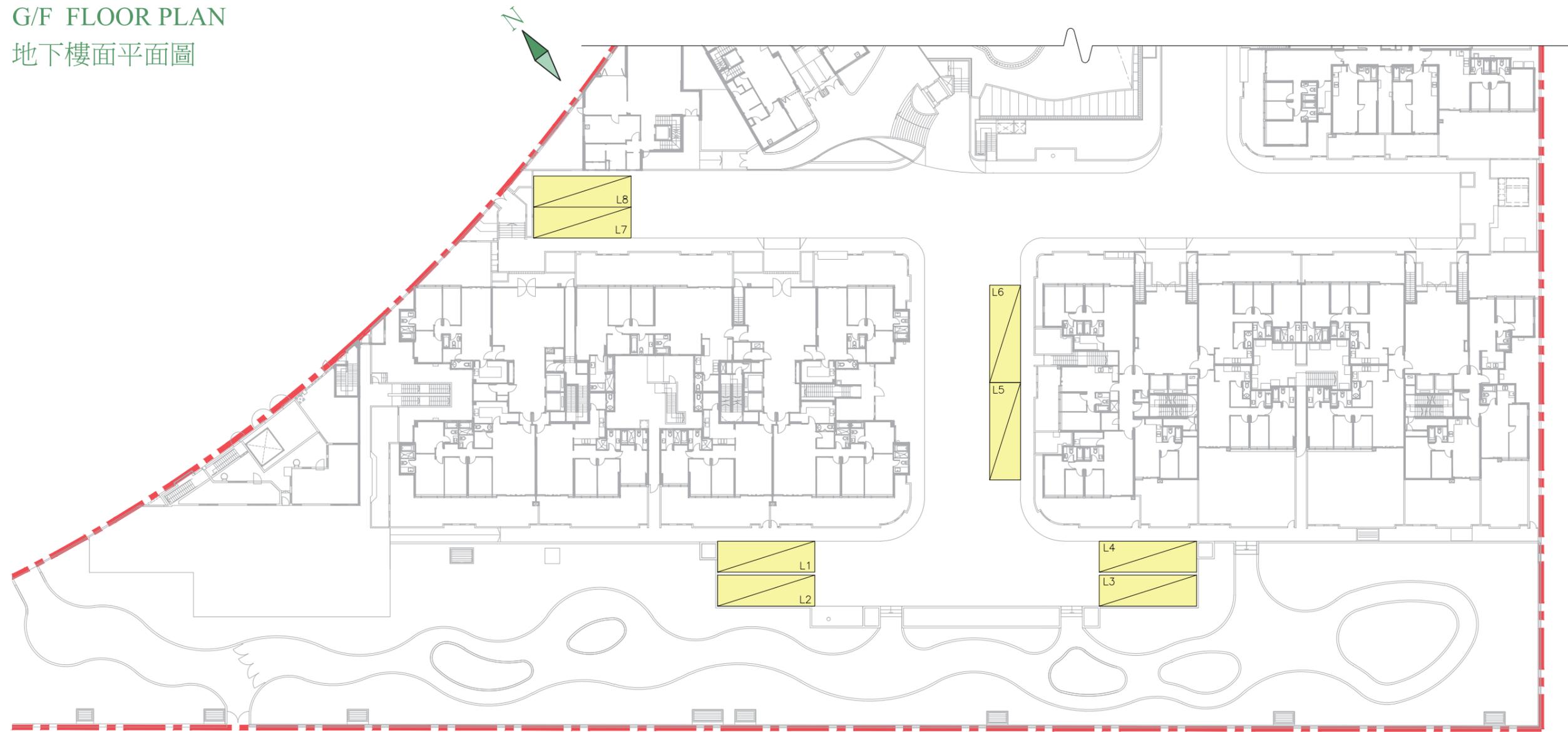


# 13 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

## 發展項目中的停車位的樓面平面圖

G/F FLOOR PLAN  
地下樓面平面圖



 Loading & Unloading Parking Space  
上貨及落貨停車位

 Boundary Line of the Development  
發展項目的界線

# 13 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

## 發展項目中的停車位的樓面平面圖

**LOCATION, NUMBER, DIMENSIONS AND AREA OF THE PARKING SPACES 停車位的位置、數目、尺寸及面積**

Location 位置	Category of Parking Space 停車位類別	Number 數目	Dimensions of each of parking spaces (L x W)(m) 每個停車位的尺寸(長 x 闊) (米)	Area of each of the parking space (m <sup>2</sup> ) 每個停車位的面積(平方米)
G/F 地下	Loading & Unloading Parking Space 上貨及落貨停車位	8	11 x 3.5	38.5
B1/F 地庫1樓	Residential Parking Space 住客停車位	266	5 x 2.5	12.5
	Accessible Residential Parking Space 暢通易達住客停車位	4	5 x 3.5	17.5
	Visitor's Parking Space 訪客停車位	29	5 x 2.5	12.5
	Accessible Visitor's Parking Space 暢通易達訪客停車位	1	5 x 3.5	17.5
	Residential Motorcycle Parking Space 住客電單車停車位	20	2.4 x 1	2.4
	Residential Bicycle Parking Space 住客單車停車位	19	1.8 x 0.6	1.08
	Parking Space for Refuse Collection Vehicle 垃圾收集車停車位	1	12 x 5	60
	Residential Parking Space for House 獨立屋停車位	16	5 x 2.5	12.5
B2/F 地庫2樓	Residential Parking Space 住客停車位	206	5 x 2.5	12.5
	Accessible Residential Parking Space 暢通易達住客停車位	3	5 x 3.5	17.5
	Residential Motorcycle Parking Space 住客電單車停車位	6	2.4 x 1	2.4
	Residential Bicycle Parking Space 住客單車停車位	4	1.8 x 0.6	1.08

# 14 SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

## 臨時買賣合約的摘要

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

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### A. Common Parts of The Development

(1) **“Carpark Common Areas and Facilities”** means and includes :-

- (a) the whole of the Carpark (except the Parking Spaces and Visitor Parking Spaces);
- (b) driveway, ramp, fan rooms, smoke vents, exhaust air ducts, electric meter room for electric vehicle charging system, intake air duct, vent ducts, smoke vent ducts, entrance to basement floors on the Ground Floor of each Residential Tower, dog houses for vent duct for Carpark at each Residential Tower such areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole;
- (c) those parts of the Carpark specified in Schedule 1 to the Building Management Ordinance excluding those areas and facilities within the Carpark which exclusively serve a single Unit and have been specified or designated in the Deed of Mutual Covenant (the “DMC”) as being for the exclusive use, occupation and enjoyment of the Owner of that Unit;
- (d) such areas and facilities of and in the Land and the Development intended for the benefit of the Carpark as a whole or otherwise not of any individual Owner; and
- (e) such other areas and facilities of and in the Land and the Development designated as Carpark Common Areas and Facilities in accordance with Clause 5(b) of the Third Schedule to the DMC.

which for the purposes of identification only are shown coloured Indigo on the DMC Plans, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Tower Common Areas and Facilities and the House Common Areas and Facilities.

(2) **“Development Common Areas and Facilities”** means and includes:-

- (a) Watchmen Office, Watchmen Quarters, Owners’ Corporation Office, Loading and Unloading Spaces, part of the Landscaped Areas, cleaning water pump room, sprinkler water tank, street fire hydrant water tank, street fire hydrant sprinkler and fire service pump room, fire service pump room, transformer rooms, transformer room lobby, switch room, fan rooms, fire service control room, run in/run out, emergency vehicular access on the Ground Floor, emergency generator room, lift on Basement 2 Floor to Ground Floor, lift shaft on Basement 2 Floor to Ground Floor, staircase, lift lobbies on Basement 1 Floor to Basement 2 Floor, refuse storage and material recovery chamber and refuse collection vehicle space, cable accommodations and all associated facilities;

- (b) those parts of the Development (other than the Carpark and the Residential Accommodation) specified in Schedule 1 to the Building Management Ordinance excluding those areas and facilities within the Development (other than the Carpark and the Residential Accommodation) which exclusively serve a single Unit and have been specified or designated in the DMC as being for the exclusive use, occupation and enjoyment of the Owner of that Unit;
- (c) such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole; and
- (d) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with Clause 5(b) of the Third Schedule to the DMC

which for the purposes of identification only are shown coloured Yellow and Yellow Stippled Black on the DMC Plans, but shall exclude the Residential Common Areas and Facilities, the Tower Common Areas and Facilities, the House Common Areas and Facilities and the Carpark Common Areas and Facilities.

