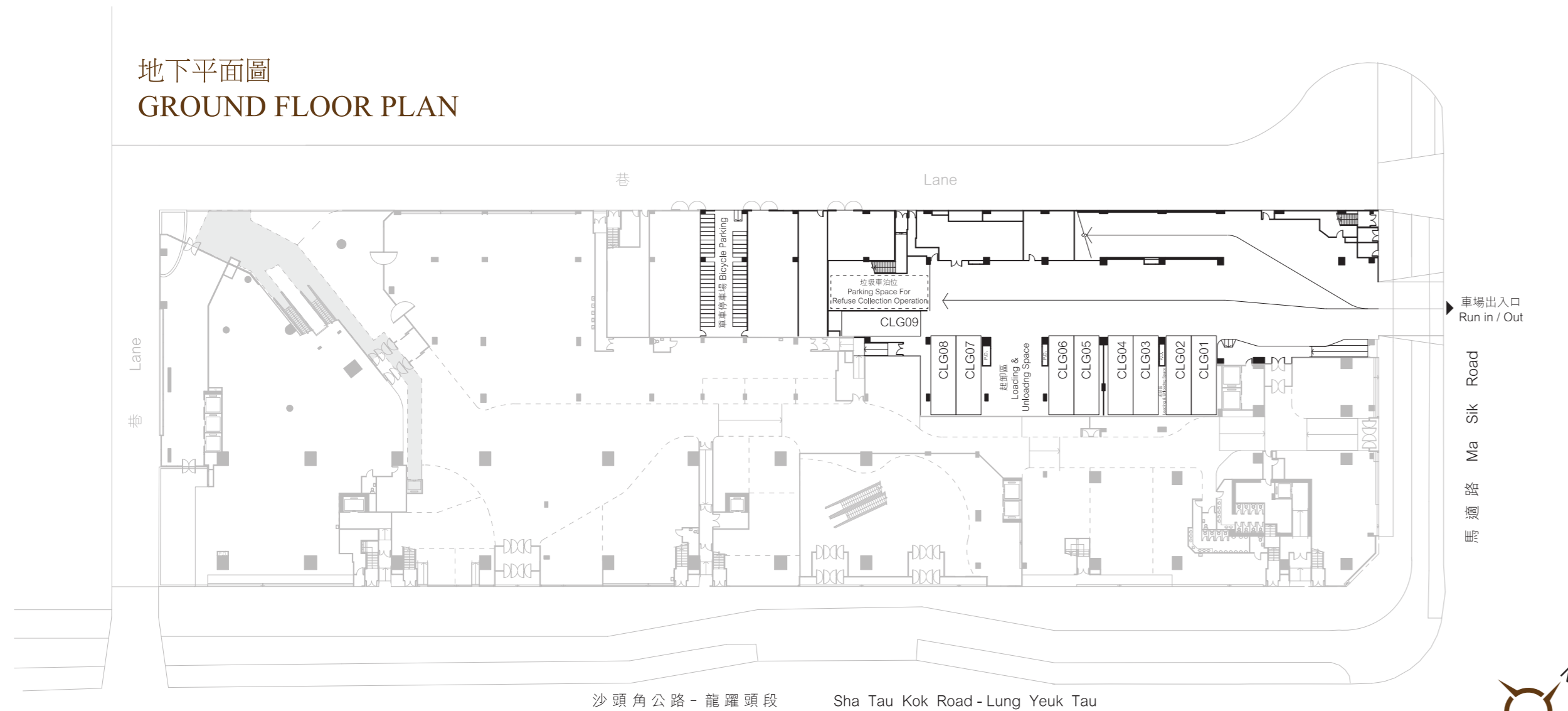


發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

地下平面圖
GROUND FLOOR PLAN

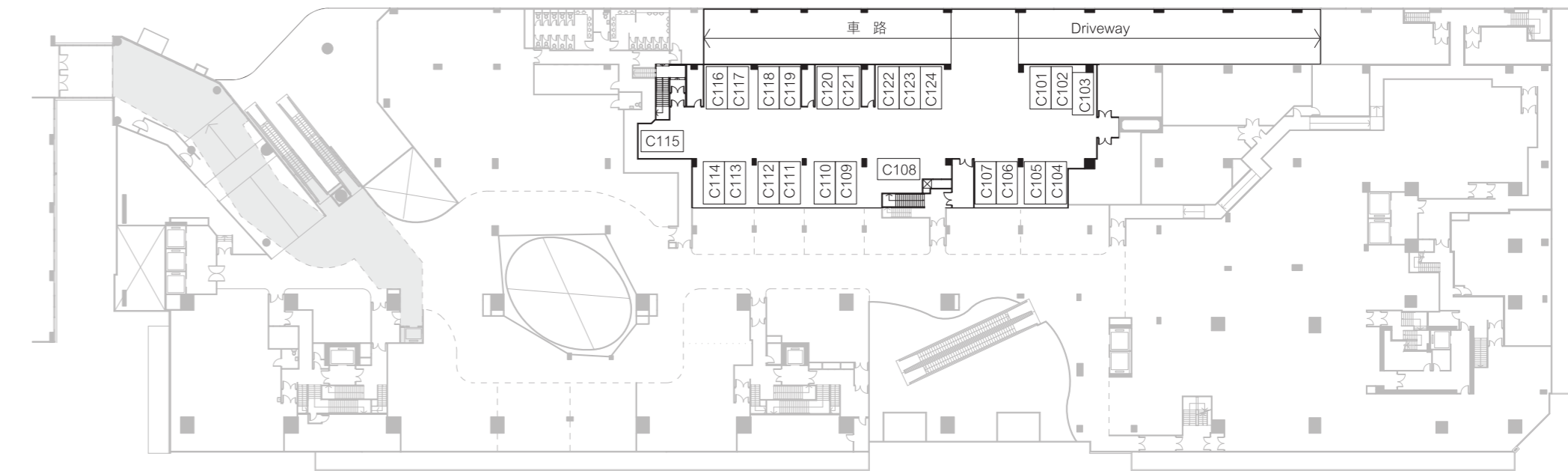


停車位數目及停車位面積 Numbers and Areas of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數目 No.	尺寸(長 x 闊)(米) Dimensions (LxW)(m)	每個車位面積(平方米) Area of each space (sq. m.)
商業上落貨車位 Commercial L & UL Space	G/F	9	11.0 x 3.5	38.5
單車位 Bicycle Parking Space	G/F	46	2.0 x 0.6	1.2
垃圾車泊位 Parking Space for Refuse Collection Operation	G/F	1	12.0 x 5.0	60

比例尺
SCALE 0 25M

1樓平面圖
1ST FLOOR PLAN



停車位數目及停車位面積 Numbers and Areas of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數目 No.	尺寸(長 x 闊)(米) Dimensions (LxW)(m)	每個車位面積(平方米) Area of each space (sq. m.)
商業用車位 Commercial Parking Space	1/F	24	5.0 x 2.5	12.5

比例尺
SCALE 0 25M

發展項目中的停車位的樓面平面圖 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

2樓平面圖
2ND FLOOR PLAN



停車位數目及停車位面積 Numbers and Areas of Parking Spaces

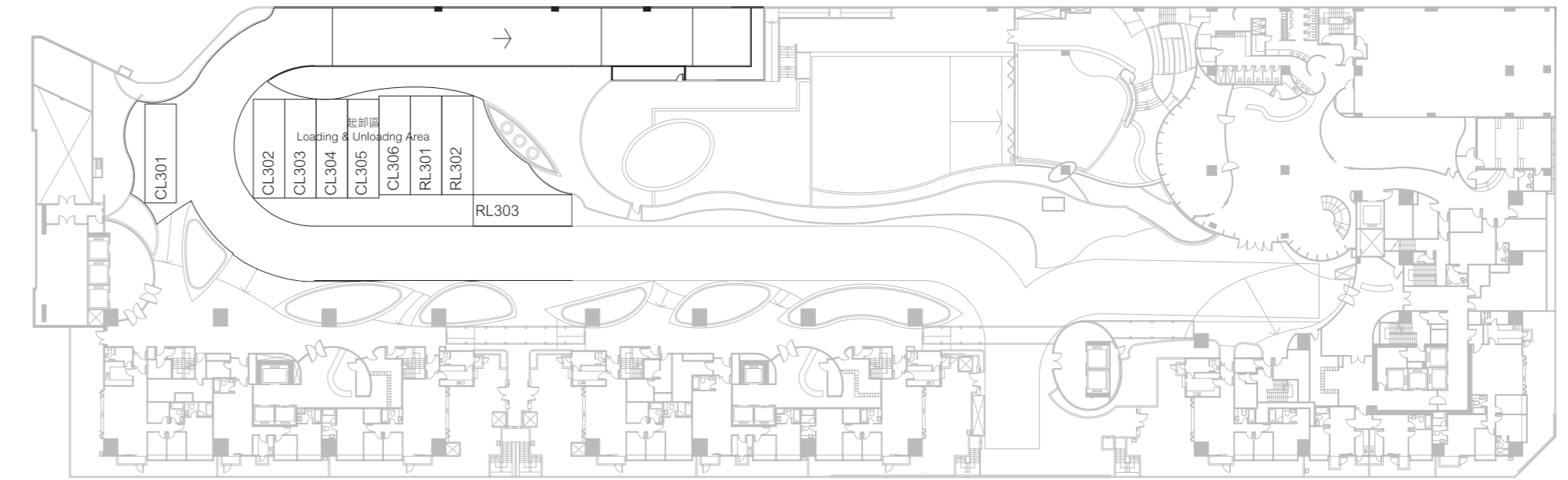
停車位類別 Type of Parking Spaces	位置 Location	數目 No.	尺寸(長 x 闊)(米) Dimensions (LxW)(m)	每個車位面積(平方米) Area of each space (sq. m.)
住客車位 Residential Parking Space	2/F	123 1*	5.0 x 2.5 5.0 x 3.5	12.5 17.5
訪客車位 Visitor's Parking Space	2/F	14 1*	5.0 x 2.5 5.0 x 3.5	12.5 17.5
住宅電單車位 Residential Motor Cycle Parking Space	2/F	13	2.4 x 1.0	2.4
商業電單車位 Commercial Motor Cycle Parking Space	2/F	6	2.4 x 1.0	2.4
商業用車位 Commercial Parking Space	2/F	34 1*	5.0 x 2.5 5.0 x 3.5	12.5 17.5

