PANO HARBOUR 澐璟

SALES BROCHURE FOR PARKING SPACE 車位銷售說明書

PANO HARBOUR 澐璟



INFORMATION ON THE DEVELOPMENT

發展項目的資料

Postal Address of the Development as confirmed with the Commissioner of Rating and Valuation 2 Shing Fu Lane*

* The provisional street number is subject to confirmation when the Development is completed

The Development is an uncompleted development

- (a) The date estimated to be the date on which the conditions of the land grant are complied with in respect of the Development ("the estimated material date"), as provided by the Authorized Person for the Development is 31 December 2024.
- (b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- (c) For the purpose of the Agreement for Sale and Purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

經差餉物業估價署署長確定發展項目的郵寄地址 承富里2號*

*此臨時門牌號數有待發展項目建成時確認

本發展項目屬未落成發展項目

- (a) 由發展項目的認可人士提供的預計批地文件的條件就該項目而獲符合的日期(「預計關鍵日期」)為 2024年12月31日。
- (b) 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- (c) 為買賣合約的目的,在不局限任何其他可用以證明該發展項目落成的方法的原則下,地政總署署長發出的合格證明書或轉讓同意,即為該發展項目已落成或當作已落成(視屬何情況而定)的確證。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor

Fame Well Creation Limited

Holding companies of the Vendor

Joy Best Global Enterprises Limited China Resources Land (Overseas) Limited

China Resources Land Limited

CRH (Land) Limited

China Resources (Holdings) Company Limited

CRC Bluesky Limited China Resources Inc.

China Resources Company Limited

The person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development ("JV Partner")

Not applicable

Holding company of the JV Partner

Not applicable

Authorized person for the Development

Chan Wing Che

The firm or corporation of which an authorized person for the Development is a proprietor, director or employee in his or her professional capacity

Wong Tung & Partners Limited

Building contractor for the Development

Hip Hing Construction Company Limited

The firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development

Kao, Lee & Yip

Baker & McKenzie

賣方

名氣創建有限公司

賣方的控權公司

Joy Best Global Enterprises Limited

華潤置地(海外)有限公司

華潤置地有限公司

CRH (Land) Limited

華潤(集團)有限公司

CRC Bluesky Limited

華潤股份有限公司

中國華潤有限公司

賣方聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士(「合作伙伴」)

不適用

合作伙伴的控權公司

不適用

發展項目的認可人士

陳詠芝

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

王董建築師事務有限公司

發展項目的承建商

協興建築有限公司

就發展項目中的車位的出售而代表賣方行事的律師事務所

高李葉律師行

貝克·麥堅時律師事務所

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Any licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the Development

Industrial and Commercial Bank of China (Asia) Limited

DBS Bank Ltd., Hong Kong Branch

China Construction Bank (Asia) Corporation Limited

Bank of Communications Co., Ltd. Hong Kong Branch

Bank of China (Hong Kong) Limited

Mizuho Bank, Ltd., Hong Kong Branch

(Finance undertaking to be provided upon commencement of sale) DBS Bank (Hong Kong) Limited

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

Joy Best Global Enterprises Limited

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司

中國工商銀行(亞洲)有限公司

DBS Bank Ltd., Hong Kong Branch

中國建設銀行(亞洲)股份有限公司

交通銀行股份有限公司香港分行

中國銀行(香港)有限公司

Mizuho Bank, Ltd., Hong Kong Branch

(於開售前提供融資承諾)星展銀行(香港)有限公司

已為發展項目的建造提供貸款的任何其他人

Joy Best Global Enterprises Limited

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a)	The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development;	(a) 賣方或合作伙伴或有關發展項目的承建商屬個人,並屬該發展項目的認可人士的家人;	Not applicable 不適用
(b)	The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of such an authorized person;	(b) 賣方或合作伙伴或該發展項目的承建商屬合夥,而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人;	Not applicable 不適用
(c)	The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of such an authorized person;	(c) 賣方或合作伙伴或該發展項目的承建商屬法團,而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的家人;	No 否
	The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person;	(d) 賣方或合作伙伴或該發展項目的承建商屬個人,並屬上述認可人士的有聯繫人士的家人;	Not applicable 不適用
(e)	The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person;	(e) 賣方或合作伙伴或該發展項目的承建商屬合夥,而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的有聯繫人士的家人;	Not applicable 不適用
(f)	The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of an associate of such an authorized person;	(f) 賣方或合作伙伴或該發展項目的承建商屬法團,而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的有聯繫人士的家人;	No 否
	The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development;	(g) 賣方或合作伙伴或該發展項目的承建商屬個人,並屬就該發展項目內的車位的出售代表 賣方行事的律師事務所行事的經營人的家人;	Not applicable 不適用
(h)	The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development;	(h) 賣方或合作伙伴或該發展項目的承建商屬合夥,而該賣方或合作伙伴或承建商的合夥人 屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人;	Not applicable 不適用
(i)	The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors;	(i) 賣方或合作伙伴或該發展項目的承建商屬法團,而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述律師事務所的經營人的家人;	No 否
	The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that Vendor, JV Partner, holding company or contractor;	(j) 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或有關發展項目的承建商屬私人公司,而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份;	No 否

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

k) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that Vendor, JV Partner, holding company or contractor;	公司,而上述認可人士或上述有聯繫人士持有該賣方、合作伙伴、控權公司或承建商	No 否
The Vendor, the JV Partner or a building contractor for the Development is a corporation and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that Vendor, JV Partner or contractor or of a holding company or that Vendor or JV Partner;	賣方、合作伙伴、承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司	No 否
m) The Vendor, the JV Partner or a building contractor for the Development is a partnership and such an authorized person, or such an associate, is an employee of that Vendor, JV Partner or contractor;		Not applicable 不適用
n) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that Vendor, JV Partner, holding company or contractor;	公司,而就該發展項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該 賣方、合作伙伴、控權公司或承建商最少10%的已發行股份;	No 否
o) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor JV Partner, holding company or contractor;	公司,而上述律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少1%的已	No 否
p) The Vendor, the JV Partner or a building contractor for the Development is a corporation and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書);	No 否
q) The Vendor, the JV Partner or a building contractor for the Development is a partnership and a proprietor of such a firm of solicitors is an employee of that Vendor, JV Partner or contractor;		Not applicable 不適用
r) The Vendor, the JV Partner or a building contractor for the Development is a corporation and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	擔任董事或僱員的法團為該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的	No 否
s) The Vendor, the JV Partner or a building contractor for the Development is a corporation and that contractor is an associate corporation of that Vendor, JV Partner or of a holding company of that Vendor or JV Partner.		No 否

發展項目中的停車位的樓面平面圖



發展項目中的停車位的樓面平面圖

BASEMENT 2 FLOOR PLAN

地庫2層平面圖



LEGEND 圖例

Residential Parking Space 住宅停車位 Residential Motor Cycle Parking Space 住宅電單車停車位

發展項目中的停車位的樓面平面圖



LEGEND 圖例

Residential Parking Space 住宅停車位

Bicycle Parking Space 單車停車位

發展項目中的停車位的樓面平面圖

LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES

停車位位置、數目、尺寸及面積

	Type of parking space 停車位類別	Location 位置	Number 數量	Dimensions of each parking space (L x W) (m) 每個停車位的尺寸 (長 x 闊)(米)	Area of each parking space (sq. m) 每個停車位面積 (平方米)
	Residential Parking Space 住宅停車位		92	5.0 x 2.5	12.5
	Visitors' Parking Space 訪客停車位		12	5.0 x 2.5	12.5
&	Visitors' Parking Space (designated as Residential Parking Space for Disabled Persons) 訪客停車位 (被指定為住宅傷殘人士停車位)		3	5.0 x 3.5	17.5
	Commercial Parking Space 商用停車位		8	5.0 x 2.5	12.5
Ġ.	Commercial Parking Space (designated as Commercial Parking Space for Disabled Persons) 商用停車位 (被指定為商用傷殘人士停車位)		2	5.0 x 3.5	17.5
	Commercial Motor Cycle Parking Space 商用電單車停車位		1	2.4 x 1.0	2.4
	Residential Loading and Unloading Space 住宅上落客貨停車位		6	11.0 x 3.5	38.5
	Commercial Loading and Unloading Space 商用上落客貨停車位		3	11.0 x 3.5	38.5
	Parking Space for Refuse Collection Operation 垃圾收集停車位		1	12.0 x 5.0	60.0
	Residential Parking Space 住宅停車位	Basement 2 Floor 地庫2層	150	5.0 x 2.5	12.5
	Residential Motor Cycle Parking Space 住宅電單車停車位		6	2.4 x 1.0	2.4
	Residential Parking Space 住宅停車位	Basement 1 Floor	131	5.0 x 2.5	12.5
	Bicycle Parking Space 單車停車位	地庫1層	9	1.8 x 0.6	1.08

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

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

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

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. The number of undivided shares assigned to each parking space in the Development

