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1. The Development is constructed on Tseung Kwan O Town Lot No. 113 (the “**Lot**”).

2. The lease term of the Lot granted under New Grant No.21282 (the “**Land Grant**”) commences from 6 September 2011 until 5 September 2061.

3. Indemnity by Purchaser

General Condition No.12 of the Land Grant stipulates that :-

“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 (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 the Conditions or in breach thereof.”

4. Maintenance

General Condition No. 14 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) of this General Condition) in accordance with these Conditions:

- (i) maintain all buildings in accordance with any approved design and disposition and any approved building plans without variation or modification thereto;
- (ii) maintain all buildings erected or which may hereafter be erected in accordance

with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

- (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the 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.”

5. Private streets, roads and lanes

General Condition No. 16 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.”

6. Building covenant

Special Condition No. (2) 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 30th day of September 2016.”

7. User

Special Condition No. (3) 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 for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) 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 for which it is designed, constructed, and intended to be used in accordance with these Conditions and the approved design and disposition under Special Condition No. (6)(h) hereof.”

8. Landscaping

Special Condition No. (5) 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.
- (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (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

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Areas referred to in Special Condition No. (21)(a)(v) hereof.”

9. Recreational facilities

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

- “(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.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (6)(c)(i) hereof, subject to Special Condition No. (40)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):
- (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No.(21)(a)(v) hereof;
 - (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.”

10. Office accommodation for watchmen and caretakers

Special Condition No. (10)(a)(ii) of the Land Grant provides that office accommodation for watchmen or caretakers or both provided within the Lot shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the Lot.

11. Quarters for watchmen and caretakers

Special Condition No. (11)(a)(ii) of the Land Grant provides that quarters for watchmen or caretakers or both provided within the Lot shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the Lot.

12. Owners’ Corporation/Owners’ Committee Office

Special Condition No. (12)(a)(i) of the Land Grant provides that the office for the use of the Owners’ Corporation or the Owners’ Committee provided within the Lot shall not be used for any purpose other than for meetings and administrative work of the Owners’ Corporation or Owners’ Committee formed or to be formed in respect of the Lot and the buildings erected or to be erected thereon.

13. Pedestrian Links

- Special Condition No. (13) of the Land Grant stipulates that :-
- “(a) The Purchaser shall within such time limit as specified under Special Condition No. (2) hereof 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 may be required or approved by the Director (which segregated pedestrian ways or paths together with such stairs, ramps, lightings and escalators are hereinafter collectively referred to as “the Pedestrian Links”).

- (b) The Pedestrian Links 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 may be required or approved by the Director; and
 - (ii) link up all major facilities within the lot including the shops, residential blocks, open space and community facilities provided thereon, the Proposed Footbridge (as defined in Special Condition No. (14)(a) hereof) and the Covered Footbridge (as defined in Special Condition No. (15)(a) hereof).
- (c) The Purchaser shall throughout the term hereby agreed to be granted maintain at his own expense the Pedestrian Links in good and substantial repair and condition to the satisfaction of the Director.”

14. Footbridge Supports and Connections

- Special Condition No. (14)(a) to (l) of the Land Grant stipulates that :-
- “(a) The Purchaser shall within such time limit as specified under Special Condition No. (2) hereof at his own expense and in all respects to the satisfaction of the Director erect, provide and construct within the lot structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways as may

be required by the Director (which structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways are hereinafter collectively referred to as “the Footbridge Supports and Connections”) for linking the lot with the proposed footbridge which shall have a minimum clear internal width of 8.5 metres and a minimum clear internal headroom of 2.3 metres and may be located at the approximate position as shown and marked “PROP. FB1” on the plan annexed hereto or at such other position as the Director in his sole discretion shall require (hereinafter referred to as “the Proposed Footbridge”).

- (b) The Footbridge Supports and Connections shall be constructed at such levels and locations, in such width, with such materials and to such standards, alignment, disposition and design as may be required or approved by the Director and shall be designed as capable of accepting the loadings of the Proposed Footbridge.
- (c) The Purchaser shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director upkeep, manage, maintain and repair the Footbridge Supports and Connections in good and substantial repair and condition.
- (d) Throughout the term hereby agreed to be granted, there is reserved unto the Government, its officers, agents, contractors, workmen, and licensees and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel at all times free of all costs and charges:
- (i) the right to connect the Proposed Footbridge to the Footbridge Supports and Connections;
 - (ii) the right of support and protection for the Proposed Footbridge;

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- (iii) the right to inspect, repair and maintain the Proposed Footbridge and to carry out any works which the Director in his absolute discretion considers necessary in connection with the Proposed Footbridge; and
- (iv) the right to enter into, upon and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected thereon with or without motor vehicles, tools, equipment, plant or machinery for the purposes of sub-clauses (d)(i) and (d)(iii) of this Special Condition.
- (e) When called upon to do so by the Director, the Purchaser or the manager appointed in accordance with the DMC referred to in Special Condition No. (21)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridge or any replacement thereof referred to in sub-clause (j) of this Special Condition to be connected thereto. The Purchaser, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.
- (f) The Purchaser acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Proposed Footbridge will be constructed in the future and the Government shall be under no liability whatsoever to the Purchaser for any claim, loss or damage

howsoever arising therefrom or in connection therewith or as a consequence thereof if the Proposed Footbridge will not be constructed in the future.

- (g) The Purchaser shall throughout the term hereby agreed to be granted at all times during the day and night and during the existence of the Proposed Footbridge and in compliance with any requirements which the Director may impose, permit the public for all lawful purposes freely and without payment of any nature whatsoever without any interruption to pass and repass on foot or by wheelchair the Footbridge Supports and Connections and to enter upon and pass and repass through such part or parts of the lot and any building or buildings erected or to be erected thereon as are necessary for the purpose of gaining access to and from the Proposed Footbridge or any replacement thereof referred to in sub-clause (j) of this Special Condition.
- (h) In the event of the non-fulfilment of the Purchaser's obligations under sub-clauses (a), (c), (e) and (i) of this Special Condition within the time limit or limits specified by the Director, 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. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen and other duly authorized personnel with or without tools, equipment, machinery or motor vehicles shall have free and uninterrupted light 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 or any other person 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.

- (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Supports and Connections or any part thereof are required to be demolished, the Purchaser shall, within such time limit specified by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new structural supports, connections, columns, openings and landings or such part thereof together with such escalators, lifts, ramps and stairways at such levels and locations, in such width, with such materials and of such standards, alignment, disposition and design as the Director shall approve or require. All reference to "the Footbridge Supports and Connections" in these Conditions shall be deemed to refer to the said new structural supports, connections, columns, openings and landings together with such escalators, lifts, ramps and stairways.
- (j) In the event of demolition of the Proposed Footbridge and a new footbridge is to be constructed to replace the same, the Government, its officers, agents, contractors, workmen, and licensees and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel shall at all times and free of all costs and charges have the same rights as set out in sub-clauses (d)(i), (d)(ii), (d)(iii) and (d)(iv) of this Special Condition in relation to such new footbridge.
- (k) The Government, its officers, agents, contractors, workmen and 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 or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (d), (h) and (j) of this Special Condition and

no claim shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

- (l) The Purchaser hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and 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 Footbridge Supports and Connections and the works as required in sub-clause (e) of this Special Condition."