(3) **“House Common Areas and Facilities”** means and includes :-

- (a) those parts of the Residential Accommodation in the Development intended for common use and benefit of the Owners, occupiers and licensees of the Residential Houses and the bona fide guests, visitors or invitees thereof, includes but not limited to potable and flushing water tanks, flushing upfeed pump room, open passages, driveway, ramp, refuse storage and material recovery room, water meter cabinet and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development intended for the common use and benefit of the Owners and residents or tenants of the Residential Houses and their bona fide guests, visitors or invitees;
- (b) those parts of the House Accommodation specified in Schedule 1 to the Building Management Ordinance excluding those areas and facilities within the House Accommodation which exclusively serve a single Unit and have been specified or designated in the DMC as being for the exclusive use, occupation and enjoyment of the Owner of that Unit;
- (c) such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Houses as a whole or otherwise not of any individual Owner; and
- (d) such other areas and facilities of and in the Land and the Development designated as House Common Areas and Facilities in accordance with Clause 5(b) of the Third Schedule to the DMC

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

which for the purposes of identification only are shown coloured Violet on the DMC Plans, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Tower Common Areas and Facilities and the Carpark Common Areas and Facilities.

(4) “**Residential Common Areas and Facilities**” means and includes:-

- (a) Recreational Areas and Facilities, Accessible Parking Spaces, the Club House, the Visitor Parking Spaces, the Residential Bicycle Parking Spaces and part of the Landscaped Areas;
- (b) halls, passages, open passages, common corridors, lift lobbies, entrances, landings, halls, entrance lobbies, structural walls, stairways, store room, meter rooms, and meter spaces and roof of the Residential Towers, filtration plant, telecommunications and broadcasting room, and such of the lifts, lift shafts, water tanks, aerials, meters, lighting, drains, channels, sewers, salt and fresh water intakes and mains, wires, cables, air conditioning and ventilation system and other facilities whether ducted or otherwise through which fresh or salt water, sump pits and such other areas and any other systems, devices or facilities which are at or provided or installed in the Development;
- (c) those parts of the Residential Accommodation (other than the Residential Towers and the House Accommodation) specified in Schedule 1 to the Building Management Ordinance excluding those areas and facilities within the Residential Accommodation (other than the Residential Towers and the House Accommodation) which exclusively serve a single Unit and have been specified or designated in the DMC as being for the exclusive use, occupation and enjoyment of the Owner of that Unit;
- (d) such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner; and
- (e) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with Clause 5(b) of the Third Schedule to the DMC

which for the purposes of identification only are shown coloured Green and Green Stippled Black on the DMC Plans, but shall exclude the Development Common Areas and Facilities, the Tower Common Areas and Facilities, the House Common Areas and Facilities and the Carpark Common Areas and Facilities.

(5) “**Tower Common Areas and Facilities**” means and includes:-

- (a) external walls and the architectural features and fins of the Residential Towers, roofs, flat roofs, wider common corridors, lift lobbies, corridors, electric meter rooms, water meter cabinets, flushing and potable water pump rooms, lift machine rooms, switch rooms, emergency generator rooms, platform, architectural roof features, reception, mail boxes, entrance lobbies, lift pits and lift shafts of the Residential Towers, staircases, planters, planting area, potable pump room, irrigation and cleansing water pump and tank room, drainage provisions, rooms for mail box, ventilation pipe for pipe wells, fire control centres, fire service pump rooms and water tanks, sprinkler pump rooms and water tanks and refuse storage and material recovery room;
- (b) those parts of the Residential Towers specified in Schedule 1 to the Building Management Ordinance excluding those areas and facilities within the Residential Towers which exclusively serve a single Unit and have been specified or designated in the DMC as being for the exclusive use, occupation and enjoyment of the Owner of that Unit;
- (c) such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Towers as a whole or otherwise not of any individual Owner; and
- (d) such other areas and facilities of and in the Land and the Development designated as Tower Common Areas and Facilities in accordance with Clause 5(b) of the Third Schedule to the DMC

which for the purposes of identification only are shown coloured Red and Red Triangled Black on the DMC Plans, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the House Common Areas and Facilities and the Carpark Common Areas and Facilities.

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### B. Number of Undivided Shares assigned to each residential property in the Development

#### Residential Houses

Unit	Undivided Shares per Unit
House 1 with balcony, flat roof, garden, stairhood, yard & 2 Residential House Parking Spaces H1 and H2	446
House 2 with balcony, flat roof, garden, stairhood, yard & 2 Residential House Parking Spaces H3 and H4	444
House 3 with balcony, flat roof, garden, stairhood, terrace, yard & 2 Residential House Parking Spaces H5 and H6	438
House 5 with balcony, flat roof, garden, stairhood, yard & 2 Residential House Parking Spaces H7 and H8	438
House 6 with balcony, flat roof, garden, stairhood, terrace, yard & 2 Residential House Parking Spaces H9 and H10	437
House 7 with balcony, flat roof, garden, stairhood, yard & 2 Residential House Parking Spaces H11 and H12	438
House 8 with balcony, flat roof, garden, stairhood, terrace, yard & 2 Residential House Parking Spaces H13 and H14	422
House 9 with balcony, flat roof, garden, stairhood, terrace, yard & 2 Residential House Parking Spaces H15 and H16	478

#### Court A, Tower 1

Block Name	Tower	Unit	Undivided Shares per Unit
Court A	1	Flat A, G/F, with garden & terrace	170
		Flat B, G/F, with garden & terrace	150
		Flat C, G/F, with terrace	87
		Flat D, G/F, with terrace	147
		Flat A, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	148
		Flat B, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	131
		Flat C, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	123
		Flat D, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	146
		Flat A, 17/F & R/F, with flat roof	257
		Flat B, 17/F & R/F, with flat roof	247

#### Court A, Tower 2

Block Name	Tower	Unit	Undivided Shares per Unit
Court A	2	Flat A, G/F, with garden & terrace	145
		Flat B, G/F, with garden & terrace	151
		Flat C, G/F, with terrace	92
		Flat A, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	123
		Flat B, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	131
		Flat C, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	121
		Flat D, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	125
		Flat A, 17/F & R/F, with flat roof	247
		Flat B, 17/F & R/F, with flat roof	231

Remark: There is no designation of House 4, 4/F, 13/F and 14/F.

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

Court B, Tower 1

Block Name	Tower	Unit	Undivided Shares per Unit
Court B	1	Flat A, G/F, with terrace	85
		Flat B, G/F, with terrace	44
		Flat C, G/F, with terrace	44
		Flat D, G/F, with terrace	82
		Flat E, G/F, with terrace	55
		Flat A, 1/F, with balcony	82
		Flat B, 1/F, with balcony	47
		Flat C, 1/F, with flat roof	112
		Flat D, 1/F, with flat roof	101
		Flat E, 1/F, with balcony	48
		Flat F, 1/F, with balcony	73
		Flat G, 1/F, with balcony	44
		Flat H, 1/F, with balcony	43
		Flat A, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	82
		Flat B, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	47
		Flat C, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	110
		Flat D, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F, with balcony	99
		Flat E, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	48
		Flat F, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	73
		Flat G, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	44
Flat H, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	43		

Block Name	Tower	Unit	Undivided Shares per Unit
Court B	1	Flat A, 17/F & R/F, with flat roof & balcony	110
		Flat B, 17/F, with balcony	47
		Flat C, 17/F & R/F, with flat roof & balcony	132
		Flat D, 17/F & R/F, with flat roof & balcony	124
		Flat E, 17/F, with balcony	48
		Flat F, 17/F & R/F, with flat roof & balcony	96
		Flat G, 17/F, with balcony	44
		Flat H, 17/F, with balcony	43

Court B, Tower 2

Block Name	Tower	Unit	Undivided Shares per Unit
Court B	2	Flat A, G/F, with terrace	87
		Flat B, G/F, with terrace	45
		Flat C, G/F, with terrace	44
		Flat D, G/F, with terrace	82
		Flat E, G/F, with terrace	55
		Flat A, 1/F, with balcony	82
		Flat B, 1/F, with balcony	47
		Flat C, 1/F with flat roof	112
		Flat D, 1/F, with flat roof	103
		Flat E, 1/F, with balcony	48
		Flat F, 1/F, with balcony	73
		Flat G, 1/F, with balcony	44
		Flat H, 1/F, with balcony	43
		Flat A, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	82

Remark: There is no designation of House 4, 4/F, 13/F and 14/F.

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

Block Name	Tower	Unit	Undivided Shares per Unit
Court B	2	Flat B, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	47
		Flat C, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	110
		Flat D, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	99
		Flat E, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	48
		Flat F, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	73
		Flat G, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	44
		Flat H, 2/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	43
		Flat A, 17/F & R/F, with flat roof & balcony	108
	Flat B, 17/F, with balcony	47	
	Flat C, 17/F & R/F, with flat roof & balcony	132	
	Flat D, 17/F & R/F, with flat roof & balcony	124	
	Flat E, 17/F, with balcony	48	
	Flat F, 17/F & R/F, with flat roof & balcony	94	
	Flat G, 17/F, with balcony	44	
	Flat H, 17/F, with balcony	43	

Court C, Tower 1

Block Name	Tower	Unit	Undivided Shares per Unit
Court C	1	Flat A, G/F, with terrace	84
		Flat B, G/F, with terrace	102
		Flat C, G/F, with terrace	111
		Flat D, G/F, with terrace	53
		Flat E, G/F, with terrace	78
		Flat F, G/F, with terrace	49
		Flat A, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	74
		Flat B, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	47
		Flat C, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	99
		Flat D, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	97
		Flat E, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	48
		Flat F, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	73
		Flat G, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	47
		Flat A, 17/F & R/F, with flat roof & balcony	93
		Flat B, 17/F, with balcony	47
		Flat C, 17/F & R/F, with flat roof & balcony	119
		Flat D, 17/F & R/F, with flat roof & balcony	120
		Flat E, 17/F, with balcony	48
		Flat F, 17/F & R/F, with flat roof & balcony	94
		Flat G, 17/F, with Balcony	47

Remark: There is no designation of House 4, 4/F, 13/F and 14/F.

