

Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

Ground Floor Plan
地下平面圖



----- Boundary of the Development
發展項目的界線

RCV = Refuse collection vehicle parking space 垃圾車車位

♿ = Accessible (disabled) parking space 傷健人士車位

Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

Basement Floor Plan
地庫平面圖



----- Boundary of the Development
發展項目的界線

♿ = Accessible (disabled) parking space 傷健人士車位

Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

Numbers & Area of Parking Spaces 車位數目及車位面積表

	Category of parking space 車位類別	Number 數目		Parking space no. 車位編號	Dimensions (LxW) (m.) 尺寸(長x闊)(米)	Area of each parking space (sq.m.) 每個車位面積(平方米)
		Basement 地庫	Ground floor 地下			
Residential 住客	Parking space 車位	329	—	1-3, 5-70, 72-223, 225-230, 232-276, 278-329 & 331-335	5.0 (L) x 2.5 (W)	12.5
	Accessible (disabled) parking space 傷健人仕車位	6	—	4, 71, 224, 231, 277 & 330	5.0 (L) x 3.5 (W)	17.5
	Motor cycle parking space 電單車車位	36	—	M1-M36	2.4 (L) x 1.0 (W)	2.4
	Visitor parking space 訪客車位	37	7	V1-V19 & V21-V45	5.0 (L) x 2.5 (W)	12.5
	Accessible (disabled) visitor parking space 訪客傷健人仕車位	1	—	V20	5.0 (L) x 3.5 (W)	17.5
	Loading and unloading space 上落貨車位	—	9	L5-L12 & L15	11.0 (L) x 3.5 (W)	38.5
Commercial 商業	Parking space 車位	—	18	S2-S19	5.0 (L) x 2.5 (W)	12.5
	Accessible (disabled) parking space 傷健人仕車位	—	1	S1	5.0 (L) x 3.5 (W)	17.5
	Motor cycle parking space 電單車車位	—	2	CM1 & CM2	2.4 (L) x 1.0 (W)	2.4
	Loading and unloading space 上落貨車位	—	6	L1-L4, L13 & L14	11.0 (L) x 3.5 (W)	38.5
Refuse collection vehicle parking space 垃圾車車位		—	2	—	12.0 (L) x 5.0 (W)	60

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

Summary of deed of mutual covenant

公契的摘要

1. The common parts of the development:

- (i) **“Common Areas”** means all of the Development Common Areas, Commercial / Commercial Car Park Common Areas, Residential Common Areas and Residential / Residential Car Park Common Areas.
- (ii) **“Common Facilities”** means all of the Development Common Facilities, Commercial / Commercial Car Park Common Facilities, Residential Common Facilities and Residential / Residential Car Park Common Facilities.
- (iii) **“Development Common Areas”** means all those areas or parts of the Land and the Development (as defined in the DMC), the right to the use of which is designated by the Registered Owner in accordance with the provisions of the DMC for the common use and benefit of the Owners (as defined in the DMC) and occupiers of the Units (as defined in the DMC) and is not given or reserved by the DMC or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, external walls, management (caretaker) office(s), Owners’ Committee office(s), access roads, low voltage switch room(s), Transformer Room(s) (as defined in the DMC), caretaker quarter(s), refuse storage and material recovery chamber(s), refuse store(s), sprinkler water tank(s), sprinkler pump room(s), generator room(s), fuel tank room(s), fire service control room(s), roofs, the Slopes and Retaining Walls (as defined in the DMC) which are located within the Land (if any), fire services pump room(s), fire services water tank(s), street fire hydrant water tank(s), street hydrant / street fire hydrant pump room(s), fire services fixed pump room(s), fire services transfer tank(s), transfer pump room(s), electric room(s), pump pit(s), petrol interceptor and sump pit(s), master check meter room(s), street hydrant tank(s), buffer tank(s), main telecommunications and broadcasting room(s), cleaning and drainage pump room, storm water last manhole(s), areas for the installation or use of communal aerial broadcast distribution or telecommunications network facilities or satellite system and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Residential / Residential Car Park Common Areas, the Commercial / Commercial Car Park Common Areas and the Residential Common Areas.
- (iv) **“Development Common Facilities”** means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Units of the Development as part of the amenities thereof and not for the exclusive benefit of any individual Owner of the Unit and, without limiting the generality of the foregoing, including fence wall(s), drain(s), manhole(s), channel(s), water main(s),

sewer(s), gutter(s), cable(s), pipe(s), wire(s), salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pump(s), switch(es), meter(s), light(s), sanitary fitting(s), refuse disposal equipment and facilities, communal aerials and other apparatus equipment and facilities.

- (v) **“Commercial / Commercial Car Park Common Areas”** means all those areas or parts of the Land and the Development, the right to the use of which is or may hereafter be designated by the Registered Owner in accordance with the provisions of the DMC for the common use and benefit of the Owners and occupiers of the Commercial Areas (as defined in the DMC) and the Commercial Parking Spaces (as defined in the DMC) and is not given or reserved by the DMC or otherwise to the Registered Owner or any individual Owner of the Commercial Areas or the Commercial Parking Spaces and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, driveway(s), Commercial Loading and Unloading Bays (as defined in the DMC), air-conditioning plant area(s)/ room(s) and the external walls of the Commercial Areas (save and except the external walls of Shop F).
- (vi) **“Commercial / Commercial Car Park Common Facilities”** means all those installations and facilities in the Commercial/ Commercial Car Park Common Areas used in common by or installed for the common benefit of all the Owners and occupiers of the Commercial Areas and the Commercial Parking Spaces and not for the exclusive use or benefit of any individual Owner of the Commercial Areas and the Commercial Parking Spaces or the Development as a whole and, without limiting the generality of the foregoing, including drain(s), manhole(s), channel(s), cable(s), pipe(s), wire(s), meter(s), light(s) and ventilation air duct and plant room(s) and other apparatus and equipment and facilities.
- (vii) **“Residential Common Areas”** means all those areas or parts of the Land and the Development, the right to the use of which is designated by the Registered Owner in accordance with the provisions of the DMC for common use and benefit of the Owners and occupiers of Residential Units (as defined in the DMC) and is not given by the DMC or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which, without limiting the generality of the foregoing, include the Visitors’ Parking Spaces (as defined in the DMC), the Recreational Facilities (as defined in the DMC), the external walls (including the non-structural prefabricated external walls) of the Residential Units, parapet-walls, flat roofs, roofs, filtration plant room(s) for swimming pool and water feature, surge tank for outdoor swimming pool and kids pool(s), communal sky garden(s), cable riser duct room(s), meter cabinet(s), water meter room(s), fire services fixed pump room(s) for Tower(s) (as defined in the DMC), fire services fixed

pump room for podium, fire services pump room(s) for Tower(s), architectural features, covers of balconies, canopies, wider common corridors and lift lobby(ies), hall(s), lift(s), platform(s) and lift machine room(s), low voltage switch room(s) for Tower(s), podium low voltage switch room(s), the Residential Loading and Unloading Bays (as defined in the DMC), fan room(s), transfer pump room(s) for Tower(s), switch room(s), water transfer pump room(s) for Tower(s), check water cabinet(s) for Tower(s), electric room(s) for communal sky garden(s), exit routes and stairs, caretaker counter(s), club house entrance and club house, club house lobby and facilities, planting areas, water pump and tank room(s) for club house, escalators, air handling unit and dehumidifier and exhaust fan room, water meter cabinet(s), air-conditioning space for mechanical or electrical, pipe ducts, air-conditioning platform(s), landscape roof(s), electric meter and telephone room(s), refuse room(s), vent duct(s), hose reel cabinet(s), flushing water tank(s), potable water tank(s), potable / flushing water pump room(s) and water tank access room.

- (viii) **“Residential Common Facilities”** means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of the owners and occupiers of the Residential Units and not for the exclusive use or benefit of any individual Owner of the Residential Unit or the Development as a whole and which, without limiting the generality of the foregoing, include drain(s), switch(es), meter(s), pipe(s), pump(s), wires, cables, light(s), antennae, external decorative aluminium louvres, lift(s), installations and facilities in the lift machine room(s), water tank(s), fire warning and fighting equipment, refuse disposal equipment and apparatus, recreational and other service facilities apparatus whether ducted or otherwise.
- (ix) **“Residential / Residential Car Park Common Areas”** means all those areas or parts of the Land and the Development, the right to the use of which is designated by the Registered Owner in accordance with the provisions of the DMC for the common use and benefit of the Owners and occupiers of Residential Parking Spaces (as defined in the DMC) and Residential Units and is not given or reserved by the DMC or otherwise to the Registered Owner or any individual Owner of the Residential Parking Spaces or Residential Units and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, the driveways, ramp(s), make up fan / fan room(s), fresh air fan room, electric room(s) for car park, waste water pump room, exhaust vents and exhaust fan room(s).

Summary of deed of mutual covenant

公契的摘要

(x) **“Residential / Residential Car Park Common Facilities”** means all those installations and facilities in the Residential/ Residential Car Park Common Areas used in common by or installed for the common benefit of the Owners and occupiers of the Residential Parking Spaces and Residential Units and not for the exclusive use or benefit of any individual Owner of the Residential Parking Space or Residential Unit or the Development as a whole and, without limiting the generality of the foregoing, including drain(s), manhole(s), channel(s), water main(s), water tank(s), sewer(s), gutter(s), cable(s), pipe(s), wire(s), salt and fresh water intakes and mains, fire fighting or security equipment and facilities, pump(s), switch(es), meter(s), light(s), ventilation air duct and plant room(s), access barrier equipment and other apparatus and equipment and facilities.