* 暢通易達停車位 Accessible car parking space



比例尺
SCALE 0 25M

3樓平面圖
3RD FLOOR PLAN



停車位數目及停車位面積 Numbers and Areas of Parking Spaces

停車位類別 Type of Parking Spaces	位置 Location	數目 No.	尺寸(長 x 闊)(米) Dimensions (LxW)(m)	每個車位面積(平方米) Area of each space (sq. m.)
住宅上落貨車位 Residential L & UL Space	3/F	3	11.0 x 3.5	38.5
商業上落貨車位 Commercial L & UL Space	3/F	6	11.0 x 3.5	38.5

比例尺
SCALE 0 25M



臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

- 在簽署臨時合約時須支付款額為5%的臨時訂金。
- 買方在簽署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份持有。
- 如買方沒有於訂立該臨時合約的日期之後5個工作日之內簽立買賣合約 –
 - 該臨時合約即告終止；
 - 有關的臨時訂金即予沒收；及
 - 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 preliminary deposit of 5% is payable on the signing of that preliminary agreement;
- 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;
- 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 –
 - that preliminary agreement is terminated;
 - the preliminary deposit is forfeited; and
 - the owner does not have any further claim against the purchaser for the failure.

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

- 發展項目的公用部分
 「公用地方與設施」統指屋苑公用地方與設施(供屋苑整體公用及共享)、住宅公用地方與設施(供住宅發展整體公用及共享)、停車場公用地方(供停車場整體公用及共享)及停車場公用設施(供車位的業主、佔用人及使用人公用及共享)，並在適用的情況下包括《建築物管理條例》附表一所列舉的相關公用部分。
 屋苑公用地方與設施包括但不限於基座外牆(不包括廣告位及預定外牆開口)、電掣房、錶房、泵房、垃圾及物料回收房、電力變壓房、公共天線、污水管及排水渠。
 住宅公用地方與設施包括但不限於住宅大廈外牆、康樂地方與設施、升降機大堂、升降機、公用走廊、訪客車位、住宅上落客貨車位、單車停泊處及專屬住宅發展的所有機電裝置。
 停車場公用地方包括但不限於行車通道及坡道。

- 分配予發展項目中的每個住宅物業的不分割份數的數目

第一座

樓層	A	B	C	D	E
3樓	131/50000	—	—	—	—
5樓	73/50000	38/50000	61/50000	44/50000	24/50000
6-35樓	73/50000	41/50000	62/50000	45/50000	27/50000
36樓	120/50000	112/50000	—	—	—

第二座

樓層	A	B	C	D	E
3樓	41/50000	38/50000	111/50000	—	—
5樓	62/50000	46/50000	46/50000	41/50000	48/50000
6-35樓	62/50000	46/50000	46/50000	43/50000	49/50000
36樓	110/50000	61/50000	43/50000	—	—

第三座

樓層	A	B	C	D	E	F	G	H
3樓	118/50000	80/50000	121/50000	—	—	—	—	—
5樓	60/50000	49/50000	48/50000	61/50000	47/50000	32/50000	46/50000	46/50000
6-19樓	59/50000	49/50000	48/50000	60/50000	44/50000	30/50000	44/50000	44/50000
20-35樓	59/50000	49/50000	48/50000	59/50000	44/50000	30/50000	44/50000	44/50000
36樓	97/50000	97/50000	44/50000	78/50000	44/50000	—	—	—

第五座

樓層	A	B	C	D	E	F	G	H
3樓	123/50000	79/50000	120/50000	—	—	—	—	—
5樓	61/50000	48/50000	49/50000	60/50000	46/50000	46/50000	46/50000	46/50000
6-11樓	60/50000	48/50000	49/50000	59/50000	44/50000	44/50000	44/50000	44/50000
12-19樓	59/50000	48/50000	49/50000	59/50000	44/50000	44/50000	44/50000	44/50000
20-35樓	59/50000	48/50000	49/50000	59/50000	44/50000	43/50000	43/50000	44/50000
36樓	98/50000	98/50000	44/50000	43/50000	43/50000	44/50000	—	—

*各座不設4、13、14、24及34字樓

- 發展項目的管理人的委任年期
 經理人首屆任期由簽訂公契日期起計兩年，其後續任至按公契的條文終止為止。
- 在發展項目中的住宅物業的擁有人之間分擔管理開支的基準
 每個住宅單位的業主應在每個曆月首日預繳按住宅管理預算案其應繳的年度開支份額的十二份之一的管理費，以分擔發展項目的管理開支(包括經理人酬金)。該應繳的份額比例，應與分配給其住宅單位的管理份數對分配給發展項目內所有住宅單位的管理份數的比例相同。
- 計算管理費按金的基準
 管理費按金相等於業主就其單位按首個年度管理預算案計算而須繳的三個月管理費。
- 賣方在發展項目中保留作自用的範圍(如有的話)
 不適用。

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

1. The common parts of the development

“Common Areas and Facilities” means collectively the Estate Common Areas and Facilities (intended for the common use and benefit of the Estate as a whole), Residential Common Areas and Facilities (intended for the common use and benefit of the Residential Development as a whole), Car Park Common Areas (intended for the common use and benefit of the Car Park as a whole) and Car Park Common Facilities (intended for the common use and benefit of the Owners, Occupiers and users of the Parking Spaces) and, where applicable, includes those appropriate and relevant common parts specified in Schedule 1 to the Building Management Ordinance.

The Estate Common Areas and Facilities includes but not limited to the external walls of the podium (excluding the Advertising Spaces and the Proposed Wall Opening), switch room, meter room, pump room, refuse storage and material recovery room, transformer room, communal aerial, sewers and drains.

The Residential Common Areas and Facilities includes but not limited to the external walls of the residential towers, recreational areas and facilities, lift lobbies, lifts, common corridors, Visitors Car Parking Spaces, Residential Loading and Unloading Spaces, bicycle parking area, and all mechanical and electrical installation exclusively for the Residential Development.

The Car Park Common Areas includes but not limited to the driveways and ramps.

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

Tower 1

Floor	A	B	C	D	E
3/F	131/50000	—	—	—	—
5/F	73/50000	38/50000	61/50000	44/50000	24/50000
6-35/F	73/50000	41/50000	62/50000	45/50000	27/50000
36/F	120/50000	112/50000	—	—	—

Tower 2

Floor	A	B	C	D	E
3/F	41/50000	38/50000	111/50000	—	—
5/F	62/50000	46/50000	46/50000	41/50000	48/50000
6-35/F	62/50000	46/50000	46/50000	43/50000	49/50000
36/F	110/50000	61/50000	43/50000	—	—

Tower 3

Floor	A	B	C	D	E	F	G	H
3/F	118/50000	80/50000	121/50000	—	—	—	—	—
5/F	60/50000	49/50000	48/50000	61/50000	47/50000	32/50000	46/50000	46/50000
6-19/F	59/50000	49/50000	48/50000	60/50000	44/50000	30/50000	44/50000	44/50000
20-35/F	59/50000	49/50000	48/50000	59/50000	44/50000	30/50000	44/50000	44/50000
36/F	97/50000	97/50000	44/50000	78/50000	44/50000	—	—	—

Tower 5

Floor	A	B	C	D	E	F	G	H
3/F	123/50000	79/50000	120/50000	—	—	—	—	—
5/F	61/50000	48/50000	49/50000	60/50000	46/50000	46/50000	46/50000	46/50000
6-11/F	60/50000	48/50000	49/50000	59/50000	44/50000	44/50000	44/50000	44/50000
12-19/F	59/50000	48/50000	49/50000	59/50000	44/50000	44/50000	44/50000	44/50000
20-35/F	59/50000	48/50000	49/50000	59/50000	44/50000	43/50000	43/50000	44/50000
36/F	98/50000	98/50000	44/50000	43/50000	43/50000	44/50000	—	—

* 4/F, 13/F, 14/F, 24/F & 34/F are omitted for all residential towers.

