CULLINAN WEST III 匯璽

SALES BROCHURE 售樓説明書

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans[1] as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.
- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure you have obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.
- Read through the sales brochure and in particular, check the following information in the sales brochure –
  - whether there is a section on "relevant information" in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as "relevant information";
  - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;
  - interior and exterior fittings and finishes and appliances;
  - the basis on which management fees are shared;
  - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and
  - whether individual owners have responsibility to maintain slopes.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.
- Check the Government land grant on whether individual owners are liable to pay Government rent.
- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a "consumption table" is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.
- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

[1] The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

[2] According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following-

(i) the external dimensions of each residential property;

(ii) the internal dimensions of each residential property;

(iii) the thickness of the internal partitions of each residential property;

(iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.
- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.
- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.
- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.
- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.
- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5 % of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.
- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.
- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).
- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.
- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.
- Before you appoint an estate agent to look for a property, you should -
  - ➢ find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;
  - ➢ find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and
  - ➢ note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.
- Compare the charges of different solicitors.

<u>For first-hand uncompleted residential properties</u>

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.
- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.
- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.
- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

<u>For first-hand uncompleted residential properties and completed residential properties pending compliance</u>

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - ➢ The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is inevitably later than the former.
- Handing over date
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.

[3] Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - strike or lock-out of workmen;
    - riots or civil commotion;
    - force majeure or Act of God;
    - fire or other accident beyond the vendor's control;
    - war; or
    - inclement weather.
  - ➢ The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - ➢ The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority-

Website	:	www.srpa.gov.hk
Telephone	:	2817 3313
Email	:	enquiry_srpa@hd.gov.hk
Fax	:	2219 2220

Other useful contacts:

Consumer Council		
Website	:	www.consumer.org.hk
Telephone	:	2929 2222
Email	:	cc@consumer.org.hk
Fax	:	2856 3611
Estate Agents Authority		
Website	:	www.eaa.org.hk
Telephone	:	2111 2777
Email	:	enquiry@eaa.org.hk
Fax	:	2598 9596
Real Estate Developers Association of Hong Kong		
Telephone	:	2826 0111
Fax	:	2845 2521

Sales of First-hand Residential Properties Authority
Transport and Housing Bureau
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NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

您在購置一手住宅物業之前，應留意下列事項：

<u>適用於所有一手住宅物業</u>

1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：www.srpe.gov.hk），參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

2. 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計管理費、管理費上期金額（如有）、特別基金金額（如有）、補還的水、電力及氣體按金（如有）、以及/或清理廢料的費用（如有）。

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i) 露台；(ii) 工作平台；以及 (iii) 陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭或庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。

[1] 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

[2] 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項 －

(i) 每個住宅物業的外部尺寸；

(ii) 每個住宅物業的內部尺寸；

(iii) 每個住宅物業的內部間隔的厚度；

(iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否關於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；
  - 室內和外部的裝置、裝修物料和設備；
  - 管理費按甚麼基準分擔；
  - 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及
  - 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

- 閱覽政府批地文件和公契（或公契擬稿）。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契（或公契擬稿）的複本，供準買家免費閱覽。
- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。
- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。
- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

8. 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。
- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。
- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。
- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。
- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價**5%**的臨時訂金。
- 如您在訂立臨時買賣合約後**五個工作日**（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。
- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。
- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方(包括其獲授權代表)就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向(不論是否屬明確選擇購樓意向)。因此您不應向賣方或其授權代表提出有關意向。
- 留意在有關住宅物業的銷售開始前，賣方(包括其獲授權代表)不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。
- 您可委託任何地產代理(不一定是賣方所指定的地產代理)，以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。
- 委託地產代理以物色物業前，您應該—
  - ➢ 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；
  - ➢ 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及
  - ➢ 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁(網址：www.eaa.org.hk)，查閱牌照目錄。

12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。
- 比較不同律師的收費。

<u>適用於一手未落成住宅物業</u>

13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。
- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。
- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。
- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

<u>適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業</u>

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。
  - ➢ 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」必定較發展項目的預計關鍵日期遲。
- 收樓日期
  - ➢ 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意(視屬何種情況而定)。
    - 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內(以較早者為準)，就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或
    - 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件(包括佔用許可證)發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。
  - ➢ 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。
- 認可人士可批予在預計關鍵日期之後完成發展項目
  - ➢ 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：
    - 工人罷工或封閉工地；
    - 暴動或內亂；
    - 不可抗力或天災；
    - 火警或其他賣方所不能控制的意外；
    - 戰爭；或
    - 惡劣天氣。
  - ➢ 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。
  - ➢ 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。
- 如對收樓日期有任何疑問，可向賣方查詢。

<u>適用於一手已落成住宅物業</u>

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。
- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

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[3] 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址	:	www.srpa.gov.hk
電話	:	2817 3313
電郵	:	enquiry_srpa@hd.gov.hk
傳真	:	2219 2220

其他相關聯絡資料：

消費者委員會		
網址	:	www.consumer.org.hk
電話	:	2929 2222
電郵	:	cc@consumer.org.hk
傳真	:	2856 3611
地產代理監管局		
網址	:	www.eaa.org.hk
電話	:	2111 2777
電郵	:	enquity@eaa.org.hk
傳真	:	2598 9596
香港地產建設商會		
電話	:	2826 0111
傳真	:	2845 2521

運輸及房屋局
一手住宅物業銷售監管局
2017年 8 月

INFORMATION ON THE PHASE
期數的資料

Name of the Phase of the Development (the "Phase")
Phase 5 of Cullinan West Development (Cullinan West III*)

Name of the street at which the Phase is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase
No. 28 Sham Mong Road

Total number of storeys of each multi-unit building
Tower 6: 45 storeys (excluding B2/F, B1/F, G/F, 1/F, 2/F, 3/F, refuge floor, roof, fan room and water tank room floor, lift machine room floor and top roof)
Tower 7 and Tower 8: 41 storeys (excluding B2/F, B1/F, G/F, 1/F, 2/F, 3/F, refuge floor, roof, fan room and water tank room floor, lift machine room floor and top roof)
Royal Sky Mansion and Aster Sky Mansion: 5 storeys (excluding Nam Cheong Station#, roof and top roof)

Floor numbering in each multi-unit building as provided in the approved building plans for the Phase
Tower 6: 5/F - 12/F, 15/F - 23/F, 25/F - 28/F, 30/F - 33/F, 35/F - 43/F, 45/F - 53/F and 55/F - 56/F
Tower 7 and Tower 8: 5/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F and 45/F - 51/F
Royal Sky Mansion and Aster Sky Mansion: 7/F - 11/F

Omitted floor numbers in each multi-unit building in which the floor numbering is not in consecutive order
Tower 6: 13/F, 14/F, 24/F, 34/F, 44/F and 54/F are omitted
Tower 7 and Tower 8: 13/F, 14/F, 24/F, 34/F, 44/F are omitted
Royal Sky Mansion and Aster Sky Mansion: Not applicable

Refuge floors (if any) of each multi-unit building
Tower 6: 29/F
Tower 7 and Tower 8: 27/F
Royal Sky Mansion and Aster Sky Mansion: Not applicable

This Phase is a complete development pending compliance
(a) The estimated material date for the Phase, as provided by the Authorized Person for the Phase is 10 July 2020.

(b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.

(c) For the purpose of the Agreement for Sale and Purchase, where under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

* Cullinan West III comprises Tower 6, Tower 7, Tower 8, Royal Sky Mansion and Aster Sky Mansion of the Phase.

Royal Sky Mansion and Aster Sky Mansion are erected above Nam Cheong Station.

發展項目的期數(「期數」)的名稱
匯璽發展項目的第5期(匯璽 III*)

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數
深旺道28號

每幢多單位建築物的樓層的總數
第6座：45層(不包括地庫2層、地庫1層、地下、1樓、2樓、3樓、庇護層、天台、通風機房及水缸房層、升降機機房層及頂層天台)
第7座及第8座：41層(不包括地庫2層、地庫1層、地下、1樓、2樓、3樓、庇護層、天台、通風機房及水缸房層、升降機機房層及頂層天台)
皇鑽匯及彗鑽匯：5層(不包括南昌站#、天台及頂層天台)

期數的經批准的建築圖則所規定的每幢多單位建築物內的樓層號數
第6座：5樓至12樓、15樓至23樓、25樓至28樓、30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓
第7座及第8座：5樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓
皇鑽匯及彗鑽匯：7樓至11樓

每幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數
第6座：不設13樓、14樓、24樓、34樓、44樓及54樓
第7座及第8座：不設13樓、14樓、24樓、34樓及44樓
皇鑽匯及彗鑽匯：不適用

每幢多單位建築物內的庇護層(如有的話)
第6座：29樓
第7座及第8座：27樓
皇鑽匯及彗鑽匯：不適用

本期數屬尚待符合條件的已落成發展項目
(a) 由本期數的認可人士提供的本期數的預計關鍵日期為2020年7月10日。

(b) 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。

(c) 為買賣合約的目的，根據批地文件，進行該項買賣，需獲地政總署署長同意，在不局限任何其他可用以證明本期數落成的其他方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為本期數已落成或當作已落成(視屬何情況而定)的確證。

* 匯璽 III包括期數的第6座、第7座、第8座、皇鑽匯及彗鑽匯。

皇鑽匯及彗鑽匯建於南昌站之上。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE
賣方及有參與期數的其他人的資料

Vendor
Nam Cheong Property Development Limited (as "Owner") [1]
Joinyield Limited (as "Person so engaged") [2]

Holding company of the Owner (Nam Cheong Property Development Limited)
West Rail Property Development Limited

Holding companies of the Person so engaged (Joinyield Limited)
Leola Holdings Limited
Wisdom Mount Limited
Data Giant Limited
Sun Hung Kai Properties Limited

Authorized Person for the Phase
Chan Wan Ming

The firm or corporation of which the Authorized Person for the Phase is a proprietor, director or employee in his or her professional capacity
P & T Architects & Engineers Limited

Building contractor for the Phase
Sanfield Building Contractors Limited

The firm of solicitors acting for the Owner in relation to the sale of residential properties in the Phase
Deacons
Slaughter and May
Mayer Brown JSM
Woo Kwan Lee & Lo
Wong & Poon

Authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase
The Hongkong and Shanghai Banking Corporation Limited

Any other person who has made a loan for the construction of the Phase
Sun Hung Kai Properties Holding Investment Limited

Notes:
1 "Owner" means the legal or beneficial owner of the Phase.
2 "Person so engaged" means the person who is engaged by the Owner to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Phase.

賣方
南昌物業發展有限公司(作為"擁有人")[1]
仲益有限公司(作為"如此聘用的人")[2]

擁有人(南昌物業發展有限公司)的控權公司
西鐵物業發展有限公司

如此聘用的人(仲益有限公司)的控權公司
Leola Holdings Limited
Wisdom Mount Limited
Data Giant Limited
新鴻基地產發展有限公司

期數的認可人士
陳韻明

期數的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團
巴馬丹拿建築及工程師有限公司

期數的承建商
新輝建築有限公司

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
的近律師行
司力達律師樓
孖士打律師行
胡關李羅律師行
王潘律師行

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
香港上海滙豐銀行有限公司

已為期數的建造提供貸款的任何其他人
Sun Hung Kai Properties Holding Investment Limited

備註:
1 "擁有人"指期數的法律上的擁有人或實益擁有人。
2 "如此聘用的人"指擁有人聘用以統籌和監管期數的設計、規劃、建造、裝置、完成及銷售的過程的人士。

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a) The vendor# or a building contractor for the Phase is an individual, and that vendor# or contractor is an immediate family member of an authorized person for the Phase.	Not Applicable
(b) The vendor# or a building contractor for the Phase is a partnership, and a partner of that vendor# or contractor is an immediate family member of such an authorized person.	Not Applicable
(c) The vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor# or contractor (or a holding company of that vendor#) is an immediate family member of such an authorized person.	No
(d) The vendor# or a building contractor for the Phase is an individual, and that vendor# or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(e) The vendor# or a building contractor for the Phase is a partnership, and a partner of that vendor# or contractor is an immediate family member of an associate of such an authorized person.	Not Applicable
(f) The vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor# or contractor (or a holding company of that vendor#) is an immediate family member of an associate of such an authorized person.	No
(g) The vendor# or a building contractor for the Phase is an individual, and that vendor# or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(h) The vendor# or a building contractor for the Phase is a partnership, and a partner of that vendor# or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase.	Not Applicable
(i) The vendor# or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor# or contractor (or a holding company of that vendor#) is an immediate family member of a proprietor of such a firm of solicitors.	No
(j) The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor#, holding company or contractor.	No
(k) The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor#, holding company or contractor.	No
(l) The vendor# or a building contractor for the Phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor# or contractor or of a holding company of that vendor#.	No
(m) The vendor# or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor# or contractor.	Not Applicable
(n) The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that vendor#, holding company or contractor.	No
(o) The vendor#, a holding company of the vendor#, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor#, holding company or contractor.	No
(p) The vendor# or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor# or contractor or of a holding company of that vendor#.	A Proprietor of Messrs. Woo Kwan Lee & Lo, Solicitors for the Vendor# is a director of a holding company of the Person so engaged
(q) The vendor# or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor# or contractor.	Not Applicable
(r) The vendor# or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that vendor# or contractor or of a holding company of that vendor#.	No
(s) The vendor# or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that vendor# or of a holding company of that vendor#.	The Building Contractor of the Phase, Sanfield Building Contractors Limited, is an associate corporation of the Person so engaged and of the holding companies of the Person so engaged

Remarks:
A reference to "vendor" here is a reference to either Nam Cheong Property Development Limited (as "Owner") or Joinyield Limited (as "Person so engaged")

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE PHASE
有參與期數的各方的關係

(a) 賣方#或有關期數的承建商屬個人，並屬該期數的認可人士的家人。	不適用
(b) 賣方#或該期數的承建商屬合夥，而該賣方#或承建商的合夥人屬上述認可人士的家人。	不適用
(c) 賣方#或該期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述認可人士的家人。	否
(d) 賣方#或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	不適用
(e) 賣方#或該期數的承建商屬合夥，而該賣方#或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	不適用
(f) 賣方#或該期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述認可人士的有聯繫人士的家人。	否
(g) 賣方#或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(h) 賣方#或該期數的承建商屬合夥，而該賣方#或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	不適用
(i) 賣方#或該期數的承建商屬法團，而該賣方#或承建商(或該賣方#的控權公司)的董事或秘書屬上述律師事務所的經營人的家人。	否
(j) 賣方#、賣方#的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方#、控權公司或承建商最少10%的已發行股份。	否
(k) 賣方#、賣方#的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方#、控權公司或承建商最少1%的已發行股份。	否
(l) 賣方#或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方#、承建商或該賣方#的控權公司的僱員、董事或秘書。	否
(m) 賣方#或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方#或承建商的僱員。	不適用
(n) 賣方#、賣方#的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方#、控權公司或承建商最少10%的已發行股份。	否
(o) 賣方#、賣方#的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方#、控權公司或承建商最少1%的已發行股份。	否
(p) 賣方#或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方#或承建商或該賣方#的控權公司的僱員、董事或秘書。	賣方#代表律師胡關李羅律師行的一位經營人屬如此聘用的人的控權公司的董事。
(q) 賣方#或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方#或承建商的僱員。	不適用
(r) 賣方#或該期數的承建商屬法團，而該期數的認可人士以其專業身分擔任董事或僱員的法團為該賣方#或承建商或該賣方#的控權公司的有聯繫法團。	否
(s) 賣方#或該期數的承建商屬法團，而該承建商屬該賣方#或該賣方#的控權公司的有聯繫法團。	期數承建商新輝建築有限公司屬如此聘用的人及如此聘用的人的控權公司的有聯繫法團。

備註：

提述「賣方」在此即提述南昌物業發展有限公司(作為"擁有人")或仲益有限公司(作為"如此聘用的人")兩者其中一人。

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

There are non-structural prefabricated external walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部份的非結構的預製外牆。
The range of thickness of the non-structural prefabricated external walls of each building:
每幢建築物的非結構的預製外牆的厚度範圍：
Tower 6, Tower 7 and Tower 8: 150mm
第6座、第7座及第8座：150毫米
Royal Sky Mansion and Aster Sky Mansion: Not Applicable
皇鑽匯及彗鑽匯：不適用

There are curtain walls forming part of the enclosing walls of the Phase.
期數有構成圍封牆的一部份的幕牆。
The range of thickness of the curtain walls of each building:
每幢建築物的幕牆的厚度範圍：
Tower 6, Tower 7 and Tower 8: 300mm
第6座、第7座及第8座：300毫米
Royal Sky Mansion and Aster Sky Mansion:300mm
皇鑽匯及彗鑽匯：300毫米

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆及幕牆總面積表

Tower Number 座號	**Floor 樓層**	**Flat 單位**	**Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)**	**Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)**
Tower 6 第 6 座	6/F-12/F, 15/F-23/F, 25/F-28/F, 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 28 樓、30 樓至 33 樓、35 樓至 43 樓、45 樓至 53 樓及 55 樓至 56 樓	A	1.472	2.300
		B	0.415	2.506
		C	0.355	-
		D	0.612	0.844
		E	0.612	0.858
		F	0.356	-
		G	0.356	-
		H	0.424	0.495
		J	0.477	0.640

SCHEDULE OF TOTAL AREA OF THE NON-STRUCTURAL PREFABRICATED EXTERNAL WALLS AND CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的非結構的預製外牆及幕牆總面積表

Tower Number 座號	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m.) 每個住宅物業的非結構的預製外牆的總面積 (平方米)	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Tower 7 第 7 座	6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓	A	0.766	3.927
		B	0.627	-
		C	0.627	-
		D	1.264	-
		E	0.869	-
		F	0.627	-
		G	0.627	-
		H	0.627	-
		J	0.627	-
		K	0.612	0.893
		L	0.248	1.004
Tower 8 第 8 座	6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F and 45/F-51/F 6 樓至 12 樓、15 樓至 23 樓、25 樓至 26 樓、28 樓至 33 樓、35 樓至 43 樓及 45 樓至 51 樓	A	0.353	4.953
		B	0.627	-
		C	0.709	-
		D	0.356	-
		E	0.356	-
		F	0.627	-
		G	0.627	-
		H	0.612	0.626

SCHEDULE OF TOTAL AREA OF THE CURTAIN WALLS OF EACH RESIDENTIAL PROPERTY
每個住宅物業的幕牆的總面積表

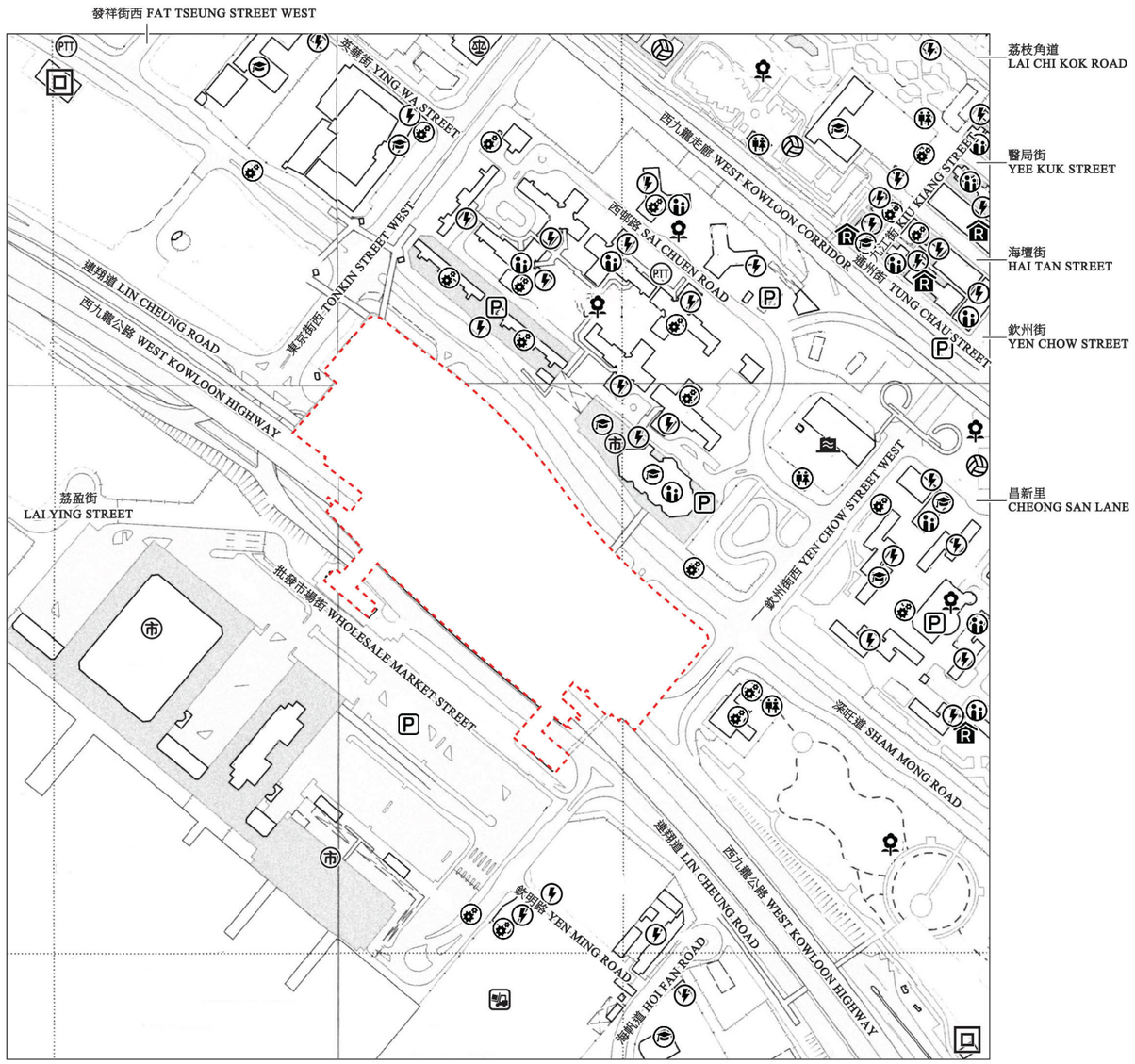
Block Name 大廈名稱	Floor 樓層	Flat 單位	Total area of the curtain walls of each residential property (sq.m.) 每個住宅物業的幕牆的總面積 (平方米)
Royal Sky Mansion 皇鑽匯	8/F-11/F 8 樓至 11 樓	A	9.766
		B	5.276
Aster Sky Mansion 彗鑽匯	8/F-11/F 8 樓至 11 樓	A	5.238
		B	7.209

INFORMATION ON PROPERTY MANAGEMENT
物業管理的資料

The Manager appointed under the executed deed of mutual covenant
MTR Corporation Limited

根據已簽立的公契獲委任的管理人
香港鐵路有限公司

LOCATION PLAN OF THE DEVELOPMENT
發展項目的所在位置圖



SCALE 比例尺

米 metres 100 0 200 400 米 metres

N (北)

Location of the Development
發展項目的位置

The Location Plan is made with reference to the Survey Sheets (Series HP5C) Sheet No. 11-NW-A, 11-NW-B, 11-NW-C and 11-NW-D dated 11th October 2019 from Survey and Mapping Office of the Lands Department with adjustments where necessary.

此位置圖是參考地政總署測繪處之測繪圖(組別編號HP5C)編號11-NW-A、編號11-NW-B、編號11-NW-C及編號11-NW-D出版於2019年10月11日所編製，有需要之處經修正處理。

NOTATION 圖例

- Ventilation Shaft for the Mass Transit Railway
  香港鐵路的通風井
- Power Plant (including Electricity Sub-stations)
  發電廠 (包括電力分站)
- Market (including Wet Market and Wholesale Market)
  市場 (包括濕貨市場及批發市場)
- Public Carpark (including Lorry Park)
  公眾停車場 (包括貨車停泊處)
- Public Convenience
  公廁
- Public Transport Terminal (including Rail Station)
  公共交通總站 (包括鐵路車站)
- Public Utility Installation
  公共事業設施裝置
- Religious Institution (including Church, Temple and Tsz Tong)
  宗教場所 (包括教堂、廟宇及祠堂)
- School (including Kindergarten)
  學校 (包括幼稚園)
- Social Welfare Facilities (including Elderly Centre and Home for the Mentally Disabled)
  社會福利設施 (包括老人中心及弱智人士護理院)
- Sports Facilities (including Sports Ground and Swimming Pool)
  體育設施 (包括運動場及游泳池)
- Public Park
  公園
- Cargo Working Area
  貨物裝卸區
- Sewage Treatment Works and Facilities
  污水處理廠及設施
- Judicial Facilities (including Court and Magistracy)
  司法設施 (包括法院及裁判法院)

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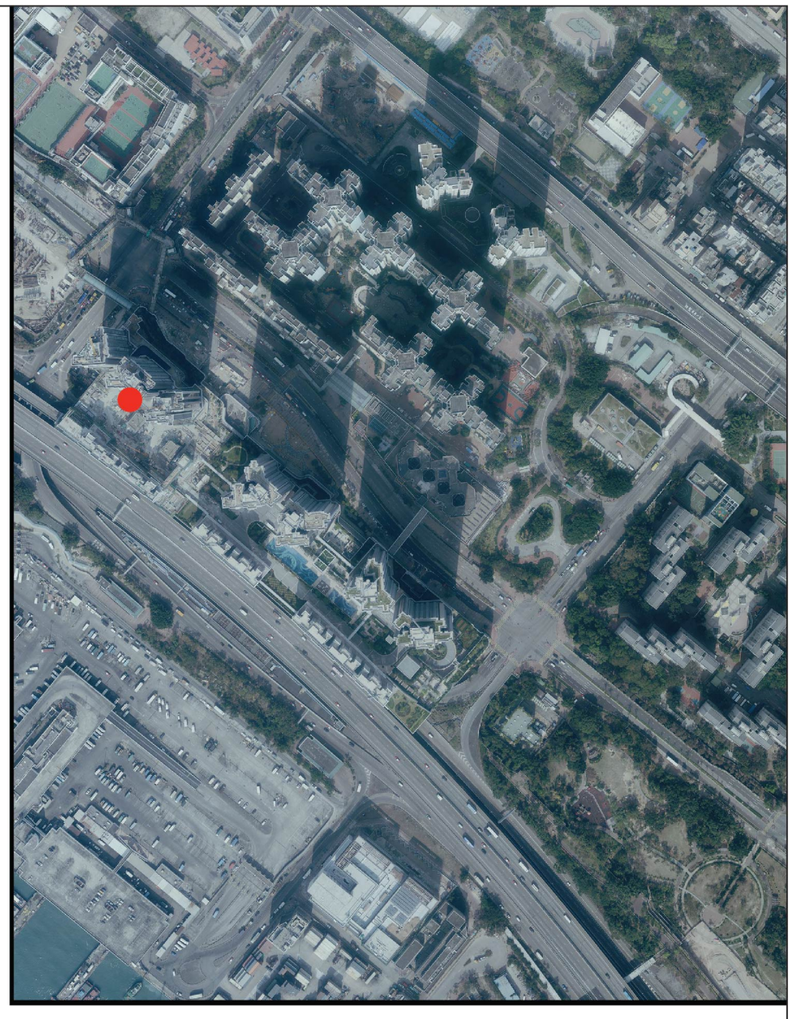
Note:
1. The Vendor advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
2. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註：
1. 賣方建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
2. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片

This blank area falls outside the coverage of the relevant aerial photograph

鳥瞰照片並不覆蓋本空白範圍



Location of the Phase
期數的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E053640C, date of flight: 23 Jan 2019.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E053640C，飛行日期：2019年1月23日。

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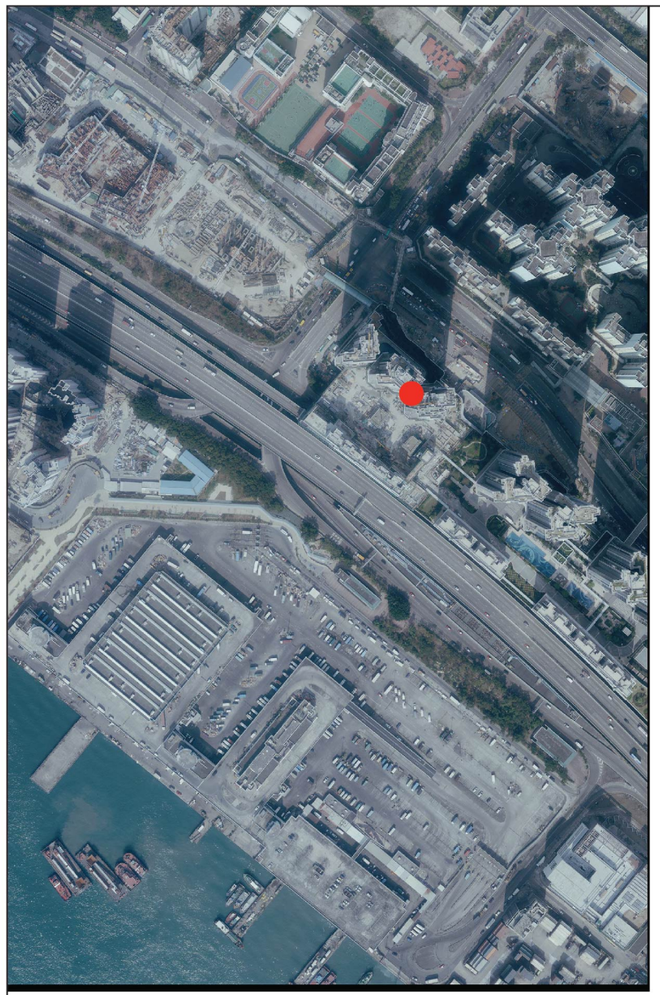
Note:
1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



This blank area falls outside the coverage of the relevant aerial photograph

鳥瞰照片並不覆蓋本空白範圍

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E053642C, date of flight: 23 Jan 2019.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E053642C，飛行日期：2019年1月23日。

● Location of the Phase
期數的位置

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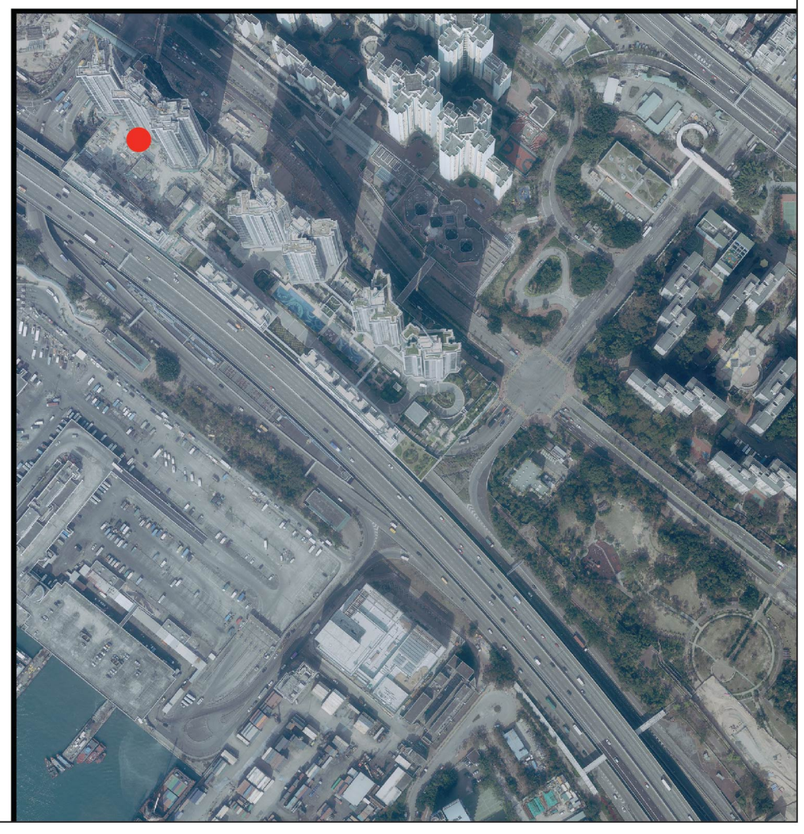
Note:
1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片

This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍



Location of the Phase
期數的位置

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Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E053895C, date of flight: 23 Jan 2019.

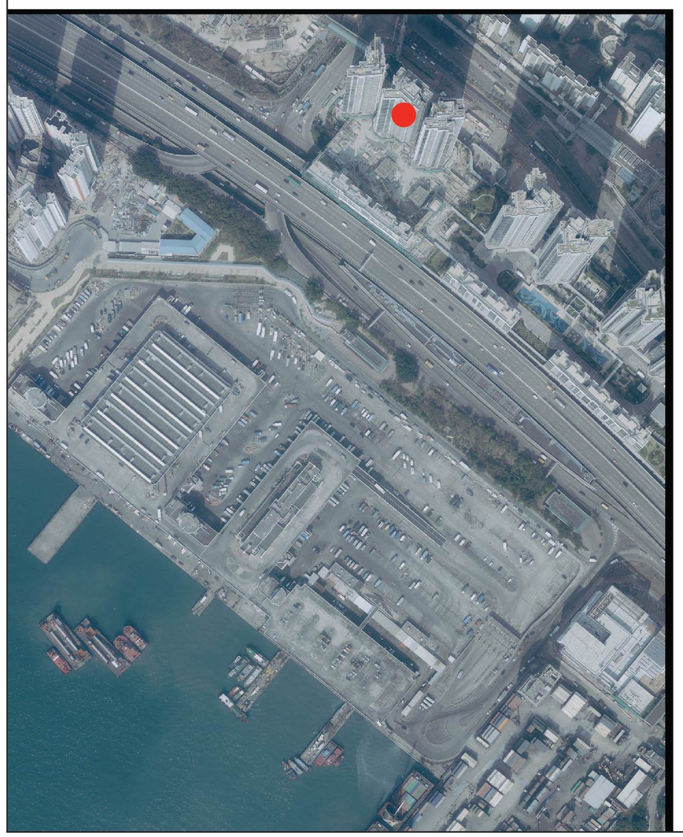
摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E053895C，飛行日期：2019年1月23日。

Note:
1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片

This blank area falls outside the coverage of the relevant aerial photograph
鳥瞰照片並不覆蓋本空白範圍



● Location of the Phase
期數的位置

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Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, photo No. E053897C, date of flight: 23 Jan 2019.

摘錄自地政總署測繪處在6,900呎的飛行高度拍攝之鳥瞰照片，照片編號E053897C，飛行日期：2019年1月23日。

Note:
1. Copy of the aerial photograph of the Phase is available for free inspection at the sales office during opening hours.
2. The aerial photograph may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Phase is irregular.

