DEEP WATER PAVILIA

澈晨

SALES BROCHURE FOR PARKING SPACE

車位銷售說明書

DEEP WATER PAVILIA

澈晨

Information on the phase
期數的資料

Name of the Phase of the Development
Phase 5A of THE SOUTHSIDE known as "DEEP WATER PAVILIA" ("the Phase")

Postal address of the Phase as confirmed with the Commissioner of Rating and Valuation
11 Heung Yip Road

Remark: The above provisional street number is subject to confirmation when the Phase is completed.

The Phase is a completed phase pending compliance
1. The date estimated to be the date on which the conditions of the land grant are complied with in respect of the Phase ("the estimated material date"), as provided by the authorized person for the Phase is 30 November 2026.
2. The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase.
3. For the purpose of the agreement for sale and purchase, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be) without limiting any other means by which the completion of the Phase may be proved.

發展項目期數名稱
港島南岸的第5A期稱為「澋晨」(簡稱「期數」)

經差餉物業估價署署長確定期數的郵寄地址
香葉道11號

備註：上述臨時門牌號數有待期數落成時確認。

本期數屬尚待符合條件的已落成期數
1. 由期數的認可人士提供的預計批地文件的條件就期數而獲符合的日期(「預計關鍵日期」)為2026年11月30日。
2. 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
3. 為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成(視屬何情況而定)的確證。

Information on vendor and others involved in the phase
賣方及有參與期數的其他人的資料

Vendor
MTR Corporation Limited

賣方
香港鐵路有限公司

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 Phase ("Development Partner")
Kayson Limited

賣方聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士(「發展伙伴」)
健昕有限公司

Holding company of the Development Partner
King Empire International Limited

發展伙伴的控權公司
King Empire International Limited

The authorized person for the Phase
Mr. Wong Chi Kin Kenneth

期數的認可人士
黃智健先生

The firm or corporation of which an authorized person for the Phase is a proprietor, director or employee in his or her professional capacity
Ronald Lu & Partners (Hong Kong) Limited

期數的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團
呂元祥建築師事務所(香港)有限公司

Building contractor for the Phase
Chevalier (Construction) Company Limited

期數的承建商
其士(建築)有限公司

The firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Phase
Deacons
Gallant
Kao, Lee & Yip
Slaughter and May
Howse Williams
Iu, Lai & Li

就期數中的停車位的出售而代表賣方行事的律師事務所
的近律師行
何耀棣律師事務所
高李葉律師行
司力達律師樓
何韋律師行
姚黎李律師行

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 Phase
DBS Bank (Hong Kong) Limited
Industrial Bank Co., Ltd., Hong Kong Branch
Bank of China (Hong Kong) Limited
Chiyu Banking Corporation Limited
Fubon Bank (Hong Kong) Limited
China Everbright Bank Co., Ltd., Hong Kong Branch
Bank of Communications Co., Ltd., Hong Kong Branch

已為期數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
星展銀行(香港)有限公司
興業銀行股份有限公司香港分行
中國銀行(香港)有限公司
集友銀行有限公司
富邦銀行(香港)有限公司
中國光大銀行股份有限公司香港分行
交通銀行股份有限公司香港分行

Any other person who has made a loan for the construction of the Phase
Spotview Development Limited
Max Reward Developments Limited
Porthead Holdings Limited
Hibright Limited

已為期數的建造提供貸款的任何其他人
精景發展有限公司
Max Reward Developments Limited
Porthead Holdings Limited
希耀有限公司

Relationship between parties involved in the phase
有參與期數的各方的關係

(a)	The vendor or the Development Partner or a building contractor for the Phase is an individual, and that vendor or Development Partner or contractor is an immediate family member of an authorized person for the Phase 賣方或發展伙伴或期數的承建商屬個人，並屬期數的認可人士的家人	Not Applicable 不適用
(b)	The vendor or the Development Partner or a building contractor for the Phase is a partnership, and a partner of that vendor or Development Partner or contractor is an immediate family member of such an authorized person 賣方或發展伙伴或期數的承建商屬合夥，而該賣方或發展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 Development Partner or a building contractor for the Phase is a corporation, and a director or the secretary (company secretary) of that vendor or Development Partner or contractor (or a holding company of that vendor or Development Partner) is an immediate family member of such an authorized person 賣方或發展伙伴或期數的承建商屬法團，而該賣方或發展伙伴或承建商 (或該賣方或發展伙伴的控權公司) 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 Development Partner or a building contractor for the Phase is an individual, and that vendor or Development Partner or contractor is an immediate family member of an associate of such an authorized person 賣方或發展伙伴或期數的承建商屬個人，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 Development Partner or a building contractor for the Phase is a partnership, and a partner of that vendor or Development Partner or contractor is an immediate family member of an associate of such an authorized person 賣方或發展伙伴或期數的承建商屬合夥，而該賣方或發展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 Development Partner or a building contractor for the Phase is a corporation, and a director or the secretary (company secretary) of that vendor or Development Partner or contractor (or a holding company of that vendor or Development Partner) is an immediate family member of an associate of such an authorized person 賣方或發展伙伴或期數的承建商屬法團，而該賣方或發展伙伴或承建商 (或該賣方或發展伙伴的控權公司) 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 Development Partner or a building contractor for the Phase is an individual, and that vendor or Development 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 Phase 賣方或發展伙伴或期數的承建商屬個人，並屬就期數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 Development Partner or a building contractor for the Phase is a partnership, and a partner of that vendor or Development 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 Phase 賣方或發展伙伴或期數的承建商屬合夥，而該賣方或發展伙伴或承建商的合夥人屬就期數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 Development Partner or a building contractor for the Phase is a corporation, and a director or the secretary (company secretary) of that vendor or Development Partner or contractor (or a holding company of that vendor or Development Partner) is an immediate family member of a proprietor of such a firm of solicitors 賣方或發展伙伴或期數的承建商屬法團，而該賣方或發展伙伴或承建商 (或該賣方或發展伙伴的控權公司) 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 Development Partner, a holding company of the Development Partner, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, Development Partner, holding company or contractor 賣方、賣方的控權公司、發展伙伴、發展伙伴的控權公司或期數的承建商屬私人公司，而期數的認可人士或該認可人士的有聯繫人士持有該賣方、發展伙伴、控權公司或承建商最少10%的已發行股份	No 否

Relationship between parties involved in the phase
有參與期數的各方的關係

(k)	The vendor, a holding company of the vendor, the Development Partner, a holding company of the Development Partner, or a building contractor for the Phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, Development Partner, holding company or contractor 賣方、賣方的控權公司、發展伙伴、發展伙伴的控權公司或期數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、發展伙伴、控權公司或承建商最少1%的已發行股份	No 否
(l)	The vendor, the Development Partner or a building contractor for the Phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that vendor, Development Partner or contractor or of a holding company of that vendor or Development Partner 賣方、發展伙伴或期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、發展伙伴或承建商或該賣方或發展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 Development Partner or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor, Development Partner or contractor 賣方、發展伙伴或期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方、發展伙伴或承建商的僱員	Not Applicable 不適用
(n)	The vendor, a holding company of the vendor, the Development Partner, a holding company of the Development Partner, or a building contractor for the Phase, 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 Phase holds at least 10% of the issued shares in that vendor, Development Partner, holding company or contractor 賣方、賣方的控權公司、發展伙伴、發展伙伴的控權公司或期數的承建商屬私人公司，而就該期數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、發展伙伴、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 Development Partner, a holding company of the Development Partner, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, Development Partner, holding company or contractor 賣方、賣方的控權公司、發展伙伴、 發展伙伴的控權公司或期數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、 發展伙伴、 控權公司或承建商最少1%的已發行股份	No 否
(p)	The vendor, the Development Partner or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that vendor, Development Partner or contractor or of a holding company of that vendor or Development Partner 賣方、發展伙伴或期數的承建商屬法團，而上述律師事務所的經營人屬該賣方、發展伙伴或承建商或該賣方或發展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 Development Partner or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor, Development Partner or contractor 賣方、發展伙伴或期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方、發展伙伴或承建商的僱員	Not Applicable 不適用
(r)	The vendor, the Development Partner or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that vendor, Development Partner or contractor or of a holding company of that vendor or Development Partner 賣方、發展伙伴或期數的承建商屬法團，而期數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、發展伙伴或承建商或該賣方或該發展伙伴的控權公司的有聯繫法團	No 否
(s)	The vendor, the Development Partner or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that vendor, Development Partner or of a holding company of that vendor or Development Partner 賣方、發展伙伴或期數的承建商屬法團，而該承建商屬該賣方、發展伙伴或該賣方或該發展伙伴的控權公司的有聯繫法團	No 否

Floor plans of parking spaces in the phase
期數中的停車位的樓面平面圖

3/F
3樓

Legend
圖例

- Residential car parking space
  住宅停車位
- Residential car parking space for disabled persons
  住宅傷殘人士停車位
- Residential motor cycle parking space
  住宅電單車停車位
- Parking space for refuse collection vehicle
  垃圾車停車位
- Boundary line of Phase 5 of the Development
  發展項目第5期的邊界線

Scale :
比例 :
米/M
0
25

Floor plans of parking spaces in the phase
期數中的停車位的樓面平面圖

Podium Floor
平台層

N

Legend
圖例

- Visitors' car parking space (cum parking space for disabled persons)
  訪客停車位 (暨傷殘人士停車位)
- Visitors' motor cycle parking space
  訪客電單車停車位
- Loading and unloading space
  上落貨停車位
- Boundary line of Phase 5 of the Development
  發展項目第5期的邊界線

Scale :
比例 :
米/M
0
25

Floor plans of parking spaces in the phase
期數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 spaces 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）
	3/F 3樓	Podium Floor 平台層			
Residential car parking space 住宅停車位	119	-	R051-R096; R098-R170	5.0 x 2.5	12.5
Residential motor cycle parking space 住宅電單車停車位	7	-	M01-M07	2.4 x 1.0	2.4
Residential car parking space for disabled persons 住宅傷殘人士停車位	1	-	R097	5.0 x 3.5	17.5
Visitors' motor cycle parking space 訪客電單車停車位	-	1	VM1	2.4 x 1.0	2.4
Visitors' car parking space (cum parking space for disabled persons) 訪客停車位 (暨傷殘人士停車位)	-	2	V1-V2	5.0 x 3.5	17.5
Loading and unloading space 上落貨停車位	-	1	L1	11.0 x 3.5	38.5
Parking space for refuse collection vehicle 垃圾車停車位	1	-	-	12.0 x 5.0	60.0

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. 買方在簽署該臨時合約時支付的臨時訂金，會由代表賣方行事的律師事務所以保證金保存人的身分持有。

3. 如買方沒有於訂立該臨時合約的日期之後的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

Summary of the provisions of the Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.22122801700021 ("the PDMC") and the draft Sub-Deed of Mutual Covenant and Management Agreement of Phase 5 comprising Phase 5A ("the Phase") and Phase 5B ("the SDMC") that deal with the following matters -

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

Floor	Car Parking Spaces in the Phase	No. of undivided shares allocated to each Car Parking Space in the Phase
3/F	Car Parking Spaces Nos. R051 to R096 and R098 to R170	125
	Motor Cycle Parking Spaces Nos. M01 to M07	24

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

1. Subject to Clause 5(b)(II) of Section J of the PDMC, the Owners (save and except the Owner of the Government Accommodation and MTR as Owner of the Station and the Depot) shall contribute towards the Management Charges in the following manner :-

   (i) all Owners of Units in the Estate (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the Estate Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Estate;

   (ii) the Owners of the Units in each Phase (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the relevant Phase Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to that Phase PROVIDED THAT where the Manager prepares sub-sub-budgets for a Phase or any part of it, only the expenses which are attributable to that Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-sub-budget shall be paid by the Owners of Units (save and except the Owner of the Government Accommodation) covered by such a sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-sub-budget.

2. Notwithstanding anything contained in the PDMC to the contrary, the Owner of the Station and the Depot shall share, and contribute to, (i) the costs and expenses of the Estate Common Areas and Facilities Management Sub-Budget in so far as the same is attributable to the maintenance and management of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise and (ii) the expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area but not otherwise in the proportion that the construction gross floor area of the Station and the Depot bears to the total of the construction gross floor area of the Station and the Depot and the construction gross floor areas of all those parts of the Estate which have been completed for the time being ("**the Construction GFA of the Completed Estate**"). The Manager shall prepare a sub-sub-budget under the Estate Common Areas and Facilities Management Sub-Budget showing the estimated annual costs and expenses for the management and maintenance of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area and such expenditure for major works of a capital nature or of a kind not expected to be incurred annually in respect of the Green Area, the Structures, the Stippled Green Area, the Stippled Green Area Structures and the Passage Area for the ensuing year and a copy of such sub-budget shall be sent to the Owner of the Station and the Depot for its information. For the aforesaid purpose, the construction gross floor area of the Station and the Depot is 53,726 m^2 and the "Construction GFA of the Completed Estate" shall mean the actual gross floor area of the completed part(s) of the Estate irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant as certified by the authorized person(s) for the Estate or the relevant Phase.

3. For the avoidance of doubt, the management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 5B before MTR assigns any Unit in Phase 5B shall be borne by MTR solely so that the Owners of Units in the completed parts of Phase 5 as at the date of the SDMC (i.e. Phase 5A) shall not be liable for the payment of any management and maintenance expenses in relation to the Common Areas and the Common Services and Facilities in Phase 5B before MTR assigns any Unit in Phase 5B.

C. Basis on which the management fee deposit is fixed

The amount of management fee deposit is equivalent to three (3) months' Management Charges.

Note: Unless otherwise defined in this Sales Brochure for Parking Space, capitalized terms used in the above shall have the same meaning of such capitalized terms used in the PDMC and the SDMC.