2. The number of undivided shares assigned to each residential property in the development:

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
1	2/F	A	88/98273
		B	56/98273
		C	55/98273
		D	87/98273
		E	73/98273
		F	47/98273
		G	50/98273
		H	75/98273

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
1	3/F-22/F (17 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	75/98273
	23/F-26/F (3 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	89/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	75/98273
	27/F	A	138/98273
		B	138/98273
		E	82/98273
		F	52/98273
		G	52/98273
		H	81/98273

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
2	2/F-20/F (16 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	76/98273
	21/F-22/F (2 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	76/98273
	23/F-26/F (3 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	76/98273

Summary of deed of mutual covenant

公契的摘要

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
2	27/F	A	138/98273
		B	137/98273
		E	82/98273
		F	52/98273
		G	52/98273
		H	82/98273
3	2/F-26/F (21 storeys)	A	73/98273
		B	59/98273
		C	49/98273
		D	50/98273
		E	44/98273
		F	55/98273
		G	51/98273
		H	50/98273
	27/F	A	80/98273
		B	63/98273
		C	52/98273
		D	53/98273
		E	47/98273
		F	61/98273
		G	56/98273
H	55/98273		

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
5	2/F	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	62/98273
		F	43/98273
		G	61/98273
		3/F-22/F (17 storeys)	A
	B		56/98273
	C		56/98273
	D		88/98273
	E		63/98273
	F		43/98273
	G		61/98273
	23/F-26/F (3 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	63/98273
		F	43/98273
	27/F	A	136/98273
B		136/98273	
E		67/98273	
F		45/98273	
G		65/98273	

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
6	2/F	A	85/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	41/98273
		H	74/98273
	3/F-9/F (6 storeys)	A	88/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	42/98273
		H	76/98273
	10/F-20/F (9 storeys)	A	89/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	42/98273
		H	76/98273

Summary of deed of mutual covenant

公契的摘要

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
6	21/F-26/F (5 storeys)	A	89/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	42/98273
		H	76/98273
	27/F	A	137/98273
		B	136/98273
		E	81/98273
		F	45/98273
		G	45/98273
7	2/F-26/F (21 storeys)	A	67/98273
		B	43/98273
		C	43/98273
		D	65/98273
		E	57/98273
		F	48/98273
		G	52/98273

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
7	27/F	A	73/98273
		B	46/98273
		C	46/98273
		D	71/98273
		E	62/98273
		F	51/98273
		G	56/98273
8	2/F	A	65/98273
		B	42/98273
		C	43/98273
		D	67/98273
		E	52/98273
		F	50/98273
		G	55/98273
	3/F-26/F (20 storeys)	A	66/98273
		B	43/98273
		C	43/98273
		D	67/98273
		E	52/98273
		F	50/98273
		G	57/98273

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
8	27/F	A	72/98273
		B	46/98273
		C	46/98273
		D	73/98273
		E	56/98273
		F	54/98273
		G	62/98273
9	2/F	A	47/98273
		B	52/98273
		C	52/98273
		D	59/98273
		E	75/98273
		F	28/98273
		G	25/98273
	3/F-22/F (17 storeys)	H	25/98273
		J	28/98273
		K	72/98273
		A	47/98273
		B	52/98273
		C	52/98273
		D	59/98273
		E	75/98273
		F	28/98273
		G	25/98273
H	25/98273		
J	28/98273		
K	71/98273		

Summary of deed of mutual covenant

公契的摘要

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
9	23/F-26/F (3 storeys)	A	47/98273
		B	52/98273
		C	52/98273
		D	59/98273
		E	75/98273
		F	28/98273
		G	25/98273
		H	25/98273
		J	28/98273
	K	71/98273	
	27/F	A	51/98273
		B	55/98273
		C	55/98273
		D	64/98273
		E	82/98273
		F	31/98273
G		28/98273	
H	28/98273		
J	31/98273		
K	78/98273		

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit	
10	2/F-20/F (16 storeys)	A	58/98273	
		B	52/98273	
		C	52/98273	
		D	55/98273	
		E	29/98273	
		F	52/98273	
		G	28/98273	
		H	25/98273	
		J	25/98273	
		K	28/98273	
		L	76/98273	
		21/F-22/F (2 storeys)	A	58/98273
			B	52/98273
			C	52/98273
			D	55/98273
			E	29/98273
	F		52/98273	
	G		28/98273	
	H		25/98273	
	J	25/98273		
	K	28/98273		
	L	76/98273		

Tower	Floor	Unit No.	No. of undivided shares allocated to each Unit
10	23/F-26/F (3 storeys)	A	58/98273
		B	52/98273
		C	52/98273
		D	55/98273
		E	29/98273
		F	52/98273
		G	28/98273
		H	25/98273
		J	25/98273
		K	28/98273
		L	76/98273
		27/F	A
	B		55/98273
	C		55/98273
	D		59/98273
	E		31/98273
	F		57/98273
	G		31/98273
	H		28/98273
	J	28/98273	
K	31/98273		
L	83/98273		

Summary of deed of mutual covenant

公契的摘要

3. The term of years for which the manager of the development is appointed:

New World Property Management Company Limited has been appointed as the first manager to manage the Land and the Development for the initial term of TWO years from the date of the DMC and thereafter shall continue to manage the Development until its appointment is terminated in accordance with the provisions of the DMC.

4. The basis on which the management expenses are shared among the owners of the residential properties in the development:

The Manager shall determine the amount which each Owner of the residential property shall contribute towards the management expenditure 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 which shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the Land and the Development and for the benefit of all the Owners, in the proportion which the number of the Management Shares (#) allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development;
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget which contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Units including without limitation the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Residential Common Areas and Residential Common Facilities, in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development; and
- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit and/or Residential Parking Space (as the case may be) of which he is the owner contribute to the amount assessed under Part C of the annual Management Budget which shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Parking Spaces and Residential Units or solely for the benefit of all the Owners of the Residential Parking Spaces and Residential Units including without limitation the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Residential/ Residential

Car Park Common Areas and Residential / Residential Car Park Common Facilities, in the proportion which the number of Management Shares allocated to his Residential Unit and/or Residential Parking Space (as the case may be) bears to the total number of Management Shares allocated to all Residential Units and Residential Parking Spaces of and in the Development.

For this purpose and for the avoidance of doubt, if any expenditure is in the reasonable opinion of the Manager attributable to any particular part or parts of the Development and Owners of other part or parts of the Development do not or would not receive any material benefit from such expenditure, the Manager may determine that the same shall be paid by the Owner or Owners of the part or parts of the Development for which such item of expenditure has or will be incurred (in this Clause "the relevant Owners") to the exclusion of all other Owners and the Manager shall further determine in what manner shares or proportions such expenditure should be borne between the relevant Owners.

Note (#): The number of Undivided Shares allocated to each of the residential properties as shown in the tables in Part 2 above is the same as the number of Management Units allocated to each of the residential properties in the Development. However, the total number of Undivided Shares in the whole Development is different from the total number of Management Shares in the whole Development. The total number of Management Shares allocated to all Units of and in the Development is 98,010. The total number of Management Shares allocated to all Residential Units of and in the Development is 92,125, and the total number of Management Shares allocated to all Residential Units and Residential Parking Spaces of and in the Development is 93,848.

5. The basis on which the management fee deposit is fixed:

The management fee deposit is equivalent to two months' monthly contribution of the management expenses and such sum is non-refundable but transferable.

6. The area (if any) in the development retained by the owner for its own use:

Not applicable.

Summary of deed of mutual covenant

公契的摘要

1. 發展項目的公用部分

- (i) 「**公用地方**」指所有發展項目公用地方、商業/商業停車場公用地方、住宅公用地方及住宅/住宅停車場公用地方。
- (ii) 「**公用設施**」指所有發展項目公共設施、商業/商業停車場公共設施、住宅公共設施及住宅/住宅停車場公共設施。
- (iii) 「**發展項目公用地方**」指該土地及發展項目（按公契定義闡釋）內註冊業主按公契規定指定其用途為供單位（按公契定義闡釋）業主（按公契定義闡釋）及佔用人共同使用與享用，而並非按公契或其他規定給予或保留給註冊業主或任何個別單位業主和並非特別轉讓的所有該等區域或部分，在不限制上述一般適用範圍下，包括外牆、管理（管理員）辦事處、業主委員會辦事處、引道、低壓電掣房、變壓器室（按公契定義闡釋）、管理員宿舍、垃圾儲放及物料回收室、垃圾堆放處、花灑水箱、花灑水泵房、發電機房、油缸房、消防控制室、天台，在該土地內的斜坡及護土牆（按公契定義闡釋）（如有）、消防水泵房、消防水水箱、街道消防龍頭水水箱、街道龍頭/街道消防龍頭水泵房、消防固壓泵房、消防水輸送水箱及泵房、電力房、泵井、隔油器及集水池、主檢查儀錶房、街道龍頭水水箱、緩衝池、主電訊及廣播室、清潔及排水渠泵房、雨水排放沙井、安裝或使用公用無線電廣播分導或電訊網絡設施或衛星系統的區域和建築物管理條例（香港法例第344章）第2條界定的「公用部分」所涵蓋的區域，但不包括住宅/住宅停車場公用地方、商業/商業停車場公用地方及住宅公用地方。
- (iv) 「**發展項目公共設施**」指發展項目公用地方內安裝作為其便利設施之部分供發展項目單位業主及佔用人共同使用與享用，而並非供任何個別單位業主獨家享用的所有該等裝置及設施，在不限制上述一般適用範圍下，包括圍牆、排水渠、沙井、渠道、總水喉、污水渠、明渠、電纜、管道、電線、鹹水及食水進水口及總喉、消防或保安設備及設施、泵、電掣、儀錶、照明、衛生裝置、垃圾處理設備及設施、公共天線和其他設備及設施。
- (v) 「**商業/商業停車場公用地方**」指該土地及發展項目內註冊業主按本公契規定指定或可指定其用途為供商業地方（按公契定義闡釋）及商業停車位（按公契定義闡釋）的業主及佔用人共同使用與享用，而並非按公契或其他規定給予或保留給註冊業主或商業地方或商業停車位的任何個別業主享用和並非特別轉讓的所有該等區域或部分，在不限制上述一般適用範圍下，包括車道、商業裝卸區（按公契定義闡釋）、空調機區/房及商業地方外牆（F舖的外牆除外）。