批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於粉嶺上水市地段第177號(「該地段」)。

2. 「該地段」的批租年期為2010年5月24日開始50年。

3. 「批地文件」第(8)條特別批地條款訂明：

(a) 遵從本特別批地條款(b)次條之規定，「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，除作非工業用途外(不包括寫字樓、貨倉、酒店及加油站)，不可作任何其他用途。

(b) 除下列用途外，現已或將會建於「該地段」的任何建築物或其任何部份不可作其他用途：

(i) 最低三層只可作非工業用途(不包括寫字樓、貨倉、酒店及加油站)，但為免存疑，現聲明地庫層(如建有)不論面積或樓面面積大小，於本特別批地條款一律列為一個樓層。地庫層的用途設有其他限制規定，詳載於本特別批地條款(b)(iii)次條；

(ii) 其餘樓層(如有多於三層地庫層，則不包括最低三層對上的地庫層(如建有))只可作私人住宅用途；及

(iii) 任何地庫層(如建有)，不論乃最低三層其中之一或位於最低三層之上，只可作非工業用途(不包括住宅、寫字樓、貨倉、酒店及加油站)。

(c) 任何樓層如乃按照「批地文件」第(25)、(27)、(28)及(29)條特別批地條款純粹提供作車位或客貨上落車位或用作機器房或兩者，不會列為本特別批地條款(b)次條所述的樓層之一。「署長」可決定個別樓層所作的用途是否本次條所允許，其決定將作終論並對「買方」具約束效力。

(d) 於本特別批地條款，「署長」就甚麼構成一個或多個樓層所作的決定將作終論並對「買方」具約束效力。

4. 「批地文件」第(2)條特別批地條款訂明：

(a) 「買方」應：

(i) 於2015年6月30日或之前(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料、標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 在「批地文件」所夾附圖則以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設、塑造、表面整飾及排水設施工程；及

(II) 提供和興建「署長」自行酌情為需要的橋、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」)以致可在「綠色範圍」建造建築物及可供車輛和行人往來。

(ii) 於2015年6月30日或之前(或「署長」批准之其他延長期限)自費以「署長」滿意的方式在「綠色範圍」表面整飾、建造路緣及渠道，以及按「署長」要求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、交通燈、街道傢俬及道路標記；及

(iii) 自費維持「綠色範圍」和「構築物」及在該處興建、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、交通燈、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」按照「批地文件」第(3)條特別批地條款交回「政府」為止。

5. 「批地文件」第(3)條特別批地條款訂明：

「綠色範圍」應在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「買方」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「買方」佔管「綠色範圍」期間，必須在所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據「批地文件」第(2)條特別批地條款等進行的工程不會干預或妨礙通行。

6. 「批地文件」第(4)條特別批地條款訂明：

「買方」如非事前獲「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行「批地文件」第(2)條特別批地條款所訂工程以外的其他用途。

7. 「批地文件」第(5)條特別批地條款訂明：

「買方」在佔管「綠色範圍」期間，於所有合理時間均要：

(a) 允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經「該地段」及「綠色範圍」，以便檢查、檢驗及監督遵照「批地文件」第(2)(a)條特別批地條款進行的工程，以及執行、檢查、檢驗和監督遵照「批地文件」第(2)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程；

(b) 允許「政府」及「政府」授權的相關公用事業公司有權按需要進出及再進出和行經「該地段」及「綠色範圍」，以便於「綠色範圍」或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水管、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供「該地段」或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體(如有者)及其他服務。「買方」應與「政府」及其正式授權的相關公用事業公司充分合作，以處理關乎上述擬於「綠色範圍」進行的工程之所有事宜；及

(c) 允許「水務監督」官員及其授權之其他人士有權按需要進出及再進出和行經「該地段」及「綠色範圍」，以便執行任何關於運作、維修、修理、更換及更改「綠色範圍」內任何其他水務裝置的工程。

8. 「批地文件」第(7)條特別批地條款訂明：

「買方」應在「該地段」建造一座或多座建築物以作發展，有關工程必須全面遵從「批地文件」及香港現時或於任何時間生效的所有關乎建築、衛生及規劃之條例、附例及規例。此等建築物必須在2015年6月30日或之前建成並適宜居住。

9. 「批地文件」第(10)條特別批地條款訂明：

「買方」應自費在無建築結構的「該地段」範圍及平台(如有者)作環境美化及植樹和栽種灌木，其後並需維持，以保持該處清潔、整齊及健康，以令「署長」滿意。

10. 「批地文件」第(17)條特別批地條款訂明：

(a) 「買方」應自費在「署長」批准的位置、方式、物料、標準、樓層、定線及設計以及「署長」全面滿意的形式鋪設、塑造、提供、興建和表面整飾分段的行人路或行人道(連同「署長」自行酌情指定的樓梯、斜路、照明裝置及自動扶梯)，以作本特別批地條款(b)次條指定的用途。

(b) 本特別批地條款(a)次條所載的分段行人路或行人道應採取最短路線並興建上蓋，其興建及設計應符合以下要求：

(i) 在「署長」批准的指定位置和樓層連通將會建於「該地段」上每座建築物；及

(ii) 連通「該地段」內所有主要設施，包括商舖、住宅大廈、開放空地及在該處提供的社區設施。

(c) 「買方」應自費以「署長」全面滿意的方式提供行人走道，寬度不可少於6米及不可多於9米(以下簡稱「行人走道」)，以連通「批地文件」第(18)(a)條特別批地條款所載的「有蓋行人天橋」及「該地段」。

(d) 「買方」應在本文協定的整個批租年期內維持「行人走道」開放，每日24小時供公眾免費使用，暢通無阻地步行或乘坐輪椅通行及再通行，以作任何合法用途。

(e) 「買方」應在本文協定的整個批租年期內自費維持分段行人路或行人道(連同該處之樓梯、斜路、照明裝置及自動扶梯)以及本特別批地條款指定提供的「行人走道」，以保持其功用及狀態良好堅固，並全面令「署長」滿意。

批地文件的摘要

SUMMARY OF LAND GRANT

11. 「批地文件」第(18)條特別批地條款訂明：

- (a) 「買方」必須在2015年6月30日或之前(或「署長」批准之其他期限)自費以「署長」全面滿意的方式興建：
 - (i) 一座單層有蓋行人天橋連同「署長」指定或批准的所有支承件及連接段，位置為「批地文件」所夾附圖則註明為「規定提供行人天橋」的地點，以連接「該地段」及現已或將會建於該處的一座或多座建築物與現於土地註冊處註冊名為粉嶺上水市地段第195號之毗連地段(有蓋行人天橋連同支承件及連接段以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應採用「署長」指定或批准的物料，同時符合「署長」指定或批准的標準、樓層、定線、佈局和設計，包括但不限於提供及興建支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯和「署長」自行酌情為必要的內外配件及固定裝置與照明裝置。「有蓋行人天橋」內部的淨闊度必須為6米，內部最低淨空高度為2.3米，現有道路路面或地面对上的最低垂直淨空高度(二者取其較高)為5.1米;及
 - (ii) 將會建於「該地段」各建築物的支承件及連接段，其規格、連接點和樓層由「署長」就着「有蓋行人天橋」指定或批准，以便在該處興建「有蓋行人天橋」，讓行人經由「有蓋行人天橋」往來「行人走道」及「批地文件」第(17)條特別批地條款訂明的內部分段行人路或行人道。
- (c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」不可作任何其他用途。
 - (ii) 如非「署長」批准或指定，「買方」不可使用或允許或容忍他人使用「有蓋行人天橋」或其任何部份內部或外部作廣告用途或展示任何招牌、告示或海報。
 - (iii) 「買方」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
 - (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免費及暢通無阻地步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」，以作任何合法用途。
- (d) 如「買方」、其傭僕、工人及承辦商因應「有蓋行人天橋」的興建、改建、修理和維持工程作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員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、收費或索求，「買方」必須向彼等賠償並確保其免責。
- (e) 「買方」應在本文協定的整個批租年期內，自費管理及維持「有蓋行人天橋」，以保持其功用及狀態良好堅固，全面令「署長」滿意。
- (f) 如「該地段」或該處任何部份進行重建，以致必須拆卸「有蓋行人天橋」或其任何部份，「買方」應在「署長」指定的期限內自費以「署長」滿意的方式進行更換工程，以興建及完成建造新的有蓋行人天橋連同支承件、連接段、有蓋樓梯或其他行人天橋附屬構築物或其任何部份，設計、物料、寬度、樓層和位置由「署長」批准或指定。除非「署長」另行決定，否則本特別批地條款將全面適用於新建的有蓋行人天橋、支承件、連接段、有蓋樓梯及其他行人天橋附屬構築物，而「有蓋行人天橋」一詞將相應詮釋。