備註：
1. 期數的鳥瞰照片之副本可於售樓處開放時間內免費查閱。
2. 由於期數的邊界不規則的技術原因，此鳥瞰照片所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

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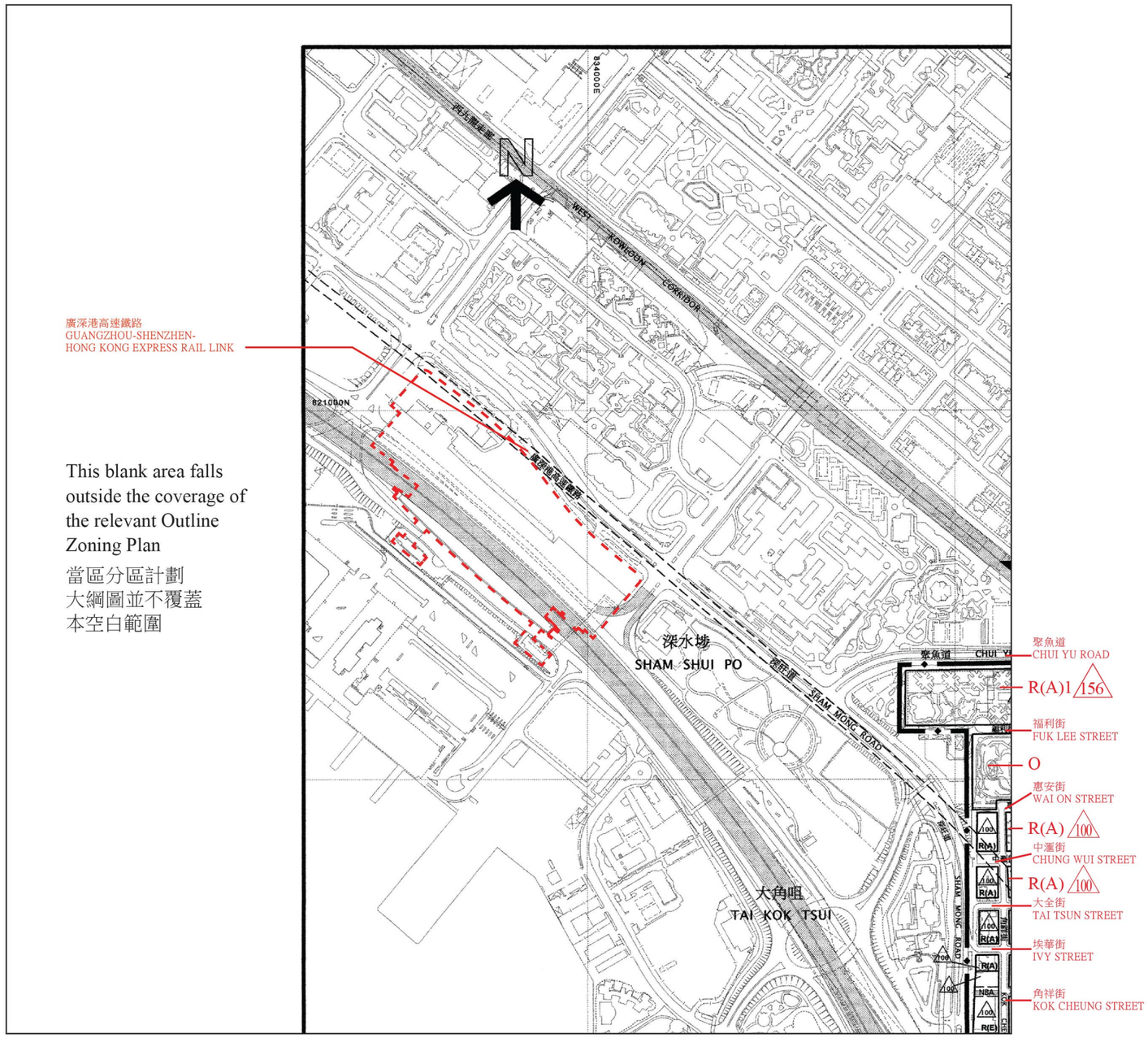
OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖



Extracted from part of the approved Kowloon Planning Area No.3- Mong Kok Outline Zoning Plan No. S/K3/32 gazetted on 18th October 2019, with adjustments where necessary as shown in red.

摘錄自2019年10月18日刊憲之旺角(九龍規劃區第3區)分區計劃大綱核准圖，圖則編號S/K3/32，有需要經修正處理之處以紅色顯示。

NOTATION 圖例

ZONES		**地帶**
RESIDENTIAL (GROUP A)	R(A)	住宅(甲類)
RESIDENTIAL (GROUP E)	R(E)	住宅(戊類)
OPEN SPACE	O	休憩用地
COMMUNICATIONS		**交通**
RAILWAY AND STATION (UNDERGROUND)	車站 STATION	鐵路及車站(地下)
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路
MISCELLANEOUS		**其他**
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100	最高建築物高度(在主水平基準上若干米)
NON-BUILDING AREA	NBA	非建築用地

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大綱圖為規劃署遵照城市規劃委員會指示擬備，版權屬香港特區政府，經地政總署准許複印。

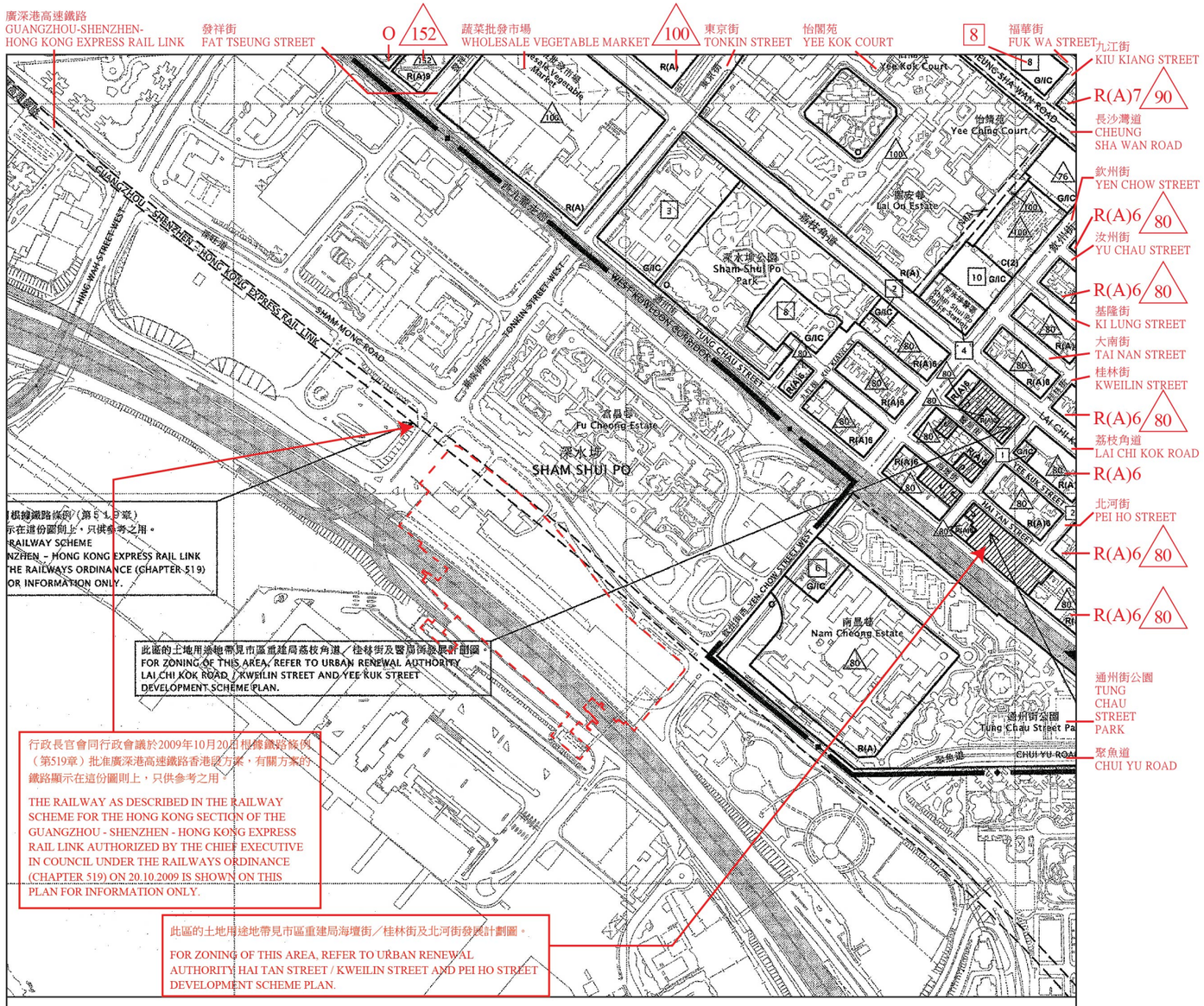
Note:

1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
2. The Vendor also advises prospective purchasers to conduct an on-site visit for a better understanding of the Development site, its surrounding environment and the public facilities nearby.
3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註：

1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方亦建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖



This blank area falls outside the coverage of the relevant Outline Zoning Plan
當區分區計劃大綱圖並不覆蓋本空白範圍

Location of the Development
發展項目的位置

SCALE 比例尺

米 metres 250 0 500 米 metres

N (北)

Extracted from part of the approved Kowloon Planning Area No.5- Cheung Sha Wan Outline Zoning Plan No. S/K5/37 gazetted on 16th December 2016, with adjustments where necessary as shown in red.

摘錄自2016年12月16日刊憲之長沙灣(九龍規劃區第5區)分區計劃大綱核准圖，圖則編號S/K5/37，有需要經修正處理之處以紅色顯示。

NOTATION 圖例

ZONES		**地帶**
COMMERCIAL	C	商業
RESIDENTIAL (GROUP A)	R(A)	住宅(甲類)
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	O	休憩用地
COMMUNICATIONS		**交通**
RAILWAY AND STATION (UNDERGROUND)	車站 STATION	鐵路及車站(地下)
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路
MISCELLANEOUS		**其他**
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
URBAN RENEWAL AUTHORITY DEVELOPMENT SCHEME PLAN AREA		市區重建局發展計劃圖範圍
BUILDING HEIGHT CONTROL ZONE BOUNDARY		建築物高度管制區界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	90	最高建築物高度(在主水平基準上若干米)
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	8	最高建築物高度(樓層數目)
NON-BUILDING AREA	NBA	非建築用地

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Note:
1. The last updated Outline Zoning Plan and the attached schedule as at the date of printing of the sales brochure is available for free inspection at the sales office during opening hours.
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3. The plan may show more than the area required under the Residential Properties (First-hand Sales) Ordinance due to technical reason that the boundary of the Development is irregular.

備註：
1. 在印刷售樓說明書當日所適用的最近期分區計劃大綱圖及其附表，可於售樓處開放時間內免費查閱。
2. 賣方亦建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
3. 由於發展項目的邊界不規則的技術原因，此圖所顯示的範圍可能超過《一手住宅物業銷售條例》所規定的範圍。

OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖

834 400 E
834 500 E
821 200 N
821 000 N
N
YEN CHOW STREET
荔枝角道
LAI CHI KOK ROAD
大南街
TAI NAN STREET
醫局街
YEE KUK STREET
KWEILIN STREET
桂林街
海壇街
HAI TAN STREET
通州街
TUNG CHAU STREET
欽州街
地點A
SITE A
地點B
SITE B
CDA
CDA
SCALE 比例尺
米
metres
20
0
20
40
60
80
米
metres
N (北)

Extracted from Urban Renewal Authority Lai Chi Kok Road/Kweilin Street and Yee Kuk Street Development Scheme Plan No. S/K5/URA1/2 gazetted on 7th July 2006.

摘錄自2006年7月7日刊憲之市區重建局荔枝角道/桂林街及醫局街發展計劃圖，圖則編號S/K5/URA1/2。

NOTATION 圖例

BOUNDARY OF DEVELOPMENT SCHEME	— ◆ —	發展計劃範圍界線
COMPREHENSIVE DEVELOPMENT AREA	CDA	綜合發展區

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Note:

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備註：

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2. 賣方亦建議準買家到有關發展地盤作實地考察，以對該發展地盤、其周邊地區環境及附近的公共設施有較佳了解。
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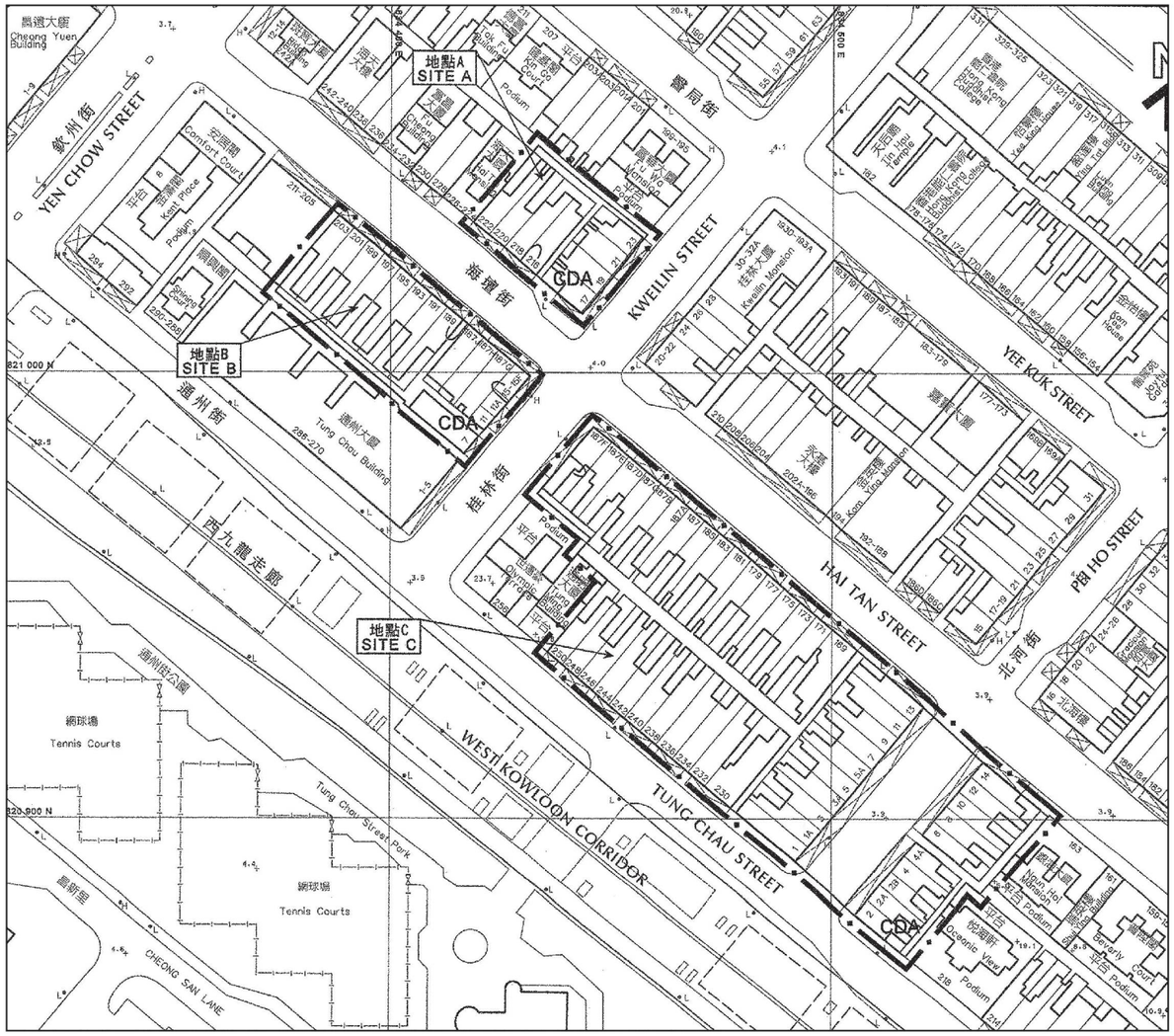
OUTLINE ZONING PLAN RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖



SCALE 比例尺

米 metres 20 0 20 40 60 80 米 metres

N (北)

Extracted from Urban Renewal Authority Hai Tan Street/Kweilin Street and Pei Ho Street Development Scheme Plan No. S/K5/URA2/2 gazetted on 13th June 2008.

摘錄自2008年6月13日刊憲之市區重建局海壇街/桂林街及北河街發展計劃圖，圖則編號S/K5/URA2/2。

NOTATION 圖例

BOUNDARY OF DEVELOPMENT SCHEME	—— ◆ ——	發展計劃範圍界線
COMPREHENSIVE DEVELOPMENT AREA	CDA	綜合發展區

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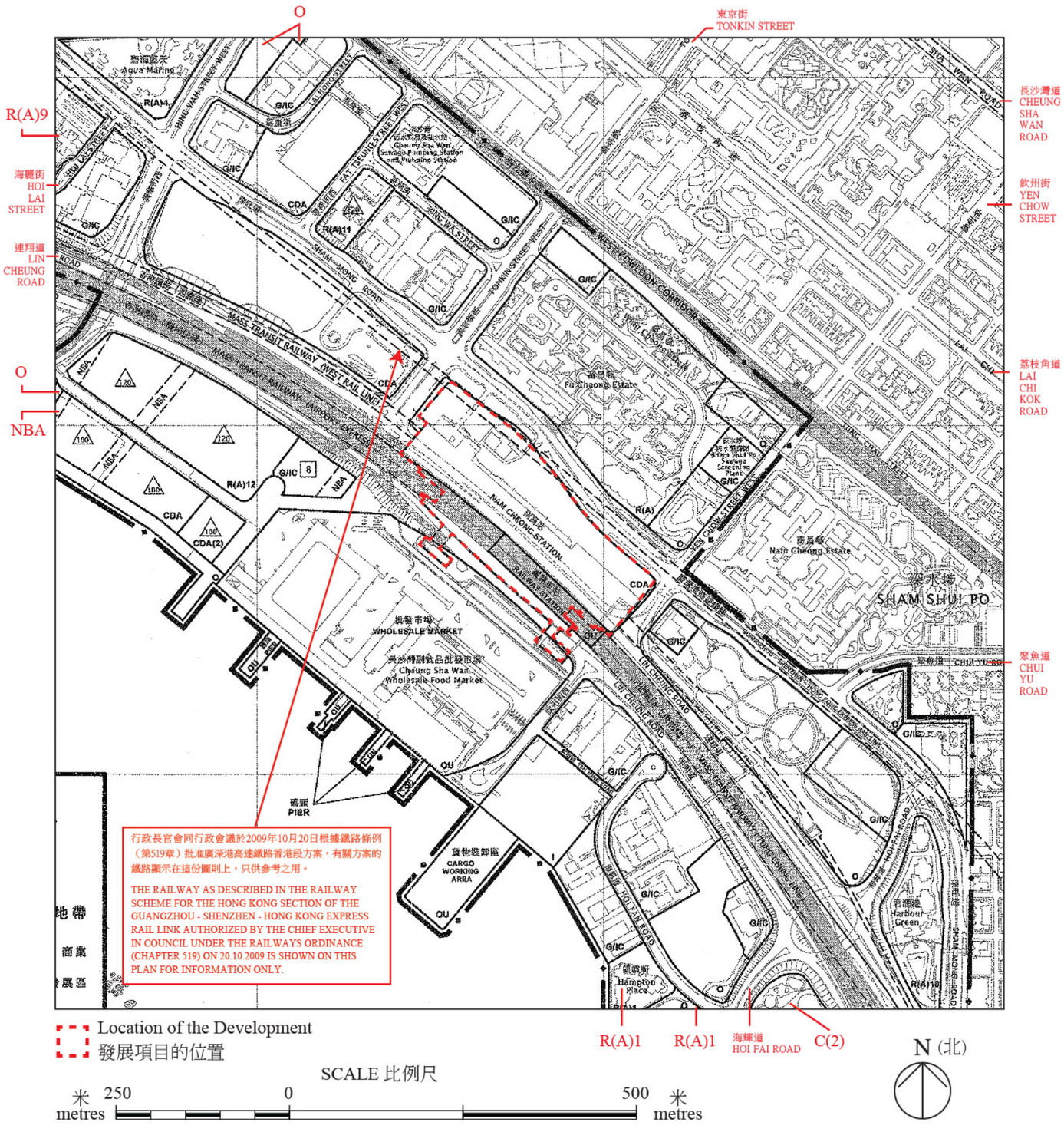

Location of the Development
發展項目的位置

SCALE 比例尺

米 metres 250 0 500 米 metres

Extracted from part of the Approved South West Kowloon Outline Zoning Plan No. S/K20/30 gazetted on 3rd October 2014, with adjustments where necessary as shown in red.

摘錄自2014年10月3日刊憲之西南九龍分區計劃大綱核准圖，圖則編號S/K20/30，有需要經修正處理之處以紅色顯示。

NOTATION 圖例

ZONES		**地帶**
COMMERCIAL	C	商業
COMPREHENSIVE DEVELOPMENT AREA	CDA	綜合發展區
RESIDENTIAL (GROUP A)	R(A)	住宅(甲類)
INDUSTRIAL	I	工業
GOVERNMENT, INSTITUTION OR COMMUNITY	G/IC	政府、機構或社區
OPEN SPACE	O	休憩用地
OTHER SPECIFIED USES	OU	其他指定用途
COMMUNICATIONS		**交通**
RAILWAY AND STATION	車站 STATION	鐵路及車站
RAILWAY AND STATION (UNDERGROUND)	車站 STATION	鐵路及車站(地下)
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路
MISCELLANEOUS		**其他**
BOUNDARY OF PLANNING SCHEME		規劃範圍界線
MAXIMUM BUILDING HEIGHT (IN METRES ABOVE PRINCIPAL DATUM)	100	最高建築物高度 (在主水平基準上若干米)
MAXIMUM BUILDING HEIGHT (IN NUMBER OF STOREYS)	5	最高建築物高度 (樓層數目)
NON-BUILDING AREA	NBA	非建築用地

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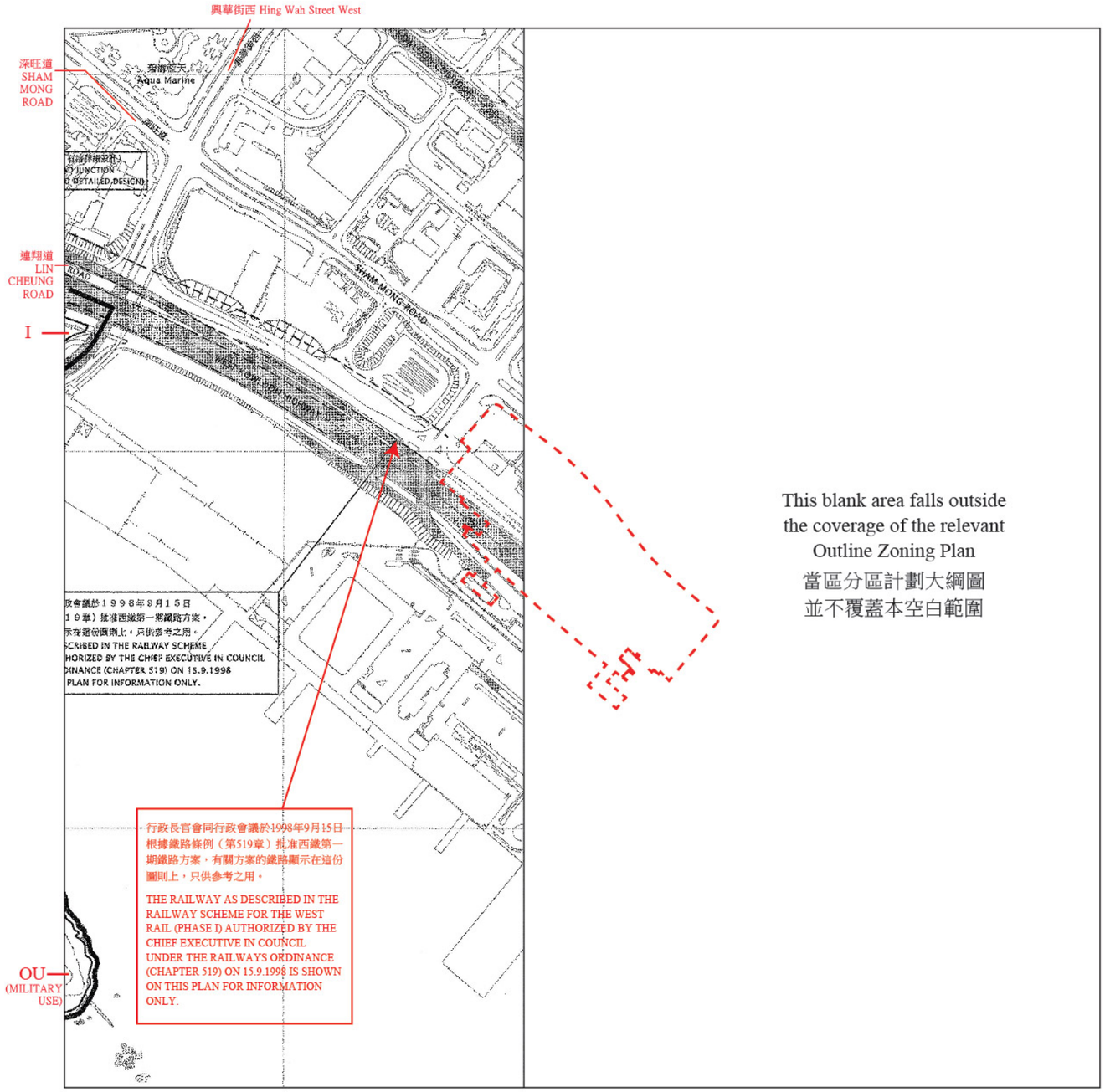

Location of the Development
發展項目的位置

SCALE 比例尺

米 metres 250 0 500 米 metres

N (北)

Extracted from part of the Approved Stonecutters Island Outline Zoning Plan No. S/SC/10 gazetted on 23rd September 2011, with adjustments where necessary as shown in red.

摘錄自2011年9月23日刊憲之昂船洲分區計劃大綱核准圖，圖則編號S/SC/10，有需要經修正處理之處以紅色顯示。

NOTATION 圖例

ZONES		地帶
INDUSTRIAL	I	工業
OTHER SPECIFIED USES	OU	其他指定用途

COMMUNICATIONS		交通
RAILWAY AND STATION (UNDERGROUND)	車站 STATION	鐵路及車站(地下)
MAJOR ROAD AND JUNCTION		主要道路及路口
ELEVATED ROAD		高架道路

MISCELLANEOUS		其他
BOUNDARY OF PLANNING SCHEME		規劃範圍界線

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備註：
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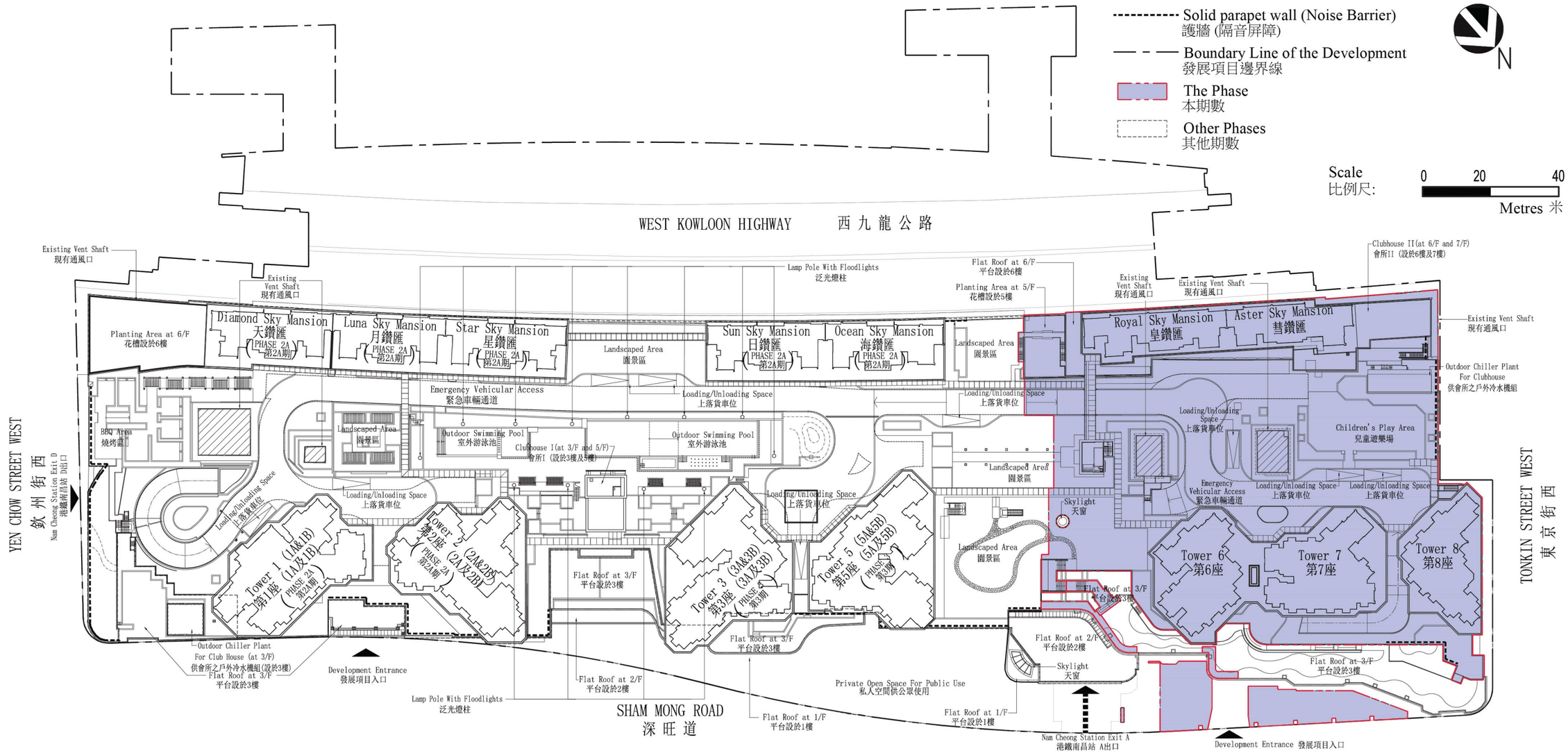
LAYOUT PLAN OF THE DEVELOPMENT
發展項目的布局圖



Note 1: Floodlights will be provided for lighting of the outdoor swimming pool of the Phase 2A of the development in the evening. Prospective purchasers please note the impact (if any) of the illumination of such lighting system on individual units.
Note 2: There are existing vent shafts for the Mass Transit Railway above Nam Cheong Station which forms part of the Development. The vent shafts may affect the view of the residential properties at lower floors.
Note 3: There may be backlit signage and decoration lighting at the external walls of the Commercial Accommodation at lower levels of the Development below each tower and block of the Phase. The location of such signage, lighting may be changed from time to time. Prospective purchasers please note the possible impact (if any) of the illumination of the said features on individual units.

備註1： 發展項目的第2A期之室外游泳池會裝設泛光燈以供室外泳池的晚間照明。請準買家注意該等照明系統的照明對個別單位造成的影響（如有）。
備註2： 組成發展項目一部分的港鐵南昌站上蓋有香港鐵路的通風口。通風口可能會影響位於低層住宅物業的景觀。
備註3： 期數內的每座大樓及大廈下方的發展項目低層商業樓宇的外牆可能設有背光標誌及裝飾照明。該等標誌及裝飾照明的位置可能不時改變。請準買家注意上述特色裝置的照明對個別單位可能造成的影響（如有）。

AK

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Legend of Terms and Abbreviations used on Floor Plans:
樓面平面圖中所使用名詞及簡稱之圖例：

A/C	= AIR CONDITIONER PLATFORM 冷氣機平台
A/C PLATFORM ABOVE	= AIR CONDITIONER PLATFORM ABOVE 冷氣機平台置上
A.F. (P.D.)	= ARCHITECTURAL FEATURE (PIPE DUCT) 建築裝飾（管道槽）
A.F.(ACOUSTIC FINS)	= ARCHITECTURAL FEATURE (ACOUSTIC FINS) 建築裝飾（隔聲鰭）
A.F. (P.D.) (ACOUSTIC FINS)	= ARCHITECTURAL FEATURE (PIPE DUCT) (ACOUSTIC FINS) 建築裝飾（管道槽）（隔聲鰭）
ADJACENT BUILDING	= 臨近建築物
ARCH. M.G.	= ARCHITECTURAL METAL GRILLE 建築裝飾金屬百葉
BAL.	= BALCONY 露台
BATH 1	= BATHROOM 1 浴室 1
BATH 2	= BATHROOM 2 浴室 2
B.R.1	= BEDROOM 1 睡房 1
B.R.2	= BEDROOM 2 睡房 2
B.R.3	= BEDROOM 3 睡房 3
B.W.	= BAY WINDOW 窗台
COMMON FLAT ROOF	= 公用平台
D	= DOWN 落
DIN.	= DINING ROOM 飯廳
ELE METER CABINET	= ELECTRICAL METER CABINET 電錶櫃
ELV	= EXTRA-LOW VOLTAGE CABLE ROOM 特低壓電掣房
ELV DUCT	= EXTRA-LOW VOLTAGE DUCT 特低壓電掣槽
EMR	= ELECTRICAL METER ROOM 電錶房
FIREMAN'S LIFT LOBBY	= 消防員升降機大堂
FOYER	= 玄關
H.R.	= HOSE REEL 消防喉轆
KIT.	= KITCHEN 廚房
LIFT	= 升降機
LIFT LOBBY	= 升降機大堂
LIV.	= LIVING ROOM 客廳
LIV./DIN.	= LIVING ROOM / DINING ROOM 客廳/飯廳
MAINTENANCE WINDOW	= 維修窗口
M.B.R.	= MASTER BEDROOM 主人睡房
M.BATH	= MASTER BATHROOM 主人浴室
M.C.	= METAL CLADDING 金屬掛板
OPEN KIT.	= OPEN KITCHEN 開放式廚房
P.D.	= PIPE DUCT 管道槽
RS&MRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM 垃圾及物料回收室
S	= SHOWER 淋浴間
STUDY	= STUDY ROOM 書房
TOWER	= 大廈
U	= UP 上
U.P.	= UTILITY PLATFORM 工作平台
UTIL.	= UTILITY 工作間
V.D.	= VENT DUCT 風管
W.C.	= WATER CLOSET 洗手間
WMC	= WATER METER CABINET 水錶箱
WMR	= WATER METER ROOM 水錶房

REMARKS:

1. There may be architectural features and/or exposed pipes on external walls and common flat roof of some floors.
2. Common pipes exposed and/or enclosed in pipe ducts are located at/adjacent to Balcony and/or Flat Roof and/or air conditioner platform and/or external wall of some units.
3. There are ceiling bulkheads at Living Rooms/Dining Rooms, Bedrooms, Corridors, Open Kitchens and/or Kitchens of some units for the air-conditioning system and/or Mechanical and Electrical services.
4. The ceiling height of some units may vary due to structural, architectural and/or decoration design variations.
5. Symbols of fittings and fitments shown on the floor plans, such as bathtubs, sinks, water closets, showers, sink counters, etc, are retrieved from the latest approved building plans and are for general indication only.
6. Balconies and utility platforms are non-enclosed area.
7. During the necessary maintenance of the external walls of Tower 6, Tower 7, Tower 8, Royal Sky Mansion and Aster Sky Mansion arranged by Manager of the Phase, the gondola will be operating in the airspace outside windows of the residential properties and above flat roof / roof in such towers and blocks.
8. There are exposed pipes mounted at part of flat roof on 6/F (lowest residential floor) of each tower and 8/F(lowest reisidential floor) of each block in the Phase. Only part of the exposed pipes are covered by wood deck.
9. For some residential units, the air conditioner platform(s) outside the unit will be placed with outdoor air conditioner unit(s) belonging to that unit and/or other residential units.
10. Noise mitigation measures include solid parapet walls along podium boundary, noise barrier aside clubhouse, acoustic fin(s) (which may affect the views outside the individual unit(s)), maintenance window(s) and acoustic balcony(ies) applied to selected residential properties of the Phase. Prospective purchasers should refer to the Floor Plans of Residential Properties for the location of the acoustic fin(s), maintenance window(s) and acoustic balcony(ies). No owner of residential properties shall make or permit or suffer to be made any alteration or conversion or modification of the maintenance window(s) and acoustic balcony(ies) or other installation(s) without the prior written consent of the Building Authority and other relevant Government authorities.

