

THE KNIGHTSBRIDGE

天 瀧

SALES BROCHURE FOR PARKING SPACE
車位銷售說明書

發展項目天瀧的資料

INFORMATION ON THE DEVELOPMENT, THE KNIGHTSBRIDGE

經差餉物業估價署署長確定發展項目的郵寄地址

承豐道22號

Postal Address of the Development as confirmed with the Commissioner of Rating and Valuation

No. 22 Shing Fung Road

本發展項目屬尚待符合條件的已落成發展項目：

- (a) 由發展項目的認可人士提供的預計批地文件的條件就該發展項目而獲符合的日期（「預計關鍵日期」）為2024年9月30日。
- (b) 預計關鍵日期是受到買賣合約所允許的任何延期所規限的。
- (c) 為買賣合約的目的，在不局限任何其他可用以證明該發展項目落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為該發展項目已落成或當作已落成（視屬何情況而定）的確證。

This Development is a completed development pending compliance:

- (a) The date estimated to be the date on which the conditions of the land grant are complied with in respect of the Development ("the estimated material date"), as provided by the Authorized Person for the Development is 30 September 2024.
- (b) The estimated material date is subject to any extension of time that is permitted under the Agreement for Sale and Purchase.
- (c) For the purpose of the Agreement for Sale and Purchase, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be), without limiting any other means by which the completion of the Development may be proved.

賣方及有參與發展項目的其他人的資料

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方

Marble Edge Investments Limited

Vendor

Marble Edge Investments Limited

賣方的控權公司

Marble Edge Limited

Holding company of the Vendor

Marble Edge Limited

賣方聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士（「合作伙伴」）
不適用

The person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development ("JV Partner")

Not applicable

合作伙伴的控權公司

不適用

Holding company of the JV Partner

Not applicable

發展項目的認可人士

呂元祥建築師事務所(香港)有限公司的梁傑文先生
(梁傑文先生為呂元祥建築師事務所(香港)有限公司之董事)

Authorized person for the Development

Mr. Leung Kit Man Andy of Ronald Lu & Partners (Hong Kong) Limited
(Mr. Leung Kit Man Andy is a director of Ronald Lu & Partners (Hong Kong) Limited)

發展項目的承建商

裕民建築有限公司

Building contractor for the Development

E Man Construction Company Limited

就發展項目中的車位的出售而代表賣方行事的律師事務所

高李葉律師行、貝克·麥堅時律師事務所及國浩律師(香港)事務所

The firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development

Kao, Lee & Yip, Baker & McKenzie and Grandall Zimmern Law Firm

已為發展項目的建造提供貸款或已承諾為該項建造提供融資的獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司

中國銀行(香港)有限公司、恒生銀行有限公司、中國工商銀行(亞洲)有限公司及渣打銀行(香港)有限公司

Any licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the Development

Bank of China (Hong Kong) Limited, Hang Seng Bank Limited, Industrial and Commercial Bank of China (Asia) Limited and Standard Chartered Bank (Hong Kong) Limited

已為發展項目的建造提供貸款的任何其他人

聯泰國際有限公司、NART Finance Limited、中海業務發展有限公司、新世界金融有限公司、堡勁有限公司及Perfect Scene Holdings Limited

Any other person who has made a loan for the construction of the Development

Smart Time International Limited, NART Finance Limited, China Overseas Project Development Limited, New World Finance Company Limited, Castle Energy Limited and Perfect Scene Holdings Limited

有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(a) 賣方或合作伙伴或有關發展項目的承建商屬個人，並屬該發展項目的認可人士的家人；	不適用
(b) 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人；	不適用
(c) 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的家人；	否
(d) 賣方或合作伙伴或該發展項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用
(e) 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用
(f) 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的有聯繫人士的家人；	否
(g) 賣方或合作伙伴或該發展項目的承建商屬個人，並屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	不適用
(h) 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	不適用
(i) 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述律師事務所的經營人的家人；	否
(j) 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或有關發展項目的承建商屬私人公司，而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份；	否
(k) 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份；	不適用
(l) 賣方、合作伙伴或該發展項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴、承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)；	否
(m) 賣方、合作伙伴或該發展項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴或承建商的僱員；	不適用
(n) 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬私人公司，而就該發展項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份；	否

(o) 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份；	不適用
(p) 賣方、合作伙伴或該發展項目的承建商屬法團，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)；	否
(q) 賣方、合作伙伴或該發展項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商的僱員；	不適用
(r) 賣方、合作伙伴或該發展項目的承建商屬法團，而該發展項目的認可人士以其專業身份擔任董事或僱員的法團為該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的有聯繫法團；	否
(s) 賣方、合作伙伴或該發展項目的承建商屬法團，而該承建商屬該賣方、合作伙伴或該賣方或合作伙伴的控權公司的有聯繫法團。	否

有參與發展項目的各方的關係

RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

(a) The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development;	Not applicable
(b) The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of such an authorized person;	Not applicable
(c) The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of such an authorized person;	No
(d) The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person;	Not applicable
(e) The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person;	Not applicable
(f) The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of an associate of such an authorized person;	No
(g) The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development;	Not applicable
(h) The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development;	Not applicable
(i) The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors;	No
(j) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that Vendor, JV Partner, holding company or contractor;	No
(k) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that Vendor, JV Partner, holding company or contractor;	Not applicable
(l) The Vendor, the JV Partner or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	No

(m) The Vendor, the JV Partner or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that Vendor, JV Partner or contractor;	Not applicable
(n) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that Vendor, JV Partner, holding company or contractor;	No
(o) The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, JV Partner, holding company or contractor;	Not applicable
(p) The Vendor, the JV Partner or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	No
(q) The Vendor, the JV Partner or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor, JV Partner or contractor;	Not applicable
(r) The Vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	No
(s) The Vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor, JV Partner or of a holding company of that Vendor or JV Partner.	No





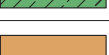

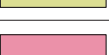


發展項目中的停車位的樓面平面圖

FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

地庫1層停車位平面圖

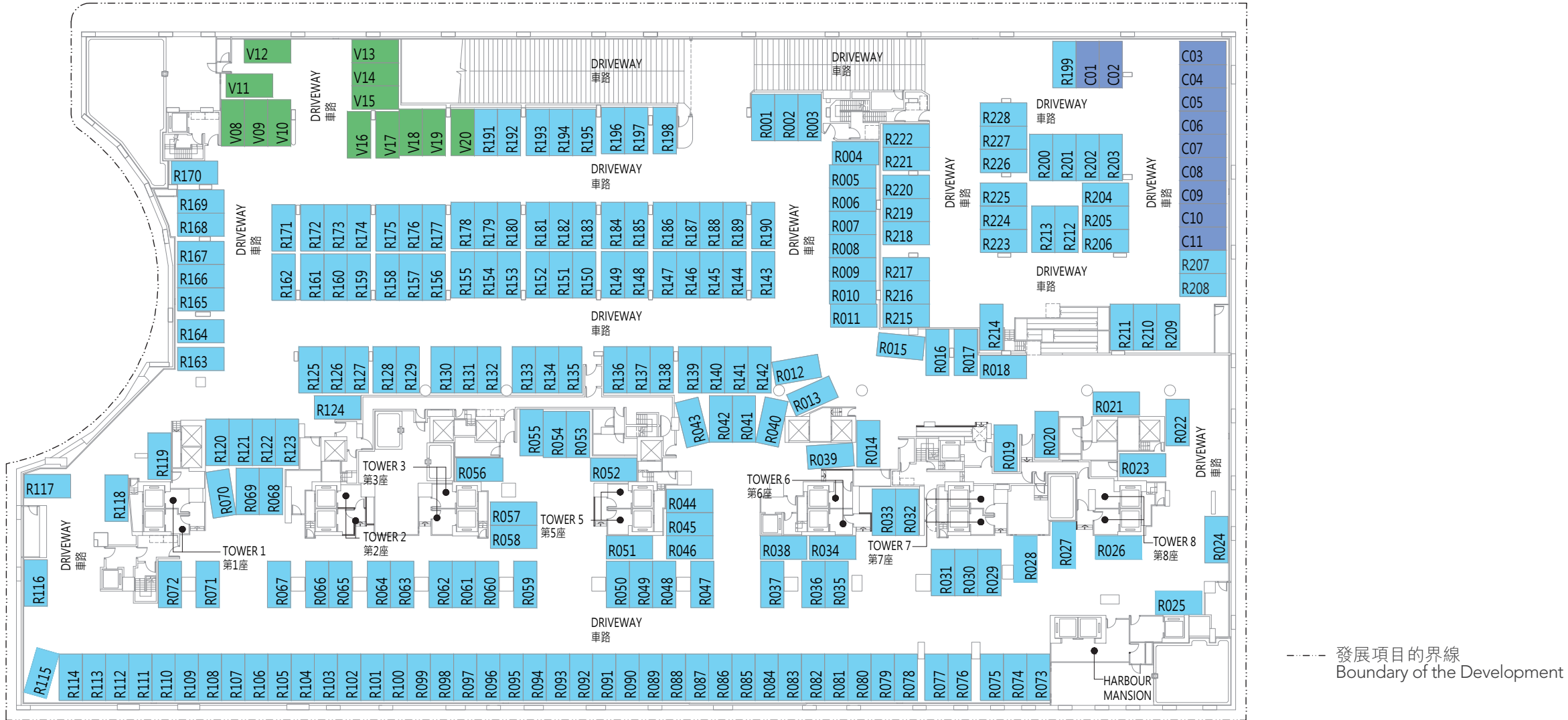
Basement 1 Floor Plan of Parking Spaces



停車位類別 Type of Parking Space		數目 Number	尺寸（長 x 闊）（米） Dimensions (L x W) (m)	每個停車位面積（平方米） Area of Each Parking Space (sq. m.)
	住宅停車位 Residential Car Parking Space	181	5.0 X 2.5	12.5
	訪客停車位 Visitor Car Parking Space	2	5.0 X 2.5	12.5
	訪客暢通易達停車位（設有1.2米 x 5.0米共用上落車位） Visitor Accessible Car Parking Space (With 1.2mx5.0m common loading / unloading area)	4	5.0 X 2.5	12.5
	訪客暢通易達停車位 Visitor Accessible Car Parking Space	1	5.0 X 2.5	17.5
	住宅上落貨車位 Residential Loading and Unloading Space	8	11.0 X 3.5	38.5
	商用上落貨車位 Commercial Loading and Unloading Space	3	11.0 X 3.5	38.5
	住宅電單車停車位 Residential Motorcycle Parking Space	6	2.4 X 1.0	2.4
	商用電單車停車位 Commercial Motorcycle Parking Space	2	2.4 X 1.0	2.4
	垃圾收集停車位 Refuse Collection Operation Parking Space	1	12.0 X 5.0	60.0

