

Description of Residential Property 住宅物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 1 第1座	2/F 2樓	A	96.556 (1,039) Balcony 露台: -- (-) Utility Platform 工作平台: 1.500 (16)	-	-	-	37.716 (406)	-	-	-	-	-	-
		B	79.767 (859) Balcony 露台: -- (-) Utility Platform 工作平台: 1.500 (16)	-	-	-	37.391 (402)	-	-	-	-	-	-
	3/F 3樓	A	100.120 (1,078) Balcony 露台: 3.564 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	83.025 (894) Balcony 露台: 3.257 (35) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	5/F 5樓	A	100.120 (1,078) Balcony 露台: 3.564 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	31.199 (336)	-	-	-
		B	83.025 (894) Balcony 露台: 3.257 (35) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	29.659 (319)	-	-	-

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

Notes:

- The areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded to the nearest whole square foot, which may be slightly different from the area presented in square metres.
- There is no verandah in the residential properties in the Development.
- 4/F is omitted.

每個住宅物業的實用面積以及在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部分的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

- 上述以平方呎表述之面積是由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
- 發展項目的住宅物業並無陽台。
- 不設4樓。

Description of Residential Property 住宅物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	2/F 2樓	A	96.556 (1,039) Balcony 露台: -- (-) Utility Platform 工作平台: 1.500 (16)	-	-	-	31.724 (341)	-	-	-	-	-	-
		B	79.767 (859) Balcony 露台: -- (-) Utility Platform 工作平台: 1.500 (16)	-	-	-	37.311 (402)	-	-	-	-	-	-
	3/F 3樓	A	100.120 (1,078) Balcony 露台: 3.564 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	83.025 (894) Balcony 露台: 3.257 (35) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	5/F 5樓	A	100.120 (1,078) Balcony 露台: 3.564 (38) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	31.199 (336)	-	-	-
		B	83.025 (894) Balcony 露台: 3.257 (35) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	30.149 (325)	-	-	-

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

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Tower 3 第3座	G/F 地下	A	107.410 (1,156) Balcony 露台: -- (-) Utility Platform 工作平台: -- (-)	-	-	-	-	98.021 (1055)	-	-	-	-	-
		B	106.102 (1,142) Balcony 露台: -- (-) Utility Platform 工作平台: -- (-)	-	-	-	-	74.644 (803)	-	-	-	-	-
	1/F-3/F, 5/F 1樓至3樓、5樓	A	114.803 (1,236) Balcony 露台: 5.908 (64) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
		B	113.179 (1,218) Balcony 露台: 5.724 (62) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	6/F 6樓	A	114.803 (1,236) Balcony 露台: 5.908 (64) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	28.907 (311)	-	-	-
		B	113.179 (1,218) Balcony 露台: 5.724 (62) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	29.789 (321)	-	-	-

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

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Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 5 第5座	G/F 地下	A	146.018 (1,572) Balcony 露台: -- (-) Utility Platform 工作平台: -- (-)	-	-	-	-	80.143 (863)	-	-	-	-	-
	1/F-3/F, 5/F 1樓至3樓、5樓	A	153.495 (1,652) Balcony 露台: 4.625 (50) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	-	-	-	-	-
	6/F 6樓	A	153.495 (1,652) Balcony 露台: 4.625 (50) Utility Platform 工作平台: 1.500 (16)	-	-	-	-	-	36.670 (395)	-	-	-	-
Tower 6 第6座	B/F, G/F & 1/F 地庫、地下及1樓	A	164.613 (1,772) Balcony 露台: 2.707 (29) Utility Platform 工作平台: -- (-)	-	-	-	5.417 (58)	49.904 (537)	-	-	-	-	-
	2/F-3F 2樓至3樓	A	77.379 (833) Balcony 露台: 2.707 (29) Utility Platform 工作平台: -- (-)	-	-	-	-	-	-	-	-	-	-
	5/F & 6/F 5樓及6樓	A	150.960 (1,625) Balcony 露台: 5.414 (58) Utility Platform 工作平台: -- (-)	-	-	-	4.558 (49)	-	-	23.201 (250)	6.205 (67)	-	-

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

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每個住宅物業的實用面積以及在構成住宅物業的一部分的範圍內的露台、工作平台及陽台(如有)的樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部分的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

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- 發展項目的住宅物業並無陽台。
- 不設4樓。

Description of Residential Property 住宅物業的描述	Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台 (如有)) 平方米 (平方呎)	Area of other specified items (Not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Villa 1 洋房 1	214.041 (2,304) Balcony 露台 : 3.582 (39) Utility Platform 工作平台 : 1.500 (16)	-	-	-	3.4 (37)	36.111 (389)	12.500 (134)	69.794 (751)	4.299 (46)	-	-
Villa 2 洋房 2	204.000 (2,196) Balcony 露台 : 3.582 (39) Utility Platform 工作平台 : 1.500 (16)	-	-	-	4.523 (49)	57.171 (615)	12.500 (134)	64.931 (699)	4.299 (46)	-	-
Villa 3 洋房 3	204.263 (2,199) Balcony 露台 : 3.582 (39) Utility Platform 工作平台 : 1.500 (16)	-	-	-	4.523 (49)	52.247 (562)	12.500 (134)	64.931 (699)	4.299 (46)	-	-
Villa 5 洋房 5	203.965 (2,195) Balcony 露台 : 3.582 (39) Utility Platform 工作平台 : 1.500 (16)	-	-	-	4.523 (49)	49.840 (536)	12.500 (134)	64.931 (699)	4.299 (46)	-	-
Villa 6 洋房 6	208.383 (2,243) Balcony 露台 : 3.582 (39) Utility Platform 工作平台 : 1.500 (16)	-	-	-	4.523 (49)	52.916 (570)	12.500 (134)	64.931 (699)	4.299 (46)	-	-
Villa 8 洋房 8	293.774 (3,162) Balcony 露台 : 4.949 (53) Utility Platform 工作平台 : -- (--)	-	-	-	8.566 (92)	77.380 (833)	12.500 (134)	64.601 (695)	2.498 (27)	-	-

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

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2. There is no verandah in the residential properties in the Development.
3. Villa 4 and Villa 7 are omitted.

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

備註：

1. 上述以平方呎表述之面積由以平方米表述之面積以1平方米=10.764平方呎換算並四捨五入至整數平方呎之方法計算得出，與以平方米表述之面積可能有些微差異。
2. 發展項目的住宅物業並無陽台。
3. 不設洋房4及洋房7。

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

B/F Floor Plan
地庫樓面平面圖



Category, Number, Dimension and Area of Parking Spaces 停車位的類別、數目、尺寸及面積

Category of parking space 停車位類別		Number 數量	Dimensions of each parking space (W x L) (m) 每個停車位的尺寸(寬x長)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
Residential Parking Space 住宅停車位	Car Parking Space 停車位	35		
	Villa Parking Space in Villa 1, Villa 2, Villa 3, Villa 5, Villa 6 and Villa 8 洋房 1、洋房 2、洋房 3、洋房 5、洋房 6和洋房 8的洋房停車位	6	5.0 x 2.5	12.5
Visitors' Parking Space 訪客停車位		3	5.0 x 2.5	12.5
Motor Cycle Parking Space 電單車停車位		1	2.4 x 1.0	2.4
Accessible Parking Space 暢通易達停車位		1	5.0 x 3.5	17.5

Note:
Car Parking Spaces T04, T13, T14, T24 and T34 are omitted.

備註：
不設停車位 T04、T13、T14、T24及T34。

G/F Floor Plan
地下樓面平面圖



Category, Number, Dimension and Area of Parking Spaces 停車位的類別、數目、尺寸及面積

Category of parking space 停車位類別	Number 數量	Dimensions of each parking space (W x L) (m) 每個停車位的尺寸(寬 x 長)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
 Loading and Unloading Space 上落貨車位	3	11.0 x 3.5	38.5

1. A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase **(the “Preliminary Agreement”)**.
 2. The preliminary deposit paid by the purchaser on the signing of the Preliminary Agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the Preliminary Agreement:-
 - (i) the Preliminary Agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約(該「**臨時合約**」)時須支付款額為售價5%的臨時訂金。
 2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
 3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約：-
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

The Deed of Mutual Covenant and Management Agreement of the Development that has been executed (“DMC”) provides that:-

A. Common parts of the Development

- (i) “Carpark Common Areas and Facilities” means such areas and facilities of and in the Land and the Development for the common use and benefit of the Carpark as a whole or otherwise not of any individual Owner and includes :-
- (a) the whole of the Carpark except the Car Parking Spaces, the Visitors’ Carparking Spaces, the Villa Parking Spaces and the Motor Cycle Parking Space;
 - (b) driveway, ramp, electric vehicle charger room, sprinkler, hose reel; and
 - (c) such other areas and facilities of and in the Land and the Development designated as Carpark Common Areas and Facilities in accordance with the DMC,

which for the purposes of identification only are shown coloured Yellow on the DMC Plans annexed to the DMC, PROVIDED THAT where appropriate, if any parts of the Carpark:-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Building Management Ordinance (Cap. 344) (“the Ordinance”) and/or
- (ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities the Villa Common Areas and Facilities, the Tower Common Areas and Facilities and the Residential Common Areas and Facilities;

- (ii) “Car Parking Space” means a parking space (each of which is provided with Private Electric Vehicle Charging Facilities) in the Carpark (but shall exclude any Villa Parking Space) provided in accordance with Special Condition No.(25)(a)(i) of the Government Grant for the parking of motor vehicles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees as shown and delineated on the Building Plans, and for the purposes of identification only are marked respectively “T01” to T03; “T05” to “T12”; “T15” to T23; “T25” to “T33” and “T35” to “T40” on the Basement Floor Plan of the DMC Plans;
- (iii) “Common Areas and Facilities” means the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Villa Common Areas and Facilities, the Tower Common Areas and Facilities and the Carpark Common Areas and Facilities;
- (iv) “Common Electric Vehicle Charging Facilities” means all such facilities installed or to be installed in the Common Areas and Facilities for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance (Chapter 374) and parked at the Visitors’

Carparking Spaces, and such facilities shall include but not limited to such wires, cables, ducts, trunking, electrical vehicle chargers, electric meters, base box, socket outlet, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose;

- (v) “Development Common Areas and Facilities” means such areas and facilities of and in the Land and the Development intended for common use and benefit of the Development as a whole or otherwise not of any individual Owner and includes :-
 - (a) Part of the Covered Landscape Areas which are shown on the DMC Plans annexed to the DMC, the accuracy of such plans have been certified by the Authorized Person, and thereon coloured **Indigo with Black Dotted line and Indigo Cross-Hatched Black with Black Dotted line**;
 - (b) part of the Greenery Areas which are shown on the DMC Plans annexed to the DMC, the accuracy of such plans have been certified by the Authorized Person, and thereon coloured **Indigo Cross-Hatched Black**; and
 - (c) fan room, water meter cabinet, dog house for town gas, dog houses for smoke vent, inaccessible void, electrical ducts, electrical cabinet, dog houses, sprinkler inlet, sprinkler control valve set, fire services inlets, Loading and Unloading Spaces, master meter room, transformer room, fire services control room, telecommunications and broadcasting services room, store, the areas for the installation or use of telecommunication network facilities, refuse storage and material recovery chambers, electrical rooms, extra low voltage room, low voltage switch room, street fire hydrant water tank, street fire hydrant pump room, CCTV Imaging Device, lift pit zones, lift lobbies, lifts, lift shafts, staircases and protected lobbies, fire services water tank, fire services water pump rooms, potable water pump room for tower and irrigation pump room, access to B/F street fire hydrant water pump room, air ducts, pipe ducts, sewage treatment plant room, automatic meter reading room, exhaust fan room, sprinkler water pump room, sprinkler water tank, flushing water pump room for towers and cleansing water pump room, owners’ committee meeting room, office accommodation for watchmen and caretakers, electric rooms, electric vehicle charger room & Tower 5 electric room, space for maintenance of pipes, planting areas, inaccessible flat roofs and hose reels; and
 - (d) such other areas and facilities of and in the Land and the Development designated as Development Common Areas and Facilities in accordance with the DMC,

which are for the purposes of identification only shown coloured **Indigo with Black Dotted line, Indigo, Indigo Cross-Hatched Black and Indigo Cross-Hatched Black with Black Dotted line** on the DMC Plans (certified as to their accuracy by the Authorized Person) annexed to the DMC, PROVIDED THAT where appropriate, if any parts of the Development other than the Carpark and the Residential Accommodation :-