- (vi) 「**商業/商業停車場公共設施**」指在商業/商業停車場公用地方內安裝供商業地方及商業停車位的全體業主及佔用人共同享用，而並非供商業地方及商業停車位的任何個別業主獨家或整個發展項目共同使用或享用的所有該等裝置及設施，在不限制上述一般適用範圍下，包括排水渠、沙井、渠道、電纜、管道、電線、儀錶、照明及通風槽及機房和其他裝置、設備及設施。
- (vii) 「**住宅公用地方**」指指該土地及發展項目內註冊業主按公契規定指定其用途為供住宅單位（按公契定義闡釋）業主及佔用人共同使用與享用，而並非按公契或其他規定給予註冊業主或任何個別住宅單位業主使用和並非特別轉讓的所有該等區域或部分，在不限制上述一般適用範圍下，包括訪客停車位（按公契定義闡釋）、康樂設施（按公契定義闡釋）、住宅單位的外牆（包括非結構預製外牆）、護牆、平台、天台、游泳池及水景過濾機房、戶外及兒童游泳池湧波缸、公用空中花園、電纜上線房、電錶櫃、水錶房、大廈（按公契定義闡釋）消防固壓泵房、基座平台消防固壓水泵房、大廈消防泵房、建築裝飾、露台上蓋、簷蓬、加闊公共走廊及升降機大堂、大堂、升降機、平台及升降機機房、大廈低壓電掣房、基座低壓電掣房、住宅裝卸區（按公契定義闡釋）、電扇房、大廈中轉泵房、電掣房、大廈中轉水泵房、大廈檢查水櫃、公用空中花園電力房、出口通道及樓梯、管理員櫃檯、會所入口及會所、會所大堂及設施、種植區、會所水泵及水箱房、扶手電梯、通風控制、抽濕機及排氣扇、水錶室、空調機的機械或電工位置、管道槽、空調機平台、園藝天台、電錶及電話室、垃圾房、通風槽、喉轆櫃、沖廁水水箱、食水水箱、食水/沖廁水水箱及水箱通道房。
- (viii) 「**住宅公共設施**」指住宅公用地方內安裝供住宅單位業主及佔用人共同使用與享用，而並非供任何個別住宅單位業主獨家或整個發展項目使用與享用的所有該等裝置及設施，在不限制上述一般適用範圍下，包括排水渠、電掣、儀錶、管道、泵、電線、電纜、照明、天線、外裝飾鋁天窗、升降機、升降機機房內的裝置及設施、水箱、消防警鐘及消防設備、垃圾處理設備及裝置、康樂及其他服務設施裝置，不論有否套上套管。
- (ix) 「**住宅/住宅停車場公用地方**」指該土地及發展項目內註冊業主按公契規定指定其用途為供住宅停車位（按公契定義闡釋）及住宅單位的業主及佔用人共同使用及享用，而並非按公契或其他規定給予或保留給註冊業主或任何個別住宅停車位或住宅單位業主使用和並非特別轉讓的所有該等區域及部分，在不限制上述一般適用範圍下，包括車道、坡道、後備電扇/電扇、鮮風電扇、為停車場、廢水泵房、排風及排氣扇而設的電房。

- (x) 「**住宅/住宅停車場公共設施**」指在住宅/住宅停車場公用地方內安裝供住宅停車位及住宅單位業主及佔用人共同享用，而並非供任何個別的住宅停車位或住宅單位獨家或整個發展項目使用或享用的所有該等裝置及設施，在不影響上述一般適用範圍下，包括排水渠、沙井、渠道、總水喉、水箱、污水渠、明渠、電纜、管道、電線、鹹水及食水進水口及總喉、消防或保安設備及設施、泵、電掣、儀錶、照明、通風槽及機房、入口路障設備及其他裝置、設備及設施。

2. 分配予發展項目中的每個住宅物業的不分割份數數目：

座號	樓層	單位	不分割份數數目
1	2樓	A	88/98273
		B	56/98273
		C	55/98273
		D	87/98273
		E	73/98273
		F	47/98273
		G	50/98273
		H	75/98273
	3樓-22樓 (17層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	75/98273

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座號	樓層	單位	不分割份數數目
1	23樓-26樓 (3層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	89/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	75/98273
	27樓	A	138/98273
		B	138/98273
		E	82/98273
		F	52/98273
		G	52/98273
		H	81/98273
2	2樓-20樓 (16層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	76/98273

座號	樓層	單位	不分割份數數目
2	21樓-22樓 (2層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	76/98273
	23樓-26樓 (3層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	76/98273
		F	49/98273
		G	49/98273
		H	76/98273
	27樓	A	138/98273
		B	137/98273
		E	82/98273
		H	82/98273

座號	樓層	單位	不分割份數數目
3	2樓-26樓 (21層樓)	A	73/98273
		B	59/98273
		C	49/98273
		D	50/98273
		E	44/98273
		F	55/98273
		G	51/98273
		H	50/98273
	27樓	A	80/98273
		B	63/98273
		C	52/98273
		D	53/98273
		E	47/98273
		F	61/98273
		G	56/98273
		H	55/98273
5	2樓	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	62/98273
		F	43/98273
		G	61/98273

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座號	樓層	單位	不分割份數數目
5	3樓-22樓 (17層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	63/98273
		F	43/98273
		G	61/98273
	23樓-26樓 (3層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	88/98273
		E	63/98273
		F	43/98273
		G	61/98273
	27樓	A	136/98273
		B	136/98273
		E	67/98273
		F	45/98273
G		65/98273	
6	2樓	A	85/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	41/98273
		H	74/98273

座號	樓層	單位	不分割份數數目
6	3樓-9樓 (6層樓)	A	88/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	42/98273
		H	76/98273
	10樓-20樓 (9層樓)	A	89/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	42/98273
		H	76/98273
	21樓-26樓 (5層樓)	A	89/98273
		B	56/98273
		C	56/98273
		D	87/98273
		E	76/98273
		F	42/98273
		G	42/98273

座號	樓層	單位	不分割份數數目		
6	27樓	A	137/98273		
		B	136/98273		
		E	81/98273		
		F	45/98273		
		G	45/98273		
		H	81/98273		
		7	2樓-26樓 (21層樓)	A	67/98273
				B	43/98273
C	43/98273				
D	65/98273				
E	57/98273				
F	48/98273				
G	52/98273				
27樓	A		73/98273		
	B		46/98273		
	C		46/98273		
	D		71/98273		
	E		62/98273		
	F		51/98273		
	G		56/98273		

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座號	樓層	單位	不分割份數數目
8	2樓	A	65/98273
		B	42/98273
		C	43/98273
		D	67/98273
		E	52/98273
		F	50/98273
		G	55/98273
	3樓-26樓 (20層樓)	A	66/98273
		B	43/98273
		C	43/98273
		D	67/98273
		E	52/98273
		F	50/98273
		G	57/98273
	27樓	A	72/98273
		B	46/98273
		C	46/98273
		D	73/98273
		E	56/98273
		F	54/98273
		G	62/98273

座號	樓層	單位	不分割份數數目
9	2樓	A	47/98273
		B	52/98273
		C	52/98273
		D	59/98273
		E	75/98273
		F	28/98273
		G	25/98273
		H	25/98273
		J	28/98273
		K	72/98273
		3樓-22樓 (17層樓)	A
	B		52/98273
	C		52/98273
	D		59/98273
	E		75/98273
	F		28/98273
	G		25/98273
	H		25/98273
	J		28/98273
	K		71/98273

座號	樓層	單位	不分割份數數目
9	23樓-26樓 (3層樓)	A	47/98273
		B	52/98273
		C	52/98273
		D	59/98273
		E	75/98273
		F	28/98273
		G	25/98273
		H	25/98273
		J	28/98273
		K	71/98273
		27樓	A
	B		55/98273
	C		55/98273
	D		64/98273
	E		82/98273
	F		31/98273
	G		28/98273
	H		28/98273
	J		31/98273
	K		78/98273

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座號	樓層	單位	不分割份數數目
10	2樓-20樓 (16層樓)	A	58/98273
		B	52/98273
		C	52/98273
		D	55/98273
		E	29/98273
		F	52/98273
		G	28/98273
		H	25/98273
		J	25/98273
		K	28/98273
		L	76/98273
	21樓-22樓 (2層樓)	A	58/98273
		B	52/98273
		C	52/98273
		D	55/98273
		E	29/98273
		F	52/98273
		G	28/98273
		H	25/98273
		J	25/98273
		K	28/98273
		L	76/98273

座號	樓層	單位	不分割份數數目
10	23樓-26樓 (3層樓)	A	58/98273
		B	52/98273
		C	52/98273
		D	55/98273
		E	29/98273
		F	52/98273
		G	28/98273
		H	25/98273
		J	25/98273
		K	28/98273
		L	76/98273
	27樓	A	63/98273
		B	55/98273
		C	55/98273
		D	59/98273
		E	31/98273
		F	57/98273
		G	31/98273
		H	28/98273
		J	28/98273
		K	31/98273
		L	83/98273