Category	Floor	Parking space Number	No. of Undivided Shares allocated to each parking space
Residential Parking Spaces	Basement 3 Floor	3001 to 3003, 3005 to 3013, 3015 to 3023, 3025 to 3033, 3035 to 3039, 3050 to 3053, 3055 to 3063, 3065 to 3073, 3075 to 3083, 3085 to 3093, 3095 to 3103 and 3105 to 3112	13 / 67,212
	Basement 2 Floor	2001 to 2003, 2005 to 2013, 2015 to 2023, 2025 to 2033, 2035 to 2039, 2050 to 2053, 2055 to 2063, 2065 to 2073, 2075 to 2083, 2085 to 2093, 2095 to 2103, 2105 to 2113, 2115 to 2123, 2125 to 2133, 2135 to 2139, 2150 to 2153, 2155 to 2163, 2165 to 2173, 2175 to 2183 and 2185 to 2187	
	Basement 1 Floor	1001 to 1003, 1005 to 1013, 1015 to 1023, 1025 to 1033, 1035 to 1039, 1050 to 1053, 1055 to 1063, 1065 to 1073, 1075 to 1083, 1085 to 1093, 1095 to 1103, 1105 to 1113, 1115 to 1123, 1125 to 1133, 1135 to 1139, 1150 to 1153, 1155 to 1163, 1165 and 1166	
Residential Motor Cycle Parking Spaces	Basement 2 Floor	M1, M2, M3, M5, M6 and M7	2 / 67,212

B. The basis on which the management expenses are shared among the owners of the parking spaces in the Development

The Manager (as defined in the DMC) shall determine the amount which each Owner of the Car Park (which is defined in the DMC to mean either a Residential Parking Space or a Residential Motor Cycle Parking Space) shall contribute towards the management expenses in accordance with the following principles:

(a) Each Owner of a Unit of the Development shall contribute to the amount assessed under Part A of the annual Management Budget (as defined in the DMC) in the proportion which the number of the Management Shares (as defined in the DMC) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development.

Part A shall cover the estimated management expenses which in the opinion of the Manager are attributable to the management and maintenance of the Development Common Areas and the Development Common Facilities or for the benefit of all the Owners (excluding those estimated management expenses contained in Part B, Part C, Part D, Part E and Part F of the Management Budget); and

(b) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part F of the annual Management Budget (after deduction of such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Bicycle Parking Spaces and to be drawn from such part reserved for the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities in Part B of the annual Management Budget) in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

Part F shall contain the estimated management expenses which in the opinion of the Manager are attributable solely to the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities or solely for the benefit of all the Owners of the Car Parks and the Residential Units, provided that such portion of the estimated management expenditure in respect of Car Park Common Areas and Car Park Common Facilities which are attributable to the use of the Bicycle Parking Spaces shall be drawn from such part reserved for the management and maintenance of the Car Park Common Areas and the Car Park Common Facilities in Part B of the annual Management Budget.

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

The management fee deposit is equivalent to three (3) months' monthly contribution of the first year's budgeted management expenses payable in respect of a Unit and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by the first Owner of each Unit and such sum is non-refundable but transferable.

Remarks:

Unless otherwise defined in this sales brochure for parking space, capitalized terms used in the above shall have the same meaning of such terms in the DMC. For full details, please refer to the latest draft of the DMC. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

SUMMARY OF DEED OF MUTUAL COVENANT

公契的摘要

A. 分配予發展項目中的每個車位的不分割份數的數目

類別	樓層	車位編號	分配予每個 車位的不分割 份數的數目
住宅停車位	地庫3層	3001 至 3003, 3005 至3013, 3015至3023, 3025至3033, 3035至 3039, 3050至3053, 3055至3063, 3065至 3073, 3075至3083, 3085至3093, 3095至 3103及3105至3112	13 / 67,212
	地庫2層	2001至2003, 2005至 2013, 2015至2023, 2025至2033, 2035至 2039, 2050至2053, 2055至2063, 2065至 2073, 2075至2083, 2085至2093, 2095至 2103, 2105至2113, 2115至2123, 2125至 2133, 2135至2139, 2150至2153, 2155至 2163, 2165至2173, 2175至2183及2185至 2187	
	地庫1層	1001至1003, 1005至 1013, 1015至1023, 1025至1033, 1035至 1039, 1050至1053, 1055至1063, 1065至 1073, 1075至1083, 1085至1093, 1095至 1103, 1105至1113, 1115至1123, 1125至 1133, 1135至1139, 1150至1153, 1155至 1163, 1165及1166	
住宅電單車 停車位	地庫2層	M1, M2, M3, M5, M6及 M7	2 / 67,212

B. 管理開支按甚麼基準在發展項目中的車位的擁有人之間分擔

管理人(按公契界定)將根據以下原則釐定每個停車位(根據公契界定,指住宅停車位或住宅電單車停車位兩者其一)的業主須分擔之管理開支款額:

(a) 發展項目每個發展項目單位業主須按其發展項目單位獲分配的管理份數(按公契界定)的數目佔發展項目所有發展項目單位獲分配的管理份數的總數之比例分擔年度管理預算(按公契界定)A部分評估的款項。

A部分涵蓋管理人認為歸屬管理與保養發展項目公用地方及發展項目公用設施或供全體業主享用的預計管理開支 (不包括管理預算B部分、C部分、D部分、E部分及F部分所載的預計管理開支);及

(b) 每個業主除了支付以上第(a)項應付的款項外,還須就他作 為業主擁有的每個停車位按其停車位獲分配的管理份數的 數目佔發展項目所有停車位獲分配的管理份數的總數之 比例分擔年度管理預算F部分評估的款項(扣除停車場公用 地方及停車場公用設施的預計管理開支中歸屬於使用單車 停車位的該預計管理開支部分(該部分須從年度管理預算 B部分中保留予管理與保養停車場公用地方及停車場公用 設施之該部分支取)之後)。

F部分載有管理人認為僅歸屬管理與保養停車場公用地方及停車場公用設施或僅供所有停車位業主及住宅單位業主享用的預計管理開支,但停車場公用地方及停車場公用設施的預計管理開支中歸屬於使用單車停車位的該預計管理開支部分須從年度管理預算B部分中保留予管理與保養停車場公用地方及停車場公用設施之該部分支取。

C. 計算管理費按金的基準

管理費按金相等於每個發展項目單位應付的首年度預算管理 開支的每月分擔款項的三個月款項,該等款項不可用以抵銷 管理開支的每月分擔款項或每個發展項目單位的第一任業主所 須支付的任何其他分擔款項,該等款項不可退還,但可轉讓。

備註:

除非本車位銷售説明書中另行定義,否則以上英文本中以大楷顯示的用詞將等同於公契內的該用詞的意義。詳情請參閱公契的 最新擬稿,公契的最新擬稿副本可在支付必要影印費用後獲取。

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- 1. The Development is situated on New Kowloon Inland Lot No.6553 ("the Lot").
- 2. The Lot is held under an Agreement and Conditions of Sale dated the 23rd day of July 2019 and registered in the Land Registry as Conditions of Sale No.20348 ("the Land Grant") for a term of 50 years commencing from the 23rd day of July 2019.
- 3. General Condition No.7 of the Land Grant stipulates that:
 - (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with the General and Special Conditions of the Land Grant ("these Conditions"):
 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (b) In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director of Lands ("the Director"). In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

4. General Condition No.9 of the Land Grant stipulates that:

Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Purchaser 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 Purchaser and 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 Purchaser 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.

- 5. Special Condition No.(2) of the Land Grant stipulates, inter alia, that:
 - (a) There is excepted and reserved unto the Government the stratum of land within the area as shown edged blue on the plan annexed to the Land Grant lying between the level of 3.50 metres above the Hong Kong Principal Datum and the level of 14.05 metres below the Hong Kong Principal Datum (the stratum of land excepted and reserved in this Special Condition is hereinafter referred to as "the Reserved Area"), which stratum of land is, as at the date of this Agreement, occupied by a portion of the existing underground district cooling system facilities including but not limited to a seawater pumphouse and seawater culverts (hereinafter referred to as "the Underground DCS Facilities").
 - (b) The Purchaser shall have no right of or title to the ownership, possession or use of the Reserved Area.
 - (c) There are excepted and reserved unto the Government, its lessees, tenants and licensees the right of shelter,

- support and protection from the Lot for the Underground DCS Facilities as shall be decided by the Director of Electrical and Mechanical Services (as to which the decision of the Director of Electrical and Mechanical Services shall be final and binding on the Purchaser).
- (d) Neither the Purchaser nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (c) of this Special Condition or in respect of any liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence, operation and maintenance of the Underground DCS Facilities or any part or parts thereof within the Reserved Area.
- (e) Except with the prior written consent of the Director of Electrical and Mechanical Services (who may give such consent subject to such terms and conditions as he sees fit or refuse it at his absolute discretion), no building or structure or support for any building or structure shall be erected or constructed on, over, above, under, below or within the portion of the Lot shown edged blue (other than the Reserved Area) on the plan annexed to the Land Grant (hereinafter referred to as "the Edged Blue Area") and the portion of the Lot shown edged red on the plan annexed to the Land Grant (which edged red area being a protection zone of the Underground DCS Facilities is hereinafter referred to as "the Protection Zone"). If and when required by the Director of Electrical and Mechanical Services, the Purchaser shall at his own expense, within the time limit specified by the Director of Electrical and Mechanical Services and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, remove or demolish all or any of the buildings or structures or supports for buildings or structures erected or constructed on, over, above, under, below or within the Edged Blue Area, the Protection Zone or any part thereof and thereafter reinstate the Edged Blue Area, the Protection Zone or any part thereof and if the Purchaser fails to carry out such removal, demolition or reinstatement works within the time limit specified by the Director of Electrical and Mechanical Services, the Director of Electrical and Mechanical Services may carry

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- out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
- (g) The Purchaser shall, at all times throughout the term agreed to be granted by the Land Grant, permit the Director of Electrical and Mechanical Services and his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of operating and maintaining the Underground DCS Facilities and carrying out any works in connection with the Underground DCS Facilities.
- (h) The Purchaser shall not interfere in any way with the use, operation and maintenance of the Underground DCS Facilities and any damage or obstruction which in the opinion of the Director of Electrical and Mechanical Services (whose opinion shall be final and binding on the Purchaser) has been caused by the Purchaser or by his servants, contractors, agents, workmen and any persons authorized by the Purchaser to the Underground DCS Facilities or any part or parts thereof shall be made good by the Government at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director of Electrical and Mechanical Services whose determination shall be final and binding on the Purchaser.
- 6. Special Condition No.(7) of the Land Grant stipulates that:
 - (a) Subject to sub-clause (b) of this Special Condition, the Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding office, godown, hotel and petrol filling station) purposes.
 - (b) The area shown coloured pink on the plan annexed to the Land Grant 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 private residential purposes.