- (i) are covered by paragraph (a) of the definition of “common parts” set out in section 2 of the Ordinance and/or
- (ii) fall within the categories as specified in Schedule 1 to the Ordinance and included under paragraph (b) of the definition of “common parts” set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas and Facilities, but shall exclude the Residential Common Areas and Facilities, the Tower Common Areas and Facilities, the Villa Common Areas and Facilities and the Carpark Common Areas and Facilities;

- (vi) "Land" means all that piece or parcel of land registered in the Land Registry as The Remaining Portion of Lot No.1003 in Demarcation District No.214;
- (vii) "Motor Cycle Parking Space" means a parking space in the Carpark provided in accordance with Special Condition No.(25)(c)(i) of the Government Grant for the parking of motor cycles belonging to the residents of the Residential Units and their bona fide guests, visitors or invitees as shown and delineated on the Building Plans, and for the purposes of identification only is marked "M01" on the Basement Floor Plan of the DMC Plans;
- (viii) "Private Electric Vehicle Charging Facilities" means all such facilities installed or to be installed in (a) the Villa for serving the Villa Parking Space exclusively; or (b) the Common Areas and Facilities for serving the Car Parking Spaces situated within the Carpark exclusively for the purpose of or in relation to the charging of electric motor vehicles licensed under the Road Traffic Ordinance parking at such Villa Parking Space or Car Parking Spaces; such facilities shall include but not limited to such wires, cables, ducts, trunking, electric meter, base box, socket outlets, locks, covers and such other security and/or protective devices, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.
- (ix) "Recreational Facilities" means the recreational facilities and facilities ancillary thereto including stores, air-conditioning plant room, swimming pool, gymnasium room, multi-function room, lavatories, unisex accessible toilets, lift lobby constructed or to be constructed for the common use and benefit of all the residents of the Residential Units and their bona fide visitors;
- (x) "Residential Accommodation" means the Towers Accommodation and the Villa Accommodation;
- (xi) "Residential Common Areas and Facilities" means such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner and includes:-
- (a) part of the Covered Landscape Areas which are shown on the DMC Plans annexed to the DMC, the accuracy of such plans have been certified by the Authorized Person, and thereon coloured **Green with Black Dotted line and Green Cross-Hatched Black with Black Dotted line;**
 - (b) Visitors' Carparking Spaces;
 - (c) such part of the Greenery Areas which are shown on the DMC Plans annexed to the DMC, the accuracy of such plans have been certified by the Authorized Person, and thereon coloured **Green Cross-Hatched Black;**
 - (d) the Common Electric Vehicle Charging Facilities and Recreational Facilities;

- (e) Water meter cabinet, aluminium architectural features, metal grille decorative louvre, flushing water pump room, staircase and protected lobby, irrigation points, planting areas, inaccessible flat roof, the areas for the installation or use of aerial broadcast distribution, hose reels and stairways to Recreational Facilities; and
- (f) such other areas and facilities of and in the Land and the Development designated as Residential Common Areas and Facilities in accordance with the DMC,

which for the purposes of identification only are shown coloured **Green with Black Dotted line, Green, Green Cross-Hatched Black and Green Cross-Hatched Black with Black Dotted line** on the DMC Plans annexed to the DMC, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation:-

- (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Tower Common Areas and Facilities, the Villa Common Areas and Facilities and the Carpark Common Areas and Facilities;

- (xii) "Sub-Deed" means any sub-deed of mutual covenant to be entered into in respect of any part of the Land and the Development.
- (xiii) "Towers Accommodation" means the 5 towers erected or in the course of being erected on the Land and designated as "Tower 1", "Tower 2", "Tower 3", "Tower 5" and "Tower 6" and designated as being for private residential purposes;
- (xiv) "Tower Common Areas and Facilities" means such areas and facilities of and in the Land and the Development intended for the benefit of the Towers Accommodation as a whole or otherwise not of any individual Owner and includes:-
- (a) refuse storage and material recovery chambers, water meter cabinets, sprinkler water tank, entrance lobbies, lifts, lift shafts, lift lobbies, electric rooms, pipe ducts, fire services water tanks, fire services water pump rooms, potable pump rooms, flat roofs, common roofs, common roofs (refuge roofs), light wells, fire hydrants, hose reels, inaccessible flat roofs, external drainage pipes enclosed by architectural features, spaces for maintenance of pipes, electric ducts, electrical ducts, fire services inlet, sprinkler inlet, sprinkler control valve set, fire services duct, electrical cabinet, electrical meter cabinet, electric meter cabinet, air conditioning units, reinforced concrete plinth for building maintenance units, canopies, reinforced concrete canopies, staircases, landings, lift machine rooms architectural features, aluminium architectural features, planting area and air ducts;

- (b) the external walls (including for the avoidance of doubt, curtain walls or any part thereof (together with all fixed windows of the curtain walls, the window frames of such fixed windows and the sealant around the window frames of such fixed windows and such other components of the curtain wall, but excluding (i) all openable windows of the curtain walls, (ii) the window frames of such openable windows, (iii) the sealant around the window frames of such openable windows, (iv) related hinges fixing such openable windows onto the fixed windows of the curtain walls and (v) such other components of such openable windows) and architectural features (if any) of the Towers Accommodation;
- (c) Part of Greenery Area (as defined in the DMC) which are shown on the DMC Plans annexed to the DMC, the accuracy of such plans have been certified by the Authorized Person, and thereon coloured **Pink Cross-Hatched Black**; and
- (d) such other areas and facilities of and in the Land and the Development designated as Tower Common Areas and Facilities in accordance with the DMC

which for the purposes of identification only are shown coloured **Pink and Pink Cross-Hatched Black** on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Residential Accommodation:-

- (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Tower Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Villa Common Areas and Facilities and the Carpark Common Areas and Facilities;

- (xv) "Villa Accommodation" means such portion of the Development on which 6 Villas are erected which is comprised of Villas Nos.1, 2, 3, 5, 6 and 8 of the Development;
- (xvi) "Villa Common Areas and Facilities" means such areas and facilities of and in the Land and the Development intended for the benefit of the Residential Accommodation as a whole or otherwise not of any individual Owner and includes:-
 - (a) potable and flushing water pump room (all villas), staircases, flushing water tank room (all villas), potable water tank room (all villas) and water meter cabinet; and
 - (b) such other areas and facilities of and in the Land and the Development designated as Villa Common Areas and Facilities in accordance with the DMC

which for the purposes of identification only are shown coloured **Violet** on the DMC Plans, PROVIDED THAT where appropriate, if any parts of the Villa Accommodation:-

- (i) are covered by paragraph (a) of the definition of "common parts" set out in section 2 of the Ordinance and/or
- (ii) fall within the categories as specified in the Schedule 1 to the Ordinance and included under paragraph (b) of the definition of "common parts" set out in section 2 of the Ordinance,

then such parts shall be deemed to have been included as, and shall form part of, the Villa Common Areas and Facilities, but shall exclude the Development Common Areas and Facilities, the Residential Common Areas and Facilities, the Tower Common Areas and Facilities and the Carpark Common Areas and Facilities;

- (xvii) "Villa Parking Space" means a parking space (each of which is provided with Private Electric Vehicle Charging Facilities) in the Villa provided pursuant to Special Condition No.(25)(a)(i) of the Government Grant forming part of a Villa for the parking of motor vehicles belonging to the residents of the Villa and their bona fide guests, visitors or invitees;
- (xviii) "Visitors' Carparking Spaces" means the four carparking spaces (one of which being the Accessible Parking Space) designated as being for the parking of motor vehicles belonging to the bona fide guests, visitors or invitees of the residents of the Development provided pursuant to Special Condition No.(25)(a)(iii) of the Government Grant;
- (xix) The Owners shall not convert any part of the Common Areas and Facilities to his own use or his own benefit unless approved by the Owners' Committee.
- (xx) The Owners shall not obstruct the Common Areas and Facilities nor do anything in the Common Areas and Facilities as may be or become a nuisance to any other Owners or occupiers of the Development.
- (xxi) The Common Areas and Facilities shall be under the exclusive control of the Manager, who is appointed to act as agent for and on behalf of all Owners duly authorized in accordance with the provisions of the DMC in respect of any matter concerning that Common Areas and Facilities.

B. Number of undivided shares assigned to each residential property in the Development

(A) Villas

Villa	Undivided Shares
Villa 1	242
Villa 2	233
Villa 3	233
Villa 5	233
Villa 6	237
Villa 8	324

(B) Flats

Tower	Floor	Flat	Undivided Shares
1	2/F	A	100
		B	84
	3/F	A	100
		B	83
	5/F and R/F	A	103
		B	86

Tower	Floor	Flat	Undivided Shares
2	2/F	A	100
		B	83
	3/F	A	100
		B	83
	5/F and R/F	A	103
		B	86

Tower	Floor	Flat	Undivided Shares
3	G/F	A	117
		B	114
	1/F	A	115
		B	113
	2/F	A	115
		B	113
	3/F	A	115
		B	113
	5/F	A	115
		B	113
	6/F and R/F	A	118
		B	116

Tower	Floor	Flat	Undivided Shares
5	G/F	A	154
	1/F	A	153
	2/F	A	153
	3/F	A	153
	5/F	A	153
	6/F and R/F	A	157

Tower	Floor	Flat	Undivided Shares
6	B/F	A	170
	G/F		
	1/F		
	2/F	A	77
	3/F	A	77
	5/F	A	164
	6/F		
	R/F		

C. Term of years for which the Manager of the Development is appointed

The Manager will be appointed under the DMC as the Manager of the Development for an initial term of not exceeding two years commencing from the date of the DMC and to be continued thereafter, subject to the provisions for termination contained in the DMC.

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

- (a) The Manager shall prepare the annual budget for the ensuing year in consultation with the Owners' Committee (if formed).
- (b) The annual budget shall be divided into the following parts:-
 - (i) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director until possession of the Green Area and the Green Stippled Black Area has been re-delivered to the Government in accordance

with Special Condition No.(4) of the Government Grant, the Land, the Development and the Development Common Areas and Facilities;

- (ii) The second part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Residential Common Areas and Facilities;
 - (iii) The third part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Tower Common Areas and Facilities;
 - (iv) The fourth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Villa Common Areas and Facilities; and
 - (v) The fifth part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is specifically referable to the Carpark Common Areas and Facilities,
- (c) Each Owner shall contribute to the budgeted Management Expenses in the following manner:-
- (i) Each Owner of a Unit shall contribute his due proportion of the budgeted Management Expenses under the first part of the annual budget which proportion shall be equal to the Management Shares of his Unit divided by the total Management Shares of the Development;
 - (ii) Each Owner of a Residential Unit shall contribute his due proportion of:-
 - I. the budgeted Management Expenses under the second part of the annual budget; and
 - II. a fraction of the budgeted Management Expenses under the fifth part of the annual budget calculated in accordance with the following formula:-

$$\text{Relevant fraction} = \frac{55 \text{ (i.e. Total gross floor area of all Visitors' Carparking Spaces in square metres)}}{569.9 \text{ (i.e. Total gross floor area of all Parking Spaces and all Visitors' Carparking Spaces in square metres)}}$$

which proportion shall equal to the Management Shares of his Residential Unit divided by the total Management Shares of all Residential Units;

- (iii) Each Owner of a Flat in the Towers Accommodation in addition to the amount payable under sub-clauses (a) and (b) shall in respect of each Undivided Share allocated to a Flat of the Towers Accommodation of which he is the Owner contribute his due proportion of budgeted Management Expenses under the third part of the annual budget;
- (iv) Each Owner of a Villa in the Villa Accommodation in addition to the amount payable under sub-clauses (a) and (b) shall in respect of each Undivided Share allocated to a Villa of the Villa Accommodation of which he is the Owner contribute his due proportion of budgeted Management Expenses under the fourth part of the annual budget;
- (v) After taking into account the contribution made by the Owners of the Residential Units in sub-clause (b)(ii), each Owner of a Parking Space shall contribute his due proportion of the budgeted Management Expenses under the fifth part of the annual budget which proportion shall be equal to the Management Shares of his Parking Space divided by the total Management Shares of all Parking Spaces.

E. Basis on which the management fee deposit is fixed

The amount of management fee deposit is 3/12 of the first year's budgeted management expenses payable in respect of a Unit.

F. Area (if any) in the Development retained by the owner for its own use

There is no area in the Development which is retained by the owner (Wise Castle Corporation Limited) for that owner's use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance.

Note: For full details, please refer to the full script of the DMC which is available for inspection free of charge during opening hours at the place at which the specified residential property is offered to be sold. A copy of the DMC can be obtained upon paying necessary photocopying charges.