3. 有關發展項目管理人的委任年期：

新世界物業管理有限公司已獲委任為管理該土地及發展項目的第一任管理人，任期從公契之日起的初期兩年，其後繼續管理發展項目直至按公契規定終止其委任。

4. 發展項目住宅物業業主之間分擔管理開支的基準：

管理人將按下列原則決定每個住宅物業業主須分擔管理開支的款項：

- 發展項目每個單位業主須按他的單位獲分配的管理份數(#)對發展項目所有單位獲分配的總管理份數之比例，分擔年度管理預算A部分評估的款項，該預算部分涵蓋管理人認為歸屬該土地及發展項目和供全體業主享用的預計管理開支；
- 每位業主除了應付以上第(a)分條規定的款項外，還須就他作為住宅單位業主，按他的住宅單位獲分配的管理份數對發展項目所有住宅單位獲分配的總管理份數之比例，分擔年度管理預算B部分評估的款項，該預算部分包括管理人認為僅歸屬住宅單位的預計管理開支，包括但不限於住宅公用地方及住宅公共設施的操作、保養、維修、清潔、照明及保安的開支；及
- 每位業主除了應付以上第(a)分條規定的款項外，還須就他作為住宅單位及/或住宅停車位(視情況而定)業主，按他的住宅單位及/或住宅停車位(視情況而定)獲分配的管理份數數目對發展項目所有住宅單位及住宅停車位獲分配的總管理份數之比例，分擔按年度管理預算C部分評估的款項，該預算部分載有管理人認為僅歸屬住宅停車位及住宅單位或僅供全體住宅停車位及住宅單位業主享用的預計管理開支，包括但不限於住宅/住宅停車場公用地方及住宅/住宅停車場公共設施的操作、保養、維修、清潔、照明及保安的開支。

在本條款中，為免存疑，如果管理人合理認為任何開支歸屬發展項目任何個別部分，而發展項目其他部分的業主沒有，亦不會從上述開支取得任何重大實益，管理人可決定該等已經或將會支出款項由有關的發展項目部分業主(在本條款中稱為「有關業主」)支付，其他所有業主毋須支付。管理人還決定有關業主之間以何種方式分擔上述開支的分額或比例。

註(#): 以上第2部分表格內顯示每個住宅物業獲分配的不分割份數數目與發展項目每個住宅物業獲分配的管理份數數目相同。但是，整個發展項目的總不分割份數與整個發展項目的總管理份數不同。發展項目所有單位獲分配的總管理份數為98,010，發展項目所有住宅單位的總管理份數為92,125，及發展項目所有住宅單位及住宅停車位的總管理份數為93,848。

5. 計算管理費按金的基準：

管理費按金相等於每月管理開支的2個月款額。該筆款項不可退還，但可轉讓。

6. 業主保留作自用的發展項目區域(如有)：

不適用。

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1. The Development is situated on the Remaining Portion of Lot No.4043 in Demarcation District No.120.
 2. Lot No.4043 in Demarcation District No.120 (“the lot”) is held under an Agreement and Conditions of Exchange dated 10th July 2008 and registered in the Land Registry as New Grant No.20601 (“the Land Grant”) for a term of fifty years commencing from 10th July 2008.
 3. General Condition No.6 stipulates that:-
 - (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with the General and Special Conditions of the Land Grant (“these Conditions”):
 - (i) maintain all buildings in accordance with the approved design, disposition or height 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 Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director of Lands (“Director”). In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
 4. Special Condition No.(5)(a) stipulates that:-

The Grantee shall:

 - (a) (i) within 72 calendar months from the date of the Land Grant (or such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form that portion of future public road shown coloured green on PLAN I annexed to the Land Grant (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole direction may require (hereinafter collectively referred to as “the Structures”) so that building, vehicular and pedestrian traffic may be carried on the Green Area.
 - (ii) within 72 calendars months from the date of the Land Grant or such other extended periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (iii) maintain at his own expense the Green Area together with the Structures and all structures, surface, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (6) of the Land Grant.
 - (b) In the event of the non-fulfillment of the Grantee’s obligation under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
 - (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfillment of the Grantee’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance.
5. Special Condition No.(6) stipulates that:-

For the purpose only of carrying out the necessary works specified in Special Condition No.(5) of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(5) of the Land Grant or otherwise.
6. Special Condition No.(7) stipulates that:-

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(5) of the Land Grant.
7. Special Condition No.(8) stipulates that:-

The Grantee shall at all reasonable times while he is in possession of the Green Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Area.
8. Special Condition No.(9) stipulates that:-

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with the Conditions of the Land Grant and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September, 2014.
9. Special Condition No.(10) stipulates that:-
 - (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

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- (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
- (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clauses (b)(iii) of this Special Condition;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition No. (26) of the Land Grant or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition or as one of the basement levels referred to in sub-clause (b)(iii) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.
- (d) For the purposes of this Special Condition, the decision of the Director as to what constitutes a floor or floor shall be final and binding on the Grantee.
10. Special Condition No.(11) 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.
11. Special Condition No.(12) stipulates that:-
The Grantee 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.
12. Special Condition No.(13) stipulates that:-
Subject to these Conditions, upon development or redevelopment contemplated in General Condition No.(6) of the lot or any part thereof:
- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
 - (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
 - (c) subject to sub-clause (d) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 58,830 square metres and shall not exceed 98,049.7 square metres;
 - (d) the total gross floor area of any building or buildings erected or to be erected on the lot for retail purpose shall not be less than 4,000 square metres and shall not exceed 6,000 square metres;
 - (e) in the event that a composite building which is partly domestic and partly non-domestic is erected or to be erected within the lot, the plot ratio for the domestic part of the composite building shall not exceed the figure calculated under the following formula:

$$\text{Maximum plot ratio for domestic part} = \frac{(9.5 - \text{actual non-domestic plot ratio}) \times 5}{9.5}$$

For the purpose of these conditions, the expressions: “domestic” and “non-domestic” shall have the same meanings as defined in section 2 of the Buildings Ordinance, any regulations made thereunder and any amending legislation and the decision of the Director as to whether such part of the building is domestic or non-domestic shall be final and binding on the Grantee; and “plot ratio” of a building or part of a building (as the case may be) erected on the lot shall be obtained by dividing the gross floor area of the building or such part of the building by the area of the lot or part of the lot on which the building or part of the building is erected.
The Director’s calculations of the plot ratio for the domestic part and non-domestic part of the building erected or to be erected on the lot or part thereof shall be final and binding on the Grantee.
 - (f) the Grantee hereby expressly agrees and acknowledges that there is no guarantee from the Government that the maximum gross floor area stipulated in sub-clause (c) of this Special Condition can be fully achieved and that no compensation shall be claimed against the Government in the event that the stipulated maximum gross floor area cannot be achieved;
 - (g) any building or buildings erected or to be erected on the lot shall not exceed 25 storeys excluding any basement or basements provided that the Director at his sole discretion may in calculating the number of storeys referred to in this sub-clause exclude:
 - (i) any floor or space that he is satisfied is constructed or intended to be occupied solely by machinery or equipment for any lift, air-conditioning or heating system or any similar service; and
 - (ii) any structure or floor space referred to in Special Condition No.(51)(b)(i)(II) of the Land Grant;
 - (h) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may exceed the height of 75 metres above the Hong Kong Principal Datum, provided that:
 - (i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and
 - (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (51)(b)(i)(II) of the Land Grant;
 - (i) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works) shall be commenced on the lot until such approval shall have been obtained. For the purpose of these Conditions “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
13. Special Condition No.(14) stipulates that:-
Notwithstanding the maximum gross floor area permitted under Special Condition No. (13) of the Land Grant, the Grantee may erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.
14. Special Condition No.(15)(a) stipulates that:-
The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

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15. Special Condition No.(15)(c) stipulates that:-

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

- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(22)(a)(v) of the Land Grant;
- (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
- (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.

16. Special Condition No.(16)(a) stipulates that:-

In the event of the lot or any part thereof being used for residential purposes, office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) that such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
- (ii) that such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purpose of this sub-clause (a) no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence.

17. Special Condition No.(17)(a) stipulates that:-

In the event of the lot or any part thereof being used for residential purposes, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

- (i) that such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
- (ii) that such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purposes of this sub-clause (a) no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence.

18. Special Condition No.(18)(a) stipulates that:-

In the event of the lot or any part thereof being used for residential purposes, one office for the use of the Owners’ Corporation or the Owners’ Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or Owners’ Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
- (ii) the location of any such office shall first be approved in writing by the Director.

19. Special Condition No.(19) stipulates that:-

No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

20. Special Condition No.(25) stipulates that:-

- (a) Subject to sub-clause (b) of this Special Condition, the Grantee 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 as shown and marked on PLAN I annexed to the Land Grant or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for constructions 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 of the lot, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

- (b) The Grantee shall, at the request of the Director, at his own expense and within such time limit as may be imposed by the Director relocate the vehicular access points X and Y through Z to the points X1 and Y1 through Z1 and P and Q through R as shown and marked on PLAN I annexed to the Land Grant. Upon the completion of the relocation or the said vehicular access points, the Grantee shall have no right of ingress or egress to and from the lot for the passage of motor vehicles except between the points X1 and Y1 through Z1 and P and Q through R or at such other points as may be approved in writing by the Director.

- (c) Upon the completion of the relocation of the vehicular access points referred to in sub-clause (b) of this Special Condition, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the vehicular access points X and Y through Z was constructed.

