



ARTISAN GARDEN

臻尚

SALES BROCHURE
FOR PARKING SPACE
車位銷售說明書

ARTISAN GARDEN

臻尚

Information on the development

發展項目的資料

Name of the Development

ARTISAN GARDEN

Postal Address of the Development as confirmed with the Commissioner of Rating and Valuation

68 Kowloon City Road

發展項目名稱

臻尚

經差餉物業估價署署長確定發展項目的郵寄地址

九龍城道68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

Urban Renewal Authority

賣方

市區重建局

Holding company of the vendor

Not applicable

賣方的控權公司

不適用

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”)

Rosy Page Limited

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

Rosy Page Limited

Holding companies of the JV Partner

Rhineland Associates Ltd.

New World Development Company Limited

合作伙伴的控權公司

Rhineland Associates Ltd.

新世界發展有限公司

Authorized person for the Development

Ms. Chan Wan Ming

發展項目的認可人士

陳韻明女士

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 Limited

發展項目的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團

巴馬丹拿建築及工程師有限公司

Building contractor for the Development

Hip Seng Builders Limited

發展項目的承建商

協盛建造有限公司

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

Mayer Brown

就發展項目中的停車位的出售而代表賣方行事的律師事務所

孖士打律師行

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

The Hongkong and Shanghai Banking Corporation Limited

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

香港上海滙豐銀行有限公司

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

New World Finance Company Limited

已為發展項目的建造提供貸款的任何其他人

新世界金融有限公司

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 (company 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的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的家人	No 否
(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 (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of an associate of such an authorized person 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的有聯繫人士的家人	No 否
(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 (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述律師事務所的經營人的家人	No 否
(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

Remarks:

備註:

* The building contractor for the Development, Hip Seng Builders Limited is an associate corporation of Rosy Page Limited (JV Partner) and also the associate corporation of each of the holding companies of Rosy Page Limited (JV Partner).

* 發展項目承建商協盛建造有限公司屬Rosy Page Limited (合作伙伴) 的有聯繫法團及屬每一間Rosy Page Limited (合作伙伴) 之控權公司的有聯繫法團。

Relationship between parties involved in the development

有參與發展項目的各方的關係

(k)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor 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 (company 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(公司秘書)	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
(n)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor 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	No 否
(o)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor 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	No 否
(p)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 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(公司秘書)	No 否
(q)	The vendor, the JV Partner or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor, JV Partner or contractor 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	Not Applicable 不適用
(r)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner 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	No 否
(s)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor, JV Partner or of a holding company of that vendor or JV Partner 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	Yes* 是*

Remarks:

備註:

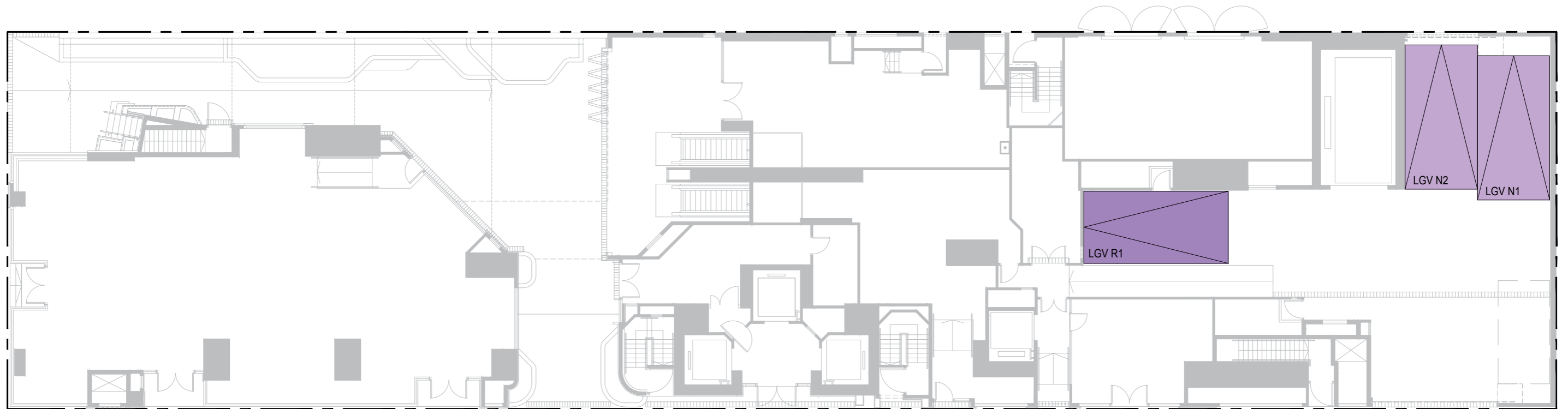
* The building contractor for the Development, Hip Seng Builders Limited is an associate corporation of Rosy Page Limited (JV Partner) and also the associate corporation of each of the holding companies of Rosy Page Limited (JV Partner).

* 發展項目承建商協盛建造有限公司屬Rosy Page Limited (合作伙伴) 的有聯繫法團及屬每一間Rosy Page Limited (合作伙伴) 之控權公司的有聯繫法團。

Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

G/F
地下



Residential 住宅

Loading and unloading space 上落貨停車位

Commercial 商業

Loading and unloading space 上落貨停車位

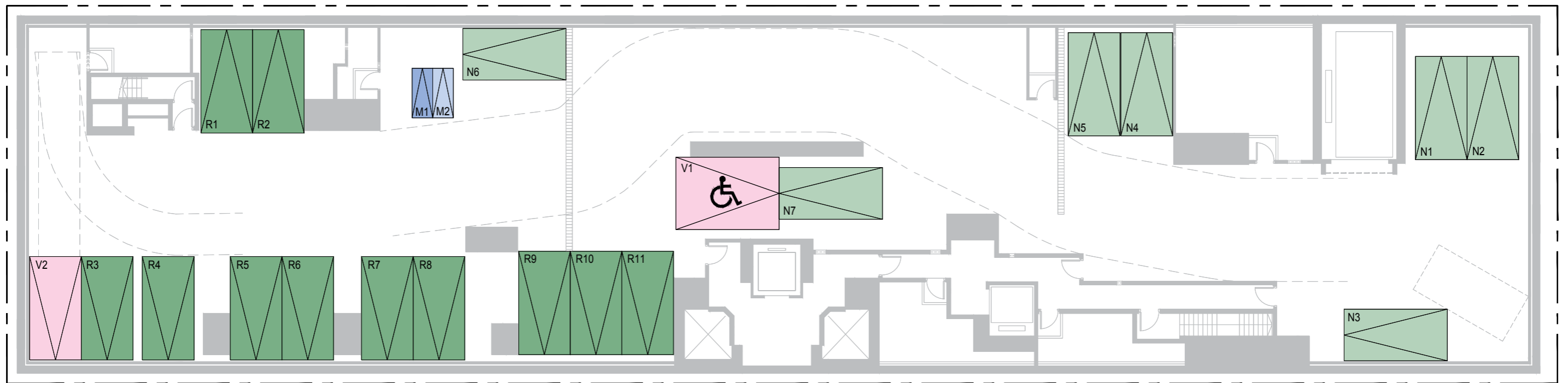
Boundary Line of the Development
發展項目的界線

Scale 比例 0 5 10M (米)

Floor plans of parking spaces in the development

發展項目中的停車位的樓面平面圖

B/F
地庫



Residential 住宅

- Parking space 停車位
- Motor cycle parking space 電單車停車位
- Visitor parking space 訪客停車位
- Visitor/Accessible (disabled) parking space
訪客 / 暢通易達 (傷健人士) 停車位

Commercial 商業

- Parking space 停車位
- Motor cycle parking space 電單車停車位

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

Scale 比例 0 5 10M (米)