已簽立的發展項目公契及管理協議(「公契」)有下述條文：-

A. 發展項目的公用部分

(i) 「停車場公用地方及設施」指供整個停車場(而非任何個別業主)共同使用與享用的該地段及發展項目內的地方及設施並包括：-

- (a) 整個停車場(停車位、訪客停車位、洋房停車位及電單車停車位除外)；
- (b) 車道、斜道、電動車充電房、花灑、消防喉轆；及
- (c) 根據公契劃定為停車場公用地方及設施並位於該地段及發展項目內的其他地方及設施；

該等地方及設施在公契附錄之公契圖則上用黃色顯示，僅供識別，惟如適用，如果停車場內任何部份：

- (i) 受第344章《建築物管理條例》(「該條例」)第2條列明「公用部分」的定義(a)段所涵蓋及/或
- (ii) 屬該條例第一附表指定的任何部分和受該條例第2條列明「公用部分」的定義(b)段所涵蓋，

則該等部分亦應被視為包括在並構成停車場公用地方及設施的一部分，但不包括發展項目公用地方及設施、洋房公用地方及設施、大廈公用地方及設施及住宅公用地方及設施；

- (ii) 「停車位」指根據批地文件特別條款第(25)(a)(i)條提供的停車場內的停車位(每個停車位均設有私人電動車充電設施)(但不包括任何洋房停車位)，以供住宅單位住客及其真正的客人、訪客或應邀人士的汽車停泊，該等停車位的位置在建築圖則上顯示及劃定，並在公契圖則的地庫樓面平面圖上分別標示為「T01」至「T03」、「T05」至「T12」、「T15」至「T23」、「T25」至「T33」及「T35」至「T40」，以供識別；
- (iii) 「公用地方及設施」指發展項目公用地方及設施、住宅公用地方及設施、洋房公用地方及設施、大廈公用地方及設施及停車場公用地方及設施；
- (iv) 「公用電動車充電設施」指為了或有關停泊於訪客停車場內的停車位根據第374章《道路交通條例》持牌的電動車的充電用途而在公用地方及設施安裝或將安裝的所有設施，而該等設施包括但不限於為了或有關該用途而設的電線、電纜、管道、幹槽、電動車充電器、電錶、基底盒、插座、鎖、蓋及其他保安及/或保護裝備、設備、器具及其他電力或其他裝置等；
- (v) 「發展項目公用地方及設施」指供整個發展項目(而非任何個別業主)共同使用與享用的該地段及發展項目內的地方及設施並包括：-

- (a) 在公契附錄之公契圖則(經認可人士確認準確性)上用藍色底色加黑色虛綫及藍色底色加黑色交叉斜綫配黑色虛綫顯示的部分有蓋園景區；
- (b) 在公契附錄之公契圖則(經認可人士確認準確性)上用藍色底色加黑色交叉斜綫顯示的部分綠化地方；

(c) 風機房、水錶櫃、煤氣管道房、煙井管道房、無法進入的空隙、電氣管道、電力櫃、機電管道房、消防花灑入水掣、消防花灑控制閥、消防入水掣、上落貨車位、總錶房、電力變壓房、消防控制房、電訊及廣播服務室、儲物室、電訊設備安裝及使用區域、垃圾儲物及物料回收房、電力室、特低壓房、低壓電掣房、街道消防栓水缸、街道消防栓泵房、閉路電視影像裝置、電梯槽底區、升降機大堂、升降機、升降機槽、樓梯及防護廊、消防水缸、消防水泵房、大廈食水泵房和灌溉水泵房、通往地庫街道消防栓水泵房的通道、風管、管道、污水處理機房、自動抄錶房、排風扇、灑水泵房、灑水缸、大廈沖廁水泵房和清潔水泵房、業主委員會會議室、值班員和管理員辦公房、電力室、電動車充電房和第5座電力室、管道維護空間、種植範圍、無法進入的平台和消防喉轆；及

(d) 根據公契劃定為發展項目公用地方及設施並位於該地段及發展項目內的其他地方及設施，

該等地方及設施在公契附錄之公契圖則(經認可人士確認準確性)上用藍色底色加黑色虛綫、藍色、藍色底色加黑色交叉斜綫及藍色底色加黑色交叉斜綫配黑色虛綫顯示，僅供識別，惟如適用，如果發展項目內任何部份(不包括停車場及住宅樓宇)：

- (i) 受該條例第2條列明「公用部分」的定義(a)段所涵蓋及/或
- (ii) 屬該條例第一附表指定的任何部分和受該條例第2條列明「公用部分」的定義(b)段所涵蓋，

則該等部分亦應被視為包括在並構成發展項目公用地方及設施的一部分，但不包括住宅公用地方及設施、大廈公用地方及設施、洋房公用地方及設施及停車場公用地方及設施；

- (vi) 「該土地」指在土地登記處登記為丈量約份第214約地段第1003號地段的餘段的所有土地或地塊；
- (vii) 「電單車停車位」指根據批地文件特別條款第(25)(c)(i)條提供的停車場內的停車位，以供住宅單位住客及其真正的訪客、訪客或應邀人士的電單車停泊，該等停車位的位置在建築圖則上顯示及劃定，並在公契圖則的地庫樓面平面圖上標示為「M01」，以供識別；
- (viii) 「私人電動車充電設施」指純粹為了或就停泊於(a)洋房專屬停車位；或(b)停車場內的停車位的根據《道路交通條例》持牌的電動車的充電用途而在洋房或公用地方及設施安裝或將安裝的所有設施，而該等設施包括但不限於為了或就該用途而設的電線、電纜、管道、幹槽、電錶、基底盒、插座、鎖、蓋及其他保安及/或保護裝備、設備、器具及其他電力或其他裝置等；
- (ix) 「康樂設施」指為住宅單位所有住客及其真正的訪客的共同使用與享用而興建或將會興建的康樂設施及其附屬設施，包括儲物室、空調機房、游泳池、健身室、多用途室、更衣室、無障礙男女通用廁所、升降機大堂；
- (x) 「住宅樓宇」指大廈樓宇及洋房樓宇；
- (xi) 「住宅公用地方及設施」指供整個住宅樓宇(而非任何個別業主)享用的該地段及發展項目內的地方及設施並包括：-
- (a) 在公契附錄之公契圖則(經認可人士確認其準確性)上用綠色底色加黑色虛綫及綠色底色加黑色交叉斜綫配黑色虛綫顯示的部分有蓋園景區；

- (b) 訪客停車位；
- (c) 在公契附錄之公契圖則(經認可人士確認其準確性)上用**綠色底色加黑色交叉斜綫**顯示的部分綠化地方；
- (d) 公用電動車充電設施及康樂設施；
- (e) 水錶櫃、鋁質建築裝飾、金屬格柵裝飾百葉、沖廁水泵房、樓梯及防護廊、灌溉點、種植範圍、無法進入的平台、安裝或使用空中廣播分配器區域、消防喉轆及通往康樂設施的樓梯；及
- (f) 根據公契劃定為住宅公用地方及設施並位於該地段及發展項目內的其他地方及設施，

該等地方及設施在公契附錄之公契圖則上用**綠色底色加黑色虛綫、綠色、綠色底色加黑色交叉斜綫及綠色底色加黑色交叉斜綫配黑色虛綫**顯示，僅供識別，惟如適用，如果住宅樓宇內任何部份：

- (i) 受該條例第2條列明「公用部分」的定義(a)段所涵蓋及/或
- (ii) 屬該條例第一附表指定的任何部分和受該條例第2條列明「公用部分」的定義(b)段所涵蓋，

則該等部分亦應被視為包括在並構成住宅公用地方及設施的一部分，但不包括發展項目公用地方及設施、大廈公用地方及設施、洋房公用地方及停車場公用地方及設施；

- (xii) 「副公契」指有關該土地及發展項目任何部份的任何副公契；
- (xiii) 「大廈樓宇」指在該土地上已建成或正在建成的5座大廈，指定為「第1座」、「第2座」、「第3座」、「第5座」和「第6座」，並指定作私人住宅用途；
- (xiv) 「大廈公用地方及設施」指供整個大廈樓宇(而非任何個別業主)共同享用的該地段及發展項目內的地方及設施並包括：-
 - (a) 垃圾儲物及材料回收室、水錶櫃、灑水缸、入口大堂、升降機、電梯槽、升降機大堂、電力室、喉管、消防水缸、消防水泵房、食水泵房、平台、公用天台、公用天台(天台庇護處)、光井、消防龍頭、消防喉轆、無法進入的平台、由建築裝飾封閉的外部排水管道、管道維修空間、電線管道、電力管道、消防入水掣、消防花灑入水掣、消防花灑控制閥、消防管道、電力櫃、電錶櫃、冷氣機、建築維護單位的鋼筋混凝土基座、簷篷、鋼筋混凝土簷篷、樓梯、平台、電梯機房建築裝飾、鋁質建築裝飾、種植範圍和通風管道；
 - (b) 外牆(為免生疑問，包括幕牆或其任何部分(連同幕牆的所有固定窗戶、該等固定窗戶的窗框及圍繞該等固定窗戶的窗框的密封劑，以及幕牆的該等其他組件，但不包括(i)幕牆的所有可開啟窗戶、(ii)該等可開啟窗戶的窗框，(iii)圍繞該等可開啟窗戶的窗框的密封劑，(iv)將該等可開啟窗戶固定於幕牆的固定窗戶上的相關鉸鏈，及(v)該等可開啟窗戶的其他組件)及大廈樓宇的建築裝飾(如有)；
 - (c) 在公契附錄之公契圖則(經認可人士確認準確性)上用**粉紅色底色加黑色交叉斜綫**顯示的部分綠化地方(定義見公契)；

- (d) 根據公契劃定為大廈公用地方及設施並位於該地段及發展項目內的其他地方及設施；

該等地方及設施在公契附錄的之公契圖則上用**粉紅色及粉紅色底色加黑色交叉斜綫**顯示，僅供識別，惟如適用，如果住宅樓宇內任何部份：

- (i) 受該條例第2條列明「公用部分」的定義(a)段所涵蓋及/或
- (ii) 屬該條例第一附表指定的任何部分和受該條例第2條列明「公用部分」的定義(b)段所涵蓋，

則該等部分亦應被視為包括在並構成大廈公用地方及設施的一部分，但不包括發展項目公用地方及設施、住宅公用地方及設施、洋房公用地方及設施及停車場公用地方及設施；

- (xv) 「洋房樓宇」指發展項目中建有6間洋房的部份，包括發展項目的洋房1、洋房2、洋房3、洋房5、洋房6及洋房8；
- (xvi) 「洋房公用地方及設施」指供整個住宅樓宇(而非任何個別業主)享用的該地段及發展項目內的地方及設施並包括：-
 - (a) 食水泵房和沖廁水泵房(所有洋房)、樓梯、沖廁水缸房(所有洋房)、食水缸房(所有洋房)和水錶櫃；及
 - (b) 根據公契劃定為洋房公用地方及設施並位於該地段及發展項目內的其他地方及設施；

該等地方及設施在公契圖則上用**紫色**顯示，僅供識別，惟如適用，如果洋房樓宇內任何部份：

- (i) 受該條例第2條列明「公用部分」的定義(a)段所涵蓋及/或
- (ii) 屬該條例第一附表指定的任何部分和受該條例第2條列明「公用部分」的定義(b)段所涵蓋，

則該等部分亦應被視為包括在並構成洋房公用地方及設施的一部分，但不包括發展項目公用地方及設施、住宅公用地方及設施、大廈公用地方及設施及停車場公用地方及設施；

- (xvii) 「洋房停車位」指根據批地文件特別條款第(25)(a)(i)條提供的構成洋房一部分的洋房內的停車位(每個停車位均設有私人電動車充電設施)，以供洋房住客及其真正的客人、訪客或應邀人士的汽車停泊；
- (xviii) 「訪客停車位」指根據批地文件特別條款第(25)(a)(iii)條提供的四個停車位(其中一個為無障礙停車位)，以供住宅單位住客及其真正的訪客、訪客或應邀人士的汽車停泊；
- (xix) 除非獲業主委員會批准，業主不得將任何公用地方及設施之部分改為作自己使用或享用。
- (xx) 業主不得阻礙公用地方及設施，亦不得在公用地方及設施作出任何對發展項目的任何其他業主或佔用人造成滋擾的行為。

(xxi) 公用地方及設施須由管理人專門控制。管理人獲正式委任代表全體業主按公契處理公用地方及設施的任何事宜。

B. 分配予發展項目中每個住宅物業的不分割份數的數目

(A) 洋房

洋房	不分割份數
洋房1	242
洋房2	233
洋房3	233
洋房5	233
洋房6	237
洋房8	324

(B) 單位

大廈	樓層	單位	不分割份數
1	2樓	A	100
		B	84
	3樓	A	100
		B	83
	5樓及天台	A	103
		B	86

大廈	樓層	單位	不分割份數
2	2樓	A	100
		B	83
	3樓	A	100
		B	83
	5樓及天台	A	103
		B	86

大廈	樓層	單位	不分割份數
3	地下	A	117
		B	114
	1樓	A	115
		B	113
	2樓	A	115
		B	113
	3樓	A	115
		B	113
	5樓	A	115
		B	113
	6樓及天台	A	118
		B	116