- 7. Special Condition No.(8) of the Land Grant stipulates that:
 - No tree growing on the Lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
- 8. Special Condition No.(9) of the Land Grant stipulates that:
 - The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the Lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- 9. Special Condition No.(10)(a)(v) of the Land Grant stipulates, inter alia, that:
 - (II) the Purchaser shall at his own expense implement and complete the building works for the Greenery Area in accordance with the approved Submission and thereafter maintain the same in all respects to the satisfaction of the Director. No amendment, variation, alteration, modification or substitution of the approved Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the Director; and
 - (III) except with the prior written approval of the Director, the Greenery Area as shown in the approved Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) of the Land Grant, and shall not be used for any purpose other than as the Greenery Area in accordance with the approved Submission.
- 10. Special Condition No.(12)(c) of the Land Grant stipulates that:

The Purchaser shall throughout the term agreed to be granted by the Land Grant keep the Public Passage Areas and the Additional Public Passage Areas open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption for the

purpose of gaining direct access to and from the Pedestrian Street, the proposed roads adjacent to the Lot shown and marked "Proposed Road D3" and "Proposed Road L12A" on the plan annexed to the Land Grant (hereinafter respectively referred to as "the Proposed Road D3" and "the Proposed Road L12A") and the Yellow Hatched Black Area.

- 11. Special Condition No.(23) of the Land Grant stipulates that
 - (a) Subject to sub-clause (b) of this Special Condition, the Purchaser shall have no right of ingress or egress to or from the Lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed to the Land Grant or at such other points as may be approved in writing by the Director.
 - (b) Prior to completion of the construction of the Proposed Road D3 and the Proposed Road L12A, the Purchaser shall have no right of ingress or egress to or from the Lot for the passage of motor vehicles except between such points as the Director shall specify. The decision of the Director as to when the construction of the said roads shall have been completed shall be final and binding on the Purchaser. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the construction of the said roads or otherwise and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
 - (c) Upon development or redevelopment of the Lot, a temporary access for construction vehicles into the Lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.
- 12. Special Condition No.(24) of the Land Grant stipulates that:
 - (a) (i) Spaces shall be provided within the Lot to the

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- satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at the following rates:
- (I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences) is or are provided within the Lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the Lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 16.7 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.5 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.2 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.2 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.9 residential unit or part thereof
Not less than 160 square metres	One space for every 0.7 residential unit or part thereof

(II) where a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences is or are provided within the Lot, at the following rates:

- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.
- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the Lot shall be provided within the Lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the Lot:
 - (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the Lot, at a rate of 5 spaces for every block of residential units, or
 - (II) at such other rates as may be approved by the Director.
- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (26) of the Land Grant) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of one space for every 200 square metres or part thereof of the gross floor area

- of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause (b)(i) is a decimal number, the same shall be rounded up to the next whole number.
- (iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (26) of the Land Grant) 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 or part or parts of the building or buildings erected or to be erected on the Lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a) (i)(I) and (b)(i) of this Special Condition (as may be respectively varied under Special Condition No. (26) of the Land Grant) and sub-clause (a)(iii) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved or designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under subclause (a)(iii) of this Special Condition and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.
 - (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking

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of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (d) (i) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:
 - (I) one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the Lot (hereinafter referred to as "the Residential Motor Cycle Parking Spaces") and for the purpose of this sub-clause (d)(i)(I), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit; and the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser; and
 - (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (26) of the Land Grant).
 - (ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No. (26) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees

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

- (iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition (as may be varied under Special Condition No. (26) of the Land Grant) 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 or part or parts of the building or buildings erected or to be erected on the Lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees at a rate of one space for every 30 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. Such spaces (as may be varied under Special Condition No. (26) of the Land Grant) shall not be used for any purpose other than for the purpose set out in this sub-clause (e). If the number of spaces to be provided under this sub-clause (e) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (e), a detached, semidetached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (f) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a) (i) and (b)(i) of this Special Condition (as may be

respectively varied under Special Condition No. (26) of the Land Grant) and sub-clause (a)(iii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

- (ii) The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the spaces provided under sub-clause (d) (i) of this Special Condition (as may be varied under Special Condition No. (26) of the Land Grant) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
- (iv) Each of the spaces provided under sub-clause (e) of this Special Condition (as may be varied under Special Condition No. (26) of the Land Grant) shall be of such dimensions as may be approved in writing by the Director.
- (g) The Purchaser shall:
 - (i) on or before the 31st day of March, 2025* or such other date as may be approved by the Director, at the Purchaser's own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:
 - (I) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a)(i), (b) and (d) of this Special Condition (as may be respectively varied under Special Condition No. (26) of the Land Grant) and sub-clause (a)(iii) of this Special Condition and the Parking Spaces for Disabled Persons; and

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(II) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (g)(i)(I) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a)(i) and (b) of this Special Condition (as may be respectively varied under Special Condition No. (26) of the Land Grant) and sub-clause (a)(iii) of this Special Condition and the Parking Spaces for Disabled Persons with at least one electric vehicle medium charger for each of such parking spaces; and

*Note: The date in Special Condition No.(24)(g)(i) has been amended to the 30th day of September 2025 pursuant to the letter from the District Lands Office, Kowloon East of the Lands Department dated 7th December 2020.

- (ii) throughout the term agreed to be granted by the Land Grant, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities and electric vehicle medium chargers provided and installed under subclauses (g)(i)(I) and (g)(i)(II) of this Special Condition in good repair and operational condition.
- 13. Special Condition No.(25) of the Land Grant stipulates that:
 - (a) Spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
 - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the Lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the Lot, such loading and unloading space to be located adjacent to or within each block of residential units. If the number of spaces to be provided under this sub-clause (a)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(i), a detached, semi-detached or terraced house which is intended for use

as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a block or blocks of residential units, what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser; and

- (ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the Lot to be used for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes subject to a minimum of one space being provided.
- (b) Each of the spaces provided under sub-clauses (a)(i) and (a) (ii) of this Special Condition (as may be respectively varied under Special Condition No. (26) of the Land Grant) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the Lot.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (26) of the Land Grant), any floor area to be used for parking, loading and unloading purposes shall be excluded.
- 14. Special Condition No.(26) of the Land Grant stipulates that:
 - (a) Notwithstanding Special Conditions Nos. (24)(a)(i), (24) (b)(i), (24)(d)(i), (24)(e), (25)(a)(i) and (25)(a)(ii) of the Land Grant, the Purchaser 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 Purchaser may increase or reduce the respective numbers of spaces required to be provided under

Special Conditions Nos. (24)(a)(i)(I) and (24)(d)(i)(I) of the Land Grant (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.

- 15. Special Condition No.(28) of the Land Grant stipulates that:
 - (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
 - (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot

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

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

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- (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 Disabled Persons.
- 16. Special Condition No.(32) of the Land Grant stipulates, inter alia, that:
 - (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or fillingin or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the Lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
 - (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the Lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out

of or in connection with such falling away, landslip or subsidence.

- (d) In addition to any other rights or remedies provided in the Land Grant for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
- 17. Special Condition No.(33) of the Land Grant stipulates that:

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

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

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

- 19. Special Condition No.(35) of the Land Grant stipulates that:
 - (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the Lot, or from other areas affected by any development of the Lot being eroded, washed

down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, stormwater drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.
- 20. Special Condition No.(36) of the Land Grant stipulates that:

Subject to Special Conditions Nos. (2)(h) and (3)(h)(ii) of the Land Grant, the Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot, the Yellow Area, the Yellow Hatched Black Area or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in

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respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot, the Yellow Area, the Yellow Hatched Black Area or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot, the Yellow Area, the Yellow Hatched Black Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

- 21. Special Condition No.(37) of the Land Grant stipulates that:
 - (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the Lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Lot, and the Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rainwater.
 - (b) The works of connecting any drains and sewers from the Lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense

and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

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

- 23. Special Condition No.(41) of the Land Grant stipulates, inter alia, that:
 - (d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
 - (e) In the event of non-fulfilment of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on

demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.

