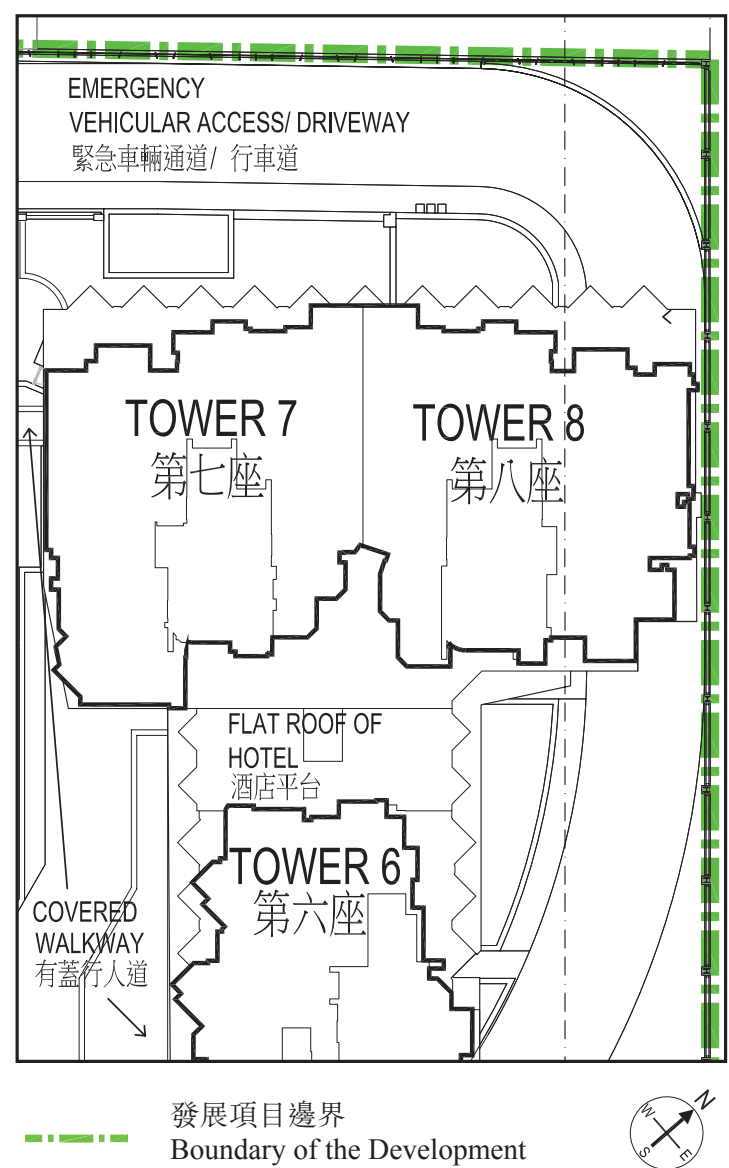


索引圖 Key Plan



每個住宅物業的樓板(不包括灰泥)的厚度：不適用
The thickness of the floor slabs (excluding plaster) of each residential property: Not applicable

每個住宅物業的層與層之間的高度：不適用
The floor-to-floor height of each residential property: Not applicable

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。
(不適用於本發展項目)
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
(Not applicable to the Development)

- 備註：
- 1) 以上樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「發展項目的住宅物業的樓面平面圖」一節首頁。
 - 2) 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為庇護層。

- Remarks:
- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Development” for glossary of the terms and abbreviations shown in the floor plan above.
 - 2) Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.

發展項目中的住宅物業的面積

Area of residential properties in the development

AREA SCHEDULE面積表

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair-hood	前庭 Terrace	庭院 Yard
1	7樓-16樓 7/F-16/F	A	139.741 (1,504) 露台 Balcony: 4.838 (52) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	148.207 (1,595) 露台 Balcony: 5.110 (55) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	17樓-25樓 17/F-25/F	A	139.600 (1,503) 露台 Balcony: 4.872 (52) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	148.142 (1,595) 露台 Balcony: 5.110 (55) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	26樓-32樓 26/F-32/F	A	139.497 (1,502) 露台 Balcony: 4.899 (53) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	148.066 (1,594) 露台 Balcony: 5.110 (55) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	33樓 33/F	A	139.497 (1,502) 露台 Balcony: 4.899 (53) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	41.984 (452)	—	—	—
		B	148.066 (1,594) 露台 Balcony: 5.110 (55) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	30.284 (326)	—	—	—

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.
3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為庇護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.
4. 表中提及之「天台」於發展項目最新經批准建築圖則中描述為平台，該描述現正在修正中。
“Roof” referred to in the table is described as Flat Roof in the latest approved building plans of the Development, which said description is in the course of being corrected.

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) Sq.metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair- hood	前庭 Terrace	庭院 Yard
3	7樓-17樓 7/F-17/F	A	99.461 (1,071) 露台 Balcony: 3.565 (38) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
		B	96.838 (1,042) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
	18樓、20樓-27樓 18/F, 20/F-27/F	A	99.436 (1,070) 露台 Balcony: 3.565 (38) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
		B	96.638 (1,040) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
	28樓-36樓 28/F-36/F	A	99.411 (1,070) 露台 Balcony: 3.565 (38) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
		B	96.400 (1,038) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
	37樓 37/F	A	99.411 (1,070) 露台 Balcony: 3.565 (38) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	44.899 (483)	—	—	—
		B	96.400 (1,038) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	38.432 (414)	—	—	—

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The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.

3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為庇護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.

發展項目中的住宅物業的面積

Area of residential properties in the development

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積 (不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) Sq.metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair-hood	前庭 Terrace	庭院 Yard
5	7樓-17樓 7/F-17/F	A	101.957 (1,097) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
		B	98.883 (1,064) 露台 Balcony: 3.519 (38) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
	18樓-27樓 18/F-27/F	A	101.887 (1,097) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
		B	98.720 (1,063) 露台 Balcony: 3.599 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
	28樓-36樓 28/F-36/F	A	101.782 (1,096) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
		B	98.621 (1,062) 露台 Balcony: 3.639 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	—	—	—	—
	37樓 37/F	A	101.782 (1,096) 露台 Balcony: 3.629 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	51.889 (559)	—	—	—
		B	98.621 (1,062) 露台 Balcony: 3.639 (39) 工作平台 Utility Platform: - (-)	—	—	—	—	—	—	51.712 (557)	—	—	—

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The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.
3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為庇護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) Sq.metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair- hood	前庭 Terrace	庭院 Yard
6	8樓-17樓 8/F-17/F	A	81.807 (881) 露台 Balcony: 2.879 (31) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	40.635 (437) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	79.162 (852) 露台 Balcony: 2.388 (26) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	53.276 (573) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	54.546 (587) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	18樓-26樓 18/F-26/F	A	81.504 (877) 露台 Balcony: 2.879 (31) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	40.601 (437) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	79.094 (851) 露台 Balcony: 2.388 (26) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	52.881 (569) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	54.131 (583) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	27樓-30樓 27/F-30/F	A	81.067 (873) 露台 Balcony: 2.879 (31) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	40.150 (432) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	79.003 (850) 露台 Balcony: 2.388 (26) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—

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註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

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2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.
3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為底護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.
4. 表中提及之「天台」於發展項目最新經批准建築圖則中描述為平台，該描述現正在修正中。
“Roof” referred to in the table is described as Flat Roof in the latest approved building plans of the Development, which said description is in the course of being corrected.

發展項目中的住宅物業的面積

Area of residential properties in the development

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) Sq.metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair- hood	前庭 Terrace	庭院 Yard
6	27樓-30樓 27/F-30/F	D	52.480 (565) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	53.685 (578) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	31樓-36樓 31/F-36/F	A	81.067 (873) 露台 Balcony: 2.879 (31) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	49.551 (533) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	79.003 (850) 露台 Balcony: 2.388 (26) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		D	52.480 (565) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	53.685 (578) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	37樓 37/F	A	81.067 (873) 露台 Balcony: 2.879 (31) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	26.119 (281)	—	—	—
		B	49.551 (533) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		C	79.003 (850) 露台 Balcony: 2.388 (26) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	28.746 (309)	—	—	—
		D	52.480 (565) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		E	53.685 (578) 露台 Balcony: 2.000 (22) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

- 註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。
The above areas have been converted to square feet based on a conversion rate of 1 square metre=10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.
2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.
3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為底護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.
4. 表中提及之「天台」於發展項目最新經批准建築圖則中描述為平台，該描述現正在修正中。
“Roof” referred to in the table is described as Flat Roof in the latest approved building plans of the Development, which said description is in the course of being corrected.

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) Sq.metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair- hood	前庭 Terrace	庭院 Yard
7	7樓-16樓 7/F-16/F	A	131.915 (1,420) 露台 Balcony: 4.617 (50) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	122.487 (1,318) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	17樓-25樓 17/F-25/F	A	131.890 (1,420) 露台 Balcony: 4.617 (50) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	122.396 (1,317) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	26樓-32樓 26/F-32/F	A	131.670 (1,417) 露台 Balcony: 4.617 (50) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	122.309 (1,317) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	33樓 33/F	A	131.670 (1,417) 露台 Balcony: 4.617 (50) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	26.288 (283)	—	—	—
		B	122.309 (1,317) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	36.242 (390)	—	—	—

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.
3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為庇護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.
4. 表中提及之「天台」於發展項目最新經批准建築圖則中描述為平台，該描述現正在修正中。
“Roof” referred to in the table is described as Flat Roof in the latest approved building plans of the Development, which said description is in the course of being corrected.

發展項目中的住宅物業的面積

Area of residential properties in the development

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) Sq.metre (sq.ft.)									
座數 Tower	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stair-hood	前庭 Terrace	庭院 Yard
8	7樓-16樓 7/F-16/F	A	123.030 (1,324) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	122.503 (1,319) 露台 Balcony: 4.125 (44) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	17樓-25樓 17/F-25/F	A	122.909 (1,323) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	122.194 (1,315) 露台 Balcony: 4.125 (44) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	26樓-32樓 26/F-32/F	A	122.803 (1,322) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
		B	121.704 (1,310) 露台 Balcony: 4.125 (44) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	—	—	—	—
	33樓 33/F	A	122.803 (1,322) 露台 Balcony: 4.223 (45) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	36.242 (390)	—	—	—
		B	121.704 (1,310) 露台 Balcony: 4.125 (44) 工作平台 Utility Platform: 1.500 (16)	—	—	—	—	—	—	22.363 (241)	—	—	—

實用面積以及露台、工作平台樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。其他指明項目的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area and the floor area of balconies and utility platforms are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 to the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米=10.7639平方呎換算並四捨五入至整數平方呎；1米=3.281呎；1平方米=10.7639平方呎；因四捨五入的關係，以平方呎表述之面積與以平方米表述之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre =10.7639 square feet and rounded in square feet; 1 m = 3.281 ft; 1 sq.m.=10.7639 sq.ft.; the area shown in sq.ft. is rounded down or rounded up to the nearest integer and may be slightly different from that shown in sq.m.

2. 發展項目住宅物業並無陽台。 There is no verandah in the residential properties in the Development.
3. 第1、7及8座住宅樓層不設13樓、14樓及24樓。第3、5及6座住宅樓層不設13樓、14樓、24樓及34樓。第3及5座19樓為庇護層。 Residential floors 13/F, 14/F and 24/F of Towers 1, 7 and 8 are omitted. Residential floors 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6 are omitted. 19/F of Towers 3 and 5 is refuge floor.
4. 表中提及之「天台」於發展項目最新經批准建築圖則中描述為平台，該描述現正在修正中。
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地庫1樓 Basement 1



- 暢通易達停車位 (酒店)
Accessible Parking Space (For hotel)
- 酒店停車位
Hotel Car Parking Space
- 酒店餐廳停車位
Hotel Restaurant Car Parking Space
- 私家車上落客位 (包括的士)
Layby for Motor Vehicle (Including Taxi)
- 垃圾收集車停車位
Refuse Collection Vehicle Parking Space
- 酒店上落貨位
Hotel Loading/Unloading Bay
- 酒店旅遊巴士停車位
Hotel Coach Parking

0510152025m (米)

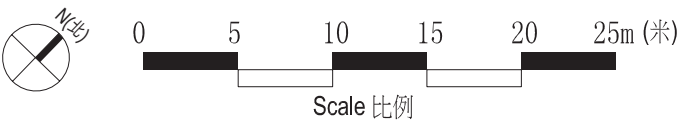
Scale 比例

停車位類別 Category of Parking Space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個停車位面積 Area Per Each Space
酒店停車位 Hotel Car Parking Space	8	2.5米m x 5米m	12.5平方米m ²
暢通易達停車位 (酒店) Accessible Parking Space (For hotel)	1	3.5米m x 5米m	17.5平方米m ²
酒店上落貨位 Hotel Loading/Unloading Bay	5	3.5米m x 11米m	38.5平方米m ²
酒店餐廳停車位 Hotel Restaurant Car Parking Space	6	2.5米m x 5米m	12.5平方米m ²
酒店旅遊巴士停車位 Hotel Coach Parking	3	3.5米m x 12米m	42.0平方米m ²
私家車上落客位 (包括的士) Layby for Motor Vehicle (Including Taxi)	3	2.5米m x 5米m	12.5平方米m ²
垃圾收集車停車位 Refuse Collection Vehicle Parking Space	1	5米m x 12米m	60平方米m ²

地庫2樓 Basement 2

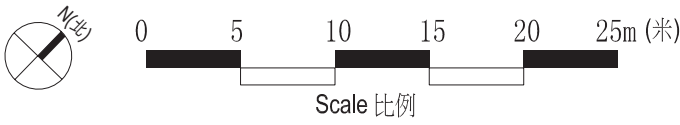


- 住客停車位
Residential Car Parking Space
- 訪客停車位
Visitor's Car Parking Space
- 暢通易達停車位 (訪客)
Accessible Parking Space (For visitor)
- 上落貨位
Loading/Unloading Bay



停車位類別 Category of Parking Space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個停車位面積 Area Per Each Space
住客停車位 Residential Car Parking Space	37	2.5米m x 5米m	12.5平方米m²
訪客停車位 Visitor's Car Parking Space	5	2.5米m x 5米m	12.5平方米m²
暢通易達停車位 (訪客) Accessible Parking Space (For visitor)	1	3.5米m x 5米m	17.5平方米m²
上落貨位 Loading/Unloading Bay	6	3.5米m x 11米m	38.5平方米m²

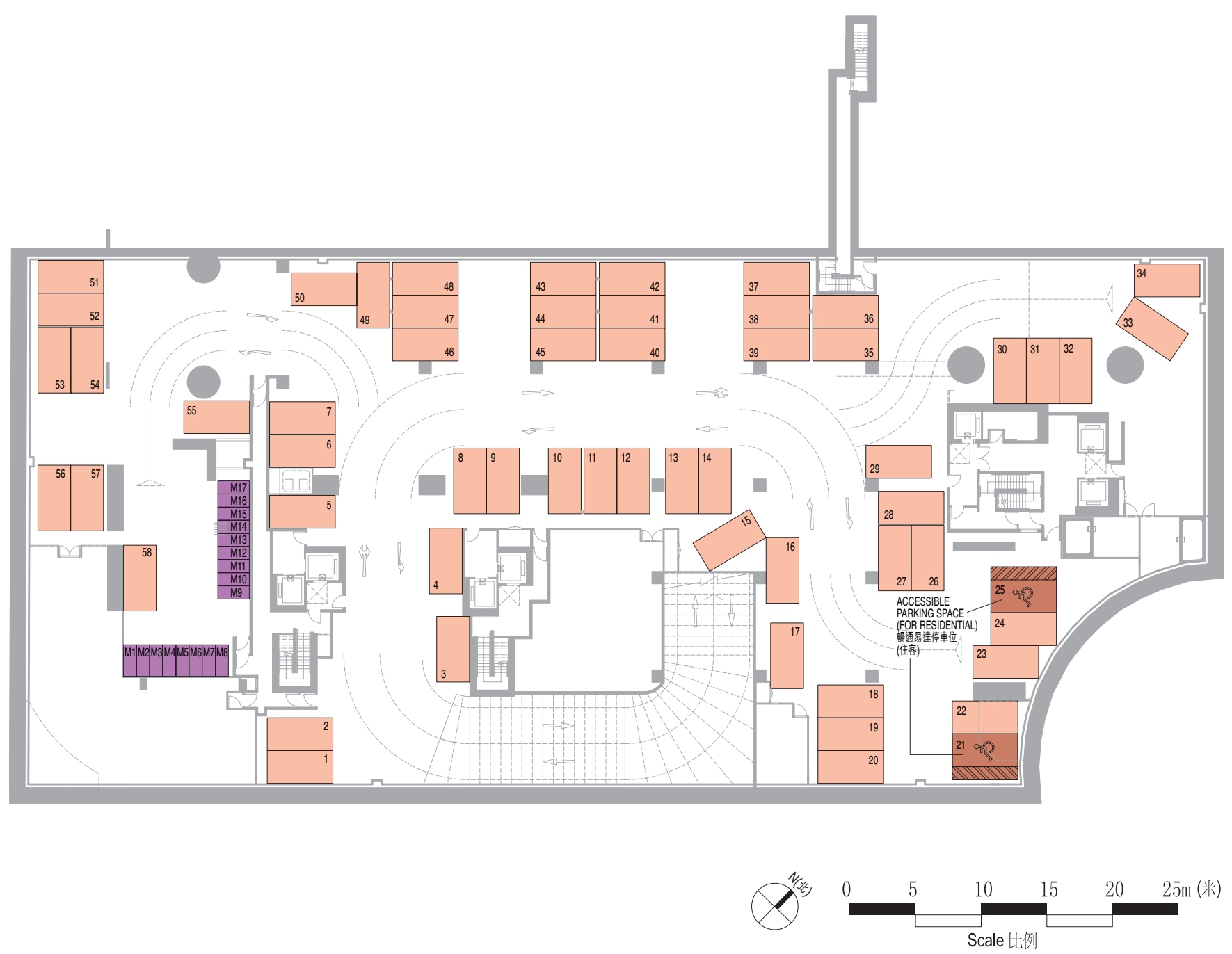
地庫3樓 Basement 3



-  住客停車位
Residential Car Parking Space
-  暢通易達停車位 (住客)
Accessible Parking Space (For residential)

停車位類別 Category of Parking Space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個停車位面積 Area Per Each Space
住客停車位 Residential Car Parking Space	68	2.5米m x 5米m	12.5平方米m²
暢通易達停車位 (住客) Accessible Parking Space (For residential)	1	3.5米m x 5米m	17.5平方米m²

地庫4樓 Basement 4



- 住客停車位
Residential Car Parking Space
- 暢通易達停車位 (住客)
Accessible Parking Space (For residential)
- 電單車停車位
Motor Cycle Parking Space

停車位類別 Category of Parking Space	數目 Nos.	尺寸 (寬 x 長) Dimension (W x L)	每個停車位面積 Area Per Each Space
住客停車位 Residential Car Parking Space	56	2.5米m x 5米m	12.5平方米m ²
暢通易達停車位 (住客) Accessible Parking Space (For residential)	2	3.5米m x 5米m	17.5平方米m ²
電單車停車位 Motor Cycle Parking Space	17	1米m x 2.4米m	2.4平方米m ²

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

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

1. 發展項目之公用部分

「**公用地方**」指所有「發展項目公用地方」、「住宅公用地方」及「停車場公用地方」。

「**公用設施**」指所有「發展項目公用設施」、「住宅公用設施」及「停車場公用設施」。

「**發展項目公用地方**」指「註冊業主」按照「公契」條文規定，將使用權劃供各「單位」「業主」及佔用人公用與共享，而「公契」或其他並無授予「註冊業主」或任何個別「單位」「業主」使用並且尚未具體轉讓的該土地及發展項目所有地方或部分。茲毋損前文之一般規定，其中包括「24小時行人走道」、「有蓋行人天橋」、「綠化地方」部分、「粉紅色間黑斜線範圍」、業主立案法團或業主委員會辦事處、管理處、管理員辦事處、保安護衛室、消防員升降機大堂、「私家休憩用地」、園景花園、露天園景區花槽、街道消防栓、街道消防栓水缸、垃圾車裝卸車位、升降機及入口大堂、花灑泵房、平台消防泵房、樓梯、梯間加壓風槽、低壓電掣房、「變壓器房」、高壓電掣房、濾水裝置機房、電氣房、電纜豎管、草坪、鋪草物料、露天園景區、花箱或花槽、綠化牆、電鍍範圍、屋苑入口大閘、行車道/緊急車輛通道、下斜路緣、出口、斜路、通風風機房、排煙風機房、門廳、沖廁水泵及水缸房、電訊及廣播設備室、垃圾及物料回收房、消防控制室、街道消防栓泵房、水池、園景特色、水景、變壓器槽、變壓器排氣管豎管、自動扶梯、緊急發電機房、空調新風泵房、空調系統淡水冷卻塔、玻璃纖維儲水箱、水簾泵房、水簾控制閥櫃及水簾入水掣、水簾水缸、校對錶房櫃、梯間加壓風槽、七氟丙烷滅火劑櫃、排風管、主鮮風櫃房、馬達控制室、主錶房、冷凍機及泵房、消防中繼器盤、消防水缸、消防員升降機指示板、防護走廊、花灑水缸、外牆(但不包括構成「住宅公用地方」、「停車場公用地方」、「酒店部分」一部分的外牆(如有者)及面向各「單位」牆壁內表面和各「單位」的窗及窗框)、矮牆、平台(不構成任何「單位」一部分者)、天台(不構成任何「單位」一部分者)、承重牆、結構牆地基、柱、樑、樓板、「發展項目公用地方」圍牆(惟倘圍牆毗連任何「單位」，則不包括位於有關「單位」內的圍牆內表面批盪及飾面)、安裝或使用天線廣播分導系統或電訊網絡設施的地方，以及符合《建築物管理條例》(香港法例第344章)第2條所訂「公用部分」釋義的地方，但不包括「停車場公用地方」、「住宅公用地方」及「酒店部分」。

「**發展項目公用設施**」指「發展項目公用地方」內供發展項目所有「單位」公用或安裝供其共享作為適意設施一部分的所有裝置與設施，而並非供任何個別「單位」專享。茲毋損前文之一般規定，其中包括吊牆、入口大閘保安系統、消防控制屏、梯間加壓系統、避雷系統、鐵絲網圍欄、圍牆、圍欄、鐵閘、轉換層、排水渠、沙井、渠道、總喉、污水管、溝渠、水道(如有者)、電纜、電纜裝置(包括但不限於電纜坑、電纜隧道、拉線井、電纜豎管及電纜槽)、井(如有者)、水管、電線、沖廁水及食水入水掣和總喉、滅火或保安器材與設施、喉輓、消防員升降機、排風管、排煙新風風機、排煙風機、排氣風機、鮮風風機、泵、開關裝置、儀錶、電燈、衛生配件、廢物處置設備與設施、公共天線、電訊網絡設施及其他器具、設備及設施。

「**住宅公用地方**」指「註冊業主」按照「公契」條文規定，將使用權劃供各「住宅單位」「業主」及佔用人公用與共享，而「公契」等並無授予「註冊業主」或任何個別「住宅單位」「業主」使用並且尚未具體轉讓的該土地及發展項目所有地方或部分。茲毋損前文之一般規定，其中包括「行人通道」、有蓋行人路、「綠化地方」部分、「住宅單位」外牆、構成有關外牆一部分的建築鱗片和特色(如有者)(但不包括面向各「住宅單位」牆壁內表面及各「住宅單位」的窗及窗框)、非結構性預製外牆(不構成任何「單位」一部分者)、矮牆、平台(不構成任何「單位」一部分者)、天台(不構成任何「單位」一部分者)、承重牆、結構牆地基、柱、樑、樓板、「屋苑公用地方」圍牆(惟倘圍牆毗連任何「單位」，則不包括位於有關「單位」內的圍牆內表面批盪及飾面)、「訪客停車位」、「住宅上落貨車位」、「康樂設施」、有蓋園景區、公眾有蓋園景區、種植地

方、康樂設施輸送泵房、沖廁水泵房、水泵房、食水泵房、水簾輸送泵房、消防水泵房、輸送泵房、管理員櫃檯、庇護區、空調機地方、空調機平台、消防員升降機大堂、消防泵房、花灑泵房、電訊及廣播室、低壓電掣房、濾水裝置機房、緊急發電機房、燃料缸房、走廊、入口大堂、露天樓梯、升降機井、電豎管、排煙風機房、升降機槽、出口、垃圾及物料回收房、電氣房、電錶櫃、校對水錶櫃、七氟丙烷滅火劑櫃、防煙間、風機房、水簾水缸及泵房、食水缸、消防水缸、沖廁水缸、清潔用水缸、消防水缸房、預製面牆、路緣石、玻璃扶欄、金屬扶欄、升降機機房、升降機槽排風口、通風槽及花槽對下的通風槽。

「**住宅公用設施**」指「住宅公用地方」內供所有「住宅單位」公用或安裝供其共享的所有裝置和設施，並非供任何個別「單位」專用或專享或供發展項目整體使用或享用。茲毋損前文之一般規定，其中包括圍欄、水管槽、通風管道、排氣管、梯間加壓風槽、鋁板、排風管、電線管道、水管井、豎梯、金屬扶手、排水渠、開關裝置、儀錶、水管、泵、電線、電纜、電燈、天線、升降機、升降機機房裝置與設施、水缸、防水金屬百葉板連擋風板、滅火或保安設備與設施、對講機、垃圾處置設備與器具、「康樂設施」的康樂及其他設施，以及其他鋪管或非鋪管服務設施或器具。

「**停車場公用地方**」指「註冊業主」按照「公契」條文規定，將使用權劃供各「停車位」「業主」及佔用人公用與共享的該土地及發展項目所有地方或部分，但不包括根據「批地文件」批地特別條款第(37)條在經核准停車場布局圖劃定的停車位。茲毋損前文之一般規定，其中包括上落區、上落客車位及運轉及通道區、行車斜路、行車道、斜路、通風風機房、排煙風機房、電氣房、地庫花灑控制閥房、七氟丙烷滅火劑櫃、排風管、水管槽、排煙管、停車場地坑泵房、有蓋渠道、樓梯、流通通道、結構牆及柱。

「**停車場公用設施**」指「停車場公用地方」內供所有「停車位」「業主」及佔用人公用或安裝供其共享而並非供任何個別「停車位」專用或專享或供發展項目整體使用或享用的所有裝置和設施。茲毋損前文之一般規定，其中包括排水渠、沙井、渠道、總喉(如有者)、水缸、污水管、溝渠、水道、電纜、井(如有者)、水管、電線、沖廁水及食水入水掣(如有者)和總喉、滅火或保安設備與設施、梯間加壓系統、排煙抽氣系統、排水渠務系統、醫療通風系統、照明及小型發電系統、泵、開關裝置、儀錶、電燈、排煙管、排煙管排氣口、路緣石、通風槽、排煙管、通風排風管及機房，以及其他器具、設備及設施。

2. 分配予發展項目中每個住宅物業的不分割份數的數目

座數	樓層	單位	每個「住宅單位」之不分割份數數目
1	7樓	A單位	135
		B單位	144
	8樓 - 16樓* (共7層)	A單位	135
		B單位	144
	17樓 - 25樓* (共8層)	A單位	135
		B單位	144
	26樓 - 32樓 (共7層)	A單位	135
		B單位	143
3	33樓	33樓A單位及其上的天台	136
		33樓B單位及其上的天台	144
	7樓	A單位	97
		B單位	94
	8樓 - 17樓* (共8層)	A單位	97
		B單位	94
	18樓	A單位	97
		B單位	94

座數	樓層	單位	每個「住宅單位」 之不分割份數數目
3	20樓 - 27樓* (共7層)	A單位	97
		B單位	94
	28樓 - 36樓* (共8層)	A單位	97
		B單位	94
	37樓	37樓A單位及其上的 天台	98
		37樓B單位及其上的 天台	95
5	7樓	A單位	99
		B單位	96
	8樓 - 17樓* (共8層)	A單位	99
		B單位	96
	18樓	A單位	99
		B單位	96
	20樓 - 27樓* (共7層)	A單位	99
		B單位	96
	28樓 - 36樓* (共8層)	A單位	99
		B單位	96
	37樓	37樓A單位及其上的 天台	100
		37樓B單位及其上的 天台	97
6	8樓	A單位	79
		B單位	39
		C單位	77
		D單位	52
		E單位	53
	9樓 - 17樓* (共7層)	A單位	79
		B單位	39
		C單位	77
		D單位	52
		E單位	53
	18樓 - 26樓* (共8層)	A單位	79
		B單位	39
		C單位	77
		D單位	51
		E單位	53
	27樓 - 30樓 (共4層)	A單位	79
		B單位	39
		C單位	77
		D單位	51
		E單位	52
	31樓 - 36樓* (共5層)	A單位	79
		B單位	48
		C單位	77
		D單位	51
		E單位	52
	37樓	37樓A單位及其上的 天台	80
		B單位	48
		37樓C單位及其上的 天台	78
		D單位	51
		E單位	52

座數	樓層	單位	每個「住宅單位」 之不分割份數數目
7	7樓	A單位	128
		B單位	119
	8樓 - 16樓* (共7層)	A單位	128
		B單位	119
	17樓 - 25樓* (共8層)	A單位	128
		B單位	119
	26樓 - 32樓 (共7層)	A單位	128
		B單位	119
	33樓	33樓A單位及其上的 天台	129
		33樓B單位及其上的 天台	120
8	7樓	A單位	119
		B單位	119
	8樓 - 16樓* (共7層)	A單位	119
		B單位	119
	17樓 - 25樓* (共8層)	A單位	119
		B單位	119
	26樓 - 32樓 (共7層)	A單位	119
		B單位	118
	33樓	33樓A單位及其上的 天台	120
		33樓B單位及其上的 天台	119

註： (1) “*” = 第1、7及8座樓層編號不設13樓、14樓及24樓；及第3、5及6座樓層編號不設13樓、14樓、24樓及34樓。
(2) 第3及5座19樓為庇護層。
(3) 第2座屬於「酒店部分」的部分（稱為第2座酒店）。

備註：
每個住宅物業的管理份數數額與其不分割份數的數額相同，惟發展項目的不分割份數總額與其管理份數總數則不同。發展項目所有住宅物業的管理份數總額為36,194份。發展項目的管理份數總額為76,137份。

3. 發展項目管理人的委任年期

遵從《建築物管理條例》(香港法例第344章)各條文及「公契」第VI節A次節第2條(b)、(c)及(d)款之規定，「管理人」高衛物業管理有限公司現獲委任為管理該土地及發展項目的首屆管理人，首屆任期為「公契」生效日起兩年，嗣後繼續留任管理發展項目，直至其委任權責遵照「公契」條文終止為止。

4. 發展項目各住宅物業擁有人分擔管理開支的基準

「管理人」將按照以下原則釐定每名「業主」應分擔的管理開支金額：

- (a) 發展項目每個「單位」的「業主」應按比例分擔年度「管理預算案」A部分評定的款項，攤付金額按照「業主」所持「單位」的「管理份數」佔發展項目內所有「單位」「管理份數」總數的比例計算。A部分涵蓋「管理人」認為應歸屬該土地及發展項目或供全體「業主」享用的預計管理開支（不包括「管理預算案」B部分及C部分列明的該等預計管理開支）；
- (b) 除上列(a)款所載的款項外，每名「業主」另須就其擁有的每個「住宅單位」分擔年度「管理預算案」B部分評定的款項，攤付金額按照「業主」所持「住宅單位」的「管理份數」佔發展項目內所有「住宅單位」「管理份數」總數的比例計算。B部分涵蓋

「管理人」認為只歸屬各「住宅單位」或只供全體「住宅單位」「業主」享用的預計管理開支，其中包括但不限於「康樂設施」之運作、維修、修理、清潔、照明及保安開支，而為免生疑問，B部分亦涵蓋「管理人」合理地認為使用「訪客停車位」及「住宅上落貨車位」應付的「停車場公用地方」及「停車場公用設施」預計管理開支部分；及

- (c) 除上列(a)款所載的款項外，每名「業主」另須就其擁有的每個「停車位」分擔年度「管理預算案」C部分評定的款項，攤付金額按照「業主」所持「停車位」的「管理份數」佔發展項目內所有「停車位」「管理份數」總數的比例計算。C部分涵蓋「管理人」認為只歸屬各「停車位」或只供全體「停車位」「業主」享用的預計管理開支，而為免生疑問，不包括「管理人」合理地認為使「訪客停車位」及「住宅上落貨車位」應付的「停車場公用地方」及「停車場公用設施」預計管理開支部分，此等開支應列入年度「管理預算案」B部分。

除非「管理人」另行決定，否則每名「業主」應在每個曆月首日（不論有否發出法定付款通知）向「管理人」付款，金額為「業主」於該年度應分擔管理開支總額的十二分之一。

5. 計算管理費按金的基準

每個「單位」首任「業主」在取得其「單位」佔管權時，應向「管理人」存入作為保證如期支付根據「公契」其可能或將應付的所有金額之按金，金額相等於管理開支的每月分擔款項的一個月款項，該等款項不可用作抵銷應付的管理開支每月款項或其他款項，亦不可退還，但可轉讓。

6. 擁有人在發展項目中保留作自用的範圍

本發展項目並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所提及之賣方在發展項目中保留作自用的範圍。

1. The common parts of the development

“Common Areas” means all of the Development Common Areas, Residential Common Areas and Car Park Common Areas.