15. Construction of Covered Footbridge

Special Condition No. (15)(a) to (f) of the Land Grant stipulates that :-

"(a) The Purchaser shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at the Purchaser's 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 provide and construct:

- (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 the said single storey covered footbridge) as shall be required or approved by the Director, in the position shown and marked "PROP. FB2" on the plan annexed hereto or in such other position as may be approved in writing by the Director connecting the lot and the building or buildings erected or to be erected thereon with the lot now known and registered in the Land Registry as

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Tseung Kwan O Town Lot No. 72 and the building or buildings erected thereon at the footbridge supports and connections provided therein, and the said single storey covered footbridge shall have a minimum clear internal width of 8 metres and shall be at a level with a clear headroom of 5.1 metres from and above the street level or at such other levels as may be approved in writing by the Director; and

- (ii) such internal and external fittings and fixtures, lighting fittings, supports, ramps, associated staircases and landings, escalators, lifts and facilities for disabled persons 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 together with all supports and connections and the said facilities are hereinafter collectively referred to as “the Covered Footbridge”, so that pedestrian passage may be carried on along the Covered Footbridge and pedestrian may have access to and from the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the lot. For the purposes of these Conditions, the decision of the Director as to what constitutes the street level shall be final and binding upon the Purchaser.

- (b) Throughout the term hereby agreed to be granted, the Purchaser shall at his own expense upkeep, manage, maintain and repair the Covered Footbridge in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (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 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 the day and night throughout the period during the existence of the Covered Footbridge open the said facilities and 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) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clauses (a), (b) and (e) of this Special Condition within the time limit or limits specified by the Director, 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. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen and 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 with or without tools, equipment, machinery or motor vehicles 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 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.

- (e) 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 specified 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 or such part thereof together with such supports and connections and such other structures and facilities in such manner, with such materials and to such standards, levels, widths, positions, alignment and design as the Director shall approve or require. All reference to “the Covered Footbridge” in these Conditions shall be deemed to refer to the said new covered footbridge together with the said supports and connections and other structures and facilities.
- (f) The Purchaser hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and 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.”

16. Provision of Pedestrian Walkways

Special Condition No. (16)(a) to (d) of the Land Grant stipulates that :-

- “(a) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director provide, manage and maintain within the lot and any building or buildings

erected or to be erected thereon the following two pedestrian walkways (each pedestrian walkway shall comprise such escalators, lifts, staircases and landings, ramps, facilities for disabled persons and such other structures or facilities as may be approved or required by the Director), at such positions and to such standards, levels, alignments and designs as the Director shall require or approve:

- (i) one pedestrian walkway shall have a clear internal width of not less than 6 metres and not more than 10 metres and shall link up the Covered Footbridge and the footpath, pavement or public area at street level adjacent to the lot; and
- (ii) another pedestrian walkway shall be of such width as required or approved by the Director and shall follow the shortest possible routes so as to link up the Proposed Footbridge and the Covered Footbridge.

The said two pedestrian walkways are hereinafter collectively referred to as “the Pedestrian Walkways”.

- (b) The Purchaser shall throughout the term hereby agreed to be granted at all times during the existence of the Pedestrian Walkways and in compliance with any requirements which the Director may impose keep the Pedestrian Walkways open for the use by all members of the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.
- (c) The Director may at his sole discretion decide the whole of the area of the Pedestrian Walkways or any part or parts thereof that may be excluded from the calculation of the gross floor area specified in Special Condition No. (6)(c)(i) hereof.
- (d) The Purchaser hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen and other duly authorized personnel from and against all liabilities and all actions,

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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 workmen and contractors in connection with the provision, management and maintenance of the Pedestrian Walkways.”

17. Open Space

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

- “(a) The Purchaser shall at his own expense and to the satisfaction of the Director provide within the lot areas of open space of not less than 2,300 square metres.
- (b) The open space to be provided in accordance with sub-clause (a) of this Special Condition shall not be used for any purpose other than recreational purpose for the proper use and enjoyment of the lot by 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 said open space shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction.”

18. Parking requirements

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

- “(a)(i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at a rate to be calculated by

reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate for or to a number of the Residential Parking Spaces different from those set out in the table below:

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 12 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 7 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3 residential units or part thereof
Not less than 100 square metres	One space for every residential unit

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of the Residential Parking Spaces to be provided shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i) of this Special Condition. For the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:
- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the

measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (6)(c)(i) hereof; and

- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (6)(c)(i) hereof (which residential common area is hereinafter referred to as “the Residential Common Area”) shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area

x

The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition

The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition

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

the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

- (iv) The spaces provided under sub-clauses (a) (i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b)(i) 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 at the following rates unless the Director consents to another rate:
- (I) one space for every 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 office purpose; and
- (II) one space for every 50 square metres or part thereof of the first 2,000 square metres 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 private residential, office, hotel, godown and petrol filling station) purposes and one space for every 200 square metres or part thereof of the remaining gross floor area to be used for such purposes.
- (ii) For the purpose of calculating the number of spaces to be provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition, any floor area to be

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used for parking, loading and unloading purposes shall be excluded.

- (iii) The spaces provided under sub-clauses (b)(i)(I) and (b)(i)(II) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor 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 their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (c)(i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (26) hereof), 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 following rates or at such other rates as may be approved by the Director:-

- (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
- (II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(I) of this Special Condition (as may be varied under Special Condition No. (26) hereof) or part thereof if such part exceeds 100

spaces (subject to a minimum of one space being reserved and designated);

- (III) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(II) of this Special Condition (as may be varied under Special Condition No. (26) hereof) or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and

- (IV) one space out of the spaces provided in accordance with sub-clause (a)(iii) (as may be varied under Special Condition No. (26) hereof) of this Special Condition.

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

- (iii) The spaces provided under sub-clause (c)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall not be used for any purpose other than for the parking of motor vehicles 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 percent of the total number of the Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (as may be varied under Special Condition No. (26) hereof) (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”); and

- (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition (as may be varied under Special Condition No. (26) hereof); and

- (III) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(II) of this Special Condition (as may be varied under Special Condition No. (26) hereof);

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

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

- (iii) The spaces provided under sub-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)(I) and (b)(i)(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.

- (e) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles 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 at a rate of one space for every 15 residential units or part thereof with the size of each residential unit being less than 70 square metres or at such other rates as may be approved by the Director.