12. 「批地條款」第(27)條特別批地條款訂明:-

- (a) (iv) 根據本「特別批地條款」次條(a)(i)及(a)(iii)(可依據「第(29)條特別批地條款」修改)提供的車位除作該條款訂明的用途外不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。
- (b) (iii) 根據本「特別批地條款」次條(b)(i)提供的車位(可依據「第(29)條特別批地條款」修改)除供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌而屬於現已或將會建於「該地段」之一座或多座建築物各佔用人及彼等真正來賓、訪客或到訪者的車輛外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。

- (c) (iii) 根據本「特別批地條款」次條(c)(i)提供的車位除供《道路交通條例》、其任何附屬規例及修訂法例所釋定傷殘人士停泊屬於現已或將會建於「該地段」之一座或多座建築物各居民或佔用人及彼等真正來賓、訪客或到訪者的車輛外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。
- (d) (ii) 「住宅電單車車位」(可依據「第(29)(b)條特別批地條款」修改)除供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌而屬於現已或將會建於「該地段」之一座或多座建築物內住宅單位各居民及彼等真正來賓、訪客或到訪者的電單車外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。
- (d) (iii) 根據本「特別批地條款」次條(d)(i)(II)提供的車位除供停泊根據《道路交通條例》、其任何附屬規例及修訂法例持牌而屬於現已或將會建於「該地段」之一座或多座建築物內用作本「特別批地條款」次條(b)(i)所訂各用途之佔用人及彼等真正來賓、訪客或到訪者的電單車外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。

13. 「批地條款」第(28)條特別批地條款訂明:-

- (b) 每個根據本「特別批地條款」次條(a)提供的車位(可依據「第(29)(a)條特別批地條款」修改)，除供與上述條款所訂建築物相關的貨車上落客貨外，不可作任何其他用途。

14. 「批地文件」第(31)條特別批地條款訂明：

- (a) 「住宅車位」及「住宅電單車車位」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」各建築物一個或多個住宅單位的不可分割份數一併轉讓；或
 - (II) 承讓人現時已擁有專有權使用及佔用現已或將會建於「該地段」各建築物一個或多個住宅單位的不可分割份數；或
 - (ii) 分租(租予現已或將會建於「該地段」各建築物內住宅單位之居民除外)。

15. 「批地文件」第(39)條特別批地條款訂明：

- (a) 「買方」應自費以「署長」滿意的方式不論在「該地段」邊界內或「政府」土地上興建及維持「署長」認為必要的排水渠及渠道，旨在截流及轉送所有降於或流經「該地段」的暴雨水及雨水至最近的河道、集水井、渠道或「政府」雨水渠。如該等暴雨水及雨水構成任何破壞或滋擾，「買方」必須獨自承擔法律責任並向「政府」及其人員彌償所有因此招致之訴訟、索償及索求。
16. 「批地文件」第(41)條特別批地條款訂明：
不得於「該地段」豎立或建造墳墓或骨灰龕，亦不得於「該地段」安葬或存放任何人類骸骨或動物骸骨，無論是否在陶罐、骨灰甕或其他。

註：本節所載的「買方」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；如屬公司則包括其繼承人及受讓人。

1. The development is situated on Fanling Sheung Shui Town Lot No. 177 (“the lot”).
2. The lot was granted for a term of 50 years commencing from 24th May, 2010.
3. Special Condition No. (8) of the Land Grant stipulates that:-
 - (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding office, godown, hotel and petrol filling station) purposes.
 - (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
 - (i) in respect of the lowest three floors, for non-industrial (excluding office, godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than 3 basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, office, godown, hotel and petrol filling station) purposes.
 - (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (25), (27), (28) and (29) of the Land Grant or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Purchaser.
 - (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors shall be final and binding on the Purchaser.
4. Special Condition No. (2) of the Land Grant stipulates that:-
 - (a) The Purchaser shall:
 - (i) on or before the 30th day of June, 2015 (or such other extended period or periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay, form, surface and drain those portions of future public roads shown coloured green on the plan annexed to the Land Grant (hereinafter referred to as “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 June, 2015 or such other extended period or periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the 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 and road markings 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 plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No. (3) of the Land Grant.
 5. Special Condition No. (3) of the Land Grant stipulates that:-
The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that the Land Grant has been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Areas allow free access over and along the Green 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 No. (2) of the Land Grant or otherwise.
 6. Special Condition No. (4) of the Land Grant stipulates that:-
The Purchaser shall not without the prior written consent of the Director use the Green Areas for the purpose of storage

or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(2) of the Land Grant.

7. Special Condition No. (5) of the Land Grant stipulates that:-
The Purchaser shall at all reasonable times while he is in possession of the Green Areas :
 - (a) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(2)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Areas;
 - (b) 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 and the Green Areas 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 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 neighboring 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; and
 - (c) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Areas 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.
8. Special Condition No. (7) 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 the Land Grant and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of June, 2015.
9. Special Condition No. (10) of the Land Grant stipulates that:-
The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a clean, neat, tidy and healthy condition all to the satisfaction of the Director.
10. Special Condition No. (17) 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 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, open space and community facilities provided thereon.
 - (c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway with a width of not less than 6 metres and not more than 9 metres (hereinafter referred to as “the Pedestrian Walkway”) so as to link up the Covered Footbridge referred to in Special Condition No. (18)(a) of the Land Grant with the lot.
 - (d) The Purchaser shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by all members of the public 24 hours a day to pass and repass on foot or by wheelchairs for all lawful purposes free of charge and without any interruption.
 - (e) 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) and the Pedestrian Walkway required to be provided under this Special Condition in good and substantial condition and repair in all respects to the satisfaction of the Director.

批地文件的摘要

SUMMARY OF LAND GRANT

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

(a) The Purchaser shall on or before the 30th day of June, 2015 or such other date or dates as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director construct:

(i) one single storey covered footbridge together with all supports and connections as shall be required or approved by the Director, at the positions shown and marked "PROPOSED FOOTBRIDGE" on the plan annexed to the Land Grant so as to connect the lot and the building or buildings erected or to be erected thereon with the adjacent lot now known and registered in the Land Registry as Fanling Sheung Shui Town Lot No.195 (the covered footbridge together with supports and connections is hereinafter referred to as "the Covered Footbridge"). The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Covered Footbridge shall have a clear internal width of 6 metres, a minimum clear internal headroom of 2.3 metres and a minimum vertical clearance of 5.1 metres above the existing road level or the existing ground level, whichever is the higher; and

(ii) in the building or buildings to be erected on the lot supports and connections to such specifications and at such points and at such levels as shall be required or approved by the Director for the Covered Footbridge so that the construction of the Covered Footbridge can be carried out thereon and that pedestrian access can be gained over the Covered Footbridge to and from the Pedestrian Walkway and the internal segregated pedestrian ways or paths referred to in Special Condition No. (17) of the Land Grant.

(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.

(ii) The Purchaser shall not use or permit or suffer to be used the Covered Footbridge or any part of it 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 on or to 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 the day or 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 shall indemnify and 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, loss, 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) 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 may be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge together with supports, connections, covered staircase and other ancillary footbridge structures or a part or parts thereof with such design, materials and at such width, levels and positions as the Director may approve or require provided that the whole of this Special Condition shall equally apply to the new covered footbridge, supports, connections, covered staircases and other ancillary footbridge structures unless the Director shall decide otherwise and the expression "Covered Footbridge" shall be construed accordingly.

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

(a)(iv) The spaces provided under sub-clause (a)(i) and (a) (iii) of this Special Condition (as may be varied by Special Condition No. (29) of the Land Grant) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(b)(iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied by Special Condition No. (29)(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 and their bona fide guests, visitors or invitees for the purpose stipulated in the said sub-clause and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(c)(iii) The spaces 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.

(d)(ii) The Residential Motor Cycle Parking Spaces (as may be varied by Special Condition No. (29)(b) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(d)(iii) The spaces provided under sub-clause (d)(i)(II) 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-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

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

(b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied by Special Condition No. (29)(a) of the Land Grant) 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.

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

(a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

(i) assigned except

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

(II) to a person who is already the owner of undivided shares in the lot together 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.