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

Court C, Tower 2

Block Name	Tower	Unit	Undivided Shares per Unit
Court C	2	Flat A, G/F, with terrace	60
		Flat B, G/F, with terrace	102
		Flat C, G/F, with terrace	111
		Flat D, G/F, with terrace	62
		Flat E, G/F, with terrace	52
		Flat A, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	51
		Flat B, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	47
		Flat C, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	99
		Flat D, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	97
		Flat E, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	56
		Flat F, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	47
		Flat A, 17/F & R/F, with flat roof & balcony	66
		Flat B, 17/F, with balcony	47
		Flat C, 17/F & R/F, with flat roof & balcony	119
		Flat D, 17/F & R/F, with flat roof & balcony	120
		Flat E, 17/F & R/F, with flat roof & balcony	68
Flat F, 17/F, with balcony	47		

Court D, Tower 1

Block Name	Tower	Unit	Undivided Shares per Unit
Court D	1	Flat A, G/F, with terrace	105
		Flat B, G/F, with terrace	150
		Flat C, G/F, with terrace	121
		Flat A, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F, with balcony	142
		Flat B, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	127
		Flat C, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	114
		Flat D, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	140
		Flat A, 17/F & R/F, with flat roof	242
		Flat B, 17/F & R/F, with flat roof & balcony	165
		Flat C, 17/F & R/F, with flat roof & balcony	134

Court D, Tower 2

Block Name	Tower	Unit	Undivided Shares per Unit
Court D	2	Flat A, G/F, with terrace	107
		Flat B, G/F, with terrace	148
		Flat C, G/F, with terrace	121
		Flat D, G/F, with terrace	186
		Flat A, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	142
		Flat B, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	127
		Flat C, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	114
		Flat D, 1/F to 3/F & 5/F to 12/F & 15/F to 16/F with balcony	140
		Flat A, 17/F & R/F, with flat roof	238
		Flat B, 17/F & R/F, with flat roof & balcony	165
		Flat C, 17/F & R/F, with flat roof & balcony	134

Remark: There is no designation of House 4, 4/F, 13/F and 14/F.

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### **C. The term of years for which the Manager of the Development is appointed**

The manager for the Development (“**Manager**”) was appointed for an initial term of two (2) years after the date of the DMC and such appointment shall continue until terminated as provided in Clause 4.1 of the DMC.

### **D. Basis on which the Management Expenses are shared among the owners of the residential properties in the Development**

1. Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses (as defined in the DMC) under the first part of the annual budget which proportion shall be equal to the Management Shares (as defined in the DMC) of his Unit (as defined in the DMC) divided by the total Management Shares of the Development.
2. Each Owner of a Residential Unit (as defined in the DMC) shall contribute his due proportion of the budgeted Management Expenses under the second part of the annual budget which proportion shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units.
3. Each Owner of a Residential Unit in Residential Towers (as defined in the DMC) shall contribute his due proportion of the budgeted Management Expenses under the third part of the annual budget which proportion should be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units in all Residential Towers.
4. Each Owner of a Residential House (as defined in the DMC) shall contribute his due proportion of the budgeted Management Expenses under the fourth part of the annual budget which proportion should be equal to the Management Shares of his Residential House divided by the total Management Shares of all Residential Houses.
5. The Owners of the Residential Units shall contribute 8% of the budgeted Management Expenses under the fifth part of the annual budget (the sharing of which is attributable to the use of the Carpark Common Areas and Facilities (as defined in the DMC) by the Visitor Parking Spaces (as defined in the DMC), the Accessible Parking Spaces (as defined in the DMC) and the Residential Bicycle Parking Spaces (as defined in the DMC)), to the intent that the due proportion of contribution thereto paid by each Owner of the Residential Units shall be equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units.

### **E. Basis on which the Management Fee Deposit is fixed**

Each Owner being the first assignee of his Unit shall upon the assignment of his Unit from the First Owner (as defined in the DMC) deposit with the Manager as security for the due payment of all amounts which may be or become payable by him under the DMC a sum equal to 3/12th of the first year’s budgeted Management Expenses payable in respect of his Unit which deposit or balance thereof (as the case may be) shall be non-interest bearing and non-refundable but transferable and shall not be set off against any contribution payable by him under the DMC.

### **F. The area in the Development retained by the Vendor for the Vendor’s own use**

Not applicable.

#### Note:

For full details, please refer to the DMC which is free for inspection during open hours at the sales office. Full script of the DMC is available for inspection upon request and copies of the DMC can be obtained upon paying the necessary photocopying charges.

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

### A. 發展項目之公用部分

#### (1) 「**停車場公用地方與設施**」指及包括：

- (a) 停車場整體範圍(停車位及訪客停車位除外)；
- (b) 行車道、斜道、風機房、排煙口、排氣管道、電動車充電系統電錶房、進氣槽、通風管道、排煙管道、每座住宅樓宇地下通往地庫的入口、每座住宅樓宇的停車場通風管道房，以及該土地及發展項目內供停車場整體公用與共享的地方及設施；
- (c) 《建築物管理條例》附表 1 指定的停車場部分，但不包括停車場內僅供單一單位專用而現已於公契及管理協議(「公契」)指定或劃為供該單位擁有人以專有權使用、佔用與享用的地方及設施；
- (d) 該土地及發展項目內擬供停車場整體共享而非供任何個別擁有人專享的地方及設施；及
- (e) 該土地及發展項目內依照公契第三附錄第 5(b) 條劃為停車場公用地方與設施的其他地方及設施。

停車場公用地方與設施於公契圖則以靛藍色顯示並僅供識別之用。然而停車場公用地方與設施並不包括發展項目公用地方與設施、住宅公用地方與設施、樓宇公用地方與設施及獨立屋公用地方與設施。

#### (2) 「**發展項目公用地方與設施**」指及包括：

- (a) 保安辦事處、保安室、業主立案法團辦公室、上貨及落貨停車位、園景區部分範圍、清潔用水泵房、消防花灑水箱、街道消防栓水箱、街道消防栓花灑及消防泵房、消防泵房、變壓器房、變壓器房大堂、電掣房、風機房、消防控制室、出入通道、於地下的緊急救援車輛通道、緊急發電機房、地庫 2 樓至地下之升降機、地庫 2 樓至地下之升降機槽、樓梯、地庫 1 樓至地庫 2 樓之升降機大堂、垃圾及物料回收房和垃圾收集車停車位、電纜裝置及所有相關設施；
- (b) 《建築物管理條例》附表 1 指定的發展項目部分(停車場及住宅區除外)，但不包括發展項目(停車場及住宅區除外)內僅供單一單位專用而現已於公契指定或劃為供該單位擁有人以專有權使用、佔用與享用的地方及設施；
- (c) 該土地及發展項目內擬供發展項目整體公用與共享的地方及設施；及

- (d) 該土地及發展項目內依照公契第三附錄第 5(b) 條劃為發展項目公用地方與設施的其他地方及設施。

發展項目公用地方與設施於公契圖則以黃色及黃色加黑點顯示並僅供識別之用。然而，發展項目公用地方與設施並不包括住宅公用地方與設施、樓宇公用地方與設施、獨立屋公用地方與設施及停車場公用地方與設施。

#### (3) 「**獨立屋公用地方與設施**」指及包括：

- (a) 擬供住宅獨立屋擁有人、佔用人及獲許可人及其真正賓客、訪客或獲邀人士公用與共享的發展項目內住宅區部分，包括但不限於食水及沖廁水箱、沖廁上水泵房、露天走廊、行車道、斜道、垃圾及物料回收房、水錶櫃，以及位於發展項目或於該處提供或安裝擬供住宅獨立屋擁有人及住戶或租客及其真正賓客、訪客或獲邀人士公用與共享的其他地方及任何其他系統、裝置或設施；
- (b) 《建築物管理條例》附表 1 指定的獨立屋區部分，但不包括獨立屋區內僅供單一單位專用而現已於公契指定或劃為供該單位擁有人以專有權使用、佔用與享用的地方及設施；
- (c) 該土地及發展項目內擬供住宅獨立屋整體共享而非供任何個別擁有人專享的地方及設施；及
- (d) 該土地及發展項目內依照公契第三附錄第 5(b) 條劃為獨立屋公用地方與設施的其他地方及設施。