- (f)(i) Except for the spaces reserved and designated for disabled persons as referred to in sub-clause (c) of this Special Condition, each of the spaces provided under sub-clauses (a) and (b) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

- (ii) Each of the spaces provided under sub-clause (c) of this Special Condition shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

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

- (iv) Each of the spaces provided under sub-clause (e) of this Special Condition shall be of such dimensions as may be approved in writing by the Director.”

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19. Loading and unloading requirements/Lay-bys for motor vehicles (including taxis)

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

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

- (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit, and for the purpose of this sub-clause (a) (i), detached, semi-detached and terraced houses which are intended for use as single family residences shall not be regarded as a block of residential units;
 - (ii) one space for every 2,000 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 1,000 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 non-industrial (excluding private residential, office, hotel, godown and petrol filling station) purposes.
- (b) Three lay-bys shall be provided at the ground level to the satisfaction of the Director for the picking up and setting down of passengers from motor vehicles (including taxis).
- (c)(i) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (26) hereof) shall measure 3.5 metres

in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

- (ii) One lay-by provided under sub-clause (b) of this Special Condition shall measure 3.5 metres in width and 12.0 metres in length with a minimum headroom of 3.8 metres, and the remaining two lay-bys provided under sub-clause (b) of this Special Condition shall each measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The lay-bys so provided shall not be used for any purpose other than for the picking up and setting down of passengers from motor vehicles (including taxis).
- (d) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(ii) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (26) hereof), any floor area to be used for parking, loading and unloading purposes shall be excluded.”

20. Flexibility in parking provisions

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

- “(a) Notwithstanding sub-clauses (a)(i), (a)(iii), (b)(i), (c)(i), (d)(i) and (e) of Special Condition No. (24) and sub-clauses (a) and (b) of Special Condition No. (25) hereof, the Purchaser may increase or reduce the respective numbers of spaces and lay-bys required to be provided under the said sub-clauses by not more than 5 percent provided that the total number of spaces and lay-bys so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number of spaces required to be provided under sub-clauses (a)(i) and (d)(i)(I) of Special Condition No.

(24) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.”

21. Restriction on alienation of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces

Special Condition No. (28)(a) 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.”

22. Cutting away

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

- “(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the 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.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government’s rights under these Conditions, in particular Special Condition No. (31) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the 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.

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- (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.”

23. Anchor maintenance

Special Condition No. (34) 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 service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the 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.”

24. Spoil or debris

Special Condition No. (35) 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.

- (b) 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.”

25. Damage to Services

Special Condition No. (36) 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 (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 expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The 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 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 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.”

26. Construction of drains and channels

Special Condition No. (37) 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.”

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批地文件的摘要

1. 發展項目興建於將軍澳市地段第113號（「**該地段**」）。

2. 根據第21282號新批地規約（「**批地文件**」），該地段批地年期由2011年9月6日起至2061年9月5日止。

3. 買方須補償

批地文件一般條款第12條規定：-

「買方須補償政府不論因任何違反批地文件的任何條款或署長（其意見為最終意見及對買方具有約束力）認為買方在使用、發展或重建該地段（或其任何部分）時或在該地段上進行的任何活動或任何其他工程，不論上述行為符合或違反本規約而導致毗鄰或毗連土地或該地段遭受破壞或泥土污染及地下水污染所招致的一切各種訴訟、程序、責任、要求、費用、開支、損失（不論是否經濟或其他形式）及申索。」

4. 保養

批地文件一般條款第14條規定：-

「(a) 買方須在整個批租期間按本規約興建或重建（該詞意指以本一般條款(b)款界定的重新開發）時：

(i) 按任何經批准的設計和處置方式及任何經批准圖則保養所有建築物，不得對其作出修改或修訂；

(ii) 按本規約或今後任何合約性更改條文保養已建或今後擬建的一切建築物，使其保持修葺良好堅固和狀況良好的狀態直至租期完結或提前終止時交還。

(b) 如於批租期間任何時候拆卸座落於該地段或其任何部分的任何建築物，買方須以健全及堅實的相同類別之建築物取代該建築物，而新建築物的建築面積不得少於被取代的建

築物，或以經署長批准的類型和價值的建築物取代。如進行上文所指的拆卸工程，買方須於拆卸前一個月向署長提出申請，以取得署長同意在該地段進行有關重建的建設工程，並在取得同意後三個月內展開必要的重建工程，及在署長設定的時限內完成該項工程至其滿意程度。」

5. 私人街、路及徑

批地文件一般條款第16條規定：-

「按本規約的要求而鋪設之任何私人街、路及徑須在署長滿意的地方鋪設，及由署長決定是否納入或剔出出租的範圍，及無論在哪一種情況須在被要求時免費退回予政府。如上述之街、路及徑退回予政府，政府須為其平整、鋪設路邊石、鋪設排水渠（不論是污水渠或雨水渠）、渠道及照明，而該等費用由買方支付，其後之保養由公共開支支付。如上述私人街、路及徑依然為出租土地之其中一部分，買方須自費為其照明、平整、鋪設路邊石、鋪設排水渠、渠道及保養的費用，以達至署長在各方面滿意程度。如因公眾利益需要，署長可進行或安排進行道路街燈之安裝及保養。買方須負責道路街燈安裝的資本成本及允許工人及車輛為安裝及保養道路街燈之目的自由出入及經過該出租土地。」

6. 建築契諾

批地文件特別條款第(2)條規定：-

「買方須開發該地段，在其上興建在一切方面符合本規約和當時在香港所實施的或可能在任何時候實施的一切有關建築、衛生及規劃的條例、附例及規例的建築物，並須於2016年9月30日或之前完成建築和使其適合佔用。」

7. 用途

批地文件特別條款第(3)條規定：-

「(a) 該地段或其任何部分或在該地段已建或擬建的建築物或其任何部分不能用作非工業（不包括倉庫、酒店及加油站）用途以外的任何其他用途。

(b) 該地段或其任何部分或在該地段已建或擬建的任何建築物或其任何部分，除用作本規約及根據特別條款第(6)(h)條批准的設計和處置方式進行設計、建造及擬定之用途外，不得作任何其他用途。」

8. 園景

批地文件特別條款第(5)條規定：-

「(a) 買方須自費向署長呈交一份顯示將於該地段內進行的園景工程的符合本特別條款(b)款的規定的位置、處置和佈局的園藝圖並取得署長批准。

(b)(i) 該地段不少於20%的面積須種植樹木、灌木或其他植物。

(ii) 須於署長單獨酌情決定的位置或水平，在本特別條款(b)(i)款所指的20%面積當中提供不少於50%的面積（下稱「綠化地帶」），讓行人可以見到或任何進入該地段的人士可以前往綠化地帶。