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 (Length X Width) (m.) 尺寸(長x闊)(米)	Area of each Parking Space (sq. m.) 每個停車位面積(平方米)
		G/F 地下	B/F 地庫			
Residential 住宅	Parking space 停車位	-	11	R1-R11	5.0 x 2.5	12.5
	Motor cycle parking space 電單車停車位	-	1	M1	2.4 x 1.0	2.4
	 Visitor / Accessible (disabled) parking space 訪客 / 暢通易達 (傷健人士) 停車位	-	1	V1	5.0 x 3.5	17.5
	Visitor parking space 訪客停車位	-	1	V2	5.0 x 2.5	12.5
	Loading and unloading space 上落貨停車位	1	-	LGV R1	7.0 x 3.5	24.5
Commercial 商業	Parking space 停車位	-	7	N1-N7	5.0 x 2.5	12.5
	Motor cycle parking space 電單車停車位	-	1	M2	2.4 x 1.0	2.4
	Loading and unloading space 上落貨停車位	2	-	LGV N1 & LGV N2	7.0 x 3.5	24.5

Summary of preliminary agreement for sale and purchase

臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the vendor, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the vendor does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
 2. 買方在簽署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。
 3. 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約 -
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 賣方不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

Summary of deed of mutual covenant

公契的摘要

According to the executed Deed of Mutual Covenant and Management Agreement ("DMC") in respect of the Development:-

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

Parking Spaces		Undivided Shares (per Parking Spaces)	Management Shares (per Parking Spaces)
Residential Car Parking Spaces	R1 - R11	13	13
Residential Motor Cycle Parking Space	M1	2	2
Commercial Car Parking Spaces	N1 - N7	13	13
Commercial Motor Cycle Parking Space	M2	2	2

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

Each Owner of a parking space shall contribute towards the management expenses (which shall be based on the budget prepared by the Manager) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his parking space and the principles provided in the DMC.

C. Basis on which the management fee deposit is fixed

A sum as security equivalent to two (2) months of the first year's budgeted management expenses payable in respect of the parking space and such security amount shall be non-refundable but transferable.

Note:

For full details, please refer to the executed DMC which is free for inspection during opening hours at the sales office. A copy of the executed DMC is available upon request and payment of the necessary photocopying charges.

根據發展項目的已簽立的《公契及管理協議》(「公契」):

A. 分配予發展項目中的每個停車位的不分割份數的數目

停車位		不分割份數 (每個停車位)	管理份數 (每個停車位)
住宅停車位	R1 - R11	13	13
住宅電單車停車位	M1	2	2
商業停車位	N1 - N7	13	13
商業電單車停車位	M2	2	2

B. 管理開支按甚麼基準在發展項目中的停車位的擁有人之間分擔

每名停車位業主須按照公契訂明的方式、金額和比例，根據其停車位的管理份數和公契列明的準則，分攤發展項目的管理開支(根據管理人編製的預算案釐定)。

C. 計算管理費按金的基準

管理費按金相等於每個停車位根據首年管理預算案分攤的兩(2)個月管理開支。

備註:

欲悉詳情請參考已簽立的公契。已簽立的公契已備存於售樓處在開放時間免費供閱覽，此外亦可要求及在支付必要之影印費用後獲取已簽立的公契的副本。

Summary of land grant

批地文件的摘要

1. The Development is constructed on The Remaining Portion of Kowloon Inland Lot No. 11246 (the "lot") which is held under the Conditions of Grant No. 20266 dated 21 March 2016 (the "Land Grant").
2. The lot is granted for a term of 50 years commencing from 21 March 2016.
3. General Condition No. 6 of the Land Grant stipulates that:-

“(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions :

 - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto;
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.”
4. Special Condition No.(3) of the Land Grant stipulates that:-

“(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures existing on the lot (the part that is within the lot is hereinafter referred to as “the Existing Buildings and Structures”) and parts of which encroach on, project over and protrude to the Government land adjacent to the lot (which part is hereinafter referred to as “the Projections”). The Grantee shall on or before the date specified in Special Condition No. (8) hereof at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Projections (the demolition and removal works are hereinafter referred to as “the Demolition and Removal Works”). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the use, presence and subsequent demolition and removal of the Existing Buildings and Structures and the Projections and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, presence and subsequent demolition and removal of the Existing Buildings and Structures and the Projections.

(b) For the avoidance of doubt, the existence of the Existing Building and Structures and the Projections and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions.”
5. Special Condition No. (4) of the Land Grant stipulates that:-

“(a) The Grantee shall:

 - (i) on or before the 30th day of September 2021 (or such other extended period as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “the Green Area”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the 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 September 2021 (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, 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 plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered in accordance with Special Condition No. (5) hereof.

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

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.”
6. Special Condition No. (5) of the Land Grant stipulates that:-

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

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7. Special Condition No. (6) of the Land Grant stipulates that:-

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

8. Special Condition No. (7) of the Land Grant stipulates that:-

"(a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:

- (i) permit the Government, the Director and his officers, contractors and agents and any other persons authorized by the Director, the right of free ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4) (a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (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 free ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wires, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

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

9. Special Condition No. (8) of the Land Grant stipulated that:-

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2021."

10. Special Condition No. (9) of the Land Grant stipulates that:-

"(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:-

- (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
- (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
- (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

(c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (24), (25) and (26) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.

(d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitutes a basement level or basement levels shall be final and binding on the Grantee."

11. Special Condition No.(10) of the Land Grant stipulates that:-

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

12. Special Condition No. (11) of the Land Grant stipulated that:-

"(a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

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- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Grantee.
 - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
 - (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
 - (d) The Grantee shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
 - (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."
13. Special Condition No. (13) of the Land Grant stipulated that:-
- "(a) No building or structure or support for any building or structure (other than the PHBA Structures as defined in sub-clause (b)(i)(II) of this Special Condition and such surfaces, kerb, channel and structures as provided constructed or installed in accordance with sub-clause (b)(ii) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").
 - (b) The Grantee shall:
 - (i) on or before the date specified in Special Condition No. (8) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain the Pink Hatched Blue Area; and
 - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the PHBA Structures")so that pedestrian traffic may be carried on the Pink Hatched Blue Area;
 - (ii) on or before the date specified in Special Condition No. (8) hereof (or within such other extended period or periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
 - (iii) manage and maintain at his own expense the Pink Hatched Blue Area together with the PHBA Structures, all surfaces, kerb, channel and other structures provided, constructed or installed pursuant to sub-clause (b)(ii) of this Special Condition to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (e) of this Special Condition.
 - (c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
 - (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition permit the Director, his officers, contractors, his or their workmen and any other persons authorized by him, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Pink Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
 - (e) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the PHBA Structures and all surfaces, kerb, channel and other structures as referred to in sub-clause (b)(ii) of this Special Condition as the Director shall at his sole discretion specify to the Government free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
 - (f) Notwithstanding the provisions contained in Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do prior to the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (e) of this Special Condition unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (f) shall not apply to a building mortgage as provided in Special Condition No. (19)(d) hereof. Prior to the said carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
 - (g) Notwithstanding the provisions contained in Special Condition No. (19) hereof, the Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (g) shall not apply to the surrender and carving out of the Pink Hatched Blue Area under this Special Condition and a building mortgage of the lot as a whole as provided in Special Condition No. (19)(d) hereof.
 - (h) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.

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- (i) The Grantee shall, after the works referred to in sub-clauses (b)(i) and (b)(ii) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (e) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes, without payment of any nature whatsoever and without any interruption, to have access to and to freely pass and repass on foot or by wheelchair on, along, to, from, by, through and over the Pink Hatched Blue Area.
 - (j) The Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the Grantee's obligations under sub-clauses (b) and (i) of this Special Condition or the exercise by the Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them of the rights conferred under sub-clauses (c) and (d) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made by the Grantee against the Government or the Director, his officers, contractors and agents, his or their workmen and any other persons duly authorized by him in respect of any such loss, damage, nuisance or disturbance.
 - (k) The Grantee hereby indemnifies and shall keep indemnified the Government, the Director and his officers, contractors and agents, his or their workmen and any persons authorized by him or them from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area.
 - (l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clauses (b) and (i) of this Special Condition arises only as a matter of contract between the Grantee and the Government and that by imposing the said obligation, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
 - (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (i) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
 - (n) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (e) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof cannot be attained."
14. Special Condition No. (15) of the Land Grant stipulated that:-
- "(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
 - (b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
 - (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof; and
 - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."
15. Special Condition No. (16) of the Land Grant stipulated that:-
- "(a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
 - (iii) the location of any such accommodation shall first be approved in writing by the Director.