獨立屋公用地方與設施於公契圖則以紫色顯示並僅供識別之用。然而獨立屋公用地方與設施並不包括發展項目公用地方與設施、住宅公用地方與設施、樓宇公用地方與設施及停車場公用地方與設施。

#### (4) 「**住宅公用地方與設施**」指及包括：

- (a) 康樂地方與設施、暢通易達停車位、會所、訪客停車位、住客單車停車位及部分園景區；
- (b) 大堂、通道、露天走廊、公用走廊、升降機大堂、入口、樓梯平台、大堂、入口大堂、結構牆、梯間、儲物室、電錶房及電錶位和住宅樓宇天台、濾水裝置、電訊及廣播室和升降機、升降機槽、水箱、天線、電錶、照明裝置、排水渠、水渠、污水管、鹹水及食水進水管和總喉、電線、電纜、冷氣及通風系統、其他供應食水或鹹水的鋪管或非鋪管設施、集水坑及其他地方，以及位於發展項目或在該處提供或安裝的其他系統、裝置或設施；

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

- (c) 《建築物管理條例》附表 1 指定的住宅區部分 (住宅樓宇及獨立屋區除外)，但不包括住宅區 (住宅樓宇及獨立屋區除外) 內僅供單一單位專用而現已於公契指定或劃為供該單位擁有人以專有權使用、佔用與享用的地方及設施；
- (d) 該土地及發展項目內擬供住宅區整體共享而非供任何個別擁有人專享的地方及設施；及
- (e) 該土地及發展項目內依照公契第三附錄第 5(b) 條劃為住宅公用地方與設施的其他地方及設施，

住宅公用地方與設施於公契圖則以綠色及綠色加黑點顯示並僅供識別之用。然而住宅公用地方與設施並不包括發展項目公用地方與設施、樓宇公用地方與設施、獨立屋公用地方與設施及停車場公用地方與設施。

(5) 「樓宇公用地方與設施」指及包括：

- (a) 住宅樓宇的外牆和建築裝飾及鱗片、天台、平台、加闊的公用走廊、升降機大堂、走廊、電錶房、水錶櫃、沖廁水及食水泵房、升降機機房、電掣房、緊急發電機房、平台、天台特色外牆裝飾、接待處、信箱、入口大堂、住宅樓宇的升降機井及升降機槽、樓梯、花槽、花木種植區、食水泵房、灌溉及清潔用水泵和水箱房、排水設施、信箱房、喉管井通風管、消防控制中心、消防泵房及水箱、消防花灑泵房及水箱和垃圾及物料回收房；
- (b) 《建築物管理條例》附表 1 指定的住宅樓宇部分，但不包括住宅樓宇內僅供單一單位專用而現已於公契指定或劃為供該單位擁有人以專有權使用、佔用與享用的地方及設施；
- (c) 該土地及發展項目內擬供住宅樓宇整體共享而非供任何個別擁有人專享的地方及設施；及
- (d) 該土地及發展項目內依照公契第三附錄第 5(b) 條劃為樓宇公用地方與設施的其他地方及設施。

樓宇公用地方與設施於公契圖則以紅色及紅色加黑色三角線顯示，僅供識別之用。然而樓宇公用地方與設施並不包括發展項目公用地方與設施、住宅公用地方與設施、獨立屋公用地方與設施及停車場公用地方與設施。

### B. 分配予發展項目內每個住宅物業的不分割份數的數目

#### 住宅獨立屋

單位	每個單位獲分配的不分割份數數目
獨立屋 1 號連露台、平台、花園、梯屋、庭院及 2 個住宅獨立屋停車位 H1 及 H2 號	446
獨立屋 2 號連露台、平台、花園、梯屋、庭院及 2 個住宅獨立屋停車位 H3 及 H4 號	444
獨立屋 3 號連露台、平台、花園、梯屋、前庭、庭院及 2 個住宅獨立屋停車位 H5 及 H6 號	438
獨立屋 5 號連露台、平台、花園、梯屋、庭院及 2 個住宅獨立屋停車位 H7 及 H8 號	438
獨立屋 6 號連露台、平台、花園、梯屋、前庭、庭院及 2 個住宅獨立屋停車位 H9 及 H10 號	437
獨立屋 7 號連露台、平台、花園、梯屋、庭院及 2 個住宅獨立屋停車位 H11 及 H12 號	438
獨立屋 8 號連露台、平台、花園、梯屋、前庭、庭院及 2 個住宅獨立屋停車位 H13 及 H14 號	422
獨立屋 9 號連露台、平台、花園、梯屋、前庭、庭院及 2 個住宅獨立屋停車位 H15 及 H16 號	478

#### Court A 第 1 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court A	1	地下 A 室連花園及前庭	170
		地下 B 室連花園及前庭	150
		地下 C 室連前庭	87
		地下 D 室連前庭	147
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	148
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	131
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	123
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	146
		17 樓及天台 A 室連平台	257
17 樓及天台 B 室連平台	247		

備註：獨立屋不設獨立屋 4 號；住宅樓宇樓層編號不設 4 樓、13 樓及 14 樓。

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

Court A 第 2 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court A	2	地下 A 室連花園及前庭	145
		地下 B 室連花園及前庭	151
		地下 C 室連前庭	92
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	123
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	131
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	121
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	125
		17 樓及天台 A 室連平台	247
		17 樓及天台 B 室連平台	231

Court B 第 1 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court B	1	地下 A 室連前庭	85
		地下 B 室連前庭	44
		地下 C 室連前庭	44
		地下 D 室連前庭	82
		地下 E 室連前庭	55
		1 樓 A 室連露台	82
		1 樓 B 室連露台	47
		1 樓 C 室連平台	112
		1 樓 D 室連平台	101
		1 樓 E 室連露台	48
		1 樓 F 室連露台	73
		1 樓 G 室連露台	44
		1 樓 H 室連露台	43
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	82
2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	47		

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court B	1	2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	110
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	99
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 E 室連露台	48
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 F 室連露台	73
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 G 室連露台	44
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 H 室連露台	43
		17 樓及天台 A 室連平台及露台	110
		17 樓 B 室連露台	47
		17 樓及天台 C 室連平台及露台	132
		17 樓及天台 D 室連平台及露台	124
		17 樓 E 室連露台	48
		17 樓及天台 F 室連平台及露台	96
		17 樓 G 室連露台	44
		17 樓 H 室連露台	43

Court B 第 2 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court B	2	地下 A 室連前庭	87
		地下 B 室連前庭	45
		地下 C 室連前庭	44
		地下 D 室連前庭	82
		地下 E 室連前庭	55
		1 樓 A 室連露台	82
		1 樓 B 室連露台	47
		1 樓 C 室連平台	112
		1 樓 D 室連平台	103
		1 樓 E 室連露台	48
		1 樓 F 室連露台	73

註：獨立屋不設獨立屋 4 號；住宅樓宇樓層編號不設 4 樓、13 樓及 14 樓。

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court B	2	1 樓 G 室連露台	44
		1 樓 H 室連露台	43
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	82
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	47
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	110
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	99
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 E 室連露台	48
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 F 室連露台	73
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 G 室連露台	44
		2 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 H 室連露台	43
		17 樓及天台 A 室連平台及露台	108
		17 樓 B 室連露台	47
		17 樓及天台 C 室連平台及露台	132
		17 樓及天台 D 室連平台及露台	124
		17 樓 E 室連露台	48
		17 樓及天台 F 室連平台及露台	94
		17 樓 G 室連露台	44
		17 樓 H 室連露台	43

Court C 第 1 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court C	1	地下 A 室連前庭	84
		地下 B 室連前庭	102
		地下 C 室連前庭	111
		地下 D 室連前庭	53
		地下 E 室連前庭	78
		地下 F 室連前庭	49
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	74
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	47
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	99
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	97
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 E 室連露台	48
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 F 室連露台	73
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 G 室連露台	47
		17 樓及天台 A 室連平台及露台	93
		17 樓 B 室連露台	47
		17 樓及天台 C 室連平台及露台	119
		17 樓及天台 D 室連平台及露台	120
		17 樓 E 室連露台	48
		17 樓及天台 F 室連平台及露台	94
		17 樓 G 室連露台	47

註：獨立屋不設獨立屋 4 號；住宅樓宇樓層編號不設 4 樓、13 樓及 14 樓。

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

Court C 第 2 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court C	2	地下 A 室連前庭	60
		地下 B 室連前庭	102
		地下 C 室連前庭	111
		地下 D 室連前庭	62
		地下 E 室連前庭	52
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	51
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	47
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	99
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	97
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 E 室連露台	56
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 F 室連露台	47
		17 樓及天台 A 室連平台及露台	66
		17 樓 B 室連露台	47
		17 樓及天台 C 室連平台及露台	119
		17 樓及天台 D 室連平台及露台	120
17 樓及天台 E 室連平台及露台	68		
17 樓 F 室連露台	47		