(iii) 署長就哪些由買方建議的園景工程構成本特別條款(b)(i)款所指的20%面積而作出的決定為最終局及對買方具有約束力。

(iv) 署長可單獨酌情決定接納買方建議的其他非植物裝飾以取代種植樹木、灌木或其他植物。

(c) 買方須自費按經批准園藝圖在該地段提供園景，以達至署長在各方面滿意程度。未經署長事先書面同意，不得修訂、更改、改變、變更或替換經批准園藝圖。

(d) 其後買方須自費保養及保持園景工程，使其達致安全、清潔、井然、整齊、能用及健康的狀態，以達至署長滿意程度。

(e) 根據本特別條款提供園景的區域須指定為並構成特別條款第(21)(a)(v)條所指的公用地方之一部分。」

9. 康樂設施

批地文件特別條款第(9)條規定：-

「(a) 買方可於該地段內興建、建造及提供經署長書面批准的康樂設施及其輔帶設施（下稱「設施」）。設施的種類、大小、設計、高度及處置須事先取得署長書面批准。

(b) 為計算特別條款第(6)(c)(i)條所規定的總建築面積的目的，在不抵觸特別條款第(40)(d)條的規定下，任何根據本特別條款(a)款所提供的設施以作該地段上已建或擬建的一或多幢住宅樓宇的所有住客及其真正訪客共同使用及享用不計算在內。署長認為不作此用途的設施餘下的部分須計算在內。

(c) 如設施的任何部分因本特別條款(b)款而從計算建築面積獲得豁免（下稱「獲豁免設施」）：

(i) 獲豁免設施須指派為並成為特別條款第(21)(a)(v)條所指的公用地方；

(ii) 買方須自費使獲豁免設施保持修葺良好堅固和狀況良好並運作獲豁免設施，以達至署長滿意程度；及

(iii) 獲豁免設施只可以供該地段上已建或擬建的一或多幢住宅樓宇的住客及其真正的訪客使用，不得供任何其他人士使用。」

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批地文件的摘要

10. 看更及管理員辦事處

批地文件特別條款第(10)(a)(ii)條規定，在該地段內為看更或管理員或兩者提供的辦事處，除用作該地段完全及必要地僱用的看更或管理員或兩者的辦事處外，不得作任何其他用途。

11. 看更及管理員宿舍

批地文件特別條款第(11)(a)(ii)條規定，在該地段內為看更或管理員或兩者提供的宿舍，除用作該地段完全及必要地僱用的看更或管理員或兩者的宿舍外，不得作任何其他用途。

12. 業主立案法團／業主委員會辦事處

批地文件特別條款第(12)(a)(i)條規定，在該地段內為業主立案法團或業主委員會提供的辦事處，除用作就該地段及該地段上已建或擬建的建築物所成立或將會成立的業主立案法團或業主委員會舉行會議或執行行政工作外，不得作任何其他用途。

13. 行人路

批地文件特別條款第(13)條規定：-

「(a) 買方須於特別條款第(2)條規定的期限內就本特別條款(b)款規定之目的，自費在署長批准的位置以其要求或批准的方式、材料、標準、水平、準線及設計，鋪設、建設、提供、建造及鋪好隔離行人路或行人徑（連同署長絕對酌情下要求的樓梯、斜道、照明及扶手電梯）（該等隔離行人路或行人徑連同樓梯、斜道、照明及扶手電梯以下統稱「行人路」），以達至署長在各方面滿意程度。

(b) 行人路須採用最短可行路線並設有上蓋，而且其建造和設計能達至以下目的：

(i) 在署長要求或批准的建築物地點及水平連接至該地段上擬興建的每座建築物；及

(ii) 連接該地段內所有主要設施，包括商店、住宅樓宇、休憩用地及在該處提供的社區設施、擬建的行人天橋（定義見特別條款第(14)(a)條）及有蓋行人天橋（定義見特別條款第(15)(a)條）。

(c) 買方須於批地文件約定的批租年期内，自費保養行人路，使其保持良好狀況及修葺妥善以達至署長滿意程度。」

14. 行人天橋承托物和接駁處

批地文件特別條款第(14)(a)至(l)條規定：-

「(a) 買方須於特別條款第(2)條規定的期限內自費在該地段內興建、提供和建造結構性承托物、接駁處、樁柱、開口位及梯台連同署長要求的扶手電梯、升降機、斜道和樓梯（該等結構性承托物、接駁處、樁柱、開口位及梯台連同扶手電梯、升降機、斜道和樓梯以下統稱「行人天橋承托物和接駁處」）以達至署長在各方面滿意程度，以連接該地段至擬建的行人天橋，其最低室內淨闊度須為8.5米，而最低室內淨空高度須為2.3米，其大約位置在附錄於批地文件的圖則上以「PROP. FBI」顯示及標示，或署長單獨酌情要求的其他位置（下稱「擬建的行人天橋」）。

(b) 行人天橋承托物和接駁處須於署長要求或批准的水平及位置，以其要求或批准的闊度、材料、標準、準線、處置及設計建造，且其設計必須能夠承受擬建的行人天橋的負荷。

(c) 買方須於批地文件約定的批租年期内，自費維護、管理、保養及維修行人天橋承托物和接駁處，使其保持良好狀況及修葺妥善，以達至署長在各方面滿意程度。

(d) 於批地文件約定的批租年期内，須保留權利予政府、政府人員、其代理、承判商、工人、獲許可人士及任何鄰近土地擁有人、其代理、承判商、工人、僱員、獲許可人士及其他獲正式授權人士在所有時候行使以下權利而毋須支付任何費用及收費：

(i) 連接擬建的行人天橋至行人天橋承托物和接駁處的權利；

(ii) 承托和保護擬建的行人天橋的權利；

(iii) 檢查、維修及保養擬建的行人天橋，以及對擬建的行人天橋進行署長絕對酌情決定為必要的工程的權利；及

(iv) 為了本特別條款(d)(i)及(d)(iii)款之目的，帶同或不帶同車輛、工具、設備、機械或機器進入及通過該地段或其任何部分，以及身處、通過該地段上已建或擬建的任何一或多座建築物或其任何部分，或停留在該等建築物之上或之下的權利。

(e) 如署長提出要求，買方或根據特別條款第(21)(a)(i)條所指的公契獲委任為該地段當時的管理人或根據《建築物管理條例》成立有關該地段的業主立案法團須自費進行署長要求或批准的所有必要工程，以達至署長在各方面滿意程度，藉以將該地段已建或擬建的一或多座建築物任何開口位臨時封閉，以便將擬建的行人天橋或其在本特別條款(j)款所指的任何代替品接駁至該等開口位。買方、所述管理人或所述業主立案法團（視情況而定）須於開口位臨時封閉的任何時候自費負責其保養，以達至署長滿意程度。

(f) 買方確認及同意，政府在任何方面，不論憑藉本規約或政府因行使本特別條款所賦予的權利而採取的行動，並無聲明或保證會在日後建造擬建的行人天橋。如果將來沒有建造擬建的行人天橋，政府毋須對買方因此產