- (f) The Purchaser shall, at all times throughout the term hereby agreed to be granted, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:
 - (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;
 - (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
 - (iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.
- 24. Special Condition No.(42) of the Land Grant stipulates that:
 - (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director,

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submit or cause to be submitted to the Director for his approval in writing a noise impact assessment (hereinafter referred to as "the NIA") on the development of the Lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts as may arise from the development of the Lot, and recommendations for mitigation measures, improvement works and other measures and works (hereinafter referred to as "the Noise Mitigation Measures").

- (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director, carry out and implement the Noise Mitigation Measures contained in the NIA as approved by the Director under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.
- (c) No building works (other than the demolition and removal works referred to in Special Condition No. (1) (b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- 25. Special Condition No.(43) of the Land Grant stipulates that:

In the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or

noise barriers on the Lot with projection extending beyond the boundary of the Lot and over and above any adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the Lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director. If temporary road closure or traffic diversion shall be required for carrying out any works under this Special Condition, written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than noise barrier. Except with the prior written consent of the Director, the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Purchaser and his servants, contractors, agents, workmen and any persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the Lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any works under this Special Condition in relation to

the part or parts of the Noise Barrier projecting over the Government land;

- (g) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the Lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the Lot and the Noise Barrier as a result of the erection, construction, presence, repair, maintenance, alteration, addition, replacement, attachment, use, demolition or removal of the Noise Barrier or any part or parts thereof;
- (h) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within 6 calendar months from the date of the written notice. Upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (i) in the event of non-fulfilment of the Purchaser's obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser;
- (j) the Purchaser shall at all times permit the Director, his officers, contractors, agents, workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the Lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (h) of this Special Condition and carrying out any works in accordance with sub-clause (i) of this Special Condition or any other works which the Director may consider necessary;

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- (k) the Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (j) of this Special Condition or the carrying out of any works under sub-clause (i) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance; and
- (I) the Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment of the Purchaser's obligations under this Special Condition or the carrying out of the works under subclause (i) of this Special Condition.
- 26. Special Condition No.(44) of the Land Grant stipulates that:
 - (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing an air quality impact assessment (hereinafter referred to as "the Air Quality Impact Assessment") on the development of the Lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse air quality impacts from the nearby sources such as vehicle emissions from nearby roads and recommendations for mitigation measures, improvement works and other measures and works to comply with the Air Quality Objectives as stipulated in the Air Pollution Control Ordinance, any regulations made thereunder and any amending legislation.
 - (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of

- Environmental Protection carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all aspects to the satisfaction of the Director of Environmental Protection.
- (c) No building works (other than the demolition and removal works referred to in Special Condition No. (l) (b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Lot or any part thereof until the Air Quality Impact Assessment shall have been approved in writing by the Director of Environmental Protection.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- 27. Special Condition No.(45) of the Land Grant stipulates that:
 - (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "the SIA") on the development of the Lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of

- the Lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (other than the demolition and removal works referred to in Special Condition No. (1) (b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- 28. Special Condition No.(47) of the Land Grant stipulates that:

The Purchaser shall throughout the term agreed to be granted by the Land Grant upon receiving prior written notice

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from the Government permit the Government and its officers, contractors, agents, workmen and any persons authorized by the Government with or without tools, equipment, plant machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Pink Hatched Black Stippled Black Area for all Government vehicular and pedestrian access for the purpose of inspecting, checking and maintaining the Environmentally Friendly Linkage System that may be constructed near the Lot. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights by the Government, its officers, contractors, agents, workmen and any persons authorized by the Government under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Remarks:

- 1. The expression "Purchaser" as mentioned in this section means the person entering into and executing the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.
- 2. For full details, please refer to the Land Grant. A copy of the Land Grant is available for inspection by the general public free of charge at the sales office.

批地文件的摘要

- 1. 該物業發展項目位於新九龍內地段第6553號(「該地段」)。
- 2. 根據2019年7月23日訂立並在土地註冊處登記為賣地條件 第20348號之賣地協議及條件(「批地文件」)持有該地段, 租期由2019年7月23日起計50年。
- 3. 批地文件一般條款第7條規定:
 - (a) 買方須在整個租契年期期間就根據批地文件的一般條款及 特別條款(「該等條款」)建造或重建(該詞語指本一般條 款第(b)分條提及的重新開發):
 - (i) 按已批准的設計及佈局及任何經批准的建築圖則保養 所有建築物,並不能對其作出修改或更改;及
 - (ii) 保養所有已興建或今後可能按該等條款或對其作出的 合同修訂興建的所有建築物,使其處於修繕妥當的 狀態,直至租契年期期滿或提早終止租約時交還。
 - (b) 倘若在租契年期期間拆卸當時在該地段或其中任何部分上存在的任何建築物,買方須興建相同類型和不少於原先的總樓面面積的健全及堅固的建築物或經地政總署署長(「署長」)批准的類型和價值的建築物作為代替。如果作出上述拆卸,買方須在該拆卸的一個曆月內向署長申請同意進行該地段的重新開發之建築工程,並在收到上述同意後的三個曆月內展開重新開發所必要的工程和在署長規定的時限內完成工程,並使署長滿意。
- 4. 批地文件一般條款第9條規定:

任何根據該等條款規定鋪造的任何私家街、私家路及後巷,選址必須令署長滿意,並按照署長決定納入或不納入於本文協定批租的該地段範圍。在任何一種情況下,此等私家街、私家路及後巷必須在政府規定時免費交還政府。如上述私家街、私家路及後巷交還給政府,政府將進行該處的路面、路緣石、排水渠(包括污水及雨水排水渠)、渠道及路燈建設工程,費用則由買方支付,其後則以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批租的該地段一部分,買方應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程,並在一切方面使署長滿意。署長可因應公眾利益,按需要執行或

促使他人執行路燈安裝及維修工程。買方須承擔此等路燈安裝工程的資金成本,並允許工人和車輛自由進出及往返批租 範圍,以便安裝及維修路燈。

- 5. 批地文件特別條款第(2)條規定,除了其他方面外:
 - (a) 批地文件附錄的圖則上以藍色邊界包圍並屬於香港主水平 基準以上3.50米及香港主水平基準以下14.05米的水平之 間的地層現時被政府豁除及保留(於本特別條款下豁除及 保留的地層於下文簡稱「保留區域」),而於在本協議 之日,該地層由一部分現存的地下區域供冷系統設施所 佔用,包括但不限於海水泵房及海水溝渠(下文簡稱「地下 區域供冷系統設施」)。
 - (b) 買方並無擁有、管有或使用保留區域的權利或業權。
 - (c) 政府、其承租人、租客及被許可人均獲豁除及保留由機電工程署署長決定於該地段為地下區域供冷系統設施享有之庇護、支撐及保護的權利(機電工程署署長就此作出的決定是最終決定及對買方具有約束力)。
 - (d) 買方及任何其他人士均無權反對或就本特別條款第(a)及 第(c)分條下的豁除及保留或因位於保留區域內的地下區域 供冷系統設施或其任何部分的存在、運作及保養直接或 間接所引致或與之有關的一切責任、索償、損失、損害、 支出、費用、開支、要求、索求及法律程序及不論是否 根據任何規例而向政府提出任何賠償。
 - (e) 除非得到機電工程署署長事先書面批准 (機電工程署署長可以其絕對酌情權就該批准附上其認為合適的條款及條件或拒絕批准),否則不得在批地文件附錄的圖則上以藍色邊界包圍之該地段的部分(保留區域除外)(下文簡稱「藍色邊界區域」)及在批地文件附錄的圖則上以紅色邊界包圍之該地段的部分(而該以紅色邊界包圍的部分為地下區域供了系統設施的保護區域,下文簡稱「保護區域」)上、上方、之下或之內豎立或興建任何建築物或構築物或其任何部分上、上方、之上、下方、之下或之內豎立或興建的任何建築物或構築物或任何建築物或構築物的支撐物,並在此之後將藍色邊界

區域及保護區域或其任何部分還原,在一切方面使機電工程署署長滿意。如果買方在機電工程署署長規定的時限內沒有進行該等移除、拆卸或還原工程,機電工程署署長可進行其認為必要的移除、拆卸或還原工程,而買方須應要求向政府支付該等工程的費用。

- (g) 買方須於批地文件約定的整個批租年期內的所有時候允許機電工程署署長及其員工、承辦商、代理人、工人及任何獲機電工程署署長授權的人士有權攜同或不攜同工具、設備、機器、機械或汽車自由及無阻通行、進出、往返及行經該地段或其任何部分及在該地段上已建或擬建之建築物以運作及保養地下區域供冷系統設施及進行任何與地下區域供冷系統設施有關的工程。
- (h) 買方不得以任何方式干擾地下區域供冷系統設施的使用、 運作及保養,而政府會將任何機電工程署署長認為是由 買方及其傭工、承辦商、代理人、工人及任何獲買方授權的 人士對地下區域供冷系統設施或其任何部分造成的損害或 阻礙(機電工程署署長就此作出的決定是最終決定及對買方 具有約束力) 回復原狀,費用一概由買方負責,而買方須應 要求向政府支付相等於該費用的金額,付款金額由機電 工程署署長決定,其決定是最終決定及對買方具約束力。
- 6. 批地文件特別條款第(7)條規定:
 - (a) 受制於本特別條款第(b)分條,該地段或其任何部分或在其上的任何已建或擬建的任何建築物或其任何部分不得用作非工業(不包括辦公室、倉庫、酒店及加油站)用途以外的其他用途。
 - (b) 批地文件附錄的圖則上以粉紅色顯示的範圍或其任何部分或 在其上的任何已建或擬建的任何建築物或其任何部分不得 用作私人住宅用途以外的其他用途。
- 7. 批地文件特別條款第(8)條規定:

未經署長的事先書面同意,不得移除或干擾在該地段或毗鄰 地段生長的樹木。署長在授予書面同意時,可以就移植、代償性 環境美化或補種施加他認為合適的條件。

批地文件的摘要

8. 批地文件特別條款第(9)條規定:

買方須自費美化並在該地段及平台(如有)的任何未於其上建築的部分種植樹木及灌木,並在其後自費保持及保養該等園景,使其處於安全、乾淨、整潔、齊整及健康狀態,以全面今署長滿意。

- 9. 批地文件特別條款第(10)(a)(v)條規定,除了其他方面外:
 - (II) 買方須自費按照已批准的該提交實施及完成綠化範圍的工程並在其後進行保養,以在一切方面使署長滿意。未經署長的事先書面同意,不能對經批准的該提交或顯示綠化範圍的圖則作出修訂、修改、改動、更改或替代;及
 - (III)除非已獲署長的事先書面同意,否則經批准的該提交上 所顯示的綠化範圍須被指定為及構成批地文件特別條款 第(21)(a)(v)條中提及的公用地方,並不得用作按照該提交的 綠化範圍以外的用途。
- 10. 批地文件特別條款第(12)(c)條規定:

買方須於批地文件約定的整個批租年期內保持公共通道區域及附加公共通道區域開放,以讓公眾可以每天24小時為了一切合法目的免費並不受干擾地徒步或乘坐輪椅直接出入行人街道、鄰近該地段的擬建道路(其在批地文件附錄的圖則上顯示及標示為"Proposed Road D3"及"Proposed Road L12A")(下文分別簡稱為「擬建道路D3」及「擬建道路L12A」)及黃色加黑斜線區域。

- 11. 批地文件特別條款第(23)條規定:
 - (a) 受本特別條款第(b)分條規限,買方無權使用車輛進出及 往返該地段,除非從批地文件附錄的圖則上顯示並標示為 X點和Y點之間的Z點通過,或在其他得到署長書面批准的 地點涌過。
 - (b) 在擬建道路D3及擬建道路L12A建築完工前,買方無權使 用車輛進出及往返該地段,除非在署長指定的地點之間 通過。就該等道路何時完工,署長所作出的決定是最終

決定及對買方具有約束力。政府毋須就任何對買方或任何 其他人士所造成或使買方或任何其他人士蒙受的損失、 損害、滋擾或干擾承擔任何責任或法律責任,不論該等損 失、損害、滋擾或干擾是否因建築該等道路或其他原因而 引起或附帶引起的,買方亦不得就任何該等損失、損害、 滋擾或干擾向政府提出任何索償。

- (c) 在發展或重新發展該地段期間,建築車輛可在署長所指定的位置,及受制於署長可能施加的條件,獲准一條臨時通道進出該地段。當該發展或重新發展完工時,買方應在署長指定的時限內,自費還原該臨時通路所建築的區域,以在一切方面使署長滿意。
- 12. 批地文件特別條款第(24)條規定,除了其他方面外:
 - (a) (i) 該地段內須提供停車位,以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌,並屬於該地段上已建或擬建的一棟或多棟建築物的住宅單位住客及其真正賓客、訪客或被邀者的車輛(下文簡稱「住宅停車位」),以使署長滿意,配置比例如下:
 - (I) 如該地段內建有一棟或多棟住宅單位大廈(擬供單一家庭作住所的獨立屋、半獨立屋或排屋除外), 須根據下表所列該地段上已建或擬建各住宅單位的 面積計算,除非署長同意有別於下表所列的配置 比例或數字:

每個住宅單位的面積	提供住宅停車位的數目
少於40平方米	每16.7個住宅單位或其部
	分設置一個停車位
不少於40平方米但少於70	每9.5個住宅單位或其部分
平方米	設置一個停車位
不少於70平方米但少於	每3.2個住宅單位或其部分
100平方米	設置一個停車位
不少於100平方米但少於	每1.2個住宅單位或其部分
130平方米	設置一個停車位
不少於130平方米但少於	每0.9個住宅單位或其部分
160平方米	設置一個停車位
不少於160平方米	每0.7個住宅單位或其部分
	設置一個停車位

- (II) 而該地段內現已或擬供單一家庭作住所的獨立 屋、半獨立屋或排屋,配置比例如下:
 - (A) 每座總樓面面積少於160平方米的房屋配置 1個停車位;
 - (B) 每座總樓面面積不少於160平方米但少於220 平方米的房屋配置1.5個停車位;及
 - (C) 每座總樓面面積不少於220平方米的房屋配置 2個停車位。
- (iii) 該地段內須按照下列比例額外設置停車位,以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌,並屬於該地段上已建或擬建的一棟或多棟建築物的住宅單位住客之真正賓客、訪客或被邀者的車輛,以使署長滿意,惟該地段內須最少配置2個停車位:
 - (I) 倘若該地段已建或擬建的任何住宅單位大廈提供 超過75個住宅單位,須按每棟住宅單位大廈5個 停車位之比率;或
 - (II) 署長批准的其他比率。
- (iv) 根據本特別條款第(a)(i)分條(可根據批地文件特別條款第(26)條規定更改)和第(a)(iii)分條提供的停車位除用作該等特別條款分別訂明的用途外,不可用作任何其他用途,尤其不可用作存放、展示或展覽汽車作出售或其他用途或提供洗車和汽車美容服務。
- (b) (i) 該地段內須就該地段已建或擬建的一棟或多棟作非工業用途(不包括私人住宅、辦公室、倉庫、酒店及加油站)的建築物的總樓面面積每200平方米或其部分設置一個停車位,以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌的車輛,除非署長同意其他比率,以使署長滿意。假若依照本特別條款第(b)(i)分條提供的停車位的數目是小數,則須上調至下一個整數。

批地文件的摘要

- (iii) 根據本特別條款第(b)(i)分條提供(可根據批地文件 特別條款第(26)條規定更改)的停車位,除用作停泊 根據《道路交通條例》、其任何附屬規例及任何相關 修訂法例持牌,並屬於該地段上已建或擬建的一棟或 多棟建築物的佔用人及其真正賓客、訪客或被邀者的 車輛以外的用途外,不可用作任何其他用途,尤其不可 用作存放、展示或展覽汽車作出售或其他用途或提供 洗車和汽車美容服務。
- (c) (i) 從依照批地文件特別條款第(a)(i)(I)及第(b)(i)分條(可根據批地文件特別條款第(26)條規定更改)和本特別條款第(a)(iii)分條提供的停車位當中,買方須保留及指定建築事務監督可要求及批准的停車位數目,以供根據《道路交通條例》、其任何附屬規例及任何相關修訂法例所定義之傷殘人士停泊車輛(如此保留和指定的車位在下文簡稱「傷殘人士停車位」),惟須從根據本特別條款第(a)(iii)分條提供的停車位之中保留和指定最少一個停車位,且買方不得將所有按本特別條款第(a)(iii)分條提供的停車位全部保留或指定作為傷殘人士停車位。
 - (ii) 傷殘人士停車位不可用作供根據《道路交通條例》、 其任何附屬規例及任何相關修訂法例定義之傷殘人士 停泊屬於該地段已建或擬建的建築物住客或佔用人及 其真正賓客、訪客或被邀者的車輛以外的用途,特別 是不得用作存放、陳列或展覽汽車作銷售或其他用途 或用作提供汽車清潔及美容服務。
- (d) (i) 該地段內須提供停車位,以供停泊根據《道路交通條例》、其任何附屬規例及任何相關修訂法例持牌的電單車,以使署長滿意,配置比例如下,除非署長同意其他比率:
 - (I) 就該地段已建或擬建的一棟或多棟建築物每100個住宅單位或其部分提供一個電單車位(下文簡稱「住宅電單車停車位」),而就本第(d)(i)(I)分條而言,擬供單一家庭作住所的獨立屋、半獨立屋或排屋不得視為住宅單位。署長對何謂構成一個獨立屋、半獨立屋或排屋和該屋是否構成或擬供單一家庭作住所的決定是最終決定及對買方具約束力;及