Summary of deed of mutual covenant
公契的摘要

在土地註冊處以註冊摘要第22122801700021 號登記的主公契及管理協議(「主公契」) 及第 5 期 (包括第 5A 期 (「期數」)及第 5B 期) 的副公契及管理協議擬稿(「副公契」)就以下事項作出的相關條文摘要–

A. 分配予期數中的每個停車位的不分割份數的數目

樓層	**期數中的停車位**	**分配予期數中的每個停車位的不分割份數的數目**
3樓	停車位 編號 R051 至 R096 和 R098 至 R170	125
	電單車停車位 編號M01 至 M07	24

B. 管理開支按甚麼基準在期數中的停車位的擁有人之間分擔

1. 受限於主公契J章第5(b)(II)條，業主(政府樓宇業主及港鐵作為車站及車廠業主除外)須按下列方式分擔管理費：

   (i) 所有屋苑單位業主(政府樓宇業主除外)須按他們擁有的單位獲分配的管理份數佔屋苑的總管理份數之比例分擔屋苑公用地方及設施管理副預算的開支；

   (ii) 每一期數的單位業主(政府樓宇業主除外)須按他們擁有的單位獲分配的管理份數佔有關期數的總管理份數之比例分擔有關期數的管理副預算的開支，但須以下列條件作為前提：管理人就一個期數或其任何部分擬備分副預算時，只按上述方法分擔與該期數整體有關的開支，分副預算下的開支則由分副預算包含的單位的業主(政府樓宇業主除外)按他們擁有的單位獲分配的管理份數佔分副預算下包含的單位的總管理份數之比例分擔。

2. 即使主公契另有規定，車站及車廠的業主須分擔 (i) 屋苑公用地方及設施管理副預算的成本及支出，但僅限於因綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的保養及管理引致的成本及支出，及 (ii) 有關綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍而非其他部分的資本性質的主要工程或並非預期每年支出的開支，並作出供款，計算基準為車站及車廠的建築樓面總面積佔車站及車廠的建築樓面總面積加屋苑所有當時已落成部分的建築樓面總面積(「**已落成的屋苑建築樓面總面積**」)的比例。管理人須於屋苑公用地方及設施管理副預算下準備分副預算，以顯示來年就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的保養及管理的預計年度成本及支出，及就綠色範圍、該等構築物、綠色圓點範圍、綠色圓點範圍構築物及通道範圍的資本性質的主要工程或並非預期每年支出的該等開支，並將一份分副預算的副本送遞予車站及車廠的業主供其參考。就本分條而言，車站及車廠的建築樓面總面積為53,726平方米，而「已落成的屋苑建築樓面總面積」指認可人士就屋苑或相關期數的核證的屋苑已落成部分的實際樓面總面積，不論該樓面總面積於《建築物條例》或批地文件下是否計入樓面總面積。

3. 為免生疑問，於港鐵轉讓第5B期中的任何單位之前，與第5B期中的公用地方及公用服務和設施相關的管理和保養費用應由港鐵單獨承擔，所以於副公契日期當日，任何在第5期已完成部分(即第5A期)的單位的業主無須負責在港鐵轉讓第5B期任何單位之前支付與第5B期中的公用地方及公用服務和設施相關的任何管理和保養費用。

C. 計算管理費按金的基準

管理費按金金額相當於3個月的管理費。

備註：除非本車位銷售說明書另行定義，否則本文所採用之詞彙與主公契及副公契所界定者具備相同涵義。

Summary of land grant
批地文件的摘要

Summary of the provisions of the Government under Conditions of Exchange No. 20304 dated 12 June 2017 (as rectified by a Deed of Rectification dated 1 August 2022 and registered in the Land Registry by Memorial No. 22081601170068) ("the Land Grant") concerning the following -

A. Term of years under the land grant

The Phase is situated on Site E of Aberdeen Inland Lot No. 467 ("**the lot**"). The lot is held from the Government under the Land Grant for a term of 50 years from 12 June 2017 and expiring on 11 June 2067.

B. Restrictions on alienation of the parking spaces

Special Condition No. (62)

"Except as provided respectively under Special Conditions Nos. (36)(a), (38), (48), (51)(b) hereof, prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Grantee shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):

(a) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;

(b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;

(c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:

(i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;

(ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(iii) no premium shall be paid by the tenant;

(iv) the rent payable shall not exceed a rack rent;

(v) no rent shall be payable in advance for a period greater than 12 calendar months;

(vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or

(d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:

(i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Grantee for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;

(ii) under which such advances (in the case of work done) are to be made to the Grantee only in amounts to be certified from time to time by the authorized person (appointed by the Grantee under the Buildings Ordinance, any regulations made thereunder and any amending legislation, for the development of the lot) as having been incurred by the Grantee for the development of the lot;

(iii) under which the Grantee, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Grantee applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:

(I) all sums received by the Grantee or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "the ASP") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");

(II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and

(III) the mortgagee irrevocably undertakes to the Grantee to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;

(iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and

(v) for the purpose only of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Grantee to act as stakeholder in respect of the purchase price under the ASP."

Summary of land grant
批地文件的摘要

Special Condition No. (63)

"Every assignment, mortgage, charge, underletting for more than three years or other alienation of the lot or any part thereof or any interest therein shall be registered at the Land Registry."

Special Condition No. (64)

"(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or enter into any agreement so to do except by way of an assignment or other disposal of undivided shares in the whole of the lot together with the right to the exclusive use and occupation of individual floors and units in any building or buildings erected thereon and even then such assignment or other disposal shall be subject to the following conditions:

(i) the Grantee shall first submit to and obtain the approval in writing of the Director to a Deed of Mutual Covenant incorporating Management Agreement (if any) (hereinafter referred to as "the DMC") to be entered into between the Grantee and the assignees from him of undivided shares in the whole of the lot;

(ii) upon being given approval to the DMC, the Grantee shall adhere thereto and no amendment thereto shall be made without the prior written approval of the Director and the same (and any approved amendment or amendments to it) shall be registered by memorial against the lot in the Land Registry;

(iii) any assignment or other disposal of any undivided share or shares in the lot or any underletting shall be subject to and with the benefit of the DMC;

(iv) the DMC shall be in such form and shall contain such provisions as the Director shall approve or require and in particular shall contain, inter alia, provisions to the following effect:

(I) (1) F.S.I. as owner of the Government Accommodation shall be responsible for the maintenance and management thereof but not the remainder of the development on the lot;

(2) F.S.I. as owner of the Government Accommodation shall be liable for payment of the management and maintenance charges only in respect of facilities or services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors provided however that the liability of F.S.I. shall be as determined by the Government Property Administrator or person nominated by the Director for this purpose and in any event shall not exceed the proportion of the management and maintenance charges which the gross floor area of the Government Accommodation bears to the gross floor area of all the buildings erected or to be erected on the lot and shall only commence from the date of the assignment or the date of taking over of the Government Accommodation, whichever is the earlier and provided further that F.S.I. shall incur no liability for payment of any management and maintenance charges unless and until the amount of the same shall have first been approved in writing by the Government Property Administrator or person nominated by the Director for this purpose; and

(3) F.S.I. as owner of the Government Accommodation shall have no liability for any contribution towards any management and maintenance charges for any other part of the development (whether common areas or otherwise) or for the provision of facilities or services which do not, in the opinion of the Government Property Administrator or person nominated by the Director for this purpose, directly serve or otherwise directly benefit the Government Accommodation;

(II) F.S.I. shall not be liable for any payment of:

(1) management deposits;

(2) capital equipment fund except for the reimbursement of capital expenditure, as shall first be approved by the Government Property Administrator or person nominated by the Director for this purpose, in respect of facilities and services which actually serve the Government Accommodation or are used by the occupier thereof, his servants, contractors, agents or visitors;

(3) insurance premium in respect of the Government Accommodation;

(4) debris removal fee;

(5) penalty charges on late payment of management and maintenance charges or payment of a like nature;

(III) F.S.I., its lessees, tenants, licensees and persons authorised by it and owner and occupier for the time being of the Government Accommodation shall have the benefit of the following rights, privileges and easements:

(1) the right of shelter support and protection for the Government Accommodation;

(2) the right of free passage and running of gas, electricity, water, sewage, air-conditioning, telephone and all other services from and to the Government Accommodation through the gutters, sewers, drains, flues, conduits, ducts, watercourses, cables, pipes, wires and other conducting media now or during the term hereby agreed to be granted laid on or running through any part of the lot and any part of the development on the lot;

(3) the right at its own cost to alter, divert, vary, relay or reinstate any of the services and facilities serving exclusively the Government Accommodation or any part thereof (hereinafter referred to as "the Government Accommodation Services") at any time at its absolute discretion without any charge by the Grantee provided that proper and adequate care and precaution shall be taken during any alteration, diversion, variation, relaying or reinstatement works of the Government Accommodation Services so as to ensure that no damage is caused to the services and facilities within the lot and serving all those parts of the development on the lot other than the Government Accommodation;

(4) the right to go pass and repass over and along and to use any common parts of the lot or any common parts of the development on the lot in connection with the proper use and enjoyment of the Government Accommodation or any part thereof and to use and receive the benefit of any common facilities within the lot or the development on the lot;

(5) the right at all reasonable times with or without surveyors, contractors, workmen and others and with or without vehicles, plant, equipment, material, and machinery to enter upon the lot or any part of the development on the lot for the purposes of extending or carrying out maintenance, repair, addition and alteration works to the Government Accommodation or any part thereof and maintenance, repair, alteration, diversion, variation, relaying and reinstatement works to the Government Accommodation Services or any part thereof;

(6) the free and uninterrupted rights of way to and from the Government Accommodation as may be required by the Director;

(7) the exclusive right to install, erect, exhibit, display, maintain, repair, remove and renew signs and advertisements on the walls, columns and other structural elements of, within, around and on the boundary of the Government Accommodation or any part thereof as F.S.I. shall deem fit and the right of access over the lot or any part of the development on the lot with or without servants, workmen and others and with or without plant, equipment, machinery and material for the purposes of inspecting, installing, erecting, exhibiting, displaying, maintaining, repairing, removing and renewing such signs and advertisements;

(8) the right of access to the lighting conduits, such fire services, ventilation and other services, facilities, installations, fixtures, ancillary works, plants and materials fixed on, in or to the roof slabs, walls and other structural elements of the Government Accommodation;

(9) the right to alter and run additional services to serve and benefit exclusively the Government Accommodation or any part thereof on the walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and other structural elements of, in, around, within, above and below the same and the related right of access over the lot or any part of the development on the lot with or without servants, workmen and others and with or without plant; equipment, machinery and material; and

(10) such other rights, privileges and easements as may be deemed necessary or desirable by the Director;

(v) in the DMC the Grantee shall allocate to those parts of the lot which comprise the common areas or amenities for the common use and benefit of owners for the time being of the lot (hereinafter referred to as "the Common Areas") a number of undivided shares in the lot which in the opinion of the Director is appropriate;

(vi) the Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (62)(d) hereof) or otherwise dispose of or part with the possession of any undivided shares allocated to the Common Areas or any interest therein or enter into any agreement so to do except that upon execution of the DMC the whole or an appropriate part of the said undivided shares allocated to the Common Areas shall be assigned to and vested in the manager appointed in accordance with the DMC who must hold the said undivided shares on trust for the benefit of all owners for the time being of the said undivided shares in the lot;

(vii) the DMC must provide that, subject to sub-clause (a)(viii) of this Special Condition, on termination of the manager's appointment the manager must assign the undivided shares allocated to the Common Areas free of costs or consideration to its successor in office;

(viii) if an Owners' Corporation is formed under the Building Management Ordinance, any regulations made thereunder and any amending legislation, it may require the manager, in accordance with the DMC to assign the undivided shares allocated to the Common Areas and transfer the management responsibilities to it free of costs or consideration, in which event, the said Owners' Corporation must hold them on trust for the benefit of all owners for the time being of the undivided shares in the lot.

(b) Sub-clause (a) of this Special Condition shall not apply to:

(i) an assignment, underletting, mortgage or charge of the lot (excluding the Government Accommodation, the Wong Chuk Hang Station Site, the Wong Chuk Hang Depot Site and the WCH Undivided Shares) as a whole, or

(ii) an underletting of a part of the building erected on the lot.

(c) Notwithstanding the provisions of sub-clauses (a)(i) and (b) of this Special Condition, the Grantee shall when called upon by the Director submit to the Director for his approval in writing to the DMC in respect of the lot and the development thereon."

Special Condition No. (73)

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

(i) assigned except

(I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot

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

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

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot (excluding the Government Accommodation, the Wong Chuk Hang Station Site, the Wong Chuk Hang Depot Site and the WCH Undivided Shares) as a whole.

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons."

Special Condition No. (75)

"Plans approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (68), (69) and (70) hereof, or copies of such plans certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director by the Grantee. No transaction (except the delivery of vacant possession of the Government Accommodation under Special Condition No. (38) hereof, the assignment of the Government Accommodation under Special Condition No. (36) hereof, the vesting of the WCH Undivided Shares to F.S.I. under Special Conditions Nos. (47) and (51)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (62)(c) hereof and a building mortgage under Special Condition No. (62)(d) hereof or such other transactions as the Director may approve) affecting any of the Sites or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such deposit of the plan in respect of the Site to which the transaction relates. The parking, loading and unloading spaces indicated on the said approved plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (68), (69) and (70) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plans and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plans, no part of the lot or any building or structure thereon shall be used for parking purposes."

C. Lease conditions that are onerous to a purchaser of parking spaces

1. Indemnity by Grantee

General Condition No. 4

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

Special Condition No. (3)

"The Grantee acknowledges that as at the date of this Agreement there are some buildings, structures and foundations existing on the lot. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, use and subsequent demolition of the said buildings, structures and foundations and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the said buildings, structures and foundations."