生或引起或招致的任何索償、損失或損害承擔任何責任。

(g) 在批地文件約定的批租年期内，買方須於擬建的行人天橋存在期間及在符合署長所訂的任何規定下，在白天及晚上所有時間准許公眾人士為所有合法目的自由地、免繳任何性質的費用及不受任何干擾下在必要時徒步或坐輪椅往復經過行人天橋承托物和接駁處，以及進入、往復經過及通過該地段任何部分及該地段上已建或擬建的任何一或多座建築物，以便往返擬建的行人天橋或本特別條款(j)款所指的任何代替品。

(h) 如買方未能在署長規定的時限內履行其在本特別條款(a)、(c)、(e)及(i)款的義務，政府可進行必要的工程，而費用一概由買方負責，買方須在政府要求時向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局並對買方具有約束力。政府、政府人員、其代理、承判商、工人及其他獲正式授權人士有權在所有合理時間，帶同或不帶同工具、設備、機械或汽車自由及不受干擾地進入該地段或其任何部分，以及該地段上已建或擬建的任何一或多座建築物，以便進行前述的工程。政府、政府人員、其代理、承判商、工人或其他獲正式授權人士毋須對其行使本特別條款賦予的進入權而引起或附帶引起或令買方蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而買方不得就任何該等損失、損害、滋擾或干擾，向政府、政府人員、其代理、承判商、工人或其他獲正式授權人士索償。

(i) 若因該地段或其任何部分進行任何重建而需拆卸行人天橋承托物和接駁處或其任何部分，買方須於署長規定的時限內自費按照署長批准或要求的水平、位置和闊度，以其批准或要求的材料、標準、準線、處置及設計建造和完成新的結構性承托物、接駁處、樁柱、開口位及梯台或其任何部分連同扶手電梯、升降機、斜道和樓梯取代行人天橋承托物和

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接駁處或其任何部分，以達至署長在各方面滿意程度。凡在本規約中提及「行人天橋承托物和接駁處」時，須當作提及該等新的結構性承托物、接駁處、樁柱、開口位及梯台連同扶手電梯、升降機、斜道和樓梯。

- (j) 若拆卸擬建的行人天橋及建造新的行人天橋作替代，政府、政府人員、其代理、承判商、工人及獲許可人士及任何鄰近地段的擁有人、其代理、承判商、工人、僱員、獲許可人士及其他獲正式授權人士有權在所有時候對該條新的行人天橋享有本特別條款(d)(i)、(d)(ii)、(d)(iii)及(d)(iv)款所列的相同權利而毋須支付任何費用及收費。

- (k) 政府、政府人員、其代理、承判商、工人及其他獲正式授權人士毋須對其行使本特別條款(d)、(h)及(j)款賦予的權利而引起或附帶引起或令買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而買方不得就任何該等損失、損害、滋擾或干擾，向政府、政府人員、其代理、承判商、工人或其他獲正式授權人士索償。

- (l) 對於買方、其僱員、工人及承判商因進行或遺漏辦理任何有關行人天橋承托物和接駁處的建造、修改、維修及保養事宜及本特別條款(e)款要求的工程而引起或導致任何性質的一切責任、訴訟、程序、費用、申索、開支、損失、損害賠償、收費及要求，買方須向政府、政府人員、其代理、承判商、工人及其他獲正式授權人士作出彌償並確保他們免責。」

15. 建造有蓋行人天橋

批地文件特別條款第(15)(a)至(f)條規定：-

- 「(a) 如署長提出要求，買方須於署長規定的時限內自費按照署長批准或要求的方式，以其批准或要求的材料、標準、水平、闊度、準線及設計：-

- (i) 在附錄於批地文件的圖則上以「PROP. FB2」顯示及標示的位置或署長書面批准的其他位置提供及建造一條單層有蓋行人天橋連同署長要求或批准的所有承托物及接駁處（包括署長絕對酌情決定下認為該單層有蓋行人天橋未來任何擴建所需的任何承托物及接駁處），以便將該地段及其上已建或擬建的一或多座建築物接駁至目前稱為及在土地註冊處登記為將軍澳市地段第72號的地段及其上已建或擬建的一或多座建築物所提供的行人天橋承托物和接駁處。該條單層有蓋行人天橋的最低室內淨闊度須為8米，而其淨空高度須為街道地面或署長書面批准的其他水平之上5.1米；及

- (ii) 提供及建造內部及外部裝置及固定附著物、照明裝置、承托物、斜道、相關樓梯及梯台、扶手電梯、升降機、供傷殘人士使用的設施及署長單獨酌情要求的其他構築物或設施（所有該等裝置、承托物及設施以下統稱「所述設施」）

以達至署長在各方面滿意程度，該條單層有蓋行人天橋連同所有承托物、接駁處及所述設施以下統稱「有蓋行人天橋」，以便行人通行有蓋行人天橋及可以從有蓋行人天橋往返毗鄰該地段在街道地面的行人道、行人路或公眾地方。就本規約而言，署長就如何構成街道地面作出的決定為最終局並對買方具有約束力。

- (b) 買方須於批地文件約定的批租年期内，自費維護、管理、保養及維修有蓋行人天橋，使其保持修葺良好堅固和狀況良好的狀態，以達至署長在各方面滿意程度。

- (c)(i) 除作為所有公眾人士徒步或坐輪椅通過的用途外，有蓋行人天橋不得作任何其他用途。

- (ii) 除非已獲署長批准或要求，買方不得使用或允許或容許他人使用有蓋行人天橋任何部分（不論外部或內部）作廣告用途或用作展示任何招牌、通告或海報。

- (iii) 買方不得在有蓋行人天橋作出或允許或容許他人作出任何事宜，以致可能或已經對任何在有蓋行人天橋之下通過的人士或車輛或任何毗鄰或鄰近地段或處所任何業主或佔用人造成滋擾、騷擾、不便或損害。

- (iv) 買方須於有蓋行人天橋存在的整段期間，在白天及晚上所有時間開放所述設施及容許所有公眾人士為所有合法目的自由地及免繳任何性質的費用下，徒步或坐輪椅往復通過、途經、通過、越過或上落有蓋行人天橋。

- (d) 如買方未能在署長規定的時限內履行其在本特別條款(a)、(b)及(c)款的義務，政府可進行必要的工程，而費用一概由買方負責，買方須在政府要求時向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終局並對買方具有約束力。政府、政府人員、其代理、承判商、工人及其他獲正式授權人士有權在所有合理時間自由及不受干擾地進入該地段或其任何部分，以及該地段上已建或擬建的任何一或多座建築物，以便進行所述的工程。政府、政府人員、其代理、承判商、工人或其他獲正式授權人士帶同或不帶同工具、設備、機械或汽車毋須對其行使本特別條款賦予的進入權而引起或附帶引起或令買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾承擔任何責任，買方不得就任何該等損失、損害、滋擾或干擾，向政府、政府人員、其代理、承判商、工人或其他獲正式授權人士索償。

