Grant; and
- (b) the Pink Hatched Blue Area and everything forming a portion of or pertaining to it including but not limited to the promenade and the seawall in good and substantial repair and condition in accordance with Special Condition No. (19)(f) of the Government Grant, prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with the Government Grant

as a whole in accordance with the Government Grant.”

Clause 7.2(d)

“7.2 The Owners’ Committee shall consist of seven (7) members elected by the Owners for the time being entitled to the exclusive use occupation and enjoyment of the Land and/or the Development or part thereof. The members of the Owners’ Committee shall be made up of:

...

- (d) one (1) member shall be nominated by the Owner of the Public Vehicle Park.”

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The Second Schedule, Part A, Paragraphs 4 and 5

- “4. The Owner of the Public Vehicle Park, his tenants, servants, agents, invitees and licensees shall have the right (in common with others having like rights) to go pass and repass over and along and to use (i) the Carpark Common Areas and Facilities for all purposes connected with the proper use and enjoyment of fire services and sprinkler pump room, sprinkler water tank, water tank and main low voltage switch room on Basement Floor forming part of the Public Vehicle Park , (ii) the Residential Common Areas and Facilities for all purposes connected with the proper use and enjoyment of lift shaft located on 2nd Floor forming part of the Public Vehicle Park as for identification purpose only shown and marked “LIFT SHAFT” and coloured Green on the Second Floor plan of the DMC Plans and (iii) the Development Common Areas and Facilities for the proper use and enjoyment of the Public Vehicle Park, provided that such person shall make good any damage caused to any part of the Carpark Common Areas and Facilities and/or (as the case may be) any part of the Development Common Areas and Facilities.
5. Each Owner of a Residential Unit, a Parking Space and a Commercial Unit, his tenants, servants, agents, invitees and licensees shall have the right (in common with others having like rights) to go pass and repass over and along and to use the Public Vehicle Park for all purposes connected with the proper use and enjoyment of the Development Common Areas and Facilities and such part or parts of the Development which such Owner may use and enjoy under this Deed, provided that such person shall make good any damage caused to any part of the Public Vehicle Park.”

The Second Schedule, Part B, Paragraph 1(h)

- “1. The following are the rights and privileges subject to which the Owner of each Undivided Share and the exclusive right to hold, use, occupy and enjoy his premises is held:-
- ...
- (h) Right of members of the public to have free access to, from and through the Development Common Areas and Facilities from 7:00 a.m. to 11:00 p.m. (Monday to Sunday) (subject to change from time to time) for the purposes of gaining access to and from the Public Vehicle Park.”

Deed of dedication

Not applicable.

G. Traffic Arrangement

Land Grant

Special Condition No. (20)

- “(20) (a) The Purchaser shall on or before the 28th day of February 2017 or such other date as may be approved by the Director at his own expense submit or cause to be submitted to the Commissioner for Transport for his written approval a traffic arrangement proposal indicating the extent of and the programme and traffic arrangement for the closure of the section of Tung Yuen Street within the Pink Hatched Black Area, the Pink Cross-hatched Black Area, the Pink Circled Black Area and the Green Circled Black Area and the section of Shung Shun Street within the Yellow Area, and such other details and information as the Commissioner for Transport may require.
- (b) The Purchaser shall on or before the 31st day of March 2020 or such other date as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director implement the traffic arrangement proposal approved under sub-clause (a) of this Special Condition (hereinafter referred to as “the Approved Traffic Arrangement Proposal”) and no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of or as required by the Commissioner for Transport.

- (c) The Approved Traffic Arrangement Proposal shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Commissioner for Transport.”

Deed of mutual covenant

Not applicable.

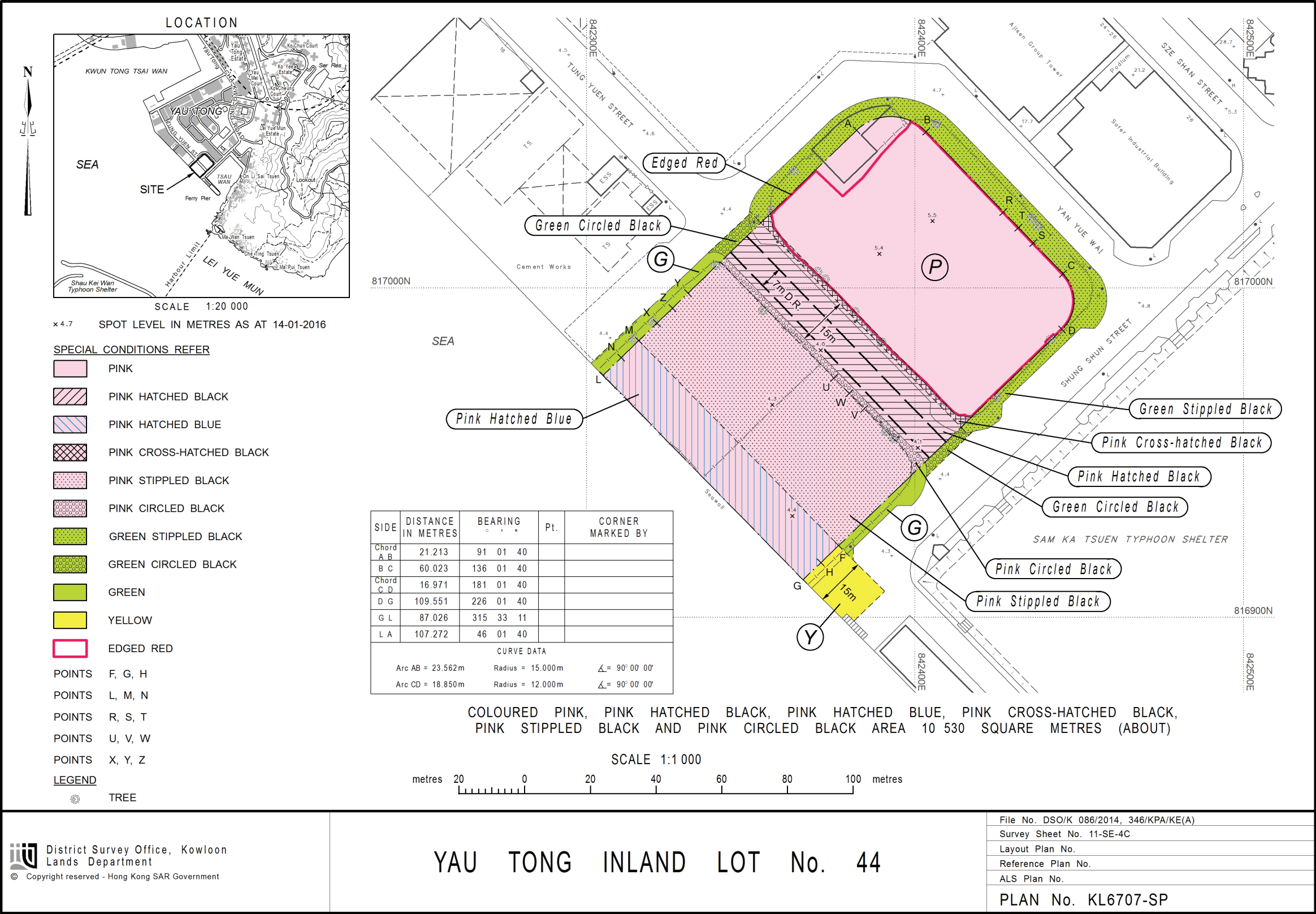
Deed of dedication

Not applicable.

Note:

1. Pursuant to two letters issued by the District Lands Office/Kowloon East of the Lands Department dated 21 June 2021 and 25 July 2023 respectively, the Director of Lands has extended the deadline for compliance with the relevant obligations under the Land Grant to 31 March 2024. Such extension was granted pursuant to Lands Department Lands Administration Office Practice Notes Nos. 4/2020 and 2/2022 respectively as part of the Government’s relief measures in response to the COVID-19 pandemic. The Lands Department has on 28 December 2023 issued the Certificate of Compliance certifying that all positive obligations imposed on the grantee in respect of the lot under the Land Grant have been complied with to the satisfaction of the Director of Lands.

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

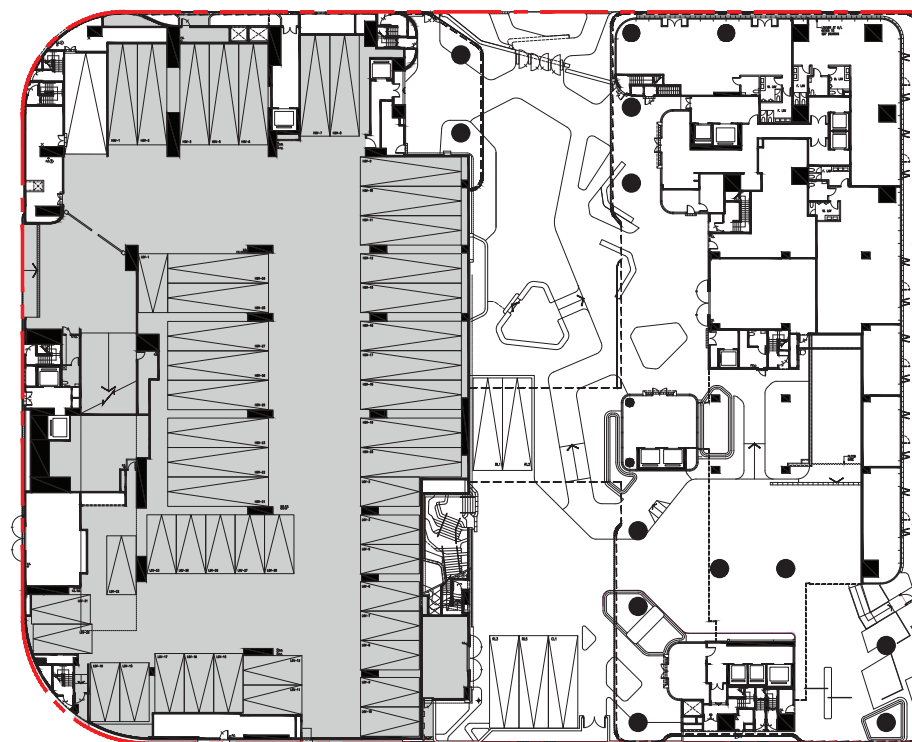


Remark:

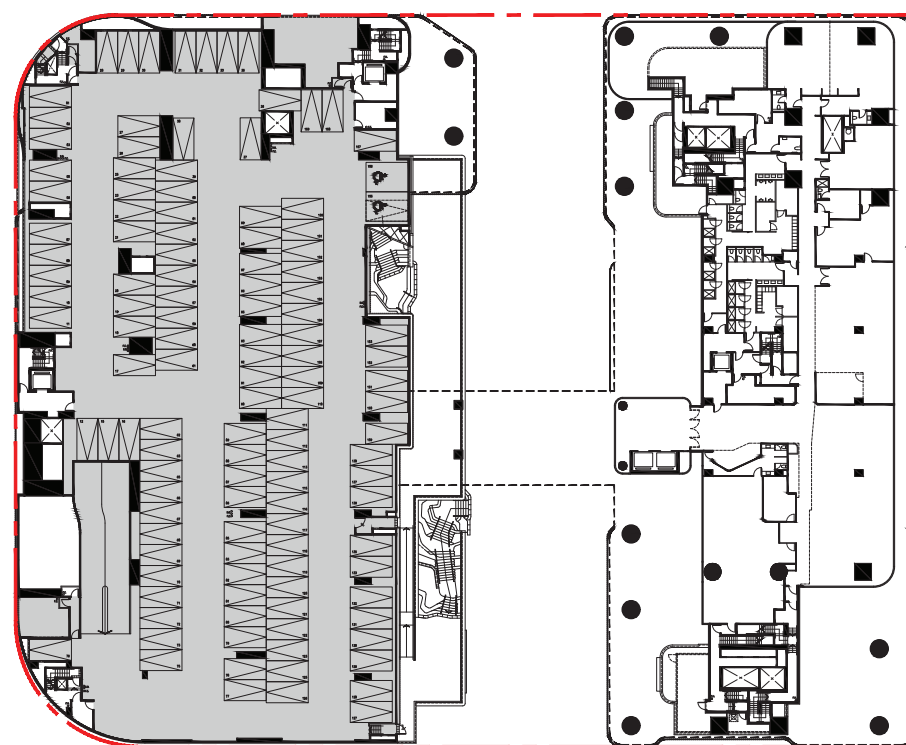
The plan(s) is/are for showing the locations of the Green Stippled Black Area, the Green and Green Circled Black Area, the Yellow Area, the Edged Red Area, the Pink Stippled Black Area and the Pink Hatched Blue Area only. Other matters shown in these plans may not reflect their latest conditions. The First Temporary Public Vehicle Park was located in the Edged Red Area and the Second Temporary Public Vehicle Park was located in the Pink Stippled Black Area and the Pink Hatched Blue Area. The promenade is located in the Yellow Area and the Pink Hatched Blue Area.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



GROUND FLOOR PLAN
地下平面圖



FIRST FLOOR PLAN
一樓平面圖

LEGEND 圖例:

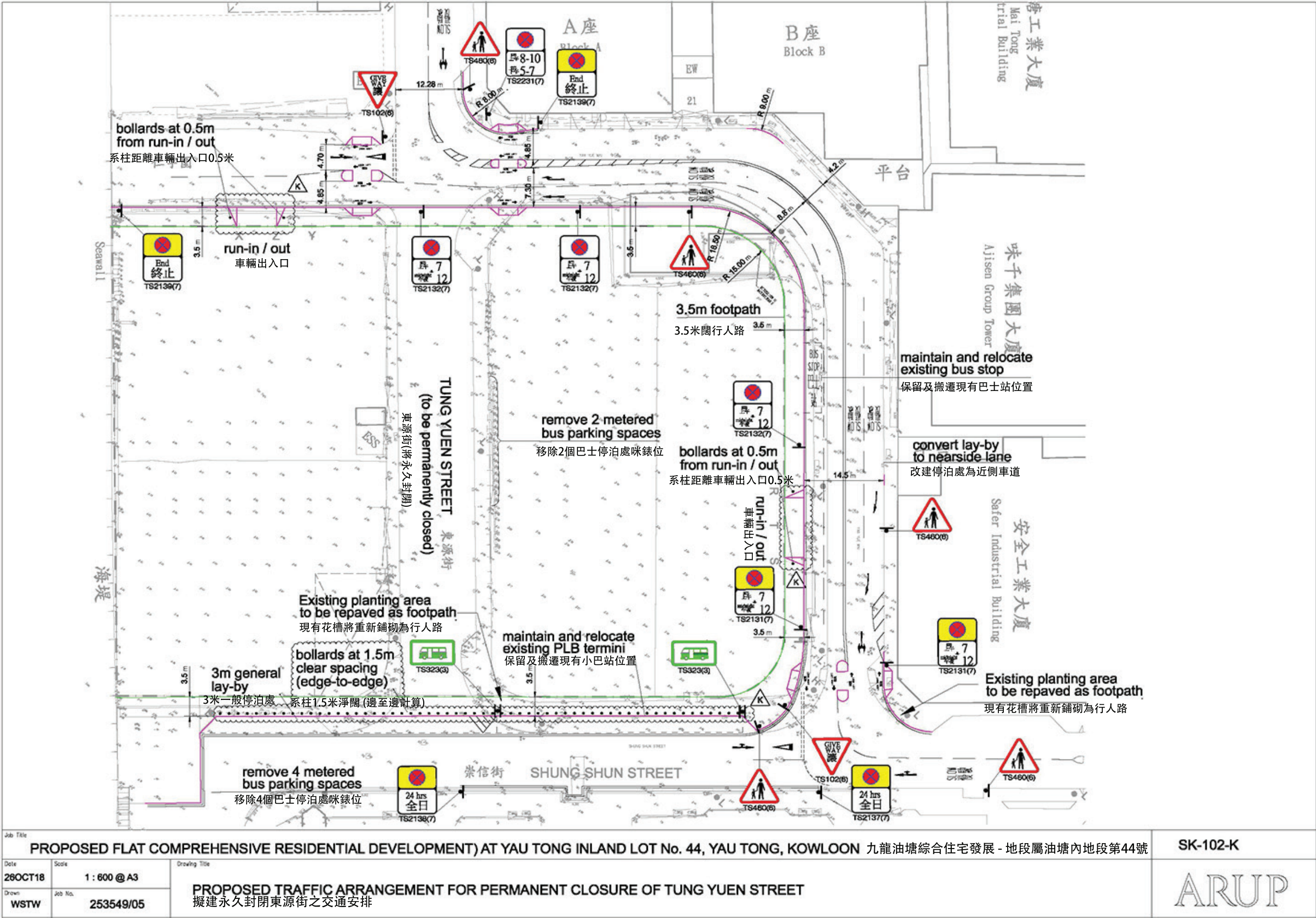
--- BOUNDARY OF THE DEVELOPMENT
發展項目的邊界

■ PUBLIC VEHICLE PARK
公眾停車場

SCALE 比例
0 5 10 15 20 30M

Remark: The plan(s) is/are for showing the location of the Public Vehicle Park only. Other matters shown in these plans may not reflect their latest conditions.