Court D 第 1 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court D	1	地下 A 室連前庭	105
		地下 B 室連前庭	150
		地下 C 室連前庭	121
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	142
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	127
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	114

註：獨立屋不設獨立屋 4 號；住宅樓宇樓層編號不設 4 樓、13 樓及 14 樓。

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court D	1	1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	140
		17 樓及天台 A 室連平台	242
		17 樓及天台 B 室連平台及露台	165
		17 樓及天台 C 室連平台及露台	134

Court D 第 2 座

大廈名稱	座數	單位	每個單位獲分配的不分割份數數目
Court D	2	地下 A 室連前庭	107
		地下 B 室連前庭	148
		地下 C 室連前庭	121
		地下 D 室連前庭	186
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 A 室連露台	142
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 B 室連露台	127
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 C 室連露台	114
		1 樓至 3 樓、5 樓至 12 樓、15 樓至 16 樓 D 室連露台	140
		17 樓及天台 A 室連平台	238
		17 樓及天台 B 室連平台及露台	165
		17 樓及天台 C 室連平台及露台	134

### C. 發展項目的管理人的委任年期

發展項目的管理人（「管理人」）將獲委任，任期為公契之日起計最初兩 (2) 年，並於期滿後繼續委任，直至按公契第 4.1 條規定終止其委任。

### D. 發展項目各住宅物業擁有人分擔管理開支的基準

1. 每名單位擁有人須按應佔比例分擔年度預算案第一部分所列的預算管理開支（釋義以公契所訂為準），有關比例應相等於其單位之管理份數（釋義以公契所訂為準）除以發展項目中所有管理份數（釋義以公契所訂為準）之總數。

# 15 SUMMARY OF DEED OF MUTUAL COVENANT

## 公契的摘要

2. 每名住宅單位(釋義以公契所訂為準)擁有人須按應佔比例分擔年度預算案第二部分所列的預算管理開支,有關比例應相等於其住宅單位之管理份數除以所有住宅單位之管理份數總數。
3. 每名住宅樓宇(釋義以公契所訂為準)住宅單位擁有人須按應佔比例分擔年度預算案第三部分所列的預算管理開支,有關比例應相等於其住宅單位之管理份數除以所有住宅樓宇住宅單位之管理份數總數。
4. 每名住宅獨立屋(釋義以公契所訂為準)擁有人須按應佔比例分擔年度預算案第四部分所列的預算管理開支,有關比例應相等於其住宅獨立屋之管理份數除以所有住宅獨立屋之管理份數總數。
5. 所有住宅單位的擁有人均須分擔年度預算案第五部分所列的預算管理開支百分之八(8%)(即訪客停車位(釋義以公契所訂為準)、暢通易達停車位(釋義以公契所訂為準)及住宅單車停車位(釋義以公契所訂為準)使用停車場公用地方及設施應佔的開支),有關比例應相等於其住宅單位之管理份數除以所有住宅單位之管理份數總數。

### E. 釐定管理費按金的基準

每名乃其單位首任承讓人的擁有人,應在向第一擁有人(釋義以公契所訂為準)承讓其單位時向管理人繳付按金,作為其悉數支付公契指定應繳的所有款項之保證金。管理費按金的金額相等於擁有人之單位應分擔的首年預算管理開支十二分之三。管理費按金或其結餘(視乎情況而定)不帶任何利息,亦不予退還但可以轉戶,擁有人不可以管理費按金抵銷公契指定其分擔的任何款項。

### F. 賣方在發展項目中保留作自用的地方

不適用。

備註：  
請查閱公契以了解全部詳情。完整公契文本現存於售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得公契之複印本。

# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

### A. Lot Number of the land on which Development is situated

1. The Development is to be constructed on Tai Po Town Lot No.213 (the “Land”).

### B. Term of years

2. The Land is granted under New Grant No.21940 (the “Land Grant”) for a term of 50 years commencing from 3rd December 2014.

### C. User restrictions applicable to the Land

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

“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 private residential purposes.”

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

“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;”

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

“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;”

6. Special Condition No.(41) of the Land Grant stipulates that:-

“The spaces provided within the lot in accordance with Special Condition No.(35)(a)(iii) hereof (as may be varied under Special Condition No.(38) hereof), the Parking Spaces for the Disabled Persons and the spaces provided within the lot in accordance with Special Conditions Nos.(36) and (37) hereof shall be designated as and form part of the Common Areas.”

### D. Facilities that are required to be constructed and provided for the Government, or for public use

7. Formation of Green Area

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

“(a) The Purchaser shall:

- (i) within 18 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as “the Green Area”); and

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

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

- (ii) within 18 calendar months from the date of this Agreement or such other extended period or periods as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No.(15) hereof.

- (b) In the event of the non-fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.

- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.”

# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

### 8. Possession of the Green Area

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

“For the purpose only of carrying out the necessary works specified in Special Condition No.(14) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(14) hereof or otherwise.”

### 9. Restriction on use of the Green Area

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

“The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No.(14) hereof.”

### 10. Access to the Green Area for inspection

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

“(a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(14)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(14)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring

land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

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

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

### E. **Grantee’s obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside the Land**

### 11. Proposed Works, Southern Removal and Disposal Works or Southern Stabilization Works, Eastern Removal and Disposal Works or Eastern Stabilization Works

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

- “(a) For the purpose of Special Condition No.(4) hereof, the Purchaser shall at his own expense and in accordance with the approved Geotechnical Submission referred to in sub-clause (b) of this Special Condition either remove and dispose of all or any part of the fill materials stockpiled on the Stippled Black Area and the Rippled Black Area (hereinafter referred to as “**the Southern Removal and Disposal Works**”) or carry out stabilization works on the lot with or without the removal or disposal of the fill materials stockpiled on the Stippled Black Area and the Rippled Black Area (hereinafter referred to as “**the Southern Stabilization Works**”). The decision of the Director on what shall constitute the fill materials which the Purchaser shall remove and dispose of under this sub-clause (a) shall be final and binding on the Purchaser.
- (b) Prior to the carrying out of the removal and disposal of any fill materials stockpiled on the lot, the Stippled Black Area and the Rippled Black Area, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his written approval a geotechnical assessment in relation thereof including the proposed works to be carried out

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## 批地文件的摘要

for the removal and disposal of all or any part of the fill materials stockpiled on the lot (hereinafter referred to as “**the Proposed Works**”) and the Southern Removal and Disposal Works or the Southern Stabilization Works (the aforesaid geotechnical assessment is hereinafter referred to as “**Geotechnical Submission**”). The Geotechnical Submission shall be undertaken by a Registered Professional Engineer (Geotechnical) registered under the Engineers Registration Ordinance, any regulations made thereunder and any amending legislation.

- (c) Upon receipt of the written approval to the Geotechnical Submission from the Director, the Purchaser shall at his own expense complete the Proposed Works, the Southern Removal and Disposal Works or the Southern Stabilization Works in the Geotechnical Submission as approved by the Director in all respects to the satisfaction of the Director. The Southern Removal and Disposal Works or the Southern Stabilization Works approved by the Director shall be completed on or before the 24th day of June 2016.
- (d) In the event the Purchaser fails to complete the Southern Removal and Disposal Works or the Southern Stabilization Works in the approved Geotechnical Submission on or before the 24th day of June 2016, the Government may carry out the Southern Removal and Disposal Works or any works which the Government considers necessary at its sole discretion within the Stippled Black Area, the Rippled Black Area and those portions of the lot shown coloured pink circled black, pink hatched black circled black (hereinafter referred to as “**the Pink Circled Black Area**” and “**the Pink Hatched Black Circled Black Area**” respectively), the Pink Stippled Red Circled Black Area and the Pink Stippled Red Hatched Black Circled Black Area (hereinafter collectively referred to as “**the Necessary Works**”) at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding on the Purchaser.
- (e) For the purpose of carrying out the Necessary Works, the Purchaser shall permit the Government, the Director, their officers, agents, contractors, workmen or other duly authorized personnel including the lessee of the adjacent land which for identification purposes only is marked as “PROPOSED TPTL 227” on the plan annexed hereto (hereinafter referred to as “**the Proposed TPTL 227**”) and their agents, contractors and other duly authorized personnel to enter into the Pink Circled Black Area, the Pink Hatched Black Circled Black Area, the Pink Stippled Red Circled Black Area and the Pink Stippled Red Hatched Black Circled Black Area or any part thereof free of cost and without any interruption for a period of 12 calendar months from the 25th day of June 2016 to the 24th day of June 2017 or such shorter period as shall be determined by the Director at his sole discretion upon the completion of the Necessary Works. The decision of the Director on the date of completion of the Necessary Works shall be final and binding on the Purchaser.
- (f) The Government, the Director, their officers, agents, contractors, workmen or other duly authorized personnel including the lessee of the Proposed TPTL 227 and their agents, contractors and other duly authorized personnel shall have no liability

in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise by it or them of the right of entry conferred under sub-clause (e) of this Special Condition, and no claim whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.”