- (e) 如果該地段或其任何部分進行任何重建，致使有蓋行人天橋或其任何部分須予拆卸，買

方須於署長規定的期限內，自費按照署長批准或要求的方式、材料、標準、水平、闊度、位置、準線及設計，建造及完成新的有蓋行人天橋或其任何部分連同承托物和接駁處及其他構築物及設施作替代，以達至署長滿意程度。凡在本規約中提及「有蓋行人天橋」時，須當作提及該條新的有蓋行人天橋連同該等承托物、接駁處、其他構築物及設施。

- (f) 對於買方、其僱員、工人及承判商因進行或遺漏辦理任何有關有蓋行人天橋的建造、修改、維修及保養事宜而引起或導致任何性質的一切責任、訴訟、程序、費用、申索、開支、損失、損害賠償、收費及要求，買方須向政府、政府人員、其代理、承判商、工人及其他獲正式授權人士作出彌償並確保他們免責。」

16. 提供行人通道

批地文件特別條款第(16)(a)至(d)條規定：-

- 「(a) 買方須自費在署長要求或批准的位置，以其要求或批准的標準、水平、準線及設計在該地段及該地段已建或擬建的任何一或多座建築物內提供、管理及保養以下兩條行人通道（每條行人通道須包括署長批准或要求的扶手電梯、升降機、樓梯及梯台、斜道、供傷殘人士使用的設施及其他構築物或設施），以達至署長在各方面滿意程度：

- (i) 其中一條行人通道的室內淨闊度須不少於6米及不多於10米，用以連接有蓋行人天橋至毗鄰該地段在街道地面的行人道、行人路或公眾地方；及

- (ii) 另一條行人通道的闊度須為署長要求或批准的闊度，並且採用最短可行路線以便連接擬建的行人天橋及有蓋行人天橋。

該兩條行人通道以下統稱「行人通道」。

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- (b) 在批地文件約定的批租年期内，買方須於行人通道存在的整個期間及在符合署長所訂的任何規定下，將行人通道每日24小時開放給所有公眾人士為所有合法目的、免繳任何性質的費用及不受任何干擾下徒步或坐輪椅使用。
- (c) 署長可單獨酌情決定將行人通道或其任何部分的全部面積不包括在計算特別條款第(6)(c)(i)規定的建築面積之內。
- (d) 對於買方、其工人及承判商因進行或遺漏辦理任何有關提供、管理及保養行人通道的事宜而引起或導致任何性質的一切責任、訴訟、程序、費用、申索、開支、損失、損害賠償、收費及要求，買方須向政府、政府人員、其代理、承判商、工人及其他獲正式授權人士作出彌償並確保他們免責。」

17. 休憩用地

批地文件特別條款第(17)條規定：-

- 「(a) 買方須自費在該地段內提供面積不少於2,300平方米的休憩用地以達至署長滿意程度。
- (b) 按照本特別條款(a)款提供的休憩用地除供該地段上已建或擬建的一或多幢建築物的住客及佔用人及其真正的賓客或訪客為康樂目的而適當地使用和享用該地段外，不得作任何其他用途。有關該休憩用地的位置、建造、服務、園景、植物、處理及提供的設備和設施，均須符合署長的要求及達至署長在各方面滿意程度。」

18. 泊車規定

批地文件特別條款第(24)條規定：-

- 「(a)(i) 須於該地段內提供車位，用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌及屬於該地段已建或擬建的

建築物住宅單位住客及其真正的賓客、訪客或獲邀人士的汽車（下稱「住宅車位」），以達至署長滿意程度；住宅車位須根據一個參照該地段已建或擬建的住宅單位各自面積後計算的比例（如下表所列）提供，或按照署長同意的一個有別於下表所列的住宅車位比例或數目提供：

每個住宅單位面積	將予提供的住宅車位數目
少於40平方米	每12個住宅單位或其部分設有一個車位
不少於40平方米，但少於70平方米	每7個住宅單位或其部分設有一個車位
不少於70平方米，但少於100平方米	每3個住宅單位或其部分設有一個車位
不少於100平方米	每個住宅單位設有一個車位

- (ii) 就本特別條款(a)(i)款而言，須予提供的住宅車位總數是參照本特別條款(a)(i)款列表中每個住宅單位面積後計算出其各佔的住宅車位合計數目。就本規約而言，以建築面積為單位的「每個住宅單位面積」一詞是指以下(I)和(II)之和：
 - (I) 供住客獨家使用及享用的住宅單位的建築面積，該面積由該單位的圍牆或護牆外圍起計，但如圍牆分隔兩個毗連單位，則須由牆壁的中央起計，而該面積包括該單位的內部間格牆及支柱，但為免疑問，不包括在計算特別條款第(6)(c)(i)條的建築面積時不計算在內的該單位內所有樓面面積；及
 - (II) 住宅單位按比例所佔的住宅公用地方（定義如下）建築面積；計算時，在各個住宅單位圍牆之外供該地段已建或擬建發展項目住宅部分所有

住客共同使用及享用的住宅公用地方的總建築面積（但為免疑問，不包括在計算特別條款第(6)(c)(i)條的建築面積時不計算在內的所有樓面面積）（該等住宅公用地方下稱「住宅公用地方」）須按以下公式分攤予住宅單位：

住宅公用地方的總建築面積

x

根據本特別條款 (a)(ii)(I) 款計算一個住宅單位的建築面積

根據本特別條款 (a)(ii)(I) 款計算的所有住宅單位的總建築面積

- (iii) 若該地段已建或擬建的任何一座住宅樓宇提供超過75個住宅單位，則須按每座該等住宅樓宇增設5個車位的比例或署長批准的其他比例（但最少須增設一個車位），增加額外車位用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌及屬於該地段已建或擬建的一或多座建築物住宅單位住客的真正賓客、訪客或獲邀人士的汽車。
- (iv) 根據本特別條款(a)(i)及(a)(iii)款提供的車位（或會根據特別條款第(26)條作出變動），除用作該等條款各自規定之用途外，不得作任何其他用途，尤其是該等車位不得用作存放、陳列或展示汽車作出售或其他用途或用作提供汽車清潔及美容服務。
- (b)(i) 除非署長同意按照其他比例，否則須按以下比例提供車位，用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌的汽車，以達至署長滿意程度：
 - (I) 按該地段已建或擬建的一或多座作辦公室用途的建築物每200平方米建築面積或其部分設有一個車位的比例提供車位；

(II) 按該地段已建或擬建的一或多座作非工業用途（不包括私人住宅、辦公室、酒店、貨倉及加油站）的建築物的首2,000平方米建築面積每50平方米或其部分設有一個車位的比例提供車位，餘下作該等用途的建築面積則按每200平方米或其部分設有一個車位的比例提供。