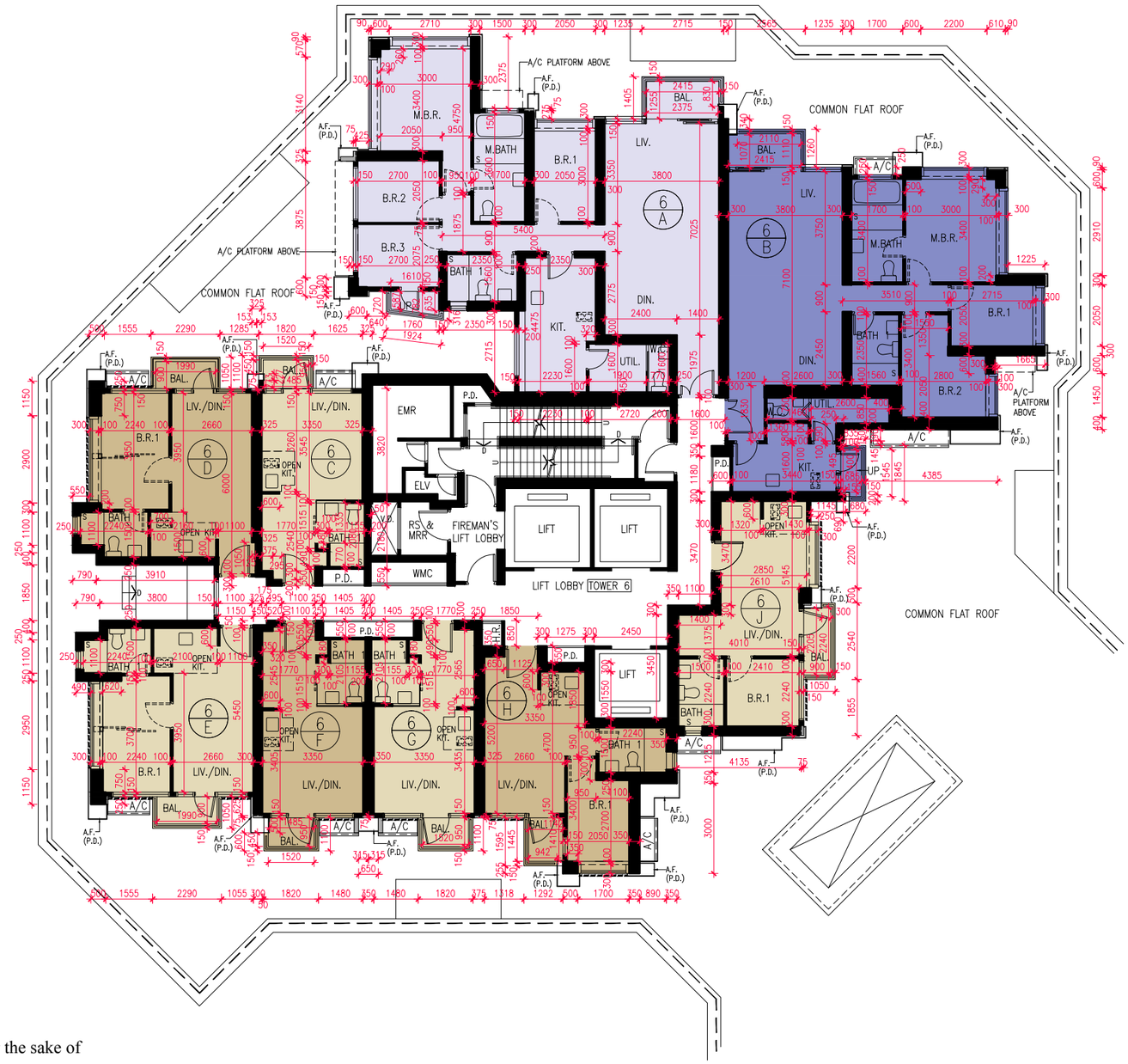
附註：

1. 部份樓層外牆及公用平台設有建築裝飾及/或外露喉管。
2. 外露及/或內藏於管道槽的公用喉管位於/鄰近部份單位的露台及/或平台及/或冷氣機平台及/或外牆。
3. 部份單位客廳/飯廳、睡房、走廊、 開放式廚房及/或廚房之假天花內裝置有冷氣系統及/或其他機電設備。
4. 部份單位之天花高度將會因應結構、建築設計及/或裝修設計上的需要而有差異。
5. 樓面平面圖上所顯示的形象裝置符號，例如浴缸、洗滌盆、坐廁、花灑、洗滌盆櫃等乃擇自最新的經批准的建築圖則，只作一般性標誌。
6. 露台及工作平台為不可封閉的地方。
7. 在期數管理人安排於第 6 座、第 7 座、第 8 座、皇鑽匯及彗鑽匯外牆之必要維修進行期間，吊船將在該等大廈及大樓的住宅物業之窗戶外及平台/天台上之空間運作。
8. 期數內的每座大廈的 6 樓平台最低住宅樓層水平及每座大樓的 8 樓平台（最低住宅樓層水平）上裝設有外露喉管，只有部份外露喉管能被木製地台所覆蓋。
9. 部份住宅物業外的冷氣機平台將會放置屬於其單位及/或其他住宅物業的一部或多部冷氣户外機。
10. 噪音緩解措施包括平台邊之固體護牆、會所側之隔音屏障、隔聲鰭（隔聲鰭或會對個別單位對外之景觀造成影響）、適用於期數的個別住宅物業的維修窗口和隔音露台。準買家應參閱住宅物業的樓面平面圖以了解隔聲鰭，維修窗口和隔音露台的位置。若沒有建築事務監督及其他政府有關當局的事先書面同意，住宅物業的業主不可作出或允許或忍受他人作出對維修窗口和隔音露台的任何改動或變更或其他裝置。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 6 6/F Floor Plan
第6座 6樓樓面平面圖

N



---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺:

0 1 2 3 4 5 10

Metres 米

AL02

Tower 6
第 6 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 6** **第 6 座**	6/F 6 樓	2850, 3100, 3150, 3650, 3850, 3950	2850, 3100, 3150, 3600, 3650, 3850, 3950	3150, 3650, 3750, 3950	3150, 3700, 3850, 3950	3150, 3700, 3850, 3950	3150, 3650, 3750, 3950	3150, 3650, 3750, 3950	3150, 3675, 3750, 3850, 3950	3150, 3675, 3700, 3850, 3950
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		6/F 6 樓	150, 175	150, 175	150	150, 250	150	150	150	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to p.AL01 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁。

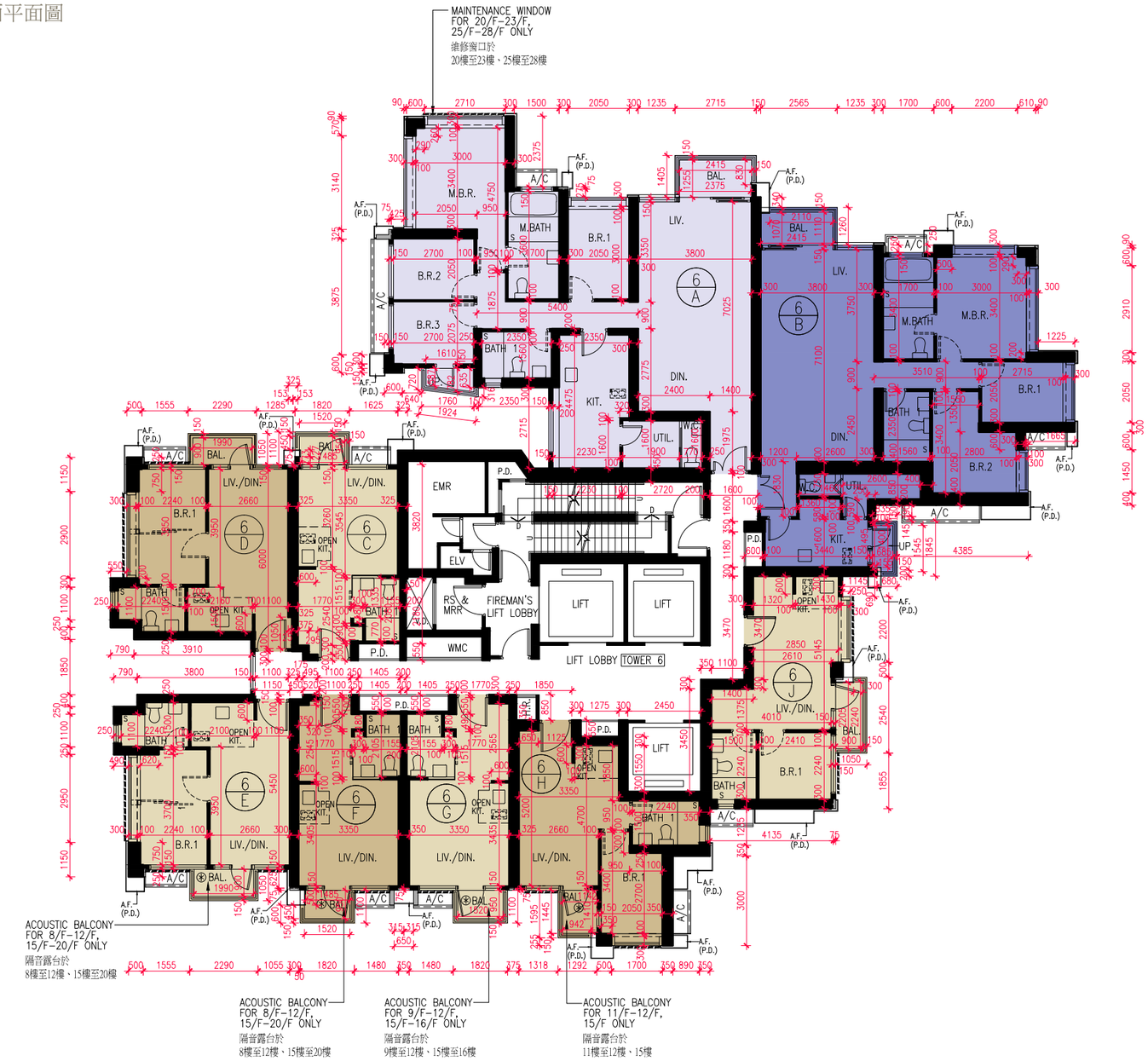
Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: (A) According to Special Condition No. (17)(e) of the Land Grant,
(i) the minimum number of residential units in the Development is 3,313; and
(ii) out of the total number of residential units provided under Special Condition No.17(e)(i), not less than 2,485 residential units shall be in the size of not exceeding 50 square metres in saleable area each.
(B) Clause 7 of the Third Schedule to the Principal Deed of Mutual Covenant and Management Agreement for the Development contains the following provisions:
"(a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
(b) The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges to be credited to the Special Fund."
(C) A total number of 3,410 residential units are provided in the Development, amongst which 2,716 residential units are in the size of not exceeding 50 square metres in saleable area each.
備註 3： (A) 根據批地文件特別條款第(17)(e)條，
(i) 發展項目住宅單位數目最少為 3,313 個；
(ii) 根據特別條款第 17(e)(i)條提供的住宅單位總數中，不少於 2,485 個住宅單位各自的實用面積不可超過 50 平方米。
(B) 期數的公契的第 3 附表第 7 條有以下條款：
"(a) 任何業主不得進行或容許或容受進行任何與任何住宅單位有關連而會導致該住宅單位與毗連或鄰近住宅單位內部相通及可從毗連或鄰近住宅單位進出的工程(包括但不限於任何分隔牆，任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲地政總署署長或不時取代地政總署署長之其他政府機關事先書面同意，而地政總署署長或不時取代地政總署署長之其他政府機關可按其絕對酌情權發出或拒絕該同意，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費用)。
(b) 管理人須在管理處備存由地政總署署長或不時取代地政總署署長之其他政府機關提供，關於本公契以上第(a)分條項下發出之同意書的資訊的記錄，供所有業主免費參閱，而所有業主均有權在繳交合理費用以支付複印產生之開支後獲取該記錄之副本，而所收到之費用須撥入資本儲備基金。"
(C) 發展項目共提供 3,410 個住宅單位，當中 2,716 個住宅單位各自的實用面積不超過 50 平方米。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 6 7/F-12/F, 15-23/F and 25/F-28/F Floor Plan
第6座 7樓至12樓、15樓至23樓及25樓至28樓樓面平面圖

N



⊛ ACOUSTIC BALCONY 隔音露台

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺: 0 1 2 3 4 5 10

Metres 米

Tower 6
第 6 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 6** **第 6 座**	7/F-12/F, 15/F-23/F and 25/F-27/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓至 27 樓	3150	3150	3150	3150	3150	3150	3150	3150	3150
		28/F 28 樓	3150, 3250, 3450	3150, 3225, 3325, 3450, 3500, 3525, 3575	3150, 3350, 3450	3150, 3250, 3400	2950, 3150, 3225, 3325, 3475	2950, 3150, 3350, 3450	3150, 3350, 3450	3150, 3250, 3350, 3425	3150, 3250, 3400, 3425
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		7/F-12/F, 15/F-23/F and 25/F-27/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓至 27 樓	150, 175	150, 175	150	150, 250	150	150	150	150	150
		28/F 28 樓	150, 175	150, 250	150	150, 250	150, 225	150	150	150	150

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to p.AL01 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁。

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備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

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(i) the minimum number of residential units in the Development is 3,313; and
(ii) out of the total number of residential units provided under Special Condition No.17(e)(i), not less than 2,485 residential units shall be in the size of not exceeding 50 square metres in saleable area each.
(B) Clause 7 of the Third Schedule to the Principal Deed of Mutual Covenant and Management Agreement for the Development contains the following provisions:
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(B) 期數的公契的第 3 附表第 7 條有以下條款：
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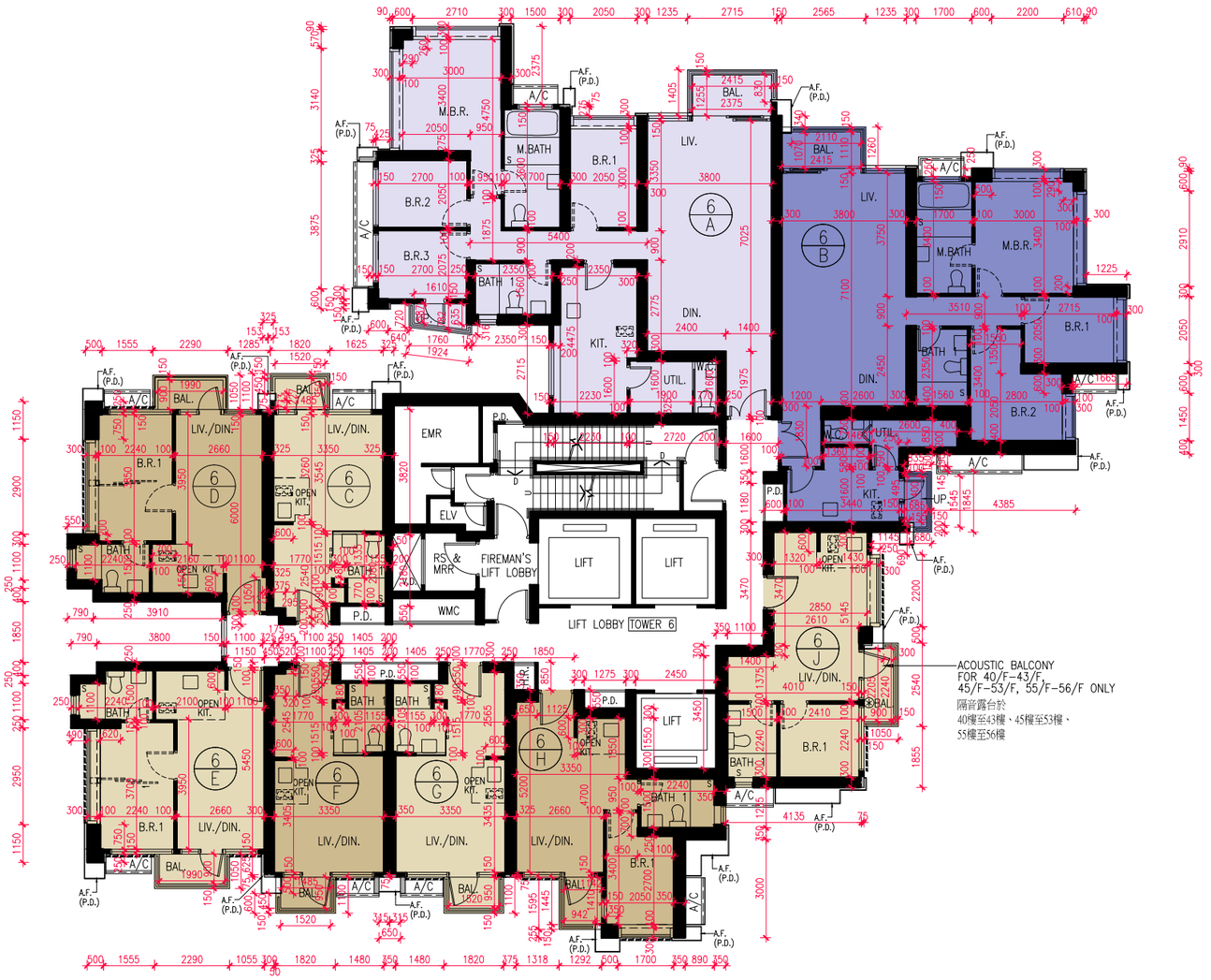
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 6 30/F-33/F, 35/F-43/F, 45/F-53/F and 55/F-56/F Floor Plan
第6座 30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓樓面平面圖

N



⊛ ACOUSTIC BALCONY 隔音露台

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺: 0 1 2 3 4 5 10
Metres 米

Tower 6
第 6 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 6** **第 6 座**	30/F-33/F, 35/F-43/F 45/F-53/F and 55/F 30 樓至 33 樓、35 樓至 43 樓、 45 樓至 53 樓及 55 樓	3325	3325	3325	3325	3325	3325	3325	3325	3325
		56/F 56 樓	3400, 3500, 3700	3400, 3500, 3700, 3750	3400, 3600, 3700	3400, 3500, 3650	3400, 3500, 3650	3400, 3600, 3700	3400, 3600, 3700	3400, 3500, 3600, 3700	3400, 3500, 3650, 3700
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		30/F-33/F, 35/F-43/F 45/F-53/F and 55/F 30 樓至 33 樓、35 樓至 43 樓、 45 樓至 53 樓及 55 樓	150, 175	150, 175	150	150, 250	150	150	150	150	150
		56/F 56 樓	150, 225, 250	150, 225, 250	150, 225	150, 225, 325	150, 225	150, 225	150, 225	150, 225	150, 225

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
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(ii) 根據特別條款第 17(e)(i)條提供的住宅單位總數中，不少於 2,485 個住宅單位各自的實用面積不可超過 50 平方米。
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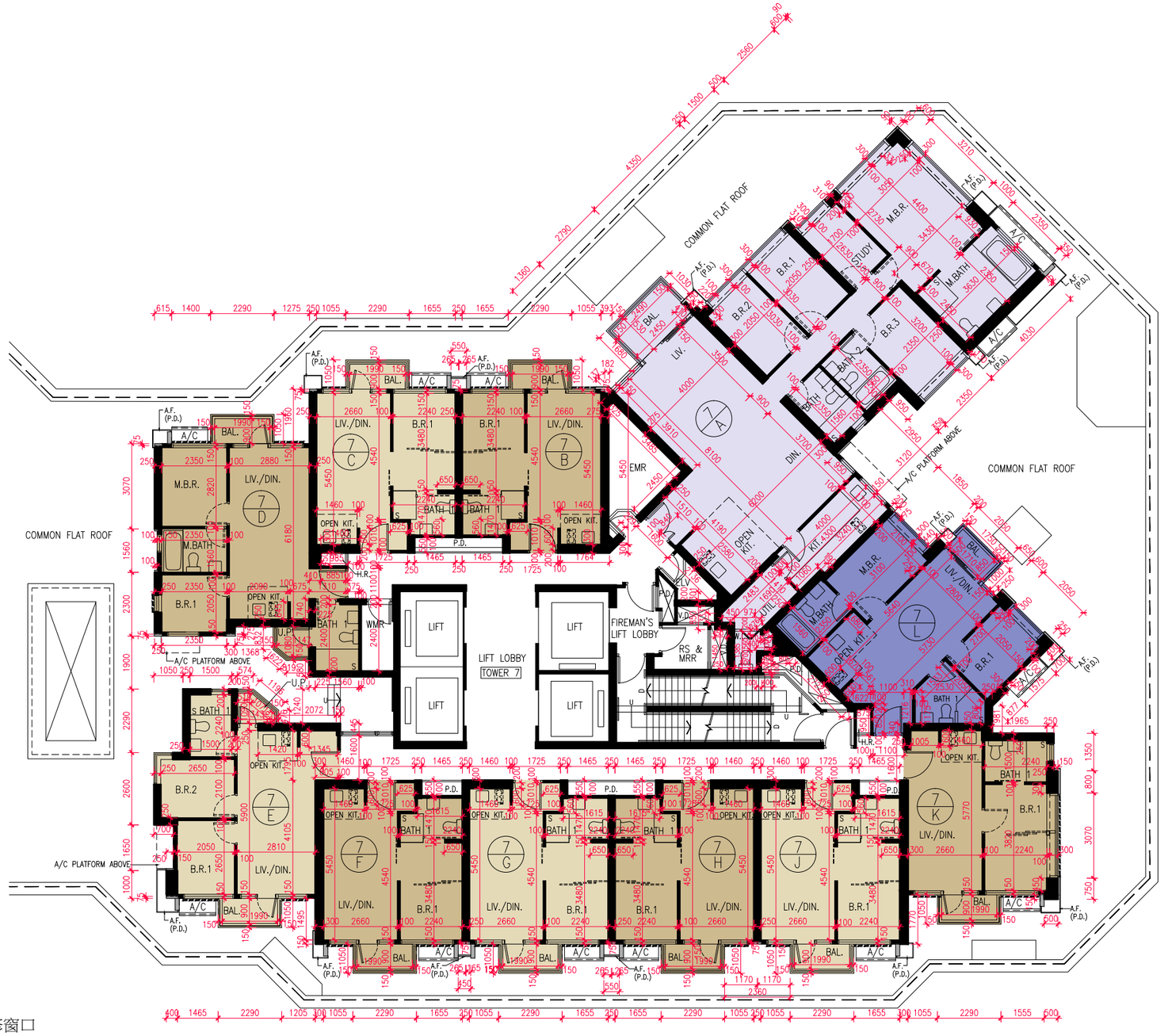
"(a) 任何業主不得進行或容許或容受進行任何與任何住宅單位有關連而會導致該住宅單位與毗連或鄰近住宅單位內部相通及可從毗連或鄰近住宅單位進出的工程(包括但不限於任何分隔牆，任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲地政總署署長或不時取代地政總署署長之其他政府機關事先書面同意，而地政總署署長或不時取代地政總署署長之其他政府機關可按其絕對酌情權發出或拒絕該同意，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費用)。
(b) 管理人須在管理處備存由地政總署署長或不時取代地政總署署長之其他政府機關提供，關於本公契以上第(a)分條項下發出之同意書的資訊的記錄，供所有業主免費參閱，而所有業主均有權在繳交合理費用以支付複印產生之開支後獲取該記錄之副本，而所收到之費用須撥入資本儲備基金。"
(C) 發展項目共提供 3,410 個住宅單位，當中 2,716 個住宅單位各自的實用面積不超過 50 平方米。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 7 6/F Floor Plan
第7座 6樓樓面平面圖



---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺:

0 1 2 3 4 5 10

Metres 米

Tower 7
第 7 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) 層與層之間的高度（毫米）	**Tower 7 第 7 座**	6/F 6 樓	3150, 3650, 3665, 3750, 3850, 3950	2850, 2900, 3150, 3750	3150, 3650, 3700, 3750, 3850, 3950	2850, 3100, 3150, 3300, 3650, 3750, 3950	3150, 3665, 3750, 3850, 3950	2850, 2900, 3150, 3300, 3750	2850, 2900, 3150, 3300, 3750	2850, 2900, 3150, 3300, 3750	3150, 3650, 3700, 3750, 3850, 3950	3150, 3700, 3850, 3950	3150, 3650, 3850
Thickness of Floor Slab (excluding plaster) (mm) 樓板（不包括灰泥）的厚度（毫米）		6/F 6 樓	150, 175	150	150	150, 175	150, 175	150	150	150	150	150, 175	150, 175, 250

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

Note 1: Please refer to p.AL01 of this sales brochure for remarks, legend of terms and abbreviations shown on this floor plan.
備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: (A) According to Special Condition No. (17)(e) of the Land Grant,
(i) the minimum number of residential units in the Development is 3,313; and
(ii) out of the total number of residential units provided under Special Condition No.17(e)(i), not less than 2,485 residential units shall be in the size of not exceeding 50 square metres in saleable area each.
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(b) The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges to be credited to the Special Fund."
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 7 7/F-12/F, 15/F-23/F and 25/F-26/F Floor Plan
第7座 7樓至12樓、15樓至23樓及25樓至26樓樓面平面圖

⊛ ACOUSTIC BALCONY 隔音露台

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺: 0 1 2 3 4 5 10

Metres 米

Tower 7
第 7 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 7** **第 7 座**	7/F-12/F, 15/F-23/F and 25/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150	3150
		26/F 26 樓	3150, 3225, 3325, 3350, 3425, 3450, 3510, 3525	3150, 3250, 3350, 3400, 3450	3150, 3250, 3350, 3400, 3450	3150, 3225, 3250, 3425, 3450, 3525	3150, 3250, 3350, 3435	3150, 3250, 3350, 3400, 3450	3150, 3250, 3350, 3400, 3450	3150, 3250, 3350, 3400, 3450	3150, 3250, 3350, 3400, 3450	3150, 3250, 3400	3150, 3250, 3450
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		7/F-12/F, 15/F-23/F and 25/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓	150, 175	150	150	150, 175	150, 175	150	150	150	150	150, 175	150, 175, 250
		26/F 26 樓	150, 175, 250	150	150	150, 250	150, 175	150	150	150	150	150, 175	150, 175, 250

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 7 28/F-29/F Floor Plan
第7座 28樓至29樓樓面平面圖

⊛ ACOUSTIC BALCONY 隔音露台

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺: 0 1 2 3 4 5 10
Metres 米

Tower 7
第 7 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 7** **第 7 座**	28/F-29/F 28 樓至 29 樓	3325	3325	3325	3325	3325	3325	3325	3325	3325	3325	3325
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		28/F-29/F 28 樓至 29 樓	150, 175	150	150	150, 175	150, 175	150	150	150	150	150, 175	150, 175, 250

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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 7 30/F-33/F, 35/F-43/F and 45/F-51/F Floor Plan
第7座 30樓至33樓、35樓至43樓及45樓至51樓樓面平面圖

⊛ ACOUSTIC BALCONY 隔音露台

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺: 0 1 2 3 4 5 10
Metres 米

Tower 7
第 7 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H	J	K	L
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 7** **第 7 座**	30/F-33/F, 35/F-43/F and 45/F-50/F 30 樓至 33 樓、35 樓至 43 樓、45 樓至 50 樓	3325	3325	3325	3325	3325	3325	3325	3325	3325	3325	3325
		51/F 51 樓	3400, 3500, 3600, 3685, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3700	3400, 3500, 3600, 3685	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3650	3400, 3500, 3700
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		30/F-33/F, 35/F-43/F and 45/F-50/F 30 樓至 33 樓、35 樓至 43 樓、45 樓至 50 樓	150, 175	150	150	150, 175	150, 175	150	150	150	150	150, 175	150, 175, 250
		51/F 51 樓	150, 250	150, 225	150, 225	150, 225, 250	150, 250	150, 225	150, 225	150, 225	150, 225	150, 250	150, 250, 325

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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備註 1： 有關樓面平面圖中顯示之附註、名詞及簡稱請參閱本售樓說明書第 AL01 頁。

Note 2: The dimensions of floor plans are all structural dimensions in millimeter.
備註 2： 樓面平面圖之尺規所列之數字為以毫米標示之建築結構尺寸。

Note 3: (A) According to Special Condition No. (17)(e) of the Land Grant,
(i) the minimum number of residential units in the Development is 3,313; and
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 8 6/F Floor Plan
第8座 6樓樓面平面圖

N

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺:

0 1 2 3 4 5 10

Metres 米

Tower 8
第 8 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 8** **第 8 座**	6/F 6 樓	2850, 3150, 3650, 3665, 3750, 3850, 3950	2850, 2900, 3150, 3300, 3750	3150, 3650, 3750, 3850	2850, 2950, 3100, 3150, 3400, 3750	3150, 3650, 3750, 3950	3150, 3650, 3700, 3750, 3850, 3950	3150, 3650, 3700, 3750, 3850, 3950	3150, 3700, 3950
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		6/F 6 樓	150, 175	150	150, 175	150	150	150	150	150, 175

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
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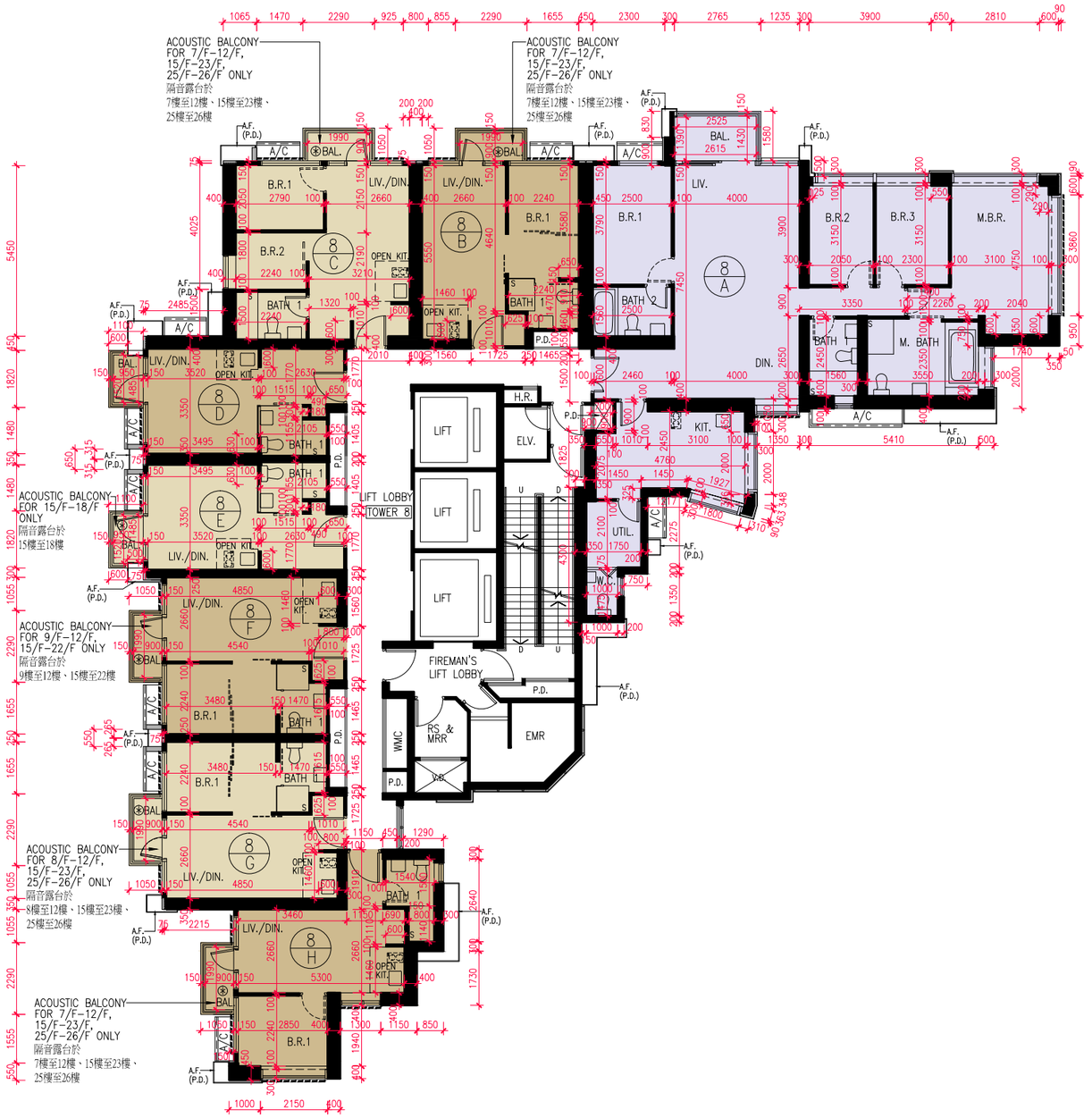
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 8 7/F-12/F, 15/F-23/F and 25/F-26/F Floor Plan
第8座 7樓至12樓、15樓至23樓及25樓至26樓樓面平面圖

N



⊛ ACOUSTIC BALCONY 隔音露台

---------- MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部份應當關閉。

Scale
比例尺:

0 1 2 3 4 5 10

Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 8
第 8 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 8** **第 8 座**	7/F-12/F, 15/F-23/F and 25/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓	3150	3150	3150	3150	3150	3150	3150	3150
		26/F 26 樓	3150, 3225, 3325, 3350, 3425, 3450, 3510, 3525	3150, 3250, 3350, 3400, 3450	3150, 3250, 3350, 3450	3150, 3350, 3450	3150, 3350, 3450	3150, 3250, 3350, 3400, 3450	3150, 3250, 3350, 3400, 3450	3150, 3225, 3475
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		7/F-12/F, 15/F-23/F and 25/F 7 樓至 12 樓、15 樓至 23 樓及 25 樓	150, 175	150	150, 175	150	150	150	150	150, 175
		26/F 26 樓	150, 225, 250	150	150, 175	150	150	150	150	150, 250