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(b) (i) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:

(I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings for private residential purposes;

(II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation. For the purpose of this Special Condition, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.

(ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Grantee.

(c) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."

16. Special Condition No. (17) of the Land Grant stipulated that:-

"(a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:

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

(ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

(b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation. For the purpose of this Special Condition, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.

(c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."

17. Special Condition No. (18) of the Land Grant stipulated that:-

"(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:

(i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and

(ii) the location of any such office shall first be approved in writing by the Director.

(b) For the purpose of calculating the total gross floor areas respectively stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof, subject to Special Condition No. (38)(d) hereof, office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculations.

(c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (21)(a)(v) hereof."

18. Special Condition No. (24) of the Land Grant stipulates that:-

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

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 33.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19.2 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6.3 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2.4 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.8 residential units or part thereof
Not less than 160 square metres	One space for every 1.4 residential units or part thereof

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(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table of sub-clause (a)(i) of this Special Condition. For the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:

(I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of the respective gross floor area stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof; and

(II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of respective total gross floor areas stipulated in Special Condition Nos. (12)(c)(i) and (12)(c)(ii) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

$$\text{The total gross floor area of Residential Common Area} \times \frac{\text{The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition}}{\text{The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition}}$$

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:

(I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 1 space for every such block of residential units; or

(II) at such other rates as may be approved by the Director.

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) One space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.

(ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

(iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) Out of the spaces provided under sub-clauses (a)(i), (a)(iii) and (b)(i) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) to become the Parking Spaces for the Disabled Persons.

(ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:

(I) 0.7% of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) (hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and

(II) 5% of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof).

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provided that if the number of spaces to be provided under this sub-clause (d)(i) is a decimal number, the same shall be rounded up to the next whole number.

- (ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i), (a)(iii) and (b)(i) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the spaces provided under sub-clauses (d)(i)(I) and (d)(i)(II) of this Special Condition (as may be respectively varied under Special Condition No. (26) 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."

19. Special Condition No. (25) of the Land Grant stipulates that:-

"(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:

- (i) one space for every 800 residential units or part thereof in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units; and
- (ii) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or any part or parts of the building or buildings to be used for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes.

- (b) Each of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be respectively varied under Special Condition No. (26) hereof) shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres or such other dimensions as may be approved by the Director. 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 or any part or parts of the building or buildings referred to respectively in the said sub-clauses.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition, any floor area to be used for the purposes of parking under Special Condition No. (24) hereof, loading and unloading under this Special Condition (as may be varied respectively under Special Condition No. (26) hereof) shall be excluded."

20. Special Condition No.(26) of the Land Grant stipulates that:-

- (a) Notwithstanding Special Condition Nos. (24)(a)(i), (24)(a)(iii), (24)(b)(i), (24)(d)(i)(I), (24)(d)(i)(II) and (25)(a) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of spaces required to be provided under Special Condition Nos. (24)(a)(i) and (24)(d)(i)(I) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%."

21. Special Condition No. (28) of the Land Grant stipulates that:-

"(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

- (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes; or
- (ii) underlet except to residents of the residential units in the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for private residential purposes.

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

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

22. Special Condition No. (31) of the Land Grant stipulates that:-

"The Grantee shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine."

23. Special Condition No. (32) of the Land Grant stipulates that:-

"(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (31) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges."

24. Special Condition No. (33) of the Land Grant stipulates that:-

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

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

"(a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof."

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26. Special Condition No. (35) of the Land Grant stipulates that:-

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

27. Special Condition No. (36) of the Land Grant stipulates that:-

"(a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

28. Special Condition No. (39) of the Land Grant stipulates that:

"(a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his written approval a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information as the Director of Environmental Protection may require including but not limited to all adverse noise impacts on the development of the lot and proposals for appropriate noise mitigation measures (hereafter referred to as "Noise Mitigation Measures").

(b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director of Environmental Protection carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director of Environmental Protection (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director of Environmental Protection.

(c) No building works (other than the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of this Special Condition, "ground investigation" and "site formation works" shall be as defined in Buildings Ordinance, any regulations made thereunder and any amending legislation.

(d) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of such cost, damage or loss."

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

"In the event that the Approved Noise Mitigation Measures comprise the erection or construction of noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any portion of the adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

(a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;

(c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;

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- (d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the Commissioner of Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
 - (e) the Noise Barrier shall not be used for any purpose other than for noise barrier and the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;
 - (f) subject to the prior written approval of the Director, the Grantee, his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;
 - (g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
 - (h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier;
 - (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
 - (j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand the cost of such works;
 - (k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, his or their workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of cost for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;
 - (l) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and
 - (m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, his officers, contractor, agents, his or their workmen and any other persons authorized by the Director from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition."
30. Special Condition No. (41) of the Land Grant stipulates that:
- (a) The Grantee shall within six calendar months from the date of this Agreement (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
 - (b) The Grantee shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection.
 - (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
 - (d) No building works (other than the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of this Special Condition, "ground investigation" and "site formation works" shall be as defined in Buildings Ordinance, any regulations made thereunder and any amending legislation.
 - (e) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2 and 3 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of such cost, damage or loss."

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31. Special Condition No. (42) of the Land Grant stipulates that:

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

Note : For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

For the purpose of this section of "Summary of Land Grant", "the Grantee" means Urban Renewal Authority and where the context so admits or requires includes its successors and assigns; "the Government" refers to the Government of the Hong Kong Special Administrative Region; "the Director" refers to the Director of Lands; "Hong Kong" refers to the Hong Kong Special Administrative Region; and "these Conditions" mean and include the General and Special Conditions of the Land Grant.

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1. 發展項目興建於九龍內地段第11246號餘段(「該地段」)，根據2016年3月21日頒發的批地條件第20266號(「批地文件」)租用該地段。

2. 該地段的批地年期由2016年3月21日起計50年。

3. 批地文件一般條件第6條規定：

“(a) 承批人須在整個租期期間按本文件對已建或重建建築物(該詞指本一般條件(b)款預期的重建工程)：

(i) 按核准的設計、配置及任何核准的圖則保養一切建築物，不得對其作出更改或修訂；及

(ii) 保養按本文件已建或其後按任何修訂合同興建的一切建築物處於修繕妥當及良好的保養狀態直至租約結束或提前終止交還為止。

(b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，承批人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為替代。如果進行上述清拆。承批人須在上述清拆的一個曆月內向署長申請其同意以進行重新開發該地段的建築工程。當收到上述同意後必須在三個曆月內開展重建的必要工程及在署長規定的期限內以署長滿意的方式完成重建。”

4. 批地文件特別條件第(3)條規定：

“(a) 承批人承認在本協議之日期在該地段上存在一些建築物及構築物(該地段內此部分稱為「現存建築物及構築物」)，其中部分侵佔、伸展及伸入該地段毗鄰的政府土地(此部分在下文稱為「伸展物」)。承批人須在本文件特別條件第(8)條指定的日期或之前，自費拆除及遷移現存建築物、構築物及伸展物(該拆除及遷移工程在下文稱為「拆除及遷移工程」)，在一切方面使署長滿意。政府對現存建築物及構築物和伸展物的使用、存在及其後拆除及遷移造成或導致承批人蒙受任何損失、損害、滋擾或干擾毋須承擔任何義務或責任。承批人須對現存建築物及構築物和伸展物的使用、存在及其後拆除與遷移直接或間接產生或有關的一切責任、損失、索償、費用、要求、訴訟或其他司法程序向政府作出彌償，並確保其獲彌償保障。

(b) 為免存疑，現存建築物、構築物及伸展物的存在和批地的事實是基於其存在，不能在任何方面豁免承批人或放棄、解除、減少或更改承批人在本文件之責任或在任何方面影響或損害政府對承批人違反、不遵守、不履行或不執行其在本文件的責任所擁有的權利及濟助。”

5. 批地文件特別條件第(4)條規定：

“(a) 承批人須：

(i) 於2021年9月30日或之前(或署長可批准的其他延長時期)內按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：