2. Maintenance

General Condition No. 6

"(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; and

(ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

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

3. Private streets, roads and lanes

General Condition No. 8

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

4. Reserved Areas

Special Condition No. (10)(a)-(d) and (f)

"(a) There are excepted and reserved unto the Government the following:

(i) the air stratum in the areas shown coloured pink hatched black, pink hatched black stippled black, pink cross-hatched black and pink cross-hatched black stippled black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Black Area", "the Pink Hatched Black Stippled Black Area", "the Pink Cross-hatched Black Area" and "the Pink Cross-hatched Black Stippled Black Area" respectively) between the level of 3.7 metres above the Hong Kong Principal Datum (hereinafter referred to as "the HKPD") and the level of 11.7 metres above the HKPD for the purposes of Government facilities;

(ii) the air stratum in the Pink Cross-hatched Black Area and the Pink Cross-hatched Black Stippled Black Area between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD for the purposes of Government facilities;

(iii) the air stratum in the Pink Hatched Black Stippled Black Area and the Pink Cross-hatched Black Stippled Black Area between the level of 3.7 metres above the HKPD and the level of 9.5 metres below the HKPD for the purposes of Government facilities; and

(iv) the air stratum in the area shown coloured pink hatched red stippled black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Red Stippled Black Area") between the level of 5.7 metres above the HKPD and the level of 9.5 metres below the HKPD for the purposes of Government facilities;

(which air strata in sub-clauses (a)(i), (a)(ii), (a)(iii) and (a)(iv) of this Special Condition are hereinafter collectively referred to as "the First Reserved Area"); and

(v) the air stratum in the area shown coloured pink crossed black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Crossed Black Area") between the level of 1.5 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities; and

(vi) the air stratum in the areas shown coloured pink hatched green on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Green Areas") between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities;

(which air strata in sub-clauses (a)(v) and (a)(vi) of this Special Condition are hereinafter collectively referred to as "the Second Reserved Area"); and

(vii) the air stratum in the area shown coloured pink circled black on Plan Ia annexed hereto (hereinafter referred to as "the Pink Circled Black Area") above the level of 4.7 metres above the HKPD and below the level of 11.0 metres below the HKPD for the purposes of Government facilities;

(which air stratum in this sub-clause (vii) is hereinafter referred to as "the Third Reserved Area"); and

(viii) the air stratum in the areas shown coloured pink hatched brown and pink hatched brown stippled orange on Plan Ia annexed hereto (hereinafter referred to as "the Pink Hatched Brown Area" and "the Pink Hatched Brown Stippled Orange Area" respectively) between the level of 11.2 metres above the HKPD and the level of 31.2 metres above the HKPD for the purposes of the viaduct;

(which air stratum in this sub-clause (viii) is hereinafter referred to as "the Fourth Reserved Area");

(ix) the air stratum in the area shown coloured pink stippled green on Plan Ia annexed hereto (hereinafter referred to as "the Pink Stippled Green Area") between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels for the purposes of Government facilities;

(which air stratum in this sub-clause (ix) is hereinafter referred to as "the Fifth Reserved Area");

(the First Reserved Area, the Second Reserved Area, the Third Reserved Area, the Fourth Reserved Area and the Fifth Reserved Area are hereinafter collectively referred to as "the Reserved Areas").

(b) The Grantee shall have no right, title, ownership, possession or use of the Reserved Areas save and except as provided for in these Conditions.

(c) Subject to sub-clause (a) of this Special Condition and Special Condition No. (11) hereof, no building or structure or support for any building or structure shall be erected or constructed by the Grantee within or on the Reserved Areas except with the prior written consent of the Director who may at his sole discretion refuse consent or give consent subject to such terms and conditions as he sees fit.

(d) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen and other duly authorized personnel free of costs, charges and expenses the rights of support for the building, installations or structures erected or to be erected within or on the Reserved Areas, the rights to all necessary easements, the rights of way through the lot to and from the Reserved Areas and any part or parts thereof and the structures and installations supporting or appertaining to the buildings, installations or structures erected or to be erected within or on the Reserved Areas and the rights of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Reserved Areas and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any building, structures and erections thereon or any part or parts thereof.

(f) It is hereby agreed and acknowledged that the Government has the rights of installation, retention, renewal, replacement, maintenance and repair of utilities free of costs, charges and expenses within the lot underneath the Wong Chuk Hang Station as defined in Special Condition No.(46)(a) hereof and those annexations of the said utilities onto the building or buildings erected or to be erected on the lot."

Special Condition No. (11)(a)-(c)

"(a) It is hereby acknowledged that the Grantee has erected existing utilities and railway related structures within the First Reserved Area and shall maintain, repair and replace the existing utilities and railway related structures at his own expense and in all respects to the satisfaction of the Director.

(b) Upon expiry of the term hereby agreed to be granted and upon request by the Director, the Grantee shall at his own expense and within such time to be specified by the Director in writing demolish and remove all the existing utilities and railway related structures specified in sub-clause (a) of this Special Condition.

(c) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in connection with the carrying out, performance or fulfilment of his obligations under this Special Condition."

5. Footbridge Associated Structures and Future Footbridge Associated Structures

Special Condition No. (12)(a), (b), (d), (e), (f) and (g)

"(a) The Grantee has at the date of this Agreement at his own expense erected, provided and constructed within the lot columns and other structural supports and connections (which columns and other structural supports and connections are hereinafter collectively referred to as "the Footbridge Associated Structures") for linking the lot to the existing footbridge as shown and marked "EW" on Plan Ia annexed hereto (hereinafter referred to as "the Existing Footbridge") with a minimum clear internal width of 3.0 metres and a clear internal headroom of 2.4 metres and a minimum vertical clearance between the level of 11.7 metres above the HKPD and the level of 18.6 metres above the HKPD located at the positions shown and marked through the points U1 and V1 on Plan Ia annexed hereto. The Grantee shall thereafter manage and maintain at his own expense the Footbridge Associated Structures in all respects to the satisfaction of the Director.

(b) The Grantee shall on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot the columns and such other structural supports and connections as may be required by the Director (which columns and such other structural supports and connections are hereinafter collectively referred to as "the Future Footbridge Associated Structures") with such materials and to such standards, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter manage and maintain at his own expense the Future Footbridge Associated Structures for linking the lot to a future footbridge with such minimum clear internal width, such clear internal headroom and such minimum vertical clearance between such levels all to be determined by the Director which may be located at a position between the points U3 and V3 as shown and marked on Plan Ia annexed hereto or at such other locations and through such other points as may be approved in writing by the Director. For the avoidance of doubt, there is no guarantee that the future footbridge will be constructed.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities, actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen or contractors in connection with the construction, alteration, repair, maintenance and management of the Footbridge Associated Structures, the Future Footbridge Associated Structures and the connection points.

(e) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, contractors, agents, workmen, employees and other duly authorized personnel with or without tools, equipment, plant, machinery or vehicles free of all costs charges and expenses the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected thereon at all times:

(i) to carry out works for the purposes of connecting the future footbridge to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as "the Connections") and thereafter to enjoy the easement of support of the Connections and the Existing Footbridge and the future footbridge; and

(ii) to repair and maintain the Connections and the Existing Footbridge and the future footbridge.

The Government, its officers, contractors, agents, workmen and employees shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under this sub-clause, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works as shall be required or approved by the Director for the temporary closure of any opening in the building or buildings erected or to be erected on the lot so as to enable the Existing Footbridge and the future footbridge to be connected thereto. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee and shall be carried out at his own expense to the satisfaction of the Director.

(g) The Grantee has at the date of this Agreement provided and shall throughout the term hereby agreed to be granted keep at his own expense and in all respects to the satisfaction of the Director a public pedestrian access open for use by the public free of charge and without any interruption so as to link up the Existing Footbridge at such location between the points U1 and V1 shown and marked on Plan Ia annexed hereto and the ground level at such location between the points through U2 and V2 shown and marked on Plan Ia annexed hereto during the operational hours of the Wong Chuk Hang Station as defined in Special Condition No. (46)(a) hereof."

6. Green Area

Special Condition No. (13)(a)

"(a) The Grantee shall:

(i) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads shown coloured green on Plan Ia annexed hereto (hereinafter referred to as "the Green Area"); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

(ii) on or before the 31st day of March 2026 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site D, whichever is the later or such other date or 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 and plant as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant, constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area shall have been re-delivered in accordance with Special Condition No. (14) hereof."

Special Condition No. (14)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (13) 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. (13) hereof or otherwise."

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7. Stippled Green Area

Special Condition No. (17)(a)

"(a) The Grantee shall:

(i) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads in the air stratum shown coloured stippled green on Plan Ia annexed hereto between the level of 2 metres below the ground level or levels and the level of 5.5 metres above the ground level or levels (hereinafter referred to as "the Stippled Green Area"). For the avoidance of doubt, the air stratum of the Stippled Green Area and the Fifth Reserved Area are the same; 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 Stippled Green Area Structures")

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

(ii) on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Stippled 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 and plant as the Director may require; and

(iii) maintain at his own expense the Stippled Green Area together with the Stippled 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 Stippled Green Area shall have been re-delivered in accordance with Special Condition No. (18) hereof."

Special Condition No. (18)

"For the purpose only of carrying out the necessary works specified in Special Condition No. (17) hereof, the Grantee shall on the date of this Agreement be granted possession of the Stippled Green Area. The Stippled 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 Stippled Green Area allow free access over and along the Stippled 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. (17) hereof or otherwise."

8. Preservation of trees

Special Condition No. (25)

"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."

9. Landscaping

Special Condition No. (26)(a), (b)(ii) & (iii), (c), (d) and (e)

"(a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master 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. No site formation works shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No. (25) hereof.

(b) (ii) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.

(iii) Not less than 50% of the 30% referred to in sub-clause (b)(ii) 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.

(c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan (hereinafter referred to as "the Approved Landscape Master Plan") in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written consent of the Director.

(d) The Grantee shall thereafter at his own expense keep and maintain 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. (64)(a)(v) hereof."

10. Government Accommodation

Special Condition No. (29)(a) and (b)

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No. (30)(a) hereof, the following accommodation:

(i) One hostel for moderately mentally handicapped persons with a net operational floor area of 557 square metres (hereinafter referred to as "the Hostel") to be completed and made fit for occupation and operation within 84 months from the date of this Agreement; and

(ii) One integrated vocational rehabilitation services centre with a net operational floor area of 653 square metres (hereinafter referred to as "the Rehabilitation Services Centre") to be completed and made fit for occupation and operation within 84 months from the date of this Agreement;

(which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as "the Government Accommodation").

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof."

Special Condition No. (33)(e)

"(e) The Grantee shall indemnify and keep indemnified the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof."

Special Condition No. (42)(a), (b) and (c)

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No. (64)(a)(iv)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot; and

(iv) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

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

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

11. Wong Chuk Hang Station and Wong Chuk Hang Depot

Special Condition No. (46)

"(a) The Grantee shall, from the date of this Agreement and throughout the term hereby agreed to be granted, continue to operate within the Wong Chuk Hang Station Site a railway station together with such ancillary railway structures, facilities and roads for the use, operation and management of the South Island Line (East) Railway between Admiralty and South Horizons (hereinafter referred to as "the SIL(E)") (which railway station and ancillary railway structures, facilities and roads are hereinafter collectively referred to as "the Wong Chuk Hang Station") on a scale, in a manner and in all respects to the satisfaction of the Director in accordance with these Conditions and the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall, from the date of this Agreement and throughout the term hereby agreed to be granted, continue to operate within the Wong Chuk Hang Depot Site a maintenance depot, railway workshop and other ancillary uses for the operation and management of the SIL(E) (hereinafter collectively referred to as "the Wong Chuk Hang Depot") on a scale in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, bye-laws and regulations relating to the railway depot which are or may at any time be in force in Hong Kong."

Special Condition No. (53)

"The Grantee shall throughout the term hereby agreed to be granted during the operational hours of the Wong Chuk Hang Station permit members of the public on foot or by wheelchairs for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Wong Chuk Hang Station."

12. Pedestrian link and Pedestrian Walkway

Special Condition No. (59)(a)-(e)

"(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered and constructed and designed so as to:

(i) link up each and every building to be erected on the lot at such locations and levels of the building as the Director shall approve; and

(ii) link up all major facilities within the lot including the Wong Chuk Hang Station, the Commercial Accommodation, the Public Open Space, residential blocks, the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto) and the Government Accommodation and those outside the lot including the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road provided or to be provided thereon.

(c) The Grantee shall, on or before the 30th day of June 2026 or the expiry of 96 months from the Due Date or, if applicable, the Extended Due Date of Site C, whichever is the later or such other date or period as may be determined by the Director, at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway within the lot with a width of 4 metres so as to link up the Wong Chuk Hang Station, the Government Accommodation, the Existing Footbridge, the public transport facilities underneath the Wong Chuk Hang Station, the public bus terminus along Nam Long Shan Road, the public minibus terminus along Police School Road and the future footbridge (the connection points of which are as shown and marked between points U3 and V3 on Plan Ia annexed hereto). For the avoidance of doubt, the Director may at its absolute discretion allow the portion of the pedestrian walkway between the public bus terminus along Nam Long Shan Road and the public minibus terminus along Police School Road to be erected at such other positions as may be determined by the Director or with such other widths as may be determined by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) and the pedestrian walkway required to be provided under sub-clauses (a) and (c) of this Special Condition in good and substantial condition and repair to the satisfaction of the Director.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the covered pedestrian walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption."

13. Passage Area

Special Condition No. (61)(a)-(f)

"(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure except the structures existing as at the date of this Agreement may be erected or constructed within the area of the lot shown coloured (i) pink stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 5.5 metres and (ii) pink hatched brown stippled orange on Plan Ia annexed hereto unless a clear space extending upwards from the ground level or levels thereof to a height of 3.0 metres are provided for public pedestrian passage purpose (which clear spaces in the said pink stippled orange area and the said pink hatched brown stippled orange area are hereinafter collectively referred to as "the Passage Area").