“Common Facilities” means all of the Development Common Facilities, Residential Common Facilities and Car Park Common Facilities.

“Development Common Areas” means all those areas or parts of the land and the development the right to the use of which is designated by the Registered Owner in accordance with the provisions of the Deed of Mutual Covenant for the common use and benefit of the Owners and occupiers of the Units and is not given by the Deed of Mutual Covenant or otherwise to the Registered Owner or the Owner of any individual Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, 24-Hour Pedestrian Walkway, Covered Footbridge, part of the Greenery Area, Pink Hatched Black Area, owners’ corporation or owners’ committee office, management office, caretaker office, guard room, fireman’s lift lobby, Private Open Space, landscape garden, open landscape area planter, street hydrants, street hydrant water tank, loading and unloading spaces for refuse collection vehicles, lift and entrance lobby, sprinkler pump room, podium fire services pump room, staircases, staircases pressurization duct, low voltage switch rooms, Transformer Rooms, high voltage switch rooms, filtration plant room, electrical rooms, electrical riser duct, lawn, grasscrete, open landscaped areas, flower box or planter, planter walls, plating areas, estate entrance gate, driveway/emergency vehicular access, drop kerb, exits, ramps, ventilation fan rooms, smoke extraction fan rooms, foyer, flushing water pump and tank room, telecommunication broadcasting equipment room, refuse storage and material recovery chamber, fire control centre, street fire hydrant pump room, water features, landscape features, water cully, transformer shaft, vertical shafts for transformer vent shafts, escalators, emergency generator room, air-conditioning make up pump room, fresh water cooling tower for air-conditioning system, fiberglass water tanks, drencher pump room, drencher control valves cabinet and drencher inlet, drencher water tanks, check meter cabinets, staircase pressurization duct, heptafluoropropane cabinets, air duct, primary air handling unit room, motor control centre room, master meter room, chiller and pump room, fire services repeated panel, fire services water tank, fireman’s lift indicate board, protected corridors, sprinkler water tank, external walls (but excluding the external walls (if any) forming part of the Residential Common Areas, the Car Park Common Areas, the Hotel Portion, the internal surface of the walls facing the Units and the windows and window frames of the Units), parapet walls, flat roofs (which do not form part of any Units), roofs (which do not form part of any Units), load bearing walls, structural walls foundations, columns, beams, floor slabs, enclosing walls of the Development Common Areas (but in the case of such enclosing walls adjoining any unit(s), excluding the plaster and covering of the internal surface of such enclosing wall within the relevant Unit(s)), areas for installation or use of aerial broadcast distribution or telecommunications network facilities and such areas within the meaning of “common parts” as defined in Section 2 of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong) but shall exclude the Car Park Common Areas, the Residential Common Areas and the Hotel Portion.

“Development Common Facilities” means all those installations and facilities in the Development Common Areas used in common by or installed for the common benefit of all the Units of the development as part of the amenities thereof and not for the exclusive benefit of any individual Unit and, without limiting the generality of the foregoing, including hanger wall, security system for entrance gate, fire services control panel, staircase pressurization system, lightning protection system, chain link fence, fence walls, fencings, metallic gates, transfer plates, drains, manhole, channels, water mains, sewers, gutters, watercourses (if any), cables, cable accommodations (including without limitation, cable troughs, cable gallery, draw-pints, cable riser ducts and cable ducts), wells (if any), pipes, wires, flushing and fresh water intakes and mains, fire fighting or security equipment and facilities, hose reel, fireman’s lift, air ducts, smoke makeup fans, smoke extraction fans, exhaust air fans, fresh air fans, pumps, switches, meters, lights, sanitary fittings, refuse disposal equipment and facilities, communal

aerials, telecommunications network facilities and other apparatus equipment and facilities.

“Residential Common Areas” means all those areas or parts of the land and the development the right to the use of which is designated by the Registered Owner in accordance with the provisions of the Deed of Mutual Covenant for common use and benefit of the Owners and occupiers of Residential Units and is not given by the Deed of Mutual Covenant or otherwise to the Registered Owner or the Owner of any individual Residential Unit and is not otherwise specifically assigned and which include, without limiting the generality of the foregoing, Pedestrian Link, covered walkway, part of the Greenery Area, external walls of the Residential Units, architectural fins and features (if any) forming part of such external walls (but excluding the internal surface of the walls facing the Residential Units and the windows and window frames of the Residential Units), non-structural prefabricated external walls (which do not form part of any Units), parapet-walls, flat roofs (which do not form part of any Units), roofs (which do not form part of any Units), load bearing walls, structural walls foundations, columns, beams, floor slabs, enclosing walls of the Residential Common Areas (but in the case of such enclosing walls adjoining any unit(s), excluding the plaster and covering of the internal surface of such enclosing wall within the relevant Unit(s)), Visitors’ Parking Spaces, Residential Loading and Unloading Spaces, Recreational Facilities, covered landscape area, communal covered landscape area, planting areas, recreational facilities transfer pump room, flushing water pump room, water pump rooms, potable water pump room, drencher transfer pump rooms, fire services water pump rooms, transfer pump rooms, caretaker’s counters, refuge area, air-conditioning plant area, air-conditioning platforms, fireman’s lift lobby, fire services pump room, sprinkler pump rooms, telecommunications and broadcasting room, low voltage switch room, filtration plant room, emergency generator room, fuel tank rooms, corridors, entrance hall, open staircase, lift pit, electrical riser duct, smoke extraction fan room, lift shaft, exits, refuse storage and material recovery rooms, electrical rooms, electrical meter cabinet, check water meter cabinets, heptafluoropropane cabinets, smoke lobby, fan rooms, drencher water tank and pump rooms, potable water tanks, fire services water tanks, flushing water tanks, cleaning water tank, fire services tank rooms, precast façade, curbs, glass balustrade, metal balustrade, lift machine rooms, lift shaft vent, vent shafts and vent shaft below planter.

“Residential Common Facilities” means all those installations and facilities in the Residential Common Areas used in common by or installed for the common benefit of all the Residential Units and not for the exclusive use or benefit of any individual Unit or the development as a whole and which, without limiting the generality of the foregoing, include fences, pipe ducts, vent duct, air release ducts, staircase pressurization ducts, aluminium cladding, air ducts, electrical ducts, pipe well, cat ladder, metal railing, drains, switches, meters, pipes, pumps, wires, cables, lights, antennae, lifts, installations and facilities in the lift machine rooms, water tanks, waterproof metal louvre with wind guard, fire fighting or security equipment and facilities, intercom, refuse disposal equipment and apparatus, recreational and other facilities in the Recreational Facilities and other service facilities apparatus whether ducted or otherwise.

“Car Park Common Areas” means all those areas or parts of the land and the development the right to the use of which is designated by the Registered Owner in accordance with the provisions of the Deed of Mutual Covenant for the common use and benefit of the Owners and occupiers of Car Parks except those parking spaces designated on the approved carpark layout plan under Special Condition No.(37) of the Land Grant and which include, without limiting the generality of the foregoing, the landings, the spaces for the picking up and setting down of passengers and manoeuvring and circulation areas, the car ramp, the driveways, ramps, ventilation fan rooms, smoke extraction fan rooms, electrical rooms, basement sprinkler control valve room, heptafluoropropane cabinets, air duct, pipe duct, smoke ventilation duct, sump pump room for carpark, cover channels, staircases, circulation passages, structural walls and columns.

“Car Park Common Facilities” means all those installations and facilities in the Car Park Common Areas used in common by or installed

for the common benefit of the Owners and occupiers of the Car Parks and not for the exclusive use or benefit of any individual Car Park or the development as a whole and, without limiting the generality of the foregoing, including drains, manhole, channels, water mains (if any), water tanks, sewers, gutters, watercourses, cables, wells (if any), pipes, wires, flushing and fresh water intakes (if any) and mains, fire fighting or security equipment and facilities, staircase pressurization system, smoke extraction system, drainage plumbing system, medical ventilation system, lighting and small power system, pumps, switches, meters, lights, smoke vent duct, smoke vent duct outlets, curbs, vent shaft, smoke vent, ventilation air duct and plant room and other apparatus and equipment and facilities.

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

Tower	Floor	Flat	No. of undivided shares allocated to each Residential Unit
1	7/F	Flat A	135
		Flat B	144
	8/F - 16/F* (7 storeys)	Flat A	135
		Flat B	144
	17/F - 25/F* (8 storeys)	Flat A	135
		Flat B	144
	26/F - 32/F (7 storeys)	Flat A	135
		Flat B	143
	33/F	Flat A on 33/F and Roof immediately above	136
		Flat B on 33/F and Roof immediately above	144
3	7/F	Flat A	97
		Flat B	94
	8/F - 17/F* (8 storeys)	Flat A	97
		Flat B	94
	18/F	Flat A	97
		Flat B	94
	20/F - 27/F* (7 storeys)	Flat A	97
		Flat B	94
	28/F - 36/F* (8 storeys)	Flat A	97
		Flat B	94
5	7/F	Flat A	99
		Flat B	96
	8/F - 17/F* (8 storeys)	Flat A	99
		Flat B	96
	18/F	Flat A	99
		Flat B	96
	20/F - 27/F* (7 storeys)	Flat A	99
		Flat B	96
	28/F - 36/F* (8 storeys)	Flat A	99
		Flat B	96
37/F	Flat A on 37/F and Roof immediately above		100
	Flat B on 37/F and Roof immediately above		97

Tower	Floor	Flat	No. of undivided shares allocated to each Residential Unit
6	8/F	Flat A	79
		Flat B	39
		Flat C	77
		Flat D	52
		Flat E	53
	9/F - 17/F* (7 storeys)	Flat A	79
		Flat B	39
		Flat C	77
		Flat D	52
		Flat E	53
	18/F - 26/F* (8 storeys)	Flat A	79
		Flat B	39
		Flat C	77
		Flat D	51
		Flat E	53
	27/F - 30/F (4 storeys)	Flat A	79
		Flat B	39
		Flat C	77
		Flat D	51
		Flat E	52
	31/F - 36/F* (5 storeys)	Flat A	79
		Flat B	48
		Flat C	77
		Flat D	51
		Flat E	52
	37/F	Flat A on 37/F and Roof immediately above	80
		Flat B	48
		Flat C on 37/F and Roof immediately above	78
		Flat D	51
		Flat E	52
7	7/F	Flat A	128
		Flat B	119
	8/F - 16/F* (7 storeys)	Flat A	128
		Flat B	119
	17/F - 25/F* (8 storeys)	Flat A	128
		Flat B	119
	26/F - 32/F (7 storeys)	Flat A	128
		Flat B	119
8	7/F	Flat A	119
		Flat B	119
	8/F - 16/F* (7 storeys)	Flat A	119
		Flat B	119
33/F	Flat A on 33/F and Roof immediately above		129
	Flat B on 33/F and Roof immediately above		120

Tower	Floor	Flat	No. of undivided shares allocated to each Residential Unit
8	26/F - 32/F (7 storeys)	Flat A	119
		Flat B	118
	33/F	Flat A on 33/F and Roof immediately above	120
		Flat B on 33/F and Roof immediately above	119

Notes : (1) “*” = There are no designation of 13/F, 14/F and 24/F of Towers 1, 7 and 8 and no designation of 13/F, 14/F, 24/F and 34/F of Towers 3, 5 and 6.
(2) 19/F of Towers 3 and 5 are refuge floors.
(3) Tower 2 is part of the Hotel Portion (known as Tower 2 Hotel).

Remark: The number of management shares of a residential property is the same as the number of undivided shares allocated to that residential property. However, the total number of undivided shares in the development is different from the number of management shares in the development. The total number of management shares of all residential properties in the development is 36,194. The total number of management shares in the development is 76,137.

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

Subject to the provisions of the Building Management Ordinance (Chapter 344 of the Laws of Hong Kong), and sub-clauses (b), (c) and (d) of Clause 2 of Sub-section A of Section VI of the Deed of Mutual Covenant, the Manager, Goodwell Property Management Limited is appointed as the first manager to manage the land and the development for the initial term of TWO years from the date of the Deed of Mutual Covenant and thereafter shall continue to manage the development until its appointment terminated in accordance with the provisions of the Deed of Mutual Covenant.

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

The Manager shall determine the amount which each Owner shall contribute towards the management expenditure in accordance with the following principles :

- (a) Each Owner of a Unit of the development shall contribute to the amount assessed under Part A of the annual Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the development. Part A shall cover the estimated management expenditure which in the opinion of the Manager are attributable to the land and the development or for the benefit of all the Owners (excluding those estimated management expenditure contained in Part B and Part C of the Management Budget);
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Residential Unit of which he is the Owner contribute to the amount assessed under Part B of the annual Management Budget in the proportion which the number of Management Shares allocated to his Residential Unit bears to the total number of the Management Shares allocated to all Residential Units of and in the Development. Part B shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Residential Units or solely for the benefit of all the Owners of the Residential Units including but not limited to the expenditure for the operation, maintenance, repair, cleaning, lighting and security of the Recreational Facilities and, for the avoidance of doubt, Part B shall also contain such parts of the estimated management expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the

reasonable opinion of the Manager are attributable to the use of the Visitors’ Parking Spaces and Residential Loading and Unloading Spaces; and

- (c) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the Owner contribute to the amount assessed under Part C of the annual Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the development. Part C shall contain the estimated management expenditure which in the opinion of the Manager are attributable solely to the Car Parks or solely for the benefit of all the Owners of the Car Parks excluding for the avoidance of doubt, parts of the estimated management expenditure in respect of the Car Park Common Areas and the Car Park Common Facilities which in the reasonable opinion of the Manager are attributable to the use of the Visitors’ Parking Spaces and Residential Loading and Unloading Spaces which shall be treated as falling within Part B of the annual Management Budget.

Unless otherwise determined by the Manager each Owner shall on the first day of each and every calendar month (whether legally demanded or not) pay to the Manager a sum representing one-twelfth of such Owner's liability to contribute to the management expenditure for that year.

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

The first Owner of each Unit shall upon possession of his Unit is given to him deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under the Deed of Mutual Covenant a sum equivalent to one month's monthly contribution of the management expenses and such sum shall not be used to set off against monthly contribution of the management expenses or any other contributions to be made by him and such sum is non-refundable but transferable.

6. The area in the development retained by the owner for its own use

There is no area in the Development which is retained by the vendor for its own use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance.

1. 發展項目位於內地段第8920號(「該地段」)。
2. 該地段的批租年期為50年，2011年9月27日開始生效。
3. 「批地文件」批地特別條款第(11)條訂明：
 - (a) 該地段或其任何部份或現已或將會建於該處的任何建築物或任何建築物部份除作下列用途外，不可作任何其他用途：
 - (i) 酒店連同任何符合本批地特別條款(b)款所載釋義的附屬樓宇；或
 - (ii) 非工業用途(貨倉及加油站除外)。
 - (b) 就此等批地條款而言，附屬樓宇指零售商店、食肆、酒館、快餐店、娛樂設施、商務中心、健身、保健及體育設施、宴會廳、展覽設施、會議設施和自動櫃員機。
 - (c) 該地段或其任何部份或現已或將會建於該處的任何建築物或任何建築物部份，除遵照此等批地條款而作設計、建造、原擬和指定用途和根據「批地文件」批地特別條款第(15)(f)條所核准設計及佈局外，不可作任何其他用途。
 - (d) 「買方」須自費向相關主管當局申領所有關乎使用及佔用該地段和該處的任何建築物作酒店用途的必要牌照及許可證。「買方」亦須維持此等牌照及許可證有效並全面遵守相關的條款與條件。
 - (e) 就此等批地條款而言，「加油站」包括石油氣及柴油加油站。
4. 「批地文件」批地特別條款第(10)條訂明：

「買方」應全面遵照此等批地條款和香港現時或任何時間生效的所有建築、衛生及規劃相關「條例」、附例及規例在該地段興建一座或多座建築物。上述建築物應在2018年12月31日或之前建成並適宜佔用。
5. 「批地文件」批地一般條款第5條訂明：
 - (c) 倘因違反此等批地條款，或毗連或毗鄰土地或該地段損害或泥土及地下水污染，而「地政總署署長」(以下簡稱「署長」，其意見將作終論並對「買方」約束)認為上述損害或泥土及地下水污染乃因「買方」使用該地段、任何發展或重建該地段或其任何部份、在該地段上進行任何活動或工程所致，不論有關的使用、發展、重建、活動或工程乃遵從或違反此等批地條款亦然，「買方」現承諾向「政府」彌償所有由此招致之訴訟、法律程序、責任、索求、費用、開支、損失(不論屬財務或其他性質)和索償，並確保其免責。
6. 「批地文件」批地一般條款第7條訂明：
 - (a) 「買方」應在整個批租期內遵照此等批地條款進行建造或重建(本詞指下文(b)款所述的重建工程)：
 - (i) 依照經批核的設計和佈局及任何核准建築圖則(不得作任何更改或修改)維修所有建築物；及
 - (ii) 維修現已或此後將會遵照此等批地條款或日後任何合約修訂興建的所有建築物，使其維修充足及狀態良好，並且在批租期屆滿或提前終止時以同等的維修及狀態交還此等建築物。
 - (b) 如於批租期內任何時間拆卸豎立於該地段或其任何部份的現有任何建築物，「買方」必須另建健全穩固的一座或多座同類型建築物而總樓面面積不少於現有建築物或有關類型和價值經「署長」批核的一座或多座建築物作替代。倘如上所述拆卸建築物，「買方」應在該拆卸的一個曆月內向「署長」申請同意在該地段進行重建工程。「買方」接獲同意書後，必須在三個曆月內展開必要的重建工程，並在「署長」指定的期限內以「署長」滿意的方式完成重建。

7. 「批地文件」批地一般條款第9條訂明：

此等批地條款訂明平整的任何私家街、私家路和後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批授的該地段範圍。無論屬上述情況何者，此等私家街、私家路和後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上述私家街、私家路和後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道及路燈的建設工程，費用由「買方」支付，其後則以公帑維修。如上述私家街、私家路和後巷仍屬於本文協定批授的該地段一部份，「買方」應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處進行或達致進行路燈安裝及維修工程，「買方」須承擔路燈安裝工程的資本開支，並且允許工人和車輛自由進出該批租地段範圍，以便安裝及維修路燈。

8. 「批地文件」批地特別條款第(2)條訂明：

「買方」確認於本「協議」訂立日，「批地文件」批地特別條款第(3)(a)條界定釋義的「黃色範圍」和「批地文件」所夾附圖則以綠色、綠色間藍斜線及綠色間藍斜線加黑點顯示各範圍(以下分別簡稱「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」)之內現存有某些建築物、構築物和地基。遵從「批地文件」批地特別條款第(3)(c)及(43)(f)條之規定，「買方」應自費以「署長」全面滿意的方式拆卸和清拆該地段、「黃色範圍」、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」內所有上述建築物、構築物和地基。倘「買方」因上述建築物、構築物和地基的存在及其後拆卸和清拆此等建築物、構築物和地基而招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔責任或負責。假如因為或鑒於因上述建築物、構築物和地基的存在及其後拆卸和清拆此等建築物、構築物和地基而直接或間接造成或引起任何責任、損失、索償、費用、索求、訴訟或其他法律程序，「買方」承諾向「政府」作出彌償並確保其免責。

9. 「批地文件」批地特別條款第(3)條訂明：

- (a) 「買方」應自費以「署長」全面滿意的方式及良好工藝，根據本批地特別條款(b)款核准的圖則，在「批地文件」所夾附圖則以黃色、黃色間黑斜線及黃色加黑點顯示各範圍(以下分別簡稱黃色範圍、「黃色間黑斜線範圍」及「黃色加黑點範圍」和統稱「黃色範圍」)興建、建造和提供公眾休憩用地並進行園景美化和種植樹木灌叢。公眾休憩用地應於本「協議」訂立日後84個曆月內或「署長」批准的其他一個或多個延長期限內建成並適宜佔用和運作。
- (b) (i) 「買方」應自費向「署長」提交或達致向「署長」提交「黃色範圍」的圖則，以便「署長」作書面審批。圖則的資料應涵蓋「黃色範圍」的樓層、位置和設計及「署長」要求的其他詳情。
- (c) (i) 「買方」不可拆卸或損壞「黃色範圍」內的海堤，但可另建新海堤作替代。本批地特別條款(b)(i)款所載的圖則應載明任何新海堤的資料。
- (ii) 遵從本批地特別條款(c)(i)款之規定，「黃色範圍」內不得進行對海堤及(視乎情況而定)新海堤或其任何一個或多個部份構成不良影響的工程。「署長」就任何工程是否對海堤及(視乎情況而定)新海堤構成不良影響所作的決定將作終論並對「買方」約束。
- (iv) 海堤及(視乎情況而定)新海堤蓋頂線15米範圍內不得進行任何形式的撞擊式打樁工程。
- (d) 遵從「批地文件」批地特別條款第(43)(f)(ii)條之規定，除「批地文件」批地特別條款第(2)條所載的拆卸及清拆工程外，不可展開任何建築工程，並且在「署長」根據本批地特別條款(b)款規定批核「黃色範圍」圖則之前，不可在該地段展開地盤平整工程。於此等批地條款，「建築工程」及「地盤平整工程」將採取《建築物條例》及其任何附屬規例和任何修訂法例訂明的釋義。

- (e) 「買方」應自費以「署長」全面滿意的方式保養、管理、維修和修理「黃色範圍」及所有附屬或從屬於該處的物件，直至「黃色範圍」的佔管依照本批地特別條款(h)款規定交還「政府」為止。
- (h) 茲為進行「批地文件」批地特別條款第(2)、(3)(a)及(3)(c)條所訂的必要工程，「買方」將：
- (i) 在本「協議」日期獲授予黃色範圍及「黃色間黑斜線範圍」之佔管；及
- (ii) 被視作已於「署長」發函指定的日期獲授予「黃色加黑點範圍」的佔管，上述日期不可遲逾2014年3月31日。
- 倘「買方」因「黃色加黑點範圍」延遲交付佔管而招致或蒙受任何損害或損失等，「政府」概不承擔責任，而「買方」不得就此向「政府」提出索償等。「買方」須在「署長」要求時將「黃色範圍」交還「政府」，而於任何情況下「黃色範圍」亦會被視為在「署長」發函說明此等批地條款已以其滿意的方式履行當日交還「政府」。
- (i) 如非事前獲「署長」書面同意，「買方」不可使用「黃色範圍」儲物或在該處興建任何臨時構築物，又或用作「批地文件」批地特別條款第(2)、(3)(a)及(3)(c)條訂明工程以外的任何其他用途。
- (j) 「買方」佔管「黃色範圍」期間，必須允許「署長」、其人員、承辦商及其授權的任何其他人等在所有合理時間進出及再進出、往返和通行該地段及「黃色範圍」，以便檢驗、檢查和監督任何遵照「批地文件」批地特別條款第(2)、(3)(a)及(3)(c)條進行的任何工程，以及進行、檢驗、檢查和監督任何遵照本批地特別條款(f)款規定的工程及「署長」認為在「黃色範圍」所必需的任何其他工程。
- (k) 倘因「黃色範圍」及所有附屬或從屬於該處的物件的任何不良缺點、失修、不善、失靈、故障或任何其他未完成工程（不論關乎工藝、質料、設計與否），及任何可能影響「黃色範圍」內樹木或灌叢生長的樹木健康問題、不良缺點、毛病、因素或成因（以下簡稱「樹木健康問題」），乃於：
- (i) 「買方」將「黃色範圍」佔管交還「政府」當日現存；及
- (ii) 「買方」將「黃色範圍」佔管交還「政府」當日後18個曆月內（以下簡稱「保修責任及植物扎根期」）出現或可見，「買方」承諾就由此導致或招致的任何性質的索償、費用、索求、收費、損害、訴訟及法律程序向「政府」作出彌償並確保其免責。
- (l) 只要「署長」要求，「買方」即須自費按「署長」指定的期限、標準和方式進行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救和糾正「黃色範圍」及該處各附屬及從屬物件於「保修責任及植物扎根期」內出現或可見的任何不良缺點、失修、不善、失靈、故障或任何其他未完成工程。「買方」除要遵從前文之規定外，並須自費按「署長」指定的期限、標準及方式修復和糾正在「買方」向「政府」交還「黃色範圍」佔管當日已存在於「黃色範圍」及該處各附屬及從屬物件的任何不良缺點、失修、不善、失靈、故障或任何其他未完成工程。
- (m) 倘因任何於「買方」向「政府」交還「黃色範圍」佔管當日現存的「樹木健康問題」，「黃色範圍」內任何樹木或植物未能在「保修責任及植物扎根期」內生長或發育至「署長」滿意的程度或狀況，則只要「署長」要求，「買方」便須自費以「署長」指定的時間、標準和方式進行重新種植或園景美化工程或採取樹木保養措施或其他措施，以全面令「署長」滿意。
- (n) 「署長」將在「保修責任及植物扎根期」即將屆滿時達致派員檢驗「黃色範圍」及該處各附屬和從屬物件，以查看是否可發現任何明顯的不良缺點、失修、不善、失靈、故障或任何其他未完成工程。「署長」保留權利於「保修責任及植物扎根期」屆滿後十四(14)天內向「買方」發出一個或多個「保修列表」，列明「黃色範圍」及該處各附屬和從屬物件之任何明顯的不良缺

