

THE PAVILIA HILL

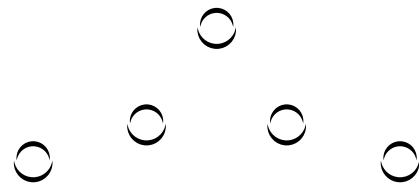
柏傲山

SALES BROCHURE FOR PARKING SPACE

車位銷售說明書







THE PAVILIA HILL

柏傲山

## Information on the development

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### 發展項目的資料

Name of the Development

THE PAVILIA HILL

發展項目名稱

柏傲山

Postal address of the Development

18A Tin Hau Temple Road

發展項目的郵寄地址

天后廟道18A號

## Information on vendor and others involved in the development

### 賣方及有參與發展項目的其他人的資料

#### Vendor

Silver Rich Holdings Limited  
Fook Hang Trading Company Limited

#### Holding company of the vendor (Silver Rich Holdings Limited)

New World Development Company Limited  
Fook Hang Trading Company Limited

#### Holding company of the vendor (Fook Hang Trading Company Limited)

New World Development Company Limited

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

None

#### Holding company of the JV Parther

Not applicable

#### Authorized person for the Development

Ms. Chan Wan Ming

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

P&T Architects and Engineers Ltd

#### Building contractor for the Development

Hip Hing Builders Company Limited

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

Woo, Kwan, Lee & Lo  
Vincent T. K. Cheung, Yap & Co.  
Mayer Brown

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

Bank of China (Hong Kong) Limited (The loan has been settled and the bank undertaking has been released)  
The Hongkong and Shanghai Banking Corporation Limited (The loan has been settled and the bank undertaking has been released)  
Standard Chartered Bank (Hong Kong) Limited (The loan has been settled and the bank undertaking has been released)

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

New World Development Company Limited (The loan has been settled)  
Kam Wah Investment Company Limited (The loan has been settled)

#### 賣方

銀發集團有限公司  
福恒貿易有限公司

#### 賣方 (銀發集團有限公司) 的控權公司

新世界發展有限公司  
福恒貿易有限公司

#### 賣方 (福恒貿易有限公司) 的控權公司

新世界發展有限公司

賣方聘用為統籌和監管有關發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士 (“合作伙伴”)

沒有

#### 合作伙伴的控權公司

不適用

#### 發展項目的認可人士

陳韻明女士

認可人士以其專業身份擔任經營人、董事或僱員的商號或法團

巴馬丹拿建築及工程師有限公司

#### 發展項目的承建商

協興建業有限公司

就發展項目中的車位的出售而代表賣方行事的律師事務所

胡關李羅律師行  
張葉司徒陳律師事務所  
孖士打律師行

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

中國銀行 (香港) 有限公司 (此貸款已結清及此銀行承諾已解除)  
香港上海滙豐銀行有限公司 (此貸款已結清及此銀行承諾已解除)  
渣打銀行 (香港) 有限公司 (此貸款已結清及此銀行承諾已解除)

已為發展項目的建造提供貸款的任何其他人

新世界發展有限公司 (此貸款已結清)  
錦華置業有限公司 (此貸款已結清)

## Relationship between parties involved in the development

### 有參與發展項目的各方的關係

(a)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development 賣方或合作伙伴或有關發展項目的承建商屬個人，並屬該發展項目的認可人士的家人	Not Applicable 不適用
(b)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人	Not Applicable 不適用
(c)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or JV Partner or contractor (or a holding company of that vendor or the JV Partner) is an immediate family member of such an authorized person 賣方或合作伙伴或該發展項目承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書屬上述認可人士的家人	No 否
(d)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人	Not Applicable 不適用
(e)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的有聯繫人士的家人	Not Applicable 不適用
(f)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人	No 否
(g)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development 賣方或合作伙伴或該發展項目的承建商屬個人，並屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人	Not Applicable 不適用
(h)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人	Not Applicable 不適用
(i)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書屬上述律師事務所的經營人的家人	No 否
(j)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或有關發展項目的承建商屬私人公司，而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、合作伙伴或控權公司或承建商最少10%的已發行股份	No 否
(k)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份	No 否
(l)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 賣方、合作伙伴或該發展項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書	No 否
(m)	The vendor, the JV Partner or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor, JV Partner or contractor 賣方、合作伙伴或該發展項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴或承建商的僱員	Not Applicable 不適用



## Relationship between parties involved in the development

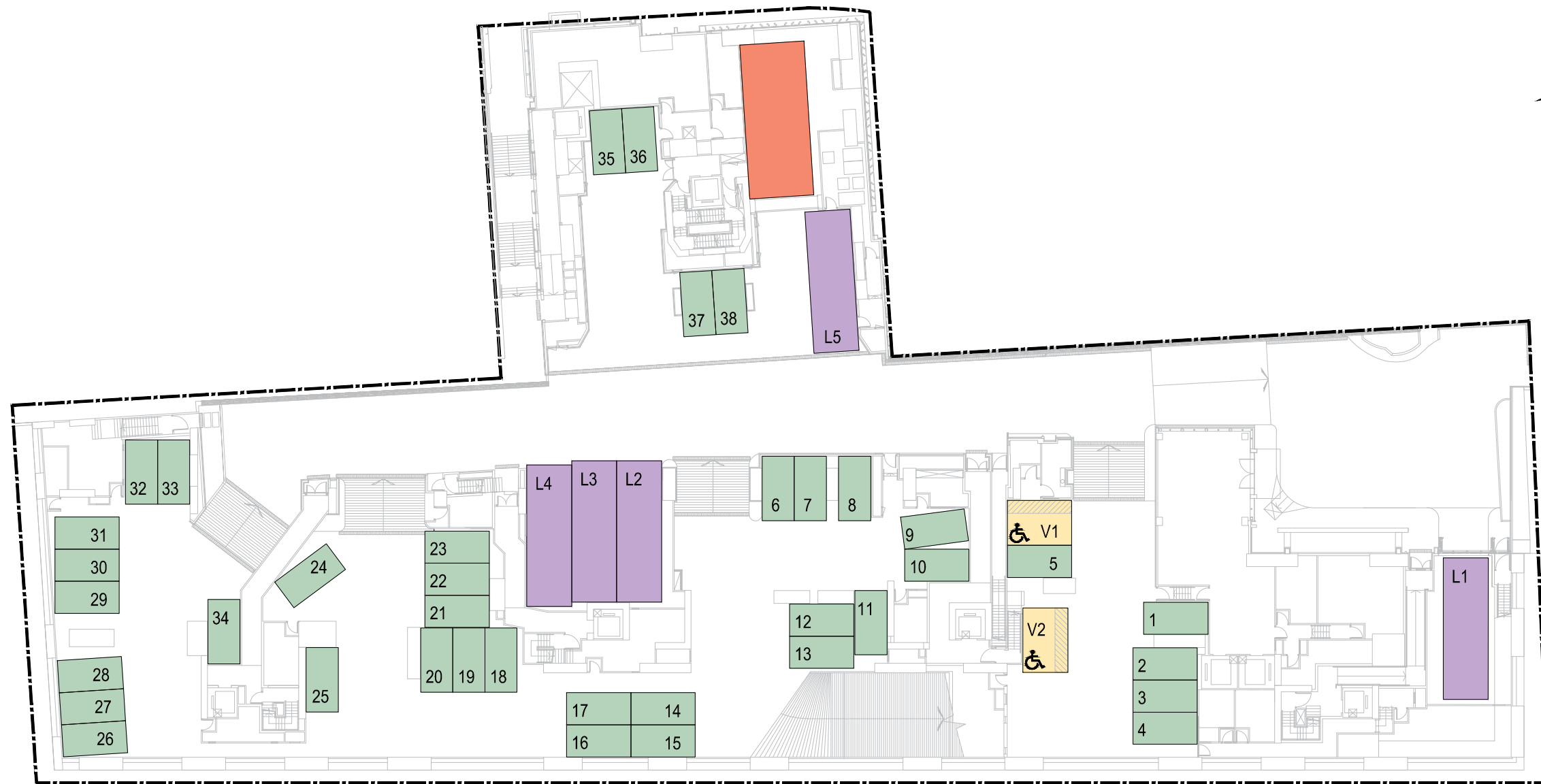
### 有參與發展項目的各方的關係

(n)	<p>The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor</p> <p>賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬私人公司，而就該發展項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份</p>	No 否
(o)	<p>The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor</p> <p>賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份</p>	No 否
(p)	<p>The vendor, the JV Partner or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner</p> <p>賣方、合作伙伴或該發展項目的承建商屬法團，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書</p>	No 否
(q)	<p>The vendor, the JV Partner or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor, JV Partner or contractor</p> <p>賣方、合作伙伴或該發展項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商的僱員</p>	Not Applicable 不適用
(r)	<p>The vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner</p> <p>賣方、合作伙伴或該發展項目的承建商屬法團，而該發展項目的認可人士以其專業身份擔任董事或僱員的法團為該賣方、合作伙伴或承建商或該賣方或該合作伙伴的控權公司的有聯繫法團</p>	No 否
(s)	<p>The vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor, JV Partner or of a holding company of that vendor or JV Partner</p> <p>賣方、合作伙伴或該發展項目的承建商屬法團，而該承建商屬該賣方、合作伙伴或該賣方或該合作伙伴的控權公司的有聯繫法團</p>	Yes 是

# 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 地下



Scale比例



- Residential parking space 住宅停車位
- Accessible (disabled)/ visitor parking space 傷健人士/訪客停車位
- Loading and unloading space 上落貨停車位
- Refuse collection vehicle parking space 垃圾車停車位
- Boundary of the Development 發展項目的界線



# Floor plans of parking spaces in the development

## 發展項目中的停車位的樓面平面圖

### Mezzanine Floor 閣樓



Scale比例

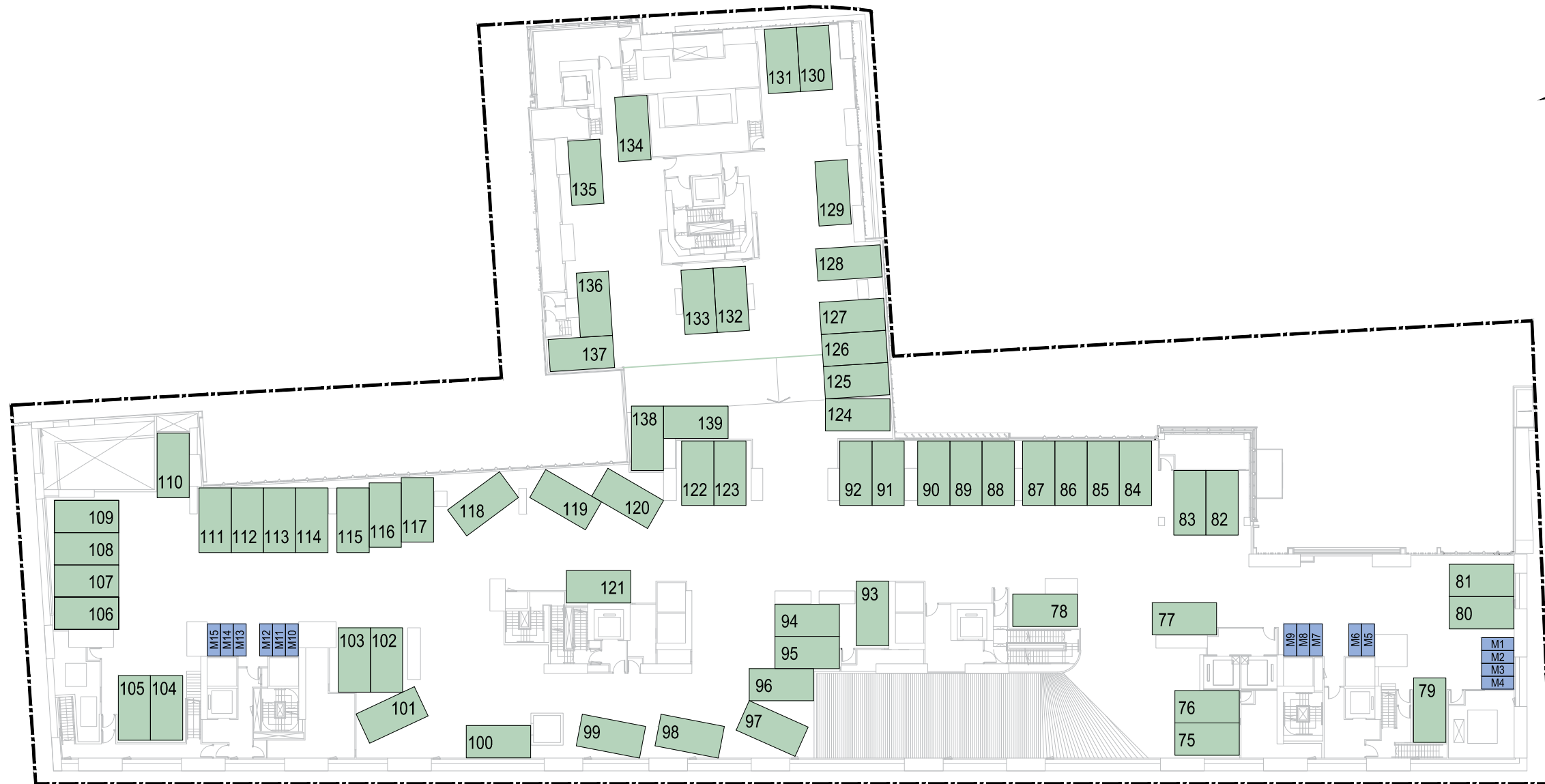


-  Residential parking space 住宅停車位
-  Boundary of the Development 發展項目的界線

# Floor plans of parking spaces in the development




## 發展項目中的停車位的樓面平面圖

### First Floor 1樓



Scale比例

0M(米) 10 20 30 40 50M(米)