- (II) 依照本特別條款第(b)(i)分條提供的停車位的總數 之百分之十(可根據批地文件特別條款第(26)條 規定更改)。
- (ii) 住宅電單車停車位(可根據批地文件特別條款第(26)條 規定更改)不可用作供根據《道路交通條例》、其任何 附屬規例及任何相關修訂法例持牌,並屬於該地段上 已建或擬建的一棟或多棟建築物的住宅單位住客及其 真正賓客、訪客或被邀者的電單車以外的用途,尤其 不可用作存放、展示或展覽汽車作出售或其他用途或 提供洗車和汽車美容服務。
- (iii) 根據本特別條款第(d)(i)(II)分條提供(可根據批地文件 特別條款第(26)條規定更改)的停車位除用作供根據 《道路交通條例》、任何其下的規例及任何修訂立法持 牌,並屬於該地段已建或擬建並且是就本特別條款第 (b)(i)分條提及的目的而建的建築物或其部分的佔用人 及其真正賓客、訪客或被邀者的電單車的用途外,不 可用作任何其他用途,尤其不可用作存放、展示或展覽 汽車作出售或其他用途或提供洗車和汽車美容服務。
- (e) 該地段內須按該地段上已建或擬建的一棟或多棟建築物每30個住宅單位或其部分(而每個住宅單位的總樓面面積不少於70平方米)提供一個停車位的比率或按署長批准的其他比率提供停車位,以供停泊屬於該地段上已建或擬建的一棟或多棟建築物的住宅單位住客及其真正賓客、訪客或被邀者的單車,以使署長滿意。該等停車位(可根據批文件特別條款第(26)條規定更改)不可用作供本第(e)分條列明的用途以外的用途。假若依照第(e)分條提供的停車位的數目是小數,則須上調至下一個整數。而就本第(e)分條而言,擬供單一家庭作住所的獨立屋、半獨立屋或排屋不得視為住宅單位。署長對何謂構成一個獨立屋、半獨立屋或排屋和該屋是否構成或擬供單一家庭作住所的決定是最終決定及對買方具約束力。
- (f) (i) 除了傷殘人士停車位之外,依照本特別條款第(a)(i)及 第(b)(i)分條(可根據批地文件特別條款第(26)條規定 更改)和第(a)(iii)分條提供的每個停車位,須闊2.5米 及長5.0米及最少有2.4米淨空高度。
 - (ii) 每一個傷殘人士停車位的尺寸須按建築事務監督的 要求和經其批准。

- (iii) 根據本特別條款第(d)(i)分條提供(可根據批地文件 特別條款第(26)條規定更改)的每一停車位的尺寸須 闊1.0米、長2.4米及最少有2.4米淨空高度或署長批准的 其他最低淨空高度。
- (iv) 根據本特別條款第(e)分條提供(可根據批地文件特別條款第(26)條規定更改)的每一停車位的尺寸須按署長的書面批准。

(g) 買方須:

- (i) 在2025年3月31日*或署長可能批准的其他日期或之前,自費並以機電工程署署長滿意的標準及設計,及在各方面遵守《建築物條例》及《電力條例》、其任何附屬規例及任何修訂法例:
 - (I) 為根據本特別條款第(a)(i)、第(b)及第(d)分條所 提供的所有停車位(分別可根據批地文件特別條款 第(26)條規定更改)及第(a)(iii)分條所提供的停車 位及傷殘人士停車位提供及安裝電動車輛使用的 充電設施,包括但不限於固定電力裝置及安裝 最終電路裝置;及
 - (II) 為不少於30%之根據本特別條款第(a)(i)及第(b) 分條所提供的停車位(分別可根據批地文件特別條款第(26)條規定更改)及第(a)(iii)分條所提供的停車位及傷殘人士停車位提供及安裝電動車輛中速充電器,包括本特別條件第(g)(i)(I)分條提及的最終電路裝置,使每個該等停車位至少有一個電動車輛中速充電器;及
 - *備註:特別條款第(24)(g)(i)條中提及的日期已按照地政總署九龍東區地政處於2020年12月7日發出的信函更改為2025年9月30日。
- (ii) 於批地文件約定的整個批租年期內自費修理、保養、維修及管理按本特別條件第(g)(i)(I)及第(g)(i)(II)分條要求而提供及安裝的充電設施及電動車輛中速充電器,使其處於維修妥當及操作良好的狀況,以在一切方面使機電工程署署長滿意。

批地文件的摘要

- 13. 批地文件特別條款第(25)條規定:
 - (a) 在該地段內須按以下比率提供裝卸區,使署長滿意:
 - (i) 就該地段已建或擬建的一棟或多棟建築物每800個住宅單位或其部分提供一個裝卸區,或按署長批准的其他比率提供,但該地段已建或擬建的每棟住宅單位大廈須設置最少一個裝卸區,該裝卸區須位於每棟住宅單位大廈旁邊或之內。假若依照本特別條款第(a)(i)分條提供的車位的數目是小數,則須上調至下一個整數。而就本第(a)(i)分條而言,擬供單一家庭作住所的獨立屋、半獨立屋或排屋和該屋是所對何謂構成一個獨立屋、半獨立屋或排屋和該屋是否構成或擬供單一家庭作住所的決定是最終決定及對買方具約束力;及
 - (ii) 就該地段已建或擬建的一棟或多棟作非工業用途(不包括 私人住宅、辦公室、倉庫、酒店及加油站)的建築物的 總樓面面積每800平方米或其部分設置一個裝卸區, 惟須最少設置1個裝卸區。
 - (b) 根據本特別條款第(a)(i)及第(a)(ii)分條提供的每個裝卸區 (分別可根據批地文件特別條款(26)條規定更改)須闊3.5米 及長11.0米及最少有4.7米淨空高度。該等裝卸區不可用 作與該地段已建或擬建的建築物有關的貨車裝卸用途以外 之任何用途。
 - (c) 在計算按本特別條款第(a)(ii)分條所提供的車位(可根據 批地文件特別條款第(26)條規定更改)之數目時,任何供 停泊車輛及裝卸用途之樓面面積均不被計算在內。
- 14. 批地文件特別條款第(26)條規定:
 - (a) 儘管特別條款第(24)(a)(i)條、第(24)(b)(i)條、第(24)(d)(i)條、第(24)(e)條、第(25)(a)(i)條及第(25)(a)(ii)條另有規定, 買方可增加或減少按上述特別條款提供的各自的車位 數目,幅度不多於百分之五,惟如此增加或減少的車位總數 不得超過50。

- (b) 除本特別條款第(a)分條的規定外,買方可增加或減少根據 批地文件特別條款第(24)(a)(i)(I)條和第(24)(d)(i)(I)條提供 的各自的車位數目(不計算按本特別條款第(a)分條計算的 車位),幅度不多於百分之五。
- 15. 批地文件特別條款第(28)條規定:
 - (a) 即使已遵守該等條款並使署長滿意,住宅停車位及住宅 電單車停車位不得:
 - (i) 轉讓,除非:
 - (I) 連同該地段的不分割份數及獨家使用及管有該地段 已建或擬建的建築物的大廈住宅單位的權利;或
 - (II) 給已經是該地段的不分割份數及獨家使用及管有 該地段已建或擬建的建築物的大廈住宅單位的 權利之業主;或
 - (ii) 分租,除非給該地段已建或擬建的建築物的住宅單位的 住戶,

但是在任何情況下,不得向該地段上已建或擬建的建築物的任何一個住宅單位的業主轉讓或住戶分租總共超過3個住宅停車位及住宅電單車停車位。

- (b) 儘管本特別條款第(a)分條另有規定,經署長的事先書面 同意,買方可以將所有住宅停車位及住宅電單車停車位整體 轉讓,惟僅可轉讓予買方的一個全資擁有的附屬公司。
- (c) 本特別條款第(a)分條不適用於轉讓、分租、按揭或抵押整個該地段。
- (d) 本特別條款第(a)和(b)分條不適用於傷殘人士停車位。

- 16. 批地文件特別條款第(32)條規定,除了其他方面外:
 - (a) 如果任何土地存在或已經被分割、移走或退讓或堆積或 堆填或進行任何類型的斜坡護土工程,不論有否經署長 事先書面同意,亦不論是在該土地內或任何政府土地內, 旨在構建、平整或開發該地段或其中任何部分或買方按該 等條款需要進行的任何其他工程或作任何其他用途,買了 必須自費進行與修建該等斜坡處理工程、護土牆或其他承 托物、保護物、排水或附屬工程或今後成為必要的其他工 程,以便保護與承托該地段和任何毗鄰或毗連政府土地或 出租土地內的泥土,避免與防止今後發生任何塌方、自費保 複寫或地陷。買方必須在批地文件授予的年期期間自保 養該土地、斜坡處理工程、護土牆或其他承托物、保護 物、排水或附屬工程或其他工程於修繕妥當的狀態,並使 署長滿意。
 - (c) 倘若因為任何構建、平整、開發或買方進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷,不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地,買方必須自費進行修復或彌補,使署長滿意,並須就上述塌方、山泥傾瀉或地陷直接或間接所引致或與之有關的一切責任、索償、損失、損害、支出、費用、開支、要求、索求及法律程序向政府作出彌償,並使政府持續得到彌償。
 - (d)除了批地文件規定對違反該等條款的任何其他權利或補償外,署長有權發出書面通知要求買方進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果買方不理會或未能在通知指定的時限內執行該通知要求,並使署長滿意,署長可立即執行與進行任何必要工程。買方必須在要求時償還政府因此產生的費用連同任何行政費和專業費用及開支。
- 17. 批地文件特別條款第(33)條規定:

未經署長事先書面批准,不得在該地段內使用碎石機。

批地文件的摘要

18. 批地文件特別條款第(34)條規定:

如果在開發或重新開發該地段或其中任何部分時已安裝預應力 地錨,買方必須在預應力地錨的整個服務年限期間定期保養與 檢查預應力地樁,使署長滿意並在署長不時以其絕對酌情權 要求時提供上述檢驗工程的報告和資料給署長。如果買方不理 會或未能進行上述要求的檢查工程,署長可立即執行與進行該 檢查工程,而買方必須在要求時償還政府因此產生的費用。