點、失修、不善、失靈、故障或任何其他未完成工程，「買方」應自費依照「署長」指定的期限、標準和方式達致進行所有必要工程以作修復和糾正。

- (p) 茲純粹就本特別條款而言，「買方」一詞不包括其受讓人。

10.「批地文件」批地特別條款第(4)條訂明：

- (a) 「買方」應：
- (i) 在2018年12月31日或「署長」批准的其他日期或之前，自費以「署長」批准的方式、物料、標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：
- (I) 鋪設及平整「綠色範圍」的未來公共道路部份；及
- (II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱「構築物」）；
- 以便於「綠色範圍」建造建築物和供車輛及行人往來。
- (ii) 於2018年9月30日或「署長」批准的其他日期或之前，自費在「綠色範圍」敷設表面、建造路緣、渠道及進行園景美化，並且按「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道傢俬、道路標記及園景，以令「署長」滿意；及
- (iii) 自費維修「綠色範圍」及「構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及植物，以令「署長」滿意，直至「綠色範圍」或其任何一個或多個部份的佔管按照「批地文件」批地特別條款第(5)條交還「政府」為止。

11.「批地文件」批地特別條款第(5)條訂明：

茲為進行「批地文件」批地特別條款第(2)、(4)(a)及(22)(a)條所訂的必要工程，以及為着進行經「署長」書面批准（遵從「署長」全權酌情視為恰當制訂的條款與條件）的任何其他事宜，「買方」將於本「協議」日期獲授予「綠色範圍」之佔管。「買方」應在「署長」要求時將「綠色範圍」或其任何一個或多個部份交還「政府」，而於任何情況下「綠色範圍」亦會被視為於「署長」發函說明此等批地條款已以其滿意的方式履行當日交還「政府」。「買方」佔管「綠色範圍」或其任何一個或多個部份期間，應允許所有「政府」和公共車輛及行人於所有合理時間自由進出及通行此等範圍，並確保不會因為進行「批地文件」批地特別條款第(2)、(4)(a)及(22)(a)條等規定的工程而干預或阻礙此等通行。

12.「批地文件」批地特別條款第(6)條訂明：

- (a) 遵從「批地文件」批地特別條款第(43)(f)條之規定，「買方」應：
- (i) 於2018年12月31日或「署長」批准的其他日期或之前，採用「署長」批准或規定的方式、物料、標準、樓層、定線和設計，自費建造排水渠及渠道，以平整、敷設表面及疏通「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」，藉此截流及輸送所有落下或流進「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」的暴雨水或雨水，排放至最鄰近的河溪、集水井、渠道或「政府」雨水渠，以令「署長」滿意；及
- (ii) 嗣後自費以「署長」滿意的方式在「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」建造圍欄和進行維修，直至「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份的佔管根據「批地文件」批地特別條款第(7)條交還「政府」為止。

13.「批地文件」批地特別條款第(7)條訂明：

茲為進行「批地文件」批地特別條款第(2)、(6)(a)及(22)(a)條所訂的必要工程，以及為着進行經「署長」書面批准（遵從「署長」全權酌情視為恰當制訂的條款與條件）的任何其他事宜，「買方」將：

- (a) 在本「協議」日期獲授予「綠色間藍斜線範圍」之佔管；及

- (b) 被視作已於「署長」發函指定的日期獲授予「綠色間藍斜線加黑點範圍」的佔管，上述日期不可遲逾2014年3月31日。

倘「買方」因「綠色間藍斜線加黑點範圍」延遲交付佔管而招致或蒙受任何損害或損失，「政府」概不承擔責任，而「買方」不得就此向「政府」提出索償等。「買方」須在「署長」要求時將「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份交還「政府」，而於任何情況下「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份亦會被視為在「署長」發函說明此等批地條款已以其滿意的方式履行當日交還「政府」。

14.「批地文件」批地特別條款第(8)條訂明：

如非事前獲「署長」書面同意，「買方」不可使用「綠色範圍」、「綠色間藍斜線範圍」或「綠色間藍斜線加黑點範圍」儲物或在該處興建任何臨時構築物，又或用作「批地文件」批地特別條款第(2)、(4)(a)、(6)(a)及(22)(a)條所訂工程和「署長」依照「批地文件」批地特別條款第(5)及(7)條所批核用途以外的任何其他用途。

15.「批地文件」批地特別條款第(9)條訂明：

- (a) 「買方」佔管「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何部份期間，必須在所有合理時間：
- (i) 允許「政府」及「署長」、其人員、承辦商、代理和「署長」授權的任何其他人等行使權利進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份，以便檢驗、檢查和監督任何遵照「批地文件」批地特別條款第(2)、(3)(a)、(3)(c)、(4)(a)、(6)(a)及(22)(a)條進行的任何工程，以及進行、檢驗、檢查和監督「批地文件」批地特別條款第(3)(f)、(4)(b)、(6)(b)及(22)(b)條規定的工程及「署長」認為在「綠色範圍」、「綠色間藍斜線範圍」或「綠色間藍斜線加黑點範圍」或其任何一個或多個部份實施的其他有必要工程；及
- (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利，按彼等需要進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份，以在「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份或任何毗連土地內、上或下進行任何工程，其中包括但不限於敷設及其後維修所有水管、電線、管線、電纜管道和其他導體及附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「買方」應與「政府」充分合作，同時與「政府」正式授權的相關公用事業公司合作，以處理所有關乎在「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份進行任何上述工程的事項；及
- (iii) 允許水務監督人員及彼等授權的其他人等有權按需要進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份，以進行任何關於運作、維修、修理、更換和更改「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份的任何其他水務裝置工程。

16.「批地文件」批地特別條款第(12)條訂明：

如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，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。

17.「批地文件」批地特別條款第(13)條訂明：

- (a) 「買方」應自費提交園景設計圖則予「署長」，述明遵照本批地特別條款(b)款在該地段提供園景美化工程的位置、規劃和佈局，以供「署長」審批。

- (b) (i) 該地段須有不少於20%面積種植樹木、灌叢或其他植物。
(ii) 本批地特別條款(b)(i)款所載的20%面積中有不少於50%(以下簡稱「綠化範圍」)應在「署長」全權酌情指定的位置或樓層提供，以確保路過行人可見「綠化範圍」或進入該地段的任何人士或人等可通行「綠化範圍」。

- (c) 「買方」應自費按照經批核的園景設計圖則在該地段進行園景美化，以全面令「署長」滿意。如非事前獲「署長」書面同意，不得修改、更改、改動、修訂或取代經批核的園景設計圖則。

- (d) 嗣後，「買方」應自費保養和維修園景美化工程，以維持其安全、清潔、整齊、整潔及健康，全面令「署長」滿意。

- (e) 如該地段或其任何部份乃作非工業用途(不包括酒店、貨倉及加油站)，依照本特別條款進行園景美化工程的一個或多個地方將劃為並且屬於「批地文件」批地特別條款第(27)(a)(v)條所載的「公用地方」一部份。

18.「批地文件」批地特別條款第(14)條訂明：

如該地段任何部份是作住宅用途，以下條款將會適用：

- (a) 「買方」應自費以「署長」滿意的方式在該地段提供和維持面積不少於1,680平方米的休憩用地(以下簡稱「私人休憩用地」)。「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物的居民及佔用人和彼等各真正訪客或來賓公用與共享作康樂用途外，不可作任何其他用途。「私人休憩用地」應依照「署長」規定選址、平整、保養、園景美化、種植花木、及提供和維修「署長」規定的設備和設施，以全面令「署長」滿意。
- (b) 如非事前獲「署長」書面同意，不得在「私人休憩用地」上、上方、下或跨越其上或其下或在其範圍內興建或建造任何建築物或構築物或建築物或構築物的支承件，惟遵照本批地特別條款(a)款規定提供的設備及設施除外。

19.「批地文件」批地特別條款第(16)條訂明：

如該地段任何部份是作住宅用途，以下條款將會適用：

- (a) 「買方」可在該地段內搭建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下簡稱「設施」)。「設施」的類型、大小、設計、高度及規劃亦須事前提交「署長」作書面批核。
- (c) 如「設施」任何部份依照本批地特別條款(b)款規定豁免計入總樓面面積(以下簡稱「豁免設施」)：
- (ii) 「買方」應自費維修「豁免設施」以保持其維修充足及狀態良好，並負責運作「豁免設施」以令「署長」滿意；及
- (iii) 「豁免設施」只可供現已或日後建於該地段的一座或多座住宅大廈的居民及彼等的真正訪客使用，任何其他人士或人等一概不可使用。

20.「批地文件」批地特別條款第(21)條訂明：

- (a) 「買方」須自費以「署長」全面滿意的方式鋪設、平整、提供、建造分段行人道或行人路(連同「署長」全權酌情規定的樓梯、斜路、照明裝置及自動扶梯)並鋪設路面，位置、方式、物料、標準、樓層、定線和設計須經「署長」批准，以作本批地特別條款(b)款所載的用途。
- (b) 本批地特別條款(a)款所載的分段行人道或行人路應採取最短路線並興建上蓋，建造和設計應符合以下要求：
- (i) 在建築物中「署長」批准的位置及樓層貫通將會建於該地段上的每座建築物；及
- (ii) 貫通該地段內所有主要設施，包括商舖、住宅大廈(如有者)、休憩用地和在該處提供的社區設施。

- (c) 「買方」應在本文協定的整個批租年期內自費維修本批地特別條款規定其提供的分段行人道或行人路(連同該處的樓梯、斜路、照明裝置及自動扶梯)，以保持其維修充足及狀態良好，令「署長」滿意。
- (d) 「買方」應自費以「署長」全面滿意的方式在該地段及現已或將會建於該地段的一座或多座建築物範圍內建造和提供一條或多條行人走道，連同自動扶梯、載客電梯、樓梯、斜路及「署長」批准或規定的其他一個或多個構築物，寬度不可少於5.0米或「署長」批准的其他寬度(以下簡稱「行人走道」)，以連接下列地方：
 - (i) 「黃色範圍」；
 - (ii) 「批地文件」批地特別條款第(22)(a)條所載的「有蓋行人天橋」；及
 - (iii) 「署長」指定的該地段毗鄰或鄰近公共道路及行人徑。
- (e) 「買方」應在本文協定的整個批租年期內自費維修「行人走道」，以保持其維修充足及狀態良好，令「署長」滿意。
- (f) 「買方」應在本文協定的整個批租年期內維持「行人走道」日夜時刻開放，以供公眾免費使用和暢通無阻地通行。

21.「批地文件」批地特別條款第(22)條訂明：

- (a) 「買方」應在2018年12月31日或之前(或「署長」批准的其他延訂日期)，自費以「署長」批准或規定的方式、物料、標準、樓層、寬度、定線和設計進行下列工程，全面令「署長」滿意地建造及提供：
 - (i) 「署長」規定或批准的一座單層有蓋行人天橋，連同所有支承件及連接段(包括「署長」全權酌情認為此等有蓋行人天橋日後擴建段所需的任何支承件及連接段，以及「署長」規定或批准於現已或將會建於該地段一座或多座建築物的任何支承件及連接段)，選址為「批地文件」所夾附圖則顯示並註明為PROP.FB的位置，以連接該地段與「批地文件」所夾附圖則顯示並註明為EXISTING FOOTBRIDGE的現有行人天橋。上述單層有蓋行人天橋的淨內空高度最少達2.5米；及
 - (ii) 內外配件和固定裝置、照明裝置、支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及「署長」全權酌情規定的其他構築物或設施(所有上述配件、構築物和設施以下統稱「該等設施」)，該單層有蓋行人天橋及該等設施以下統稱「有蓋行人天橋」，以達致「有蓋行人天橋」可承載行人沿途通行，而行人可通行往返「有蓋行人天橋」及「行人走道」。
- (b) 如「買方」不履行本批地特別條款(a)、(c)及(f)款訂明的責任，「政府」可進行必要的建造或維修工程，費用由「買方」支付。「買方」須在「政府」要求時支付「政府」相等於工程費用的款項，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。為進行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員均享有自由及不間斷的權利，可於所有合理時間進入該地段或其任何部份及現已或將會建於該處的一座或多座建築物。倘因「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員行使本款所賦予權利而導致或連帶「買方」招致或蒙受任何損失、損害、滋擾或騷擾等，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員毋須承擔責任。「買方」不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

- (c) (i) 「有蓋行人天橋」除供所有公眾人士步行或乘坐輪椅通行及擺放花槽外，不得作任何其他用途。
- (ii) 除非「署長」批准或規定，否則「買方」不可使用或允許或容忍他人使用「有蓋行人天橋」任何部份外部或內部作廣告宣傳或展示任何招牌、告示或海報。
- (iii) 「買方」本身不可亦不得允許或容忍他人在「有蓋行人天橋」作出任何事項，以致或可能對任何途經「有蓋行人天橋」下方

的人士或車輛或任何毗連或毗鄰地段或處所之任何業主或佔用人構成滋擾、煩擾、不便或損害。

- (iv) 於「有蓋行人天橋」存在期間，「買方」不論日夜均應時刻允許任何公眾人士自由地及在沒有作出任何性質的繳費下步行或乘坐輪椅通行及再通行、往返、行經、經過及上落「有蓋行人天橋」，以作所有合法用途。
- (d) 倘「買方」、其傭僕、工人和承辦商因應建造、改建、修理及維修「有蓋行人天橋」而作出或遺漏不作出任何行為，導致或招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「買方」將向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人士作出彌償並確保其免責。
- (e) 儘管「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份的佔管根據「批地文件」批地特別條款第(5)及(7)條規定交還「政府」，「買方」亦須在本文協定批授的年期內自費管理和維修「有蓋行人天橋」，以保持其維修充足及狀態良好，全面令「署長」滿意。
- (f) 如該地段或其任何部份進行任何重建，以致需要拆卸「有蓋行人天橋」或其任何部份，「買方」必須於「署長」指定的期限內，自費按「署長」批准或規定的設計、物料、寬度、樓層和位置，另行興建及建成新有蓋行人天橋或其任何一個或多個部份以作替代令「署長」滿意。嗣後「買方」須負責管理和維修新有蓋行人天橋，以保持其維修充足及狀態良好，全面令「署長」滿意。
- (g) 茲明確協議、聲明及訂明，儘管「買方」獲施加「批地文件」批地特別條款第(21)(f)及(22)(c)(iv)條所載的責任，「買方」並無意撥歸公眾而「政府」亦未同意將「行人走道」和建於該地段內的「有蓋行人天橋」一個或多個部份撥歸公眾予以通行權。
- (h) 茲明確協議及聲明，儘管「買方」獲施加「批地文件」批地特別條款第(21)(f)及(22)(c)(iv)條所載的責任，亦不應預期獲得或索償不論按照《建築物(規劃)規例》第22(1)條或其任何修訂或取代條文等所訂與否的任何額外上蓋面積或地積比率寬免或權利。為免存疑，「買方」現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條或其任何修訂或取代條文所訂額外上蓋面積或地積比率的寬免的索償或權利。
- (i) 儘管有本批地特別條款(e)款之規定，「政府」亦可以(但無責任必須)向「買方」發出書面要求後接管「有蓋行人天橋」或其任何一個或多個部份，而「買方」則須向「政府」交出「有蓋行人天橋」或其任何一個或多個部份，日後由「政府」管理和維修，有關開支由「買方」支付。

22.「批地文件」批地特別條款第(29)條訂明：

除透過「批地文件」所夾附圖則註明的Z點往來X點與Y點之間或「署長」書面批准的其他地點外，「買方」無權進出或往返該地段作汽車通道。如該地段進行發展或重建，「署長」可能准許在該地段指定位置設立臨時出入通道供建築車輛通行，但「署長」批准時可附加條件。發展或重建工程完竣後，「買方」應自費於「署長」指定的期限內，以「署長」全面滿意的方式還原建有臨時出入通道的一個或多個地方。

23.「批地文件」批地特別條款第(30)條訂明：

- (a) 「買方」應在該地段提供下列車位，以令「署長」滿意：
 - (i) 每個闊2.5米長5.0米，最小淨空高度2.4米的車位，配置比例為現已或將會建於該地段一座或多座酒店每100間客房或不足此數一個車位，除非「署長」另行同意其他比例。上述車位除供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於該地段一座或多座酒店佔用人、顧客或客人及彼等訪客或來賓的汽車外，不

可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務；

- (ii) 每個闊2.5米長5.0米，最小淨空高度2.4米，配置比例為該地段上各食肆、宴會廳及會議設施附屬樓宇總樓面面積每400平方米或不足此數設置一個車位，除非「署長」另行同意其他比例。上述車位除供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於該地段一座或多座酒店佔用人、顧客或客人及彼等訪客或來賓的汽車外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務；
- (iii) 「買方」應從根據本批地特別條款(a)(i)及(a)(ii)款提供的車位當中預留及劃定多個車位，以供《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊汽車，配置比例為根據本批地特別條款(a)(i)及(a)(ii)款提供的所有車位中每200個或不足此數設置一個，惟最少須設置一個傷殘人士車位。「買方」如上預留及劃定的車位所在位置和樓層須經「署長」書面批准，每個車位闊3.5米長5.0米，最小淨空高度2.4米。上述車位除供根據《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊屬於現已或將會建於該地段一座或多座酒店佔用人、顧客或客人及彼等訪客或來賓的汽車外，不可作任何其他用途；
- (iv) 每個闊3.5米長11.0米，最小淨空高度4.7米，配置比例為現已或將會建於該地段一座或多座酒店每200間客房或不足此數設置一個車位，除非「署長」另行同意其他比例。上述車位除供與現已或將會建於該地段一座或多座酒店相關的貨車上落貨外，不可作任何其他用途；
- (v) 汽車(包括的士)上落乘客車位，每個闊2.5米長5.0米，最小淨空高度2.4米，配置比例按照「批地文件」批地特別條款第(30)(a)(v)條所載列表訂明現已或將會建於該地段一座或多座酒店的酒店房數目計算，除非「署長」另行同意其他比例；
- (vi) 旅遊巴或巴士上落乘客車位，每個闊3.5米長12.0米，最小淨空高度3.8米，配置比例按照「批地文件」批地特別條款第(30)(a)(vi)條所載列表訂明現已或將會建於該地段一座或多座酒店的酒店房數目計算，除非「署長」另行同意其他比例。

24.「批地文件」批地特別條款第(31)條訂明：

- (a) 如該地段任何部份是作住宅用途，以下停車位的規定將會適用：
 - (i) 該地段內應提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於該地段一座或多座建築物內住宅單位各居民和彼等之真正訪客、來賓或賓客所有的汽車(以下簡稱「住宅停車位」)，配置比例依現已或將會建於該地段各住宅單位各自的面積按照「批地文件」批地特別條款第(31)(a)(i)條所載列表計算(除非「署長」同意與該列表不同的「住宅停車位」比例或數目)。
 - (iii) 應提供額外車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會建於該地段一座或多座建築物內住宅單位各居民的真正訪客、來賓或賓客的汽車，配置比例為每75個住宅單位一個車位，又或採用「署長」批准的其他比例，但數目不可少於一個車位。
 - (iv) 遵照本批地特別條款(a)(i)款(可遵照「批地文件」批地特別條款第(33)(a)條規定調整)及本批地特別條款(a)(iii)款提供的車位，除作上述兩款分別規定的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務。
- (b) (i) 如該地段任何部份是作辦公室用途，「買方」應在該地段內設立「署長」滿意的車位以供汽車停泊，配置比例為現已或將會建於該地段作辦公室用途的一座或多座建築物總樓面面積每300平方米或不足此數一個車位，除非「署長」另行同意其他比例。
- (ii) 如該地段任何部份是作非工業(酒店、住宅、辦公室、貨倉及加油站除外)用途，「買方」應在該地段內提供「署長」滿意的車位以供汽車停泊。除非「署長」另行同意其他比例，

否則配置比例為現已或將會建於該地段作非工業用途的一座或多座建築物(酒店、住宅、辦公室、貨倉及加油站除外)總樓面面積每300平方米或不足此數一個車位。

- (iv) 遵照本批地特別條款(b)(i)及(b)(ii)款提供的車位(可遵照「批地文件」批地特別條款第(33)(a)條規定調整)除供停泊現已或將會建於該地段一座或多座建築物各佔用人擁有而依據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的汽車作上文各款分別規定的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務。
- (c) (i) 「買方」應按照「批地文件」批地特別條款第(31)(c)(i)條所列的比例或經「署長」批准的其他比例，從根據本批地特別條款(a)及(b)款提供的車位當中預留及劃定多個車位，以供《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊汽車。
- (iii) 遵照本批地特別條款(c)(i)款提供的車位，除供《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊屬於現已或將會建於該地段一座或多座建築物各居民或佔用人及彼等之真正訪客、來賓或賓客的汽車外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務。
- (d) (i) 該地段內應提供「署長」滿意的車位，以供停泊依據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的電單車。除非「署長」另行同意其他比例，否則配置比例如下：
 - (I) 遵照本批地特別條款(a)(i)款提供的「住宅停車位」(可遵照「批地文件」批地特別條款第(33)(a)條規定調整)總額的百分之十(10%)(以下簡稱「住宅電單車停車位」)；
 - (II) 遵照本批地特別條款(b)(i)款提供的車位(可遵照「批地文件」批地特別條款第(33)(a)條規定調整)總額的百分之十(10%)；及
 - (III) 遵照本批地特別條款(b)(ii)款提供的車位(可遵照「批地文件」批地特別條款第(33)(a)條規定調整)總額的百分之十(10%)；
 倘擬提供的車位數目為小數位數，則四捨五入為最接近的整數。
- (ii) 「住宅電單車停車位」除供停泊屬於現已或將會建於該地段一座或多座建築物居民和彼等各真正訪客、來賓或賓客而依據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的電單車外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務。
- (iii) 遵照本批地特別條款(d)(i)(II)及(d)(i)(III)款提供的車位除供停泊屬於現已或將會建於該地段一座或多座建築物各佔用人及彼等各真正訪客、來賓或賓客而依據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的電單車作本批地特別條款(b)(i)及(b)(ii)款所訂用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示汽車不論作招售與否或提供洗車及汽車美容服務。

25.「批地文件」批地特別條款第(32)條訂明：

- (a) 如該地段任何部份是作住宅、辦公室或非工業(酒店、住宅、辦公室、貨倉及加油站除外)用途，應在該地段內提供以下「署長」滿意的車位：
 - (i) 供貨車上落貨的車位，配置比例如下：
 - (I) 現已或將會建於該地段每座住宅單位大廈配置一個車位。上落貨車位應設於每座住宅單位大廈內或毗鄰處；
 - (II) 現已或將會建於該地段作辦公室用途的一座或多座建築物總樓面面積每3,000平方米或不足此數配置一個車位；及
 - (III) 現已或將會建於該地段作非工業用途(酒店、住宅、辦公室、貨倉及加油站除外)的一座或多座建築物總樓面面積每1,200平方米或不足此數配置一個車位；
 - (ii) 供汽車(包括的士)上落乘客的停車等候處，配置比例為現

已或將會建於該地段作辦公室用途的一座或多座建築物總樓面面積每20,000平方米或不足此數配置一個車位。

- (b) (i) (III) 遵照本批地特別條款(a)(i)款提供的車位除供與該款所載的一座或多座建築物相關的貨車裝卸貨物外，不可作任何其他用途。
- (ii) 遵照本批地特別條款(a)(ii)款提供的車位每個闊2.5米長5.0米，最小淨空高度2.4米。此等車位除供現已或將會建於該地段作辦公室用途的一座或多座建築物相關的汽車(包括的士)上落乘客外，不得作任何其他用途。

26.「批地文件」批地特別條款第(35)條訂明：

- (a) 儘管此等批地條款已履行和遵守令「署長」滿意，「住宅停車位」及「住宅電單車停車位」仍不可：
- (i) 轉讓，除非：
- (I) 連同賦予專有權使用及佔用現已或將會建於該地段的一座或多座建築物的一個或多個住宅單位之不分割份數一併轉讓；或
- (II) 承讓人現時已擁有具專有權使用及佔用現已或將會建於該地段的一座或多座建築物的一個或多個住宅單位之不分割份數；或
- (ii) 分租(租予現已或將會建於該地段的一座或多座建築物的一個或多個住宅單位之居民除外)。

於任何情況下，現已或將會建於該地段的一座或多座建築物內任何一個住宅單位的業主概不可承讓而前述住宅單位的居民概不可承租多於三個「住宅停車位」及「住宅電單車停車位」。

27.「批地文件」批地特別條款第(37)條訂明：

須向「署長」交存一份經「署長」批核並且列明將會按照「批地文件」批地特別條款第(30)、(31)、(32)及(33)條於該地段範圍內提供的所有車位、上落貨車位、上落車位及停車等候處的佈局的圖則，或上述圖則經「認可人士」(釋義以《建築物條例》、其任何附屬規例及任何修訂法例所訂為準)核證的副本。交存圖則之前，不可進行任何影響該地段或其任何部份或現已或將會建於該地段的任何建築物或上述建築物部份的交易(「批地文件」批地特別條款第(24)(c)或(25)(b)條所訂的租約、租契或此等租約或租契的協議、「批地文件」批地特別條款第(24)(d)條所訂建築按揭或「署長」批准的其他交易除外)。上述核准圖則載明的上述車位、上落貨車位及停車等候處除作「批地文件」批地特別條款第(30)、(31)及(32)條分別訂明的用途外，不可作任何其他用途。「買方」應遵照上述核准圖則維修車位、上落貨車位、停車等候處及其他地方，包括但不限於電梯、樓梯平台和運轉及流通地方。除非事前獲「署長」書面同意，否則不可更改佈局。除上述核准圖則註明的停車位外，該地段或該處任何建築物或構築物均不可作泊車用途。

28.「批地文件」批地特別條款第(38)條訂明：

- (a) 「買方」不可損害、干預或危害「地下鐵路」及鐵路處所(釋義分別以《香港鐵路條例》(香港法例第556章)、其任何附屬規例及任何修訂法例所訂為準)、在「地下鐵路」或鐵路處所任何部分內或之上或跨越其上使用或提供或與該處相關的任何性質構築物和裝置，亦不可損害、干預或危害香港鐵路有限公司所營運鐵路服務的運作安全。
- (b) 為確保本批地特別條款(a)款所載的「地下鐵路」、鐵路處所、各構築物及裝置和鐵路服務運作安全不受損害、干預或危害，「買方」必須：
- (i) 於該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何部份展開任何工程之前(包括但不限於建造「有蓋行人天橋」)，先諮詢「署長」並自費採取「署長」規定的防範措施；
- (ii) 履行及遵守香港鐵路保護認可人士及註冊結構工程師之作業備考第77號及註冊承建商之作業備考第14號或其由建築事務監督不時發出的修訂或取代條文；

(iii) 時刻允許香港鐵路有限公司正式授權的人員、僱員、傭僕及承辦商和「政府」及其人員、傭僕及代理行使權利，不論攜帶工具、設備、機器、機械及駕駛汽車與否，進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何部份，以便檢驗和維修本批地特別條款(a)款所載的任何「地下鐵路」、鐵路處所、構築物及裝置。倘因上述香港鐵路有限公司正式授權的人員、僱員、傭僕及承辦商和「政府」及其人員、傭僕及代理行使本特別條款賦予權利導致或連帶「買方」招致或蒙受任何損失、損害、滋擾或騷擾，彼等概毋須承擔責任，而「買方」不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償；及

(d) 本批地特別條款(a)款所載的「地下鐵路」、鐵路處所、構築物及裝置如有受損，「買方」應自費以香港鐵路有限公司滿意的方式修復。

(e) 倘因「買方」導致本批地特別條款(a)款所載的「地下鐵路」、鐵路處所、構築物及裝置及鐵路服務的運作安全受損而令香港鐵路有限公司導致或招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「買方」現承諾向香港鐵路有限公司作出彌償並確保其免責。

29.「批地文件」批地特別條款第(40)條訂明：

(a) 如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部份的平整、水準測量或發展事宜或此等批地條款規定「買方」進行的任何其他工程或任何其他目的進行任何削土、移土或土地後移工程，或建造或填土工程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，「買方」亦須於當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「買方」應在「批地文件」協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬工程或其他工程，以保持其維修充足及狀態良好，令「署長」滿意。

(c) 無論何時，如因「買方」進行任何平整、水準測量、發展或其他工程或因其他原因導致或引起(於或來自該地段或任何毗連或毗鄰「政府」官地或已批租土地的任何土地)任何時間發生滑土、山泥傾瀉或地陷，「買方」須自費還原並修復該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因此招致或蒙受或發生的所有費用、收費、損害賠償、索求和索償作出彌償，並確保彼等免責。

(d) 除享有「批地文件」訂明可就違反任何此等批地條款追討之任何其他權利或補償外，「署長」另有權向「買方」發出書面通知，要求「買方」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助工程或其他工程，又或還原並修復任何滑土、山泥傾瀉或地陷。如「買方」在通知書訂明的期限內疏忽或不以「署長」滿意的方式遵守通知書的指示，「署長」可即時執行和進行必要的工程。「買方」必須在「政府」要求時向「政府」償還有關的費用，以及任何行政及專業收費與費用。

