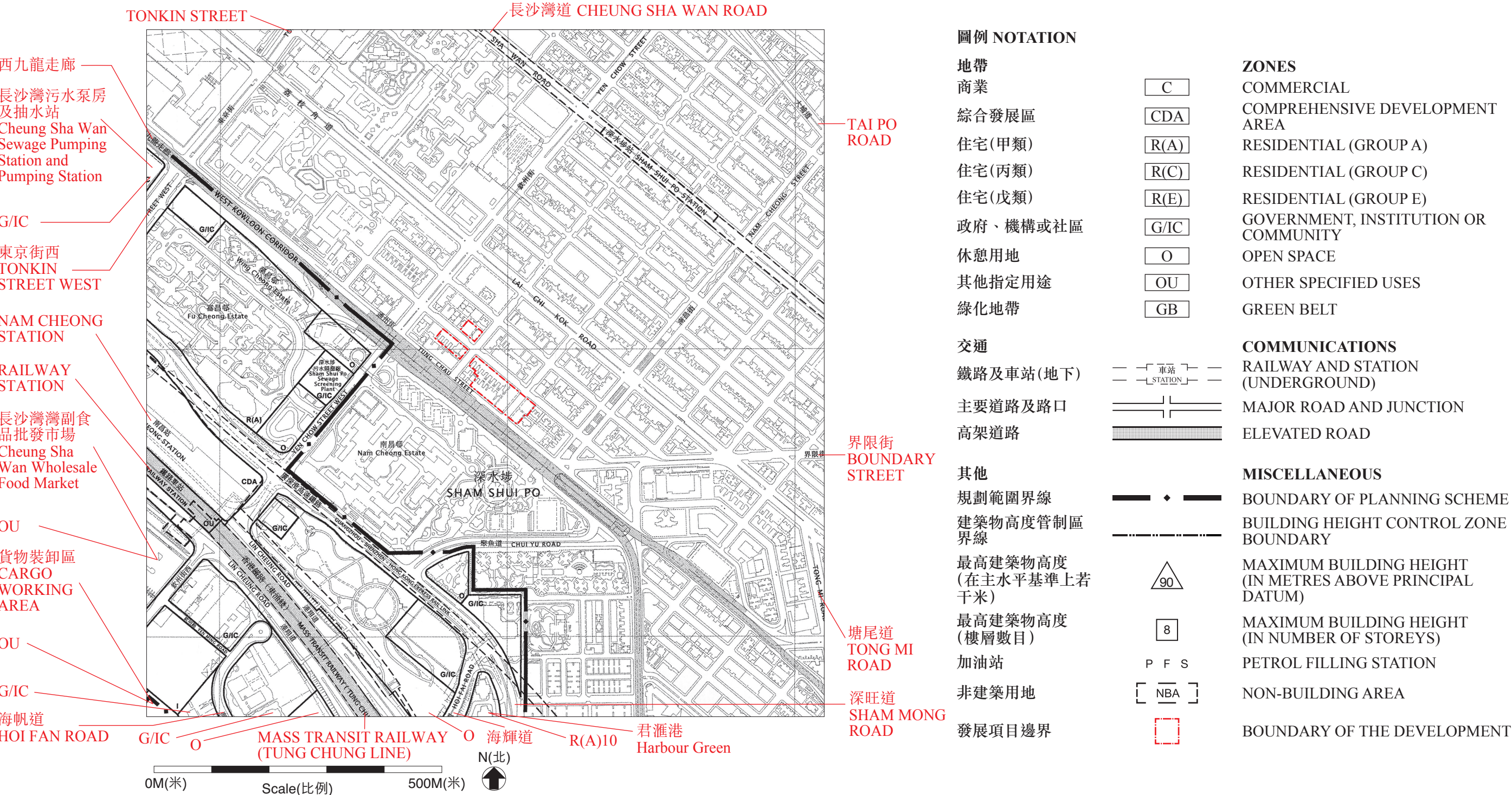


關於發展項目的分區計劃大綱圖等 Outline zoning plan etc. relating to the development



摘錄自憲報公佈日期為2014年10月3日之西南九龍(九龍規劃區第20區)分區計劃大綱核准圖編號S/K20/30。  
Extracted from approved Kowloon Planning Area No.20 - South West Kowloon Outline Zoning Plan No. S/K20/30 gazetted on 3rd October 2014.

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備註 Notes :  
因技術原因(例如發展項目之不規則形狀)，分區計劃大綱圖所顯示之範圍多於《一手住宅物業銷售條例》所要求。  
Due to technical reasons (such as the irregular shape of the Development), the outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.  
賣方亦建議買方到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。  
The Vendor also advises purchasers to conduct on-site visit for a better understanding of the development site, its surrounding environment and the public facilities nearby.





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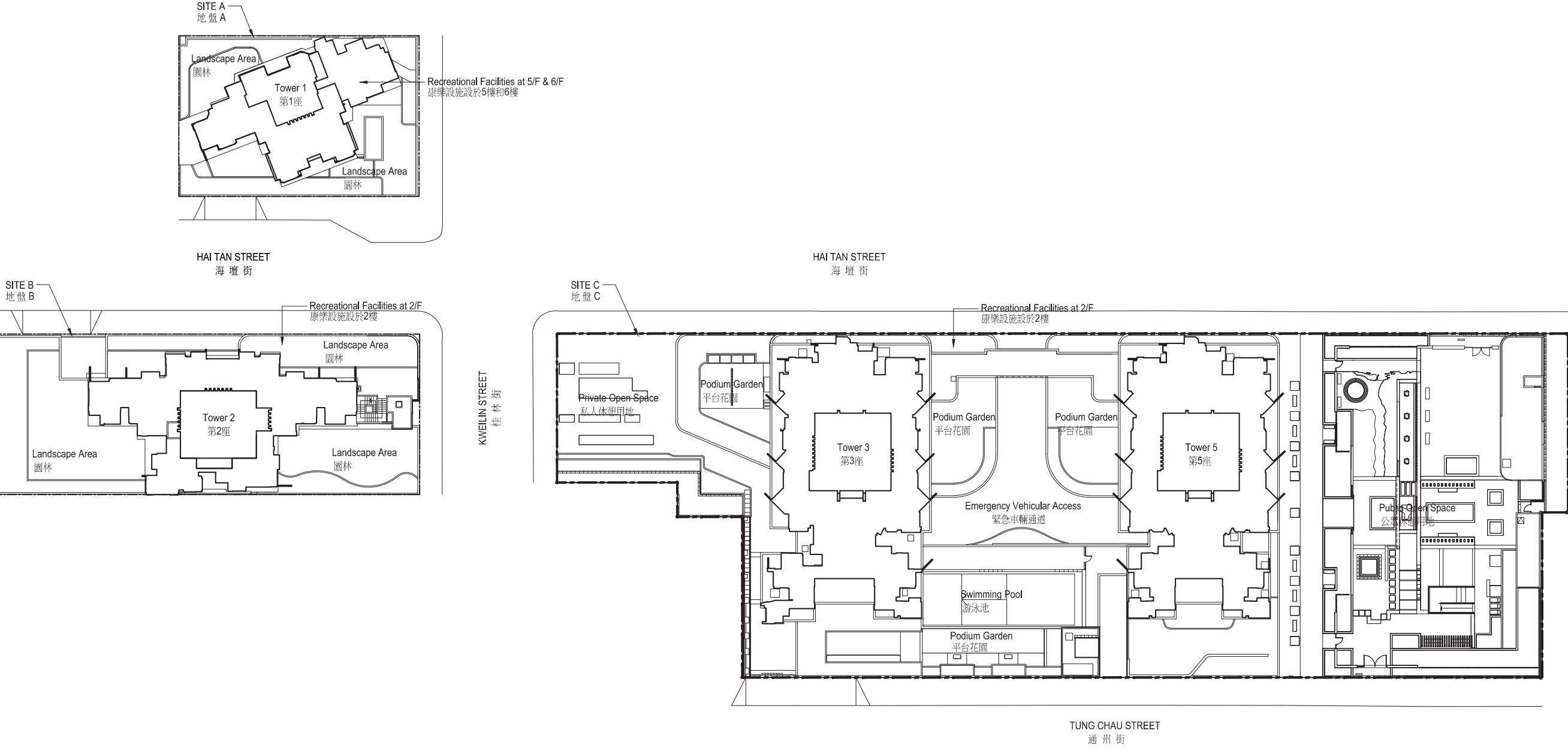
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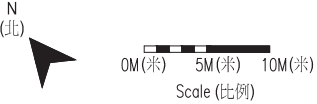
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發展項目的布局圖 Layout plan of the development



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發展項目的邊界  
Boundary of the Development



發展項目的住宅物業的樓面平面圖 Floor plans of residential properties in the development

GLOSSARY 詞彙表

ACP = Air-conditioning Platform = 冷氣機平台  
ACOUSTIC BAL = Acoustic Balcony = 隔聲露台  
ACOUSTIC FIN = 隔聲鰭  
AD = Air Duct 氣槽  
AF = Architectural Feature = 建築裝飾  
ALUM. ARCH FEATURE AT H/L = Aluminium Architectural Feature at High Level = 鋁質建築裝飾於高位  
ALUM. ARCH. FEATURE ABOVE = Aluminium Architectural Feature Above = 上方鋁質建築裝飾  
ALUM. ARCH. FEATURE = Aluminium Architectural Feature = 鋁質建築裝飾  
ALUM. ARCH. FEATURE AT H/L OF 5/F TO 12/F, 17F, 20/F, 23/F, 27/F, 30/F, 33/F & 37/F = Aluminium Architectural Feature at High Level of 5/F to 12/F, 17/F, 20/F, 23/F, 27/F, 30/F, 33/F & 37/F = 設於5樓至12樓、17樓、20樓、23樓、27樓、30樓、33樓及37樓高位之鋁質建築裝飾  
ALUM. ARCH. FEATURE AT H/L OF 6/F, 9/F, 12/F, 17/F, 20/F & 23/F = Aluminium Architectural Feature at High Level of 6/F, 9/F, 12/F, 17/F, 20/F & 23/F = 設於6樓、9樓、12樓、17樓、20樓及23樓高位之鋁質建築裝飾  
ALUM. ARCH. FEATURE AT H/L OF 8/F TO 11/F, 16/F, 19/F, 22/F, 26/F & 29/F = Aluminium Architectural Feature at High Level of 8/F to 11/F, 16/F, 19/F, 22/F, 26/F & 29/F = 設於8樓至11樓、16樓、19樓、22樓、26樓及29樓高位之鋁質建築裝飾  
ALUM. ARCH. FEATURE AT H/L OF 17/F, 20/F, 23/F, 27/F, 30/F, 33/F & 37/F = Aluminium Architectural Feature at High Level of 17/F, 20/F, 23/F, 27/F, 30/F, 33/F & 37/F = 設於17樓、20樓、23樓、27樓、30樓、33樓及37樓高位之鋁質建築裝飾  
ALUM. ARCH. FEATURE AT H/L OF 27/F, 30/F, 33/F TO 40/F = Aluminium Architectural Feature at High Level of 27/F, 30/F, 33/F to 40/F = 設於27樓、30樓、33樓至40樓高位之鋁質建築裝飾  
ALUM. CLADDING = Aluminium Cladding = 鋁金屬蓋板飾面

ALUM. CLADDING WITH SOUND ABSORPTION MATERIAL = Aluminium Cladding with Sound Absorption Material = 鋁金屬蓋板飾面配吸音物料  
ALUM. GRILLE = Aluminium Grille = 鋁質格柵  
ALUM. HORIZONTAL FIN = Aluminium Horizontal Fin = 鋁質橫向裝飾鰭  
ARD = Air Release Duct = 放氣道槽  
B = Bathroom = 浴室  
BAL = Balcony = 露台  
BR1 = Bedroom 1 = 睡房1  
BR2 = Bedroom 2 = 睡房2  
DN = Down = 落  
EAD = Exhaust Air Duct = 排氣道槽  
ED = Electrical Duct = 電線槽  
ED FOR GENSET = Exhaust Air Duct for Genset = 發電機組排氣道槽  
ELVD = Extra-low Voltage Cable Duct = 特低壓電線槽  
ELECT ROOM = Electrical Room = 電掣房  
EMC = Electrical Meter Cabinet = 電錶櫃  
EMERGENCY DOOR (AT FLOOR 5, 8, 11, 16, 19, 22, 25) = 緊急通道門 (於5、8、11、16、19、22、25樓)  
EXISTING PARTY WALL WITH METAL CLADDING = 現存共用牆配金屬蓋板飾面  
FAD = Fresh Air Duct = 新鮮空氣道槽  
FAN ROOM = 風機房  
FH = Fire Hydrant = 消防栓  
FLAT ROOF = 平台  
FLUSHING WATER PUMP ROOM = 沖廁水泵房  
HR = Hose Reel = 消防喉轆  
HR AT HL = Hose Reel at High Level = 設於高位的消防喉轆  
KIT = Kitchen = 廚房

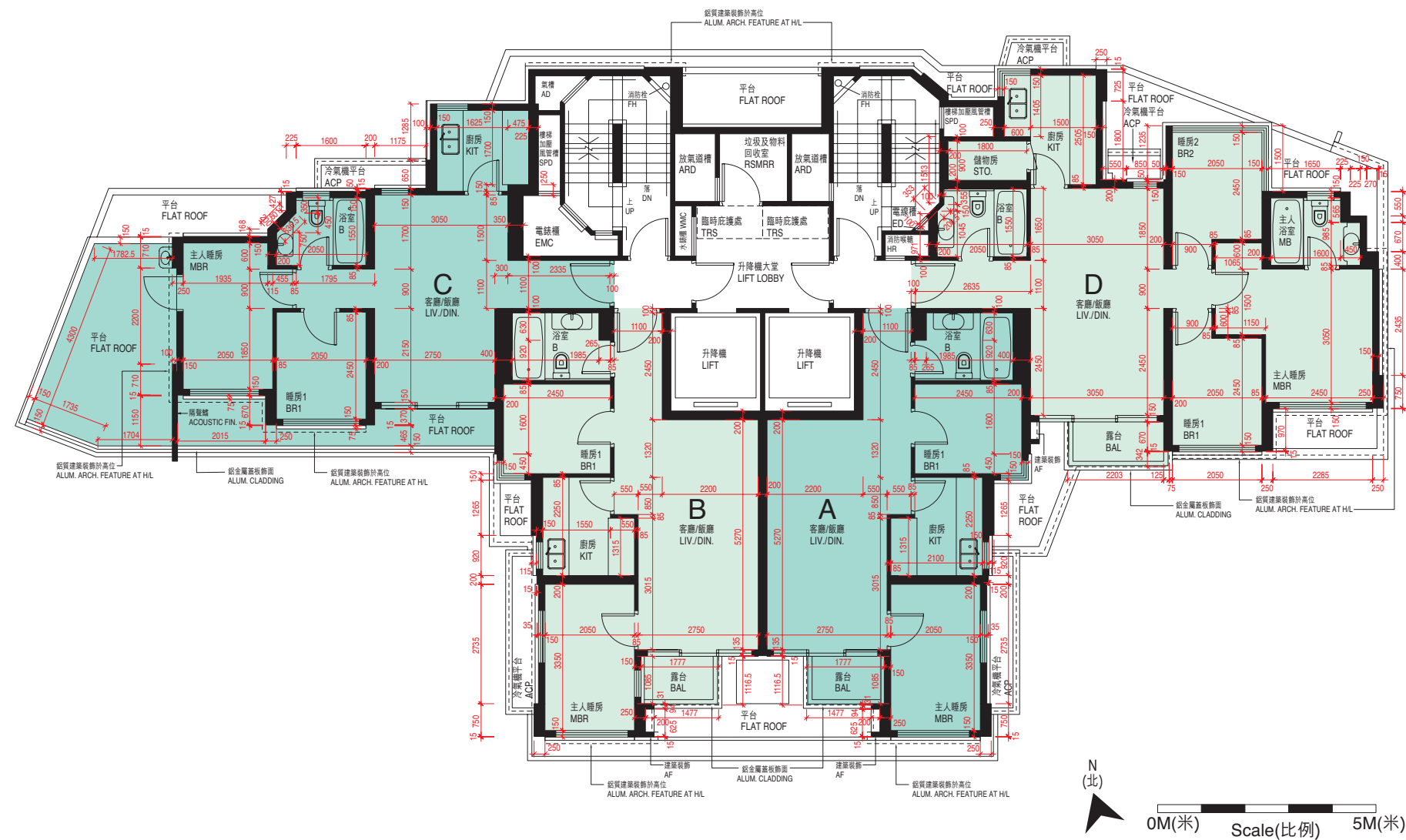
LIFT = 升降機  
LIFT LOBBY = 升降機大堂  
LIFT SHAFT = 升降機槽  
LIV./DIN. = Living Room/Dining Room = 客廳/飯廳  
MB = Master Bathroom = 主人浴室  
MBR = Master Bedroom = 主人睡房  
O. KIT = Open Kitchen = 開放式廚房  
PD = Pipe Duct 管道槽  
PIPE ROOM = 管道房  
PIPE SHED = 喉管罩室  
PIPE TRENCH = 喉管坑道  
PLANTER = 花槽  
PODIUM GARDEN = 平台花園  
POTABLE WATER PUMP ROOM = 食水泵房  
ROOF = 天台  
RSMRR = Refuse Storage and Material Recovery Room = 垃圾及物料回收室  
SPD = Staircase Pressurization Duct = 樓梯加壓風管槽  
SPS DUCT ROOM = Staircase Pressurization System Duct Room = 樓梯加壓系統風管房  
SP FAN ROOM = Staircase Pressurization Fan Room = 樓梯加壓風機房  
STO. = Store = 儲物房  
TOP OF ACOUSTIC FIN = 隔聲鰭頂部  
TOP OF BALCONY = Top of balcony = 露台頂部  
TRS = Temporary Refuge Space = 臨時庇護處  
UP = 上  
VENT SHAFT = 通風槽  
WMC = Water Meter Cabinet = 水錶櫃

適用於本節各樓面平面圖之備註

Remarks applicable to the floor plans of this section:

- 1) 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。 The dimensions of the floor plans are all structural dimensions in millimeters.
- 2) 露台為不可封閉之地方。 Balconies are non-enclosed areas.
- 3) 部分樓層外牆範圍設有建築裝飾及/或外露喉管，詳情請參閱發展項目最新經批准之一般建築圖則及其他相關圖則。 There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans of the Development.
- 4) 部分住宅物業的露台側外牆有公用去水渠。 Common drain pipes are located adjacent to balconies of some residential properties.
- 5) 部分住宅物業客廳/飯廳、睡房、走廊、浴室、儲物房、開放式廚房及/或廚房之裝飾橫樑或假天花內裝置冷氣系統及/或喉管及/或其他機電設備。 There are ceiling bulkheads or false ceiling in living rooms/dining rooms, bedrooms, corridors, bathrooms, store rooms, open kitchens and/or kitchens of some residential properties for the air-conditioning system and/or conduit and/or Mechanical and Electrical services.
- 6) 樓面平面圖所示之裝置如洗滌盤、煮食爐、浴缸、坐廁、面盆等只供展示其大約位置而非其展示實際大小、設計及形狀。 The indications of fittings such as sinks, cooker hobs, bathtubs, toilet bowls, wash basins etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.





每個住宅物業的樓板（不包括灰泥）的厚度：150毫米  
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3.15米及3.7米  
The floor-to-floor height of each residential property: 3.15m and 3.7m

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。）

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

備註：

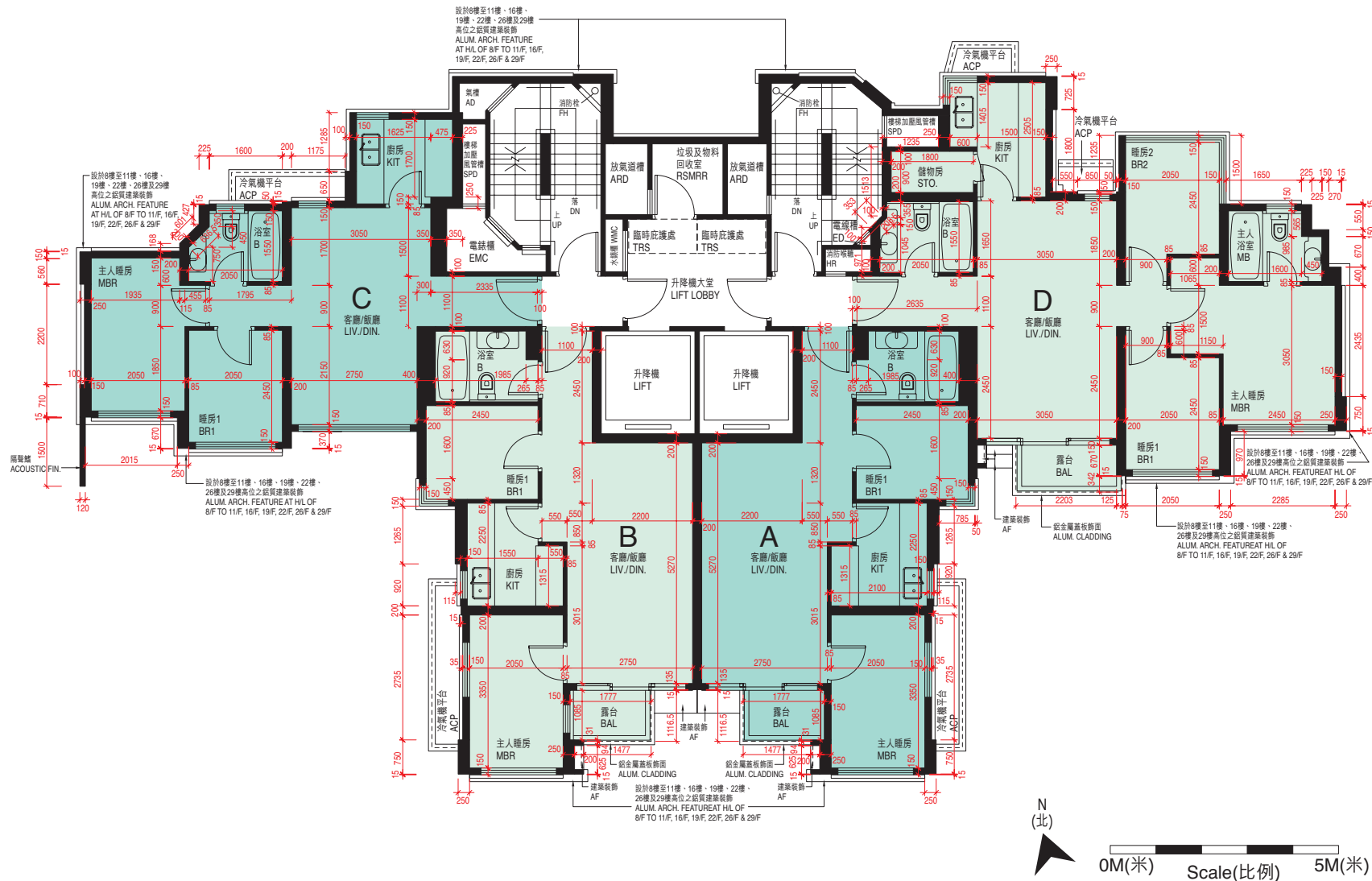
1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。

2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。

Remarks:

1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



每個住宅物業的樓板（不包括灰泥）的厚度：150毫米

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

每個住宅物業的層與層之間的高度：8樓至30樓所有單位：3.15米；31樓A及B單位：3.15米；31樓C單位：3.15米、3.425米及3.5米；31樓D單位：3.15米、3.425米、3.5米及3.55米

The floor-to-floor height of each residential property: All flats from 8/F to 30/F: 3.15m;

Flats A and B on 31/F: 3.15m; Flat C on 31/F: 3.15m, 3.425m and 3.5m; Flat D on 31/F: 3.15m, 3.425m, 3.5m and 3.55m

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。）

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備註：

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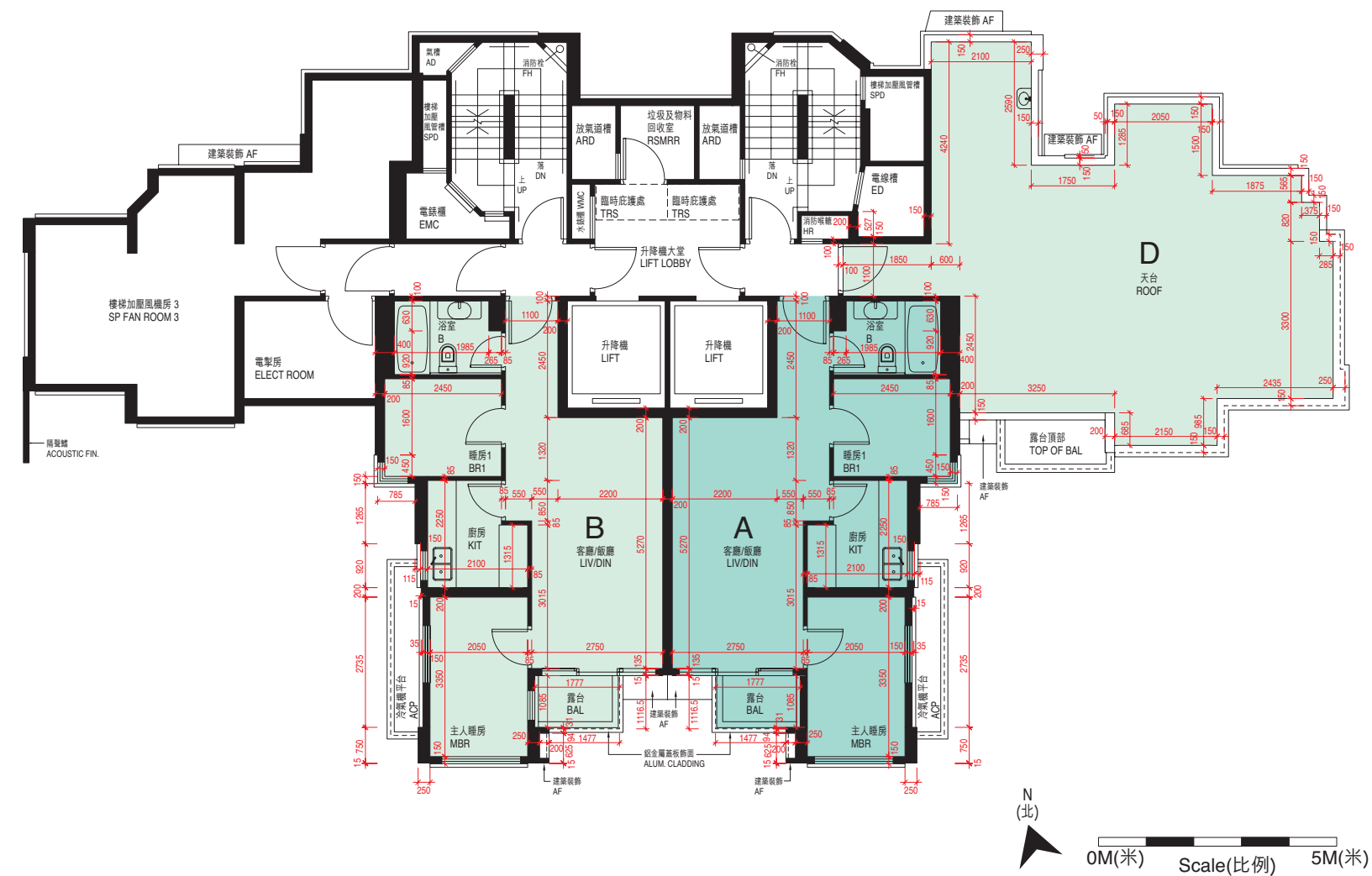
2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。

Remarks:

1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.