(l) 鋪設、構建、鋪建路面及排水渠於本文件附錄的圖則上以綠色顯示的未來公共道路之該等部分(以下稱為「綠色範圍」)；及

(II) 按署長自行酌情要求，提供及建造指定橋樑、隧道、上跨路、下通道、暗渠、高架橋、天橋、行人路、道路或其他指定構築物(以下統稱「綠色範圍構築物」)

以便於「綠色範圍」興建建築物及供車輛和行人之交通；

(ii) 於2021年9月30日或之前(或署長可能批准的其他延長時期)，自費在綠色範圍鋪設路面、路緣及渠道，並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務、街燈、交通標誌、街道設施及道路標記，使署長滿意；及

(iii) 自費保養綠色範圍連同綠色範圍構築物以及在該範圍之上或之內興建、設置及提供所有構築物、路面、明渠、污水渠、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及構築物，使署長滿意，直至按本批地文件特別條件第(5)條交還綠色範圍的管有權給政府。

(b) 倘若承批人未能在指定的期限內履行本特別條件(a)款所定的責任，政府可進行必要的工程，費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。

(c) 政府對承批人履行他在本特別條件(a)款的責任或政府行使本特別條件(b)款或其他規定賦予的權利所產生或附帶造成承批人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能就上述任何損失、損害、滋擾或干擾向政府提出任何索償。”

6. 批地文件特別條件第(5)條規定：

“僅為了進行本文件特別條件第(4)條指定的必要工程，承批人於本協議的日期獲授予綠色範圍的管有權。承批人須應政府要求交還綠色範圍給政府。在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式全面履行本文件，即視作已按要求交還綠色範圍予政府。承批人在其管有綠色範圍期間，在任何合理時間內須准許所有政府及公共車輛及行人自由及不受限制穿越及前往綠色範圍，並確保該等進入不會受到按本文件特別條件第(4)條或其他規定進行的工程之干涉或阻礙。”

7. 批地文件特別條件第(6)條規定：

“未經署長的預先書面同意，承批人不得使用綠色範圍作儲物用途或搭建任何臨時構築物或任何除了進行本文件特別條件第(4)條指定的工程的用途。”

8. 批地文件特別條件第(7)條規定：

“(a) 承批人須在管有綠色範圍期間，於所有合理時間內：

(i) 准許政府、署長及其官員、承辦商與代理人及署長授權的任何其他人士有權出入、經過及往返該地段及綠色範圍，旨在視察、檢查及監管本文件特別條件第(4)(a)條指定的工程和進行、視察、檢查及監管本文件特別條件第(4)(b)條指定的工程及署長認為有必要在綠色範圍進行的任何其他工程；

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- (ii) 在政府和政府授權的有關公用事業公司要求時准許其有權出入、經過及往返該地段及綠色範圍，旨在綠色範圍或任何毗鄰土地之內、之上或之下進行任何工程，包括但不限於鋪設和其後保養一切管道、電線、導管、電纜槽及其他傳導媒介及輔助設備，以便提供電話、電力、氣體(如有)及其他服務給該地段或任何毗鄰或毗連土地及建築。承批人須充分配合政府及政府正式授權的有關公用事業公司在綠色範圍內進行上述工程的一切事宜；及
- (iii) 在水務監督的官員及其授權的其他人士要求時准許其有權出入、經過及往返該地段及綠色範圍，旨在進行有關操作、保養、修理、更換、更改綠色範圍內的任何其他水務工程裝置。
- (b) 政府、署長及其官員、承辦商與代理人及根據本特別條件第(a)款正式授權的任何其他人士或公用事業公司對政府、署長及其官員、承辦商與代理人及根據本特別條件第(a)款正式授權的任何其他人士或公用事業公司行使進入權所產生或附帶造成承批人或任何其他人士蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。”
9. 批地文件特別條件第(8)條規定：
- “承批人須開發該地段，在該地段上興建一幢或多幢建築物並於2021年9月30日或之前完工和使其適合佔用，在一切方面符合批地文件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。”
10. 批地文件特別條件第(9)條規定：
- “(a) 除本特別條件(b)款規定外，該地段或其中任何部分或在其上已建或擬建的任何建築物不得用作非工業(不包括倉庫、酒店及加油站)用途以外的任何用途。
- (b) 除以下用途外，該地段已建或擬建的任何建築物或其中任何部分不得用作任何其他用途：
- (i) 最低三層用作非工業(不包括倉庫、酒店及加油站)用途；但是為免存疑，就本特別條件而言，地庫層(如已興建)須算作一層而不論其大小或樓面面積，而有關任何地庫層的用途還須受本特別條件(b)(iii)款進一步限制；
- (ii) 其他樓層(若有超過三層地庫層，不包括最低三層之上的任何一層地庫層或多層地庫層(如已興建))作私人住宅用途；及
- (iii) 至於任何地庫層(如已興建)(不論是最低三層樓的其中一層或最低三層樓之上的一層地庫層)則用作非工業(不包括住宅、倉庫、酒店及加油站)用途。
- (c) 根據批地文件特別條件第(24)、(25)及(26)條提供僅用作泊車、上落客貨處或機房或兩者的任何樓層不得算作本特別條件(b)款所指的其中一層。署長就某一層是否僅用作本(c)款的准許用途所作的決定為最終決定及對承批人有約束力。
- (d) 就本特別條件而言，署長就一層的定義及某一層是否構成地庫層所作的決定為最終決定及對承批人有約束力。”
11. 批地文件特別條件第(10)條規定：
- “未經署長事先書面同意，不得移除或干擾該地段或相鄰該地段生長的樹木。署長在發出同意時可以對移植、代償性環境美化或再植施加其認為合適的條件。”
12. 批地文件特別條件第(11)條規定：
- “(a) 承批人須自費向署長呈交一份園藝圖並取得署長批准，該園藝圖須顯示將於該地段提供的園景工程的位置、布局及平面圖，以符合本特別條件(b)款規定的要求
- (b) (i) 該地段不少於20%的面積須種植樹木、灌木或其他植物。
- (ii) 於署長自行酌情決定的位置或水平，在本特別條件(b)(i)款提及的20%面積當中提供不少於50%(以下稱為「綠化地帶」)的面積，讓行人可以看見或任何人士或進入該地段的人士可進入綠化地帶。
- (iii) 署長就哪些由承批人建議的園景工程構成本特別條件(b)(i)款所指的20%面積所作的決定為最終決定及對承批人有約束力。
- (iv) 署長可自行酌情接納承批人建議的其他非植物裝飾取代種植樹木、灌木或其他植物。
- (c) 承批人須自費按核准的園藝圖在該地段提供園景，在一切方面使署長滿意。未經署長預先書面批准，不能修訂、更改、改變、變更或替代核准園藝圖。
- (d) 承批人其後須自費保持及保養園藝工程，使其達至安全、清潔、井然、整齊及健康狀態，使署長滿意。
- (e) 根據本特別條件指定的園景區域須指定為並構成本文件特別條件第(21)(a)(v)條所指的公用地方一部分。”
13. 批地文件特別條件第(13)條規定：
- “(a) 不能在本文件附錄的圖則上用粉紅色加藍斜線顯示該地段的該等部分(以下稱為「粉紅色加藍斜線範圍」)之上、上方、之下、上面、下面或之內搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(除了本特別條件(b)(i)(II)款界定的粉紅色加藍斜線範圍構築物和按本特別條件第(b)(ii)條提供、興建或安裝的路面、路緣、渠道及構築物外)。
- (b) 承批人須：
- (i) 於批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期)內按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
- (I) 鋪設、構建、鋪建路面及排水渠於粉紅色加藍斜線範圍；及
- (II) 按署長可自行酌情要求，提供及建造暗渠、污水渠、排水渠、行人路或其他構築物(以下稱為「粉紅色加藍斜線範圍構築物」)
- 讓行人可往來粉紅色加藍斜線範圍；