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors. (This does not apply to the residential properties in the Phase because the design of the Phase is such that the reducing thickness of the structural walls of residential properties on the upper floors does not increase the internal areas of those residential properties.)
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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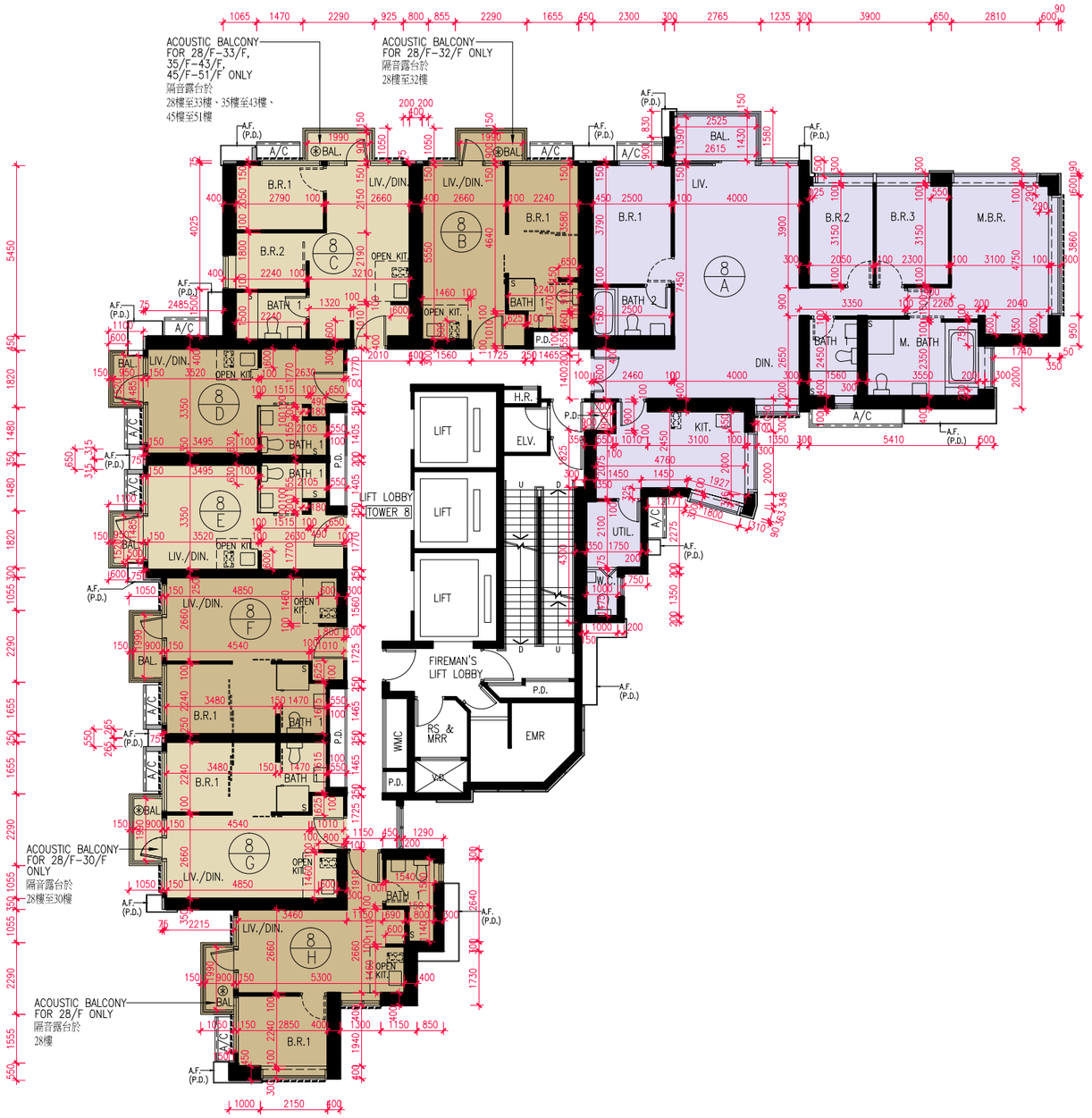
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 8 28/F-33/F, 35/F-43/F and 45/F-51/F Floor Plan
第8座 28樓至33樓、35樓至43樓及45樓至51樓樓面平面圖

N



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Scale
比例尺:

0 1 2 3 4 5 10

Metres 米

Tower 8
第 8 座

Each Residential Property 每個住宅物業	Tower Number 座數	Flat 單位 / Floor 樓層	A	B	C	D	E	F	G	H
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Tower 8** **第 8 座**	28/F-33/F, 35/F-43/F and 45/F-50/F 28 樓至 33 樓、35 樓至 43 樓、45 樓至 50 樓	3325	3325	3325	3325	3325	3325	3325	3325
		51/F 51 樓	3400, 3500, 3600, 3685, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3700	3400, 3600, 3700	3400, 3600, 3700	3400, 3500, 3600, 3650, 3700	3400, 3500, 3600, 3650, 3700	3400, 3650
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		28/F-33/F, 35/F-43/F and 45/F-50/F 28 樓至 33 樓、35 樓至 43 樓、45 樓至 50 樓	150, 175	150	150, 175	150	150	150	150	150, 175
		51/F 51 樓	150, 225, 250	150, 225	150, 250	150, 225	150, 225	150, 225	150, 225	150, 250

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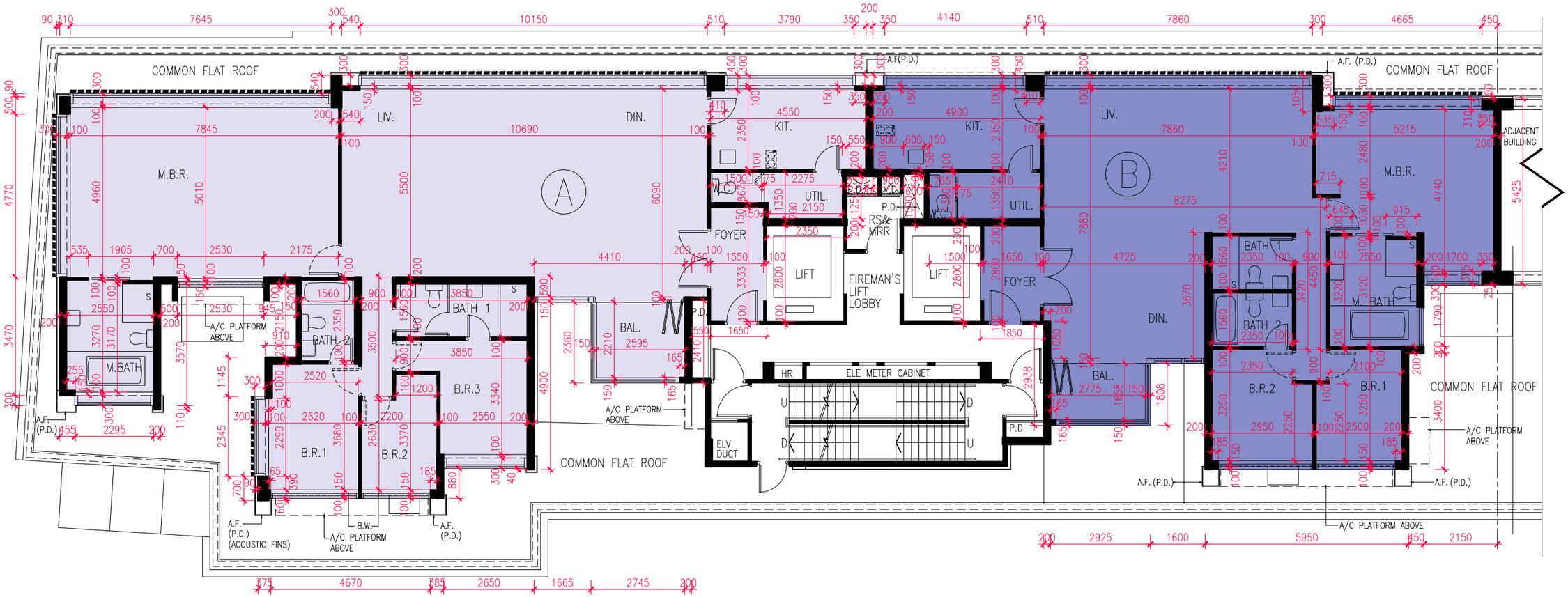
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Royal Sky Mansion 8/F Floor Plan
皇鑽匯8樓樓面平面圖



MAINTENANCE WINDOW 維修窗口

Remark: The openable parts shall be closed for the sake of noise mitigation.

附註：為了緩解噪音的目的，可開啟的部分應關閉。

Scale
比例尺: 0 1 2 3 4 5 10

Metres 米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Royal Sky Mansion
皇鑽匯

Each Residential Property 每個住宅物業	Block Name 大廈名稱	Flat 單位 Floor 樓層	A	B
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Royal Sky Mansion** **皇鑽匯**	8/F 8 樓	3100, 3400, 3450, 3500, 3700, 3800	3100, 3400, 3450, 3500, 3700, 3800
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		8/F 8 樓	150, 175, 200	150, 175, 200

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因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。（不適用於期數內的住宅物業，因為期數的設計是較高樓層的住宅物業的結構牆的厚度遞減不會增加該等住宅物業內部面積。）

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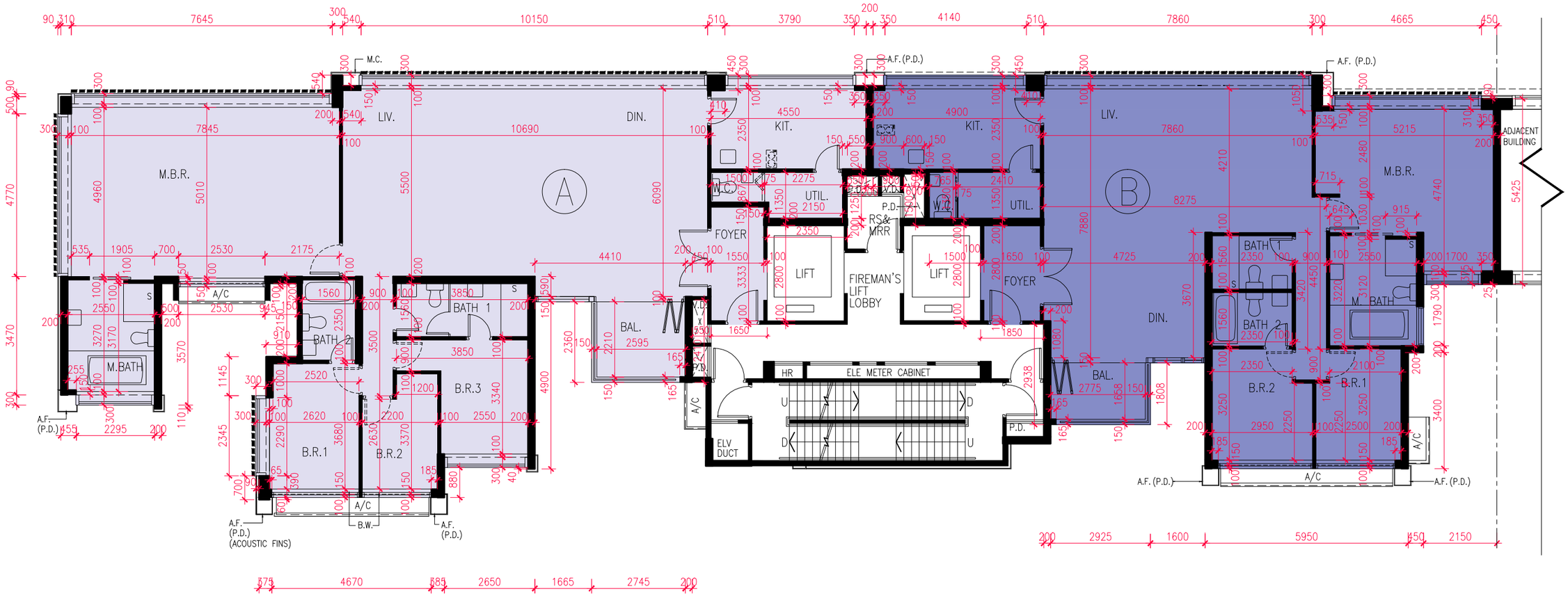
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Royal Sky Mansion 9/F - 11/F Floor Plan
皇鑽匯9樓至11樓樓面平面圖



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Scale
比例尺: 0 1 2 3 4 5 10

Metres 米

Royal Sky Mansion
皇鑽匯

Each Residential Property 每個住宅物業	Block Name 大廈名稱	Flat 單位 Floor 樓層	A	B
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Royal Sky Mansion** **皇鑽匯**	9/F-10/F 9 樓至 10 樓	3400	3400
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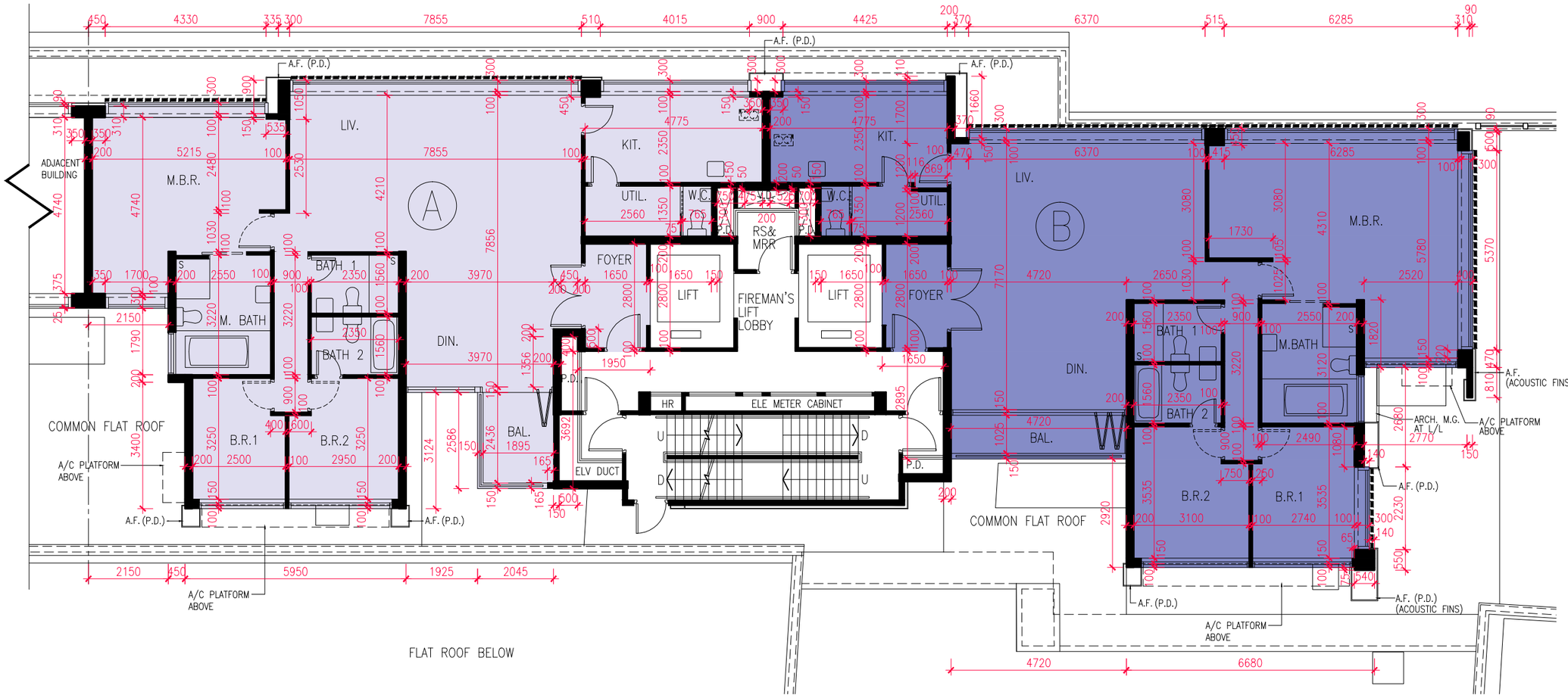
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Aster Sky Mansion 8/F Floor Plan
彗鑽匯8樓樓面平面圖

N



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Scale
比例尺: 0 1 2 3 4 5 10

Metres 米

Aster Sky Mansion
彗鑽匯

Each Residential Property 每個住宅物業	Block Name 大廈名稱	Flat 單位 Floor 樓層	A	B
Floor-to-Floor Height (mm) **層與層之間的高度（毫米）**	**Aster Sky Mansion** **彗鑽匯**	8/F 8 樓	3100, 3400, 3450, 3500, 3700, 3800	3100, 3400, 3450, 3500, 3700, 3800
Thickness of Floor Slab (excluding plaster) (mm) **樓板（不包括灰泥）的厚度（毫米）**		8/F 8 樓	150, 175, 200	150, 175, 200

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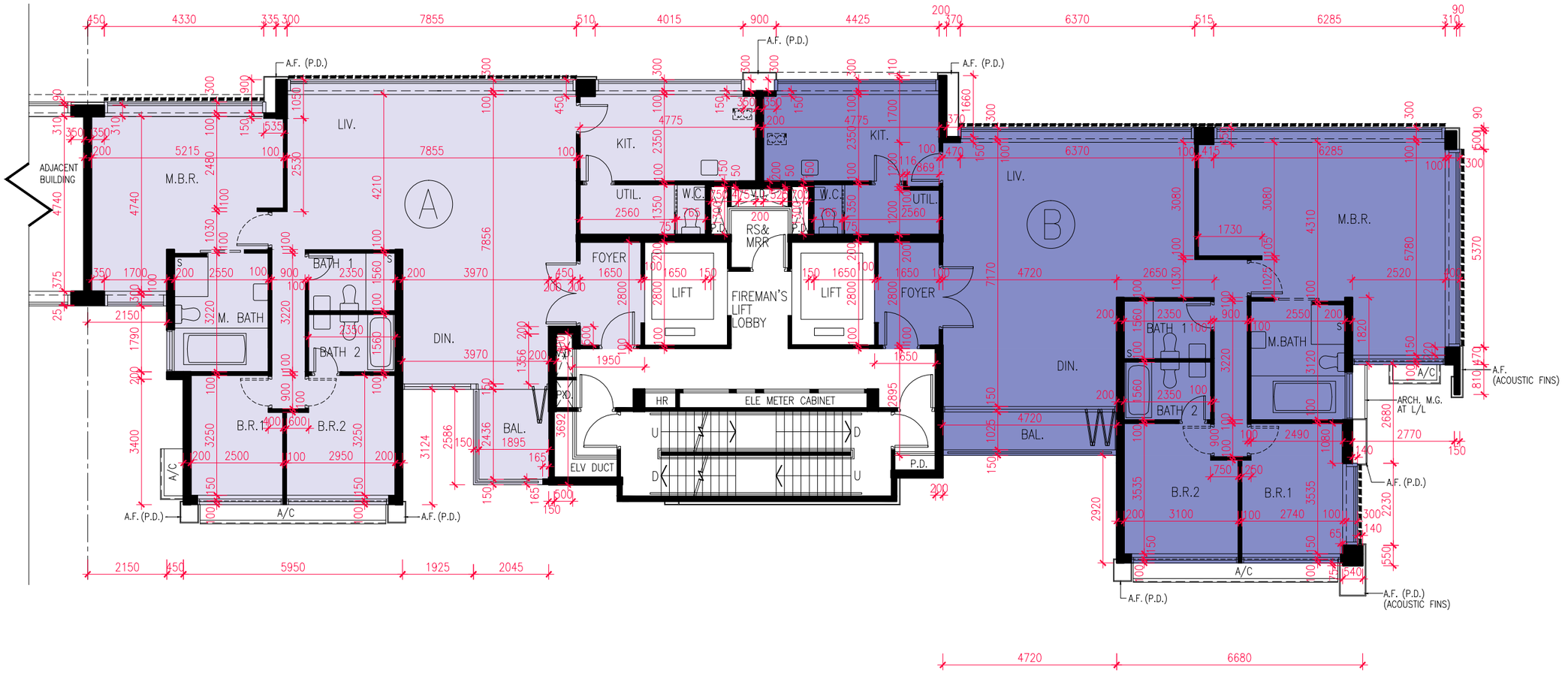
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Aster Sky Mansion 9/F - 11/F Floor Plan
彗鑽匯9樓至11樓樓面平面圖

N



▪▪▪▪▪▪▪▪▪ MAINTENANCE WINDOW 維修窗口

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Scale
比例尺:

0 1 2 3 4 5 10

Metres 米

Aster Sky Mansion
彗鑽匯

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(ii) out of the total number of residential units provided under Special Condition No.17(e)(i), not less than 2,485 residential units shall be in the size of not exceeding 50 square metres in saleable area each.
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"(a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such unit being internally linked to and accessible from any adjoining or adjacent Residential Unit, except with the prior written consent of the Director of Lands or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
(b) The Manager shall deposit in the management office the record provided by the Director of Lands or any other Government authority in place of him from time to time of the information relating to the consent given under the provision in this Deed referred to in sub-clause (a) above for inspection by all Owners free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges to be credited to the Special Fund."
(C) A total number of 3,410 residential units are provided in the Development, amongst which 2,716 residential units are in the size of not exceeding 50 square metres in saleable area each.
備註 3： (A) 根據批地文件特別條款第(17)(e)條，
(i) 發展項目住宅單位數目最少為 3,313 個；
(ii) 根據特別條款第 17(e)(i)條提供的住宅單位總數中，不少於 2,485 個住宅單位各自的實用面積不可超過 50 平方米。
(B) 期數的公契的第 3 附表第 7 條有以下條款：
"(a) 任何業主不得進行或容許或容受進行任何與任何住宅單位有關連而會導致該住宅單位與毗連或鄰近住宅單位內部相通及可從毗連或鄰近住宅單位進出的工程(包括但不限於任何分隔牆，任何地板或天花板或任何間隔構築物的拆除或改動)，除非獲地政總署署長或不時取代地政總署署長之其他政府機關事先書面同意，而地政總署署長或不時取代地政總署署長之其他政府機關可按其絕對酌情權發出或拒絕該同意，且該同意如獲發出可能受限於按其絕對酌情權施加的條款及條件(包括繳付費用)。
(b) 管理人須在管理處備存由地政總署署長或不時取代地政總署署長之其他政府機關提供，關於本公契以上第(a)分條項下發出之同意書的資訊的記錄，供所有業主免費參閱，而所有業主均有權在繳交合理費用以支付複印產生之開支後獲取該記錄之副本，而所收到之費用須撥入資本儲備基金。"
(C) 發展項目共提供 3,410 個住宅單位，當中 2,716 個住宅單位各自的實用面積不超過 50 平方米。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有））平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 6 第6座	6/F-12/F, 15/F-23/F & 25/F-28/F 6樓至12樓、15樓至23樓及25樓至28樓	A	113.443 (1221) Balcony 露台 : 3.800 (41) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	97.308 (1047) Balcony 露台 : 3.363 (36) Utility Platform 工作平台 : 1.498 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	25.884 (279) Balcony 露台 : 1.960 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	36.486 (393) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	35.440 (381) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	25.177 (271) Balcony 露台 : 1.910 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	25.375 (273) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	35.142 (378) Balcony 露台 : 2.024 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	34.461 (371) Balcony 露台 : 2.556 (28) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F and 24/F are omitted.

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

備註：

1. 上述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設13樓、14樓及24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 6 第6座	30/F-33/F, 35/F-43/F, 45/F-53/F & 55/F-56/F 30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓	A	112.768 (1214) Balcony 露台 : 3.800 (41) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	97.308 (1047) Balcony 露台 : 3.363 (36) Utility Platform 工作平台 : 1.498 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	25.884 (279) Balcony 露台 : 1.960 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	36.486 (393) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	35.440 (381) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	25.177 (271) Balcony 露台 : 1.910 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	25.375 (273) Balcony 露台 : 2.002 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	35.142 (378) Balcony 露台 : 2.024 (22) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	34.461 (371) Balcony 露台 : 2.556 (28) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 34/F, 44/F and 54/F are omitted.

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

備註：

1. 上述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設34樓、44樓及54樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有））平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 7 第7座	6/F-12/F, 15/F-23/F, 25/F-26/F & 28/F-29/F 6樓至12樓、15樓至23樓、25樓至26樓及28樓至29樓	A	140.767 (1515) Balcony 露台 : 4.670 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	33.365 (359) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	32.722 (352) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	49.035 (528) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.790 (461) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	32.776 (353) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	32.554 (350) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	32.485 (350) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	32.895 (354) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		K	35.320 (380) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		L	48.871 (526) Balcony 露台 : 1.955 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

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2. 13/F, 14/F and 24/F are omitted.

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

備註：

1. 上述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設13樓、14樓及24樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 7 第7座	30/F-33/F, 35/F-43/F & 45/F-51/F 30樓至33樓、35樓至43樓及45樓至51樓	A	140.593 (1513) Balcony 露台 : 4.670 (50) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	33.103 (356) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	32.722 (352) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	49.035 (528) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	42.790 (461) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : 1.500 (16) Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	32.776 (353) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	32.554 (350) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	32.485 (350) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		J	32.895 (354) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		K	35.320 (380) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		L	48.871 (526) Balcony 露台 : 1.955 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

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2. 34/F and 44/F are omitted.

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

備註：

1. 上述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積（包括露台、工作平台及陽台（如有））平方米（平方呎）	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積（不計算入實用面積）平方米（平方呎）									
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 8 第8座	6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F & 45/F-51/F, 6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓	A	140.559 (1513) Balcony 露台 : 4.701 (51) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		B	33.992 (366) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		C	38.668 (416) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		D	25.566 (275) Balcony 露台 : 1.910 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		E	24.850 (267) Balcony 露台 : 1.910 (21) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		F	32.495 (350) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		G	32.905 (354) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-
		H	36.292 (391) Balcony 露台 : 2.405 (26) Utility Platform 工作平台 : - Verandah 陽台 : -	-	-	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

1. The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.
2. 13/F, 14/F, 24/F, 34/F and 44/F are omitted.

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

備註：

1. 上述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。
2. 不設13樓、14樓、24樓、34樓及44樓。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.) 實用面積 （包括露台、工作平台及陽台(如有)）平方米(平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq.ft.) 其他指明項目的面積(不計算入實用面積)平方米(平方呎)								
Block Name 大廈名稱	Floor 樓層	Unit 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Royal Sky Mansion 皇鑽匯	8/F-11/F 8樓至11樓	A	201.723 (2171) Balcony 露台 : 6.950 (75) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.745 (8)	-	-	-	-	-	-	-	-
		B	152.355 (1640) Balcony 露台 : 5.650 (61) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.555 (6)	-	-	-	-	-	-	-	-
Aster Sky Mansion 彗鑽匯	8/F-11/F 8樓至11樓	A	151.310 (1629) Balcony 露台 : 5.706 (61) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.555 (6)	-	-	-	-	-	-	-	-
		B	161.541 (1739) Balcony 露台 : 5.781 (62) Utility Platform 工作平台 : - Verandah 陽台 : -	-	0.846 (9)	-	-	-	-	-	-	-	-

The saleable area of the residential property and the floor area of balcony, utility platform and verandah (if any) are calculated in accordance with Section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of the other specified items (not included in the saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

Notes:

The areas as specified above in square feet are converted at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square feet, which may be slightly different from that shown in square metre.

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

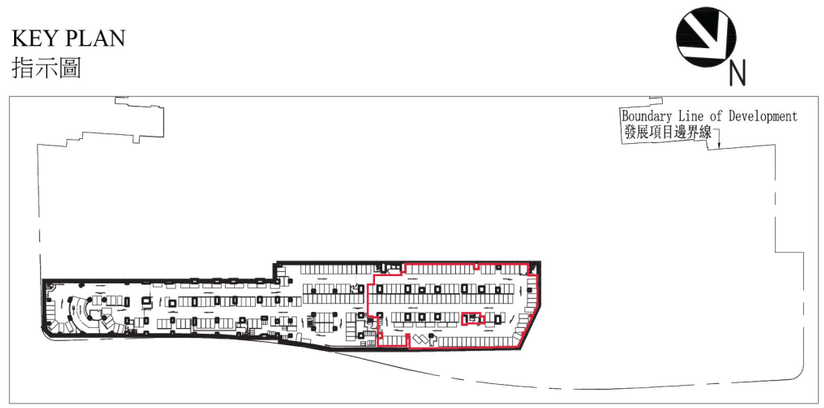
備註：

上述所列之面積是以英制之平方呎列明，均以1平方米=10.764平方呎換算，並以四捨五入至整數平方呎，平方呎與平方米之數字可能有些微差異。

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

B2/F Part Floor Plan
地庫2層局部樓面平面圖

KEY PLAN
指示圖



Boundary Line of the Development
發展項目邊界線

The Phase
本期數

Other Phases
其他期數

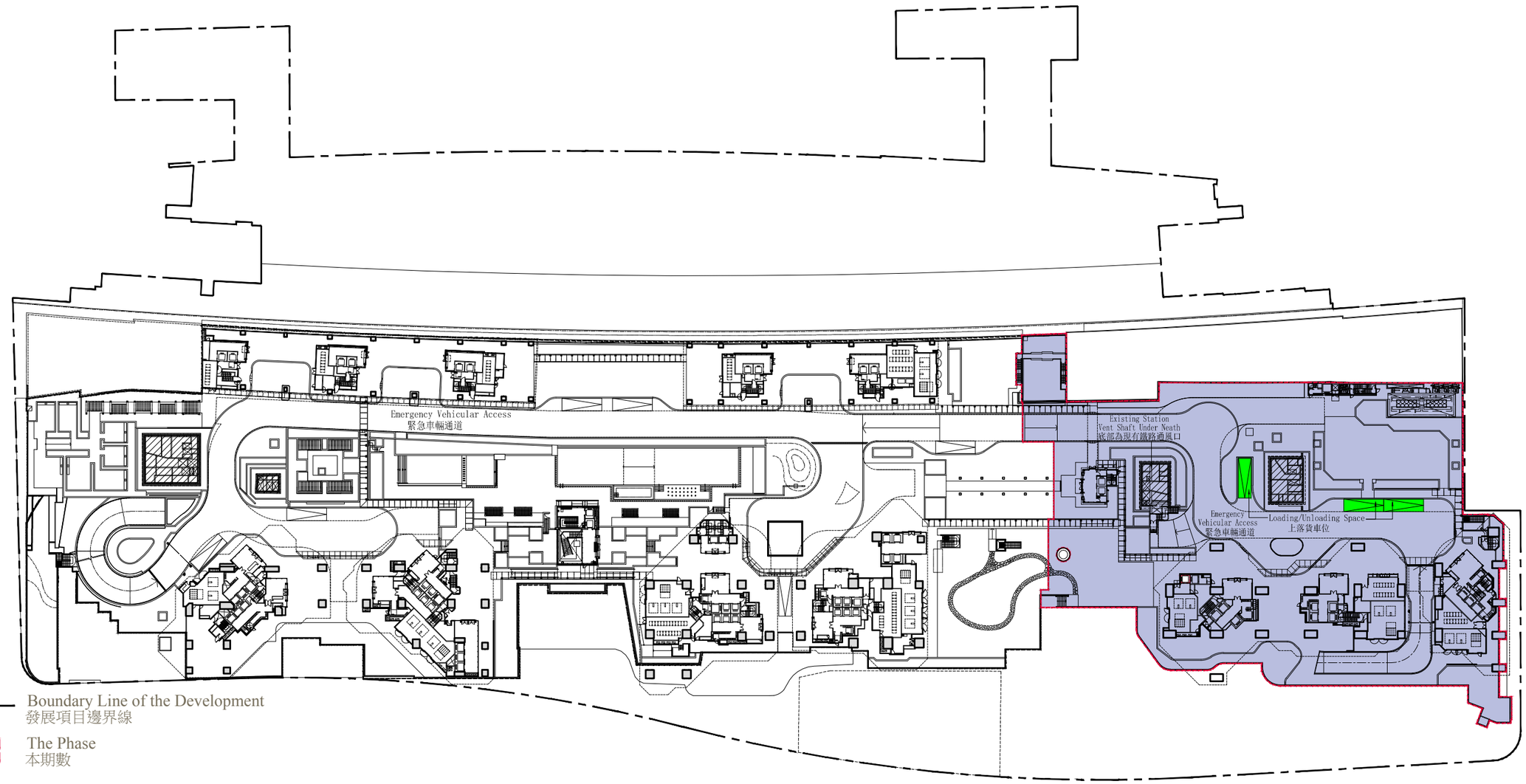
LOCATION, NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表 :

Type of Parking Spaces 停車位類別	**Location** 位置	**Number** 數目	**Dimensions (L x W) (m.)** 尺寸 (長x闊) (米)	**Area of each parking space (sq. m.)** 每個停車位面積 (平方米)
Residential Car Parking Spaces 住宅停車位	B2/F 地庫2層	126	5.0 x 2.5	12.5
Residential Accessible Car Parking Space 住宅暢通易達停車位		3	5.0 x 3.5	17.5
Residential Motor Cycle Parking Spaces 住宅電單車停車位		6	2.4 x 1.0	2.4

Scale
比例尺:
0 20 40
Metres 米

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

5/F Floor Plan
5樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

The Phase
本期數

Other Phases
其他期數

LOCATION, NUMBERS, DIMENSIONS AND AREA OF PARKING SPACES:
停車位位置、數目、尺寸及面積表 :

Type of Parking Spaces 停車位類別	**Location** 位置	**Number** 數目	**Dimensions (L x W) (m)** 尺寸 (長x闊) (米)	**Area of each parking space (sq. m.)** 每個停車位面積 (平方米)
Residential Loading and Unloading Space 住宅上落貨車位	5/F 5樓	3	11.0 x 3.5	38.5

Scale 0 20 40
比例尺:
Metres 米

SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the "preliminary agreement");

2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;

3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
   (i) the preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(該"臨時合約")時須支付款額為5%的臨時訂金；

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

3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
   (i) 該臨時合約即告終止；
   (ii) 有關的臨時訂金即予沒收；及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

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SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

A. Summary of the provisions of the Principal Deed of Mutual Covenant and Management Agreement (the "Principal DMC") and the draft Sub-Deed of Mutual Covenant and Management Agreement (the "Sub-DMC") that deal with the common parts of the Phase

1. "**Common Areas**" means (i) the Estate Common Areas, (ii) the Residential Common Areas, (iii) the Residential Car Park Common Areas and (iv) any common areas within the Estate (excluding the Commercial Accommodation) to be designated in any Sub-Deed of Mutual Covenant or Deed Poll to be entered into pursuant to the Principal DMC.

"**Estate Common Areas**" means those parts of the Estate which are intended for use by Owners of the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, the emergency vehicular access, driveways, run in and out, ramps, footpaths, staircases, landings, corridors and passages; pump rooms, transformer room, main switch room, electricity rooms, fire services control room, master water meter room, fuel tank rooms, street fire hydrant and sprinkler and fire services pump room, fan rooms, sprinkler control valve room, pipe ducts, emergency generator rooms, air duct shaft, parapet walls, structural walls and columns, the foundations and other structural elements of the buildings erected on the Estate; all the slabs of the said parts of the Estate above the upper boundary of the Station Complex including all the slabs above the water-proofing (if any) slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate, the movement joints therein and its associated protection thereof, parts of the Pedestrian Link, management office, security room, caretakers' quarters and all other communal areas within the Estate not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas, the Residential Car Park Common Areas, the common areas of the Commercial Accommodation and those areas forming parts of other Common Areas as designated or to be designated in any Sub-Deed of Mutual Covenant or Deed Poll). The Estate Common Areas in Phase 2 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Light Green and Light Green Circled Black on the plans annexed to the Principal DMC and the Estate Common Areas in other Phases shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases.