-  Residential parking space 住宅停車位
-  Motor cycle parking space 電單車停車位
-  Boundary of the Development 發展項目的界線

## Floor plans of parking spaces in the development

### 發展項目中的停車位的樓面平面圖

#### Number, dimensions and areas of parking spaces 停車位的數目、尺寸及面積

Category of parking space 停車位類別	Number 數目			Parking space number 停車位編號	Dimensions (LxW) (m.) 尺寸(長x闊)(米)	Area of each parking space (sq.m.) 每個停車位面積(平方米)
	Ground floor 地下	Mezzanine floor 閣樓	First floor 1樓			
Residential parking space 住宅停車位	38	36	65	1 - 139	5.0(L) x 2.5(W)	12.5
Motor cycle parking space 電單車停車位	-	-	15	M1 - M15	2.4(L) x 1.0(W)	2.4
Accessible (disabled)/ visitor parking space 傷健人士/訪客停車位	2	-	-	V1 - V2	5.0(L) x 3.5(W)	17.5
Loading and unloading space 上落貨停車位	5	-	-	L1 - L5	11.0(L) x 3.5(W)	38.5
Refuse collection vehicle parking space 垃圾車停車位	1	-	-	-	12.0(L) x 5.0(W)	60.0

## Summary of preliminary agreement for sale and purchase

### 臨時買賣合約的摘要

- |   |  |
|---|--|
| <p>1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.</p> <p>2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the vendor, as stakeholders.</p> <p>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 -</p> <p>(a) that preliminary agreement is terminated;</p> <p>(b) the preliminary deposit is forfeited; and</p> <p>(c) the vendor does not have any further claim against the purchaser for the failure.</p> | <p>1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。</p> <p>2. 買方在簽署臨時買賣合約時須支付的臨時訂金，會由代表賣方行事的律師事務所以保證金保存人的身分持有。</p> <p>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 -</p> <p>(a) 該臨時合約即告終止；</p> <p>(b) 有關的臨時訂金即予沒收；及</p> <p>(c) 賣方不得就買方沒有簽立買賣合約而針對買方提出進一步申索。</p> |
|---|--|

## Summary of deed of mutual covenant

### 公契的摘要

#### A. Number of Undivided Shares assigned to each parking space in the Development

	No. of undivided shares
(i) Carparking Spaces Nos.1 to 38 on Ground Floor	5 each
(ii) Carparking Spaces Nos.39 to 74 on Mezzanine Floor	5 each
(iii) Carparking Spaces Nos.75 to 139 on 1st Floor	5 each
(iv) Motorcycle Parking Spaces Nos.M1 to M15 on 1st Floor	1 each

#### B. Basis on which the Management Expenses are shared among the owners of parking spaces in the Development

The Management Expenses shall be apportioned between the Owners of the parking spaces in the following manner :-

- Where any expenditure relates wholly to the Residential Common Areas or the Residential Common Facilities providing services to the Owners of the Residential Units the expenditure shall form part of the Management Expenses of the Residential Accommodation and shall be borne by the Owners of the Residential Units according to the proportions borne by the number of the Management Shares of their respective Residential Units to the total number of Management Shares allocated to all the Residential Units.
- Where any expenditure relates wholly to the Carpark Common Areas or the Carpark Common Facilities providing services to the Owners of the Carparking Spaces and the Motorcycle Parking Spaces, the expenditure shall form part of the Management Expenses of the General Car Park and shall be borne by the Owner of the Carparking Spaces and the Motorcycle Parking Spaces according to the proportions borne by the number of Management Shares of their respective Carparking Spaces and Motorcycle Parking Spaces to the total number of Management Shares allocated to all the Carparking Spaces and the Motorcycle Parking Spaces.
- Where any expenditure relates wholly to the Development Common Areas and the Development Common Facilities, the expenditure shall form part of the Management Expenses of the Development as a whole and shall be borne by all Owners of the Development in accordance with the proportion that the respective Management Shares of the relevant part of the Development bear to the total number of Management Shares of the Development less those allocated to the General Common Areas and the General Common Facilities.

	No. of management shares
(i) Carparking Spaces Nos.1 to 38 on Ground Floor	5 each
(ii) Carparking Spaces Nos.39 to 74 on Mezzanine Floor	5 each
(iii) Carparking Spaces Nos.75 to 139 on 1st Floor	5 each
(iv) Motorcycle Parking Spaces Nos.M1 to M15 on 1st Floor	1 each

#### C. Basis on which the Management Fee Deposit is fixed

The Management Fee Deposit shall be an amount equal to 2 months' Management Fee.

Unless otherwise defined in this sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the DMC.

#### A. 分配予發展項目中的每個停車位的不分割份數的數目

	不分割份數的數目
(i) 位於地下第1號至第38號的停車位	每個 5 份
(ii) 位於閣樓第39號至第74號的停車位	每個 5 份
(iii) 位於1樓第75號至第139號的停車位	每個 5 份
(iv) 位於1樓第M1號至第M15號的電單車停車位	每個 1 份

#### B. 在發展項目中的停車位的擁有人之間分擔管理開支的基準

停車位各業主須按下例分擔管理開支：

- 如任何開支完全關乎主要為各住宅單位業主提供服務之住宅公用地方或住宅公用設施，則會計入各座住宅大樓的管理開支部份，並由各住宅單位業主按照彼等各自所持之住宅單位管理份數佔所有住宅單位管理份數總額的比例分擔。
- 如任何開支完全關乎主要為各汽車車位及電單車車位業主提供服務之停車場公用地方或停車場公用設施，則會計入一般停車場的管理開支部份，並由各汽車車位及電單車車位業主按照彼等各自所持之汽車車位及電單車車位管理份數佔所有汽車車位及電單車車位管理份數總額的比例分擔。
- 如任何開支完全關乎發展項目公用地方及發展項目公用設施，則會計入發展項目整體管理開支，並由發展項目所有業主按照發展項目相關部份的管理份數，佔發展項目管理份數總額減去分配予一般公用地方及一般公用設施之管理份數所得餘數的比例分擔。

	管理份數的數目
(i) 位於地下第1號至第38號的停車位	每個 5 份
(ii) 位於閣樓第39號至第74號的停車位	每個 5 份
(iii) 位於1樓第75號至第139號的停車位	每個 5 份
(iv) 位於1樓第M1號至第M15號的電單車停車位	每個 1 份

#### C. 計算管理費按金的基準

管理費按金須相等於兩個月之管理費。

除非本車位銷售說明書另設定義，否則上述名詞具有公契中該等名詞的相同意義。

## Summary of land grant

### 批地文件的摘要

1. The Development is situated on Section A of Sub-section 1 of Section B of Inland Lot No. 2411, Section B of Sub-section 1 of Section B of Inland Lot No. 2411, The Remaining Portion of Sub-section 1 of Section B of Inland Lot No. 2411, Sub-section 2 of Section B of Inland Lot No. 2411, Sub-section 3 of Section B of Inland Lot No. 2411, Sub-section 4 of Section B of Inland Lot No. 2411, Sub-section 5 of Section B of Inland Lot No. 2411, Sub-section 6 of Section B of Inland Lot No. 2411, The Remaining portion of Section B of Inland Lot No. 2411, Section A of Sub-section 1 of Section C of Inland Lot No. 2411, Section B of Sub-section 1 of Section C of Inland Lot No. 2411, The Remaining Portion of Sub-section 1 of Section C of Inland Lot No. 2411, Sub-section 2 of Section C of Inland Lot No. 2411, The Remaining Portion of Section C of Inland Lot No. 2411, Sub-section 1 of Section D of Inland Lot No. 2411, Sub-section 1 of Section E of Inland Lot No. 2411, Sub-section 2 of Section E of Inland Lot No. 2411 and The Remaining Portion of Section E of Inland Lot No. 2411 (“the Sections”) which are held under a lease dated 28 March 1934 as varied or modified by four modification letters dated 24 May 1949, 11 May 1953, 12 March 1956 and 15 June 1956 and registered in the Land Registry by Memorial Nos. UB288427, UB288429, UB386582 and UB288428 respectively (“the Lease”), as varied or modified by a Modification Letter dated 22 June 2012 and registered in the Land Registry by Memorial No. 12070301910022 (“the Modification Letter”).
2. The Sections were granted for a term of 75 years commencing from 12 February, 1923 with the right of renewal for a further term of 75 years.
3. The Modification Letter stipulates that with effect from the date of the Modification Letter, i.e. 22 June 2012, the four modification letters dated 24 May 1949, 11 May 1953, 12 March 1956 and 15 June 1956 and registered in the Land Registry by Memorial Nos. UB288427, UB288429, UB386582 and UB288428 respectively shall, in so far only as they relate to the Sections but not further or otherwise, be deemed to be and shall be void and of no effect.
4. Clause (3) of the Second Schedule of the Modification Letter stipulates that the Sections or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
5. Clause (4) of the Second Schedule of the Modification Letter stipulates that
  - (a) the Lessee shall:
    - (i) on or before the 30th day of June, 2017 or such other date as may be approved by the Director of Lands (“the Director”), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
      - (I) lay and form those portions of future public roads shown coloured green on the plan marked “PLAN A” annexed to the Modification Letter (“the Green Area”); and
      - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (“the Green Area Structures”) so that building, vehicular and pedestrian traffic may be carried on the Green Area.
    - (ii) on or before the 30th day of June, 2017 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green 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 Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Clause (5) of the Second Schedule of the Modification Letter.
  - (b) In the event of the non-fulfilment of the Lessee’s obligations under sub-clause (a) hereof, the Government may carry out the necessary works at the cost of the Lessee 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 Lessee.
6. Clause (5) of the Second Schedule of the Modification Letter stipulates that for the purpose only of carrying out the necessary works specified in Clause (4)(a) hereof, the Lessee shall on the 22nd day of June 2012 be granted possession of the Green Area. The Green Area shall be re-delivered to the Government by the Lessee on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Lessee on the date of a letter from the Director indicating that the terms and covenants therein contained have been complied with to his satisfaction. The Lessee 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 Clause (4)(a) hereof or otherwise.
7. Clause (6) of the Second Schedule of the Modification Letter stipulates that the Lessee 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 Clause (4)(a) hereof.
8. Clause (7) of the Second Schedule of the Modification Letter stipulates that the Lessee shall at all reasonable times while he is in possession of the Green Area :
  - (a)
    - (i) 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 Sections and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Clause (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Clause (4)(b) hereof and any other works which the Director may consider necessary in the Green Area.
    - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the Sections and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the Sections or any adjoining or neighboring land or premises. The Lessee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and