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



Remark: The plan(s) is/are for showing the location of the Traffic Arrangement only. Other matters shown in these plans may not reflect their latest conditions.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

- 對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的描述
 - 在批地文件所夾附的圖則上以綠色加黑點顯示(「綠色加黑點範圍」)並須由承授人鋪設及塑造的日後興建公共道路的部分；以及地政總署署長(「署長」)全權酌情要求須由承授人提供及建造致使綠色加黑點範圍上可建造建築物及供車輛和行人往來的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物(統稱「綠色加黑點範圍構築物」)。
 - 在批地文件所夾附的圖則上分別以綠色及綠色加黑圓圈顯示(分別稱為「綠色範圍」及「綠色加黑圓圈範圍」)並須由承授人鋪設及塑造的日後興建公共道路的部分；以及署長全權酌情要求須由承授人提供及建造致使綠色範圍及綠色加黑圓圈範圍(統稱「綠色及綠色加黑圓圈範圍」)上可建造建築物及供車輛和行人往來的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物(統稱「綠色及綠色加黑圓圈範圍構築物」)。
 - 於批地文件所夾附的圖則上以黃色顯示(「黃色範圍」)並須由承授人鋪設、塑造、興建、建造、提供、作環境美化的海濱長廊，供所有公眾人士於任何時間徒步或使用輪椅自由通過以來回海濱，並於當眼位置為公眾人士顯示該等通道資料。
 - 於批地文件所夾附的圖則上以粉紅色間藍斜線顯示(「粉紅色間藍斜線範圍」)並須由承授人鋪設、塑造、興建、建造、提供、作環境美化的海濱長廊，供所有公眾人士於任何時間徒步或使用輪椅自由通過以來回海濱，並於當眼位置為公眾人士顯示該等通道資料。
 - 於批地文件所夾附的圖則上以紅色界線顯示(「紅色界線範圍」)並須由承授人提供及開始營運的第一臨時公眾停車場(「第一臨時公眾停車場」)，供所有公眾人士於任何時間短期停泊私家車及重型貨車，直至第1(f)段提及之第二臨時公眾停車場開始營運。
 - 於批地文件所夾附的圖則上以粉紅色加黑點顯示(「粉紅色加黑點範圍」)及於粉紅色間藍斜線範圍並須由承授人提供及開始營運的第二臨時公眾停車場(「第二臨時公眾停車場」)，供所有公眾人士於任何時間短期停泊私家車、重型貨車、巴士、輕型貨車及電單車，直至第1(g)段提及之公眾停車場開始營運。
 - 於批地文件所夾附的圖則上以粉紅色顯示(「粉紅色範圍」)並須由承授人興建、建造、提供及維持的公眾停車場(「公眾停車場」)，供所有公眾人士於每天下午12時30分至下午11時正以時租形式作短期停泊，並於其餘時間以時租或月租形式作短期停泊，以停泊私家車、輕型貨車、重型貨車及巴士，並供所有公眾人士於任何時間自由進出公眾停車場。
 - 須由承授人按照運輸署署長批准之交通安排計劃書實施交通安排(「交通安排」)，以封閉該地段內於批地文件所夾附的圖則上分別以粉紅色間黑斜線、粉紅色間黑交叉線及粉紅色加黑圓圈顯示(分別稱為「粉紅色間黑斜線範圍」、「粉紅色間黑交叉線範圍」及「粉紅色加黑圓圈範圍」)之範圍及綠色加黑圓圈範圍內之東源街路段，及於黃色範圍內之崇信街路段。
- 對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的描述
見上文第1(a)段、第1(b)段、第1(d)段、第1(e)段、第1(f)段、第1(g)段及第1(h)段。
註：「粉紅色間藍斜線範圍」(即油塘內地段第44號A段)不屬於發展項目的一部分。直至粉紅色間藍斜線範圍交還及交回予政府之時，承授人將按照批地文件自費保養及維持粉紅色間藍斜線範圍。
- 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。
- 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的描述
不適用。

- 顯示第1及2段所提及之設施、第3段所提及之休憩用地(如有)及第4段所提及之土地中的該等部分(如有)之圖則
見本節內之圖則。
- 公眾之使用權
就上文第1、2、3及4段所提及供公眾使用的任何該等設施及休憩用地，及該土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或該土地中的該等部分。
- 管理、營運及維持
第2段所提及之設施、第3段所提及之休憩用地(如有)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。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或休憩用地(如有)的部分開支。
註：「粉紅色間藍斜線範圍」(即油塘內地段第44號A段)不屬於發展項目的一部分。直至粉紅色間藍斜線範圍交還及交回予政府之時，承授人將按照批地文件自費保養及維持粉紅色間藍斜線範圍。
- 批地文件、撥出私人地方供公眾使用的契據(如有)及發展項目公契中關於第1及2段所提及之設施、第3段所提及之休憩用地(如有)及第4段所提及之土地中的該等部分(如有)的條文

A. 綠色加黑點範圍

批地文件

特別條件第(3)條至第(6)條

特別條件第(3)條

「(3)(a) 買方須：

- 於2020年3月31日或之前(或經署長批准的其他日期)，自費以署長批准之方式、材料、標準、高度、定線及設計，致使署長在各方面滿意；

(I) 在批地文件所夾附的圖則上以綠色加黑點顯示範圍(下稱「綠色加黑點範圍」)鋪設及塑造日後興建公共道路；及

(II) 提供及建造署長全權酌情要求之橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物(下統稱「綠色加黑點範圍構築物」)

致使綠色加黑點範圍上可建造建築物及供車輛和行人往來；

- 於2020年3月31日或之前(或經署長批准的其他日期)，自費於綠色加黑點範圍上鋪設路面、路邊石及管道，並就其提供署長可能要求之溝渠、污水管、排水渠、有管道接駁總水管的消防栓、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意；及

(iii) 自費保養綠色加黑點範圍連同綠色加黑點範圍構築物及在該處所建造、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、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色加黑點範圍之管有權按照特別條件第(4)條交回予政府。

- 若買方未能於本特別條件第(a)條所訂日期(或經署長批准的其他日期)或之前履行該段下之責任，政府可進行所需之工程，唯費用由買方支付，就此買方須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對買方具約束力。

(c) 就任何對買方或任何其他人士所造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行本特別條件第(a)條的責任或政府行使本特別條件第(b)條的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。」

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料

特別條件第 (4) 條

「(4) 僅為了進行特別條件第(3)條指明須進行的工程，買方於批地文件日期被賦予綠色加黑點範圍的管有權。綠色加黑點範圍須應政府要求交回予政府，且不論任何情況，綠色加黑點範圍被視為在署長發出信件表示批地文件各項條件已妥為履行致使其滿意的當天由買方交回予政府。買方須在其管有綠色加黑點範圍期間的所有合理時間內容許所有政府及公眾車輛及行人自由出入綠色加黑點範圍，並確保通道不受工程干擾或阻礙，不論是否根據特別條件第 (3) 條進行之工程或其他工程。」

特別條件第 (5) 條

「(5) 除非經署長事先書面同意，買方不得使用綠色加黑點範圍作儲存用途或任何臨時構築物之建造或任何除進行特別條件第(3)條指明之工程外之用途。」

特別條件第 (6) 條

「(6) (a) 買方須在其管有綠色加黑點範圍期間的所有合理時間內：

- (i) 允許政府、署長及其官員、承建商及代理及任何獲署長授權人士有權進出、往返及穿越該地段及綠色加黑點範圍，以便視察、檢查及監督任何須按特別條件第(3)(a)條進行的工程，及進行、視察、檢查及監督根據特別條件第(3)(b)條進行的工程及任何其他署長認為有需要在綠色加黑點範圍內進行的工程；
- (ii) 允許政府及獲政府授權的相關公用事業公司應其要求進出、往返及穿越該地段及綠色加黑點範圍，以供其在綠色加黑點範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務而所需的附屬設備。買方須就有關任何上述於綠色加黑點範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；及
- (iii) 允許水務監督之官員及其他獲其授權之人士應其要求進出、往返及穿越該地段及綠色加黑點範圍，以進行任何與綠色加黑點範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。

(b) 就任何對買方或任何人所造成或買方或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理、及任何根據本特別條件第(a)條獲正式授權人士或公用事業公司行使權利而引起或附帶發生，政府、署長及其官員、承建商及代理、及任何根據本特別條件第 (a) 條獲正式授權人士或公用事業公司概不承擔任何責任。」

公契

第 1.1 條

「綠色加黑點範圍」指批地文件特別條件第(3)(a)(i)(I)條所定義之「綠色加黑點範圍」；

「綠色加黑點範圍構築物」指批地文件特別條件第(3)(a)(i)(II)條所定義之「綠色加黑點範圍構築物」；」

第 4.6(o) 條

「4.6 管理開支周年預算包括以下各部分：

...

(o) 按公契及/或批地文件維修、保養及管理綠色及綠色加黑圓圈範圍、綠色及綠色加黑圓圈範圍構築物、綠色加黑點範圍及綠色加黑點範圍構築物之費用。」

第 4.7(a) 條

「4.7 周年預算分為以下各部分：

(a) 第一部分須涵蓋管理人認為(除非有明顯錯誤，管理人之決定為具決定性的)以全體業主的利益或為了適當地管理該地段及發展項目、發展項目公用地方及設施、斜坡及護土牆、綠色及綠色加黑圓圈範圍、綠色及綠色加黑圓圈範圍構築物、綠色加黑點範圍及綠色加黑點範圍構築物，而必須花費的一切開支；」

第 5.2(k) 條

「5.2 在不限制於此文中所載之其他管理人明示的權力之一般性的原則下管理人有權力：

...

(k) 按照公契及批地文件保養、管理及維修綠色及綠色加黑圓圈範圍、綠色及綠色加黑圓圈範圍構築物、綠色加黑點範圍及綠色加黑點範圍構築物。」

第10.12 條

「10.12 綠色加黑點範圍

儘管此公契另有規定，管理人須按照批地文件特別條件第(3)(a)(iii)條負責保養綠色加黑點範圍以及綠色加黑點範圍構築物，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、街燈、交通標誌、街道設施、道路標記及植物，直至綠色加黑點範圍之管有權按照批地文件交回或被視為交回予政府。業主須把綠色加黑點範圍以及綠色加黑點範圍構築物及其上或其內之其他構築物視為公用地方與設施之一部份，並負責其保養及維修費用與支出。」

撥出私人地方供公眾使用的契據

不適用。

B. 綠色及綠色加黑圓圈範圍

批地文件

特別條件第(7)條至第(10)條

特別條件第(7)條

「(7) (a) 買方須：

(i) 於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費以署長批准之方式、材料、標準、高度、定線及設計，致使署長在各方面滿意：

(I) 在批地文件所夾附的圖則上分別以綠色及綠色加黑圓圈顯示範圍(下分別稱為「綠色範圍」及「綠色加黑圓圈範圍」)鋪設及塑造日後興建公共道路；及

(II) 提供及建造署長全權酌情要求的橋樑、隧道、高架道路、下通道、溝渠、高架橋、行車天橋、行人路、道路或其他構築物(下統稱為「綠色及綠色加黑圓圈範圍構築物」)

致使綠色範圍及綠色加黑圓圈範圍(綠色範圍及綠色加黑圓圈範圍下統稱為「綠色及綠色加黑圓圈範圍」)上可建造建築物及供車輛和行人往來；

(ii) 於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費於綠色及綠色加黑圓圈範圍上鋪設路面、路邊石及管道，並就其提供署長可能要求的溝渠、污水管、排水渠、有管道接駁總水管的消防栓、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意；及

(iii) 自費保養綠色及綠色加黑圓圈範圍連同綠色及綠色加黑圓圈範圍構築物及在該處所建造、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、街燈、交通標誌、街道設施、道路標記及植物，致使署長滿意，直至綠色及綠色加黑圓圈範圍之管有權按照特別條件第(8)條交回予政府。

(b) 若買方未能於本特別條件第(a)條所訂日期(或經署長批准的其他日期)或之前履行該段下之責任，政府可進行所需之工程，唯費用由買方支付，就此買方須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對買方具約束力。

(c) 就任何對買方或任何其他人士所造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行本特別條件第(a)條的責任或政府行使本特別條件第(b)條的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。」

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特別條件第 (8) 條

- 「(8) (a) 僅為了進行特別條件第 (7) 條指明須進行的工程：
- (i) 買方於批地文件日期被賦予綠色範圍的管有權；及
 - (ii) 綠色加黑圓圈範圍的管有權被視為在署長發出信件予買方中指明之日期賦予買方，唯該日期不可早於妥為履行特別條件第(3)(a)條及第 (39)(a)(i) 條之日期。
- (b) 綠色及綠色加黑圓圈範圍須應政府要求交回予政府，且不論任何情況，綠色加黑點範圍會被視為於署長發出信件表示批地文件各項條件已妥為履行致使其滿意的當天由買方交回予政府。買方須在其管有綠色及綠色加黑圓圈範圍或其任何部分期間的所有合理時間內容許所有政府及公眾車輛及行人自由出入綠色及綠色加黑圓圈範圍，並確保通道不受工程干擾或阻礙，不論是否根據特別條件第(7)條進行之工程或其他工程。」

特別條件第(9)條

- 「(9) 除非經署長事先書面同意，買方不得使用綠色及綠色加黑圓圈範圍作儲存用途或任何臨時構築物之建造或任何除進行特別條件第(7)條指明之工程外之用途。」

特別條件第 (10) 條

- 「(10) (a) 買方須在其管有綠色及綠色加黑圓圈範圍或其任何部分期間的所有合理時間內：
- (i) 允許政府、署長及其官員、承建商及代理及任何獲署長授權人士有權進出、往返及穿越該地段及綠色及綠色加黑圓圈範圍，以便視察、檢查及監督任何須按特別條件第(7)(a)條進行的工程，及進行、視察、檢查及監督根據特別條件第(7)(b)條進行的工程及任何其他署長認為有需要在綠色及綠色加黑圓圈範圍內進行的工程；
 - (ii) 允許政府及獲政府授權的相關公用事業公司應其要求進出、往返及穿越該地段及綠色及綠色加黑圓圈範圍，以供其在綠色及綠色加黑圓圈範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務而所需的附屬設備。買方須就有關任何上述於綠色及綠色加黑圓圈範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；及
 - (iii) 允許水務監督之官員及其他獲其授權之人士應其要求進出、往返及穿越該地段及綠色及綠色加黑圓圈範圍，以進行任何與綠色及綠色加黑圓圈範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。
- (b) 就任何對買方或任何人所造成或買方或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理、及任何根據本特別條件第(a)條獲正式授權人士或公用事業公司行使權利而引起或附帶發生，政府、署長及其官員、承建商及代理、及任何根據本特別條件第(a)條獲正式授權人士或公用事業公司概不承擔任何責任。」