(b) The Grantee shall on or before the 30th day of June 2027 or the expiry of 84 months from the Due Date or, if applicable, the Extended Due Date of Site F, whichever is the later or such other date or period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and landscape the Passage Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve including installation of street lights, planting of such shrubs and trees and provision and construction of such pavements or such other structures as the Director may require so that the Passage Area may be used for public pedestrian passage.

(c) Upon completion of the works referred to in sub-clause (b) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted permit all members of the public at all times and for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair over the Passage Area.

(d) Subject to sub-clause (b) of this Special Condition, the Grantee shall not carry out any work which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) affect the Passage Area.

(e) The Passage Area shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(f) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Passage Area in good and substantial repair and condition and keep the same clean and tidy in all respects to the satisfaction of the Director."

14. Parking, loading and unloading requirements

Special Condition No. (68)

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below (unless the Director consents to a rate or to a number of the Residential Parking Spaces different from those set out in the table below). Notwithstanding the aforesaid, the number of the Residential Parking Spaces shall not exceed a total number of 730 or such other number as may be determined by the Director;

Size of each residential unit	**Number of the Residential Parking Spaces to be provided**
Less than 40 square metres	One space for every 33 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2 residential units or part thereof
Not less than 130 square metres	One space for every 1 residential unit or part thereof

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the 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 and 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 is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(c) hereof; and

(II) the pro-rata gross floor area of the 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 the 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 is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (27)(c) 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) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space for every such block of residential units being provided.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (71) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(b) (i) 200 parking spaces or such other number as may be determined by the Director shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles for non-industrial (excluding railway, residential, the Government Accommodation, godown, hotel and petrol filling station) purposes.

(ii) The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the 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) and (b) of this Special Condition (as may be varied under Special Condition No. (71) hereof), the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter regarded to as "the Parking Spaces for Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking 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) 5 percent 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. (71) hereof) (hereinafter referred to as "the Residential Motor Cycle Parking Spaces");

(II) 5 percent of the total number of the visitors' parking spaces required to be provided under sub-clause (a)(iii) of this Special Condition; and

(III) 5 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof),

provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No. (71) hereof) and the spaces provided under sub-clause (d)(i)(II) of this Special Condition (as may be varied under Special Condition No. (71) 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 residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(iii) The spaces provided under sub-clause (d)(i)(III) of this Special Condition (as may be varied under Special Condition No. (71) 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 erected or to be erected on the lot for the purposes 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 Disabled Persons, each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (71) 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 Disabled Persons shall be as the Building Authority may require and approve.

(iii) Each of the motor cycle parking spaces as referred to in sub-clause (d) of this Special Condition (as may be varied under Special Condition No. (71) 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."

Special Condition No. (69)(a) and (b)

"(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 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 unit; 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 to be used for non-industrial (excluding railway, residential, the Government Accommodation, godown, hotel and petrol filling station) purposes.

(b) (i) Each of the spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (71) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

(ii) 65% of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (71) hereof) or such other number as may be determined by the Director in his absolute discretion shall each measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. The remaining 35% of the spaces provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No. (71) hereof) or such other number as may be determined by the Director in his absolute discretion shall each measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres."

Special Condition No. (70)

"Spaces shall be provided within the Wong Chuk Hang Station Site and the Wong Chuk Hang Depot Site to the satisfaction of the Director for the parking, manoeuvring, loading and unloading of motor vehicles as may be required to meet the operational needs of the Wong Chuk Hang Station and the Wong Chuk Hang Depot. The spaces so provided shall not be used for any purpose other than for the parking, loading and unloading of motor vehicles. For the avoidance of doubt, the spaces so provided under this Special Condition shall be accountable for the calculation of the total gross floor area stipulated in Special Condition No. (27)(d) hereof."

Special Condition No. (71)

"(a) Notwithstanding Special Conditions Nos. (68)(a)(i), (68)(b)(i), (68)(d)(i)(I), (68)(d)(i)(II), (68)(d)(i)(III), (69)(a)(i) and (69)(a)(ii) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of spaces required to be provided under Special Conditions Nos. (68)(a)(i) and (68)(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 percent."

Special Condition No. (74)

"The spaces provided within the lot in accordance with Special Conditions Nos. (68)(a)(iii) and (69)(a)(i) hereof and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas."

15. Cutting away

Special Condition No. (77)(a), (c) and (d)

"(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.

(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."

16. Anchor maintenance

Special Condition No. (79)

"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."

17. Spoil or debris

Special Condition No. (80)

"(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."

18. Damage to Services

Special Condition No. (81)

"The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Construction and Maintenance 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 Construction and Maintenance 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 Construction and Maintenance Works in writing to the Director for his approval in all respects, and shall not carry out any works whatsoever until the Director shall have given his written approval to the Construction and Maintenance 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 any

part thereof or the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Construction and Maintenance 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."

19. Construction of drains and channels and connecting drains and sewers

Special Condition No. (82)

"(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."

20. Protection of Nullah

Special Condition No.(83)

"(a) The Grantee acknowledges that there is a nullah outside the lot at the air stratum between the level of 5.7 metres above the HKPD and the level of 9.5 metres below the HKPD on the area shown by dashed red lines on Plan Ia annexed hereto (hereinafter referred to as "the Nullah") and the Government will accept no responsibility or liability for any loss, damage, injury, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence, the state and condition or subsequent construction of the Nullah or of the exercise of any rights conferred on the Government under this Special Condition and the Grantee shall have no claim for compensation in respect thereof.

(b) The Grantee shall ensure that all works in, on or within the lot are carried out in such a manner that the stability, drainage and accessibility of the Nullah is not impaired.

(c) In the event that the stability, drainage or accessibility of the Nullah has been impaired by the works of the Grantee (the determination of the Director of Drainage Services on whether the stability, drainage and accessibility has been impaired shall be final and binding on the Grantee), the Director of Drainage Services shall be entitled by notice in writing to call upon the Grantee to carry out at the Grantee's own expense such remedial works as the Director of Drainage Services in his absolute discretion shall require. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, the Director of Drainage Services may after the expiry of such period execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof."

21. No hawkers

Special Condition No. (84)

"The Grantee shall not permit or suffer any hawker to carry on business within the lot (except the Commercial Accommodation) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot (except the Commercial Accommodation) shall be displayed prominently by the Grantee near all entrances to the lot (except the Commercial Accommodation). For the purposes of these Conditions, "hawker" shall be as defined in section 2 of the Public Health and Municipal Services Ordinance, any regulations made thereunder and any amending legislation provided that for the purpose of this Special Condition the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions"."

22. No advertisement

Special Condition No. (85)

"The Grantee shall not, without the prior written consent of the Director, erect or permit or suffer to be erected on any part or parts of the Wong Chuk Hang Station or the Wong Chuk Hang Depot or both or any external part or parts thereof any advertising sign, hoarding notice board or poster for outdoor advertising purposes and then even with such consent only in accordance with such terms and conditions as the Director may in his absolute discretion require or prescribe save that the prior written consent of the Director shall not be required in case of signs, notices or posters which are erected on any part or parts of the Wong Chuk Hang Station or the Wong Chuk Hang Depot or both which pertain directly to the operation of the railway."

23. No grave or columbarium permitted

Special Condition No. (88)

"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."

24. Mass Transit Railway Protection

Special Condition No. (89)

"(a) No building works, foundation works or any other works on or within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the Wong Chuk Hang Station, the Wong Chuk Hang Depot or the Mass Transit Railway or any one or more of them and any structures, facilities or installations or tunnels in relation to the Mass Transit Railway (hereinafter collectively referred to as "the Mass Transit Railway Structures and Installations") in or passing through or in the vicinity of the lot or any part thereof. The Grantee shall at his own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Mass Transit Railway, the Wong Chuk Hang Station and the Wong Chuk Hang Depot.

(b) Throughout the term hereby agreed to be granted, the Grantee shall comply with and observe all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations in all respects to the satisfaction of the Director of the Buildings."

25. Development Utility Trenches

Special Condition No. (90)

"The Grantee shall at his own expense erect, construct, provide and maintain within the lot at such location or locations and to such designs and standards which shall be subject to the approval of the Director development utility trenches (hereinafter referred to as "the Utility Trenches"). The Utility Trenches shall be located at the roof of the Wong Chuk Hang Depot or at such other location or locations as may be approved by the Director. The Utility Trenches shall only be used for the purpose of accommodating services for any of the Sites within the lot, and such services shall include but not limited to water supply, soil and waste water drainage, storm water drainage, town gas, electricity cables, telecom cables, cable TV and the like which shall be installed and maintained in a manner approved by the appropriate Government authorities and utilities companies. The Utility Trenches shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (27)(c) hereof."

Notes:

1. Pursuant to a letter dated 21 October 2020 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No.20113001010307, the dates for completion of development, construction, formation or provision (as the case may be) of the following Sites, areas and facilities under the Land Grant will be amended as follows :-

Special Condition No.	Description	To be completed on or before
(12)(b)	Construction of Structural Supports and Connections to receive a Future Footbridge	23 March 2027
(13)(a)	Formation of the Green Area	10 June 2027
(17)(a)	Formation of the Stippled Green Area	23 March 2027
(23)(b)	The development of Site A	11 December 2024
(23)(c)	The development of Site B	16 July 2025
(23)(d)	The development of Site C	23 March 2027
(23)(e)	The development of Site D	10 June 2027
(29)(a)	Provision of Government Accommodation	11 December 2024
(43)(a)	Provision of Public Open Space	23 March 2027
(59)(c)	Provision of Pedestrian Walkway	23 March 2027

2. Pursuant to a letter dated 1 August 2025 issued by the Railway Development Section, Lands Department and registered in the Land Registry by Memorial No. 25100301950184, a temporary waiver has been granted to waive the restriction on the use of the Public Open Space contained in the Special Condition No. (43) of the Land Grant so as to permit commercial activities to be held on the Public Open Space for a term of one year commencing on 1 September 2025 to 31 August 2026 (both days inclusive).

Summary of land grant
批地文件的摘要

政府依據 2017 年 6 月 12 日第 20304 號換地條件(經日期為 2022 年 8 月 1 日並在土地註冊處以註冊摘要第22081601170068號註冊的修正契所修正)(「批地文件」)的規定就以下事項作出的相關條文摘要–

A. 土地批租年限

期數位於香港仔內地段第 467 號E地盤(「該地段」)。該地段乃由政府根據批地文件批授，批租年期為50年，由2017年6月12日起至2067年6月11日止。

B. 停車位的轉讓限制

特別條款第(62)條

「除本特別條款第(36)(a)、(38)、(48)和(51)(b)分條分別規定外，在符合本條件並全面令署長滿意之前，未經事先取得署長的書面同意並符合署長所施加的任何條件(包括支付署長可能要求的費用)，承批人不得：

(a) 轉讓、出讓或以其他方式處置該地段或其任何部分或其中的權益或在其上的任何建築物或任何建築物的一部分(無論是透過直接或間接保留、授予優先購買權、選擇權或授權委託書，或任何其他方法、安排或任何形式的文件)或訂立任何協議以便如此行事；

(b) 直接或間接地，或透過律師、代理人、承辦商或受託人，或透過承授人或其代理人直接或間接擁有股份的公司，或擁有承授人的股份的公司，或以其他方式，根據任何現在或將來的交易、有條件或無條件的交易，徵求或接受任何金錢、金錢等值或其他有價值的對價，根據該等交易，該地段或其任何部分或其中的權益或其上的任何建築物或任何建築物的一部分被出售、轉讓或以其他方式處置或受到影響，或訂立任何協議以便如此行事；

(c) 分租該地段或其上的任何建築物或任何建築物的一部分，或訂立任何協議以進行分租，除非該地段或其上的任何建築物或任何建築物的一部分的租賃或租約符合以下條款和條件：

(i) 租賃或租約的期限總計不得超過 10 年(包括續約權利)；

(ii) 租賃或租約須在建築事務監督根據《建築物條例》、其任何附屬法例及任何經修訂的條例發出涵蓋該租賃或租約所涉建築物或建築物部分的佔用許可證或臨時佔用許可證之後方可開始；

(iii) 承租人無須繳交地價；

(iv) 應付租金不得超過標準租金；

(v) 不得預付超過 12 個曆月的租金；

(vi) 租賃協議或租約或租賃或租約的協議中允許的用途須遵從此等條件；及

(vii) 租賃協議或租約或租賃或租約的協議中的任何條款和條件均不得違反此等條件；或

(d) 按揭或押記該地段或其任何部分或其中的權益，但根據此等條件進行發展除外，並且只能通過建築按揭的方式進行，為此目的，雙方同意建築按揭應為：

(i) 將該地段按揭或押記予根據《銀行業條例》第 16 條獲授權的持牌銀行或註冊接受存款公司，以取得該等銀行或公司向承批人預付或將預付的款項(及利息)，而該等款項(及利息)僅用於根據此等條件發展該地段，以及用於支付與該等發展及按揭該地段有關的法律及其他專業費用(但該等費用總計不得超過按揭擔保總額的 5%)，且不得用於其他用途；

(ii) 根據該協議，該等預付款(就已完成的工程而言)僅可在認可人士(由承批人根據《建築物條例》、其任何附屬法例及任何經修訂的條例為發展該地段而委任)不時核證為承批人為發展該地段而招致的金額後向承批人支付；

(iii) 根據該協議，如果承批人根據本特別條款向署長申請事先書面同意，以訂立任何協議，處置該地段的任何份額或權益連同在該地段上已建或擬建的建築物中任何單位的獨家使用權和管有權，承批人、承按人和保證金保存人(定義見下文)須簽訂其中包含署長不時指定或要求的條款和要求的協議，包括但不限於以下各項：