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- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the Sections and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations with the Green Area.
- (b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee or any other person arising out of or incidental to the exercise of the rights by the Government, its officers, agents, contractors, and any other persons or public utility companies duly authorized under sub-clause (a) of this clause.
9. Clause (9) of the Second Schedule of the Modification Letter stipulates that :
- (b) the Lessee shall:
- (i) on or before the 30th day of June, 2017 or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form and surface the area of The Remaining Portion of Section E of Inland Lot No. 2411 as shown coloured pink hatched blue on the plan marked "PLAN A" annexed to the Modification Letter ("the Pink Hatched Blue Area") and provide and construct such drains, sewers, culverts, pavements or such other structures as the Director in his sole discretion may require ("the Pink Hatched Blue Area Structures"); and
- (ii) maintain at his own expense the Pink Hatched Blue Area together with the Pink Hatched Blue Area Structures to the satisfaction of the Director until the Pink Hatched Blue Area shall have been surrendered to the Government in accordance with sub-clause (g) hereof .
- (c) In the event of the non-fulfilment of the Lessee's obligations under sub-clause (b) hereof, the Government may carry out the necessary works at the cost of the Lessee 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 Lessee.
- (d) Prior to the surrender of the Pink Hatched Blue Area to the Government in accordance with sub-clause (g) hereof, the Lessee shall at all times permit the Government, its officers, agents, contractors, workmen and other duly authorized personnel whether with or without tools, equipment, plant, machinery or motor vehicles, the right of ingress, egress and regress to, from and through the Sections for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) hereof and the carrying out, inspecting, checking and supervising any works under sub-clause (c) hereof and any other works which the Government may consider necessary in the Pink Hatched Blue Area.
- (e) 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 said Lessee or any other person whether arising out of or incidental to the fulfilment of the Lessee's obligations under sub-clause (b) hereof or the exercise of any of the rights conferred under sub-clauses (c) and (d) hereof or otherwise, and no claim for compensation or otherwise shall be made against it or them by the Lessee in respect of any such loss, damage, nuisance or disturbance.
- (g) The Lessee shall at his own expense, when called upon by the Director so to do, surrender and deliver up vacant possession of the Pink Hatched Blue Area to the Government free from encumbrances and without any payment or compensation whatsoever payable by the Government to the Lessee provided always that the Government shall be under no obligation to accept the surrender of the Pink Hatched Blue Area at the request of the Lessee, but may do so as and when it sees fit. To effect the surrender of the Pink Hatched Blue Area as aforesaid, the Lessee shall at his own expense execute a deed of surrender and any other document or documents in such form and on such terms and conditions as the Director may approve or require.
- (Remarks: the Pink Hatched Blue Area and the Pink Hatched Blue Area Structures thereon has been carved out from the Sections. It does not form part of the land on which the Development is situated, and will be maintained by the Vendor.)
10. Clause (11) of the Second Schedule of the Modification Letter stipulates that :-
- (a) The Lessee may erect, construct and provide within the Sections such recreational facilities and facilities ancillary thereto ("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.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this clause ("the Exempted Facilities"):
- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Clause (19)(a)(v) of the Second Schedule of the Modification Letter;
- (ii) the Lessee 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 Sections and their bona fide visitors and by no other person or persons.
11. Clause (12) of the Second Schedule of the Modification Letter stipulates that no tree growing on the Sections 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.
12. Clause (13) of the Second Schedule of the Modification Letter stipulates that the Lessee shall at his own expense landscape and plant with trees and shrubs any portion of the Sections 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.
13. Clause (14) (a) of the Second Schedule of the Modification Letter stipulates that office accommodation for watchmen or caretakers or both may be provided within the Sections subject to the following conditions :
- (i) such accommodation shall in the opinion of the Director, be essential to the safety, security and good management of the building or buildings erected or to be erected on the Sections;
- (ii) 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 Sections; and
- (iii) the location of any such accommodation shall first be approved in writing by the Director.



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14. Clause (15) of the Second Schedule of the Modification Letter stipulates that quarters for watchmen or caretakers or both may be provided within the Sections subject to the following conditions :

- (i) such quarters shall be located in one of the blocks of residential units erected on the Sections or in such other location as may be approved in writing by the Director; and
- (ii) 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 Section.

15. Clause (16) of the Second Schedule of the Modification letter stipulates that one office for the use of the Owners' Corporation or the Owners' Committee may be provided within the Sections 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 Sections 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.

16. Clause (22) of the Second Schedule of the Modification Letter stipulates that:

- (a) (i) Spaces shall be provided within the Sections 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 Sections and their bona fide guests, visitors or invitees ("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 Sections as set out in the table below unless the Director consents to a rate for or to a number of the 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 18 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 11 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2 residential units or part thereof
Not less than 160 square metres	One space for every residential unit

- (iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the Sections, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the Sections shall be provided at a rate of 1 space 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.

- (iv) The space provided under sub-clauses (a)(i) and (a)(iii) hereof shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

- (b) (i) Out of the spaces provided under sub-clause (a) hereof, the Lessee 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 :

- (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) hereof or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
- (II) one space out of the spaces provided in accordance with sub-clause (a)(iii) hereof.

- (ii) The spaces to be provided under sub-clause (b)(i) hereof shall be located at such position and level as shall be approved in writing by the Director.

- (iii) The spaces provided under sub-clause (b)(i) hereof 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 of the building or buildings erected or to be erected on the Sections 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.

- (c) (i) Spaces shall be provided within the Sections to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Sections and their bona fide guests, visitors or invitees ("the Motor Cycle Parking Spaces") at a rate of 10 percent of the total number of spaces required to be provided under sub-clause (a)(i) hereof unless the Director consents to another rate 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 spaces provided under sub-clause (c)(i) hereof shall not be used for any purpose other than for the purpose set out therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

- (d) (i) Each of the spaces provided under sub-clause (a) hereof 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 spaces provided under sub-clause (b) hereof 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-clause (c) hereof shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.

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17. Clause (23) of the Second Schedule of the Modification Letter stipulates that :

- (a) Spaces shall be provided within the Sections to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the Sections or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the Sections, such loading and unloading space to be located adjacent to or within each block of residential units; (For the purpose of this sub-clause, detached, semi-detached and terraced houses which are intended for use as a single family residences shall not be regarded as a block of residential units).
- (b) Each of the spaces provided under sub-clause (a) hereof shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

18. Clause (24) of the Second Schedule of the Modification Letter stipulates that :

- (a) Notwithstanding Clauses (22)(a) and (23)(a) hereof, the Lessee may increase or reduce the respective numbers of spaces required to be provided under the said sub-clauses by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) hereof, the Lessee may increase or reduce the respective number of spaces required to be provided under Clause (22)(a)(i) and (c)(i) hereof (without taking into account of the spaces calculated in sub-clause (a) hereof) by not more than 5 percent.

19. Clause (26)(a) of the Second Schedule of the Modification Letter stipulates that the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:

- (i) assigned except
  - (I) together with undivided shares in the Sections 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 Sections; or
  - (II) to a person who is already the owner of undivided shares in the Sections 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 Sections; or
- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Sections.

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

20. Clause (30)(a) of the Second Schedule of the Modification Letter stipulates that:

- (i) The Lessee acknowledges that there is now constructed partly within the Sections within the area shown coloured pink hatched black on the plan marked "Plan A" annexed to the Modification letter ("the Pink Hatched Black Area") and partly outside the Sections within the area shown hatched black on the plan marked "Plan A" annexed to the Modification Letter an existing footpath ("the Footpath").

- (ii) Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed within the Pink Hatched Black Area and no alteration to the Pink Hatched Black Area or to the Footpath or any part thereof may be permitted.
- (iii) The Lessee shall at his own expense continue to provide and keep open and free from obstruction at all times the Pink Hatched Black Area as part of the Footpath.

21. Clause (30)(b) of the Second Schedule of the Modification Letter stipulates that the Lessee shall:

- (i) on or before the 30th day of June, 2017 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director, at such positions, in such manner, with such materials and to such standards, levels, width, alignment and design as the Director may approve or require:
  - (I) lay, form, construct and provide on and along the areas of the Sections shown coloured pink cross-hatched black and pink cross-hatched black stippled black on the plan marked "Plan A" annexed to the Modification Letter ("the Pink Cross Hatched Black Area" and "the Pink Cross Hatched Black Stippled Black Area" respectively) a pedestrian passageway with such sewers, drains, stairs, landings, lightings and such other structures as the Director in his sole discretion may require; and
  - (II) provide and construct within the Sections alongside and adjacent to the Pink Cross Hatched Black Area and the Pink Cross Hatched Black Stippled Black Area and through such building or buildings erected or to be erected thereon a second pedestrian passageway comprising a lift, supports, ramps, staircases and landings, facilities for disabled persons and lightings as the Director in his sole discretion may require, following the shortest possible route to link up the Pink Cross Hatched Black Area and the Pink Cross Hatched Black Stippled Black Area (such second pedestrian passageway as "the Passageway"),

the Pink Cross Hatched Black Area, the Pink Cross Hatched Black Stippled Black Area and all such sewers, drains, stairs, landings, lightings and such other structures constructed, installed and provided thereon and therein together with the Passageway and the Pink Hatched Black Area are collectively referred to as "the Pedestrian Walkway", so that pedestrian access whether on foot or by wheelchair to and from Dragon Road and the Footpath or all those pieces or parcels of ground now known and registered in the Land Registry as The Remaining Portion of Section D of Inland Lot No. 2411 and Section A of Inland Lot No. 2411 respectively ("the Adjoining Lots") can be gained through the Pedestrian Walkway; and

- (ii) thereafter at his own expense and in all respects to the satisfaction of the Director uphold, manage, maintain, repair and clean the Pedestrian Walkway in good and substantial repair and condition.

22. Clause (30)(f) of the Second Schedule of the Modification Letter stipulates that in the event of any redevelopment of the Sections or any part thereof whereby the Pedestrian Walkway or any part thereof is required to be demolished, the Lessee shall, within such time limit as shall be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new pedestrian walkway or a part or parts thereof with such design and materials and to such standards, levels, width, alignment and positions as the Director may approve or require.

23. Clause (30)(g) of the Second Schedule of the Modification Letter stipulates that the Lessee shall ensure that the passing and repassing of the Existing Lane referred to in Clause (32)(a)(ii) of the Second Schedule of the Modification Letter shall not be interfered with or obstructed by the carrying out of the works whether under sub-clause (b)(i) of that covenant or otherwise.

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24. Clause (31)(a) of the Second Schedule of the Modification Letter stipulates that the Lessee shall throughout the term granted under the Lease and the Modification Letter keep open and operate the Pedestrian Walkway and permit the owners, occupiers and visitors of the Adjoining Lots for all lawful purposes to pass and repass the same on foot or by wheelchair, 24 hours a day free of charge and without any interruption.
25. Clause (32)(a) of the Second Schedule of the Modification Letter stipulates that until such time as the Pedestrian Walkway has been completed to the satisfaction of the Director (whose decision shall be final and binding upon the Lessee), the Lessee shall at his own expense and in all respects to the satisfaction of the Director:
- uphold, repair, maintain, manage and clean the existing lane over and along the area shown coloured pink stippled black on the plan marked "Plan A" annexed to the Modification Letter and the Pink Cross Hatched Black Stippled Black Area ("the Existing Lane"); and
  - continue to permit the owners, occupiers and visitors of the Adjoining Lots, at all times and for all lawful purposes free of charge and without any interruption to pass and repass the Existing Lane.
26. Clause (33) of the Second Schedule of the Modification Letter stipulates that upon development or redevelopment of the Sections or any part thereof, the Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such landslide preventive, mitigation and remedial works, including boulder stabilization and/or boulder fall mitigation works in respect of any boulder on the Sections and on such adjacent areas as the Director may in his absolute discretion require.
27. Clause (34)(a) of the Second Schedule of the Modification Letter stipulates that the Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan marked "PLAN A" annexed to the Modification Letter ("the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term granted under the Lease, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term granted under the Lease, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee indemnifies and shall keep indemnified the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the terms and covenants herein contained, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.
28. Clause (34)(b) of the Second Schedule of the Modification Letter stipulates that notwithstanding sub-clause (a) of that covenant, the obligations and rights of the Lessee in respect of the Green Hatched Black Area or any part thereof under that covenant shall absolutely determine upon the Government giving to the Lessee notice to that effect and no claim for compensation shall be made against the Government or the Director or his duly authorized officers by the Lessee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination.
29. Clause (35)(a) of the Second Schedule of the Modification Letter stipulates that the Lessee acknowledges that the Sections may be affected by landslip hazards including boulder falls arising from the area shown coloured green stippled black on the plan marked "PLAN A" annexed to the Modification Letter ("the Green Stippled Black Area") and from the Green Hatched Black Area due to the nature of the natural terrain. The Lessee shall at his own expense carry out and complete to the satisfaction of the Director geotechnical investigation ("the Investigation") within the Sections and on the Green Stippled Black Area and the Green Hatched Black Area for such hazards. No ground investigation shall be carried out on any Government land outside the Green Stippled Black Area and the Green Hatched Black Area without the prior written consent of the Director.
30. Clause (35)(b) of the Second Schedule of the Modification Letter stipulates that on completion of the Investigation, the Lessee shall at his own expense carry out within the Sections all necessary mitigation and stabilisation works ("the Mitigation and Stabilisation Works") as the Director in his absolute discretion shall require to protect any building or buildings or structure or structures erected or to be erected on the Sections or any part thereof and any residents or occupiers therein and their bona fide guests, visitors and invitees from landslip hazards including boulder falls arising from the Green Stippled Black Area and the Green Hatched Black Area in all respects to the satisfaction of the Director. The Lessee shall register at his own expense in the Land Registry against the Sections a record plan accepted by the Director indicating the location and scope of the Mitigation and Stabilisation Works.
31. Clause (35)(c) of the Second Schedule of the Modification Letter stipulates that where it is deemed necessary by the Government or the Lessee to carry out mitigation and stabilisation works on any Government land including the Green Stippled Black Area (the "Outside Works"), the Lessee shall, upon receipt of the Director's written approval to or request for the Outside Works, at his own expense in accordance with the approval or request carry out and complete the Outside Works to the satisfaction of the Director. The Lessee shall register at his own expense in the Land Registry against the Sections a record plan accepted by the Director indicating the location and scope of the Outside Works.
32. Clause (35)(d) of the Second Schedule of the Modification Letter stipulates that the Lessee shall at all times during the term granted under the Lease and the Modification Letter, maintain at his own expense the Mitigation and Stabilisation Works and the Outside Works in good and substantial repair and condition to the satisfaction of the Director to ensure the continuing functioning of the Mitigation and Stabilisation Works and the Outside Works. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee's obligations to maintain the Mitigation and Stabilisation Works and the Outside Works as provided in the Modification Letter, the Director shall be entitled by notice in writing to call upon the lessee to carry out such maintenance works as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.