公契

第1.1條

「綠色及綠色加黑圓圈範圍」指批地文件特別條件第(7)(a)(i)條所定義之「綠色及綠色加黑圓圈範圍」；
「綠色及綠色加黑圓圈範圍構築物」指批地文件特別條件第(7)(a)(i)(II)條所定義之「綠色及綠色加黑圓圈範圍構築物」；」

第4.6(o)條

- 「4.6 管理開支周年預算包括以下各部分：
- ...
- (o) 按公契及/或批地文件維修、保養及管理綠色及綠色加黑圓圈範圍、綠色及綠色加黑圓圈範圍構築物、綠色加黑點範圍及綠色加黑點範圍構築物之費用。」

第4.7(a)條

- 「4.7 周年預算分為以下各部分：
- (a) 第一部分須涵蓋管理人認為（除非有明顯錯誤，管理人之決定為具決定性的）以全體業主的利益或為了適當地管理該地段及發展項目、發展項目公用地方及設施、斜坡及護土牆、綠色及綠色加黑圓圈範圍、綠色及綠色加黑圓圈範圍構築物、綠色加黑點範圍及綠色加黑點範圍構築物，而必須花費的一切開支；」

第5.2(k)條

- 「5.2 在不限於此文中所載之其他管理人明示的權力之一般性的原則下管理人有權力：
- ...
- (k) 按照公契及批地文件保養、管理及維修綠色及綠色加黑圓圈範圍、綠色及綠色加黑圓圈範圍構築物、綠色加黑點範圍及綠色加黑點範圍構築物。」

第10.13條

「10.13 綠色及綠色加黑圓圈範圍

儘管此公契另有規定，管理人須按照批地文件特別條件第 (7)(a)(iii) 條負責保養綠色及綠色加黑圓圈範圍以及綠色及綠色加黑圓圈範圍構築物，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、街燈、交通標誌、街道設施、道路標記及植物，直至綠色及綠色加黑圓圈範圍之管有權按照批地文件交回或被視為交回予政府。業主須把綠色及綠色加黑圓圈範圍以及綠色及綠色加黑圓圈範圍構築物及其上或其內之其他構築物視為公用地方與設施之一部份，並負責其保養及維修費用與支出。」

撥出私人地方供公眾使用的契據

不適用。

C. 黃色範圍

批地文件

特別條件第(18)條

- 「(18) (a) (i) 買方須於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費以署長批准及按照本特別條件第(b)條經批准的圖則之材料、標準、高度、定線及設計，在批地文件所夾附的圖則上以黃色顯示範圍(下稱「黃色範圍」)以熟練的方式鋪設、塑造、興建、建造、提供及作環境美化的海濱長廊，致使署長在各方面滿意。
- (ii) 除本特別條件第(c)條另有規定外，買方須自費拆除及移除於黃色範圍內之現存構築物，致使署長在各方面滿意。
- (iii) 就批地文件內之條件而言，而署長就本特別條件第(a)(i)條及第(a)(ii)條提及進行的工程是否已按照本特別條件第(a)(i)條及第(a)(ii)條完成及於何時完成而所作之決定為最終決定並對買方具約束力。
- (b) (i) 買方須自費向署長呈交或安排呈交黃色範圍的圖則以供其書面批准，黃色範圍的圖則須包括黃色範圍之高度、位置、定線及設計的細節及資料，及署長要求之任何其他細節及資料。
- (ii) 當黃色範圍的圖則經批准後，除非經署長事先書面批准或應署長要求，買方不得修改、變動、更改、變更或替換根據本特別條件第(b)(i)條經批准之黃色範圍的圖則。
- (iii) 經署長批准或應署長要求而其後作出之修改、變動、更改、變更或替換須被視為納入根據本特別條件第(b)(i)條經署長批准之黃色範圍的圖則並構成其部分。

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- (iv) 除非本特別條件第(b)(i)條提及之黃色範圍的圖則已經署長書面批准，不得在黃色範圍或其任何部分開始任何建築工程（包括拆除工程）。
- (c) (i) 買方不得拆除或損壞於黃色範圍內現存之海堤或進行任何對海堤或其任何部分造成不利影響之工程，而署長就任何工程是否會對海堤造成不利影響所作決定為最終決定及對買方具有約束力。
- (ii) 由海堤之蓋頂線後方起計10米之內之最大累積荷載重量不得多於每平方米10千牛頓。
- (iii) 於海堤之蓋頂線15米之內不得進行任何形式的撞擊式打樁工程。
- (d) 在本特別條件第(a)(i)條及第(a)(ii)條提及之工程完成後，於此後所有時間買方須自費維護、管理、維修及保養黃色範圍及其所有構成或附屬部分，包括但不限於海濱長廊及海堤令其處於修葺良好堅固的狀態，致使署長在各方面滿意，直至黃色範圍之管有權按照本特別條件第(g)(iii)條交回予政府。
- (e) 若買方未能根據本特別條件第(a)條或第(d)條履行該段下之責任，政府可進行所需之工程，唯費用由買方支付，就此買方須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對買方具約束力。
- (f) 就任何對買方或任何其他人所造成或買方或任何其他入蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行本特別條件第(a)條及第(d)條的責任或政府行使本特別條件第(e)條的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；且買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (g) (i) 僅為了進行本特別條件第(a)條及第(d)條指明須進行的工程，黃色範圍的管有權被視為在署長發出信件予買方中指明之日期賦予買方，唯該日期不可早於妥為履行別條件第(3)(a)條及第(39)(a)(i)條之日期。
- (ii) 買方被視為已接受黃色範圍及其上之構築物及地基（如有）於黃色範圍的管有權被視為賦予買方當天之現存情況及狀態；且買方亦不得針對政府就其提出任何申索。
- (iii) 買方須於任何時間應署長要求將黃色範圍之管有權交回予政府。
- (h) 除非經署長事先書面同意，買方不得使用黃色範圍或其任何部分作儲存用途或停泊車輛或任何臨時構築物之建造或任何除進行本特別條件第(a)條、第(d)條及第(e)條指明之工程外及為了本特別條件第(j)條指明之目的外之用途。
- (i) (i) 買方須在其管有黃色範圍期間的所有時間內：
 - (I) 允許政府、署長及其官員、承建商及代理及任何獲署長授權人士，不論帶同或不帶同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、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特別條件第(a)條及第(d)條進行的工程，及進行、視察、檢查及監督根據本特別條件第(e)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；
 - (II) 允許政府及獲政府授權的相關公用事業公司應其要求進出、往返及穿越該地段及黃色範圍，以供其在黃色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。買方須就有關任何上述於黃色範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；及
 - (III) 允許水務監督之官員及其他獲其授權之人士應其要求進出、往返及穿越該地段及黃色範圍，以進行任何與黃色範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程。
- (ii) 就任何對買方或任何人所造成或買方或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理、及任何根據本特別條件第(i)(i)條獲正式授權人士或公用事業公司行使權利或因買方履行本特別條件第(j)條的責任而引起或附帶發生，政府、署長及其官員、承建商及代理、及任何根據本特別條件第(i)(i)條獲正式授權人士或公用事業公司概不承擔任何責任；而買方亦不得針對政府、署長及其官員、承建商及代理、及任何獲署長授權人士就該等損失、損壞、滋擾或干擾提出任何申索。

- (j) 在本特別條件第(a)(i)條及第(a)(ii)條提及之工程完成後，在此後所有時間直至黃色範圍之管有權按照本特別條件第(g)(iii)條交回予政府，買方須自費並致使署長在各方面滿意：
 - (i) 容許所有公眾人士毋須繳付任何形式的費用，自由並不受干擾地徒步或以輪椅進出黃色範圍及其任何部分與及其上、穿過、其內和沿路，以來回海濱；及
 - (ii) 於當眼位置顯示告示通知公眾人士黃色範圍於所有時間免費為公眾人士開放及列出署長不時要求之其他有關資料。
- (k) 僅為了本特別條件第(a)條、第(b)條、第(d)條、第(e)條、第(g)條及第(j)條中提述「買方」一詞僅指簽立批地文件之人士及特別條件第(37)(a)(i)條提及之公眾停車場的承讓人。」

特別條件第(40)條

- 「(40) (a) 特此協定按照特別條件第(39)(a)條之公眾停車場及其所有構成或附屬部分連同以下部分須整體一起維護、管理、維修及保養：
 - (i) 在黃色範圍按特別條件第(18)(g)(iii)條交回予政府之前，按照特別條件第(18)(d)條之黃色範圍及其所有構成或附屬部分；及
 - (ii) 在粉紅色間藍斜線範圍按照特別條件第(19)(i)(i)條交還予政府之前，按照特別條件第(19)(f)條之粉紅色間藍斜線範圍及其所有構成或附屬部分，於批地文件同意所授年期內之任何時間，若署長認為買方違反特別條件第(18)(d)條或特別條件第(19)(f)條，即等同違反特別條件第(39)(a)條（而署長之決定為最終及具決定性的）。
- (b) 就本特別條件第(a)條而言，段中提述「買方」一詞僅指簽立批地文件的人士及其公眾停車場的承讓人。」

公契

第 1.1 條

「黃色範圍」指批地文件特別條件第(18)(a)(i)條所定義之「黃色範圍」；」

第 2.9 條

- 「2.9 公眾停車場的業主及其受讓人須自費致使地政總署署長滿意並於各方面遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，按照批地文件連同以下部分整體營運、維護、保養、維修、運作及管理公眾停車場及其所有構成或附屬部分：
 - (a) 在黃色範圍按照批地文件交回予政府之前，黃色範圍及其所有構成或附屬部分包括但不限於海濱長廊及海堤按照特別條件第(18)(d)條令其處於修葺良好堅固的狀態；及
 - (b) 在粉紅色間藍斜線範圍按照批地文件交還予政府之前，粉紅色間藍斜線範圍及其所有構成或附屬部分包括但不限於海濱長廊及海堤按照特別條件第(19)(f)條令其處於修葺良好堅固的狀態。」

附表2第B部分第1(e)段

- 「1. 持有每份不分割份數及擁有、使用、佔用和享用其房產專有權之業主，受以下權利及特權規限：
 - ...
 - (e) 在黃色範圍之管有權按照批地文件交回予政府之前，
 - (i) 政府、地政總署署長及其官員、承建商及代理及任何獲地政總署署長授權人士，不論帶同或不帶同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、往返及穿越該地段，以便視察、檢查及監督任何須按特別條件第(18)條之第(a)條及第(d)條進行的工程，及進行、視察、檢查及監督根據特別條件第(18)條之第(e)條進行的工程及任何其他地政總署署長認為有需要在黃色範圍內進行的工程；

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- (ii) 政府及獲政府授權的相關公用事業公司有權應其要求進出、往返及穿越該地段，以供其在黃色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該地段或任何毗連或鄰近土地或處所提供電訊、電力、氣體(如有)及其他服務而所需的附屬設備。業主須就有關任何上述於黃色範圍內進行的工程之所有事宜與政府及政府正式授權的相關公用事業公司通力合作；
- (iii) 水務監督之官員及其他獲其授權之人士有權應其要求進出、往返及穿越該地段，以進行任何與黃色範圍內之任何其他水務設施之操作、保養、維修、更換及改動有關之工程；及
- (iv) 按照批地文件特別條件第(18)(j)(i)條，所有公眾人士應被允許在無需支付任何費用的情況下，自由和不間斷地以步行或坐輪椅進入「黃色範圍」或其任何部分。」

撥出私人地方供公眾使用的契據
不適用。

D. 粉紅色間藍斜線範圍

批地文件

特別條件第(19)條

「(19) 除特別條件第(11)條另有規定外：

- (a) (i) 買方須於2023年3月31日或之前(或經署長批准的其他日期)(見附註1)，自費以署長批准及按照本特別條件第(c)條經批准的圖則之材料、標準、高度、定線及設計，在粉紅色間藍斜線範圍以熟練的方式鋪設、塑造、興建、建造、提供及作環境美化的海濱長廊，致使署長在各方面滿意。
- (ii) 就批地文件內之條件而言，而署長就本特別條件第(a)(i)條提及進行的工程是否已按照本特別條件第(a)(i)條完成及於何時完成而所作之決定為最終決定並對買方具約束力。
- (b) 除根據本特別條件第(c)條經署長批准之圖則包括之小型構築物外，不得於粉紅色間藍斜線範圍上、上面、上空、下、地底或內興建、建造或放置任何建築物或構築物或任何建築物或構築物之支承物。
- (c) (i) 買方須自費向署長呈交或安排呈交粉紅色間藍斜線範圍的圖則以供其書面批准，粉紅色間藍斜線範圍的圖則須包括粉紅色間藍斜線範圍之高度、位置、定線及設計的細節及資料，及署長要求之任何其他細節及資料。
- (ii) 當粉紅色間藍斜線範圍的圖則經批准後，除非經署長事先書面批准或應署長要求，買方不得修改、變動、更改、變更或替換根據本特別條件第(c)(i)條經批准之粉紅色間藍斜線範圍的圖則。
- (iii) 經署長批准或應署長要求而其後作出之修改、變動、更改、變更或替換須被視為納入根據本特別條件第(c)(i)條經署長批准之粉紅色間藍斜線範圍的圖則並構成其部分。
- (iv) 除非本特別條件第(c)(i)條提及之粉紅色間藍斜線範圍的圖則已經署長書面批准，不得在粉紅色間藍斜線範圍或其任何部分開始任何建築工程(包括拆除工程)。
- (d) (i) 買方不得拆除或損壞於粉紅色間藍斜線範圍內現存之海堤或進行任何對海堤或其任何部分造成不利影響之工程，而署長就任何工程是否會對海堤造成不利影響所作決定為最終決定及對買方具有約束力。
- (ii) 由海堤之蓋頂線後方起計10米之內最大累積荷載重量不得多於每平方米10千牛頓。
- (iii) 於海堤之蓋頂線 15 米之內不得進行任何形式的撞擊式打樁工程。
- (e) 除了按本特別條件第(i)(i)條訂明交還管有權外，買方不得將粉紅色間藍斜線範圍或其任何部分或其內任何產權轉讓、抵押、押記、分租、放棄管有或以任何其他形式作出產權處置或簽訂任何協議作上述事宜，唯本特別條件第(e)條並不適用於按特別條件第(26)(d)條訂明的建築按揭及按特別條件第(38)條訂明之粉紅色間藍斜線範圍連同公眾停車場的轉讓、抵押或押記。
- (f) 在本特別條件第(a)(i)條提及之工程完成後，在此後所有時間買方須自費維護、管理、維修及保養粉紅色間藍斜線範圍及其所有構成或附屬部分，包括但不限於海濱長廊及海堤令其處於修葺良好堅固的狀態，致使署長在各方面滿意，直至粉紅色間藍斜線範圍之管有權按照本特別條件第(i)(i)條交還予政府。