"**Residential Common Areas**" means those parts of the Residential Development intended for the common use and benefit of the Owners of the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to Noise Mitigation Measures (excluding those forming part or parts of a Residential Unit), Private Open Space (excluding Private Open Space for Public Use), Refuse Collection Point, owner's committee office, refuse storage and material recovery chamber, refuse collection vehicle parking space, rain water recycling tank and pump room, emergency vehicular access, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, shuttle lift lobbies, staircases, landings, walkways, covered pedestrian walkways, corridors and passages, refuge floors, communal podium gardens and greenery areas, acoustic fins, lift shafts, plant and equipment rooms podium deck, wider common corridors and lift lobbies of the Towers, refuse rooms, swimming pool filtration plant rooms, roofs and flat roofs, architectural features of the Towers and associated supporting beams and columns, air-conditioning platforms (including the grilles, if any, appertaining thereto), the external walls (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows)), non-structural prefabricated external wall, claddings, louvers, grilles and facades) of the Towers, parapet walls, structural walls and columns within or appertaining to the Residential Development, all the slabs of the said parts of the Residential Development above the upper boundary of the Station Complex including all the slabs above the water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Residential Development or any part thereof, as well as all the finishes of the Residential Development, the movement joints therein and its associated protection thereof, the loading and unloading spaces for goods vehicles, Visitors' Car Parking Spaces, caretaker's counters, Private Recreational Areas and Facilities, fire services pump rooms, transformer rooms, switch rooms, primary air unit rooms, main telecommunication broadcast equipment rooms, telecommunication duct, emergency generator rooms, water pump rooms, fan rooms, chiller plant room, water meter cabinet room, air handling unit rooms, filtration plant rooms, pipe ducts, pipe duct coverings, cable ducts, air duct shaft, mail boxes, canopy, lawns, water features, planters, footpaths, open spaces; parts of the Pedestrian Link; and other areas designated for the benefit of the Residential Development but excluding anything contained in the Estate Common Areas and the Residential Car Park Common Areas; the Residential Common Areas in Phase 2 are for the purpose of identification only as shown (where possible or capable of being shown) coloured Red on the plans annexed to the Principal DMC and the Residential Common Areas in other Phases shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases.

"**Residential Car Park Common Areas**" means those parts of the Car Park intended for the common use and benefit of the Owners, occupiers and licensees of the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, all accessory areas, circulation passages, void spaces, the movement joints therein and its associated protection thereof, entrances, ramps, driveways; and, in so far as they are capable of being shown on plans, the Residential Car Park Common Areas in Phase 2 are as shown for the purpose of identification only coloured Grey on the plans annexed to the Principal DMC and the Residential Car Park Common Areas in other Phases shall be identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Deed Poll to be executed in respect of such other Phases.

2. "**Common Areas In Phase 5**" means (i) the Estate Common Areas In Phase 5; (ii) the Residential Common Areas In Phase 5 and (iii) the Residential Car Park Common Areas In Phase 5.

"**Estate Common Areas In Phase 5**" means all those parts of Estate Common Areas within Phase 5 which are intended for use by the Owners of the Estate including, but not limited to, footpaths, corridors, passages and open spaces; cable riser duct, switch room, structural walls and columns, the foundations and other structural elements of the buildings erected on Phase 5; and all other communal areas within Phase 5 not used for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Areas In Phase 5 and Residential Car Park Common Areas In Phase 5). The Estate Common Areas In Phase 5 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Light Green and Yellow Circled Black on the plans annexed to the Sub-DMC.

"**Residential Common Areas In Phase 5**" means all those parts of Residential Common Areas within Phase 5 including, but not limited to, Noise Mitigation Measures In Phase 5 (excluding those forming part or parts of a Residential Unit In Phase 5), Private Open Space In Phase 5, guard room, clubhouse management office, emergency vehicular access, areas for installation or use of aerial broadcast distribution or telecommunications network facilities, transfer plates, residential entrance lobbies, staircases, landings, walkways, covered pedestrian walkways, corridors and passages, refuge floors, communal podium gardens and greenery areas, acoustic fins, lift shafts, plant and equipment rooms podium deck, wider common corridors and lift lobbies of the Towers in Phase 5, refuse rooms, roofs and flat roofs, architectural features of the Towers in Phase 5 and associated supporting beams and columns, air-conditioning platforms (including the grilles, if any, appertaining thereto), the external walls (including curtain walls or any part thereof (including the window frames, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of the curtain wall, the non-openable windows therein or thereto and window frames, glass panels, cast-in anchors, gasket, window sealant and such other components of such non-openable windows but excluding all openable windows installed therein and the frames enclosing the glass panels of the openable windows, glass panels, hinges, locks, handles, cast-in anchors, gasket, window sealant and such other components of such openable windows), non-structural prefabricated external wall, claddings, louvers, grilles and facades) of the Towers in Phase 5, parapet walls, structural walls and columns within or appertaining to the Residential Development in Phase 5, the loading and unloading spaces for goods vehicles, Private Recreational Areas and Facilities in Phase 5, fire services pump rooms, transformer rooms, switch rooms, primary air unit rooms, main telecommunication broadcast equipment rooms, telecommunication duct, water pump rooms, fan rooms, water meter cabinet room, pipe ducts, cable ducts, air duct shaft, mail boxes, canopy, lawns, water features, planters, footpaths, open spaces; but excluding anything contained in the Estate Common Areas In Phase 5 and the Residential Car Park Common Areas In Phase 5; the Residential Common Areas In Phase 5 are for the purpose of identification only as shown (where possible or capable of being shown) coloured Red and Red Stippled Black on the plans annexed to the Sub-DMC.

"**Residential Car Park Common Areas In Phase 5**" means all those parts of the Residential Car Park Common Areas within Phase 5 including, but not limited to, all accessory areas, circulation passages, void spaces, entrances, driveways. The Residential Car Park Common Areas In Phase 5 are for the purpose of identification only as shown (where possible and capable of being shown) coloured Grey on the plans annexed to the Sub-DMC.

3. "**Common Services and Facilities**" means (i) the Estate Common Services and Facilities, (ii) the Residential Common Services and Facilities, (iii) the Residential Car Park Common Services and Facilities and (iv) any common services and facilities within the Estate (excluding Commercial Accommodation) to be designated in any Sub-Deed of Mutual Covenant or Deed Poll to be entered into pursuant to the Principal DMC.

"**Estate Common Services and Facilities**" means those services and facilities constructed or to be constructed in on or under the Development and which serve the Estate as a whole and not for the sole benefit of any Owner or group of Owners of the Estate including, but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks ; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and fire-fighting systems, equipment and apparatus; street fire hydrant water tank, fire services tank, sprinkler water tank, security systems, equipment and apparatus; ventilation and air-conditioning plant and equipment; air-conditioners and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Services and Facilities, the Residential Car Park Common Services and Facilities, the common services and facilities of the Commercial Accommodation and those services and facilities forming parts of other Common Services and Facilities designated or to be designated in any Sub-Deed of Mutual Covenant or Deed Poll).

"**Residential Common Services and Facilities**" means those services and facilities constructed or installed or to be constructed or installed in on or under the Development and which serve the Residential Development and not for the sole benefit of any Owner of a Residential Unit, including but not limited to, EV Facilities for Visitors' Car Parking Spaces, aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities and the Residential Car Park Common Services and Facilities.

"**Residential Car Park Common Services and Facilities**" means those services and facilities in on or under the Car Park and which serve the Car Parking Spaces designated for the parking of motor vehicles or motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees including, but not limited to, plant and machinery, electrical installations, fittings and equipment, barriers, guard houses, collection booths and water supply apparatus.

4. "**Common Services and Facilities In Phase 5**" means (i) the Estate Common Services and Facilities In Phase 5, (ii) the Residential Common Services and Facilities In Phase 5 and (iii) the Residential Car Park Common Services and Facilities In Phase 5.

"**Estate Common Services and Facilities In Phase 5**" means all those Estate Common Services and Facilities within Phase 5 including, but not limited to, sewers, gutters, drains, pipes and ducts; pumps, tanks; wires, cables, electrical installations, fittings, equipment and apparatus; fire alarm, fire protection and fire-fighting systems, equipment and apparatus; fire services tank, sprinkler water tank, security systems, equipment and apparatus; ventilation and air-conditioning plant and equipment; air-conditions and fans and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the common use and benefit of the Estate as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners of the Estate (but excluding the Residential Common Services and Facilities In Phase 5 and Residential Car Park Common Services and Facilities In Phase 5).

"**Residential Common Services and Facilities In Phase 5**" means all those Residential Common Services and Facilities within Phase 5 including but not limited to, aerial broadcast distribution or telecommunication network facilities, drains, channels, water tanks, ducting, pipes, cables, wiring, plant and machinery, air-conditioning and ventilation system, electrical installations, fittings, equipment and apparatus, lifts, fire-fighting installations and equipment, security systems and apparatus and gondolas but excluding anything contained in the Estate Common Services and Facilities In Phase 5 and the Residential Car Park Common Services and Facilities In Phase 5.

"**Residential Car Park Common Services and Facilities in Phase 5**" means all those Residential Car Park Common Services and Facilities in on or under Phase 5 including, but not limited to, plant and machinery, electrical installations, fittings and equipment, barriers and water supply apparatus.

B. The number of undivided shares assigned to each residential property in the Phase

Tower 6

Floor \ Flat	A	B	C	D	E	F	G	H	J
6/F-12/F, 15/F-23/F & 25/F-28/F	1108	948	249	353	342	243	244	341	332
30/F-33/F, 35/F-43/F, 45/F-53/F & 55/F-56/F	1102	948	249	353	342	243	244	341	332

Note: (i) 13/F, 14/F, 24/F, 34/F, 44/F & 54/F are omitted.
(ii) 29/F is refuge floor.

Tower 7

Floor \ Flat	A	B	C	D	E	F	G	H	J	K	L
6/F-12/F, 15/F-23/F, 25/F-26/F & 28/F-29/F	1384	322	315	471	409	316	313	313	317	341	479
30/F-33/F, 35/F-43/F & 45/F-51/F	1382	319	315	471	409	316	313	313	317	341	479

Note: (i) 13/F, 14/F, 24/F, 34/F & 44/F are omitted.
(ii) 27/F is refuge floor.

Tower 8

Floor \ Flat	A	B	C	D	E	F	G	H
6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F & 45/F-51/F	1383	328	375	247	239	313	317	351

Note: (i) 13/F, 14/F, 24/F, 34/F & 44/F are omitted.
(ii) 27/F is refuge floor.

Royal Sky Mansion

Floor \ Flat	A	B
8/F-11/F	1987	1498

Aster Sky Mansion

Floor \ Flat	A	B
8/F-11/F	1488	1591

C. The terms of years for which the manager of the Phase is appointed

5. The manager of the Estate shall be appointed for an initial period of 2 years commencing on the date of the Principal DMC and shall thereafter continue from year to year, subject to the provisions for termination contained in the Principal DMC.

6. No manager is appointed under the Principal DMC in respect of the MTR Portion and the KCR Portion. The MTR Portion and the KCR Portion shall be managed and controlled by the Owners of the MTR Portion and the KCR Portion respectively.

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

7. The owners of the residential properties in the Phase shall contribute towards the management expenses in the following manner:

(a) All owners of the residential properties in the Phase (together with others) shall contribute to the expenses of the Estate Management Budget (as defined in the Principal DMC) in the proportion that the Management Units (as defined in the Principal DMC) attributable to the Units (as defined in the Principal DMC) owned by them (together with others) bears to the total Management Units allocated to the Estate (as defined in the Principal DMC).

(b) The owners of the residential properties in the Phase (together with others) shall contribute to the expenses of the Residential Development Management Budget (as defined in the Principal DMC) in the proportion that the Management Units attributable to the Units owned by them (together with others) bears to the total Management Units allocated to the Phase.

(c) The owners of the residential properties shall contribute to such percentage of the costs and expenses of the Residential Car Park Management Budget (as defined in the Principal DMC) calculated according to the formula hereinafter stated in the proportion that the Management Units attributable to the Residential Units owned by them bear in particular to the total Management Units attributable to all Residential Units. The percentage of the expenditure is to be calculated in the proportion that the gross floor area of the Visitors' Car Parking Spaces (as defined in the Principal DMC) bears to the total gross floor area of the Car Parking Spaces (as defined in the Principal DMC) and the Visitors' Car Parking Spaces

Provided That where the Manager prepares sub-budgets or sub-sub-budgets for any part of the Estate other than the Estate Management Budget, the Residential Development Management Budget and the Residential Car Park Management Budget, only the expenses which are attributable to that part as a whole shall be apportioned and the expenses of any sub-budget or sub-sub-budget shall be paid by the Owners of Units covered by such a sub-budget or sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to the relevant part of the Estate covered by such a sub-budget or sub-sub-budget.

8. The number of Management Units allocated to each residential property in the Phase is as follows:

Tower 6

Floor \ Flat	A	B	C	D	E	F	G	H	J
6/F-12/F, 15/F-23/F & 25/F-28/F	1108	948	249	353	342	243	244	341	332
30/F-33/F, 35/F-43/F, 45/F-53/F & 55/F-56/F	1102	948	249	353	342	243	244	341	332

Note: (i) 13/F, 14/F, 24/F, 34/F, 44/F & 54/F are omitted.
(ii) 29/F is refuge floor.

Tower 7

Floor \ Flat	A	B	C	D	E	F	G	H	J	K	L
6/F-12/F, 15/F-23/F, 25/F-26/F & 28/F-29/F	1384	322	315	471	409	316	313	313	317	341	479
30/F-33/F, 35/F-43/F & 45/F-51/F	1382	319	315	471	409	316	313	313	317	341	479

Note: (i) 13/F, 14/F, 24/F, 34/F & 44/F are omitted.
(ii) 27/F is refuge floor.

Tower 8

Floor \ Flat	A	B	C	D	E	F	G	H
6/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F & 45/F-51/F	1383	328	375	247	239	313	317	351

Note: (i) 13/F, 14/F, 24/F, 34/F & 44/F are omitted.
(ii) 27/F is refuge floor.

Royal Sky Mansion

Floor \ Flat	A	B
8/F-11/F	1987	1498

Aster Sky Mansion

Floor \ Flat	A	B
8/F-11/F	1488	1591

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

9. The management fee deposit of a residential property in the Phase is a sum equivalent to three months' Management Charges (as defined in the Principal DMC).

F. Summary of the provisions of the deed of mutual covenant that deal with the area (if any) retained by the owner for that owner's own use

10. Not applicable.

Unless otherwise defined in this sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the Principal DMC and Sub-DMC.

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

A. 處理期數的公用部份的主公契及管理協議(「主公契」)及副公契及管理協議擬稿(「副公契」)的條文的摘要

1. 「**公用地方**」是指(i)「屋苑公用地方」、(ii)「住宅公用地方」、(iii)「住宅停車場公用地方」及(iv)擬按照「主公契」訂立的任何「副公契」或「分割契據」中指定在「屋苑」(不包括「商業樓宇」)內的任何公用地方。

「**屋苑公用地方**」是指擬供「屋苑」的「業主」整體使用，而非供「屋苑」任何個別「業主」或一群「業主」獨自享用的「屋苑」部分，包括但不限於緊急車輛通道、行車道、出入口、斜路、行人道、樓梯、梯台、走廊及通道；泵房、變壓器房、總電掣房、電力房、消防控制室、總水錶房、燃料箱室、街道消防龍頭與灑水器及消防泵房、電扇房、灑水器控制閥室、管槽、緊急發電機房、氣槽井道、護牆、承重牆及柱、現已建於「屋苑」上的建築物的地基及其他結構項件；在「車站綜合大樓」上邊界對上的「屋苑」所述部分的所有樓板，包括防水板(如有)及緊接其上的系統和相關保護件上面的所有樓板，以及服務「屋苑」或其任何部分的所有公用事業設施、服務設施、槽、井及設施和「屋苑」所有裝修物料、其伸縮接縫及相關保護件、部分「行人連接走道」、管理處、保安室、管理員宿舍，以及「屋苑」內並非供「屋苑」任何個別「業主」或一群「業主」獨自享用的所有其他公用地方(但不包括「住宅公用地方」、「住宅停車場公用地方」、「商業樓宇」的公用地方及任何「副公契」或「分割契據」中指定或擬指定構成其他「公用地方」的地方)。「第2期」的「屋苑公用地方」在附錄於「主公契」的圖則以淺綠色和淺綠色加黑圈顯示(如可以顯示)，僅作識別之用，而其他「期數」的「屋苑公用地方」應在附錄於任何就該等其他「期數」而訂立的「副公契」或「分割契據」的圖則加以識別。

「**住宅公用地方**」是指擬供「住宅發展項目」的「業主」共同使用及享用，而非供任何個別「住宅單位」的「業主」獨自享用的「住宅發展項目」部分，包括但不限於「噪音緩解措施」(不包括構成「住宅單位」的部分)、「私人休憩用地」(不包括「公眾用途私人休憩用地」)、垃圾收集站、業主委員會辦事處、垃圾儲存及物料回收房、垃圾車停車位、雨水循環再用水箱及泵房、緊急車輛通道、用以安裝或使用天線廣播分導或電訊網絡設施的地方、轉換層、住宅入口大堂、穿梭電梯大堂、樓梯、梯台、走道、有蓋行人走道、走廊及通道、避火層、公用平台花園及綠化區、隔聲鰭、電梯井、機器及設備室平台、「大廈」的加闊公用走廊及電梯大堂、垃圾房、游泳池過濾機房、天台及平台、「大廈」的建築裝飾及相關的支承橫樑及柱、冷氣機平台(包括其附屬的欄柵(如有))、外牆(包括玻璃幕牆或其任何部分(包括窗框、玻璃片、窗鉸、鎖、柄、澆注錨固、墊條、窗戶密封膠及玻璃幕牆其他組件、其不能開關的窗戶以及該等不能開關窗戶的窗框、玻璃片、澆注錨固、墊條、窗戶密封膠及其他組件，但不包括其安裝的所有可開關窗戶及圍封可開關窗戶玻璃片的窗框、該等可開關窗戶的玻璃片、窗鉸、鎖、柄、澆注錨固、墊條、窗戶密封膠及其他組件)、「大廈」的非結構預製外牆、覆蓋層、百葉窗、欄柵及外立面、「住宅發展項目」內部或附屬的護牆、結構牆及柱、在「車站綜合大樓」上邊界對上的「住宅發展項目」所述部分的所有樓板，包括防水板及緊接其上的系統和相關保護件上面的所有樓板，以及服務「住宅發展項目」或其任何部分的所有公用事業設施、服務設施、槽、井及設施和「住宅發展項目」所有裝修物料、其伸縮接縫及相關保護件、貨車上落貨區、「訪客停車位」、管理員櫃檯、「私人康樂區及設施」、消防泵房、變壓器房、電掣房、主空氣機組室、主電訊廣播設備室、電訊管道、緊急發電機房、水泵房、電扇房、製冷機房、水錶櫃房、空氣處理機組室、過濾機房、管槽、管槽覆蓋物、電纜槽、氣槽井道、郵箱、簷篷、草坪、水裝飾、花槽、行人道、休憩用地；「行人連接走道」的部分；以及指定供「住宅發展項目」享用的其他地方，但不包括「屋苑公用地方」及「住宅停車場公用地方」所包含的任何部分；「第2期」的「住宅公用地方」在附錄於「主公契」的圖則以紅色顯示(如可以顯示)，僅作識別之用，而其他「期數」的「住宅公用地方」應在附錄於任何就該等其他「期數」而訂立的「副公契」或「分割契據」的圖則加以識別。

「**住宅停車場公用地方**」是指擬供「停車位」的「業主」、佔用人及被許可人共同使用和享用及指定用作停泊「住宅單位」住客及其真正賓客、訪客或獲邀人士所擁有之汽車或電單車的「停車場」部分，包括但不限於所有配套區、迴旋處、中空範圍、其伸縮接縫及相關保護件、入口、斜路、行車道；以及如可以顯示的話，「第2期」的「住宅停車場公用地方」在附錄於「主公契」的圖則以灰色顯示，僅作識別之用，而其他「期數」的「住宅停車場公用地方」應在附錄於任何就該等其他「期數」而訂立的「副公契」或「分割契據」的圖則加以識別。

2. 「**第5期公用地方**」是指(i)「第5期屋苑公用地方」、(ii)「第5期住宅公用地方」及(iii)「第5期住宅停車場公用地方」。

「**第5期屋苑公用地方**」是指擬供「屋苑」的「業主」使用位於「第5期」內的「屋苑公用地方」部分，包括但不限於行人道、走廊、通道及休憩用地；直立電纜槽、電掣房、承重牆及柱、地基及現已建於「第5期」上的地基及其他結構項件，以及「第5期」內並非供「屋苑」任何個別「業主」或一群「業主」獨家享用的所有其他公用地方(但不包括「第5期住宅公用地方」及「第5期住宅停車場公用地方」)。「第5期屋苑公用地方」在附錄於「副公契」的圖則以淺綠色及黃色加黑圓圈顯示(如可以顯示)，僅作識別之用。

「**第5期住宅公用地方**」是指「第5期」內的「住宅公用地方」部分，包括但不限於「第5期噪音緩解措施」(不包括構成「第5期住宅單位」的部分)、「第5期私人休憩用地」、守衛室、會所管理辦事處、緊急車輛通道、用以安裝或使用天線廣播分導或電訊網絡設施的地方、轉換層、住宅入口大堂、樓梯、梯台、走道、有蓋行人走道、走廊及通道、避火層、公用平台花園及綠化區、隔聲鰭、電梯井、機器及設備室平台、於「第5期」的「大廈」的加闊公用走廊及電梯大堂、垃圾房、天台及平台、於「第5期」的「大廈」的建築裝飾及相關的支承橫樑及柱、冷氣機平台(包括其附屬的欄柵(如有))、外牆(包括玻璃幕牆或其任何部分(包括窗框、玻璃片、窗鉸、鎖、柄、澆注錨固、墊條、窗戶密封膠及玻璃幕牆其他組件、其不能開關的窗戶以及該等不能開關窗戶的窗框、玻璃片、澆注錨固、墊條、窗戶密封膠及其他組件，但不包括其安裝的所有可開關窗戶及圍封可開關窗戶玻璃片的窗框、該等可開關窗戶的玻璃片、窗鉸、鎖、柄、澆注錨固、墊條、窗戶密封膠及其他組件)、於「第5期」的「大廈」的非結構預製外牆、覆蓋層、百葉窗、欄柵及外立面)、於「第5期」的「住宅發展項目」內部或相關的護牆、結構牆及柱、上落客貨車位、「第5期私人康樂區及設施」、消防泵房、變壓器房、電掣房、主空氣處理機組室、主要電訊廣播設備機房、電訊管道、水泵房、通風機房、水錶櫃房、管槽、電纜槽、氣槽井道、郵箱、簷篷、草坪、水飾、花槽、行人道、休憩用地；但不包括「第5期屋苑公用地方」及「第5期住宅停車場公用地方」所包含的任何部分；「第5期住宅公用地方」在附錄於「副公契」的圖則以紅色及紅色綴黑網點顯示(如可以顯示)，僅作識別之用。

「**第5期住宅停車場公用地方**」是指位於「第5期」內的「住宅停車場公用地方」，包括但不限於所有配套區域、迴旋處、中空範圍、入口及行車道。「第5期住宅停車場公用地方」在附錄於「副公契」的圖則以灰色顯示(如可以顯示)，僅作識別之用。

3. 「**公用服務及設施**」是指(i)「屋苑公用服務及設施」、(ii)「住宅公用服務及設施」、(iii)「住宅停車場公用服務及設施」及(iv)擬按照「主公契」訂立的任何「副公契」或「分割契據」中指定在「屋苑」(不包括「商業樓宇」)內的任何公用服務及設施。

「**屋苑公用服務及設施**」是指現已或將會在「發展項目」之內、之上或之下建造用以服務整個「屋苑」，而非供「屋苑」任何「業主」或一群「業主」獨自享用的服務及設施，包括但不限於污水渠、溝渠、排水渠、管槽；泵、水箱；電線、電纜、電力裝置、配件、設備及器具；火警警報器、防火及消防系統、設備及器具；街道消防龍頭水箱、消防水箱、灑水器水箱、保安系統、設備及器具；通風及空調機器和設備；冷氣機及風扇，以及供「屋苑」共同使用及享用作為其便利設施，而非供「屋苑」任何「業主」或一群「業主」獨自享用的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括「住宅公用服務及設施」、「住宅停車場公用服務及設施」、「商業樓宇」的公用服務及設施以及任何「副公契」或「分割契據」指定或擬指定構成其他「公用服務及設施」一部分的服務及設施)。

「**住宅公用服務及設施**」是指現已或將會在「發展項目」之內、之上或之下以建造或安裝用以服務「住宅發展項目」，而非供任何個別「住宅單位」的「業主」獨自享用的服務及設施，包括但不限於「供訪客停車位使用的電動汽車設施」、天線廣播分導或電訊網絡設施、排水渠、渠道、水箱、槽、管道、電纜、電線、機器及機械、空調及通風系統、電力裝置、配件、設備及器具、電梯、消防裝置及設備、保安系統、器具及吊船，但不包括「屋苑公用服務及設施」和「住宅停車場公用服務及設施」所包含的任何物件。

「**住宅停車場公用服務及設施**」是指位於「停車場」之內、之上或之下並且為指定用作停泊「住宅單位」的住客及其真正賓客、訪客或獲邀人士所擁有之汽車或電單車的「停車位」服務的服務及設施，包括但不限於機器及機械、電力裝置、配件及設備、電閘、保安護衛亭、收費亭及供水器具。

4. 「**第5期公用服務及設施**」是指(i)「第5期屋苑公用服務及設施」、(ii)「第5期住宅公用服務及設施」及(iii)「第5期住宅停車場公用服務及設施」。

「**第5期屋苑公用服務及設施**」是指「第5期」內的「屋苑公用服務及設施」，包括但不限於污水渠、溝渠、排水渠、管槽；泵、水箱；電線、電纜、電力裝置、配件、設備及器具；火警警報器、防火及消防系統、設備及器具；消防水缸、花灑水缸、保安系統、設備及器具，通風和空調機器及設備；空調、風扇，以及供「屋苑」共同使用及享用作內其便利設施，而非供「屋苑」任何「業主」或一群「業主」獨家享用的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括「第5期住宅公用服務及設施」及「第5期住宅停車場公用服務及設施」)。

「**第5期住宅公用服務及設施**」是指「第5期」內的「住宅公用服務及設施」，包括但不限於天線廣播分導或電訊網絡設施、排水渠、渠道、水箱、槽、管道、電纜、電線、機器及機械、空調及通風系統、電力裝置、配件、設備及器具、電梯、消防裝置及設備、保安系統、器具及吊船，但不包括「第5期屋苑公用服務及設施」及「第5期住宅停車場公用服務及設施」所包含的任何物件。

「**第5期住宅停車場公用服務及設施**」是指「第5期」之內、之上或之下的「住宅停車場公用服務及設施」，包括但不限於機器及機械、電力裝置、配件及設備、電閘及供水器具。

B. 分配予期數中的每個住宅物業的不分割份數的數目

第6座

樓層 \ 單位	A	B	C	D	E	F	G	H	J
6樓至12樓、15樓至23樓及25樓至28樓	1108	948	249	353	342	243	244	341	332
30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓	1102	948	249	353	342	243	244	341	332

備註：(i) 不設13樓、14樓、24樓、34樓、44樓及54樓。
(ii) 庇護層設於29樓。

第7座

樓層 \ 單位	A	B	C	D	E	F	G	H	J	K	L
6樓至12樓、15樓至23樓、25樓至26樓及28樓至29樓	1384	322	315	471	409	316	313	313	317	341	479
30樓至33樓、35樓至43樓及45樓至51樓	1382	319	315	471	409	316	313	313	317	341	479

備註：(i) 不設13樓、14樓、24樓、34樓及44樓。
(ii) 庇護層設於27樓。

第8座

樓層 \ 單位	A	B	C	D	E	F	G	H
6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓	1383	328	375	247	239	313	317	351

備註：(i) 不設13樓、14樓、24樓、34樓及44樓。
(ii) 庇護層設於27樓。

皇鑽匯

樓層 \ 單位	A	B
8樓至11樓	1987	1498

彗鑽匯

樓層 \ 單位	A	B
8樓至11樓	1488	1591

C. 有關期數的管理人的委任年期

5. 「屋苑」的管理人的首屆任期由「主公契」的日期起計兩(2)年，並於期滿後獲繼續任職直至依照「主公契」條款終止委任為止。

6. 根據「主公契」，就「地鐵部分」及「九鐵部分」並無委任管理人。「地鐵部分」和「九鐵部分」分別由「地鐵部分」的業主和「九鐵部分」的業主管理和控制。

D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

7. 「期數」中的住宅物業的擁有人應按照下列方式分擔管理開支：

(a) 「期數」中的住宅物業的所有業主(連同其他業主)須分擔「屋苑管理預算」(於「主公契」中定義)的開支，該部分相等於分配予其擁有的「單位」(於「主公契」中定義)的「管理份數」(於「主公契」中定義)(連同其他業主)除以分配予「屋苑」(於「主公契」中定義)的總「管理份數」。

(b) 「期數」中的住宅物業的業主(連同其他業主)須分擔「住宅發展項目管理預算」(於「主公契」中定義)的開支，該部分相等於分配予其擁有的「單位」的「管理份數」(連同其他業主)除以分配予「期數」的總「管理份數」。

(c) 住宅物業的業主須分擔「住宅停車場管理預算」(於「主公契」中定義)的開支和費用的該等百分比(根據下述的公式計算)，該部分相等於分配予其擁有的「住宅單位」的「管理份數」除以分配予所有「住宅單位」的總「管理份數」。開支的百分比的計算方法，是將「訪客停車位」(於「主公契」中定義)的總建築面積除以「停車位」(於「主公契」中定義)和「訪客停車位」的總建築面積。

如果管理人除了編制「屋苑管理預算」、「住宅發展項目管理預算」及「住宅停車場管理預算」以外，為「屋苑」的任何部分編制副管理預算或次級管理預算，應該只分攤歸屬於該等部分的費用，任何副管理預算或次級管理預算的開支應由該副管理預算或次級管理預算所涵蓋的「單位」的業主支付，該部分相等於分配予其擁有的「單位」的「管理份數」除以分配予由該副管理預算或次級管理預算所涵蓋的「屋苑」相關部分的總「管理份數」。

8. 分配予期數中的每個住宅物業的管理份數的數目如下：

第6座

樓層 \ 單位	A	B	C	D	E	F	G	H	J
6樓至12樓、15樓至23樓及25樓至28樓	1108	948	249	353	342	243	244	341	332
30樓至33樓、35樓至43樓、45樓至53樓及55樓至56樓	1102	948	249	353	342	243	244	341	332

備註：(i) 不設13樓、14樓、24樓、34樓、44樓及54樓。
(ii) 庇護層設於29樓。

第7座

樓層 \ 單位	A	B	C	D	E	F	G	H	J	K	L
6樓至12樓、15樓至23樓、25樓至26樓及28樓至29樓	1384	322	315	471	409	316	313	313	317	341	479
30樓至33樓、35樓至43樓及45樓至51樓	1382	319	315	471	409	316	313	313	317	341	479

備註：(i) 不設13樓、14樓、24樓、34樓及44樓。
(ii) 庇護層設於27樓。

第8座

樓層 \ 單位	A	B	C	D	E	F	G	H
6樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓及45樓至51樓	1383	328	375	247	239	313	317	351

備註：(i) 不設13樓、14樓、24樓、34樓及44樓。
(ii) 庇護層設於27樓。

皇鑽匯

樓層 \ 單位	A	B
8樓至11樓	1987	1498

彗鑽匯

樓層 \ 單位	A	B
8樓至11樓	1488	1591

E. 計算管理費按金的基準

9. 「期數」中的一個住宅物業的管理費按金相當於三(3)個月管理開支(於「主公契」中定義)。

F. 處理擁有人在期數中保留作自用的範圍(如有的話)的公契條文的摘要

10. 不適用。

除非在本售樓說明書有定義，以上使用的方括號內的詞語與「主公契」及「副公契」內的詞語具有相同的意義。

SUMMARY OF LAND GRANT
批地文件的摘要

1. The Phase is situated on New Kowloon Inland Lot No. 6333.

2. New Kowloon Inland Lot No. 6333 (the "**Lot**") was granted under an Agreement and Conditions of Exchange dated 31 January 2012 deposited in the Land Registry as Conditions of Exchange No. 20158 (the "**Land Grant**") for a term of 50 years commencing on 31 January 2012.

3. User

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

"(14) (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 and the Nam Cheong Station (as defined in Special Condition No.(24)(a) hereof).

(b) Without prejudice to the generality of sub-clause (a) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot 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, the Approved Building Plans, the Approved Landscape Master Plan referred to in Special Condition No.(16) hereof and any master layout plan or plans approved by the Town Planning Board."

4. Building covenant

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

"(13) The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2020."

5. Indemnity by Grantee

General Condition No.4 of the Land Grant stipulates that:-

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

6. Maintenance

General Condition No.6 of the Land Grant stipulates that:-

"6. (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions (as defined in General Condition No.12):

(i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and

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

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

7. The First Public Road Reserved Area and the Subway Reserved Area

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

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

(i) the land occupied by the existing public road structures (hereinafter referred to as "the First Public Road") including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black on Plan Ia (the land and the air space excepted and reserved in this sub-clause (a)(i) are hereinafter collectively referred to as "the First Public Road Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the First Public Road, including but not limited to portion of the existing retaining wall with Feature No. 11NW-C/R 143 as shown and marked by a red line on Plan Ia, constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the First Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(ii) the stratum of land occupied by the existing subway structure or structures (hereinafter referred to as "the Pedestrian Subway") as shown on Plan Ib within the areas shown coloured pink circled black rippled black, pink circled black and pink circled black crossed black on Plan Ia (the stratum of land excepted and reserved in this sub-clause (a)(ii) is hereinafter referred to as "the Subway Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the Pedestrian Subway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Pedestrian Subway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(b) The Grantee shall have no rights, title, ownership, possession or use of the First Public Road Reserved Area and the Subway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the First Public Road Reserved Area as a public road and the Subway Reserved Area as a pedestrian subway or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, save any railway structures and associated facilities below the upper surface of the First Public Road existing on the day of this Agreement, no building or structure or support for any building or structure shall be erected or constructed within or on the First Public Road Reserved Area and the Subway Reserved Area except with the prior written consent of the Director who may at his sole discretion decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the First Public Road, the Pedestrian Subway and the buildings or structures erected or to be erected within or on the First Public Road Reserved Area and the Subway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the First Public Road and the Pedestrian Subway and the structures and installations supporting or appurtenant to the First Public Road and the Pedestrian Subway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the First Public Road Reserved Area and the Subway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and 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 Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the First Public Road and the Pedestrian Subway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

8. The Second Public Road Reserved Area

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

"(8) (a) There are excepted and reserved unto the Government the land and air space in the area shown coloured pink edged green and marked "AREA A" on Plan Ia above the level of 1.95 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion and the land and air space in the area shown coloured pink edged green and marked "AREA B" on Plan Ia above the level of 1.65 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion for the purpose of a public road (hereinafter referred to as "the Second Public Road") (the land and air spaces excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Second Public Road Reserved Area") together with

(i) all necessary rights of occupation of all supporting structures and connections to the Second Public Road constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Second Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Second Public Road Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Second Public Road Reserved Area as a public road for vehicular and pedestrian traffic or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, no building or structure or support for any building or structure shall be erected or constructed within or on the Second Public Road Reserved Area except with the prior written consent of the Director who may at his sole discretion, decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the Second Public Road and the buildings or structures erected or to be erected within or on the Second Public Road Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the Second Public Road and the structures and installations supporting or appurtenant to the Second Public Road;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Second Public Road Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Second Public Road Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage, or other effluent, air, telephone lines and other services to and from the Second Public Road Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and 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 Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the Second Public Road, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

9. The Highway Reserved Area (Existing West Kowloon Highway)

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

"(9) (a) There are excepted and reserved unto the Government the land and air space in the areas shown coloured pink crossed black and pink circled black crossed black on Plan Ia above the level of 12.65 metres above the Hong Kong Principal Datum or such other level as may be determined by the Director at his sole discretion for the purpose of the existing West Kowloon Highway (hereinafter referred to as "the West Kowloon Highway") (the land and air space excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Highway Reserved Area") together with

(i) all necessary rights of occupation of all supporting structures and connections to the West Kowloon Highway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the West Kowloon Highway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Highway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Highway Reserved Area as the West Kowloon Highway for vehicular traffic or otherwise.