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33. Clause (35)(g) of the Second Schedule of the Modification Letter stipulates that in the event that as a result of or arising out of the Investigation, the Mitigation and Stabilisation Works or the Outside Works, any damage is done to the Green Stippled Black Area, the Green Hatched Black Area, any other Government land or any land outside the Sections, the Lessee shall make good such damage at his own expense and in all respects to the satisfaction of the Director.
34. Clause (35)(h) of the Second Schedule of the Modification Letter stipulates that the Lessee indemnifies and shall keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever including but without limitation to any damage to or loss of properties and life or personal injuries arising out of or incidental to any works being carried out or having been carried out pursuant to the terms of that covenant or the omission, neglect or default to carry out any such works by the Lessee or any landslip hazard including boulder falls from the Green Stippled Black Area and the Green Hatched Black Area.
35. Clause (37)(a) of the Second Schedule of the Modification Letter stipulates that 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 Sections or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the Sections or any part thereof or any other works required to be done by the Lessee under the terms and covenants contained in the Land Grant, or for any other purpose, the Lessee 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 Sections and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Lessee shall at all times during the term granted by the Lease 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.
36. Clause (37)(c) of the Second Schedule of the Modification Letter stipulates that in the event that as a result of or arising out of any formation, levelling, development or other works done by the Lessee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Sections or from any adjacent or adjoining Government or leased land, the Lessee 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.
37. Clause (37)(d) of the Second Schedule of the Modification Letter stipulates that in addition to any other rights or remedies provided in the Modification Letter for breach of any of the terms and covenants contained in the Modification Letter, the Director shall be entitled by notice in writing to call upon the Lessee 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 Lessee 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 Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
38. Clause (39) of the Second Schedule of the Modification Letter stipulates that where prestressed ground anchors have been installed, upon development or redevelopment of the Sections or any part thereof, the Lessee 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 Lessee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Lessee shall on demand repay to the Government the cost thereof.
39. Clause (41) of the Second Schedule of the Modification Letter stipulates that the Lessee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (“the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Sections or any part thereof or the Green Area or the Green Hatched Black Area or the Green Stippled Black Area or any combination thereof or any part thereof (“the Services”). The Lessee 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 Lessee 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 Lessee 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 Sections or any part thereof or the Green Area or the Green Hatched Black Area or the Green Stippled Black Area or any combination thereof or any part thereof 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 Lessee shall pay to the Government on demand the cost of such works). If the Lessee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Sections or any part thereof or the Green Area or the Green Hatched Black Area or the Green Stippled Black Area or any combination thereof or any part thereof 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 Lessee shall pay to the Government on demand the cost of such works.
40. Clause (42) of the Second Schedule of the Modification Letter stipulates that:
- (a) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licencees, workmen whether employed by the Water Authority or by other designated Government departments or by contractors or licencees, whether with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of unrestricted ingress, egress and regress to and from the Sections or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the existing Government water mains as delineated and shown by the red lines on the plan marked “PLAN A” annexed to the Modification Letter.
  - (b) Neither the Water Authority nor any of the classes of person referred to in sub-clause (a) hereof shall incur or be under any liability whatsoever to the Lessee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Lessee arising out of or incidental to the exercise of the said right of ingress, egress and regress conferred under sub-clause (a) hereof and no claim shall be made by the Lessee in respect of any such loss, damage, nuisance or disturbance.

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### 批地文件的摘要

41. Clause (43) of the Second Schedule of the Modification Letter stipulates that:

- (a) The Lessee 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 Sections or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the Sections, and the Lessee 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 Sections 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 Lessee for any loss or damage thereby occasioned and the Lessee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Lessee 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 Lessee at his own cost and upon demand be handed over by the Lessee to the Government for future maintenance thereof at the expense of the Government and the said Lessee 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 Lessee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Lessee shall pay to the Government on demand the cost of such works.

42. Clause (44) of the Second Schedule of the Modification Letter stipulates that no grave or columbarium shall be erected or made on the Sections, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

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## 批地文件的摘要

1. 發展項目位於內地段第2411號B分段第1小分段A段，內地段第2411號B分段第1小分段B段，內地段第2411號B分段第1小分段餘段，內地段第2411號B分段第2小分段，內地段第2411號B分段第3小分段，內地段第2411號B分段第4小分段，內地段第2411號B分段第5小分段，內地段第2411號B分段第6小分段，內地段第2411號B分段餘段，內地段第2411號C分段第1小分段A段，內地段第2411號C分段第1小分段B段，內地段第2411號C分段第1小分段餘段，內地段第2411號C分段第2小分段，內地段第2411號C分段餘段，內地段第2411號D分段第1小分段，內地段第2411號E分段第1小分段，內地段第2411號E分段第2小分段及內地段第2411號E分段餘段（「該等分段」），乃根據一份日期為1934年3月28日的租契（經四封日期分別為1949年5月24日、1953年5月11日、1956年3月12日及1956年6月15日並分別以註冊摘要編號UB288427、UB288429、UB386582及UB288428於土地註冊處註冊的修訂函修改或修訂）（下稱「該租契」）持有，該租契經一封日期為2012年6月22日並以註冊摘要編號12070301910022於土地註冊處註冊的修訂函（下稱「該修訂函」）修改或修訂。
2. 該等分段的批租年期為75年，由1923年2月12日開始，並有權再續租75年。
3. 該修訂函規定，自該修訂函之日（即2012年6月22日）起，四封日期分別為1949年5月24日、1953年5月11日、1956年3月12日及1956年6月15日並分別以註冊摘要編號UB288427、UB288429、UB386582及UB288428於土地註冊處註冊的修訂函，僅涉及該等分段的部分（但不包括除此之外的或其他的部分）視為作廢及無效。
4. 該修訂函附表二第(3)條規定，該等分段或其任何部分，或該等分段上已建或將建的任何建築物或建築物的任何部分，不得用作除私人住宅以外的任何用途。
5. 該修訂函附表二第(4)條規定
  - (a) 承授人須：
    - (i) 於2017年6月30日（或地政總署署長（下稱「署長」）可能批准之其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、水平、位置和設計進行下列工程，以全面令署長滿意：
      - (I) 鋪設和構建在夾附於該修訂函標示為「圖則A」的圖則上用綠色顯示之未來公共道路部份（下稱「綠色地區」）；及
      - (II) 提供及興建橋、隧道、立交橋、地下通道、溝渠、高架橋、行車天橋、行人路、道路或署長運用絕對酌情權所要求的其它構築物（下稱「綠色地區構築物」），以便可在綠色地區興建建築物及供車輛和行人往來。
    - (ii) 於2017年6月30日（或署長可能批准之其他日期）或之前，自費在綠色地區鋪設路面、路邊及渠道並為其提供署長可能要求的溝渠、下水道、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，以令署長滿意；及
    - (iii) 自費保養綠色地區，連同綠色地區構築物及所有興建、設置及提供在該地區上或內的構築物、表面、溝渠、下水道、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，以令署長滿意，直至綠色地區的管有權按照該修訂函附表二第(5)條交還予政府時為止。
  - (b) 若承授人未能履行本(a)分條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
6. 該修訂函附表二第(5)條規定，僅為了進行該修訂函附表二第(4)(a)條指明須進行的工程，承授人須於2012年6月22日獲授予綠色地區的管有權。綠色地區須應署長要求交回政府，但無論如何，若署長發出信件表示本文件各項條件已妥為履行致使其滿意，綠色地區即被視為已於發信當天被承授人交回政府。承授人須在其管有綠色地區期間的所有合理時間內容許政府及公眾車輛及行人自由出入綠色地區，並確保其通行不受工程干擾或阻礙，不論是根據該修訂函附表二第(4)(a)條進行之工程或其他工程。
7. 該修訂函附表二第(6)條規定，未經署長事先書面同意，承授人不得使用綠色地區作儲存用途或任何臨時構築物之建造或除進行該修訂函附表二第(4)(a)條所指明之工程外之任何其他用途。
8. 該修訂函附表二第(7)條規定，承授人須在其管有綠色地區期間的所有合理時間內：
  - (a)
    - (i) 允許署長、其官員、承建商和任何獲署長授權人士有權進出穿越該等分段及綠色地區，以便視察、檢查及監督任何須按該修訂函附表二第(4)(a)條進行的工程，及進行、視察、檢查及監督根據該修訂函附表二第(4)(b)條進行的工程及任何其他署長認為有需要在綠色地區內進行的工程；
    - (ii) 允許政府及獲政府授權的相關公共事業公司應其要求進出穿越該等分段及綠色地區，以供其在綠色地區之內、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及於其後保養所有管道、電線、導管、電纜管道及其他傳導媒體及為向該等分段或任何毗連或鄰近土地或處所提供電訊、電力、氣體（如有）及其他服務而所需的附屬設備。承授人須就有關任何上述於綠色地區內進行之工程之所有事宜與政府及政府妥為授權的有關公共事業公司通力合作；及
    - (iii) 允許水務監督之官員或其他獲其授權之人士應其要求進出穿越該等分段及綠色地區，以進行任何與綠色地區內之水務設施之操作、保養、維修、更換及改動有關的工程。
  - (b) 就任何因政府、其官員、代理人、承建商及任何其他妥為授權的人士或公用事業公司行使(a)分條之權利而起的或隨之而來的任何對承授人或任何其他人士所造成或承授人或任何其他人士所蒙受的損失、破壞、滋擾或干擾，政府概不承擔任何責任。
9. 該修訂函附表二第(9)條規定：
  - (b) 承授人須：
    - (i) 於2017年6月30日（或署長可能批准之其他日期）或之前，自費以署長批准的方式及物料，及按署長批准的標準、水平、位置和設計進行鋪設、構建和平整在夾附於該修訂函標示為「圖則A」的圖則上用粉紅色間藍斜線顯示之內地段第2411號E分段餘段之範圍（下稱「粉紅色間藍斜線地區」），以全面令署長滿意，並提供及興建排水渠、下水道、溝渠、行人路或署長運用絕對酌情權所要求的其它構築物（下稱「粉紅色間藍斜線地區構築物」）；及
    - (ii) 自費保養粉紅色間藍斜線地區，連同粉紅色間藍斜線地區構築物，以令署長滿意，直至粉紅色間藍斜線地區的管有權按照(g)分條交還予政府時為止。
  - (c) 若承授人未能於指定時間內履行(b)分條之責任，政府可進行所需之工程，惟費用由承授人支付，就此承授人須應政府要求向政府繳付一筆款項，數額等於上述工程之費用，該數額由署長釐定，此決定為最終決定並對承授人具約束力。
  - (d) 承授人須在其交回粉紅色間藍斜線地區予政府之前的所有時間內允許署長、其官員、代理人、承建商、其工人或其他獲其授權人士進出穿越該等分段，不論是否攜同工具、設備、機器或車輛，以視察、檢查及監督根據(b)分條須進行的任何工程，及進行、視察、檢查及監督根據(c)分條的工程及政府認為有需要在粉紅色間藍斜線地區之內進行的任何其他工程。