- (ii) 為了計算根據本特別條款(b)(i)(I)及(b)(i)(II)款提供的車位數目，任何用作停泊及上落客貨的樓面面積不包括在內。
- (iii) 根據本特別條款(b)(i)(I)及(b)(i)(II)款提供的車位（或會根據特別條款第(26)條作出變動），除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌及屬於該地段已建或擬建的一或多座作各自規定用途的建築物的佔用人及其真正的賓客、訪客或獲邀人士的汽車外，不得作任何其他用途，尤其是該等車位不得用作存放、陳列或展示汽車作出售或其他用途或用作提供汽車清潔及美容服務。
- (c)(i) 在根據本特別條款(a)及(b)款提供的車位（或會根據特別條款第(26)條作出變動）當中，買方須按以下比例或署長批准的其他比例，保留及指定車位用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例之下定義的傷殘人士的汽車：-
 - (I) 在根據本特別條款(a)(i)款提供的每200個車位（或會根據特別條款第(26)條作出變動）或其部分（若該部分超過100個車位）中保留及指定不少於一個車位（最少須保留及指定一個車位）；
 - (II) 在根據本特別條款(b)(i)(I)款提供的每200個車位（或會根據特別條款第

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(26)條作出變動)或其部分(若該部分超過100個車位)中保留及指定不少於一個車位(最少須保留及指定一個車位);	(II) 須根據本特別條款(b)(i)(I)款提供的車位總數(或會根據特別條款第(26)條作出變動)的10%;及	第(26)條作出變動)各自的尺寸須為2.5米闊、5.0米長及最少2.4米高。	(c)(i) 根據本特別條款(a)款提供的裝卸區(或會根據特別條款第(26)條作出變動)各自的尺寸須為3.5米闊、11.0米長及最少4.7米高。除供所述的一或多座建築物的貨車裝卸之用外,該等裝卸區不得作任何其他用途。
(III) 在根據本特別條款(b)(i)(II)款提供的每200個車位(或會根據特別條款第(26)條作出變動)或其部分(若該部分超過100個車位)中保留及指定不少於一個車位(最少須保留及指定一個車位);及	(III) 須根據本特別條款(b)(i)(II)款提供的車位總數(或會根據特別條款第(26)條作出變動)的10%;	(ii) 根據本特別條款(c)款提供的每個車位的尺寸須為3.5米闊、5.0米長及最少2.4米高。	(ii) 根據本特別條款(b)款提供的其中一個停車灣的尺寸須為3.5米闊、12.0米長及最少3.8米高,而根據本特別條款(b)款提供的其餘兩個停車灣各自的尺寸須為2.5米闊、5.0米長及最少2.4米高。所提供的停車灣除供汽車(包括計程車)乘客上落車外,不得作任何其他用途。
(IV) 在根據本特別條款(a)(iii)款提供的車位(或會根據特別條款第(26)條作出變動)中,保留及指定一個車位。	但倘若須予提供的車位數目為小數,則須上調至下一個整數。	(iii) 根據本特別條款(d)款提供的每個車位的尺寸須為1.0米闊、2.4米長及最少2.4米高,或署長書面批准的其他最少高度。	
(ii) 根據本特別條款(c)(i)款提供的車位所在位置及水平須經署長書面批准。	(ii) 住宅電單車車位除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌及屬於該地段已建或擬建的一或多座建築物住宅單位的住客及其真正的賓客、訪客或獲邀人士的電單車外,不得作任何其他用途,尤其是該等車位不得用作存放、陳列或展示汽車作出售或其他用途或用作提供汽車清潔及美容服務。	(iv) 根據本特別條款(e)款提供的每個車位的尺寸須獲署長書面批准。」	
(iii) 根據本特別條款(c)(i)款提供的車位(或會根據特別條款第(26)條作出變動),除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例之下定義的傷殘人士及屬於該地段已建或擬建的一或多座建築物的住客或佔用人及其真正的賓客、訪客或獲邀人士的汽車外,不得作任何其他用途,尤其是該等車位不得用作存放、陳列或展示汽車作出售或其他用途或用作提供汽車清潔及美容服務。	(iii) 根據本特別條款(d)(i)(II)及(d)(i)(III)款提供的車位,除用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌及屬於該地段已建或擬建的一或多座作本特別條款(b)(i)(I)及(b)(i)(II)款各自規定之用途的建築物的佔用人及其真正的賓客、訪客或獲邀人士的電單車外,不得作任何其他用途,尤其是該等車位不得用作存放、陳列或展示汽車作出售或其他用途或用作提供汽車清潔及美容服務。		(d) 為了計算根據本特別條款(a)(ii)及(a)(iii)款提供的裝卸區數目(或會根據特別條款第(26)條作出變動),任何用作停泊及上落客貨的樓面面積不包括在內。」
(d)(i) 除非署長同意按照其他比例,否則須按以下的比例在該地段內提供車位,用作停泊根據《道路交通條例》、該條例下任何規例及任何修訂法例發牌的電單車,以達至署長滿意程度:	(e) 須按每15個各自面積少於70平方米的住宅單位或其部分設有一個車位的比例或署長批准的其他比例提供車位,用作停泊屬於該地段已建或擬建的建築物住宅單位的住客及其真正的賓客、訪客或獲邀人士的單車,以達至署長滿意程度。		
(I) 須根據本特別條款(a)(i)款提供的住宅車位總數(或會根據特別條款第(26)條作出變動)的10%(下稱「住宅電單車車位」);及	(f)(i) 除保留予及指定供本特別條款(c)款所指的傷殘人士使用的車位外,根據本特別條款(a)及(b)款提供的車位(或會根據特別條款		
		19. 裝卸規定／汽車(包括計程車)停車灣	
		批地文件特別條款第(25)條規定:-	
		「(a) 須按以下比例在該地段內提供裝卸區供貨車裝卸使用,以達至署長滿意程度:	
		(i) 按該地段已建或擬建的一或多座建築物每800個住宅單位或其部分設有一個裝卸區的比例或署長批准的其他比例提供,但該地段已建或擬建的每幢住宅樓宇至少須設有一個裝卸區,該裝卸區須位於每幢住宅樓宇毗連地方或每幢住宅樓宇之內,而就本(a)(i)款而言,擬作為單一家庭住宅的獨立式、半獨立式或併聯式洋房不當作一幢住宅樓宇;	
		(ii) 按該地段已建或擬建的一或多座作辦公室用途的建築物每2,000平方米建築面積或其部分設有一個裝卸區的比例提供;及	
		(iii) 按該地段已建或擬建的一或多座作非工業用途(不包括私人住宅、辦公室、酒店、貨倉及加油站)的建築物每1,000平方米建築面積或其部分設有一個裝卸區的比例提供。	
		(b) 須於地面提供三個停車灣供汽車(包括計程車)乘客上落車,以達至署長滿意程度。	
			20. 泊車條文的彈性處理
			批地文件特別條款第(26)條規定:-
			「(a) 即使特別條款第(24)條(a)(i)、(a)(iii)、(b)(i)、(c)(i)、(d)(i)及(e)款及特別條款第(25)條(a)及(b)款有任何規定,買方可以將該等條款規定提供的車位及停車灣數目增加或減少不超過5%,但車位及停車灣增加或減少的總數不得超過50個。
			(b) 除了本特別條款(a)款作出的規定外,買方可以將特別條款第(24)條(a)(i)及(d)(i)(I)款規定提供的車位數目增加或減少不超過5%(毋須考慮根據本特別條款(a)款計算的車位數目)。」
			21. 轉讓住宅車位及住宅電單車車位的限制
			批地文件特別條款第(28)(a)條規定:-
			「(a) 即使已遵守及符合本規約至署長滿意程度,也不得將住宅車位及住宅電單車車位:-