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- (ii) 於批地文件特別條件第(8)條指定的日期或之前(或署長可批准的其他延長時期內)，自費在粉紅色加藍斜線範圍鋪設路面、路緣及渠道，並為其提供署長可能要求的明渠、污水渠、排水渠、消防龍頭連同接駁至總喉的喉管、服務、街燈、交通標誌、街道設施、道路標記及裝置，使署長滿意；及
 - (iii) 自費保養及維護粉紅色加藍斜線範圍連同粉紅色加藍斜線範圍構築物以及按本特別條件(b)(ii)款提供、興建或安裝的路面、路緣、渠道及其他構築物，直至按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府管有。
- (c) 倘若承批人未能在指定的期限內履行本特別條件(b)款所定的責任，政府可進行必要的工程，費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (d) 承批人須在按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府之前准許署長、其官員、承辦商、其工人及其授權的任何其他人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段及粉紅色加藍斜線範圍，旨在視察、檢查及監管按本特別條件(b)款進行的任何工程並進行、視察、檢查及監管本特別條件(c)款下的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
- (e) 承批人須在署長如此要求時自費將粉紅色加藍斜線範圍或其中任何部分連同粉紅色加藍斜線範圍構築物及署長自行酌情指定本特別條件(b)(ii)款提及的一切路面、路緣、渠道及其他構築物以不帶產權負擔、及不向政府收取任何代價、付款及補償的條件下交還及移交給政府，但是政府沒有責任應承批人的要求接受交還粉紅色加藍斜線範圍或其中任何部分，而是在其認為合適的情況下接受。就本條件而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
- (f) 即使本文件特別條件第(19)條有規定，在按本特別條件(e)款交還粉紅色加藍斜線範圍給政府之前，承批人不得轉讓、按揭、抵押、贈與、分租、放棄、管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費分割粉紅色加藍斜線範圍，使署長滿意，但是本(f)款不適用於按本文件特別條件第(19)(d)條規定的建築按揭，在上述分割之前，承批人須自費提交分割文件給署長作書面審批。
- (g) 即使本文件特別條件第(19)條有規定，承批人不能轉讓、按揭、抵押、贈與、分租、放棄、管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或其權益或訂立此類協議，但是本(g)款不適用於按本特別條件交還及分割粉紅色加藍斜線範圍和按本文件特別條件第(19)(d)條規定為整個地段作建築按揭。
- (h) 承批人不得使用粉紅色加藍斜線範圍或其中任何部分作除了用作供公眾步行或推輪椅通過的公共行人通道或署長可自行酌情批准的其他用途以外的任何用途。不得在粉紅色加藍斜線範圍或其中任何部分內存放貨物或停泊車輛。
- (i) 在以署長滿意的方式及按照本特別條件(b)(i)和(b)(ii)款完成所提及的工程和按本特別條件(e)款交還整個粉紅色加藍斜線範圍給政府之前，承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用及不受限制地步行或推輪椅自由經過及往返粉紅色加藍斜線範圍。
- (j) 政府、署長及其官員、承辦商及代理人、其工人及其授權的任何人士對承批人或其他人士履行本特別條件(b)和(i)款規定承批人的責任或政府、署長及其官員、承辦商及代理人其工人及其授權的任何人士行使本特別條件(c)和(d)款賦予的權利或其他所產生或附帶的任何損失、損害、滋擾或干擾無須承擔任何責任。承批人不得對上述任何損失、損害、滋擾或干擾向政府或署長及其官員、承辦商及代理人、其工人及其授權的任何其他人士要求補償。
- (k) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關粉紅色加藍斜線範圍所直接或間接產生或有關的一切責任，訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府、署長及其官員、承辦商及代理人、其工人及其授權的任何其他人士，並確保其獲彌償保障。
- (l) 特此明文同意、聲明及規定，對承批人施加本特別條件(b)和(i)款的責任僅屬於承批人與政府之間的協議，施加上述責任並非是承批人擬撥出，亦不等同政府同意撥出粉紅色加藍斜線範圍或其中任何部分作公眾享用道路權。
- (m) (i) 特此明文同意與聲明，本特別條件(i)款規定承批人的責任並非預期產生或可索求建築物(規劃)規例第22(1)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄建築物(規劃)規例第22(1)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(e)款規定承批人的責任並非預期產生或可索求建築物(規劃)規例第22(2)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄建築物(規劃)規例第22(2)條、其修訂或代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人同意並接受在按本特別條件(e)款交還粉紅色加藍斜線範圍或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中任何部分時，他可能無法取得本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條准許的最大總樓面面積。政府對此沒有責任和承批人不得對未能取得本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條准許的最大總樓面面積向政府要求補償或退還地價或其他索求。
14. 批地文件特別條件第(15)條規定：
- “(a) 經署長書面批准，承批人可在該地段內搭建、建築及提供康樂設施及其輔助設施(以下稱為「設施」)。設施的類型、面積、設計、高度及布局亦須經署長的預先書面批准。
- (b) 在計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條指定的整體樓面總面積時，在受限於特別條件第(38)(d)條規定下，按本特別條件(a)款在該地段內提供的設施之任何部分，只要是供在該地段已建或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用與享用就不列入上述計算，若署長認為該設施的餘下部分不屬於上述用途，則須納入計算。
- (c) 倘若設施任何部分被豁免列入計算本特別條件(b)款的總樓面面積(以下稱為「豁免設施」)：
- (i) 豁免設施須被指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方；及
 - (ii) 承批人須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，使署長滿意；及
 - (iii) 豁免設施僅供該地段上已建或擬建的住宅大廈的住戶和他們的真正訪客使用，並非供其他人士使用。”

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15. 批地文件特別條件第(16)條規定：

“(a) 可於該地段為看更或管理員或兩者提供辦事處，惟須遵從以下條件：

- (i) 署長認為上述場所是對在該地段已建或擬建的建築物的安全、保安及妥善管理的基本需要；
 - (ii) 上述場所不能用作該地段上長期聘用和必要時聘用的看更或管理員或兩者的辦公場所以外的任何用途；及
 - (iii) 上述場所的位置須首先經署長書面批准。
- (b) (i) 為了計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條規定的整體樓面總面積，在受限於本文件特別條件第(38)(d)條規定下，在該地段內按本特別條件(a)款提供的辦公場所不超過以下(I)或(II)，以較少者為準，不納入計算。
- (I) 該地段上已建或擬建的建築物或任何私人住宅用途之大廈的整體樓面總面積之0.2%；
 - (II) 該地段上已建或擬建建築物每50個住宅單位或其中部分5平方米或該地段上已建或擬建的每幢住宅單位大廈5平方米，以上述場所的較大樓面面積為準。

超過以上(I)或(II)的任何總樓面面積須納入上述計算。就本特別條件而言，署長就住宅單位的定義所作的決定為最終決定及對承批人有約束力。

- (ii) 在計算本特別條件(b)(i)(I)款提及在該地段上已建或擬建的建築物的整體樓面總面積時，按本文件豁免計算該地段已建或擬建建築物總樓面面積亦不納入計算該總樓面面積。署長對此作出的決定所作的決定為最終決定及對承批人有約束力。
- (c) 按本特別條件(a)款在該地段內提供的辦公場所須指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方。”

16. 批地文件特別條件第(17)條規定：

“(a) 該地段內可提供看更或管理員或兩者的宿舍，惟須遵從以下條件：

- (i) 上述宿舍須設在該地段上已建的一座住宅單位大廈或署長可能書面批准的其他位置；及
 - (ii) 上述宿舍不得用作該地段內長期聘用和必要時聘用的看更或管理員或兩者的宿舍所以外的任何用途。
- (b) 在計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條規定的整體樓面總面積時，在受限於本文件特別條件第(38)(d)條規定下，按本特別條件(a)款在該地段內提供的宿舍若不超過25平方米總樓面面積則不得納入計算；而超過25平方米整體樓面總面積則須納入上述計算。就本特別條件而言，署長就住宅單位的定義所作的決定為最終決定及對承批人有約束力。
- (c) 按本特別條件(a)款在該地段內提供的宿舍須指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方。”