- (d) In the event of the non-fulfillment of the Grantee’s obligations under sub-clause (c) of this Special Condition within the said time limit specified by the Director, the Government may carry out the necessary construction or maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of carrying the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

21. Special Condition No.(26)(a)(i) stipulates that:-

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

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 10 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 2.4 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 1.2 residential units or part thereof
Not less than 160 square metres	One space for every 0.667 residential units or part thereof

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22. Special Condition No.(26)(a)(iii) stipulates that:-
If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, 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 at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.
23. Special Condition No.(26)(a)(iv) stipulates that:-
The spaces provided under sub-clauses (a)(i) 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.
24. Special Condition No.(26)(b)(i) stipulates that:-
Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate;
- (I) one space for every 200 metres or part thereof of the first 15,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purpose and one space for every 200 square metres or part thereof of the remaining gross floor area to be used for such purpose; and
 - (II) one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.
25. Special Condition No.(26)(b)(iii) stipulates that:-
The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
26. Special Condition No.(26)(c) stipulates that:-
- (i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate 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, at the following rates or at such other rates as may be approved by the Director (hereinafter referred to as “the Parking Spaces for Disabled Persons”):
 - (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(I) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (III) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(II) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (IV) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition.
 - (ii) The Parking Spaces for Disabled Persons to be provided under sub-clause (c)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.
 - (iii) The Parking Spaces for Disabled Persons provided under sub-clause (c)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
27. Special Condition No.(26)(d) stipulates that:-
- (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) 10 percent of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”);
 - (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition;
 - (III) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(II) of this Special Condition; provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
 - (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the 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.
 - (iii) The spaces provided under sub-clauses (d)(i)(II) and (d)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the 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.
28. Special Condition No.(26)(e) stipulates that:-
- (i) Each of the spaces provided under sub-clauses (a) and (b) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
 - (ii) Each of the Parking Spaces for Disabled Persons provided under sub-clauses (c) of this Special Condition shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
 - (iii) Each of the spaces provided under sub-clauses (d) of this Special Condition shall measure 1.0 metres 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.
29. Special Condition No.(27)(a) stipulates that:-
Spaces shall be provided within the lot to the satisfaction of the Director:
- (i) 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 spaces 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 unit; (For the purpose of this sub-clause, detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as a block of residential units);

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- (II) one space for every 2,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
 - (III) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes;
 - (ii) as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) at a rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes.
30. Special Condition No.(27)(b) stipulates that:-
- (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition 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 referred to therein.
 - (ii) Each of the spaces provided under sub-clause (a)(ii) 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. Such spaces shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the lot to be used for office purposes.
31. Special Condition No.(30) stipulates that:-
- (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.
- provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.
 - (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
32. Special Condition No.(33) stipulates that:-
- The Grantee hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigation will be required. The Grantee further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Grantee hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Grantee further acknowledges that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.
33. Special Condition No.(34) stipulates that:-
- The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building up, filling in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.
34. Special Condition No.(35) stipulates that:-
- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, leveling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times
- during the term agreed to be granted by the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(34) of the Land Grant.
 - (c) In the event that as a result of or arising out of any formation, leveling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
 - (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
35. Special Condition No.(36) stipulates that:-
- No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.
36. Special Condition No.(37) stipulates that:-
- Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

Summary of land grant

批地文件的摘要

37. Special Condition No.(38) stipulates that:-
- Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the area shown coloured pink hatched blue on PLAN I annexed to the Land Grant (hereinafter referred to as “the Pink Hatched Blue Area”) except the boundary walls and fences.
 - No parking spaces or lay-bys or loading and unloading spaces shall be allowed on, over, under, above, below or within the Pink Hatched Blue Area.
38. Special Condition No.(39)(a) stipulates that:-
The Grantee shall carve out the Pink Hatched Blue Area by way of a Deed Poll in such form and containing such provisions as the Director may approve or require. The Deed Poll shall be registered by the Grantee by Memorial in the Land Registry. No transaction (except a building mortgage under Special Condition No.(20)(d) of the Land Grant or such other transactions as the Director may approve in writing) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration.
39. Special Condition No.(39)(b) stipulates that:-
Save and except as provided in Special Condition No.(24) of the Land Grant and in sub-clauses (a) and (c) of this Special Condition, the Grantee shall not assign, mortgage (except by way of a building mortgage under Special Condition No.(20)(d) of the Land Grant), charge, underlet, part with the possession of or otherwise dispose of the Pink Hatched Blue Area or any part thereof or any interest therein.
40. Special Condition No.(39)(c) stipulates that:-
The Grantee shall, after he has in all respects observed and complied with and fulfilled all of his obligations under the Conditions of the Land Grant to the satisfaction of the Director, on demand on a date to be specified in a letter to the Grantee from the Director, at his own expense surrender the Pink Hatched Blue Area or any part or parts thereof with vacant possession to the Government free of cost, consideration and incumbrances to the satisfaction of the Director and for this purpose the Grantee shall, at his own expense and costs and within such time as may be specified, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director approve or require provided that the Government shall not be under any obligation to accept a surrender of the Pink Hatched Blue Area or any part or parts thereof and shall only do so as and when the Government sees fit. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with such surrender or the Director’s decision not to call for such surrender.
41. Special Condition No.(39)(e) stipulates that:-
Without prejudice to Special Condition No.(12) of the Land Grant, the Grantee shall at his own expense and in all respect to the satisfaction of the Director landscape the Pink Hatched Blue Area or any part or parts thereof and maintain and keep the Pink Hatched Blue Area or any part or parts thereof in a safe, clean, neat, tidy and healthy condition until the Pink Hatched Blue Area shall have been surrendered to the Government in accordance with sub-clause (a) of this Special Condition.
42. Special Condition No.(40) stipulates that:-
Upon the Director giving the Grantee prior written notice of not less than one calendar month, the Grantee shall permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles free of costs and compensation to enter into, use and occupy the Pink Hatched Blue Area or any part or parts thereof as works areas in connections with the adjacent road construction and its associated works for such period as the Director may require.
43. Special Condition No.(41) stipulates that:-
The Grantee acknowledges that the Government may at any time after the date of this Agreement propose and implement a road scheme under the Roads (Works, Use and Compensation) Ordinance (Cap.370) or otherwise affecting the lot or any part thereof and agrees that he shall not object to the said road scheme.
44. Special Condition No.(43) stipulates that:-
- In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
 - Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.
45. Special Condition No.(44) stipulates that:-
The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area (hereinafter collectively referred to as “the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof and the Green Area or both the lot or any part thereon and the Green Area or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.
46. Special Condition No.(45) stipulates that:-
- The Grantee shall within six calendar months from the date of the Land Grant at his own expense and in all respects to the satisfaction of the Director submit or caused to be submitted to the Director for his written approval a Drainage Impact Assessment (hereinafter referred to as “the Assessment”) in connection with the development on the lot.

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- (b) The technical aspects of the Assessment shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.
 - (c) The Assessment shall identify all adverse drainage impact as may arise from the development of the lot and the Grantee shall at his own expense carry out appropriate mitigation works to the satisfaction of the Director.
 - (d) No building or any other works (including site formation works but excluding the demolition and removal works of the said buildings or structures referred to in Special Condition No.(2) of the Land Grant) shall be commenced on the lot or any part thereof until the Assessment has been approved in writing by the Director.
47. Special Condition No.(46) stipulates that:-
- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey in to the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
 - (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.
48. Special Condition No.(48) stipulates that:-
- Consent to use temporary mains fresh water for flushing will be given, provided that the Grantee will be required to install plumbing suitable for the use of salt water and to accept salt water supply if available in future.
49. Special Condition No.(49) stipulates that:-
- (a) The Grantee shall pay to the Government on demand the total cost incurred or to be incurred by the Government in diverting the existing water main which is located on, under or over the lot and the land adjacent thereto as shown and marked by a blue line on PLAN I annexed to the Land Grant (hereinafter referred to as “the Existing Water Main”).The final costs of diverting the Existing Water Main shall be determined by the Government. Such determination shall be final and binding on the Grantee.
 - (b) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon for the purpose of carrying out the works in relation to the Existing Water Main. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause (b) and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
50. Special Condition No.(52) 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.
- Remarks: The “Grantee” as mentioned in this section includes the Grantee under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns.

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1. 該物業發展項目位於丈量約份第120約第4043號地段的餘段上。
2. 根據2008年7月10日訂立並在土地註冊處以新批租契第20601號(「批地文件」)持有丈量約份第120約地段第4043號(「地段」), 租期由2008年7月10日起計50年。
3. 一般條款第6條規定
 - (a) 承授人須在整個租契年期期間根據批地文件的一般條款及特別條款(「該等條款」)開發或重建(該詞語指以下第(b)分條提及的重建):
 - (i) 按已批准的設計、佈局、高度及任何經批准的建築圖則保養所有建築物, 不得對其作出更正或修改; 及
 - (ii) 保養所有現有的建築物或按該等條款或作出的合同修訂所訂定興建建築物於修繕妥當的狀態, 並在租契年期期滿或提前終止租約時以同樣修繕妥當的狀態交回。
 - (b) 倘若在租契年期期間的任何時候清拆在該地段上或其中任何部分的任何建築物, 承授人須採用相同類型和不少於總樓面面積的品質良好及實在的建築物或地政總署署長(「署長」)批准的類型及價值的建築物取代。倘若進行上述清拆, 承授人須在該清拆後1個曆月內向署長申請批准進行建築工程, 以便重建該地段, 並在收到批准後3個曆月內展開重建的必要工程和在署長規定的期限內完工, 使署長滿意。
4. 特別條款第(5)(a)條規定:
 - (a) 承授人須:
 - (i) 從批地文件之日起72個曆月內(或署長可批准的其他延長時期內)按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程, 在一切方面使署長滿意:
 - (I) 在批地文件附錄的圖則I上用綠色顯示的區域(以下簡稱為「綠色區域」)鋪設及構建未來公共道路之部分; 及
 - (II) 提供與修建署長可自行酌情要求的橋樑、隧道、立交橋、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物(以下統稱「構築物」), 以便在綠色區域進行建築、車輛及行人交通。
 - (ii) 從批地文件之日起72個曆月內或署長可批准的其他延長時期內自費綠色區域鋪設地面、路邊石及渠道並於其提供署長可要求的明渠、污水渠、排水渠、消防栓(其管道連接至總水喉)、街燈、交通標誌、街道設施及道路標記, 使署長滿意; 及
 - (iii) 自費保養綠色區域及構築物及在其上或其內建築、安裝及提供的一切構築物、路面、明渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物, 使署長滿意, 直至按批地文件特別條款第(6)條移交綠色區域的管有權。
 - (b) 倘若承授人未能在指定的時期內履行本特別條款第(a)分條規定他的責任, 政府可以進行必要的工程, 費用由承授人承擔。承授人須在要求時向政府支付相等於工程費用的款項, 該款項由署長決定, 署長的決定為最後決定及約束承授人。
 - (c) 署長毋須對承授人履行本特別條款第(a)分條規定他的責任或政府行使本特別條款第(b)項的權利或其他原因造成或引致承授人或其他任何人士蒙受任何損失、損害、滋擾或干擾承擔任何責任。承授人不得就上述任何損失、損害、滋擾或干擾向政府或署長或他授權的官員要求索償。
5. 特別條款第(6)條規定:

僅為了進行批地文件特別條款第(5)條指定的必要工程, 承授人在批地文件之日獲授權管有綠色區域。綠色區域須在要求時重新交還給政府, 在任何情況下, 在署長發出信件, 說明批地文件的條件均已履行使他滿意之日, 即視為承授人已重新交還給政府。承授人在管有綠色區域期間須允許一切政府和公共車輛及行人在任何合理時間內自由通過綠色區域並確保上述通行不會受到任何工程, 不論是按批地文件特別條款第(5)條或其他規定進行的工程之干涉或阻礙。
6. 特別條款第(7)條規定:

未經署長的預先書面同意, 承授人不得使用綠色區域作為儲存物件或搭建任何臨時構築物或批地文件特別條款第(5)條指定的工程以外的其他用途。
7. 特別條款第(8)條規定:

承授人須在管有綠色區域期間, 於任何合理時間內准許署長、他的官員、承建商、他授權的任何其他人士有權出入、經過及再經過該地段及綠色區域, 旨在視察、檢查及監管按批地文件特別條款第(5)(a)條進行的任何工程, 及進行、視察、檢查及監管按批地文件特別條款第(5)(b)條進行的任何工程及署長認為有必要在綠色區域進行的任何其他工程;
8. 特別條款第(9)條規定:

承授人須開發該地段, 在該地段上興建建築物並於2014年9月30日或之前竣工和使該等建築物適合佔用, 在一切方面符合批地文件的條款及目前或任何時候在香港施行適用於建築、衛生及規劃的一切法例、則例及規例之規定。
9. 特別條款第(10)條規定:
 - (a) 除本特別條款第(b)分條規定外, 該地段或其中任何部分或在其上已建或擬建的建築物不得用作非工業(不包括倉庫、酒店及加油站)以外的任何其他用途。
 - (b) 在該地段上已建或擬建的任何建築物或其中任何部分不得用作下述規定以外的其他用途:
 - (i) 最低3層樓作非工業(不包括倉庫、酒店及加油站)用途, 但是為免存疑, 地庫層(如已建), 不論該樓層的範圍或樓面面積大小, 應列入本特別條件所指樓層。任何地庫層的用途還須受本特別條款第(b)(iii)分條限制;
 - (ii) 餘下樓層(倘若超過3層地庫層, 不包括最低3層樓以上的任何地庫層(如已建))作私人住宅用途; 及
 - (iii) 任何地庫層(如已建), 不論是為最低3層樓或最低3層樓以上的地庫層, 作非工業(不包括住宅、倉庫、酒店及加油站)用途。
 - (c) 任何樓層若僅作為按批地文件特別條款第(26)條規定提供的車位、裝卸區或機房或兩者之用途均不得列作本特別條款第(b)分條提及的一層樓或本特別條款第(b)(iii)條提及的一層地庫層。署長對於任何一層樓是否用作本分條准許的用途之決定是最終決定及約束承授人。
 - (d) 在本特別條款中, 署長對如何構成樓層的決定是最終決定及約束承授人。
10. 特別條款第(11)條規定:

未經署長的預先書面同意, 不得移走或干涉在該地段或毗鄰地段種植的樹木。署長在授予同意時可以對移植、代償性環境美化或補種施加他認為合適的條件。
11. 特別條款第(12)條規定:

承授人須在該地段及基座平台(如有)沒有建築的任何部分自費美化及種植樹木及灌木並在其後保養及保持其處於安全、整潔及健康狀態, 使署長滿意。
12. 特別條款第(13)條規定:

除該等條款規定外, 在按一般條款第(6)條擬開發或重建該地段或其中任何部分時:

 - (a) 在該地段上已建或擬建任何建築物時須在一切方面符合建築物條例、其下的任何規例及任何修訂法例;
 - (b) 在該地段或其中任何部分或該等條款指定該地段外面的任何區域興建任何建築物或開發或使用該地段或其中任何部分或該等條款指定該地段外面的任何區域須在一切方面符合城市規劃條例、其下的任何規例及任何修訂法例的規定;
 - (c) 除本特別條款第(d)分條規定外, 在該地段上已建或擬建的任何建築物的總樓面面積不得少於58,830平方米和多於98,049.7平方米;
 - (d) 在該地段上已建或擬建作零售用途的任何建築物的總樓面面積不得少於4,000平方米和多於6,000平方米;
 - (e) 倘若在該地段已建或擬建的一座部分作住宅和部分作非住宅用途的綜合大廈, 該綜合大廈的住宅部分的地積比不得超過按下列公式計算的數據:
$$\text{最大地積比} = \frac{(9.5 - \text{實際非住宅地積比}) \times 5}{\text{作住宅部分} \quad 9.5}$$

在該等條款中, 該詞語:
「住宅」及「非住宅」具有建築物條例第2條、其下的任何規例及任何修訂法例界定的相同意義和署長對任何建築部分是否屬於住宅或非住宅用途的決定是最終決定及約束承授人。在該地段上興建任何建築物或其中部分(視情況而定)的「地積比」須採用建築物或其中部分的總樓面面積除以該建築物或其中部分所在地段或其中部分的面積計算。

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署長對在該地段上已建或擬建建築物或其中部分的住宅部分及非住宅部分的地積比之計算是最終決定及約束承授人。

- (f) 承授人特此明文同意與承認，政府對能否完全利用本特別條款第 (c) 分條指明的最大樓面面積不作擔保，及若不得利用指明的最大樓面面積承授人不得向政府提出索償；
- (g) 在該地段已建或擬建的任何建築物不得超過25層樓，不包括任何地庫，但是署長在計算本分條提及的樓層數目時，可自行酌情決定不包括：
- (i) 他認為任何已建或擬建僅作放置升降機、空調機或加熱系統或任何類似服務的機器或設備的樓層或區域；及
- (ii) 批地文件特別條款第 (51) (b) (i) (II) 條提及的任何建築物或樓面空間；
- (h) 在該地段上已建或擬建的任何建築物或其他構築物連同該等建築物或構築物的任何增建物或固定物 (如有) 不得超過香港主水基準面75米以上的高度，但是：
- (i) 經署長的預先書面批准，在建築物的天台可興建或安置超過上述高度限制的機房、空調機、水箱、樓梯蓋及類似屋頂裝置；及
- (ii) 署長在計算建築物或構築物的高度時可自行酌情決定不包括批地文件特別條款第 (51) (b) (i) (II) 條提及的任何建築物或樓面空間；
- (i) 在該地段上已建或擬建的任何建築物的設計及佈局須經署長的預先書面批准。未取得上述批准前不得於該地段開展任何建築工程 (地盤平整工程除外)。在該等條款中，「建築工程」及「地盤平整工程」須按建築物條例、其下的任何規例及任何修訂法例界定。
13. 特別條款第 (14) 條規定：
即使批地文件特別條款第 (13) 條准許最大樓面面積，承授人可在該地段部分搭建臨時構築物，作為售樓處及示範單位及有關的市場推廣活動，以便出售按該等條款在該地段已建或擬建的建築物或其中任何部分，但是操作該售樓處、示範單位及有關的市場推銷活動的規模及實施期間須經署長的預先書面批准。
14. 特別條款第 (15) (a) 條規定：
承授人可在該地段內搭建、建築及提供署長可書面批准的康樂設施及其配套設施 (以下簡稱「設施」)。該等設施的類型、範圍、設計、高度及佈局須經署長的預先書面批准。
15. 特別條款第 (15) (c) 條規定：
每倘若該等設施任何部分按本特別條款第 (b) 分條獲豁免列入計算的總樓面面積及地積比 (以下簡稱「獲豁免設施」)：
- (i) 獲豁免設施須指定及構成批地文件特別條款第 (22) (a) (v) 條提及的公用地方之部分；
- (ii) 承授人須自費保養獲豁免設施處於修繕妥當的狀態並操作獲豁免設施，使署長滿意；及
- (iii) 獲豁免設施只能供在該地段已建或擬建的住宅大廈的住戶及其真正訪客使用，其他人士無權使用。