(I) 承批人或保證金保存人根據買賣協議就該地段的任何單位、份額或權益所收取的購買價或其中任何部分(該協議的條款已獲承按人批准)(下稱「買賣協議」)，所有款項均須存入一個為發展該地段而指定的銀行帳戶，該帳戶由保證金保存人與承按人共同開立、維持及運用(以下簡稱「保證金保存人帳戶」)；

(II) 除非事先獲得承按人的書面批准，並符合買賣協議的條款和署長的同意條款，否則不得從保證金保存人帳戶中釋放任何資金；及

(III) 承按人向承授人不可撤回地承諾，在買賣完成後，無條件從建築按揭的擔保中解除已將根據買賣協議支付的總購買價全數存入保證金保存人帳戶的該地段的任何單位、份額或權益；

(iv) 根據該協議，承按人有義務並不可撤回地承諾，在買賣交易完成後，無條件從建築按揭的擔保中解除已將根據買賣協議支付的總購買價全數存入保證金保存人帳戶的該地段的任何單位、份額或權益；及

(v) 僅就本特別條款而言，「保證金保存人」指由承批人當時委任的任何律師事務所，作為買賣協議項下購買價的保證金保存人。」

特別條款第(63)條

「對地段或其任何部分或其中的權益進行的每次轉讓、按揭、押記、超過三年的分租或以其他方式轉讓均須在土地註冊處登記。」

Summary of land grant
批地文件的摘要

特別條款第(64)條

「 (a) 即使此等條件已獲遵守及符合，令署長滿意，承批人仍不得轉讓、按揭、押記、出讓或以其他方式處置該地段或其任何部分或其中的權益，或訂立任何協議以如此行事，除非以轉讓或其他方式處置整個地段的不分割份數連同其上任何一座或多座建築物個別樓層和單位的專有使用和佔用權，但即使如此，該等轉讓或其他處置仍須遵守以下條件：

(i) 承租人須首先向署長提交由承批人與整個地段的不分割份數的受讓人簽訂的一份公共契約及管理協議(如有)(下稱「公契」)，並獲得署長的書面批准；

(ii) 公契獲批准後，承授人須遵守公契，未經地政總署署長事先書面批准，不得對公契作出任何修訂，而公契(及任何獲批准的修訂)須以註冊摘要的方式在土地註冊處就該地段註冊；

(iii) 有關該地段的不分割份數的轉讓或其他處置或任何分租，均須受公契規限並享有其實益；

(iv) 公契的格式及條文須經署長批准或要求，並須特別載有下列條文：

(I) (1) 財政司司長法團作為政府樓宇業主，須負責政府樓宇而非該地段上發展項目的其餘部分的維修及管理；

(2) 財政司司長法團作為政府樓宇業主，僅對實際服務於政府樓宇或由其佔用人、其僱員、承辦商、代理人或訪客使用的設施或服務負有支付管理和維護費用的責任，但須以下列條件作為前提：財政司司長法團的責任應由政府產業署署長或由署長為此目的而提名的人士決定，在任何情況下，不得超過政府樓宇的總樓面面積與該地段上已建或擬建的所有建築物的總樓面面積所佔的管理及維修費用的比例，並應從政府樓宇轉讓之日或接管之日(以較早者為準)開始支付，又須以下列條件作為前提：財政司司長法團不承擔任何管理和維護費用的支付責任，除非該款額已事先獲政府產業署署長或由署長為此目的而提名的人士以書面批准；及

(3) 財政司司長法團作為政府樓宇業主，無須承擔發展項目任何其餘部分(不論是公用地方或其他部分)的任何管理及維修費用，亦無須承擔提供任何設施或服務的責任，若政府產業署署長或由署長為此目的而提名的人士認為，該等設施或服務並非直接服務於或以其他方式直接惠及政府樓宇；

(II) 財政司司長法團不承擔以下任何付款責任：

(1) 管理費按金；

(2) 資本設備基金，除非首先經政府產業署署長或由署長為此目的而提名的人士批准，償還實際服務於政府樓宇或由政府樓宇的佔用人、其受僱人、承辦商、代理人或訪客使用的設施和服務的資本支出；

(3) 有關於政府樓宇的保險費；

(4) 清除廢料費；

(5) 逾期繳納管理及維護費用的罰款或類似性質的付款；

(III) 財政司司長法團、其承租人、租戶、被許可人和其授權的人士以及政府樓宇當時的業主和佔用人享有以下權利、特權和地役權：

(1) 政府樓宇獲得遮蓋、支撐及保護的權利；

(2) 有權通過現在或在此協定的整個批租期內在該地段任何部分以及該地段上發展項目任何部分之內、之上或穿過的明渠、污水渠、排水渠、煙道、導管、槽、水道、電纜、水管、電線及其他傳導媒介將煤氣、電力、水、污水、空調、電話及所有其他服務輸送出入政府樓宇；

(3) 有權隨時全權酌情決定自費更改、改道、變更、重新鋪設或恢復任何專供政府樓宇或其任何部分使用的服務和設施(下稱「政府樓宇服務」)，而無須向承批人付費，但政府樓宇服務的任何改建、改道、變更、重新鋪設或恢復工程期間，須採取適當及足夠的謹慎及預防措施，以確保不會對該地段內為該地段上所有其他發展項目部分(政府樓宇除外)服務的服務和設施造成損害；

(4) 有權為妥善使用及享用政府樓宇或其任何部分出入、通過、行經及使用該地段的任何公用部分或該地段上的發展項目的任何公用部分或使用和享用該地段或該地段上的發展項目內的任何公用設施；

(5) 有權在任何合理時間內，不論是否攜同測量師、承辦商、工人及其他人士，以及不論是否攜同車輛、機器、設備、材料及機械，進入該地段或該地段上的任何發展項目部分，以擴建或進行政府樓宇或其任何部分的保養、修葺、加建及改造工程，以及進行政府樓宇服務或其任何部分的保養、修葺、改建、改道、變更、重鋪及修復工程；

(6) 按署長的規定享有自由及不間斷的往返政府樓宇的通行權；

(7) 有權在財政司司長法團認為合適時在政府樓宇或其任何部分的牆壁、柱子和其他結構件之上、其內部、周圍和邊界上安裝、豎立、展示、陳列、維護、修理、拆除和更新標誌和廣告，並有權不論是否攜同傭工、工人及其他人士，以及不論是否攜同機器、設備、機械及材料進入該地段或該地段上的任何發展項目部分，以檢查、安裝、豎立、展示、陳列、保養、修理、拆除和更新該等標誌及廣告；

(8) 有權進入固定在政府樓宇的天台板、牆壁及其他結構構件上、之內或之處的照明管道、消防服務、通風和其他服務、設施、裝置、固定裝置、輔助工程、設備和材料；

(9) 有權更改及增設服務設施，以專供政府樓宇或其任何部分使用，不論該等設施位於其內、其周圍、其範圍、其上方或下方，並有權不論是否攜同傭工、工人及其他人士，以及不論是否攜同機器、設備、機械及材料進入該地段或該地段上任何發展項目的部分；及

(10) 署長認為必要或適當的其他權利、特權和地役權；

(v) 在公契中，承批人須將署長認為適當數目的不分割份數分配至該地段當時的業主共同使用和受益的公用地方或便利設施的部分(下稱「公用地方」)；

(vi) 承授人不得轉讓、按揭或押記(除根據本文件特別條款第(62)(d)條進行建築按揭或押記除外)或以其他方式處置或出讓分配給公用地方的任何不分割份數或其中的權益或訂立任何協議以便如此行事，除了簽訂公契時，將分配給公用地方的上述不分割份數的全部或適當部分轉讓給並歸屬根據公契任命的管理人，由該管理人以信託形式為該地段當時所有不分割份數的業主持有該等不分割份數；

(vii) 公契必須規定，受限於本特別條款第(a)(viii)分條，在管理人的任命終止時，管理人必須將分配給公用地方的任何不分割份數免費或無償地轉讓給其繼任者；

(viii) 如業主立案法團根據《建築物管理條例》、其任何附屬法例及任何經修訂的條例成立，則業主立案法團可要求管理人根據公契將公用地方的任何不分割份數及管理責任免費或無償地轉讓予業主立案法團。在此情況下，業主立案法團必須以信託形式為該地段當時所有不分割份數的業主持有該等不分割份數；

(b) 本特別條款第(a)分條不適用於：

(i) 該地段(不包括政府樓宇、黃竹坑站地盤、黃竹坑車廠地盤及黃竹坑不分割份數)作為一整體的轉讓、分租、按揭或押記，或

(ii) 將該地段上建造的部分建築物分租。

(c) 儘管本特別條款第(a)(i)及(b)分條另有規定，承批人須在署長要求時，向署長提交有關該地段及其上的發展項目的公契，以供署長書面批准。」

特別條款第(73)條

「(a) 即使此等條款已獲遵從及符合以使署長滿意，住宅停車位及住宅電單車停車位不得：

(i) 轉讓，除非

(I) 連同賦予就該地段上已興建或將興建的建築物的住宅單位的獨家使用及管有權的不分割份數一併轉讓；或

(II) 予一名已擁有賦予就該地段上已興建或將興建的建築物的住宅單位的獨家使用及管有權的不分割份數的人士；或

(ii) 出租，除非租予該地段上已興建或將興建的建築物的住宅單位的住客

惟在任何情況下，不得把合共超過3個的住宅停車位及住宅電單車停車位轉讓或出租予一個該地段上已興建或將興建的建築物的住宅單位的業主或住客。

(b) 即使此特別條款第(a)分條另有規定，在獲得署長事先書面同意後，承批人可以整體方式將所有住宅停車位及住宅電單車停車位轉讓，惟僅可轉讓予承批人的一間全資附屬公司。

(c) 此特別條款第(a)分條並不適用於該地段(不包括政府樓宇、黃竹坑站地盤、黃竹坑車廠地盤及黃竹坑不分割份數)作為一整體的轉讓、分租、按揭或押記。

(d) 此特別條款第(a)及(b)分條不適用於傷殘人士停車位。」

特別條款第(75)條

「承批人須將經署長批准並顯示所有根據特別條款第(68)、(69)及(70)條在該地段內提供的停車位及上落客貨停車位布局的圖則或由認可人士(按《建築物條例》、其任何附屬法例及任何經修訂的條例定義)核證的該圖則複本送交予署長存放。任何影響該地段內的任何地盤或其部分或在其上已建或將建的任何建築物或其部分的交易均不得在與相關交易涉及的地盤的上述圖則如此送交予署長存放之前進行(根據特別條款第(38)條交付政府樓宇之空置管有權、根據特別條款第(36)條政府樓宇之轉讓、根據特別條款第(47)及(51)(b)條將黃竹坑不分割份數轉歸財政司司長法團、根據特別條款第(62)(c)條之租賃協議或租約或有關該等租賃協議或租約之協議及根據特別條款第(62)(d)條之建築按揭或其他署長可能批准的交易除外)。於上述經批准圖則內顯示的停車位及上落客貨停車位不得用作於特別條款第(68)、(69)及(70)條分別列明的用途以外的任何其他用途。承批人須根據上述批准圖則保養停車位及上落客貨停車位及其他空間，包括但不限於升降機、梯台及運轉與通道地方， 亦不得在未有署長事先書面同意下改動其布局。除了上述經批准圖則顯示的停車位外，該地段或其上之任何建築物或構築物之任何部分皆不得作車輛停泊之用。」

C. 對停車位購買者構成繁苛的租賃條件

1. 承批人須彌償

一般條款第4條

「承批人須就任何違反此等條款或地政總署署長(下稱「署長」，而其決定為最終並對承批人有約束力)認為任何因承批人使用該地段或開發或重建任何該地段或其部分或在該地段上進行的任何活動或在該地段上進行的任何其他工程而引致毗鄰或毗連土地或該地段損壞或土壤或地下水污染(不論該等使用、開發或重建、活動或工程是否符合或違反此等條款)所招致的所有訴訟、法律程序、責任、索償、費用、開支、損失(不論是否財政上)及申索向政府作出彌償及使其獲得彌償。」

特別條款第(3)條

「承批人確認在本協議日期當日，該地段上存有一些建築物、構築物及地基。政府將不會就該等建築物、構築物及地基的存在、使用及其後的拆卸而對承批人造成或蒙受的任何損害、滋擾或侵擾承擔任何責任或法律責任，而承批人須就與該等建築物、構築物及地基的存在、使用及其後的拆卸而直接或間接招致或有關的所有責任、申索、損失、費用、索償、訴訟或其他法律程序向政府作出彌償及使其獲得彌償。」

Summary of land grant
批地文件的摘要

2 保養

一般條款第6條

「(a) 承批人須於整個批租期內根據此等條款進行建造或重建(本詞指下文第(b)分條所預期的重建工程)：

(i) 依照經批准設計及布局及任何經批准建築圖則並在沒有任何變更或修改下保養所有建築物；及

(ii) 保養所有已建或依照此等條款或任何其後的合約修訂而可能興建的建築物至良好及充足的維修狀態，並在批租期屆滿或提前終止時以此維修狀態交還該等建築物。

(b) 如在批租期內任何時間拆卸該地段或其任何部分的現有建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以署長批核的類型及價值之建築物替代。在根據上述情況進行拆卸的情況下，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建造工程以作重建之同意書，並在收到該同意書的三個曆月內展開所需的重建的必要工程，並在署長指定的期限內完成以使署長滿意。」

3. 私家街道、道路及巷道

一般條款第8條

「任何按此等條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下，承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府，政府將為其鋪設表面、建造路緣、渠道(污水及雨水渠道)、排水道及街燈，有關費用由承批人負擔，而其後的維修將以公帑支付。若該等私家街道、道路及巷道保留於批租的範圍內，承批人須自費安排照明、鋪設表面、建造路緣、渠道及排水道及進行維修，以使署長在所有方面均滿意，而署長亦可以公眾利益為由進行街燈裝置及保養。承租人須承擔裝設街燈的建設成本，並為裝設及保養街燈的工人及車輛提供進出批租範圍的免費進出權。」