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

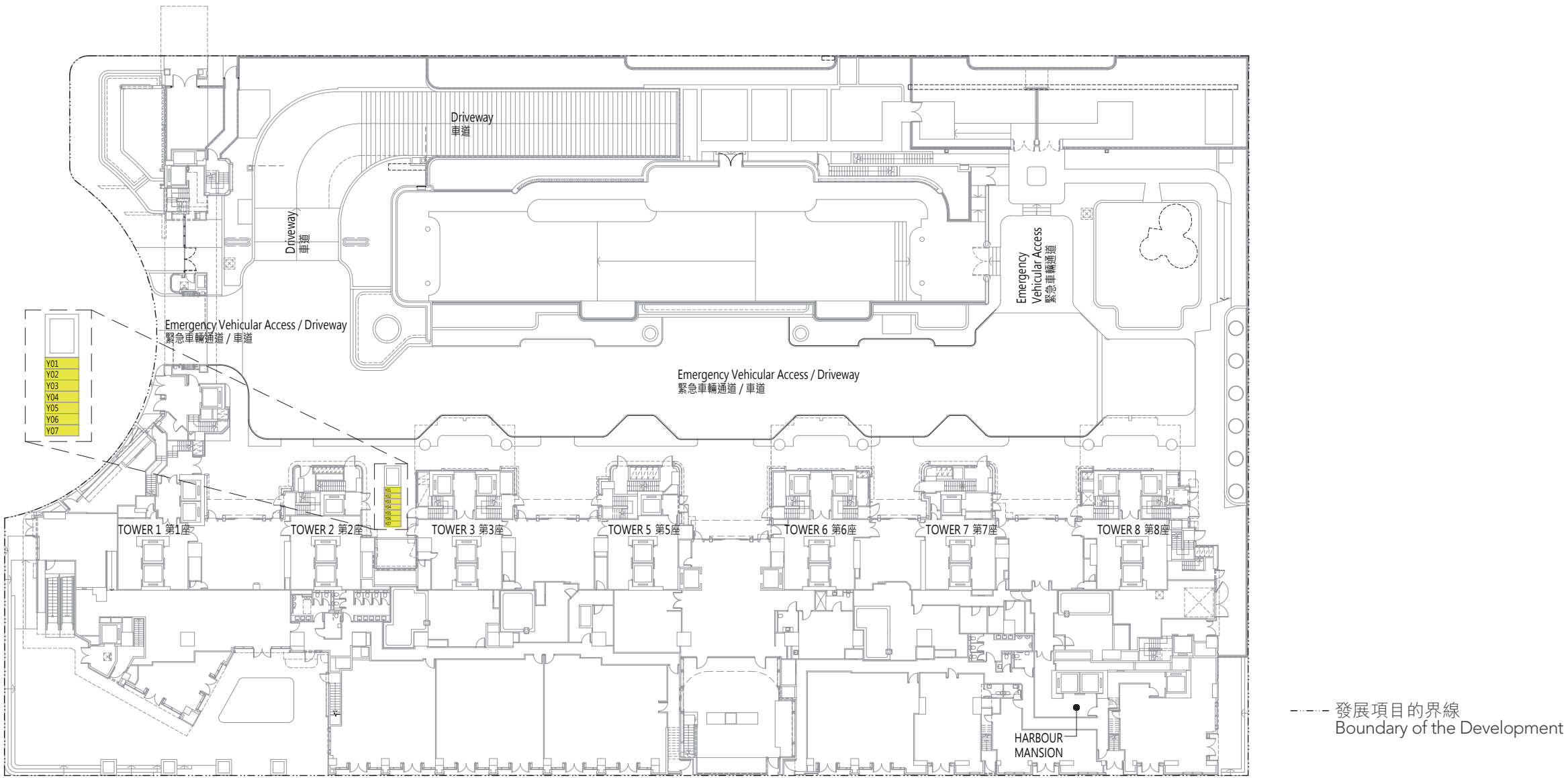
地庫2層停車位平面圖
Basement 2 Floor Plan of Parking Spaces




停車位類別 Type of Parking Space		數目 Number	尺寸（長 x 闊）（米） Dimensions (L x W) (m)	每個停車位面積（平方米） Area of Each Parking Space (sq. m.)
	住宅停車位 Residential Car Parking Space	228	5.0 X 2.5	12.5
	商用停車位 Commercial Parking Space	11	5.0 X 2.5	12.5
	訪客停車位 Visitor Car Parking Space	13	5.0 X 2.5	12.5

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

地下停車位平面圖
Ground Floor Plan of Parking Spaces



停車位類別 Type of Parking Space		數目 Number	尺寸（長 x 闊）（米） Dimensions (L x W) (m)	每個停車位面積（平方米） Area of Each Parking Space (sq. m.)
	單車停車位 Bicycle Parking Space	7	1.8 X 0.6	1.08

臨時買賣合約的摘要

SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

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，會由代表賣方行事的律師事務所以保證金保存人的身分持有；
3. 如買方沒有於訂立該臨時合約的日期之後 5個工作日內簽立買賣合約 -

i. 該臨時合約即告終止；及

ii. 有關的臨時訂金即予沒收；及

iii. 賣方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。

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 that preliminary agreement will be held by a firm of solicitors acting for the Vendor, 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 that preliminary agreement -

i. that preliminary agreement is terminated; and

ii. the preliminary deposit is forfeited; and

iii. the Vendor does not have any further claim against the purchaser for the failure.

公契的摘要

SUMMARY OF DEED OF MUTUAL COVENANT

A. 分配予發展項目中的每個停車位的不分割份數的數目

停車位		分配予每個停車位的不分割份數的數目
(i)	地庫2層的R001至R228號住宅停車位	每個 6
(ii)	地庫1層的R229至R409號住宅停車位	每個 6
(iii)	地庫1層的MR1至MR6號住宅電單車停車位	每個 1

以上資料須得到法律諮詢及田土轉易處就賣方修改經批准公契擬稿的申請之批核。

B. 管理開支按甚麼基準在發展項目中的停車位的擁有人之間分擔

管理人將按下列原則決定每個停車位業主須分擔管理開支的款額：

- (a) 發展項目每個單位業主須按他的單位獲分配的管理份數數目對發展項目所有單位的管理份數總數之比例分擔屋苑管理預算評估的款項；及
- (b) 每個業主除了按(a)款應付的款項外，還須就他作為業主擁有的每個停車位按他的停車位獲分配的管理份數數目對發展項目所有停車位的管理份數總數之比例分擔停車位管理預算評估的款項。

C. 計算管理費按金的基準

管理費按金金額相等於每個單位應付的第一年預算管理開支之每月分擔款項的3個月款項。

- 註:
- 1. 除本車位銷售說明書另作定義，以上使用的專有詞語具有發展項目公契及管理協議(「公契」)內該詞語的相同意義。
 - 2. 請查閱公契的最新擬稿以了解全部詳情。公契的最新擬稿已備存於售樓處，於開放時間可供免費查閱，並可在支付必要之影印費後取得公契的最新擬稿之副本。

A. Number of undivided shares assigned to each Car Park in the development

Car Parks		No. of undivided shares allocated to each Car Park
(i)	Residential Parking Spaces Nos. R001 to R228 on Basement 2 Floor	6 each
(ii)	Residential Parking Spaces Nos. R229 to R409 on Basement 1 Floor	6 each
(iii)	Residential Motor Cycle Parking Spaces Nos.MR1 to MR6 on Basement 1 Floor	1 each

The above information is subject to LACO's approval to the Vendor's application for consent to amendments to the approved form of DMC.

B. Basis on which the management expenses are shared among the owners of the Car Parks in the development

The Manager shall determine the amount which each Owner of a Car Park shall contribute towards the management expenses in accordance with the following principles:

- (a) Each Owner of a Unit of the Development shall contribute to the amount assessed under the Estate Management Budget in the proportion which the number of the Management Shares allocated to his Unit bears to the total number of the Management Shares allocated to all Units of and in the Development; and
- (b) Each Owner in addition to the amount payable under (a) above shall in respect of each Car Park of which he is the owner contribute to the amount assessed under the Car Park Management Budget in the proportion which the number of Management Shares allocated to his Car Park bears to the total number of Management Shares allocated to all Car Parks of and in the Development.

C. Basis on which the management fee deposit is fixed

The management fee deposit is equivalent to 3 months’ monthly contribution of the first year’s budgeted management expenses.

- Remarks:
- 1. Unless otherwise defined in this sales brochure, capitalized term used in the above shall have the same meanings of such terms in the Deed of Mutual Covenant incorporating Management Agreement (“DMC”) in respect of the Development.
 - 2. For full details, please refer to the latest draft of the DMC which is free for inspection during opening hours at the sales office. A copy of the latest draft DMC is available upon request and payment of the necessary photocopying charges.