15. Special Condition No. (39) 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.

16. Special Condition No. (41) 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.

公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

A. 有關的批地文件規定興建並提供予政府或供公眾使用的設施的資料

1. 於「批地文件」中第(2), (3), (4)及(5)特別批地條款中所指的「綠色範圍」

(I) 「批地文件」條款

第(2)條特別批地條款訂明：

(a) 「買方」必須：

(i) 於2015年6月30日或之前(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料，標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 在本文所夾附圖則以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設、塑造、表面整飾及排水設施工程；及

(II) 提供和興建「署長」自行酌情為需要的橋、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」)

以致可在「綠色範圍」建造建築物及可供車輛和行人往來。

(ii) 於2015年6月30日或之前(或「署長」批准之其他延長期限)自費以「署長」滿意的方式在「綠色範圍」表面整飾、建造路緣及渠道，以及按「署長」要求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、交通燈、街道傢俬及道路標記；及

(iii) 自費維持「綠色範圍」和「構築物」及在該處興建、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、交通燈、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」按照本文第(3)條特別批地條款交回「政府」為止。

(b) 如「買方」不在本特別批地條款(a)次條指定期限內履行該條所載的責任，「政府」可執行必要工程，費用則由「買方」承擔。「買方」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「買方」約束。

(c) 倘因「買方」履行本特別批地條款(a)次條所訂責任或「政府」行使本特別批地條款(b)次條所訂權利而導致或引致「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」概毋須就此承擔任何責任。「買方」不得就此向「政府」、「署長」或其授權官員索償。

第(3)條特別批地條款訂明：

為進行本文第(2)特別批地條款所訂的必要工程，「買方」將於本「協議」生效日獲授予「綠色範圍」的佔管權。「綠色範圍」應在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「買方」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「買方」佔管「綠色範圍」期間，必須在所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據本文第(2)條特別批地條款等進行的工程不會干預或妨礙通行。

第(4)條特別批地條款訂明：

「買方」如非事前獲「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行本文第(2)條特別批地條款所訂工程以外的其他用途。

第(5)條特別批地條款訂明：

「買方」在佔管「綠色範圍」期間，於所有合理時間均要：

(a) 允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經「該地段」及「綠色範圍」，以便檢查、檢驗及監督遵照本文第(2)(a)條特別批地條款進行的工程，以及執行、檢查、檢驗和監督遵照本文第(2)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程；

(b) 允許「政府」及「政府」授權的相關公用事業公司有權按需要進出及再進出和行經「該地段」及「綠色範圍」，以便於「綠色範圍」或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水管、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供「該地段」或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體(如有者)及其他服務。「買方」應與「政府」及其正式授權的相關公用事業公司充分合作，以處理關乎上述擬於「綠色範圍」進行的工程之所有事宜；及

(c) 允許「水務監督」官員及其授權之其他人士有權按需要進出及再進出和行經「該地段」及「綠色範圍」，以便執行任何關於運作、維修、修理、更換及更改「綠色範圍」內任何其他水務裝置的工程。

第(6)條特別批地條款訂明：

倘因「政府」、其官員、代理、承辦商及根據本文第(5)條特別批地條款獲授權的任何其他人士或公用事業公司行使權利而導致或引致「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」概毋須就此承擔任何責任。

(II) 公契條款

第III節第37(bo)條訂明，「經理人」有權維修「綠色範圍」連同「構築物」及在該處興建、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務項件、街燈、交通燈、街道傢俬、道路標記及機器，以令地政總署署長滿意，直至「綠色範圍」按照「政府批地書」第(3)條特別批地條款交回「政府」為止。

2. 於「批地文件」中第(17)特別批地條款中所指的「行人走道」

(I) 「批地文件」條款

第(17)(c)、(d)及(e)條特別批地條款訂明：

(c) 「買方」應自費以「署長」全面滿意的方式提供行人走道，寬度不可少於6米及不可多於9米(以下簡稱「行人走道」)，以連通本文第(18)(a)條特別批地條款所載的「有蓋行人天橋」及「該地段」。

(d) 「買方」應在本文協定的整個批租年期內維持「行人走道」開放，每日24小時供公眾免費使用，暢通無阻地步行或乘坐輪椅通行及再通行，以作任何合法用途。

(e) 「買方」應在本文協定的整個批租年期內自費維持分段行人路或行人道(連同該處之樓梯、斜路、照明裝置及自動扶梯)和本特別批地條款指定提供的「行人走道」，以保持其功用及狀態良好堅固，並全面令「署長」滿意。

(II) 公契條款

第I節第7B條訂明，訂立「商業發展項目」的相關「副公契」之前，「商業發展項目」「業主」應自費負責維修構成「商業發展項目」一部份的「24小時行人走道」範圍，以保持其在妥善及維修充足和狀態良好，全面令地政總署署長滿意。

公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

第III節第37(bp)條訂明，遵從第I節第7B條規定，「經理人」有權維修「24小時行人走道」，以保持其在妥善及維修充足和狀態良好，全面令地政總署署長滿意。為免存疑，倘若「商業發展項目」尚未訂立相關「副公契」，「經理人」毋須維修「24小時行人走道」。

3. 於「批地文件」中第(18)特別批地條款中所指的「有蓋行人天橋」

(I) 「批地文件」條款

第(18)條特別批地條款訂明：

(a) 「買方」必須在2015年6月30日之前(或「署長」批准之其他期限)自費以「署長」全面滿意的方式興建：

(i) 一座單層有蓋行人天橋連同「署長」指定或批准的所有支承件及連接段，位置為本文所夾附圖則註明為「規定提供行人天橋」的地點，以連接「該地段」及現已或將會建於該處的一座或多座建築物與現於土地註冊處註冊名為粉嶺上水市地段第195號之毗連地段(有蓋行人天橋連同支承件及連接段以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應採用「署長」指定或批准的物料，同時符合「署長」指定或批准的標準、樓層、定線、佈局和設計，包括但不限於提供和興建支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯和「署長」自行酌情為必要的內外配件及固定裝置與照明裝置。「有蓋行人天橋」內部的淨闊度必須為6米，內部最低淨空高度為2.3米，現有道路路面或地面對上的最低垂直淨空高度(二者取其較高)為5.1米。於本特別批地條款，「署長」就甚麼構成現有路面水平和現有地面水平的決定將作終論，並對「買方」約束；及

(ii) 將會建於「該地段」各建築物的支承件及連接段，其規格、連接點和樓層由「署長」就着「有蓋行人天橋」指定或批准，以便在該處興建「有蓋行人天橋」，讓行人經由「有蓋行人天橋」往來「行人走道」及本文第(17)條特別批地條款訂明的內部分段行人路或行人道。

(b) 如「買方」不在本特別批地條款(a)、(e)及(f)次條所載「署長」的指定期限內履行該條所載的責任，「政府」可執行必要興建或維修工程，費用則由「買方」承擔。「買方」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「買方」約束。為執行上述工程，「政府」、其官員、代理、承辦商、工人或其他正式授權人員均擁有不間斷的自由權，可於任何合理時間進入「該地段」或其任何部份及建於該處的任何建築物。倘因「政府」、其官員、代理、承辦商、工人或其他正式授權人員行使本次條所賦予的進入權導致或引致「買方」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其官員、代理、承辦商、工人或其他正式授權人員概毋須就此承擔責任，「買方」不得就此向「政府」或上述人等索償。

(c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」不可作任何其他用途。

(ii) 如非「署長」批准或指定，「買方」不可使用或允許或容忍他人使用「有蓋行人天橋」或其任何部份內部或外部作廣告用途或展示任何招牌、告示或海報。

(iii) 「買方」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(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免費及暢通無阻地步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」，以作任何合法用途。

(d) 如「買方」、其僱傭、工人及承辦商因應「有蓋行人天橋」的興建、改建、修理和維持工程作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員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、收費或索求，「買方」必須向彼等賠償並確保其負責。

(e) 「買方」應在本文協定的整個批租年期內，自費管理及維持「有蓋行人天橋」，以保持其功用及狀態良好堅固，全面令「署長」滿意。

(f) 如「該地段」或該處任何部份進行重建，以致必須拆卸「有蓋行人天橋」或其任何部份，「買方」應在「署長」指定的期限內自費以「署長」滿意的方式進行更換工程，以興建及完成建造新的有蓋行人天橋連同支承件、連接段、有蓋樓梯或其他行人天橋附屬構築物或其任何部份，設計、物料、寬度、樓層和位置由「署長」批准或指定。除非「署長」另行決定，否則本特別批地條款將全面適用於新建的有蓋行人天橋、支承件、連接段、有蓋樓梯及其他行人天橋附屬構築物，而「有蓋行人天橋」一詞將相應詮釋。

(g) 茲現明確協議、聲明及訂明，「買方」承擔本文第(17)及(18)(c)(iv)條特別批地條款指定的責任，概不表示「買方」或「政府」擬撥供或同意撥供此等分段行人道或行人路、「行人走道」或「有蓋行人天橋」供公眾通行。

(h) 現明確協議及聲明，任何人士均不可鑒於本文第(17)及(18)(c)(iv)條特別批地條款訂明「買方」承擔的責任而預期或索償任何寬免，或關於額外上蓋面積或地積比率的權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，「買方」現明確放棄任何及所有關於《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率的寬免的申索或相關權利。

(II) 公契條款

第III節第38(d)條訂明，「經理人」有權保養、管理、維持、修理及清潔將會根據「政府批地書」第(18)(a)(i)條特別批地條款興建之「有蓋行人天橋」或其任何部分或任何更換件，以保持其在妥善及維修充足和狀態良好，全面令地政總署署長滿意。

B. 有關的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或休憩用地的資料

1. 於「批地文件」中第(2)、(3)、(4)及(5)特別批地條款中所指的「綠色範圍」

(I) 「批地文件」條款

第(2)條特別批地條款訂明：

(a) 「買方」必須：

(i) 於2015年6月30日之前(或「署長」批准之其他延長期限)自費以「署長」批准的方式及物料，標準、樓層、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 在本文所夾附圖則以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)進行鋪設、塑造、表面整飾及排水設施工程；及

(II) 提供和興建「署長」自行酌情為需要的橋、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」)