大廈	樓層	單位	不分割份數
5	地下	A	154
	1樓	A	153
	2樓	A	153
	3樓	A	153
	5樓	A	153
	6樓及天台	A	157

大廈	樓層	單位	不分割份數
6	地庫	A	170
	地下		
	1樓		
	2樓	A	77
	3樓	A	77
	5樓	A	164
	6樓		
	天台		

C. 有關發展項目的管理人的委任年期

管理人將會根據公契被委任為發展項目的管理人，首屆任期為公契日期起計不多於兩年，並在其後續任，但受公契中的終止條文規限。

D. 管理開支按甚麼基準在發展項目中的住宅物業的擁有人之間分擔

(a) 管理人須在諮詢業主委員會(如已經成立)後編製來年的年度預算。

(b) 年度預算分開為以下部分：

- (i) 第一部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)為了全體業主的利益或妥善管理綠色範圍及綠色並加黑點範圍連綠色範圍的構築物及在其上或其內建造、安裝及提供的所有構築物、表面、溝渠、污水渠、排水渠、消防栓、設備、街燈、交通標誌、街道設施、道路標記及植物，保持良好修葺及狀況，並達致署長滿意的程度，直至綠色範圍及綠色並加黑點範圍的管有權已經根據批地文件特別條款第(4)條交還政府為止，該土地、發展項目和發展項目公用地方及設施需要支出的一切開支；
- (ii) 第二部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)特別涉及住宅公用地方及設施需要支出的一切開支；
- (iii) 第三部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)特別涉及大廈公用地方及設施需要支出的一切開支；
- (iv) 第四部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)特別涉及洋房公用地方及設施需要支出的一切開支；及
- (v) 第五部分須涵蓋管理人認為(其決定應為最終，有明顯錯誤除外)特別涉及停車場公用地方及設施需要支出的一切開支，

(c) 每位業主須按以下方式支付預算管理開支：

- (i) 每位單位業主須按其應佔比例分擔年度預算第一部分之預算管理開支，有關比例應相等於其單位之管理份數除以發展項目中所有管理份數的總數；
- (ii) 每位住宅單位業主須按其應繳比例支付以下費用：
 - I. 年度預算第二部分之預算管理開支；及
 - II. 年度預算第五部分之預算管理開支的一部分，按以下公式計算：

$$\text{相關份數} = \frac{55 \text{ (即所有訪客停車位的總樓面面積(平方米))}}{569.9 \text{ (即所有停車位和訪客停車位的總樓面面積(平方米))}}$$

其比例應相等於其住宅單位的管理份數除以所有住宅單位的管理份數的總數；

- (iii) 除根據(a)和(b)條款應支付的款項外，每位大廈樓宇單位業主還應就分配給其為業主的大廈樓宇單位的每份不分割份數，按年度預算第三部分的預算管理開支，支付其應繳比例的款項；
- (iv) 除根據(a)和(b)條款應支付的款項外，每位洋房樓宇單位業主還應就分配給其為業主的洋房樓宇單位的每份不分割份數，按年度預算第四部分的預算管理開支，支付其應繳比例的款項；
- (v) 在計算住宅單位業主根據第(b)(ii)條款所支付的款項後，每位停車位業主須支付其在年度預算第五部分的預算管理開支中的應繳比例，該比例相等於其停車位的管理份數除以所有停車位的管理份數的總數。

E. 計算管理費按金的基準

管理費按金相等於業主擁有之單位的首年度預算管理開支的3/12。

F. 擁有人在發展項目中保留作自用的範圍(如有的話)

擁有人(智堡有限公司)在發展項目中並無《一手住宅物業銷售條例》附表1第1部第14(2)(f)條所述之保留作自用的範圍。

備註：請查閱完整的公契以了解全部詳情。完整的公契現存於指明住宅物業的售樓處，於開放時間可供免費查閱，並可在支付所需影印費後取得公契之複印本。

1. The Development is constructed on The Remaining Portion of Lot No.1003 in Demarcation District No.214 ("**the Lot**") which is held under Conditions of Sale No.22853 dated 22nd September 2020 ("**the Land Grant**").
2. The Lot is granted for a term of 50 years commencing from 22nd September 2020.
3. User restrictions applicable to that land:

Special Conditions Nos. (9) and (51) of the Land Grant stipulate that:

- (a) The Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
 - (b) 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.
4. Facilities that are required to be constructed and provided for the Government, or for public use:

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

- (a) The Purchaser shall:
 - (i) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portions of future public roads respectively shown coloured green and green stippled black on the plan annexed hereto (hereinafter referred to as "**the Green Area**" and "**the Green Stippled Black Area**" respectively);
 - (II) provide and construct such pedestrian crossings, bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the Green Area Structures**")
so that building, vehicular and pedestrian traffic may be carried on the Green Area and the Green Stippled Black Area;
 - (ii) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (iii) maintain at the Purchaser's own expense the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area has been re-delivered in accordance with Special Condition No. (4) hereof.

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

- (b) The Purchaser shall:
 - (i) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form the Pink Stippled Black Hatched Blue Area; and
 - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the PSBHBA Structures**")
so that building, vehicular and pedestrian traffic may be carried on the Pink Stippled Black Hatched Blue Area;
 - (ii) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Stippled Black Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
 - (iii) maintain at the Purchaser's own expense the Pink Stippled Black Hatched Blue Area together with the PSBHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the Pink Stippled Black Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(ii) of this Special Condition.
 - (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
5. The Purchaser's obligation to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

Special Condition No. (8) 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, 2026.

General Condition No. (7)(a) of the Land Grant stipulates that:

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 and disposition 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.

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

- (a) The Purchaser shall:
 - (i) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portions of future public roads respectively shown coloured green and green stippled black on the plan annexed hereto (hereinafter referred to as "**the Green Area**" and "**the Green Stippled Black Area**" respectively); and
 - (II) provide and construct such pedestrian crossings, bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the Green Area Structures**")

so that building, vehicular and pedestrian traffic may be carried on the Green Area and the Green Stippled Black Area;
 - (ii) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (iii) maintain at the Purchaser's own expense the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area has been re-delivered in accordance with Special Condition No. (4) hereof.
- (b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
- (c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligation under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

For the purpose only of carrying out the necessary works specified in Special Condition No.(3) of the Land Grant, the Purchaser shall on the date of the Land Grant be granted possession of the Green Area. The Purchaser shall be granted possession of the Green Stippled Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st October 2020. The Green Area and The Green Stippled Black Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(3) hereof or otherwise.

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

- (b) The Purchaser shall:
 - (i) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form the Pink Stippled Black Hatched Blue Area; and
 - (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the PSBHBA Structures**")

so that building, vehicular and pedestrian traffic may be carried on the Pink Stippled Black Hatched Blue Area;
 - (ii) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Stippled Black Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
 - (iii) maintain at the Purchaser's own expense the Pink Stippled Black Hatched Blue Area together with the PSBHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the Pink Stippled Black Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(ii) of this Special Condition.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

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

- (a) The Purchaser may erect, construct and provide within the Lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "**the Facilities**") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "**the Exempted Facilities**"):
 - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the Lot and their bona fide visitors and by no other person or persons.

Special Condition No. (15) 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.

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

The Purchaser shall at his own expense landscape and plant with trees and shrubs any portion of the Lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

Special Condition No. (25)(a)(i)(I) and Special Condition No. (25)(a)(i)(II) of the Land Grant stipulates that:

Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as "**the Residential Parking Spaces**") at the prescribed rates.

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

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 building or buildings erected or to be erected on the Lot (hereinafter referred to as "**the Visitors' Parking Spaces**") shall be provided within the Lot to the satisfaction of the Director, at the prescribed rate.

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

- (i) Out of the spaces provided under sub-clause (a)(i)(I) of this Special Condition (as may be varied under Special Condition No. (27) hereof) and the Visitors' Parking Spaces, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "**the Parking Spaces for Disabled Persons**") as the Building Authority may require or approve provided that a minimum of one space shall be so reserved and designated out of the Visitors' Parking Spaces and that the Purchaser shall not reserve or designate all of the Visitors' Parking Spaces 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 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 motor vehicle cleaning and beauty services.

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

- (i) Spaces shall be provided within the Lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the Lot and their bona fide guests, visitors or invitees (hereinafter referred to as "**the Motor Cycle Parking Spaces**") at the prescribed rate.
- (ii) The Motor Cycle Parking Spaces provided under subclause (c)(i) of this Special Condition (as may be varied under Special Condition No. (27) hereof) shall not be used for any purpose other than for the purpose set out in subclause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

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

Spaces shall be provided within the Lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the Lot or at the prescribed rate.

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

A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the Lot in accordance with Special Conditions Nos. (25)(a)(i)(I), (25)(a)(i)(II), (25)(c)(i) and (26)(a) hereof (as may be respectively varied under Special Condition No. (27) hereof) and Special Conditions Nos. (25)(a)(iii) and (25)(b)(i) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except the carving out and the surrender of the Pink Stippled Black Hatched Blue Area as provided

respectively in Special Conditions Nos. (7)(f)(i) and (7)(f)(ii) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (21)(c) hereof and a building mortgage under Special Condition No. (21)(d) hereof or such other transactions as the Director may approve) affecting the Lot or any part thereof or any building or part of any building erected or to be erected on the Lot shall be entered into prior to such deposit. The parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (25) and (26) hereof. The Purchaser shall maintain the parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the Lot or any building or structure thereon shall be used for parking purposes.

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

Upon development or redevelopment of the Lot, a temporary access for construction vehicles into the Lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

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 hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (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 herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or

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

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.

Special Condition No. (38) of the Land Grant stipulates that:

- (a) (i) the Purchaser hereby expressly acknowledges and accepts that as at the date of this Agreement there are no Government sewers in the vicinity of the Lot available for connection to the Lot.
- (ii) The Purchaser shall at his own expense construct and provide sewage treatment and disposal facilities to serve the Lot (hereinafter referred to as "**the Sewage Treatment and Disposal Facilities**") at such locations within the Lot, with such materials and to such standards in all respects to the satisfaction of the Director. The Purchaser shall thereafter at his own expense operate, maintain and repair the Sewage Treatment and Disposal Facilities to the satisfaction of the Director.
- (b) Notwithstanding anything to the contrary provided in Special Condition No. (40)(b) hereof, when Government sewers are laid, commissioned and made available in the vicinity of the Lot in the future, and upon the Director serving a written notice to the Purchaser, the Purchaser shall at his own expense connect the Sewage Treatment and Disposal Facilities to the Government sewers or alter the sewers or construct new sewers within the Lot or both in such manner, with such materials and to such standards in all respects to the satisfaction of the Director for the purpose of connecting the same to the Government sewers. In the event that any sewers are altered or new sewers are constructed within the Lot in accordance with this sub-clause (b) for connection to the Government sewers, the Purchaser shall at his own expense maintain and repair the said altered sewers or new sewers to the satisfaction of the Director.

- (c) The Purchaser shall, after completion of the works for connecting the sewers within the Lot to the Government sewers as referred to in sub-clause (b) of this Special Condition and Special Condition No. (40)(b) hereof, upon the request of the Director demolish and remove at the Purchaser's own expense the Sewage Treatment and Disposal Facilities or part thereof and such demolition and removal shall be effected and completed in all respects to the satisfaction of the Director.
- (d) Notwithstanding anything contained in these Conditions, the Government is under no obligation and gives no warranty, implied or express, whatsoever as to the laying, commissioning or otherwise making available of any Government sewers in the vicinity of the Lot or as to the time when the same will be laid, commissioned or made available.
- (e) The Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot or any part thereof and any building or buildings erected or to be erected hereon at all times for the purpose of inspecting, sampling, testing, gauging, making measurements and taking records of the Sewage Treatment and Disposal Facilities and inspecting and checking the connection of the Sewage Treatment and Disposal Facilities to the Government sewers or the alteration or construction of sewers for connection to the Government sewers in accordance with sub-clause (b) of this Special Condition and the demolition and removal of the Sewage Treatment and Disposal Facilities or part thereof in accordance with sub-clause (c) of this Special Condition. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the exercise by the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director of the rights conferred under this sub-clause (e) 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.
- (f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment or non-fulfilment of the obligations of the Purchaser under sub-clauses (a)(ii), (b) and (c) of this Special Condition or the exercise by the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director of the rights conferred under sub-clause (e) of this Special Condition.