30.「批地文件」批地特別條款第(42)條訂明：

如已安裝預應力地錨而該地段或其任何部份發展或重建，「買方」應自費在預應力地錨的整個使用周期內定期維修和監察預應力地錨，以令「署長」滿意，並且提交「署長」不時全權酌情要求的上述監察工作的報告及資料。如「買方」疏忽或不進行規定的監察工程，「署長」可即時執行和進行監察工程，「買方」必須在「政府」要求時向「政府」償還有關的費用。

31.「批地文件」批地特別條款第(43)條訂明：

- (a)「買方」應自費以「署長」全面滿意的方式：
 - (i) 於2013年7月1日或「署長」批准的其他日期或之前，在「批地文件」所夾附圖則以粉紅色間黑斜線顯示的範圍（以下簡稱「粉紅色間黑斜線範圍」）及「黃色間黑斜線範圍」或「署長」批准的其他地方平整、建造和鋪設表面整飾一個8米闊的渠務專用範圍（以下統稱「渠務專用範圍」）；
 - (ii) 於2013年7月1日或「署長」批准的其他日期或之前，按「署長」批准的方式、樓層、物料、標準、規格和設計，在「渠務專用範圍」提供、敷設及建造「署長」全權酌情規定與「渠務專用範圍」平整、建造和鋪設表面工程相關的污水管、排水渠、下水道、沙井連井蓋、出入井口連組合型蓋頂、入口及其他構築物（以下統稱「公用服務設施」），以將「公用服務設施」接駁至「署長」批准的排放點並達致「公用服務設施」投入服務，令「署長」滿意；及
 - (iii) 嗣後保持「渠務專用範圍」及「公用服務設施」狀態良好，直至此等批地條款已按「署長」滿意的方式圓滿履行和執行為止。
- (b) 如非事前獲「署長」書面同意，「粉紅色間黑斜線範圍」之下或下面不可興建或建造任何建築物、構築物、建築物或構築物的支承件或地基。「署長」給予同意時可全權酌情附加其視為必要和恰當的條件（包括但不限於規定「粉紅色間黑斜線範圍」內任何「公用服務設施」外表面周圍3.0米範圍內禁止任何建築物、構築物、任何建築物或構築物的支承件或地基）。
- (d) 於本文協定批授的年期內，「署長」及其正式授權的人員、承辦商或彼等的工人（以下統稱「獲授權人等」）獲賦予權利，不論攜帶工具、機器、設備、機械或駕駛汽車與否，時刻均可不受限制地進出及再進出、往返和通行該地段，以便檢驗、檢查及監督任何遵照本批地特別條款(a)款進行的工程，以及按「署長」規定或授權檢驗、修理、維修和更新「渠務專用範圍」或其任何部份及「公用服務設施」。「渠務專用範圍」或「粉紅色間黑斜線範圍」內不可放置可能阻礙出入或招致過高「公用服務設施」附加費的任何性質的物件或物料。如「署長」認為（其意見將作終論並對「買方」約束）「渠務專用範圍」或「粉紅色間黑斜線範圍」內存有可能阻礙出入或招致過高「公用服務設施」附加費的物件或物料，「署長」有權以書面通知「買方」自費以「署長」全面滿意的方式拆卸或清拆此等物件或物料並還原「渠務專用範圍」或「粉紅色間黑斜線範圍」。倘「買方」於通知書訂明的期限內疏忽或不執行規定，又或發生緊急事故，「署長」可自行進行其視為必要的拆卸、清拆和還原工程，「買方」須在「政府」要求時向「政府」支付此等工程的費用，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。
- (f)「買方」確認該地段現存有雨水渠，現於「批地文件」所夾附圖則以藍色虛線劃示並註明為「EXISTING STORMWATER DRAINS」（以下簡稱「現有雨水渠」）。「買方」確認並同意，直至「買方」自費以「署長」滿意的方式建成「公用服務設施」達致其投入服務並接駁至經批准排放點：
 - (i) 不得干擾、拆卸或廢置「現有雨水渠」；
 - (ii) 如非事前獲「署長」書面批准並遵從其制訂的條件，現時連接「粉紅色加黑點範圍」、「黃色加黑點範圍」及「綠色間藍斜線加黑點範圍」（以下統稱「專用範圍」）不可進行任何挖掘、地盤平整工程或對現有地盤狀況的一般干擾；
 - (iii)「粉紅色加黑點範圍」內不可興建任何建築物或構築物或建築物或構築物的地基或支承件；及
 - (iv) 儘管有本批地特別條款(f)(ii)及(f)(iii)款之條文，如事前獲「署長」書面批准，則可於「粉紅色加黑點範圍」上或內興建屬於一座建築物或構築物或建築物或構築物的部份的支承件。「署長」給予書面批准時可全權酌情附加其視為必要和恰當的條件（包括但不限於規定「粉紅色加黑點範圍」內地面對上的淨空間達到不少於5.1米高）。

- (g)「買方」確認並同意，在其取得現被視為已依據「批地文件」批地特別條款第(1)(a)(ii)條賦予「買方」的「粉紅色加黑點範圍」的佔管之前，「署長」及獲授權人等仍可行使專有權佔用和使用「粉紅色加黑點範圍」、「黃色加黑點範圍」及「綠色間藍斜線加黑點範圍」，以便敷設及建造一條額外排水渠（以下簡稱「額外排水渠」）。倘因「署長」及獲授權人等行使本款賦予等權利導致或連帶「買方」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾等，「署長」及獲授權人等毋須承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向「署長」或獲授權人等索償。「額外排水渠」建成後，將被視為構成「現有雨水渠」一部份，並須同樣遵從本批地特別條款(f)款所訂的所有條文與保留條件。「買方」應自費以「署長」全面滿意的方式維修「額外排水渠」，直至「公用服務設施」依照本批地特別條款(a)款規定建成和接駁至經批准排放點，並以「署長」滿意的方式投入服務為止。

- (h) 倘「買方」不履行本批地特別條款(a)及(g)款所訂責任，「政府」可進行必要的工程，費用由「買方」承擔。「買方」須在「政府」要求時向「政府」支付相等於工程費用的款項，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。

- (i)「買方」確認及同意，「署長」及獲授權人等不論攜帶工具、設備、機械或駕駛汽車與否，時刻均有權不受限制地進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」、黃色範圍、「黃色間黑斜線範圍」及「黃色加黑點範圍」（於「買方」佔管上述範圍或其任何部份期間）（以下統稱「該等範圍」），以便：
 - (i) 檢驗、檢查和監督任何遵照本批地特別條款(g)款進行的工程；
 - (ii) 進行、檢驗、檢查和監督本批地特別條款(h)款訂明的工程及「署長」認為有必要在該地段及「該等範圍」實施的任何其他工程；及
 - (iii) 檢驗、修理、維修和更新「現有雨水渠」。
 倘因「署長」及獲授權人等行使本款賦予權利導致或連帶「買方」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾等，「署長」及獲授權人等毋須承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向「署長」或獲授權人等索償。

32.「批地文件」批地特別條款第(44)條訂明：

- (a) 如源自該地段或受該地段任何發展影響的其他地方之廢土、泥石、瓦礫、建築廢物或建材（以下簡稱廢物）侵蝕、沖流或棄置於公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業（以下統稱「政府」產業），「買方」必須自費清理廢物和修復對「政府」產業的損害，此外並須就廢物侵蝕、沖流或棄置導致私人財產蒙受損害或滋擾所引致的所有訴訟、索償和索求向「政府」彌償。

儘管有本批地特別條款第(a)段，「署長」可以（惟沒有義務）應「買方」要求清理廢物和修復對「政府」產業的損害，而「買方」須應要求向「政府」支付有關費用。

33.「批地文件」批地特別條款第(45)條訂明：

「買方」時刻均須採取和達致採取所有完善及適當的護理、工藝和預防措施，其中特別是任何建造、維修、更新或修理工程（以下統稱「工程」）施工期間，藉以避免位於該地段或其任何部份或「黃色範圍」、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或當中多處或任何部份之上或跨越其上、其下或毗鄰的「政府」或其他現有排水渠、水道或渠道、總水管、道路、行人徑、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置（以下統稱「服務設施」）造成任何損壞、滋擾或阻塞。「買方」進行任何此等「工程」之前，須進行或達致進行必須的完善調查及查詢，以核實「服務設施」的現況及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待其全面審批。直至「署長」以書面

批准「工程」和上述建議書為止，「買方」不得展開任何工程。此外，「買方」應遵從及自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包括作出任何必要的改道、重鋪或還原工程的費用。再者，「買方」須自費以「署長」全面滿意的方式修理、修復和還原「工程」以任何方式導致該地段或其任何部份或「黃色範圍」、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或當中多處或任何部份或任何「服務設施」蒙受的損害、滋擾或阻塞（明渠、污水管、雨水渠或總水管例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「買方」須在「政府」要求時支付「政府」有關的費用）。如「買方」不在該地段或其任何部份或「黃色範圍」、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或當中多處或任何部份或任何「服務設施」進行此等必要的改道、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要進行此等改道、重鋪、修理、還原或修復工程，「買方」須在「政府」要求時向「政府」支付有關的費用。

註：本節中「買方」一詞指「批地文件」訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司「買方」則包括其繼承人和受讓人。

34.「批地文件」批地特別條款第(46)條訂明：

- (a) 「買方」應按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」官地上建造和維修排水渠及渠道，以截流和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、索償和索求，「買方」必須承擔全責並向「政府」及其人員彌償。
- (b) 連接該地段的任何排水渠和污水管至「政府」的雨水渠及污水管（如已鋪設及運作）的工程可由「署長」進行，「署長」毋須就因此而引致的任何損失或損害對「買方」承擔責任而「買方」須在「政府」要求時向「政府」支付上述連接工程的費用。或者該等連接工程亦可由「買方」自費進行，以致令「署長」滿意，及在該種情況下，上述連接工程的任何一段若在「政府」土地內建造，須由「買方」自費維修，直至「政府」要求時由「買方」交還給「政府」，由「政府」出資負責其後的維修。「買方」須在「政府」要求時向「政府」支付有關上述連接工程的技術審查之費用。如果「買方」沒有維修在「政府」土地內建造的任何一段上述連接工程，「署長」可進行其認為必須的維修工程，而「買方」須在「政府」要求時向「政府」支付上述工程的費用。

35.「批地文件」批地特別條款第(47)條訂明：

- (a) 「買方」在該地段、「綠色範圍」、「綠色間藍斜線範圍」、「綠色間藍斜線加黑點範圍」或其任何部份進行建築工程時，應在所有時刻採取和達致採取所有完善及適當的護理、工藝和預防措施，以免導致「批地文件」所夾附圖則註明為「二級歷史建築物」的歷史建築物（以下簡稱「歷史建築物」）受損。
- (b) 「署長」、其人員及承辦商、彼等之工人及任何其他獲彼等授權的人員均有權不論攜帶工具、設備、機械、機器或駕駛汽車與否，自由進出及再進出、往返和通行該地段及「綠色範圍」、「綠色間藍斜線範圍」、「綠色間藍斜線加黑點範圍」（於「買方」佔管上述範圍或其任何部份期間），以便檢驗、監察、修理和維修「歷史建築物」及進行「署長」規定或授權的任何工程。
- (c) 倘因「署長」、其人員及承辦商、彼等之工人及任何其他獲彼等授權的人員行使本批地特別條款(b)款所賦予權利而導致或連帶「買方」招致或蒙受任何損失、損害、滋擾或騷擾，「署長」、其人員及承辦商、彼等之工人及任何其他獲彼等授權的人員一概毋須承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索取賠償。

36.「批地文件」批地特別條款第(50)條訂明：

該地段不可興建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰盅與否。

1. The development is situated on Inland Lot No.8920 (“the lot”).
2. The lot was granted for a term of 50 years commencing from 27th September 2011.
3. Special Condition No. (11) of the Land Grant stipulates that:-
 - (a) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than:
 - (i) hotel purposes together with any ancillary accommodation as defined in sub-clause (b) of this Special Condition; or
 - (ii) non-industrial (excluding godown and petrol filling station) purposes.
 - (b) For the purposes of these Conditions, ancillary accommodation shall mean retail shops, restaurants, pubs, fast food shops, entertainment facilities, business centres, facilities for fitness, health and sports, function rooms, exhibition facilities, conference facilities and automatic teller machines.
 - (c) The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purposes other than the purposes for which it is designed, constructed, intended and as designated to be used in accordance with these Conditions and the approved design and disposition under Special Condition No. (15)(f) of the Land Grant.
 - (d) The Purchaser shall at his own expense obtain all requisite licences and permits from relevant authorities in connection with the use and occupation of the lot and any buildings thereon for hotel purposes and the Purchaser shall maintain the same in force and in all respects comply with the terms and conditions thereof.
 - (e) For the purposes of these Conditions, “petrol filling station” shall include petroleum gas and diesel filling station.
4. Special Condition No. (10) of the Land Grant stipulates that:-

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2018.

5. General Condition No. 5 of the Land Grant stipulates that:-
 - (c) The Purchaser 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 Purchaser), 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 Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.
6. General Condition No. 7 of the Land Grant stipulates that:-
 - (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) 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 Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

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

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

8. Special Condition No. (2) of the Land Grant stipulates that:-

The Purchaser acknowledges that, as at the date of this Agreement, there are some buildings, structures and foundations existing on the lot, within the Yellow Area as defined in Special Condition No. (3)(a) of the Land Grant and within the areas shown coloured green, green hatched blue and green hatched blue stippled black on the plan annexed to the Land Grant (hereinafter referred to as “the Green Areas”, “the Green Hatched Blue Areas” and “the Green Hatched Blue Stippled Black Area” respectively). Subject to Special Condition Nos. (3)(c) and (43) (f) of the Land Grant, the Purchaser shall demolish and remove at his own expense and in all respects to the satisfaction of the Director, all the said buildings, structures and foundations from the lot, the Yellow Area, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence and the subsequent demolition and removal of the said buildings, structures and foundations and the Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence and the subsequent demolition and removal of the said buildings, structures and foundations.

9. Special Condition No. (3) of the Land Grant stipulates that:-

- (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director erect, construct, provide, landscape and plant with trees and shrubs in a good workmanlike manner and in accordance with the plans approved under sub-clause (b) of this Special Condition, a public open space within the areas shown coloured yellow, yellow hatched black and yellow stippled black on the plan annexed to the Land Grant (hereinafter respectively

referred to as “the yellow areas”, “the Yellow Hatched Black Area” and “the Yellow Stippled Black Area” and collectively referred to as “the Yellow Area”), to be completed and made fit for occupation and operation within 84 calendar months from the date of this Agreement or within such other extended period or periods as may approved by the Director.

- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval plans of the Yellow Area, which shall include details as to the level, position and design of the Yellow Area and such other details as the Director may require.
- (c) (i) The Purchaser shall not demolish or damage the seawall within the Yellow Area except that he may replace it with a new seawall and the details of any new seawall shall be included in the plans referred to in sub-clause (b)(i) of this Special Condition.
- (ii) Subject to sub-clause (c)(i) of this Special Condition, no works shall be carried out within the Yellow Area which will adversely affect the seawall and (as the case may be) the new seawall or any part or parts thereof and the decision of the Director as to whether any work will adversely affect the seawall and (as the case may be) the new seawall shall be final and binding upon the Purchaser.
- (iv) No form of percussive piling shall be used within 15 metres from the copeline of the seawall and (as the case may be) the new seawall.
- (d) Subject to Special Condition No. (43)(f)(ii) of the Land Grant, no building works other than the demolition and removal works referred to in Special Condition No. (2) of the Land Grant and site formation works shall be commenced on the lot until the plans of the Yellow Area shall have been approved by the Director under sub-clause (b) of this Special Condition. For the purpose of these Conditions “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (e) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director, uphold, manage, maintain and repair the Yellow Area and everything forming a portion of or pertaining to it until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with sub-clause (h) of this Special Condition.
- (h) For the purpose only of carrying out the necessary works specified in Special Condition Nos. (2), (3)(a) and (3)(e) of the Land Grant, the Purchaser shall:
 - (i) be granted possession of the yellow areas and the Yellow Hatched Black Area on the date of this Agreement; and
 - (ii) be deemed to have been granted possession of the Yellow Stippled Black Area on a date to be specified in a letter from the Director and such date shall not be later than the 31st day of March 2014.

The Government shall have no liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Yellow Stippled Black Area and no claim for compensation whatsoever shall be made against the Government by the Purchaser in respect thereof. The Yellow Area shall be re-delivered to the Government by the Purchaser on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (i) The Purchaser shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos. (2), (3)(a) and (3)(e) of the Land Grant.
- (j) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (2), (3)(a) and (3)(e) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under sub-clause (f) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area.
- (k) The Purchaser hereby indemnifies and shall keep indemnified the Government against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Area and everything forming a portion of or pertaining to it and all tree health problems, defects, disorders, factors or causes which may affect the growth of any tree or shrubs in the Yellow Area (hereinafter referred to as “Tree Health Problem”),
 - (i) which may exist at the date of re-delivery of possession by the Purchaser of the Yellow Area; and
 - (ii) which shall occur or become apparent within a period of 18 calendar months after the date of re-delivery of possession by the Purchaser of the Yellow Area (hereinafter referred to as “the Defects Liability and Plant Establishment Period”).
- (l) Whenever required by the Director, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and everything forming a portion of or pertaining to it which shall occur or become apparent within the Defects Liability and Plant Establishment Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and everything forming a portion of or pertaining to it which may exist at the date of re-delivery of possession thereof by the Purchaser.
- (m) In the event that due to any Tree Health Problem which may exist at the date of re-delivery of possession of the Yellow Area by the Purchaser to the Government, any tree or plant within the Yellow Area has not grown or developed within the Defects Liability and Plant Establishment Period to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measure in all respects to the satisfaction of the Director.
- (n) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period, cause an inspection to be carried out in respect of the Yellow Area and everything forming a portion of or pertaining to it for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident within the Yellow Area and everything forming a portion of or pertaining to it and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director.
- (p) For the purpose of this Special Condition only, the expression “Purchaser” shall exclude his assigns.

10. Special Condition No. (4) of the Land Grant stipulates that:-

- (a) The Purchaser shall:
- (i) on or before the 31st day of December, 2018 or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director :
 - (I) lay and form those portions of future public roads on the Green Areas; 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 Areas.
 - (ii) on or before the 30th day of September 2018 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb, channel and landscape the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and landscaping as the Director may require; and
 - (iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No.(5) of the Land Grant.

11. Special Condition No. (5) of the Land Grant stipulates that:-

For the purpose only of carrying out the necessary works specified in Special Condition Nos. (2),(4)(a) and (22)(a) of the Land Grant and any other purposes as may be approved in writing by the Director subject to such terms and conditions as the Director shall at his absolute discretion see fit to impose, the Purchaser shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas or any part or parts thereof shall be re-delivered to the Government by the Purchaser on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Areas or any part or parts thereof allow free access over and along such area or areas 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 Nos. (2), (4) (a) and (22)(a) of the Land Grant or otherwise.

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

- (a) Subject to Special Condition No.(43)(f) of the Land Grant, the Purchaser shall:
- (i) on or before the 31st day of December, 2018 or such other date as may be approved by the Director at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve or require form, surface and channel the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area with such drains and channels 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 Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area to the satisfaction of the Director; and
 - (ii) thereafter fence and maintain at his own expense the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area to the satisfaction of the Director until such time as possession of the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or such part or parts thereof

shall have been re-delivered to the Government in accordance with Special Condition No. (7) of the Land Grant.

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

For the purpose only of carrying out the necessary works specified in Special Condition Nos.(2), (6)(a) and (22)(a) of the Land Grant and any other purposes as may be approved in writing by the Director subject to such terms and conditions as the Director shall at his absolute discretion see fit to impose, the Purchaser shall :

- (a) be granted possession of the Green Hatched Blue Areas on the date of this Agreement; and
- (b) be deemed to have been granted possession of the Green Hatched Blue Stippled Black Area on a date to be specified in a letter from the Director and such date shall not be later than the 31st day of March 2014.

The Government shall have no liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Green Hatched Blue Stippled Black Area and no claim for compensation whatsoever shall be made against the Government by the Purchaser in respect thereof. The Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof shall be re-delivered to the Government by the Purchaser on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

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

The Purchaser shall not without the prior written consent of the Director use the Green Areas, the Green Hatched Blue Areas or the Green Hatched Blue Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos. (2), (4) (a), (6)(a) and 22(a) of the Land Grant and such other purposes as may be approved by the Director in accordance with Special Condition Nos. (5) and (7) of the Land Grant.

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

- (a) The Purchaser shall at all reasonable times while he is in possession of the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part thereof :
- (i) permit the Government and the Director, his officers, contractors and agents and any other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (2), (3)(a), (3)(e), (4)(a), (6)(a) and (22)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition Nos. (3)(f), (4)(b), (6)(b) and (22)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Areas, the Green Hatched Blue Areas or the Green Hatched Blue Stippled Black Area or any part or parts thereof;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity,

gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof.

16. Special Condition No. (12) of the Land Grant stipulates that:-

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

17. Special Condition No. (13) of the Land Grant stipulates that:-

- (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
(ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. 27(a)(v) of the Land Grant if the lot or any part thereof is used for non-industrial (excluding hotel, godown and petrol filling station) purposes.

18. Special Condition No. (14) of the Land Grant stipulates that:-

In the event that any part of the lot is used for residential purposes, the following provisions shall apply :

- (a) The Purchaser shall at his own expense and to the satisfaction of the Director provide and maintain within the lot areas of open space of not less than 1,680 square metres (hereinafter referred to as “the Private Open Space”). The Private Open Space shall not be used for any purpose other than recreational purposes for the common use and benefit of all the residents and occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests or visitors. The Private Open Space shall be located, formed, serviced, landscaped, planted, provided and maintained with such

equipment and facilities as the Director may require and in all respects to his satisfaction.

- (b) Except with the prior written consent of the Director, no building or structure or support for any building or structure may be erected or constructed on, over, under, above, below or within the Private Open Space except the equipment and facilities provided under sub-clause (a) of this Special Condition.

19. Special Condition No. (16) of the Land Grant stipulates that:-

In the event that any part of the lot is used for residential purposes, the following provisions shall apply :

- (a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as “the Facilities”) as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”) :
(ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

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

- (a) The Purchaser 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 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 shops, residential blocks (if any), open space and community facilities provided thereon.
- (c) The Purchaser 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) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director.
- (d) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director construct and provide within the lot and the building or buildings erected or to be erected thereon a pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps and such other structure or structures as may be approved or required by the Director with a width of not less than 5.0 metres or such other width as the Director may approve (hereinafter referred to as “the Pedestrian Walkway”) so as to link up the following:
(i) the Yellow Area;
(ii) the Covered Footbridge referred to in Special Condition No. (22)(a) of the Land Grant; and
(iii) the public roads and footpaths adjoining or near the lot as required by the Director.

- (e) The Purchaser shall throughout the term hereby agreed to be granted maintain at his own expense the Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.
- (f) The Purchaser shall throughout the term hereby agreed to be granted at all times during day and night keep the Pedestrian Walkway open for use by the public free of charge without any interruption.

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

- (a) The Purchaser shall on or before the 31st day of December, 2018 (or such other extended date as may be approved by the Director) at his own expense, in such manner, with such materials and to such standards, levels, widths, alignment and design as the Director shall approve or require and in all respects to the satisfaction of the Director construct and provide:
 - (i) one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to such covered footbridge and any supports and connections in such building or buildings erected or to be erected on the lot as the Director may require or approve) as shall be required or approved by the Director, in the position shown and marked "PROP.FB" on the plan annexed to the Land Grant connecting the lot with an existing footbridge shown and marked "EXISTING FOOTBRIDGE" on the plan annexed to the Land Grant, the said single storey covered footbridge shall have a clear minimum internal width of 5.0 metres and a clear minimum internal headroom of 2.5 metres; and
 - (ii) such internal and external fittings and fixtures, lighting fittings, supports, ramps, associated staircases and landings, escalators, lifts and such other structures or facilities as the Director in his sole discretion may require (all the aforesaid fittings, structures and facilities are hereinafter collectively referred to as "the said facilities")

which said single storey covered footbridge and the said facilities shall hereinafter collectively be referred to as "the Covered Footbridge", so that pedestrian passage may be carried on and along the Covered Footbridge and pedestrians may have access to and from the Covered Footbridge and the Pedestrian Walkway.
- (b) In the event of the non-fulfillment of the Purchaser's obligations under sub-clauses (a), (e) and (f) of this Special Condition, the Government may carry out the necessary construction or maintenance works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser 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 Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (c)
 - (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair and for placing flower troughs.
 - (ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
 - (iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to

any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

- (iv) The Purchaser shall at all times during day and night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.
- (d) The Purchaser hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all 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 Purchaser, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge.
- (e) Notwithstanding the re-delivery of the possession of the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof to the Government under Special Condition Nos. (5) and (7) of the Land Grant, the Purchaser shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Covered Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge or any part thereof is required to be demolished, the Purchaser shall, within such time limit as shall be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of a new covered footbridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require and shall thereafter manage and maintain the new covered footbridge in good substantial repair and condition in all respects to the satisfaction of the Director.
- (g) It is hereby expressly agreed, declared and provided that, by imposing the obligation on the part of the Purchaser contained in Special Condition Nos. (21)(f) and (22)(c)(iv) of the Land Grant, neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway and the part or parts of the Covered Footbridge constructed within the lot to the public for the right of passage.
- (h) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in Special Condition Nos. (21)(f) and (22)(c)(iv) of the Land Grant will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respects of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (i) Notwithstanding sub-clause (e) of this Special Condition, the Government may, (but is not obliged to) on written demand to the Purchaser, take over, and the Purchaser shall deliver to the Government, the Covered Footbridge or any part or parts thereof, for future management and maintenance thereof at the expense of the Purchaser.

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

The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed to the Land Grant or at such other points as may be approved in writing by the Director.

Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

23. Special Condition No. (30) of the Land Grant stipulates that:-

- (a) The Purchaser shall provide within the lot and to the satisfaction of the Director:
 - (i) spaces each measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres at a rate of one space for every 100 rooms or part thereof provided in the hotel or hotels erected or to be erected on the lot unless the Director consents to another rate. Such spaces 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, guests or patrons of the hotel or hotels erected or to be erected on the lot and their visitors or invitees and in particular such 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;
 - (ii) spaces each measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres at a rate of one space for every 400 square metres or part thereof of the gross floor area of the ancillary accommodation for restaurants, function rooms and conference facilities provided on the lot unless the Director consents to another rate. Such spaces 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, guests or patrons of the hotel or hotels erected or to be erected on the lot and their visitors or invitees and in particular such 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) out of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition, the Purchaser shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of one space for every 200 spaces or part thereof of the total number of spaces provided in accordance with sub-clauses (a)(i) and (a)(ii) of this Special Condition subject to a minimum of one space being provided. The spaces so reserved and designated shall be located at such position and level as shall be approved in writing by the Director and each of the spaces shall occupy an area of 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. Such spaces shall not be used for any purpose other than for the 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 occupiers, guests or patrons of the hotel or hotels erected or to be erected on the lot and their visitors or invitees;
 - (iv) spaces each measuring 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres at a rate of one space for every 200 rooms or part thereof provided in the hotel or hotels erected or to be erected on the lot unless the Director consents to another rate. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the hotel or hotels erected or to be erected on the lot;
 - (v) spaces for the picking up and setting down of passengers from motor vehicles (including taxis) each measuring 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres at a rate to be calculated by reference to the number of hotel rooms in the hotel or hotels erected or to be erected on the lot as set out in the table listed in Special Condition No. (30)(a)(v) of the Land Grant unless the Director consents to another rate;

- (vi) spaces for the picking up and setting down of passengers from tour buses or coaches each measuring 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres at a rate to be calculated by reference to the number of hotel rooms in the hotel or hotels erected or to be erected on the lot as set out in the table listed in Special Condition No. (30)(a)(vi) of the Land Grant unless the Director consents to another rate.

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

- (a) If any part of the lot is used for residential purposes, the following parking requirements shall apply:-
 - (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 listed in Special Condition No. (31)(a)(i) of the Land Grant (unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the said table);
 - (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every 75 residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.
 - (iv) The spaces provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (33)(a) of the Land Grant) and sub-clause (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) If any part of the lot is used for office purposes, the Purchaser shall provide within the lot to the satisfaction of the Director spaces for the parking of motor vehicles at the rate of one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes unless the Director consents to another rate.
- (ii) If any part of the lot is used for non-industrial (excluding hotel, residential, office, godown and petrol filling station) purposes, the Purchaser shall provide within the lot to the satisfaction of the Director spaces for the parking of motor vehicles at the rate of one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding hotel, residential, office, godown and petrol filling station) purposes unless the Director consents to another rate.
- (iv) The spaces provided under sub-clauses (b)(i) and (b)(ii) of this Special Condition (as may be varied under Special Condition No. (33)(a) of the Land Grant) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clauses and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise 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, the Purchaser shall reserve and designate

spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rates as listed in Special Condition No. (31)(c)(i) of the Land Grant or at such other rates as may be approved by the Director.

- (iii) The spaces to be provided under sub-clause (c)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise 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) 10% 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. (33)(a) of the Land Grant) (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”);

- (II) 10% 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. (33)(a) of the Land Grant); and

- (III) 10% of the total number of spaces required to be provided under sub-clause (b)(ii) of this Special Condition (as may be varied under Special Condition No. (33)(a) of the Land Grant);
provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

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

- (iii) The spaces provided under sub-clauses (d)(i)(II) and (d)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in sub-clauses (b)(i) and (b)(ii) 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.