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- (e) 就任何對承授人或任何其他人士造成或承授人或任何其他人士蒙受的損失、破壞、滋擾或干擾，不論是因承授人履行(b)分條的責任或行使(c)及(d)分條的任何權利或其他權利而起的或隨之而來的，政府、其官員、代理人、承建商、其工人或其他任何獲授權的人士概不承擔任何責任，且承授人不得針對政府或他們就該等損失、破壞、滋擾或干擾提出任何賠償或其他申索。
- (g) 承授人須在署長提出要求時自費向政府交還及交回不受產業負擔影響的粉紅色間藍斜線地區的空置管有權，而政府無需支付任何款項或賠償予承授人，惟政府並無責任應承授人的要求而接受交還粉紅色間藍斜線地區或其任何部分，並且只會在其認為適當時才接受。為了按上述交還粉紅色間藍斜線地區，承授人須自費簽署一份土地交還契據及任何其他文件，其格式及所載條文須由署長批准或規定。
- (備註：粉紅色間藍斜線地區及其上面的粉紅色間藍斜線地區構築物已經從該等分段分割出來。粉紅色間藍斜線地區並不構成發展項目所位於的土地的一部分，並將由賣方進行保養工作。)
10. 該修訂函附表二第(11)條規定：
- (a) 承授人可於該等分段內興建及提供經署長批准的休憩設施及其附屬設施（「該設施」）。該設施的類型、尺寸、設計、高度及方位亦須經署長預先書面批准。
- (c) 倘若該設施的任何部分根據(b)分條的規定獲豁免列入計算總樓面面積（「豁免的設施」）：
- (i) 豁免的設施須指定為並構成該修訂函附表二第(19)(a)(v)條提述的公用地方之一部分；
- (ii) 承授人須自行出資保養豁免的設施處於完好修葺狀態，以及營運豁免的設施，使署長滿意；及
- (iii) 豁免的設施只能由該等分段上已建或將建之住宅大廈的住戶和他們的真正訪客使用，其他人士不可使用。
11. 該修訂函附表二第(12)條規定，未經署長事先書面同意，不得移除或干擾在該等分段或毗鄰土地種植的樹木；署長授予同意時可以對移植、補償美化或補種樹木施加其認為適當的條件。
12. 該修訂函附表二第(13)條規定，承授人須自費在該等分段及基座平台(如有)沒有建築物的任何地方進行環境美化工程和種植樹木及灌木，並保育該等植物以令其處於安全、清潔、整齊及健康的狀態，以令署長滿意。
13. 該修訂函附表二第(14)(a)條規定，受以下條件限制，該等分段內可提供給看守員或管理員或兩者的辦公設施：
- (i) 署長須認為此等設施為該等分段上已建或將建之住宅大廈的安全、保安及良好管理所必須；
- (ii) 此等設施不可用作全職及有必要聘用於該等分段的看守員或管理員或兩者的辦公設施以外的任何用途；及
- (iii) 此等設施的地點須經署長預先書面批准。
14. 該修訂函附表二第(15)條規定，受以下條件限制，該等分段內可提供給看守員或管理員或兩者的住處：
- (i) 此等住處須處於該等分段上興建的其中一幢住宅大廈或經署長書面批准的地點；及
- (ii) 不可用作全職及有必要聘用於該等分段的看守員或管理員或兩者的住宿設施以外的任何用途。
15. 該修訂函附表二第(16)條規定，受以下條件限制，該等分段內可提供一個辦公室給業主立法法團或業主委員會：
- (i) 該辦公室不可用作有關該等分段及在其上已建或將建之建築物的已成立或將成立的業主立法法團或業主委員會的會議及行政工作以外的任何用途；及
- (ii) 此等辦公室的地點須經署長預先書面批准。
16. 該修訂函附表二第(22)條規定：
- (a) (i) 該等分段內須提供停車位供已按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於已建或將建於該等分段上之建築物的住宅單位的住客及彼等之真正客人、訪客或獲邀請人之車輛停泊（下稱「住宅停車位」），以達致署長滿意，而停車位的比率須參照以下表格上已建或將建於該等分段上之住宅單位的個別大小計算，除非署長同意與以下表格所列不同之住宅停車位比率或數目：

每個住宅單位的面積	須提供的住宅車位數目
少於40平方米	每18個住宅單位或其中部分1個車位
不少於40平方米但少於70平方米	每11個住宅單位或其中部分1個車位
不少於70平方米但少於100平方米	每4個住宅單位或其中部分1個車位
不少於100平方米但少於160平方米	每2個住宅單位或其中部分1個車位
不少於160平方米	每個住宅單位1個車位

(iii) 假如在該等分段內已建或將建之任何一棟住宅大樓是多於75個住宅單位，須提供若干額外車位，以供按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於該等分段上興建或將興建之建築物的住客之其真實賓客、訪客或所邀請者之車輛停泊。該車位須按上述每座住宅單位大廈1個車位之比率或署長可批准的其他比率提供，惟上述大廈須至少有1個車位。

(iv) 按(a)(i)及(a)(iii)分條提供的車位不能用作除該等條款指定的用途以外的任何其他用途，特別是該等車位不能用作儲存、展示或陳列車輛作出售或其他用途。

(b) (i) 承授人須從按(a)分條提供的車位中保留與指定車位，用作根據《道路交通條例》及其下的任何規例及任何修訂法例界定的傷殘人士停泊車輛之用途，該等車位須按下列比率或署長批准的其他比率提供：

(I) 按(a)(i)分條提供每200個車位或其中部分，若該部分超過100車位不少於1個車位（須保留與指定至少1個車位）；及

(II) 按(a)(iii)分條提供的車位中保留1個車位。

(ii) 按(b)(i)分條提供的車位須設置在署長書面批准的位置及樓層。

(iii) 按(b)(i)分條提供的車位不能用作除根據《道路交通條例》及其下的任何規例及任何修訂法例界定的傷殘人士停泊車輛之用途以外的任何其他用途，而該車位屬於該等分段已建或將建之建築物的住戶、其真正來賓、訪客或獲邀請人，特別是該等車位不能用作儲存、展示或陳列車輛作出售或其他用途。

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- (c) (i) 該等分段內須提供停車位供已按《道路交通條例》、其附屬規例及任何修訂法例獲發牌及屬於已建或將建於該等分段上之建築物的住宅單位的住客及彼等之真正客人、訪客或獲邀請人之電單車停泊（下稱「電單車停車位」），以達致署長滿意，而停車位的比率為須按(a)(i)分條規定提供的停車位總數的百分之十，除非署長同意另一比率；惟如停車位的數目為小數，則須向上捨入至最接近的整數。
- (ii) 按(c)(i)分條提供的車位不能用作除該條款指定的用途以外的任何其他用途，特別是該等車位不能用作儲存、展示或陳列電單車作出售或其他用途。
- (d) (i) 按(a)分條提供的車位尺寸為2.5米闊及 5.0米長 及至少2.4米之淨空高度。
- (ii) 按(b)分條提供的車位尺寸為3.5米闊及 5.0米長 及 至少2.4米之淨空高度。
- (iii) 按(c)分條提供的車位尺寸為1.0米闊及 2.4米長 及 至少2.4米之淨空高度或署長批准的其他最低高度。
17. 該修訂函附表二第(23)條規定：
- (a) 該等分段內須提供車位供貨車上落客貨用途達至署長滿意程度，該上落客貨車位須按該等分段已建或將建之建築物內每800個住宅單位或其中部分1個上落客貨車位之比率或署長可批准的其他比率提供，惟在該等分段已建或將建之每座住宅單位大廈至少須有一個上落客貨車位，該上落客貨車位設置在每座住宅單位大廈之內或旁邊；(在本分條中，供個別家庭居住的獨立屋、半獨立屋及排屋不能視為一座住宅單位大廈)。
- (b) 按(a)分條提供的車位尺寸為3.5米闊及 11.0米長 及 至少4.7米之淨空高度。該些車位不能用作除與該條款分條內提及的建築物有關的貨車上落客貨用途以外的任何其他用途。
18. 該修訂函附表二第(24)條規定：
- (a) 儘管該修訂函附表二第(22)(a)及(23)(a)條有所規定，承授人可增加或減少分別按該等條款提供的車位數量不超過五個百分比，但增加或減少的總車位數量不可超過50個。
- (b) 除(a)分條外，承授人可增加或減少分別按該修訂函附表二第(22)(a)(i)及(c)(i)條提供的車位數量（並不顧及(a)分條中計算的車位）不超過五個百分比。
19. 該修訂函附表二第(26)(a)條規定，住宅停車位及電單車停車位不可：
- (i) 轉讓，除非
- (I) 連同賦予該等分段上已建或將建之建築物中之住宅單位獨有享用及管有權之分割業權份數一併轉讓；或
- (II) 該承讓人已經擁有該等分段上已建或將建之建築物中之住宅單位獨有享用及管有權之分割業權份數；或
- (ii) 轉租，除非租予該等分段上已建或將建之建築物中之住宅單位的住戶。
- 但無論如何轉讓予任何一個該等分段上已建或將建之建築物中之住宅單位的業主或轉租予任何一個該等分段上已建或將建之建築物中之住宅單位的住戶之住宅停車位及電單車停車位總數不得超過三個。
20. 該修訂函附表二第(30)(a)條規定：
- (i) 承授人承認現有行人徑(下稱「該行人徑」)有一部分興建於該等分段內在夾附於該修訂函標示為「圖則A」的圖則上用粉紅色間黑斜線顯示之範圍內(下稱「粉紅色間黑斜線地區」)，而有另一部分興建於該等分段外在夾附於該修訂函標示為「圖則A」的圖則上用黑色斜線顯示之範圍內。
- (ii) 除非獲署長事先書面同意，不可於粉紅色間黑斜線地區建立或興建任何建築物或構築物，或任何建築物或構築物的支架，且不可對粉紅色間黑斜線地區或該行人徑或其任何部分進行任何修改。
- (iii) 承授人須自費繼續於所有時間提供及開放粉紅色間黑斜線地區(作為該行人徑之一部分)且不受阻礙。
21. 該修訂函附表二第(30)(b)條規定，承授人須：
- (i) 於2017年6月30日（或署長可能批准之其他日期）或之前，自費以署長批准或要求的方式及物料，及按署長批准的標準、水平、闊度、位置和設計進行下列工程，以全面令署長滿意：
- (I) 在夾附於該修訂函標示為「圖則A」的圖則上用粉紅色間黑交叉斜線及粉紅色間黑交叉斜線及綴黑網點顯示之該等分段的範圍(以下分別簡稱「粉紅色間黑交叉斜線地區」及「粉紅色間黑交叉斜線及綴黑網點地區」) 上及沿途鋪設、構建、興建及提供行人通道，連同下水道、排水渠、樓梯、樓梯平台、照明裝置及署長運用絕對酌情權所可能要求的其它構築物；及
- (II) 於該等分段內沿著粉紅色間黑交叉斜線地區及粉紅色間黑交叉斜線及綴黑網點地區，提供及興建穿過已建或將建於其上的任何建築物的第二條行人通道，該第二條行人通道包括署長運用絕對酌情權所可能要求的一台升降機、支架、斜路、樓梯及樓梯平台、殘疾人士的設施及照明設施，以最短的路線連結粉紅色間黑交叉斜線地區及粉紅色間黑交叉斜線及綴黑網點地區(該第二條行人通道下稱「該通道」)，粉紅色間黑交叉斜線地區、粉紅色間黑交叉斜線及綴黑網點地區及所有於其上及其內興建、安裝及提供的所有下水道、排水渠、樓梯、樓梯平台、照明裝置及其他構築物，連同該通道及粉紅色間黑斜線地區統稱為「該行人步道」，使行人無論步行或以輪椅均可通過該行人步道分別來往皇龍道及行人徑，或已於土地註冊處登記並辨識為內地段第2411號D分段餘段及內地段第2411號A分段的各幅及各塊土地(下稱「毗鄰土地」)；及
- (ii) 其後自費維護、管理、保養、維修及清理該行人步道，使其處於修繕妥當的狀態，以全面令署長滿意。
22. 該修訂函附表二第(30)(f)條規定，如因再發展該等分段或其任何部分而致使須拆卸該行人步道或其任何部分，承授人須於署長所制訂之時限內，自費以署長批准或要求的設計、物料、標準、水平、闊度、定線和位置，興建及完成新的行人步道(或其部分)以更換該行人步道(或其部分)。
23. 該修訂函附表二第(30)(g)條規定，承授人須確保所進行的工程(不論依照該契諾第(b)(i)分條或其它原因進行)不會干擾或阻塞任何人通過或再通過該修訂函附表二第(32)(a)(ii)條所述的現有後巷。
24. 該修訂函附表二第(31)(a)條規定，承授人須於該租契及該修訂函所授予的年期內，開放及營運該行人步道並允許毗鄰土地的業主、佔用人及訪客一日24小時免費暢通無阻地步行或以輪椅通行及再通行該行人步道，以作任何合法用途。
25. 該修訂函附表二第(32)(a)條規定，直至該行人步道完成至獲署長滿意(其決定為終論且對承授人具約束力)前，承授人須自費進行下列工程，以全面令署長滿意：
- (i) 維護、維修、保養、管理、清潔及清潔在夾附於該修訂函標示為「圖則A」的圖則上用粉紅色綴黑網點顯示之範圍及粉紅色間黑斜線及綴黑網點地區上之現有後巷及沿範圍(下稱「現有後巷」)；及
- (ii) 繼續允許毗鄰土地的業主、佔用人及訪客於任何時間免費暢通無阻地通行及再通行現有後巷，以作任何合法用途。