批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目興建於新九龍內地段第6552號(「該地段」)。該地段根據日期為2019年6月4日並於土地註冊處登記為賣地條件第20343號的賣地協議及條件(「批地文件」)持有。
2. 該地段的租期由2019年6月4日起計50年。
3. 批地文件一般條款第7條規定：
- (a) 買方須在整個租契年期期間按該等條款就已建或重建(該詞指本一般條款第(b)款預期的重新發展)的建築物：
- (i) 按經批准的設計、佈局及高度及任何經批准的建築圖則保養一切建築物，不得對其作出修訂或更改；及
- (ii) 保養一切根據該等條款或任何將來的合約修訂已建或今後可能搭建的建築物，使其處於良好及修繕妥當的狀態，直至租契年期屆滿或提前終止時交還此等建築物。
- (b) 倘若在租契年期期間的任何時候清拆當時在該地段或其任何部分上面的任何建築物，買方須興建相同類型和不少於現有總樓面面積的良好及堅固的一幢或多幢建築物或經署長批准的類型及價值的一幢或多幢建築物作為代替。如果進行上述清拆，買方須在上述清拆的一個曆月內向署長申請其同意進行重新發展該地段的建築工程，並在收到上述同意後必須在三個曆月內開展所需的重建工程及在署長規定的期限內完成該等重新發展工程，使署長滿意。
4. 批地文件特別條款第(4)條規定：
- (a) 買方須自費向署長提交一份園景總綱圖供署長審批，園景總綱圖須顯示按本特別條款第(b)及(c)款的要求擬在黃色範圍及黃色加黑斜線範圍內提供的園景工程之位置、佈局及規劃(以下簡稱「園景總綱圖」)。園景總綱圖獲署長書面批准前及(如有必要)已按批地文件特別條款第(7)條就樹木保育建議書獲發同意書前，不得在黃色範圍及黃色加黑斜線範圍開展任何建築工程(批地文件特別條款第(1)(b)條提述的拆卸及移除工程、地盤平整工程及土地勘測除外)。
- (b) 園景總綱圖須按1:200或更大的比例顯示，並列載園景工程建議的資料，包括對現有樹木的普查及處理方案、地盤佈局和平整水平、建築發展的概念模式、園景建築及花卉種植的圖解佈局及署長可能要求的其他資料。
- (c) 黃色範圍及黃色加黑斜線範圍須有不少於36%的面積種植樹木、灌叢或其他植物。署長就買方建議的園景工程是否構成本第(c)款所指的36%面積所作之決定為最終決定及對買方有約束力。署長可全權酌情接納買方建議的其他非植物裝飾代替種植樹木、灌叢或其他植物。為免存疑，按本第(c)款提供的園景工程不構成批地文件特別條款第(8)(b)(ii)條提述的綠化範圍的一部分。
- (d) 買方須自費按經批准的園景總綱圖在黃色範圍及黃色加黑斜線範圍進行園景工程，在一切方面使署長滿意。未經署長事先書面批准，不得對經批准的園景總綱圖作任何修訂、更改、改動、變更或替代。
- (e) 在不影響批地文件特別條款第(2)(d)條的一般適用範圍下，買方須自費保持及保養園景工程，使其達至安全、清潔、井然、整潔及健康的狀態，在一切方面使署長滿意，直至整個黃色範圍及黃色加黑斜線範圍的管有權已經按批地文件特別條款第(2)(g)(iv)條交還政府。
5. 批地文件特別條款第(5)條規定：
- 買方須在一切方面符合該等條款及目前或任何時候在香港生效的所有有關建築、衛生及規劃之法例、附例及規例之規定發展該地段，在該地段上興建一幢或多幢建築物，並於2024年12月31日*或之前完工和使其適宜佔用。
6. 批地文件特別條款第(6)條規定：
- (a) 受限於本特別條款第(b)款，該地段或其任何部分或已建或擬建於其上的任何一幢或多幢建築物不得用作非工業(不包括寫字樓、貨倉、酒店及加油站)用途以外的任何用途。
- (b) 除第一行人道(定義見批地文件特別條款第(10)(b)條)外，在批地文件夾附的圖則上以粉紅色顯示的範圍(以下簡稱「粉紅色範圍」)內已建或擬建的任何一幢或多幢建築物不得用作私人住宅用途以外的任何用途。
7. 批地文件特別條款第(7)條規定：
- 未經署長事先書面同意，不得移除或干擾在該地段或毗鄰範圍內生長的樹木。署長在授予同意時，可以就樹木移植、補償性園景或重植，施加其認為合適的條件。

8. 批地文件特別條款第(8)條規定：
- (a) 買方須自費向署長提交一份園景圖則，表明按本特別條款第(b)款規定擬在該地段內提供園景工程的位置、佈局及規劃(以下簡稱「該地段的園景圖則」)，以供署長審批。
- (b) (i) 該地段須有不少於30%面積種植樹木、灌叢或其他植物。
- (ii) 本特別條款第(b)(i)款所提述的30%面積中，須有不少於66%(以下簡稱「綠化範圍」)設於署長可全權酌情決定的位置或水平，以確保綠化範圍可見於行人或可供進入該地段的任何人士或人等通行。
- (iii) 在不影響本特別條款第(b)(ii)款之規定下，綠化範圍或其任何部分應設置在批地文件夾附的圖則上分別以粉紅色加黑斜線及粉紅色加黑斜線及黑點顯示的範圍(以下分別簡稱「粉紅色加黑斜線範圍」及「粉紅色加黑斜線及黑點範圍」)之該等部分內，並設置在批地文件夾附的圖則上顯示並標明的B點和C點之間離該地段邊界起3米內的位置。
- (iv) 該地段上任何已建或擬建的一幢或多幢建築物的天台面積中須有不少於20%構成本特別條款第(b)(i)款提述的30%的一部分。
- (v) 署長就買方提議的園景美化工程是否構成本特別條款第(b)(i)款提述的30%、提供的綠化範圍是否符合本特別條款第(b)(ii)款規定及何謂本特別條款第(b)(iv)款提述的任何一幢或多幢建築物的天台面積作出的決定將為最終決定，並對買方有約束力。
- (vi) 署長可全權酌情接納買方建議的其他非植物裝飾取代種植樹木、灌叢或其他植物。
- (c) 買方須自費按經批准的該地段的園景圖則，在該地段進行園景美化工程，在一切方面使署長滿意，如非獲署長事先書面同意，不得對經批准的該地段的園景圖則作任何修改、更改、改動、改變或取代。
- (d) 買方其後須自費保養及維持園景美化工程，使其處於安全、清潔、整齊、整潔及健康的狀態，在一切方面使署長滿意。
- (e) 根據本特別條款進行園景美化的範圍須指定為並構成批地文件特別條款第(23)(a)(v)條提述的公用地方之一部分。
9. 批地文件特別條款第(26)條規定：
- (a) (i) 該地段內須提供停車位，以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於該地段上已建或擬建的一幢或多幢建築物的住宅單位住客及其真正賓客、訪客或被邀請者的車輛(以下簡稱「住宅停車位」)，使署長滿意，車位數目比例如下：
- (I) 如該地段範圍內建有一座或多座住宅單位大廈(擬作單一家庭住所之用的一座或多座獨立屋、半獨立屋或排屋除外)，除非署長同意採用有別於下表所列的比例或數目，須根據下表所列就已建或擬建於該地段上的每個住宅單位的面積分別計算的比例：
- | 每個住宅單位的面積 | 擬提供的住宅停車位數目 |
|---------------------|---------------------|
| 少於40平方米 | 每16.7個住宅單位或其部分1個停車位 |
| 不少於40平方米，但少於70平方米 | 每9.5個住宅單位或其部分1個停車位 |
| 不少於70平方米，但少於100平方米 | 每3.2個住宅單位或其部分1個停車位 |
| 不少於100平方米，但少於130平方米 | 每1.2個住宅單位或其部分1個停車位 |
| 不少於130平方米，但少於160平方米 | 每0.9個住宅單位或其部分1個停車位 |
| 不少於160平方米 | 每0.7個住宅單位或其部分1個停車位 |
- (II) 如該地段內已提供擬作單一家庭住所之用的一座或多座獨立屋、半獨立屋或排屋，比例如下：
- (A) 每座總樓面面積少於160平方米的上述房屋提供1個停車位；
- (B) 每座總樓面面積不少於160平方米但少於220平方米的上述房屋提供1.5個停車位；及
- (C) 每座總樓面面積不少於220平方米的上述房屋提供2個停車位。
- 如根據本特別條款第(a)(i)(I)或(a)(i)(II)(B)款而須提供的停車位數目含有小數，則進位至下一個整數。就本第(a)(i)款而言，署長就何謂一座或多座住宅單位大廈、何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力。為免存疑，就批地文件特別條款第(26)、(27)及(28)條而言，安老院舍或殘疾人士院舍或其任何部分不得視為一個或多個住宅單位。
- (ii) 就本特別條款第(a)(i)(I)款而言，根據本特別條款第(a)(i)(I)款提供的住宅停車位總數須為根據本特別條款第(a)(i)(I)款中列表依據每個住宅單位的面積分別計算的住宅停車位的分別數目之總和。就該等條款而言，「每個住宅單位的面積」一詞就總樓面面積而言指以下(I)與(II)之和：

批地文件的摘要

SUMMARY OF LAND GRANT

- (I) 一個由其住客專屬使用及享用的住宅單位之總樓面面積，須由該單位圍牆或矮牆外側開始量度，除非該等圍牆分隔兩個毗連單位則屬例外(於該情況下須由該等圍牆中間開始量度)，並要一併量度單位內的內部間隔牆及支柱，但為免存疑，不包括該單位內沒有列入計算批地文件特別條款第(9)(a)(iii)條訂明的總樓面面積的所有樓面面積；及
- (II) 一個住宅單位按比例分攤的住宅公用地方(按下文定義)總樓面面積，即在各個住宅單位圍牆以外供已建或擬建於該地段上的發展項目住宅部分的住客共同使用與享用的住宅公用地方(該住宅公用地方以下簡稱「住宅公用地方」)之總樓面面積，但為免存疑，不包括沒有列入計算批地文件特別條款第(9)(a)(iii)條訂明的總樓面面積的所有樓面面積，在計算時依照下列公式分攤予各住宅單位：
- 住宅公用地方