(d) The Grantee shall not use any part or parts of the lot below the Highway Reserved Area for any purpose except as provided in sub-clause (g) of this Special Condition.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the West Kowloon Highway and the buildings or structures erected or to be erected within or on the Highway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the West Kowloon Highway and the structures and installations supporting or appurtenant to the West Kowloon Highway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Highway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Highway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Highway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and 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 Grantee or any other person arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the West Kowloon Highway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) No building, structure and installation shall be constructed or erected below the Highway Reserved Area except those which are required for the operation and use of the Tung Chung Line and the Airport Express Line of the Mass Transit Railway and ancillary structures and installations. For the purpose of these Conditions "Mass Transit Railway" shall be as defined in the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation."

10. The XRL Reserved Area

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

"(10) (a) (i) Subject to Special Condition No.(5)(a)(ii) hereof, there are excepted and reserved unto the Government the underground stratum in the areas shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia between the levels of 8.20 metres below the Hong Kong Principal Datum and 38.70 metres below the Hong Kong Principal Datum for the purpose of construction, operation and maintenance of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link (hereinafter referred to as "the XRL") (the underground stratum excepted and reserved in this sub-clause (a)(i) is hereinafter referred to as "the XRL Reserved Area").

(ii) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the XRL Reserved Area save and except those existing structures, piles, foundations, footings or supports, with or without modification, and new structures, piles, foundations, footings or supports which are approved in writing by the Director for the support of the development on the lot (hereinafter collectively referred to as the "Supporting Structures"). The Government shall have the right to demolish, modify, remove and reconstruct any part or parts of the Supporting Structures within the XRL Reserved Area at its own costs before the Second Deferred Possession Area Delivery Date.

(b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense maintain the Supporting Structures (with or without modification or reconstruction by the Government) in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability 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 Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Supporting Structures and removal of any building or structure or support for any building or structure not approved by the Director from the XRL Reserved Area.

(d) The Grantee shall have no rights, title, ownership, possession or use of the XRL Reserved Area except the Supporting Structures (with or without modification or reconstruction by the Government).

(e) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (f) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.

(f) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel, the XRL Operator and the Nominated Persons (as defined respectively in Special Condition Nos.(66)(a)(i) and (66)(a)(ii) hereof) free of costs and charges the following rights:

(i) the right of support and protection for the XRL and the buildings or structures erected or to be erected within the XRL Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the XRL and the structures and installations supporting or appurtenant to the XRL;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(g) The Government, its officers, agents, contractors and 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 Grantee or any other persons whether arising out of or incidental to the exercise of the rights conferred under sub-clauses (a) and (f) of this Special Condition and the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, and no claim for compensation shall be made against it by the Grantee in respect of any such loss, damage, nuisance or disturbance."

11. Preservation of trees

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

"(15) No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate. No site formation works shall be commenced on the lot or any part thereof until the consent of the Director, if required, has been granted under this Special Condition."

12. Landscape master plan

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

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

(b) (i) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas, the open-sided covered landscaped area referred to in sub-clause (e) of this Special Condition, and such other information as the Director may require. No superstructure work shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director.

(ii) Not less than 22.45% of the area of the lot shall be planted with trees, shrubs or other plants.

(iii) Not less than 19.77% of the 22.45% of the area of the lot referred to in sub-clause (b)(ii) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

(iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the 22.45% of the area of the lot shall be final and binding on the Grantee.

(v) The Director may at his sole discretion accept any non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.

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

(d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

(e) The Director at his sole discretion may in calculating the gross floor area of any building or buildings erected or to be erected on the lot exclude any structure or floor space of any open-sided covered landscaped area or any part or parts thereof. The decision of the Director as to what constitutes such open-sided covered landscaped area and the calculation of the gross floor area of such open-sided covered landscaped area shall be final and binding upon the Grantee.

(f) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(40)(a)(v) hereof."

13. Development conditions

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

"(17) Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.6) of the lot or any part thereof:

(a) the Grantee shall only erect, construct, provide and maintain upon the lot accommodation and facilities for:

(i) the Nam Cheong Station (as defined in Special Condition No.(24)(a) hereof);

(ii) (I) private residential purpose (such accommodation and facilities are hereinafter referred to as "the Residential Accommodation") with a total gross floor area of not less than 128,820 square metres and not more than 214,700 square metres; and

(II) commercial purpose and the Centre as defined in Special Condition No.(23) hereof (such accommodation and facilities are hereinafter referred to as "the Commercial Accommodation") with a total gross floor area of not less than 16,596 square metres and not more than 27,660 square metres;

(b) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;

(c) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;

(d) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 145,416 square metres and shall not exceed 242,360 square metres;

(e) (i) the total number of residential units erected or to be erected on the lot shall not be less than 3,313; and

(ii) out of the total number of residential units provided under sub-clause (e)(i) of this Special Condition, not less than 2,485 residential units shall be in the size of not exceeding 50 square metres in saleable area each;

(f) (i) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 181.70 metres above the Hong Kong Principal Datum or such other height as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium, provided that with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods, antenna, telecommunication service equipment, lightning protection facilities, building maintenance plant and similar roof-top structures, excluding communal sky garden, may be erected or placed on the roof of the building or buildings so as to exceed the above height limit; and

(ii) no part of any podium of the development on the lot (the decision of the Director as to what constitutes such podium shall be final and binding upon the Grantee) may in the aggregate exceed a height of 27 metres above the Hong Kong Principal Datum or such other height as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium provided that:

(I) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar structures and facilities may be erected or placed on the podium of the development on the lot so as to exceed the height limit stipulated in sub-clause (f)(ii) of this Special Condition;

(II) for the purpose of calculating the height of the podium stipulated in sub-clause (f)(ii) of this Special Condition, the residential blocks, parking spaces, clubhouses, vent shafts for the Nam Cheong Station (as defined in Special Condition No.(24)(a) hereof), covered walkway, the Facilities provided under Special Condition No.(19) hereof and any other structures as shown on the Approved Landscape Master Plan and any master layout plan or plans approved by the Town Planning Board erected or to be erected at, on, over or above the podium of the development on the lot shall not be taken into account for such calculation; and

(III) in calculating the podium height referred to in sub-clause (f)(ii) of this Special Condition, the height shall be measured up to the structural level of the podium (the decision of the Director as to what constitutes such structural level shall be final and binding on the Grantee);

(g) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected façade length of 60 metres or more;

(ii) for the purposes of sub-clause (g)(i) of this Special Condition:

(I) the decision of the Director as to what constitutes a building or part of a building or a group of buildings shall be final and binding on the Grantee;

(II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;

(III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and

(IV) in calculating the projected façade length referred to in sub-clause (g)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee;

(h) (i) except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed or placed, and no object or material of whatsoever nature shall be stored or placed on, over, above or within that part of the lot shown coloured pink double hatched black on Plan Ic (hereinafter referred to as "the Building Set Back Area");

(ii) notwithstanding the provision in sub-clause (h)(i) of this Special Condition, the Grantee may erect or allow to be erected on the Building Set Back Area such boundary walls, fences, landscaping and recreational facilities and such other structures or facilities as may be approved in writing by the Director;

(i) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works and such other works as may be permitted by the Director in writing) shall be commenced on the lot until such approval shall have been obtained."

14. Recreational facilities

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

"(19) (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof, subject to Special Condition No.(70)(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.(40)(a)(v) hereof;

(ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.

15. Kindergarten cum child care centre

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

"(23) (a) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct and provide within the lot accommodation for a kindergarten cum child care centre with a total gross floor area of not less than 1,000 square metres (hereinafter referred to as "the Centre").

(b) Space shall be provided within the lot in all respects to the satisfaction of the Director for the parking of motor vehicles for the Centre.

(c) The location, design and standard of the Centre shall be subject to the prior written approval of the Secretary for Education and the Director of Social Welfare.

(d) The Centre shall be operated and maintained in all respects to the satisfaction of the Secretary for Education and the Director of Social Welfare.

(e) The area so provided for the Centre shall be taken into account for the purpose of calculating the total gross floor area of the Commercial Accommodation stipulated in Special Condition No.(17)(a)(ii)(II) hereof."

16. Use of the Nam Cheong Station

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

"(24) (a) The railway station (which was existing on the old lot at the date of this Agreement) together with such ancillary railway structures, facilities, subways and roads for the operation of railway (which railway station and ancillary railway structures, facilities, subways and roads are hereinafter collectively referred to as "the Nam Cheong Station" which shall comprise of the KCR Portion as defined in Special Condition No.(25)(a) hereof and the MTR Portion as defined in Special Condition No.(27)(a) hereof) shall not be used for any purpose other than for the purpose of a railway station and such purposes ancillary to the use, operation and management of the railway (for the avoidance of doubt excluding staff housing) and such other purposes as may be approved in writing by the Director who may in giving approval impose such terms and conditions as he thinks fit including the payment of premium.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may use or permit or suffer the use of the KCR Portion (as defined in Special Condition No.(25)(a) hereof) or any part thereof for the provision of services or articles for the use or enjoyment of passengers on the railway.

(c) The Grantee shall at his own expense use, operate and maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) the KCR Portion for the operation of the West Rail and the MTR Portion for the operation of the Tung Chung Line and the Airport Express Line of the Mass Transit Railway.

(d) The Nam Cheong Station shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof."

17. Access to the Nam Cheong Station by the Government

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

"(31) (a) The Grantee shall throughout the term hereby agreed to be granted permit the Government, its officers, servants and agents and any other persons authorized by it or them the right of free ingress, egress and regress to, from and through the lot and any structure or structures erected or to be erected thereon at all reasonable times (upon giving not less than fourteen days' prior notice except in case of emergency) with or without tools, equipment, machinery or motor vehicles for the purposes of inspection of the Nam Cheong Station, or any structures or installations or tunnels or any part thereof in relation to the West Rail or the Mass Transit Railway or both.

(b) The Government, its officers, servants and agents or any other persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(c) (i) There is reserved to the Government, its officers, agents, contractors, workmen or other duly authorized personnel, with or without tools, equipment, plants, machinery or motor vehicles the right of occupation and unrestricted ingress, egress and regress at all times to, from and through the area of the lot shown coloured pink and pink hatched black edged indigo and marked 'AREA C' on Plan Ia (hereinafter referred to as "AREA C") above the XRL Reserved Area or any part or parts of the lot and the Nam Cheong Station for the purposes of demolition, modification and reconstruction at, its or their own costs of the building or buildings or structure, or structures, piles, foundations, footings and supports (including any of the installations and facilities therein) erected or to be erected therein as may be required by the Government for the purpose of or in connection with the construction of the XRL at the sole discretion of the Director.

(ii) In exercising the rights conferred under sub-clause (c)(i), of this Special Condition, the Government shall:

(I) permit during the operational hours of the Nam Cheong Station members of the public access to and from the existing station entrance in AREA C (hereinafter referred to as the "Station Entrance") or any part or parts thereof; and

(II) not, without the consent of the Railway Corporations (as defined in Special Condition No.(65)(a) hereof) (which consent shall not be unreasonably withheld), do anything which might adversely affect the operation and safety of the railway therein.

(iii) Without prejudice to Special Condition Nos.(65) and (66) hereof, the rights conferred under sub-clause (c)(i) of this Special Condition shall cease and determine when the possession of the Second Deferred Possession Area is given to and taken by the Grantee under Special Condition No.(5)(a)(ii)(II) hereof.

(iv) 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 Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (c)(i) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance."

18. Access to Nam Cheong Station by the public

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

"(32) The Grantee shall throughout the term hereby agreed to be granted permit during the operational hours of the Nam Cheong Station members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Nam Cheong Station."

19. Government's right of access to the Lot, to the First Public Road Reserved Area, the Second Public Road Reserved Area, the Subway Reserved Area, the Highway Reserved Area, the XRL Reserved Area, the Proposed Footbridges and the Covered Footbridge

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

"(33) (a) Throughout the term hereby agreed to be granted, the Grantee shall free of costs and at all times permit the Government and operators of utility services and their officers, servants, agents, surveyors, contractors and workmen, and any other parties so authorized by it or them (upon giving prior reasonable notice except in the case of emergency) with or without tools, equipment, plant, machinery or motor vehicles to enter upon, in, under, over or through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon for the purposes of:

(i) inspecting, maintaining, repairing and reconstructing the First Public Road Reserved Area, the Second Public Road Reserved Area, the Subway Reserved Area, the Highway Reserved Area and the XRL Reserved Area and carrying out any works which the Director may consider necessary thereon or therein;

(ii) viewing the state and condition of the First Public Road, the Second Public Road, the Pedestrian Subway, the West Kowloon Highway and the XRL or any part or parts thereof for the purpose of carrying out construction, repair, maintenance and alteration works thereto;

(iii) inspecting, laying, repairing and maintaining drains, sewers and any other services running across, through or under the First Public Road Reserved Area, the Second Public Road Reserved Area, the Subway Reserved Area, the Highway Reserved Area and the XRL Reserved Area;

(iv) inspecting, checking and supervising any works to be carried out in compliance with these Conditions and inspecting, checking, managing, constructing, connecting, repairing, maintaining, supervising and carrying out any other works which the Director may consider necessary in respect of the Proposed Footbridges (as defined in Special Condition No.(35)(a)(i) hereof); and

(v) erecting, installing, repairing, and maintaining street lightings, traffic signs, traffic signals and other forms of equipment on the external part or parts of the Covered Footbridge (as defined in Special Condition No.(36)(a) hereof) and within the lot which in the opinion of the Director (whose opinion is final and binding on the Grantee) are considered necessary for regulating vehicular and pedestrian traffic.

(b) 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 Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

20. Pedestrian link to buildings and facilities

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

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

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

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

(ii) link up all major facilities within the lot including the Nam Cheong Station, the Commercial Accommodation, the Residential Accommodation, open space, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No.(35)(a)(i) hereof) and the Covered Footbridge (as defined in Special Condition No.(36)(a) hereof) at such locations and levels as the Director shall approve.

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

(d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot a pedestrian walkway (hereinafter referred to as "the 24-hour Walkway") which shall comprise such escalators, passenger lifts, staircases, ramps and other structures as may be approved or required from time to time by the Director so as to link up the Nam Cheong Station, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No.(35)(a)(i) hereof), the Covered Footbridge (as defined in Special Condition No.(36)(a) hereof), the ground level of the lot and the footpaths at street level adjacent to the lot. The Pedestrian Subway shall be linked up to the rest of the 24-hour Walkway through the footpaths at street level adjacent to the lot outside the operational hours of the Nam Cheong Station. The Grantee shall submit a plan indicating the routing of the 24-hour Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level of the lot and the street level shall be final and binding upon the Grantee.

(ii) The width of the 24-hour Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall not be less than 4.5 metres.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the 24-hour Walkway required to be provided under sub-clause (d)(i) of this Special Condition open for the use by the public 24 hours a day free of charge and without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts referred to in sub-clause (d)(i) of this Special Condition in operation 24 hours a day.

(f) The Director shall at his sole discretion decide the whole of the area of the 24-hour Walkway or part thereof referred to in sub-clause (d) of this Special Condition that may be excluded from the calculation of the total gross floor area specified in Special Condition No.(17)(d) hereof."

21. Footbridge Links and Proposed Footbridges

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

"(35) (a) (i) Upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide:

(I) on or before the date stipulated in Special Condition No.(13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the locations marked "PROP.FB2" and through the points FB2a and FB2b and the points FB2c and FB2d indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot; and

(II) on or before the date stipulated in Special Condition No.(13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the location marked "PROP.FB3" and through the points FB3a and FB3b indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot;

at such levels and locations, with such materials and facilities, to such standards, in such manner and of such width, alignment, disposition and designs as shall be required or approved by the Director (the pedestrian ways and paths and the two sets of proposed footbridges referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition are hereinafter respectively referred to as "the Footbridge Links" and "the Proposed Footbridges"). Each of the Proposed Footbridges shall have a minimum internal clear width of 4.0 metres.

(ii) The Footbridge Links shall include

(I) two lifts (hereinafter referred to as "the Lifts", one for each set of the Proposed Footbridges) capable of carrying disabled persons and located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges; and

(II) two covered staircases (one for each set of the Proposed Footbridges) located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges.

(b) (i) The Grantee shall in providing the Footbridge Links at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and erect, provide and construct in such manner with such materials and to such standards, levels, alignment, width, disposition and designs as the Director shall require or approve within the lot such connections, supports, columns, openings and landings as the Director shall require or approve (hereinafter collectively referred to as "the Footbridge Connections and Supports") so that the Proposed Footbridges can be connected to the lot at the locations and through the points provided in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition.

(ii) Throughout the term hereby agreed to be granted there shall be excepted and reserved unto the Government all rights of support and connection of the Proposed Footbridges to the building or buildings or structure or structures erected or to be erected on the lot.

(c) (i) The Footbridge Links shall not be used for any purpose other than for receiving and linking to the Proposed Footbridges, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Proposed Footbridges.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Links and the Proposed Footbridges 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 Grantee shall not do or permit or suffer to be done in the Footbridge Links and the Proposed Footbridges 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 Footbridge Links and the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) (I) The Grantee shall throughout the term hereby agree to be granted keep the Footbridge Links open for use by the public 24 hours a day free of charge and without any interruption.

(II) Without prejudice to sub-clause (c)(iv)(I) of this Special Condition, the Grantee shall at his own expense keep the Lifts in operation 24 hours a day.

(III) The Grantee shall, after having completed the Footbridge Links and upon completion of each set of the Proposed Footbridges by the Government, at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever 24 hours a day to pass, repass on foot or by wheelchair along, to, from, through, over, up and down each set of the Proposed Footbridges and to enter into, upon and through the lot or any part thereof and any building or buildings erected or to be erected thereon as is necessary for the purpose of gaining access to and from the Proposed Footbridges or any one of them which is or are in existence.

(d) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction; and

(ii) the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

(e) 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 Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (d) and (g) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No.(40)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) 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 or area 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 Footbridges or any replacement thereof referred to in sub-clause (g) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Proposed Footbridges or any one of them is required to be demolished and new footbridge or footbridges is or are to be constructed at the points specified in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, the Government, its officers, agents, contractors, workmen and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Proposed Footbridges or any one of them, and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the Footbridge Links and thereafter inspecting, keeping and maintaining the new footbridge or footbridges.

(h) The Grantee hereby 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 Footbridges will be constructed (or be reconstructed as provided in sub-clause (g) of this Special Condition) and the Government shall be under no liability whatsoever to the Grantee or to any person for any claims, loss or damage howsoever arising therefrom or in connection therewith or as a consequence thereof if the Proposed Footbridges will not be constructed (or be reconstructed).

(i) The Footbridge Links and any portion or portions of the Proposed Footbridges erected or to be erected within the lot if so required by the Government (such portion or portions of the Proposed Footbridges are hereinafter referred to as "the Portions") shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof. For the purpose of this Special Condition, the decision of the Director as to what constitutes the Footbridge Links and the Proposed Footbridges shall be final and binding on the Grantee.

(j) The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Portions within the lot and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Portions.

(k) The Grantee shall have no rights, title, ownership, possession or use of the Portions.

(l) The Grantee shall, during the subsistence of the Portions, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term hereby agreed to be granted and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Portions."

22. Construction of Covered Footbridge

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

"(36) (a) The Grantee shall on or before the date stipulated in Special Condition No.(13) hereof at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director one single storey covered footbridge and such other structural supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) together with such ramps, associated staircases, openings, landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require or approve, in the positions shown and marked "PROP.FB1" on Plan Ia (hereinafter collectively referred to as "the Covered Footbridge"). The Covered Footbridge shall have a clear internal width of not less than 4.0 metres and a minimum clear internal headroom of 2.8 metres.

(b) (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 Grantee 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 Grantee 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 Grantee 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.

(v) Any portion of the Covered Footbridge erected or to be erected within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof. For the purposes of this Special Condition, the decision of the Director as to what constitutes the Covered Footbridge shall be final and binding on the Grantee."

23. Replacement of Footbridge Links, Footbridge Connections and Supports and the Covered Footbridge

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

"(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos.(35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. 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.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No.(35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined 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 footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No.(35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No.(35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose Of carrying out the works referred to in this sub-clause (c), 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.

(d) 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 Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos.(34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos.(34)(e), (35)(c)(iv)(I) and (36)(b)(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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability 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 Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge."

24. Private Open Space

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

"(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No.(13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

(i) keep the Private Open Space For Public Use open for the use and enjoyment by all members of the public 24 hours a day free of charge without any interruption; and

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, 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 Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No.(42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No.(42)(c) 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 Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability 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 Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use."

25. Parking requirements

Special Condition No.(44)(a)(i) and (ii) of the Land Grant stipulates that:-

"(44) (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 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 24 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 14.5591 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 5.8286 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every 2.9033 residential units or part thereof
Not less than 160 square metres	One space for every 1.6 residential units or part thereof

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

(I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No.(17)(d) hereof; and

(II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. 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.(17)(d) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

"

Special Condition No.(44)(a)(iii) of the Land Grant stipulates that:-

"(44) (a) (iii) (I) 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 five 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.

(II) If less than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of one space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided."

Special Condition No.(44)(b)(i) of the Land Grant stipulates that:-

"(44) (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 a rate of one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for the "Commercial Accommodation."

Special Condition No.(44)(b)(iii) of the Land Grant stipulates that:-

"(44) (b) (iii) The spaces provided under sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

Special Condition No.(44)(c)(i) of the Land Grant stipulates that:-

"(44) (c) (i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, 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 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) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and

(III) one space out of the spaces provided in accordance with sub-clause (a)(iii) of this Special Condition."

Special Condition No.(44)(c)(iii) of the Land Grant stipulates that:-

"(44) (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 or for the provision of car cleaning and beauty services."

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

"(44) (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) ten percent of the total number of Residential Parking Spaces and visitors' parking spaces required to be provided respectively under sub-clauses (a)(i) and (a)(iii) of this Special Condition (hereinafter referred to as "the Residential Motor Cycle Parking Spaces");

(II) ten percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition;

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-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 purposes stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services."

26. Loading and unloading requirements

Special Condition No.(45)(a) and (b) of the Land Grant stipulates that:-

"(45) (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) (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, 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;

(II) if less than 75 residential units are provided in any block of residential units erected or to be erected on the lot, a minimum of two loading and unloading spaces for all such blocks of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within such blocks of residential units;

(ii) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for the Commercial Accommodation;"

(b) Each of the spaces provided under sub-clause (a)(i) of this Special Condition 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.

27. Restriction on alienation of Residential Parking Spaces and Residential Motor Cycle Parking Spaces

Special Condition No.(48)(a) of the Land Grant stipulates that:-

"(48) (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 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 the 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."

28. Provision of public lay-by

Special Condition No.(49)(a), (b) and (c) of the Land Grant stipulates that:-

"(49) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a lay-by measuring 2.5 metres in width and 40 metres in length with a minimum headroom of 4.7 metres for the picking up and setting down of passengers from motor vehicles (including taxis) (hereinafter referred to as "the Lay-By").

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a pedestrian walkway with a width of not less than 3 metres (hereinafter referred to as "the Pedestrian Walkway To Lay-By") so as to link up the Lay-By and the entrance of the Nam Cheong Station.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Lay-By and the Pedestrian Walkway To Lay-By open for the use by the public 24 hours a day free of charge and without any interruption."

29. Refuse collection

Special Condition No.(52)(a), (b)(i), (b)(ii) and (b)(iii)(I) of the Land Grant stipulates that:-

"(52) (a) The Grantee shall at his own expense provide, construct and maintain in all respects to the satisfaction of the Director of Food and Environmental Hygiene a comprehensive system of refuse collection from each floor of the building or buildings erected or to be erected on the lot.

(b) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain with such materials and to such standards and design and in such location within the lot one refuse collection point together with such ancillary facilities as the Director of Food and Environmental Hygiene shall approve (hereinafter referred to as "the Refuse Collection Point") and such spaces (which shall not be less than one) for the parking, loading and unloading of refuse collection vehicles as may be approved or required by the Director of Food and Environmental Hygiene in accordance with the Approved Building Plans on such date or dates as shall be determined by the Director.

(ii) The Refuse Collection Point shall occupy an area of not less than 220 square metres with a frontage of 11 metres and a depth of 20 metres or of such dimensions as shall be approved by the Director.

(iii) (I) The spaces for the parking, loading and unloading of refuse collection vehicles provided in accordance with sub-clause (b)(i) of this Special Condition shall not be used for any purpose other than for the purpose of parking, loading and unloading of refuse collection vehicles."

30. No hawkers

Special Condition No.(53) of the Land Grant stipulates that:-

"(53) The Grantee shall not permit or suffer any hawker to carry on business within the lot and the Covered Footbridge and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot and the Covered Footbridge shall be displayed prominently by the Grantee near all entrances to the lot. For the purposes of these Conditions, "hawker" shall be as defined in section 2 of the Public Health and Municipal Services Ordinance (Cap. 132), any regulations made thereunder and any amending legislation provided that for the purpose of this Special Condition the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the lot and the Covered Footbridge other than any part thereof permitted to be used for commercial purposes in accordance with these Conditions."

31. Maintenance of existing Temporary Public Transport Interchange until relocation

Special Condition No.(54) of the Land Grant stipulates that:-

"(54) (a) Upon possession of the lot given to and taken by the Grantee in accordance with Special Condition No.(5)(a) hereof, the Grantee acknowledges that there is an existing Temporary Public Transport Interchange including the taxi stand at the Nam Cheong Station (hereinafter referred to as "the Existing PTI") within the lot and undertakes to maintain the Existing PTI in accordance with sub-clause (b) of this Special Condition. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence and use of the Existing PTI and the Grantee hereby indemnifies and shall keep indemnified the Government

from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the Existing PTI and anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the maintenance of the Existing PTI.

(b) The Existing PTI shall not be used for any purpose other than for a public transport interchange, and shall remain in operation, until such time when the Grantee at his own expense has completed in all respects to the satisfaction of the Director all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

(c) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof so long as the Existing PTI is being used pursuant to sub-clause (b) of this Special Condition.

(d) The Grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance (Cap. 374) and the Public Bus Services Ordinance (Cap. 230), any regulations made thereunder and any amending legislation in relation to the Existing PTI."

32. Cutting away

Special Condition No.(56) of the Land Grant stipulates that:-

"(56) (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 founation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(55) hereof.

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

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

33. Anchor maintenance

Special Condition No.(58) of the Land Grant stipulates that:-

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

34. Ground settlement

Special Condition No.(59) of the Land Grant stipulates that:-

"(59) (a) The Grantee hereby acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future change in the levels of the lot is inevitable, whether as a result of consolidation of underlying and filling materials or otherwise.

(b) The Grantee undertakes that prior to any development or redevelopment of the lot it will at his own expense undertake a detailed geotechnical study of the ground conditions of the lot to provide for any future changes in the levels of the lot which may occur, whether as a result of ground settlement including residual settlement. The Grantee shall take due account of the findings of the study in the design of all infrastructure works, buildings, structures, services, utility connections, internal roads, bridges, footbridges and pavements or any other works (hereinafter collectively referred to as "the Infrastructure Works") and shall carry out all his positive obligations under these Conditions in such a way as to ensure that the Infrastructure Works are not adversely affected by any settlement or change in the levels of the lot which may occur in the future which would have been reasonably foreseeable.

(c) The Grantee hereby acknowledges and accepts that all additional costs, charges, fees and expenses whatsoever, whether in respect of geotechnical studies or works to protect against or remedy future changes to the levels of the lot will be his sole responsibility and that the Government shall be under no liability to the Grantee his successors or assigns in respect of such costs, charges, fees and expenses.

(d) The Grantee for and on behalf of himself, his successors and assigns hereby expressly waives any and all claims he might have against the Government as a result of or arising out of the reclamation works, and on his behalf and on behalf of his successors and assigns hereby releases the Government from any liability which might arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or change in levels of the lot, and hereby on his behalf and on behalf of his successors and assigns, covenants that he will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or change in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or change in levels was reasonably foreseeable and any assignments shall be subject to, inter alia, sub-clause (d) of this Special Condition.

(e) The Government has given no warranty, express or implied, to the Grantee as to the suitability or fitness of the lot or any part thereof for development, whether in accordance with these Conditions or otherwise. The Grantee, for himself, his successors or assigns, covenants not to make any claim, or demand against the Government for any loss or damage whatsoever or howsoever arising, that he may suffer as a result of or arising from the state and condition of the lot, any future ground or residual settlement of the lot, or any change in the levels of the lot which may make the lot unfit for the original purpose for which he acquired the lot, or which may render it impossible for the Grantee to achieve the scale or type of development originally intended by the Grantee, or which may involve the Grantee in any untoward or unanticipated additional costs and expenses which may be necessary for the development of the lot."

35. Spoil or debris

Special Condition No.(60) of the Land Grant stipulates that:-

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

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

36. Constructions of drains and channels and connecting drains and sewers

Special Condition No.(62) of the Land Grant stipulates that:-

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

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

37. Utility Reserved Area

Special Condition No.(63) of the Land Grant stipulates that:-

"(63) (a) There is excepted and reserved unto the Government the underground stratum within the areas shown coloured pink cross-hatched green hatched black stippled black, pink cross-hatched green stippled black, pink cross-hatched green and pink cross-hatched green rippled black on Plan Ia between the levels of 1.00 metre below the Hong Kong Principal Datum and 3.00 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion (which underground stratum excepted and reserved in this sub-clause (a) is hereinafter referred to as "the Utility Reserved Area").

(b) The Grantee shall have no rights, title, ownership, possession or use of the Utility Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clause (a) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Utility Reserved Area.

(d) No building or structure or support for any building or structure shall be erected or constructed on, over, above, below or within the Utility Reserved Area except with the prior written consent of the Director who may, at his sole discretion, decline consent or give consent subject to such terms and conditions as he sees fit and the Grantee:

(i) acknowledges the existence of structures and installations in relation to the operation of the Mass Transit Railway in or passing through the Utility Reserved Area and shall carry out necessary protective measures as referred to in Special Condition No.(65) hereof; and

(ii) shall keep and maintain a clear air space extending upwards from the ground level to a height of not less than 5.10 metres above ground level above the Utility Reserved Area and for the purpose of this sub-clause the decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.

(e) Throughout the term hereby agreed to be granted, the Director and his officers, contractors and agents, his or their workmen and authorized persons with or without tools, equipment, plant, machinery or motor vehicles shall have the rights of unrestricted ingress, egress and regress at all times (upon giving prior reasonable notice except in the case of emergency) to and from the Utility Reserved Area through the lot for the purpose of laying, inspecting, maintaining, repairing and renewing sewers and other structures, installations and services (hereinafter referred to as "the Utilities") running across, through, or within the Utility Reserved Area. Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Director, his officers, contractors and agents, his or their workmen and authorised persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by them of the right of ingress, egress and regress and in laying, inspecting, maintaining, repairing and renewing the Utilities conferred under this sub-clause and no claim shall be made against the Director and his officers, contractors and agents, his or their workmen and authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance."

38. Waterworks Reserve Areas

Special Condition No.(64) of the Land Grant stipulates that:-

"(64) (a) Except with the prior written consent of the Director of Water Supplies, no building or structure or support for any building or structure shall be erected or constructed or placed on, over, under, above, below or within the areas of the lot enclosed by dashed black lines shown and marked "WWR" on Plan Ia (hereinafter referred to as "the Waterworks Reserve Areas") other than turfing and any other structures which at the date of this Agreement are or shall be permitted to be erected or constructed or placed on, over, under, above, below or within the Waterworks Reserve Areas. No materials or object shall be placed or stacked nor vehicles (except those that can be readily driven away) parked on or within the Waterworks Reserve Areas. The decision of the Director of Water Supplies as to whether the vehicles can be readily driven away shall be final and binding on the Grantee.

(b) No planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1.0 metre from any hydrant outlet within the Waterworks Reserve Areas.

(c) Except with the prior written approval of the Director of Water Supplies, tree or shrub planting and site formation shall be prohibited within the Waterworks Reserve Areas.

(d) If diversion of the Government water mains laid within the Waterworks Reserve Areas is required by the Grantee, the proposed routing has to be approved by the Director of Water Supplies and the cost of relocating the Government water mains shall be borne by the Grantee and such part or parts of the lot on, over, under, above, below or within which the new water mains is or are laid shall also form part of the Waterworks Reserve Areas.

(e) The Grantee shall pay to the Government on demand the cost of repair and reinstatement to any Government water mains, valves, valve pits, chambers or structures and the like relating to the Government water mains which shall become necessary at any time during the term hereby agreed to be granted as a result of damage caused by the Grantee or other activities carried out on, over, under, above, below or within the lot by the Grantee, its servants, workmen and contractors and shall indemnify the Government against any such claim, action or demand arising therefrom.

(f) There is reserved unto the Government and the Director of Water Supplies, its or their officers, officers of other Government departments designated by the Director of Water Supplies, contractors, licensees, workmen whether employed by the Director of Water Supplies or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery, motor vehicles or heavy lorry with hydraulic loader the right of free and unrestricted ingress, egress and regress and at all times to, from and through the lot or any part thereof for the purposes of inspecting, laying, installing, operating, maintaining, repairing and renewing any or all of the existing Government water mains valves, valve pits or chambers and the like relating to the Government water mains running across, through or under the Waterworks Reserve Areas. The Grantee shall seek prior agreement from the Director of Water Supplies in case any development that would alter the ingress, egress and regress to, from and through the lot to the Waterworks Reserve Areas.

(g) The Government, the Director of Water Supplies and any of the class of persons referred to in sub-clause (f) of this Special Condition shall have no liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the right of ingress, egress and regress referred under sub-clause (f) of this Special Condition and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(h) The Grantee acknowledges that there are Government water mains, valves, valve pits, chambers and other waterworks structures and facilities (hereinafter collectively referred to as "the Existing Water Mains") within the Waterworks Reserve Areas. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Existing Water Mains and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Existing Water Mains.

(i) No removal or relocation of the Existing Water Mains shall be carried out without the prior written approval of the Director who may, in granting approval, impose such conditions as he may deem appropriate."