4. 預留範圍

特別條款第(10)(a)-(d)及(f)條

「 (a) 以下範圍將保留及預留予政府：

(i) 位於在此夾附的圖則Ia上以粉紅色加黑斜線、粉紅色加黑斜線黑點、粉紅色加黑交叉斜線及粉紅色加黑交叉斜線黑點顯示之範圍(以下分別稱為「粉紅色加黑斜線範圍」、「粉紅色加黑斜線黑點範圍」、「粉紅色加黑交叉斜線範圍」及「粉紅色加黑交叉斜線黑點範圍」)內香港主水平基準以上3.7米至香港主水平基準以上11.7米之間的空氣層，以供政府設施之用；

(ii) 位於粉紅色加黑交叉斜線範圍及粉紅色加黑交叉斜線黑點範圍內香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的空氣層，以供政府設施之用；

(iii) 位於粉紅色加黑斜線黑點範圍及粉紅色加黑交叉斜線黑點範圍內香港主水平基準以上3.7米至香港主水平基準以下9.5米之間的空氣層，以供政府設施之用；及

(iv) 位於在此夾附的圖則Ia上以粉紅色加紅斜線黑點顯示之範圍(下稱「粉紅色加紅斜線黑點範圍」)內香港主水平基準以上5.7米至香港主水平基準以下9.5米之間的空氣層，以供政府設施之用；

(此特別條款第(a)(i)、(a)(ii)、(a)(iii)及(a)(iv)分條所指的空氣層在下文合稱「第一預留範圍」)；及

(v) 位於在此夾附的圖則Ia上以粉紅色加黑交叉顯示之範圍(下稱「粉紅色加黑交叉範圍」)內一個或多個地面層以下1.5米至一個或多個地面層以上5.5米之間的空氣層，以供政府設施之用；及

(vi) 位於在此夾附的圖則Ia上以粉紅色加綠斜線顯示之範圍(下稱「粉紅色加綠斜線範圍」)內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層，以供政府設施之用；

(此特別條款第(a)(v)及(a)(vi)分條所指的空氣層在下文合稱「第二預留範圍」)；及

(vii) 位於在此夾附的圖則Ia上以粉紅色加黑圓圈顯示之範圍(下稱「粉紅色加黑圓圈範圍」)內香港主水平基準以上4.7米之上及香港主水平基準以下11.0米之下的空氣層，以供政府設施之用；

(此第(vii)分條所指的空氣層在下文稱為「第三預留範圍」)；及

(viii) 位於在此夾附的圖則Ia上以粉紅色加棕斜線及粉紅色加棕斜線橙點顯示之範圍(以下分別稱為「粉紅色加棕斜線範圍」及「粉紅色加棕斜線橙點範圍」)內香港主水平基準以上11.2米至香港主水平基準以上31.2米之間的空氣層，以供高架引道之用；

(此第(viii)分條所指的空氣層在下文稱為「第四預留範圍」)；

(ix) 位於在此夾附的圖則Ia上以粉紅色加綠點顯示之範圍(下稱「粉紅色加綠點範圍」)內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層，以供政府設施之用；

(此第(ix)分條所指的空氣層在下文稱為「第五預留範圍」)；

(第一預留範圍、第二預留範圍、第三預留範圍、第四預留範圍及第五預留範圍在下文合稱「預留範圍」)。

(b) 除此等條款另有訂明外，承批人對預留範圍並無權利、業權、擁有權、佔用權或使用權。

(c) 受限於本文件特別條款第(a)分條及特別條款第(11)條，除非得署長事先書面同意，承批人不得在預留範圍內或上搭建或興建任何建築物或構築物或任何建築物或構築物的支撐物，而署長可以其單獨酌情權拒絕同意或在給予同意時施加其認為合適的條款及條件。

(d) 政府及其人員、代理人、承辦商及工人及其他獲授權人士在毋須成本、費用及開支下獲保留及預留以下權利：為在預留範圍內或上已建或擬建的建築物、裝置或構築物的支撐權、所有必須的地役權、經過該地段以來往預留範圍及其任何一個或多個部分及支撐或附屬於在預留範圍內或上已建或擬建的建築物、裝置或構築物的構築物及裝置的通行權及利用任何沿、通過該地段或任何在其上的建築物、構築物及搭建物或其任何一個或多個部分的、或在其上面、上、下或內鋪設或將鋪設的溝渠、水管、電線、電纜、污水渠、排水渠、管道、煙道、導管及水道及其他媒介，以供氣體、電力、水、排水或其他污水、空氣、電話線及其他服務設施流通來往預留範圍及其任何一個或多個部分的權利。

(f) 謹此同意及確認政府有權在毋須成本、費用及開支下安裝、保留、翻新、更換、保養及維修位於該地段內黃竹坑站(按特別條款第(46)(a)條定義)下方的服務設施及該等設施在該地段內已建或擬建的一幢或多幢建築物上的附屬物。」

特別條款第(11)(a)-(c)條

「 (a) 謹此確認承批人已於第一預留範圍內搭建現有的服務設施及與鐵路相關的構築物，承批人須自費保養、維修及更換現有的服務設施及與鐵路相關的構築物以使署長在各方面滿意。

(b) 在批租期完結時及署長要求下，承批人須自費及在署長以書面指明的時間內拆卸及移除此特別條款第(a)分條指明的所有現有的服務設施及與鐵路相關的構築物。

(c) 承批人須就承批人及其傭人、工人或承辦商因進行、履行或滿足承批人於此特別條款下的責任所作出或沒有作出的任何事情而招致或有關的所有責任、訴訟、法律程序、費用、申索、開支、損失、賠償、支出及索償向政府及其人員、代理人、承辦商及工人及其他獲授權人士作出彌償及使其獲得彌償。」

5. 行人天橋相關結構及未來行人天橋相關結構

特別條款第(12)(a)、(b)、(d)、(e)、(f)及(g)條

「 (a) 承批人於本協議日期已自費在該地段內搭建、提供及興建支柱及其他結構性支撐物及接駁位(該等支柱及其他結構性支撐物及接駁位在下文合稱「行人天橋相關結構」)，用以連接該地段至於在此夾附的圖則Ia上U1及V1兩點之間標示的位置擁有最少3.0米內部淨闊度、最少2.4米內部通行高度及由香港主水平基準以上11.7米至香港主水平基準以上18.6米之間的最少淨空高度並在此夾附的圖則Ia上以“EW”標示之現有行人天橋(下稱「現有行人天橋」)。此後承批人須自費管理及保養行人天橋相關結構，以使署長在各方面滿意。

(b) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內以署長要求或批准的物料、標準、高度、定線、布局及設計搭建、提供及建造署長可能要求的支柱及其他結構性支撐物及接駁位(該等支柱及其他結構性支撐物及接駁位在下文合稱「未來行人天橋相關結構」)，並在此後自費管理及保養未來行人天橋相關結構，以連接該地段至可能位於在此夾附的圖則Ia上U3及V3兩點之間標示的位置或位於或經過其他由署長書面批准的位置或點，並擁有全由署長決定的最少內部淨闊度、最少內部通行高度及何等水平之間的最少淨空高度之未來行人天橋。為免生疑問，就未來行人天橋會否建成並無保證。

(d) 承批人須就承批人及其傭人、工人或承辦商因建造、改建、維修、保養及管理行人天橋相關結構、未來行人天橋相關結構及連接點所作出或沒有作出的任何事情而招致或有關的所有責任、訴訟、法律程序、費用、申索、開支、損失、賠償、支出及索償向政府及其人員、代理人、承辦商及工人及其他獲授權人士作出彌償及使其獲得彌償。

(e) 於整個在此協定的批租期內，政府及其人員、承辦商、代理人、工人、僱員及其他正式獲授權人士有權帶同或不帶同工具、設備、裝置、機器或車輛毋須成本、費用及開支在所有時間進入或經過該地段或其任何一個或多個部分之內、之上或進入或經過在其上搭建的任何一幢或多幢建築物之內、下、上或之上：

(i) 以進行以連接未來行人天橋至未來行人天橋相關結構為目的之工程(該等連接工程在下稱「連接工程」)並在此後享有連接工程、現有行人天橋及未來行人天橋的支撐地役權；及

(ii) 以維修及保養連接工程、現有行人天橋及未來行人天橋。

政府及其人員、承辦商、代理人、工人及僱員毋須就因行使其根據本分條授予之權力引起或相關而令承批人蒙受的任何損失、損害、滋擾或侵擾承擔任何法律責任，而承批人亦不得就任何該等損失、損害、滋擾或侵擾向其索償。

(f) 當署長要求時，承批人須自費及在署長各方面滿意下進行所有署長要求或批准的工程臨時封閉在該地段上已建或擬建的一幢或多幢建築物的出入口，以連接現有行人天橋及未來行人天橋。臨時封閉處的所有必需的保養工程須由承批人負責，並由其自費展開以使署長滿意。

(g) 承批人已在本協議日期提供並須於整個在此協定的批租期內自費並在署長各方面滿意下保持一條開放予公眾免費及無阻礙地使用的公眾行人通道，以在特別條款第(46)(a)條定義的黃竹坑站的營運時間內連接在此夾附的圖則Ia上U1及V1兩點之間標示的位置的現有行人天橋及在此夾附的圖則Ia上從U2至V2各點之間標示的位置的地面水平。」

6. 綠色範圍

特別條款第(13)(a)條

「 (a) 承批人須：

(i) 於2026年3月31日或D地盤到期日或經延展的到期日(如適用)起計84個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 在此所夾附的圖則Ia上以綠色顯示的部分(下稱「綠色範圍」)鋪設及平整部分未來公共道路；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其單獨酌情要求的其他構築物(在下文合稱「該等構築物」)

使建築、車輛、行人的交通得以在綠色範圍內進行及往來。

(ii) 於2026年3月31日或D地盤到期日或經延展的到期日(如適用)起計84個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費在綠色範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色範圍連同該等構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色範圍的管有權根據特別條款第(14)條交還為止。」

特別條款第(14)條

「僅為了進行特別條款第(13)條指明的所需工程，綠色範圍的管有權將會在本協議日期當日授予承批人。綠色範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款已獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(13)條進行。」

7. 綠色圓點範圍

特別條款第(17)(a)條

「 (a) 承批人須：

(i) 於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：

(I) 鋪設及平整位於在此夾附的圖則Ia上以綠色圓點顯示之範圍(下稱「綠色圓點範圍」)內一個或多個地面層以下2米至一個或多個地面層以上5.5米之間的空氣層內的部分未來公共道路。為免生疑問，綠色圓點範圍的空氣層與第五預留範圍相同；及

(II) 提供及建造該等橋樑、隧道、上跨路、下通道、下水道、高架管道、天橋、行人道、道路或署長以其單獨酌情要求的其他構築物(在下文合稱「綠色圓點範圍構築物」)

使建築、車輛、行人的交通得以在綠色圓點範圍內進行及往來。

(ii) 於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費在綠色圓點範圍鋪設路面、建造路緣及渠道，並提供署長規定的溝渠、污水渠、排水渠、消防栓連接駁至總水管的水管、服務設施、街燈、交通標誌、街道設施、路面標記及植物，以使署長滿意；及

(iii) 自費保養綠色圓點範圍連同綠色圓點範圍構築物及在其上或其內建造、安裝及提供的所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、路面標記和植物以使署長滿意，直至綠色圓點範圍的管有權根據特別條款第(18)條交還為止。」

特別條款第(18)條

「僅為了進行特別條款第(17)條指明的所需工程，綠色圓點範圍的管有權將會在本協議日期當日授予承批人。綠色圓點範圍須於要求時交還予政府，並在任何情況下於署長發信表明此等條款已獲符合並使其滿意之日視為已交還予政府。承批人須在其管有綠色圓點範圍的所有合理時間內准許所有政府及公共車輛及行人自由進入及通過綠色圓點範圍，並確保該項進入的權利不受進行的工程干擾或阻礙，不論有關工程是否依據特別條款第(17)條進行。」

8. 樹木保育

特別條款第(25)條

「未得署長事先書面同意，概不可移除或干預任何現於該地段或毗連土地生長的樹木，而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。」

9. 園境美化工程

特別條款第(26)(a)、(b)(ii)及(iii)、(c)、(d) 及(e)條

「 (a) 承批人須自費向規劃署署長提交一份園境設計總圖，指明將在該地段內根據此特別條款第(b)分條提供之園境美化工程的位置、布局及設計，以取得其批核。在園境設計總圖未獲規劃署署長的書面批准及本文件特別條款第(25)條下樹木保育計劃書未獲同意(如要)前，不得在該地段或其部分進行地盤平整工程。

(b) (ii) 該地段上不少於30%之範圍須種植樹木、灌木或其他植物。

(iii) 此特別條款第(b)(ii)分條所指的30%範圍中的不少於50%(下稱「綠化範圍」)須位處署長全權酌情決定之位置或高度，以使行人可見或進入該地段的人士可達。

(c) 承批人須自費依照經批准園境設計總圖(下稱「經批准園境設計總圖」)為該地段進行園境美化，以使署長在各方面滿意。未得署長事先書面同意，不得修改、變更、改動、修訂或替代經批准園境設計總圖。

(d) 承批人須此後自費保持及保養園境美化工程至安全、清潔、整齊、整潔及健康的狀態，以使署長在所有方面均滿意。

(e) 根據本特別條款進行園境美化工程之範圍須被指定為並構成特別條款第(64)(a)(v)條所指的公用地方。」

Summary of land grant
批地文件的摘要

10. 政府樓宇

特別條款第(29)(a)及(b)條

「 (a) 承批人須自費及使署長在各方面滿意下在該地段內以良好工藝及依照在此夾附的技術附表(下稱「技術附表」)及根據特別條款第(30)(a)條批核的圖則搭建、興建及提供以下樓宇：