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26. 該修訂函附表二第(33)條規定，於發展或再發展該等分段或其任何部分時，承授人須於該等分段及署長按其絕對酌情權所要求的該等相鄰範圍上，自費進行及完成署長按其絕對酌情權所要求的該等土力勘察、防止山泥傾瀉、緩解及補救工程，包括礫石穩定工程及/或礫石下墜緩解工程。
27. 該修訂函附表二第(34)(a)條規定，承授人必須按署長運用絕對酌情權所可能要求，自費在夾附於該修訂函標示為「圖則A」的圖則上用綠色間黑斜線顯示的範圍（下稱「綠色間黑斜線地區」），進行與完成土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，達致署長滿意。承授人必須在批地文件授予的年期內任何時候自費保養綠色間黑斜線地區處於完好狀態，達致署長滿意，包括一切土地、斜坡處理工程、護土構築物、排水渠及在綠色間黑斜線地區之內及之上的任何其他工程。如於批地文件授予的年期內任何時候綠色間黑斜線地區發生任何山泥傾瀉、地陷或水土流失的情況，承授人須自費並在達致署長滿意下恢復及修正該綠色間黑斜線地區以及署長認為(以其決定為終論並對承授人具約束力)與該等分段相鄰或相連的受影響範圍。承授人須就上述山泥傾瀉、地陷或水土流失而招致的一切申索、司法程序、費用、損害和開支對政府、其代理人及承建商作出彌償。承授人須確保於任何時候不會於綠色間黑斜線地區出現非法挖掘或傾倒，並且受限於署長的事先書面批准，承授人可建立圍欄或其它障礙物以防止該等非法挖掘或傾倒。除署長享有就違反本文之條款及契諾的任何其它權利及補救外，署長可於任何時候以書面通告要求承授人進行該等土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，並保養、修復及修補任何受山泥傾瀉、地陷或水土流失影響的該等土地、構築物或工程。如承授人疏忽或未能於通告所述期限內遵從該等通告達致署長滿意，署長可於該等期限屆滿後執行及進行所需工程，而承授人須按要求向政府償還所需款項。
28. 該修訂函附表二第(34)(b)條規定，儘管該契諾第(a)分條另有規定，承授人於該契諾下就綠色間黑斜線地區或其任何部分的責任及權利將於政府向承授人給予通知時完全終止，且承授人不得針對政府、署長或獲其授權的官員就此決定導致所蒙受的損失、破壞或干擾或任何支出提出任何賠償。
29. 該修訂函附表二第(35)(a)條規定，承授人承認因自然地形的性質，該等分段可能受由夾附於該修訂函標示為「圖則A」的圖則上用綠色綴黑網點顯示的範圍（下稱「綠色綴黑網點地區」）及綠色間黑斜線地區造成的山泥傾瀉危險(包括礫石下墜)所影響。承授人須自費就該等危險在該等分段內於綠色綴黑網點地區及綠色間黑斜線地區進行及完成土力勘察(下稱「該勘察」)達致署長滿意。除非獲署長事先書面同意，否則不可於綠色綴黑網點地區及綠色間黑斜線地區之外的任何政府土地進行任何土地勘測。
30. 該修訂函附表二第(35)(b)條規定，於完成該勘察後，承授人須自費於該等分段內進行署長運用絕對酌情權所可能要求的所有必須的緩解及鞏固工程(下稱「該等緩解及鞏固工程」)，並於各方面達致署長滿意，以保護於該等分段或其任何部分上已建或將建的任何建築物或構築物，及其內之任何住戶或佔用人及彼等之真正來賓、訪客或賓客免受由綠色綴黑網點地區及綠色間黑斜線地區造成的山泥傾瀉危險(包括礫石下墜)之影響。承授人須自費於土地註冊處就該等分段註冊一份獲署長接納的記錄圖則以標示該等緩解及鞏固工程的位置及範圍。
31. 該修訂函附表二第(35)(c)條規定，如政府或承授人認為有必要於任何政府土地(包括綠色綴黑網點地區)上進行緩解及鞏固工程(下稱「外在工程」)，承授人須於收到政府書面批准或要求進行外在工程時，自費按批准或要求進行及完成外在工程以達致署長滿意。承授人須自費於土地註冊處就該等分段註冊一份獲署長接納的記錄圖則以標示外在工程的位置及範圍。
32. 該修訂函附表二第(35)(d)條規定，承授人須於該租契及該修訂函所授予的年期內任何時候自費維持該等緩解及鞏固工程及外在工程於修繕妥當的狀態，並達致署長滿意，以確保該等緩解及鞏固工程及外在工程可繼續運作。除政府享有就違反該修訂函之條款及契諾的任何其它權利及補救外，署長可於任何時候以書面通告要求承授人進行該等運用絕對酌情權認為合適的保養工程。如承授人疏忽或未能於通告所述期限內遵從該等通告達致署長滿意，署長可立刻執行及進行所需保養，而承授人須按要求向政府償還所需款項，包括任何行政及專業收費和費用。
33. 該修訂函附表二第(35)(g)條規定，如由於該勘察、該等緩解及鞏固工程或外在工程而對綠色綴黑網點地區、綠色間黑斜線地區、任何其它政府土地或任何於該等分段外之土地造成任何損害，承授人須自費修復該等損害並於各方面達致署長滿意。
34. 該修訂函附表二第(35)(h)條規定，承授人須就因根據該契諾的條文而進行或曾經進行的任何工程，或因忽略、疏忽、或未能進行任何該等工程，或因綠色綴黑網點地區及綠色間黑斜線地區的任何山泥傾瀉危險(包括礫石下墜)所引起或附帶引起的一切訴訟、司法程序、責任、申索、費用和索賠(包括但不限於任何財物損失或人身傷亡)對政府作出彌償。
35. 該修訂函附表二第(37)(a)條規定，如果任何土地存在或曾經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長事先書面同意，亦不論是在該等分段內或任何政府土地內，其目的旨在構建、平整或開發該等分段或其任何部分，或進行承授人按批地文件的條款及契諾需要進行的任何其他工程，或作任何其他用途，承授人須自費進行與建造其時或其後隨時必要的該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程，以便保護與承托該等分段及任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止其後發生任何塌方、山泥傾瀉或地陷。承授人須在批地文件授予的租期期間自費保養該等分段、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葺妥當的狀態，並達致署長滿意。
36. 該修訂函附表二第(37)(c)條規定，倘若因為任何構建、平整或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任何塌方、山泥傾瀉或地陷，不論發生在或來自該等分段任何土地或任何毗鄰或毗連政府土地或出租土地，承授人須自費進行修復或修補以達致署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、其代理及承建商承受、遭受或產生的一切費用、收費、損害賠償、要求及索償向彼等作出彌償。
37. 該修訂函附表二第(37)(d)條規定，除了該修訂函規定對違反該修訂函內任何條款及契諾的任何其它權利或補救外，署長有權發出書面通告要求承授人進行、建造及保養該土地、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修補任何塌方、山泥傾瀉或地陷。如果承授人疏忽或未能在通告中指定的期限內執行該通告的要求以達致署長滿意，署長可立即執行及進行任何必要工程，而承授人須按要求向政府償還因此產生的費用連同任何行政費和專業費用及開支。
38. 該修訂函附表二第(39)條規定，如果在開發或再開發該等分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以達致署長滿意，並在署長不時按其絕對酌情權所要求時提供上述檢驗工程的報告和資料給署長。如果承授人疏忽或未能進行上述要求的檢查工程，署長可立即執行及進行該檢查工程，而承授人須按要求向政府償還因此產生的費用。

39. 該修訂函附表二第(41)條規定，承授人須自行或促使他人時刻均充分小心謹慎，並且運用適當的技巧和採取預防措施，尤其是於進行建造、維修、更新或修理工程(下稱「該等工程」)時，以免損壞、干擾或阻塞該等分段或其任何部分、或綠色地區、或綠色間黑斜線地區、或綠色綴黑網點地區、或該等土地之任何組合或任何部分之上、下或毗連該處的任何政府、或其他現有排水渠、水道或河道、總水管、道路、行人徑、街道設施、污水管、明渠、水管、電纜、電線、公用服務或任何其他工程或裝置(下稱「該等服務」)。承授人於展開任何該等工程之前，必須自行或促使他人進行必要的審查及查究，以確定該等服務的現況及水平標準，此外並需向署長提交書面建議，述明擬如何處理受該等工程影響的該等服務，以待署長全面審批。直至署長以書面批准該等工程及前述的建議書，承授人不可展開任何該等工程。承授人應遵從及自費達到署長審批時就該等服務制訂的要求，包括承擔任何必要改道、重鋪或還原工程的費用。再者，無論於任何情況下倘因該等工程導致或造成該等分段或其任何部分、或綠色地區、或綠色間黑斜線地區、或綠色綴黑網點地區、或該等土地之任何組合或任何部分、或任何該等服務受到損壞、干擾或阻塞，承授人需自費全面修理、修復及還原以令署長滿意(明渠、污水管、雨水渠或總水管例外，除非署長另行決定，否則有關的修復工程由署長執行，承授人應在政府通知時支付工程費用)。如承授人不執行該等分段或任何部分、或綠色地區、或綠色間黑斜線地區、或綠色綴黑網點地區、或該等土地之任何組合或其任何部分、或任何部分之該等服務的必要改道、重鋪、修理、修復及還原工程以令署長滿意，署長可按其視為必要執行此等改道、重鋪、修理、修復及還原工程，承授人需在政府通知時向政府支付工程費用。
40. 該修訂函附表二第(42)條規定：
- (a) 水務署、其職員、水務署所指定之其它政府部門之職員、承建商、持牌人及工人，不論受僱於水務署、其它指定政府部門、或承建商或持牌人，不論是否攜帶工具、設備、機器、機械或駕駛車輛，均有權自由出入及再出入該等分段或其任何部分，以檢查、運作、維護、修理及更新在夾附於該修訂函標示為「圖則A」的圖則上用紅線劃定及顯示的現有政府總水管。
  - (b) 不論水務署或第(a)分條所述的任何一類人士，均不會對因行使第(a)分條所述自由出入及再出入之權利、對承授人承受、遭受或產生的任何損失、損害賠償、滋擾或干擾而引致或負上任何責任，而承授人不得就任何該等損失、損害賠償、滋擾或干擾提出任何申索。
41. 該修訂函附表二第(43)條規定：
- (a) 承授人應以署長滿意的方式，按署長視為必要，自費在該等分段邊界範圍內或政府土地上建造和維修排水渠及渠道，以截流及輸送所有落下或流入該等分段的雨洪或雨水至最近的河道、集水溝、渠道或政府雨水渠。如因雨洪或雨水造成損害或滋擾而引起或招致任何訴訟、索償及要求，承授人需獨力承擔責任並向政府及其職員作出彌償。
  - (b) 接駁該等分段任何排水渠及污水管到政府雨水渠及污水管(鋪妥及啟用後)的工程可由署長執行。署長無須就由此引致的任何損失或損害向承授人承擔責任，而承授人需在政府通知時向政府支付該接駁工程費用。或者，承授人亦可以署長滿意的方式自費進行接駁工程。於該情況下，建於政府土地的任何一段接駁工程將由承授人自費維修，並於政府通知時交予政府由其自費執行日後維修，惟承授人需在政府通知時向政府支付上述接駁工程的技術審查費用。如承授人未能維護建於政府土地的上述的接駁工程的任何分段，署長可按其視為必要執行維修工程，而承授人需在政府通知時向政府支付相關的費用。
42. 該修訂函附表二第(44)條規定，在該等分段內不得建立或製造任何墳墓或骨灰龕安置所，亦不可埋葬或放置任何人類遺體或動物遺體，不論放於土製瓶中、骨灰龕中或以其他形式埋葬或放置。

## Warning to purchasers

### 對買方的警告

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

## Government rent

### 地稅

The vendor will pay/has paid all outstanding Government rent in respect of the parking spaces from the date of the Land Grant up to and including the date of the respective assignment of the parking spaces to the purchaser.