17. 批地文件特別條件第(18)條規定：

“(a) 可以在該地段內提供一個辦事處供業主立案法團或業主委員會使用，但是

- (i) 上述辦事處不得用作已成立或擬成立有關該地段和該地段上已建或擬建建築物的業主立案法團或業主委員會開會和行政工作以外的任何用途；及
 - (ii) 上述辦事處的位置須首先經署長書面批准。
- (b) 在計算本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條規定的整體樓面總面積時，在受限於本文件特別條件第(38)(d)條規定下，按本特別條件(a)款在該地段內提供的辦事處若不超過20平方米則不得納入計算；而超過20平方米總樓面面積則須納入上述計算。
- (c) 按本特別條件(a)款在該地段內提供的辦事處須指定為並構成本文件特別條件第(21)(a)(v)條提及的公用地方。”

18. 批地文件特別條件第(24)條規定：

“(a) (i) 必須按以下表格列明該地段已建或擬建的住宅單位各自面積計算的比率在該地段提供停車位，供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛，屬於該地段上已建或擬建作住宅用途的建築物或建築物的部分之住戶和他們的真正來賓、訪客或獲邀者(以下稱為「住宅停車位」)，使署長滿意(除非署長同意按不同於下列表格的比率或數目計算)：

每個住宅單位的面積	擬提供的住宅停車位數目
少於40平方米	每33.3個住宅單位或其中部分配置一個停車位
不少於40平方米，但少於70平方米	每19.2個住宅單位或其中部分配置一個停車位
不少於70平方米，但少於100平方米	每6.3個住宅單位或其中部分配置一個停車位
不少於100平方米，但少於130平方米	每2.4個住宅單位或其中部分配置一個停車位
不少於130平方米，但少於160平方米	每1.8個住宅單位或其中部分配置一個停車位
不少於160平方米	每1.4個住宅單位或其中部分配置一個停車位

- (ii) 在本特別條件(a)(i)款中擬提供的停車位總數應是根據本特別條件(a)(i)款的表格列明每個住宅單位的面積計算各個住宅停車位數目的總數。就本文件而言，「每個住宅單位面積」一詞在總樓面面積方面指以下(I)及(II)的總數：
 - (I) 該單位住戶獨有使用與享用的住宅單位總樓面面積，從該單位的圍牆或護牆外面測量，除了分隔兩個連接單位的圍牆，在該情況下，須從該等牆壁的中心點測量並包括該單位內的內部分隔牆及支柱，但是為免存疑，不包括該單位內沒有列入本文件特別條件第(12)(c)(i)條和(12)(c)(ii)條指定的總樓面面積的所有樓面面積；及

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(II) 與每個住宅單位成比例的住宅公用地方(按下文界定)的整體樓面總面積，即是在住宅單位圍牆外面供該地段已建或擬建發展項目的住宅部分的所有住戶共同使用與享用的住宅公用地方的總樓面面積。為免存疑，不包括沒有列入計算本文件特別條件款第(12)(c)(i)條和(12)(c)(ii)條指定的有關總樓面面積(該住宅公用地方以下稱為「住宅公用地方」)的所有樓面面積，在計算時須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的整體樓面總面積} \times \frac{\text{按本特別條件(a)(ii)(I)款計算的有關住宅單位的總樓面面積}}{\text{按本特別條件(a)(ii)(I)款計算所有住宅單位的整體樓面總面積}}$$

(iii) 必須按下列比率在該地段提供額外的停車位，供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛，屬於該地段上已建或擬建作住宅用途的建築物之住戶的真正來賓、訪客或獲邀者，惟在該地段內至少提供兩個該等停車位：

(I) 該地段上已建或擬建提供超過75個住宅單位的任何住宅單位大廈須按每幢住宅單位大廈1個停車位之比率提供；及

(II) 按署長批准的其他比率提供。

(iv) 按本特別條件(a)(i)和(a)(iii)款(可能會按批地文件特別條件第(26)條分別作出調整)提供的停車位不得用作本特別條件指定的用途以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。

(b) (i) 在該地段、建築物部分或建築物上已建或擬建作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的建築物的總樓面面積的每300平方米或其中部分配置一個停車位，供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛，使署長滿意。

(ii) 在計算按本特別條件(b)(i)款的停車位數目時，不得包括用作泊車、裝卸用途的任何樓面面積。

(iii) 按本特別條件(b)(i)款(可能會按批地文件特別條件第(26)條更改)提供的停車位不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛，屬於該地段上已建或擬建作本款指定各別用途的建築物或建築物的部分之佔用人和他們的真正來賓、訪客或獲邀者以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。

(c) (i) 按本特別條件(a)(i)、(a)(iii)及(b)(i)款(可能會按批地文件特別條件第(26)條分別地更改)提供的停車位中，承批人須按建築事務監督要求及批准保留與指定停車位，供《道路交通條例》、其下的規例或任何修訂法例界定的殘疾人士停泊車輛(以下稱為「殘疾人士停車位」)，但是必須在按本特別條件(a)(iii)款(可能會按批地文件特別條件第(26)條更改)提供的停車位中保留與指定至少1個停車位，承批人不能保留或指定按本特別條件(a)(iii)款(可能會按批地文件特別條件第(26)條更改)提供的全部停車位作為殘疾人士停車位：

(ii) 殘疾人士停車位不得用作《道路交通條例》、其下的規例或任何修訂法例界定的殘疾人士停泊車輛，並且屬於該地段上已建或擬建的建築物之住戶或佔用人和他們的真正來賓、訪客或獲邀者以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示或作汽車出售或其他用途或提供汽車清潔及美容服務。

(d) (i) 除非署長同意其他的比率，必須按下列比率在該地段內提供署長認為滿意的停車位，供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的電單車：

(I) 本特別條件(a)(i)款(可能會按批地文件特別條件第(26)條更改)要求提供的全部停車位的0.7% (以下稱為「住宅電單車停車位」)；及

(II) 本特別條件(b)(i)款(可能會按批地文件特別條件第(26)條更改)要求提供的全部停車位的5%；

如果按本第(d)(i)款提供的車位數目是小數，則須四捨五入取其整數。

(ii) 住宅電單車停車位(可能會按批地文件特別條件第(26)條更改)不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的電單車，屬於該地段上已建或擬建作私人住宅用途的建築物或建築物的部分之住戶和他們的真正來賓、訪客或獲邀者以外的任何用途，及特別是上述停車位不得用作車輛存放、陳列或展示或作車輛出售或其他用途或提供車輛清潔及美容服務。

(iii) 按本特別條件(d)(i)(II)款提供(可能會按批地文件特別條件第(26)條更改)的停車位不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的電單車，屬於該地段上已建或擬建作本特別條件(b)(i)款指定用途的建築物或建築物的部分之佔用人和他們的真正來賓、訪客或獲邀者以外的任何用途，及特別是上述停車位不得用作車輛存放、陳列或展示或作車輛出售或其他用途或提供車輛清潔及美容服務。

(e) (i) 除殘疾人士停車位外，按本特別條件第(a)(i)、(a)(iii)及(b)(i)款(可能會按批地文件特別條件第(26)條分別作出更改)提供的每個停車位的面積須為2.5米闊 乘 5.0米長，以及至少2.4米高。

(ii) 殘疾人士停車位的面積由建築事務監督要求及批准。

(iii) 按本特別條件(d)(i)(I)和(b)(i)(II)款(可能會按批地文件特別條件第(26)條作出更改)提供的每個停車位的面積須為1.0米闊 乘2.4米長，以及至少2.4米高或署長可批准的其他至少高度。”

19. 批地文件特別條件第(25)條規定：

“(a) 必須按下列比率在該地段內提供車位供貨車裝卸，使署長滿意：

(i) 該地段已建或擬建作私人住宅用途的建築物或其部分內每800個住宅單位或其中部分配置一個貨車裝卸位或署長可批准的其他比率，惟在該地段已建或擬建每幢住宅單位大廈至少提供，一個貨車裝卸位，該貨車裝卸位須設在每幢住宅單位大廈旁邊或之內；及

(ii) 在該地段上已建或擬建作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的建築物或其部分的總樓面面積的每1,200平方米或其中部分配置一個貨車裝卸位。