- (g) 若買方未能按本特別條件第(a)條或第(f)條履行該段下之責任，政府可進行所需之工程，唯費用由買方支付，就此買方須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對買方具約束力。
- (h) 就任何對買方或任何其他人士造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行本特別條件第(a)條及第(f)條的責任或政府行使本特別條件第(g)條的權利或其他原因而引起或附帶發生，政府概不承擔任何責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (i) (i) 買方須自費於任何時間應署要求把粉紅色間藍斜線範圍連同所有安裝在其上或內的署長全權酌情指明之設施、服務和裝置，在不受產權負擔影響下交還並交吉予政府，且政府毋須向買方付出任何代價、繳款或賠償；唯政府並無責任應買方請求接受買方交還粉紅色間藍斜線範圍，但在政府認為適合時則可如此做。為此，買方須自費並依署長批准或要求的樣式及包含署長所批准或要求之條件簽立土地交還契據和任何其他所需文件。
- (ii) 在根據本特別條件第(i)(i)條交還粉紅色間藍斜線範圍予政府之前，除非買方已自費將粉紅色間藍斜線範圍從地段中分割致使署長滿意，買方不得將該地段或其任何部分或其內任何產權或其上任何已建或擬建建築物或其部分轉讓、抵押、押記、遺贈、分租、放棄管有或以任何其他形式作出產權處置或設定產權負擔或簽訂任何協議作上述事宜，唯本特別條件第(i)(ii)條並不適用於按特別條件第(26)(d)條下之建築按揭。在進行上述分割之前，買方須自費向署長提交地段分割文件供其書面批准。
- (iii) 買方同意並接受在根據本特別條件第(i)(i)條交還粉紅色間藍斜線範圍後，因為該地段的面積之減少或其他原因，買方在開發或重新開發該地段或其中任何部分時或未能獲得根據特別條件第(17)(c)(i)條准許的最大總樓面面積。政府對此概不承擔任何責任，買方亦不得就未能獲得根據特別條件第(17)(c)(i)條准許的最大總樓面面積針對政府要求索償或退還地價或作任何其他要求。
- (j) 在不影響本特別條件第(b)條一般性的原則下，未經署長事先書面同意，買方不得使用粉紅色間藍斜線範圍或其任何部分作儲存用途或停泊車輛或任何臨時構築物之建造或任何除進行本特別條件第(a)條、第(f)條及第(g)條指明之工程外及為了本特別條件第(i)條指明之目的外之用途。
- (k) 在按照本特別條件第(i)(i)條交還粉紅色間藍斜線範圍予政府之前，買方須在所有時間允許政府、署長及其官員、承建商及代理及任何獲署長授權人士，不論帶同或不帶同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、往返及穿越該地段包括粉紅色間藍斜線範圍，以便視察、檢查及監督任何須按本特別條件第(a)條及第(f)條進行的工程，及進行、視察、檢查及監督根據本特別條件第(g)條進行的工程及任何其他署長認為有需要粉紅色間藍斜線範圍內進行的工程。
- (l) 在本特別條件第(a)(i)條提及之工程完成後，在此後所有時間直至買方按照本特別條件第(i)(i)條交還粉紅色間藍斜線範圍之管有權予政府，買方須自費並致使署長在各方面滿意：
 - (i) 容許所有公眾人士毋須繳付任何形式的費用，自由並不受干擾地徒步或以輪椅進出粉紅色間藍斜線範圍及其任何部分與及其上、穿過、其內和沿路，於以下地點之間來回海濱：
 - (I) 於批地文件所夾附的圖則上顯示和標示的L點及M點之間穿過N點或署長書面批准的其他地點；及
 - (II) 在完成特別條件第(18)(a)(i)條及第(18)(a)(ii)條提及的工程之條件下，於批地文件所夾附的圖則上顯示和標示的F點及G點之間穿過H點或署長書面批准的其他地點；及
 - (ii) 於當眼位置顯示告示通知公眾人士粉紅色間藍斜線範圍於所有時間免費為公眾人士開放及列出署長不時要求之其他有關資料。
- (m) 就任何對買方或任何人造成或買方或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因政府、署長及其官員、承建商及代理及任何獲署長授權人士行使本特別條件第(k)條的權利或買方履行本特別條件第(l)條的責任或其他原因而引起或附帶發生，政府、署長及其官員、承建商及代理及任何獲署長授權人士概不承擔任何責任；買方亦不得針對政府、署長及其官員、承建商及代理及任何獲署長授權人士就該等損失、損壞、滋擾或干擾提出任何申索。
- (n) 特此明文協定、申述及訂明，在本特別條件第(l)條對買方施加義務的同時，買方並無意圖撥出且政府亦沒有同意買方將粉紅色間藍斜線範圍或其任何部份撥供公眾作通道使用。

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- (o) (i) 特此明文協定及申述，本特別條件第(l)條所載買方的責任不得被視為引致期望或索求按《建築物(規劃)規例》第22(1)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比率的任何優惠或權利。為免存疑，買方明文放棄按《建築物(規劃)規例》第22(1)條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (ii) 另特此明文協定及申述，本特別條件第(i)條所載買方的責任不得被視為引致期望或索求按建築物《建築物(規劃)規例》第22(2)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比率的任何優惠或權利。為免存疑，買方明文放棄按《建築物(規劃)規例》第22(2)條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。
- (p) 僅為了本特別條件第(a)條、第(c)條、第(f)條、第(g)條、第(i)(i)條及第(l)條中提述「買方」一詞僅指簽立批地文件的人士及特別條件第(37)(a)(i)條提及之公眾停車場的承讓人。」

特別條件第(40)條

- 「(40) (a) 特此協定按照特別條件第(39)(a)條之公眾停車場及其所有構成或附屬部分連同以下部分須整體一起維護、管理、維修及保養：
- (i) 在黃色範圍按特別條件第(18)(g)(iii)條交回予政府之前，按照特別條件第(18)(d)條之黃色範圍及其所有構成或附屬部分；及
- (ii) 在粉紅色間藍斜線範圍按照特別條件第(19)(i)(i)條交還予政府之前，按照特別條件第(19)(f)條之粉紅色間藍斜線範圍及其所有構成或附屬部分，於批地文件同意所授年期內之任何時間，若署長認為買方違反特別條件第(18)(d)條或特別條件第(19)(f)條，即等同違反特別條件第(39)(a)條（而署長之決定為最終及具決定性的）。
- (b) 就本特別條件第(a)條而言，段中提述「買方」一詞僅指簽立批地文件的人士及其公眾停車場的承讓人。」

公契

第 1.1 條

「粉紅色間藍斜線範圍」指批地文件特別條件第(19)(a)(i)條所定義之「粉紅色間藍斜線範圍」；」

第 2.9 條

- 「2.9 公眾停車場的業主須自費致使地政總署署長滿意並於各方面遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，按照批地文件連同以下部分整體營運、維護、保養、維修、運作及管理公眾停車場及其所有構成或附屬部分：
- (a) 在黃色範圍按批地文件交回予政府之前，黃色範圍及其所有構成或附屬部分包括但不限於海濱長廊及海堤按照特別條件第(18)(d)條令其處於修葺良好堅固的狀態；及
- (b) 在粉紅色間藍斜線範圍按批地文件交還予政府之前，粉紅色間藍斜線範圍及其所有構成或附屬部分包括但不限於海濱長廊及海堤按照特別條件第(19)(f)條令其處於修葺良好堅固的狀態。」

附表2第B部分第1(f)段

- 「1. 持有每份不分割份數及擁有、使用、佔用和享用其房產專有權之業主，受以下權利及特權規限：
- ...
- (f) 在粉紅色間藍斜線範圍按照批地文件交還予政府之前，政府、
- (i) 地政總署署長及其官員、承建商及代理及任何獲地政總署署長授權人士，不論帶同或不帶同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、往返及穿越該地段，以便視察、檢查及監督任何須按特別條件第(19)條第(a)條及第(f)條進行的工程，及進行、視察、檢查及監督根據特別條件第(19)條第(g)條進行的工程及任何其他地政總署署長認為有需要在粉紅色間藍斜線範圍內進行的工程；及

- (ii) 按照批地文件特別條件第(19)(l)(i)條，所有公眾人士應被允許在無需支付任何費用的情況下，自由和不間斷地以步行或坐輪椅進入「粉紅色間藍斜線範圍」或其任何部分；」

撥出私人地方供公眾使用的契據

不適用。

E. 第一臨時公眾停車場及第二臨時公眾停車場

批地文件

特別條件第(11)條及第(30)條

特別條件第(11)條

- 「(11) (a) (i) 買方須自費於各方面致使署長滿意並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例：
- (l) (A) 於批地文件所夾附的圖則上以紅色界線顯示範圍(下稱「紅色界線範圍」)在批地文件簽立日期立即提供及開始營運一個臨時公眾停車場(下稱「第一臨時公眾停車場」)；及
- (B) 此後所有時間直至本特別條件第(b)(i)條提及之第二臨時公眾停車場按照本特別條件第(b)條開始營運之前，繼續營運、維護、保養及管理第一臨時公眾停車場；及
- (ll) 於第一臨時公眾停車場內，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車及重型貨車。
- (ii) 第一臨時公眾停車場內之所有停車位須於一天24小時所有時間(或經署長批准的其他時間)供所有公眾人士，以時租或日租或署長書面批准的其他形式，作短期停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車及重型貨車。
- (iii) 第一臨時公眾停車場的停車位不得用作除供本特別條件第(a)(ii)條所列之用途以外的任何用途，尤其是第一臨時公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (iv) 當本特別條件第(b)(i)條提及之第二臨時公眾停車場按照本特別條件第(b)條開始營運時，買方須自費終止營運第一臨時公眾停車場，致使署長各方面滿意。
- (v) 在本特別條件第(b)(i)條提及之第二臨時公眾停車場按照本特別條件第(b)條開始營運之前，不得在紅色界線範圍或其任何部分開始任何建築工程(包括地盤平整工程)。
- (b) (i) 買方須自費於各方面致使署長滿意並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例：
- (l) (A) 於批地文件所夾附的圖則上分別以粉紅色加黑點及粉紅色間藍斜線顯示範圍(下分別稱為「粉紅色加黑點範圍」及「粉紅色間藍斜線範圍」)在批地文件簽立日期後一個曆月之內(或經署長批准的其他日期)提供及開始營運一個臨時公眾停車場(下稱「第二臨時公眾停車場」)；及
- (B) 此後所有時間直至特別條件第(37)(a)(i)條提及之公眾停車場按照特別條件第(39)(a)(i)條開始營運之前，繼續營運、維護、保養及管理第二臨時公眾停車場；及
- (ll) 於第二臨時公眾停車場提供以下車位：
- (A) 不少於130個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車；
- (B) 不少於10個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之重型貨車及/或巴士；及
- (C) 若干車位以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之輕型貨車及電單車，致使署長各方面滿意。

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- (ii) 儘管特別條件第(19)(e)條規定，第二臨時公眾停車場內之所有停車位須於一天24小時所有時間（或經署長批准的其他時間）供所有公眾人士，以時租或日租或署長書面批准的其他形式，作短期停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車、輕型貨車、重型貨車、巴士及電單車。
 - (iii) 第二臨時公眾停車場的停車位不得用作除供本特別條件第(b)(ii)條所列之用途以外的任何用途，尤其是第二臨時公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
 - (iv) 當特別條件第(37)(a)(i)條提及之公眾停車場按照特別條件第(39)(a)(i)條開始營運時，買方須自費終止營運第二臨時公眾停車場，致使署長各方面滿意。
 - (v) 在特別條件第(37)(a)(i)條提及之公眾停車場按照特別條件第(39)(a)(i)條開始營運之前，不得在粉紅色加黑點範圍或其任何部分或粉紅色間藍斜線範圍或其任何部分開始任何建築工程（包括地盤平整工程）。
- (c) 就任何對買方或任何人所造成或買方或任何人蒙受的損失、損壞、滋擾或干擾，不論是否因營運、維護、保養及管理第一臨時公眾停車場或第二臨時公眾停車場（第一臨時公眾停車場及第二臨時公眾停車場下統稱「臨時公眾停車場」），或任何使用紅色界線範圍、粉紅色加黑點範圍或粉紅色間藍斜線範圍（紅色界線範圍、粉紅色加黑點範圍及粉紅色間藍斜線範圍下統稱「臨時公眾停車場範圍」）作臨時公眾停車場用途或其他原因而引起或附帶發生，政府概不承擔任何責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。買方須就所有直接或間接由營運、維護、保養及管理臨時公眾停車場或任何使用臨時公眾停車場範圍作臨時公眾停車場引起的或與之有關的一切法律責任、損失、損害、申索、支出、費用、收費、索求、訴訟或司法程序向政府彌償或使之獲得彌償。
- (d) 政府就臨時公眾停車場範圍或其任何部分是否適合用作臨時公眾停車場，並無任何明示或隱含之保證。
- (e) 就批地文件內之條件而言：
- (i) 「建築工程」及「地盤平整工程」根據《建築物條例》、其附屬規例及任何修訂條例定義；及
 - (ii) 署長就第一臨時公眾停車場是否按照本特別條件第(a)條開始營運及於何時開始營運，及第二臨時公眾停車場是否按照本特別條件第(b)條開始營運及於何時開始營運而所作之決定為最終決定並對買方具約束力。」

特別條件第(30)條

- 「(30) (a) 除使用批地文件所夾附的圖則上分別顯示和標示的X點及Y點之間穿過Z點，及R點及S點之間穿過T點，或署長書面批准的其他地點，買方無權讓車輛進出該地段。
- (b) 儘管本特別條件第(a)條規定：
- (i) 當第一臨時公眾停車場按照特別條件第(11)(a)條開始營運，此後任何時間直至第二臨時公眾停車場按照特別條件第(11)(b)條開始營運，除使用批地文件所夾附的圖則上顯示和標示的R點及S點之間穿過T點，或署長書面批准的其他地點，買方無權讓車輛進出紅色界線範圍，唯買方無權讓建築車輛於批地文件所夾附的圖則上顯示和標示的R點及S點之間穿過T點或按照本特別條件第(b)(i)條署長書面批准的其他地點進出紅色界線範圍；及
 - (ii) 當第二臨時公眾停車場按照特別條件第11(b)條開始營運，此後任何時間直至特別條件第(37)(a)(i)條提及之公眾停車場按照特別條件第(39)(a)(i)條開始營運，除使用經現在東源街於批地文件所夾附的圖則上顯示和標示的U點及V點之間穿過W點，或署長書面批准的其他地點，買方無權讓車輛進出粉紅色加黑點範圍或粉紅色間藍斜線範圍，唯買方無權讓建築車輛於批地文件所夾附的圖則上顯示和標示的U點及V點之間穿過W點或按照本特別條件第(b)(ii)條署長書面批准的其他地點進出該地段。
- (c) 當發展或重建該地段時，可於受制於署長施加的條件下允許之指定位置作臨時通道供建築車輛進入該地段。於發展項目或重建項目完工後，買方須於署長指定之期限內自費還原該已興建作臨時通道之範圍，致使署長在各方面滿意。」

公契
不適用。

撥出私人地方供公眾使用的契據
不適用。

F. 公眾停車場

批地文件

特別條件第(12)(b)條、第(37)條至第(42)條

特別條件第(12)(b)條

「(12) (b) 儘管本特別條件第(a)條規定，買方須於各方面按照批地文件之條件並遵守香港現行或於任何時間生效而關乎建築、衛生及規劃的所有法例、附例及規例，於2020年3月31日或之前建成按特別條件第(37)(a)(i)條提及之公眾停車場至適宜佔用。」

特別條件第(37)條

- 「(37) (a) 在按照特別條件第(31)條及第(32)條（可分別根據特別條件第(33)條更改）分別之目的提供車位之要求外，買方須自費於各方面致使署長滿意在按照批地文件之條件及本特別條件第 (b) 條提及經批准之公眾停車場布局圖，並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例：
- (i) 於粉紅色範圍興建及建造及其後提供及維持一個公眾停車場（下稱「公眾停車場」）；及
 - (ii) 於公眾停車場內提供：
 - (I) 不少於122個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之私家車，而每個車位須闊2.5米、長5.0米及淨空高度最少為2.4米，唯須從本特別條件第(a)(ii)(I)條提供之車位中，保留及指定一個車位，以供傷殘人士（按《道路交通條例》、其任何附屬規例及任何修訂條例定義）使用之私家車停泊，該車位之尺寸須按建築事務監督要求及批准；
 - (II) 不少於24個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之輕型貨車，而每個車位須闊3.5米、長7.0米及淨空高度最少為3.6米；及
 - (III) 不少於25個車位，以供停泊根據《道路交通條例》、其附屬規例及任何修訂條例定義之重型貨車及/或巴士，而每個車位須闊3.5米、長12.0 米及淨空高度最少為4.7米。
- (b) 於該地段開始進行任何建築工程（地盤平整工程及拆除工程除外）之前，買方須自費向署長呈交或安排呈交公眾停車場之布局圖以供其書面批准，公眾停車場之布局圖須標明停車位、迴旋處、泊車樓層或層之天花高度、進出途徑、通道地方及任何其他署長可能要求的範圍及空間之布局（下稱「公眾停車場布局圖」）。該停車位、迴旋處、泊車樓層或層之天花高度、進出途徑、通道地方及任何其他署長可能要求的範圍及空間須按照本特別條件第(b)條經署長批准之公眾停車場布局圖而提供及布局，致使署長在各方面滿意。買方須按照本特別條件第(b)條經署長批准之公眾停車場布局圖維持該停車位、迴旋處、泊車樓層或層之天花高度、進出途徑、通道地方及任何其他署長可能要求的範圍及空間，及未經署長事先書面同意不可改動該布局。
- (c) 除經署長書面批准之車輛進出通道外，不得使用或經由任何車輛進出通道進出公眾停車場之泊車樓層或層。
- (d) 公眾停車場內提供之每個及所有停車位須直接面向車道或有充足之通道地方致使任何本特別條件第(a)(ii)條提及之車輛均能由車道或通道地方駛進或駛離每個停車位而受阻礙。
- (e) 公眾停車場之出入管制站、吊閘、收費亭及進出安排的位置須經署長事先書面批准。
- (f) 公眾停車場布局之設計須讓本特別條件第(a)(ii)條提及之車輛進入公眾停車場時毋須於該地段外排隊或等候。