每個住宅物業的樓板（不包括灰泥）的厚度：150毫米  
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3.15米及3.5米  
The floor-to-floor height of each residential property: 3.15m and 3.5m

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。）

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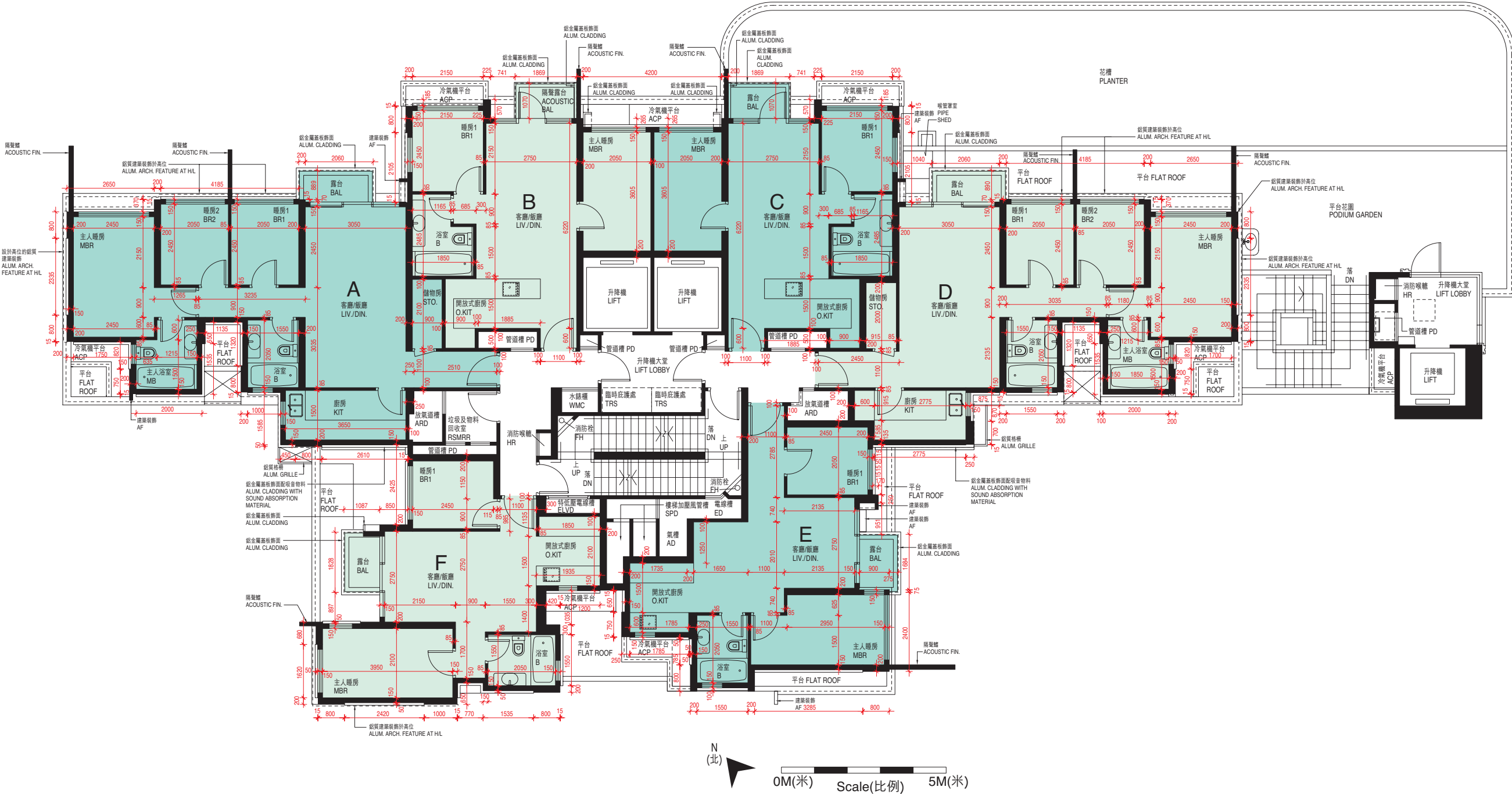
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Remarks:

1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



每個住宅物業的樓板（不包括灰泥）的厚度：150毫米  
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3米及3.55米  
The floor-to-floor height of each residential property: 3m and 3.55m

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。）

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備註：

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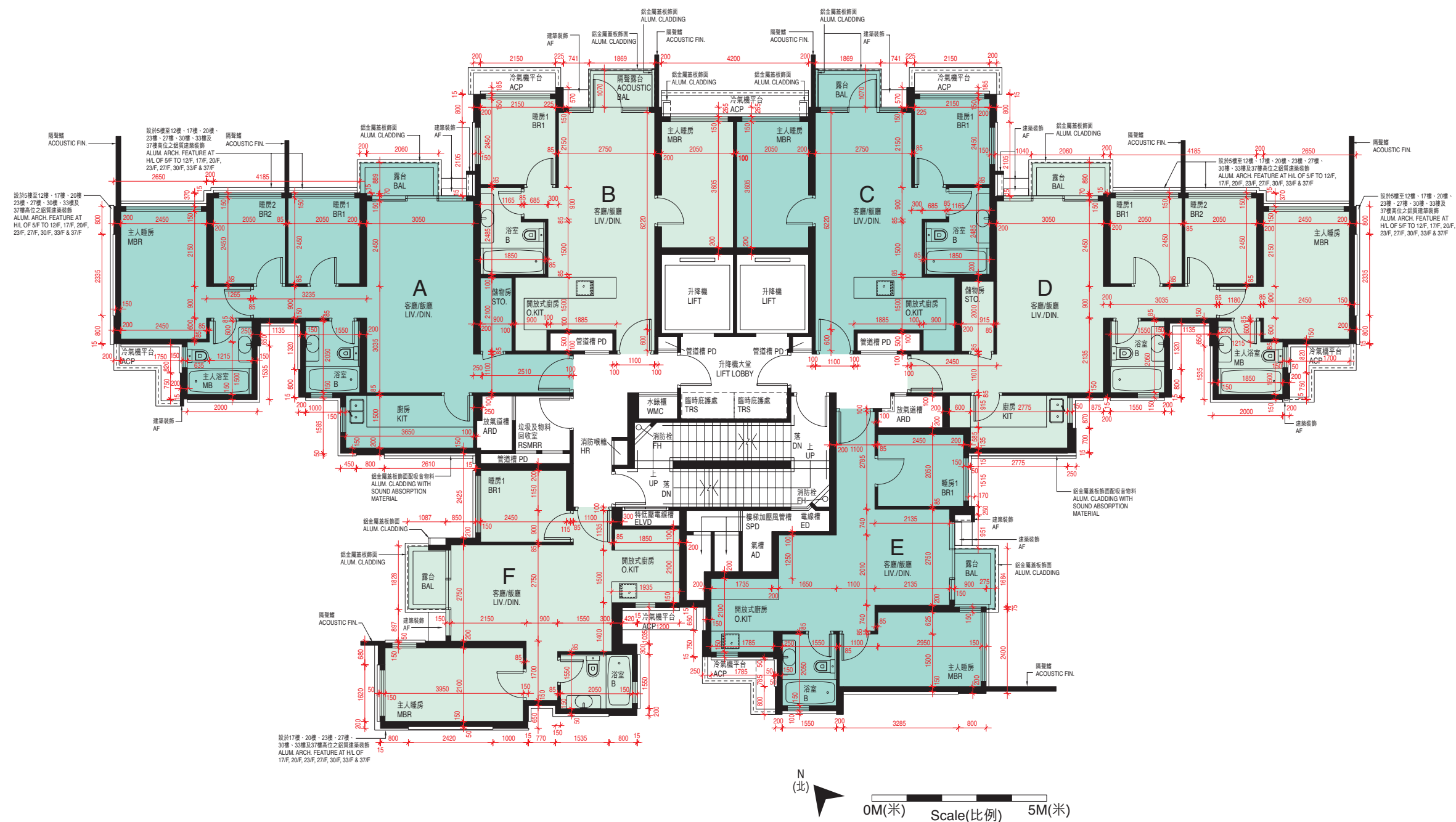
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Remarks:

1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.

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每個住宅物業的樓板 (不包括灰泥) 的厚度：150毫米

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

每個住宅物業的層與層之間的高度：5樓至38樓所有單位：3米；39樓B及C單位：3米及3.35米；39樓A、D、E及F單位：3米、3.275米及3.35米

The floor-to-floor height of each residential property: All flats from 5/F to 38/F: 3m; Flats

B and C on 39/F: 3m and 3.35m; Flats A, D, E and F on 39/F: 3m, 3.275m and 3.35m

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。)

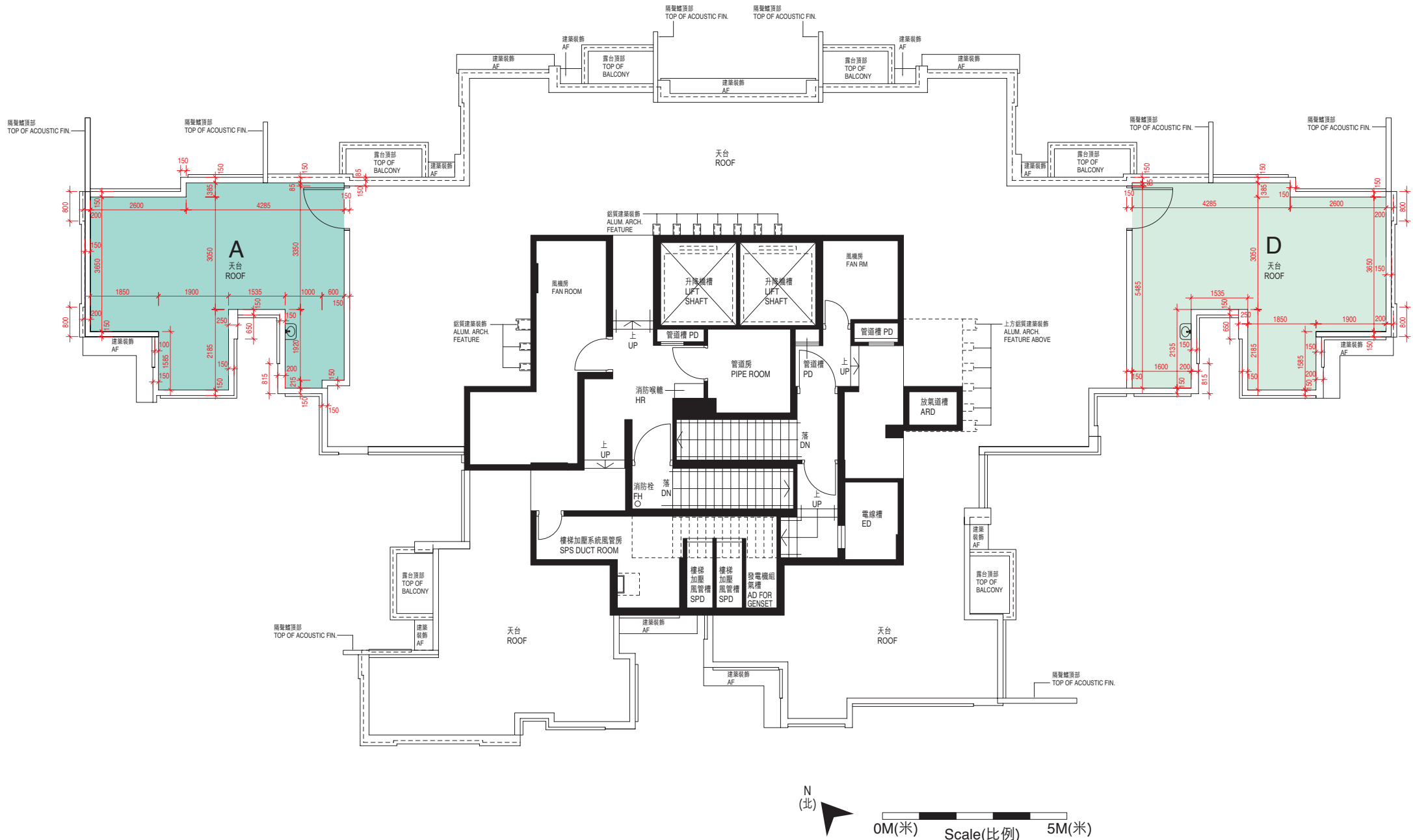
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Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
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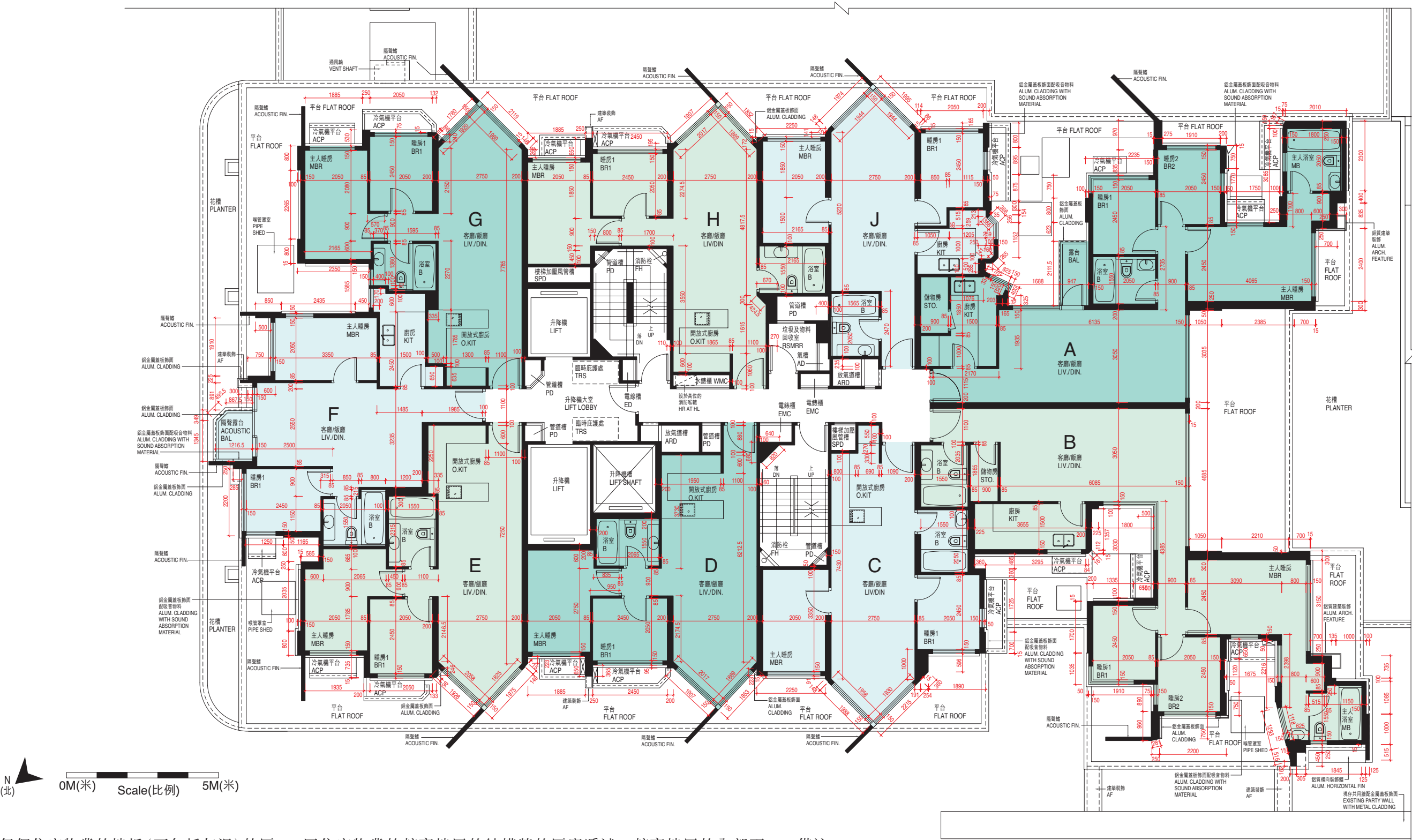
每個住宅物業的樓板（不包括灰泥）的厚度：不適用  
The thickness of the floor slabs (excluding plaster) of each residential property: Not applicable

每個住宅物業的層與層之間的高度：不適用  
The floor-to-floor height of each residential property: Not applicable

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）  
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備註：  
1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。  
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Remarks:  
1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.  
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每個住宅物業的樓板（不包括灰泥）的厚度：150毫米  
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3米及3.55米  
The floor-to-floor height of each residential property: 3m and 3.55m

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

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

備註：

1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。

2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。

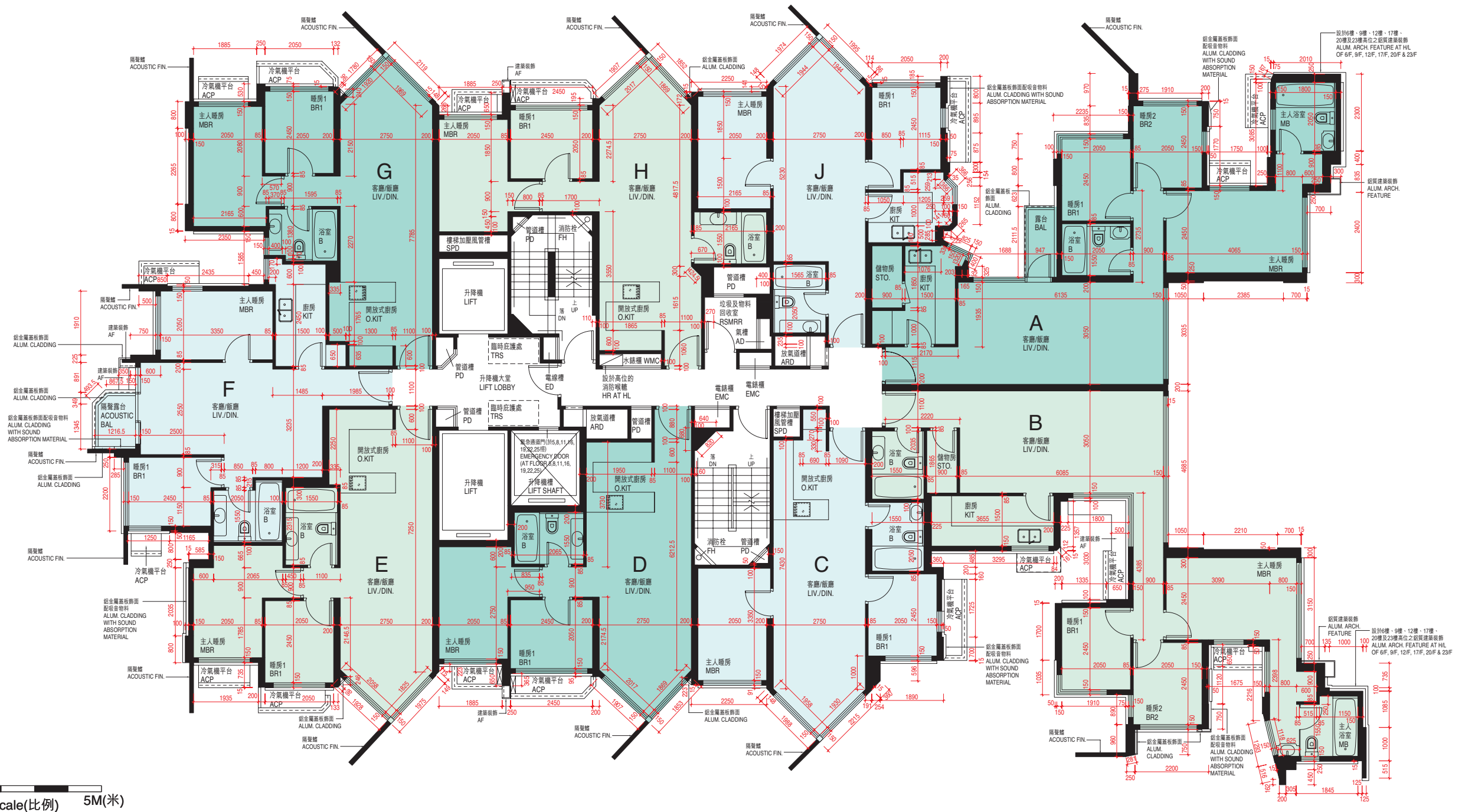
Remarks:

1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

5樓 - 26樓 5/F - 26/F

發展項目的住宅物業的樓面平面圖  
Floor plans of residential properties in the development



每個住宅物業的樓板(不包括灰泥)的厚度: 150毫米

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

每個住宅物業的層與層之間的高度：3米  
The floor-to-floor height of each residential property: 3m

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

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

備註：

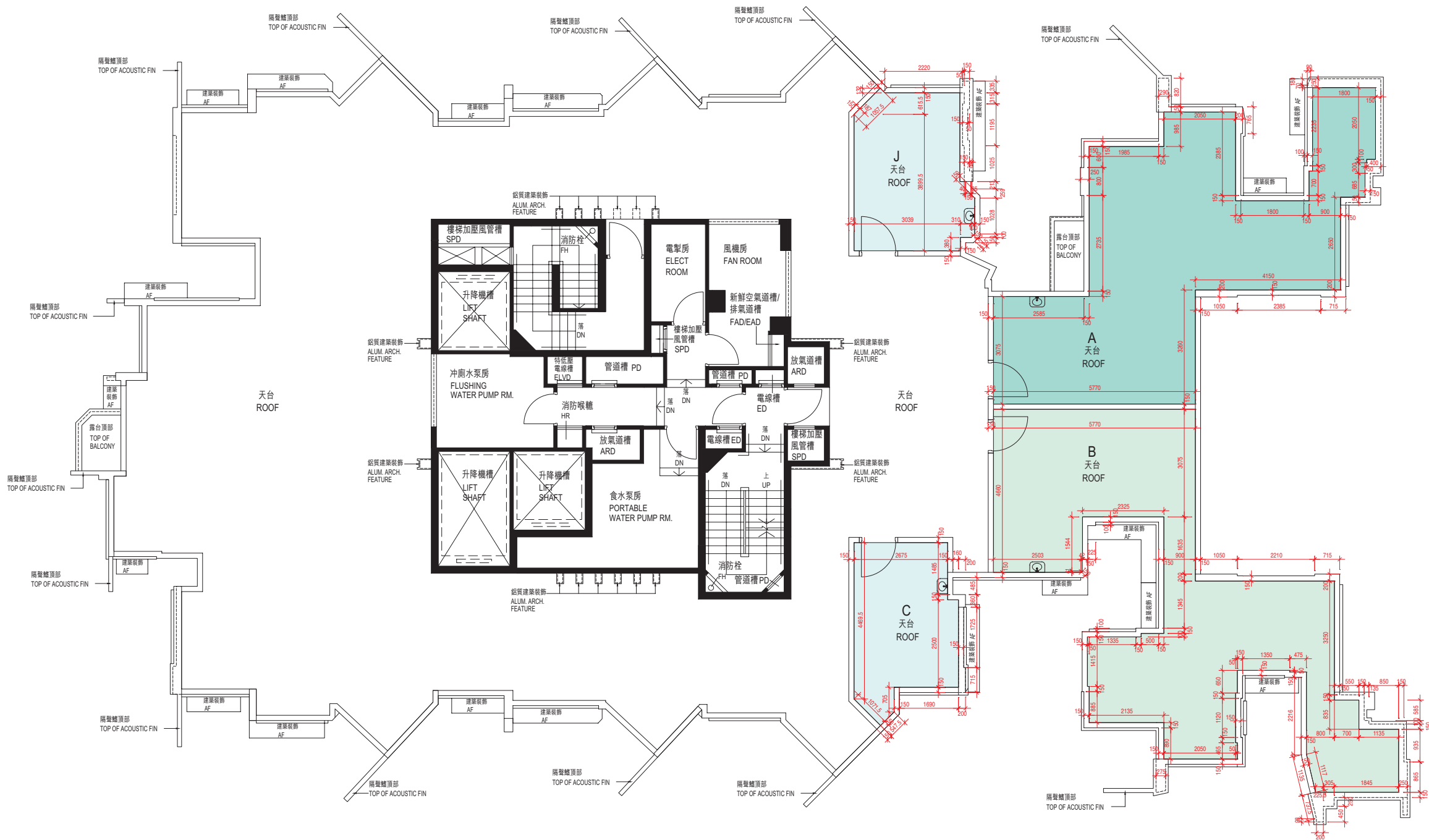
- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.





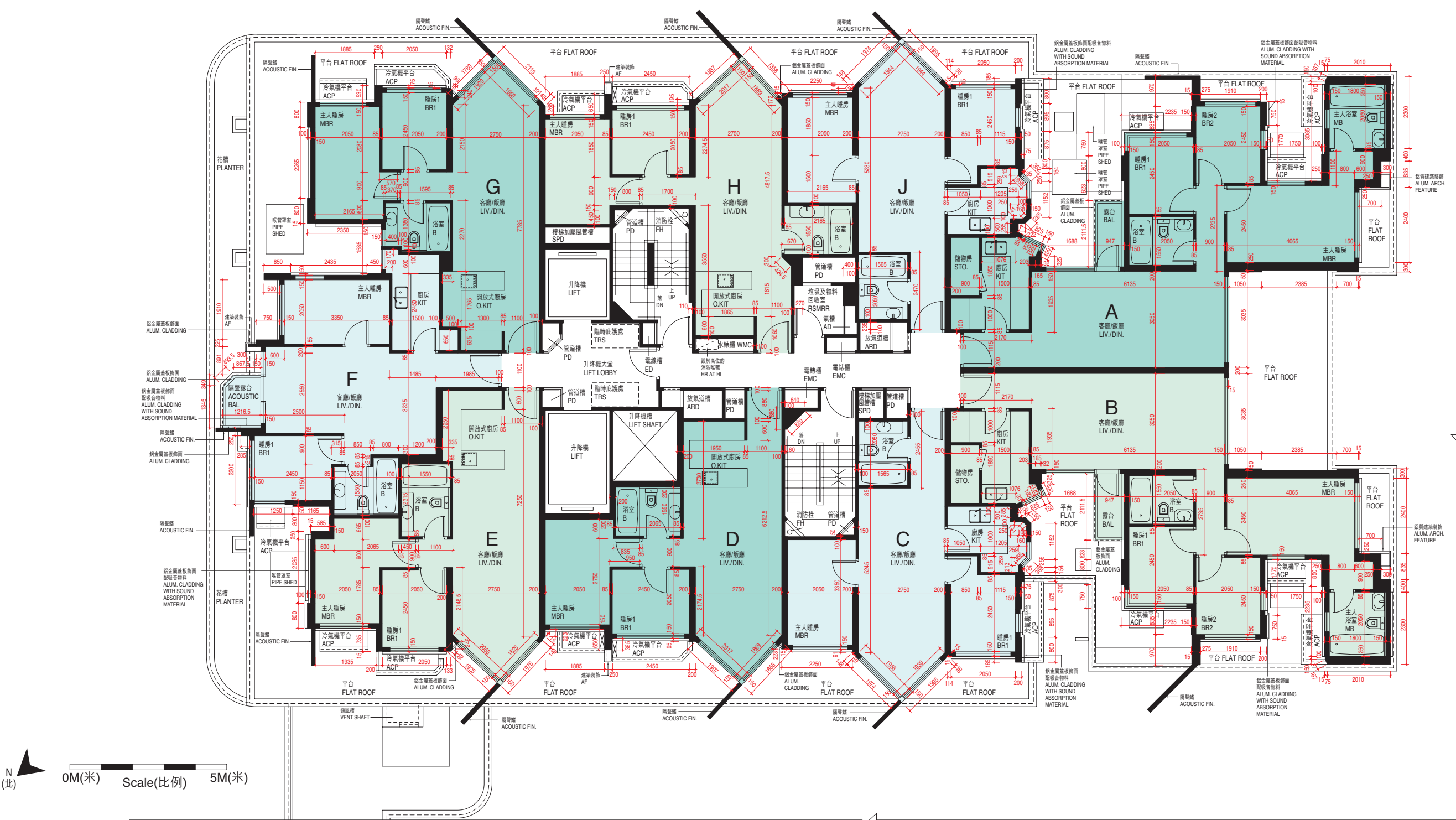


每個住宅物業的樓板（不包括灰泥）的厚度：不適用  
The thickness of the floor slabs (excluding plaster) of each residential property: Not applicable

每個住宅物業的層與層之間的高度：不適用  
The floor-to-floor height of each residential property: Not applicable

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(c)條所規定的陳述並不適用於本發展項目。）  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance is not applicable to the Development.)

備註：  
1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。  
2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Remarks:  
1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.  
2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



每個住宅物業的樓板（不包括灰泥）的厚度：150毫米  
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3米及3.55米  
The floor-to-floor height of each residential property: 3m and 3.55m

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。）

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

備註：

1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。

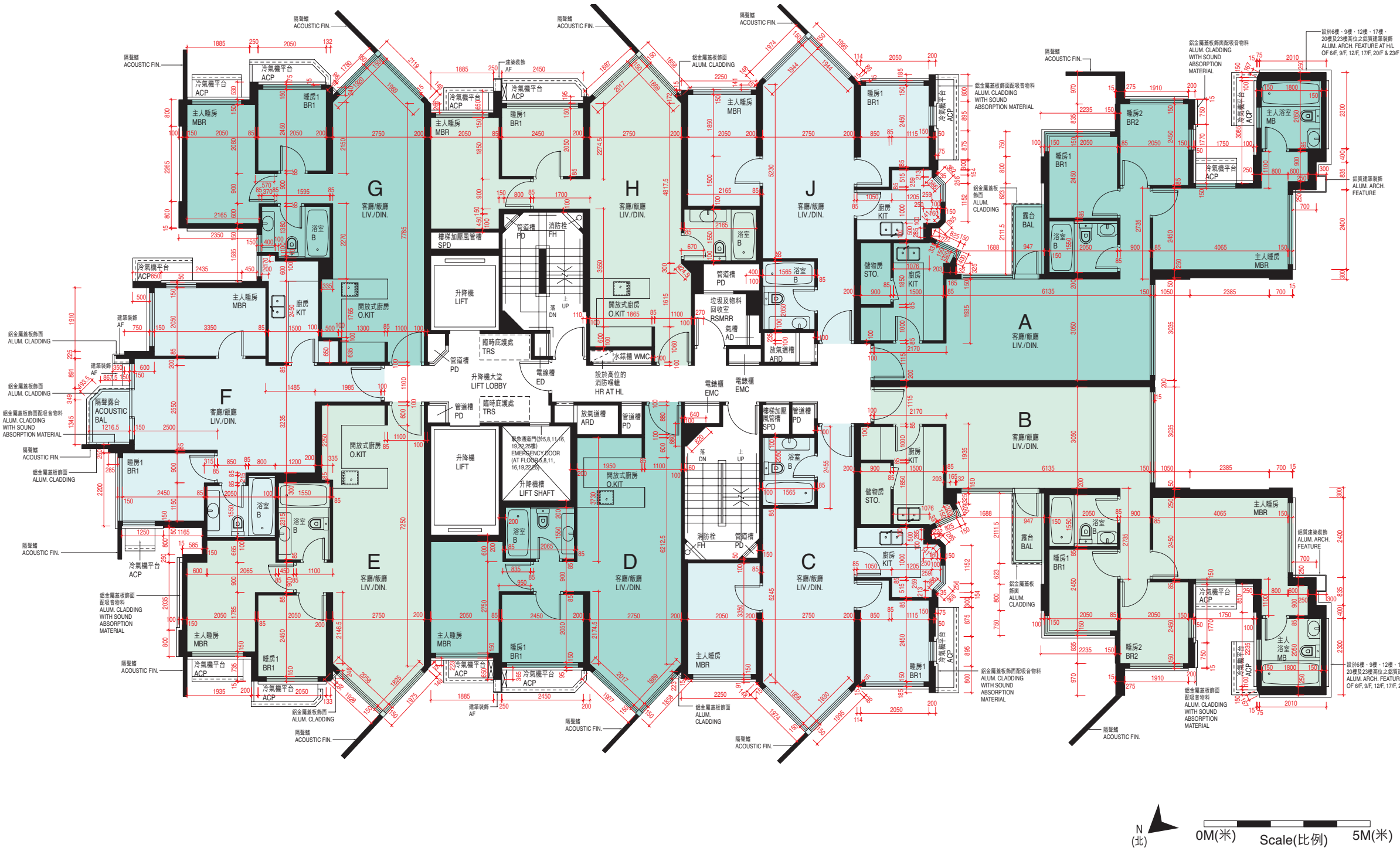
2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。

Remarks:

1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.

2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.