39. Protection of Mass Transit Railway and West Rail

Special Condition No.(65) of the Land Grant stipulates that:-

"(65) (a) Prior to commencement of any works whatsoever on the lot, the Grantee shall consult the MTR Corporation Limited and the Kowloon-Canton Railway Corporation (hereinafter collectively referred to as "the Railway Corporations"), who at the time of this Agreement are operating the Mass Transit Railway and the West Rail respectively in and through the Nam Cheong Station, so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Mass Transit Railway and the West Rail and any extension thereto (hereinafter collectively referred to as "the Railways") (as to which the decision of the Director shall be conclusive) and if required by the Government, the Grantee shall, at his own expense, take such precautions as may be required by the Railway Corporations to ensure the safety of any railway works, structures, facilities or installations and the operation of the Railways.

(b) The Grantee shall satisfy himself as to the extent of the Railways constructed or to be constructed on, under and adjoining to the lot and shall not make any claim against the Government or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the construction, maintenance, presence and operation of the Railways.

(c) Any damage done to the Railways or any structures, facilities and installations thereof which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) has been caused by the Grantee or by his contractors, servants or agents shall be made good by the Grantee at his own expense to the satisfaction of the Railway Corporations.

(d) The Grantee shall establish adequate communication channels with the Railway Corporations as soon as the Grantee takes possession of the lot. Such channels shall be adequate to cover any emergency instances at all hours.

(e) The Grantee shall observe and comply with all Ordinances, bye-laws and regulations relating to the Railways.

(f) The Grantee shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Railways.

(g) The Grantee shall permit the Director, the Railway Corporations and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Railways. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause and no claim or objection shall be made against him or them by the Grantee.

(h) In the event the Railway Corporations or either one of them cease or ceases to operate the Railways or any part of the Railways affecting the lot upon the expiry of the franchise (including any extension thereto) granted under Section 4 of the Mass Transit Railway Ordinance (Cap. 556) in respect of the Mass Transit Railway, or pursuant to the Kowloon-Canton Railway Corporation Ordinance (Cap. 372) in respect of the West Rail, or otherwise, any reference to the Railway Corporations in this Special Condition shall where appropriate mean the Government, its nominee or a third party designated by the Government."

40. Protection of XRL

Special Condition No.(66) of the Land Grant stipulates that:-

"(66) (a) (i) Prior to the commencement of any works whatsoever on the lot, the Grantee shall consult the Government or any person or persons nominated by the Government to operate the XRL (the person or persons nominated to operate the XRL is hereinafter referred to as "the XRL Operator") so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the XRL (as to which the decision of the Director shall be conclusive) and if required by the Government the Grantee shall, at his own expense, take such precautions as may be required by the Government or the XRL Operator to ensure the safety of any railway works, structures, facilities or installations and the operation of the XRL.

(ii) Prior to the commencement of any substructure works to be done by the Grantee on the lot, the Grantee shall consult the Government or any person or persons nominated by the Government for the construction, protection and operation of the XRL (hereinafter referred to as "the Nominated Persons") so as to ensure that any such substructure works do not damage, interfere with or endanger the XRL, either planned, completed or being constructed, or any structures, facilities and installations thereof or the safe construction and operation of the XRL. During the consultation, the Grantee shall submit to the Government drawings or any design information if required by the Government or the Nominated Persons, of any the temporary and permanent works within 30 metres of the XRL. The works including but not limited to the type and quantity of the monitoring instrumentation shall be subject to the agreement of the Government or the Nominated Persons.

(b) The Grantee shall satisfy himself as to the extent of the XRL constructed or to be constructed in the XRL Reserved Area and in the areas adjoining the lot and shall not make any claim against the Government or any of its officers, agents, lessees, tenants or those authorized by its servants, for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever either to the lot or to the Grantee caused by or arising out of the construction, maintenance, presence and operation of the XRL.

(c) Any damage done to the XRL or any structures, facilities and installations thereof which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) has been caused by the Grantee or by his contractors, servants or agents shall be made good by the Grantee at his own expense to the satisfaction of the Government, the Nominated Persons and the XRL Operator.

(d) The Grantee shall establish adequate communication channels with the Government, the Nominated Persons and the XRL Operator as soon as the Grantee takes possession of the lot. Such channels shall be adequate to cover any emergency instances at all hours.

(e) The Grantee shall observe and comply with all Ordinances, bye-laws and regulations relating to the XRL.

(f) The Grantee shall at his own expense comply with all special requirements of the Building Authority, the Director of Fire Services and all other relevant Government statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the XRL.

(g) The Grantee shall permit the Director, the Nominated Persons, the XRL Operator and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot and any building or buildings erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the XRL. The Director, the Nominated Persons, the XRL Operator and their duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause, and no claim or objection shall be made against him or them by the Grantee."

41. No grave or columbarium permitted

Special Condition No.(68) of the Land Grant stipulates that:-

"(68) 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."

SUMMARY OF LAND GRANT
批地文件的摘要

1. 「發展期數」位於新九龍內地段第6333號。

2. 新九龍內地段第6333號(「**該地段**」)乃根據2012年1月31日訂立並於土地註冊處註冊為《換地條件第20158號》之《換地協議及條件》(「**批地文件**」)批授，批租年期為2012年1月31日開始50年。

3. 用途

「批地文件」特別條款第(14)條訂明：

『(14) (a) 該地段或其任何部分或現已或將會建於該地段或其任何部分之任何建築物或任何建築物部分除作非工業用途(不包括貨倉、酒店及加油站)及用作南昌站(釋義以本文特別條款第(24)(a)條所訂為準)外，概不可作任何其他用途；

(b) 茲毋損本特別條款(a)款之一般性，該地段或其任何部分或現已或將會建於該地段或其任何部分之任何建築物或任何建築物部分除依照此等「批地條款」、「經批准的建築圖則」、本文特別條款第(16)條所載的「經批准的園景美化總綱圖」和經城市規劃委員會批核的任何總綱發展藍圖作設計、建造及原擬用途外，概不可作任何其他用途。』

4. 建築契諾

「批地文件」特別條款第(13)條訂明：

『(13) 「承批人」應全面遵照此等「批地條款」及現時或於任何時間在香港生效的所有有關建築、衛生及規劃條例、附例及規例發展該地段，在該處建造一座或多座建築物，並於2020年9月30日或之前竣工且可以入伙。』

5. 「承批人」賠償

「批地文件」一般條款第4條訂明：

『4. 倘因「承批人」違反此等「批地條款」又或毗連或毗鄰土地或該地段受損或出現泥土或地下水污染，而地政總署署長(以下簡稱「署長」，其意見將作終論並對「承批人」具約束效力)認為有關損害或泥土或地下水污染乃因「承批人」使用該地段或建於該處任何發展項目或重建項目或其任何部分又或「承批人」於該地段進行任何活動或執行任何工程所致，則不論「承批人」使用該地段、發展或重建、進行活動或執行工程乃遵從或違反此等「批地條款」，「承批人」現承諾就任何由此招致或產生的訴訟、法律程序、責任、索求、費用、開支、損失(不論屬經濟或其他性質)及申索向「政府」作出賠償，並確保其免責。』

6. 維修

「批地文件」一般條款第6條訂明：

『6. (a) 「承批人」應在整個批租期內遵照此等「批地條款」(釋義以一般條款第12條所訂為準)進行建造或重建工程(本詞指下文(b)款所述的重建工程)：

(i) 依照經批准的設計、布局或高度及任何經批准的建築圖則(不得作任何更改或修改)維修所有建築物；及

(ii) 維修現已或此後將會按照此等「批地條款」或日後任何合約修訂條文建造的所有建築物，使其修繕妥當與狀態良好，以及在批租期屆滿或提前終止時以同等的修繕狀態交還此等建築物。

(b) 如於本文協定的批租期任何時期內拆卸該地段或其任何部分的任何現有建築物，「承批人」必須另建良好健全的一座或多座同類型建築物而樓面總面積不小於現有建築物或經「署長」批核有關類型及價值的一座或多座建築物作替代。倘如上所述拆卸建築物，「承批人」應在拆卸前一(1)個曆月內向「署長」申請同意在該地段進行重建工程。「承批人」接獲同意書後，必須在三(3)個曆月內展開必要的重建工程，並於「署長」指定的期限內以「署長」滿意的方式完成重建。』

7. 「第一公共道路專用地方」及「隧道專用地方」

「批地文件」特別條款第(7)條訂明：

『(7) (a) 「政府」現獲例外保留：

(i) 現有公共道路結構所佔的土地(以下簡稱「第一公共道路」)，包括路面對上六(6)米的空域和「第一公共道路」上層路面對下一(1)米厚度的土地，即現於「圖則1b」以粉紅色加黑波紋線、於「圖則1a」以粉紅色間綠交叉線加黑波紋線及粉紅色加黑圈黑波紋線顯示的範圍(本(a)(i)款例外保留的土地及空域範圍以下統稱「第一公共道路專用地方」)，並且連同：

(I) 所有必要的權利佔用「第一公共道路」所有支承結構與連接段，包括但不限於現有護土牆連護土物第11NW-C/R143號，即「圖則Ia」以紅線標明的部分。上述支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、水平及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「第一公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(ii) 「圖則Ib」所示以現有一個或多個隧道結構佔用的地層(以下簡稱「行人隧道」)，即現於「圖則Ia」粉紅色加黑圈黑波紋線、粉紅色加黑圈及粉紅色加黑圈黑交叉線顯示的範圍(本(a)(ii)款例外保留的地層以下統稱「隧道專用地方」)，並且連同：

(I) 所有必要的權利佔用「行人隧道」所有支承結構與連接段，此等支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「行人隧道」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(b) 「承批人」概無「第一公共道路專用地方」及「隧道專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第一公共道路專用地方」作為公共道路及「隧道專用地方」作行人隧道等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，除於本協議生效當日現存於「第一公共道路」上層路面對下的任何鐵路結構及相關設施外，如非事前獲「署長」書面同意(「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件)，「第一公共道路專用地方」及「隧道專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第一公共道路」、「行人隧道」和現已或將會建於「第一公共道路專用地方」及「隧道專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」及「行人隧道」和「第一公共道路」及「行人隧道」各支承及從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第一公共道路專用地方」及「隧道專用地方」和其任何部分及「第一公共道路專用地方」及「隧道專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第一公共道路專用地方」、「隧道專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第一公共道路」及「行人隧道」進行維修、其存在或運作令「承批人」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」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。』

8. 「第二公共道路專用地方」

「批地文件」特別條款第(8)條訂明：

『(8) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA A」並高於香港主水平基準1.95米或「署長」全權酌情指定其他水平的土地及空域範圍，以及現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA B」並高於香港主水平基準1.65米或「署長」全權酌情指定其他水平高於的地面及空域範圍，以作公共道路用途(以下簡稱「第二公共道路」)(本(a)款例外保留的土地及空域範圍以下統稱「第二公共道路專用地方」)，並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「第二公共道路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「第二公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「第二公共道路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第二公共道路專用地方」作公共行車及行人道路等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，如非事前獲「署長」書面同意(「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件)，「第二公共道路專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第二公共道路」和現已或將會建於「第二公共道路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第二公共道路」及「第二公共道路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第二公共道路專用地方」及其任何部分和「第二公共道路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第二公共道路專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第二公共道路」進行維修、其存在或運作令「承批人」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」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。』

9. 「公路專用地方」(現有西九龍公路)

「批地文件」特別條款第(9)條訂明：

『(9) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色間黑交叉線及粉紅色加黑圈黑交叉線顯示並高於香港主水平基準12.65米或「署長」全權酌情指定其他水平的土地及空域範圍，以作現有西九龍公路(以下簡稱「西九龍公路」)用途(本(a)款例外保留的土地及空域範圍以下統稱「公路專用地方」)，並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「西九龍公路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「西九龍公路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「公路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就着使用「公路專用地方」作「西九龍公路」行車等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 除本特別條款(g)款所訂用途外，「承批人」不可使用「公路專用地方」對下的該地段任何部分作任何其他用途。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「西九龍公路」和現已或將會建於「公路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「西九龍公路」及「西九龍公路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「公路專用地方」及其任何部分和「公路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「公路專用地方」或其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「西九龍公路」進行維修、其存在或運作令「承批人」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」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(g) 除非因地下鐵路東涌線及機場快線和附屬結構與裝置的運作或使用所需，否則不可在「公路專用地方」之下建造或搭建任何建築物、構築物及裝置。茲於此等「批地條款」，「地下鐵路」之釋義以《香港鐵路條例》、其任何附屬規例及相關修訂法例所訂為準。』

10.「高鐵香港段專用地方」

「批地文件」特別條款第(10)條訂明：

『(10) (a) (i) 遵從本文特別條款第(5)(a)(ii)條之規定，「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線(包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分)和粉紅色間黑斜線紅斜線顯示而介乎香港主水平基準下8.20米與香港主水平基準下38.70米之間的地底內層範圍，以便建造、運作及維修廣深港高速鐵路香港段(以下簡稱「高鐵香港段」)(本(a)(i)款例外保留的地底內層以下簡稱「高鐵香港段專用地方」)。

(ii) 除經「署長」書面批准為支撐該地段上發展項目的現有構築物、樁柱、地基、基腳或支承件(不論經過改造與否)及新建構築物、樁柱、地基、基腳或支承件外，「高鐵香港段專用地方」內或上任何建築物或構築物不得搭建、建造或留存任何建築、構築件或支承件(以下統稱「支承結構」)。「政府」有權於「第二延遲移交區交付日期」之前自費拆卸、改造、拆除及重建「高鐵香港段專用地方」內「支承結構」的任何部分。

(b) 於本文協定批授的整個年期內，「承批人」應自費維修「支承結構」(不論「政府」有否進行改造或重建工程)，以保持其修繕妥當與狀態良好，全面令「署長」滿意。

(c) 倘因「承批人」、其傭僕、工人及承辦商於建造、更改、修理和維修「支承結構」及拆除「高鐵香港段專用地方」內未經「署長」批准的任何建築物或構築物之建築、構築件或支承件時作出或遺漏作出任何事項，以致「政府」招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」作出賠償並確保其免責。

(d) 除「支承結構」(不論「政府」有否進行改造或重建工程)外，「承批人」概無「高鐵香港段專用地方」的權利、產權、擁有權、佔管權或使用權。

(e) 「承批人」或任何其他人士均不得就本特別條款(a)及(f)款的例外保留權利，或就此或就着使用「高鐵香港段專用地方」作「高鐵香港段」等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(f) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員、「高鐵香港段營運機構」及「指定人士」(釋義以本文特別條款第(66)(a)(i)及(66)(a)(ii)條分別所訂為準)現免費獲例外保留下列權利：

(i) 有權從「高鐵香港段」和現已或將會建於「高鐵香港段專用地方」內各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「高鐵香港段」和「高鐵香港段」各支承或從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「高鐵香港段專用地方」及其任何部分和「高鐵香港段專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「高鐵香港段專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(g) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(f)款所賦予權利或處理附帶於此等權利之事宜，並且因履行本特別條款(b)款所訂「承批人」的義務而令「承批人」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」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。』

11. 保育樹木

「批地文件」特別條款第(15)條訂明：

『(15) 在獲署長書面同意之前(署長於簽發同意書時可施加其認為適當的移植、補償美化或重植條件)，承批人不得移除或干擾於該地段或鄰近地方生長的樹木。任何地盤平整工程不得在該地段或任何部份上動工，直至署長根據本特別條款(如須要)授予同意為止。』

12. 園景美化總綱圖

「批地文件」特別條款第(16)條訂明：

『(16) (a) 「承批人」應自費向「署長」提交園景美化總綱圖，列明擬遵照本特別條款(b)款規定於該地段提供各園景工程的位置、規劃及布局，以供「署長」批核。

(b) (i) 園景美化總綱圖比例應為1：500或更大，並須載明園景美化建議書的資料，包括現有樹木普查及處理方案、地盤平面圖及平整面標高、房屋發展概念模式、園景建築工程區及花卉樹木種植工程區圖解布局、本特別條款(e)款所載的有蓋戶外園景美化地方和「署長」指定的其他資料。該地段或其任何部分的任何上層結構工程必須待至園景美化總綱圖經「署長」書面批准，方可動工。

(ii) 該地段須有不少於該地段22.45%面積種植樹木、灌叢或其他植物。

(iii) 本特別條款(b)(ii)款所載的該地段22.45%面積中，須有不少於19.77%(以下簡稱「綠化範圍」)設於「署長」全權酌情指定的位置或樓層，以確保「綠化範圍」在行人視線之內或可供進入該地段的任何人士或人等通行。

(iv) 「署長」就「承批人」所建議園景工程是否佔該地段22.45%面積所作的決定將作終論，並對「承批人」約束。

(v) 「署長」可全權酌情接納「承批人」建議取代種植樹木、灌叢或其他植物的非種植綠化特色。

(c) 「承批人」應按照經批准的園景美化總綱圖(以下簡稱「經批准的園景美化總綱圖」)，自費以「署長」全面滿意的方式在該地段進行園景工程，如非事前獲「署長」書面同意，不得對經批准的園景美化總綱圖作任何修改、修訂、更改、改動或取代。

(d) 嗣後，「承批人」應自費保養和維修園景工程，以維持其安全、清潔、整齊、實用及健康狀態，全面令「署長」滿意。

(e) 「署長」可全權酌情於計算現已或將會建於該地段任何一座或多座建築物的樓面總面積時，不計入任何有蓋戶外園景美化地方或其任何部分之結構或樓面空間。「署長」就何謂有蓋戶外園景美化地方及其樓面總面積計算方法所作的決定將作終論，並對「承批人」約束。

(f) 根據本特別條款進行園景工程的一處或多處地方，一律指定並且納為特別條款第(40)(a)(v)條所載的「公用地方」。』

13. 發展條件

「批地文件」特別條款第(17)條訂明：

『(17) 遵從此等「批地條款」之規定，如該地段或其任何部分進行發展或重建(上述重建一詞指一般條款第6條所載的重建項目)：

(a) 「承批人」只可在該地段進行興建、建造、提供及維修下列樓宇和設施：

(i) 南昌站(釋義以特別條款第(24)(a)條所訂為準)；

(ii) (I) 作私人住宅用途(此等樓宇及設施以下簡稱「住宅樓宇」)，樓面總面積不小於128,820平方米但不大於214,700平方米；及

(II) 作商業用途和本文特別條款第(23)條載明釋義的「中心」(此等樓宇及設施以下簡稱「商業樓宇」)，樓面總面積不小於16,596平方米及不大於27,660平方米；

(b) 現已或將會建於該地段的任何一座或多座建築物必須全面遵從《建築物條例》、其任何附屬規例及相關修訂法例的規定；

(c) 如在該地段或其任何部分或此等「批地條款」所指定該地段外任何範圍建造一座或多座建築物，又或發展或使用該地段或其任何部分或此等「批地條款」指定的該地段外任何範圍，必須全面遵從《城市規劃條例》、其任何附屬規例及相關修訂法例的規定，否則不得進行；

(d) 現已或將會建於該地段的任何一座或多座建築物的樓面總面積應不小於145,416平方米及不大於242,360平方米；

(e) (i) 現已或將會建於該地段的住宅單位總數應不少於3,313個；及

(ii) 根據本特別條款(e)(i)款提供的住宅單位總數中，不少於2,485個住宅單位各自的實用面積不可超過50平方米；

(f) (i) 現已或將會建於該地段的任何建築物或其他構築物的部分連同該處任何加建物或配件(如有者)的總高度不可高於香港主水平基準超過181.70米或「署長」書面批准的其他高度，而「署長」批准時可附加其視為恰當的條款與條件，包括補地價。然而，如事前獲「署長」書面批准，各建築物天台可搭建或放置超出上述高度限制的機房、冷氣機、水箱、梯屋、天線、電訊服務設備、避雷保護設施、屋宇維修器材及同類天台結構，但不包括空中花園；及

(ii) 該地段上發展項目的任何平台部分(「署長」就何謂平台所作的決定將作終論，並對「承批人」約束)的總高度不可高於香港主水平基準超過27米或「署長」書面批准的其他高度，而「署長」批准時可附加其視為恰當的條款與條件，包括補地價。然而：

(I) 如事前獲「署長」書面批准，該地段上發展項目的平台可搭建或放置超出本特別條款(f)(ii)款所述高度限制的機房、冷氣機、水箱、梯屋及同類構築物及設施；

(II) 計算本特別條款(f)(ii)款所述平台的高度時，現已或將會建於該地段上發展項目平台中、上或跨越該處的住宅大廈、車位、會所、南昌站通風口(釋義以本文特別條款第(24)(a)條所訂為準)、有蓋走道、根據本文特別條款第(19)條提供的「設施」及「經批准的園景美化總綱圖」或城市規劃委員會批准的任何總綱發展藍圖所示之任何其他構築物均不會連計在內；及

(III) 計算本特別條款(f)(ii)款所述平台的高度時，將量度至平台結構水平為止(「署長」就何謂結構水平所作的決定將作終論並對「承批人」約束)；

(g) (i) 如非事前獲「署長」書面批准，現已或將會建於該地段個別建築物或建築物群的面牆伸展長度不可達到或超過60米；

(ii) 茲為本特別條款(g)(i)款之目的：

(I) 「署長」就何謂個別建築物或建築物部分或建築物群所作的決定將作終論並對「承批人」約束；

(II) 如任何兩座建築物之間的最短水平距離不足15米，任何現已或將會建於該地段的兩座或多座建築物即被視作建築物群；

(III) 「署長」就何謂現已或將會建於該地段個別建築物或建築物群面牆伸展長度所作的決定將作終論並對「承批人」約束；及

(IV) 計算本特別條款(g)(i)款所載的面牆伸展長度時，將會計入兩座之間的空隙。「署長」就計算方法所作的決定將作終論並對「承批人」約束；

(h) (i) 如非事前獲「署長」書面批准，不得在「圖則Ic」以粉紅色間雙黑斜線顯示的該地段部分(以下簡稱「建築物後移區」)上、內或跨越該處之任何建築物或構築物搭建、建造或放置任何建築、構築件或支承件，亦不得儲存或放置任何性質的物品或物料；

(ii) 儘管有本特別條款(h)(i)款之規定，「承批人」可或允許他人在「建築物後移區」搭建邊界牆、圍欄、園景美化及康樂設施和「署長」以書面批准的其他構築物或設施；

(i) 現已或將會建於該地段的任何一座或多座建築物的設計和布局必須提交「署長」書面批核，直至「署長」正式批核，該地段不可動工進行任何建造工程(地盤平整工程及「署長」書面批准的其他工程除外)。』

14. 康樂設施

「批地文件」特別條款第(19)條訂明：

『(19) (a) 「承批人」可於該地段內搭建、建造和提供經「署長」書面批准的康樂設施及該處的附屬設施(以下統稱「設施」)。「設施」的類型、大小、設計、高度及布局事前須向「署長」申請書面批核。

(b) 計算本文特別條款第(17)(d)條指定之樓面總面積時，遵從本文特別條款第(70)(d)條之規定，根據本特別條款(a)款於該地段內提供的「設施」任何部分如乃供現已或將會建於該地段的一座或多座住宅大廈全體居民及彼等之真正訪客公用與共享，一律不會計算在內，而「署長」認為並非作此用途的其餘「設施」則會計算在內。

(c) 倘「設施」任何部分可豁免計入本特別條款(b)款所訂的樓面總面積(以下簡稱「豁免設施」)：

(i) 「豁免設施」將劃為本文特別條款第(40)(a)(v)條所訂的「公用地方」一部分；

(ii) 「承批人」應自費維修「豁免設施」，以保持其修繕妥當與狀態良好，同時妥善運作該處，以令「署長」滿意；及

(iii) 「豁免設施」只可供現已或將會建於該地段的一座或多座住宅大廈居民及彼等之真正訪客使用，其他人等不可使用。

15. 幼稚園暨幼兒中心

「批地文件」特別條款第(23)條訂明：

『(23) (a) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式於該地段範圍內搭建、建造和提供一間樓面總面積不小於1,000平方米的幼稚園暨幼兒中心(以下簡稱「中心」)。

(b) 以「署長」全面滿意的方式在該地段內提供車位以供停泊「中心」的車輛。

(c) 「中心」的位置、設計和標準事前須向教育局局長及社會福利署署長申請書面批准。

(d) 「中心」應按教育局局長及社會福利署署長全面滿意的方式營運和維修。

(e) 計算本文特別條款第(17)(a)(ii)(II)條訂明的「商業樓宇」樓面總面積時，將計入提供作「中心」的面積。』

16. 使用南昌站

「批地文件」特別條款第(24)條訂明：

『(24) (a) 鐵路車站(於本協議生效當日現存於舊地段)和運作鐵路所需的附屬鐵路結構、設施、隧道及道路(上述鐵路車站及附屬鐵路結構、設施、隧道和道路以下統稱「南昌站」，並且包含本文特別條款第(25)(a)條界定釋義的「九鐵部分」及本文特別條款第(27)(a)條界定釋義的「地鐵部分」)除作鐵路車站及關乎使用、運作和管理鐵路的輔助用途(為免存疑，不包括員工宿舍)及經「署長」書面批准的其他用途外，不得作其他用途，而「署長」批准時可附加其視為恰當的條款與條件，包括補地價。

(b) 儘管有本特別條款(a)款之規定，「承批人」仍可使用或允許或容忍他人使用「九鐵部分」(釋義以本文特別條款第(25)(a)條所訂為準)或其任何部分，以便提供服務或物品供鐵路乘客使用或享用。

(c) 「承批人」應遵照此等「批地條款」及「經批准的建築圖則」(如適用)，自費以「署長」全面滿意的方式使用、運作和維修「九鐵部分」以便運作西鐵，以及使用、運作和維修「地鐵部分」以便運作地下鐵路的東涌線及機場快線。

(d) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入南昌站。』

17.「政府」出入南昌站之通行權

「批地文件」特別條款第(31)條訂明：

『(31) (a) 於本文協定批授的整個年期內，「承批人」須允許「政府」、其人員、傭僕及代理和獲其授權之其他人等，有權於所有合理時間(在事前不少於十四(14)天發出通知書，惟緊急情況除外)攜帶工具、設備、機器或駕車與否，自由進出、往返及經越該地段和現已或將會建於該處的任何構築物，以便檢查南昌站或關乎西鐵或地下鐵路或兩者的任何結構、裝置或隧道或其任何部分。

(b) 倘「政府」、其人員、傭僕及代理或獲其授權之其他人等因行使本特別條款(a)款所載通行權或處理附帶於此等權利之事宜而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、傭僕及代理或獲其授權之其他人等索償。

(c) (i) 「政府」、其人員、代理、承辦商、工人或獲其授權之其他人等現保留權利，可隨時不論攜帶工具、設備、機器、機械或駕車與否，有權佔用和不受限制地通行、進出及往返位於「高鐵香港段專用地方」之上即「圖則Ia」以粉紅色及粉紅色間黑斜線網靛藍邊並註明為「AREA C」的該地段範圍(以下簡稱「範圍C」)或該地段任何部分及南昌站任何部分，以遵從「政府」規定，按照「署長」全權酌情決定，配合或因應「高鐵香港段」建造工程自費拆卸、改造和重建現已或將會建於該處的建築物、構築物、樁柱、地基、基腳及支承件(包括該處任何裝置及設施)。

(ii) 「政府」行使本特別條款(c)(i)款賦予的權利時，必須：

(I) 允許公眾於南昌站開放時間內通行及往返位於「範圍C」的現有車站入口(以下簡稱「車站入口」)或其任何部分；及

(II) 除非「鐵路公司」(釋義以本文特別條款第(65)(a)條所訂為準)同意(「鐵路公司」不可無理拒絕同意)，否則不可作出任何事項以致可能妨礙該處的鐵路運作和安全。

(iii) 茲毋損本文特別條款第(65)及(66)條之規定，本特別條款(c)(i)款賦予的權利將於「承批人」遵照本文特別條款第(5)(a)(ii)(II)條獲得或取得「第二延遲移交區」佔管權時終止及廢止。

(iv) 倘「政府」、其人員、代理、承辦商、工人及獲其授權之其他人等因行使本特別條款(c)(i)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、代理、承辦商、工人及獲其授權之其他人等索償。』

18. 公眾出入南昌站之通行權

「批地文件」特別條款第(32)條訂明：

『(32) 於本文協定批授的整個年期內，「承批人」應允許公眾在南昌站開放時間內乘坐任何類型的車輛(如適當)自由及免費地進入、往返和行經該地段的部分，以及進出、行經及跨越該處由「承批人」劃為南昌站出入通道的建築物、構築物及搭建物，以作所有合法用途。』

19.「政府」出入「該地段」、「第一公共道路專用地方」、「第二公共道路專用地方」、「隧道專用地方」、「公路專用地方」、「高鐵香港段專用地方」、「擬建行人天橋」及「有蓋行人天橋」之通行權

「批地文件」特別條款第(33)條訂明：

『(33) (a) 於本文協定批授的整個年期內，「承批人」時刻均須允許「政府」、公用事業公司及其人員、傭僕、代理、測量師、承辦商和工人及經彼等授權的任何其他方(除緊急情況下，事前須發出合理通知)不論攜帶工具、設備、機器、機械或駕車與否，免費進入、往返、跨越和行經該地段或其任任何部分或現已或將會建於該處的任何一座或多座建築物或構築物，以便：

(i) 檢查、維修、修理和重建「第一公共道路專用地方」、「第二公共道路專用地方」、「隧道專用地方」、「公路專用地方」及「高鐵香港段專用地方」，並於該處進行「署長」視為必要的任何工程；

(ii) 視察「第一公共道路」、「第二公共道路」、「行人隧道」、「西九龍公路」及「高鐵香港段」或其任何部分的狀態和狀況，以便執行該處的建造、修理、維修和更改工程；

(iii) 檢查、鋪設、修理和維修在「第一公共道路專用地方」、「第二公共道路專用地方」、「隧道專用地方」、「公路專用地方」及「高鐵香港段專用地方」橫跨、貫通或位於其下的排水渠、污水管及任何其他服務設施；

(iv) 檢查、檢驗和監督任何遵照此等「批地條款」執行的工程，以及檢查、檢驗、管理、建造、接駁、修理、維修、監督及執行其他關乎「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)而「署長」視為必要的任何其他工程；及

(v) 搭建、安裝、修理和維修位於「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)外部及屬於該地段範圍而「署長」認為(「署長」的意見將作終論並對「承批人」約束)乃管制車輛及行人交通所需的街道照明裝置、交通標誌、交通燈號及其他類型器材。

(b) 「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員如因行使本特別條款(a)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。』

20. 建造行人通道連接建築物及設施

「批地文件」特別條款第(34)條訂明：

『(34) (a) 「承批人」應自費以「署長」全面滿意的形式，按「署長」批准的位置、方式、物料、標準、水平、定線及設計，於該地段內鋪設、平整、提供、建造和鋪設路面整飾分段行人路或行人道(連同「署長」全權酌情指定的樓梯、斜路、照明裝置、通風裝置、載客電梯、自動扶梯及行人天橋支承件)，以作本特別條款(b)款指定的用途。

(b) 本特別條款(a)款所載的分段行人路或行人道應採取最短路線並興建上蓋，建造及設計應符合以下要求：

(i) 於「署長」批准的位置和建築物的樓層連通將會建於該地段上每座建築物；及

(ii) 於「署長」批准的位置和樓層連通該地段內所有主要設施，包括南昌站、「商業樓宇」、「住宅樓宇」、休憩用地、「行人隧道」、「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)及「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)。

(c) 「承批人」應在本文協定的整個批租年期內自費維修本特別條款規定其提供的分段行人路或行人道(連同該處之樓梯、斜路、照明裝置、通風裝置、載客電梯、自動扶梯及行人天橋支承件)，以保持其修繕妥當與狀態良好，令「署長」滿意。

(d) (i) 「承批人」應自費以「署長」全面滿意的形式於該地段設計和提供及嗣後管理和維修一條行人走道(以下簡稱「24小時走道」)，內設自動扶梯、載客電梯、樓梯、斜路及「署長」不時批准或指定的其他構築物，以連接南昌站、「行人隧道」、「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)、「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)、該地段地面及毗連該地段的街面行人道。在南昌站非開放時間，「行人隧道」應可透過毗連該地段的街面行人道連通「24小時走道」其餘部分。「承批人」須向「署長」提交圖則，顯示「24小時走道」的走線以供批核。「署長」就何謂該地段地面及街面所作的決定將作終論，並對「承批人」約束。

(ii) 「24小時走道」(不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物)的闊度不可小於4.5米。

(e) 「承批人」應在本文協定的整個批租年期內，維持本特別條款(d)(i)款指定提供的「24小時走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。「承批人」並須自費維持本特別條款(d)(i)款所載的自動扶梯及載客電梯每日24小時運作。

(f) 「署長」可全權酌情決定在計算本文特別條款第(17)(d)條訂明的樓面總面積時不計入本特別條款(d)款所載的「24小時走道」或其任何部分所有面積。』

21.「行人天橋連接走道」及「擬建行人天橋」

「批地文件」特別條款第(35)條訂明：

『(35) (a) (i) 倘該地段或其任何部分進行發展或重建工程，「承批人」須自費以「署長」全面滿意的方式建造和提供下列設施：

(I) 於本文特別條款第(13)條訂明的日期或之前建造和提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB2位置而取道FB2a點至FB2b點和FB2c點至FB2d點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；及

(II) 於本文特別條款第(13)條訂明的日期或之前建造及提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB3位置而取道FB3a點至FB3b點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；

上述行人路及行人道應採用「署長」指定或批准的樓層和位置、物料和設施、標準、方式、闊度、定線、布局和設計。(本特別條款(a)(i)(I)及(a)(i)(II)款所載的行人路及行人道和兩條擬建行人天橋以下分別簡稱「行人天橋連接走道」及「擬建行人天橋」)。每條「擬建行人天橋」的最小內淨闊度為4.0米。

(ii) 「行人天橋連接走道」應包括：

(I) 兩部可接載傷殘人士的電梯(以下簡稱「電梯」，每條「擬建行人天橋」各設一部電梯)，建造位置分別距離兩條「擬建行人天橋」不超過10米；及

(II) 兩條有蓋樓梯(每條「擬建行人天橋」各設一條有蓋樓梯)，建造位置距離兩條「擬建行人天橋」不超過10米。

(b) (i) 「承批人」提供「行人天橋連接走道」時應自費以「署長」全面滿意的方式預留充分空間，並以「署長」指定或批准的物料、標準、樓層、定線、闊度、布局和設計於該地段內搭建、提供及建造「署長」指定或批准的連接段、支承件、柱、通道口及樓梯平台(以下統稱「行人天橋連接段及支承件」，以使「擬建行人天橋」依照本特別條款(a)(i)(I)及(a)(i)(II)款指定的位置及路線點連通該地段。

(ii) 於本文協定批授的整個年期內，「政府」獲例外保留權利從「擬建行人天橋」獲得所有支撐及連接至現已或將會建於該地段的一座或多座建築物或構築物。

(c) (i) 「行人天橋連接走道」除接上及連通「擬建行人天橋」和供公眾步行或乘坐輪椅通行以進出往返「擬建行人天橋」外，不得作任何其他用途。

(ii) 除非「署長」另行批准或規定，「承批人」不可使用或允許或容忍他人使用「行人天橋連接走道」及「擬建行人天橋」內外任何部分作廣告用途或陳列任何性質的招牌、告示或海報。