(i) 在本協議日期起計84個月內完成一所淨作業樓面面積達557平方米的中度智障人士宿舍(下稱「宿舍」)，並使其適合佔用及運作；及

(ii) 在本協議日期起計84個月內完成一所淨作業樓面面積達653平方米的綜合職業康復服務中心(下稱「康復服務中心」)，並使其適合佔用及運作；

(該等樓宇連同署長以其絕對酌情權決定及專屬於該等樓宇的任何其他範圍、設施、服務及設備(其決定為最終並對承批人有約束力)在下文合稱「政府樓宇」)。

(b) 政府保留權利在任何時間以其絕對酌情權改動或變更政府樓宇或其任何部分之用途。」

特別條款第(33)(e)條

「 (e) 承批人須就政府樓宇或其任何部分的建築工程而招致或有關的所有責任、費用、開支、申索、訴訟、索償及其他法律程序向政府及署長作出彌償及使其獲得彌償。」

特別條款第(42)(a), (b) 及(c)條

「 (a) 承批人須在此協定的整個批租期內自費，受限於特別條款第(64)(a)(iv)(I)條所述財政司司長法團的任何供款，以署長全面滿意的方式維護以下物件(以下簡稱「物件」)：

(i) 政府樓宇的外部飾面，以及政府樓宇之內、周圍、之上和之下的所有牆壁、柱子、橫、天花板、天台板、車道或樓板的結構，以及任何其他結構構件；

(ii) 為政府樓宇及該地段上的發展項目其餘部分服務的所有升降機、自動扶梯及樓梯；

(iii) 為政府樓宇及該地段上的發展項目其餘部分提供服務之系統的所有屋宇裝備裝置、機器及設備(包括但不限於便攜式和非便攜式消防裝置設備)；及

(iv) 為政府樓宇及該地段上的發展項目其餘部分提供服務的所有其他公用部分及設施。

(b) 承批人須就承批人未能維護該等物件產生或導致的所有性質的責任、損害、費用、索賠、成本、要求、收費、訴訟和程序向政府和財政司司長法團作出彌償及使其獲得彌償。

(c) 僅就本特別條件而言，「受讓人」一詞不包括財政司司長法團。」

11. 黃竹坑站與黃竹坑車廠

特別條款第(46)條

「 (a) 由本協議日期起及於整個在此協定的批租期內，承批人須繼續於黃竹坑站地盤內以署長各方面均滿意的規模及方式並依據此等條款及香港鐵路條例及其下之規例及任何修訂法例營運一個鐵路車站及以供使用、營運及管理金鐘與海怡半島之間的南港島綫(東段)(下稱「南港島綫(東段)」)的該等附屬鐵路構築物、設施及道路(該鐵路車站及附屬鐵路構築物、設施及道路以下合稱「黃竹坑站」)。

(b) 由本協議日期起及於整個在此協定的批租期內，承批人須繼續於黃竹坑車廠地盤內以署長各方面均滿意的規模及方式並依據所有有關鐵路車廠及現時或任何時候在香港生效的條例、附屬法例及規例營運一個維修車廠、鐵路工場及以供營運及管理南港島綫(東段)的其他附屬設施(以下合稱「黃竹坑車廠」)。」

特別條款第(53)條

「承批人須於整個在此協定的批租期內在黃竹坑站的營運時間內准許公眾人士以步行或輪椅方式自由及毋須以任何方式付費地進入及行經由承批人指定作往來黃竹坑站的該地段的一個或多個部分或其上任何的建築物、構築物及搭建物內、下或上作一切合法用途。」

12. 行人連接道及行人通道

特別條款第(59)(a)-(e)條

「 (a) 承批人須自費按署長批准的位置、方式、材料、標準、水平、定線及設計鋪設、平整、提供、建造及鋪蓋該等隔離行人道或行人徑(連同署長絕對酌情要求的該等樓梯、斜道、照明及扶手電梯)作本特別條款第(b)分條指明的用途，使署長在各方面滿意。

(b) 上述隔離行人道或行人徑須為本特別條款第(a)分條所訂的採用最短路線，並有蓋及為下述目的建造及設計：

(i) 在署長批准的建築物之位置及水平連接擬在該地段內興建的每一幢建築物；及

(ii) 連接該地段內的一切主要設施，包括黃竹坑站、商業樓宇、公共休憩空間、住宅大廈、未來行人天橋(其連接點於夾附於此的圖則Ia上U3點及V3點之間顯示及標示)及政府樓宇，以及在該地段外的主要設施包括現有行人天橋、位於黃竹坑站下方的公共運輸設施、現已或將會沿南朗山道提供的公共巴士總站及現已或將會沿警校道提供的公共小巴總站。

(c) 承批人須於2026年6月30日或C地盤到期日或經延展的到期日(如適用)起計96個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下在該地段內提供一條闊4米的有蓋行人通道，以連接黃竹坑站、政府樓宇、現有行人天橋、位於黃竹坑站下方的公共交通設施、沿南朗山道的公共巴士總站、沿警校道的公共小巴總站及未來行人天橋(其連接點於夾附於此的圖則Ia上之U3及V3點之間顯示及標記)。為免生疑問，署長可以其絕對酌情權准許沿南朗山道的公共巴士總站及沿警校道的公共小巴總站之間的部分行人通道搭建於署長可能決定的其他位置或以署長可能決定的其他闊度搭建。

(d) 承批人須於整個在此協定的批租期內自費保養按本特別條款第(a)及(c)分條要求提供的隔離行人道或行人徑(連同該等樓梯、斜道、照明及升降機)及行人通道至良好及充足的維修狀態，以使署長滿意。

(e) 承批人須於整個在此協定的批租期內保持此特別條款第(d)分條下提供的有蓋行人通道每日24小時不受阻礙地免費開放予公眾使用。」

13. 通道範圍

特別條款第(61)(a)-(f)條

「 (a) 除非事先獲得署長書面同意，除於本協議日期已存有的構築物外，不得在該地段中(i)在此夾附的圖則Ia上(i)以粉紅色加橙點顯示之範圍(除非已預留由地面水平向上延伸5.5米高的淨空間作公眾行人通道之用)及(ii)在此夾附的圖則Ia上以粉紅色加棕斜線橙點顯示之範圍(除非已預留由地面水平向上延伸3.0米高的淨空間作公眾行人通道之用)內搭建或興建建築物或構築物或任何建築物或構築物的支撐物(該等在上述粉紅色加橙點範圍及粉紅色加棕斜線橙點範圍內的淨空間在下文合稱「通道範圍」)。

(b) 承批人須於2027年6月30日或F地盤到期日或經延展的到期日(如適用)起計84個月屆滿當日(以較後者為準)或其他署長可能批准的日期或時限或之前自費及使署長在各方面滿意下以署長批准的方式、物料、標準、高度、定線及設計鋪設、平整、提供、建造、鋪設表面及美化通道範圍，包括安裝街燈、種植灌木及樹木及提供及建造其他署長可能要求的該等行人道或其他構築物，以使通道範圍可作公眾行人通道之用。

(c) 在此特別條款第(b)分條提述的工程完成後，承批人須於整個在此協定的批租期內准許所有公眾人士於所有時間以步行或輪椅方式自由及及毋須以任何方式付費地經過及再經過通道範圍以作一切合法用途。

(d) 受限於此特別條款第(b)分條，承批人不得進行任何署長認為可能影響通道範圍的工程(署長之意見為最終並對承批人具約束力)。

(e) 通道範圍不得用作公眾人士以步行或輪椅方式通行以外的任何其他用途。

(f) 承批人須於整個在此協定的批租期內自費保養通道範圍至良好及充足的維修狀態，並保持其整潔，以使署長在各方面滿意。」

14. 停車及上落客貨要求

特別條款第(68)條

「 (a) (i) 該地段內須提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內的建築物內的住宅單位的住客及其真實來賓、訪客或受邀人的汽車停泊之用(下稱「住宅停車位」)，以使署長滿意，而提供住宅停車位之比率以已建或將建在該地段內的建築物內的住宅單位之相應大小作指標計算，並於下表列出(除非署長同意採用與下表所列者不同之住宅停車位比率或數量)。即使上述另有規定，住宅停車位的總數將不得超過730個或署長可能決定的其他數目；

每個住宅單位的大小	將提供的住宅停車位數量
少於40平方米	每33個住宅單位或其部分提供一個停車位
不少於40平方米但少於70平方米	每19個住宅單位或其部分提供一個停車位
不少於70平方米但少於100平方米	每6個住宅單位或其部分提供一個停車位
不少於100平方米但少於130平方米	每2個住宅單位或其部分提供一個停車位
不少於130平方米	每1個住宅單位或其部分提供一個停車位

(ii) 就此特別條款第(a)(i)分條而言，將提供的住宅停車位總數須等於此特別條款第(a)(i)分條之表格中列明的每個住宅單位相應大小作指標計算之住宅停車位相應數目的總和，另外就該等特別條款而言，「每個住宅單位的大小」一詞的總樓面面積指以下(I)及(II)之和：

(I) 由該住宅單位的住客所獨家使用及享用之住宅單位總樓面面積，該面積須從該單位圍封牆或護牆的外圍開始量度(除非該圍封牆分隔兩個相連單位，在該情況下則須從該圍封牆的中間開始量度)，並須包括該單位內的內部間隔及柱，但為免生疑問，須排除該單位內所有於特別條款第27(c)條中規定不得納入總樓面面積計算之樓面面積；及

(II) 按比例計入有關住宅單位的住宅公用地方(於下文定義)的總樓面面積，在計算時，住宅公用地方(指位於住宅單位圍封牆外予已建或將建在該地段內的發展項目住宅部分的住客所共同使用及享用的住宅公用地方，但為免生疑問，不包括所有於特別條款第27(c)條中規定不得納入總樓面面積的計算之樓面面積)(該住宅公用地方下稱「住宅公用地方」)的整體總樓面面積將按下列公式按比例計入住宅單位：

$$\text{住宅公用地方整體總樓面面積} \times \frac{\text{有關住宅單位根據此特別條款第(a)(ii)(I)分條計算的總樓面面積}}{\text{所有住宅單位根據此特別條款第(a)(ii)(I)分條計算的整體總樓面面積}}$$

(iii) 如任何已建或將建在該地段內的住宅單位大廈提供超過75個住宅單位，則須以每幢該等住宅單位大廈提供一個停車位或署長批准的其他比率提供額外停車位，以供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內的建築物之住宅單位之住客的真實來賓、訪客或受邀人的汽車停泊之用，惟最少須就每幢該等住宅單位大廈提供一個停車位。

(iv) 根據此特別條款第(a)(i)分條(可根據特別條款第(71)條更改)及第(a)(iii)分條提供的停車位不得用作上述條款各自規定的用途以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(b) (i) 該地段內須提供200個或署長批准的其他數目的停車位供停泊非工業(不包括鐵路、住宅、政府樓宇、貨倉、酒店及加油站)用途汽車，以使署長滿意。

(ii) 根據此特別條款第(b)(i)分條提供的停車位不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內作該分條規定的用途的建築物之佔用人及其真實來賓、訪客或受邀人的汽車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

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(c) (i) 在根據此特別條款第(a)及(b)分條(可根據特別條款第(71)條更改)提供的停車位中，承批人須依照建築事務監督的要求及批准保留及劃定停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例定義的傷殘人士停泊汽車(該等保留及劃定之停車位下稱「傷殘人士停車位」)，惟最少一個停車位須從此特別條款第(a)(iii)分條提供的停車位中保留及劃定，但承批人不得保留及劃定所有根據此特別條款第(a)(iii)分條提供的停車位作傷殘人士停車位。

(ii) 傷殘人士停車位不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例定義之傷殘人士停泊屬於已建或將建在該地段內的建築物之住客或佔用人及其真實來賓、訪客或受邀人的汽車以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(d) (i) 該地段內須按以下比率提供停車位，供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌的電單車停泊，以使署長滿意(除非署長同意採用不同之比率）：

(I) 根據此特別條款第(a)(i)分條提供的住宅停車位總數(可根據特別條款第(71)條更改)的百分之五(下稱「住宅電單車停車位」）；

(II) 根據此特別條款第(a)(iii)分條提供的訪客停車位總數的百分之五；及

(III) 根據此特別條款第(b)(i)分條提供的停車位總數(可根據特別條款第(71)條更改)的百分之五，

惟若須提供的停車位數目為小數，則須將其上調至下一個整數。

(ii) 住宅電單車停車位(可根據特別條款第(71)條更改)及根據此特別條款第(d)(i)(II)分條提供的停車位(可根據特別條款第(71)條更改)不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內的建築物之住宅單位之住客及其真實來賓、訪客或受邀人的電單車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他用途或提供洗車及汽車美容服務。

(iii) 根據此特別條款第(d)(i)(III)分條提供的停車位(可根據特別條款第(71)條更改)不得用作供根據《道路交通條例》、其任何附屬規例及任何修訂法例獲發牌及屬於已建或將建在該地段內作此特別條款第(b)(i)分條規定的用途的建築物之佔用人及其真實來賓、訪客或受邀人的電單車停泊以外的任何其他用途，其中特別禁止用於存放、陳列或展示汽車作招售或其他目的或提供洗車及汽車美容服務。

(e) (i) 除了傷殘人士停車位，每個根據此特別條款第(a)及(b)分條提供的停車位(可根據特別條款第(71)條更改)須闊2.5米及長5.0米，並有最少2.4米淨空高度。