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

- (a) If any part of the lot is used for residential, office or non-industrial (excluding hotel, residential, office, godown and petrol filling station) purposes, spaces shall be provided within the lot to the satisfaction of the Director:
 - (i) for the loading and unloading of goods vehicles at the following rates:
 - (I) one space for 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;

- (II) one space for every 3,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and

- (III) one space for every 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 hotel, residential, office, godown and petrol filling station) purposes;

- (ii) as lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) at a rate of one space for every 20,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes.

- (b) (i) (III) The spaces provided under sub-clause (a)(i) of this Special Condition shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

- (ii) Each of the spaces provided under sub-clause (a)(ii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. Such spaces shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis) in connection with the building or buildings erected or to be erected on the lot to be used for office purposes.

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

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

- (i) assigned except:

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

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

- (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot; provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.

27. Special Condition No. (37) of the Land Grant stipulates that:-

A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces, picking up and setting down spaces and lay-bys to be provided within the lot in accordance with Special Condition Nos. (30), (31), (32) and (33) of the Land Grant, or a copy of such plan 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. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (24)(c) or Special Condition No. (25)(b) of the Land Grant and a building mortgage under Special Condition No. (24)(d) of the Land Grant or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces and lay-bys indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (30), (31) and (32) of the Land Grant. The Purchaser shall maintain the parking, loading and unloading spaces, lay-bys and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan 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 plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

28. Special Condition No. (38) of the Land Grant stipulates that:-

- (a) The Purchaser shall not damage, interfere with or endanger the Mass Transit Railway and the railway premises (respectively defined in the Mass Transit Railway Ordinance, Cap.556, any regulations made thereunder and any amending legislation), any structure and installation of any nature whatsoever used or provided in or on or upon any part of or in connection with the Mass Transit Railway or the railway premises, and the safe operation of railway services operated by the MTR Corporation Limited.
- (b) To ensure that no damage, interference or endangerment will be caused to the Mass Transit Railway, railway premises, structures and installations and the safe operation of railway services referred to in sub-clause (a) of this Special Condition, the Purchaser shall:-
 - (i) prior to commencement of any works whatsoever on the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part thereof, including but not limited to the construction of the Covered Footbridge, consult the Director and at the Purchaser's own expense take such precautionary measures as the Director may require;
 - (ii) observe and comply with all railway protection requirements as stipulated in the Mass Transit Railway Protection Practice Note for Authorized Persons and Registered Structural Engineers No. 77 and the Practice Note for Registered Contractors No. 14 or any amendments or substitutions thereof from time to time issued by the Building Authority;
 - (iii) at all times allow the duly authorized officers, employees, servants and contractors of the MTR Corporation Limited and the Government, its officers, servants and agents the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part thereof with or without tools, equipment, plant, machinery and motor vehicles for the purpose of inspecting and maintaining any of the Mass Transit Railway, railway premises, structures and installations referred to in sub-clause (a) of this Special Condition. The duly authorized officers, employees, servants and contractors of the MTR Corporation Limited and the Government, its officers, servants and agents shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by him or them of the rights conferred under this Special Condition, and no claim shall be made against him or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance; and
- (d) The Purchaser shall at his own expense and to the satisfaction of the MTR Corporation Limited make good any damage to any of the Mass Transit Railway, railway premises, structures and installations referred to in sub-clause (a) of this Special Condition.
- (e) The Purchaser hereby indemnifies and shall keep indemnified the MTR Corporation Limited from and against all liabilities and all actions, proceedings, costs, claims, expenses, losses, damages, charges and demands of whatsoever nature arising out of or in connection with any damage by the Purchaser to the Mass Transit Railway, railway premises, structures and installations and the safe operation of railway services referred to in sub-clause (a) of this Special Condition.

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the

Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify 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 Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

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

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

31. Special Condition No. (43) of the Land Grant stipulates that:

- (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director:
 - (i) on or before the 1st day of July 2013 or such other date as may be approved by the Director form, construct and surface, a drainage reserve 8 metres wide within the area shown coloured pink hatched black on the plan annexed to the Land Grant (hereinafter referred to as "the Pink Hatched Black Area") and the Yellow Hatched Black Area or at such other location as may be approved by the Director (hereinafter collectively referred to as "Drainage Reserve");
 - (ii) on or before the 1st day of July 2013 or such other date as may be approved by the Director provide, lay and construct within the Drainage Reserve such sewers, drains, culverts, manholes with covers, access openings with multipart covers, access and other structures for or in connection with the formation, construction and surfacing of the Drainage Reserve as the Director at his sole discretion may require (hereinafter collectively referred to as "the Utilities") in such manner, at such levels, with such materials and to such standards, specifications and design as may be approved by the Director,

and connect the Utilities to a discharging point approved by the Director and put the Utilities into operation to the satisfaction of the Director; and

- (iii) thereafter maintain in good condition the Drainage Reserve and the Utilities until such time as these Conditions shall have been observed and complied with to the satisfaction of the Director.
- (b) Except with the prior written consent of the Director, no building or structure or support or foundation for any building or structure shall be erected or constructed under or below the Pink Hatched Black Area and the Director may, in giving consent, impose at his absolute discretion such conditions as he deems necessary and appropriate (including but not limited to the requirement that any building, structure or support or foundation for any building or structure is prohibited within a distance of 3.0 metres measures around the external surface of any of the Utilities within the Pink Hatched Black Area).
- (d) The Director and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as “the authorized persons”) shall, throughout the term hereby agreed to be granted, with or without tools, plants, equipment, machinery or motor vehicles, have the right of unrestricted ingress, egress and regress at all times to, from and through the lot, for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the inspecting, repairing, maintaining and renewing the Drainage Reserve or any part thereof and the Utilities which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve or the Pink Hatched Black Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), there are objects or material within the Drainage Reserve or the Pink Hatched Black Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Purchaser, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve or the Pink Hatched Black Area. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (f) The Purchaser acknowledges that there are in existence storm water drains within the lot as delineated and shown by a broken blue line and marked “Existing Stormwater Drains” on the plan annexed to the Land Grant (hereinafter referred to as “the Existing Storm Water Drains”). The Purchaser acknowledges and agrees that until such time as the Utilities have been completed and put into operation and connected to an approved discharging point by the Purchaser at his own expense and to the satisfaction of the Director:-
 - (i) the Existing Storm Water Drains shall not be interfered with, removed or abandoned;
 - (ii) no excavation, site formation or general disturbance of the existing site condition of the Pink Stippled Black Area, the Yellow Stippled Black Area and the Green Hatched Blue Stippled Black Area (hereinafter collectively referred to as “the Reserved Area”) shall be undertaken except with the prior approval in writing of the Director and in compliance with such conditions as the Director may impose;
 - (iii) no building or structure or foundation or support for any building or structure shall be erected within the Pink Stippled Black Area; and
 - (iv) notwithstanding the provisions in sub-clauses (f)(ii) and (f)(iii) of this Special Condition but subject to the prior written approval of the Director, a building or structure or support for part of a building or structure may be permitted over or within the Pink Stippled Black Area. The Director may, in giving his written approval, impose at his absolute discretion such

conditions as he deems necessary and appropriate (including but not limited to the requirement that there is a clear space extending upwards from the ground level within the Pink Stippled Black Area to a height of not less than 5.1 metres).

- (g) The Purchaser acknowledges and agrees that prior to obtaining possession of the Pink Stippled Black Area which is being deemed to have been given to the Purchaser in accordance with Special Condition No.(1)(a)(ii) of the Land Grant, the Director and the authorized persons shall have the exclusive rights to occupy and use the Pink Stippled Black Area, the Yellow Stippled Black Area and the Green Hatched Blue Stippled Black Area for the purpose of laying and constructing an additional drain (hereinafter referred to as “the Additional Drain”). The Director and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise by the Director and the authorized persons of the rights conferred under this sub-clause and no claim shall be made against the Director or the authorized persons in respect of any such loss, damage, nuisance or disturbance. The Additional Drain, upon completion of its construction, shall be deemed to form part of the Existing Storm Water Drains and shall be subject to the same provisions and reservations under sub-clause (f) of this Special Condition provided that the Purchaser shall at his own expense and in all respects to the satisfaction of the Director maintain the Additional Drain until such time as the Utilities have been completed, connected to an approved discharging point and put into operation to the satisfaction of the Director in accordance with sub-clause(a) of this Special Condition.
- (h) In the event of the non-fulfillment of the Purchaser’s obligations under sub-clauses (a) and (g) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (i) The Purchaser acknowledges and agrees that the Director and the authorized persons shall, with or without tools, equipment, machinery or motor vehicles, have the right of unrestricted ingress, egress and regress at all times to, from and through the lot, the Green Areas, the Green Hatched Blue Areas, the Green Hatched Blue Stippled Black Area, the yellow areas, the Yellow Hatched Black Area and the Yellow Stippled Black Area (while the Purchaser is in possession of them or any part thereof) (hereinafter collectively referred to as “the said Areas”) for the purposes of:
 - (i) inspecting, checking and supervising any works to be carried out in compliance with sub-clause (g) of this Special Condition;
 - (ii) carrying out, inspecting, checking and supervising the works under sub-clause (h) of this Special Condition and any other works which the Director may consider necessary in the lot and the said Areas; and
 - (iii) inspecting, repairing, maintaining and renewing the Existing Storm Water Drains.

The Director and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise by the Director and the authorized persons of the rights conferred under this sub-clause and no claim shall be made against the Director or the authorized persons in respect of any such loss, damage, nuisance or disturbance.

32.Special Condition No. (44) of the Land Grant stipulates that:

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify

the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

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

33. Special Condition No. (45) of the Land Grant stipulates that:-

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

34. Special Condition No. (46) of the Land Grant stipulates that:-

- (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify 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 Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the

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

35. Special Condition No.(47) of the Land Grant stipulates that:-

- (a) The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times when building works are being carried out on the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part thereof to avoid causing any damage to the historic building marked “Grade II Historic Building” on the plan annexed to the Land Grant (hereinafter referred to as “the Historic Building”).
- (b) The Director, his officers and contractors, his or their workmen and any other persons authorized by him or them with or without tools, equipment, machinery, plant or motor vehicles shall have the right of free ingress, egress and regress to, from or through the lot and the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area (while the Purchaser is in possession of them or any part thereof) for the purposes of inspecting, monitoring, repairing and maintaining the Historic Building and carrying out any works which the Director may require or authorize.
- (c) The Director, his officers and contractors, his or their workmen and any other persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by him or them of the rights conferred under sub-clause (b) of this Special Condition and no claim for compensation shall be made against him or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

36. Special Condition No. (50) of the Land Grant stipulates that:-

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

Remarks : The “Purchaser” as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in case of a corporation its successors and assigns.

A.「批地文件」規定須興建並提供予政府或供公眾使用的設施的資料

1.「批地文件」批地特別條款第(3)條所載的「黃色範圍」

(I)「批地文件」之條款規定

「批地文件」批地特別條款第(3)條訂明：

- (a)「買方」應自費以「署長」全面滿意的方式及良好工藝，根據本批地特別條款(b)款核准的圖則，在本文所夾附圖則以黃色、黃色間黑斜線及黃色加黑點顯示各範圍（以下分別簡稱黃色範圍、「黃色間黑斜線範圍」及「黃色加黑點範圍」和統稱「黃色範圍」）興建、建造和提供公眾休憩用地並進行園景美化和種植樹木灌叢。公眾休憩用地應於本「協議」訂立日後84個曆月內或「署長」批准的其他一個或多個延長期限內建成並適宜佔用和運作。
- (b) (i)「買方」應自費向「署長」提交或達致向「署長」提交「黃色範圍」的圖則，以便「署長」作書面審批。圖則的資料應涵蓋「黃色範圍」的樓層、位置和設計及「署長」要求的其他詳情。
- (ii)「黃色範圍」圖則批核後，「買方」如非事前獲「署長」書面批准又或「署長」規定，不得作修改、更改、修訂、改動或取代。
- (iii)根據本批地特別條款(b)(i)款批核的「黃色範圍」圖則將視作已納入「署長」其後批准或規定的任何修改、更改、修訂、改動或取代。
- (c) (i)「買方」不可拆卸或損壞「黃色範圍」內的海堤，但可另建新海堤作替代。本批地特別條款(b)(i)款所載的圖則應載明任何新海堤的資料。
- (ii)遵從本批地特別條款(c)(i)款之規定，「黃色範圍」內不得進行對海堤及(視乎情況而定)新海堤或其任何一個或多個部份構成不良影響的工程。「署長」就任何工程是否對海堤及(視乎情況而定)新海堤構成不良影響所作的決定將作終論並對「買方」約束。
- (iii)海堤及(視乎情況而定)新海堤蓋頂線對開及後方10米範圍內的最大附加荷載不可超過每平方米10千牛頓。
- (iv)海堤及(視乎情況而定)新海堤蓋頂線15米範圍內不得進行任何形式的撞擊式打樁工程。
- (d)遵從本批地特別條款第(43)(f)(ii)條之規定，除本批地特別條款第(2)條所載的拆卸及清拆工程外，不可展開任何建築工程，並且在「署長」根據本批地特別條款(b)款規定批核「黃色範圍」圖則之前，不可在該地段展開地盤平整工程。於此等批地條款，「建築工程」及「地盤平整工程」將採取《建築物條例》及其任何附屬規例和任何修訂法例訂明的釋義。
- (e)「買方」應自費以「署長」全面滿意的方式保養、管理、維修和修理「黃色範圍」及所有附屬或從屬於該處的物件，直至「黃色範圍」的佔管依照本批地特別條款(h)款規定交還「政府」為止。
- (f) (i)如「買方」不履行本批地特別條款(a)或(e)款及本批地特別條款第(2)條訂明其應就「黃色範圍」承擔的責任，「政府」可進行必要的工程，費用由「買方」支付。「買方」須於「政府」通知時支付「政府」有關的費用，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。
- (ii)儘管有本批地特別條款第(48)(a)條之規定，倘「買方」不履行本批地特別條款(l)、(m)及(n)款所訂的責任，「政府」可進行必要的工程，費用由「買方」支付。「買方」須於「政府」要求時支付「政府」相等於工程費用的款項(付款金額由「署長」釐定，而其決定將作終論並對「買方」約束)，另須繳付相等於上述費用20%的行政費用。
- (g)如因「買方」履行本批地特別條款(a)、(e)、(l)、(m)及(n)款所訂

責任，又或因「政府」行使本批地特別條款(f)款等訂明的權利或因其他原因，導致或連帶「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概不承擔責任，「買方」不可就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員提出申索賠償等。

- (h)茲為進行本批地特別條款第(2)、(3)(a)及(3)(c)條所訂的必要工程，「買方」將：
- (i)在本「協議」日期獲授予黃色範圍及「黃色間黑斜線範圍」之佔管；及
- (ii)被視作已於「署長」發函指定的日期獲授予「黃色加黑點範圍」的佔管，上述日期不可遲逾2014年3月31日。
- 倘「買方」因「黃色加黑點範圍」延遲交付佔管而招致或蒙受任何損害或損失等，「政府」概不承擔責任，而「買方」不得就此向「政府」提出索償等。「買方」須在「署長」要求時將「黃色範圍」交還「政府」，而於任何情況下「黃色範圍」亦會被視為在「署長」發函說明此等批地條款已以其滿意的方式履行當日交還「政府」。
- (i)如非事前獲「署長」書面同意，「買方」不可使用「黃色範圍」儲物或在該處興建任何臨時構築物，又或用作本批地特別條款第(2)、(3)(a)及(3)(c)條訂明工程以外的任何其他用途。
- (j)「買方」佔管「黃色範圍」期間，必須允許「署長」、其人員、承辦商及其授權的任何其他人等在所有合理時間進出及再進出、往返和通行該地段及「黃色範圍」，以便檢驗、檢查和監督任何遵照本批地特別條款第(2)、(3)(a)及(3)(c)條進行的任何工程，以及進行、檢驗、檢查和監督任何遵照本批地特別條款(f)款規定的工程及「署長」認為在「黃色範圍」所必需的任何其他工程。
- (k)倘因「黃色範圍」及所有附屬或從屬於該處的物件的任何不良缺點、失修、不善、失靈、故障或任何其他未完成工程(不論關乎工藝、質料、設計與否)，及任何可能影響「黃色範圍」內樹木或灌叢生長的樹木健康問題、不良缺點、毛病、因素或成因(以下簡稱「樹木健康問題」)，乃於：
- (i)「買方」將「黃色範圍」佔管交還「政府」當日現存；及
- (ii)「買方」將「黃色範圍」佔管交還「政府」當日後18個曆月內(以下簡稱「保修責任及植物扎根期」)出現或可見，「買方」承諾就由此導致或招致的任何性質的索償、費用、索求、收費、損害、訴訟及法律程序向「政府」作出彌償並確保其免責。
- (l)只要「署長」要求，「買方」即須自費按「署長」指定的期限、標準和方式進行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救和糾正「黃色範圍」及該處各附屬及從屬物件於「保修責任及植物扎根期」內出現或可見的任何不良缺點、失修、不善、失靈、故障或任何其他未完成工程。「買方」除要遵從前文之規定外，並須自費按「署長」指定的期限、標準及方式修復和糾正在「買方」向「政府」交還「黃色範圍」佔管當日已存在於「黃色範圍」及該處各附屬及從屬物件的任何不良缺點、失修、不善、失靈、故障或任何其他未完成工程。
- (m)倘因任何於「買方」向「政府」交還「黃色範圍」佔管當日現存的「樹木健康問題」，「黃色範圍」內任何樹木或植物未能在「保修責任及植物扎根期」內生長或發育至「署長」滿意的程度或狀況，則只要「署長」要求，「買方」便須自費以「署長」指定的時間、標準和方式進行重新種植或園景美化工程或採取樹木保養措施或其他措施，以全面令「署長」滿意。
- (n)「署長」將在「保修責任及植物扎根期」即將屆滿時達致派員檢驗「黃色範圍」及該處各附屬和從屬物件，以查看是否可發現任何明顯的不良缺點、失修、不善、失靈、故障或任何其他未完成工程。「署長」保留權利於「保修責任及植物扎根期」屆滿後十四(14)天內向「買方」發出一個或多個「保修列表」，列

明「黃色範圍」及該處各附屬和從屬物件之任何明顯的不良缺點、失修、不善、失靈、故障或任何其他未完成工程，「買方」應自費依照「署長」指定的期限、標準和方式達致進行所有必要工程以作修復和糾正。

- (o) 「買方」須達致其母公司或「署長」全權酌情指定的其他聯屬公司發出保證書，承諾該公司無條件及不可撤回地：
- (i) 保證履行本批地特別條款及本批地特別條款第(2)條訂明關乎「黃色範圍」的「買方」應有責任；及
 - (ii) 向「政府」彌償其因「買方」任何違反或不履行本批地特別條款及本批地特別條款第(2)條所訂關乎「黃色範圍」的任何「買方」責任而招致或引起的所有損失、損害、費用、收費、開支及責任，並確保其免責。

上述保證須遵從香港法律，並採用「署長」核准的格式，於本「協議」日期後90天內提交「署長」。如「買方」的母公司或聯屬公司於「香港」境外成立，而「署長」提出要求，「買方」應取得由根據《銀行業條例》第16條、其任何附屬規例及任何修訂法例持牌的銀行簽發而符合「署長」全面滿意之格式的履約保證或保證書提交「署長」。履約保證或保證書的金額為833,000.00港元，用於擔保「買方」向「政府」支付已根據本批地特別條款(f)款發出要求應繳惟尚未清繳的款項。

- (p) 茲純粹就本特別條款而言，「買方」一詞不包括其受讓人。

(II)「公契」之條款規定

不適用。

(III)撥出私人地方供公眾使用的契據之條文

並無關於上述公共設施的撥出私人地方供公眾使用的契據。

2. 「批地文件」批地特別條款第(4)、(5)、(6)、(7)、(8)及(9)條所載的「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」(如「批地文件」批地特別條款第(2)條所界定釋義)

(I)「批地文件」之條款規定

「批地文件」批地特別條款第(4)條訂明：

- (a) 「買方」應：
- (i) 在2018年12月31日或「署長」批准的其他日期或之前，自費以「署長」批准的方式、物料、標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：
 - (I) 鋪設及平整「綠色範圍」的未來公共道路部份；及
 - (II) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)；
 以便於「綠色範圍」建造建築物和供車輛及行人往來。
 - (ii) 於2018年9月30日或「署長」批准的其他日期或之前，自費在「綠色範圍」敷設表面、建造路緣、渠道及進行園景美化，並且按「署長」規定為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道傢俬、道路標記及園景，以令「署長」滿意；及
 - (iii) 自費維修「綠色範圍」及「構築物」和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及植物，以令「署長」滿意，直至「綠色範圍」或其任何一個或多個部份的佔管按照本批地特別條款文第(5)條交還「政府」為止。
- (b) 如「買方」不履行本批地特別條款(a)款及本批地特別條款第(2)條訂明其應就「綠色範圍」承擔的責任，「政府」可進行必要的工程，費用由「買方」支付。「買方」須於「政府」要求時向「政府」支付相等於工程費用的款項，金額由「署長」釐定，其決定將作終論並對「買方」約束。

- (c) 倘因「買方」履行本批地特別條款(a)款所訂之「買方」責任或「政府」行使本批地特別條款(b)款所訂權利等導致或連帶「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概不承擔責任，「買方」不可就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員申索賠償等。

「批地文件」批地特別條款第(5)條訂明：

茲為進行本批地特別條款第(2)、(4)(a)及(22)(a)條所訂的必要工程，以及為着進行經「署長」書面批准(遵從「署長」全權酌情視為恰當制訂的條款與條件)的任何其他事宜，「買方」將於本「協議」日期獲授予「綠色範圍」之佔管。「買方」應在「署長」要求時將「綠色範圍」或其任何一個或多個部份交還「政府」，而於任何情況下「綠色範圍」亦會被視為於「署長」發函說明此等批地條款已以其滿意的方式履行當日交還「政府」。「買方」佔管「綠色範圍」或其任何一個或多個部份期間，應允許所有「政府」和公共車輛及行人於所有合理時間自由進出及通行此等範圍，並確保不會因為進行本批地特別條款第(2)、(4)(a)及(22)(a)條等規定的工程而干預或阻礙此等通行。

「批地文件」批地特別條款第(6)條訂明：

- (a) 遵從本批地特別條款第(43)(f)條之規定，「買方」應：
- (i) 於2018年12月31日或「署長」批准的其他日期或之前，採用「署長」批准或規定的方式、物料、標準、樓層、定線和設計，自費建造排水渠及渠道，以平整、敷設表面及疏通「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」，藉此截流及輸送所有落下或流進「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」的暴雨水或雨水，排放至最鄰近的河溪、集水井、渠道或「政府」雨水渠，以令「署長」滿意；及
 - (ii) 嗣後自費以「署長」滿意的方式在「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」建造圍欄和進行維修，直至「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份的佔管根據本批地特別條款第(7)條交還「政府」為止。
- (b) 如「買方」不履行本批地特別條款(a)款及本批地特別條款第(2)條訂明其應就「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」承擔的責任，「政府」可進行必要的工程，費用由「買方」支付。「買方」須於「政府」要求時向「政府」支付相等於工程費用的款項，金額由「署長」釐定，其決定將作終論並對「買方」約束。

- (c) 倘因「買方」履行本批地特別條款(a)款所訂之「買方」責任或「政府」行使本批地特別條款(b)款所訂權利等導致或連帶「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾等，「署長」概不承擔責任，「買方」不可就此等損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員申索賠償等。

「批地文件」批地特別條款第(7)條訂明：

茲為進行本批地特別條款第(2)、(6)(a)及(22)(a)條所訂的必要工程，以及為着進行經「署長」書面批准(遵從「署長」全權酌情視為恰當制訂的條款與條件)的任何其他事宜，「買方」將：

- (a) 在本「協議」日期獲授予「綠色間藍斜線範圍」之佔管；及
- (b) 被視作已於「署長」發函指定的日期獲授予「綠色間藍斜線加黑點範圍」的佔管，上述日期不可遲逾2014年3月31日。

倘「買方」因「綠色間藍斜線加黑點範圍」延遲交付佔管而招致或蒙受任何損害或損失，「政府」概不承擔責任，而「買方」不得就此向「政府」提出索償等。「買方」須在「署長」要求時將「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份交還「政府」，而於任何情況下「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份亦會被視為在「署長」發函說明此等批地條款已以其滿意的方式履行當日交還「政府」。

「批地文件」批地特別條款第(8)條訂明：

如非事前獲「署長」書面同意，「買方」不可使用「綠色範圍」、「綠色間藍斜線範圍」或「綠色間藍斜線加黑點範圍」儲物或在該處興建任何臨時構築物，又或用作本批地特別條款第(2)、(4)(a)、(6)(a)及(22)(a)條所訂工程和「署長」依照本批地特別條款第(5)及(7)條所批核用途以外的任何其他用途。

「批地文件」批地特別條款第(9)條訂明：

- (a) 「買方」佔管「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何部份期間，必須在所有合理時間：
- (i) 允許「政府」及「署長」、其人員、承辦商、代理和「署長」授權的任何其他人等行使權利進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份，以便檢驗、檢查和監督任何遵照本批地特別條款第(2)、(3)(a)、(3)(c)、(4)(a)、(6)(a)及22(a)條進行的任何工程，以及進行、檢驗、檢查和監督本批地特別條款第(3)(f)、(4)(b)、(6)(b)及(22)(b)條規定的工程及「署長」認為在「綠色範圍」、「綠色間藍斜線範圍」或「綠色間藍斜線加黑點範圍」或其任何一個或多個部份實施的其他有必要工程；
- (ii) 允許「政府」及「政府」授權的相關公用事業公司行使權利，按彼等需要進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份，以在「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份或任何毗連土地內、上或下進行工程，其中包括但不限於敷設及其後維修所有水管、電線、管線、電纜管道和其他導體及附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有者)及其他服務。「買方」應與「政府」充分合作，同時與「政府」正式授權的相關公用事業公司合作，以處理所有關乎在「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份進行任何上述工程的事項；及
- (iii) 允許水務監督人員及彼等授權的其他人等有權按需要進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份，以進行任何關於運作、維修、修理、更換和更改「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份的任何其他水務裝置工程。
- (b) 倘因「政府」、「署長」及其人員、承辦商及代理和任何根據本批地特別條款(a)款正式獲授權的其他人等或公用事業公司行使權利導致或連帶「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承辦商及代理和根據本批地特別條款(a)款正式獲授權的其他人等或公用事業公司概毋須承擔責任。

(iii)「公契」之條款規定

不適用。

(iv)撥出私人地方供公眾使用的契據之條文

並無關於上述公共設施的撥出私人地方供公眾使用的契據。

3. 「批地文件」批地特別條款第(21)條所載的「行人走道」

(i)「批地文件」之條款規定

「批地文件」批地特別條款第(21)條訂明：

- (d) 「買方」應自費以「署長」全面滿意的方式在該地段及現已或將會建於該地段的一座或多座建築物範圍內建造和提供一條或多條行人走道，連同自動扶梯、載客電梯、樓梯、斜路及「署

長」批准或規定的其他一個或多個構築物，寬度不可小於5.0米或「署長」批准的其他寬度(以下簡稱「行人走道」)，以連接下列地方：

- (i) 「黃色範圍」；
- (ii) 本批地特別條款第(22)(a)條所載的「有蓋行人天橋」；及
- (iii) 「署長」指定的該地段毗鄰或鄰近公共道路及行人徑。

- (e) 「買方」應在本文協定的整個批租年期內自費維修「行人走道」，以保持其維修充足及狀態良好，令「署長」滿意。

- (f) 「買方」應在本文協定的整個批租年期內維持「行人走道」日夜時刻開放，以供公眾免費使用和暢通無阻地通行。

(ii)「公契」之條款規定

第I節「24小時行人走道」的釋義指「政府批地書」批地特別條款第(21)(d)條所載的一條或多條行人走道，以及有關的自動扶梯、載客升降機、樓梯、斜路及「地政總署署長」批准或指定的其他一個或多個構築物，每日24小時供公眾所有人仕使用。

第IV節D次節第(a)條訂明，「24小時行人走道」必須每日24小時開放供所有公眾人仕免費及暢通無阻地通行，以作所有合法用途。

第VI節B次節第1(bv)條訂明，「管理人」有責任及權力「將「行人通道」、「24小時行人走道」及「有蓋行人天橋」保養充足及維持狀態良好，令「地政總署署長」滿意。」