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

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "**the Works**"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot, the Green Area, the Green Stippled Black Area or any part of any one or more 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 in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot, the Green Area, the Green Stippled Black Area any part of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot, the Green Area, the Green Stippled Black Area or any part of any one or more 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.

Special Condition No. (40) 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 stormwater 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 (including those mentioned in Special Condition No. (38)(b) hereof) which is constructed within Government land shall be maintained by the Purchaser at his own expense 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.

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

- (a) The Purchaser shall within six calendar months from the date of this Agreement 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 Drainage Services submit or cause to be submitted to the Director of Drainage Services for his approval in writing a drainage impact assessment (hereinafter referred to as "**the DIA**") on the development of the Lot containing,

among others, such information and particulars as the Director of Drainage Services may require including but not limited to all adverse drainage 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 limits as shall be stipulated by the Director of Drainage Services carry out and implement the recommendations contained in the DIA as approved by the Director of Drainage Services under sub-clause (a) of this Special Condition in all respects to the satisfaction of the Director of Drainage Services.
- (c) The technical aspects of the DIA shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.
- (d) No building works (other than the Demolition Works and the works to be carried out on the Pink Stippled Black Hatched Blue Area by the Purchaser pursuant to Special Conditions Nos. (7)(b)(i) and (7)(b)(ii) hereof) shall be commenced on the Lot or any part thereof until the DIA shall have been approved in writing by the Director of Drainage Services under sub-clause (a) of this Special Condition.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the recommendations contained in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-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.

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

- (a) The Purchaser shall within six calendar months from the date of this Agreement 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 shall be stipulated by the Director of Environmental Protection and Director of Drainage Services carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection under sub-clause (a) of this Special Condition in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Purchaser shall thereafter at all times throughout the term hereby agreed to be granted, at his own expense, maintain the mitigation measures, improvement works and other measures and works 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 chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.

- (d) No building works (other than the Demolition Works, the works to be carried out on the Pink Stippled Black Hatched Blue Area by the Purchaser pursuant to Special Conditions Nos. (7)(b)(i) and (7)(b)(ii) hereof and site formation works) shall be commenced on the Lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection under sub-clause (a) of this Special Condition.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility to carry out and implement at his own expense 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 and thereafter maintain the mitigation measures, improvement works and other measures and works 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 for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-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.

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

- (a) The Purchaser shall within six calendar months from the date of this Agreement 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**") associated with 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 measure and works (hereafter referred to as "**Noise Mitigation Measures**").
- (b) The Purchaser shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures 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.

Special Condition No. (44)(a) 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 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.

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

- (a) The Purchaser hereby acknowledges that as at the date of this Agreement, there is an existing high pressure underground town gas transmission pipeline running along Hiram's Highway in the vicinity of the Lot (hereinafter referred to as **"the Pipeline"**)
- (b) The Purchaser shall within six calendar months from the date of this Agreement 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 Electrical and Mechanical Services, submit or cause to be submitted to the Director of Electrical and Mechanical Services for his approval in writing a quantitative risk assessment (hereinafter referred to as **"the QRA"**) containing, among others, such information and particulars as the Director of Electrical and Mechanical Services may require including but not limited to a quantitative risk assessment of the risks posed by the Pipeline to the Lot and the development thereon and such other piece or pieces of land as the Director of Electrical and Mechanical Services may decide (as to which the decision of the Director of Electrical and Mechanical Services shall be final and binding on the Purchaser and such other piece or pieces of land are hereinafter collectively referred to as **"the Land"**) and recommendations for mitigation measures, protection works and other measures and works to be carried out and implemented within the Lot (hereinafter referred to as **"the Risk Mitigation Measures"**) to enable and ensure that the risks posed by the Pipeline to the Lot and the development thereon and the Land is reduced to a level in compliance with the Risk Guidelines used to assess the off-site risk levels of Potentially Hazardous Installations as described in the Hong Kong Planning Standards and Guidelines issued by the Planning Department, and any amendment thereto or substitution therefor, and other requirements as may be specified by the Director of Electrical and Mechanical Services.
- (c) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Electrical and Mechanical Services carry out and implement the Risk Mitigation Measures contained in the QRA as approved by the Director of Electrical and Mechanical Services under sub-clause (b) of this Special Condition (hereinafter referred to as **"the Approved Risk Mitigation Measures"**) in all respects to the satisfaction of the Director of Electrical and Mechanical Services. The Purchaser shall thereafter at all times throughout the term hereby agreed to be granted, at his own expense, maintain all the structures and facilities that are constructed or installed to implement the Approved Risk Mitigation Measures in all respects to the satisfaction of the Director of Electrical and Mechanical Services.
- (d) Under sub-clause (b) of this Special Condition, no building works (other than the Demolition Works, the works to be carried out on the Pink Stippled Black Hatched Blue Area by the Purchaser pursuant to Special Conditions Nos. (7)(b)(i) and (7)(b)(ii) hereof and site formation works) shall be commenced on the Lot or any part thereof until the QRA shall have been approved in writing by the Director of Electrical and Mechanical Services under sub-clause (b) of this Special Condition.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility to carry out and implement at his own expense the Approved Risk Mitigation Measures in all respects to the satisfaction of the Director of Electrical and Mechanical Services and thereafter maintain all the structures and facilities that are constructed or installed to implement the Approved Risk Mitigation Measures in all respects to the satisfaction of the Director of Electrical and Mechanical Services. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-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.

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

- (a) The Purchaser shall within six calendar months from the date of this Agreement or such other period as may be approved by the Director carry out at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection a soil and groundwater contamination assessment (hereinafter referred to as **"the Contamination Assessment"**) in respect of the Lot and thereafter submit to the Director for his written approval a report on the Contamination Assessment. Upon demand in writing by the Director, the Purchaser shall at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out in such manner and within such time limit as the Director shall specify such decontamination or other works as shall be required by the Director (hereinafter referred to as **"the Decontamination Works"**) in respect of the Lot.
- (b) No building works (other than the Demolition Works, the works to be carried out on the Pink Stippled Black Hatched Blue Area by the Purchaser pursuant to Special Conditions Nos. (7)(b)(i) and (7)(b)(ii) hereof and drainage works (in case of emergency only)) or landscaping works specified in Special Condition No. (16) hereof shall be commenced on the Lot or any part thereof until the report on the Contamination Assessment shall have been submitted to and approved by the Director and the Decontamination Works (if required) shall have been completed in all respects to the satisfaction of the Director of Environmental Protection.
- (c) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out the Contamination Assessment and implement the Decontamination Works (if required) in all respects to the satisfaction of the Director of Environmental Protection. The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-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.

6. The lease conditions that are onerous to a Purchaser:

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

- (a) The Purchaser acknowledges that as at the date of this Agreement, there are some structures existing on the Lot (which structures are hereinafter referred to as **"the Existing Structures"**) and undertakes to demolish and remove, at the Purchaser's own expense and in all respects to the satisfaction of the Director, the Existing Structures from the Lot (which demolition and removal works of the Existing Structures are hereinafter referred to as **"the Demolition Works"**). The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person by reason of or arising whether directly or indirectly out of or incidental to the presence of the Existing Structures or the Demolition Works 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. 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 presence of the Existing Structures and the Demolition Works.

- (b) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the Lot (other than the Edged Red Area) as existing at the date of this Agreement and the state and condition of the Edged Red Area as existing at the date on which possession of the Edged Red Area is given to and taken by the Purchaser pursuant to Special Condition No. (l)(a)(ii) hereof all subject to the presence of the Existing Structures and no objection or claim of whatsoever nature shall be made or raised against the Government by the Purchaser in respect of or on account of the same.

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

The Purchaser shall not without the prior written consent of the Director use the Green Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (3) hereof.

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

- (a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area and the Green Stippled Black Area:
- (i) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Green Area and the Green Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3) (b) hereof and any other works which the Director may consider necessary in the Green Area and the Green Stippled Black Area;
 - (ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Green Area and the Green Stippled Black Area as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Green Area and the Green Stippled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall cooperate fully with the Government and also with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area, the Green Stippled Black Area or any adjoining land; and
 - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Green Area and the Green Stippled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out

any works in relation to the operation, maintenance, repair, replacement and alteration of any waterworks installations within the Green Area and the Green Stippled Black Area. For the purpose of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the exercise by the Government, the Director and his officers, contractors, agents, workmen, the officers of the Water Authority and any persons or public utility companies authorized under subclause (a) of this Special Condition of the rights conferred under sub-clause (a) 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.
- (c) 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 or non-fulfilment of the Purchaser's obligations under this Special Condition or the exercise by the Government, the Director and his officers, contractors, agents, workmen, the officers of the Water Authority and any persons or public utility companies authorized under sub-clause (a) of this Special Condition of the rights conferred under sub-clause (a) of this Special Condition.

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

- (a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses it at his absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, above, under, below or within that portion of the Lot shown coloured pink stippled black hatched blue on the plan annexed hereto (hereinafter referred to as "**Pink Stippled Black Hatched Blue Area**").
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) 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.
- (e) the Purchaser shall at all reasonable times prior to the surrender of the whole of the Pink Stippled Black Hatched Blue Area to the Government in accordance with sub-clause (f)(ii) of this Special Condition permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot including the Pink Stippled Black Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Stippled Black Hatched Blue Area.

- (f) Notwithstanding the provisions of Special Conditions Nos. (21) and (24) hereof:
- (i) prior to the surrender of the Pink Stippled Black Hatched Blue Area referred to in sub-clause (f)(ii) of this Special Condition, the Purchaser shall at his own expense carve out to the satisfaction of the Director the Pink Stippled Black Hatched Blue Area from the lot by way of a deed poll in such form and containing such provisions as the Director shall require or approve, which deed poll shall be registered by the Purchaser at his own expense at the Land Registry and no transaction (except an assignment of the lot as a whole after compliance with these Conditions in all respects to the satisfaction of the Director or a building mortgage under Special Condition No. (21)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration;
 - (ii) the Purchaser shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Stippled Black Hatched Blue Area or any part or parts thereof together with the PSBHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except any structure or structures erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition but otherwise free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser provided always that the Government shall be under no obligation to accept surrender of the Pink Stippled Black Hatched Blue Area or any part or parts thereof at the request of the Purchaser, but may do so as and when it sees fit and for this purpose the Purchaser shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require; and
 - (iii) the Purchaser shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Stippled Black Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this subclause (f)(iii) shall not apply to the carving out of the Pink Stippled Black Hatched Blue Area under sub-clause (f)(i) of this Special Condition, the surrender of the Pink Stippled Black Hatched Blue Area to the Government referred to in sub-clause (f)(ii) of the Special Condition, the assignment of the lot as a whole after compliance with these Conditions in all respects to the satisfaction of the Director or a building mortgage referred to in Special Condition No. (21)(d) hereof.
- (g) (i) The Purchaser shall not use the Pink Stippled Black Hatched Blue Area or any part or parts thereof for any purpose other than for:
- (I) vehicular traffic to and from the Lot between the vehicular access points permitted under Special Conditions Nos. (32)(b)(i) and (32)(c) hereof;
 - (II) public pedestrian passage on foot or by wheelchair as specified in sub-clause (g)(ii) of this Special Condition; and
 - (III) such other purposes as the Director in his sole discretion may approve.
- No goods or vehicles shall be stored or parked within the Pink Stippled Black Hatched Blue Area or any part or parts thereof.
- (ii) The Purchaser shall, prior to the surrender of the whole of the Pink Stippled Black Hatched Blue Area to the Government in accordance with sub-clause (f)(ii) of this Special Condition, permit the Government and all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over such part or parts of the Pink Stippled Black Hatched Blue Area which have not been surrendered to the Government in accordance with sub-clause (f)(ii) of this Special Condition or any part or parts thereof as the Director may require.
- (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clause (g)(ii) of this Special Condition or the exercise of the rights by the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director under sub-clause (e) 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.
- (h) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (g)(ii) of this Special Condition, neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Pink Stippled Black Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (i) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (g)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (j) It is further expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (f)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (k) The Purchaser agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Stippled Black Hatched Blue Area or any part or parts thereof pursuant to sub-clause (f)(ii) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (10)(c) hereof. The Government shall have no liability and the Purchaser shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (10)(c) hereof cannot be attained.
- (l) Where structure or structures has or have been erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "**Approved PSBHBA Structures**"), the Purchaser agrees:
- (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations

made thereunder and any amending legislation) shall be made to the Approved PSBHBA Structures or any part or parts thereof except with the prior written approval of the Director, and for the purpose of these Conditions, "Building Authority" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;

- (ii) that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person by reason of the Approved PSBHBA Structures whether before or after the surrender of the Pink Stippled Black Hatched Blue Area or any part or parts thereof to the Government pursuant to sub-clause (f)(ii) of this Special Condition;
- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Purchaser a written notice of not less than three calendar months requiring the Purchaser to demolish and remove the Approved PSBHBA Structures or any part thereof as the Director may specify without giving any reason therefor and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the demolition or removal of the Approved PSBHBA Structures or any part thereof 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;
- (iv) to maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at the Purchaser's own expense the Approved PSBHBA Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved PSBHBA Structures; and
- (m) 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 erection, presence, removal or demolition of the Approved PSBHBA Structures or the state and condition of the Approved PSBHBA Structures or the lack of repair or maintenance of the Approved PSBHBA Structures or otherwise in respect of the Approved PSBHBA Structures or the fulfilment or non-fulfilment of the Purchaser's obligations under this Special Condition or the exercise of the rights by the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director under sub-clause (e) of this Special Condition.