每個住宅物業的樓板（不包括灰泥）的厚度：150毫米

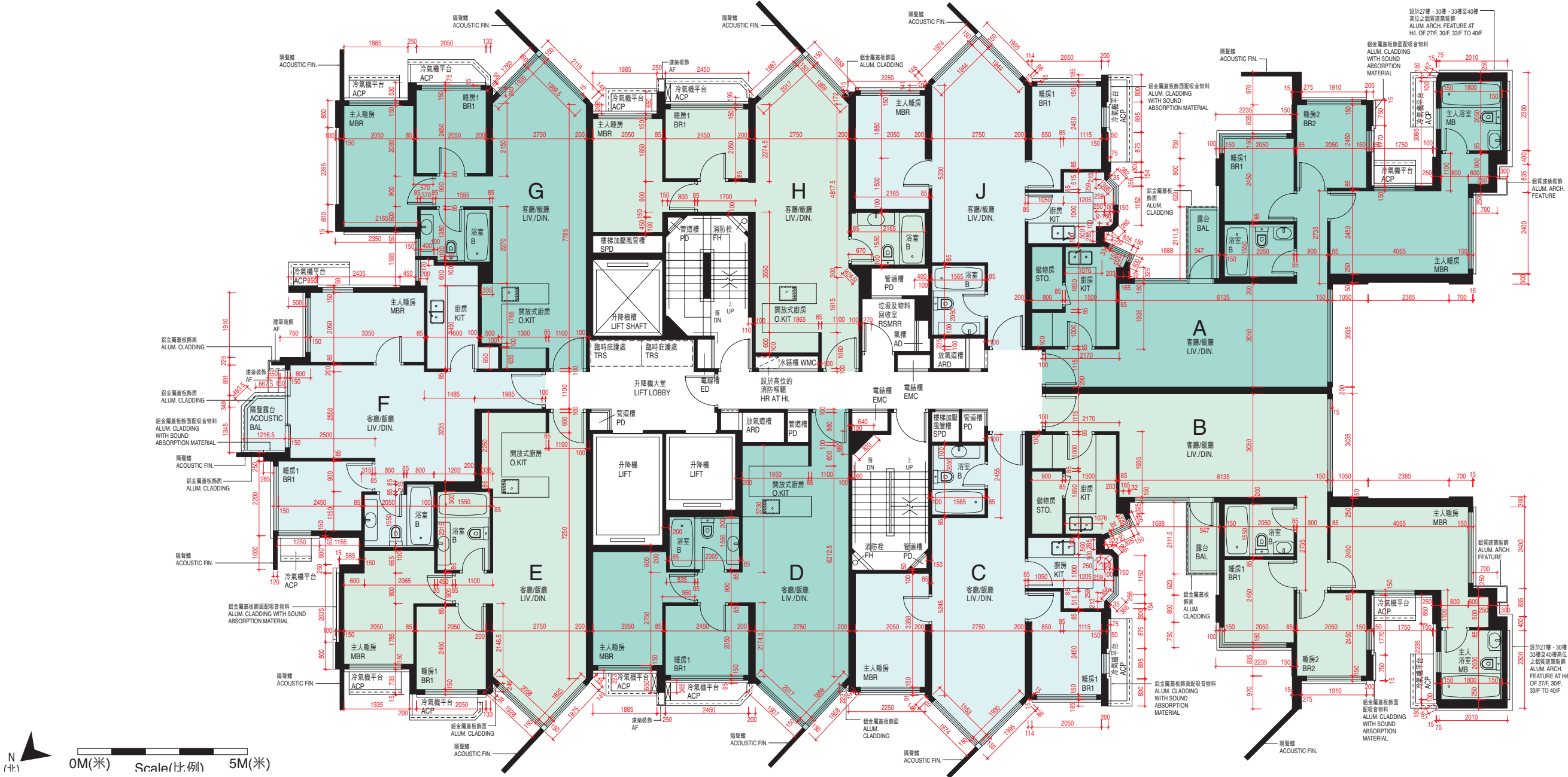
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：3米  
The floor-to-floor height of each residential property: 3m

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。）

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

- 備註：
- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。
  - 2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。
- Remarks:
- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
  - 2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



每個住宅物業的樓板（不包括灰泥）的厚度：150毫米  
The thickness of the floor slabs (excluding plaster) of each residential property: 150mm

每個住宅物業的層與層之間的高度：27樓至39樓所有單位：3米；40樓A、B、C、G、H及J單位：3米、3.275米及3.35米；40樓D單位：3米及3.35米；40樓E及F單位：3米、3.275米、3.35米及3.4米  
The floor-to-floor height of each residential property: All flats from 27/F to 39/F: 3m;

Flats A, B, C, G, H and J on 40/F: 3m, 3.275m and 3.35m; Flat D on 40/F: 3m and 3.35m; Flats E and F on 40/F: 3m, 3.275m, 3.35m and 3.4m

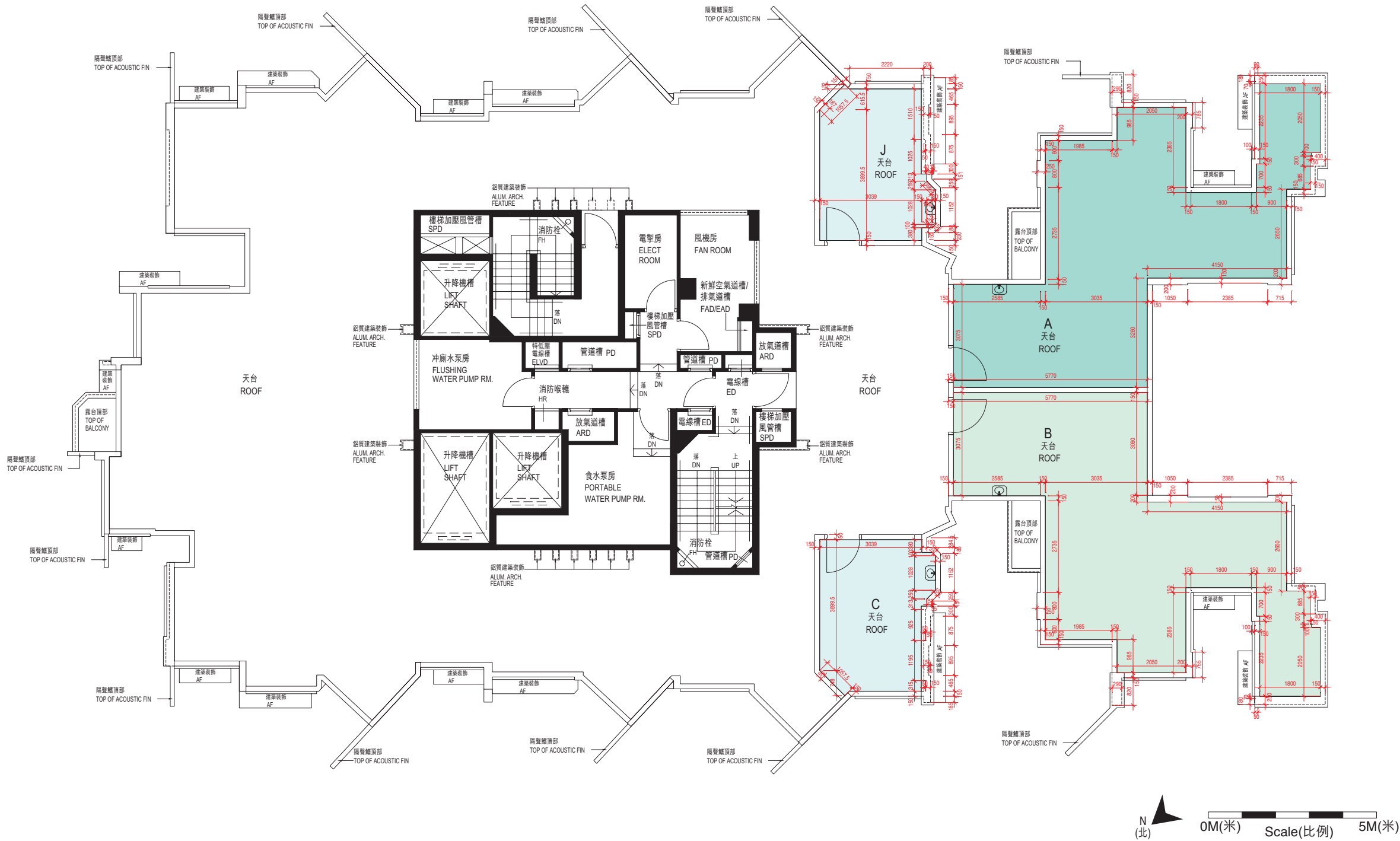
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(e)條所規定的陳述並不適用於本發展項目。）  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance is not applicable to the Development.)

備註：

- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
- 2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



每個住宅物業的樓板（不包括灰泥）的厚度：不適用  
The thickness of the floor slabs (excluding plaster) of each residential property: Not applicable

每個住宅物業的層與層之間的高度：不適用  
The floor-to-floor height of each residential property: Not applicable

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（註：此根據《一手住宅物業銷售條例》附表1第一部第10(2)(c)條所規定的陳述並不適用於本發展項目。）  
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (Note: This statement requested under Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance is not applicable to the Development.)

備註：  
1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。  
2) 第1座住宅樓層不設13樓、14樓及24樓。第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Remarks:  
1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.  
2) Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	7樓 7/F	A	46.098 <b>(496)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	46.128 <b>(497)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	44.269 <b>(477)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	17.854 <b>(192)</b>	-	-	-	-	-	-
		D	64.565 <b>(695)</b> 露台 Balcony: 2.308 <b>(25)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	8樓 - 30樓 8/F - 30/F	A	46.098 <b>(496)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	46.128 <b>(497)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無工作平台及陽台。  
There is no utility platform and verandah in the residential properties in the Development.
3. 第1座住宅樓層不設13樓、14樓及24樓。 第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	8樓 - 30樓 8/F - 30/F	C	44.269 (477) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	64.565 (695) 露台 Balcony: 2.308 (25) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	31樓 31/F	A	46.098 (496) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	46.128 (497) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	44.269 (477) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	64.565 (695) 露台 Balcony: 2.308 (25) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	52.091 (561)	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無工作平台及陽台。  
There is no utility platform and verandah in the residential properties in the Development.
3. 第1座住宅樓層不設13樓、14樓及24樓。 第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第1座 Tower 1	32樓 32/F	A	46.648 <b>(502)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	46.648 <b>(502)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
第2座 Tower 2	3樓 - 38樓 3/F - 38/F	A	68.418 <b>(736)</b> 露台 Balcony: 2.154 <b>(23)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	45.330 <b>(488)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	45.489 <b>(490)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	67.125 <b>(723)</b> 露台 Balcony: 2.154 <b>(23)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無工作平台及陽台。  
There is no utility platform and verandah in the residential properties in the Development.
3. 第1座住宅樓層不設13樓、14樓及24樓。 第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 Tower 2	3樓 - 38樓 3/F - 38/F	E	46.317 <b>(499)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	45.215 <b>(487)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	39樓 39/F	A	68.418 <b>(736)</b> 露台 Balcony: 2.154 <b>(23)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	31.197 <b>(336)</b>	-	-	-
		B	45.330 <b>(488)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	45.489 <b>(490)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	67.125 <b>(723)</b> 露台 Balcony: 2.154 <b>(23)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	31.247 <b>(336)</b>	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無工作平台及陽台。  
There is no utility platform and verandah in the residential properties in the Development.
3. 第1座住宅樓層不設13樓、14樓及24樓。 第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第2座 Tower 2	39樓 39/F	E	46.317 <b>(499)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	45.215 <b>(487)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
第3座 Tower 3	3樓 - 26樓 3/F - 26/F	A	71.670 <b>(771)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	72.984 <b>(786)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	44.055 <b>(474)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	46.721 <b>(503)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無工作平台及陽台。  
There is no utility platform and verandah in the residential properties in the Development.
3. 第1座住宅樓層不設13樓、14樓及24樓。 第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	3樓 - 26樓 3/F - 26/F	E	47.115 (507) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	47.050 (506) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		G	46.878 (505) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		H	46.887 (505) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		J	45.033 (485) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	27樓 - 39樓 27/F - 39/F	A	71.670 <b>(771)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	72.945 <b>(785)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	44.055 <b>(474)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	46.721 <b>(503)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		E	47.115 <b>(507)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	47.050 <b>(506)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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There is no utility platform and verandah in the residential properties in the Development.
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Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	27樓 - 39樓 27/F - 39/F	G	46.878 <b>(505)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		H	46.887 <b>(505)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		J	45.033 <b>(485)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	40樓 40/F	A	71.670 <b>(771)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	50.619 <b>(545)</b>	-	-	-
		B	72.945 <b>(785)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	53.036 <b>(571)</b>	-	-	-
		C	44.055 <b>(474)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	12.725 <b>(137)</b>	-	-	-

實用面積以及露台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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2. 發展項目住宅物業並無工作平台及陽台。  
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Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.

發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	40樓 40/F	D	46.721 <b>(503)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		E	47.115 <b>(507)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	47.050 <b>(506)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		G	46.878 <b>(505)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		H	46.887 <b>(505)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		J	45.033 <b>(485)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	14.076 <b>(152)</b>	-	-	-

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

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。  
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2. 發展項目住宅物業並無工作平台及陽台。  
There is no utility platform and verandah in the residential properties in the Development.
3. 第1座住宅樓層不設13樓、14樓及24樓。 第2、3及5座住宅樓層不設4樓、13樓、14樓、24樓及34樓。  
Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第5座 Tower 5	3樓 - 39樓 3/F - 39/F	A	71.670 (771) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		B	71.670 (771) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		C	44.933 (484) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		D	46.721 (503) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		E	47.115 (507) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	47.050 (506) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-

實用面積以及露台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。  
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發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第5座 Tower 5	3樓 - 39樓 3/F - 39/F	G	46.878 <b>(505)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		H	46.887 <b>(505)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		J	45.033 <b>(485)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
	40樓 40/F	A	71.670 <b>(771)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	50.619 <b>(545)</b>	-	-	-
		B	71.670 <b>(771)</b> 露台 Balcony: 2.000 <b>(22)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	50.619 <b>(545)</b>	-	-	-
		C	44.933 <b>(484)</b> 露台 Balcony: - <b>(-)</b> 工作平台 Utility Platform: - <b>(-)</b> 陽台 Verandah: -	-	-	-	-	-	-	14.076 <b>(152)</b>	-	-	-

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發展項目中的住宅物業的面積 Area of residential properties in the development

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
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第5座 Tower 5	40樓 40/F	D	46.721 (503) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		E	47.115 (507) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		F	47.050 (506) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		G	46.878 (505) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		H	46.887 (505) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	-	-	-	-
		J	45.033 (485) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-) 陽台 Verandah: -	-	-	-	-	-	-	14.076 (152)	-	-	-

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Residential floors 13/F, 14/F and 24/F of Tower 1 are omitted. Residential floors 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5 are omitted.



發展項目中的停車位的樓面平面圖 Floor plans of parking spaces in the development

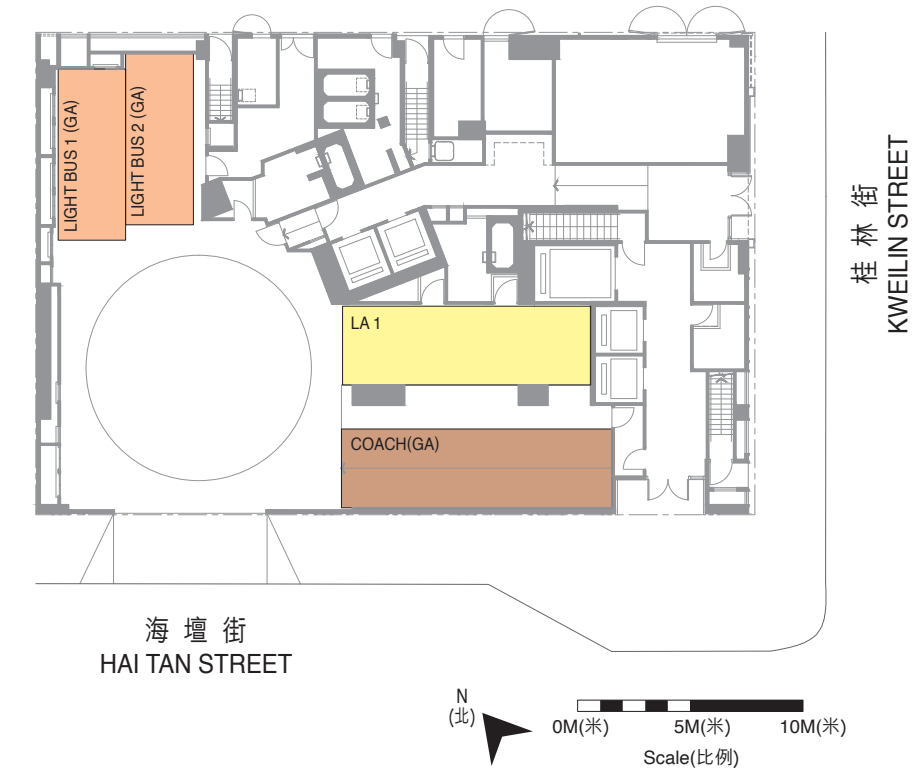
停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸(長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
住客上落貨位 Residential Loading and Unloading Bay	LA1, LB1	2	11 x 3.5	38.5
其他非工業上落貨位 Other Non-Industrial Loading and Unloading Bay	LB2	1	11 x 3.5	38.5
政府樓宇停車位 Parking Space for Government Accommodation	COACH (GA)	1	12 x 3.5	42
政府樓宇停車位 Parking Space for Government Accommodation	LIGHT BUS 1 (GA), LIGHT BUS 2 (GA)	2	7.6 x 3	22.8

- 住客上落貨位  
Residential Loading and Unloading Bay
- 其他非工業上落貨位  
Other Non-Industrial Loading and Unloading Bay
- 政府樓宇停車位  
Parking Space for Government Accommodation
- 政府樓宇停車位  
Parking Space for Government Accommodation

註：賣方已獲建築事務監督批准圖則於發展項目商業部分進行若干改動及加建工程（「有關工程」）。於本售樓說明書最後檢視/修改日期，有關工程仍在進行中。本頁內的地盤B地下平面圖按有關批准圖則擬備及顯示有關工程完成後之布局。有關工程對於發展項目中的停車位的尺寸、面積、數目及位置並無影響。

Note: The Vendor has received approval from the Building Authority for the plans to carry out certain alterations and additions works ("A&A Works") at the Commercial Accommodation of the Development. As at the date of last examination / revision of this sales brochure, the A&A Works are still in progress. The floor plan of Site B G/F on this page is prepared based on the relevant approved plans and shows the layout after completion of the A&A Works. The A&A Works do not affect the dimensions, area, number and locations of the parking spaces in the Development.

地盤A 地下  
Site A G/F



地盤B 地下  
Site B G/F



發展項目中的停車位的樓面平面圖 Floor plans of parking spaces in the development



- 住客停車位  
Residential Parking Space
- 住客停車位 (傷殘人士停車位)  
Residential Parking Space (Disabled Parking Space)
- 訪客停車位  
Visitor's Parking Space
- 訪客停車位 (傷殘人士停車位)  
Visitor's Parking Space (Disabled Parking Space)
- 住客上落貨位  
Residential Loading and Unloading Bay
- 住客電單車停車位  
Residential Motor Cycle Parking Space
- 垃圾收集車停車位  
Refuse Collection Vehicle Parking Space
- 其他非工業停車位  
Other Non-Industrial Parking Space
- 其他非工業停車位 (傷殘人士停車位)  
Other Non-Industrial Parking Space (Disabled Parking Space)
- 其他非工業上落貨位  
Other Non-Industrial Loading and Unloading Bay
- 其他非工業上落貨位  
Other Non-Industrial Loading and Unloading Bay
- 其他非工業電單車停車位  
Other Non-Industrial Motor Cycle Parking Space

停車位類別 Category of parking space	停車位編號 Parking space number	數目 Nos.	尺寸 (長x寬)(米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each space (sq. m)
住客停車位 Residential Parking Space	01 - 12, 14 - 37	36	5 x 2.5	12.5
住客停車位 (傷殘人士停車位) Residential Parking Space (Disabled Parking Space)	13	1	5 x 3.5	17.5
訪客停車位 Visitor's Parking Space	V01 - V03	3	5 x 2.5	12.5
訪客停車位 (傷殘人士停車位) Visitor's Parking Space (Disabled Parking Space)	V04	1	5 x 3.5	17.5
住客上落貨位 Residential Loading and Unloading Bay	LC1 - LC2	2	11 x 3.5	38.5
住客電單車停車位 Residential Motor Cycle Parking Space	M1 - M6	6	2.4 x 1	2.4
垃圾收集車停車位 Refuse Collection Vehicle Parking Space	RCV	1	12 x 5	60
其他非工業停車位 Other Non-Industrial Parking Space	R2 - R14	13	5 x 2.5	12.5
其他非工業停車位 (傷殘人士停車位) Other Non-Industrial Parking Space (Disabled Parking Space)	R1	1	5 x 3.5	17.5
其他非工業上落貨位 Other Non-Industrial Loading and Unloading Bay	LC3	1	11 x 3.5	38.5
其他非工業上落貨位 Other Non-Industrial Loading and Unloading Bay	LC4 - LC5	2	7 x 3.5	24.5
其他非工業電單車停車位 Other Non-Industrial Motor Cycle Parking Space	RM1 - RM6	6	2.4 x 1	2.4

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

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

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



公契的摘要 Summary of deed of mutual covenant

A. 發展項目的公用部分

「**公用地方**」指屋苑公用地方、停車場公用地方、商用公用地方及住宅公用地方。

「**公用設施**」指屋苑公用設施、停車場公用設施、商用公用設施及住宅公用設施。

「**停車場公用地方**」指設計或擬供予停車位業主共同使用和享用及非轉讓予或供個別停車位業主獨家使用的該地段及屋苑之部分（不包括在經建築事務監督批准的停車場布局圖上標明及顯示的停車位）及《建築物管理條例》（第344章）附表1內列明的該地段及屋苑內的所有其他公用部分（如有），包括但不限於斜路、行車道、入口區域、循環通道、樓板、排煙出風口、排煙管道及停車場通風井。停車場公用地方在公契附夾的圖則上（經認可人士核證為準）為辨認用途以棕色顯示。

「**停車場公用設施**」指供予停車位業主而非屋苑其他部分的業主共同使用和享用及非供個別停車位的獨家使用和享用的該等設施和設備，包括但不限於機電裝置、機器與設備、升降式閘門、機械通風系統及保安系統。

「**商用公用地方**」指設計或擬供予商用單位的業主共同使用和享用（而不構成單位、停車場公用地方、屋苑公用地方或住宅公用地方一部分）及非轉讓予或供個別商用單位的業主獨家使用的商用部分內的任何地方及《建築物管理條例》（第344章）附表1內列明的商用部分內的所有其他公用部分（如有），包括但不限於電訊及廣播設備房、育嬰室、洗手間、升降機大堂、升降機井、樓梯、走廊、一個根據批地文件特別條款第(44)(c)(i)條提供以供傷殘人士停泊汽車之停車位（「商用傷殘人士停車位」）及根據批地文件特別條款第(45)(a)(iii)條提供的上落客貨車位。商用公用地方在公契附夾的圖則上（經認可人士核證為準）為辨認用途以靛藍色加黑斜線顯示。

「**商用公用設施**」指供予商用單位的業主共同使用和享用（而非屋苑其他部分及非供個別商用單位獨家使用和享用）的該等設施和設備，包括但不限於升降機裝置及設備及商用傷殘人士停車位之電動車設施，但不包括屋苑公用設施、停車場公用設施及住宅公用設施。

「**屋苑公用地方**」指設計或擬供予業主共同使用和享用（而不構成單位、停車場公用地方、商用公用地方、或住宅公用地方一部分）及非轉讓予或供個別業主獨家使用的整個該地段及屋苑，包括但不限於：—

- (a) 位於該地段內的部分斜坡及護土結構（如有）；
- (b) 落客及上落客貨處（包括旋轉台）、行車道、消防入水口、管道槽、電力管道、消防喉轆、管道房、煤氣錶櫃、水錶櫃、供各種大廈服務使用的泵房及水缸房（不構成住宅公用地方一部分者）、垃圾及物料回收房、垃圾及物料回收室、總電掣房、樓梯、走

廊、臨時庇護空間、升降機大堂及消防升降機大堂、升降機井及升降機井底坑、放氣槽、特低電壓管道、樓梯增壓管道、風槽、樓梯增壓通風機房、管理處、緊急發電機室、消防管道槽、電力房、低電壓電掣房、上落客貨處、消防控制房、煤氣櫃、花箱及花槽、通風機房、業主委員會辦事處、樓梯增壓系統管道房、天台及平台、總水錶房、電錶房、斜路、循環通道、入口區域、供電動車充電系統使用的電錶房、樓板、垂直綠化控制櫃、電話槽、電訊及廣播設備房、電訊及廣播設備槽及以供安裝或使用天線分布設施及電訊網絡設施的地方、管理員及看守員宿舍辦公室、淨氣槽及排氣槽。

- (c) 行人通道；
- (d) 私人休憩用地；
- (e) 屋苑之外牆（不包括構成住宅公用地方之外牆及位於公共休憩用地的濾水機房之外牆）；
- (f) 構成項目部分之該等範圍；
- (g) 部分綠化範圍（不構成住宅公用地方一部分者），其在公契附夾的綠化圖則上（經認可人士核證為準）為辨認用途以粉紅色顯示；
- (h) 位於地盤C內毗連相鄰地段建築物的現有共用牆；
- (i) 電力變壓房設施（包括電力變壓房、電纜房及所有相關設施），以供予中華電力有限公司（「中電」）放置中電的變壓器及任何附屬設備及設施，以作服務該地段及屋苑之用途，而中電無須付費；

及於《建築物管理條例》（第344章）附表1內列明的（如有）設計或擬供予業主共同使用和享用及非轉讓予或供個別業主獨家使用（不構成單位、停車場公用地方、商用公用地方或住宅公用地方一部分）的該地段及屋苑內的所有其他公用部分。屋苑公用地方在公契附夾的圖則上（經認可人士核證為準）為辨認用途以綠色及綠色加黑點顯示。

「**屋苑公用設施**」指：-

- (a) 該等服務屋苑公用地方之有蓋地面排水渠、排水渠、喉管、雨水渠、集水坑泵、集水溝氣隔、隔油池、有蓋沙井、有蓋集水坑、井（如有）、污水渠、電線及電纜、天線分布設施、電訊網絡設施、電力變壓房設施、地下電纜管道、電纜井、機電裝置及其他現時或任何時間在該地段及屋苑之內、之下、之上或通過該地段或屋苑將水、污水、煤氣、電力及任何其他服務輸送到該地段及屋苑或其任何部分的服務設施（不論是以管道或其他形式）；
- (b) 屋苑內供該地段及屋苑共同使用及享用而非供個別單位獨自使用或享用的照明設施，包括燈柱、外牆照明；

- (c) 屋苑內供該地段及屋苑共同使用及享用而非供個別單位獨自使用或享用的防火及滅火裝置及設備；

- (d) 保安系統裝置及設備；

- (e) 升降機裝置及設備；

- (f) 該等構成項目部分之設施及系統；

及其他供該地段及屋苑共同使用及享用而非供個別單位獨自使用或享用的設施和系統。

為免疑問，屋苑公用設施並不包括該等構成停車場公用設施、商用公用設施或住宅公用設施的設施、設備及其他類似構築物。

「**住宅公用地方**」指設計或擬供予屋苑住宅單位業主共同使用及享用而非轉讓予或供個別住宅單位業主獨家使用的該地段及屋苑內的該等部分，包括但不限於：

- (a) 康樂地方；
- (b) 訪客停車位；
- (c) 根據批地文件特別條款第(45)(a)(i)條提供的上落客貨車位；
- (d) 一個根據批地文件特別條款第(44)(c)(i)條提供以供傷殘人士停泊汽車之停車位（「住宅傷殘人士停車位」）
- (e) 入口大堂、大堂及升降機大堂、升降機井底坑、升降機井、消防控制房、信箱、樓梯、轉換層、護牆、臨時庇護空間、平台、天台、冷氣機平台、電錶櫃、水錶櫃、垃圾及物料回收室、建築裝飾、露台頂部、庇護層、管道房、電力管道、管道槽、消防喉轆、升降機機房、頂層天台、花箱/花槽、草坪、園景範圍、特低電壓管道、供各種大廈服務使用的泵房及水缸房（不構成屋苑公用地方一部分者）、通風機房、電訊及廣播設備房、食水及沖廁水機房、濾水機房、樓梯增壓管道房、樓梯增壓管道、風槽及排氣槽；
- (f) 位於地盤A之建築物五樓及以上水平、位於地盤B之建築物二樓及以上水平及位於地盤C之建築物（第三座及第五座所在之處）二樓及以上水平之外牆；
- (g) 隔音簷；
- (h) 隔音屏障；
- (i) 屋苑的任何只服務或支撐住宅單位（或任何或部分單位）的結構性或承重元件及附屬該等結構性或承重元件的屋苑外部飾面；及

j) 部分綠化範圍 (不構成屋苑公用地方一部分者)，其在公契附夾的綠化圖則上 (經認可人士核證為準確) 為辨認用途以淺橙色顯示；

及於《建築物管理條例》(第344章) 附表1內列明的 (如有) 設計或擬供予住宅單位業主共同使用及享用及非轉讓予或供個別住宅單位業主獨家使用該地段及屋苑內的所有其他公用部分。住宅公用地方在公契附夾的圖則上 (經認可人士核證為準確) 為辨認用途以黃色、黃色加黑點及黃色加黑斜線顯示。

**「住宅公用設施」** 指供住宅單位業主共同使用及享用而非供個別單位獨自使用或享用的該等設施和附屬設備，包括但不限於供住宅單位使用及享用的供訪客停車位使用之電動車設施、供住宅傷殘人士停車位使用之電動車設施、康樂設施、水缸、水泵、排水渠、喉管、雨水渠、污水渠、防火及滅火系統、電線及電纜、電子裝備、冷氣或機械通風系統、照明、保安系統、吊船系統、煤氣喉、冷氣系統、電訊網絡設施、升降機、自動電梯及衛生設施及裝置。

B. 分配到發展項目中每個住宅物業的不分割份數數目

座數	樓層	單位	分配到每個住宅單位的不分割分數數目
第1座	7樓	A	45/52,756
		B	45/52,756
		C	45/52,756
		D	63/52,756
	8樓-30樓* (20層)	A	45/52,756
		B	45/52,756
		C	44/52,756
		D	63/52,756
	31樓	A	45/52,756
		B	45/52,756
		C	44/52,756
		D	64/52,756
	32樓	A	46/52,756
		B	46/52,756
第2座	3樓	A	67/52,756
		B	44/52,756
		C	44/52,756
		D	66/52,756

座數	樓層	單位	分配到每個住宅單位的不分割分數數目
第2座	3樓	E	45/52,756
		F	44/52,756
	5樓-38樓* (30層)	A	67/52,756
		B	44/52,756
		C	44/52,756
		D	66/52,756
		E	45/52,756
		F	44/52,756
	39樓	A	68/52,756
		B	44/52,756
		C	44/52,756
		D	67/52,756
		E	45/52,756
		F	44/52,756
第3座	3樓	A	71/52,756
		B	73/52,756
		C	44/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	5樓-26樓* (19層)	A	71/52,756
		B	73/52,756
		C	44/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756

座數	樓層	單位	分配到每個住宅單位的不分割分數數目
第3座	27樓-39樓* (12層)	A	71/52,756
		B	73/52,756
		C	44/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	40樓	A	72/52,756
		B	74/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
第5座	3樓	A	71/52,756
		B	71/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	5樓-26樓* (19層)	A	71/52,756
		B	71/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756





座數	樓層	單位	分配到每個住宅單位的不分割分數數目
第5座	5樓-26樓* (19層)	F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	27樓-39樓* (12層)	A	71/52,756
		B	71/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	40樓	A	72/52,756
		B	72/52,756
		C	46/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	46/52,756

註“\*”：(i) 第1座不設13樓、14樓及24樓。  
(ii) 第2、3及5座不設4樓、13樓、14樓、24樓及34樓。

備註：每個住宅物業的管理份數數額與其不分割份數數額相同，但發展項目的不分割份數總額與管理份數總額則不同。發展項目所有住宅物業的管理份數總額為45,147。發展項目的管理份數總額為50,918。

C. 有關發展項目的管理人的委任年期

受限於《建築物管理條例》(第344章)之規定，委任管理公司作為該地段及屋苑之管理人之初始任期為公契日期起計兩(2)年，並於此後延續直至其委任根據公契規定而終止。

D. 管理開支在發展項目中的住宅物業的擁有人之間分擔的基準

受限於公契附表7的條款，每個單位的業主(政府樓宇的業主及公共休憩地方的業主除外)須向管理人提前按月支付管理費，該等費用按公契附表2所列的分配給該單位之管理分數之比例分攤，惟不得要求業主支付多於按以下所述適當比例分攤的管理開支：—

1. 如任何開支涉及或有利於該地段和屋苑(但並非僅涉及或僅有利於任何單位、商用公用地方、住宅公用地方、停車場公用地方、商用公用設施、住宅公用設施及/或停車場公用設施)、屋苑公用地方及/或屋苑公用設施，該等開支的全部款項須由屋苑的全體業主(政府樓宇的業主及公共休憩地方的業主除外)按其持有之管理份數之比例分攤；
2. 如任何開支僅涉及或僅有利於住宅單位(但並非僅涉及或僅有利於任何個別特定住宅單位)、住宅公用地方及/或住宅公用設施，該等開支的全部款項須由住宅單位之業主按其持有之管理分數之比例分攤；
3. 如任何開支僅涉及或僅有利於個別住宅單位，該等開支的全部款項須由該住宅單位之業主承擔；

惟若任何開支僅有利於個別業主或一組業主，不論公用地方及公用設施之分類及上述管理開支的分攤方法為何，管理人可以其合理地決定的比例直接向該業主或該等業主收取該開支。

住宅單位的業主須承擔部分涉及管理及保養停車場公用地方及停車場公用設施的開支，有關比例將由管理人參照住宅傷殘人士停車位數目作屋苑內停車位、商用傷殘人士停車位及住宅傷殘人士停車位總數的比例決定。

E. 計算管理費按金的基準

每個住宅單位應付之管理費按金須等同該住宅單位的三(3)個月管理費。

F. 擁有人(即市區重建局)在發展項目中保留作自用的範圍

發展項目中並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所提及之擁有人(即市區重建局)在發展項目中保留作自用的範圍。

註： 除非本售樓說明書內另有定義外，在上述英文本中以大楷顯示的用詞等同於公契內該用詞之定義。



A. Common Parts of the Development

“**Common Areas**” means the Estate Common Areas, the Car Park Common Areas, the Commercial Common Areas, and the Residential Common Areas.