(iii) 「承批人」本身不可亦不得允許、容忍他人在「行人天橋連接走道」及「擬建行人天橋」作出任何行為，以致或可能構成滋擾或騷擾，又或可能對途經「行人天橋連接走道」及「擬建行人天橋」下方的行人或車輛或任何毗連或毗鄰一個或多個地段或物業的業主或佔用人造成不便或損害。

(iv) (I) 「承批人」應在本文協定的整個批租年期內維持「行人天橋連接走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。

(II) 茲毋損本特別條款(c)(iv)(I)款之規定，「承批人」應自費維持「電梯」每日24小時運作。

(III) 「承批人」建成「行人天橋連接走道」而「政府」亦已建成每條「擬建行人天橋」後，「承批人」時刻均須允許所有公眾全日24小時免費自由步行或乘坐輪椅通行、再通行、行經、經越及上落每條「擬建行人天橋」，以及按需要進入該地段或其任何部分和現已或將會建於該處任何一座或多座建築物，藉此進出所有或任何當時現存的「擬建行人天橋」，以作所有合法用途。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員現獲免費保留下列權利：

(i) 擁有所有必要權利佔用該地段或其任何部分，並且擁有所有必要權利進出、往返及通行該地段，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程；及

(ii) 有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。

(e) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(d)及(g)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(f) 「承批人」或現時根據本文特別條款第(40)(a)(i)條所載的「公契」委任的該地段管理人或根據《建築物管理條例》(香港法例第344章)成立的該地段「業主立案法團」應在接獲「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准暫時關閉現已或將會建於該地段上一座或多座建築物的通道口或地方，以便在該處接駁「擬建行人天橋」或本特別條款(g)款所載的替換結構。暫時關閉上述通道口或地方期間，該處所有必要維修工程一律時刻由「承批人」或上述的管理人或「業主立案法團」(視乎情況而定)自費負責，並須令「署長」滿意。

(g) 如該地段或其任何部分進行重建等工程，以致需要拆卸「擬建行人天橋」或當中其一，然後在本特別條款(a)(i)(I)及(a)(i)(II)款載明的路線點新建一條或多條行人天橋，「政府」、其人員、代理、承辦商、工人和任何毗鄰地段業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可免付任何費用，不論攜帶工具、設備、機器、機械或駕車與否，自由進出、往返及通行該地段或其任何部分或現已或將會建於該地段任何一座或多座建築物或構築物，以便拆卸「擬建行人天橋」或當中其一，以及建造一條或多條新行人天橋接駁至「行人天橋連接走道」，嗣後則須負責檢查、保養和維修新建的行人天橋。

(h) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條款」或行使本特別條款所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」(或如本特別條款(g)款所述重新建造)。倘日後不興建(或重新建造)「擬建行人天橋」而因此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(i) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「行人天橋連接走道」及現已或將會依照「政府」規定建於該地段的「擬建行人天橋」任何部分(「擬建行人天橋」相關部分以下簡稱「該等部分」)。茲於本特別條款，「署長」就何謂「行人天橋連接走道」及「擬建行人天橋」所作的決定將作終論並對「承批人」約束。

(j) 倘因該地段內有「該等部分」令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「該等部分」的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(k) 「承批人」概不享有「該等部分」的權利、產權、擁有權、佔管權或使用權。

(l) 於「該等部分」存續期間，「承批人」應在本文協定批授的整個年期內自行或達致他人採取在本「批地文件」下同意授予的所有妥善及適當的護理措施、技能及防範措施，其中特別須在任何建造、維修、更新、修理、清拆、拆卸或還原工程施工期間防止「該等部分」遭到任何損壞、干擾或阻塞。』

22. 建造「有蓋行人天橋」

「批地文件」特別條款第(36)條訂明：

『(36) (a) 「承批人」應在本文特別條款第(13)條指定的日期或之前，自費按照「經批准的建築圖則」並以「署長」全面滿意的方式，在「圖則Ia」註明為「PROP. FB1」的位置，以「署長」全權酌情指定或批准的物料、標準、樓層、定線、布局及設計搭建、提供和建造一座單層有蓋行人天橋及其他結構支承件與連接段(包括「署長」全權酌情認為有蓋行人天橋任何日後擴建段所需的支承件與連接段)，連同斜路、相關的樓梯、通道口、樓梯平台、自動扶梯、電梯及「署長」酌情指定或批准的內外配件及固定裝置與照明裝置(以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應有不少於4.0米內淨闊度，最低淨內空高度為2.8米。

(b) (i) 「有蓋行人天橋」除供所有公眾步行或乘坐輪椅通行外，不得作任何其他用途。

(ii) 除非「署長」另行批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。

(iii) 「承批人」不可在「有蓋行人天橋」作出任何行為或允許或容忍他人作出任何行為，以致或可能導致途經「有蓋行人天橋」之下的任何行人或車輛或任何毗鄰或毗連地段或物業的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 在「有蓋行人天橋」存續期間，「承批人」不論日夜均應時刻允許任何公眾免費自由步行或乘坐輪椅出入、往返、通行及上落「有蓋行人天橋」，以作所有合法用途。

(v) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入現已或將會建於該地段的「有蓋行人天橋」任何部分。茲於本特別條款，「署長」就何謂「有蓋行人天橋」所作的決定將作終論並對「承批人」約束。』

23. 替換「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」

「批地文件」特別條款第(37)條訂明：

『(37) (a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「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「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「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「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。』

24. 私人休憩用地

「批地文件」特別條款第(42)條訂明：

『(42) (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不小於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」)，並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定，「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外，概不可作任何其他用途，從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定，「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內：

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾免費及不受阻撓地使用與享用；及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾用途私人休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內，「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任，「政府」可執行「公眾用途私人休憩用地」的必要工程，費用由「承批人」承擔。「承批人」須在「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「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、代理、承辦商、工人或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明，本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約，「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明，本文特別條款第(42)(c)條訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。』

25. 泊車規定

「批地文件」特別條款第(44)(a)(i)及(ii)條訂明：

『(44) (a) (i) 該地段內應設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物內住宅單位的居民及彼等真正來賓、訪客或賓客的車輛(以下簡稱「住宅車位」)，分配比率根據下表所列現已或將會建於該地段各住宅單位的大小計算(除非「署長」同意有別於下表所列的其他分配比率或「住宅車位」數額)：

每個住宅單位的大小	擬提供住宅車位數額
少於40平方米	每24個住宅單位或不足此數一個車位
不少於40平方米但小於70平方米	每14.5591個住宅單位或不足此數一個車位
不少於70平方米但小於100平方米	每5.8286個住宅單位或不足此數一個車位
不少於100平方米但小於160平方米	每2.9033個住宅單位或不足此數一個車位
不少於160平方米	每1.6個住宅單位或不足此數一個車位

(ii) 在本特別條款第(a)(i)分條中擬提供的住宅車位總數目應是根據本特別條款第(a)(i)分條的表格列明每個住宅單位的面積計算各個車位數目的總數。在本文件中，「每個住宅單位面積」一詞在總樓面面積方面指以下第(I)及(II)之總和：

(I) 該單位住戶專屬使用與享用的住宅單位總樓面面積，從該單位的圍牆或護牆外面測量，除了分隔兩個連接單位的圍牆，在該種情況下，須從該等牆壁的中心線測量並包括該單位內的內部分隔牆及支柱，但是為免存疑，不包括該單位內沒有列入計算特別條款第(17)(d)條指定的總樓面面積的所有樓面面積；及

(II) 與每個住宅單位成比例的住宅公用地方(按下文定義)的總樓面面積。在計算時，在住宅單位外圍牆外面供該地段已建或擬建建築物的所有住戶共同使用與享用的住宅公用地方的總樓面面積(該住宅公用地方在下文簡稱「住宅公用地方」)，但為免存疑不包括沒有列入計算特別條款第(17)(d)條指定的總樓面面積的所有樓面面積，須按下列公式分攤給住宅單位：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條款第(a)(ii)(I)分條計算的有關住宅單位的總樓面面積}}{\text{按本特別條款第(a)(ii)(I)分條計算所有住宅單位的總樓面面積}}$$

』

「批地文件」特別條款第(44)(a)(iii)條訂明：

『(44) (a) (iii) (I) 如現已或將會建於該地段的任何住宅單位大廈提供超過七十五(75)個住宅單位，應額外提供車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物內住宅單位居民的真正來賓、訪客或賓客的車輛，分配比率為每座住宅單位大廈五(5)個車位，又或採用「署長」批准的其他比率，但數目不可少於一(1)個車位。

(II) 如現已或將會建於該地段的任何住宅單位大廈提供少於七十五(75)個住宅單位，應額外提供車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物內住宅單位居民的真正來賓、訪客或賓客的車輛，分配比率為每座住宅單位大廈一(1)個車位，又或採用「署長」批准的其他比率，但數目不可少於一(1)個車位。』

「批地文件」特別條款第(44)(b)(i)條訂明：

『(44) (b) (i) 該地段內應設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的車輛，分配比率為現已或將會建於該地段作為「商業樓宇」的一座或多座建築物樓面總面積每300平方米或不足此數一(1)個車位。』

「批地文件」特別條款第(44)(b)(iii)條訂明：

『(44) (b) (iii) 按本特別條款第(b)(i)分條提供的車位，不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例獲發牌並屬於該地段上根據該分條規定的指定用途已建或擬建的建築物之佔用人和他們的真正來賓、訪客或被邀請人之車輛以外的用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。』

「批地文件」特別條款第(44)(c)(i)條訂明：

『(44) (c) (i) 「承批人」應按照下列分配比率或「署長」批准的其他比率，在根據本特別條款(a)及(b)款設置的車位中預留和劃出部分車位供《道路交通條例》、其任何附屬規例及相關修訂法例界定釋義的傷殘人士停泊車輛：

(I) 依照本特別條款(a)(i)款設置的車位數目如超過100個，應每200個車位或不足此數劃出不少於一(1)個車位(最少須預留及劃出一(1)個車位)；及

(II) 依照本特別條款(b)(i)款設置的車位數目如超過100個，應每200個車位或不足此數劃出不少於一(1)個車位(最少須預留及劃出一(1)個車位)；及

(III) 依照本特別條款(a)(iii)款設置的車位劃出一(1)個車位。』

「批地文件」特別條款第(44)(c)(iii)條訂明：

『(44) (c) (iii) 按本特別條款第(c)(i)分條提供的車位，不得用作按《道路交通條例》、其附屬規例及任何修訂法例界定的殘疾人士停泊屬於該地段上已建或擬建的建築物之住客或佔用人及其真正來賓、訪客或被邀請人之車輛以外的任何用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。』

「批地文件」特別條款第(44)(d)條訂明：

『(44) (d) (i) 除非「署長」同意採用其他比率，否則應按下列分配比率於該地段設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的電單車：

(I) 在本特別條款(a)(i)及(a)(iii)款分別規定設置的「住宅車位」及訪客車位總額的百分之十(10%)(以下簡稱「住宅電單車車位」)；及

(II) 本特別條款(b)(i)款規定設置的車位總額的百分之十(10%)；

倘應設置的車位數目為小數位數，則四捨五入調高為最接近之整數。

(ii) 住宅電單車車位不得用作停泊按《道路交通條例》、附屬規例及任何修訂法例獲發牌並屬於該地段上已建或擬建的建築物之住客及他們的真正來賓、訪客或獲邀請人之電單車以外的任何用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

(iii) 按本特別條款第(d)(i)(II)分條提供的車位，不得用作停泊按《道路交通條例》、其附屬規例及任何修訂法例獲發牌並屬於該地段上已建或擬建並用作本特別條款第(b)(i)分條所述用途的建築物之佔用人和他們的真正來賓、訪客或被邀請人之電單車以外的任何用途，及特別是上述車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。』

26. 客貨上落規定

「批地文件」特別條款第(45)(a)及(b)條訂明：

『(45) (a) 該地段須按下列比率設置「署長」滿意的車位供貨車上落客貨：

(i) (I) 如現已或將會建於該地段的任何住宅單位大廈提供超過七十五(75)個住宅單位，現已或將會建於該地段每座住宅單位大廈最少應設置一(1)個客貨上落車位。客貨上落車位應位於每座住宅單位大廈範圍內或毗連該處；

(II) 如現已或將會建於該地段的任何住宅單位大廈提供少於七十五(75)個住宅單位，現已或將會建於該地段所有住宅單位大廈最少應設置兩(2)個客貨上落車位。客貨上落車位應位於每座住宅單位大廈範圍內或毗連該處；

(ii) 現已或將會建於該地段的一座或多座建築物樓面總面積每1,200平方米應配置一(1)個客貨上落車位供「商業樓宇」使用。』

(b) 依照本特別條款(a)(i)款設置的車位應為3.5米闊、11.0米長、最低淨空高度4.7米。此等車位除供與該款所載一座或多座建築物相關的車輛上落客貨外，不得作任何其他用途。

27. 讓與「住宅車位」及「住宅電單車車位」的限制規定

「批地文件」特別條款第(48)(a)條訂明：

『(48) (a) 「住宅車位」及「住宅電單車車位」：

(i) 不得轉讓，除非：

(I) 連同賦予專有權使用與佔用現已或將會建於該地段一座或多座建築物的一個或多個住宅單位之不分割份數一併轉讓；或

(II) 承讓人現時已擁有具專有權使用與佔用現已或將會建於該地段一座或多座建築物的一個或多個住宅單位之不分割份數；或

(ii) 分租(租予現已或將會建於該地段的一座或多座建築物內住宅單位之居民除外)。

於任何情況下，不可轉讓或分租多於三(3)個「住宅車位」及「住宅電單車車位」予現已或將會建於該地段的一座或多座建築物內任何一個住宅單位的業主或居民。』

28. 設置公共停車處

「批地文件」特別條款第(49)(a)、(b)及(c)條訂明：

『(49) (a) 「承批人」應自費以「署長」全面滿意的方式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)提供及嗣後管理和維修一個停車處，闊2.5米、長40米、最低淨空高度4.7米，以供車輛(包括的士)上落乘客(以下簡稱「停車處」)。

(b) 「承批人」應自費以「署長」全面滿意的形式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修不少於3米闊的行人走道(以下簡稱「通往停車處行人走道」)，以連接「停車處」至南昌站入口。

(c) 「承批人」應在本文協定批授的整個年期內保持「停車處」及「通往停車處行人走道」每日24小時開放，以供公眾免費及不受阻撓地通行使用。』

29. 垃圾收集服務

「批地文件」特別條款第(52)(a)、(b)(i)、(b)(ii)及(b)(iii)(I)條訂明：

『(52) (a) 「承批人」應自費以食物環境衛生署署長全面滿意的方式提供、建造和維持周全的垃圾收集系統，收集現已或將會建於該地段上一座或多座建築物每個樓層的垃圾。

(b) (i) 「承批人」應在「署長」指定的一個或多個日期，自費按照「經批准的建築圖則」，以「署長」全面滿意的方式，採用食物環境衛生署署長批准的物料、標準和設計，在該地段指定的位置提供、建造及嗣後維修一(1)個垃圾收集站連同附屬設施(以下統稱「垃圾收集站」)，及食物環境衛生署署長批准或指定供垃圾車作停泊及裝卸之用的範圍(應設不少於一個)。

(ii) 「垃圾收集站」所佔範圍應不小於220平方米，臨街樓面闊11米，長20米，又或採用「署長」批准的其他尺寸。

(iii) (I) 遵照本特別條款(b)(i)款設置的垃圾車停泊及裝卸車位除供垃圾車停泊及裝卸外，不可作任何其他用途。』

30. 無小販

「批地文件」特別條款第(53)條訂明：

『(53) 「承批人」不得允許或容忍任何小販在該地段內及「有蓋行人天橋」擺賣，如發現任何小販擺賣則須驅離該處。「承批人」應在該地段所有入口附近當眼處張貼告示，說明禁止小販在該地段內及「有蓋行人天橋」擺賣。茲於此等「批地條款」，「小販」之釋義以《公眾衛生及市政條例》(香港法例第132章)第2條、其任何附屬規例及相關修訂法例所訂為準，惟就本特別條款而言，釋義(a)段中「任何公眾地方」字眼將會略去，取代為「該地段及「有蓋行人天橋」範圍內，但不包括當中根據此等「批地條款」可以經營商業業務的任何部分。」』

31. 維修現有「臨時公共運輸交匯處」直至搬遷

「批地文件」特別條款第(54)條訂明：

『(54) (a) 「承批人」現確認遵照本文特別條款第(5)(a)條規定接收和佔管該地段後，該地段內設有現存的「臨時公共運輸交匯處」，(包括南昌站之的士站)(以下簡稱「現有公共運輸交匯處」)，「承批人」承諾依照本特別條款(b)款規定維修「現有公共運輸交匯處」。倘因「現有公共運輸交匯處」的存在及其使用令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「現有公共運輸交匯處」的存在、其使用及嗣後拆卸又或因「承批人」、其傭僕、工人及承辦商就該處維修事務所作或遺漏作出的事項直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(b) 「現有公共運輸交匯處」除作公共運輸交匯處外，不得作任何其他用途，此外並須維持運作，直至「承批人」自費以「署長」全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

(c) 只要「現有公共運輸交匯處」是根據本特別條款(b)款之規定使用，「政府」可全權酌情隨時界定「現有公共運輸交匯處」或其任何部分的公眾用途。

(d) 「承批人」應允許所有「政府」及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。「政府」有絕對權利行使《道路交通條例》(香港法例第374章)及《公共巴士服務條例》(香港法例第230章)、其任何附屬規例及相關修訂法例就「現有公共運輸交匯處」賦予的權力。』

32. 削土

「批地文件」特別條款第(56)條訂明：

『(56) (a) 如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜或此等「批地條款」規定「承批人」執行的其他工程或其他目的進行削土、移土或土地後移工程，或任何建造或填土工程或任何類型的斜坡處理工程，不論事前是否獲「署長」書面同意，「承批人」亦須按當時或嗣後任何時間的需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護和支撐該地段內的土地及任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內任何時候自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其修繕妥當與狀態良好，令「署長」滿意。

(b) 本特別條款(a)款之規定概不妨礙此等「批地條款」賦予「政府」的權利，其中特別以本文特別條款第(55)條所訂權利為要。

(c) 無論何時，如因「承批人」進行平整、水準測量、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」官地或已批租土地發生滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因滑土、山泥傾瀉或地陷所蒙受或招致的所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責。

(d) 除享有本文訂明可就違反此等「批地條款」追討之任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不執行通知書訂明期限內以「署長」滿意的方式完成通知書的指示，「署長」可即時執行及進行必要的工程。「承批人」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業費用與收費。』

33. 維修地錨

「批地文件」特別條款第(58)條訂明：

『(58) 如該地段的發展或重建項目或其任何部分已安裝預應力地錨，「承批人」應自費在預應力地錨的整個使用周期內進行定期維修和監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述監察工程的報告和資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行及進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。』

34. 土地沉降

「批地文件」特別條款第(59)條訂明：

『(59) (a) 「承批人」現確認，該地段乃在海床填海的土地形成，因此地段的地面水平日後難免因為基底及埋填物料固結或其他原因出現變化。

(b) 「承批人」現承諾於該地段開始發展或重建之前會自費就該地段的土地狀況進行詳細土力工程研究，以為該地段日後可能出現的地面水平變化作好準備，不論是否包括剩餘沉降的土地沉降導致亦然。「承批人」設計所有基建工程、建築物、構築物、服務、公用服務接駁路線、內部道路、橋樑、行人天橋及行人路或任何其他工程(以下統稱「基建工程」)時，必須充分考慮研究結果，並妥善履行此等「批地條款」項下的積極責任，確保日後不會因為該地段發生應可預見的沉降或地面水平變化而妨礙「基建工程」。

(c) 「承批人」現確認及承認，其須獨力承擔所有額外成本、收費、費用與開支，不論乃土力工程研究或該地段日後地面水平變化的防範或補救工程所招致亦然。「政府」概毋須就此等成本、收費、費用與開支向「承批人」或其繼承人或受讓人承擔責任。

(d) 「承批人」現代表其本身、其繼承人及受讓人明確表示放棄向「政府」提出任何及所有因填海工程導致或引起的索償，以及代表其本身、其繼承人及受讓人解除「政府」日後因該地段填海、或任何土地沉降、剩餘沉降或該地段地面水平變化招致或引起的責任。再者，「承批人」現代表其本身、其繼承人及受讓人契諾不會就填海工程或日後可能發生的任何土地沉降、剩餘沉降或該地段地面水平變化向「政府」展開任何訴訟或提出任何索求或索償，不論因何事故引起，亦不論此等沉降或地面水平變化是否可合理預見亦然。日後任何轉讓契約均須訂明其中包括本特別條款(d)款之規定。

(e) 「政府」並無明示或默示地向「承批人」保證該地段或其任何部分適合或適宜發展，不論乃遵照此等「批地條款」等亦然。倘因該地段的狀態和狀況、日後於該地段任何的地面或剩餘沉降、或因地面水平變化導致不適宜作其購買該地段的原擬用途、又或令「承批人」無法實現原訂的發展規模或類別、又或令「承批人」因應發展該地段所需招致異常或不可預計的額外費用與開支，而令其招致或蒙受任何損失或損害，「承批人」現代表其本身、其繼承人或受讓人承諾不會就此對「政府」提出任何索償或索求。

35. 廢土或泥石

「批地文件」特別條款第(60)條訂明：

『(60) (a) 如源自該地段或受該地段任何發展項目影響的其他地方之廢土、泥石、建築廢料或建造物料(以下簡稱「廢料」)的侵蝕、沖下或排進公共小巷或道路、道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業(以下簡稱「政府產業」)，「承批人」必須自費清理「政府產業」上的「廢料」和修復任何受損的「政府產業」，此外並須就「廢料」的侵蝕、沖下或排進導致私人物業蒙受損害或滋擾所引致的所有訴訟、索償及索求向「政府」賠償。

(b) 儘管有本特別條款(a)款之規定，「署長」仍可(但無責任必須)在「承批人」作出要求時清理「政府產業」上的「廢料」和修復任何損害，同時「承批人」在「政府」通知時須向「政府」支付有關的費用。』

36. 建造排水渠及渠道及接駁排水渠及污水管

「批地文件」特別條款第(62)條訂明：

『(62) (a) 「承批人」應按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」官地上建造和維修排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，「承批人」必須承擔全責並向「政府」及其人員賠償。

(b) 接駁該地段任何排水渠及污水管至已鋪設和啟用之「政府」雨水渠及污水管的工程將由「署長」負責執行。「署長」毋須就由此引致的任何損失或損害向「承批人」承擔責任，而「承批人」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外，「承批人」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」土地範圍內的上述接駁工程的任何部分將由「承批人」自費維修，如「政府」發出通知，「承批人」須將此等工程的任何部分移交「政府」，日後由「政府」自費維修，「承批人」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「承批人」不維修建於「政府」土地上的上述接駁工程的任何部分，「署長」可執行其視為必要的維修工程，「承批人」須在「政府」通知時支付有關工程的費用。』

37. 公用服務專用地方

「批地文件」特別條款第(63)條訂明：

『(63) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線黑點、粉紅色加綠交叉線加黑點、粉紅色加綠交叉線及粉紅色加綠交叉線黑波浪紋顯示而介乎香港主水平基準下1.00米與香港主水平基準上3.00米之間或「署長」酌情釐定其他水平的地底內層(本(a)款例外保留的地底內層以下簡稱「公用服務專用地方」)。

(b) 「承批人」概無「公用服務專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士，不論是否在任何法例下，均不得反對「政府」就本特別條款(a)款的例外保留權利，亦無權就此或就着使用「公用服務專用地方」所招致或引起的任何性質的責任、損失、損害、索償、費用、訴訟、索求及法律程序，向「政府」提出申索或索償。

(d) 如非事前獲「署長」書面同意，而「署長」可全權酌情拒絕同意或附加其視為恰當的條款與條件給予同意，「公用服務專用地方」中、上、下或內不得搭建或建造任何建築物或構築物的建築或構築件或支承件。「承批人」：

(i) 確認現有關乎「地下鐵路」的運作於「公用服務專用地方」內或貫越該處的構築物及裝置，並且確認將採取本文特別條款第(65)條所載的必要保護措施；及

(ii) 應保持及維持「公用服務專用地方」地面對上不少於5.10米的淨空高度。就本款而言，「署長」就何謂地面所作的決定將作終論並對「承批人」約束。

(e) 於本文協定批授的整個年期內，「署長」、其人員、承辦商及代理和彼等的工人及正式授權人等均可隨時(事前須發出合理通知，惟緊急情況除外)行使不受限制的權利，攜帶工具、設備、機器或駕車與否，透過該地段通行、進出及往返「公用服務專用地方」，以便鋪設、檢查、維修、修理和翻新橫越、貫穿「公用服務專用地方」或位於該處範圍內的污水管及其他構築物、裝置和服務(以下簡稱「公用服務設施」)。於行使上述權利及權力期間挖掘任何坑槽後需要還原的情況除外，如因「署長」、其人員、承辦商及代理和彼等的工人及正式授權人等行使本款賦予的通行、進出及往返權利或處理附帶於此等權利之事宜，又或進行鋪設、檢查、維修、修理和翻新「公用服務設施」工程的權利，令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，彼等均毋須就此承擔責任。「承批人」不可就此等損失、損害、滋擾或騷擾向「署長」、其人員、承辦商及代理和彼等的工人及正式授權人等索償。』

38. 水務設施專用地方

「批地文件」特別條款第(64)條訂明：

『(64) (a) 如非事前獲水務署署長書面同意，「圖則Ia」以黑虛線圍框並註明為「WWR」的該地段範圍(以下簡稱「水務設施專用地方」)上、下、內或跨越該處不得搭建或建造或放置任何建築物或構築物的建築、構築件或支承件，惟鋪草及於本協議生效日經已或將會獲准在「水務設施專用地方」上、下、內或跨越該處搭建或建造或放置任何其他構築物除外。「水務設施專用地方」上或內亦不可放置或堆放物料或物件或停泊車輛(可即時駛開者除外)。水務署署長就何謂可即時駛開車輛所作的決定將作終論並對「承批人」約束。

(b) 除鋪草外，「水務設施專用地方」內任何水閥蓋周圍1.5米或任何水栓出口周圍1.0米範圍不可種植任何植物或有物件阻塞。

(c) 除非事前獲水務署署長書面批准，否則禁止在「水務設施專用地方」內種植樹木或灌叢和進行地盤平整工程。

(d) 「承批人」如有需要將鋪設於「水務設施專用地方」內的「政府」水管改道，事前須向水務署署長提交建議走線以供批核。搬遷「政府」水管的費用由「承批人」負責，位於新鋪設水管上、下、內或跨越該處的該地段部分將納入「水務設施專用地方」。

(e) 倘於本文協定批授的整個年期內，如因「承批人」造成損害或「承批人」、其傭僕、工人及承辦商於該地段中、上、下、內或跨越該處進行其他活動，以致需要修理和還原任何「政府」水管、水閥、閥井、閥室、結構或其他關乎「政府」水管的同類設施，「承批人」須在「政府」通知時向「政府」支付上述工程的費用，此外並須就由此招致的索償、訴訟或索求向「政府」賠償和確保其免責。

(f) 「政府」和水務署署長及彼等人員、水務署署長指定的其他「政府」部門人員、承辦商、受許可人、水務署署長或其他指定「政府」部門人員聘用的工人或彼等正式授權的承辦商或受許可人，現獲例外保留權利，不論攜帶工具、設備、機器、機械或駕駛車輛或重型液壓裝載機貨車與否，時刻均可不受限制地自由通行、進出、往返及越過該地段或其任何部分，以便檢查、鋪設、安裝、運作、維修、修理及翻新任何或所有橫貫、越過「水務設施專用地方」或位於其下的現存「政府」水管、水閥、閥井或閥室及其他關乎「政府」水管的同類設施。如任何發展工程需要更改出入、進出、往返及越過該地段通往「水務設施專用地方」的路線，「承批人」事前必須徵詢水務署署長的同意。

(g) 「政府」、水務署署長及本特別條款(f)款所載的任何類別人士概毋須就彼等行使本特別條款(f)款賦予的通行、進出及往返權利或處理附帶於此等權利之事宜導致「承批人」招致或蒙受的任何損失、損害、滋擾或騷擾承擔責任，「承批人」亦不可就任何此等損失、損害、滋擾或騷擾向彼等提出索償。

(h) 「承批人」確認「水務設施專用地方」內設有現存的「政府」水管、水閥、閥井、閥室及其他水務工程結構及設施(以下統稱「現有水管」)。倘因「現有水管」的存在令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承認任何責任或法律責任。「承批人」現承諾，如有因為或鑒於「現有水管」的存在而直接或間接引起任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」將向「政府」賠償並確保其免責。

(i) 事前未經「署長」書面批准不得拆除或搬遷「現有水管」，而「署長」可於批准時附加其認為恰當的任何條件。

39.「地下鐵路」及「西鐵」保護措施

「批地文件」特別條款第(65)條訂明：

『(65) (a) 該地段展開任何工程之前，「承批人」必須先諮詢於本協議生效日分別在南昌站及透過該站營運「地下鐵路」及「西鐵」的香港鐵路有限公司和九廣鐵路有限公司(以下統稱「鐵路公司」)，確保工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，又或「地下鐵路」及「西鐵」和其任何支線(以下統稱「鐵路」)之安全運作(就此而言，「署長」之決定將作終論)。如「政府」規定，「承批人」須自費採取「鐵路公司」指定的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「鐵路」運作安全。

(b) 「承批人」必須確保現已或將會建於該地段上、下及毗連該處的「鐵路」範圍無誤，以令其本人信納，此外亦不可就該地段或「承批人」因「鐵路」的建造、維修、存在及運作而招致或蒙受之任何損害、滋擾、煩擾、損失或危害而向「政府」或其人員、代理、租戶、租客或其傭僕授權的人等索償。

(c) 如「署長」認為(「署長」之意見將作終論並對「承批人」約束)「承批人」或其承辦商、傭僕或代理導致「鐵路」或該處任何構築物、設施與裝置受損，「承批人」須自費以「鐵路公司」滿意的方式修復。

(d) 「承批人」佔管該地段後應盡快與「鐵路公司」建立充足溝通渠道，以確保全日任何時間均可透過充分的溝通渠道應對任何緊急事故。

(e) 「承批人」應遵守和履行所有關乎「鐵路」的條例、附例及規例。

(f) 「承批人」須自費遵守建築事務監督、消防處處長及所有其他相關「政府」法定主管當局就連接或鄰近「鐵路」周圍一座或多座建築物任何部分之建造(包括所採用物料)、修理和維修工程頒布的所有特別規定。

(g) 「承批人」應允許「署長」、「鐵路公司」及彼等正式授權的人員、傭僕及承辦商行使權利，不論攜帶工具、駕車、機器或設備或與否，時刻均可通行、進出、往返及行經該地段及現已或將會建於該處一座或多座建築物，以便執行工程和進行任何與「鐵路」相關的任何測量、檢查、檢驗、維修、改善或發展工程。「署長」及其正式授權的人員、傭僕及承辦商毋須就彼等行使本款所賦予權利或處理附帶於此等權利之事宜而導致「承批人」招致或蒙受的損失、損害、滋擾或騷擾承擔責任，「承批人」不可就此向彼等提出索償或異議。

(h) 如「鐵路公司」或其中之一於根據《香港鐵路條例》(香港法例第556章)第4條批予「地下鐵路」或根據《九廣鐵路公司條例》(香港法例第372章)批予「西鐵」或其他等的專營權屆滿時(包括任何續訂年期)停止營運影響該地段的「鐵路」或其任何部分，本特別條款中「鐵路公司」一詞將按情況適當指「政府」、其代名人或「政府」指定的第三方。』

40. 保護「高鐵香港段」

「批地文件」特別條款第(66)條訂明：

『(66) (a) (i) 該地段展開任何工程之前，「承批人」必須先諮詢「政府」或「政府」指定負責營運「高鐵香港段」的任何人士或人等(指定營運「高鐵香港段」的任何人士或人等以下簡稱「高鐵香港段營運機構」)，確保工程不會損毀、干預或危害任何鐵路工程、構築物、設施或裝置，又或「高鐵香港段」之安全運作(就此而言，「署長」之決定將作終論)。如「政府」規定，「承批人」須自費採取「政府」或「高鐵香港段營運機構」指定的預防措施，以確保任何鐵路工程、構築物、設施或裝置和「高鐵香港段」運作安全。

(ii) 「承批人」在該地段展開任何下層結構工程之前，必須先諮詢「政府」或「政府」指定負責建造、保護和營運「高鐵香港段」的任何人士或人等(以下簡稱「指定人士」)，確保下層結構工程不會損毀、干預或危害規劃中、已落成或在建中「高鐵香港段」或該處任何構築物、設施及裝置或「高鐵香港段」的建造及運作安全。於諮詢期間，「承批人」須向「政府」提交「政府」或「指定人士」要求有關「高鐵香港段」30米範圍內任何臨時及永久工程的圖則或任何設計資料。此等工程，包括但不限於監察儀器類型和數量，均須徵取「政府」或「指定人士」同意。

(b) 「承批人」必須確保現已或將會建於「高鐵香港段專用地方」及毗連該地段各地方的「高鐵香港段」範圍無誤，以令其本人信納，此外亦不可就該地段或「承批人」因「高鐵香港段」的建造、維修、存在和運作而招致或蒙受任何損害、滋擾、煩擾、損失或危害而向「政府」或其任何人員、代理、租戶、租客或其傭僕授權的人等索償。

(c) 如「署長」認為(「署長」之意見將作終論並對「承批人」約束)「承批人」或其承辦商、傭僕或代理導致「高鐵香港段」或該處任何結構、設施與裝置受損，「承批人」須自費以「政府」、「指定人士」及「高鐵香港段營運機構」滿意的方式修復。

(d) 「承批人」佔管該地段後應盡快與「政府」、「指定人士」及「高鐵香港段營運機構」建立充足溝通渠道，以確保全日任何時間均可透過充分的溝通渠道應對任何緊急事故。

(e) 「承批人」應遵守和履行所有關乎「高鐵香港段」的條例、附例及規例。

(f) 「承批人」須自費遵守建築事務監督、消防處處長及所有其他相關「政府」法定主管當局就連接或鄰近「高鐵香港段」周圍一座或多座建築物任何部分的建造(包括所採用物料)、修理和維修工程頒布的所有特別規定。

(g) 「承批人」應允許「署長」、「指定人士」、「高鐵香港段營運機構」及彼等正式授權的人員、傭僕和承辦商行使權利，不論攜帶工具、駕車、機器或設備與否，時刻均可通行、進出、往返及行經該地段或現已或將會建於該處一座或多座建築物，以便執行工程和進行任何與「高鐵香港段」相關的任何測量、檢查、檢驗、維修、改善或發展工程。「署長」、「指定人士」、「高鐵香港段營運機構」及其正式授權的人員、傭僕和承辦商毋須就彼等行使本款所賦予權利或處理附帶於此等權利之事宜而導致「承批人」招致或蒙受的損失、損害、滋擾或騷擾承擔責任，「承批人」不可就此向彼等提出索償或異議。』

41. 不允許墳墓或骨灰龕

「批地文件」特別條款第(68)條訂明：

『(68) 該地段不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔、骨灰盅或其他等。』