- 19. 批地文件特別條款第(35)條規定:
 - (a) 倘若從該地段或任何由該地段的發展所影響的其他區域的 泥土、廢石方、瓦礫、建築廢料或建築材料(下文簡稱 「廢料」)腐蝕、沖刷或傾倒到至公共小巷、道路或路渠、 前灘或海床、污水渠、雨水渠、明渠或其他政府物業(下文 簡稱「政府物業」),買方須自費清理該等廢料並彌補對 政府物業造成的任何損壞。買方須就上述腐蝕、沖刷或傾 倒對私人物業造成的任何損害或滋擾直接或間接所引致或 與之有關的一切責任、索償、損失、損害、支出、費用、 開支、要求、索求及法律程序向政府作出彌償,並使政府 持續得到彌償。
 - (b) 儘管本特別條件第(a)分條,署長可以在買方的要求下(但沒有義務),清理該等廢料並使對政府物業造成的任何損壞, 回復原狀買方須在要求時歸還政府因此產生的費用。

20. 批地文件特別條款第(36)條規定:

受制於批地文件特別條款第(2)(h)條及第(3)(h)(ii)條,買方須在任何時候,特別是在進行建築、保養、更換或維修工程(下文簡稱「工程」)期間,採取或促使他人採取一切合理及足夠的謹慎、技巧及預防措施,以避免對該地段、黃色區域、黃色加黑斜線區域或其任何部分之間、之上、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路或水道、輸水管、電纜、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(下文統稱「服務設施」)造成任何損害、干擾或阻礙。買方在進行上述任何工程之前須進行或促使他人進行適當的搜索及必要的查詢,確定任何服務設施的現況及層面,並提交處理任何可能受工程影響的服務一切方面的書面建議給署長,供他審批,但必須在取得

署長對上述工程及建議作出的書面批准後才能進行該等工程。 買方須履行署長對服務的任何要求和承擔因此而支出的費用, 包括改道、重鋪或修復的費用。買方必須自費在一切方面維 修、彌補及修復以任何方式進行上述工程對該地段或其任何 部分或該服務設施或該等服務設施任何部分造成的任何損害, 不擾或阻礙(除非署長另作選擇,否則明渠、污水渠、或輸水管須由署長負責修復,買方須根據要求向政府支付該等工程的費用),使署長滿意。如果買方未能對該地段、黃色加 域、黃色加黑斜線區域或其任何部分或該等服務設施任何部分 進行上述必要的改道、重鋪、維修、補救及修復工程至使署長 滿意,署長可進行其認為有需要的改道、重鋪、維修、補救 及修復工程,買方在要求時向政府支付該等工程的費用。

- 21. 批地文件特別條款第(37)條規定:
 - (a) 買方必須自費建造及保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道,並使署長滿意,以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠。買方須就上述暴雨或雨水造成的任何損害或滋擾直接或間接所引致或與之有關的一切責任、索償、損失、損害、支出、費用、開支、要求、索求及法律程序負責並向政府作出彌償,並使政府持續得到彌償。
 - (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水 渠及污水渠(如已鋪設及運作)的工程可由署長進行, 署長毋須就因此產生的任何損失或損害對買方負責 買方必須在要求時向政府支付上述連接工程的費用。 此外,該等連接工程亦可由買方自費進行,並須使署長 滿意。在該種情況下,上述連接工程的任何一段若在政府 土地內修建,必須由買方自費保養,買方須按要求將其移 交給政府,由政府出資負責其後的保養。買方必須在要求 時向政府支付有關上述連接工程的技術檢查之費用。如果 買方未能保養上述連接工程中在政府土地內修建的任何一 段,署長可進行他認為必要的保養工程,買方必須在要求 時向政府支付上述工程費用。
- 22. 批地文件特別條款第(40)條規定:

不得在該地段興建或製作墳墓或骨灰龕,亦不得在其內或其上 用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。

- 23. 批地文件特別條款第(41)條規定,除了其他方面外:
 - (d) 水務監督有權按其絕對酌情權於任何時間送達書面通知予 買方要求買方拆卸或移除置於指定放置AMR設備之範圍和 空間上方、之上或之下、或堆疊在其中或其上之物件或 材料及按水務監督意見(其意見是最終意見及對買方具有 約束力)阻礙或干擾AMR外站之放置、運作及保養之物件 或材料。買方於收到上述書面通知時須於上述書面通知所 訂時限內自費拆卸或移除該等物件或材料及將該拆卸或 移除工程影響之範圍或空間回復原狀及加以維修,以在 一切方面使水務監督滿意。
 - (e) 若買方未能履行本特別條款下之責任,水務監督可進行所需工程,費用一概由買方負責,而買方須應要求向水務監督支付相等於該費用的金額,付款金額由水務監督決定,其決定是最終決定及對買方具有約束力。
 - (f) 買方須於批地文件約定的批租年期內的所有時候允許水務 監督及其員工、承辦商、代理人、工人及任何獲水務監督 授權之人士攜同或不攜同工具、設備、機器、機械或汽車 就以下目的有權自由及無阻通行、進出、往返及行經該地 段或其任何部分及其上已建或擬建之建築物:
 - (i) 視察及檢查任何按本特別條款第(a)(ii)、第(c)及第(d) 分條將進行的任何工程;
 - (ii) 按本特別條款第(e)分條進行任何工程;及
 - (iii) 按本特別條款第(g)分條將AMR外站交予水務監督後, 視察、運作、保養、維修、更換、移除、更換及重建 AMR外站。
 - (i) 買方須就AMR外站之提供、安裝、維修、保養及管理直接 或間接所引致或與之有關或與根據本特別條款第(e)分條 進行的工程有關的一切責任、索償、損失、損害、支出、 費用、開支、要求、索求及法律程序向政府作出彌償,並 使政府持續得到彌償。

批地文件的摘要

- 24. 批地文件特別條款第(42)條規定:
 - (a) 買方須於批地文件日期後六個曆月或署長另外批准的時限內,自費並以各方面使署長滿意的程度,向署長呈交或安排呈交與發展該地段之噪音影響評估(下文簡稱「噪音影響評估」)以供其書面核准,「噪音影響評估」須載有署長所要求的資料及詳情,包括但不限於與發展該地段之所有負面噪音影響及對噪音緩解措施、改善工程及其他措施及工程(下文簡稱「噪音緩解措施」)的建議。
 - (b) 買方須自費並於署長所訂明的時限內進行及實施經署長按照本特別條款第(a)分條核准的噪音影響評估內所建議的噪音緩解措施(下文簡稱「獲批准噪音緩解措施」),以在一切方面使署長滿意。
 - (c) 噪音影響評估未獲署長以書面方式核准前,不得在該地段 或其任何部分展開任何工程(批地文件特別條款第(1)(b)條 提及的拆卸及移除工程、地盤平整工程及土地勘測除外)。
 - (d) 為免存疑及在不影響批地文件一般條款第5條的一般適用 範圍下,買方確認及同意買方須自行自費負責實施獲批准 噪音緩解措施,以在一切方面使署長滿意。政府毋須就 任何對買方或任何其他人士所造成或使買方或任何其他 人士蒙受的損失、損害、滋擾或干擾承擔任何責任或法律 責任,不論該等損失、損害、滋擾或干擾是否因履行本 特別條款的責任或其他原因而引起或附帶引起的,買方亦 不得就任何該等損失、損害、滋擾或干擾向政府提出任何 索償。
- 25. 批地文件特別條款第(43)條規定:

若獲批准噪音緩解措施包括在該地段豎立或興建伸越該地段 邊界而達任何毗連政府土地上方及之上的隔音屏障(下文簡稱 「隔音屏障」),以下條件適用:

(a) 買方須自費按照經建築事務監督批准之圖則設計、豎立及 興建隔音屏障,並須在各方面皆遵守《建築物條例》、其 附屬規例及修訂法例;

- (b) 於毗連該地段之任何政府土地上、上面或底下不得豎立 隔音屏障之地基或承托物;
- (c) 除非獲署長事先書面批准,不得對隔音屏障或其任何部分 進行任何形式的改動、加建、更換或附加;
- (d) 買方須在所有時間自費維護、保養及維修隔音屏障或(如 獲署長批准)其任何替代物令其處於修繕妥當的狀態,以 在一切方面使署長滿意。而如進行本特別條款下任何工程 需臨時封路或改道,開始任何該等工程前須先向運輸署 署長獲取臨時交通安排之書面批准;
- (e) 隔音屏障不得用於隔音屏障以外之任何其他用途,且除非 獲署長事先書面批准,買方不得將隔音屏障或其任何部分 用作或容受或容許其用作廣告用途或展示任何形式的 招牌、告示或海報;
- (f) 如有署長事先書面批准,買方及其傭工、承辦商、代理 人、工人或任何其他獲買方授權人士將獲允許攜同或不攜 同工具、設備、機器、機械或汽車進入毗連該地段的政府 土地以按本特別條款進行伸越達毗連政府土地上之隔音 屏障之部分之工程;
- (g) 買方須於所有時間採取可能所需之預防措施,避免因豎立、興建、存在、維修、保養、改動、加建、更換、附加、使用、拆除或移除隔音屏障或其任何部分而對任何毗連該地段及隔音屏障之政府土地或進入或使用毗連該地段及隔音屏障之政府土地之任何人士或車輛造成破壞或傷害;
- (h) 署長有權於任何時間及按其絕對酌情權向買方送達書面 通知,要求買方於書面通知日期起計六個曆月內拆卸及 移除伸越達毗連政府土地上之隔音屏障之部分且不得以 任何他物替代。當收到該書面通知,買方須自費於該書面 通知所訂明之時限內拆卸及移除上述隔音屏障之部分,以 在各方面使署長滿意;
- (i) 倘買方並未履行其在本特別條款下的責任,署長可進行 所需工程,而買方須應要求向政府支付相等於該費用的 金額,付款金額由署長決定,其決定是最終決定及對買方 具約束力;