“**Common Facilities**” means the Estate Common Facilities, the Car Park Common Facilities, the Commercial Common Facilities, and the Residential Common Facilities.

“**Car Park Common Areas**” means those parts of the Lot and the Estate (excluding those parking spaces shown and delineated on the car park layout plan approved by the Building Authority) and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Car Parks and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Car Park and shall include but not limited to ramps, driveways, access areas, circulation passages, floor slabs, smoke vent outlets, smoke vent ducts and car park vent shafts. The Car Park Common Areas are for the purpose of identification shown and coloured Brown on the plans (certified as to their accuracy by the Authorized Person) annexed to the Deed of Mutual Covenant (“**DMC**”).

“**Car Park Common Facilities**” means those facilities and equipment for the common use and benefit of the Owners of the Car Parks but not other parts of the Estate and not for the use and benefit of a particular Car Park exclusively and shall include but not limited to electrical and mechanical installation, plant and machinery, drop-gate, mechanical ventilation system and security system.

“**Commercial Common Areas**” means any areas of the Commercial Accommodation and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Commercial Accommodation designed or intended for the common use and benefit of the Owners of the Commercial Units (which do not form part of the Units, Car Park Common Areas, Estate Common Areas or Residential Common Areas) and not otherwise specifically assigned to or for the exclusive use of the Owner of a particular Commercial Unit, including but not limited to, telecommunications and broadcasting equipment room, baby care room, lavatories, lift lobbies, lift shafts, staircases, corridors, one space for parking of motor vehicles by disabled persons provided pursuant to Special Condition No. (44)(c)(i) of the Government Grant (“**Commercial Car Parking Space for Disabled Persons**”) and loading and unloading spaces provided pursuant to Special Condition No. (45)(a)(iii) of the Government Grant. The Commercial Common Areas are for the purpose of identification shown and coloured Indigo Hatched Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

“**Commercial Common Facilities**” means those facilities and equipment for the common use and benefit of the Owners of the Commercial Units (but not the other parts of the Estate and not for the use and benefit of a particular Commercial Unit exclusively) including but not limited to lift installations and equipment and EV Facilities for Commercial Car Parking

Space for Disabled Persons but excluding the Estate Common Facilities, the Car Park Common Facilities and the Residential Common Facilities.

“**Estate Common Areas**” means the whole of the Lot and the Estate which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, Car Park Common Areas, Commercial Common Areas or Residential Common Areas) and shall include but not limited to :-

(a) such part of the Slope and Retaining Structures (if any) within the Lot;

(b) drop off loading/unloading bay (including the Turntable), driveways, fire service inlets, pipe ducts, electrical ducts, hose reels, pipe rooms, gas meter cabinet, water meter cabinets, pump rooms and tank rooms for various building services (which do not form part of the Residential Common Areas), refuse storage and material recovery chambers, refuse storage and recovery rooms, main switch rooms, staircases, corridors, temporary refuge spaces, lift lobbies and fireman lift lobbies, lift shafts and lift pits, air release ducts, extra low voltage ducts, staircase pressurization ducts, air ducts, staircase pressurization fan rooms, management offices, emergency generation rooms, fire services pipe ducts, electrical rooms, low voltage switch room, loading/unloading bay, fire service control rooms, gas cabinet, flower boxes and planters, fan rooms, owners’ committee office, staircase pressurization system duct room, roofs and flat roofs, master water meter room, electrical meter rooms, ramps, circulation passages, access areas, electrical meter room for electrical vehicle charging system, floor slabs, vertical green control cabinet, telephone ducts, telecommunications and broadcasting equipment rooms, telecommunication and broadcasting equipment ducts and areas for installation or use of aerial broadcast distribution facilities and telecommunications network facilities, caretaker and watchmen accommodation office, fresh air ducts and exhaust air ducts;

(c) the Pedestrian Passage Way;

(d) the Private Open Space;

(e) the External Walls of the Estate (excluding those forming parts of the Residential Common Areas and the external walls of the filtration plant room at the Public Open Space) ;

(f) such areas forming parts of the Items;

(g) part of the Greenery (which does not form part of the Residential Common Areas) for the purpose of identification as shown and coloured Pink on the Greenery Plans (certified as to their accuracy by the Authorized Person) annexed to the DMC;

(h) the existing party wall located within Site C adjoining the building in the adjacent lot;

(i) transformer room facilities (including transformer rooms, cable

accommodations and all associated facilities), which are provided to CLP Power Hong Kong Limited (“**CLP**”), at no cost to CLP, to house CLP’s transformers and any ancillary equipment and facilities for the purpose of serving the Lot and the Estate;

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Car Park Common Areas, the Commercial Common Areas or the Residential Common Areas). The Estate Common Areas are for the purpose of identification shown and coloured Green and Green Stippled Black on the plans (certified as to their accuracy by the Authorized Person) annexed to the DMC.

“**Estate Common Facilities**” means:-

(a) such of the surface channel with cover, drains, pipes, gutters, sump pumps, trap gullies, grease trap, manholes with covers, sump pits with covers, wells (if any), sewers, wires and cables, aerial broadcast distribution facilities, telecommunications network facilities, transformer room facilities, underground cable ducts, cable draw pits, electrical and mechanical installation servicing the Estate Common Areas and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Lot and the Estate through which water, sewage, gas, electricity and any other services are supplied to the Lot and the Estate or any part or parts thereof;

(b) lighting facilities including lamp posts, façade lighting within the Estate which are for the use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit;

(c) fire prevention and fire fighting installations and equipment within the Estate which are for the use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit;

(d) security system installations and equipment;

(e) lift installations and equipment;

(f) such facilities and systems forming parts of the Items;

and other facilities and systems for the common use and benefit of the Lot and the Estate and not for the use or benefit of a particular Unit exclusively.

For avoidance of doubt, the term “Estate Common Facilities” shall not include those facilities, equipment and other like structures forming part of the Car Park Common Facilities, the Commercial Common Facilities or the Residential Common Facilities.

“**Residential Common Areas**” means those parts of the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units of the Estate and not otherwise specifically assigned to

or for the exclusive use of an Owner of a Residential Unit and shall include but not limited to :-

- (a) the Recreational Areas;
- (b) the Visitors’ Car Parks;
- (c) loading and unloading spaces provided pursuant to Special Condition No. (45)(a)(i) of the Government Grant;
- (d) one space for parking of motor vehicles by disabled persons provided pursuant to Special Condition No. (44)(c)(i) of the Government Grant) (“Residential Car Parking Space for Disabled Persons”);
- (e) entrance foyers, lobbies and lift lobbies, lift pits, lift shafts, fire service control room, mail boxes, staircases, transfer plates, parapet walls, temporary refuge spaces, flat roofs, roofs, air-conditioning platforms, electrical meter cabinets, water meter cabinets, refuse storage and material recovery rooms, architectural features, top of balconies, refuge floors, pipe rooms, electrical ducts, pipe ducts, hose reels, lift machine rooms, top roofs, flower boxes/planters, lawns, landscape areas, extra low voltage ducts, pump rooms and tank rooms for various building services (which do not form part of the Estate Common Areas), fan rooms, telecommunications and broadcasting equipment room, potable and flushing water plant room, filtration plant room, staircase pressurization duct rooms, staircase pressurization ducts, air ducts and exhaust air ducts;
- (f) the External Walls of Fifth Floor level and above of the building on Site A, Second Floor level and above of the building on Site B, and Second Floor level and above of the building(s) (at which Tower 3 and Tower 5 located) on Site C;
- (g) acoustic fins;
- (h) noise barrier;
- (i) any structural or load bearing element of the Estate which only serves or supports the Residential Units (or any or some of them) and external finishes of the Estate attached to such structural or load bearing element; and
- (j) part of the Greenery (which does not form part of the Estate Common Areas) for the purpose of identification as shown and coloured Light Orange on the Greenery Plans (certified as to their accuracy by the Authorized Person) annexed to the DMC

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Estate designed or intended for the common use and benefit of the Owners of the Residential Units and not otherwise specifically assigned to or for the exclusive use of an Owner of a Residential Unit. The Residential Common Areas are for the purpose of identification shown and coloured Yellow, Yellow Stippled Black and Yellow Hatched Black on the plans (certified as

to their accuracy by the Authorized Person) annexed to the DMC.

“Residential Common Facilities” means those facilities and ancillary equipment for the common use and benefit of the Owners of the Residential Units and not for the use and benefit of a particular Residential Unit exclusively and shall include but not limited to the EV Facilities for Visitors’ Car Parks, EV Facilities for Residential Car Parking Space for Disabled Persons, Recreational Facilities, water tanks, water pumps, drains, pipes, gutters, sewers, fire prevention and firefighting system, wires and cables, electrical equipment, air-conditioning or mechanical ventilation installation, lighting, security system, gondola system, gas pipes, air-conditioning system, telecommunications network facilities, lifts, escalators and sanitary fittings and installations for the use and benefit of the Residential Units.

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

Tower	Floor	Flat	No. of undivided shares allocated to each residential unit
1	7/F	A	45/52,756
		B	45/52,756
		C	45/52,756
		D	63/52,756
	8/F – 30/F * (20 storeys)	A	45/52,756
		B	45/52,756
		C	44/52,756
		D	63/52,756
	31/F	A	45/52,756
		B	45/52,756
		C	44/52,756
		D	64/52,756
	32/F	A	46/52,756
		B	46/52,756
2	3/F	A	67/52,756
		B	44/52,756
		C	44/52,756
		D	66/52,756
		E	45/52,756
		F	44/52,756
	5/F – 38/F * (30 storeys)	A	67/52,756
		B	44/52,756
		C	44/52,756
		D	66/52,756
		E	45/52,756
		F	44/52,756

2	39/F	A	68/52,756
		B	44/52,756
		C	44/52,756
		D	67/52,756
		E	45/52,756
		F	44/52,756
3	3/F	A	71/52,756
		B	73/52,756
		C	44/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	5/F – 26/F * (19 storeys)	A	71/52,756
		B	73/52,756
		C	44/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	27/F – 39/F * (12 storeys)	A	71/52,756
		B	73/52,756
		C	44/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	40/F	A	72/52,756
		B	74/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	46/52,756

5	3/F	A	71/52,756
		B	71/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	5/F – 26/F * (19 storeys)	A	71/52,756
		B	71/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	27/F – 39/F * (12 storeys)	A	71/52,756
		B	71/52,756
		C	45/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	45/52,756
	40/F	A	72/52,756
		B	72/52,756
		C	46/52,756
		D	47/52,756
		E	47/52,756
		F	46/52,756
		G	47/52,756
		H	47/52,756
		J	46/52,756

Note “\*”: (i) There are no designations of 13/F, 14/F and 24/F of Tower 1.  
(ii) There are no designations of 4/F, 13/F, 14/F, 24/F and 34/F of Towers 2, 3 and 5.

Remark: The number of Management Shares of a Residential Unit is the same as the number of Undivided Shares allocated to that Residential Unit. 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 Units in the Development is 45,147. The total number of Management Shares in the Development is 50,918.

C. Terms of years for which the manager of the Development is appointed

Subject to the provisions of the Building Management Ordinance (Cap.344), the appointment of the Management Company as the Manager of the Lot and the Estate shall be for an initial period of two (2) years from the date of the DMC and shall continue thereafter until termination of the appointment in accordance with the provisions of the DMC.

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

Subject to the terms of the Seventh Schedule to the DMC, the Owners of each of the Units (save and except the Owner of the Government Accommodation and the Owner of the Public Open Space) shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule to the DMC Provided That no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following :-

- where any expenditure relates to or is for the benefit of the Lot and the Estate (but does not relate solely to or is not solely for the benefit of any Unit, Commercial Common Areas, Residential Common Areas, Car Park Common Areas, Commercial Common Facilities, Residential Common Facilities and/or Car Park Common Facilities), the Estate Common Areas and/or the Estate Common Facilities the full amount of such expenditure shall be apportioned between all the Owners of the Estate (save and except the Owner of the Government Accommodation and the Owner of the Public Open Space) in proportion to the number of Management Shares held by them;
- where any expenditure relates solely to or is solely for the benefit of the Residential Units (but does not relate solely to or is not solely for the benefit of any particular Residential Unit), the Residential Common Areas and/or the Residential Common Facilities the full amount of such expenditure shall be apportioned between the Owners of the Residential Units in proportion to the number of Management Shares held by them;
- where any expenditure relates solely to or is solely for the benefit of a Unit, the full amount of such expenditure shall be borne by the Owner of such Unit;

Provided That where any expenditure has been incurred solely for the benefit of an Owner or group of Owners and notwithstanding the classification of the Common Areas and the Common Facilities and the manner of the contribution to the Management Expenses set out above, the Manager may charge that expenditure directly to that Owner or those Owners in such proportion as it may reasonably determine.

The Owners of the Residential Units shall bear part of the expenditure incurred in the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities, in such proportion as the Manager shall determine by reference to the proportion of the number of the Residential Car Parking Space for Disabled Persons bears to the total numbers of the Car Parks, the Commercial Car Parking Space for Disabled Persons and the Residential Car Parking Space for Disabled Persons in the Estate.

E. Basis on which the management fee deposit is fixed

The management fee deposit payable in respect of each Residential Unit shall be equivalent to three (3) months’ Management Fee for that Residential Unit.

F. Area in the Development retained by the Owner (Urban Renewal Authority) for that Owner’s own use

There is no area in the Development which is retained by the Owner (i.e. Urban Renewal Authority) for that Owner’s own use as referred to in paragraph 14(2)(f) of Part I of Schedule 1 to the Residential Properties (First-hand Sales) Ordinance.

Note:  
Unless otherwise defined in this sales brochure, capitalized terms used in this Summary of Deed of Mutual Covenant shall have the same meaning of such terms in the DMC.



# 批地文件的摘要 Summary of land grant

1. 發展項目位於新九龍內地段第6506號之餘段（「**該地段**」）。
2. 該地段是按照2015年3月27日訂立之換地條件第20250號（「**批地文件**」）獲政府批租。該地段的批租年期為50年，由2015年3月27日開始。

### 3. 用途限制

批地文件特別條款第(10)條

「該地段或其任何部分或任何在該地段上已興建或擬興建的建築物或其任何部分不得用作非工業（不包括倉庫、酒店及加油站）用途以外的任何其他用途。」

### 4. 承批人須彌償

批地文件一般條款第4條

「就所有因違反此等批地條款或地政總署署長（下稱「署長」，其意見為最終並對承批人有約束力）認為因使用該地段或發展或重新發展該地段或其任何部分或任何於該地段進行之活動或任何由承批人於該地段所進行的工程所致毗鄰或毗連土地或該地段的任何損毀、泥土及地下水污染（不論該等使用、發展或重新發展、活動或工程是否符合或違反此等批地條款），承批人在此須彌償政府並使其得到彌償。」

### 5. 保養

批地文件一般條款第6條

- 「(a)承批人須於整個批租期內根據此等批地條款（按一般條款第12條所定義）進行建造或重建工程（本詞指本一般條款第(b)分條所述的重新發展）：
- (i) 依照經批准的設計、布局或高度及任何經批准的建築圖則保養所有建築物，而不作任何變更或修改；及

(ii) 保養所有已興建或此後依照此等批地條款或任何其後之合約修訂條文而興建之建築物，以使其維修狀態充足及良好，以及在批租期屆滿或提前終止時以同等維修狀態交還此等建築物。
- (b) 如在批租期內任何時間拆卸該地段或其任何部分的現有建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型的一座或多座建築物或以署長批核的類型及價值之一座或多座建築物替代。如進行上述拆卸，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建造工程以作重建之同意書，並在收到該同意書的三個曆月內展開所需的重建的必要工程，並在署長指定的期限

內完成以使署長滿意。」

### 6. 私家街道、道路及巷道

批地文件一般條款第8條

「任何根據此等批地條款要求而建造的私家街道、道路及巷道必須設置於署長滿意並可能由其決定位於批租範圍內或外的位置，並須在上述的任何一種情況下於署長要求時無償交還予政府。若該等私家街道、道路及巷道已交還予政府，其鋪設表面、建造路緣、渠道（包括污水及雨水渠）、排水渠及街燈將由政府進行，費用由承批人承擔，而此後之保養則由公帑支付。若該等私家街道、道路及巷道保留為批租範圍之一部分，承批人則須自費負責其照明、鋪設表面、建造路緣、渠道及排水渠及保養，以使署長全面滿意，署長亦可以公眾利益需要為由進行或使他人進行街燈的設置及保養。承批人須承擔設置街燈的建設成本並准許工人及車輛以設置及保養街燈為目的免費進出批租範圍。」

### 7. 侵佔物

批地文件特別條款第(2)條

- 「(a)承批人確認在本協議日期當日有若干建築物及構築物（該等建築物及構築物（除本特別條款第(b)分條所定義之侵佔物）合稱為「現有建築物及構築物」）。部分現有建築物及構築物位於該地段內而部分則伸出至該地段以外的政府土地。承批人須於特別條款第(9)條所指明的日期或之前自費拆卸及移除現有建築物及構築物。政府並不會就因現有建築物及構築物的存在而引致或令承批人蒙受的所有損失、損壞、妨擾或滋擾負責或承擔任何法律責任。承批人亦就因現有建築物及構築物的存在及其後的拆卸及移除而直接或間接引致或與其有關的一切法律責任、損失、申索、費用、索求、訴訟或其他程序彌償政府並使其獲得彌償。
- (b) 在無損本特別條款第(a)分條的一般性下，承批人確認在本協議日期當日有若干構築物、空調機、空調機遮簷、排氣口、簷蓬及喉管從在土地註冊處登記為新九龍內地段第328號F分段、新九龍內地段第1024號之餘段、新九龍內地段第1025號之餘段、新九龍內地段第47號I分段之餘段的土地（合稱「毗連地段」）上興建的建築物伸出至該地段（該等構築物、空調機、空調機遮簷、排氣口、簷蓬及喉管合稱「侵佔物」），而該地段之批授亦受限於侵佔物的存在。政府並不會就侵佔物或其任何部分的物理狀況、狀態或安全性、或侵佔物的搭建、裝置或存在是否符合建築物條例及其下的規例及任何修訂法例、或侵佔物會否被拆卸、移除或糾正給予明示或隱含的保證。就侵佔物或侵佔物的存在、保養、維修、移除或拆卸或因或有關侵佔物或侵佔物的存在、保養、維修、移除或拆卸或承批人或任何其他人士對侵佔物進行的任何工程或就侵佔物針對毗連地段的註冊業主或任何其他人士提出的行為、法律程序或訴訟，政府毋須對承批人或任何其他人士負責或

承擔任何義務或法律責任。承批人須就一切直接或間接因或有關侵佔物或侵佔物的存在、保養、維修、拆卸或移除引起的一切法律責任、損失、申索、費用、索求、訴訟或其他程序彌償政府並使其獲得彌償。

- (c) 為免生疑問，侵佔物的存在及該地段之批授亦受限於侵佔物的存在之事實在任何方面均不會緩減、解除、免除、減輕或改變承批人於此等批地條款下之責任或在任何方面影響或損害政府在此等批地條款下就承批人違反、不符合、不遵守或不履行其在此等批地條款下責任之權利與補償。」

### 8. 綠色範圍

批地文件特別條款第(5)條

「(a)承批人須：

- (i) 於本協議日期起72個曆月（或署長批准的其他延長期限）內，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長全面滿意：

(I) 鋪設及平整在此夾附的圖則I內以綠色顯示的擬建未來道路範圍（下稱「**綠色範圍**」）；及

(II) 提供和建造署長以其單獨酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下合稱「**構築物**」）；

以使於綠色範圍上可以容納建築物、車輛及行人之交通；
- (ii) 於本協議日期起72個曆月（或署長批准的其他延長期限）內，自費在綠色範圍鋪設路面、建造路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道設施和道路標記，以使署長滿意；及

(iii) 自費保養綠色範圍及構築物和在該處建造、安裝及提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以使署長滿意，直至綠色範圍的管有權按照特別條款第(6)條交回政府為止。
- (b) 如承批人未能在本特別條款第(a)分條中提述的期限內完成本特別條款第(a)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。」
- 批地文件特別條款第(6)條
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批地文件的摘要 Summary of land grant

「以進行特別條款第(5)條指明的所需工程為目的，承批人將於本協議日期獲授予綠色範圍之管有權。承批人須在署長要求時將綠色範圍交還政府，而於任何情況下綠色範圍亦會被視為在署長發函說明承批人已以其滿意的方式履行此等批地條款之當日交還政府。承批人在管有綠色範圍期間應允許所有政府和公眾汽車及行人於任何合理時間進出及通行綠色範圍，並確保不會因進行工程（不論是否特別條款第(5)條下的工程）而干擾或阻礙此等通行權。」

批地文件特別條款第(7)條

「承批人不得在未經署長事先書面同意下使用綠色範圍作儲存用途或搭建任何臨時構築物或作任何進行特別條款第(5)條指明工程以外的用途。」

9. 建築規約

批地文件特別條款第(9)條

「承批人須在一切方面遵守此等批地條款及目前或任何時候在香港實施有關建築、衛生及規劃的一切法例、附例及規例的方式興建一座或多座建築物以發展該地段，並須在2021年3月31日或之前將之建成及令其適合佔用。」

10. 保育樹木

批地文件特別條款第(11)條

「未經署長事先書面同意，不得移除或干擾該地段或毗連範圍內生長的樹木。署長在發出書面同意時，可對於樹木進行移植、補償性景觀美化工程或重植，施加他認為合適的條件。」

11. 景觀美化

批地文件特別條款第(12)條

「(a)受限於特別條款第(17)(d)條，承批人須自費向署長提交園景設計圖，指明將在該地段內根據本特別條款第(b)分條所訂明的要求提供之園景美化工程的位置、布局及設計，以取得其批核。

- (b) (i) 該地段上不少於20%之範圍須種植樹木、灌木或其他植物。
- (ii) 在本特別條款第(b)(i)分條所指的20%範圍中不少於50%（下稱「**綠化範圍**」）須位處署長單獨酌情決定之位置或水平，以使行人可見或可讓進入該地段的人到達。
- (iii) 署長對何等由承批人建議的園景美化工程構成本特別條款第(b)(i)分條所指的20%範圍的決定是最終的及對承批人具有約束力。

(iv) 署長可以其單獨酌情接受承批人建議的其他非植樹景物，以代替栽種樹木、灌木或其他植物。

(c) 承批人須自費在該地段內根據已批核的園景設計圖進行園景美化工程，以使署長全面滿意。未有署長事先書面同意前，不得修訂、更改、改動、修改或以另一圖則代替已批核的園景設計圖。

(d) 承批人須於此後自費維護及保持園景美化工程至安全、清潔、整齊、整潔及健康的狀態，以使署長全面滿意。

(e) 根據此特別條款作園景美化之範圍（不包括特別條款第(19)條指明的公共休憩用地內的園景美化範圍）須被劃為並構成特別條款第(41)(a)(v)條所定義的公用地方之一部分。」

12. 現有路徑

批地文件特別條款第(14)條

「(a)承批人在此確認在此夾附的圖則I內以粉紅色加黑斜線及粉紅色加黑斜線黑圓點標記之範圍內（以下分別稱為「粉紅色加黑斜線範圍」及「粉紅色加黑斜線黑圓點範圍」）現設有路徑。

(b) 除非及直至承批人已履行特別條款第(16)(a)(i)及(16)(a)(ii)條的義務，以使署長全面滿意，即使特別條款第(10)條另有規定，承批人須：

(i) 保持及保留在粉紅色加黑斜線範圍及粉紅色加黑斜線黑圓點範圍內的現有路徑（以下合稱「**現有路徑**」），連同任何署長要求的現有暗渠、行人道或其他構築物；

(ii) 自費保養及管理署長要求的現有路徑，連同其暗渠、行人道或其他構築物，使其維修狀態良好及充足，以使署長滿意；及

(iii) 准許所有公眾人士在所有時間自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過現有路徑及在現有路徑之上進出及通過以作所有合法用途；

惟承批人可在粉紅色加黑斜線黑圓點範圍進行為符合特別條款第(16)條所需的工程。為免生疑，現有路徑不得用作本特別條款第(b)分條准許以外的任何用途。

(f) 如承批人未能完成本特別條款第(b)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。

(g) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關現有路徑

的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府並使其獲得彌償。」

13. 行人通道

批地文件特別條款第(16)條

「(a)即使特別條款第(10)及(14)(b)條另有規定，承批人須在特別條款第(9)條指明的日期（或署長批准的其他延長日期）或之前，自費以署長要求或批准的方式及物料，及按署長要求或批准的標準及設計進行以下工程，以使署長全面滿意：

(i) 鋪設、平整及表面整飾在此夾附的圖則I內以粉紅色加黑圓點標記的範圍（下稱「**粉紅色加黑圓點範圍**」）及粉紅色加黑斜線黑圓點範圍；及

(ii) 於本特別條款第(i)分條分別提及的粉紅色加黑圓點範圍及粉紅色加黑斜線黑圓點範圍建造及提供行人通道（以下合稱「**行人通道**」），連同署長以其絕對酌情要求在行人通道內的的暗渠、行人道或其他構築物。

(b) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在本特別條款第(a)(ii)分條指明的建造工程完成後及在此後的整個批租期內的所有時間自費保養及管理行人通道及根據本特別條款第(a)分條建造的該等暗渠、行人道或其他構築物，使其維修狀態充足及良好，以使署長全面滿意。

(c) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在本特別條款第(a)(ii)分條指明的建造工程完成後及在此後的整個批租期內的所有時間准許所有公眾人士自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過行人通道及在行人通道之上進出及通過以作所有合法用途。

(d) 未經署長事先書面同意，不得在行人通道上、之上、之下、以上或以內種植樹木或灌木或搭建或興建或放置任何建築物或構築物或任何建築物或構築物的支撐物（根據本特別條款第(a)分條興建的行人通道及其暗渠、行人道及其他構築物除外）。

(e) 即使本特別條款的其他分條及任何根據本特別條款第(d)分條所發出的同意書另有規定，承批人須在署長發出通知時，自費在署長指明的時限內移除或拆卸行人通道、本特別條款第(a)分條指明之暗渠、行人道或其他構築物及種植、搭建或興建或放置於行人通道或其任何部分或其上、之上、之下、以上或以內之樹木或灌木或建築物或構築物或任何建築物或構築物的支撐物，及修復行人通道或其任何部分，以使署長全面滿意。承批人現同意及聲明不得就本分條指明的移除、拆卸或修復工程對政府或署長索償。



- (f) 為免生疑，行人通道不得用作根據本特別條款第(b)分條的保養用途、根據本特別條款第(c)分條的公共通行用途及根據本特別條款第(g)分條提供的通行用途以外的任何用途。
- (i) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關行人通道的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府、署長及其官員、承辦商及代理人及任何獲其授權人士並使他們獲得彌償。
- (j) 如承批人未能完成本特別條款第(a)、(b)及(c)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。」