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

“No building works (other than the Proposed Works and the Southern Stabilization Works contained in the approved Geotechnical Submission) shall be commenced on the Pink Circled Black Area, the Pink Hatched Black Circled Black Area, the Pink Stippled Red Circled Black Area and the Pink Stippled Red Hatched Black Circled Black Area before:

- (a) the completion of the Southern Removal and Disposal Works or the Southern Stabilization Works in the approved Geotechnical Submission by the Purchaser in all respects to the satisfaction of the Director as provided in Special Condition No.(5)(c) hereof; or
- (b) in the event the Purchaser fails to complete the Southern Removal and Disposal Works or the Southern Stabilization Works as provided in Special Condition No.(5)(c) hereof, the 25th day of June 2017 or such earlier date as shall be determined by the Director upon the completion of the Necessary Works as provided in Special Condition No.(5)(e) hereof.

For the purpose of these Conditions, “building works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.”

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

- “(a) For the purpose only of carrying out the Southern Removal and Disposal Works or the Southern Stabilization Works as provided in Special Condition No.(5)(a) hereof, possession of the Stippled Black Area shall be given to the Purchaser on the date of this Agreement and possession of the Rippled Black Area shall be given to the Purchaser on the 25th day of June 2015.
- (b) After possession of the Stippled Black Area and the Rippled Black Area is respectively given to the Purchaser as provided in sub-clause (a) of this Special Condition, the Purchaser shall at his own expense maintain the Stippled Black Area and the Rippled Black Area (hereinafter collectively referred to as “**the Southern Works Areas**”) in all respects to the satisfaction of the Director until such time as possession of the Southern Works Areas has been re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.
- (c) The Southern Works Areas shall be re-delivered to the Government on the 25th day of June 2016 or on an earlier date to be determined by the Director in his sole discretion to be specified in a letter to the Purchaser by the Director indicating that

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## 批地文件的摘要

the Southern Removal and Disposal Works or the Southern Stabilization Works in the approved Geotechnical Submission have been completed in all respects to the satisfaction of the Director. The decision of the Director on the date of completion of the Southern Removal and Disposal Works or the Southern Stabilization Works in the approved Geotechnical Submission shall be final and binding on the Purchaser.”

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

“(a) For the purpose of Special Condition No.(4) hereof, in the event that the lessee of TPTL 214 fails to complete the removal and disposal of all or part of the fill materials stockpiled on the Deferred Possession Areas and the Rippled Black Area or the stabilization works within TPTL 214 with or without the removal or disposal of the fill materials stockpiled on the Deferred Possession Areas and the Rippled Black Area within the time as referred to in Special Condition No.(3)(a)(iii) hereof, the Purchaser shall, when called upon by the Director, at his own expense and in accordance with the approved Further Geotechnical Submission referred to in sub-clause (b) of this Special Condition, either remove and dispose of all or any part of the fill materials stockpiled on the Triangulated Black Area and the Crossed Black Area (hereinafter referred to as “**the Eastern Removal and Disposal Works**”) or carry out stabilization works on the lot and the Crossed Black Area with or without the removal or disposal of the fill materials stockpiled on the Triangulated Black Area and the Crossed Black Area (hereinafter referred to as “**the Eastern Stabilization Works**”). The decision of the Director on what shall constitute the fill materials which the Purchaser may remove and dispose of under this sub-clause (a) shall be final and binding on the Purchaser.

(b) Prior to the carrying out of the Eastern Removal and Disposal Works or the Eastern Stabilization Works, the Purchaser shall at his own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his written approval a geotechnical assessment in relation thereof (the aforesaid geotechnical assessment is hereinafter referred to as “**Further Geotechnical Submission**”). The Further Geotechnical Submission shall be undertaken by a Registered Professional Engineer (Geotechnical) registered under the Engineers Registration Ordinance, any regulations made thereunder and any amending legislation.

(c) Upon receipt of the written approval to the Further Geotechnical Submission from the Director, the Purchaser shall at his own expense complete the Eastern Removal and Disposal Works or the Eastern Stabilization Works in the Further Geotechnical Submission as approved by the Director in all respects to the satisfaction of the Director on or before the 24<sup>th</sup> day of June 2016.”

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

“(a) For the purpose only of carrying out the Eastern Removal and Disposal Works or the Eastern Stabilization Works as provided in Special Conditions No.(8)(a) hereof,

with effect from the 25th day of June 2015, the Purchaser shall be authorized by the Government to enter the Triangulated Black Area, the Crossed Black Area and the Squared Black Area (the Triangulated Black Area, the Crossed Black Area and the Squared Black Area are hereinafter collectively referred to as “**the Eastern Works Areas**”).

(b) After the Purchaser is authorized to enter the Eastern Works Areas as provided in sub-clause (a) of this Special Condition, the Purchaser shall thereafter at his own expense maintain the Eastern Works Areas in all respects to the satisfaction of the Director until such time the Purchaser vacates from the Eastern Works Areas in accordance with sub-clause (c) of this Special Condition.

(c) The Purchaser shall vacate from the Eastern Works Areas on the 25th day of June 2016 or on an earlier date to be determined by the Director in his sole discretion to be specified in a letter to the Purchaser by the Director indicating that the Eastern Removal and Disposal Works or the Eastern Stabilization Works in the approved Further Geotechnical Submission have been completed in all respects to the satisfaction of the Director. The decision of the Director on the date of completion of the Eastern Removal and Disposal Works or the Eastern Stabilization Works in the approved Further Geotechnical Submission shall be final and binding on the Purchaser.”

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

“In the event that as a result of or arising out of the Proposed Works, the Southern Removal and Disposal Works or the Southern Stabilization Works, the Eastern Removal and Disposal Works or the Eastern Stabilization Works or any works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from TPTL 214 and any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.”

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

“(a) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the Proposed Works, the Southern Removal and Disposal Works or the Southern Stabilization Works undertaken by the Purchaser under Special Condition No.(5)(a) hereof or the fulfilment of the Purchaser’s obligations under Special Condition No.(7)(b) hereof or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance or non-fulfilment of the Purchaser’s obligations under Special Condition No.(18) hereof within the

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prescribed period stated therein as a result or in relation thereof. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising directly or indirectly out of or in connection with the Proposed Works, the Southern Removal and Disposal Works or the Southern Stabilization Works undertaken by the Purchaser under Special Condition No.(5)(a) hereof or the Necessary Works and the occupation, use and maintenance of the Southern Works Areas.

- (b) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the Eastern Removal and Disposal Works or the Eastern Stabilization Works undertaken by the Purchaser under Special Condition No.(8)(a) hereof or the fulfilment of the Purchaser's obligation under Special Condition No.(9)(b) hereof or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance or non-fulfilment of the Purchaser's obligations under Special Condition No.(18) hereof within the prescribed period stated therein as a result or in relation thereof. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising directly or indirectly out of or in connection with the Eastern Removal and Disposal Works or the Eastern Stabilization Works undertaken by the Purchaser under Special Condition No.(8)(a) hereof and the occupation, use and maintenance of the Eastern Works Areas."

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

"The Purchaser shall not without the prior written consent of the Director use the Southern Works Areas and the Eastern Works Areas for the purpose of storage or for any purposes other than the carrying out of the Southern Removal and Disposal Works or the Southern Stabilization Works and the Eastern Removal and Disposal Works or the Eastern Stabilization Works respectively."

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

"The Purchaser shall at all reasonable times while he is in possession of the Southern Works Areas and while he is authorized by the Government to enter the Eastern Works Areas permit the Director, his officers, contractors and any other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Southern Works Areas and the Eastern Works Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos.(5), (7), (8), (9) and (10) hereof and any other works which the Director may consider necessary in the Southern Works Areas and the Eastern Works Areas."

### 12. Building Covenant

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

"The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30<sup>th</sup> day of June 2021."

### 13. Noise Impact Assessment

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

- (a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director) at his expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "**the NIA**") on the development of the lot. The NIA shall identify all adverse noise impacts on the development of the lot and contain proposals for appropriate noise mitigation measures (hereinafter referred to as "**Noise Mitigation Measures**").
- (b) The Purchaser shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "**the Approved Noise Mitigation Measures**") in all respects to the satisfaction of the Director.
- (c) No building works (other than ground investigation, the demolition and removal works as referred to in Special Condition No.(2) hereof, the Southern Stabilization Works as referred to in Special Condition No.(5)(a) hereof, the Proposed Works as referred to in Special Condition No.(5)(b) hereof, the Eastern Stabilization Works as referred to in Special Condition No.(8)(a) hereof and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) For the purpose of these Conditions, "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation."