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- (g) (i) 公眾停車場內提供的所有停車位須供所有公眾人士於每天下午12時30分至下午11時正（或經署長批准的其他時間）以時租形式，及於其餘時間以時租或月租形式或經署長書面批准之其他形式，作短期停泊車輛。
- (ii) 買方須於所有時間允許所有公眾人士自由進出及經過該地段及其部分或於該地段已興建或擬興建之建築物，作為通道以進出公眾停車場或其任何部分。
- (h) 就根據特別條件第(17)(c)條計算總樓面面積而言，須計入公眾停車場（包括公眾停車場內之停車位、迴旋處、進出途徑及通道地方，以及任何其他署長全權酌情認為合適的範圍及空間），公眾停車場之總樓面面積由署長決定，此決定為最終決定並對買方具約束力。
- (i) 根據本特別條件第(a)(ii)(I)條、第(a)(ii)(II)條及第(a)(ii)(III)條於公眾停車場內提供之停車位不得用作停泊按《道路交通條例》、其任何附屬規例及任何修訂法例分別獲發牌之私家車、輕型貨車、重型貨車及巴士以外的任何用途，尤其是公眾停車場或其任何部分不得用作儲存、展示或展覽供出售或作他用的車輛或用作提供汽車清潔美容服務。
- (j) 特此明文協定、申述及訂明，在本特別條件第(g)(ii)條對買方施加義務的同時，買方並無意圖撥出且政府亦沒有同意買方將公眾停車場或其任何部分或該土地任何部分撥供公眾作通道使用。
- (k) 特此明文協定及申述，本特別條件第(g)(ii)條所載買方的責任不得被視為引致期望或索求按《建築物（規劃）規例》第22(1)條和任何修訂或代替規例或其他規定給予額外上蓋面積或地積比率的任何優惠或權利。為免存疑，買方明文放棄按《建築物（規劃）規例》第22(1)條和任何修訂或代替規例或其他規定獲取額外上蓋面積或地積比率的任何優惠或權利以及一切相關索求。」

特別條件第 (38) 條

- 「(38) (a) 於批地文件同意所授年期內，除非整個公眾停車場一起，買方不得將公眾停車場或其任何部分或其內任何產權轉讓、抵押、押記、分租、放棄管有或以任何其他形式作出產權處置（不論是否以直接或間接保留、授予任何優先拒絕權、優先認購或授權或任何其他方法、安排或以任何文件；或不論是以近似批地文件第(26)(b)條所提及之任何方法從而將公眾停車場或其任何部分或其內任何產權出售、轉讓、抵押、押記、分租或放棄管有或使其受影響）或簽訂任何協議作上述事宜，即使如此：
- (i) 於批地文件同意所授年期內，除非連同粉紅色間藍斜線範圍（除非此範圍已按照特別條件第(19)(i)(i)條還予政府），買方不得將整個公眾停車場一起轉讓、抵押或押記；
- (ii) 於批地文件各項條件已妥為履行致使署長在各方面滿意之前，任何將整個公眾停車場一起連同粉紅色間藍斜線範圍（除非此範圍已按照特別條件第(19)(i)(i)條交還予政府）之轉讓、抵押或押記（為了按照批地文件之條件發展該地段而按特別條件第(26)(d)條以建築按揭之方式抵押或押記該整個地段除外），須經署長事先書面許可及達成任何其施加的條件（包括繳付其要求之費用）；及
- (iii) 不論於批地文件各項條件已妥為履行致使署長在各方面滿意之前或之後，任何將整個公眾停車場一起分租、放棄管有或以任何其他形式作出產權處置須經署長事先書面許可及達成任何其施加的條件（包括繳付其要求之費用）。
- (b) 除非特別條件第(19)(a)(i)條提及之工程已按照特別條件第(19)(a)(i)條完成，署長不得根據本特別條件第(a)(ii)條發出許可。
- (c) 儘管本特別條件第(a)條規定，不論於批地文件各項條件已妥為履行致使署長在各方面滿意之前或之後的任何時間，須於建築事務監督根據《建築物條例》、其附屬規例及任何修訂條例就公眾停車場或其任何部分之停車位發出佔用許可證或臨時佔用許可證之後，買方才可按照特別條件第(37)(g)(i)條開始分租公眾停車場內該有關停車位予公眾人士作短期停泊車輛。」

特別條件第(39)條

- 「(39) (a) (i) 買方須自費並於各方面遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，於妥為履行特別條件第(12)(b)條之日期開始營運公眾停車場，致使署長滿意。

- (ii) 當公眾停車場按照本特別條件第(a)(i)條開始營運，此後於批地文件同意所授年期內之所有時間，買方須自費並遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，除特別條件第(40)條另有規定，繼續營運、維護、保養、維修、運作及管理公眾停車場及其所有構成或附屬部分，致使署長滿意。
- (b) 買方須於所有時間，尤其是公眾停車場或其任何部分開始營運後，於該地段之上、之下或之內進行任何工程時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對公眾停車場或其任何部分造成任何損壞、干擾或阻礙。買方須確保該等工程不會損壞、阻礙或危害公眾停車場或其任何部分之營運安全（而署長之決定為最終及具決定性的）。
- (c) 就批地文件內之條件而言，署長就履行特別條件第(12)(b)條之日期及公眾停車場是否按照本特別條件第(a)(i)條開始營運及於何時開始營運而所作之決定為最終決定並對買方具約束力。」

特別條件第(40)條

- 「(40) (a) 特此協定按照特別條件第(39)(a)條之公眾停車場及其所有構成或附屬部分連同以下部分須整體一起維護、管理、維修及保養：
- (i) 在黃色範圍按特別條件第(18)(g)(iii)條交回予政府之前，按照特別條件第(18)(d)條之黃色範圍及其所有構成或附屬部分；及
- (ii) 在粉紅色間藍斜線範圍按照特別條件第(19)(i)(i)條交還予政府之前，按照特別條件第(19)(f)條之粉紅色間藍斜線範圍及其所有構成或附屬部分，
- 於批地文件同意所授年期內之任何時間，若署長認為買方違反特別條件第(18)(d)條或特別條件第(19)(f)條，即等同違反特別條件第(39)(a)條（而署長之決定為最終及具決定性的）。
- (b) 就本特別條件第(a)條而言，段中提述「買方」一詞僅指簽立批地文件的人士及其公眾停車場的承讓人。」

特別條件第(41)條

- 「(41) 買方不得於根據特別條件第(31)條（可按特別條件第(33)條更改）及特別條件第(37)條提供之停車位使用或採用機械式泊車系統，而根據特別條件第(31)條（可按特別條件第(33)條更改）及特別條件第(37)條提供之停車位不得以任何形式或類別之機械式泊車系統提供，就此批地文件之條件而言，署長就何謂機械式泊車系統而所作之決定為最終決定並對買方具約束力。」

特別條件第(42)條

- 「(42) 給署長存檔經其批准之布局圖（包括根據特別條件第(37)(b)條經署長批准之公眾停車場布局圖）並標明按照特別條件第(31)條及第(32)條（可分別根據特別條件第(33)條更改），及特別條件第(37)條於該地段提供之所有停車位及上落貨車位之布局（下稱「經批准停車場布局圖」），或經認可人士（按《建築物條例》、其任何附屬規例及任何修訂法定義）核證的經批准停車場布局圖之副本。唯於進行該存檔前不得進行影響該地段或其任何部分或該地段上已建或擬建建築物之交易（根據特別條件第(11)條及第(38)(c)條之分租，及根據特別條件第(26)(c)條之租約或批地或該等租約或批地之協議，及根據特別條件第(26)(d)條之建築按揭或其他經署長批准之交易除外）。於經批准停車場布局圖標明之停車位及上落貨車位不得用作特別條件第(31)條、第(32)條及第(37)條以外的任何用途。買方須按照經署長批准並給其存檔之經批准停車場布局圖維持停車位、上落貨車位及其他範圍，包括但不限於升降機、樓梯平台及運轉及通道地方，及未經署長事先書面同意不可改動該布局。除經批准停車場布局圖上標明之停車位外，該地段任何部分或其上之任何建築物或構築物不可作停泊車輛用途。」

公契

第 1.1 條

「「停車場」指為發展項目興建之整個停車場範圍（不包括公眾停車場），按照建築圖則供發展項目的住客或

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佔有人、其真實賓客、訪客或所邀請者之車輛及電單車出入及停泊，及供貨車上落貨及附屬用途。包括停車位、暢通易達停車位、訪客停車位、住宅上落貨停車位、商業上落貨停車位及停車場公用地方及設施。

「公眾停車場」指批地文件特別條件第(37)(a)(i)條所定義之「公眾停車場」，於公契圖則之地庫平面圖、地下平面圖及一樓平面圖上以綠色顯示（僅供識別）；

「單位」指按公契或任何分公契獲分配或擬獲分配不分割份數之住宅單位、整體商業物業、（於簽訂商業物業之分公契後）商業單位、住宅停車位、商業停車位、住宅電單車停車位、商業電單車停車位、公眾停車場或發展項目之任何部份（公用地方及設施除外），及與《建築物管理條例》下定義之「單位」同義。」

第 2.9 條

「2.9 公眾停車場的業主及其受讓人須自費致使地政總署署長滿意並於各方面遵守香港現行或於任何時間生效而關乎公眾停車場及公眾停泊車輛的所有法例、附例及規例，按照批地文件同以下部分整體營運、維護、保養、維修、運作及管理公眾停車場及其所有構成或附屬部分：

- (a) 在黃色範圍按批地文件交回予政府之前，黃色範圍及其所有構成或附屬部分包括但不限於海濱長廊及海堤按照特別條件第(18)(d)條令其處於修葺良好堅固的狀態；及
- (b) 在粉紅色間藍斜線範圍按批地文件交還予政府之前，粉紅色間藍斜線範圍及其所有構成或附屬部分包括但不限於海濱長廊及海堤按照特別條件第(19)(f)條令其處於修葺良好堅固的狀態。」

第7.2(d)條

「7.2 業主委員會由當時於該地段及/或發展項目或其任何部分擁使用佔用及享用專有權之業主選出之七(7)名委員組成。業主委員會委員包括：

...

- (d) 由公眾停車場業主提名之一(1)名委員。」

附表2第A部分第4段及第5段

「4. 公眾停車場之業主、其租客、傭工、代理、所邀請者及被許可人有權（與所有具有類似權利的人士共同享有）往返穿越及使用(i)停車場公用地方與設施，作與正當使用及享用公眾停車場的地庫樓層內之消防設施及消防花灑泵房、消防花灑水缸、水缸及主低壓電掣房有關連的用途、(ii)住宅公用地方與設施，作與正當使用及享用位於2樓構成公眾停車場一部分的升降機槽（於公契圖則上以” LIFT SHAFT” 標示及以綠色顯示，僅供識別）的用途及(iii)發展項目公用地方及設施作與正當使用及享用公眾停車場，唯該人士須修補其對停車場公用地方與設施及/或（視情況而定）發展項目公用地方及設施的任何部分所造成之任何損壞。

5. 住宅單位、停車位及商業單位之業主、其租客、傭工、代理、所邀請者及被許可人有權（與所有具有類似權利的人士共同享有）往返穿越及使用公眾停車場，作與正當使用及享用發展項目公用地方與設施以及根據本公契業主可以使用和享用的發展項目的一部分有關連的用途，唯該人士須修補其對公眾停車場任何部分所造成之任何損壞。」

附表2第B部分第1(h)段

「1. 持有每份不分割份數及擁有、使用、佔用和享用其房產專有權之業主，受以下權利及特權規限：

...

- (h) 所有公眾人士有權於星期一至星期日上午7時正至下午11時正（時間可不時更改）自由進出及經過發展項目公用地方與設施，作為通道以進出公眾停車場。」

撥出私人地方供公眾使用的契據

不適用。

G. 交通安排

批地文件

特別條件第(20)條

- 「(20) (a) 買方須於2017年2月28日或之前（或經署長批准的其他日期），自費向運輸署署長呈交或安排呈交一份交通安排之計劃書以供其書面批准，該交通安排之計劃書標明以封閉於粉紅色間黑斜線範圍、粉紅色間黑交叉線範圍、粉紅色加黑圓圈範圍及綠色加黑圓圈範圍內之東源街路段，及於黃色範圍內之崇信街路段之交通安排、其範圍及計劃，及包括運輸署署長要求之任何其他細節及資料。
- (b) 買方須於2020年3月31日或之前（或經署長批准的其他日期）自費實施根據本特別條件第(a)條經批准的交通安排計劃書（下稱「經批准交通安排計劃書」）之交通安排，致使署長在各方面滿意；除非經運輸署署長事先書面批准或應其要求，買方不得修改、變動、更改、變更或替換經批准交通安排計劃書。
- (c) 經運輸署署長批准或應其要求而其後作出之修改、變動、更改、變更或替換須被視為納入經批准交通安排計劃書並構成其部分。」