- (j) 買方須在所有時間允許署長、其員工、承辦商、代理人、工人及任何獲署長授權的人士攜同或不攜同工具、設備、機器、機械或汽車有權自由及無阻通行、進出、往返及行經該地段或其任何部分及其上已建或擬建之任何建築物以視察、檢查及監督將按本特別條款第(a)、第(d)及第(h)分條進行之任何工程和按本特別條款第(i)分條進行任何工程或署長認為需要之任何其他工程;
- (k) 政府毋須就任何對買方或任何其他人士所造成或使買方或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任,不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任、署長行使本特別條款第(j)分條的進入權利或進行本特別條款第(i)分條的工程或其他原因而引起或附帶引起的,買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償;及
- (I) 買方須就買方履行本特別條款的責任或進行本特別條款 第(i)分條的工程直接或間接所引致或與之有關的一切 責任、索償、損失、損害、支出、費用、開支、要求、索求 及法律程序向政府作出彌償,並使政府持續得到彌償。
- 26. 批地文件特別條款第(44)條規定:
 - (a) 買方須於批地文件日期後六個曆月或署長另外批准的時限內,自費並以一切方面使環境保護署署長滿意的程度,向環境保護署署長呈交或安排呈交一份發展該地段的空氣質素影響評估(下文簡稱「空氣質素影響評估」)以供其書面核准,空氣質素影響評估須載有環境保護署署長所要求的資料及詳情,包括但不限於與所有來自附近源頭對空氣質素的負面影響例如附近道路的汽車排放及緩解措施、改善工程及其他措施及工程以遵守《空氣污染管制條例》、其任何附屬規例及任何相關修訂法例規定的空氣質素指標的建議。
 - (b) 買方須自費並於環境保護署署長所訂明的時限內進行及 實施經環境保護署署長按照本特別條款第(a)分條核准的 空氣質素影響評估內所載的建議,以在一切方面使環境 保護署署長滿意。

批地文件的摘要

經環境保護署署長核准污水系統影響評估內所載的建議, 以在一切方面使環境保護署署長滿意。政府毋須就任何對 買方或任何其他人士所造成或使買方或任何其他人士蒙受 的損失、損害、滋擾或干擾承擔任何責任或法律責任,不 論該等損失、損害、滋擾或干擾是否因履行本特別條款的 責任或其他原因而引起或附帶引起的,買方亦不得就任何 該等損失、損害、滋擾或干擾向政府提出任何索償。

28. 批地文件特別條款第(47)條規定:

買方須於批地文件約定的整個批租年期內,於收到政府的書面通知時允許政府及其員工、承辦商、代理人、工人及任何獲政府授權的人士攜同或不攜同工具、設備、機器、機械或汽車,以讓政府車輛及行人有權自由及無阻通行、進出、往返及行經粉紅色加黑斜線及黑點區域以視察、檢查及保養可能在該地段附近興建的環保連接系統。政府毋須就任何對買方或任何其他人士所造成或使買方或任何其他人士蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任,不論該等損失、損害、滋擾或干擾是否因政府、其員工、承辦商、代理人、工人及任何獲政府授權的人士行使本特別條款的權利而引起或附帶引起的,買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

備註:

- 1. 本節提及的「買方」一詞指簽署及訂立批地文件的人及在文意 允許或要求的情況下,包括其遺囑執行人、遺產管理人及承讓人 及(如為法團)包括其繼承人及承讓人。
- 2. 欲悉詳情請參考批地文件。批地文件的文本已在售樓處提供以 供公眾免費閱覽。

- (c) 空氣質素影響評估未獲環境保護署署長以書面方式核准前,不得在該地段或其任何部分展開任何工程(批地文件特別條款第(1)(b)條提及的拆卸及移除工程、地盤平整工程及土地勘測除外)。
- (d) 為免存疑及在不影響批地文件一般條款第5條的一般適用 範圍下,買方確認及同意買方須自行自費負責進行及實施 經環境保護署署長核准空氣質素影響評估內所載的建議, 以在一切方面使環境保護署署長滿意。政府毋須就任何對 買方或任何其他人士所造成或使買方或任何其他人士蒙受 的損失、損害、滋擾或干擾承擔任何責任或法律責任,不 論該等損失、損害、滋擾或干擾是否因履行本特別條款的 責任或其他原因而引起或附帶引起的,買方亦不得就任何 該等損失、損害、滋擾或干擾向政府提出任何索償。

27. 批地文件特別條款第(45)條規定:

- (a) 買方須於批地文件日期後六個曆月或署長另外批准的時限內,自費並以使環境保護署署長在各方面滿意的程度,向環境保護署署長呈交或安排呈交污水系統影響評估(下文簡稱「污水系統影響評估」)以供其書面核准,污水系統影響評估須載有署長所要求的資料及詳情,包括但不限於與發展該地段對污水系統可能會造成的負面影響及對緩解措施、改善工程及其他措施及工程的建議。
- (b) 買方須自費並於環境保護署署長所訂明的時限內進行及 實施經核准的「污水系統影響評估」內所載的建議,以在 一切方面使環境保護署署長滿意。
- (c) 污水系統影響評估中與技術相關的方面應由作為香港工程 師學會的成員並具有土木工程專科的人士或英國特許土木 工程師負責。
- (d) 污水系統影響評估未獲環境保護署署長以書面方式核准前,不得在該地段或其任何部分展開任何工程(批地文件特別條款第(1)(b)條提及的拆卸及移除工程、地盤平整工程及土地勘測除外)。
- (e) 為免存疑及在不影響批地文件一般條款第5條的一般適用 範圍下,買方確認及同意買方須自行自費負責進行及實施

WARNING TO PURCHASERS

對買方的警告

- 1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the Vendor) to act for the purchaser in relation to the transaction.
- 2. (a) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (b) If the purchaser instructs the firm of solicitors acting for the Vendor to act for the purchaser as well, and a conflict of interest arises between the Vendor and the purchaser -
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
 - (c) In the case of paragraph 2(b)(ii) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

- 1. 謹此建議買方聘用一間獨立的律師事務所(代表賣方行事者除外),以在交易中代表買方行事。
- 2. (a) 如買方聘用上述的獨立的律師事務所,以在交易中代表買方行事,該律師事務所將會能夠向 買方提供獨立意見。
 - (b) 如買方聘用代表賣方行事的律師事務所同時代表買方行事,而賣方與買方之間出現利益衝突-
 - (i) 該律師事務所可能不能夠保障買方的利益;及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 - (c) 如屬上述2(b)(ii)段的情況,買方須支付的律師費用總數,可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

GOVERNMENT RENT

地税

The Vendor is liable for the Government rent payable for the parking space up to and including the date of completion of the sale and purchase of that parking space (i.e. the date of the assignment of that parking space).

賣方有法律責任就車位繳付直至並包括該車位買賣完成日(即該車位轉讓契日期)之地税。

MISCELLANEOUS PAYMENTS BY PURCHASER

買方的雜項付款

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor for the deposits (if any) for the supply of water, electricity and gas to the common parts of the Development, whether or not the amount of the deposits is yet to be ascertained at the date on which the sales brochure for parking space is printed.

在向買方交付停車位在空置情況下的管有權時,買方須負責向賣方補還供給發展項目的公用部分之水、電力及氣體的按金(如有),不管上述按金的金額在本車位銷售説明書的印製日期仍有待確定與否。

DEFECT LIABILITY WARRANTY PERIOD

欠妥之處的保養責任期

The Vendor shall, as provided in the agreement for sale and purchase, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the parking space purchased by the purchaser, caused otherwise than by the act or neglect of the purchaser.

凡買方所購的車位有欠妥之處,而該欠妥之處並非由買方行為或疏忽造成,按買賣合約的規定, 則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後,須於合理地切實可行的範圍內, 盡快自費作出補救。

MAINTENANCE OF SLOPES

斜坡維修

Not applicable. 不適用。

ADDITIONAL INFORMATION

附加資料

- 1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (the "ASP") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the parking space, sub-sell the parking space or transfer the benefit of the ASP of the parking space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
- 2. If the Vendor, at the request of the purchaser of a parking space, agrees (at its own discretion) to cancel an ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
- 3. A purchaser who has signed an ASP has a right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.

- 1. 買方須與賣方於買賣合約(「買賣合約」)協議,除可用作按揭或押記外,買方不會於買賣合約之成交及簽署轉讓契之前,以任何方式,或訂立任何協議以達至,提名任何人士接受轉讓車位,或轉售該車位,或轉移該車位的買賣合約的權益。
- 2. 如車位的買方有此要求,並獲賣方(按其自己的酌情決定)同意之情況下取消買賣合約或買方於該 買賣合約所承擔之責任,賣方有權保留相等於售價百份之五的款額。同時買方亦須額外付予賣方或 付還賣方(視情況而定)全部就取消該買賣合約須付之律師費、收費及代墊付費用(包括任何印花稅)。
- 3. 已簽署買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料,及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額,並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

There may be future changes to the Development and the surrounding areas. 發展項目及其周邊地區日後可能出現改變。

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