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

- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed within the area shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "**the Pink Stippled Black Area**") save and except:
 - (i) boundary walls or fences or both;
 - (ii) landscaping works provided in accordance with Special Condition No. (16) hereof; and
 - (iii) a basement floor or floors which is or are provided with fresh air intake or intakes located outside the Pink Stippled Black Area and the Pink Stippled Black Hatched Blue Area as may be approved by the Director of Environmental Protection.

(b) For the purpose of this Special Condition, the decision of the Director as to:

- (i) what constitutes the basement floor or floors referred to in sub-clause (a)(iii) of this Special Condition; and
- (ii) whether the basement floor or floors referred to in sub-clause (a)(iii) of this Special Condition is or are provided with fresh air intake or intakes located outside the Pink Stippled Black Area and the Pink Stippled Black Hatched Blue Area shall be final and binding on the Purchaser.

Special Condition No. (29) of the Land Grant stipulates that:

- (a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
 - (i) assigned except:
 - (I) together with undivided shares in the Lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
 - (II) to a person who is already the owner of undivided shares in the Lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the Lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the Lot.

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

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.

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

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "**the Works**"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the Lot, the Green Area, the Green Stippled Black Area or any part of any one or more 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 in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the Lot, the Green Area, the Green Stippled Black Area any part of any one or more of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot, the Green Area, the Green Stippled Black Area or any part of any one or more 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.

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

- (a) The Purchaser shall have no right of access to the sea from the Lot or from the sea to the Lot.
- (b) The Government reserves the right to reclaim the foreshore to seaward of the Lot at any time and the Purchaser shall have no right to any compensation whatsoever whether under the Foreshore and Sea-bed (Reclamations) Ordinance, any regulations made thereunder and any amending legislation or otherwise in respect of any such reclamation.

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

- (a) The Government does not warrant that the existing shoreline within or in the vicinity of the Lot is fit and suitable for any particular purpose and that no warranty or undertaking of whatsoever kind (express or implied) is hereby given.
- (b) The Purchaser shall at his own expense carry out and construct to the satisfaction of the Director such river walls or seawalls and other marine structures and facilities within the Lot as the Director in his absolute discretion may require (hereinafter referred to as "**the Seawalls and Marine Structures**") to protect and support the Lot and any building or structure erected or to be erected thereon. For the avoidance of doubt, no part of the Seawalls and Marine Structures including their foundations shall fall outside the Lot.
- (c) The Purchaser shall throughout the term hereby agreed to be granted maintain at his own expense the Seawalls and Marine Structures to the satisfaction of the Director.
- (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clauses (b) and (c) of this Special Condition or the presence of the existing shoreline within or in the vicinity of the Lot or the state and condition of the Lot being subject to any tidal and wave actions, storm surge or otherwise, and no claim for compensation or refund of premium or otherwise whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

- (e) 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 or non-fulfilment of the Purchaser's obligations under this Special Condition or the state and condition of the Seawalls and Marine Structures.

General Condition No. (11) of the Land Grant provides that:

Upon any failure or neglect by the Purchaser to perform, observe or comply with the Land Grant, the Government shall be entitled to re-enter upon and take back possession of the Lot or any part thereof and all or any buildings, erections and works on the Lot or any part thereof, and that upon the re-entry:

- (i) the Purchaser's rights on the part of the Lot re-entered shall absolutely cease and determine;
- (ii) the Purchaser shall not be entitled to any refund of premium, payment or compensation; and
- (iii) the Government's any other rights, remedies and claims are not to be thereby prejudiced.

Notes:

1. The "**Purchaser**" as mentioned in this section means the Purchaser under the Land Grant and where the context so admits or requires include his executors, administrators and assigns and in case of a corporation its successors and assigns.
2. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request during opening hours at the sales office and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

- 發展項目興建於按日期為2020年9月22日的賣地條件第22853號(「**批地文件**」)而持有的丈量約份第214約地段第1003號餘段(「**該地段**」)。
- 該地段批地年期為由2020年9月22日起計50年。
- 適用於該地段的用途限制：

批地文件特別條款第(9)條以及第(51)條訂明：

- 除私人住宅用途外，該地段或其任何部分或任何建築物或任何建築物或其上已建成或擬建的部分不可作任何其他用途。
- 該地段內不得興建或提供墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸，不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置。

- 按規定須興建並提供予政府或供公眾使用的設施：

批地文件特別條款第(3)條訂明：

(a) 買方須：

- 於2026年12月31日或之前或署長可能批准的其他日期，買方自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
 - 鋪設及平整附於本批地文件特別條款的圖則上分別以綠色及綠色並加黑點範圍顯示的未來公共道路部分(以下分別簡稱「**綠色範圍**」及「**綠色並加黑點範圍**」)；
 - 提供及建造按照署長酌情要求的行人十字路口、橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物(以下統稱「**綠色範圍構築物**」)使建築、車輛、行人的交通得以在綠色範圍及綠色並加黑點範圍內往來。
- 於2026年12月31日或之前或署長批准的其他日期，買方自費並令署長滿意在綠色範圍及綠色並加黑點範圍表面整飾、興建路緣及渠道，以及按署長要求為此等範圍提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
- 自費保養綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在該處上及內建造、裝設及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本批地文件特別條款第(4)條交還綠色範圍及綠色並加黑點範圍的管有予政府時為止。

批地文件特別條款第(7)條訂明：

(b) 買方須：

- 於2026年12月31日或之前或署長可能批准的其他日期，買方自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
 - 鋪設及平整粉紅色底色加上藍色影線和黑點範圍；及
 - 提供及建造按照署長酌情要求的暗渠、污水管、排水渠、道路或其他構築物(以下統稱「**粉紅色底色加上藍色影線和黑點範圍構築物**」)使建築、車輛、行人的交通得以在粉紅色底色加上藍色影線和黑點範圍內往來。
- 於2026年12月31日或之前或署長批准的其他日期，買方自費並令署長滿意在粉紅色底色

加上藍色影線和黑點範圍表面整飾、興建路緣及渠道，以及按署長要求為此等範圍提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、服務設施、街燈、交通標誌、街道設施、道路標記及植物；及

- 自費保養粉紅色底色加上藍色影線和黑點範圍連同粉紅色底色加上藍色影線和黑點範圍構築物及在該處上及內建造、裝設及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本特別條款第(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍的管有予政府時為止。

- 倘若買方未能於本特別條款第(b)分條的指定日期或經署長批准的其他日期內履行其在本特別條款第(b)分條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

- 有關買方在該地段內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：

批地文件特別條款第(8)條訂明：

買方須全面遵照此等批地條款及香港現時或隨時生效的所有建築、衛生及規劃相關條例、附例和規例在該地段興建一座或多座建築物。該座或多座建築物須在2026年12月31日或之前建成並適宜居住。

批地文件一般條件第7(a)分條訂明：

買方須於批地年期的期間根據批地文件建造或重建(該詞語指本一般條件第(b)分條提及的重新發展)：

- 按經批准的設計和布局及任何經批准建築圖則維持一切建築物，不得對其作出修訂或更改；及
- 保養所有已興建或今後可能按批地文件或任何其後的合同性修改興建的所有建築物於修繕妥當及良好的保養狀態，直至批地年期結束或提前終止而交還為止。

批地文件特別條款第(3)條訂明：

(a) 買方須：

- 於2026年12月31日或署長批准的其他日期，買方自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
 - 鋪設及平整附於本批地文件特別條款的圖則上以分別綠色及綠色並加黑點範圍顯示的未來公共道路部分(以下分別簡稱「**綠色範圍**」及「**綠色並加黑點範圍**」)；及
 - 提供及建造按照署長酌情要求的行人十字路口、橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物(以下統稱「**綠色範圍構築物**」)使建築、車輛、行人的交通得以在綠色範圍及綠色並加黑點範圍內往來；
- 於2026年12月31日或之前或署長批准的其他日期，買方自費令署長滿意在綠色範圍及綠色並加黑點範圍表面整飾、興建路緣及渠道，以及按署長要求為此等範圍提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
- 自費保養綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在該處上及內建造、裝設及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本批地文件特別條款第(4)條交還綠色範圍及綠色並加黑點範圍的管有予政府時為止。

- (b) 倘若買方未能於本特別條款第(a)分條的指定日期或經署長批准的其他日期內履行其在本特別條款第(a)分條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (c) 倘因買方履行或不履行本特別條款第(a)條的義務或政府行使本特別條款第(b)條的權利或其他情況直接或間接地導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不負責或承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

批地文件特別條款第(4)條訂明：

茲只限於為推行批地文件特別條件第(3)條訂明的必要工程，買方須於本批地文件之日，獲授綠色範圍的管有權。買方將於署長發給買方之信件上所載日期獲授綠色並加黑點範圍的管有權，惟該日期不可遲於2020年10月31日。綠色範圍及綠色並加黑點範圍須應政府要求交回政府，而無論如何，若署長發出信件表示所有批地文件條件已妥為履行並達致滿意，上述範圍即被視為已於發信當天由買方交回政府。買方須在其管有綠色範圍及綠色並加黑點範圍的所有合理時間內允許所有政府及公眾車輛及行人自由出入綠色範圍及綠色並加黑點範圍，並確保有關通行及使用不受根據批地文件特別條件第(3)條進行之工程或其他工程干擾或阻礙。

批地文件特別條款第(7)條訂明：

- (b) 買方須：
- (i) 於2026年12月31日或之前或署長可能批准的其他日期，買方自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
- (I) 鋪設及平整粉紅色底色加上藍色影線和黑點範圍；及
- (II) 提供及建造按照署長酌情要求的暗渠、污水管、排水渠、道路或其他構築物（以下統稱「**粉紅色底色加上藍色影線和黑點範圍構築物**」）使建築、車輛、行人的交通得以在粉紅色底色加上藍色影線和黑點範圍內往來；
- (ii) 於2026年12月31日或之前或署長批准的其他日期，買方自費並令署長滿意在粉紅色底色加上藍色影線和黑點範圍表面整飾、興建路緣及渠道，以及按署長要求為此等範圍提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、服務設施、街燈、交通標誌、街道設施；道路標記及植物；及
- (iii) 自費保養粉紅色底色加上藍色影線和黑點範圍連同粉紅色底色加上藍色影線和黑點範圍構築物及在該處上及內建造、裝設及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本特別條款第(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍的管有予政府時為止。
- (c) 倘若買方未能於本特別條款第(b)分條的指定日期或經署長批准的其他日期內履行其在本特別條款第(b)分條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

批地文件特別條款第(14)條訂明：

- (a) 買方可在該地段內搭建、建造和提供經署長書面批准的康樂設施及該處的附屬設施（以下簡稱「**設施**」）。設施的類型、大小、設計、高度及布局亦須事前提交署長書面批核。
- (c) 如設施任何部分豁免根據本批地特別條款第(b)分條規定計入總樓面面積（以下簡稱「**豁免設施**」）：

- (ii) 買方須自費維修豁免設施以保持其維修充足及狀態良好，並負責運作豁免設施以令署長滿意；及
- (iii) 豁免設施只可供現已或將會建於該地段的一座或多座住宅大廈的居民及彼等之真正訪客使用，任何其他人士或人等概不可使用。

批地文件特別條款第(15)條訂明：

在該地段上或毗鄰的樹木，不得在未得到署長事先書面同意的情况下移除或遭受干擾。而署長在給予同意時，可以加上其認為合適的關於移植、補償性園景美化或重植的條款。

批地文件特別條款第(16)條訂明：

買方須自費在尚未建設的該地段任何部分及平台（如有）進行園景美化和種植樹木及灌木，其後並須維修和保養，以保持該處安全、清潔、整齊及健康，以令署長滿意。

批地文件特別條款第(25)(a)(i)(I)分條及(a)(i)(II)分條訂明：

買方必須按指定的比率，在該地段內提供車位（以下簡稱「**住宅停車位**」），供在該地段上已建或擬建建築物的住戶、他們的真正客人、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的車輛，使署長滿意。