公契

不適用。

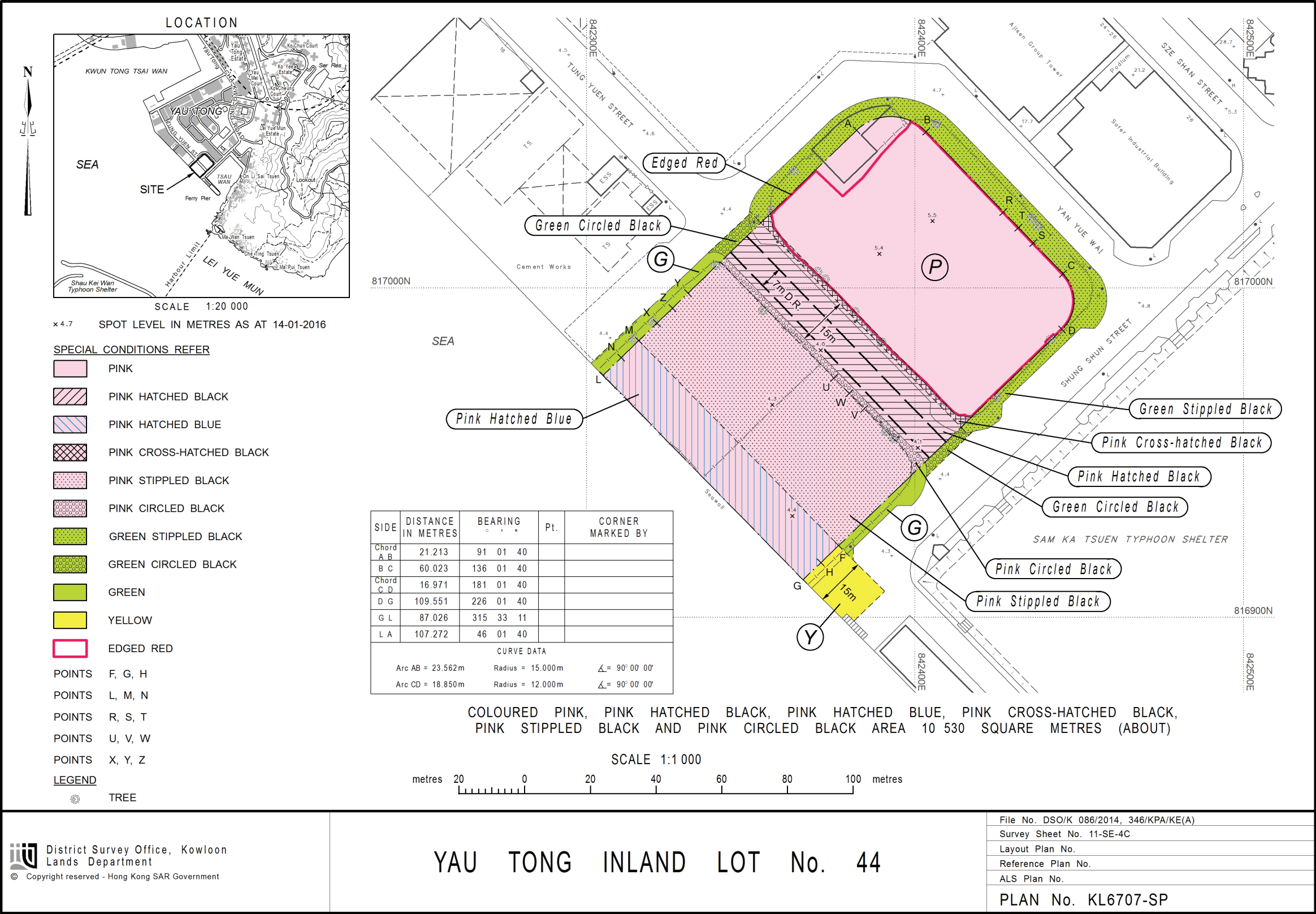
撥出私人地方供公眾使用的契據

不適用。

附註：

1. 根據兩封由地政總署九龍東區地政處發出（日期分別為2021年7月21日及2023年7月25日）之信件，地政總署署長已將批地文件下相關責任的完成期限延展至2024年3月31日。有關期限延展分別是根據地政總署地政處作業備考編號第4/2020號及第2/2022號批出，作為政府應對2019冠狀病毒病疫情的紓緩措施之一。地政總署已於2023年12月28日發出合約完成證明書，證明承授人於批地文件所訂明有關該地段必須履行的責任已獲完成並達致地政總署署長滿意程度。

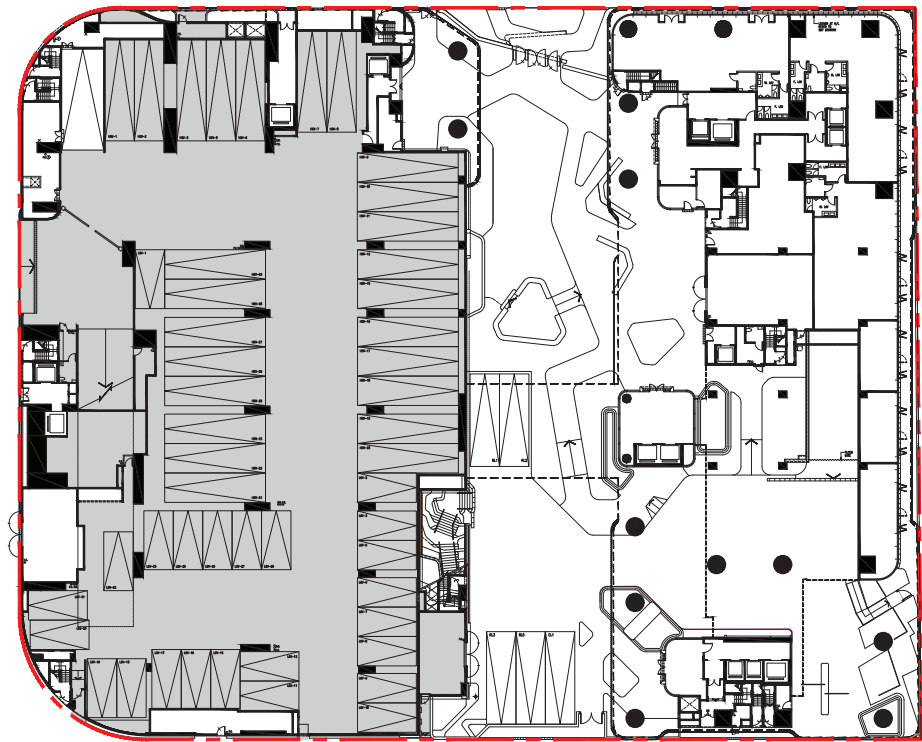
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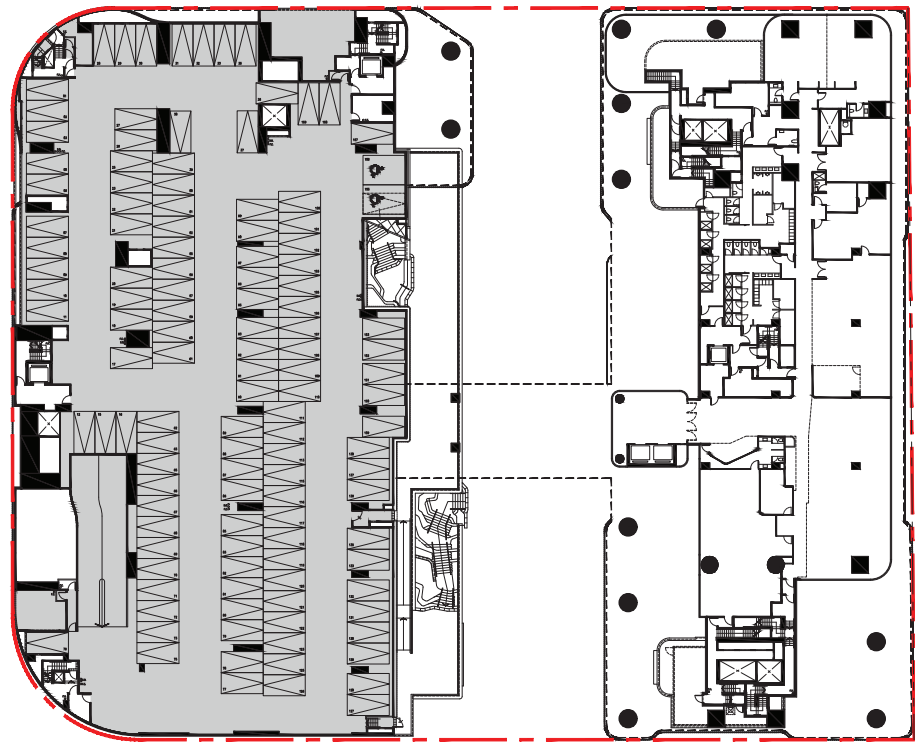
註：本圖僅顯示「綠色加黑點範圍」、「綠色及綠色加黑圓圈範圍」、「黃色範圍」、「紅色界線範圍」、「粉紅色加黑點範圍」及「粉紅色間藍斜線範圍」。圖中所示的其他事項未必能反映其最新狀況。「第一臨時公眾停車場」曾位於「紅色界線範圍」，「第二臨時公眾停車場」曾位於「粉紅色加黑點範圍」及「粉紅色間藍斜線範圍」。海濱長廊位於「黃色範圍」及「粉紅色間藍斜線範圍」。PINK HATCHED BLUE = 粉紅色間藍斜線；PINK STIPPLED BLACK = 粉紅色加黑點；GREEN STIPPLED BLACK = 綠色加黑點；GREEN CIRCLED BLACK = 綠色加黑圓圈；GREEN = 綠色；YELLOW = 黃色；EDGED RED = 紅色界線。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

公共設施及公眾休憩用地的資料



GROUND FLOOR PLAN
地下平面圖



FIRST FLOOR PLAN
一樓平面圖

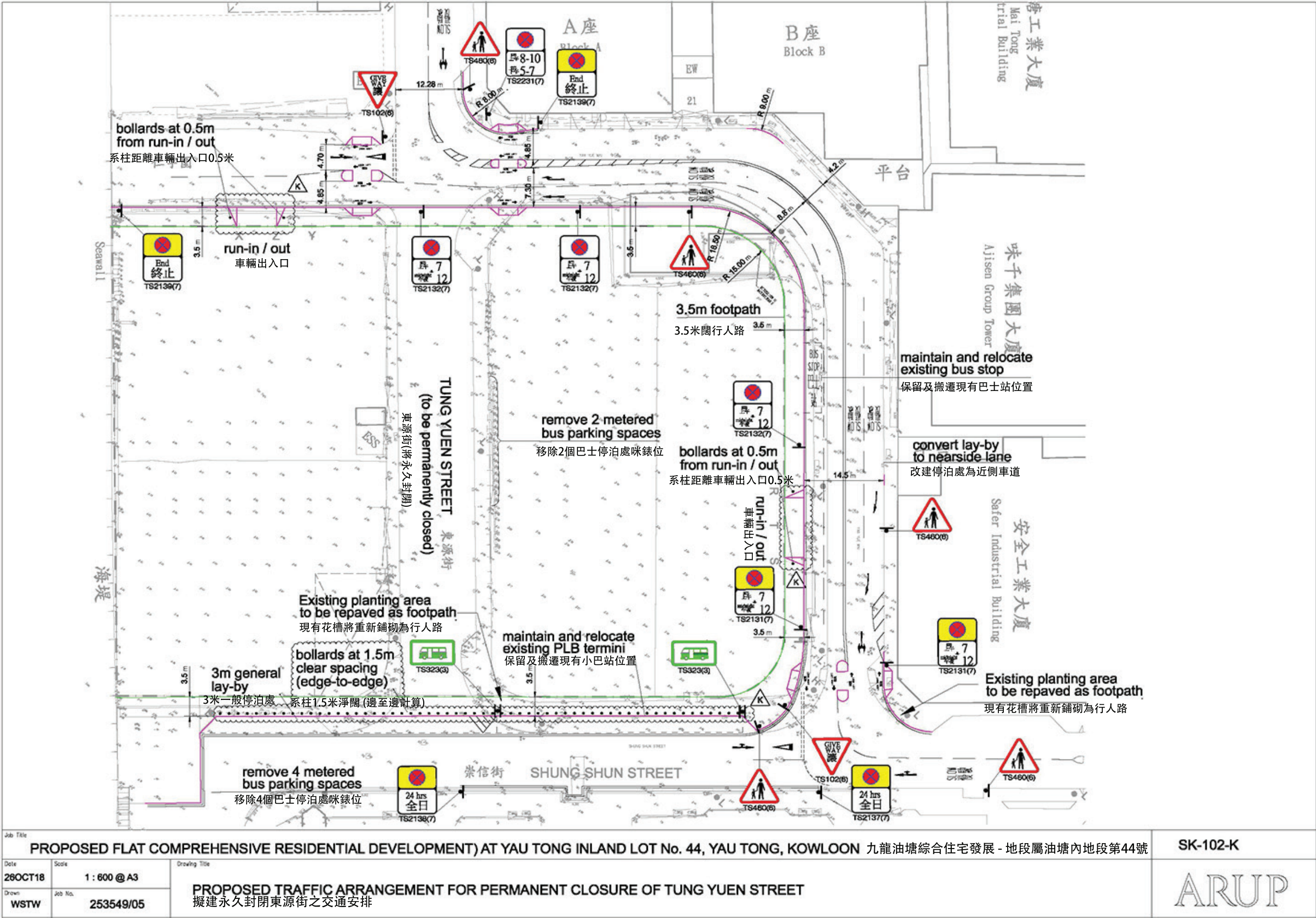
LEGEND 圖例:

- BOUNDARY OF THE DEVELOPMENT
發展項目的邊界
- Public Vehicle Park
公眾停車場

SCALE 比例
0 5 10 15 20 30M

註：本圖僅顯示「公眾停車場」的位置。圖中所示的其他事項未必能反映其最新狀況。

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



註：本圖僅顯示「交通安排」的位置。圖中所示的其他事項未必能反映其最新狀況。

WARNING TO PURCHASERS

對買方的警告

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser-
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
 - (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。
 - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
 - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突－
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 - (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

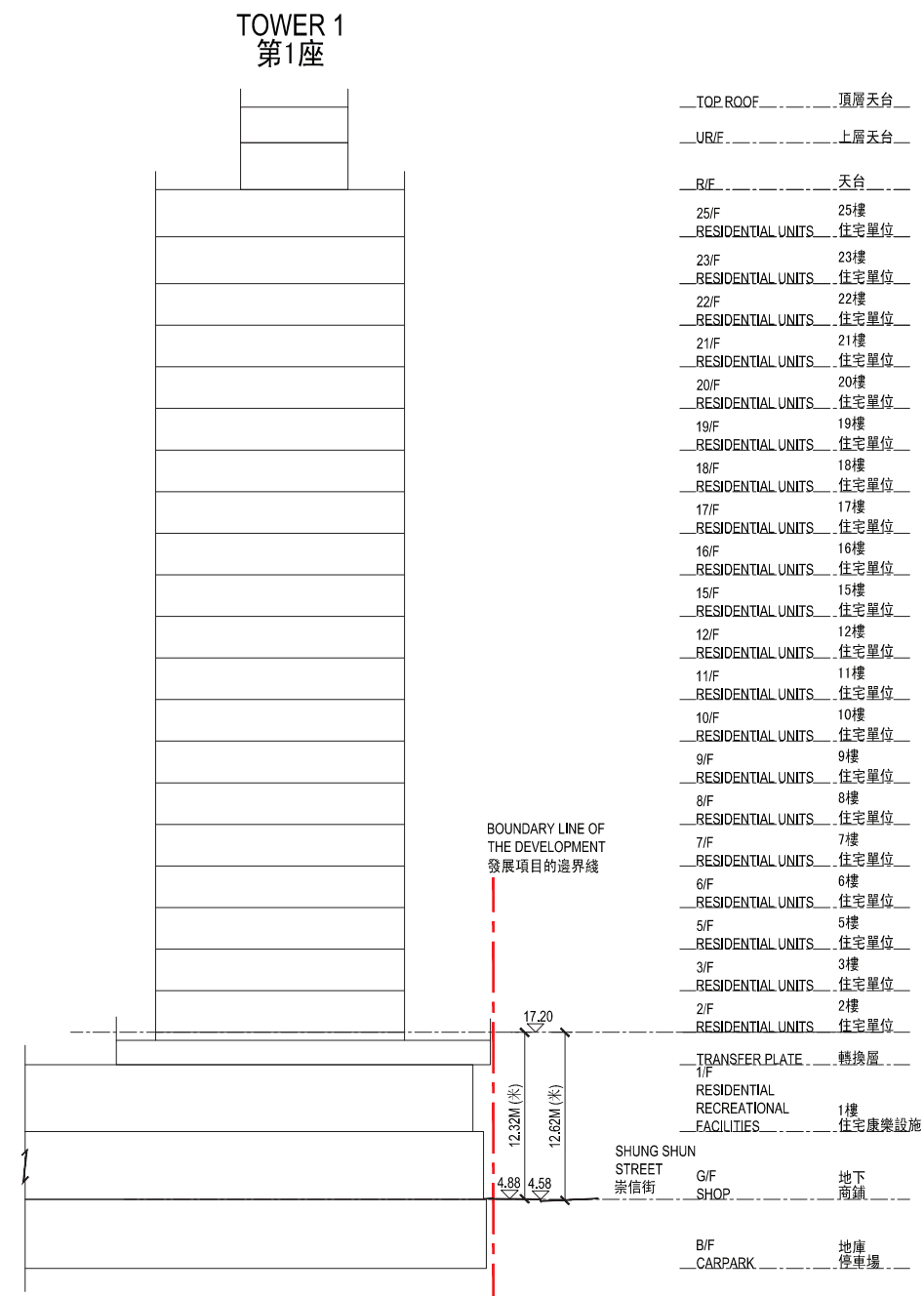
發展項目的建築物的橫截面圖

Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界綫

- Remarks:
1. The part of Shung Shun Street adjacent to Tower 1 is 4.58 to 4.88 metres above the Hong Kong Principal Datum.
 2. (---) Dotted line denotes the lowest residential floor.
 3. (▽) denotes height (in meters) above Hong Kong Principal Datum.
 4. 4/F, 13/F, 14/F and 24/F are omitted.