16. 特別條款第 (16) (a) 條規定：
倘若該地段或其中任何部分用作住宅用途，可在該地段內提供看更或管理員或兩者的辦公處所，受下列條件規限：
- (i) 署長認為該處所對該地段上已建或擬建的住宅大廈的安全、保安及良好管理必不可少；
- (ii) 該處所只能用作該地段全職和需要聘請的看更或管理員或兩者的辦公處所；及
- (iii) 該處所的位置必須先經署長的書面批准。
在本第 (a) 分條中，辦公處所不得設在該地段內擬供或適合個別家庭使用的任何建築物內。
17. 特別條款第 (17) (a) 條規定：
倘若該地段或其中任何部分用作住宅用途，可在該地段內提供看更或管理員或兩者的宿舍，受下列條件規限：
- (i) 該宿舍須設置在該地段上已建或擬建的一座住宅大廈內或署長以書面批准的位置；
- (ii) 該宿舍只能用作該地段全職和需要聘請的看更或管理員或兩者的住宿處所；及
在本第 (a) 分條中，宿舍不得設在該地段內擬供或適合個別家庭使用的任何建築物內。
18. 特別條款第 (18) (a) 條規定：
倘若該地段或其中任何部分用作住宅用途，可在該地段內提供一個辦事處，供業主立案法團或業主委員會使用，但是
- (i) 該辦事處只能為該地段及於其已建或擬建的建築物成立或擬成立的業主立案法團或業主委員會用作開會及行政工作之用途；及
- (ii) 該辦事處的位置必須先經署長書面批准。
19. 特別條款第 (19) 條規定：
在該地段上不得興建根據建築物條例 (適用新界) 條例、其下任何規例及任何修訂法例可獲豁免遵從建築物條例、其下任何規例及任何修訂法例條文的類型之建築物。
20. 特別條款第 (25) 條規定：
- (a) 除本特別條款第 (b) 分條規定外，承授人無權開車出入該地段，批地文件附錄圖則I上由X點穿過Z點至Y點或署長書面批准的其他位置除外。當開發或重建該地段時，可允許建築車輛臨時通過上述位置，受署長可施加的條件規限。當完成該地段的開發或重建後，承授人須在署長指定的期限內自費修復興建臨時通道的區域，在一切方面使署長滿意。
- (b) 承授人須應署長的要求，在署長指定的期限內自費重新設置在批地文件附錄的圖則上顯示及標誌通過X點穿過Z點至Y點至X1點穿過Z1點至Y1點及P點穿過R點至Q點的車輛通道。在完成重新設置上述車輛通道位置後，承授人無權開車出入該地段，X1點穿過Z1點至Y1點及P點穿過R點至Q點或署長可書面批准的其他位置除外。

- (c) 當完成重新設置本特別條款第 (b) 分條提及的車輛通道位置後，承授人須在署長指定的期限內自費修復X點穿過Z點至Y點修建的車輛通道所在的區域，在一切方面使署長滿意。
- (d) 倘若承授人沒有在署長指定的期限內履行本特別條款第 (c) 分條規定他的責任，政府可進行必要的建築或保養工程，費用由承授人承擔，承授人須在要求時向政府支付相等於工程的費用，該費用由署長決定，署長的決定是最終決定及約束承授人。在進行上述工程時，政府、其官員、代理人、承辦商、工人或其他正式授權人士有權在任何合理時間內自由進入該地段或其中任何部分及在其上已建或擬建的建築物。政府、其官員、代理、承辦商、工人或其他正式授權人士對他們行使本分條賦予的通行權所產生或造成承授人蒙受的任何損失、損害、滋擾或干擾毋須承擔責任。承授人不得就任何損失、損害、滋擾或干擾向他們提出索償。

21. 特別條款第 (26) (a) (i) 條規定：
必須按以下表格列明按該地段已建或擬建的住宅單位的有關面積計算的比率 (除非署長同意住宅停車位的比率或數目不同於下列表格所述) 在該地段提供地方給該地段已建或擬建住宅單位的住戶及其真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領有牌照的車輛 (以下統稱「住宅停車位」) 之用途，使署長滿意；

每個住宅單位的面積	擬提供的住宅停車位數目
少於40平方米	每10個住宅單位或其中部分提供一個車位
不少於40平方米但少於70平方米	每6個住宅單位或其中部分提供一個車位
不少於70平方米但少於100平方米	每2.4個住宅單位或其中部分提供一個車位
不少於100平方米但少於160平方米	每1.2個住宅單位或其中部分提供一個車位
不少於160平方米	每0.667個住宅單位或其中部分提供一個車位

22. 特別條款第 (26) (a) (iii) 條規定：
如果在該地段已建或擬建的任何住宅大廈提供超過75個住宅單位，應按每座住宅大廈5個車位或署長可批准的其他比率提供額外的車位 (至少須提供一個車位)，供在該地段上已建或擬建建築物的住宅單位住戶的真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的車輛之用途。

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23. 特別條款第 (26) (a) (iv) 條規定：
按本特別條款第 (a) (i) 及 (a) (iii) 分條提供的車位不得用作其規定以外的任何用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。
24. 特別條款第 (26) (b) (i) 條規定：
除非署長同意其他比率，必須按下列比率在該地段內提供車位停泊車輛，使署長滿意：
(I) 在該地段已建或擬建作寫字樓用途的建築物的總樓面面積的首15,000平方米中每200平方米或其中部分提供一個車位，及作上述用途的餘下總樓面面積的每200平方米或其中部分提供一個車位；及
(II) 在該地段已建或擬建作非工業（不包括住宅、寫字樓、酒店、倉庫及加油站）用途的建築物的總樓面面積每200平方米或其中部分提供一個車位。
25. 特別條款第 (26) (b) (iii) 條規定：
按本特別條款第 (b) (i) (I) 及 (b) (i) (II) 分條提供的車位只可用作供在該地段上已建或擬建作該分條款指明的用途的建築物的佔用人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的車輛之用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。
26. 特別條款第 (26) (c) 條規定：
(i) 承授人須在按本特別條款第 (a) 及 (b) 分條提供的車位中，按下列比率或署長批准的其他比率，保留與指定車位供道路交通條例、其下的任何規例及任何修訂法例界定的傷健人士停泊車輛（以下簡稱「傷健人士車位」）：
(I) 按本特別條款第 (a) (i) 分條提供的每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位（至少保留與指定一個車位）；
(II) 按本特別條款第 (b) (i) (I) 分條提供的每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位（至少保留與指定一個車位）；
(III) 按本特別條款第 (b) (i) (II) 分條提供每200個車位或其中部分提供不少於1個車位，倘若該部分超過100個車位（至少保留與指定一個車位）；
(IV) 按本特別條款第 (a) (iii) 分條提供的車位中提供一個車位。
(ii) 按本特別條款第 (c) (i) 分條提供的傷健人士車位須設在署長書面批准的位置及水平。
(iii) 按本特別條款第 (c) (i) 分條提供的傷健人士車位只能用作供在道路交通條例、其下的任何規例及任何修訂法例界定的傷健人士停泊屬於該地段上已建或擬建建築物的住戶或佔用人及他們的真正賓客、訪客或獲邀請人的車輛，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。
27. 特別條款第 (26) (d) 條規定：
(i) 除非署長同意其他比率，必須按下列比率在該地段內提供車位，供停泊按道路交通條例、其下的任何規例及任何修訂法例領有牌照的電單車，使署長滿意：
(I) 按本特別條款第 (a) (i) 分條需要提供住宅停車位總數的10%（以下簡稱「住宅電單車車位」）；
(II) 按本特別條款第 (b) (i) (I) 分條需要提供車位總數的10%；
(III) 按本特別條款第 (b) (i) (II) 分條需要提供車位總數的10%；
但是如果需要提供的車位數目是小數，須四捨五入化為整數。
(ii) 住宅電單車車位只能供在該地段上已建或擬建建築物的住戶和他們的真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的電單車之用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。
(iii) 按本特別條款第 (d) (i) (II) 及 (d) (i) (III) 分條提供的車位只能供在該地段上已建或擬建建築物的住戶或佔用人及他們的真正賓客、訪客或獲邀請人停泊他們擁有按道路交通條例、其下任何規例及任何修訂法例領牌照的電單車之用途，特別是不得用作儲存、陳列或展示車輛作出售或其他用途。
28. 特別條款第 (26) (e) 條規定：
(i) 按本特別條款第 (a) 及 (b) 分條提供的每個車位的面積須為：2.5米闊 x 5.0米長 x 至少2.4米高。
(ii) 按本特別條款第 (c) 分條提供的每個傷健人士車位的面積須為：3.5米闊 x 5.0米長 x 至少2.4米高。
(iii) 按本特別條款第 (d) 分條提供的車位面積須為：1.0米闊 x 2.4米長 x 至少2.4米高或署長批准的其他最少高度。
29. 特別條款第 (27) (a) 條規定：
必須在該地段內提供下列區域，使署長滿意：
(i) 按下列比率提供貨車裝卸區：
(I) 該地段已建或擬建的建築物每800個住宅單位或其中部分提供一個裝卸區或按署長可批准的其他比率，惟在該地段已建或擬建每座住宅單位大廈至少提供一個裝卸區，該裝卸區須設置在毗連或在每座住宅單位大廈之內（在本條款中，擬供個別家庭住宅使用的獨立、半獨立房屋及排屋不得視為住宅單位大廈）；
(II) 在該地段已建或擬建作寫字樓用途的建築物總樓面面積每2,000平方米或其中部分提供一個裝卸區；及
(III) 在該地段已建或擬建作非工業（不包括住宅、寫字樓、酒店、倉庫及加油站）用途的建築物總樓面面積每800平方米或其中部分提供一個裝卸區；
(ii) 按該地段已建或擬建作寫字樓用途的建築物總樓面面積每20,000平方米或其中部分一個區域之比率，提供路邊停車位，作為車輛（包括的士）上落客之用途。
30. 特別條款第 (27) (b) 條規定：
(i) 按本特別條款第 (a) (i) 條提供的每個區域須為：3.5米闊 x 11.0米長 x 至少4.7米高。該等區域只能用作與建築物有關的貨車裝卸之用途。
(ii) 本特別條款第 (a) (ii) 條提供的每個區域須為：2.5米闊 x 5.0米長 x 至少2.4米高。該等區域只能用作與有關在該地段已建或擬建作寫字樓用途的建築物的車輛（包括的士）上落客之用途。
31. 特別條款第 (30) 條規定：
(a) 住宅停車位及住宅電單車車位不得
(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住宅單位的權利；或
(II) 給已經擁有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住宅單位的權利之人士；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，不得轉讓或租超過3個住宅停車位和住宅電單車車位給予該地段已建或擬建的建築物的任何一個住宅單位的擁有人或住戶。
(b) 即使本特別條款第 (a) 分條有規定，經署長的預先書面批准，承授人可整體轉讓所有住宅停車位及住宅電單車車位給承授人全資擁有的一間附屬公司。
(c) 本特別條款第 (a) 分條不適用於該地段整體的轉讓、分租、按揭及抵押。
32. 特別條款第 (33) 條規定：
承授人確認該地段的地層含溶洞大理石，並接受在開發或重建該地段時必需進行廣泛的岩土勘察。承授人還接受該勘察可能顯示需要一個有經驗的岩土工程師在負責設計與監管在該地段進行所要求的工程方面有高層次的參與。承授人確認進行任何岩土勘察、設計工程、建築、監管或任何其他事宜所產生的一切費用、收費或各種開支必須由承授人完全負責。承授人還確認政府毋須對該等費用、收費或其他開支承擔任何責任。
33. 特別條款第 (34) 條規定：
承授人不得分割、排除或退讓該土地毗鄰或毗連的政府土地或在政府土地上進行任何堆積、堆填或斜坡處理工程，除非取得署長的預先書面同意，署長可自行酌情作出同意，施加他認為合適的條件及條款，包括按他決定的地價授予額外的政府土地作為該地段的延伸段。