### 14. Development Conditions

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

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.7 hereof) of the lot or any part thereof:

- (a) 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;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or

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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;

- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 39,900 square metres and shall not exceed 66,500 square metres;
- (d) 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 52 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve, provided that:
  - (i) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director, and
  - (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No.(53)(b)(i)(II) hereof;
- (e) (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 facade length of 60 metres or more; and
  - (ii) for the purposes of sub-clause (e)(i) of this Special Condition:
    - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
    - (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 Purchaser; and
    - (IV) in calculating the projected facade length referred to in sub-clause (e)(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 Purchaser; and

- (f) 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 ground investigation, the demolition and removal works as referred to in Special Condition No.(2) hereof, the Southern Stabilization Works as referred to in Special Condition No.(5)(a) hereof, the Proposed Works as referred to in Special Condition No.(5)(b) hereof, the Eastern Stabilization Works as referred to in Special Condition No.(8)(a) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained.”

### 15. Landscaping

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

- “(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as “**the Greenery Area**”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
  - (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
  - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(32)(a)(v) hereof.”

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### 16. Parking requirements

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

“(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the 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 the following rates:

(I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8.6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 2.9 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.1 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.8 residential units or part thereof
Not less than 160 square metres	One space for every 0.8 residential unit or part thereof

(II) where detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences is or are provided within the lot, at the following rates:

(A) one space for each such house where its gross floor area is less than 160 square metres,

(B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and

(C) two spaces for each such house where its gross floor area is not less than 220 square metres.

For the purposes of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition 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)(I) of this Special Condition and for the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:

(I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(21)(c) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(21)(c) hereof (which residential common area is hereinafter referred to as “**the Residential Common Area**”) shall be apportioned to a residential unit by the following formula:

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

- (iii) Additional 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 bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot at a rate of 5 spaces for every block of residential units containing more than 75 residential units erected or to be erected on the lot or at such other rates as may be approved by the Director, provided that a minimum of two spaces for every block of residential units erected or to be erected on the lot shall be provided. For the purpose of this sub-clause (a)(iii), neither detached, semi-detached nor terraced house which is intended for use as a single family residence shall be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (iv) The spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No.(38) hereof), (a)(i)(II) and (a)(iii) (as may be varied under Special Condition No.(38) hereof) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No.(38) hereof), (a)(i)(II) and (a)(iii) (as may be varied under Special Condition No.(38) hereof) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “**the Parking Spaces for the Disabled Persons**”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No.(38) hereof) and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No.(38) hereof) to become the Parking Spaces for the Disabled Persons.
- (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents 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.
- (c) (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, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “**the Motor Cycle Parking Spaces**”) at a rate of 5 percent of the total number of spaces required to be provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (both as may be varied under Special Condition No.(38) hereof) unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause(c)(i) is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No.(38) hereof), (a)(i)(II) and (a)(iii) (as may be varied under Special Condition No.(38) hereof) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.”
- (b) Special Condition No.(37) of the Land Grant stipulates that:-
 

“Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 10 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres each or at such other rates as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.”

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### 17. Loading and Unloading requirements

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

- “(a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached and terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units or a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) Each of the spaces provided under sub-clause (a) 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 erected or to be erected on the lot.”

### 18. Construction of drains and channels

Special Condition No.(49) of the Land Grant stipulates that:-

- “(a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.”

### 19. Sewerage Impact Assessment

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

- “(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as “SIA”) containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (other than ground investigation, the demolition and removal works as referred to in Special Condition No.(2) hereof; the Southern Stabilization Works as referred to in Special Condition No.(5)(a) hereof, the Proposed Works as referred to in Special Condition No.(5)(b) hereof; the Eastern Stabilization Works as referred to in Special Condition No.(8)(a) hereof and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos.5(a) and 5(b) hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss.”

### **F. Lease conditions that are onerous to a purchaser**

#### 20. Indemnify Government against existing structures

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

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“The Purchaser hereby acknowledges that as at the date of this Agreement, there are some structures existing on the lot and the Green Area as referred to in Special Condition No.(14) hereof and the Purchaser undertakes to demolish and remove at his own expense the said structures. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser by reason of the presence of the said structures or the demolition and removal of the said structures. The Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the said structures and the subsequent demolition and removal of the said structures.”

### 21. Indemnify Government against fill materials

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

“The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser or any other person by reason of the presence of the fill materials stockpiled on the lot, TPTL 214 and the adjoining Government land including but not limited to the Stippled Black Area, the Rippled Black Area and the Crossed Black Area. The Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising directly or indirectly out of or in connection with the presence of the fill materials stockpiled on the lot, the Triangulated Black Area, the Stippled Black Area, the Rippled Black Area and the Crossed Black Area.”

### 22. Preventing falling away, landslip or subsidence

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

“The Purchaser must at all times prevent any falling away, landslip or subsidence occurring within the lot or on TPTL 214 or any adjacent or adjoining Government or leased land arising out of or in connection with the development of the lot, the removal and disposal of the fill materials stockpiled on the lot, the Stippled Black Area, the Rippled Black Area, the Triangulated Black Area and the Crossed Black Area or otherwise.”

### 23. Preservation of trees

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

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

### 24. Non-building area

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

“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 on, over or above the ground level of the Pink Hatched Black Circled Black Area and the Pink Stippled Red Hatched Black Circled Black Area (hereafter collectively referred to as “**the Non-building Area**”) except boundary walls or fences or both not exceeding 3 metres in height, and the decision of the Director as to what constitutes the ground level of the Non-Building Area shall be final and binding on the Purchaser.”

### 25. Restriction on alienation of the Residential Parking Spaces and the Motor Cycling Parking Spaces

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

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

(i) assigned except

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

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

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

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

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

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.

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

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### 26. Set back

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

“The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.”

### 27. Cutting away

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

“(a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government’s rights under these Conditions, in particular Special Condition No.(44) hereof.

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

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or

other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.”

### 28. No rock crushing

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

“No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.”

### 29. Spoil or debris

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

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

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

### 30. Damage to Services

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

“The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “**the Works**”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Area, the Stippled Black Area, the Rippled Black Area, the Triangulated Black Area, the Crossed Black Area, the Squared Black Area or any part of any of them (hereinafter collectively referred to as “**the Services**”). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper

# 16 SUMMARY OF LAND GRANT

## 批地文件的摘要

search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Area, the Stippled Black Area, the Rippled Black Area, the Triangulated Black Area, the Crossed Black Area, the Squared Black Area or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Stippled Black Area, the Rippled Black Area, the Triangulated Black Area, the Crossed Black Area, the Squared Black Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.”

### 31. Ground settlement

Special Condition No.(51) of the Land Grant stipulates that:-

- “(a) The Purchaser 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 Purchaser undertakes that prior to any development or redevelopment of the lot, he shall 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 Purchaser 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 Required Works**”) and shall carry out all his obligations under these Conditions in such a way as to ensure that the Required Works shall not adversely affect or be affected by any settlement or change in the levels of the lot which may occur in the future and which would have been reasonably foreseeable.
- (c) The Purchaser hereby acknowledges and accepts that all additional costs, charges, fees and expenses whatsoever, whether in respect of geotechnical studies or the Required Works to protect against or remedy future changes to the levels of the lot shall be his sole responsibility and that the Government shall be under no liability to the Purchaser, his successors or assigns in respect of such costs, charges, fees and expenses.

- (d) The Purchaser 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 the levels of the lot, and hereby on his behalf and on behalf of his successors and assigns, covenants that he or they 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 level was reasonable foreseeable. All assignments of the lot or any part thereof shall be subject to, inter alia, this sub-clause (d).”

### 32. No grave or columbarium permitted

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

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

Note:

For full details, please refer to the Land Grant which is free for inspection during open hours at the sales office. A copy of the Land Grant is available upon request and payment of the necessary photocopying charges.

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## 批地文件的摘要

### A. 發展項目所位於的土地的地段編號

1. 發展項目興建於大埔市地段第 213 號的地段上 (「該土地」)。

### B. 年期

2. 該土地根據第 21940 號新批地規約 (「批地文件」) 批出，租期由 2014 年 12 月 3 日起計 50 年。

### C. 適用於該土地的用途限制

3. 批地文件特別條款第 (19) 條規定：

『該地段或其任何部份或在該地段已建或擬建任何建築物或其任何建築物部份不可用作私人住宅用途以外的任何其他用途。』

4. 批地文件特別條款第 (21)(a) 條規定：

『在該地段已建或擬建的任何一座或多座建築物在各方面須符合《建築物條例》、根據該條例所訂任何規例及任何修訂法例的規定；』

5. 批地文件特別條款第 (21)(b) 條規定：

『不得在該地段或其任何部份或本規約指明該地段範圍以外的地方興建任何一座或多座在各方面不符合《城市規劃條例》、根據該條例所訂任何規例及任何修訂法例的建築物，或在該地段或其任何部份或本規約指明該地段範圍以外任何地方進行任何在各方面不符合該等條例或規例的發展或用途；』

6. 批地文件特別條款第 (41) 條規定：

『根據本批地文件特別條款第 (35)(a)(iii) 條 (可根據本批地文件特別條款第 (38) 條修改) 於該地段提供用作予傷殘人士停泊車輛之停車位及根據本批地文件特別條款第 (36) 及 (37) 條在該地段提供的傷殘人士車位和停車位，須指定為及構成公用地方之一部份。』