賣方將會/已繳付有關該車位之地稅由批地文件之日期起計直至有關個別買方簽署車位轉讓契之日期。

## Miscellaneous payments by purchaser

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### 買方的雜項付款

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the vendor for the deposits for the supply of water, electricity and gas to the common parts of the Development.

在向買方交付車位在空置情況下的管有權時，買方須負責向賣方補還供給發展項目的公用部分之水、電力及氣體的按金。

## Defect liability warranty period

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### 欠妥之處的保養責任期

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

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



## Maintenance of slopes

### 斜坡維修

1. The Land Grant requires the owners of the residential properties of the Development to maintain slopes at their own costs.
2. Clause (33) of the Second Schedule of the Modification Letter stipulates that upon development or redevelopment of the Sections or any part thereof, the Lessee shall at his own expense carry out and complete to the satisfaction of the Director of Lands (“the Director”) such geotechnical investigations and such landslide preventive, mitigation and remedial works, including boulder stabilization and/or boulder fall mitigation works in respect of any boulder on the Sections and on such adjacent areas as the Director may in his absolute discretion require.
3. Clause (34)(a) of the Second Schedule of the Modification Letter stipulates that the Lessee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the area shown coloured green hatched black on the plan marked “PLAN A” annexed to the Modification Letter (“the Green Hatched Black Area”) as the Director in his absolute discretion may require and shall, at all times during the term granted by the Land Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term granted by the Land Grant, the Lessee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Lessee), have also been affected. The Lessee indemnifies and shall keep indemnified the Government, its agents and contractors against all claims, proceedings, costs, damages, and expenses whatsoever incurred by reason of such landslip, subsidence or falling away. The Lessee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Lessee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the terms and covenants contained in the Modification Letter, the Director may at any time by notice in writing call upon the Lessee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Lessee shall on demand repay to the Government the cost thereof.
4. Clause (34)(b) of the Second Schedule of the Modification Letter stipulates that notwithstanding sub-clause (a) of that covenant, the obligations and rights of the Lessee in respect of the Green Hatched Black Area or any part thereof under that covenant shall absolutely determine upon the Government giving to the Lessee notice to that effect.
5. Clause (35)(a) of the Second Schedule of the Modification Letter stipulates that the Lessee acknowledges that the Sections may be affected by landslip hazards including boulder falls arising from the area shown coloured green stippled black on the plan marked “PLAN A” annexed to the Modification Letter (“the Green Stippled Black Area”) and from the Green Hatched Black Area due to the nature of the natural terrain. The Lessee shall at his own expense carry out and complete to the satisfaction of the Director geotechnical investigation (“the Investigation”) within the Sections and on the Green Stippled Black Area and the Green Hatched Black Area for such hazards. No ground investigation shall be carried out on any Government land outside the Green Stippled Black Area and the Green Hatched Black Area without the prior written consent of the Director.
6. Clause (35)(b) of the Second Schedule of the Modification Letter stipulates that on completion of the Investigation, the Lessee shall at his own expense carry out within the Sections all necessary mitigation and stabilisation works (“the Mitigation and Stabilisation Works”) as the Director in his absolute discretion shall require to protect any building or buildings or structure or structures erected or to be erected on the Sections or any part thereof and any residents or occupiers therein and their bona fide guests, visitors and invitees from landslip hazards including boulder falls arising from the Green Stippled Black Area and the Green Hatched Black Area in all respects to the satisfaction of the Director. The Lessee shall register at his own expense in the Land Registry against the Sections a record plan accepted by the Director indicating the location and scope of the Mitigation and Stabilisation Works.
7. Clause (35)(c) of the Second Schedule of the Modification Letter stipulates that where it is deemed necessary by the Government or the Lessee to carry out mitigation and stabilisation works on any Government land including the Green Stippled Black Area (“the Outside Works”), the Lessee shall, upon receipt of the Director’s written approval to or request for the Outside Works, at his own expense in accordance with the approval or request carry out and complete the Outside Works to the satisfaction of the Director. The Lessee shall register at his own expense in the Land Registry against the Sections a record plan accepted by the Director indicating the location and scope of the Outside Works.
8. Clause (35)(d) of the Second Schedule of the Modification Letter stipulates that the Lessee shall at all times during the term granted under the Lease and the Modification Letter, maintain at his own expense the Mitigation and Stabilisation Works and the Outside Works in good and substantial repair and condition to the satisfaction of the Director to ensure the continuing functioning of the Mitigation and Stabilisation Works and the Outside Works. In addition to any rights or remedies the Government may have against the Lessee for breach of the Lessee’s obligations to maintain the Mitigation and Stabilisation Works and the Outside Works as provided in the Modification Letter, the Director shall be entitled by notice in writing to call upon the lessee to carry out such maintenance works as the Director shall in his absolute discretion deem fit. If the Lessee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance and the Lessee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
9. Clause (35)(g) of the Second Schedule of the Modification Letter stipulates that in the event that as a result of or arising out of the Investigation, the Mitigation and Stabilisation Works or the Outside Works, any damage is done to the Green Stippled Black Area, the Green Hatched Black Area, any other Government land or any land outside the Sections, the Lessee shall make good such damage at his own expense and in all respects to the satisfaction of the Director.
10. Clause (35)(h) of the Second Schedule of the Modification Letter stipulates that the Lessee indemnifies and shall keep indemnified the Government from and against all actions, proceedings, liabilities, claims, costs and demands whatsoever including but without limitation to any damage to or loss or properties and life or personal injuries arising out of or incidental to any works being carried out or having been carried out pursuant to the terms of that covenant or the omission, neglect or default to carry out any such works by the Lessee or any landslip hazard including boulder falls from the Green Stippled Black Area and the Green Hatched Black Area.

## Maintenance of slopes

### 斜坡維修

11. Clause(37)(a) of the Second Schedule of the Modification Letter stipulates that 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 Sections 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 Sections or any part thereof or any other works required to be done by the said Lessee under the terms and covenants contained in the Land Grant, or for any other purpose, the said Lessee 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 Sections and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The said Lessee shall at all times during the term 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.
12. Clause (37)(d) of the Second Schedule of the Modification Letter stipulates that in addition to any other rights or remedies provided in the Modification Letter for breach of any of the terms and covenants contained in the Modification Letter, the Director shall be entitled by notice in writing to call upon the Lessee 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 Lessee 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 Lessee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.
13. Clause (39) of the Second Schedule of the Modification Letter stipulates that where prestressed ground anchors have been installed, upon development or redevelopment of the Sections or any part thereof, the Lessee 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 Lessee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Lessee shall on demand repay to the Government the cost thereof.
14. Each of the owners of the Development is obliged to contribute towards the costs of the maintenance work.
15. Plan I showing the locations of the Green Hatched Black Area, the Green Stippled Black Area, Boulder Fall Barrier and the Slopes and Retaining Walls (as defined in the Deed of Mutual Covenant and Management Agreement (“the DMC”)) is set out below. Plan II showing the location and scope of the Outside Works (including the Boulder Fall Barrier) is set out below.
16. Under Clause 1.1 of the DMC, “Slopes and Retaining Walls” means such slopes (if any), slopes treatment works, retaining walls and other structures and drainage within or outside the Sections or the Development the maintenance of which is the liability of the owners of the Development under the provisions of the Land Grant or the DMC.
17. Under Clause 6.2.1(41) of the DMC, the Manager shall have the full authority of the owners of the Development to engage suitable qualified personnel to inspect keep and maintain in good substantial repair and condition, and carry out any necessary works in respect of the Slopes and Retaining Walls or other structure in compliance with the Land Grant and in accordance with the Maintenance Manual(s) for the Slopes and Retaining Walls and in particular, in accordance with all guidelines issued from time to time by the appropriate Government Departments regarding the maintenance of the Slopes and Retaining Walls and related structures and to collect from the owners of the Development all costs lawfully incurred or to be incurred by it in carrying out such maintenance and repair and any other works in respect thereof.
18. Under Clause 6.2.1(59) of the DMC, the Manager shall have the duty to uphold, repair, maintain, upkeep, improve, control, operate and manage, among other things, the Mitigation and Stabilisation Works and the Outside Works in good condition to the satisfaction of the Director in accordance with the Land Grant.