以致可在「綠色範圍」建造建築物及可供車輛和行人往來。

(ii) 於2015年6月30日之前(或「署長」批准之其他延長期限)自費以「署長」滿意的方式在「綠色範圍」表面整飾、建造路緣及渠道，以及按「署長」要求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、交通燈、街道傢俬及道路標記；及

(iii) 自費維持「綠色範圍」和「構築物」及在該處興建、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、交通燈、街道傢俬、道路標記及機器，以令「署長」滿意，直至「綠色範圍」按照本文第(3)條特別批地條款交回「政府」為止。

(b) 如「買方」不在本特別批地條款(a)次條指定期限內履行該條所載的責任，「政府」可執行必要工程，費用則由「買方」承擔。「買方」需在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「買方」約束。

(c) 倘因「買方」履行本特別批地條款(a)次條所訂責任或「政府」行使本特別批地條款(b)次條所訂權利而導致或引致「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」概毋須就此承擔任何責任。「買方」不得就此向「政府」、「署長」或其授權官員索償。

第(3)條特別批地條款訂明：

為進行本文第(2)特別批地條款所訂的必要工程，「買方」將於本「協議」生效日獲授予「綠色範圍」的佔管權。「綠色範圍」應在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「買方」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。「買方」佔管「綠色範圍」期間，必須在所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據本文第(2)條特別批地條款等進行的工程不會干預或妨礙通行。

第(4)條特別批地條款訂明：

「買方」如非事前獲「署長」書面同意，不可在「綠色範圍」存放物品或搭建任何臨時構築物，又或作執行本文第(2)條特別批地條款所訂工程以外的其他用途。

第(5)條特別批地條款訂明：

「買方」在佔管「綠色範圍」期間，於所有合理時間均要：

(a) 允許「署長」、其官員、承辦商及任何其他獲其授權的人士有權進出及再進出和行經「該地段」及「綠色範圍」，以便檢查、檢驗及監督遵照本文第(2)(a)條特別批地條款進行的工程，以及執行、檢查、檢驗及監督遵照本文第(2)(b)條特別批地條款訂明的工程，以及「署長」視為必要的「綠色範圍」內其他工程；

(b) 允許「政府」及「政府」授權的相關公用事業公司有權按需要進出及再進出和行經「該地段」及「綠色範圍」，以便於「綠色範圍」或任何毗連土地進行任何工程，包括但不限於鋪設及其後維修所有必要水管、電線、管道、電線槽及其他導體和輔助設備，藉此提供擬供「該地段」或任何毗連或毗鄰土地或樓宇使用的電話、電力、氣體(如有者)及其他服務。「買方」應與「政府」及其正式授權的相關公用事業公司充分合作，以處理關乎上述擬於「綠色範圍」進行的工程之所有事宜；及

(c) 允許「水務監督」官員及其授權之其他人士有權按需要進出及再進出和行經「該地段」及「綠色範圍」，以

便執行任何關於運作、維修、修理、更換及更改「綠色範圍」內任何其他水務裝置的工程。

第(6)條特別批地條款訂明：

倘因「政府」、其官員、代理、承辦商及根據本文第(5)條特別批地條款獲授權的任何其他人士或公用事業公司行使權利而導致或引致「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」概毋須就此承擔任何責任。

(II) 公契條款

第III節第37(b)條訂明，「經理人」有權維修「綠色範圍」連同「構築物」及在該處興建、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務項件、街燈、交通燈、街道傢俬、道路標記及機器，以令地政總署署長滿意，直至「綠色範圍」按照「政府批地書」第(3)條特別批地條款交回「政府」為止。

2. 於「批地文件」中第(17)特別批地條款中所指的「行人走道」

(I) 「批地文件」條款

第(17)(c)、(d)及(e)條特別批地條款訂明：

(c) 「買方」應自費以「署長」全面滿意的方式提供行人走道，寬度不可少於6米及不可多於9米(以下簡稱「行人走道」)，以連通本文第(18)(a)條特別批地條款所載的「有蓋行人天橋」及「該地段」。

(d) 「買方」應在本文協定的整個批租年期內維持「行人走道」開放，每日24小時供公眾免費使用，暢通無阻地步行或乘坐輪椅通行及再通行，以作任何合法用途。

(e) 「買方」應在本文協定的整個批租年期內自費維持分段行人路或行人道(連同該處之樓梯、斜路、照明裝置及自動扶梯)和本特別批地條款指定提供的「行人走道」，以保持其功用及狀態良好堅固，並全面令「署長」滿意。

(II) 公契條款

第I節第7B條訂明，訂立「商業發展項目」的相關「副公契」之前，「商業發展項目」業主應自費負責維修構成「商業發展項目」一部分的「24小時行人走道」範圍，以保持其在妥善及維修充足和狀態良好，全面令地政總署署長滿意。

第III節第37(bp)條訂明，遵從第I節第7B條規定，「經理人」有權維修「24小時行人走道」，以保持其在妥善及維修充足和狀態良好，全面令地政總署署長滿意。為免存疑，倘若「商業發展項目」尚未訂立相關「副公契」，「經理人」毋須維修「24小時行人走道」。

3. 於「批地文件」中第(18)特別批地條款中所指的「有蓋行人天橋」

(I) 「批地文件」條款

第(18)條特別批地條款訂明：

(a) 「買方」必須在2015年6月30日之前(或「署長」批准之其他期限)自費以「署長」全面滿意的方式興建：

(i) 一座單層有蓋行人天橋連同「署長」指定或批准的所有支承件及連接段，位置為本文所夾附圖則註明為「規定提供行人天橋」的地點，以連接「該地段」及現已或將會建於該處的一座或

公共設施及公眾休憩用地的資料

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

多座建築物與現於土地註冊處註冊名為粉嶺上水市地段第195號之毗連地段(有蓋行人天橋連同支承件及連接段以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應採用「署長」指定或批准的物料,同時符合「署長」指定或批准的標準、樓層、定線、佈局和設計,包括但不限於提供和興建支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯和「署長」自行酌情為必要的內外配件及固定裝置與照明裝置。「有蓋行人天橋」內部的淨闊度必須為6米,內部最低淨空高度為2.3米,現有道路路面或地面對上的最低垂直淨空高度(二者取其較高)為5.1米。於本特別批地條款,「署長」就甚麼構成現有路面水平和現有地面水平的決定將作終論,並對「買方」約束;及

(ii) 將會建於「該地段」各建築物的支承件及連接段,其規格、連接點和樓層由「署長」就着「有蓋行人天橋」指定或批准,以便在該處興建「有蓋行人天橋」,讓行人經由「有蓋行人天橋」往來「行人走道」及本文第(17)條特別批地條款訂明的內部分段行人路或行人道。

(b) 如「買方」不在本特別批地條款(a)、(c)及(f)次條所載「署長」的指定期限內履行該條所載的責任,「政府」可執行必要興建或維修工程,費用則由「買方」承擔。「買方」需在「政府」通知時支付相等於有關費用的款項,金額由「署長」指定,而其決定將作終論並對「買方」約束。為執行上述工程,「政府」、其官員、代理、承辦商、工人或其他正式授權人員均擁有不間斷的自由權,可於任何合理時間進入「該地段」或其任何部份及建於該處的任何建築物。倘因「政府」、其官員、代理、承辦商、工人或其他正式授權人員行使本次條所賦予的進入權導致或引致「買方」招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、其官員、代理、承辦商、工人或其他正式授權人員概毋須就此承擔責任,「買方」不得就此向「政府」或上述人等索償。

(c) (i) 除供公眾步行或乘坐輪椅通行外,「有蓋行人天橋」不可作任何其他用途。

(ii) 如非「署長」批准或指定,「買方」不可使用或允許或容忍他人使用「有蓋行人天橋」或其任何部份內部或外部作廣告用途或展示任何招牌、告示或海報。

(iii) 「買方」不可作出任何行為或允許或容忍他人作出任何行為,以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾,又或造成不便或損害。

(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免費及暢通無阻地步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」,以作任何合法用途。

(d) 如「買方」、其傭僕、工人及承辦商因應「有蓋行人天橋」的興建、改建、修理和維持工程作出或漏作任何行為,以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員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、收費或索求,「買方」必須向彼等賠償並確保其免責。

(e) 「買方」應在本文協定的整個批租年期內,自費管理及維持「有蓋行人天橋」,以保持其功用及狀態良好堅固,全面令「署長」滿意。

(f) 如「該地段」或該處任何部份進行重建,以致必須拆卸「有蓋行人天橋」或其任何部份,「買方」應在「署長」指定的期限內自費以「署長」滿意的方式進行更換工程,以興建及完成建造新的有蓋行人天橋連同支承件、連接段、有蓋樓梯或其他行人天橋附屬構築物或其任何部份,設計、物料、寬度、樓層和位置由「署長」批准或指定。除非「署長」另行決定,否則本特別批地條款將全面適用於新建的有蓋行人天橋、支承件、連接段、有蓋樓梯及其他行人天橋附屬構築物,而「有蓋行人天橋」一詞將相應詮釋。