### D. 按規定須興建並提供予政府或供公眾使用的設施

#### 7. 構建綠色區域

批地文件特別條款第 (14) 條規定：

『(a) 買方須：

- (i) 在本協議的日期起計 18 個公曆月內 (或在署長可能批准的其他延長期限內)，自費按署長批准的方式、物料、標準、水平、定線和設計，並在各方面令署長滿意下：

- (I) 在附錄於本批地文件的圖則上以綠色顯示的部份 (以下簡稱「綠色區域」) 鋪設及興建部份未來公眾道路；及

- (II) 提供及建造橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或署長單獨酌情要求的其他構築物 (以下統稱「該等構築物」)

使建築物可座落於綠色區域及讓車輛和行人往來綠色區域；

- (ii) 在本協議的日期起計 18 個公曆月內或在署長可能批准的其他延長期限內，自費在綠色區域鋪路面、鋪路緣及開水道，並提供署長規定的溝渠、污水渠、排水渠、消防龍頭連同接駁至總水管的喉管、街燈、交通標誌、街道設施和路面標記，以達至署長滿意程度；及

- (iii) 自費保養綠色區域連同該等構築物及在該區域建造、安裝及提供的該等構築物、路面、溝渠、污水渠、排水渠、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記和植物，以達至署長滿意程度，直至綠色區域已根據本批地文件特別條款第 (15) 條交回政府管有為止。

- (b) 如果買方不在指定的期限內履行其在本特別條款 (a) 款的義務，政府可進行所需工程，費用一概由買方承擔。買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終及對買方具有約束力。

- (c) 政府毋須因買方履行本特別條款 (a) 款的義務或政府行使本特別條款 (b) 款的權利或其他原因而產生或附帶引起對買方或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且買方不能就任何該等損失、損害、滋擾或干擾向政府提出索償。』

#### 8. 管有綠色區域

批地文件特別條款第 (15) 條規定：

『僅旨在進行本批地文件特別條款第 (14) 條指明的必要工程，買方將於本協議的日期獲授予綠色區域的管有權。綠色區域須應要求交還政府，而在任何情況下，買方須於署長發信表示本規約已在其滿意下獲得遵守的日期當作已交還政府。買方須於其管有綠色區域的所有合理時候，准許所有政府及公共車輛及行人免費前往及經過綠色區域，並確保該通行權不受進行的工程干擾或妨礙，不論是按照本批地文件特別條款第 (14) 條或其他規定進行的工程。』

#### 9. 綠色區域的使用限制

批地文件特別條款第 (16) 條規定：

『未經獲署長事先書面同意，買方不可使用綠色區域用作儲物或在該處搭建任何臨時構築物，或用作進行本批地文件特別條款第 (14) 條指明的工程以外的其他用途。』

#### 10. 進入綠色區域進行檢查

批地文件特別條款第 (17) 條規定：

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## 批地文件的摘要

『(a) 買方須於其管有綠色區域的所有合理時間：

- (i) 准許政府、署長、其政府人員、其承判商及代理及其授權的任何其他人士有權出入、來回及通過該地段及綠色區域，以便在綠色區域檢查、檢驗及監督遵照本批地文件特別條款第(14)(a)條進行的任何工程及進行檢查、檢驗及監督本批地文件特別條款第(14)(b)條規定的工程及署長認為必要的任何其他工程；
- (ii) 在政府或其授權的相關公用事業公司要求時，准許其有權出入、來回及通過該地段及綠色區域，以便在綠色區域之中、之上或之下或任何毗連土地進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及為該地段或任何毗連或毗鄰土地或場所提供電話、電力、煤氣（如有）及其他設施所需的其他導電媒介及附帶設備。買方須就上述擬於綠色區域內進行的工程所有相關事宜與政府及其授權的相關公用事業公司充分合作；及
- (iii) 在水務監督的政府人員或獲其正式授權的任何其他人士要求時，准許其有權出入、來回及通過該地段及綠色區域，以便進行綠色區域內任何其他水務設施的運作、保養、維修、更換或改動。

(b) 政府、署長、其政府人員、承判商及代理及任何其他獲授權人士或公用事業公司，毋須因政府、署長及其政府人員、承判商及代理及任何其他獲授權人士或公用事業公司行使本特別條款(a)款賦予的權利而產生或附帶引起對買方或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任。』

### E. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任

11. 擬建工程、南部清理及處置工程或南部鞏固工程、東部清理及處置工程或東部鞏固工程

(a) 批地文件特別條款第(5)條規定：

『(a) 就本批地文件特別條款第(4)條而言，買方須自費按照本特別條款(b)款所載的經批核岩土評估呈報書清理和處置在黑點範圍及黑色波浪線範圍上堆放的所有或部份充填物料（以下簡稱「**南部清理及處置工程**」）或在該地段進行鞏固工程，不論是否清理或處置在黑點範圍及黑色波浪線範圍上堆放的充填物料（以下簡稱「**南部鞏固工程**」）。署長就何謂買方必須遵照本特別條款(a)款清理和處置的充填物料所作出的決定須為最終決定及對買方具有約束力。

(b) 在開始清理和處置任何堆放在該地段、黑點範圍及黑色波浪線範圍上的充填物料之前，買方須自費向署長提交或安排提交一份岩土評估書並包括擬為清理及處置在該地段上堆放的所有或部份充填物料工程（以下簡稱「**擬建工程**」）及南部清理及處置工程或南部鞏固工程（以上岩土評估書以下簡稱「**岩土評估呈報書**」）供其審批，並在各方面達至署長滿意程度。岩土評估呈報書須由根據《工程師註冊條例》，該條例所訂任何規例及任何相關修訂法例所註冊的註冊專業岩土工程師擬備。

(c) 買方在接獲署長對岩土評估呈報書的書面批核後，須自費完成經署長批核的岩土評估呈報書所載的擬建工程、南部清理及處置工程或南部鞏固工程，並在各方面達至署長滿意程度。經署長批核之南部清理及處置工程或南部鞏固工程須於2016年6月24日或之前完成。

(d) 如買方未能在2016年6月24日或之前完成經批核的岩土評估呈報書所載的南部清理及處置工程或南部鞏固工程，政府可按其獨自酌情權進行其認為必要進行之南部清理及處置工程或認為必要在黑點範圍、黑色波浪線範圍，該地段內以粉紅色加黑圈及粉紅色黑斜線加黑圈的範圍（以下分別簡稱「**粉紅色黑圈範圍**」及「**粉紅色黑斜線黑圈範圍**」）粉紅色紅點黑圈範圍及粉紅色紅點黑斜線黑圈範圍內的任何工程（以下統稱「**該必要工程**」），費用由買方承擔並須應政府要求下向其支付相等於該等費用金額，該金額由署長決定，其決定為最終局並對買方具有約束力。

(e) 僅旨在進行該必要工程，買方須准許政府、署長、其政府人員、代理、承辦商、工人或其他正式獲授權人士包括在本批地文件所夾附圖則上毗鄰土地註明為「**PROPOSED TPTL 227**」（以下簡稱「**擬建 TPTL 227**」）之承租人及其代理、承辦商和其他正式獲授權人，由2016年6月25日至2017年6月24日的十二(12)個公曆月內或署長可按其獨自酌情權指定的較短期限內，免費及暢通無阻地進入粉紅色黑圈範圍、粉紅色黑斜線黑圈範圍、粉紅色紅點黑圈範圍及粉紅色紅點黑斜線黑圈範圍或其任何部份，以完成該必要工程。署長就該必要工程之完成日期所作出的決定須為最終決定及對買方具有約束力。

(f) 政府、署長、其政府人員、代理、承辦商、工人或其他正式獲授權人士包括擬建 TPTL 227 之承租人及其代理、承辦商和其他正式獲授權人士毋須因政府或署長行使本特別條款(e)款的進入權利而產生或附帶引起對買方造成或令其蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且買方不能就任何該等損失、損害、滋擾或干擾向政府或署長提出索償。』

(b) 批地文件特別條款第(6)條規定：

『在下列日期前，不得在粉紅色黑圈範圍、粉紅色黑斜線黑圈範圍、粉紅色紅點黑圈範圍及粉紅色紅點黑斜線黑圈範圍展開任何建造工程（經批核的岩土評估呈報書內所載的擬建工程及南部鞏固工程除外）：

(a) 經批核的岩土評估呈報書內所載的南部清理及處置工程或南部鞏固工程並在各方面令署長滿意下遵照本批地文件特別條款第(5)(c)條規定完成；或

(b) 如買方未能遵照本批地文件特別條款第(5)(c)條規定完成南部清理及處置工程或南部鞏固工程，則在2017年6月25日或署長於本批地文件特別條款第(5)(e)條規定的該必要工程完成後指定的較早日期。

就此等批地條款而言，「建造工程」一詞將採用《建築物條例》、根據該條例所訂任何規例及任何修訂法例的釋義。』