14. 粉紅色加藍斜線範圍

批地文件特別條款第(17)條

- 「(a)即使特別條款第(10)條另有規定，承批人須在特別條款第(9)條指明的日期(或署長批准的其他延長日期)或之前，自費以署長要求或批准的方式及物料，及按署長要求或批准的標準、高度、定綫及設計進行以下工程，以使署長全面滿意：
  - (i) 鋪設、平整及表面整飾在此夾附的圖則I內以粉紅色加藍斜線標記的範圍(下稱「**粉紅色加藍斜線範圍**」)；及
  - (ii) 建造及提供行人通道，連同其他署長以其單獨酌情要求在粉紅色加藍斜線範圍的暗渠、行人道或其他構築物。
- (b) 即使特別條款第(10)條另有規定，承批人須在批租期內的所有時間自費管理及保養整個或仍由承批人管有之部分粉紅色加藍斜線範圍(在本特別條款第(a)(ii)分條指明的建築工程完成後將包括行人通道及根據本特別條款第(a)分條建造的暗渠、行人道或其他構築物)，使其維修狀態良好及充足，以使署長全面滿意，直至整個粉紅色加藍斜線範圍按本特別條款第(h)分條歸還予政府為止。
- (c) 即使特別條款第(10)條另有規定，承批人須在本特別條款第(a)分條提述的建造工程以署長滿意的方式完成之後，並在根據本特別條款第(h)分條歸還整個粉紅色加藍斜線範圍或其一個或多個部分之前，准許所有公眾人士在所有時間自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過仍由承批人管有的粉紅色加藍斜線範圍內的行人通道及在仍由承批人管有的粉紅色加藍斜線範圍內的行人通道之上進出及通過以作所有合法用途。
- (d) 不得在粉紅色加藍斜線範圍或其上、之上、之下、以上或以內種

- 植樹木或灌木或搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物(本特別條款第(a)分條提述的行人通道及暗渠、行人道及其他構築物除外)。
- (e) 為免生疑，粉紅色加藍斜線範圍除用作根據本特別條款第(b)分條的保養用途、根據本特別條款第(c)分條的公共通行用途及根據本特別條款第(f)分條提供的通行用途外，不得用作任何用途。
- (h) 承批人須在署長發出通知時自費歸還及交還粉紅色加藍斜線範圍或其任何一個或多個署長以其單獨酌情指明的部分之空置管有權予政府，而不受產權負擔影響(包括但不限於任何特別條款第(39)(d)條提述並包括粉紅色加藍斜線範圍在內的該地段的建築按揭)，政府毋須向承批人作出任何付款或補償。惟政府並無任何義務接受承批人有關歸還及交還粉紅色加藍斜線範圍管有權的請求，但政府可以其認為適合的情況下接受。土地交還契據須為署長批准的格式。
- (i) 即使特別條款第(39)條另有規定，在整個粉紅色加藍斜線範圍根據本特別條款第(h)分條歸還政府前，承批人不得把該地段或其任何部分或其任何權益或任何在該地段上已興建或擬興建的一座或多座建築物轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為，除非及直至承批人自費把粉紅色加藍斜線範圍從該地段分割，以使署長滿意。惟本第(i)分條不適用於根據特別條款第(39)(d)條並包括粉紅色加藍斜線範圍在內的該地段的建築按揭、根據特別條款第(27)條的政府樓宇之轉讓及根據特別條款第(29)條的政府樓宇的管有權之交還。在該等地段分割前，承批人須自費向署長提交地段分割文件，以取得其書面批准。
- (j) 即使特別條款第(39)條另有規定，承批人不得把粉紅色加藍斜線範圍或其任何部分或其任何權益轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為。惟本特別條款第(j)分條不適用於根據本特別條款第(h)分條有關歸還粉紅色加藍斜線範圍予政府或根據特別條款第(39)(d)條並包括粉紅色加藍斜線範圍在內的該地段的建築按揭。
- (m) 如承批人未能完成本特別條款第(a)及(b)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。
- (n) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關粉紅色加藍斜線的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府並使其獲得彌償。」

15. 私人休憩用地

批地文件特別條款第(18)條

- 「(a)承批人須在特別條款第(9)條指明的日期(或署長批准的其他延長日期)或之前，自費以署長要求的方式及設計及按署長要求的物料及標準，在該地段內的興建、建造、平整及提供不少於2,540平方米的休憩用地及署長要求的服務、設備、設施、植物及園景裝飾作康樂用途(以下合稱「**私人休憩用地**」)，以使署長全面滿意。
- (b) 承批人須在批租期內的所有時間自費維持、保養及管理私人休憩用地，以使其維修狀態良好及充足，以及達至安全、清潔、整齊、整潔及健康的狀態，以使署長全面滿意。
- (c) 私人休憩用地除供在該地段已興建的一座或多座建築物之所有住客及佔用人及其真正訪客作康樂用途的共用與共享外，不得用作任何其他用途。
- (d) 私人休憩用地須被劃為並構成特別條款第(41)(a)(v)條指明的公用地方之一部分。」

16. 公共休憩用地

批地文件特別條款第(19)條

- 「(a)承批人須在特別條款第(9)條指明的日期(或署長批准的其他延長日期)或之前，自費以署長要求的位置及水平、以其要求的方式及設計，並按其要求的物料及標準，在C地盤內興建、建造、平整及提供不少於1,500平方米的公共休憩用地及署長要求的服務、植物、設備、設施及園景裝飾作康樂用途(以下合稱「**公共休憩用地**」)，以使署長全面滿意。公共休憩用地須面向海壇街及通州街。
- (b) 承批人須在批租期內的所有時間自費維持、保養及管理公共休憩用地，以使其維修狀態良好及充足，以及達至安全、清潔、整齊、整潔及健康的狀態，以使署長全面滿意。
- (c) 承批人須在本特別條款第(a)分條提述的工程完成後及在此後的所有時間自費保養公共休憩用地及准許所有公眾人士在日夜所有時間或署長以其單獨酌情要求的時段內免費及不受干擾地通往、使用及享用公共休憩用地。公共休憩用地除供所有公眾人士以上述形式作康樂用途外，不得用作任何其他用途。
- (d) 即使特別條款第(39)條另有規定，承批人不得把該地段或其任何部分或其任何權益或任何在該地段上已興建或擬興建的一座或多座建築物轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為，除非及直至承批人已根據特別條款第(41)(a)(xi)條在公契(按特別條款第(41)(a)(i)條所定



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義) 內將該地段之不可分割份數分配至公共休憩用地，惟本第(d)分條不適用於根據特別條款第(39)(d)條並包括公共休憩用地在內的該地段的建築按揭。

(e) 即使特別條款第(39)條另有規定，承批人不得把公共休憩用地及其獲分配的不可分割份數或其任何部分或其任何權益轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為。惟本第(e)分條不適用於根據特別條款第(39)(d)條並包括公共休憩用地在內的該地段的建築按揭。

(j) 就本特別條款而言，「承批人」一詞不包括承批人的受讓人。」

17. 政府樓宇及物件

批地文件特別條款第(20)條

[(a)承批人須以良好工藝的方式，根據在此夾附的工程規格附表(下稱「**工程規格附表**」)及按特別條款第(21)(a)條批准的圖則，自費於A地盤內搭建、興建及提供以下樓宇，以使署長全面滿意：

- (i) 一所淨作業樓面面積不少於345平方米的特殊幼兒中心，及淨作業樓面面積不少於166平方米的早期教育及訓練中心；
- (ii) 一所淨作業樓面面積不少於303平方米的長者日間護理中心；
- (iii) 一所淨作業樓面面積不少於132.1平方米的長者鄰舍中心；
- (iv)(I) 一個12米長、3.5米闊及淨空高度最少3.8米的停車位，以供停泊與本特別條款第(a)(i)、(a)(ii)及(a)(iii)分條述明的樓宇有關之汽車；及
- (II) 兩個7.6米長、3.0米闊及淨空高度最少3.0米的停車位，以供停泊與本特別條款第(a)(i)、(a)(ii)及(a)(iii)分條述明的樓宇有關之汽車

該等樓宇須於特別條款第(9)條指明的日期或之前完成及適合佔用及運作（該等樓宇包括任何其他署長以其絕對酌情決定（其決定是最終的及對承批人具有約束力）予該等樓宇專用的範圍、設施、服務及裝置合稱「**政府樓宇**」）。就本特別條款而言，工程規格附表的詮釋須由署長決定，而其決定是最終的及對承批人具有約束力。

(b) 即使特別條款第(10)條另有規定，政府在此保留在任何時候以其絕對酌情修改或變更政府樓宇或其任何部分之用途的權利。」

批地文件特別條款第(27)條

[(c)以特別條款第(2)、(14)、(16)、(17)、(18)、(19)及(58)條為目的，

「承批人」一詞不包括財政司司長法團。就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於任何上述特別條款下之責任之作為或不作為的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償財政司司長法團並使其獲得彌償。」

批地文件特別條款第(30)條

[(a)在不影響特別條款第(31)條的規定下，承批人須在特別條款第(31)(a)(ii)條提述的欠妥之處的修理責任期結束前的任何時候自費保養政府樓宇及該處各屋宇裝備裝置，以保持其狀態良好及使署長全面滿意。

(b) 就本特別條款而言，「承批人」一詞不包括承批人的受讓人。」

批地文件特別條款第(33)條

[(a)承批人應在整個批租期內自費保養以下物件(下稱「**物件**」)，以使署長全面滿意，惟受限於任何特別條款第(41)(a)(xii)(I)條中提述由財政司司長法團作出的供款:-

- (i) 政府樓宇的外部飾面及政府樓宇的、內、周圍、以內、以上及以下之所有牆、柱、樑、天花、天台樓板、行車道或樓板的結構及任何其他結構組件；
- (ii) 所有供政府樓宇及該地段其餘發展項目使用的電梯、自動扶梯和樓梯；
- (iii) 構成供政府樓宇及該地段其餘發展項目使用之系統一部分的所有屋宇裝備裝置、機器及設備(包括但不限於手提式及非手提式消防裝置與設備)；及
- (iv) 所有其他供政府樓宇及該地段其餘發展項目使用的公用部分及設施。

(b) 承批人須對因其未能保養物件而引致的所有責任、損壞、開支、申索、費用、收費、索償、法律行動或司法程序彌償政府和財政司司長法團及使其得到彌償。

(c) 就本特別條款而言，「承批人」一詞不包括財政司司長法團。」

18. 康樂設施

批地文件特別條款第(35)條

[(a)承批人可在該地段搭建、興建及提供經署長書面批准的康樂設施及附屬設施(下稱「**設施**」)。設施的類型、大小、設計、高度和

布局須事先獲得署長書面批准。

(b) 以計算特別條款第(13)(c)(i)、(13)(c)(ii)(I)、(13)(c)(ii)(II)、(13)(c)(ii)(III)及(13)(d)條分別規定的總樓面面積為目的，受限於特別條款第(60)(d)條之規定，如根據本特別條款第(a)分條於該地段提供的設施的任何部分是供已興建或擬興建於該地段的一座或多座住宅大廈的住客及其真正訪客共用與共享，該部分不會計算在內，而署長認為並非作此用途的設施的其餘部分則會計算在內。

(c) 如設施的任何部分根據本特別條款第(b)分條獲豁免計入總樓面面積(下稱「**獲豁免設施**」)：

- (i) 獲豁免設施須被劃為並構成特別條款第(41)(a)(v)條所指的公用地方之一部分；
- (ii) 承批人須自費以良好及維修充足的狀態保養及運作獲豁免設施，以使署長滿意；及
- (iii) 獲豁免設施只可供已興建或擬興建於該地段上之一座或多座住宅大廈的住客及其真正訪客使用，而非其他人士。」

19. 停車、上貨及落貨要求

批地文件特別條款第(44)條

[(a)(i) 該地段內須提供停車位以供停泊根據《道路交通條例》及其下的規例或任何修訂法例領有牌照而又屬於該地段已興建或擬興建的一座或多座建築物內住宅單位之住客及其真正賓客、訪客或被邀請人之汽車(下稱「**住宅停車位**」)，以使署長滿意。除非署長同意採用與下表不同的比率或住宅停車位數目，否則須根據下表列明之比率，並參照在該地段內已興建或擬興建的住宅單位的尺寸計算：

每個住宅單位的尺寸	須設的住宅停車位數目
少於40平方米	每48個住宅單位或其部分，設1個住宅停車位
不少於40平方米但少於70平方米	每32個住宅單位或其部分，設1個住宅停車位
不少於70平方米但少於100平方米	每16個住宅單位或其部分，設1個住宅停車位
不少於100平方米但少於160平方米	每16個住宅單位或其部分，設1個住宅停車位
不少於160平方米	每16個住宅單位或其部分，設1個住宅停車位

(iii) 該地段內須提供額外停車位以停泊按《道路交通條例》、其任何附屬規例及修訂法例領有牌照並屬於該地段上已興建或將





- 興建的一座或多座建築物內住宅單位之住客之真正賓客、訪客或獲邀請者的汽車，以使署長滿意，每座在該地段內已興建或擬興建設有多於75個住宅單位的住宅大廈須設一個停車位（或按署長批准的其他比率），惟最少須在該地段內提供2個該等停車位。
- (iv) 根據本特別條款第(a)(i)及(a)(iii)分條提供的停車位（可根據特別條款第(46)條予以變更）不得用於該等條款分別訂明的用途以外的任何用途，尤其是該等停車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供車輛清潔及美容服務。
- (b) (i) 除非署長同意使用另一個比率，該地段內須按下述比率提供停車位，以供停泊汽車，以使署長滿意：
- (I) 就該地段內已興建或擬興建用作辦公室用途的一座或多座建築物的首15,000平方米總樓面面積，每1,000平方米或其部分，須設一個停車位；而就其餘用作以上用途的總樓面面積，則每2,000平方米或其部分須設一個停車位；及
- (II) 就該地段內已興建或擬興建用作非工業用途（不包括住宅、辦公室、酒店、倉庫、加油站及政府產業）的一座或多座建築物的每400平方米總樓面面積或其部分，須設一個停車位。
- (iii) 根據本特別條款第(b)(i)(I)及(b)(i)(II)分條提供的停車位（可根據特別條款第(46)條予以變更），除了供停泊按《道路交通條例》、其任何附屬規例及修訂法例領有牌照並屬於該地段上已興建或擬興建的一座或多座作上述條款分別訂明的用途的建築物之佔用人或其真正賓客、訪客或獲邀請者的汽車之外，不得用於任何其他用途，尤其是該等停車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供車輛清潔及美容服務。
- (c) (i) 在根據本特別條款第(a)(i)、(a)(iii)、(b)(i)(I)及(b)(i)(II)分條（可根據特別條款第(46)條變更）提供的停車位之中，承批人須按建築事務監督的要求和批准預留及劃出部分停車位供《道路交通條例》、其任何附屬規例及修訂法例定義的傷殘人士停泊汽車（此等預留及劃出的停車位以下稱「**傷殘人士停車位**」）。
- (ii) 傷殘人士停車位不得用於由《道路交通條例》、其任何附屬規例及修訂法例定義的傷殘人士停泊屬於該地段上已興建或擬興建的一座或多座建築物的住戶或佔用人或其真正賓客、訪客或獲邀請者的汽車以外的任何用途（視屬本特別條款第(a)(i)、(a)(iii)及(b)(iii)分條中何者的情況而定），尤其是該等停車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供車輛清潔及美容服務。
- (iii) 傷殘人士停車位須位處於署長書面批准的位置及水平。

- (d) (i) 除非署長同意另一個停車位數目，該地段內須提供12個停車位（可根據特別條款第(46)條予以變更）以供停泊根據《道路交通條例》、其任何附屬規例及修訂法例領有牌照之電單車，以使署長滿意；
- (ii) 根據本特別條款第(d)(i)分條提供的停車位之中，其中6個停車位（下稱「**住宅電單車停車位**」）除了供停泊根據《道路交通條例》、其任何附屬規例及修訂法例領有牌照並屬於該地段已興建或擬興建的一座或多座建築物之住宅單位住客及其真正賓客、訪客或被邀請人之電單車以外，不得用於任何其他用途，尤其是該等停車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供車輛清潔及美容服務。
- (iii) 其餘根據本特別條款第(d)(i)分條提供的停車位，除了供停泊根據《道路交通條例》、其任何附屬規例及修訂法例領有牌照並屬於該地段已興建或擬興建作本特別條款第(b)(i)(I)及(b)(i)(II)分條分別訂明的用途的一座或多座建築物之佔用人及其真正賓客、訪客或被邀請人之電單車外，不得用於任何其他用途，尤其是該等停車位不得用於儲存、展示或展覽汽車以供出售或其他用途或用於提供車輛清潔及美容服務。」
- 批地文件特別條款第(45)條
- 「(a) 該地段內須按下述比率提供停車位，以供貨車裝卸貨物之用，以使署長滿意：
- (i) 就該地段內已興建或擬興建用作私人住宅用途的一座或多座建築物，須提供4個停車位；
- (ii) 就該地段內已興建或擬興建用作辦公室用途的一座或多座建築物，每3,000平方米總樓面面積或其部分須設一個停車位；及
- (iii) 就該地段內已興建或擬興建用作非工業用途（不包括住宅、辦公室、酒店、倉庫、加油站及政府樓宇）的一座或多座建築物，每1,500平方米總樓面面積或其部分須設一個停車位。

- (b) 根據本特別條款第(a)(i)、(a)(ii)及(a)(iii)分條（可分別根據特別條款第(46)條變更）於A地盤及B地盤提供的每個停車位，應為3.5米闊及11.0米長，淨空高度最少4.7米，或其他署長批准的大小。最少百分之五十根據本特別條款第(a)(i)、(a)(ii)及(a)(iii)分條（可分別根據特別條款第(46)條變更）於C地盤提供的停車位，應為3.5米闊及11.0米長，淨空高度最少4.7米，而其餘的停車位應為3.5米闊及7.0米長，淨空高度最少3.6米。惟署長可絕對酌情上調或下調停車位數目至整數。此等停車位除供與該已興建或擬興建的一座或多座建築物相關的貨車裝卸貨物外，不得作任何其他用途。」

批地文件特別條款第(46)條

- 「(a) 即使特別條款第(44)(a)(i)、(44)(a)(iii)、(44)(b)(i)(I)、(44)(b)(i)(II)、(44)(d)(i)、(45)(a)(i)、(45)(a)(ii)及(45)(a)(iii)條另有規定，承批人可增加或減少上述特別條款所要求提供的停車位數目不多於百分之五，惟增加或減少的停車位總數不得超過50個。
- (b) 除本特別條款第(a)分條外，承批人（在不計算本特別條款第(a)分條所計算的停車位的情況下）可增加或減少特別條款第(44)(a)(i)及(44)(d)(i)條所要求提供的停車位數目不多於百分之五。」

批地文件特別條款第(48)條

- 「(a) 即使此等批地條款已獲遵從及遵守並使署長滿意，住宅停車位及住宅電單車停車位不得：
- (i) 轉讓，除非：
- (I) 連同賦予就該地段上已興建或擬興建的一座或多座建築物的一個或多個住宅單位的獨家使用及管有權的不可分割份數一併轉讓；或
- (II) 予一名已擁有賦予就該地段上已興建或擬興建的一座或多座建築物的一個或多個住宅單位的獨家使用及管有權的不可分割份數的人士；或
- (ii) 出租，除非租予原本已是該地段上已興建或擬興建的一座或多座建築物的一個或多個住宅單位的住客。

惟在任何情況下，不得把合共超過3個住宅停車位及住宅電單車停車位轉讓予該地段上已興建或擬興建的一座或多座建築物的任何一個住宅單位的業主或出租予任何一個住宅單位的住客。

- (b) 即使本特別條款第(a)分條另有規定，承批人可在事先獲得署長書面同意下，以整體方式轉讓所有住宅停車位及住宅電單車停車位，惟該轉讓只可予承批人的全資附屬公司。
- (c) 本特別條款第(a)分條不適用於以整體方式轉讓、轉租、按揭或押記該地段。
- (d) 本特別條款第(a)及(b)分條不適用於傷殘人士停車位。」

批地文件特別條款第(49)條

「根據特別條款第(44)(a)(iii)條及(45)條（可分別根據特別條款第(46)條變更）提供的停車位及傷殘人士停車位須被劃為並構成公用地方之一部分。」



批地文件特別條款第(50)條

「須向署長備存一份經署長批准並標示所有根據特別條款第(44)及(45)條(可分別根據特別條款第(46)條變更)提供的停車位、上貨及落貨車位設計的圖則，或經認可人士(按建築物條例及其下的任何規例及修訂法例定義)核證的該圖則的副本。為免生疑問，該經署長批准及如此備存的設計圖則不須標示該等根據特別條款第(20)(a)(iv)(I)及(20)(a)(iv)(II)條提供的停車位。在如此備存之前，不得作出任何影響該地段或其任何部分或任何在該地段上已建或擬建的建築物的交易(為特別條款第(39)(c)條下租賃所訂立的租約、根據特別條款第(17)(h)條所作的交還、特別條款第(27)條下有關政府樓宇的轉讓、特別條款第(29)條政府樓宇管有權的交付及特別條款第(39)條下的建築按揭或其他署長可能批准的交易除外)。在該經批准圖則中標示的停車位及上貨及落貨車位不得用作分別於特別條款第(44)及(45)條指明用途以外的任何用途。承批人須按照該經批准圖則保養停車位及上貨及落貨車位及其他地方(包括但不限於升降機、梯台、調動區及通道地方)，並不得在沒有署長事先書面同意下改動設計。除該經批准圖則上標示的停車位及根據特別條款第(20)(a)(iv)(I)及(20)(a)(iv)(II)條提供的停車位外，該地段或其上之任何建築物或構築物不得用作停車用途。」

20. 削土工程

批地文件特別條款第(52)條

- (a) 如該地段或任何政府土地內現時或以往曾進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程，不論事前是否獲署長書面同意，而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造現時或將來不時需要的該等斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何相鄰或毗鄰的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在協定的整個批租年期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保持其良好充足的維修狀態，以使署長滿意。
- (b) 本特別條款第(a)分條的規定無損政府在此等批地條款尤其是特別條款第(51)條中的權利。
- (c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致在任何時間內發生任何滑土、山泥傾瀉或地陷(不論發生在或源自任何該地段內的土地或源於任何毗連或毗鄰政府或已批租土地)，承批人須自費將之回復原貌及修復，以使署長滿意，並承諾向政府、其代理人及承辦商彌償因此等滑土、山泥傾瀉或地陷而引致其蒙受或招致的任何費用、支出、損失、索償及申索。

- (d) 除此等批地條款內訂明有關違反此等批地條款而賦予的任何權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處回復原貌及修復。如承批人忽略或沒有於指明時間內履行該通知內的要求，署長可立即執行及展開所須的工程而承批人須在收到通知要求後向政府償還相關的成本與及任何行政或專業費用和支出。」

21. 不准使用碎石機

批地文件特別條款第(53)條

「未經署長事先書面批准，不准在該地段使用碎石機。」

22. 保養地錨

批地文件特別條款第(54)條

「如該地段或其任何部分於發展或重新發展時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費進行定期保養和定期監察，以使署長滿意。承批人並須按署長不時絕對酌情的要求下，提供所有監察工程的報告及資料。如承批人忽略或未能執行指定的監察工程，署長可立即執行及展開該監察工程，而承批人須於應政府要求時償還有關的費用。」

23. 廢土或泥石

批地文件特別條款第(55)條

- (a) 如有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料(下稱「廢物」)侵蝕、沖下或傾倒於公共巷道或道路，或排入或至道路下水道、前灘、海床、污水管、雨水渠或明渠或其他政府物業(下稱「政府物業」)，承批人須自費移除廢物，並修復對政府物業造成的損毀。承批人須就任何因該等廢物的侵蝕、沖下或傾倒而導致私人物業蒙受損毀或滋擾所引起的所有法律行動、申索及索償向政府作出彌償。
- (b) 即使本特別條款第(a)分條另有規定，署長可(但無責任必須)在承批人要求時移除廢物，並修復對政府物業造成的損毀，承批人須在要求下向政府支付有關費用。」

24. 對服務設施的損害

批地文件特別條款第(56)條

「承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，尤其是進行建造、保養、更新或修理工程(下稱「工程」)時，以免損害、干擾或阻礙該地段或其任何部分、綠色範圍或同時於該

地段或其任何部分與綠色範圍之上、上面、之下或毗鄰的任何政府或其他的現有渠道、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業設施或任何其他工程或裝置(以下合稱「服務設施」)。承批人須在進行工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交計劃書，述明其建議如何處理可能受工程影響的服務設施，以獲取署長在所有方面的批准。承批人須待署長書面批准承批人的工程及計劃書後，方可展開工程。承批人須自費遵守所有署長在作出批准時施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因工程對該地段、綠色範圍或該地段或其任何部分與綠色範圍或任何服務設施造成任何損害、干擾或阻礙，承批人須自費全面地進行修理、復修及還原工程，以使署長滿意(除署長另作選擇，明渠、污水管、雨水渠、總水管之復修工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用)。若承批人未有在該地段或其任何部分、綠色範圍或該地段或其任何部分與綠色範圍或任何服務設施展開任何所需的改道、重鋪、修理、復修及還原工程，以使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、復修及還原工程，而承批人則須在政府要求時支付有關工程的費用。」

25. 建造渠道及水渠及接駁渠道及污水渠

批地文件特別條款第(57)條

- (a) 承批人須自費建造及保養該地段內或政府土地上署長認為必要的渠道及水渠，從而將落於或流於該地段上的一切暴雨或雨水收集及引導到最接近的河道、集水井、渠道或政府雨水渠，以使署長滿意。承批人須自行承擔對此等暴雨或雨水所造成的任何損害或滋擾而導致的一切法律行動、申索及索償，並向政府及其官員提供彌償。
- (b) 接駁該地段任何排水渠及污水管至已鋪設及啟用的政府雨水渠及污水管工程可由署長負責執行，而署長無須對承批人就此產生的任何損失或損害負責。承批人須按要求向政府支付此等接駁工程的成本費用。作為選擇，承批人亦可自費展開該等接駁工程以使署長滿意。在此情況下，若上述接駁工程的任何一段在政府土地內興建，其必須由承批人自費保養，直至承批人按要求移交給政府並由政府出資負責往後的保養。承批人須按要求向政府支付有關上述接駁工程的技術審查之成本費用。若承批人未能保養建於政府土地內的上述接駁工程之任何部分，署長可展開其認為需要的保養工程，而承批人須按要求向政府支付該等工程的成本費用。」

26. 水務工程專用範圍

批地文件特別條款第(58)條



- [(d)承批人確認在水務工程專用範圍內設有政府的水管、水掣、水掣井、沙井及其他水務構築物和設施(合稱「現有水管」)。政府不會就因現有水管存在所致或令承批人蒙受的任何損害、妨擾及滋擾負責或承擔法律責任，而承批人須就直接或間接因現有水管的存在所引致或與其有關的一切法律責任、申索、費用、索求、訴訟或其他法律程序彌償政府及使其得到彌償。
- (f) 在無損本特別條款第(e)分條的情況下，若承批人須遷移現有水管，承批人與向水務署署長提交建議走線供其批准，並承擔所有因遷移衍生的費用。在現有水管遷移後，於其上、之上、下、以上、之下或內鋪設新水管的該地段的一個或多個部分將被視作並構成水務工程專用範圍之一部分，而為免生疑問及除非另有指明外，在本特別條款第(g)及(h)分條下對政府水管之任何提述將包括新水管。
- (g) 承批人須按政府要求向其支付任何署長在批租期內的任何時間以其單獨酌情認為因承批人或承批人、其傭工、工人及承辦商在該地段或其上、之上、下、以上、之下或內進行的其他活動引致的損壞而必須的政府水管、水掣、水掣井、沙井、構築物及其他有關政府水管的物件之維修及重置費用，而承批人須就因此衍生的任何申索、訴訟及索求彌償政府。」

27.不允許墳墓或骨灰龕

批地文件特別條款第(62)條

「不准在該地段搭建或製作墳墓或骨灰龕，亦不能在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

備註：

1. 批地文件內提述的「承批人」一詞乃指批地文件訂明的「承批人」。若批地文件文義許可，該詞亦包括其繼承人及承讓人。
2. 批地文件內提述的「署長」一詞乃指地政總署署長。
3. 有關全部詳情，請參閱批地文件。批地文件的副本文本在售樓處的辦公時間內可供免費閱覽。
4. 根據一封地政總署九龍西區地政處於2020年7月3日發出的信件，在賣方(即市區重建局)接納該信件之條款為前提下，地政總署同意將批地文件特別條款第(5)(a)條及特別條款第(9)、(16)(a)、(17)(a)、(18)(a)、(19)(a)及(20)(a)條下提述之完工日期分別修改為2021年9月26日及2021年9月30日。賣方(即市區重建局)已於2020年7月31日接納該信件之條款。

1. The Development is constructed or to be constructed on The Remaining Portion of New Kowloon Inland Lot No.6506 (“**the lot**”).
2. The lot is held under Conditions of Exchange No.20250 dated 27 March 2015 (“**the Government Grant**”) for a term of 50 years commencing from 27 March 2015.

3. User

Special Condition No.(10) of the Government Grant

“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 and petrol filling station) purposes.”

4. Indemnity by Grantee

General Condition No.4 of the Government Grant

“The Grantee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as “the Director”, and whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.”

5. Maintenance

General Condition No.6 of the Government Grant

- “(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions (as defined in General Condition No. 12 hereof):
- (i) maintain all buildings in accordance with the approved design, disposition and height, any approved building plans without variation or modification thereto; and
  - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

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

6. Private streets, roads and lanes

General Condition No.8 of the Government Grant

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

7. Encroachment

Special Condition No.(2) of the Government Grant

- “(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures (such buildings and structures, other than the Encroachment as defined in sub-clause (b) of the Special Condition, are hereinafter referred to as “the existing buildings and structures”), and part of the existing buildings and structures is on the lot while part of them projects outside the lot over Government land. The Grantee shall on or before the date specified in Special Condition No. (9) hereof demolish and remove at his own expense the existing buildings and structures. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the existing buildings and structures and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the

presence and subsequent demolition and removal of the existing buildings and structures.

- (b) Without prejudice to the generality of sub-clause (a) of this Special Condition, the Grantee acknowledges that as at the date of this Agreement, certain structures, air-conditioning units, air-conditioning hoods, exhaust vent, canopies and pipelines protrude from the building or buildings erected on all those pieces or parcels of land registered in the Land Registry as Section F of New Kowloon Inland Lot No. 328, the Remaining Portion of New Kowloon Inland Lot No. 1024, the Remaining Portion of New Kowloon Inland Lot No. 1025 and the Remaining Portion of Section I of New Kowloon Inland Lot No. 47 (hereinafter collectively referred to as “the Adjoining Lots”) onto the lot (such structures, air-conditioning units, air-conditioning hoods, exhaust vent, canopies and pipelines are hereinafter collectively referred to as “the Encroachment”) and that the lot is granted subject to the existence of the Encroachment. The Government gives no warranty, express or implied, as to the physical condition, state or safety of the Encroachment or any part thereof, or as to whether the Encroachment was erected or installed or has remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation, or as to whether the Encroachment will be demolished, removed or rectified. The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons in respect of the Encroachment or the existence, maintenance, repair, removal or demolition of the Encroachment or for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to the Encroachment or the existence, maintenance, repair, removal or demolition of the Encroachment or the carrying out of any works by the Grantee or any other persons in relation thereto or the taking of steps or legal proceedings or actions against the registered owners or occupiers of the Adjoining Lots or any other persons in respect thereof. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the Encroachment or the existence, maintenance, repair, demolition or removal of the Encroachment.
- (c) For the avoidance of doubt, the existence of the Encroachment and the fact that the lot is hereby agreed to be granted subject to the existence of the same shall not in any way relieve the Grantee of, or release, discharge, lessen or vary, the Grantee’s obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions.”