所有總樓面面積

×

依照本特別條款第(a)(ii)(I)款計算有關一個住宅單位之總樓面面積

依照本特別條款第(a)(ii)(I)款計算所有住宅單位之所有總樓面面積
- (iii) 該地段內須按照下列比例提供額外的停車位，以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上的一幢或多幢建築物的住宅單位住客之真正賓客、訪客或被邀請者的車輛，令署長滿意，惟該地段內須提供最少2個該等額外停車位：
- (I) 如果已建或擬建於該地段上任何一座住宅單位大廈中提供超過75個住宅單位，每座住宅單位大廈5個停車位；或
- (II) 署長批准的其他比例。
- 如根據本第(a)(iii)(II)款而須提供的停車位數目含有小數，則進位至下一個整數。就本特別條款第(a)(iii)款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一座住宅單位大廈。署長就何謂一座或多座住宅單位大廈、何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力。
- (iv) 根據本特別條款第(a)(i)款(可根據批地文件特別條款第(28)條規定更改)和第(a)(iii)款提供的停車位除用作該等特別條款分別訂明的用途外，不得用作任何其他用途，尤其是不得用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。
- (b) (i) 除非署長同意採用不同比例，該地段內須按照已建或擬建於該地段上的一幢或多幢作非工業(不包括私人住宅、寫字樓、倉庫、酒店及加油站)用途的建築物或其部分的總樓面面積每200平方米或其部分提供1個停車位，以供停泊根據《道路交通條例》、其下的任何規例和任何修訂法例領有牌照的車輛，如根據本特別條款第(b)(i)款而須提供的停車位數目含有小數，則進位至下一個整數。
- (ii) 就計算根據本特別條款第(b)(i)款提供的停車位數目，任何用作泊車及上落貨用途的樓面面積不計算在內。
- (iii) 根據本特別條款第(b)(i)款提供(可根據批地文件特別條款第(28)條規定更改)的停車位，除用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上作上述條款訂明用途的一幢或多幢建築物或其部分的佔用人及其真正賓客、訪客或被邀請者的車輛外，不得用作任何其他用途，尤其不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。
- (c) (i) 買方須按建築事務監督的規定和批准，在按本特別條款第(a)(i)(I)及(b)(i)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)款提供的停車位中，保留及指定一定數目的停車位供《道路交通條例》、其下的任何規例或任何修訂法例界定的傷殘人士停泊車輛(該等保留或指定的停車位以下簡稱「傷殘人士停車位」)，但是按本特別條款第(a)(iii)款提供的停車位中須至少保留及指定一個停車位作傷殘人士停車位，惟買方不能將所有按本特別條款第(a)(iii)款提供的停車位保留或指定為傷殘人士停車位。
- (ii) 傷殘人士停車位除供《道路交通條例》、其下的任何規例或任何修訂法例界定的傷殘人士停泊屬於已建或擬建於該地段上的一幢或多幢建築物之住戶或佔用人及其真正賓客、訪客或被邀請者的車輛外，不得用作任何其他用途，尤其不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。
- (d) (i) 除非署長同意採用不同比例，該地段內須按以下比例提供令署長滿意的停車位，以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的電單車：
- (I) 已建或擬建於該地段上的一幢或多幢建築物每100個住宅單位或其部分提供1個停車位(以下簡稱「住宅電單車停車位」)，而就本第(d)(i)(I)款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一個住宅單位，及署長就何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力；及
- (II) 按本特別條款第(b)(i)款規定(可根據批地文件特別條款第(28)條規定更改)提供的停車位數目的10%。
- 如根據本特別條款第(d)(i)(I)或(d)(i)(II)款提供的停車位數目含有小數位，則進位至下一個整數。
- (ii) 住宅電單車停車位(可根據批地文件特別條款第(28)條規定更改)除用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上的一幢或多幢建築物之住宅單位住戶及其真正賓客、訪客或被邀請者的電單車外，不得用作任何其他用途，尤其是不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。

- (iii) 按本特別條款第(d)(i)(II)款(可根據批地文件特別條款第(28)條規定更改)提供的停車位除用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上作本特別條款第(b)(i)款訂明用途的一幢或多幢建築物或其部分之佔用人及其真正賓客、訪客或被邀請者的電單車外，不得用作任何其他用途，尤其是不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。
- (e) 該地段內須按每30個樓面面積少於70平方米住宅單位或其部分提供一個停車位或署長批准的其他比例，供作停泊屬於已建或擬建於該地段上的一幢或多幢建築物的住宅單位住客及其真正賓客、訪客或被邀請者的單車，使署長滿意。該等停車位(可根據批地文件特別條款第(28)條規定更改)不得作本第(e)款列明的用途以外的用途。如根據本特別條款第(e)款提供的停車位數目含有小數位，則進位至下一個整數。就本第(e)款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一個住宅單位，署長就何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力。
- (f) (i) 除傷殘人士停車位外，每個按本特別條款(a)(i)及(b)(i)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)款提供的停車位須為2.5米闊及5.0米長，最低淨空高度為2.4米。
- (ii) 每個傷殘人士停車位的尺寸須為建築事務監督所要求及批准的。
- (iii) 每個按本特別條款第(d)(i)款提供的停車位(可根據批地文件特別條款第(28)條規定更改)的尺寸須為1.0米闊及2.4米長，最低淨空高度為2.4米或署長批准的其他最低淨空高度。
- (iv) 每個按本特別條款第(e)款提供的車位(可根據批地文件特別條款第(28)條規定更改)須為經署長書面批准的尺寸。
- (g) 買方須：
- (i) 在2024年12月31日*或署長批准的其他日期或之前自費按機電工程署署長滿意的標準及設計，及在一切方面符合《建築物條例》和《電力條例》、其下各自的任何規例和任何修訂法例：
- (I) 在所有按本特別條款第(a)(i)、(b) 及(d)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)及(c)款提供的停車位提供與安裝電動車輛的充電設施，包括但不限於固定電力裝置和安裝最終電路；及
- (II) 在按本特別條款第(a)(i)及(b)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)及(c)款提供的停車位中不少於30%的停車位提供與安裝電動車輛中速充電器，包括本特別條款第(g)(i)(I)款提述的最終電路，使上述每個停車位至少配有一個電動車輛中速充電器；及
- (ii) 在批地文件授予的租契年期期間自費及以在一切方面使機電工程署署長滿意的方式維護、保養、維修及管理按本特別條款第(g)(i)(I)及(g)(i)(II)款要求提供與安裝的充電設備和電動車輛中速充電器，使其處於妥善維修及運作良好的狀態。

10. 批地文件特別條款第(27)條規定：
- (a) 該地段內須按以下比例提供令署長滿意的停車位供貨車上落貨物：
- (i) 按已建或擬建於該地段上的一幢或多幢建築物每800個住宅單位或其部分設置一個停車位或署長批准的其他比例，惟在該地段上已建或擬建的每座住宅單位大廈最少須設置一個上落貨停車位，該等上落貨停車位須位於每座住宅單位大廈旁邊或之內。如根據本第(a)(i)款提供的停車位數目含有小數位，則進位至下一個整數。就本第(a)(i)款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一個住宅單位大廈，署長就何謂一座或多座住宅單位大廈、何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力；及
- (ii) 已建或擬建於該地段上作非工業(不包括私人住宅、寫字樓、倉庫、酒店及加油站)用途的一幢或多幢建築物或其部分的總樓面面積的每800平方米或其部分設置1個上落貨停車位，惟須提供最1個上落貨停車位。
- (b) 每個按本特別條款第(a)(i)及(a)(ii)款(可分別按批地文件特別條款第(28)條規定更改)提供的停車位須為3.5米闊及11.0米長，最低淨空高度為4.7米。該等停車位除用作已建或擬建於該地段上的一幢或多幢建築物相關的貨車裝卸貨物外，不得作任何其他用途。
- (c) 就計算根據本特別條款第(a)(ii)款(可根據批地文件特別條款第(28)條規定更改)提供的停車位數目，任何用於泊車、上落貨用途的樓面面積不計算在內。

11. 批地文件特別條款第(28)條規定：
- (a) 即使批地文件特別條款第(26)(a)(i)、(26)(b)(i)、(26)(d)(i)、(26)(e)、(27)(a)(i)及(27)(a)(ii)條另有規定，買方可以增加或減少上述特別條款要求提供的各停車位數目，幅度不超過5%，但是所增加或減少的總停車位數目不能超過50個。
- (b) 除了本特別條款第(a)款的規定外，買方可以額外增加或減少批地文件特別條款第(26)(a)(i)(I)及(26)(d)(i)(I)條要求提供的各停車位數目(本特別條款第(a)款所計算的停車位不計其中)，幅度不超過5%。