### 斜坡維修

1. 按批地文件要求，發展項目住宅物業之業主須自費維修斜坡。
2. 該修訂函附表二第(33)條規定，於發展或再發展該等分段或其任何部分時，承授人須於該等分段及地政總署署長(下稱「署長」)按其絕對酌情權所要求的該等相鄰範圍上，自費進行及完成署長按其絕對酌情權所要求的該等土力勘察、防止山泥傾瀉、緩解及補救工程，包括礫石穩定工程及/或礫石下墜緩解工程。
3. 該修訂函附表二第(34)(a)條規定，承授人必須按署長運用絕對酌情權所可能要求，自費在夾附於該修訂函標示為「圖則A」的圖則上用綠色間黑斜線顯示的範圍(下稱「綠色間黑斜線地區」)，進行與完成土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，達致署長滿意。承授人必須在批地文件授予的年期內任何時候自費保養綠色間黑斜線地區處於完好狀態，達致署長滿意，包括一切土地、斜坡處理工程、護土構築物、排水渠及在綠色間黑斜線地區之內及之上的任何其他工程。如於批地文件授予的年期內任何時候綠色間黑斜線地區發生任何山泥傾瀉、地陷或水土流失的情況，承授人須自費並在達致署長滿意下恢復及修正該綠色間黑斜線地區以及署長認為(其決定是最終的及對承授人具約束力)與該等分段相鄰或相連的受影響範圍。承授人須就上述山泥傾瀉、地陷或水土流失而招致的一切申索、司法程序、費用、損害和開支對政府、其代理人及承建商作出彌償。承授人須確保於任何時候不會於綠色間黑斜線地區出現非法挖掘或傾倒，並且受限於署長的事先書面批准，承授人可建立圍欄或其它障礙物以防止該等非法挖掘或傾倒。除署長享有就違反本文之條款及契諾的任何其它權利及補救外，署長可於任何時候以書面通告要求承授人進行該等土力勘察、斜坡維護、防止山泥傾瀉、緩解及補救工程，並保養、修復及修補任何受山泥傾瀉、地陷或水土流失影響的該等土地、構築物或工程。如承授人疏忽或未能於通告所述期限內遵從該等通告達致署長滿意，署長可於該等期限屆滿後執行及進行所需工程，而承授人須按政府要求向政府償還所需款項。
4. 該修訂函附表二第(34)(b)條規定，儘管該契諾第(a)分段另有規定，承授人於該契諾下就綠色間黑斜線地區或其任何部分的責任及權利將於政府向承授人給予通知時完全終止。
5. 該修訂函附表二第(35)(a)條規定，承授人承認因自然地形的性質，該等分段可能受由夾附於該修訂函標示為「圖則A」的圖則上用綠色綴黑網點顯示的範圍(下稱「綠色綴黑網點地區」)及綠色間黑斜線地區造成的山泥傾瀉危險(包括礫石下墜)所影響。承授人須自費就該等危險在該等分段內於綠色綴黑網點地區及綠色間黑斜線地區進行及完成土力勘察(下稱「該勘察」)達致署長滿意。除非獲署長事先書面同意，否則不可於綠色綴黑網點地區及綠色間黑斜線地區之外的任何政府土地進行任何土地勘測。
6. 該修訂函附表二第(35)(b)條規定，於完成該勘察後，承授人須自費於該等分段內進行署長運用絕對酌情權所可能要求的所有必須的緩解及鞏固工程(下稱「該等緩解及鞏固工程」)，並於各方面達致署長滿意，以保護於該等分段或其任何部分上已建或將建的任何建築物或構築物，及其內之任何住戶或佔用人及彼等之真正來賓、訪客或賓客免受由綠色綴黑網點地區及綠色間黑斜線地區造成的山泥傾瀉危險(包括礫石下墜)之影響。承授人須自費於土地註冊處就該等分段註冊一份獲署長接納的記錄圖則以標示該等緩解及鞏固工程的位置及範圍。
7. 該修訂函附表二第(35)(c)條規定，如政府或承授人認為有必要於任何政府土地(包括綠色綴黑網點地區)上進行緩解及鞏固工程(下稱「外在工程」)，承授人須於收到政府書面批准或要求進行外在工程時，自費按批准或要求進行及完成外在工程以達致署長滿意。承授人須自費於土地註冊處就該等分段註冊一份獲署長接納的記錄圖則以標示外在工程的位置及範圍。
8. 該修訂函附表二第(35)(d)條規定，承授人須於該租契及該修訂函所授予的年期內任何時候自費維持該等緩解及鞏固工程及外在工程於修繕妥當的狀態，並達致署長滿意，以確保該等緩解及鞏固工程及外在工程可繼續運作。除政府享有就違反該修訂函之條款及契諾的任何其它權利及補救外，署長可於任何時候以書面通告要求承授人進行該等運用絕對酌情權認為合適的保養工程。如承授人疏忽或未能於通告所述期限內遵從該等通告至署長滿意，署長可立刻執行及進行所需保養，而承授人須按政府要求向政府償還所需款項，包括任何行政及專業收費和費用。
9. 該修訂函附表二第(35)(g)條規定，如由於該勘察、該等緩解及鞏固工程或外在工程而對綠色綴黑網點地區、綠色間黑斜線地區、任何其它政府土地或任何於該等分段外之土地造成任何損害，承授人須自費修復該等損害並於各方面達致署長滿意。
10. 該修訂函附表二第(35)(h)條規定，承授人須就因根據該契諾的條文而進行或曾經進行的任何工程，或因忽略、疏忽、或未能進行任何該等工程，或因綠色綴黑網點地區及綠色間黑斜線地區的任何山泥傾瀉危險(包括礫石下墜)所引起或附帶引起的一切訴訟、司法程序、責任、申索、費用和索賠(包括但不限於任何財物及生命損失或人身傷亡)對政府作出彌償。
11. 該修訂函附表二第(37)(a)條規定，如果任何土地存在或曾經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長事先書面同意，亦不論是在該等分段內或任何政府土地內，其目的旨在構建、平整或開發該等分段或其任何部分，或進行承授人按批地文件的條款及契諾需要進行的任何其他工程，或作任何其他用途，承授人須自費進行與建造其時或其後隨時必要的該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程，以便保護與承托該等分段及任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止其後發生任何塌方、山泥傾瀉或地陷。承授人須在批地文件授予的租期期間自費保養該等分段、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葺妥當的狀態，並達致署長滿意。
12. 該修訂函附表二第(37)(d)條規定，除了該修訂函規定對違反該修訂函內任何條款及契諾的任何其它權利或補救外，署長有權發出書面通告要求承授人進行、建造及保養該土地、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修補任何塌方、山泥傾瀉或地陷。如果承授人疏忽或未能在通告中指定的期限內執行該通告的要求以達致署長滿意，署長可立即執行及進行任何必要工程，而承授人須按政府要求向政府償還因此產生的費用連同任何行政費和專業費用及開支。
13. 該修訂函附表二第(39)條規定，如果在開發或再開發該等分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以達致署長滿意，並在署長不時按其絕對酌情權所要求時提供上述檢驗工程的報告和資料給署長。如果承授人疏忽或未能進行上述要求的檢查工程，署長可立即執行及進行該檢查工程，而承授人須按政府要求向政府償還因此產生的費用。
14. 每名發展項目業主均須分擔維修工程的費用。
15. 顯示綠色間黑斜線地區、綠色綴黑網點地區、防石欄及斜坡及護土牆(定義見發展項目的大廈公契(下稱「公契」))之位置的圖則I載列如下。顯示外在工程(包括防石欄)之位置及範圍的圖則II載列如下。



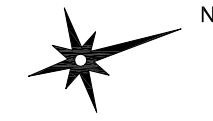
### 斜坡維修

16. 公契第1.1條規定，「斜坡及護土牆」指批地文件或公契訂明發展項目業主應負責維修而位於該等分段或發展項目內外的斜坡(如有)、斜坡處理工程、護土牆及其他結構及排水裝置。
17. 根據公契第6.2.1(41)條，管理人須有發展項目業主的充分授權聘請合適的合資格人員以遵照批地文件及按照斜坡及護土牆的維護手冊，特別是按照由相應政府部門就斜坡及護土牆和相關構築物所不時發布的所有指引，檢查、維持及維護斜坡及護土牆使其處於修繕妥當的狀況，及就此進行任何必要的工程，以及向發展項目業主收取已經或將會就進行上述維護、維修及任何其它工程而依法承擔的所有費用。
18. 根據公契第6.2.1(59)條，管理人有職責依照政府批地文件維護、維修、保養、維持、改善、控制、營運及管理(其中包括)該等緩解及鞏固工程及外在工程，使其處於修繕妥當的狀況並達致署長滿意。

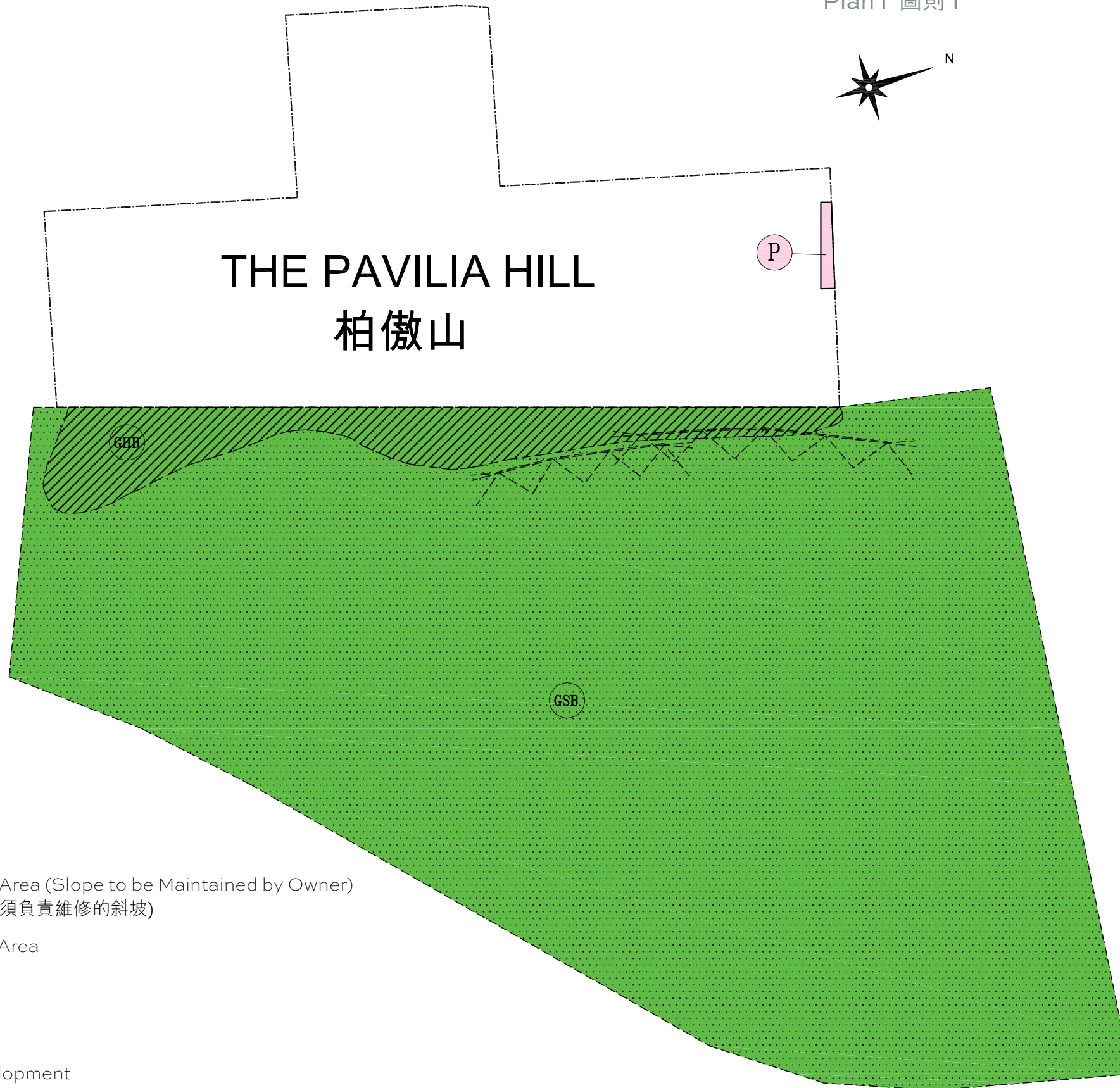
# Maintenance of slopes

## 斜坡維修

Plan I 圖則 I




THE PAVILIA HILL  
柏傲山



### Legend 圖例

----- Boulder Fall Barrier  
防石欄

 Green Hatched Black Area (Slope to be Maintained by Owner)  
綠色間黑斜線地區 (業主須負責維修的斜坡)

 Green Stippled Black Area  
綠色綴黑網點地區

 Retaining Wall  
護土牆

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







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## Additional Information

### 附加資料

1. The purchaser is required to agree with the vendor in the agreement for sale and purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the assignment of the parking space, sub-sell the parking space or transfer the benefit of the agreement for sale and purchase of the parking space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the assignment.
  2. If the vendor, at the request of the purchaser of a parking space, agrees, (at its own discretion) to cancel an agreement for sale and purchase or the obligations of the purchaser under the agreement for sale and purchase, the vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the agreement for sale and purchase.
  3. A purchaser who has signed an agreement for sale and purchase has a right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
1. 買方須與賣方於買賣合約協議，除可用作按揭或押記外，買方不會於成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓車位、或轉售該車位、或轉移該車位的買賣合約的權益。
  2. 如車位的買方有此要求，並獲賣方 (按其自己的酌情決定) 同意之情況下取消買賣合約或買方於買賣合約所承擔之責任，賣方有權保留相等於售價之百分之五的款額。同時買方亦須額外付予賣方或付還賣方 (視情況而定) 全部就取消該買賣合約須付之律師費、收費及代墊付費用 (包括任何印花稅)。
  3. 已簽署買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個月底為止已動用及支付的建築費用總額及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲得提供該資料的副本。

# Examination Record

## 檢視紀錄

Examination / Revision Date	Revision Made	
	Page number	Revision Made
27 November 2014	3	The name in English of the Authorized Person is changed according to the latest Authorized Persons' Register (List of Architects)
12 February 2015	3	The status of the loan and the bank undertaking to provide finance for the construction of the development is updated
	6-8	Layout is updated according to the latest approved building plans
2 July 2015	4	Typing error is corrected
	7-8	Layout is updated according to the latest approved building plans
2 December 2015	6-8	Layout is updated according to the latest approved building plans
18 February 2016	2	1. The heading for the "Postal address of the Development" is updated 2. Status of the development is updated
	3	1. Typing error is corrected 2. Status of any other person who has made a loan for the construction of the development is updated
	31	Plan is amended
12 May 2016	2	Status of the development is updated
	26-29	Information in the section of "Maintenance of slope" is updated
	30	1. Information originally on this page is deleted 2. Plan for the section of "Maintenance of slope" is added
	31	Information originally on this page is deleted
25 April 2019	3	Information in "The firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development" is updated

檢視/修改日期	所作修改	
	頁次	所作修改
2014年11月27日	3	根據最新認可人士名冊 (建築師名單) 更改認可人士的英文姓名
2015年2月12日	3	更新為發展項目的建造提供的貸款及提供融資的銀行承諾的狀況
	6-8	根據最新經批准之建築圖則更新布局
2015年7月2日	4	更正打印錯字
	7-8	根據最新經批准之建築圖則更新布局
2015年12月2日	6-8	根據最新經批准之建築圖則更新布局
2016年2月18日	2	1. 更新“發展項目的郵寄地址”的標題 2. 更新發展項目的狀況
	3	1. 更正打印錯字 2. 更新為發展項目的建造提供貸款的任何其他人的狀況
	31	修訂圖則
2016年5月12日	2	更新發展項目的狀況
	26-29	更新“斜坡維修”的章節的資料
	30	1. 刪除原先載於此頁的資料 2. 增添“斜坡維修”的章節的圖則
	31	刪除原先載於此頁的資料
2019年4月25日	3	更新“就發展項目中的車位的出售而代表賣方行事的律師事務所”的資料