批地文件特別條款第(25)(a)(iii)分條訂明：

買方須按指定比率提供若干額外車位（以下簡稱「**訪客停車位**」），以供在該地段上已建或擬建的建築物的住戶的真正來賓、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下任何規例及任何修訂法例領有牌照的車輛，使署長滿意。

批地文件特別條款第(25)(b)分條訂明：

- (i) 買方須在按特別條款第(25)(a)(i)(I)分條（可按批地文件特別條款第(27)條修訂）提供的車位及訪客停車位中，保留與指定按建築事務監督要求及批准的車位數目作為供《道路交通條例》、其下的任何規例及任何修訂法例界定的傷殘人士停泊車輛（按此保留與指定的這些車位下稱「**傷殘人士停車位**」），而必須從訪客停車位中，抽起最少一個車位以保留與指定為傷殘人士停車位，以及買方不可以保留或指定所有訪客停車位成為傷殘人士停車位。
- (ii) 傷殘人士停車位不得用作停泊供傷殘人士（按《道路交通條例》、其任何附屬規例及任何修訂法例定義）使用且供在該地段上已建或擬建建築物的住戶、他們的真正來賓、訪客或獲邀請人之車輛之外的任何用途，尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作汽車清潔美容服務。

批地文件特別條款第(25)(c)分條訂明：

- (i) 買方必須在該地段內按指定比率提供若干車位（以下簡稱「**電單車停車位**」），供在該地段已建或擬建的建築物的住戶、他們的真正客人、訪客或獲邀請人停泊他們所擁有按《道路交通條例》、其下的任何規例及任何修訂法例領牌照的電單車，使署長滿意。

- (ii) 批地文件特別條款第(25)(c)(i)分條訂明提供的電單車停車位中(可按批地文件特別條款第(27)條修訂)不得用作本特別條件第(c)(i)分條所列用途以外的任何用途,尤其是上述車位不得用作儲存、展示或展覽供出售或作他用的車輛或用作汽車清潔美容服務。

批地文件特別條款第(26)(a)分條訂明:

須在該地段提供停泊上落貨貨車的車位,須令署長滿意。比率是該地段已建成或擬建的一座或多座建築物中每 800 個住宅單位或其中部分分配一個上落貨車位,或按照署長批准的其他比率。

批地文件特別條款第(31)條訂明:

買方須向署長提交一份經署長批核並且列明將會按照本批地文件特別條件第(25)(a)(i)(I)分條、第(25)(a)(i)(II)分條、第(25)(c)(i)分條及第(26)(a)分條(可分別根據本文特別條件第(27)條調整)及本特別條件第(25)(a)(iii)分條及第(25)(b)(i)分條於該地段範圍內提供所有車位及上落貨車位的布局圖則,或經認可人士(釋義以《建築物條例》、其任何附屬規例及相關修訂法例所訂為準)核證的圖則。在提交該布局圖則前,買方不可進行任何涉及該地段或其任何部分或該處已建或擬建建築物或建築物任何部分的交易(分別於特別條款第(7)(f)(i)條及特別條款第(7)(f)(ii)條訂明粉紅色底色加上藍色影線和黑點範圍的分割及交還、特別條款第(21)(c)條訂明的租約或租賃或就該租約或租賃作出的合約及特別條件第(21)(d)條訂明的建築按揭或署長批准的其他交易除外)上述核准圖則載明的車位及上落貨車位除作本文特別條件第(25)及(26)條分別訂明的用途外,不可作任何其他用途。買方應遵照上述核准圖則維修車位及上落貨車位和其他地方,包括但不限於電梯、樓梯平台和運轉及循環區域。除非事前獲署長書面同意,否則不可更改布局圖。除上述核准圖則註明的車位外,該地段或該處任何建築物或構築物均不可作泊車用途。

批地文件特別條款第(32)條訂明:

在項目發展或重建期間,臨時通道讓建築車輛進出該地段是容許的,但其位置須由署長允許及受制於署長附加的其他條件。於項目發展或重建完成後,買方須自費在署長指定的時間內將臨時通道所在的位置恢復原狀,使署長滿意。

批地文件特別條款第(34)條訂明:

- (a) 如果任何土地需要或已經被分割、移走或退讓或堆積或堆填或進行任何類型的斜坡護土工程,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,旨在構建、平整或開發該地段或其中任何部分或買方按批地文件的條件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斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其後成為必要的其他工程,以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,避免與防止其後發生任何塌方、山泥傾瀉或地陷。買方須在批地文件的年期內自費保養上述土地、斜坡處理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程,使其處於妥善及充足的維修和良好的狀態,使署長滿意。
- (c) 若於任何時間內由於買方進行的奠基、平整、開發或其他工程或任何其他原因而造成任何泥土剝落、泥石傾瀉或土地下陷,不論在該土地內或從該土地,在該地段或從任何毗鄰或毗連政府或出租土地內,買方須自費還原和修復達致署長滿意,並須就因該等泥土剝落、泥石傾瀉或土地下陷而直接或間接產生或有關的一切責任、索償、損失、損害、開支、費用、成本、要求、法律訴訟及程序彌償及繼續彌償政府。

- (d) 在本特別條款所提供予違反特別條款的權利與濟助外,署長有權以書面通知形式要求買方進行、興建及保養上述土地、斜坡整理工程、護土牆或其他承托物、保護物、排水系統或附屬或其他工程,或還原和修復任何泥土剝落、泥石傾瀉或土地下陷,且如買方忽略或未能在指明期限內遵從該通知達致署長滿意,署長可立即執行和進行任何有需要的工程,而買方須應要求向政府償還該工程的費用連同任何行政或專業費用及收費。

批地文件特別條款第(37)條訂明:

- (a) 倘若從該地段或任何由該土地的發展所影響的其他區域的泥土、廢石方、瓦礫、建築廢料或建築材料(以下簡稱「廢物」)腐蝕、沖刷或傾倒到公共小巷或道路或入內或到路渠、前濱或海床、污水渠、雨水渠、明渠或其他政府物業(以下簡稱「政府物業」),買方須自費清理政府物業的廢物並彌補對政府物業造成的任何損壞。買方須對上述腐蝕、沖刷或傾倒對私人物業的任何損壞或滋擾所直接或間接產生或有關的一切責任、索償、損失、損害、開支、費用、成本、要求、法律訴訟及程序彌償及繼續彌償政府。
- (b) 即使本特別條款第(a)分條另有規定,署長可以(但沒有責任)在買方要求時清理政府物業的廢物並彌補對政府物業造成的任何損壞,買方須在要求時向政府支付因此產生的費用。

批地文件特別條款第(38)條訂明:

- (a) (i) 買方明確地確認及接受於本批地文件日期該地段附近並無現存之政府污水渠以供連接至該地段。
- (ii) 買方須自費於該地段內以署長滿意之物料及水平建造及提供污水處理及排污設施以供該地段之用(以下簡稱「該排污設施」),致使署長滿意。買方其後須自費運作、維持及維修該排污設施,致使署長滿意。
- (b) 縱使本批地文件特別條款第(40)(b)條另有所訂,當政府污水渠將來已在該地段附近鋪設、安排及提供,並當署長向買方發出書面通知時,買方須自費在該地段以各方面使署長滿意之方式、物料及水平連接該排污設施至政府污水渠或更改污水渠或興建新污水渠或兩者。如買方根據本(b)分條在該地段更改或興建新污水渠以連接至政府污水渠,買方須自費維持及維修上述更改或興建新污水渠,致使署長滿意。
- (c) 買方須在根據本特別條款第(b)分條及本批地文件特別條款第(40)(b)條所指之連接該地段內之污水渠至政府污水渠工程完成後,在署長要求下自費清拆及移除該排污設施或其任何部份而該清拆及移除須在各方面使署長滿意下實行及完成。
- (d) 縱使本特別條款另有所訂,政府並無責任及並不就在該地段鋪設、安排或提供任何政府污水渠或就在該地段附近鋪設、安排或提供任何政府污水渠之時間作出任何隱含或明示之保證。
- (e) 買方須於所有合理時間批准政府、署長及其人員、承建商、代理、工人和獲署長授權的任何人士(不論有否帶同工具、設備、裝置、器械及車輛)有權自由及不受限制且免費通行、進出、往返及行經該地段或其任何部分及任何現已興建或將會興建在上的一幢或多幢建築物以便視察、抽樣、測試、測量、量度以及紀錄該排污設施和視察及檢查該排污設施與政府排水渠之連接或根據本特別條款第(b)分條更改或興建排水渠以連接至政府排水渠與及根據本特別條款第(c)分條清拆和移除該排污設施或其任何部份之情況。倘因政府、署長及其人員、承建商、代理、工人及獲署長授權的任何人士因行使其根據本特別批地條款第(e)條之權利或其他情況而直接或間接導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾,政府概不承擔任何責任或義務,及買方不得就任何該等損失、損害、滋擾或騷擾而向任何該等人士作出索償。
- (f) 買方須就其履行或不履行本特別條款第(a)(ii)、(b)及(c)分條之責任或政府、署長及其人員、承建商及代理及獲署長授權的任何人士因行使其根據本特別條款第(e)分條之權利而直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償並繼續彌償,並確保其免責。

批地文件特別條款第(39)條訂明：

買方須在任何時候，特別是在任何建築、保養、翻新或維修工程（以下簡稱「**工程**」）期間，採取或促使他人採取一切適當及充分的處理、技巧及預防措施，避免對該地段、綠色範圍、綠色並加黑點範圍或它們的任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、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「**服務設施**」）造成任何損壞、阻礙或干擾。買方在進行上述任何工程之前，須進行或促使他人進行適當的勘測及必要的查詢，確定任何服務設施的現況及水平，並須向署長提交處理任何可受工程影響的服務設施一切方面的書面建議，並取得他的批准，及不得在取得署長對工程及上述建議作出的書面批准之前進行該等工程。買方須履行署長於批准上述建議時對服務設施施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復上述工程對該地段、綠色範圍、綠色並加黑點範圍或它們的任何部分或任何服務設施造成的任何損壞、阻礙或干擾（除非署長另作選擇，署長對明渠、污水渠、雨水渠或總水喉進行修復，買方須在要求時向政府支付該等工程費用），使署長滿意。如果買方未能對該地段或綠色範圍、綠色並加黑線範圍或它們的任何部分或任何服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，買方須在要求時向政府支付該等工程費用。

批地文件特別條款第(40)條訂明：

- (a) 買方須自費興建及維持該地段邊界內或政府土地內署長認為必要的排水渠及渠道，並達致署長滿意，以便暴雨截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠，及如因暴雨或雨水造成損害或滋擾而直接或間接引起或招致任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序，買方需獨力承擔責任並向政府作出彌償並繼續彌償。
- (b) 連接該地段的任何排水渠及污水渠至政府的雨水渠及污水渠的工程（當已鋪設及受委託）可由署長進行，署長無須就因此等工程對買方造成的損失或損害負責，而買方須應要求向政府支付上述連接工程的費用。或者，該等連接工程亦可由買方自費進行，以達致署長滿意，而在該種情況下，該等連接工程（包括特別條款第(38)(b)所述之工程）任何一段若在政府土地內修建，須由買方自費保養，直至政府要求時由買方移交給政府，由政府出資負責往後的保養，而買方須應要求向政府支付上述連接工程的技術檢查之費用。倘若買方沒有維修建在該政府土地內的上述連接工程的任何一段，署長可以進行其認為必要的維修工程，而買方須應要向政府支付上述工程費用。

批地文件特別條款第(41)條訂明：

- (a) 買方須於批地文件之日起計6個曆月內或署長批准的其他延期內，就有關該地段的發展上所有建議的工程，自費並在各方面使渠務署署長滿意下向渠務署署長提交或安排提交一份渠務影響評估（以下簡稱「**渠務影響評估**」），該評估書須載有渠務署署長要求的資料及細項，包括但不限於因發展該地段而引起的所有不利渠務影響，以及緩解措施、改善工程和其他措施和工程的建議。
- (b) 買方須自費及在渠務署署長規定的期限內進行及實施獲渠務署署長根據本特別條款第(a)分條批准的渠務影響評估內的建議，以達致渠務署署長在各方面滿意。
- (c) 渠務影響評估的技術方面須由特許土木工程師或具有土木工程專業學科資格的香港工程師學會的會員進行。
- (d) 該地段或其任何部分在渠務署署長根據本特別條款第(a)分條以書面批核渠務影響評估前，不得在該地段或其任何部分展開任何建造工程（拆除工程、特別條款第(7)(b)(i)分條及第(7)(b)(ii)分條所載的將於粉紅色底色加上藍色影線和黑點範圍進行的工程除外）。
- (e) 為免存疑和在不影響一般條款第5條的一般適用範圍下，買方特此明文確認及同意，買方須全權負責自費進行及實施經渠務署署長批准的渠務影響評估作出的建議，在一切方面使渠務署署長滿