批地文件的摘要

SUMMARY OF LAND GRANT

12. 批地文件特別條款第(29)(a)條規定：
在該地段內按批地文件特別條款第(26)(a)(i)、(26)(b)(i)、(26)(d)(i)、(27)(a)(i)及(27)(a)(ii)條(可分別按批地文件特別條款第(28)條規定更改)及批地文件特別條款第(26)(a)(iii)及(26)(c)(i)條提供的停車位，除在該地段的地面水平以下提供外，不得在該地段的任何部分或在已建或擬建於該地段上的一幢或多幢建築物的任何部分提供。
13. 批地文件特別條款第(30)條規定：
(a) 即使已按署長滿意的方式遵守和履行該等條款，住宅停車位及住宅電單車停車位不得：
(i) 轉讓，除非：
(I) 連同該地段的不分割份數連同獨家使用和佔用在該地段已建或擬建的一幢或多幢建築物之一個或多個住宅單位的權利一併轉讓；或
(II) 受讓人已經持該有地段的不分割份數連同獨家使用和佔用該地段已建或擬建的一幢或多幢建築物之一個或多個住宅單位的權利；或
(ii) 分租，除非租予已建或擬建於該地段上的一幢或多幢建築物內之住宅單位的住客
惟於任何情況下，不得向已建或擬建於該地段上的一幢或多幢建築物內任何一個住宅單位的業主轉讓或向已建或擬建於該地段上的一幢或多幢建築物內任何一個住宅單位的住客出租總共多過三個住宅停車位及住宅電單車停車位。
(b) 即使本特別條款第(a)款另有規定，經署長的事先書面同意，買方可以將所有住宅停車位及住宅電單車停車位整體轉讓，惟僅可轉讓予買方的一個全資擁有的附屬公司。
(c) 本特別條款第(a)款不適用於轉讓、分租、按揭或抵押整個該地段。
(d) 本特別條款第(a)及(b)款不適用於傷殘人士停車位。
14. 批地文件特別條款第(31)條規定：
按批地文件特別條款第(26)(e)及(27)(a)(i)條(可分別按批地文件特別條款第(28)條規定更改)及批地文件特別條款第(26)(a)(iii)條在該地段內提供的停車位及按批地文件特別條款第(26)(a)(i)(I)條(可按批地文件特別條款第(28)條規定更改)提供的傷殘人士停車位須指定為及構成公用地方之一部分。
15. 批地文件特別條款第(33)條規定：
除非獲署長事先書面同意，買方不得分割、移除或後移毗鄰或毗連該地段的任何政府土地或在任何政府土地上進行任何堆積、堆填或任何類型的斜坡整理工程，署長可全權酌情作出同意並施加其認為合適的任何條款及條件，包括以其可決定的地價批出額外的政府土地作為該地段的延伸。
16. 批地文件特別條款第(34)條規定：
(a) 如果任何土地存在或已經被分割、移除或後移或堆積或堆填或進行任何類型的斜坡整理工程，不論有否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在或關於構建、平整或開發該地段或其任何部分或買方按該等條款需要進行的任何其他工程或作任何其他用途，買方須自費進行與修建該等斜坡整理工程、護土牆或其他承托物、保護物、排水或附屬工程或今後成為必要的其他工程，以便保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。買方須在批地文件授予的租契年期期間自費保養該土地、斜坡整理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程，使其處於良好及修繕妥當的狀態，並使署長滿意。
(b) 本特別條件第(a)款不能影響該等條款、特別是批地文件特別條款第(33)條賦予政府的權利。
(c) 倘若因為任何構建、平整、開發或買方進行其他工程或因任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，買方須自費進行修復及彌補，使署長滿意。就上述塌方、山泥傾瀉或地陷所直接或間接造成或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。
(d) 除了批地文件規定對違反該等條款所提供的任何其他權利或濟助外，署長有權發出書面通知要求買方進行、修建及保養該土地、斜坡整理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果買方不理會或未能在通知指定的時期內執行該通知要求，並使署長滿意，署長可立即執行與進行任何必要工程。買方須在被要求時償還政府因此產生的費用連同任何行政費及專業費用及開支。
17. 批地文件特別條款第(35)條規定：
未經署長事先書面批准，不得在該地段使用碎石機。
18. 批地文件特別條款第(36)條規定：
如果在發展或重新發展該地段或其任何部分時已安裝預應力地錨，買方須自費在預應力地錨的服務年限期間定期保養與檢查預應力地錨，使署長滿意，並在署長可不時全權酌情要求時提供上述所有檢驗工程的報告和資料給署長。如果買方不理會或未能進行上述要求的檢驗工程，署長可立即執行與進行上述檢驗工程，買方須在被要求時償還政府因此產生的費用。
19. 批地文件特別條款第(37)條規定：
(a) 倘若從該地段或其他受發展該地段所影響的區域的泥土、廢土、瓦礫、建築廢料或建築物料(以下簡稱「該等廢料」)侵蝕、沖洗或傾倒到公眾巷徑或道路上或路旁暗渠、前濱或海床、污水渠、雨水渠或明渠或其他政府財產(以下簡稱「政府財產」)，買方須自費清理該等廢料並修復對政府財產造成的任何損壞。就上述侵蝕、沖洗或傾倒對私人財產造成的任何損壞或滋擾而直接或間接造成或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。
(b) 即使本特別條款第(a)款另有規定，署長可以(但沒有義務)應買方要求清理該等廢料和修復對政府財產造成的損壞，買方須在被要求時向政府支付因此產生的費用。
20. 批地文件特別條款第(38)條規定：
買方須在任何時候，特別是在進行建築、保養、翻新或維修工程(以下簡稱「該等工程」)期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，以避免對該地段、黃色範圍、黃色加黑斜線範圍或其任何部分之間、之上、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱「該等服務設施」)造成任何損害、干擾或阻礙。買方在進行任何該等工程之前須進行或促使他人進行適當的搜索及必要的查詢，確定該等服務設施的位置和水平，及須就如何處理或會受該等工程影響之任何該等服務設施向署長提交建議書，供其就各方面審批，但必須在取得署長對該等工程及上述建議書作出的書面批准後才能進行任何工程。買方須履行署長於批出上述批准時對該等服務設施的任何要求和承擔因此而支出的費用，包括所需的改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復因進行該等工程對該地段、黃色範圍、黃色加黑斜線範圍或其任何部分或任何該等服務設施造成的任何形式的損壞、干擾或阻礙(除非署長另作選擇，否則明渠、污水渠、雨水渠或總水管的修復須由署長進行，買方須應要求時向政府支付上述工程的費用)，使署長滿意。如果買方未能對該地段、黃色範圍、黃色加黑斜線範圍或其任何部分或任何該等服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，並使署長滿意，署長可進行其認為必要的改道、重鋪、維修、彌補或修復工程，買方須在被要求時向政府支付上述工程的費用。
21. 批地文件特別條款第(39)條規定：
(a) 買方須自費建造與保養該地段邊界內或政府土地內署長認為必要的的排水渠及渠道，使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最近的河道、集水井、渠道或政府雨水渠。就對上述暴雨或雨水造成的任何損壞或滋擾而直接或間接造成或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須自行負責並向政府作出彌償及使其獲得彌償。
(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如鋪設及運作)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責。買方須在被要求時向政府支付該等連接工程的費用。此外，上述連接工程亦可由買方自費進行，使署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由買方自費保養，買方須應要求將其移交給政府，由政府出資負責其後的保養。買方須在被要求時向政府支付有關上述連接工程的技術檢查費用。若買方未能保養上述連接工程中在政府土地內修建的任何一段，署長可進行其認為所需的該等保養工程，買方須在被要求時向政府支付該等工程的費用。
22. 批地文件特別條款第(42)條規定：
不得在該地段搭建或建造墳墓或骨灰龕，亦不得在其內或其上用陶瓶、骨灰甕或其他形式埋葬或存放任何人類遺骸或動物遺骸。
23. 批地文件特別條款第(43)條規定：
(a) 買方須在2024年12月31日*或署長批准的其他日期或之前，在一切方面使水務監督滿意並自費：
(i) 向水務監督提交或促使他人提交一份在該地段或其任何部分提供及安裝自動讀錶系統(以下簡稱「AMR」)外站之建議書，以供水務監督書面審批，該建議書須載有(除其他資料外)水務監督所要求的資料及詳情，包括但不限於一份顯示擬按本特別條第(a)(ii)款提供及安裝之AMR外站位置之佈局圖、組成AMR外站之AMR設備的編排和相關詳情及指定放置AMR設備之範圍或空間；及

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- (ii) 為所有AMR水錶提供及安裝水務監督按本特別條款第(a)(i)款批准的AMR外站（以下簡稱「AMR外站」），包括為個別用戶提供食水供應的水錶、食水供應、沖廁水供應及消防供水的總水錶或檢測水錶，及水務監督全權酌情要求或批准的其他供水設施的額外水錶，為免存疑，即包括：
- (I) 必需之電線管及電線；
 - (II) 安裝AMR設備之AMR錶板；及
 - (III) 其他設施及相關設備。
- 就本第(a)(ii)款而言，「用戶」須按《水務設施條例》、其下的任何規例及任何修訂法例中的定義。
- (b) 在水務監督批准本特別條款第(a)(i)款提述的建議書前，買方不得開展任何提供與安裝AMR外站的工程。
- (c) 買方須在批地文件授予的租契年期期間自費維護、保養、維修及管理AMR外站，使其處於妥善維修及運作良好的狀態，在一切方面使水務監督滿意，直至按本特別條款第(g)款將其交付予水務監督。
- (d) 水務監督有絕對酌情權在任何時候向買方發出書面通知，要求買方拆除或移走在指定作安置AMR外站的區域或地方以上、之上或之下放置或於其上或其內堆積的物件或材料和水務監督認為(其決定為最終決定及對買方有約束力)阻止或妨礙安置、操作及保養AMR外站的該等物件或材料。買方須在收到該書面通知後於書面通知指明的期限內自費拆除或移走該等物件或材料，以及修復與維修受上述拆除或移走所影響的區域或地方，在一切方面使水務監督滿意。
- (e) 倘若買方沒有履行其在本特別條款下的任何責任，水務監督可進行必要之工程，費用由買方承擔，買方須在被要求時向水務監督支付一筆相等於上述費用的金額，該金額由水務監督決定，其決定為最終決定及對買方有約束力。
- (f) 買方須在批地文件授予的租契年期期間之所有時候允許水務監督及其人員、承辦商、代理人、工人及水務監督授權的任何人士攜同或不攜同工具、設備、機械、機器或車輛，有權自由及不受限制地進出、往返及經過該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物，旨在：
- (i) 視察與檢驗按本特別條款第(a)(ii)、(c)及(d)款進行的任何工程；
 - (ii) 按本特別條款第(e)款進行任何工程；及
 - (iii) 在按本特別條款第(g)款把交付AMR外站予水務監督後，視察、操作、保養、維修、翻新、移除、更換及重新發展AMR外站。
- (g) 買方須在被水務監督要求時及於水務監督訂明之時間內將AMR外站交付予水務監督，而水務監督無需支付任何費用或賠償，惟水務監督沒有責任應買方的要求接管AMR外站，但水務監督可在其絕對酌情認為合適時接管AMR外站。
- (h) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款第(a)(ii)、(c)、(d)及(f)款的責任或進行本特別條款第(e)款的工程或政府、水務監督及其人員、承辦商、代理人、工人及水務監督授權的任何人士行使本特別條款第(f)款賦予的任何權利引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (i) 買方須就提供、安裝、維修、保養及管理AMR外站或按本特別條款第(e)款進行的工程直接或間接產生或有關之一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序向政府彌償並使其獲得彌償。
- (j) 就本特別條款第(a)、(b)、(c)及(g)款而言，「買方」一詞不包括其受讓人。

24. 批地文件特別條款第(44)條規定：

未經署長事先書面批准，不得在該地段使用碎石機。

- (a) 買方須在批地文件之日起的六個曆月或署長批准的其他期限內，自費提交或促使他人提交一份發展該地段的噪音影響評估(以下簡稱「噪音影響評估」)予署長作書面審批，在一切方面使署長滿意。噪音影響評估須載有(除其他事項外)署長要求的資料及詳情，包括但不限於所有因發展該地段可能產生的不利的噪音影響和採取適當的噪音緩解措施、改善工程及其他措施及工程(以下簡稱「噪音緩解措施」)的建議。
- (b) 買方須在署長指定的期限內自費進行與實施署長按照本特別條款第(a)款批准的噪音影響評估內所建議的噪音緩解措施(以下簡稱「經批准噪音緩解措施」)，在一切方面使署長滿意。
- (c) 噪音影響評估獲署長書面批准前，不得在該地段或其任何部分展開任何建築工程(批地文件特別條款第(1)(b)條所指的拆卸和移除工程、地盤平整工程及土地勘測除外)。
- (d) 為免存疑及在不影響批地文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意買方須獨自負責並自費進行及實施經批准噪音緩解措施，在一切方面使署長滿意。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任或其他原因而引起或附帶造成的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