Summary of land grant

批地文件的摘要

34. 特別條款第 (35) 條規定：
- (a) 如果任何土地需要或已經被分割、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，不論有否經署長預先書面同意，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承授人按該等條件需要進行的任何其他工程或作任何其他用途，承授人須自行出資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、排水或輔助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、山泥傾瀉或地陷。承授人須在批地文件授予的租期期間自行出資保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。
- (b) 本特別條款第 (a) 分條的規定沒有影響該等條款，特別是批地文件特別條款第 (34) 條賦予政府的權利。
- (c) 倘若因為任何構建、平整、開發或承授人進行其他工程或任何其他原因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，承授人須自行出資進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、他的代理人及承建商承受、遭受或產生一切費用、收費、損害賠償、要求及索償彌償他們。
- (d) 除了批地文件規定對違反該等條件的任何其他權利或濟助外，署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。承授人須在要求時歸還政府因此產生的費用連同任何行政費或專業費用及開支。
35. 特別條款第 (36) 條規定：
未經署長預先書面批准，不准在該地段使用碎石機。
36. 特別條款第 (37) 條規定：
如果在開發或重建該地段或其中任何部分時已安裝預應力地樁，承授人須在預應力地樁的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自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果承授人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，而承授人須在要求時歸還政府因此產生的費用。
37. 特別條款第 (38) 條規定：
- (a) 未經署長的預先書面同意，不得在批地文件附錄的圖則I上用粉紅色加藍斜線顯示的區域（以下簡稱「粉紅色加藍斜線區域」）之上、以上、之下、上面、之下或之內搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物，發展項目的界線圍牆及籬笆除外。
- (b) 不得在粉紅色加藍斜線區域之上、以上、之下、上面、之下或之內設置車位、路邊停車處或裝卸區。
38. 特別條款第 (39) (a) 條規定：
承授人須按署長批准或要求的格式及條文以平邊契據分割粉紅色加藍斜線區域。承授人須在土地註冊處以備忘錄形式註冊該平邊契據。在上述註冊之前不得對涉及該地段或其中任何部分或任何建築物或其中任何部分進行交易（按批地文件特別條款第 (20) (d) 條作出的建築按揭或署長書面批准的其他交易除外）。
39. 特別條款第 (39) (b) 條規定：
除批地文件特別條款第 (24) 條和本特別條款第 (a) 及 (c) 分條規定外，承授人不得轉讓、按揭（按批地文件特別條款第 (20) (d) 條作出的建築按揭除外）、抵押、分租、放棄管有或以其他形式處理粉紅色加藍斜線區域或其中任何部分或其中任何權益。
40. 特別條款第 (39) (c) 條規定：
承授人須在一切方面遵守、履行及實施批地文件的條款規定他的責任，使署長滿意後，須在署長給承授人發出信函指定的日期，自費交還粉紅色加藍斜線區域或其中任何部分的空置管有權給政府，不收取任何費用、代價及沒有產權負擔，使署長滿意。為了這個目的，承授人須在指定時間內訂立署長批准或要求的格式及載有的條款的交還契約或任何其他必要的文件，但是政府沒有任何責任接收交還粉紅色加藍斜線區域或其中任何部分，而只須在政府認為合適時接收。承授人無權就上述交還或署長決定不要求交還所直接或間接產生或有關的任何損失、損害或補償向政府要求索償。
41. 特別條款第 (39) (e) 條規定：
在不影響批地文件特別條款第 (12) 條規定下，承授人須自費美化粉紅色加藍斜線區域或其中任何部分並保養與保持粉紅色加藍斜線區域或其中任何部分處於安全、整潔及衛生狀態，在一切方面使署長滿意，直至按本特別條款第 (a) 分條交還紅色加藍斜線區域給政府。
42. 特別條款第 (40) 條規定：
當署長提前不少於1個曆月向承授人發出書面通知後，承授人須准許署長、他的官員、承辦商及他授權的任何其他人帶或不帶上工具、設備、機械或車輛免費進入、使用及佔用粉紅色加藍斜線區域或其任何部分，以作在署長要求的期限內與毗鄰道路興建及其配套工程的工作區域。
43. 特別條款第 (41) 條規定：
承授人承認政府可在本批地文件之日後的任何時間內建議與實施影響該地段或其中任何部分按道路（工程使用及補償）條例（第370章）規定的道路規劃並同意他不得反對上述道路計劃。
44. 特別條款第 (43) 條規定：
- (a) 倘若從該土地或該土地的任何發展影響的區域腐蝕、沖刷或傾倒泥土、廢石方、瓦礫、建築廢料或建築材料（以下簡稱「廢物」）到公共小巷或道路或路渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業（以下簡稱「政府物業」），承授人須自費清理政府物業的廢物並彌補對政府物業造成的任何損壞。承授人須對上述腐蝕、沖刷或傾倒對私人物業造成的任何損壞或滋擾所產生的一切訴訟、索償及要求賠償政府。
- (b) 即使本特別條款第 (a) 分條有規定，署長可以（但沒有責任）在承授人要求時清理政府物業的廢物並彌補對政府物業造成的任何損壞，承授人須在要求時向政府支付因此產生的費用。
45. 特別條款第 (44) 條規定：
承授人須在任何時候，特別是在任何建築、保養、翻新或維修工程（以下統稱「工程」）期間，採取或促使他人採取一切適當及充分的關注、技巧及預防措施，避免對該地段或其中部分或綠色區域或兩者任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下統稱「服務」）造成任何損壞、阻礙或干擾。承授人在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及程度，並須提交處理任何可受工程影響的服務一切方面的書面建議給署長，供他審批，及必須在取得署長對工程及上述建議作出的書面批准後才能進行該等工程。承授人須履行署長於批准建議時對服務施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復上述工程對該地段或其中部分或綠色區域或兩者或任何服務造成的任何損壞、阻礙或干擾（除非署長另作選擇，署長對明渠、污水渠、雨水渠或總水喉進行修復，承授人須在要求時向政府支付該等工程費用），使署長滿意。如果承授人未能對該地段或其中部分或綠色區域或兩者或任何服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須在要求時向政府支付該等工程的費用。
46. 特別條款第 (45) 條規定：
- (a) 承授人須在批地文件之日起6個曆月內自費向署長提交或促使他人提交有關開發該地段的排水影響評估報告（以下簡稱「評估報告」）給署長書面批准，在一切方面使署長滿意。
- (b) 評估報告的技術方面須由註冊土木工程師或香港工程學會以土木工程為專業界別的會員負責。
- (c) 評估報告須註明開發該地段對排水系統所產生的一切負面影響，及承授人須自費進行適當的補救工程，使署長滿意。
- (d) 在署長書面批准評估報告之前，不得對該土地或其中任何部分展開任何建築或其他工程（包括地盤平整工程，但不包括清拆與清除批地文件特別條款第 (2) 條提及的建築物或構築物）。

Summary of land grant

批地文件的摘要

47. 特別條款第(46)條規定：
- (a) 承授人須自行出資興建及保養該地段邊界內或政府土地內署長認為必要的排水渠及渠道，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，及承授人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。
 - (b) 連接該地段的任何排水渠和污水渠至政府的暴雨渠及污水渠的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對承授人負責，及承授人須在要求時向政府支付上述連接工程的費用。或者該等連接工程亦可由承授人自行出資進行，使署長滿意，及在該種情況下，上述連接工程的任何一段若在政府土地內修建，須由承授人自行出資保養，直至要求時由承授人交還給政府及承授人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。若承授人未能保養上述連接工程任何部分，署長可進行其認為所需的該等工程，承授人須在要求時向政府支付該等工程的費用。
48. 特別條款第(48)條規定：
承授人會獲同意使用臨時總食水喉作沖廁之用，但承授人須安裝適用使用鹹水的管道，並接受鹹水供應(如今後可以提供)。
49. 特別條款第(49)條規定：
- (a) 承授人須在要求時向政府支付政府對該地段及本批地文件附錄圖則I上用藍線顯示與標註毗連土地之上、之下或上面現有總水喉(以下簡稱「現有總水喉」)進行改道所產生或將產生的總開支。現有總水喉改道的總開支由政府決定，該決定是最終決定及約束承授人。
 - (b) 政府、其官員、代理人、承辦商、工人及正式授權的其他人士有權在任何合理時間內自由進入該地段或其任何部分及於其已建或擬建的任何建築物，旨在進行有關現有總水喉的工程。政府、其官員、代理人、承辦商、工人及正式授權的人士對承授人行使本第(b)分條賦予的權利所產生或連帶使承授人蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承授人不得就上述任何損失、損害、滋擾或干擾對其及他們提出索償。
50. 特別條款第(52)條規定：
不得在該地段搭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。

註： 本章節提及的「承授人」包括批地文件中的承授人，及在上下文義允許或要求下，包括他的遺囑執行人、遺產管理人及承讓人和如其為法團，包括其繼承人及承讓人。