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(i) 轉讓，除非：

(I) 連同賦予該地段上已建或擬建的一或多幢建築物住宅單位的專用權及獨有享有權的該地段的不可分割份數，以；或

(II) 轉讓予已擁有該地段的不可分割份數（賦予該地段上已建或擬建的一或多幢建築物住宅單位的專用權及獨有享有權）之擁有人；或

(ii) 分租（除非分租予該地段上已建或擬建的一或多幢建築物住宅單位的住戶）。

但該地段上已建或擬建的一或多幢建築物任何一個住宅單位之業主或住戶在任何情況下不可購入或分租入合共多於三個住宅車位及住宅電單車車位。」

22. 分割

批地文件特別條款第(32)條規定：-

「(a) 如果任何土地需要或已經被分割、清除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該地段內或任何政府土地內，旨在或關聯於構建、平整或開發該地段或其中任何部分或買方按本規約需要進行的任何其他工程，或作任何其他用途，買方須自費進行與建設該等斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與承托該地段和任何毗鄰或毗連政府土地或已出租土地內的土地，以及避免與防止其後發生的任何塌方、山泥傾瀉或地陷。買方須在批地文件同意授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或輔助工程或其他工程處於修葺良好堅固和狀況良好的狀態，使署長各方面滿意。

(b) 本特別條款(a)款的任何規定，不得影響政府在本規約下的權利，尤其是特別條款第(31)條下的權利。

(c) 倘若因為任何構建、平整、開發或買方進行其他工程或任何其他原因而任何時候引起塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或已出租土地，買方須自費進行修復原狀及為其作出補償，以達至署長滿意程度並對上述塌方、山泥傾瀉或地陷造成政府、其代理人及承建商承受、遭受或產生一切費用、收費、損害賠償、要求及索償作出彌償。

(d) 除了對違反本規約的任何其他權利或補償外，署長有權發出書面通知要求買方進行、修建及保養該土地、斜坡處理工程、護土牆或其他承托物、保護物及排水或輔助工程或其他工程或恢復原狀及為任何塌方、山泥傾瀉或地陷作出補償。如買方忽略或未能在該通知指定的時期內遵從該通知的要求以達至署長滿意程度，署長可立即執行與進行任何必要工程。買方須在要求時歸還政府因此產生的費用連同任何行政費和專業費用及開支。」

23. 維修地樁

批地文件特別條款第(34)條規定：-

「當在開發或重建該地段或其中任何部分時已安裝預應力地樁，買方須在預應力地樁整個使用期限期間自費對其進行定期保養和監察，以達致署長滿意程度並在署長不時單獨酌情要求時向署長提交所有上述監察工程的報告及資料。如買方忽略或未能進行要求的監察工程，署長可立即進行上述監察工程，而買方須在要求時付還其開支給政府。」

24. 廢石方或瓦礫

批地文件特別條款第(35)條規定：-

「(a) 倘若從該地段或該地段的任何發展項目影響的其他區域腐蝕、沖刷或傾倒泥土、廢石方、瓦礫、建築廢料或建築材料（以下統稱「廢物」）到公共小巷或道路或路渠、前灘或海床、污水渠、雨水渠、排水渠、明渠或其他政府物業（以下簡稱「政府的物業」），買方須自費清理該等廢物並為對政府的物業所造成的任何損壞作出補償。買方須對上述腐蝕、沖刷或傾倒而造成私人物業的任何損壞或滋擾所產生的一切訴訟、索償及要對償政府作出彌償。

(b) 儘管本特別條款(a)款有所規定，署長可以（但無義務）應買方的要求在政府的物業清理廢物並對政府的物業所造成的任何損壞作出補償，而買方須在要求時向政府支付有關的費用。」

25. 對服務造成損壞

批地文件特別條款第(36)條規定：-

「買方須於所有時候，特別是在進行任何建築、保養、翻新或維修工程（以下統稱「工程」）期間，採取或促使他人採取一切適當及充分的小心、技巧及預防措施，避免對該地段或其中部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、通道、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下統稱「服務」）造成任何損壞。買方須在進行任何工程之前進行或促使他人進行適當的勘測及必要的了解，確定服務的現況及程度，並提交處理任何可能被工程影響的服務一切方面的建議書給署長，供其審批和必須在取得署長對工程及上述建議書作出的書面批准後才能進行該等工程並自費履行署長在審批時對服務作出的任何要求，包括承擔改道、重鋪或修復的費用。買方須自費維修、彌補及恢復原狀任何因工程對該地段或任何服務以任何方式引起的任何損壞、干擾或阻礙（除非署長另作選擇，明渠、污水渠、雨水渠或總水喉須由署長進行彌補，

而買方須在要求時向政府支付該等工程費用），在一切方面使署長滿意。如果買方未能對該地段或其中部分或任何服務進行任何該等必要的改道、重鋪、維修、彌補及恢復原狀工程，以達至署長滿意程度，署長可進行其認為必要的上述改道、重鋪、維修、恢復原狀或彌補工程，而買方須在要求時向政府支付該等工程的費用。」

26. 建造排水渠及渠道

批地文件特別條款第 (37) 條規定：-

「(a) 買方須自費建造及保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，以達至署長在各方面滿意程度。買方須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠（如已建及試用）的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責。買方須在要求時向政府支付上述連接工程的費用。此外該等連接工程亦可由買方自費進行，以達至署長在各方面滿意程度。在此情況下，上述連接工程的任何一段若在政府土地內修建，必須由買方自費保養，直至要求時由買方移交給政府，由政府出資負責今後的保養。買方須在要求時向政府支付有關上述連接工程的技術檢查之費用。若買方未能保養上述連接工程在政府土地內修建的任何一段，署長可進行其認為必要的保養工程，買方須在要求時向政府支付上述工程的費用。」