8. Green Area

Special Condition No.(5) of the Government Grant

“(a) The Grantee shall:

- (i) within 72 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director 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 on PLAN I annexed hereto (hereinafter referred to as "the Green 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 Structures")
- so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (ii) within 72 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
  - (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (6) hereof.
- (b) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.”

Special Condition No.(6) of the Government Grant

“For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green 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 these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable

times while he is in possession of the Green Area allow free access over and along the Green 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. (5) hereof or otherwise.”

Special Condition No.(7) of the Government Grant

“The Grantee shall not without the prior written consent of the Director use the Green 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. (5) hereof.”

9. Building covenant

Special Condition No.(9) of the Government Grant

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

10. Preservation of trees

Special Condition No.(11) of the Government Grant

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

11. Landscaping

Special Condition No.(12) of the Government Grant

- “(a) Subject to Special Condition No. (17)(d) hereof, the Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Grantee.
  - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition (excluding any such landscaped area lying within the Public Open Space referred to in Special Condition No. (19) hereof) shall be designated as and form part of the Common Areas referred to in Special Condition No.(41)(a)(v) hereof.”

12.The Existing Lanes

Special Condition No.(14) of the Government Grant

- “(a) The Grantee hereby acknowledges that there are existing lanes in the areas shown coloured pink hatched black and pink hatched black stippled black on PLAN I annexed hereto (hereinafter respectively referred to as "the Pink Hatched Black Areas" and "the Pink Hatched Black Stippled Black Areas").
- (b) Unless and until the Grantee has fulfilled his obligations under Special Condition Nos. (16)(a)(i) and (16)(a)(ii) hereof in all respects to the satisfaction of the Director, notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall:
- (i) keep and retain the existing lanes in the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Areas (hereinafter collectively referred to as “the Existing Lanes”) together with any existing culverts, pavements or other structures as the Director may require;
  - (ii) at his own expense and to the satisfaction of the Director maintain and manage the Existing Lanes together with such culverts, pavements or such other structures as the Director may require in good and substantial repair and condition; and
  - (iii) at all times permit all members of the public for all lawful purposes free of charge and without any interruption to have



access to and to pass and repass on foot or by wheelchair on, along, to, from, through and over the Existing Lanes;

except that he may carry out necessary works on the Pink Hatched Black Stippled Black Areas in compliance with Special Condition No. (16) hereof. For the avoidance of doubt, the Existing Lanes shall not be used for any purpose other than those permitted in this sub-clause (b).

- (f) In the event of the non-fulfilment of the Grantee’s obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (g) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee’s obligations under this Special Condition or out of or in connection with the Existing Lanes.”

13.The Pedestrian Passage Way

Special Condition No.(16) of the Government Grant

- “(a) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards and designs as the Director shall require or approve and in all respects to the satisfaction of the Director:
  - (i) lay, form and surface the areas coloured pink stippled black on PLAN I annexed hereto (hereinafter referred to as "the Pink Stippled Black Areas") and the Pink Hatched Black Stippled Black Areas; and
  - (ii) construct and provide pedestrian passage way on the Pink Stippled Black Areas and Pink Hatched Black Stippled Black Areas as respectively referred to in sub-clause (i) of this Special Condition (hereinafter collectively referred to as "the Pedestrian Passage Way") together with such culverts, pavements or such other structures as the Director in his absolute discretion may require within the Pedestrian Passage Way.
- (b) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall upon completion of the construction works under sub-clause (a)(ii) of this Special Condition and thereafter at all times during the term hereby agreed to be granted

at his own expense maintain and manage the Pedestrian Passage Way and such culverts, pavements or such other structures constructed pursuant to sub-clause (a) of this Special Condition in good and substantial repair and condition in all respects to the satisfaction of the Director.

- (c) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall upon completion of the construction works under sub-clause (a)(ii) of this Special Condition and thereafter at all times during the term hereby agreed to be granted permit all members of the public for all lawful purposes free of charge and without any interruption to have access to pass and repass on foot or by wheelchair on, along, to, from, through and over the Pedestrian Passage Way.
- (d) Except with the prior written consent of the Director, no tree or shrub shall be planted and no building or structure or support for any building or structure or support for any building or structure (other than the pedestrian passage way and such culverts, pavements or such other structures constructed pursuant to in sub-clause (a) of this Special Condition) shall be erected or constructed or placed on, over, under, above or within the Pedestrian Passage Way.
- (e) Notwithstanding the provisions contained in the other sub-clauses of this Special Condition and any consent granted under sub-clause (d) of this Special Condition, the Grantee shall when called upon by the Director so to do, at his own expense and within the time limit specified by the Director, remove or demolish the Pedestrian Passage Way, such culverts, pavements or such other structures referred to in sub-clause (a) of this Special Condition and such tree or shrub or building or structure or support for any building or structure planted, erected or constructed or placed on, over, under, above or within the Pedestrian Passage Way or any part thereof and reinstate the Pedestrian Passage Way or any part thereof in all respects to the satisfaction of the Director. It is hereby agreed and declared that no claim for compensation shall be made by the Grantee against the Government or the Director in respect of the removal, demolition or reinstatement required under this sub-clause.
- (f) For the avoidance of doubt, the Pedestrian Passage Way shall not be used for any purpose other than for maintenance under sub-clause (b) of this Special Condition, public access in accordance with sub-clause (c) of this Special Condition and for providing the access as provided in sub-clause (g) of this Special Condition.
- (i) The Grantee hereby indemnifies and shall keep indemnified the Government, the Director and his officers, contractors and agents and any persons authorized by him from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee’s obligations under this Special Condition or out of or in connection with the Pedestrian Passage Way.

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

14.The Pink Hatched Blue Areas

Special Condition No.(17) of the Government Grant

- “(a) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended 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 require or approve and in all respects to the satisfaction of the Director:
  - (i) lay, form and surface the areas shown coloured pink hatched blue on PLAN I annexed hereto (hereinafter collectively referred to as "the Pink Hatched Blue Areas"); and
  - (ii) construct and provide pedestrian passage way together with such culverts, pavements or such other structures as the Director at his sole discretion may require within the Pink Hatched Blue Areas.
- (b) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall at all times during the term hereby agreed to be granted manage and maintain at his own expense the whole or such parts of the Pink Hatched Blue Areas (including the pedestrian passage way and such culverts, pavements or such other structures constructed pursuant to sub-clause (a) of this Special Condition upon and from the completion of the construction works provided in sub-clause (a)(ii) of this Special Condition) remaining in the possession of the Grantee in good and substantial repair and condition in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Areas has been surrendered to the Government under sub-clause (h) of this Special Condition.
- (c) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall at all times after the works referred to in sub-clause (a) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Areas or any part or parts hereof under sub-clause (h) of this Special Condition permit all members of the public for all lawful purposes free of charge and without any interruption to have access to and to pass and repass on foot or by wheelchair on, along, to, from, through and over such parts of the pedestrian passage way within the Pink Hatched Blue Areas remaining in the possession of the Grantee.
- (d) No tree or shrub shall be planted and no building or structure or

- support for any building or structure (other than the pedestrian passage way and such culverts, pavements or such other structures referred to in sub-clause (a) of this Special Condition) shall be erected or constructed or placed on, over, under, above, or within the Pink Hatched Blue Areas.
- (e) For the avoidance of doubt, the Pink Hatched Blue Areas shall not be used for any purpose other than for maintenance under sub-clause (b) of this Special Condition, public access in accordance with sub-clause (c) of this Special Condition and for providing the access as provided in sub-clause (f) of this Special Condition.
- (h) The Grantee shall at his own expense when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Areas or any part or parts thereof as the Director shall at his sole discretion specify to the Government free from encumbrances (including but not limited to any building mortgage of the lot including the Pink Hatched Blue Areas as provided in Special Condition No. (39)(d) hereof) and without any payment or compensation whatsoever by the Government to the Grantee provided always that the Government shall be under no obligation to accept the surrender and delivery of possession of the Pink Hatched Blue Areas or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. The deed or deeds of surrender shall be in such form as shall be approved by the Director.
- (i) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any interest therein or any building or part of any building erected or to be erected on the lot or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Areas to the Government pursuant to sub-clause (h) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Areas from the lot to the satisfaction of the Director provided that this sub-clause (i) shall not apply to a building mortgage of the lot including the Pink Hatched Blue Areas as provided in Special Condition No. (39)(d) hereof, the assignment of the Government Accommodation under Special Condition No. (27) hereof and the delivery of possession of the Government Accommodation under Special Condition No. (29) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (j) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Areas or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (j) shall not apply to the surrender of the Pink Hatched Blue Areas to the Government pursuant to sub-clause (h) of this Special Condition or a building mortgage of the lot including the Pink Hatched Blue Areas as provided in Special Condition No.(39)(d) hereof.

- (m) In the event of the non-fulfilment of the Grantee’s obligations under sub-clauses (a) and (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (n) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee’s obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Areas.”

15. Private Open Space

Special Condition No.(18) of the Government Grant

- “(a) The Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended date as may be approved by the Director) at his own expense erect, construct, form and provide within the lot open space of not less than 2,540 square metres at such locations and levels, with such services, equipment, facilities, plants and landscape features and in such manner and designs, with such materials and to such standards as the Director may require for recreational purposes (hereinafter collectively referred to as "the Private Open Space") in all respects to the satisfaction of the Director.
- (b) The Grantee shall at all times during the term hereby agreed to be granted at his own expense upkeep, maintain and manage the Private Open Space in good and substantial repair and in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.
- (c) The Private Open Space shall not be used for any purposes other than recreational purposes for the common use and benefit of all the residents and occupiers of the building or buildings erected on the lot and their bona fide visitors.
- (d) The Private Open Space shall be designated as and form part of the Common Areas referred to in Special Condition No. (41)(a)(v) hereof.”

16. Public Open Space

Special Condition No.(19) of the Government Grant

- “(a) The Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended date as may be approved by the Director) at his own expense erect, construct, form and provide within Site C a public open space of not less than 1,500

square metres at such locations and levels, with such services, plants, equipment, facilities and landscape features and in such manner and designs, with such materials and to such standards as the Director may require for recreational purposes (hereinafter collectively referred to as "the Public Open Space") in all respects to the satisfaction of the Director. The Public Open Space shall have direct frontage onto Hai Tan Street and Tung Chau Street.

- (b) The Grantee shall at all times during the term hereby agreed to be granted at his own expense upkeep, maintain and manage the Public Open Space in good and substantial repair and in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.
- (c) The Grantee shall upon completion of the works referred to in sub-clause (a) of this Special Condition to the satisfaction of the Director and thereafter at all times at his own expense maintain the Public Open Space and shall permit all members of the public at all times during the day and night or within such time as the Director may at his sole discretion require to have access to and to use and enjoy the Public Open Space free of charge and without any interruption. The Public Open Space shall not be used for any purpose other than recreational purposes by all members of the public in the manner as aforesaid.
- (d) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any interest therein or any building or part of any building erected or to be erected thereon or enter into any agreement so to do unless and until the Grantee has by the DMC (as defined in Special Condition No. (41)(a)(i) hereof) allocated to the Public Open Space a number of undivided shares in the lot in accordance with Special Condition No. (41)(a)(ix) hereof provided that this sub-clause (d) shall not apply to a building mortgage of the lot including the Public Open Space as provided in Special Condition No. (39)(d) hereof.
- (e) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Public Open Space and the undivided shares allocated thereto or any part thereof or any interest therein or enter into any agreement so to do provided that is sub-clause (e) shall not apply to a building mortgage of the lot including the Public Open Space as provided in Special Condition No. (39)(d) hereof.
- (j) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

17. Government Accommodation and Items

Special Condition No.(20) of the Government Grant



“(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within Site A, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (21) (a) hereof, the following accommodation:-

- (i) A special child care centre with a net operation floor area of not less than 345 square metres cum early education and training centre with a net operation floor area of not less than 166 square metres;
- (ii) a day care centre for elderly with a net operation floor area of not less than 303 square metres;
- (iii) a neighbourhood elderly centre with a net operation floor area of not less than 132.1 square metres;
- (iv) (I) one space measuring 12 metres in length and 3.5 metres in width with a minimum headroom of 3.8 metres for the parking of motor vehicles in connection with the accommodation specified in sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition; and  
(II) two spaces each measuring 7.6 metres in length and 3.0 metres in width with a minimum headroom of 3.0 metres for the parking of motor vehicles in connection with the accommodation specified in sub-clauses (a)(i),(a)(ii) and (a)(iii) of this Special Condition

all to be completed and made fit for occupation and operation on or before the date specified in Special Condition No. (9) hereof (which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) is hereinafter collectively referred to as "the Government Accommodation"). For the purpose of this Special Condition, the interpretation of the Technical Schedule shall be as determined by the Director whose determination in this respect shall be final and binding upon the Grantee.

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof notwithstanding the provision contained in Special Condition No. (10) hereof.”

Special Condition No.(27) of the Government Grant

“(e) For the purpose of Special Condition Nos. (2), (14), (16), (17), (18), (19) and (58) hereof, the expression “Grantee” shall exclude F.S.I. The Grantee hereby indemnifies and shall keep indemnified F.S.I. from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection

with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee’s obligations under any of the aforesaid Special Conditions.”

Special Condition No.(30) of the Government Grant

“(a) Without prejudice to the provisions of Special Condition No.(31) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No. (31)(a)(ii) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns.”

Special Condition No.(33) of the Government Grant

“(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (41)(a)(xii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items") :-

- (i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
- (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
- (iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and
- (iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition only, the expression "Grantee" shall exclude F.S.I.”

18. Recreational facilities

Special Condition No.(35) of the Government Grant

“(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the respective total gross floor areas stipulated in Special Condition Nos. (13)(c)(i), (13)(c)(ii)(I), (13)(c)(ii)(II), (13)(c)(ii)(III) and (13)(d) hereof, subject to Special Condition No. (60)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculations.

(c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):

- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (41)(a)(v) hereof;
- (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.”

19. Parking, loading and unloading requirements

Special Condition No.(44) of the Government Grant

“(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number of the Residential Parking Spaces different from those set out in the table below:





Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 48 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 32 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 16 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 16 residential units or part thereof
Not less than 160 square metres	One space for every 16 residential units or part thereof

- (iii) Additional 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 bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot at a rate of 1 space for every block of residential units containing more than 75 residential units erected or to be erected on the lot or at such other rates as may be approved by the Director provided that a minimum of two spaces shall be provided.
- (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (46) hereof) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate:
- (I) one space for every 1,000 square metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and one space for every 2,000 square metres or part thereof of the remaining gross floor area to be used for such purpose; and
- (II) one space for every 400 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown, petrol filling station and Government Accommodation) purposes.

- (iii) The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (46) hereof) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i), (a)(iii), (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be varied under Special Condition No. (46) hereof), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve.
- (ii) 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 the occupiers of the building or buildings erected or to be erected on the lot or their bona fide guests, visitors or invitees (as the case may be in accordance with sub-clauses (a)(i), (a)(iii) and (b)(iii) of this Special Condition) and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) The Parking Spaces for the Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.
- (d) (i) 12 spaces shall be provided within the lot (as may be varied under Special Condition No. (46) hereof) 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, unless the Director consents to another number of spaces;
- (ii) 6 spaces out of the spaces provided under sub-clause(d)(i) of this Special Condition (hereinafter referred to as "the Residential Motor Cycle Parking Spaces") shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees

and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (iii) the remaining spaces provided under sub-clause (d)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in sub-clauses(b)(i)(I) and (b)(i)(II) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.”

Special Condition No.(45) of the Government Grant

- “(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
- (i) 4 spaces for the building or buildings erected or to be erected on the lot to be used for private residential purpose;
- (ii) one space for every 3,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
- (iii) one space for every 1,500 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown, petrol filling station and Government Accommodation) purposes.
- (b) Each of the spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (46) hereof) within Site A and Site B shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres or such other dimensions as the Director may approve. At least fifty percent of the spaces provided under sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (46) hereof) within Site C shall each measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and the remaining spaces so provided shall each measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres provided further that the Director may at his absolute discretion round up or round down the respective numbers of spaces to a whole number. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.”

Special Condition No.(46) of the Government Grant

- “(a) Notwithstanding Special Condition Nos. (44)(a)(i), (44)(a)(iii), (44)(b)(i)(I), (44)(b)(i)(II), (44)(d)(i), (45)(a)(i), (45)(a)(ii) and (45)(a)(iii) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of spaces required to be provided under Special Condition Nos. (44)(a)(i) and (44)(d)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.”

Special Condition No.(48) of the Government Grant

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

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons.”

Special Condition No.(49) of the Government Grant

“The spaces provided within the lot in accordance with Special Condition Nos. (44)(a)(iii) and (45) hereof (as may be respectively varied under Special Condition No. (46) hereof) and the Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.”

Special Condition No.(50) of the Government Grant

“A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos. (44) and (45) hereof (as may be respectively varied under Special Condition No. (46) hereof), or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. For the avoidance of doubt, the said layout plan as approved by the Director and so deposited shall not indicate the layout of those parking spaces provided under Special Condition Nos. (20)(a)(iv)(I) and (20)(a)(iv)(II) hereof. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (39)(c) hereof, the surrender made pursuant to Special Condition No. (17)(h) hereof, the assignment of the Government Accommodation under Special Condition No. (27) hereof, the delivery of possession of the Government Accommodation under Special Condition No. (29) hereof and a building mortgage under Special Condition No. (39)(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 said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (44) and (45) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan and the spaces provided in accordance with Special Condition Nos. (20)(a)(iv)(I) and (20)(a)(iv)(II) hereof, no part of the lot or any building or structure thereon shall be used for parking purposes.”

20. Cutting away

Special Condition No.(52) of the Government Grant

“(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works,

retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (51) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.”

21. No Rock crushing

Special Condition No.(53) of the Government Grant

“No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.”

22. Anchor maintenance

Special Condition No.(54) of the Government Grant

“Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction



of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.”

23. Spoil or debris

Special Condition No.(55) of the Government Grant

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

24. Damage to Services

Special Condition No.(56) of the Government Grant

“The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "**the Works**"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as "**the Services**"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his

own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.”

25. Construction of drains and channels & Connecting drains and sewers

Special Condition No.(57) of the Government Grant

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

26. Waterworks Reserve Area

Special Condition No.(58) of the Government Grant

- “(d) The Grantee acknowledges that there are Government water mains, valves, valve pits, chambers and other waterworks structures and

facilities within the Waterworks Reserve Area (hereinafter collectively referred to as “the Existing Water Mains”). The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Existing Water Mains and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Water Mains.

- (f) Without prejudice to sub-clause (e) of this Special Condition, if relocation of the Existing Water Mains is required by the Grantee, the Grantee shall submit the proposed routing to the Director of Water Supplies for his approval and shall bear all costs arising out of the relocation. Upon relocation of the Existing Water Mains, such part or parts of the lot on, over, under, above, below or within which the new water mains are laid shall be deemed to be included as and shall form part of the Waterworks Reserve Area and for the avoidance of doubt and unless otherwise stated, any reference to Government water mains in sub-clauses (g) and (h) of this Special Condition shall include the new water mains.
- (g) The Grantee shall pay to the Government on demand the cost of repair and reinstatement to any Government water mains, valves, valve pits, chambers or structures and the like relating to the Government water mains which the Director at his sole discretion may consider necessary at any time during the term hereby agreed to be granted as a result of damage caused by the Grantee or other activities carried out on, over, under, above, below or within the lot by the Grantee, its servants, workmen and contractors and the Grantee shall indemnify the Government against any such claim, action or demand arising therefrom.”

27.No grave or columbarium

Special Condition No.(62) of the Government Grant

“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.”

Note:

1. The reference to the “Grantee” in the Government Grant means the Grantee under the Government Grant and where the context so admits or requires includes its successors and assigns.
2. The reference to the “Director” in the Government Grant means the Director of Lands.
3. For full details, please refer to the Government Grant and a copy of the Government Grant is available for inspection free of charge during opening hours at the sales office.
4. Pursuant to a letter dated 3 July 2020 issued by the District Lands Office / Kowloon West, Lands Department, subject to the acceptance of the terms of the letter by the Vendor (i.e. Urban Renewal Authority), the completion dates in Special Condition No. (5)(a) and Special Condition Nos. (9), (16) (a), (17)(a), (18)(a), (19)(a) and (20)(a) of the Government Grant will be amended to 26 September 2021 and 30 September 2021 respectively. The Vendor (i.e. Urban Renewal Authority) has accepted the terms of the letter on 31 July 2020.



A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的資料

1. 綠色範圍

批地文件的相關條文

批地文件特別條款第(5)條

「(a) 承批人須：

(i) 於本協議日期起72個曆月（或署長批准的其他延長期限）內，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長全面滿意：

(I) 鋪設及平整在此夾附的圖則I內以綠色顯示的擬建未來道路範圍（下稱「**綠色範圍**」）；及

(II) 提供和建造署長以其單獨酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下合稱「**構築物**」）；

以使於綠色範圍上可以容納建築物、車輛及行人之交通；

(ii) 於本協議日期起72個曆月（或署長批准的其他延長期限）內，自費在綠色範圍鋪設路面、建造路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道設施和道路標記，以使署長滿意；及

(iii) 自費保養綠色範圍及構築物和在該處建造、安裝及提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以使署長滿意，直至綠色範圍的管有權按照特別條款第(6)條交回政府為止。

(b) 如承批人未能在本特別條款第(a)分條中提述的期限內完成本特別條款第(a)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。

(c) 政府對於因或由於履行承批人於本特別條款第(a)分條下的義務或政府行使本特別條款第(b)分條下賦予的權利或任何其他因素而引致承批人或其他人士的任何損失、損害、妨害或騷擾並無責任，亦不得就任何該等損失、損害、妨害或騷擾向政府提出申索。」

批地文件特別條款第(6)條

「以進行特別條款第(5)條指明的所需工程為目的，承批人將於本協議日期獲授予綠色範圍之管有權。承批人須在署長要求時將綠色範圍交還政府，而於任何情況下綠色範圍亦會被視為在署長發函說明承批人已以其滿意的方式履行此等批地條款之當日交還政府。承批人在管有綠色範圍期間應允許所有政府和公眾汽車及行人於任何合理時間進出及通行綠色範圍，並確保不會因進行工程（不論是否特別條款第(5)條下的工程）而干擾或阻礙此等通行權。」

批地文件特別條款第(7)條

「承批人不得在未經署長事先書面同意下使用綠色範圍作儲存用途或搭建任何臨時構築物或作任何進行特別條款第(5)條指明工程以外的用途。」

批地文件特別條款第(8)條

「(a) 承批人須於管有綠色範圍期間的所有合理時間內：

(i) 准許政府、署長及其官員、承辦商及代理人及任何署長授權人士有權自由進出及再進出和行經及通過該地段及綠色範圍，以對檢視、檢查及監督根據特別條款第(5)(a)條進行的工程及進行、檢視、檢查及監督特別條款第(5)(b)條的工程及任何其他署長認為於綠色範圍必須的工程；

(ii) 准許政府及政府授權的相關公共服務公司有權依政府及政府授權的相關公共服務公司的要求進出及再進出和行經及通過該地段及綠色範圍，以於綠色範圍或毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有擬為該地段或其毗連或相鄰土地或置所提供電話、電力、氣體（如有者）及其他服務的必須管道、電線、導管、線管或其他傳導體及附屬裝置，承批人須要於上述於綠色範圍內進行的工程的所有事宜與政府及政府授權的有關公共服務公司充分合作；及

(iii) 准許水務監督的官員及他們授權的其他人士有權依水務監督或該等授權人士所要求自由進出及再進出和行經及通過該地段及綠色範圍，以於綠色範圍進行有關操作、保養、維修、更換及更改任何其他水務裝設的工程。

(b) 政府、署長及其官員、承辦商及代理人、水務監督的官員或根據本特別條款第(a)分條獲政府授權的任何人士或公共服務公司對於因或由於政府、署長及其官員、承辦商及代理人、水務監督的官員或依本特別條款第(a)分條獲政府授權的公共服務公司及其他人士行使其權力而引致承批人或其他人士的任何損失、損害、妨害或騷擾並無責任。」

2. 行人通道

批地文件的相關條文

批地文件特別條款第(16)條

「(a) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在特別條款第(9)條指明的日期（或署長批准的其他延長日期）或之前，自費以署長要求或批准的方式及物料，及按署長要求或批准的標準及設計進行以下工程，以使署長全面滿意：

(i) 鋪設、平整及表面整飾在此夾附的圖則I內以粉紅色加黑圓點標記的範圍（下稱「**粉紅色加黑圓點範圍**」）及粉紅色加黑斜線黑圓點範圍；及

(ii) 於本特別條款第(i)分條分別提及的粉紅色加黑圓點範圍及粉紅色加黑斜線黑圓點範圍建造及提供行人通道（以下合稱「**行人通道**」），連同署長以其絕對酌情要求在行人通道內的暗渠、行人道或其他構築物。

(b) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在本特別條款第(a)(ii)分條指明的建造工程完成後及在此後的整個批租期內的所有時間自費保養及管理行人通道及根據本特別條款第(a)分條建造的該等暗渠、行人道或其他構築物，使其維修狀態充足及良好，以使署長全面滿意。

(c) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在本特別條款第(a)(ii)分條指明的建造工程完成後及在此後的整個批租期內的所有時間准許所有公眾人士自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過行人通道及在行人通道之上進出及通過以作所有合法用途。

(d) 未經署長事先書面同意，不得在行人通道上、之上、之下、以上或以內種植樹木或灌木或搭建或興建或放置任何建築物或構築物或任何建築物或構築物的支撐物（根據本特別條款第(a)分條興建的行人通道及其暗渠、行人道及其他構築物除外）。

(e) 即使本特別條款的其他分條及任何根據本特別條款第(d)分條所發出的同意書另有規定，承批人須在署長發出通知時，自費在署長指明的時限內移除或拆卸行人通道、本特別條款第(a)分條指明之暗渠、行人道或其他構築物及種植、搭建或興建或放置於行人通道或其任何部分或其上、之上、之下、以上或以內之樹木或灌木或建築物或構築物或任何建築物或構築物的支撐物，及修復行人通道或其任何部分，以使署長全面滿意。承批人現同意及聲明不得就本分條指明的移除、拆卸或修復工程對政府或署長索償。





<p>(f) 為免生疑，行人通道不得用作根據本特別條款第(b)分條的保養用途、根據本特別條款第(c)分條的公共通行用途及根據本特別條款第(g)分條提供的通行用途以外的任何用途。</p> <p>(g) 即使特別條款第(10)條另有規定，承批人須於所有時間准許署長、其官員、承辦商及任何署長授權人士在有或沒有工具、器材、機器或汽車的情況下有權為以下目的自由進出及再進出和行經及通過該地段或其任何部分</p> <p>(i) 檢視、檢查及監督任何根據本特別條款第(a)及(c)分條進行的工程；</p> <p>(ii) 進行、檢視、檢查及監督根據本特別條款第(a)、(b)及(c)分條進行的工程；</p> <p>(iii)鋪設、安裝、轉移、移除、檢視、維修及保養該等在行人通道上、下或內的服務設施(按特別條款第(56)條定義)，並進行任何署長認為須要及與該部分服務設施有關的其他工程。</p> <p>(h) 政府、署長、其官員、承辦商及任何獲其授權之其他人士對於因或由於履行承批人於本特別條款下的義務及署長、其官員、承辦商及任何獲其授權之其他人士行使本特別條款第(g)分條下賦予的權利或任何其他因素而引致承批人或其他人士的任何損失、損害、妨害或騷擾並無責任，亦不得就任何該等損失、損害、妨害或騷擾向政府或署長或其官員、承辦商或任何獲其授權之其他人士提出申索。</p> <p>(i) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關行人通道的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府、署長及其官員、承辦商及代理人及任何獲其授權人士並使他們獲得彌償。</p> <p>(j) 如承批人未能完成本特別條款第(a)、(b)及(c)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。</p> <p>(k) 批地文件雙方明確同意、聲明及規定，承批人在本特別條款(c)分條下的責任由合約衍生，在施加該責任時，承批人並無意圖而政府亦無同意將行人通道或其任何部分或多於一部分撥供公眾通行。</p> <p>(l) 批地文件雙方明確同意及聲明，承批人在本特別條款第(c)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或</p>	<p>權利的期望或申索。為免生疑，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。」</p> <p><b>公契的相關條文</b></p> <p>敘文 (定義)</p> <p>「屋苑公用地方」</p> <p>「設計或擬供予業主共同使用和享用（而不構成單位、停車場公用地方、商用公用地方、或住宅公用地方一部分）及非轉讓予或供個別業主獨家使用的整個該地段及屋苑，包括但不限於：—</p> <p>(c) 行人通道；」</p> <p>「行人通道」</p> <p>「根據批地文件特別條款第(16)條已建或擬建於粉紅色加黑圓點範圍及粉紅色加黑斜線黑圓點範圍的兩條行人通道，其為辨認用途於此附夾之地下平面圖(C地盤-第3及5座)上(經認可人士核證為準)以綠色加黑圓點顯示。」</p> <p>第(3:02:01)(bc)條</p> <p>「除本公契另有指明者外，受限於財政司司長法團的權利及特權，及在任何方面均不會負面地影響或損害本公契及批地文件中的保留予財政司司長法團的權利、地役權及特權的前提下，管理人須負責並有全權作出一切與妥善及有效管理屋苑所需要或必要的行動及事項，特別包括(惟任何方面均不失前述者之一般性)：—</p> <p>(bc) 保養及管理行人通道及根據批地文件特別條款第(16)(a)條建造的該等暗渠、行人道或其他構築物，使其維修狀態充足及良好，以使地政總署署長全面滿意，並在地政總署署長要求時移除或拆卸行人通道、該等暗渠、行人道或其他構築物及種植、興建或建築或放置於行人通道或其任何部分上、之上、之下、以上或以內之樹木或灌木或建築物或構築物或任何建築物或構築物的支撐物，及修復行人通道或其任何部分，以使地政總署署長全面滿意；」</p> <p>第(3:04:01)及(3:04:02)(v)條</p> <p>「(3:04:01) 為計算業主需作出的供款，管理人須制訂本公契第(3:07:01)條所指的預算。</p> <p>(3:04:02) 該預算須涵蓋就管理該地段及屋苑所衍生的所有成本、開支及支出，在不失前述者之一般性下包括以下項目：—</p>	<p>(v) 根據第(3:02:01)(bc)條就行人通道所衍生的成本。」</p> <p>第三附表第(2)(d)條</p> <p>「該地段及屋苑的不分割份數所受限的地役權、權利及特權及每個單位所有之獨家持有、使用、佔用及享用之權利：</p> <p>(d) 受限於批地文件之條款，所有公眾人士於日間及夜間所有時間可自由、無需支付任何性質的費用及不受干擾地以步行或使用輪椅方式進出及通過行人通道以作所有合法用途的權利。」</p> <p>第四附表第(54)條</p> <p>「首業主須獨自按照批地文件條款負責興建及提供行人通道及其上及附屬的構築物及管理及保養批地文件特別條款第(19)條所述的公共休憩用地。」</p> <p><b>3. 粉紅色加藍斜線範圍</b></p> <p><b>批地文件的相關條文</b></p> <p><u>批地文件特別條款第(17)條</u></p> <p>「(a)即使特別條款第(10)條另有規定，承批人須在特別條款第(9)條指明的日期(或署長批准的其他延長日期)或之前，自費以署長要求或批准的方式及物料，及按署長要求或批准的標準、高度、定綫及設計進行以下工程，以使署長全面滿意：</p> <p>(i) 鋪設、平整及表面整飾在此夾附的圖則I內以粉紅色加藍斜線標記的範圍(下稱「粉紅色加藍斜線範圍」)；及</p> <p>(ii) 建造及提供行人通道，連同其他署長以其單獨酌情要求在粉紅色加藍斜線範圍的暗渠、行人道或其他構築物。</p> <p>(b) 即使特別條款第(10)條另有規定，承批人須在批租期內的所有時間自費管理及保養整個或仍由承批人管有之部分粉紅色加藍斜線範圍(在本特別條款第(a)(ii)分條指明的建築工程完成後將包括行人通道及根據本特別條款第(a)分條建造的暗渠、行人道或其他構築物)，使其維修狀態良好及充足，以使署長全面滿意，直至整個粉紅色加藍斜線範圍按本特別條款第(h)分條歸還予政府為止。</p> <p>(c) 即使特別條款第(10)條另有規定，承批人須在本特別條款第(a)分條提述的建造工程以署長滿意的方式完成之後，並在根據本特別條款第(h)分條歸還整個粉紅色加藍斜線範圍或其一個或多個部分之前，准許所有公眾人士在所有時間自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過仍由承批人管有的粉紅色加藍斜線範圍內的行人通道及在仍由承批人管有的粉紅色加藍</p>
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斜線範圍內的行人通道之上進出及通過以作所有合法用途。