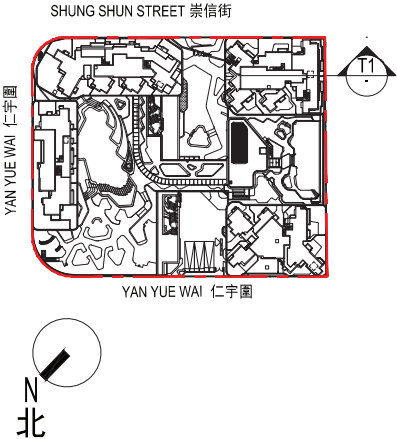
- 備註:
1. 毗連第1座的一段崇信街為香港主水平基準以上4.58至4.88米。
 2. (---) 虛線為最低住宅樓層水平。
 3. (▽) 指香港主水平基準以上高度（米）。
 4. 不設4樓、13樓、14樓及24樓。



CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目的建築物的橫截面圖

Key Plan
索引圖

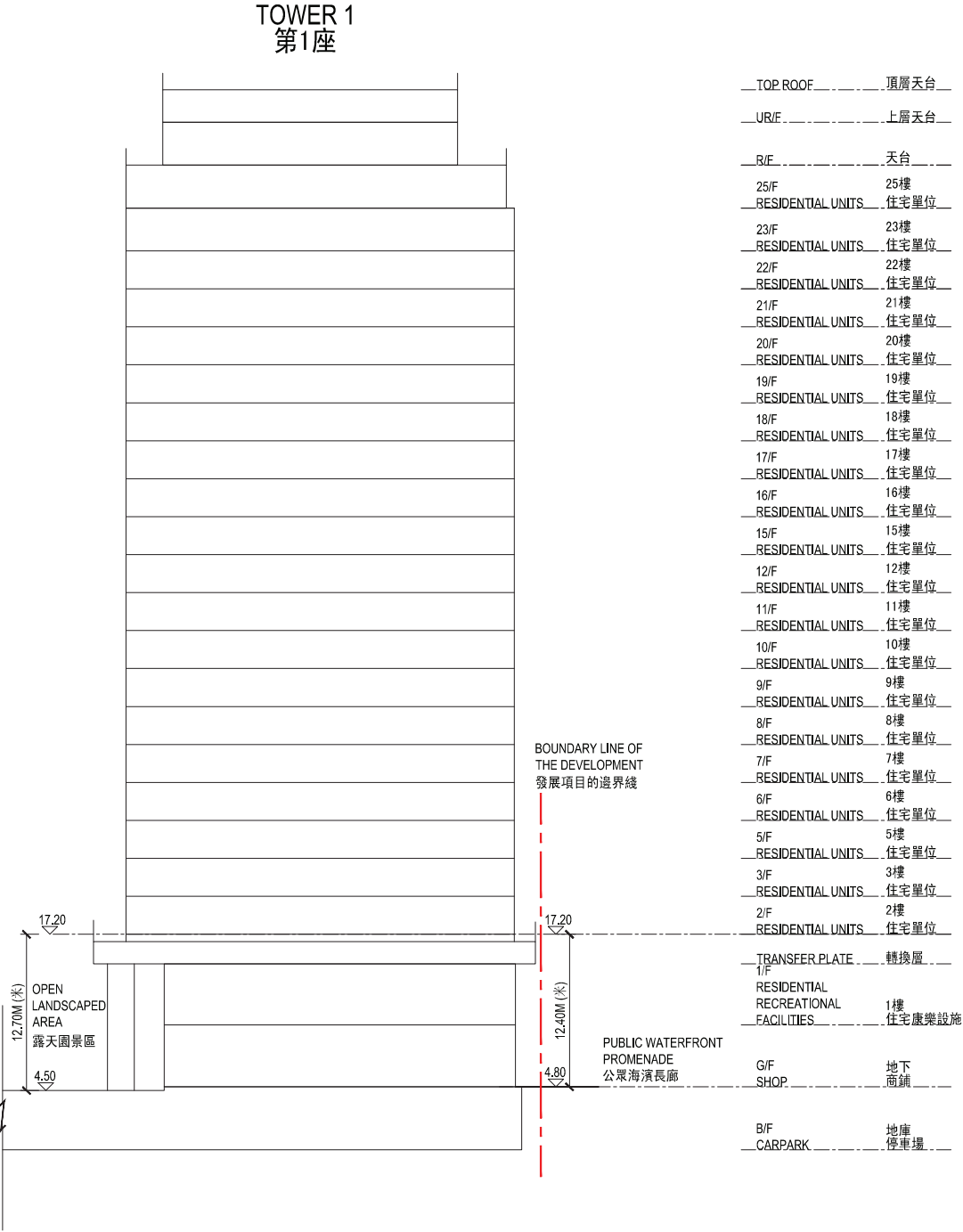


Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界綫

- Remarks:
- 1. (---) Dotted line denotes the lowest residential floor.
 - 2. (▽) denotes height (in meters) above Hong Kong Principal Datum.
 - 3. 4/F, 13/F, 14/F and 24/F are omitted.

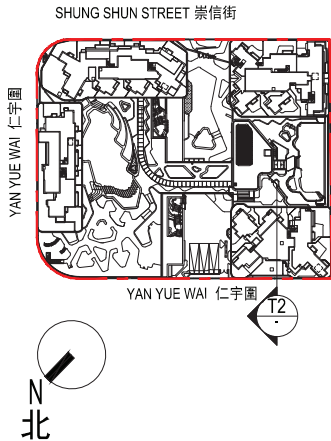
- 備註:
- 1. (---) 虛綫為最低住宅樓層水平。
 - 2. (▽) 指香港主水平基準以上高度（米）。
 - 3. 不設4樓、13樓、14樓及24樓。



CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目的建築物的橫截面圖

Key Plan
索引圖

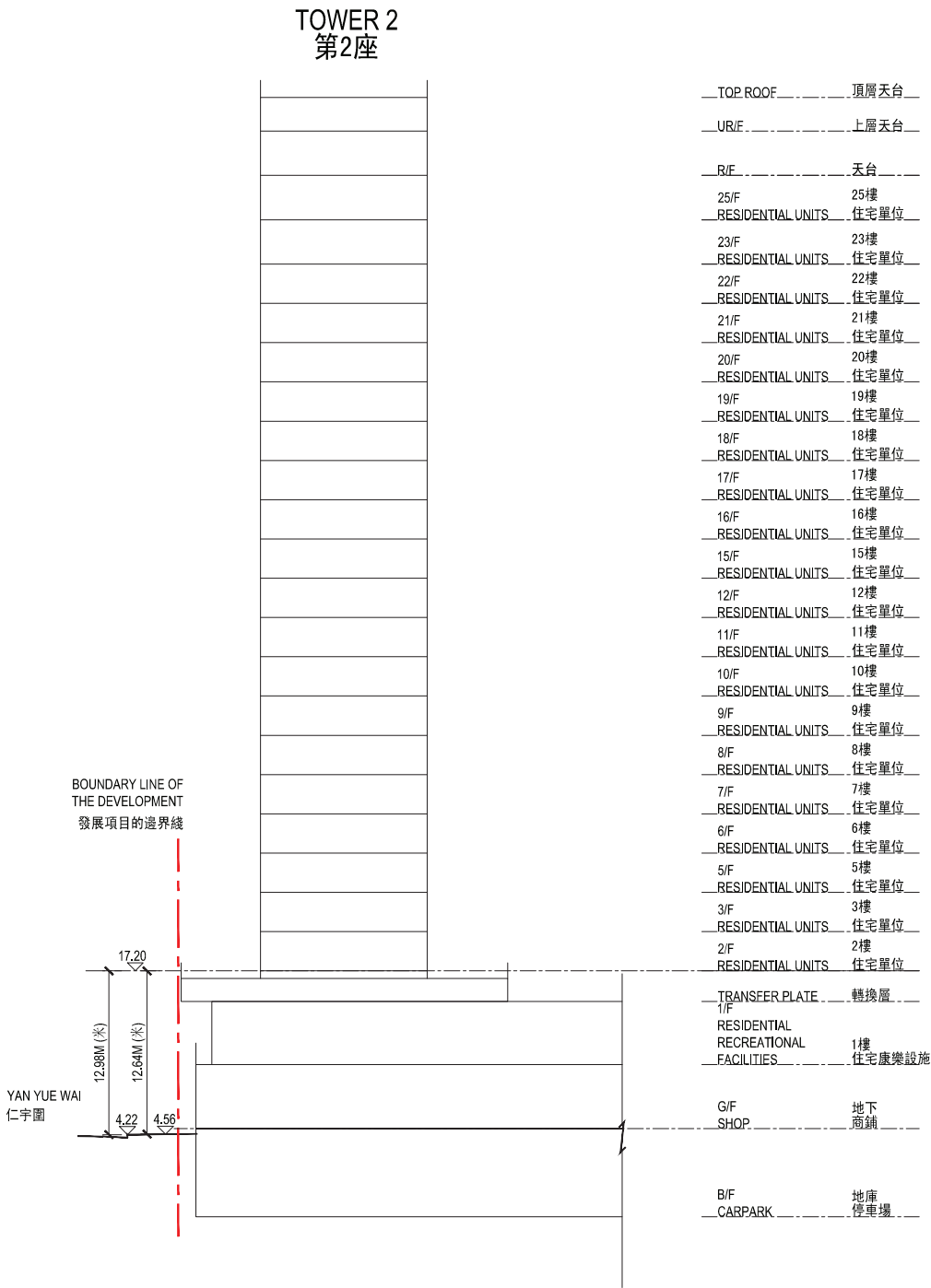


Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界綫

- Remarks:
1. The part of Yan Yue Wai adjacent to Tower 2 is 4.22 to 4.56 metres above the Hong Kong Principal Datum.
 2. (---) Dotted line denotes the lowest residential floor.
 3. (▽) denotes height (in meters) above Hong Kong Principal Datum.
 4. 4/F, 13/F, 14/F and 24/F are omitted.

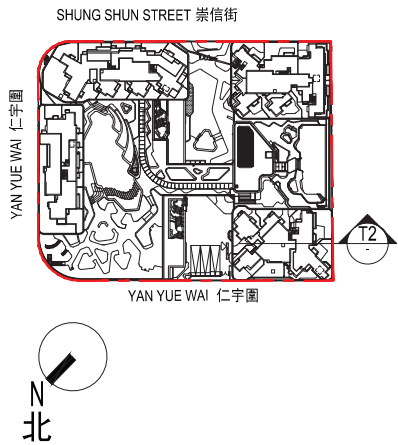
- 備註:
1. 毗連第2座的一段仁宇圍為香港主水平基準以上4. 22至4. 56米。
 2. (---) 虛線為最低住宅樓層水平。
 3. (▽) 指香港主水平基準以上高度（米）。
 4. 不設4樓、13樓、14樓及24樓。



CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目的建築物的橫截面圖

Key Plan
索引圖

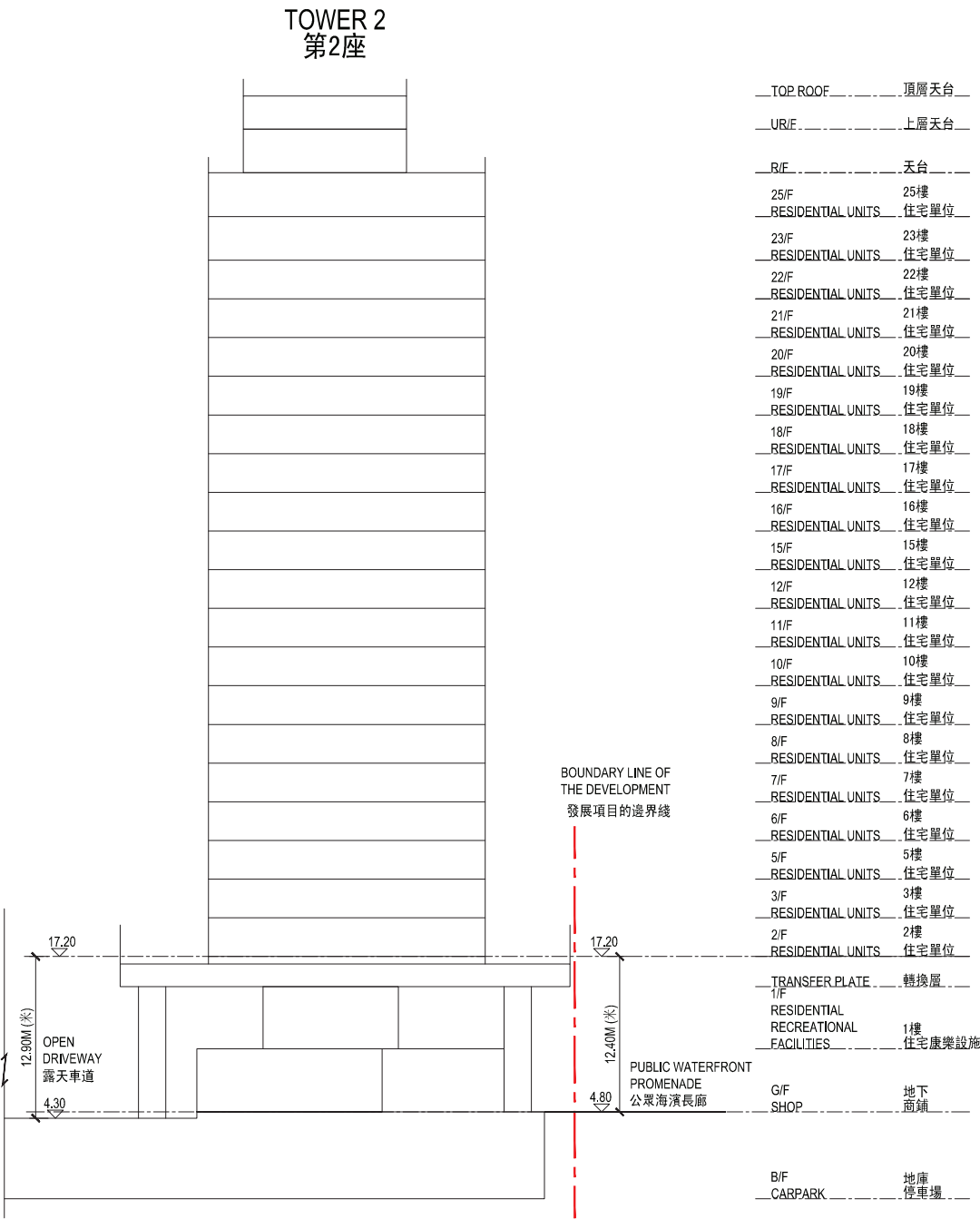


Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界綫

- Remarks:
1. (---) Dotted line denotes the lowest residential floor.
 2. (▽) denotes height (in meters) above Hong Kong Principal Datum.
 3. 4/F, 13/F, 14/F and 24/F are omitted.