25. 批地文件特別條款第(45)條規定：

倘若經批准噪音緩解措施包括在該地段上搭建或建造伸展超出該地段的邊界而達任何毗連政府土地上方及之上的隔音屏障(以下簡稱「隔音屏障」)，以下條件適用：

- (a) 買方須按建築事務監督批准的圖則自費設計、搭建及建造隔音屏障，在一切方面符合《建築物條例》、其下的任何規例及任何修訂法例；
- (b) 不得在毗連該地段的任何政府土地之上、上面或之下為隔音屏障豎設地基或承托物；
- (c) 未經署長的事先書面批准，不得在隔音屏障或其任何部分之處或之上作出任何更改、增建、更換或附加裝置；
- (d) 買方須在所有時候自費維護、保養及維修隔音屏障或(如獲署長批准)任何替代物，使其保持良好及修繕妥當的狀態，在一切方面使署長滿意。如因按本特別條款進行任何工程需要實施臨時交通封路或改道，開展工程前必須就臨時交通安排獲得運輸署署長的書面批准；
- (e) 隔音屏障不得用作隔音屏障以外的任何其他用途。未經署長的事先書面同意，買方不得使用或容許或允許他人使用隔音屏障或其任何部分張貼廣告或展示任何招牌、告示或海報；
- (f) 經署長事先書面批准，買方、其承辦商、代理人、工人及任何買方授權的其他人士可獲准攜同或不攜同工具、設備、機械、機器或車輛進入毗連該地段的政府土地，按照本特別條款進行伸越至毗連政府土地上之隔音屏障部分之工程；
- (g) 買方須在所有時候採取必要的預防措施，避免因隔音屏障或其任何部分的搭建、建造、存在、維修、保養、更改、加建、更換、附加、使用、拆卸或移除而對任何毗連該地段及隔音屏障之政府土地或進入或使用毗連該地段及隔音屏障的政府土地之任何人士或車輛造成任何損害或損傷；
- (h) 署長有權在任何時候絕對酌情決定向買方發出書面通知，要求買方在收到該書面通知後及在通知日起的六個曆月內拆卸與移除伸展至政府土地的隔音屏障部分，不能設置任何替代物。當收到該書面通知，買方須在上述書面通知指定的期限內自費拆卸與移除上述隔音屏障部分，在一切方面使署長滿意；
- (i) 倘若買方未能履行本特別條款下的責任，署長可進行所需工程及買方須應要求向署長支付相等於該等工程費用的金額，該金額由署長決定，署長的決定為最終決定並對買方有約束力；
- (j) 買方須在所有時候允許署長、其人員、承辦商、工人及任何署長授權的其他人士攜同或不攜同工具、設備、機械、機器或車輛自由和不受限制地進出、往返及經過該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物，以視察、檢查和監督按本特別條款第(a)、(d)及(h)款規定進行的任何工程及進行本特別條款第(i)款的任何工程或任何署長認為必要的其他工程；
- (k) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任、署長行使本特別條款第(j)款的進入權利或進行本特別條款第(i)款的任何工程或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償；
- (l) 買方須就買方履行本特別條款的責任或進行本特別條款第(i)款的任何工程直接或間接所引致或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序向政府作出彌償及使其獲得彌償。

26. 批地文件特別條款第(46)條規定：

- (a) 買方須於批地文件之日起的六個曆月或署長批准的其他期限內，自費向環境保護署署長提交或促使他人提交一份發展該地段的空氣質素影響評估(以下簡稱「空氣質素影響評估」)以供其書面審批，一切方面使環境保護署署長滿意。空氣質素影響評估須載有(除其他事項外)環境保護署署長要求的資料及詳情，包括但不限於與所有來自附近源頭對空氣質素的負面影響例如附近道路的汽車排放及緩解措施、改善工程及其他措施及工程的建議，以符合《空氣污染管制條例》、其下的任何規例及任何修訂法例規定的空氣質素指標。
- (b) 買方須自費並於環境保護署署長訂明的期限內進行及實施經環境保護署署長批准的空氣質素影響評估所載的建議，在一切方面使環境保護署署長滿意。
- (c) 空氣質素影響評估獲環境保護署署長書面批准前，不得在該地段或其任何部分展開任何工程(批地文件特別條款第(1)(b)條提述的拆卸及移除工程、地盤平整工程及土地勘測除外)。
- (d) 為免存疑及在不影響批地文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意買方須獨自負責並自費進行及實施經環境保護署署長批核的空氣質素影響評估所載的建議，在一切方面使環境保護署署長滿意。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

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27. 批地文件特別條款第(47)條規定：
- (a) 買方須在批地文件之日起的六個曆月或署長批准的其他期限內，自費向環境保護署署長提交或促使他人提交一份發展該地段的排污影響評估(以下簡稱「排污影響評估」)以供其書面審批，在一切方面使環境保護署署長滿意。排污影響評估須載有(除其他事項外)環境保護署署長要求的資料及詳情，包括但不限於所有因發展該地段可能引起的不利的排污影響及緩解措施、改善工程及其他措施及工程的建議。
 - (b) 買方須自費並於環境保護署署長指定的期限內進行及實施經環境保護署署長批准的排水影響評估所載的建議，在一切方面使環境保護署署長及渠務署署長滿意。
 - (c) 排污影響評估的技術方面須由香港工程師學會會員以土木工程為專業學科或特許土木工程師負責。
 - (d) 排污影響評估獲環境保護署署長書面批准前，不得在該地段或其任何部分展開任何建築工程(批地文件特別條款第(1)(b)條提述的拆卸及移除工程、地盤平整工程及土地勘測除外)。
 - (e) 為免存疑及在不影響批地文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意買方須獨自負責並自費進行及實施經環境保護署署長批准的排污影響評估所載的建議，在一切方面使環境保護署署長及渠務署署長滿意。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
28. 特別條款第(48)條規定：
- 買方須在批地文件授予的租契年期期間，於收到政府的書面通知時允許政府及其員工、承辦商、代理人、工人及政府授權的任何人士攜同或不攜同工具、設備、機器、機械或汽車，讓所有政府車輛及行人有權自由及不受限制地進出、往返及經過粉紅色加黑斜線及黑點範圍，以視察、檢查及保養可能在該地段附近興建的環保連接系統。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、其人員、承辦商、代理人、工人及政府授權的任何人士行使本特別條款的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
29. 特別條款第(49)條規定：
- (a) 買方特此承認在批地文件之日於毗連該地段的擬建道路D3下的地層由一部分現存的啟德發展區區域供冷系統設施所佔用，包括但不限於海水泵房及海水溝渠(以下簡稱「地下區域供冷系統設施」)。
 - (b) 受限於本特別條款第(e)款，除非獲得到機電工程署署長事先書面批准(機電工程署署長可以其絕對酌情權就該批准附加其認為合適的條款及條件或拒絕批准)，不得在香港主水平基準以上3.35米和香港主水平基準以下17.85米之間及於批地文件夾附的圖則上顯示並標明的A點和B點之間離粉紅色加黑斜線加黑點範圍的邊界線起1.5米內位置到紅色虛線之地下區域供冷系統設施的保護區域(以下簡稱「保護區域」)上、上方、之上、下方、之下或之內豎立或建造或設置任何建築物或構築物或任何建築物或構築物的承托物。倘若機電工程署署長要求，買方須自費及在機電工程署署長指定的期限內或應其要求的緊急情況下，移除或拆卸所有或任何於保護區域上、上方、之上、下方、之下或之內豎立或建造或設置的建築物或構築物或任何建築物或構築物的承托物，並於其後修復受該等拆卸或移除工程影響的保護區域，在一切方面使機電工程署署長滿意。如果買方在機電工程署署長規定的時限內或應其要求的緊急情況下未能進行該等移除、拆卸或修復工程，機電工程署署長可進行其認為必要的移除、拆卸或修復工程，而買方須應要求向政府支付該等工程的費用。
 - (c) 買方須於批地文件授予的租契年期期間之所有時候允許機電工程署署長及其人員、承辦商、代理人、工人及機電工程署署長授權的任何人士攜同或不攜同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、往返及經過該地段或其任何部分及已建或擬建於該地段上的一幢或多幢建築物，以進行任何與地下區域供冷系統設施有關的工程。
 - (d) 買方不得以任何方式干擾地下區域供冷系統設施的使用、運作及保養，政府就任何機電工程署署長認為(機電工程署署長作出的決定為最終決定及對買方有約束力)是由買方、其承辦商、代理人、工人或買方授權的任何人士對地下區域供冷系統設施或其任何部分造成的損害或阻礙將予以修復，費用一概由買方負責，買方須應要求向政府支付相等於該費用的金額，支付金額由機電工程署署長決定，其決定為最終決定及對買方有約束力。
 - (e) 經機電工程署署長書面批准，買方可以在保護區域上、下方、之下或之內挖掘及鋪設和保養其中的地腳及地基，不論是以混凝土、鋼、磚、石或其他材料所建造，惟前提是機電工程署署長信納該等工程不會影響或干擾地下區域供冷系統設施或其任何部分。
 - (f) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因機電工程署署長及其人員、承辦商、代理人、工人及機電工程署署長授權的任何人士行使本特別條款的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

- 備註:
- 1. 除非另有說明，批地文件的摘要內使用的所有詞語和詞句具有批地文件內賦予該等詞語和詞句的相同意義。
 - 2. 請參閱批地文件以了解全部詳情。批地文件的文本在售樓處的開放時間內可供免費查閱，並可在支付所需的影印費用後獲取副本。