- (d) 不得在粉紅色加藍斜線範圍或其上、之上、之下、以上或以內種植樹木或灌木或搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物(本特別條款第(a)分條提述的行人通道及暗渠、行人道及其他構築物除外)。
- (e) 為免生疑，粉紅色加藍斜線範圍除用作根據本特別條款第(b)分條的保養用途、根據本特別條款第(c)分條的公共通行用途及根據本特別條款第(f)分條提供的通行用途外，不得用作任何用途。
- (f) 即使特別條款第(10)條另有規定，在整個粉紅色加藍斜線範圍按本特別條款第(h)分條歸還予政府之前，承批人須在所有合理時間內准許署長、其官員、承辦商及任何獲其授權之其他人士在有或沒有工具、器材、機器或汽車的情況下有權為以下目的自由進出及再進出和行經及通過該地段或其任何部分
  - (i) 檢視、檢查及監督任何根據本特別條款第(a)分條進行的工程；
  - (ii) 進行、檢視、檢查及監督根據本特別條款第(a)及(b)分條進行的工程；
  - (iii) 鋪設、安裝、轉移、移除、檢視、維修及保養該等在粉紅色加藍斜線範圍上、下或內的服務設施(按特別條款第(56)條定義)，並進行任何署長認為須要及與該部分服務設施有關的其他工程。
- (g) 政府、署長、其官員、承辦商及任何獲其授權之其他人士對於因或由於履行承批人於本特別條款下的義務及署長、其官員、承辦商及任何獲其授權之其他人士行使本特別條款第(f)分條下賦予的權利或任何其他因素而引致承批人的任何損失、損害、妨害或騷擾並無責任，亦不得就任何該等損失、損害、妨害或騷擾向政府或署長或其官員、承辦商或任何獲其授權之其他人士提出申索。
- (h) 承批人須在署長發出通知時自費歸還及交還粉紅色加藍斜線範圍或其任何一個或多個署長以其單獨酌情指明的部分之空置管有權予政府，而不受產權負擔影響(包括但不限于任何特別條款第(39)(d)條提述並包括粉紅色加藍斜線範圍在內的該地段的建築按揭)，政府毋須向承批人作出任何付款或補償。惟政府並無任何義務接受承批人有關歸還及交還粉紅色加藍斜線範圍管有權的請求，但政府可以其認為適合的情況下接受。土地交還契據須為署長批准的格式。
- (i) 即使特別條款第(39)條另有規定，在整個粉紅色加藍斜線範圍根據本特別條款第(h)分條歸還政府前，承批人不得把該地段或其任何部分或其任何權益或任何在該地段上已興建或擬興建的一座或多座建築物轉讓、按揭、押記、批租、轉租、放棄管有權或出售

或作產權負擔或簽訂任何協議作上述行為，除非及直至承批人自費把粉紅色加藍斜線範圍從該地段分割，以使署長滿意。惟本第(i)分條不適用於根據特別條款第(39)(d)條並包括粉紅色加藍斜線範圍在內的該地段的建築按揭、根據特別條款第(27)條的政府樓宇之轉讓及根據特別條款第(29)條的政府樓宇的管有權之交還。在該等地段分割前，承批人須自費向署長提交地段分割文件，以取得其書面批准。

- (j) 即使特別條款第(39)條另有規定，承批人不得把粉紅色加藍斜線範圍或其任何部分或其任何權益轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為。惟本特別條款第(j)分條不適用於根據本特別條款第(h)分條有關歸還粉紅色加藍斜線範圍予政府或根據特別條款第(39)(d)條並包括粉紅色加藍斜線範圍在內的該地段的建築按揭。
- (k) 批地文件雙方明確同意、聲明及規定，承批人在本特別條款(c)分條下的責任由合約衍生，在施加該責任時，承批人並無意圖而政府亦無同意將粉紅色加藍斜線範圍或其任何部分或多於一部分撥供公眾通行。
- (l) 批地文件雙方明確同意及聲明，承批人在本特別條款第(c)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。
- (m) 如承批人未能完成本特別條款第(a)及(b)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。
- (n) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關粉紅色加藍斜線的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府並使其獲得彌償。」

備註：粉紅色加藍斜線範圍(即新九龍內地段第6506號A分段及B分段)並非發展項目一部分。於粉紅色加藍斜線範圍交回政府之前，市區重建局將按批地文件自費管理及保養粉紅色加藍斜線範圍。

4. 公共休憩用地

批地文件的相關條文

批地文件特別條款第(19)條

[(a)承批人須在特別條款第(9)條指明的日期(或署長批准的其他延長日期)或之前，自費以署長要求的位置及水平、以其要求的方式及設計，並按其要求的物料及標準，在C地盤內興建、建造、平整及提供不少於1,500平方米的公共休憩用地及署長要求的服務、植物、設備、設施及園景裝飾作康樂用途(以下合稱「公共休憩用地」)，以使署長全面滿意。公共休憩用地須面向海壇街及通州街。

- (b) 承批人須在批租期內的所有時間自費維持、保養及管理公共休憩用地，以使其維修狀態良好及充足，以及達至安全、清潔、整齊、整潔及健康的狀態，以使署長全面滿意。
- (c) 承批人須在本特別條款第(a)分條提述的工程完成後及在此後的所有時間自費保養公共休憩用地及准許所有公眾人士在日夜所有時間或署長以其單獨酌情要求的時段內免費及不受干擾地通往、使用及享用公共休憩用地。公共休憩用地除供所有公眾人士以上述形式作康樂用途外，不得用作任何其他用途。
- (d) 即使特別條款第(39)條另有規定，承批人不得把該地段或其任何部分或其任何權益或任何在該地段上已興建或擬興建的一座或多座建築物轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為，除非及直至承批人已根據特別條款第(41)(a)(xi)條在公契(按特別條款第(41)(a)(i)條所定義)內將該地段之不可分割份數分配至公共休憩用地，惟本第(d)分條不適用於根據特別條款第(39)(d)條並包括公共休憩用地在內的該地段的建築按揭。
- (e) 即使特別條款第(39)條另有規定，承批人不得把公共休憩用地及其獲分配的不可分割份數或其任何部分或其任何權益轉讓、按揭、押記、批租、轉租、放棄管有權或出售或作產權負擔或簽訂任何協議作上述行為。惟本第(e)分條不適用於根據特別條款第(39)(d)條並包括公共休憩用地在內的該地段的建築按揭。
- (f) 批地文件雙方明確同意、聲明及規定，承批人在本特別條款(c)分條下的責任由合約衍生，在施加該責任時，承批人並無意圖而政府亦無同意將公共休憩用地或其任何部分或多於一部分撥供公眾通行。
- (g) 批地文件雙方明確同意及聲明，承批人在本特別條款第(c)分條下的責任並不會導致任何有關在《建築物(規劃)規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑，承批人明確放棄任何及所有有關《建築物(規劃)規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。
- (h) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就有關搭建、興建、平整、提供、使用、維修、保養及管理公共休憩





用地之作為或不作為的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府、署長及其官員、承辦商及代理人及任何獲其授權人士並使他們獲得彌償。

(i) 承批人須在署長指明的日期或之前自費向署長簽署及提交一份擔保書無條件及不可撤銷地向政府：

- (i) 擔保將遵守本特別條款及履行本特別條款的義務；
- (ii) 就因任何違反或不遵守本特別條款或不履行本特別條款的義務而令政府招致的損失、損害、費用、收費、支出及責任向政府作出彌償。

該擔保書須受限於香港法律並以在署長批准的格式簽立。

(j) 就本特別條款而言，「承批人」一詞不包括承批人的受讓人。」

公契的相關條文

敘文 (定義)

「公共休憩用地」

「根據批地文件特別條款第(19)條於該地段內提供的休憩用地及服務、植物、設備、設施及園景裝飾，於本公契附夾的地下平面圖(C地盤 - 第3及5座)及一樓平面圖(C地盤 - 第3及5座)上(經認可人士核證為準)為辨認用途以紅色顯示。」

第三附表第(2)(e)條

「該地段及屋苑的不分割份數所受限的地役權、權利及特權及每個單位所有之獨家持有、使用、佔用及享用之權利：

(e) 受限於批地文件之條款，所有公眾人士於日間及夜間所有時間或地政總署署長以其單獨酌情要求的時間內免費及不受干擾地通過及使用及享用公共休憩用地的權利。」

第四附表第(54)條

「首業主須獨自按照批地文件條款負責興建及提供行人通道及其上及附屬的構築物及管理及保養批地文件特別條款第(19)條所述的公共休憩用地。」

5. 政府樓宇

批地文件的相關條文

批地文件特別條款第(20)條

「(a)承批人須以良好工藝的方式，根據在此夾附的工程規格附表(下稱「**工程規格附表**」)及按特別條款第(21)(a)條批准的圖則，自費於A地盤內搭建、興建及提供以下樓宇，以使署長全面滿意：

- (i) 一所淨作業樓面面積不少於345平方米的特殊幼兒中心，及淨作業樓面面積不少於166平方米的早期教育及訓練中心；
- (ii) 一所淨作業樓面面積不少於303平方米的長者日間護理中心；
- (iii) 一所淨作業樓面面積不少於132.1平方米的長者鄰舍中心；
- (iv)(I) 一個12米長、3.5米闊及淨空高度最少3.8米的停車位，以供停泊與本特別條款第(a)(i)、(a)(ii)及(a)(iii)分條述明的樓宇有關之汽車；及
- (II) 兩個7.6米長、3.0米闊及淨空高度最少3.0米的停車位，以供停泊與本特別條款第(a)(i)、(a)(ii)及(a)(iii)分條述明的樓宇有關之汽車

該等樓宇須於特別條款第(9)條指明的日期或之前完成及適合佔用及運作(該等樓宇包括任何其他署長以其絕對酌情決定(其決定是最終的及對承批人具有約束力)予該等樓宇專用的範圍、設施、服務及裝置合稱「政府樓宇」)。就本特別條款而言，工程規格附表的詮釋須由署長決定，而其決定是最終的及對承批人具有約束力。

(b) 即使特別條款第(10)條另有規定，政府在此保留在任何時候以其絕對酌情修改或變更政府樓宇或其任何部分之用途的權利。」

公契的相關條文

敘文 (定義)

「政府樓宇」

「與批地文件特別條款第(20)(a)條定義者具有相同意義，包括全位於A地盤的一所特殊幼兒中心暨早期教育及訓練中心、一所長者日間護理中心及一所長者鄰舍中心(按批地文件特別條款第(20)(a)(i)、(ii)、(iii)條定義，並於本公契附夾的圖則上(經認可人士核證為準)為辨認用途以紫色顯示)及三個位於A地盤及有關批地文件特別條款第(20)(a)(iv)條所指明的樓宇的停車位(於批地文件特別條款第(20)(a)(i)、(ii)、(iii)條提述，並於本公契附夾的圖則上(經認可人士核證為準)為辨認用途以紫色顯示及以“LIGHT BUS 1 (GA)”、

“LIGHT BUS 2 (GA)”及“COACH (GA)”標示)，而政府樓宇亦包括地政總署署長以其絕對酌情決定(其決定為最終並對所有業主有約束力)屬政府樓宇獨家的所有其他地方、設施、服務及裝置。」

「政府樓宇管理開支」

「(i)根據本公契第(3:02:01)(aw)條管理人因應政府樓宇業主要求維修獨家服務政府樓宇的服務、設施及裝置而招致的所有費用及開支；(ii)根據本公契第七附表第(c)條財政司司長法團須繳付的管理及維修費；及(iii)根據本公契第七附表第(c)(ii)條財政司司長法團須繳付的資本開支。」

第(3:07:01)(a)條

「為了訂定管理費及其他業主應付的金額，管理人須準備一份顯示隨後財政年度(按公契第(3:07:02)條定義)的預計管理費及管理人薪酬的年度預算；準備每份年度預算(第一份除外)時須諮詢業主或業主委員會(如已成立)。為了訂定政府樓宇業主應付的政府樓宇維修費，管理人須準備一份顯示隨後財政年度(按公契第(3:07:02)條定義)的預計政府樓宇維修費及管理人薪酬的年度預算。根據本公契的第七附表，任何有關政府樓宇的管理及維修之繳費責任須先得到政府產業署署長或獲地政總署署長提名的人士批准方能生效。」

第(3:07:10)(a)條

「在每個財政年度完結之前的合理時間內，管理人須準備隨後財政年度的預算，該等預算須包括管理人認為達到當時的財政年度的管理開支及政府樓宇維修費而必要的所有金額，並須包括作應急用途的金額。準備該等管理開支的預算(第一次預算除外)時須諮詢業主或業主委員會(如已成立)。」

第七附表

「(a) 財政司司長法團作為政府樓宇的業主須自費保持政府樓宇(不包括任何構成項目一部分者)的充足及良好維修狀態。

(b) 財政司司長法團作為政府樓宇的業主僅須就政府樓宇(不包括項目)而非屋苑的其他部分的維修及管理負責。

(c) 財政司司長法團作為政府樓宇的業主只需負責繳付就真正服務政府樓宇或由政府樓宇之佔用人、其傭工、承辦商、代理或訪客使用的設施及服務的管理及維修費，惟財政司司長法團的責任須按政府產業署署長或地政總署署長為此目的而提名的人士所決定，及在任何情況下管理及維修費的比例不得超過政府樓宇的樓面面積佔該地段所有已建或擬建建築物的樓面面積的比例(參照政府樓宇的管理份數佔屋苑的管理份數的總數的比例)及僅須由轉讓契的日期或接管政府樓宇的日期兩者中較早者開始，惟財政司司長法團無須承擔任何繳交管理及維修費的責任，除非及直至該金



額已由政府產業署署長或獲地政總署署長為此目的而提名的人士事先書面批准。為免生疑，財政司司長法團作為政府樓宇的業主並無責任就位於地盤B或地盤C的設施或服務承擔任何繳交管理及維修費。

(d) 財政司司長法團作為政府樓宇的業主並無責任就管理及維修任何屋苑其他部分（不論公用地方、公用設施、項目或其他）或提供政府產業署署長或獲地政總署署長為此目的而提名的人士認為非直接服務或非直接得益政府樓宇之服務或設施作出任何供款。

(e) 受限於批地文件及本公契提供的政府樓宇的業主的權利，財政司司長法團作為政府樓宇的業主無責任支付任何(i)管理費按金；(ii)特別資金或資本基金（除非是補還有關真正服務政府樓宇或由政府樓宇之佔用人、其傭工、承辦商、代理或訪客使用的設施及服務的資本開支，並事先獲政府產業署署長或獲地政總署署長為此目的而提名的人士事先批准）；(iii)政府樓宇的保險保費；(iv)清理廢料費用；及(v)逾期繳交及欠交管理及維修費的利息及罰款；或性質類似的款項。

(f) 受限於批地文件及本公契提供的政府樓宇的業主的權利，財政司司長法團須向管理人繳交及/或償還所有政府樓宇管理開支。」

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

**1. 綠色範圍**

**批地文件的相關條文**

**批地文件特別條款第(5)條**

「(a)承批人須：

(i) 於本協議日期起72個曆月（或署長批准的其他延長期限）內，自費以署長批准的方式及物料，及按署長批准的標準、高度、定綫及設計進行以下工程，以使署長全面滿意：

(I) 鋪設及平整在此夾附的圖則I內以綠色顯示的擬建未來道路範圍（下稱「**綠色範圍**」）；及

(II) 提供和建造署長以其單獨酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下合稱「**構築物**」）；

以使於綠色範圍上可以容納建築物、車輛及行人之交通；

(ii) 於本協議日期起72個曆月（或署長批准的其他延長期限）內，自費在綠色範圍鋪設路面、建造路緣及渠道，以及按署長要

求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道設施和道路標記，以使署長滿意；及

(iii) 自費保養綠色範圍及構築物和在此處建造、安裝及提供的所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及機器，以使署長滿意，直至綠色範圍的管有權按照特別條款第(6)條交回政府為止。

(b) 如承批人未能在本特別條款第(a)分條中提述的期限內完成本特別條款第(a)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。

(c) 政府對於因或由於履行承批人於本特別條款第(a)分條下的義務或政府行使本特別條款第(b)分條下賦予的權利或任何其他因素而引致承批人或其他人士的任何損失、損害、妨害或騷擾並無責任，亦不得就任何該等損失、損害、妨害或騷擾向政府提出申索。」

**批地文件特別條款第(6)條**

「以進行特別條款第(5)條指明的所需工程為目的，承批人將於本協議日期獲授予綠色範圍之管有權。承批人須在署長要求時將綠色範圍交還政府，而於任何情況下綠色範圍亦會被視為在署長發函說明承批人已以其滿意的方式履行此等批地條款之當日交還政府。承批人在管有綠色範圍期間應允許所有政府和公眾汽車及行人於任何合理時間進出及通行綠色範圍，並確保不會因進行工程（不論是否特別條款第(5)條下的工程）而干擾或阻礙此等通行權。」

**批地文件特別條款第(7)條**

「承批人不得在未經署長事先書面同意下使用綠色範圍作儲存用途或搭建任何臨時構築物或作任何進行特別條款第(5)條指明工程以外的用途。」

**批地文件特別條款第(8)條**

「(a)承批人須於管有綠色範圍期間的所有合理時間內：

(i) 准許政府、署長及其官員、承辦商及代理人及任何署長授權人士有權自由進出及再進出和行經及通過該地段及綠色範圍，以對檢視、檢查及監督根據特別條款第(5)(a)條進行的工程及進行、檢視、檢查及監督特別條款第(5)(b)條的工程及任何其他署長認為於綠色範圍必須的工程；

(ii) 准許政府及政府授權的相關公共服務公司有權依政府及政府授權的相關公共服務公司的要求進出及再進出和行經及通過

該地段及綠色範圍，以於綠色範圍或毗連土地之內、上或下進行任何工程，包括但並不限於安放及其後保養所有擬為該地段或其毗連或相鄰土地或置所提供電話、電力、氣體（如有者）及其他服務的必須管道、電線、導管、線管或其他傳導體及附屬裝置，承批人須要於上述於綠色範圍內進行的工程的所有事宜與政府及政府授權的有關公共服務公司充分合作；及

(iii) 准許水務監督的官員及他們授權的其他人士有權依水務監督或該等授權人士所要求自由進出及再進出和行經及通過該地段及綠色範圍，以於綠色範圍進行有關操作、保養、維修、更換及更改任何其他水務裝設的工程。

(b) 政府、署長及其官員、承辦商及代理人、水務監督的官員或根據本特別條款第(a)分條獲政府授權的任何人士或公共服務公司對於因或由於政府、署長及其官員、承辦商及代理人、水務監督的官員或依本特別條款第(a)分條獲政府授權的公共服務公司及其他人士行使其權力而引致承批人或其他人士的任何損失、損害、妨害或騷擾並無責任。」

**2. 現有路徑**

**批地文件的相關條文**

**批地文件特別條款第(14)條**

「(a)承批人在此確認在此夾附的圖則I內以粉紅色加黑斜線及粉紅色加黑斜線黑圓點標記之範圍內（以下分別稱為「粉紅色加黑斜線範圍」及「粉紅色加黑斜線黑圓點範圍」）現設有路徑。

(b) 除非及直至承批人已履行特別條款第(16)(a)(i)及(16)(a)(ii)條的義務，以使署長全面滿意，即使特別條款第(10)條另有規定，承批人須：

(i) 保持及保留在粉紅色加黑斜線範圍及粉紅色加黑斜線黑圓點範圍內的現有路徑（以下合稱「**現有路徑**」），連同任何署長要求的現有暗渠、行人道或其他構築物；

(ii) 自費保養及管理署長要求的現有路徑，連同其暗渠、行人道或其他構築物，使其維修狀態良好及充足，以使署長滿意；及

(iii) 准許所有公眾人士在所有時間自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過現有路徑及在現有路徑之上進出及通過以作所有合法用途；

惟承批人可在粉紅色加黑斜線黑圓點範圍進行為符合特別條款第(16)條所需的工程)。為免生疑，現有路徑不得用作本特別條款第(b)分條准許以外的任何用途。



- (c) 政府對承批人因履行本特別條款的義務而引致的任何由承批人蒙受的損失、損害、妨害或騷擾一概沒有責任，承批人不得就該等損失、損害、妨害或騷擾向政府提出任何補償或其他申索。
- (d) 批地文件雙方明確同意、聲明及規定，承批人在本特別條款(b)(iii)分條下的責任由合約衍生，在施加該責任時，承批人並無意圖而政府亦無同意將現有路徑或其任何部分或多於一部分撥供公眾通行。
- (e) 批地文件雙方明確同意及聲明，承批人在本特別條款第(b)(iii)分條下的責任並不會導致任何有關在《建築物（規劃）規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑，承批人明確放棄任何及所有有關《建築物（規劃）規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。
- (f) 如承批人未能完成本特別條款第(b)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。
- (g) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關現有路徑的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府並使其獲得彌償。」

3. 行人通道

批地文件的相關條文

批地文件特別條款第(16)條

- 「(a)即使特別條款第(10)及(14)(b)條另有規定，承批人須在特別條款第(9)條指明的日期（或署長批准的其他延長日期）或之前，自費以署長要求或批准的方式及物料，及按署長要求或批准的標準及設計進行以下工程，以使署長全面滿意：
  - (i) 鋪設、平整及表面整飾在此夾附的圖則I內以粉紅色加黑圓點標記的範圍（下稱「粉紅色加黑圓點範圍」）及粉紅色加黑斜線黑圓點範圍；及
  - (ii) 於本特別條款第(i)分條分別提及的粉紅色加黑圓點範圍及粉紅色加黑斜線黑圓點範圍建造及提供行人通道（以下合稱「行人通道」），連同署長以其絕對酌情要求在行人通道內的暗渠、行人道或其他構築物。

- (b) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在本特別條款第(a)(ii)分條指明的建造工程完成後及在此後的整個批租期內的所有時間自費保養及管理行人通道及根據本特別條款第(a)分條建造的該等暗渠、行人道或其他構築物，使其維修狀態充足及良好，以使署長全面滿意。
- (c) 即使特別條款第(10)及(14)(b)條另有規定，承批人須在本特別條款第(a)(ii)分條指明的建造工程完成後及在此後的整個批租期內的所有時間准許所有公眾人士自由及不受干擾地以步行或使用輪椅方式免費在、沿、往、由、穿過行人通道及在行人通道之上進出及通過以作所有合法用途。
- (d) 未經署長事先書面同意，不得在行人通道上、之上、之下、以上或以內種植樹木或灌木或搭建或興建或放置任何建築物或構築物或任何建築物或構築物的支撐物（根據本特別條款第(a)分條興建的行人通道及其暗渠、行人道及其他構築物除外）。
- (e) 即使本特別條款的其他分條及任何根據本特別條款第(d)分條所發出的同意書另有規定，承批人須在署長發出通知時，自費在署長指明的時限內移除或拆卸行人通道、本特別條款第(a)分條指明之暗渠、行人道或其他構築物及種植、搭建或興建或放置於行人通道或其任何部分或其上、之上、之下、以上或以內之樹木或灌木或建築物或構築物或任何建築物或構築物的支撐物，及修復行人通道或其任何部分，以使署長全面滿意。承批人現同意及聲明不得就本分條指明的移除、拆卸或修復工程對政府或署長索償。
- (f) 為免生疑，行人通道不得用作根據本特別條款第(b)分條保養用途、根據本特別條款第(c)分條的公共通行用途及根據本特別條款第(g)分條提供的通行用途以外的任何用途。
- (g) 即使特別條款第(10)條另有規定，承批人須於所有時間准許署長、其官員、承辦商及任何署長授權人士在有或沒有工具、器材、機器或汽車的情況下有權為以下目的自由進出及再進出和行經及通過該地段或其任何部分
  - (i) 檢視、檢查及監督任何根據本特別條款第(a)及(e)分條進行的工程；
  - (ii) 進行、檢視、檢查及監督根據本特別條款第(a)、(b)及(c)分條進行的工程；
  - (iii)鋪設、安裝、轉移、移除、檢視、維修及保養該等在行人通道上、下或內的服務設施（按特別條款第(56)條定義），並進行任何署長認為須要及與該部分服務設施有關的其他工程。
- (h) 政府、署長、其官員、承辦商及任何獲其授權之其他人士對於因或由於履行承批人於本特別條款下的義務及署長、其官員、承辦商及任何獲其授權之其他人士行使本特別條款第(g)分條下賦予的

- 權利或任何其他因素而引致承批人或其他人士的任何損失、損害、妨害或騷擾並無責任，亦不得就任何該等損失、損害、妨害或騷擾向政府或署長或其官員、承辦商或任何獲其授權之其他人士提出申索。
  - (i) 就所有直接或間接因或有關承批人、其傭工、工人及承辦商就承批人於本特別條款下之責任之作為或不作為或因或有關行人通道的所有法律責任及所有不論性質的訴訟、法律程序、費用、申索、開支、損失、損害、收費及索求，承批人須彌償政府、署長及其官員、承辦商及代理人及任何獲其授權人士並使他們獲得彌償。
  - (j) 如承批人未能完成本特別條款第(a)、(b)及(c)分條之義務，政府可以進行所須工程，費用由承批人支付，承批人須按要求付給政府與有關費用相等之金額，該金額由署長決定並為最終者及對承批人有約束力。
  - (k) 批地文件雙方明確同意、聲明及規定，承批人在本特別條款(c)分條下的責任由合約衍生，在施加該責任時，承批人並無意圖而政府亦無同意將行人通道或其任何部分或多於一部分撥供公眾通行。
  - (l) 批地文件雙方明確同意及聲明，承批人在本特別條款第(c)分條下的責任並不會導致任何有關在《建築物（規劃）規例》第22(1)條或其修訂或替代法例或其他條文下額外上蓋面積或地積比率寬免或權利的期望或申索。為免生疑，承批人明確放棄任何及所有有關《建築物（規劃）規例》第22(1)條或其修訂或替代法例下額外上蓋面積或地積比率或其寬免或相關權利的申索。」
- 公契的相關條文
- 敘文 (定義)
- 「屋苑公用地方」
- 「設計或擬供予業主共同使用和享用（而不構成單位、停車場公用地方、商用公用地方、或住宅公用地方一部分）及非轉讓予或供個別業主獨家使用的整個該地段及屋苑，包括但不限於：—
- (c) 行人通道；」
- 「行人通道」
- 「根據批地文件特別條款第(16)條已建或擬建於粉紅色加黑圓點範圍及粉紅色加黑斜線黑圓點範圍的兩條行人通道，其為辨認用途於此附夾之地下平面圖（C地盤- 第3及5座）上（經認可人士核證為準確）以綠色加黑圓點顯示。」