(b) 按本特別條件(a)(i)和(a)(ii)款提供的每個裝卸區尺寸(可能會按批地文件特別條件第(26)條更改)應為3.5米闊和7.0米長，以及至少3.6米高或署長可批准的其他至少高度。按本特別條件各款提供的裝卸區不得用作其提述的建築物或建築物的部分有關的貨車裝卸以外的任何用途。

(c) 在計算按本特別條件(a)(ii)款的貨車裝卸位時，不包括按本文件特別條件第(24)條使用和本特別條件規定(可能會按批地文件特別條件第(26)條作出更改)裝卸用途的任何樓面面積。”

Summary of land grant

批地文件的摘要

20. 批地文件特別條件第(26)條規定：

- “(a) 即使本文件特別條件第(24)(a)(i)、(24)(a)(iii)、(24)(b)(i)、(24)(d)(i)(I)、(24)(d)(i)(II)及(25)(a)款有所規定，承批人可以增加該等特別條件要求提供的有關停車位數量不超過5%，但是因此增加或減少的停車位總數不得超過50。
- (b) 除了本特別條件(a)款規定外，承批人可以(不計本特別條件(a)款的停車位)增加或減少本文件特別條件第(24)(a)(i)和(24)(d)(i)(I)款要求提供的有關停車位數量不超過5%。”

21. 批地文件特別條件第(28)條規定：

- “(a) 即使已遵守與履行本文件並使署長滿意，住宅停車位及住宅電單車停車位不得
- (i) 轉讓，除非
 - (I) 連同該地段內的不分割份數及獨有使用及管有該地上段已建或擬建作私人住宅用途的大廈或大廈的部分的住宅單位的權利；或
 - (II) 給已經是該地段內的不分割份數及獨有使用及管有該地段上已建或擬建作私人住宅用途的大廈或大廈的部分的住宅單位的權利的業主之人士；或
 - (ii) 分租，除非給該地段已建或擬建作私人住宅用途的大廈或大廈的部分的住宅單位的住戶。

但是在任何情況下，不得轉讓或分租總數超過三個住宅停車位和住宅電單車停車位給予該地段已建或擬建作私人住宅用途的大廈或大廈的部分的任何一個住宅單位的業主或住戶。

- (b) 即使本特別條件(a)款有所規定，經署長的預先書面同意，承批人可以轉讓所有整個的住宅停車位及住宅電單車停車位僅給承批人全資擁有的附屬公司。
- (c) 本特別條件(a)款不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 本特別條件(a)和(b)款不適用於殘疾人士停車位。”

22. 批地文件特別條件第(31)條規定：

“未經署長事先書面批准，承批人不得切割、移走或後移任何與該地段相鄰或毗連的政府土地或在任何政府土地上進行任何類型的堆積、堆填或任何斜坡處理工程，署長可以自行酌情給予同意，施加其認為合適的條件及條件，包括按其決定的地價授予額外的政府土地作為該地段的延伸段。”

23. 批地文件特別條件第(32)條規定：

- “(a) 如果任何土地需要或已經被分割、排除或後移或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該土地內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或承批人按本文件需要進行的任何其他工程或作任何其他用途，承批人須自費進行與修建該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後必要的其他工程，以便保護與支撐該地段和任何相鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。承批人須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。
- (b) 本特別條件(a)款不能影響本文件，特別是批地文件特別條件第(31)條賦予政府的權利。
- (c) 倘若因為或由於任何構建、平整、開發或承批人進行的其他工程或任何其他原因在任何時候造成塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何相鄰或毗連政府土地或出租土地，承批人須自費進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷造成政府、其代理人及承辦商承受、遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌償。
- (d) 除了批地文件規定對違反本文件的任何其他權利或濟助外，署長有權發出書面通知要求承批人進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承批人忽略或未能在通知指定的時期內執行該通知的要求，使署長滿意，署長可立即執行與進行任何必要工程。承批人須在要求時立即歸還政府因此產生的費用連同任何行政費、專業費用及開支。”

24. 批地文件特別條件第(33)條規定：

“如果在開發或重建該地段或其中任何部分時已安裝預應力地樁，承批人須在預應力地樁的服務年限期間定期保養與定期檢查預應力地樁，使署長滿意並在署長不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果承批人忽略或未能進行上述檢驗工程，署長可立即執行與進行上述檢驗工程。承批人須在要求時歸還政府因此產生的費用。”

25. 批地文件特別條件第(34)條規定：

- “(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材(以下稱為「廢料」)到公共行人徑、道路或路渠、前濱、海床、污水渠、雨水渠、排水渠或溝渠或其他政府物業(以下為稱「政府物業」)，承批人須自費清理該等廢料並修復對政府物業造成的損壞。承批人須對上述腐蝕、沖洗或棄置對私人物業造成的任何損壞或滋擾及引致的一切訴訟、索償及要求賠償政府。
- (b) 即使本特別條件(a)款有所規定，署長可以(但沒有責任)應承批人要求清理上述廢料和修復對政府物業造成的損壞。承批人須在要求時支付因此產生的費用。”

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批地文件的摘要

26. 批地文件特別條件第(35)條規定：

“承批人須在一切時候，特別是在進行任何拆除、移除、建築、保養、翻新或維修工程(以下稱為「工程」)期間，採取或促使他人採取一切適當及充分的關注、技巧及預防措施，避免對該土地或其中任何部分或綠色範圍或它們全部之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱「服務」)造成任何損壞。承批人在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及程度，並提交處理任何服務一切方面的書面建議給署長，供他審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長對服務的任何要求和承擔符合該等要求所支出的費用，包括任何必要的改道、重鋪或修復的費用。承批人必須自費在一切方面維修、彌補及修復在進行上述工程時對該土地或綠色範圍或其全部或該等服務以任何方式造成的任何損壞、干擾或阻塞(除了明渠、污水渠、雨水渠、排水渠或總水喉須由署長負責修復外，除非署長另作選擇，承批人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承批人未能對該地段或其任何部分或綠色範圍或其全部或任何該等服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、彌補或修復工程，承批人須在要求時向政府支付該等工程的費用。”

27. 批地文件特別條件第(36)條規定：

“(a) 承批人須自費在署長認為必要時建造與保養不論在該地段邊界內或在政府土地上的排水渠及渠道，使署長滿意，以便截斷與引導該地段的一切下降或流動至該地段的暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建及試用)的工程可由署長進行，但署長無須就因此產生的任何損失或損害對承批人負責。承批人須在要求時向政府支付上述連接工程的費用。或者，該等連接工程可以按署長滿意的方式由承批人自費進行。在該情況下，上述連接工程的任何一段若在政府土地內修建，必須由承批人自費保養，直至要求時由承批人移交給政府，由政府出資負責其後的保養。承批人須在要求時向政府支付有關上述連接工程的技術檢查之費用。若承批人未能保養上述連接工程的任何一段，署長可進行該等其認為必需的工程，承批人須在要求時向政府支付該等工程的費用。”

28. 批地文件特別條件第(39)條規定：

“(a) 承批人須在本協議之日期起的6個曆月(或署長可批准的其他延長期限)內自費提交或安排他人提交一份開發該地段的噪音影響評估(以下稱為「噪音影響評估」)給環境保護署署長作書面審批，在一切方面使環境保護署署長滿意。該評估除了其他事項外，須載有環境保護署署長可要求的資料，包括但不限於開發該地段的一切不利的噪音影響和建議採取適當的噪音緩解措施(以下為稱「噪音緩解措施」)。

(b) 承批人須在環境保護署署長指定的期限內自費進行與實施噪音影響評估建議並經環境保護署署長批准的噪音緩解措施(以下稱為「經批准噪音緩解措施」)，在一切方面使環境保護署署長滿意。

(c) 在環境保護署署長沒有書面批准噪音影響評估之前，不得在該地段或其中任何部分展開建築工程(拆遷工程、土地勘探及地盤平整工程除外)。就本特別條件而言，“土地勘探”和“地盤平整工程”按《建築物條例》、其下的任何規例及任何修訂法例界定。

(d) 為免存疑和在不影響本文件一般條件第2和3條的概括性的原則的情況下，承批人特此明文承認與同意，他須自行負責自費履行已批准的噪音緩解措施，在一切方面使環境保護署署長滿意。政府及其官員對履行本特別條件或其他情況產生或附帶和造成承批人蒙受的任何費用、損害或損失無須承擔任何責任或義務。承批人不得對任何費用、損害及損失向政府或其官員要求索償。”