(iii)撥出私人地方供公眾使用的契據之條文

並無關於上述公共設施的撥出私人地方供公眾使用的契據。

4. 「批地文件」批地特別條款第(22)條所載的「有蓋行人天橋」

(i)「批地文件」之條款規定

「批地文件」批地特別條款第(22)條訂明：

- (a) 「買方」應在2018年12月31日或之前(或「署長」批准的其他延訂日期)，自費以「署長」批准或規定的方式、物料、標準、樓層、寬度、定線和設計進行下列工程，全面令「署長」滿意地建造及提供：
- (i) 「署長」規定或批准的一座單層有蓋行人天橋，連同所有支承件及連接段(包括「署長」全權酌情認為此等有蓋行人天橋日後擴建段所需的任何支承件及連接段，以及「署長」規定或批准於現已或將會建於該地段一座或多座建築物的任何支承件及連接段)，選址為本文所夾附圖則顯示並註明為PROP.FB的位置，以連接該地段與本文所夾附圖則顯示並註明為EXISTING FOOTBRIDGE的現有行人天橋。上述單層有蓋行人天橋的淨內闊度最少達5米及淨內空高度最少達2.5米；及
- (ii) 內外配件和固定裝置、照明裝置、支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及「署長」全權酌情規定的其他構築物或設施(所有上述配件、構築物和設施以下統稱「該等設施」)，該單層有蓋行人天橋及該等設施以下統稱「有蓋行人天橋」，以達致「有蓋行人天橋」可承載行人沿途通行，而行人可通行往返「有蓋行人天橋」及「行人走道」。
- (b) 如「買方」不履行本批地特別條款(a)、(e)及(f)款訂明的責任，「政府」可進行必要的建造或維修工程，費用由「買方」支付。「買方」須在「政府」要求時支付「政府」相等於工程費用的款項，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。為進行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員均享有自由及不間斷的權利，可於所有合理時間進入該地段或其任何部份及現已或將會建於該處的一座或多座建築物。倘因「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員行使本款所賦予權利而導致

或連帶「買方」招致或蒙受任何損失、損害、滋擾或騷擾等，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員毋須承擔責任。「買方」不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

- (c) (i) 「有蓋行人天橋」除供所有公眾人士步行或乘坐輪椅通行及擺放花槽外，不得作任何其他用途。
- (ii) 除非「署長」批准或規定，否則「買方」不可使用或允許或容忍他人使用「有蓋行人天橋」任何部份外部或內部作廣告宣傳或展示任何招牌、告示或海報。
- (iii) 「買方」本身不可亦不得允許或容忍他人在「有蓋行人天橋」作出任何事項，以致或可能對任何途經「有蓋行人天橋」下方的人士或車輛或任何毗連或毗鄰地段或處所之任何業主或佔用人構成滋擾、煩擾、不便或損害。
- (iv) 於「有蓋行人天橋」存在期間，「買方」不論日夜均應時刻允許任何公眾人士自由地及在沒有作出任何性質的繳費下步行或乘坐輪椅通行及再通行、往返、行經、經過及上落「有蓋行人天橋」，以作所有合法用途。
- (d) 倘「買方」、其傭僕、工人和承辦商因應建造、改建、修理及維修「有蓋行人天橋」而作出或遺漏不作出任何行為，導致或招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「買方」將向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人士作出彌償並確保其免責。
- (e) 儘管「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」或其任何一個或多個部份的佔管根據本批地特別條款第(5)及(7)條規定交還「政府」，「買方」亦須在本文協定批授的年期內自費管理和維修「有蓋行人天橋」，以保持其維修充足及狀態良好，全面令「署長」滿意。
- (f) 如該地段或其任何部份進行任何重建，以致需要拆卸「有蓋行人天橋」或其任何部份，「買方」必須於「署長」指定的期限內，自費按「署長」批准或規定的設計、物料、寬度、樓層和位置，另行興建及建成新有蓋行人天橋或其任何一個或多個部份以作替代令「署長」滿意。嗣後「買方」須負責管理和維修新有蓋行人天橋，以保持其維修充足及狀態良好，全面令「署長」滿意。
- (g) 茲明確協議、聲明及訂明，儘管「買方」獲施加本批地特別條款第(21)(f)及(22)(c)(iv)條所載的責任，「買方」並無意撥歸公眾而「政府」亦未同意將「行人走道」和建於該地段內的「有蓋行人天橋」一個或多個部份撥歸公眾予以通行權。
- (h) 茲明確協議及聲明，儘管「買方」獲施加本批地特別條款第(21)(f)及(22)(c)(iv)條所載的責任，亦不應預期獲得或索償不論按照《建築物(規劃)規例》第22(1)條或其任何修訂或取代條文等所訂與否的任何額外上蓋面積或地積比率寬免或權利。為免存疑，「買方」現明確豁免任何及所有關乎《建築物(規劃)規例》第22(1)條或其任何修訂或取代條文所訂額外上蓋面積或地積比率的寬免的索償或權利。
- (i) 儘管有本批地特別條款(e)款之規定，「政府」亦可以(但無責任必須)向「買方」發出書面要求後接管「有蓋行人天橋」或其任何一個或多個部份，而「買方」則須向「政府」交出「有蓋行人天橋」或其任何一個或多個部份，日後由「政府」管理和維修，有關開支由「買方」支付。

(iii)「公契」之條款規定

第I節「有蓋行人天橋」的釋義指「政府批地書」批地特別條款第(22)(a)條所載的有蓋行人天橋，供所有公眾人士步行或乘坐輪椅通行和擺放花槽。

第IV節D次節第(b)條訂明「有蓋行人天橋」存在期間必須日夜開放，以供所有公眾人士時刻自由及毋須付任何性質的費用沿著「有

蓋行人天橋」步行或乘坐輪椅通行和再通行、往返、經過及上落，以作所有合法用途。

第VI節B次節第1(bv)條訂明，「管理人」有責任及權力「將「行人通道」、「24小時行人走道」及「有蓋行人天橋」保養充足及維持狀態良好，令「地政總署署長」滿意。」

(iii)撥出私人地方供公眾使用的契據之條文

並無關於上述公共設施的撥出私人地方供公眾使用的契據。

5. 「批地文件」批地特別條款第(43)條所載的「渠務專用範圍」及「公用服務設施」

(I)「批地文件」之條款規定

「批地文件」批地特別條款第(43)條訂明：

- (a) 「買方」應自費以「署長」全面滿意的方式：
 - (i) 於2013年7月1日或「署長」批准的其他日期或之前，在本文所夾附圖則以粉紅色間黑斜線顯示的範圍(以下簡稱「粉紅色間黑斜線範圍」)及「黃色間黑斜線範圍」或「署長」批准的其他地方平整、建造和鋪設表面整飾一個8米闊的渠務專用範圍(以下統稱「渠務專用範圍」)；
 - (ii) 於2013年7月1日或「署長」批准的其他日期或之前，按「署長」批准的方式、樓層、物料、標準、規格和設計，在「渠務專用範圍」提供、敷設及建造「署長」全權酌情規定與「渠務專用範圍」平整、建造和鋪設表面工程相關的污水管、排水渠、下水道、沙井連井蓋、出入井口連組合型蓋頂、入口及其他構築物(以下統稱「公用服務設施」)，以將「公用服務設施」接駁至「署長」批准的排放點並達致「公用服務設施」投入服務，令「署長」滿意；及
 - (iii) 嗣後保持「渠務專用範圍」及「公用服務設施」狀態良好，直至此等批地條款已按「署長」滿意的方式圓滿履行和執行為止。
- (b) 如非事前獲「署長」書面同意，「粉紅色間黑斜線範圍」之下或下面不可興建或建造任何建築物、構築物、建築物或構築物的支承件或地基。「署長」給予同意時可全權酌情附加其視為必要和恰當的條件(包括但不限於規定「粉紅色間黑斜線範圍」內任何「公用服務設施」外表面周圍3.0米範圍內禁止任何建築物、構築物、建築物或構築物的支承件或任何建築物或構築物的地基)。
- (c) 除邊界圍牆或圍欄或兩者或「署長」批准的其他構築物外，「粉紅色間黑斜線範圍」上或跨越該處不得興建任何距離地面高度少於5.1米的任何建築物或構築物或任何建築物或構築物的支承件。惟儘管有前述之規定，只要地面對上的淨空間達到不少於5.1米，仍可在「粉紅色間黑斜線範圍」一樓水平及以上興建一座或多座建築物。於此等批地條款而言，「署長」就何謂地面及一樓水平所作的決定將作終論並對「買方」約束。
- (d) 於本文協定批授的年期內，「署長」及其正式授權的人員、承辦商或彼等的工人(以下統稱「獲授權人等」)獲賦予權利，不論攜帶工具、機器、設備、機械或駕駛汽車與否，時刻均可不受限制地進出及再進出、往返和通行該地段，以便檢驗、檢查及監督任何遵照本批地特別條款(a)款進行的工程，以及按「署長」規定或授權檢驗、修理、維修和更新「渠務專用範圍」或其任何部份及「公用服務設施」。「渠務專用範圍」或「粉紅色間黑斜線範圍」內不可放置可能阻礙出入或招致過高「公用服務設施」附加費的任何性質的物件或物料。如「署長」認為(其意見將作終論並對「買方」約束)「渠務專用範圍」或「粉紅色間黑斜線範圍」內存有可能阻礙出入或招致過高「公用服務設施」附加費的物件或物料，「署長」有權以書面通知「買方」自費以「署長」全面滿意的方式拆卸或清拆此等物件或物料並還原「渠務專用範圍」或「粉紅色間黑斜線範圍」。倘「買方」於通知書訂明的期限內疏忽或不執行規定，又或發生緊急

事故，「署長」可自行進行其視為必要的拆卸、清拆和還原工程，「買方」須在「政府」要求時向「政府」支付此等工程的費用，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。

- (e) 「署長」及獲授權人等只須還原彼等行使本批地特別條款(d)款賦予權利和權力挖掘的任何坑槽，除此之外，倘因「署長」或獲授權人等行使本批地特別條款(d)款所賦予而不受限制地進出及再進出權利和檢驗、修理、維修及更新「渠務專用範圍」及「公用服務設施」導致或連帶「買方」招致或蒙受任何損失、損害、滋擾或騷擾等，「署長」及獲授權人等一概毋須承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向「政府」、「署長」或獲授權人等索償。
- (f) 「買方」確認該地段現存有雨水渠，現於本文所夾附圖則以藍色虛線劃示並註明為「EXISTING STORMWATER DRAINS」(以下簡稱「現有雨水渠」)。「買方」確認並同意，直至「買方」自費以「署長」滿意的方式建成「公用服務設施」達致其投入服務並接駁至經批准排放點：
 - (i) 不得干擾、拆卸或廢置「現有雨水渠」；
 - (ii) 如非事前獲「署長」書面批准並遵從其制訂的條件，現時連接「粉紅色加黑點範圍」、「黃色加黑點範圍」及「綠色間藍斜線加黑點範圍」(以下統稱「專用範圍」)不可進行任何挖掘、地盤平整工程或對現有地盤狀況的一般干擾；
 - (iii) 「粉紅色加黑點範圍」內不可興建任何建築物或構築物或建築物或構築物的地基或支承件；及
 - (iv) 儘管有本批地特別條款(f)(ii)及(f)(iii)款之條文，如事前獲「署長」書面批准，則可於「粉紅色加黑點範圍」上或內興建屬於一座建築物或構築物或建築物或構築物的部份的支承件。「署長」給予書面批准時可全權酌情附加其視為必要和恰當的條件(包括但不限於規定「粉紅色加黑點範圍」內地面對上的淨空間達到不少於5.1米高)。
- (g) 「買方」確認並同意，在其取得現被視為已依據本批地特別條款第(1)(a)(ii)條賦予「買方」的「粉紅色加黑點範圍」的佔管之前，「署長」及獲授權人等仍可行使專有權佔用和使用「粉紅色加黑點範圍」、「黃色加黑點範圍」及「綠色間藍斜線加黑點範圍」，以便敷設及建造一條額外排水渠(以下簡稱「額外排水渠」)。倘因「署長」及獲授權人等行使本款賦予權利導致或連帶「買方」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾等，「署長」及獲授權人等毋須承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向「署長」或獲授權人等索償。「額外排水渠」建成後，將被視為構成「現有雨水渠」一部份，並須同樣遵從本批地特別條款(f)款所訂的所有條文與保留條件。「買方」應自費以「署長」全面滿意的方式維修「額外排水渠」，直至「公用服務設施」依照本批地特別條款(a)款規定建成和接駁至經批准排放點，並以「署長」滿意的方式投入服務為止。
- (h) 倘「買方」不履行本批地特別條款(a)及(g)款所訂責任，「政府」可進行必要的工程，費用由「買方」承擔。「買方」須在「政府」要求時向「政府」支付相等於工程費用的款項，付款金額由「署長」釐定，而其決定將作終論並對「買方」約束。
- (i) 「買方」確認及同意，「署長」及獲授權人等不論攜帶工具、設備、機械或駕駛汽車與否，時刻均有權不受限制地進出及再進出、往返和通行該地段、「綠色範圍」、「綠色間藍斜線範圍」及「綠色間藍斜線加黑點範圍」、黃色範圍、「黃色間黑斜線範圍」及「黃色加黑點範圍」(於「買方」佔管上述範圍或其任何部份期間)(以下統稱「該等範圍」)，以便：
 - (i) 檢驗、檢查和監督任何遵照本批地特別條款(g)款進行的工程；
 - (ii) 進行、檢驗、檢查和監督本批地特別條款(h)款訂明的工程及「署長」認為有必要在該地段及「該等範圍」實施的任何其他工程；及
 - (iii) 檢驗、修理、維修和更新「現有雨水渠」。倘因「署長」及獲授權人等行使本款賦予權利導致或連帶「買方」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾等，

「署長」及獲授權人等毋須承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向「署長」或獲授權人等索償。

(II)「公契」之條款規定

第I節「渠務專用範圍」的釋義指「政府批地書」批地特別條款第(43)(a)(i)條所載由「粉紅色間黑斜線範圍」及「黃色間黑斜線範圍」組成的渠務專用範圍。

第I節「公用服務設施」的釋義指「政府批地書」批地特別條款第(43)(a)(ii)條所載，由「地政總署署長」全權酌情指定而乃因應「渠務專用範圍」拓建、建造和表面敷設工程所提供或與此相關的污水管、排水渠、下水道、沙井連蓋、出入通道口連多格組合蓋、通道及其他構築物。

第VI節B次節第1條(bx)款訂明「管理人」具有職責和權力維修「渠務專用範圍」及「公用服務設施」，以保持其狀況良好，直至「政府批地書」各條件均以「地政總署署長」滿意的方式執行和履行為止。

(III)撥出私人地方供公眾使用的契據之條文

並無關於上述公共設施的撥出私人地方供公眾使用的契據。

B.「批地文件」規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施的資料

見上文A。

C.「批地文件」規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地大小的資料

3,761平方米(註：公眾休憩用地位於「黃色範圍」內。根據批地文件條款，「黃色範圍」會被視為在「署長」發函說明批地條款已以其滿意的方式履行當日交還「政府」。)

D.發展項目所位於的土地中為施行《建築物(規劃)規例》(香港法例第123章，附例F)第22(1)條而撥供公眾用途的任何部份之資料

不適用。

對於A、B、C及D段所述的供公眾使用的任何該等設施及休憩用地，及該土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或土地中的該等部分。

對於B及C段所述的供公眾使用的任何該等設施及休憩用地，須由發展項目中的住宅物業的擁有人出資管理、營運或維持，而該等擁有人按規定須以有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

在切實可行範圍內盡量顯示「黃色範圍」、「黃色間黑斜線範圍」、「黃色加黑點範圍」、「綠色範圍」、「綠色間藍斜線範圍」、「綠色間藍斜線加黑點範圍」、「行人走道」、「有蓋行人天橋」、「渠務專用範圍」及「公用服務設施」位置的圖則已載於本節末頁。

註：

本節中「署長」一詞指地政總署署長。

本節中「買方」一詞指「批地文件」訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司「買方」則包括其繼承人及受讓人。

A. Information on any facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use

1. The Yellow Area as referred to in Special Condition No.(3) of the Land Grant

(I) Provisions under the Land Grant

Special Condition No. (3) of the Land Grant stipulates that:-

- (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director erect, construct, provide, landscape and plant with trees and shrubs in a good workmanlike manner and in accordance with the plans approved under sub-clause (b) of this Special Condition, a public open space within the areas shown coloured yellow, yellow hatched black and yellow stippled black on the plan annexed hereto (hereinafter respectively referred to as “the yellow areas”, “the Yellow Hatched Black Area” and “the Yellow Stippled Black Area” and collectively referred to as “the Yellow Area”), to be completed and made fit for occupation and operation within 84 calendar months from the date of this Agreement or within such other extended period or periods as may approved by the Director.
- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval plans of the Yellow Area, which shall include details as to the level, position and design of the Yellow Area and such other details as the Director may require.
(ii) Upon approval being given to the plans of the Yellow Area, no amendment, variation, alteration, modification or substitution thereto shall be made by the Purchaser except with the prior written approval of the Director or except as required by the Director.
(iii) The plans of the Yellow Area approved under sub-clause (b)(i) of this Special Condition shall be deemed to have incorporated any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.
- (c) (i) The Purchaser shall not demolish or damage the seawall within the Yellow Area except that he may replace it with a new seawall and the details of any new seawall shall be included in the plans referred to in sub-clause (b)(i) of this Special Condition.
(ii) Subject to sub-clause (c)(i) of this Special Condition, no works shall be carried out within the Yellow Area which will adversely affect the seawall and (as the case may be) the new seawall or any part or parts thereof and the decision of the Director as to whether any work will adversely affect the seawall and (as the case may be) the new seawall shall be final and binding upon the Purchaser.
(iii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall and (as the case may be) the new seawall shall not exceed 10 kilonewtons per square metre.
(iv) No form of percussive piling shall be used within 15 metres from the copeline of the seawall and (as the case may be) the new seawall.
- (d) Subject to Special Condition No. (43)(f)(ii) hereof, no building works other than the demolition and removal works referred to in Special Condition No. (2) hereof and site formation works shall be commenced on the lot until the plans of the Yellow Area shall have been approved by the Director under sub-clause (b) of this Special Condition. For the purpose of these Conditions “building works” and “site formation works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (e) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director, uphold, manage, maintain and repair the Yellow Area and everything forming a portion of or pertaining to it until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with sub-clause (h) of this Special Condition.

- (f) (i) In the event of the non-fulfillment of the Purchaser’s obligations under sub-clauses (a) or (e) of this Special Condition or under Special Condition No. (2) hereof relating to the Yellow Area, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
(ii) Notwithstanding Special Condition No. (48)(a) hereof, in the event of the non-fulfilment of the Purchaser’s obligations under sub-clauses (l), (m) and (n) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equivalent to the cost thereof (as to which the determination of the Director shall be final and binding upon the Purchaser) together with a sum equivalent to 20 per centum of the said cost as an administrative fee.
- (g) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser’s obligations under sub-clauses (a), (e), (l), (m) and (n) of this Special Condition or the exercise of the rights by the Government under sub-clause (f) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (h) For the purpose only of carrying out the necessary works specified in Special Condition Nos. (2), (3)(a) and (3)(e) hereof, the Purchaser shall:
 - (i) be granted possession of the yellow areas and the Yellow Hatched Black Area on the date of this Agreement; and
 - (ii) be deemed to have been granted possession of the Yellow Stippled Black Area on a date to be specified in a letter from the Director and such date shall not be later than the 31st day of March 2014.
 The Government shall have no liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Yellow Stippled Black Area and no claim for compensation whatsoever shall be made against the Government by the Purchaser in respect thereof. The Yellow Area shall be re-delivered to the Government by the Purchaser on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (i) The Purchaser shall not without the prior written consent of the Director use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos. (2), (3)(a) and (3)(e) hereof.
- (j) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Yellow Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (2), (3)(a) and (3)(e) hereof and the carrying out, inspecting, checking and supervising of the works under sub-clause (f) of this Special Condition and any other works which the Director may consider necessary in the Yellow Area.
- (k) The Purchaser hereby indemnifies and shall keep indemnified the Government against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Area and everything forming a portion of or pertaining to it and all tree health problems, defects, disorders, factors or causes

which may affect the growth of any tree or shrubs in the Yellow Area (hereinafter referred to as “Tree Health Problem”),

- (i) which may exist at the date of re-delivery of possession by the Purchaser of the Yellow Area; and
 - (ii) which shall occur or become apparent within a period of 18 calendar months after the date of re-delivery of possession by the Purchaser of the Yellow Area (hereinafter referred to as “the Defects Liability and Plant Establishment Period”).
- (l) Whenever required by the Director, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and everything forming a portion of or pertaining to it which shall occur or become apparent within the Defects Liability and Plant Establishment Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Area and everything forming a portion of or pertaining to it which may exist at the date of re-delivery of possession thereof by the Purchaser.
- (m) In the event that due to any Tree Health Problem which may exist at the date of re-delivery of possession of the Yellow Area by the Purchaser to the Government, any tree or plant within the Yellow Area has not grown or developed within the Defects Liability and Plant Establishment Period to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at his own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measure in all respects to the satisfaction of the Director.
- (n) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period, cause an inspection to be carried out in respect of the Yellow Area and everything forming a portion of or pertaining to it for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident within the Yellow Area and everything forming a portion of or pertaining to it and the Purchaser shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director.
- (o) The Purchaser shall procure from its parent or other associated company as shall be determined by the Director at his absolute discretion a written guarantee whereby such company unconditionally and irrevocably:
- (i) guarantees the performance of obligations of the Purchaser under this Special Condition and under Special Condition No. (2) hereof relating to the Yellow Area; and
 - (ii) indemnifies and shall keep indemnified the Government against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government by reason of or arising out of any breach or non-performance of any of the obligations of the Purchaser under this Special Condition and under Special Condition No. (2) hereof relating to the Yellow Area.
- The guarantee shall be subject to the laws of Hong Kong in a form to be approved by the Director and shall be delivered to him within 90 days from the date of this Agreement. If the Purchaser has a parent or associated company incorporated outside Hong Kong and, if required by the Director, the Purchaser shall procure and furnish to the Director, a performance bond or guarantee in a form acceptable in all respects to the Director to be given by a bank

licensed under section 16 of the Banking Ordinance, any regulations made thereunder and any amending legislation. Such bond or guarantee shall be for a sum of HK\$833,000.00 and shall be for the purpose of securing payment to the Government of any sum which shall have been demanded under sub-clause (f) of this Special Condition and has not been paid by the Purchaser to the Government.

- (p) For the purpose of this Special Condition only, the expression “Purchaser” shall exclude his assigns.

(II) Provisions under the Deed of Mutual Covenant

Not applicable.

(III) Provisions under any deed of dedication

There is no deed of dedication that concerns the public facilities.

2. The Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area (as defined in Special Condition No.(2) of the Land Grant) as referred to in Special Condition Nos.(4), (5), (6), (7), (8) and (9) of the Land Grant

(I) Provisions under the Land Grant

Special Condition No. (4) of the Land Grant stipulates that:-

- (a) The Purchaser shall:
 - (i) on or before the 31st day of December, 2018 or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director :
 - (I) lay and form those portions of future public roads on the Green Areas; 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 Areas.
 - (ii) on or before the 30th day of September 2018 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb, channel and landscape the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and landscaping as the Director may require; and
 - (iii) maintain at his own expense the Green Areas together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plants constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No.(5) hereof.
- (b) In the event of the non-fulfillment of the Purchaser’s obligations under sub-clause (a) of this Special Condition and Special Condition No.(2) hereof relating to the Green Areas, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser’s obligation under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized

officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Special Condition No. (5) of the Land Grant stipulates that:-

For the purpose only of carrying out the necessary works specified in Special Condition Nos. (2), (4)(a) and (22)(a) hereof and any other purposes as may be approved in writing by the Director subject to such terms and conditions as the Director shall at his absolute discretion see fit to impose, the Purchaser shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas or any part or parts thereof shall be re-delivered to the Government by the Purchaser on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Areas or any part or parts thereof allow free access over and along such area or areas 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 Conditions No. (2), (4) (a) and (22)(a) hereof or otherwise.

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

- (a) Subject to Special Condition No.(43)(f) hereof, the Purchaser shall:
 - (i) on or before the 31st day of December, 2018 or such other date as may be approved by the Director at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve or require form, surface and channel the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area with such drains and channels 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 Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area to the satisfaction of the Director; and
 - (ii) thereafter fence and maintain at his own expense the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area to the satisfaction of the Director until such time as possession of the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or such part or parts thereof shall have been re-delivered to the Government in accordance with Special Condition No. (7) hereof.
- (b) In the event of the non-fulfillment of the Purchaser's obligations under sub-clause (a) of this Special Condition and Special Condition No.(2) hereof relating to the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligation under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

For the purpose only of carrying out the necessary works specified in Special Condition Nos.(2), (6)(a) and (22)(a) hereof and any other purposes as may be approved in writing by the Director subject to such terms and conditions as the Director shall at his absolute discretion see fit to impose, the Purchaser shall :

- (a) be granted possession of the Green Hatched Blue Areas on the date of this Agreement; and

- (b) be deemed to have been granted possession of the Green Hatched Blue Stippled Black Area on a date to be specified in a letter from the Director and such date shall not be later than the 31st day of March 2014.

The Government shall have no liability in respect of any damage or loss whatsoever caused to or suffered by the Purchaser arising out of the deferred possession of the Green Hatched Blue Stippled Black Area and no claim for compensation whatsoever shall be made against the Government by the Purchaser in respect thereof. The Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof shall be re-delivered to the Government by the Purchaser on demand of the Director and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

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

The Purchaser shall not without the prior written consent of the Director use the Green Areas, the Green Hatched Blue Areas or the Green Hatched Blue Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition Nos. (2), (4) (a), (6)(a) and 22(a) hereof and such other purposes as may be approved by the Director in accordance with Special Condition Nos. (5) and (7) hereof.

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

- (a) The Purchaser shall at all reasonable times while he is in possession of the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part thereof :
 - (i) permit the Government and the Director, his officers, contractors and agents and any other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (2), (3)(a), (3)(e), (4)(a), (6)(a) and (22)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition Nos. (3) (f), (4)(b), (6)(b) and (22)(b) hereof and any other works which the Director may consider necessary in the Green Areas, the Green Hatched Blue Areas or the Green Hatched Blue Stippled Black Area or any part or parts thereof;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises. The Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof; and
 - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may

require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof.

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

(II) Provisions under the Deed of Mutual Covenant

Not applicable.

(III) Provisions under any deed of dedication

There is no deed of dedication that concerns the public facilities.

3. The Pedestrian Walkway as referred to in Special Condition No.(21) of the Land Grant

(I) Provisions under the Land Grant

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

- (d) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director construct and provide within the lot and the building or buildings erected or to be erected thereon a pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps and such other structure or structures as may be approved or required by the Director with a width of not less than 5.0 metres or such other width as the Director may approve (hereinafter referred to as “the Pedestrian Walkway”) so as to link up the following:
- (i) the Yellow Area;
 - (ii) the Covered Footbridge referred to in Special Condition No. (22)(a) hereof; and
 - (iii) the public roads and footpaths adjoining or near the lot as required by the Director.
- (e) The Purchaser shall throughout the term hereby agreed to be granted maintain at his own expense the Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.
- (f) The Purchaser shall throughout the term hereby agreed to be granted at all times during day and night keep the Pedestrian Walkway open for use by the public free of charge without any interruption.

(II) Provisions under the Deed of Mutual Covenant

The definition of “24-Hour Pedestrian Walkway” in Section I means the pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps and such other structure or structures as may be approved or required by the Director of Lands referred to in Special Condition No.(21)(d) of the Government Grant for the use by all members of the public 24 hours a day.

Clause (a) of sub-section D of Section IV stipulates that the 24-Hour Pedestrian Walkway will be kept open for the use by all members of the public 24 hours a day for all lawful purposes free of charge and without any interruption.

Sub-clause 1(bv) of Sub-Section B of Section VI of the Deed of Mutual Covenant stipulates that the Manager shall have the duties and powers “to maintain the Pedestrian Link, the 24-Hour Pedestrian Walkway and the Covered Footbridge in good and substantial condition and repair to the satisfaction of the Director of Lands.”

(III) Provisions under any deed of dedication

There is no deed of dedication that concerns the public facilities.

4. The Covered Footbridge as referred to in Special Condition No.(22) of the Land Grant

(I) Provisions under the Land Grant

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

- (a) The Purchaser shall on or before the 31st day of December, 2018 (or such other extended date as may be approved by the Director) at his own expense, in such manner, with such materials and to such standards, levels, widths, alignment and design as the Director shall approve or require and in all respects to the satisfaction of the Director construct and provide:
- (i) one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to such covered footbridge and any supports and connections in such building or buildings erected or to be erected on the lot as the Director may require or approve) as shall be required or approved by the Director, in the position shown and marked “PROP.FB” on the plan annexed hereto connecting the lot with an existing footbridge shown and marked “EXISTING FOOTBRIDGE” on the plan annexed hereto, the said single storey covered footbridge shall have a clear minimum internal width of 5.0 metres and a clear minimum internal headroom of 2.5 metres; and
 - (ii) such internal and external fittings and fixtures, lighting fittings, supports, ramps, associated staircases and landings, escalators, lifts and such other structures or facilities as the Director in his sole discretion may require (all the aforesaid fittings, structures and facilities are hereinafter collectively referred to as “the said facilities”)

which said single storey covered footbridge and the said facilities shall hereinafter collectively be referred to as “the Covered Footbridge”, so that pedestrian passage may be carried on and along the Covered Footbridge and pedestrians may have access to and from the Covered Footbridge and the Pedestrian Walkway.

- (b) In the event of the non-fulfillment of the Purchaser’s obligations under sub-clauses (a), (e) and (f) of this Special Condition, the Government may carry out the necessary construction or maintenance works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser 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 Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (c) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair and for placing flower troughs.
- (ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or

to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

- (iv) The Purchaser shall at all times during day and night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

- (d) The Purchaser hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all 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 Purchaser, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Covered Footbridge.