<p>第(3:02:01)(bc)條</p> <p>「除本公契另有指明者外，受限於財政司司長法團的權利及特權，及在任何方面均不會負面地影響或損害本公契及批地文件中的保留予財政司司長法團的權利、地役權及特權的前提下，管理人須負責並有全權作出一切與妥善及有效管理屋苑所需要或必要的行動及事項，特別包括 (惟任何方面均不失前述者之一般性)：—</p> <p>(bc) 保養及管理行人通道及根據批地文件特別條款第(16)(a)條建造的該等暗渠、行人道或其他構築物，使其維修狀態充足及良好，以使地政總署署長全面滿意，並在地政總署署長要求時移除或拆卸行人通道、該等暗渠、行人道或其他構築物及種植、興建或建築或放置於行人通道或其任何部分上、之上、之下、以上或以內之樹木或灌木或建築物或構築物或任何建築物或構築物的支撐物，及修復行人通道或其任何部分，以使地政總署署長全面滿意；」</p> <p>第(3:04:01)及(3:04:02)(v)條</p> <p>「(3:04:01) 為計算業主需作出的供款，管理人須制訂本公契第(3:07:01)條所指的預算。</p> <p>(3:04:02) 該預算須涵蓋就管理該地段及屋苑所衍生的所有成本、開支及支出，在不失前述者之一般性下包括以下項目：—</p> <p>(v) 根據第(3:02:01)(bc)條就行人通道所衍生的成本。」</p>	<p>「(a)承批人應在整個批租期內自費保養以下物件 (下稱「<b>物件</b>」)，以使署長全面滿意，惟受限於任何特別條款第(41)(a)(xii)(I)條中提述由財政司司長法團作出的供款:-</p> <p>(i) 政府樓宇的外部飾面及政府樓宇的、內、周圍、以內、以上及以下之所有牆、柱、樑、天花、天台樓板、行車道或樓板的結構及任何其他結構組件；</p> <p>(ii) 所有供政府樓宇及該地段其餘發展項目使用的電梯、自動扶梯和樓梯；</p> <p>(iii)構成供政府樓宇及該地段其餘發展項目使用之系統一部分的所有屋宇裝備裝置、機器及設備 (包括但不限於手提式及非手提式消防裝置與設備)；及</p> <p>(iv)所有其他供政府樓宇及該地段其餘發展項目使用的公用部分及設施。</p> <p>(b) 承批人須對因其未能保養物件而引致的所有責任、損壞、開支、申索、費用、收費、索償、法律行動或司法程序彌償政府和財政司司長法團及使其得到彌償。</p> <p>(c) 就本特別條款而言，「承批人」一詞不包括財政司司長法團。」</p>	<p>引致的所有責任、損壞、開支、申索、費用、收費、索償、法律行動或司法程序彌償財政司司長法團及政府。」</p> <p>第(3:02:01)(ax)條</p> <p>「除本公契另有指明者外，受限於財政司司長法團的權利及特權，及在任何方面均不會負面地影響或損害本公契及批地文件中的保留予財政司司長法團的權利、地役權及特權的前提下，管理人須負責並有全權作出一切與妥善及有效管理屋苑所需要或必要的行動及事項，特別包括 (惟任何方面均不失前述者之一般性)：—</p> <p>(ax) 管理及保養物件；」</p> <p>第(3:04:01)及(3:04:02)(r)條</p> <p>「(3:04:01) 為計算業主需作出的供款，管理人須制訂本公契第(3:07:01)條所指的預算。</p> <p>(3:04:02) 該預算須涵蓋就管理該地段及屋苑所衍生的所有成本、開支及支出，在不失前述者之一般性下包括以下項目：—</p> <p>(r) 就管理及保養物件及根據本公契第(3:02:01)(ah)條該地段的承批人 (按批地文件定義) 在批地文件條款下須負責進行園景美化、維持、管理、保養、清潔或維修的該地段邊界外的地方 (如有) (除非該責任在批地文件下只須由首業主作為該地段的原承批人履行及遵守，而不包括其受讓人) 所衍生的成本。」</p>
<p>第三附表第(2)(d)條</p> <p>「該地段及屋苑的不分割份數所受限的地役權、權利及特權及每個單位所有之獨家持有、使用、佔用及享用之權利：</p> <p>(d) 受限於批地文件之條款，所有公眾人士於日間及夜間所有時間可自由、無需支付任何性質的費用及不受干擾地以步行或使用輪椅方式進出及通過行人通道以作所有合法用途的權利。」</p> <p>第四附表第(54)條</p> <p>「首業主須獨自按照批地文件條款負責興建及提供行人通道及其上及附屬的構築物及管理及保養批地文件特別條款第(19)條所述的公共休憩用地。」</p> <p>4. 物件</p> <p><u>批地文件的相關條文</u></p> <p><u>批地文件特別條款第(33)條</u></p>	<p>敘文 (定義)</p> <p>「物件」</p> <p>「與批地文件特別條款第(33)(a)條定義者具有相同意義，包括批地文件特別條款第(33)(a)條所提述的：—</p> <p>(i) 政府樓宇的外部飾面及政府樓宇的、內、周圍、以內、以上及以下之所有牆、柱、樑、天花、天台樓板、行車道或樓板的結構及任何其他結構組件；</p> <p>(ii) 所有供政府樓宇及屋苑其餘部分使用的電梯、自動扶梯和樓梯；</p> <p>(iii) 構成供政府樓宇及屋苑其餘部分使用之系統一部分的所有屋宇裝備裝置、機器及設備 (包括但不限於手提式及非手提式消防裝置與設備)；及</p> <p>(iv) 所有其他供政府樓宇及屋苑其餘部分使用的公用部分及設施。」</p> <p>第(3:01:09)條</p> <p>「屋苑之業主 (除財政司司長法團作為政府樓宇的業主外) 須 (通過管理人行事) 負責保養、管理及維修物件及對因其未能管理及保養物件而</p>	<p><b>C. 根據批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小資料</b></p> <p>不適用</p> <p><b>D. 發展項目所位於的土地上為施行《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資料</b></p> <p>不適用</p> <p>就以上A、B、C及D段提述的供公眾使用的設施及休憩用地及土地中的各部分，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，或土地中的該等部分。</p> <p>以上B及C段提述的設施及休憩用地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，而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的部分開支。</p> <p>註：根據一封地政總署九龍西區地政處於2020年7月3日發出的信件，在賣方(即市區重建局)接納該信件之條款為前提下，地政總署同意將批地文件特別條款第(5)(a)條及特別條款第(9)、(16)(a)、(17)(a)、(18)(a)、(19)(a)及(20)(a)條下提述之完工日期分別修改為2021年9月26日及2021年9月30日。賣方(即市區重建局)已於2020年7月31日接納該信件之條款。</p>

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

1. Green Area

Relevant Provisions under the Government Grant

Special Condition No. (5) of the Government Grant

“(a) The Grantee shall:

- (i) within 72 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director 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 on PLAN I annexed hereto (hereinafter referred to as "the Green 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 Structures")

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

- (ii) within 72 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (6) hereof.

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

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

Special Condition No. (6) of the Government Grant

“For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green 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 these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green 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. (5) hereof or otherwise.”

Special Condition No. (7) of the Government Grant

“The Grantee shall not without the prior written consent of the Director use the Green 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. (5) hereof.”

Special Condition No. (8) of the Government Grant

- “(a) The Grantee shall at all reasonable times while he is in the possession of the Green 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 Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green 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 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 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 neighboring land or premises and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green 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 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 Area.

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

2. Pedestrian Passage Way

Relevant Provisions under the Government Grant

Special Condition No. (16) of the Government Grant

- “(a) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards and designs as the Director shall require or approve and in all respects to the satisfaction of the Director:
- (i) lay, form and surface the areas coloured pink stippled black on PLAN I annexed hereto (hereinafter referred to as "the Pink Stippled Black Areas") and the Pink Hatched Black Stippled Black Areas; and
- (ii) construct and provide pedestrian passage way on the Pink Stippled Black Areas and Pink Hatched Black Stippled Black Areas as respectively referred to in sub-clause (i) of this Special Condition (hereinafter collectively referred to as "the Pedestrian Passage Way") together with such culverts, pavements or such other structures as the Director in his absolute discretion may require within the Pedestrian Passage Way.



- (b) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall upon completion of the construction works under sub-clause (a)(ii) of this Special Condition and thereafter at all times during the term hereby agreed to be granted at his own expense maintain and manage the Pedestrian Passage Way and such culverts, pavements or such other structures constructed pursuant to sub-clause (a) of this Special Condition in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (c) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall upon completion of the construction works under sub-clause (a)(ii) of this Special Condition and thereafter at all times during the term hereby agreed to be granted permit all members of the public for all lawful purposes free of charge and without any interruption to have access to pass and repass on foot or by wheelchair on, along, to, from, through and over the Pedestrian Passage Way.
- (d) Except with the prior written consent of the Director, no tree or shrub shall be planted and no building or structure or support for any building or structure or support for any building or structure (other than the pedestrian passage way and such culverts, pavements or such other structures constructed pursuant to in sub-clause (a) of this Special Condition) shall be erected or constructed or placed on, over, under, above or within the Pedestrian Passage Way.
- (e) Notwithstanding the provisions contained in the other sub-clauses of this Special Condition and any consent granted under sub-clause (d) of this Special Condition, the Grantee shall when called upon by the Director so to do, at his own expense and within the time limit specified by the Director, remove or demolish the Pedestrian Passage Way, such culverts, pavements or such other structures referred to in sub-clause (a) of this Special Condition and such tree or shrub or building or structure or support for any building or structure planted, erected or constructed or placed on, over, under, above or within the Pedestrian Passage Way or any part thereof and reinstate the Pedestrian Passage Way or any part thereof in all respects to the satisfaction of the Director. It is hereby agreed and declared that no claim for compensation shall be made by the Grantee against the Government or the Director in respect of the removal, demolition or reinstatement required under this sub-clause.
- (f) For the avoidance of doubt, the Pedestrian Passage Way shall not be used for any purpose other than for maintenance under sub-clause (b) of this Special Condition, public access in accordance with sub-clause (c) of this Special Condition and for providing the access as provided in sub-clause (g) of this Special Condition.
- (g) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall at all reasonable times permit the Director, his officers, contractors and any other persons authorized by him 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 for the purposes of

- (i) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (a) and (e) of this Special Condition;
  - (ii) carrying out, inspecting, checking and supervising the works under sub-clauses (a), (b) and (e) of this Special Condition; and
  - (iii) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as defined in Special Condition No. (56) hereof) being or running upon, over or under the Pedestrian Passage Way and to carry out any other works relating to the said parts of the Services which the Director may consider necessary.
- (h) The Government, the Director, his officers, contractors and any other persons authorized by him 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 fulfillment of the Grantee's obligations under this Special Condition and the exercise by the Director, his officers, contractors and any other persons authorized by him of the rights conferred under sub-clause (g) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors or any other persons authorized by him by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (i) The Grantee hereby indemnifies and shall keep indemnified the Government, the Director and his officers, contractors and agents and any persons authorized by him from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pedestrian Passage Way.
- (j) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b) or (e) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (k) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition arises by contract and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Passage Way or any part or parts thereof to the public for the right of passage.

- (l) It is hereby expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, any 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.”

## **Relevant Provisions under the Deed of Mutual Covenant**

### Recital (Definitions)

#### “Estate Common Areas”

“The whole of the Lot and the Estate which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, Car Park Common Areas, Commercial Common Areas or Residential Common Areas) and shall include but not limited to :-

- (c) the Pedestrian Passage Way;”

#### “Pedestrian Passage Way”

“The two pedestrian passage ways constructed or to be constructed on the Pink Stippled Black Areas and the Pink Hatched Black Stippled Black Areas pursuant to and in accordance with Special Condition No.(16) of the Government Grant and for the purpose of identification shown and coloured green stippled black on Ground Floor Plan (Site C - Tower 3 & Tower 5) (certified as to its accuracy by the Authorized Person) hereto annexed.”

#### Clause (3:02:01)(bc)

“Save and except as otherwise expressly provided in this Deed and subject to the rights and privileges of F.S.I. and provided that the rights easements and privileges reserved to F.S.I. in this Deed and the Government Grant shall not in any way be adversely affected or prejudiced, the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Estate, including in particular but without in any way limiting the generality of the foregoing :-

- (bc) to maintain and manage the Pedestrian Passage Way together with such culverts pavements or such other structures constructed pursuant to Special Condition No.(16)(a) of the Government Grant in good and substantial repair and condition to the satisfaction of the Director of Lands and, when called upon by the Director of Lands so to do, to remove or demolish the Pedestrian Passage Way, such culverts, pavements or such other structures and such tree or shrub or building or structure or support for any building or structure planted, erected or





constructed or placed on, over, under, above or within the Pedestrian Passage Way or any part thereof and reinstate the Pedestrian Passage Way or any part thereof in all respects to the satisfaction of the Director of Lands;”

Clauses (3:04:01) and (3:04:02)(v)

“(3:04:01) For the purpose of fixing the contributions payable by the Owners, the Manager shall prepare the budgets referred to in Clause (3:07:01) of this Deed.

(3:04:02) The said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Estate including without limiting the generality of the foregoing the following items :-

(v) the cost incurred in connection with the Pedestrian Passage Way pursuant to Clauses (3:02:01)(bc).”

Clause (2)(d) of Third Schedule

“Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

(d) Subject to the terms of the Government Grant, the right for all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever and without interruption to have access to pass and re-pass on foot or by wheelchair on, to, from and through and over the Pedestrian Passage Way.”

Paragraph (54) of Fourth Schedule

“The First Owner shall solely be responsible for the construction and provision of the Pedestrian Passage Way and all structures thereon or thereto in accordance with the terms of the Government Grant and the management and maintenance of the Public Open Space referred to in Special Condition No.(19) of the Government Grant.”

**3. Pink Hatched Blue Areas**

**Relevant Provisions under the Government Grant**

Special Condition No. (17) of the Government Grant

“(a) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended 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 require or approve and in all respects to the satisfaction of the Director:

(i) lay, form and surface the areas shown coloured pink hatched blue on PLAN I annexed hereto (hereinafter collectively referred to as "the Pink Hatched Blue Areas"); and

(ii) construct and provide pedestrian passage way together with such culverts, pavements or such other structures as the Director at his sole discretion may require within the Pink Hatched Blue Areas.

(b) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall at all times during the term hereby agreed to be granted manage and maintain at his own expense the whole or such parts of the Pink Hatched Blue Areas (including the pedestrian passage way and such culverts, pavements or such other structures constructed pursuant to sub-clause (a) of this Special Condition upon and from the completion of the construction works provided in sub-clause (a)(ii) of this Special Condition) remaining in the possession of the Grantee in good and substantial repair and condition in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Areas has been surrendered to the Government under sub-clause (h) of this Special Condition.

(c) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall at all times after the works referred to in sub-clause (a) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Areas or any part or parts hereof under sub-clause (h) of this Special Condition permit all members of the public for all lawful purposes free of charge and without any interruption to have access to and to pass and repass on foot or by wheelchair on, along, to, from, through and over such parts of the pedestrian passage way within the Pink Hatched Blue Areas remaining in the possession of the Grantee.

(d) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the pedestrian passage way and such culverts, pavements or such other structures referred to in sub-clause (a) of this Special Condition) shall be erected or constructed or placed on, over, under, above, or within the Pink Hatched Blue Areas.

(e) For the avoidance of doubt, the Pink Hatched Blue Areas shall not be used for any purpose other than for maintenance under sub-clause (b) of this Special Condition, public access in accordance with sub-clause (c) of this Special Condition and for providing the access as provided in sub-clause (f) of this Special Condition.

(f) Notwithstanding the provision contained in Special Condition No. (10) hereof, the Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Areas to the Government pursuant to sub-clause (h) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him 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 for the purposes of

(i) inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition;

(ii) carrying out, inspecting, checking and supervising the works under sub-clauses (a) and (b) of this Special Condition; and

(iii) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as defined in Special Condition No. (56) hereof) being or running upon, over or under the Pink Hatched Blue Areas and to carry out any other works relating to the said parts of the Services which the Director may consider necessary.

(g) The Government, the Director, his officers, contractors and any other persons authorized by him 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 fulfillment of the Grantee's obligations under this Special Condition and the exercise by the Director, his officers, contractors and any other persons authorized by him of the rights conferred under sub-clause (f) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors or any other persons authorized by him by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(h) The Grantee shall at his own expense when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Areas or any part or parts thereof as the Director shall at his sole discretion specify to the Government free from encumbrances (including but not limited to any building mortgage of the lot including the Pink Hatched Blue Areas as provided in Special Condition No. (39)(d) hereof) and without any payment or compensation whatsoever by the Government to the Grantee provided always that the Government shall be under no obligation to accept the surrender and delivery of possession of the Pink Hatched Blue Areas or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. The deed or deeds of surrender shall be in such form as shall be approved by the Director.

(i) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any interest therein or any building or part of any building erected or to be erected on the lot or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Areas to the Government pursuant to sub-clause (h) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Areas from the lot to the satisfaction of the Director provided that this sub-clause (i) shall not apply to a building mortgage of the lot including the Pink Hatched Blue Areas as provided in Special Condition No. (39)(d) hereof, the assignment of the

Government Accommodation under Special Condition No. (27) hereof and the delivery of possession of the Government Accommodation under Special Condition No. (29) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.

- (j) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Areas or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (j) shall not apply to the surrender of the Pink Hatched Blue Areas to the Government pursuant to sub-clause (h) of this Special Condition or a building mortgage of the lot including the Pink Hatched Blue Areas as provided in Special Condition No. (39)(d) hereof.
- (k) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition arises by contract and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Areas or any part or parts thereof to the public for the right of passage.
- (l) It is hereby expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulations 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 Regulations 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (m) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (n) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Areas.”

Remark: The Pink Hatched Blue Areas (i.e. Sections A and B of New Kowloon Inland Lot No.6506) do not form part of the Development. Until

the surrender of the Pink Hatched Blue Areas to the Government, Urban Renewal Authority will at its own expense manage and maintain the Pink Hatched Blue Areas in accordance with the Government Grant.

## 4. Public Open Space

### Relevant Provisions under the Government Grant

#### Special Condition No.(19) of the Government Grant

- “(a) The Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended date as may be approved by the Director) at his own expense erect, construct, form and provide within Site C a public open space of not less than 1,500 square metres at such locations and levels, with such services, plants, equipment, facilities and landscape features and in such manner and designs, with such materials and to such standards as the Director may require for recreational purposes (hereinafter collectively referred to as "the Public Open Space") in all respects to the satisfaction of the Director. The Public Open Space shall have direct frontage onto Hai Tan Street and Tung Chau Street.
- (b) The Grantee shall at all times during the term hereby agreed to be granted at his own expense upkeep, maintain and manage the Public Open Space in good and substantial repair and in a safe, clean, neat, tidy and healthy condition in all respects to the satisfaction of the Director.
- (c) The Grantee shall upon completion of the works referred to in sub-clause (a) of this Special Condition to the satisfaction of the Director and thereafter at all times at his own expense maintain the Public Open Space and shall permit all members of the public at all times during the day and night or within such time as the Director may at his sole discretion require to have access to and to use and enjoy the Public Open Space free of charge and without any interruption. The Public Open Space shall not be used for any purpose other than recreational purposes by all members of the public in the manner as aforesaid.
- (d) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any interest therein or any building or part of any building erected or to be erected thereon or enter into any agreement so to do unless and until the Grantee has by the DMC (as defined in Special Condition No. (41)(a)(i) hereof) allocated to the Public Open Space a number of undivided shares in the lot in accordance with Special Condition No. (41)(a)(ix) hereof provided that this sub-clause (d) shall not apply to a building mortgage of the lot including the Public Open Space as provided in Special Condition No. (39)(d) hereof.

- (e) Notwithstanding the provision of Special Condition No. (39) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Public Open Space and the undivided shares allocated thereto or any part thereof or any interest therein or enter into any agreement so to do provided that is sub-clause (e) shall not apply to a building mortgage of the lot including the Public Open Space as provided in Special Condition No. (39)(d) hereof.
- (f) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition arises by contract and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space or any part or parts thereof to the public for the right of passage.
- (g) It is hereby expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, any 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.
- (h) The Grantee hereby indemnifies and shall keep indemnified the Government its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the erection, construction, formation, provision, use, repair, maintenance and management of the Public Open Space.
- (i) The Grantee shall at his own expense execute and deliver to the Director on or before a date to be specified by the Director a written guarantee in favour of the Government, whereby the Grantee unconditionally and irrevocably:
  - (i) guarantees the compliance with this Special Condition and the performance of his obligations under this Special Condition; and
  - (ii) indemnifies the Government against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government by reason of or arising out of any breach or non-compliance of this Special Condition or the non-performance of any of his obligations under this Special Condition.





The written guarantee shall be subject to the laws of Hong Kong and shall be in such form as shall be approved by the Director.

(j) For the purpose of this Special Condition only, the expression “Grantee” shall exclude his assigns.”

**Relevant Provisions under the Deed of Mutual Covenant**

Recital (Definitions)

“Public Open Space”

“The open spaces with services, plants, equipment, facilities and landscape features as provided in the Lot pursuant to Special Condition No.(19) of the Government Grant which are for the purpose of identification only shown and coloured Red on Ground Floor Plan (Site C - Tower 3 & Tower 5) and First Floor Plan (Site C - Tower 3 & Tower 5) (certified as to their accuracy by the Authorized Person) hereto annexed.”

Clause (2)(e) of Third Schedule

“Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Estate and the exclusive right to hold use occupy and enjoy each Unit is held :-

(e) Subject to the terms of the Government Grant, the right for all members of the public at all times during the day and night or within such time as the Director of Lands may at his sole discretion require to have access to and to use and enjoy the Public Open Space free of charge and without interruption.”

Paragraph (54) of Fourth Schedule

“The First Owner shall solely be responsible for the construction and provision of the Pedestrian Passage Way and all structures thereon or thereto in accordance with the terms of the Government Grant and the management and maintenance of the Public Open Space referred to in Special Condition No.(19) of the Government Grant.”

**5. Government Accommodation**

**Relevant Provisions under the Government Grant**

Special Condition No.(20) of the Government Grant

“(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within Site A, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (21) (a) hereof, the following accommodation:-

(i) A special child care centre with a net operation floor area of not

less than 345 square metres cum early education and training centre with a net operation floor area of not less than 166 square metres;

(ii) a day care centre for elderly with a net operation floor area of not less than 303 square metres;

(iii) a neighbourhood elderly centre with a net operation floor area of not less than 132.1 square metres;

(iv) (I) one space measuring 12 metres in length and 3.5 metres in width with a minimum headroom of 3.8 metres for the parking of motor vehicles in connection with the accommodation specified in sub-clauses (a)(i), (a)(ii) and (a)(iii) of this Special Condition; and

(II) two spaces each measuring 7.6 metres in length and 3.0 metres in width with a minimum headroom of 3.0 metres for the parking of motor vehicles in connection with the accommodation specified in sub-clauses (a)(i),(a)(ii) and (a) (iii) of this Special Condition

all to be completed and made fit for occupation and operation on or before the date specified in Special Condition No. (9) hereof (which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) is hereinafter collectively referred to as "the Government Accommodation"). For the purpose of this Special Condition, the interpretation of the Technical Schedule shall be as determined by the Director whose determination in this respect shall be final and binding upon the Grantee.

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof notwithstanding the provision contained in Special Condition No. (10) hereof.

**Relevant Provisions under the Deed of Mutual Covenant**

Recital (Definitions)

“Government Accommodation”

“The same meaning as defined in Special Condition No.(20)(a) of the Government Grant comprising a special child care centre cum early education and training centre, a day care centre for elderly and a neighbourhood elderly centre all within Site A (as defined in Special Condition No.(20)(a)(i), (ii) and (iii) of the Government Grant and are shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured Violet) and three parking spaces within Site A in connection with

the accommodation specified in Special Condition No. 20(a)(i), (ii) and (iii) of the Government Grant (as referred to in Special Condition No.(20) (a)(iv) of the Government Grant and are shown for the purpose of identification only on the plans (certified as to their accuracy by the Authorized Person) annexed hereto and thereon coloured Violet and marked “LIGHT BUS 1 (GA)”, “LIGHT BUS 2 (GA)” and “COACH (GA)”), which Government Accommodation shall include all other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine (whose determination shall be conclusive and binding upon all Owners).”

“Government Accommodation Management Expenses”

“(i) All costs and expenses incurred by the Manager in maintaining, at the request of the Owner of the Government Accommodation, the services, facilities and installations serving exclusively the Government Accommodation under Clause (3:02:01)(aw) hereof; (ii) the management and maintenance charges payable by F.S.I. under Clause (c) of the Seventh Schedule hereto; and (iii) the capital expenditure payable by F.S.I. under Clause (e)(ii) of the Seventh Schedule hereto.”

Clause (3:07:01) (a)

“For the purpose of fixing the Management Fee and other monies payable by the Owners, the Manager shall prepare an annual budget showing the estimated Management Expenses and Manager’s Remuneration for the ensuing financial year (as defined in Clause (3:07:02) of this Deed); each annual budget except the first one shall be prepared in consultation with the Owners or the Owners’ Committee or the Corporation (if formed). For the purpose of fixing the amount of Government Accommodation Maintenance Expenses payable by the Owner of the Government Accommodation, the Manager shall prepare an annual budget showing the estimated Government Accommodation Maintenance Expenses for the ensuing financial year (as defined in Clause (3:07:02) of this Deed). Under the Seventh Schedule of this Deed, the approval of the Government Property Administrator or person nominated by the Director of Lands is required before any liability for payment of any management and maintenance charges in respect of the Government Accommodation comes into effect.”

Clause (3:07:10) (a)

“Within a reasonable time before the close of each financial year the Manager shall prepare budgets for the ensuing financial year which budgets shall include all sums which in the opinion of the Manager will be necessary to meet the Management Expenses and the Government Accommodation Maintenance Expenses for the then current financial year and shall include an amount for contingencies. Such budgets for the Management Expenses except the first one shall be prepared in consultation with the Owners or the Owners’ Committee or the Owners’ Corporation (if formed).”



The Seventh Schedule

- “(a) F.S.I. as the Owner of the Government Accommodation shall at its own expenses keep the Government Accommodation (excluding any part forming part of the Items) in good and substantial repair and condition.
- (b) F.S.I. as the Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation (excluding the Items) only but not any other part of the Estate.
- (c) F.S.I. as the Owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors Provided however that the liability of F.S.I. shall be as determined by the Government Property Administrator or person nominated by the Director of Lands for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the Lot by reference to the proportion that the Management Shares of the Government Accommodation bears to the total Management Shares of the Estate and shall only commence from the date of the Assignment or the date of taking over of the Government Accommodation, whichever is the earlier and Provided further that F.S.I. shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director of Lands for this purpose. For the avoidance of doubt, F.S.I. as the Owner of the Government Accommodation shall not be liable for payment of the management and maintenance charges in respect of facilities or services located at Site B or Site C.
- (d) F.S.I. as the Owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the Estate (whether Common Areas, Common Facilities, Items or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director of Lands for this purpose, directly serve or otherwise directly benefit the Government Accommodation.
- (e) Subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed, F.S.I. as the Owner of the Government Accommodation shall not be liable for any payment of (i) management deposits; (ii) Special Fund or capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director of Lands for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors; (iii) insurance premium in respect of the Government Accommodation; (iv) debris removal fee; and (v) interest and penalty charges on late or default in payment of management and maintenance charges; or payment of a like nature.

- (f) Subject to the rights of the Owner of the Government Accommodation as provided in the Government Grant and this Deed, F.S.I. shall pay and/or reimburse to the Manager all Government Accommodation Maintenance Expenses.”

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

**1. Green Area**

Relevant Provisions under the Government Grant

Special Condition No.(5) of the Government Grant

- “(a) The Grantee shall:
- (i) within 72 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director 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 on PLAN I annexed hereto (hereinafter referred to as "the Green 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 Structures")
- so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (ii) within 72 calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (6) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at

the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

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

Special Condition No.(6) of the Government Grant

“For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green 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 these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green 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. (5) hereof or otherwise.”

Special Condition No.(7) of the Government Grant

“The Grantee shall not without the prior written consent of the Director use the Green 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. (5) hereof.”

Special Condition No. (8) of the Government Grant

- “(a) The Grantee shall at all reasonable times while he is in the possession of the Green 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 Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (5)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and



<p>regress to, from and through the lot and the Green 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 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 neighboring land or premises and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and</p> <p>(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 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 Area.</p> <p>(b) The Government, the Director and his officers, contractors and agents, the officers of the Water Authority and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents, the officers of the Water Authority and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.”</p>	<p>existing culverts, pavements or other structures as the Director may require;</p> <p>(ii) at his own expense and to the satisfaction of the Director maintain and manage the Existing Lanes together with such culverts, pavements or such other structures as the Director may require in good and substantial repair and condition; and</p> <p>(iii) at all times permit all members of the public for all lawful purposes free of charge and without any interruption to have access to and to pass and repass on foot or by wheelchair on, along, to, from, through and over the Existing Lanes;</p> <p>except that he may carry out necessary works on the Pink Hatched Black Stippled Black Areas in compliance with Special Condition No. (16) hereof. For the avoidance of doubt, the Existing Lanes shall not be used for any purpose other than those permitted in this sub-clause (b).</p> <p>(c) The Government 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 fulfilment of the Grantee’s obligations under this Special Condition, and no claim for compensation or otherwise shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.</p> <p>(d) It is hereby expressly agreed, declared and provided that the obligations on the part of the Grantee contained in sub-clause (b)(iii) of this Special Condition arise by contract and that by imposing the said obligations, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Existing Lanes or any part or parts thereof to the public for the right of passage.</p> <p>(e) It is hereby expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b)(iii) 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, any 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.</p> <p>(f) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.</p> <p>(g) The Grantee hereby indemnifies and shall keep indemnified the</p>
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<p>Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Existing Lanes.”</p>
<p><b>3. The Pedestrian Passage Way</b></p> <p><b><u>Relevant Provisions under the Government Grant</u></b></p> <p><u>Special Condition No.(16) of the Government Grant</u></p> <p>“(a) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall on or before the date specified under Special Condition No. (9) hereof (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards and designs as the Director shall require or approve and in all respects to the satisfaction of the Director:</p> <p>(i) lay, form and surface the areas coloured pink stippled black on PLAN I annexed hereto (hereinafter referred to as "the Pink Stippled Black Areas") and the Pink Hatched Black Stippled Black Areas; and</p> <p>(ii) construct and provide pedestrian passage way on the Pink Stippled Black Areas and Pink Hatched Black Stippled Black Areas as respectively referred to in sub-clause (i) of this Special Condition (hereinafter collectively referred to as "the Pedestrian Passage Way") together with such culverts, pavements or such other structures as the Director in his absolute discretion may require within the Pedestrian Passage Way.</p> <p>(b) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall upon completion of the construction works under sub-clause (a)(ii) of this Special Condition and thereafter at all times during the term hereby agreed to be granted at his own expense maintain and manage the Pedestrian Passage Way and such culverts, pavements or such other structures constructed pursuant to sub-clause (a) of this Special Condition in good and substantial repair and condition in all respects to the satisfaction of the Director.</p> <p>(c) Notwithstanding the provision contained in Special Condition Nos. (10) and (14)(b) hereof, the Grantee shall upon completion of the construction works under sub-clause (a)(ii) of this Special Condition and thereafter at all times during the term hereby agreed to be granted permit all members of the public for all lawful purposes free of charge and without any interruption to have access to pass and repass on foot or by wheelchair on, along, to, from, through and over the Pedestrian Passage Way.</p>