(g) 茲現明確協議、聲明及訂明,「買方」承擔本文第(17)及(18)(c)(iv)條特別批地條款指定的責任,概不表示「買方」或「政府」擬撥供或同意撥供此等分段行人道或行人路、「行人走道」或「有蓋行人天橋」供公眾通行。

(h) 現明確協議及聲明,任何人士均不可鑒於本文第(17)及(18)(c)(iv)條特別批地條款訂明「買方」承擔的責任而預期或索償任何寬免,或關於額外上蓋面積或地積比率的權利,不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑,「買方」現明確放棄任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之寬免的申索或相關權利。

(II) 公契條款
第III節第38(d)條訂明,「經理人」有權保養、管理、維持、修理及清潔將會根據「政府批地書」第(18)(a)(i)條特別批地條款興建之「有蓋行人天橋」或其任何部份或任何更換件,以保持其在妥善及維修充足和狀態良好,全面令地政總署署長滿意。

C. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章,附屬法例F)第22(1)條而撥供公眾用途的部分的資料

不適用

註:

(1) 訂立「公契」前,「綠色範圍」、「行人走道」及「有蓋行人天橋」所有管理、營運或維持開支由「賣方」獨力承擔。

(2) 訂立「公契」後,所有「住宅單位」「業主」均需透過攤付有關住宅物業的應佔管理開支,按比例繳付「綠色範圍」及「有蓋行人天橋」的管理、營運或維持開支。

(3) 訂立「公契」後,「行人走道」的管理、營運或維持開支由「商業發展項目」「業主」獨力承擔。

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 Green Areas as referred to in Special Condition Nos.(2), (3), (4) and (5) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No. (2) stipulates that:-

(a) The Purchaser shall:

(i) on or before the 30th day of June, 2015 (or such other extended period or periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay, form, surface and drain those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “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 June, 2015 or such other extended period or periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the 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 and road markings 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 plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No. (3) hereof.

(b) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition within the prescribed period or periods stated therein, 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 on 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 fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Special Condition No. (3) stipulates that:-

For the purpose only of carrying out the necessary works specified in Special Condition No. (2) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the 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 allow free access over and along the Green 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 No. (2) hereof or otherwise.

Special Condition No. (4) stipulates that:-

The Purchaser shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (2) hereof.

Special Condition No. (5) stipulates that:-

The Purchaser shall at all reasonable times while he is in possession of the Green Areas:

(a) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) hereof and any other works which the Director may consider necessary in the Green Areas;

(b) 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 and the Green Areas 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 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 neighboring 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; and

(c) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Areas 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.

公共設施及公眾休憩用地的資料

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Special Condition No. (6) stipulates that:-

The Government 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 arising out of or incidental to the exercise of the rights by the Government, its officers, agents, contractors, and any other persons or public utility companies duly authorized under Special Condition No. (5) hereof.

(II) Provisions of the Deed of Mutual Covenant

Clause 37(bo) in Section III stipulates that the Manager shall have the power to maintain 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 plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant.

2. The Pedestrian Walkway as referred to in Special Condition No.(17) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No. (17)(c), (d) and (e) stipulates that:-

(c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway with a width of not less than 6 metres and not more than 9 metres (hereinafter referred to as “the Pedestrian Walkway”) so as to link up the Covered Footbridge referred to in Special Condition No. (18)(a) hereof with the lot.

(d) The Purchaser shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by all members of the public 24 hours a day to pass and repass on foot or by wheelchairs for all lawful purposes free of charge and without any interruption.

(e) 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) and the Pedestrian Walkway required to be provided under this Special Condition in good and substantial condition and repair in all respects to the satisfaction of the Director.

(II) Provisions of the Deed of Mutual Covenant

Clause 7B in Section I stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development, the Owner of the Commercial Development shall at its own costs be responsible for maintaining such portion of the 24-Hour Pedestrian Walkway forming part of the Commercial Development in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 37(bp) in Section III stipulates that subject to Clause 7B in Section I, the Manager shall have the power to maintain the 24-Hour Pedestrian Walkway in good and substantial repair and condition in all

respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development has not yet been executed, the Manager is not required to maintain the 24-Hour Pedestrian Walkway.

3. The Covered Footbridge as referred to in Special Condition No.(18) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No. (18) stipulates that:-

(a) The Purchaser shall on or before the 30th day of June, 2015 or such other date or dates as may be approved by the Director, at the Purchaser’s own expense and in all respects to the satisfaction of the Director construct:

- (i) one single storey covered footbridge together with all supports and connections as shall be required or approved by the Director, at the positions shown and marked “PROPOSED FOOTBRIDGE” on the plan annexed hereto so as to connect the lot and the building or buildings erected or to be erected thereon with the adjacent lot now known and registered in the Land Registry as Fanling Sheung Shui Town Lot No.195 (the covered footbridge together with supports and connections is hereinafter referred to as “the Covered Footbridge”). The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Covered Footbridge shall have a clear internal width of 6 metres, a minimum clear internal headroom of 2.3 metres and a minimum vertical clearance of 5.1 metres above the existing road level or the existing ground level, whichever is the higher. For the purpose of this Special Condition, the decision of the Director as to what constitutes the existing road level and the existing ground level shall be final and binding on the Purchaser; and
- (ii) in the building or buildings to be erected on the lot supports and connections to such specifications and at such points and at such levels as shall be required or approved by the Director for the Covered Footbridge so that the construction of the Covered Footbridge can be carried out thereon and that pedestrian access can be gained over the Covered Footbridge to and from the Pedestrian Walkway and the internal segregated pedestrian ways or paths referred to in Special Condition No. (17) hereof.

(b) In the event of the non-fulfilment of the Purchaser’s obligation under sub-clauses (a), (c) and (f) of this Special Condition within the time limit or limits specified by the Director 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 on 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 right of entry 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.

(ii) The Purchaser shall not use or permit or suffer to be used the Covered Footbridge or any part of it 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 on or to 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 the day or 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 shall indemnify and 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, loss, 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) 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 may be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge together with supports, connections, covered staircase and other ancillary footbridge structures or a part or parts thereof with such design, materials and at such width, levels and positions as the Director may approve or require provided that the whole of this Special Condition shall equally apply to the new covered footbridge, supports, connections, covered staircases and other ancillary footbridge structures unless the Director shall decide otherwise and the expression “Covered Footbridge” shall be construed accordingly.

(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. (17) and (18)(c)(iv) hereof, neither the Purchaser nor the Government intends to dedicate nor consents to any dedication of the segregated pedestrian ways or paths,

the Pedestrian Walkway or the Covered Footbridge 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. (17) and (18)(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 respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

Clause 38(d) in Section III stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge or any part and parts thereof or any replacement thereof to be constructed in accordance with Special Condition No.(18)(a)(i) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

B. Information on any facilities or 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

1. The Green Areas as referred to in Special Condition Nos.(2), (3), (4) and (5) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No. (2) stipulates that:-

(a) The Purchaser shall:

(i) on or before the 30th day of June, 2015 (or such other extended period or periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay, form, surface and drain those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “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 June, 2015 or such other extended period or periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the 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 and road markings 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

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markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No. (3) hereof.

(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition within the prescribed period or periods stated therein, 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 on 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 fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Special Condition No. (3) stipulates that:-

For the purpose only of carrying out the necessary works specified in Special Condition No. (2) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Areas. The Green Areas shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the 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 allow free access over and along the Green 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 No. (2) hereof or otherwise.

Special Condition No. (4) stipulates that:-

The Purchaser shall not without the prior written consent of the Director use the Green Areas for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (2) hereof.

Special Condition No. (5) stipulates that:-

The Purchaser shall at all reasonable times while he is in possession of the Green Areas:

(a) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(2)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (2)(b) hereof and any other works which the Director may consider necessary in the Green Areas;

(b) 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 and the Green Areas 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 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 neighboring 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; and

(c) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Areas 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.

Special Condition No. (6) stipulates that:-

The Government 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 arising out of or incidental to the exercise of the rights by the Government, its officers, agents, contractors, and any other persons or public utility companies duly authorized under Special Condition No. (5) hereof.

(II) Provisions of the Deed of Mutual Covenant

Clause 37(b) in Section III stipulates that the Manager shall have the power to maintain 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 plant constructed, installed and provided thereon or therein to the satisfaction of the Director of Lands until such time as possession of the Green Areas has been re-delivered to the Government in accordance with Special Condition No.(3) of the Government Grant.

2. The Pedestrian Walkway as referred to in Special Condition No.(17) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No. (17)(c), (d) and (e) stipulates that:-

(c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway with a width of not less than 6 metres and not more than 9 metres (hereinafter referred to as "the Pedestrian Walkway") so as to link up the Covered Footbridge referred to in Special Condition No. (18)(a) hereof with the lot.

(d) The Purchaser shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by all members of the public 24 hours a day to pass and repass on foot or by wheelchairs for all lawful purposes free of charge and without any interruption.

(e) 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) and the

Pedestrian Walkway required to be provided under this Special Condition in good and substantial condition and repair in all respects to the satisfaction of the Director.