備註: 按照地政總署九龍東區地政處於2020年11月9日發出的信函：

(a) 批地文件特別條款第(2)(a)(i)及(2)(g)(iv)條中提及的日期已更改為2023年6月30日；及

(b) 批地文件特別條款第(5)、(26)(g)(i)及(43)(a)條中提及的日期已更改為2025年6月30日。

批地文件的摘要

SUMMARY OF LAND GRANT

1. The development is constructed on New Kowloon Inland Lot No.6552 (“the lot”) which is held under the Agreement and Conditions of Sale dated 4th June 2019 registered in the Land Registry as Conditions of Sale No.20343 (“the Land Grant”).
2. The lot is granted for a term of 50 years commencing from 4th June 2019.
3. General Condition No.7 of the Land Grant stipulates that:
 - (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design, disposition and height and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
4. Special Condition No.(4) of the Land Grant stipulates that:
 - (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Yellow Areas and the Yellow Hatched Black Area (hereinafter referred to as “Landscape Master Plan”) in compliance with the requirements stipulated in sub-clauses (b) and (c) of this Special Condition. No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Yellow Areas and the Yellow Hatched Black Area until the Landscape Master Plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No.(7) of the Land Grant.
 - (b) The Landscape Master Plan shall be at a scale of 1:200 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.
 - (c) Not less than 36% of the Yellow Areas and the Yellow Hatched Black Area shall be planted with trees, shrubs or other plants. The decision of the Director on which landscaping works proposed by the Purchaser constitute the 36% referred to in this sub-clause (c) shall be final and binding on the Purchaser. 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. For the avoidance of doubt, the landscaping works provided under this sub-clause (c) shall not form part of the Greenery Area referred to in Special Condition No.(8)(b)(ii) of the Land Grant.
 - (d) The Purchaser shall at his own expense landscape the Yellow Areas and the Yellow Hatched Black Area in accordance with the approved Landscape Master Plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved Landscape Master Plan shall be made without the prior written consent of the Director.
 - (e) Without prejudice to the generality of Special Condition No.(2)(d) of the Land Grant, the Purchaser shall at his own expense keep and maintain the landscaping works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with Special Condition No.(2)(g)(iv) of the Land Grant.
5. Special Condition No.(5) of the Land Grant stipulates that:

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2024*.
6. Special Condition No.(6) of the Land Grant stipulates that:
 - (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding office, godown, hotel and petrol filling station) purposes.
 - (b) Other than the First Pedestrian Walkway (as defined in Special Condition No.(10)(b) of the Land Grant), any building or buildings erected or to be erected on the area shown coloured pink on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Area”) shall not be used for any purpose other than for private residential purposes.
7. Special Condition No.(7) 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.
8. Special Condition No.(8) 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 (hereinafter referred to as “the Landscape Plan for the Lot”) in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
 - (b)
 - (i) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.
 - (ii) Not less than 66% of the 30% 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) Without prejudice to sub-clause (b)(ii) of this Special Condition, the Greenery Area or any part or parts thereof shall be provided within such portions of the areas shown coloured pink hatched black and pink hatched black stippled black on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Hatched Black Areas” and “the Pink Hatched Black Stippled Black Area” respectively) located within 3 metres from the boundary of the lot between the points B and C shown and marked on the plan annexed to the Land Grant.
 - (iv) Not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (b)(i) of this Special Condition.
 - (v) The decision of the Director as to which landscaping works proposed by the Purchaser constitute the 30% referred to in sub-clause (b)(i) of this Special Condition, whether the provision of the Greenery Area has been complied with in accordance with sub-clause (b)(ii) of this Special Condition and which area constitutes the roof area of any building or buildings referred to in sub-clause (b)(iv) of this Special Condition shall be final and binding on the Purchaser.
 - (vi) 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 for the Lot in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved Landscape Plan for the Lot 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.(23)(a)(v) of the Land Grant.
9. Special Condition No.(26) of the Land Grant stipulates that:
 - (a)
 - (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Residential Parking Spaces”) at 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 16.7 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.5 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.2 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.2 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.9 residential unit or part thereof
Not less than 160 square metres	One space for every 0.7 residential unit or part thereof

- (II) where 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, 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; and
 - (C) two spaces for each such house where its gross floor area is not less than 220 square metres.
- If the respective number of spaces to be provided under sub-clauses (a)(i)(I) or (a)(i)(II)(B) of this Special Condition is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a block or blocks of residential units, 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. For the avoidance of doubt, any RCHE or RCHD or any part thereof shall not be regarded as a residential unit or residential units for the purpose of Special Conditions Nos.(26), (27) and (28) of the Land Grant.
- (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 in 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.(9)(a)(iii) of the Land Grant; 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 residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(9)(a)(iii) of the Land Grant (which residential common area is hereinafter referred to as “the Residential Common Area”) shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area x (The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition / The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition)

- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:
 - (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 5 spaces for every block of residential units; or
 - (II) at such other rates as may be approved by the Director.
- If the number of spaces to be provided under this sub-clause (a)(iii)(II) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a block or blocks of residential units, 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) (as may be varied under Special Condition No.(28) of the Land Grant) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause (b)(i) is a decimal number, the same shall be rounded up to the next whole number.
 - (ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.
 - (iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (b)(i) (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clause (a)(iii) 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 or designated are hereinafter referred to as “the Parking Spaces for 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 and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.
 - (ii) The Parking Spaces for 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 or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:

- (l) one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”) and for the purpose of this sub-clause (d)(i)(l), 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; and 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; and
 - (ll) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant).
- provided that if the respective number of spaces to be provided under sub-clauses (d)(i)(l) or (d)(i)(ll) of this Special Condition is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
 - (iii) The spaces provided under sub-clause (d)(i)(ll) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 30 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. Such spaces (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the purpose set out in this sub-clause (e). If the number of spaces to be provided under this sub-clause (e) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (e), 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.
 - (f) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a)(i) and (b)(i) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clause (a)(iii) 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 Disabled Persons shall be as the Building Authority may require and approve.
 - (iii) Each of the spaces provided under sub-clause (d)(i) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
 - (iv) Each of the spaces provided under sub-clause (e) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall be of such dimensions as may be approved in writing by the Director.
- (f) The Purchaser shall:
 - (i) on or before the 31st day of December, 2024* or such other date as may be approved by the Director, at the Purchaser’s own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:
 - (l) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a)(i), (b) and (d) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clauses (a)(iii) and (c) of this Special Condition; and

- (ll) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (g)(i)(l) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a)(i) and (b) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clauses (a)(iii) and (c) of this Special Condition with at least one electric vehicle medium charger for each of such parking spaces; and
 - (ii) throughout the term agreed to be granted by the Land Grant, at the Purchaser’s own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities and electric vehicle medium chargers provided and installed under sub-clauses (g)(i)(l) and (g)(i)(ll) of this Special Condition in good repair and operational condition.
10. Special Condition No.(27) of the Land Grant stipulates that:
- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
 - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. If the number of spaces to be provided under this sub-clause (a)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a block or blocks of residential units, 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; and
 - (ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes subject to a minimum of one space being provided.
 - (b) Each of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) 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.
 - (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant), any floor area to be used for parking, loading and unloading purposes shall be excluded.
11. Special Condition No.(28) of the Land Grant stipulates that:
- (a) Notwithstanding Special Conditions Nos.(26)(a)(i), (26)(b)(i), (26)(d)(i), (26)(e), (27)(a)(i) and (27)(a)(ii) of the Land Grant, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
 - (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under Special Conditions Nos.(26)(a)(i)(l) and (26)(d)(i)(l) of the Land Grant (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.
12. Special Condition No.(29)(a) of the Land Grant stipulates that:
- The spaces to be provided within the lot in accordance with Special Conditions Nos.(26)(a)(i), (26)(b)(i), (26)(d)(i), (27)(a)(i) and (27)(a)(ii) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant) and Special Conditions Nos.(26)(a)(iii) and (26)(c)(i) of the Land Grant shall not be provided in any part or parts of the lot or in any part or parts of any building or buildings erected or to be erected on the lot except below the ground level of the lot.
13. Special Condition No.(30) of the Land Grant stipulates that:
- (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:

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- (i) assigned except:
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot.
 - (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 Residential 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.
14. Special Condition No.(31) of the Land Grant stipulates that:
The spaces provided within the lot in accordance with Special Conditions Nos.(26)(e) and (27)(a)(i) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant) and Special Condition No.(26)(a)(iii) of the Land Grant and those of the Parking Spaces for Disabled Persons provided out of Special Condition No.(26)(a)(i)(I) of the Land Grant (as may be varied under Special Condition No.(28) of the Land Grant) shall be designated as and form part of the Common Areas.
15. Special Condition No.(33) 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.
16. Special Condition No.(34) 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 agreed to be granted by the Land Grant 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.(33) of the Land Grant.
 - (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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.
 - (d) In addition to any other rights or remedies in the Land Grant provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply
- with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
17. Special Condition No.(35) of the Land Grant stipulates that:
No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.
18. Special Condition No.(36) of the Land Grant stipulates that:
Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.
19. Special Condition No.(37) 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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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.
20. Special Condition No.(38) 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 Yellow Areas, the Yellow Hatched 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 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 and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them or of 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 Yellow Areas, the Yellow Hatched 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.

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21. Special Condition No.(39) of the Land Grant stipulates that:

- (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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 and 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.

22. Special Condition No.(42) 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.

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

- (a) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority:
 - (i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as "AMR") outstation or outstations on the lot or any part thereof which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and
 - (ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the AMR Outstation(s)") for all AMR meters including meters for fresh water supply for individual consumers, master meters or check meters for fresh water supply, flushing water supply and fire service supply, and other additional meters for various water supplies as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:
 - (I) the necessary cable conduits and cables;
 - (II) AMR panel(s) in which the AMR equipment is installed; and
 - (III) other facilities and associated equipment.

For the purpose of this sub-clause (a)(ii), the expression "consumer" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

- (b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.
- (c) The Purchaser shall throughout the term agreed to be granted by the Land Grant, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or

disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.

- (e) In the event of non-fulfilment of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.
 - (f) The Purchaser shall, at all times throughout the term agreed to be granted by the Land Grant, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:
 - (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;
 - (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
 - (iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
 - (g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.
 - (h) The Government shall have no responsibility or 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-clauses (a)(ii), (c), (d) and (f) of this Special Condition or the carrying out of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) 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.
 - (i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.
 - (j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns.
24. Special Condition No.(44) of the Land Grant stipulates that:
- (a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his approval in writing a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works (hereinafter referred to as "the Noise Mitigation Measures").
 - (b) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director, carry out and implement the Noise Mitigation Measures contained in the NIA as approved by the Director under sub-clause (a) of this Special Condition (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.
 - (c) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) 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 avoidance of doubt and without prejudice to the generality of General Condition No.5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the Approved Noise Mitigation Measures in all respects to the satisfaction

of the Director. The Government shall have no responsibility or 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 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.