- 備註:
1. (---) 虛綫為最低住宅樓層水平。
 2. (▽) 指香港主水平基準以上高度（米）。
 3. 不設4樓、13樓、14樓及24樓。



CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

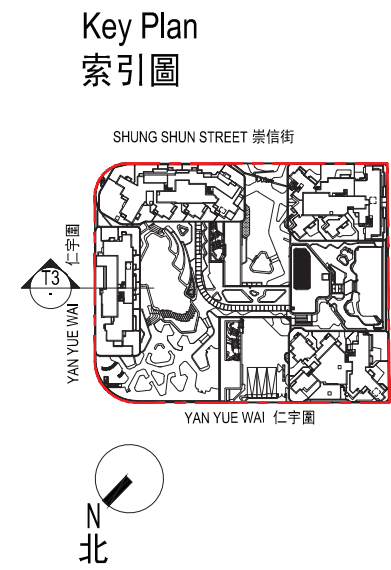
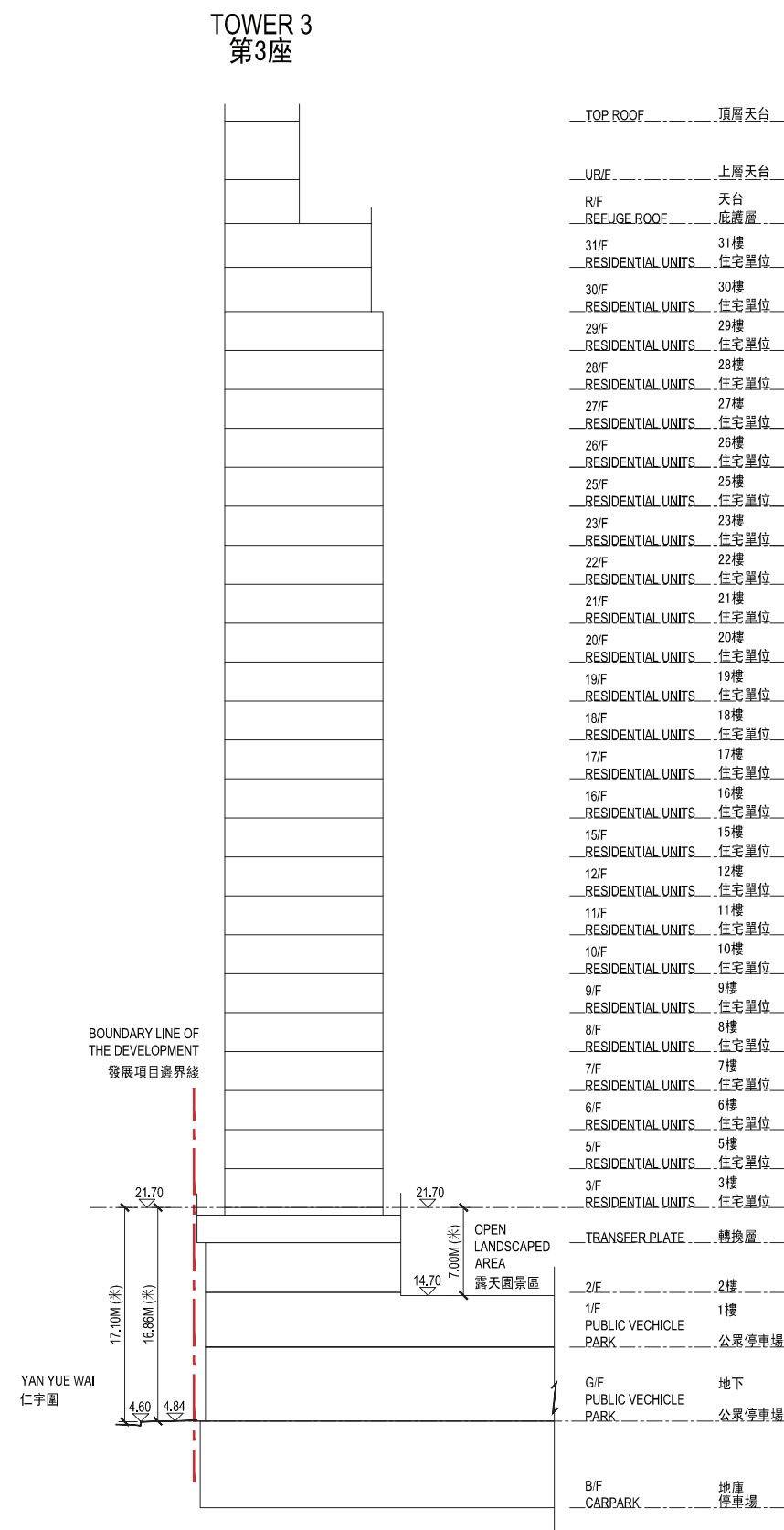
發展項目的建築物的橫截面圖

Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目邊界綫

- Remarks:
1. The part of Yan Yue Wai adjacent to Tower 3 is 4.60 to 4.84 metres above the Hong Kong Principal Datum.
 2. (---) Dotted line denotes the lowest residential floor.
 3. (▽) denotes height (in meters) above Hong Kong Principal Datum.
 4. 4/F, 13/F, 14/F and 24/F are omitted.

- 備註:
1. 毗連第3座的一段仁宇圍為香港主水平基準以上4. 60至4. 84米。
 2. (---) 虛線為最低住宅樓層水平。
 3. (▽) 指香港主水平基準以上高度（米）。
 4. 不設4樓、13樓、14樓及24樓。



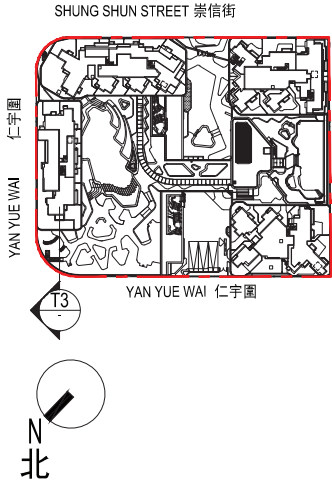
CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

發展項目的建築物的橫截面圖

TOWER 3
第3座

TOP ROOF	頂層天台
UR/F	上層天台
R/F	天台
REFUGE ROOF	庇護層
31/F	31樓
RESIDENTIAL UNITS	住宅單位
30/F	30樓
RESIDENTIAL UNITS	住宅單位
29/F	29樓
RESIDENTIAL UNITS	住宅單位
28/F	28樓
RESIDENTIAL UNITS	住宅單位
27/F	27樓
RESIDENTIAL UNITS	住宅單位
26/F	26樓
RESIDENTIAL UNITS	住宅單位
25/F	25樓
RESIDENTIAL UNITS	住宅單位
23/F	23樓
RESIDENTIAL UNITS	住宅單位
22/F	22樓
RESIDENTIAL UNITS	住宅單位
21/F	21樓
RESIDENTIAL UNITS	住宅單位
20/F	20樓
RESIDENTIAL UNITS	住宅單位
19/F	19樓
RESIDENTIAL UNITS	住宅單位
18/F	18樓
RESIDENTIAL UNITS	住宅單位
17/F	17樓
RESIDENTIAL UNITS	住宅單位
16/F	16樓
RESIDENTIAL UNITS	住宅單位
15/F	15樓
RESIDENTIAL UNITS	住宅單位
12/F	12樓
RESIDENTIAL UNITS	住宅單位
11/F	11樓
RESIDENTIAL UNITS	住宅單位
10/F	10樓
RESIDENTIAL UNITS	住宅單位
9/F	9樓
RESIDENTIAL UNITS	住宅單位
8/F	8樓
RESIDENTIAL UNITS	住宅單位
7/F	7樓
RESIDENTIAL UNITS	住宅單位
6/F	6樓
RESIDENTIAL UNITS	住宅單位
5/F	5樓
RESIDENTIAL UNITS	住宅單位
3/F	3樓
RESIDENTIAL UNITS	住宅單位
TRANSFER PLATE	轉換層
2/F	2樓
1/F	1樓
PUBLIC VEHICLE PARK	公眾停車場
G/F	地下
PUBLIC VEHICLE PARK	公眾停車場
B/F	地庫
CARPARK	停車場

Key Plan
索引圖

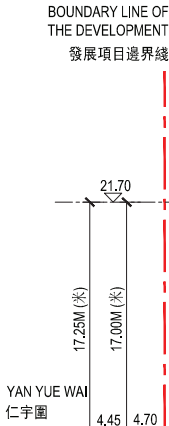


Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目邊界綫

- Remarks:
- The part of Yan Yue Wai adjacent to Tower 3 is 4.45 to 4.70 metres above the Hong Kong Principal Datum.
 - (---) Dotted line denotes the lowest residential floor.
 - (▽) denotes height (in meters) above Hong Kong Principal Datum.
 - 4/F, 13/F, 14/F and 24/F are omitted.

- 備註:
- 毗連第3座的一段仁宇圍為香港主水平基準以上4.45至4.70米。
 - (---) 虛線為最低住宅樓層水平。
 - (▽) 指香港主水平基準以上高度（米）。
 - 不設4樓、13樓、14樓及24樓。



CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

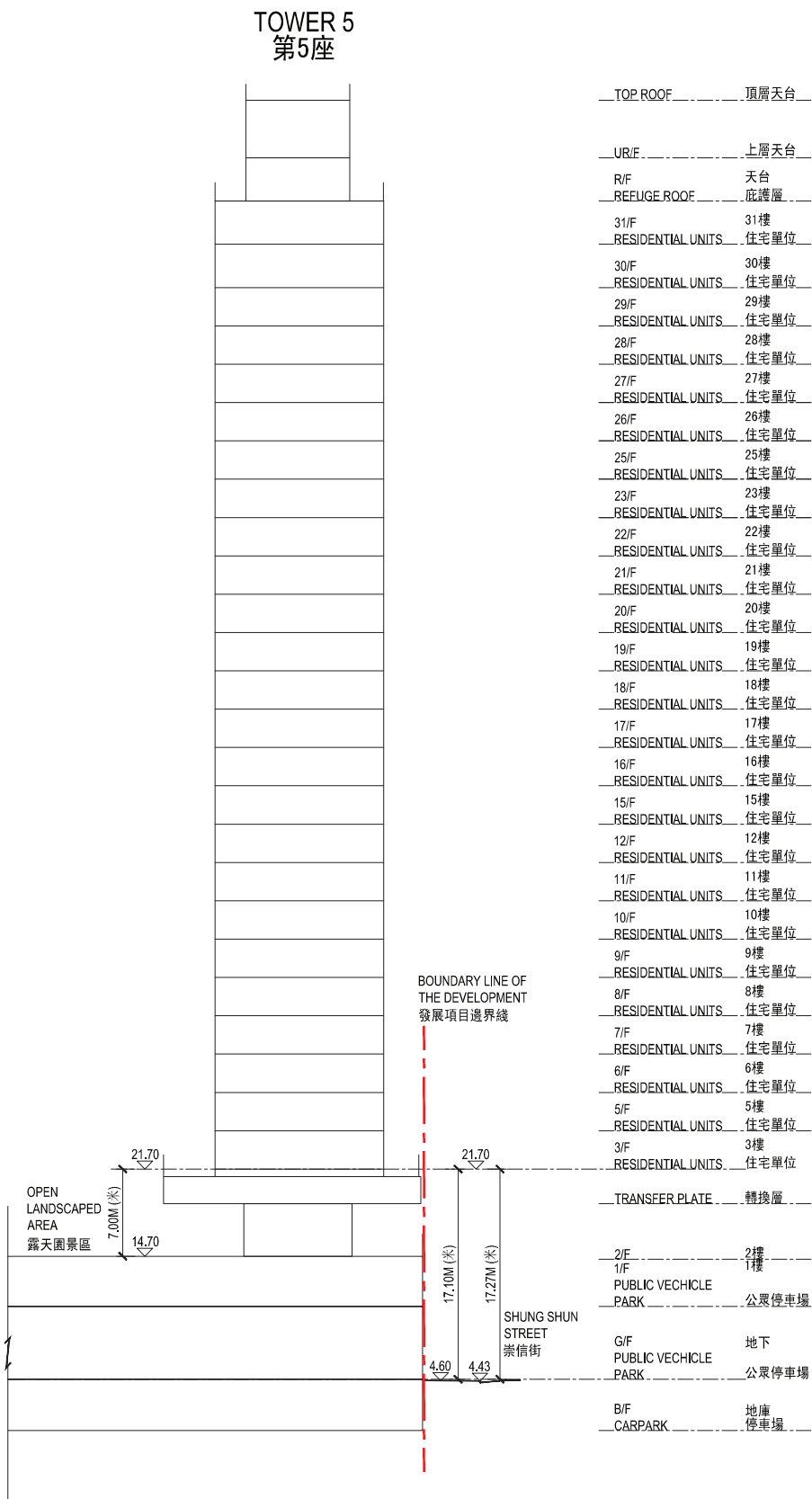
發展項目的建築物的橫截面圖

Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界綫

- Remarks:
1. The part of Shung Shun Street adjacent to Tower 5 is 4.43 to 4.60 metres above the Hong Kong Principal Datum.
 2. (---) Dotted line denotes the lowest residential floor.
 3. (▽) denotes height (in meters) above Hong Kong Principal Datum.
 4. 4/F, 13/F, 14/F and 24/F are omitted.

- 備註:
1. 毗連第5座的一段崇信街為香港主水平基準以上4.43至4.60米。
 2. (---) 虛線為最低住宅樓層水平。
 3. (▽) 指香港主水平基準以上高度（米）。
 4. 不設4樓、13樓、14樓及24樓。



CROSS-SECTION PLAN OF BUILDING IN THE DEVELOPMENT

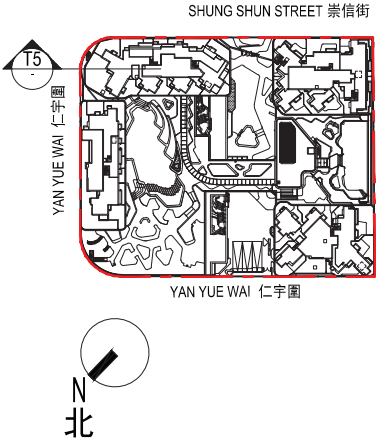
發展項目的建築物的橫截面圖

TOWER 5
第5座

TOP ROOF	頂層天台
UR/F	上層天台
R/F	天台
REFUGE ROOF	庇護層
31/F	31樓
RESIDENTIAL UNITS	住宅單位
30/F	30樓
RESIDENTIAL UNITS	住宅單位
29/F	29樓
RESIDENTIAL UNITS	住宅單位
28/F	28樓
RESIDENTIAL UNITS	住宅單位
27/F	27樓
RESIDENTIAL UNITS	住宅單位
26/F	26樓
RESIDENTIAL UNITS	住宅單位
25/F	25樓
RESIDENTIAL UNITS	住宅單位
23/F	23樓
RESIDENTIAL UNITS	住宅單位
22/F	22樓
RESIDENTIAL UNITS	住宅單位
21/F	21樓
RESIDENTIAL UNITS	住宅單位
20/F	20樓
RESIDENTIAL UNITS	住宅單位
19/F	19樓
RESIDENTIAL UNITS	住宅單位
18/F	18樓
RESIDENTIAL UNITS	住宅單位
17/F	17樓
RESIDENTIAL UNITS	住宅單位
16/F	16樓
RESIDENTIAL UNITS	住宅單位
15/F	15樓
RESIDENTIAL UNITS	住宅單位
12/F	12樓
RESIDENTIAL UNITS	住宅單位
11/F	11樓
RESIDENTIAL UNITS	住宅單位
10/F	10樓
RESIDENTIAL UNITS	住宅單位
9/F	9樓
RESIDENTIAL UNITS	住宅單位
8/F	8樓
RESIDENTIAL UNITS	住宅單位
7/F	7樓
RESIDENTIAL UNITS	住宅單位
6/F	6樓
RESIDENTIAL UNITS	住宅單位
5/F	5樓
RESIDENTIAL UNITS	住宅單位
3/F	3樓
RESIDENTIAL UNITS	住宅單位

TRANSFER PLATE	轉機層
2/F	2樓
1/F	1樓
PUBLIC VECHICLE PARK	公眾停車場
G/F	地下
PUBLIC VECHICLE PARK	公眾停車場
B/F	地庫
CARPARK	停車場

Key Plan
索引圖



Legend
圖例

--- BOUNDARY LINE OF THE DEVELOPMENT
發展項目的邊界綫

Remarks:

1. The part of Yan Yue Wai adjacent to Tower 5 is 4.68 to 4.83 metres above the Hong Kong Principal Datum.
2. (---) Dotted line denotes the lowest residential floor.
3. (▽) denotes height (in meters) above Hong Kong Principal Datum.
4. 4/F, 13/F, 14/F and 24/F are omitted.

備註:

1. 毗連第5座的一段仁宇圍為香港主水平基準以上4.68至4.83米。
2. (---) 虛線為最低住宅樓層水平。
3. (▽) 指香港主水平基準以上高度（米）。
4. 不設4樓、13樓、14樓及24樓。