(II) Provisions of the Deed of Mutual Covenant

Clause 7B in Section I stipulates that prior to the execution of the relevant Sub-Deed of the Commercial Development, the Owner of the Commercial Development shall at its own costs be responsible for maintaining such portion of the 24-Hour Pedestrian Walkway forming part of the Commercial Development in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands.

Clause 37(bp) in Section III stipulates that subject to Clause 7B in Section I, the Manager shall have the power to maintain the 24-Hour Pedestrian Walkway in good and substantial repair and condition in all respects to the satisfaction of the Director of Lands and for the avoidance of doubt, if the relevant Sub-Deed of the Commercial Development has not yet been executed, the Manager is not required to maintain the 24-Hour Pedestrian Walkway.

3. The Covered Footbridge as referred to in Special Condition No.(18) of the Land Grant

(I) Provisions of the Land Grant

Special Condition No. (18) stipulates that:-

(a) The Purchaser shall on or before the 30th day of June, 2015 or such other date or dates as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director construct:

(i) one single storey covered footbridge together with all supports and connections as shall be required or approved by the Director, at the positions shown and marked "PROPOSED FOOTBRIDGE" on the plan annexed hereto so as to connect the lot and the building or buildings erected or to be erected thereon with the adjacent lot now known and registered in the Land Registry as Fanling Sheung Shui Town Lot No.195 (the covered footbridge together with supports and connections is hereinafter referred to as "the Covered Footbridge"). The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The Covered Footbridge shall have a clear internal width of 6 metres, a minimum clear internal headroom of 2.3 metres and a minimum vertical clearance of 5.1 metres above the existing road level or the existing ground level, whichever is the higher. For the purpose of this Special Condition, the decision of the Director as to what constitutes the existing road level and the existing ground level shall be final and binding on the Purchaser; and

(ii) in the building or buildings to be erected on the lot supports and connections to such specifications and at such points and at such levels as shall be required or approved by the Director for the Covered Footbridge so that the construction of the Covered Footbridge can be carried out thereon and that pedestrian access can be gained over the Covered Footbridge to and from the Pedestrian Walkway and the

internal segregated pedestrian ways or paths referred to in Special Condition No. (17) hereof.

(b) In the event of the non-fulfilment of the Purchaser's obligation under sub-clauses (a), (c) and (f) of this Special Condition within the time limit or limits specified by the Director 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 on 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 right of entry 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.

(ii) The Purchaser shall not use or permit or suffer to be used the Covered Footbridge or any part of it 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 on or to 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 the day or 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 shall indemnify and 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, loss, 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) 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 may be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge together with supports, connections, covered staircase and other

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ancillary footbridge structures or a part or parts thereof with such design, materials and at such width, levels and positions as the Director may approve or require provided that the whole of this Special Condition shall equally apply to the new covered footbridge, supports, connections, covered staircases and other ancillary footbridge structures unless the Director shall decide otherwise and the expression "Covered Footbridge" shall be construed accordingly.

(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. (17) and (18)(c)(iv) hereof, neither the Purchaser nor the Government intends to dedicate nor consents to any dedication of the segregated pedestrian ways or paths, the Pedestrian Walkway or the Covered Footbridge 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. (17) and (18)(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 respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(II) Provisions of the Deed of Mutual Covenant

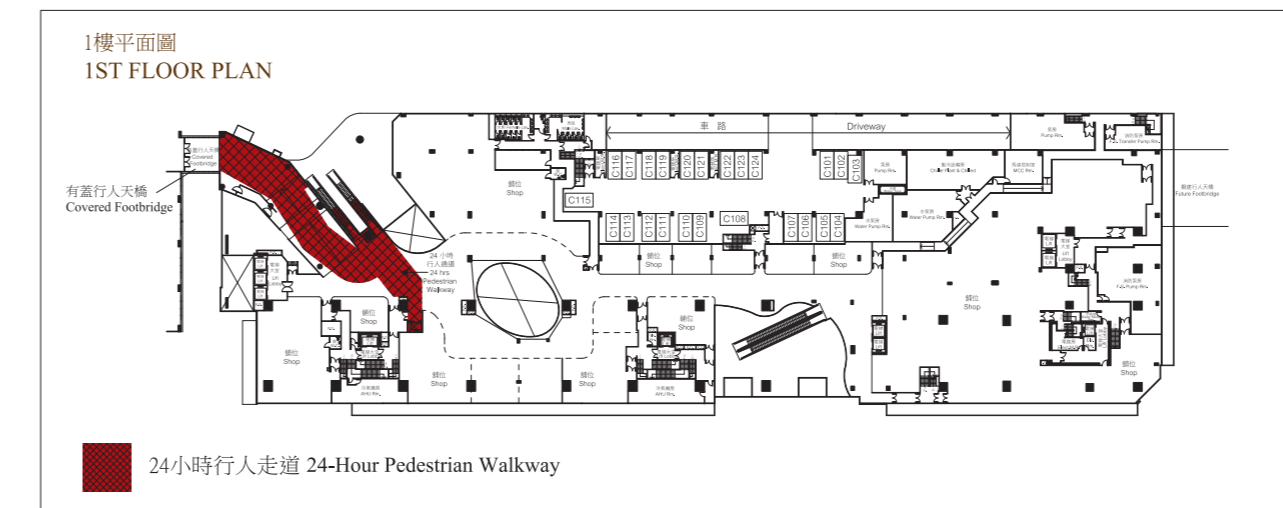
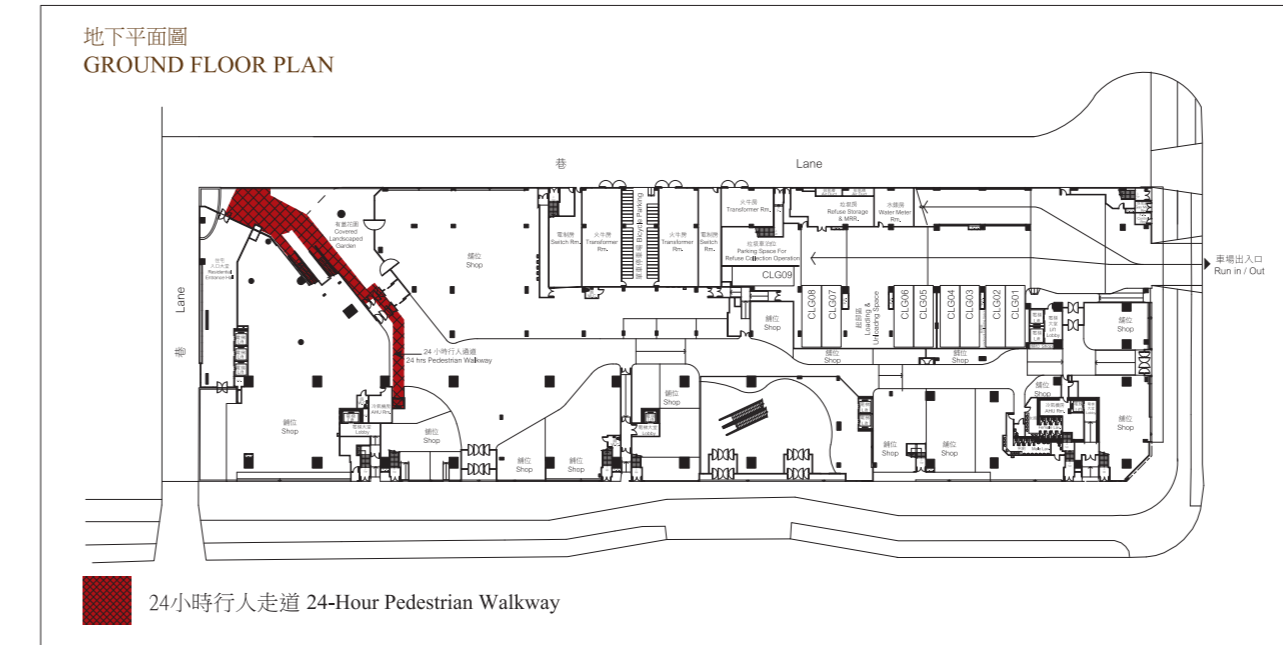
Clause 38(d) in Section III stipulates that the Manager shall have the power to upkeep, manage, maintain, repair and clean the Covered Footbridge or any part and parts thereof or any replacement thereof to be constructed in accordance with Special Condition No.(18)(a)(i) of the Government Grant in good and substantial repair and condition and in all respects to the satisfaction of the Director of Lands.

C. 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.

Remarks:

- (1) Prior to the execution of the Deed of Mutual Covenant, all expenses of managing, operating or maintaining the Green Areas, the Pedestrian Walkway and the Covered Footbridge are borne by the Vendor solely.
- (2) After the execution of the Deed of Mutual Covenant, all Owners of the Residential Units are required to meet a proportion of the expense of managing, operating or maintaining the Green Areas and the Covered Footbridge through the management expenses apportioned to the residential properties concerned.
- (3) After the execution of the Deed of Mutual Covenant, the Pedestrian Walkway shall be managed, operated and maintained at the sole expense of the Owner of the Commercial Development.



附於批地文件的圖
PLAN ANNEXED TO THE LAND GRANT