- (e) Notwithstanding the re-delivery of the possession of the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area or any part or parts thereof to the Government under Special Condition Nos. (5) and (7) hereof, the Purchaser shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Covered Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director.

- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge or any part thereof is required to be demolished, the Purchaser shall, within such time limit as shall be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of a new covered footbridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require and shall thereafter manage and maintain the new covered footbridge in good substantial repair and condition in all respects to the satisfaction of the Director.

- (g) It is hereby expressly agreed, declared and provided that, by imposing the obligation on the part of the Purchaser contained in Special Condition Nos. (21)(f) and (22)(c)(iv) hereof, neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway and the part or parts of the Covered Footbridge constructed within the lot to the public for the right of passage.

- (h) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in Special Condition Nos. (21)(f) and (22)(c)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respects of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

- (i) Notwithstanding sub-clause (e) of this Special Condition, the Government may, (but is not obliged to) on written demand to the Purchaser, take over, and the Purchaser shall deliver to the Government, the Covered Footbridge or any part or parts thereof, for future management and maintenance thereof at the expense of the Purchaser.

(II) Provisions under the Deed of Mutual Covenant

The definition of “Covered Footbridge” in Section I means the covered footbridge referred to in Special Condition No.(22)(a) of the Government Grant for the passage of all members of the public on foot or by wheelchair and for placing flower troughs.

Clause (b) of sub-section D of Section IV stipulates that the Covered Footbridge will be kept open for the use by all members of the public

at all times during day and night throughout the period during which the Covered Footbridge is in existence for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

Sub-clause 1(bv) of Sub-Section B of Section VI of the Deed of Mutual Covenant stipulates that the Manager shall have the duties and powers “to maintain the Pedestrian Link, the 24-Hour Pedestrian Walkway and the Covered Footbridge in good and substantial condition and repair to the satisfaction of the Director of Lands.”

(III) Provisions under any deed of dedication

There is no deed of dedication that concerns the public facilities.

5. The Drainage Reserve and the Utilities as referred to in Special Condition No.(43) of the Land Grant

(I) Provisions under the Land Grant

Special Condition No. (43) of the Land Grant stipulates that:

- (a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director:
 - (i) on or before the 1st day of July 2013 or such other date as may be approved by the Director form, construct and surface a drainage reserve 8 metres wide within the area shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as “the Pink Hatched Black Area”) and the Yellow Hatched Black Area or at such other location as may be approved by the Director (hereinafter collectively referred to as “Drainage Reserve”);
 - (ii) on or before the 1st day of July 2013 or such other date as may be approved by the Director provide, lay and construct within the Drainage Reserve such sewers, drains, culverts, manholes with covers, access openings with multipart covers, access and other structures for or in connection with the formation, construction and surfacing of the Drainage Reserve as the Director at his sole discretion may require (hereinafter collectively referred to as “the Utilities”) in such manner, at such levels, with such materials and to such standards, specifications and design as may be approved by the Director, and connect the Utilities to a discharging point approved by the Director and put the Utilities into operation to the satisfaction of the Director; and
 - (iii) thereafter maintain in good condition the Drainage Reserve and the Utilities until such time as these Conditions shall have been observed and complied with to the satisfaction of the Director.
- (b) Except with the prior written consent of the Director, no building or structure or support or foundation for any building or structure shall be erected or constructed under or below the Pink Hatched Black Area and the Director may, in giving consent, impose at his absolute discretion such conditions as he deems necessary and appropriate (including but not limited to the requirement that any building, structure or support or foundation for any building or structure is prohibited within a distance of 3.0 metres measured around the external surface of any of the Utilities within the Pink Hatched Black Area).
- (c) Except boundary walls or fences or both or such other structures as may be approved by the Director, no building or structure or support for any building or structure shall be erected below a height of 5.1 metres above ground level on or over the Pink Hatched Black Area. Notwithstanding the aforesaid, a building or buildings at first floor level and above may be erected over the Pink Hatched Black Area provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of these Conditions, the decision of the Director as to what constitutes the ground level and the first floor level shall be final and binding upon the Purchaser.

- (d) The Director and his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as “the authorized persons”) shall, throughout the term hereby agreed to be granted, with or without tools, plants, equipment, machinery or motor vehicles, have the right of unrestricted ingress, egress and regress at all times to, from and through the lot, for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a) of this Special Condition and the inspecting, repairing, maintaining and renewing the Drainage Reserve or any part thereof and the Utilities which the Director may require or authorize. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve or the Pink Hatched Black Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), there are objects or material within the Drainage Reserve or the Pink Hatched Black Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Purchaser, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve or the Pink Hatched Black Area. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (e) Save in respect of the reinstatement of any trench excavated in the exercise of the rights and powers conferred under sub-clause(d) of this Special Condition, the Director and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by the Director or the authorized persons of the right of unrestricted ingress, egress and regress and in inspecting, repairing, maintaining and renewing the Drainage Reserve and the Utilities conferred under sub-clause (d) of this Special Condition and no claim for compensation shall be made against the Government, the Director or the authorized persons by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (f) The Purchaser acknowledges that there are in existence storm water drains within the lot as delineated and shown by a broken blue line and marked “Existing Stormwater Drains” on the plan annexed hereto (hereinafter referred to as “the Existing Storm Water Drains”). The Purchaser acknowledges and agrees that until such time as the Utilities have been completed and put into operation and connected to an approved discharging point by the Purchaser at his own expense and to the satisfaction of the Director:-
- (i) the Existing Storm Water Drains shall not be interfered with, removed or abandoned;
 - (ii) no excavation, site formation or general disturbance of the existing site condition of the Pink Stippled Black Area, the Yellow Stippled Black Area and the Green Hatched Blue Stippled Black Area (hereinafter collectively referred to as “the Reserved Area”) shall be undertaken except with the prior approval in writing of the Director and in compliance with such conditions as the Director may impose;
 - (iii) no building or structure or foundation or support for any building or structure shall be erected within the Pink Stippled Black Area; and
 - (iv) notwithstanding the provisions in sub-clauses (f)(ii) and (f)(iii) of this Special Condition but subject to the prior written approval of the Director, a building or structure or support for part of a building or structure may be permitted over or within the Pink Stippled Black Area. The Director may, in giving his written approval, impose at his absolute discretion such conditions as he deems necessary and appropriate (including but not limited to the requirement that there is a clear space extending upwards from the ground level within the Pink Stippled Black Area to a height of not less than 5.1 metres).
- (g) The Purchaser acknowledges and agrees that prior to obtaining possession of the Pink Stippled Black Area which is being deemed to have been given to the Purchaser in accordance with Special Condition No.(1)(a)(ii) hereof, the Director and the authorized persons shall have the exclusive rights to occupy and use the Pink Stippled Black Area, the Yellow Stippled Black Area and the Green Hatched Blue Stippled Black Area for the purpose of laying and constructing an additional drain (hereinafter referred to as “the Additional Drain”). The Director and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise by the Director and the authorized persons of the rights conferred under this sub-clause and no claim shall be made against the Director or the authorized persons in respect of any such loss, damage, nuisance or disturbance. The Additional Drain, upon completion of its construction, shall be deemed to form part of the Existing Storm Water Drains and shall be subject to the same provisions and reservations under sub-clause (f) of this Special Condition provided that the Purchaser shall at his own expense and in all respects to the satisfaction of the Director maintain the Additional Drain until such time as the Utilities have been completed, connected to an approved discharging point and put into operation to the satisfaction of the Director in accordance with sub-clause(a) of this Special Condition.
- (h) In the event of the non-fulfillment of the Purchaser’s obligations under sub-clauses (a) and (g) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
- (i) The Purchaser acknowledges and agrees that the Director and the authorized persons shall, with or without tools, equipment, machinery or motor vehicles, have the right of unrestricted ingress, egress and regress at all times to, from and through the lot, the Green Areas, the Green Hatched Blue Areas, the Green Hatched Blue Stippled Black Area, the yellow areas, the Yellow Hatched Black Area and the Yellow Stippled Black Area (while the Purchaser is in possession of them or any part thereof) (hereinafter collectively referred to as “the said Areas”) for the purposes of:
- (i) inspecting, checking and supervising any works to be carried out in compliance with sub-clause (g) of this Special Condition;
 - (ii) carrying out, inspecting, checking and supervising the works under sub-clause (h) of this Special Condition and any other works which the Director may consider necessary in the lot and the said Areas; and
 - (iii) inspecting, repairing, maintaining and renewing the Existing Storm Water Drains.
- The Director and the authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise by the Director and the authorized persons of the rights conferred under this sub-clause and no claim shall be made against the Director or the authorized persons in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions under the Deed of Mutual Covenant

The definition of “Drainage Reserve” in Section I means the drainage reserve comprising the Pink Hatched Black Area and the Yellow Hatched Black Area referred to in Special Condition No.(43)(a)(i) of the Government Grant.

The definition of “Utilities” in Section I mean such sewers, drains, culverts, manholes with covers, access openings with multipart covers, access and other structures for or in connection with the formation, construction and surfacing of the Drainage Reserve as the Director of Lands at his sole discretion may require referred to in Special Condition No.(43)(a)(ii) of the Government Grant.

Sub-clause (bx) of clause 1 of sub-section B of Section VI stipulates that the Manager shall have the duty and power to maintain in good condition the Drainage Reserve and the Utilities until such time as the

conditions of the Government Grant shall have been observed and complied with to the satisfaction of the Director of Lands.

(III) Provisions under any deed of dedication

There is no deed of dedication that concerns the public facilities.

B. Information on any facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

See A above.

C. Information on the size of open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the development

3,761 square meters (Remark: the open space is within the Yellow Area. Pursuant to the land grant, the Yellow Area shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that the Conditions of the land grant have been complied with to his satisfaction.)

D. Information on any part of the land (on which the development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap 123 sub. leg. F)

Not applicable.

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in paragraphs B and C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

Plans showing the location of the yellow areas, the Yellow Hatched Black Area, the Yellow Stippled Black Area, the Green Areas, the Green Hatched Blue Areas, the Green Hatched Blue Stippled Black Area, the Pedestrian Walkway, the Covered Footbridge, the Drainage Reserve and the Utilities as far as it is practicable to do so is appended hereto at the end of this section.

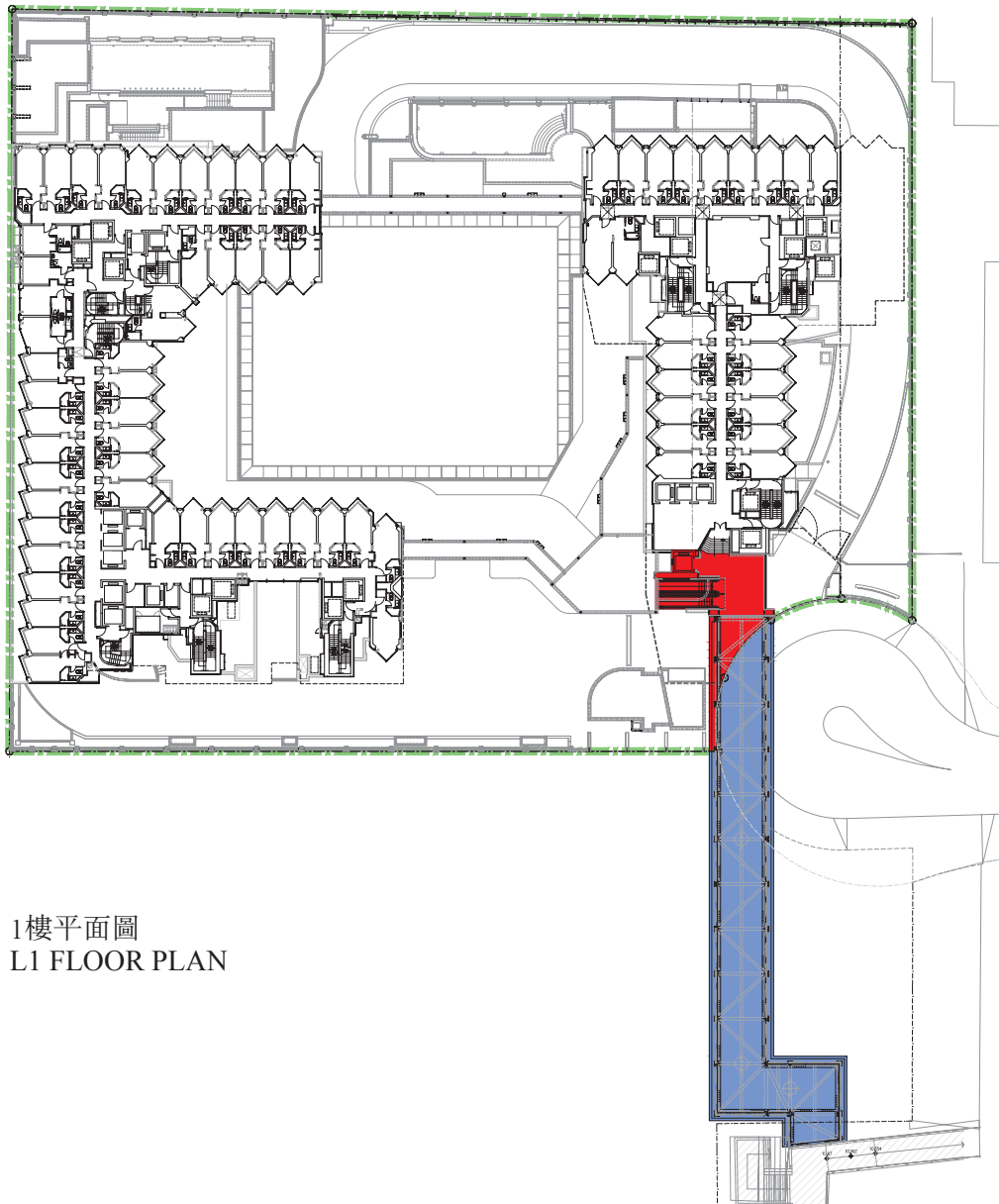
Remark:

The “Director” as mentioned in this section means the Director of Lands.

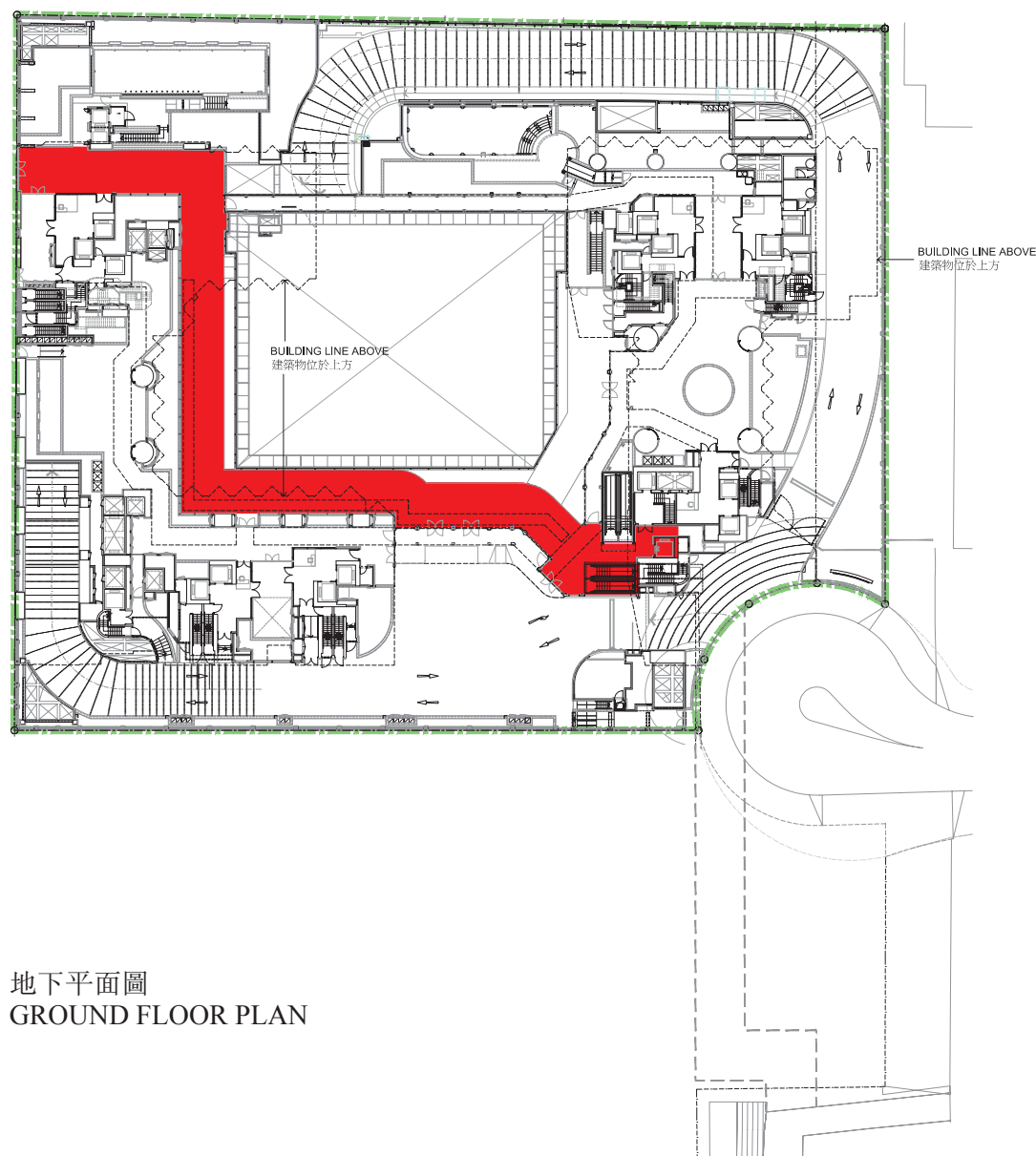
The “Purchaser” as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires his executors, administrators and assigns and in case of a corporation its successors and assigns.



Remark: This plan is for showing the location of the yellow areas, the Yellow Hatched Black Area, the Yellow Stippled Black Area, the Green Areas, the Green Hatched Blue Areas and the Green Hatched Blue Stippled Black Area only. Other matters shown in this plan may not reflect their latest conditions.



1樓平面圖
L1 FLOOR PLAN



地下平面圖
GROUND FLOOR PLAN



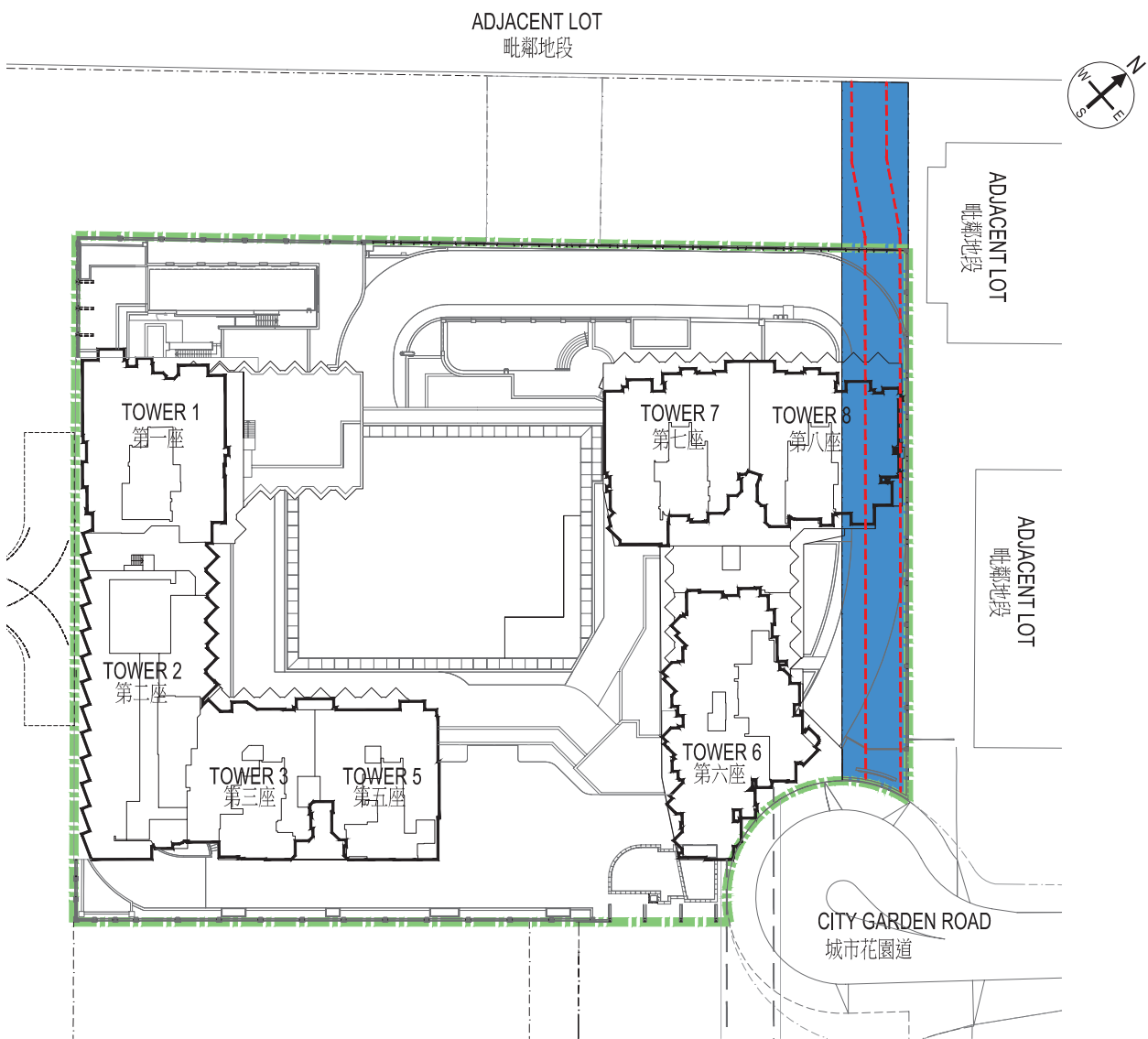
圖例 LEGEND

- 發展項目邊界
Boundary of the Development
- 行人走道
Pedestrian Walkway
- 有蓋行人天橋 Covered Footbridge

0 5 10 15 METER米

備註：此等圖則僅作顯示「行人走道」及「有蓋行人天橋」的位置，圖中所示之其他事項未必能反映其最新狀況。

Remark: These plans are for showing the location of the Pedestrian Walkway and the Covered Footbridge only. Other matters shown in these plans may not reflect their latest conditions.



圖例 LEGEND

- 發展項目邊界
Boundary of the Development
- 渠務專用範圍
Drainage Reserve
- 地下雨水管管道 (屬「公用服務設施」一部分)
Underground Box Culvert (Part of Utilities)

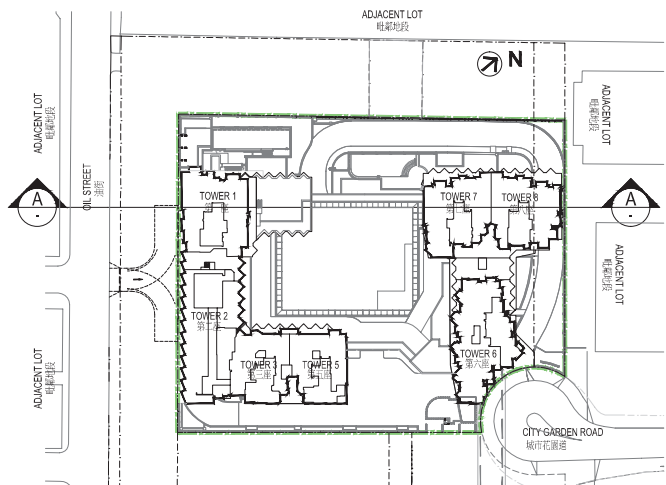
0 5 10 15 METER米

備註：此圖僅作顯示「渠務專用範圍」及「地下雨水管管道」的位置，圖中所示之其他事項未必能反映其最新狀況。
Remark: This plan is for showing the location of the Drainage Reserve and the Underground Box Culvert only. Other matters shown in this plan may not reflect their latest conditions.

1. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
 2. 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。
 3. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突—
 - (a) 該律師事務所可能不能夠保障買方的利益；及
 - (b) 買方可能要聘用一間獨立的律師事務所；及
 - (c) 如屬上述(b)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。
1. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 2. 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.
 3. If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser-
 - (a) that firm may not be able to protect the purchaser's interests; and
 - (b) the purchaser may have to instruct a separate firm of solicitors; and
 - (c) that in the case of paragraph (b) above, the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

發展項目中的建築物的橫截面圖

Cross-section plan of building in the development



索引圖 KEY PLAN

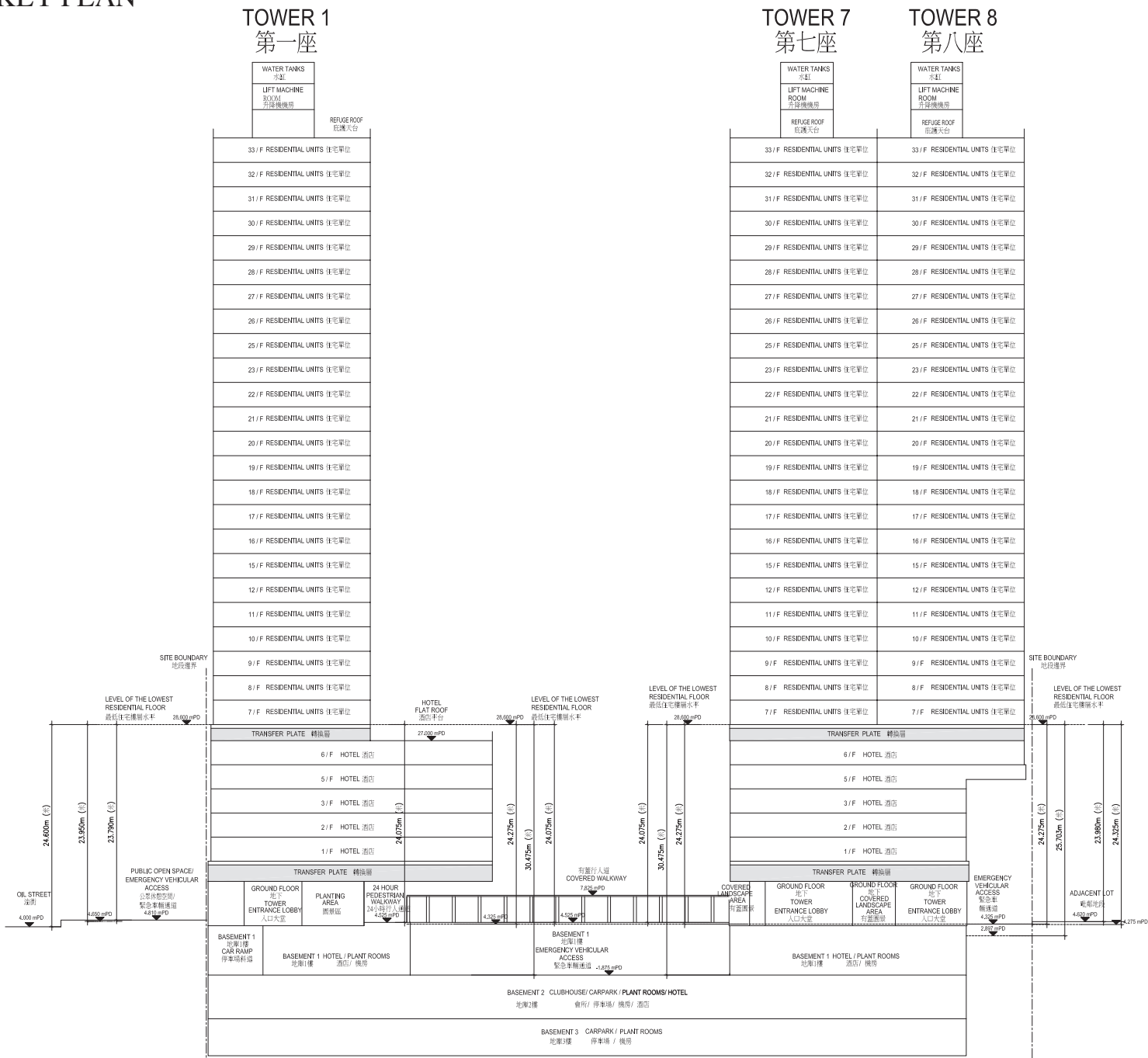
B.L. = 邊界線 Boundary Line

虛線為最低住宅樓層水平

--- Dotted line denotes the lowest residential floor

香港主水平基準以上高度(米)

Height in metres above Hong Kong Principal Datum (HKPD)



CROSS-SECTION PLAN A-A
橫截面圖 A-A

毗連第一座及第七座的一段緊急車輛通道為香港主水平基準以下1.875米至香港主水平基準以上4.325米。

The part of the emergency vehicular access (EVA) adjacent to Tower 1 and Tower 7 is 1.875 metres below the Hong Kong Principal Datum to 4.325 metres above the Hong Kong Principal Datum.