(ii) 每個傷殘人士停車位的大小須如建築事務監督要求及批准。

(iii) 每個根據此特別條款第(d)分條提供的電單車停車位(可根據特別條款第(71)條更改)須闊1米及長2.4米，並有最少2.4米或以署長可能批准的最少淨空高度。」

特別條款第(69)(a)及(b)條

「 (a) 該地段內須以下列比率提供停車位供上落客貨車輛之用並使署長滿意：

(i) 每幢已建或將建在該地段內的住宅單位大廈提供一個上落客貨停車位，而該上落客貨停車位須毗鄰或位於每幢住宅單位大廈之內；及

(ii) 已建或將建在該地段內作非工業(不包括鐵路、住宅、政府樓宇、貨倉、酒店及加油站)用途的建築物的總樓面面積之中每1,200平方米或其部分提供一個上落客貨停車位。

(b) (i) 每個根據此特別條款第(a)(i)分條提供的停車位(可根據特別條款第(71)條更改)須闊3.5米及長11.0米，並有最少4.7米淨空高度。該等停車位不得用作該分條提述的建築物上落客貨車以外的任何其他用途。

(ii) 根據此特別條款第(a)(ii)分條提供的停車位數量(可根據特別條款第(71)條更改)的百分之六十五或署長以其絕對酌情權決定的其他百分比之停車位須各闊3.5米及長7.0米，並有最少3.6米淨空高度。根據此特別條款第(a)(ii)分條提供的停車位數量(可根據特別條款第(71)條更改)的其餘百分之三十五或署長以其絕對酌情權准許的其他百分比之停車位須各闊3.5米及長11.0米，並有最少4.7米淨空高度。」

特別條款第(70)條

「黃竹坑站地盤及黃竹坑車廠地盤內須提供為滿足黃竹坑站及黃竹坑車廠營運需要而需要的停車位，以供汽車停泊、調動及上落客貨，並使署長滿意。如此提供的停車位不得用作汽車停泊及上落客貨以外的任何用途。為免生疑問，按此特別條款提供的停車位將計入特別條款第(27)(d)條規定的總樓面面積內。」

特別條款第(71)條

「 (a) 即使特別條款第(68)(a)(i)、(68)(b)(i)、(68)(d)(i)(I)、(68)(d)(i)(II)、(68)(d)(i)(III)、(69)(a)(i)及(69)(a)(ii)條另有規定，承批人可增加或減少按上述各條特別條款分別提供的停車位數目不多於5個百分點，惟如此增加或減少的停車位總數不得多於50個。

(b) 除此特別條款第(a)分條以外，承批人可增加或減少按特別條款第(68)(a)(i)及(68)(d)(i)(I)條提供的停車位數目不多於5個百分點，而毋須考慮特別條款第(a)分條所計算的停車位。」

特別條款第(74)條

「在該地段內根據特別條款第(68)(a)(iii)條及第(69)(a)(i)條提供之停車位及傷殘人士停車位須被指定為並構成公用地方的一部分。」

Summary of land grant
批地文件的摘要

15. 削土工程

特別條款第(77)(a)、(c) 及(d)條

「 (a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程，不論事前是否獲署長書面同意，而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何相鄰或毗鄰的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在此協定的整個批租期內自費保養上述土地、斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保持其良好充足的維修狀態，以使署長滿意。

(c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致該地段或任何相鄰或毗鄰政府或已批租土地發生任何滑土、山泥傾瀉或地陷，承批人須自費將之回復原貌及修復以使署長滿意，並承諾向政府、其代理人及承建商彌償因此等滑土、山泥傾瀉或地陷而引致其蒙受或招致的任何費用、支出、損失、索償及申索。

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

16. 保養地錨

特別條款第(79)條

「如該地段或其任何部分在開發或重建時已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費進行定期維修和定期監察，以使署長滿意。承批人並須按署長不時全權酌情的要求下，提供所有監察工程的報告及資料。如承批人忽略或沒有執行指定的監察工程，署長可立即執行及展開該監察工程，而承批人須於應政府要求時償還有關的費用。」

17. 廢土或泥頭碎礫

特別條款第(80)條

「 (a) 如有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料(下稱「廢物」)腐蝕、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水管、雨水渠或明渠或其他政府產業(下稱「政府產業」)，承批人須自費將廢物從政府產業移走，並修復任何對政府產業造成的損害。承批人須就任何因該等腐蝕、沖下或傾倒而導致私人產業受損毀或滋擾所引起的所有法律行動、追討及索償向政府作出彌償。

(b) 即使此特別條款第(a)分條另有規定，署長可(但並非必須)在承批人要求時將廢物從政府產業移走，並修復任何對政府產業造成的損害，而承批人須按要求向政府支付有關費用。」

18. 對服務設施的損害

特別條款第(81)條

「承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，尤其是進行建造、保養、更新或修理工程(下稱「建造及保養工程」)，以免損害、干擾或阻礙該地段或其任何部分、綠色範圍或該地段或其任何部分及綠色範圍兩者之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下合稱「服務設施」)。承批人須在進行任何建造及保養工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交計劃書述明如何處理可能受建造及保養工程影響的服務設施，以獲取署長各方面的書面批准。承批人在署長書面批准建造及保養工程及上述的計劃書前，不得展開任何工程。承批人須自費符合所有署長在作出上述批准時施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因建造及保養工程對該地段或其任何部分、綠色範圍或該地段或其任何部分及綠色範圍兩者或任何服務設施造成任何損害、干擾或阻礙，承批人須自費全面地進行修理、復修及還原工程，以使署長滿意(除署長另作選擇，明渠、污水管、雨水渠、總水管之復修工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用)。若承批人未有在該地段或其任何部分、綠色範圍或該地段或其任何部分及綠色範圍兩者或任何服務設施展開任何所需的改道、重鋪、修理、復修及還原工程致使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、復修及還原工程，而承批人則須在政府要求時支付有關工程的費用。」

19. 建造排水渠及渠道與連接排水渠及渠道

特別條款第(82)條

「 (a) 承批人須按署長視為需要時，自費以署長滿意的方式在該地段邊界範圍內或政府土地上搭建和保養排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或政府雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，承批人必須承擔全責並向政府及其官員賠償。

(b) 如該地段已鋪設任何排水渠及污水管並已啟用，署長可展開工程將此等渠道接駁至政府雨水渠及污水管，惟倘有由此引致的損失或損害，署長毋須向承批人承擔責任。承批人須在政府通知時支付此等接駁工程的費用。此外，上述接駁工程亦可由承批人自費以署長滿意的方式進行。於該情況下，承批人須自費保養建於政府土地內的接駁工程部分，並在政府通知時將其移交政府，日後由政府自費保養。承批人須在政府通知時支付上述接駁工程的技術審核費用。如承批人未能保養上述建於政府土地內的接駁工程之任何部分，署長可按其視為必要時，進行該等保養工程，承批人必須在接獲通知時向政府支付有關的費用。」

20. 保護明渠

特別條款第(83)條

「 (a) 承批人確認在該地段外有一條明渠位於在此夾附的圖則Ia上以紅色虛線顯示的範圍內及香港主水平基準以上5.7米至香港主水平基準以下9.5米之間的空氣層(下稱「明渠」)，而政府亦不會因明渠的存在、狀況及狀態或明渠其後的搭建或因行使根據此特別條款賦予政府的任何權利所引致承批人或使其蒙受的任何損失、損害、損傷、滋擾或干擾承擔任何責任或法律責任，承批人亦不得為此作任何申索賠償。

(b) 承批人須確保所有在該地段之中、之上或之內進行的工程須以不減損明渠穩定性、排水性能及可達性的方式進行。

(c) 倘承批人的工程減損了明渠的穩定性、排水性能及可達性(渠務署署長對工程有否減損明渠的穩定性、排水性能及可達性的決定為最終並對承批人有約束力)，渠務署署長有權以書面通知要求承批人自費進行以其絕對酌情權要求的該等補救工程。如承批人忽略或沒有於指明時間內履行該通知內的要求，渠務署署長可於該通知期屆滿後執行及展開所需的工程，而承批人須在收到通知要求後向政府償還相關的成本。」

21. 禁止小販

特別條款第(84)條

「承批人不得准許或容忍任何小販於該地段(商用樓宇除外)內擺賣，並須將被發現的小販從該處移離。承批人須於該地段(商用樓宇除外)的所有入口附近之當眼位置張貼禁止小販於該地段(商用樓宇除外)內擺賣的告示。就此等條款而言，「小販」是根據《公眾衞生及市政條例》第2條、任何根據該條例所訂的規則及任何修訂法例所定義，惟就此特別條款而言，該定義(a)段中「在公眾地方」一詞須被略去，並由「該地段(任何根據此等條款可用作商業用途的部分除外)內」取代。」

22. 不得作廣告用途

特別條款第(85)條

「未得署長事先書面同意前，承批人不得在黃竹坑站或黃竹坑車廠或兩者的任何部分或其任何外部搭建或准許或容忍搭建任何廣告招牌、圍板、告示板或海報以作戶外廣告用途，即使獲得同意亦只能依照署長以其絕對酌情權要求或訂明的條款及條款進行。惟就直接與鐵路營運有關而在黃竹坑站或黃竹坑車廠或兩者的任何部分上搭建的招牌、告示或海報而言，則毋須獲得署長的事先書面同意。」

23. 禁止搭建或製作墳墓或骨灰龕

特別條款第(88)條

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准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。」

24. 保護地下鐵路

特別條款第(89)條

「 (a) 在該地段或其任何部分上或內的建築工程、地基工程或任何其他工程均不得破壞、干擾、阻礙或危害黃竹坑站、黃竹坑車廠或地下鐵路的運作或其任何一者或多於一者或任何在該地段或其任何部分內、經過或附近及有關地下鐵路的構築物、設施、裝置或隧道(以下合稱「地下鐵路構築物及裝置」)。承批人須自費採取署長要求的措施及預防措施，以確保地下鐵路構築物及裝置及地下鐵路、黃竹坑站及黃竹坑車廠的安全。

(b) 於整個在此協定的批租期內，承批人須符合並遵從屋宇署署長施加的所有規定，以保護地下鐵路構築物及裝置，以使屋宇署署長在各方面滿意。」

25. 發展項目設施坑道

特別條款第(90)條

「承批人須自費在該地段內獲署長批准的一個或多個位置及以署長批准的設計及標準搭建、興建、提供及保養發展項目設施坑道(下稱「設施坑道」)。設施坑道須位於黃竹坑車廠的天台或其他獲署長批准的一個或多個位置。設施坑道僅可用作容納在該地段內任何地盤之服務設施，而該等服務設施包括但不限於供水、污物及廢水排放、雨水排放、煤氣、電纜、電訊電纜、有線電視及同類服務，此等服務設施必須以有關政府機構及公用事業公司批准的方式安裝及保養。在計算特別條款第(27)(c)條訂明的總樓面面積時，設施坑道將不會計算在內。」

備註：

1. 根據一封由地政總署鐵路發展組於2020年10月21日發出並已於土地註冊處以文件摘要編號20113001010307註冊的信件，批地文件內規定完成發展、建造、平整或提供(視屬何種情況而定)以下地盤、範圍及設施之日期將被更改如下：

特別條款	描述	於以下日期或之前完成
(12)(b)	建造連接未來行人天橋的結構性支撐物及接駁位	2027年3 月23日
(13)(a)	平整綠色範圍	2027年6月10日
(17)(a)	平整綠色圓點範圍	2027年3月23日
(23)(b)	發展A地盤	2024年12月11日
(23)(c)	發展B地盤	2025年7月16日
(23)(d)	發展C地盤	2027年3月23日
(23)(e)	發展D地盤	2027年6月10日
(29)(a)	提供政府樓宇	2024年12月11日
(43)(a)	提供公共休憩空間	2027年3月23日
(59)(c)	提供行人通道	2027年3月23日

2. 根據一封由地政總署鐵路發展組於2025年8月1日發出並已於土地註冊處以文件摘要編號25100301950184註冊的信件，一短暫寬免已批出以寬免批地文件特別條款第(43)條所載的公眾休憩用地用途限制，以允許在公眾休憩用地上進行商業活動，為期一年，由2025年9月1日開始至2026年8月31日（包括該兩日）。

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), 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
地税

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

賣方將會/已繳付有關該停車位所有未付之地税由批地文件之日期起計直至並包括個別買方簽署停車位轉讓契之日期。

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 to the common parts of the Phase of the Development, whether or not the amount of the deposits is yet to be ascertained at the date on which this sales brochure for parking space is printed.

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

Defect liability warranty period
欠妥之處的保養責任期

The vendor shall, as provided in the agreement for sale and purchase, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase 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 Phase of 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，除了進行按揭或押記外，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份之五的款額。同時買方亦須額外付予賣方或付還賣方(視情況而定)全部就取消該買賣合約須付之律師費、收費及代墊付費用(包括任何印花稅)。

3. 已簽署買賣合約的買方有權要求查閱一份有關完成興建發展項目期數所需的總建築費用及總專業費用的最新資料，及有關直至詢問時的上一個月底為止已花費及支付的總建築費用及總專業費用，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

Date of Printing of this Sales Brochure for Parking Space: 13 May 2025

本車位銷售説明書的印製日期：2025年5月13日

Examination Record
檢視紀錄

Examination/ Revision Date	Revision Made	
	Page Number	Revision Made
6 November 2025	6, 7	Floor plans of parking spaces in the phase are updated
29 January 2026	26, 37	Information in summary of land grant is updated
16 June 2026	2	Status of the phase is updated
	6, 7	Floor plans of parking spaces in the phase are updated

檢視 / 修改日期	所作修改	
	頁次	所作修改
2025年11月6日	6, 7	更新期數中的停車位的樓面平面圖
2026年1月29日	26, 37	更新批地文件的摘要的資料
2026年6月16日	2	更新期數的狀況
	6, 7	更新期數中的停車位的樓面平面圖