29. 批地文件特別條件第(40)條規定：

“倘若已批准的噪音緩解措施包括在該地段上搭建或興建伸展超出該地段的邊界和在毗鄰政府土地任何部分之上或上方的隔音屏障(以下稱為「隔音屏障」)，下列條件適用：

(a) 承批人須按建築署批准的圖則自費設計、搭建及建造隔音屏障，在一切方面符合建築物條例、其下的任何法例及任何修訂條例；

(b) 不可在任何毗鄰該地段的政府土地及毗鄰地段之上、上方或之下搭建噪音屏障的地基及承建物；

(c) 未經署長的預先書面批准，不得在隔音屏障或其中任何部分之處或之上固定或作出任何更改、增建、更換或連接；

(d) 承批人須在任何時候自費維護、保養及維修隔音屏障或(如果署長批准)更換，使其處於良好的維修狀態，在一切方面使署長滿意。如果按本(d)款進行任何工程需要臨時封閉交通或改道，必須取得運輸署署長對臨時交通安排的書面同意，才能展開任何工程；

(e) 隔音屏障不得用作隔音屏障之用途以外的任何用途。未經署長的事先書面同意，承批人不得使用或准許或容許他人使用隔音屏障或其中任何部分作張貼廣告或展示任何標誌、通告或海報之用；

(f) 經署長的預先書面批准，承批人、其承辦商、工人或承批人授權的任何其他人士可帶上或不帶工具設備、機械、機器或車輛進入該地段毗鄰的政府土地，旨在按本特別條件進行搭建、建造、視察、維修、保養、清潔、翻新及更換伸展到政府土地上的隔音屏障之部分；

(g) 政府對承批人或任何其他人士進入或進行本特別條件(f)款提及的工程所產生或附帶和造成他們蒙受任何損失、損害、滋擾或干擾無須承擔任何責任或義務，以及承批人不能對該等損失、損害、滋擾或干擾向政府及其官員要求任何索償；

(h) 承批人須在任何時候採取必要的預防措施，防止因為搭建、建造、維修、保養、更改、翻新、更換、使用、拆除或移除隔音屏障對毗鄰該地段的政府土地和隔音屏障或進入或使用毗鄰該地段的政府土地和隔音屏障的任何人士或車輛造成的任何損害或損傷；

(i) 署長有權在任何時候完全酌情向承批人發出一封書面通知，要求承批人在收到該書面通知後，在通知日起的六個曆月內拆除與移除伸展到政府土地上面的隔音屏障的部分，不得作出任何更換。承批人須在上述書面通知指定的時間內自費拆除與移除上述隔音屏障部分，在一切方面使署長滿意；

(j) 倘若沒有履行本特別條件規定的承批人的責任，署長可進行必要的工程，而承批人須在要求時向署長支付上述工程的費用；

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- (k) 承批人須在無償條件下，准許署長、其官員、承辦商、工人或署長授權的任何其他人士在任何時間內帶上或不帶工具、設備、機械、機器或車輛自由及不受阻礙出入及再出入該地段或其中任何部分或在其上已建或擬建的任何建築物，旨在視察、檢查及監管按本特別條件(a)、(d)及(i)款進行的任何工程和按本特別條件(j)款進行的任何工程或署長認為必要的任何其他工程；
- (l) 政府或署長對承批人履行在本特別條件下的責任、署長行使本特別條件(k)款的進入權或按本特別條件(j)款進行的任何工程產生或附帶和造成承批人或任何其他人士蒙受的任何損失、損害、滋擾或干擾無須承擔任何責任或義務。承批人無權就上述損失、損害、滋擾或干擾向政府或署長或其授權的官員索償或要求補償；及
- (m) 承批人須在一切時候對搭建、建造、展示、維修、保養、更改、翻新、更換、使用、拆除或移除隔音屏障或進行本特別條件(j)款規定的工程直接或間接有關或造成的一切責任、損失、損害、索償、費用、開支、費用、要求、訴訟或其他任何司法程序彌償及保障政府、署長、他的官員、承辦商、代理人、其工人或署長授權的任何其他人士。”

30. 批地文件特別條件第(41)條規定：

- “(a) 承批人須在本協議之日期起的六個曆月內(或署長可批准的其他延長時期內)自費提交或安排他人提交一份排污影響評估(以下簡稱「排污影響評估」)給環境保護署署長作出書面審批，在一切方面使環境保護署署長滿意。除其他事項外，上述排污影響評估須載有環境保護署署長要求的資料及詳情，包括但不限於開發該地段可能產生的一切不利的排污影響和緩解措施、改善工程及其他措施及工程的建議。
- (b) 承批人須在環境保護署署長指定的時限內自費進行及實施排污影響評估的建議，在一切方面使環境保護署署長滿意。
- (c) 排污影響評估的技術方面須由具有土木工程專業學科資格的香港工程師學會的會員或特許土木工程師進行。
- (d) 在環境保護署署長沒有書面批准排污影響評估之前，不得在該地段或其中任何部分展開建築工程(拆遷工程、土地勘探及地盤平整工程除外)。就本特別條件而言，“土地勘探”和“地盤平整工程”按《建築物條例》、其下的任何規例及任何修訂法例界定。
- (e) 為免存疑和在不影響本批地文件一般條件第2和3條的概括性原則的情況下，承批人特此明文承認及同意他須獨自負責並自費實施排污影響評估而環保署署長批准的建議，在一切方面使環境保護署署長滿意。政府及其官員對承批人履行本特別條件或其他條件的責任所產生或附帶和造成承批人蒙受任何費用、損害或損失無須承擔任何責任或義務，以及承批人無權就上述費用、損害或損失向政府及其官員要求任何索償。”

31. 批地文件特別條件第(42)條規定：

“不得在該地段搭建或製造墳墓或骨灰龕，亦不得在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。”

註：詳情請參閱批地文件。完整的批地文件可在辦公時間內於售樓處應要求提供免費查閱，並可於支付必要的影印費後索取其副本。

就「批地文件的摘要」本節而言，「承批人」指市區重建局，並在上下文義允許或需要下，包括它的繼承人及受讓人；「政府」指香港特別行政區政府；「署長」指地政總署署長；「香港」指香港特別行政區及「本文件」指並包括批地文件的一般及特別條件。

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; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors.
 - (d) In the case of paragraph(c)(ii)above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (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；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 - (d) 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 space from the date of the Land Grant up to and including the date of completion of the sale and purchase of that parking spaces.

賣方將會/已繳付有關該停車位之地稅由批地文件之日期起計直至該停車位買賣完成日(包括該日)為止。

Miscellaneous payments by purchaser

買方的雜項付款

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

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

Defect liability warranty period

欠妥之處的保養責任期

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

凡買方所購的停車位有欠妥之處，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

Not applicable

不適用

Additional Information

附加資料

1. The purchaser is required to agree with the vendor in the agreement for sale and purchase 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停車位、或轉售該停車位、或轉移該停車位的買賣合約的權益。
 2. 如停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餘款額。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
7 November 2019	6-7	Layout is updated according to the latest approved building plans
11 June 2020	6	Layout is updated according to the latest approved building plans
30 July 2020	6	Layout is updated according to the latest approved building plans
27 August 2020	3	Status of 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 is updated
10 November 2020	2	Status of the development is updated
4 February 2021	2	Status of the development is updated
22 April 2021	2	Status of the development is updated
	9	Status of the deed of mutual covenant is updated

檢視/修改日期	所作修改	
	頁次	所作修改
2019年11月7日	6-7	根據最新經批准的建築圖則更新布局
2020年6月11日	6	根據最新經批准的建築圖則更新布局
2020年7月30日	6	根據最新經批准的建築圖則更新布局
2020年8月27日	3	更新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的狀況
2020年11月10日	2	更新發展項目的狀況
2021年2月4日	2	更新發展項目的狀況
2021年4月22日	2	更新發展項目的狀況
	9	更新公契的狀況