毗連第一座的一段公眾休憩空間/緊急車輛通道為香港主水平基準以上4.650米至4.810米。

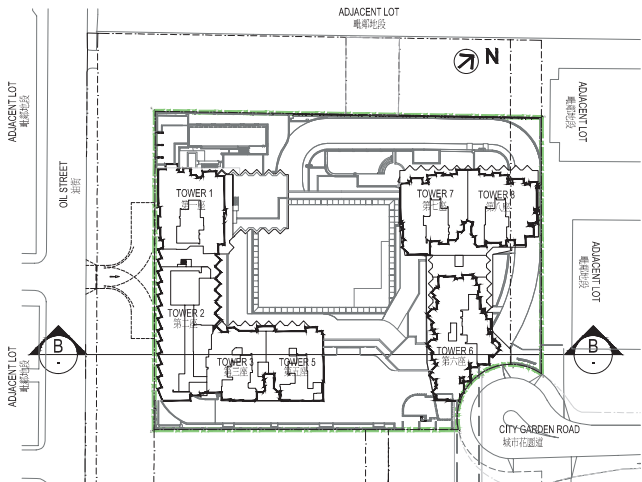
The part of the Public Open Space/emergency vehicular access (EVA) adjacent to Tower 1 is 4.650 metres to 4.810 metres above the Hong Kong Principal Datum.

毗連第八座的一段緊急車輛通道為香港主水平基準以上2.897米至4.325米。

The part of the emergency vehicular access (EVA) adjacent to Tower 8 is 2.897 metres to 4.325 metres above the Hong Kong Principal Datum.

毗連第八座的一段位於毗鄰地段的通道為香港主水平基準以上4.275米至4.620米。

The part of the access road of the adjacent lot adjacent to Tower 8 is 4.275 metres to 4.620 metres above the Hong Kong Principal Datum.



索引圖 KEY PLAN

B.L. = 邊界線 Boundary Line

虛線為最低住宅樓層水平

--- Dotted line denotes the lowest residential floor

香港主水平基準以上高度(米)

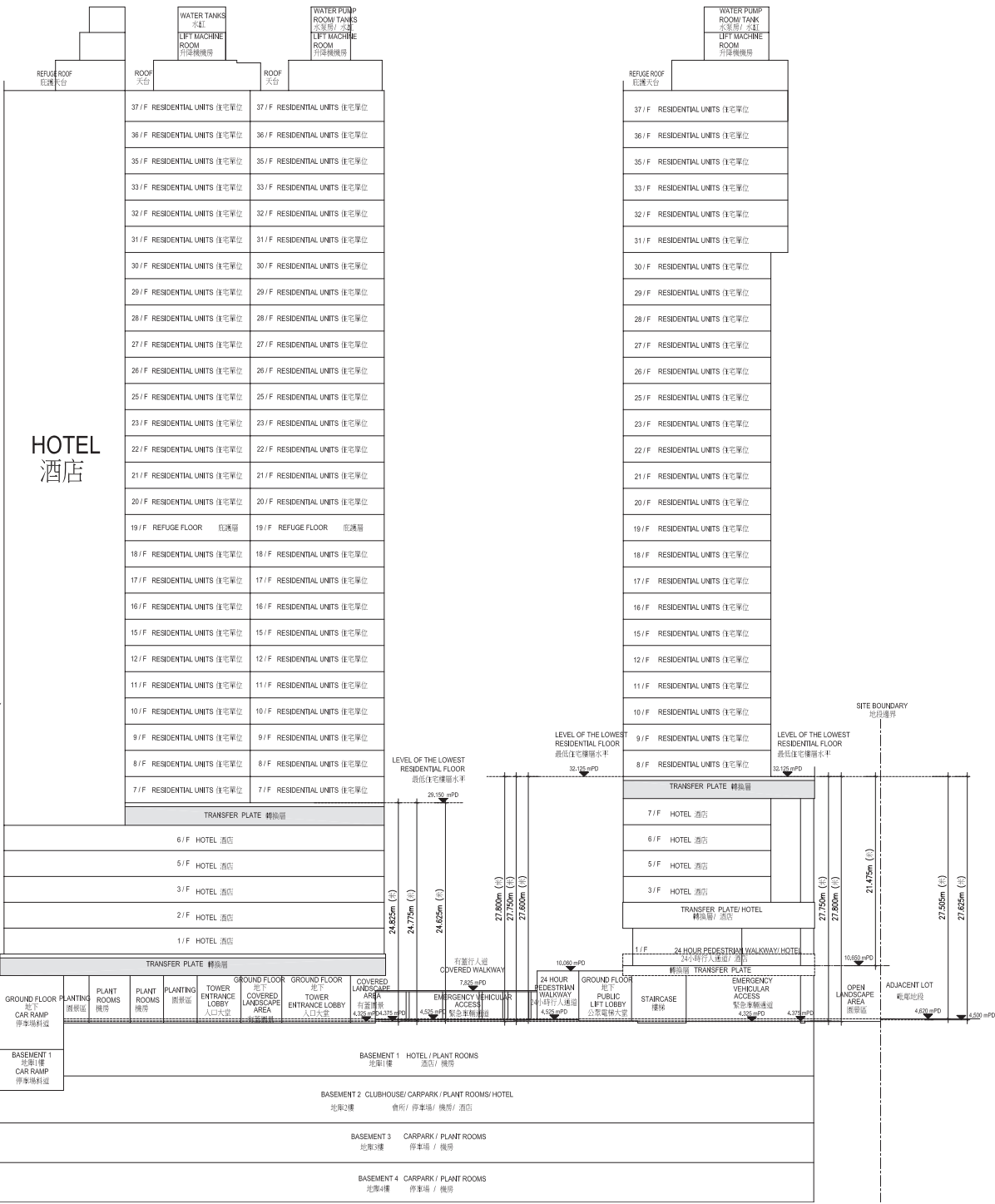
Height in metres above Hong Kong Principal Datum (HKPD)

TOWER 2
第二座

TOWER 3
第三座

TOWER 5
第五座

TOWER 6
第六座



CROSS-SECTION PLAN B-B
橫截面圖 B-B

毗連第五座及第六座的一段緊急車輛通道為香港主水平基準以上4.325米至4.375米。

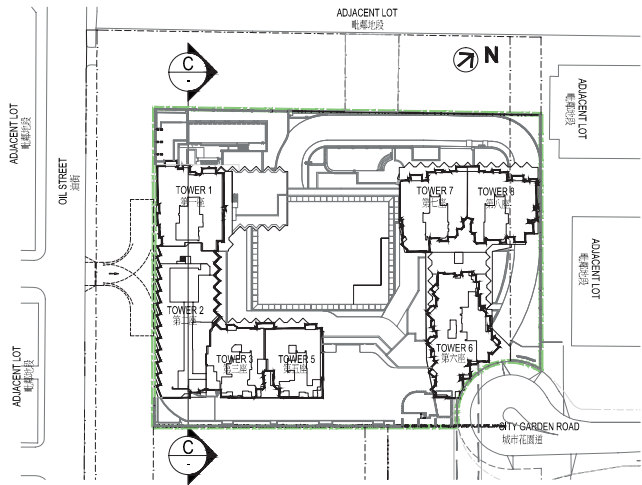
The part of the emergency vehicular access (EVA) adjacent to Tower 5 and Tower 6 is 4.325 metres to 4.375 metres above the Hong Kong Principal Datum.

毗連第六座的一段位於毗鄰地段的通道為香港主水平基準以上4.500米至4.620米。

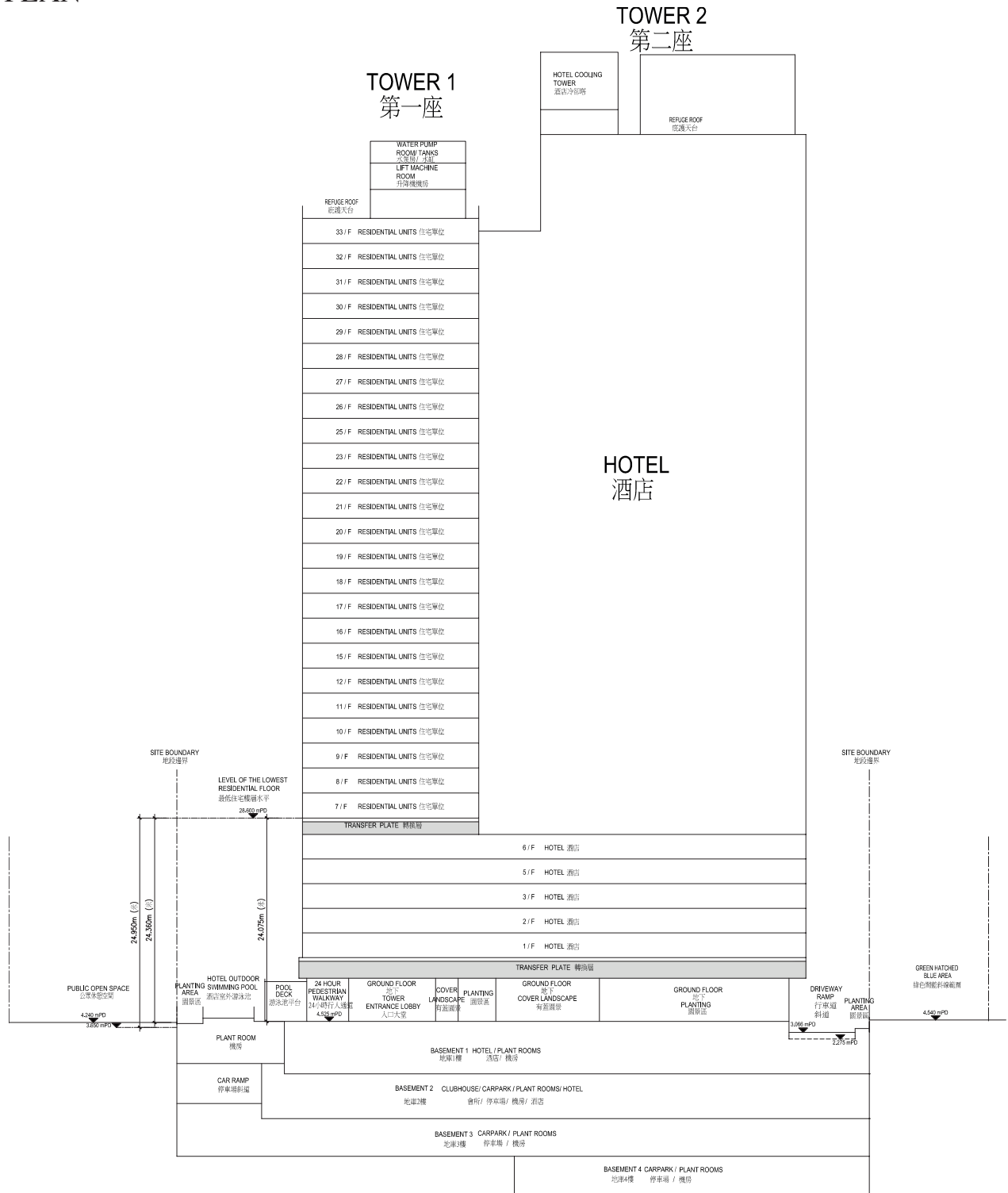
The part of the access road of the adjacent lot adjacent to Tower 6 is 4.500 metres to 4.620 metres above the Hong Kong Principal Datum.

發展項目中的建築物的橫截面圖

Cross-section plan of building in the development



索引圖 KEY PLAN



CROSS-SECTION PLAN C-C
橫截面圖 C-C

B.L. = 邊界線 Boundary Line

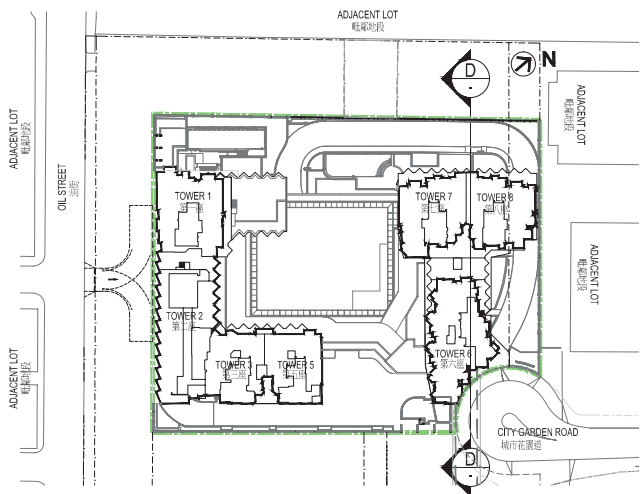
虛線為最低住宅樓層水平
--- Dotted line denotes the lowest residential floor

香港主水平基準以上高度(米)
Height in metres above Hong Kong Principal Datum (HKPD)

毗連第一座的一段行車道斜道為香港主水平基準以上2.275米至3.066米。
The part of the Driveway Ramp adjacent to Tower 1 is 2.275 metres to 3.066 metres above the Hong Kong Principal Datum.

毗連第一座的一段公眾休憩空間為香港主水平基準以上3.650米至4.240米。
The part of the Public Open Space adjacent to Tower 1 is 3.650 metres to 4.240 metres above the Hong Kong Principal Datum.

Cross-section plan of building in the development



索引圖 KEY PLAN

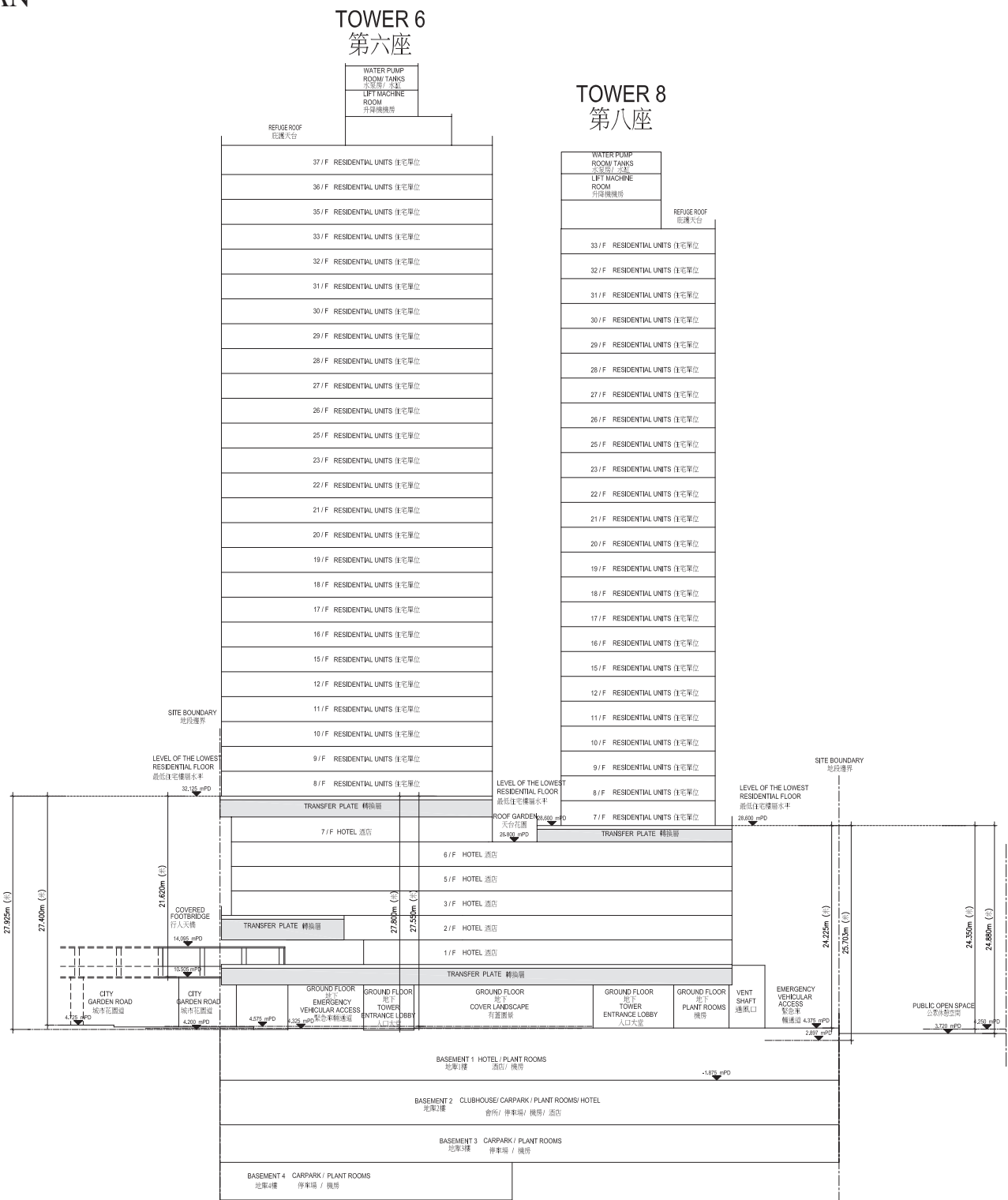
B.L. = 邊界線 Boundary Line

虛線為最低住宅樓層水平

--- Dotted line denotes the lowest residential floor

香港主水平基準以上高度(米)

Height in metres above Hong Kong Principal Datum (HKPD)



CROSS-SECTION PLAN D-D
橫截面圖 D-D

毗連第六座的一段緊急車輛通道為香港主水平基準以上4.325米至4.575米。
The part of the emergency vehicular access (EVA) adjacent to Tower 6 is 4.325 metres to 4.575 metres above the Hong Kong Principal Datum.

毗連第六座的一段城市花園道為香港主水平基準以上4.200米至4.725米。
The part of the City Garden Road adjacent to Tower 6 is 4.200 metres to 4.725 metres above the Hong Kong Principal Datum.

毗連第八座的一段緊急車輛通道為香港主水平基準以上2.897米至4.375米。
The part of the emergency vehicular access (EVA) adjacent to Tower 8 is 2.897 metres to 4.375 metres above the Hong Kong Principal Datum.

毗連第八座的一段公眾休憩空間為香港主水平基準以上3.720米至4.250米。
The part of the Public Open Space adjacent to Tower 8 is 3.720 metres to 4.250 metres above the Hong Kong Principal Datum.

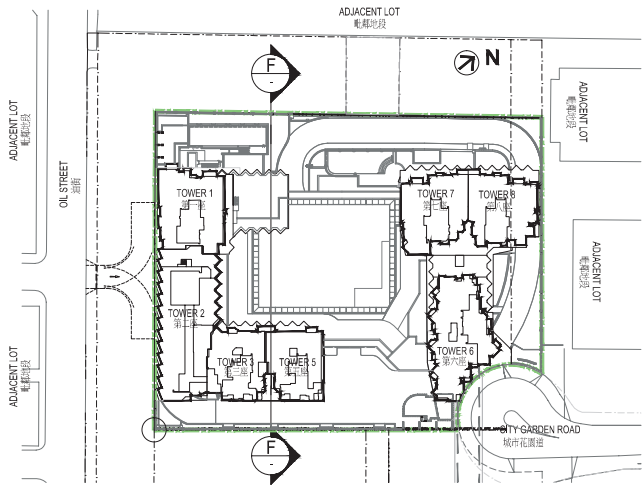
Cross-section plan of building in the development



—▼— Height in metres above Hong Kong
Principal Datum (HKPD)



The part of the emergency vehicular access (EVA) adjacent to Tower 3 is 3.275 metres to 4.325 metres above the Hong Kong Principal Datum.



索引圖 KEY PLAN

B.L. = 邊界線 Boundary Line

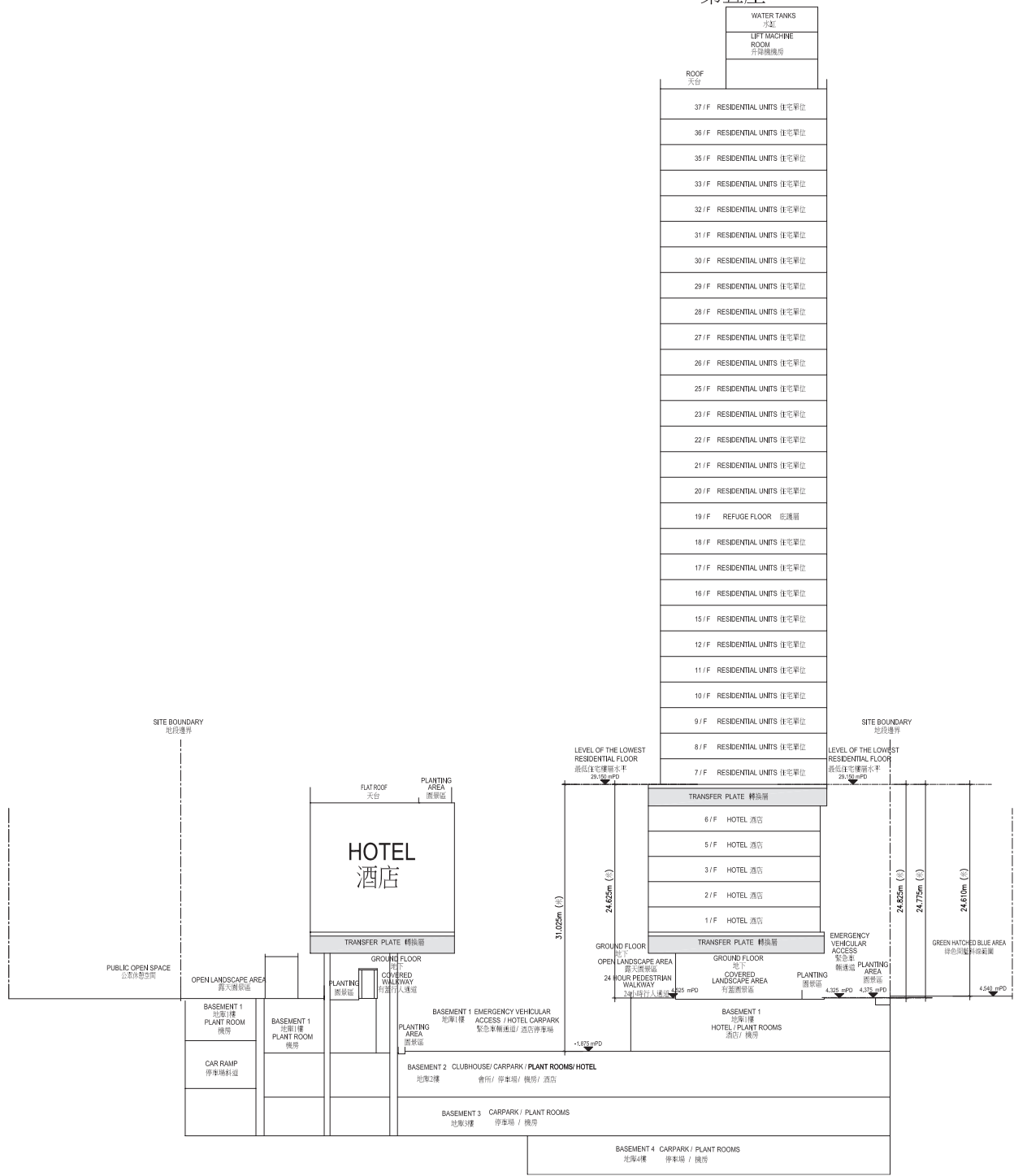
虛線為最低住宅樓層水平

--- Dotted line denotes the lowest residential floor

香港主水平基準以上高度(米)

Height in metres above Hong Kong Principal Datum (HKPD)

TOWER 5
第五座

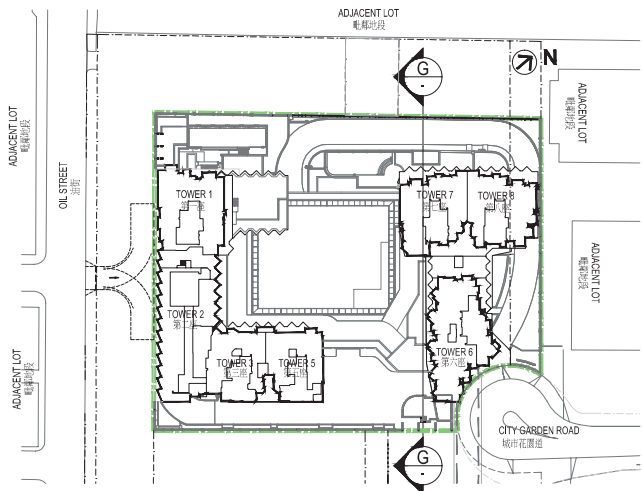


CROSS-SECTION PLAN F-F
橫截面圖 F-F

毗連第五座的一段緊急車輛通道為香港主水平基準以上4.325米至4.375米。
The part of the emergency vehicular access (EVA) adjacent to Tower 5 is 4.325 metres to 4.375 metres above the Hong Kong Principal Datum.

發展項目中的建築物的橫截面圖

Cross-section plan of building in the development



索引圖 KEY PLAN

B.L. = 邊界線 Boundary Line

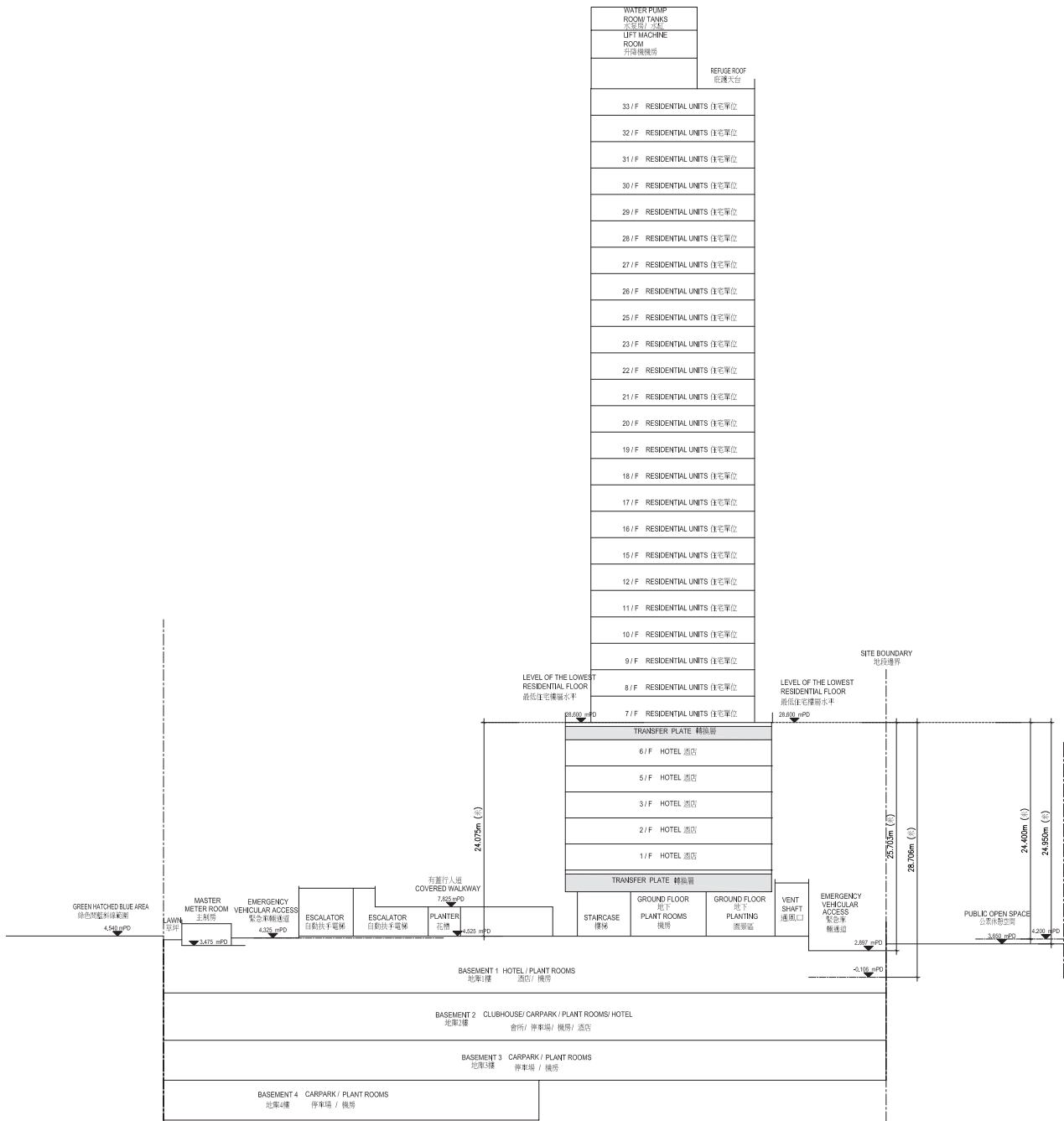
虛線為最低住宅樓層水平

--- Dotted line denotes the lowest residential floor

香港主水平基準以上高度(米)

Height in metres above Hong Kong Principal Datum (HKPD)

TOWER 7
第七座



CROSS-SECTION PLAN G-G
橫截面圖 G-G

毗連第七座的一段緊急車輛通道為香港主水平基準以下0.106米至香港主水平基準以上2.897米。
The part of the emergency vehicular access (EVA) adjacent to Tower 7 is 0.106 metres below the Hong Kong Principal Datum to 2.897 metres above the Hong Kong Principal Datum.

毗連第七座的一段公眾休憩空間為香港主水平基準以上3.650米至4.200米。
The part of the Public Open Space adjacent to Tower 7 is 3.650 metres to 4.200 metres above the Hong Kong Principal Datum.