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

In the event that the Approved Noise Mitigation Measures comprise the erection or construction of a noise barrier or noise barriers on the lot with projection extending beyond the boundary of the lot and over and above any adjoining Government land (hereinafter referred to as "the Noise Barrier"), the following conditions shall apply:

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director. If temporary road closure or traffic diversion shall be required for carrying out any works under this Special Condition, written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than noise barrier. Except with the prior written consent of the Director, the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, agents, workmen and any persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any works under this Special Condition in relation to the part or parts of the Noise Barrier projecting over the Government land;
- (g) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, repair, maintenance, alteration, addition, replacement, attachment, use, demolition or removal of the Noise Barrier or any part or parts thereof;
- (h) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within 6 calendar months from the date of the written notice. Upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (i) in the event of non-fulfilment of the Purchaser's obligations under this Special Condition, the Government may carry out the necessary works and the Purchaser shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser;
- (j) the Purchaser shall at all times permit the Director, his officers, contractors, agents, workmen and any persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (h) of this Special Condition and carrying out any works in accordance with sub-clause (i) of this Special Condition or any other works which the Director may consider necessary;
- (k) the Government shall have no responsibility or 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 this Special Condition, the exercise by the Director of the right of entry under sub-clause (j) of this Special Condition or the carrying out of any works under sub-clause (i) 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; and
- (l) the Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether

directly or indirectly out of or in connection with the fulfilment of the Purchaser's obligations under this Special Condition or the carrying out of the works under sub-clause (i) of this Special Condition.

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

- (a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director at the Purchaser's 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 an air quality impact assessment (hereinafter referred to as "the Air Quality Impact Assessment") on the development of the lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse air quality impacts from the nearby sources such as vehicle emissions from nearby roads and recommendations for mitigation measures, improvement works and other measures and works to comply with the Air Quality Objectives as stipulated in the Air Pollution Control Ordinance, any regulations made thereunder and any amending legislation.
- (b) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection, carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all aspects to the satisfaction of the Director of Environmental Protection.
- (c) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the Air Quality Impact Assessment shall have been approved in writing by the Director of Environmental Protection.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government shall have no responsibility or 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 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.

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

- (a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Purchaser's 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 "the SIA") on the development of the lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts 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 carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.
- (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 the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) 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 the provisions of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government shall have no responsibility or 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 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.

28. Special Condition No.(48) of the Land Grant stipulates that:
The Purchaser shall throughout the term agreed to be granted by the Land Grant upon receiving prior written notice from the Government permit the Government and its officers, contractors, agents, workmen and any persons authorized by the Government with or without tools, equipment, plant machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Pink Hatched Black Stippled Black Area for all Government vehicular and pedestrian access for the purpose of inspecting, checking and maintaining the Environmentally Friendly Linkage System that may be constructed near the lot. The Government shall have no responsibility or 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 exercise of the rights by the Government, its officers, contractors, agents, workmen and any persons authorized by the Government under 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.
29. Special Condition No.(49) of the Land Grant stipulates that:
- (a) The Purchaser hereby acknowledges that as at the date of the Land Grant, there are some existing facilities of the Kai Tak District Cooling System including but not limited to a seawater pumphouse and seawater culverts within the stratum of land below the Proposed Road D3 adjoining the lot (hereinafter referred to as “the Underground DCS Facilities”).
 - (b) Subject to sub-clause (e) of this Special Condition, except with the prior written consent of the Director of Electrical and Mechanical Services (who may give such consent subject to such terms and conditions as he sees fit or refuse it at his absolute discretion), no building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the protection zone of the Underground DCS Facilities between the level of 3.35 metres above the Hong Kong Principal Datum and the level of 17.85 metres below the Hong Kong Principal Datum and within 1.5 metres from the boundary line of the Pink Hatched Black Stippled Black Area between the points A and B to the red peck line shown and marked on the plan annexed to the Land Grant (hereinafter referred to as “the Protection Zone”). If and when required by the Director of Electrical and Mechanical Services, the Purchaser shall at his own expense, within the time limit specified by the Director of Electrical and Mechanical Services or as required by him in an emergency and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, remove or demolish all or any of the buildings or structures or supports for any building or structure erected or constructed or placed on, over, above, under, below or within the Protection Zone and thereafter reinstate the Protection Zone affected by such demolition or removal works. If the Purchaser fails to carry out such removal, demolition or reinstatement works within the time limit specified by the Director of Electrical and Mechanical Services or as required in an emergency, the Director of Electrical and Mechanical Services may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
 - (c) The Purchaser shall, at all times throughout the term agreed to be granted by the Land Grant, permit the Director of Electrical and Mechanical Services and his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of carrying out any works in connection with the Underground DCS Facilities.
 - (d) The Purchaser shall not interfere in any way with the use, operation and maintenance of the Underground DCS Facilities and any damage or obstruction which in the opinion of the Director of Electrical and Mechanical Services (whose opinion shall be final and binding on the Purchaser) has been caused by the Purchaser, his contractors, agents, workmen or any persons authorized by the Purchaser to the Underground DCS Facilities or any part or parts thereof shall be made good by the Government 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 of Electrical and Mechanical Services whose determination shall be final and binding on the Purchaser.
 - (e) The Purchaser may excavate on, under, below or within the Protection Zone and lay and maintain therein footings and foundations, whether of concrete, steel, brick, stone or otherwise as may be approved in writing by the Director of Electrical and Mechanical Services if the Director of Electrical and Mechanical Services is satisfied that such works shall not affect or interfere with the Underground DCS Facilities or any part or parts thereof.
 - (f) The Government shall have no responsibility or 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 exercise of the rights by the Director of Electrical and Mechanical Services, his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services under 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.

- Remarks:
- 1. Unless otherwise specified, all terms and expressions used in this Summary of Land Grant section shall have the same meanings as ascribed to them in the Land Grant.
 - 2. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

*Note: Pursuant to the letter from the District Lands Office/Kowloon East of the Lands Department dated 9th November 2020:-

- (a) the dates in Special Conditions Nos.(2)(a)(i) and 2(g)(iv) of the Land Grant have been amended to the 30th day of June 2023; and
- (b) the dates in Special Conditions Nos.(5), (26)(g)(i) and (43)(a) of the Land Grant have been amended to the 30th day of June 2025.

對買方的警告

WARNING TO PURCHASERS

1. 謹此建議買方聘用一間獨立的律師事務所(代表賣方行事者除外)，以在交易中代表買方行事。
2. (a) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
- (b) 如買方聘用代表賣方行事的律師事務所同時代表買方行事，而賣方與買方之間出現利益衝突 -
- (i) 該律師事務所可能不能夠保障你的利益；及
- (ii) 你可能要聘用一間獨立的律師事務所。
- (c) 如屬上述 2(b)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the Vendor) to act for the purchaser in relation to the transaction.
2. (a) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
- (b) If the purchaser instructs the firm of solicitors acting for the Vendor to act for the purchaser as well, and a conflict of interest arises between the Vendor and the purchaser -
- (i) that firm may not be able to protect the purchaser's interests; and
- (ii) the purchaser may have to instruct a separate firm of solicitors.
- (c) In the case of paragraph 2(b)(ii) above, the total solicitors’ fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

地稅

GOVERNMENT RENT

賣方有法律責任就車位繳付直至並包括該車位買賣完成日(即該車位轉讓契日期)之地稅。

The Vendor is liable for the Government rent payable for the parking space up to and including the date of completion of the sale and purchase of that parking space (i.e. the date of the assignment of that parking space).

買方的雜項付款
MISCELLANEOUS PAYMENTS BY PURCHASER

在向買方交付停車位在空置情況下的管有權時，買方須負責向賣方補還供給發展項目的公用部分之水、電力及氣體的按金(如有)，不管上述按金的金額在本車位銷售說明書的印製日期仍有待確定與否。

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor for the deposits (if any) for the supply of water, electricity and gas to the common parts of the Development, whether or not the amount of the deposits is yet to be ascertained at the date on which this sales brochure for parking space is printed.

欠妥之處的保養責任期
DEFECT LIABILITY WARRANTY PERIOD

凡買方所購的車位有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，按買賣合約的規定，則賣方在接獲買方在買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

The Vendor shall, as provided in the agreement for sale and purchase, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase, remedy any defects to the parking space purchased by the purchaser, caused otherwise than by the act or neglect of the purchaser.

不適用。

Not applicable.

附加資料

ADDITIONAL INFORMATION

1.

買方須與賣方於買賣合約（「買賣合約」）協議，除可用作按揭或押記外，買方不會於買賣合約之成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓車位，或轉售該車位，或轉移該車位的買賣合約的權益。
2.

如車位的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消買賣合約或買方於該買賣合約所承擔之責任，賣方有權保留相等於售價百份之五的款額。同時買方亦須額外付予賣方或付還賣方（視情況而定）全部就取消該買賣合約須付之律師費、收費及代墊付費用（包括任何印花稅）。
3.

已簽署買賣合約的買方有權要求查閱一份有關完成興建發展項目所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

1.

The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (the “ASP”) to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the parking space, sub-sell the parking space or transfer the benefit of the ASP of the parking space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
2.

If the Vendor, at the request of the purchaser of a parking space, agrees (at its own discretion) to cancel an ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of 5% of the purchase price and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
3.

A purchaser who has signed an ASP has a right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.

1. 發展項目及其周邊地區日後可能出現改變
2. 本車位銷售說明書印製日期：2023年3月24日

1. There may be future changes to the Development and the surrounding areas.
2. Date of printing of this Sales Brochure for Parking Space: 24 March 2023

EXAMINATION RECORD

檢視記錄

檢視 / 修改日期 Examination / Revision Date	所作修改 Revision Made	
	頁次 Page Number	所作修改 Revision Made
2023年8月30日 30 August 2023	4-6	更新發展項目中的停車位的樓面平面圖 Update floor plans of parking spaces in the development
2023年11月29日 29 November 2023	4-6	更新發展項目中的停車位的樓面平面圖 Update floor plans of parking spaces in the development
	8	更新公契的摘要 Update summary of deed of mutual covenant
2024年1月29日 29 January 2024	6	更新發展項目中的停車位的樓面平面圖 Update floor plans of parking spaces in the development
2024年2月23日 23 February 2024	1	更新賣方及有參與發展項目的其他人的資料 Update Information on vendor and others involved in the development
2024年3月26日 26 March 2024	4-6	更新發展項目中的停車位的樓面平面圖 Update floor plans of parking spaces in the development
2024年6月7日 7 June 2024	1	更新發展項目天瀧的資料 Update information on the development, The Knightsbridge
2024年8月30日 30 August 2024	1	更新發展項目天瀧的資料 Update information on the development, The Knightsbridge
	6	更新發展項目中的停車位的樓面平面圖 Update floor plans of parking spaces in the development

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