意。政府毋須就買方履行或不履行本特別條款的責任或其他原因所直接或間接引起或附帶引起對買方或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或騷擾負責或承擔責任。買方不得就任何該等損失、損害、滋擾或騷擾向政府提出索償。

批地文件特別條款第(42)條訂明：

- (a) 買方須在本批地文件之日期起的六個曆月內或署長可批准的其他時期內自費提交或安排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**」）予環境保護署署長作出書面審批，在一切方面使環境保護署署長滿意。除其他事項外，上述排污影響評估須載有環境保護署署長要求的資料及詳情，包括但不限於開發該地段可能產生的一切不利的排污影響和緩解措施、改善工程及其他措施及工程的建議。
- (b) 買方須在環境保護署署長及渠務署署長指定的時限內自費進行及實施經環境保護署署長按照本特別條款第(a)分條批准的排污影響評估的建議，在一切方面使環境保護署署長及渠務署署長滿意。其後買方於批地年期期間須自費保養緩解措施、改善工程及其他措施及工程，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特許土木工程師或具有土木工程專業學科資格的香港工程師學會的會員進行。
- (d) 該地段或其任何部分在環境保護署署長根據本特別條款第(a)分條以書面批核排污影響評估前，不得在該地段或其任何部分展開任何建造工程（拆除工程、本特別條款第(7)(b)(i)分條及本特別條款第(7)(b)(ii)分條所載的將於粉紅色底色加上藍色影線和黑點範圍進行的工程和地盤平整工程除外）。
- (e) 為免生疑及在無損一般條款第(5)條適用性的情況下，買方現明確地確認及同意他須全權負責自費進行和實施排污影響評估中環境保護署署長批准的建議，以使環境保護署署長及渠務署署長全面滿意，其後買方須自費保養為了實施環境保護署署長批准排污影響評估的建議緩解措施、改善工程及其他措施及工程，以使環境保護署署長及渠務署署長全面滿意。政府對買家或任何其他人士就因或有關履行或不履行本特別條款的義務或其他原因時所直接或間接或附帶引致或蒙受的任何損失、損害、滋擾或騷擾概無責任或法律責任。買家亦不得就任何該等損失、損害、滋擾或騷擾向政府提出任何申索。

批地文件特別條款第(43)條訂明：

- (a) 買方須由批地文件之日起6個曆月內或署長批准之其他時間，自費向署長提交或促使其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**」），供署長書面批准，以在各方面達致署長滿意。噪音影響評估除其他事項外，還須載有署長要求的資料及詳情，包括但不限於所有因發展該地段而引起一切不利的噪音影響，及適當的噪音緩解措施、改善工程及其他措施及工程的建議（以下簡稱「**噪音緩解措施**」）。
- (b) 買方須自費，及在署長指定的時限內進行及實施噪音影響評估中所建議並經署長按照本特別條款第(a)分條批准的噪音緩解措施（以下簡稱「**獲批准噪音緩解措施**」），以在各方面達致署長滿意。

批地文件特別條款第(44)(a)條訂明：

倘若獲批准噪音緩解措施中包括在該地段構建或興建一個或多個隔音屏障並伸延至超出該地段的地界至任何毗鄰政府土地任何部分之上或上方（以下簡稱「**隔音屏障**」），買方須自費按照獲建築事務監督批准的圖則設計、構建及興建隔音屏障，並須在各方面符合《建築物條例》、其任何附屬規例及任何修訂法例。

批地文件特別條款第(45)條訂明：

- (a) 買方現確認在本批地文件日期於該地段附近沿西貢公路設有現存高壓地底煤氣的傳輸管道(以下簡稱「**傳輸管道**」)；
- (b) 買方須在本協議之日起6個歷月或署長可批准的其他時間內自費以在一切方面使機電工程署署長滿意的方式向機電工程署署長提交或安排提交一份等量風險評估(以下簡稱「**等量風險評估**」)以取得其書面批准，該評估須載有機電工程署署長可要求的資料及詳情，包括但不限於傳輸管道對該地段及其上面的發展項目和機電工程署署長可決定的其他土地(該等土地在下文統稱「**有關土地**」)造成風險的等量風險評估(機電工程署署長對此作出的決定為最終的及對買方有約束力)和在該地段內進行緩解措施、防護工程及其他設施和工程的建議(以下簡稱「**風險降低措施**」)並確保降低傳輸管道對該地段及有關土地造成的風險至符合規劃署印發的香港規劃標準與準則及其任何修訂或取代，以及機電工程署署長指定的其他要求準則評估潛在危險裝置對裝置以外地方所構成的危險的水平。
- (c) 買方須自費在機電工程署署長指定的時間內進行及完成經機電工程署署長根據本特別條款第(b)分條批准的等量風險評估作出的建議(以下簡稱「**經批准風險降低措施**」)，在一切方面使機電工程署署長滿意，其後買方須自費在本批地文件租期期間保養為了實施經批准風險降低措施所建造或安裝的一切構築物或設施，在一切方面使機電工程署署長滿意。
- (d) 根據本特別條款第(b)分條，在機電工程署署長以書面形式批准等量風險評估之前，不得在該地段或其任何部分展開任何建築工程(拆除工程、根據本特別條款第(7)(b)(i)及第(7)(b)(ii)在粉紅色底色加上藍色影線和黑點範圍的工程和地盤平整工程除外)。
- (e) 為免存疑和在不影響本文件一般條款第5條的一般適用範圍下，買方特此明文確認及同意，買方須全權負責並自費進行及實施經批准風險降低措施，在一切方面使機電工程署署長滿意。其後買方須自費保養為了實施經批准風險降低措施所建造或安裝的一切構築物或設施，在一切方面使機電工程署署長滿意。政府毋須就買方履行或不履行本特別條款的責任或其他原因所直接或間接引起或附帶引起對買方或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或騷擾負責或承擔責任。買方不得就任何該等損失、損害、滋擾或騷擾向政府提出索償。

批地文件特別條款第(46)條訂明：

- (a) 買方須在本協議之日起6個歷月或署長可批准的其他時間內自費以在一切方面使環保署署長滿意的方式向環保署署長進行一份就該地段土壤及地下水之污染評估(以下簡稱「**污染評估**」)，並其後將污染評估報告提交予署長以取得其書面批准。在署長的書面要求下，買方須自費以在一切方面使環保署署長滿意的方式並在署長指定的時間內進行署長指明署長所要求就該地段的除污或其他工作(以下簡稱「**除污工作**」)。
- (b) 在污染評估報告已交予環保署署長及署長批准污染評估以及除污工作(如需要)已在在一切方面使環保署署長滿意之下完成之前，不得在該地段或其任何部分展開任何建築工程(拆除工程、根據本特別條款第(7)(b)(i)及第(7)(b)(ii)在粉紅色底色加上藍色影線和黑點範圍的工程及渠務工程(只在緊急情況下)除外)或本批地文件特別條款第(16)條所述之環境美化工程。
- (c) 為免存疑和在不影響本一般條款第5條的一般適用範圍下，買方特此明文確認及同意，買方須全權負責自費進行污染評估及實施除污工作(如需要)，在一切方面使環保署署長滿意。政府毋須就買方履行或不履行本特別條款的責任或其他原因所直接或間接引起或附帶引起對買方或任何其他人士造成或令其蒙受的任何損失、損害、滋擾或騷擾負責或承擔責任。買方不得就任何該等損失、損害、滋擾或騷擾向政府提出索償。

6. 對買方造成負擔的租用條件：

批地文件特別條款第(2)條訂明：

- (a) 買方確認於本批地文件之日期該地段現時存在若干構築物(該構築物以下簡稱「**現有構築物**」)。買方承諾自費並在各方面令署長滿意程度下，從該地段拆除及清除所述的現有構築物(該拆除及清除現有構築物工程以下簡稱為「**拆除工程**」)。倘因現有構築物之存在或拆除工程直接或間接或附帶引起令買家或其他人士招致或蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何負責或承擔責任，而買方不得就任何該等損失、損害、滋擾或騷擾向政府提出索償。倘現有構築物的存在及拆除工程直接或間接產生或有關的一切責任、索償、損失、損害、開支、費用、成本、要求、法律訴訟及程序，買家須彌償及繼續彌償政府。
- (b) 為免存疑和在不影響本一般條款第(5)條的一般適用範圍下，買方應被視為已滿意並接納該地段(紅色間線範圍除外)於本批地文件日期的狀態及條件。買方亦被視為已滿意並接納紅色間線範圍於紅色間線範圍根據特別條款第(1)(a)(ii)分條交給買方當天的狀態及條件與及現有構築物之存在。買方不得因此向政府提出任何反對或申索。

批地文件特別條款第(5)條訂明：

未經署長書面同意，買方不得使用綠色範圍及綠色並加黑點範圍作儲物用途，或在該處搭建任何臨時構築物，又或用作本特別條款第(3)條訂明的工程以外的任何其他用途。

批地文件特別條款第(6)條訂明：

- (a) 買方管有綠色範圍及綠色並加黑點範圍或其任何部分期間，須於所有合理時間：
 - (i) 允許政府、署長、其人員、承辦商、代理、工人及署長授權的任何其他人等，不論攜帶工具、設備、機器、機械或駕車與否，自由及不受限制地通行、進出、往返和行經該地段、綠色範圍及綠色並加黑點範圍，以便檢查、檢驗及監督任何遵照特別條款(3)(a)分條執行的工程，以及執行、檢查、檢驗和監督任何遵照本特別條款(3)(b)分條規定的工程及署長認為有必要在綠色範圍及綠色並加黑點範圍實施的任何其他工程；
 - (ii) 允許政府及政府授權的相關公用事業公司行使權利，不論攜帶工具、設備、機器、機械或駕車與否，自由及不受限制地且免費通行、進出、往返和行經該地段、綠色範圍及綠色並加黑點範圍，以便於綠色範圍及綠色並加黑點範圍或任何毗連土地之內、其上或其下執行工程，包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道和其他導體及附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、燃氣(如有)及其他服務。買方應與政府和政府授權的相關公用事業公司充分合作，以處理所有關乎在綠色範圍及綠色並加黑點範圍或其他毗鄰土地內執行任何上述工程的事項；及
 - (iii) 允許水務監督人員及彼等授權的其他人等行使權利，不論攜帶工具、設備、機器、機械或駕車與否，按水務監督人員及自由及不受限制地且免費通行、進出、往返和行經該地段及綠色範圍及綠色並加黑點範圍，以執行任何關於運作、維修、修理、更換及更改綠色範圍及綠色並加黑點範圍內任何其他水務裝置的工程。就該等特別條款而言，水務監督人員為根據《水務設施條例》，及其後所訂立的規例以及任何修訂法例所定義。
- (b) 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負責，不論是否由政府、署長、其人員、承辦商、代理、工人、水務監督人員及任何根據本特別條款第(a)分條授權的任何人士或公用事業公司因直接或間接性履行本特別條款第(a)分條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。
- (c) 買方須就其履行或不履行本特別條款之責任或政府、署長及其人員、承建商、代理、工人、水務監督人員及任何根據本特別條款第(a)分條授權的任何人士或公用事業公司因行使其根據本特別批地條款第(a)分條之權利而直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序，買家須彌償及繼續彌償政府。

批地文件特別條款第(7)條訂明：

- (a) 除非獲得署長事先書面同意(署長可按其完全酌情權在給出同意時按其認為合適施加條款及條件或拒絕給出同意)，買方不得在本批地文件附圖中該地段粉紅色底色加上藍色影線和黑點範圍(以下簡稱「**粉紅色底色加上藍色影線和黑點範圍**」)上、跨越、之上、下、之下或之內，均不得豎立、建造或放置任何建築物或構築物(依據本特別條件第(b)分條提供或建造的構築物除外)或為任何建築物或構築物而設的支撐物。
- (d) 就任何對買方或任何其他人士造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或不履行本特別條款第(b)分條的義務或責任或政府行使本特別條款第(c)分條的權利或其他原因而直接或間接引起或附帶發生的，政府概不負責或承擔責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (e) 於粉紅色底色加上藍色影線和黑點範圍根據本特別條款(f)(ii)分條交還政府之前，買方必須在一切合理時間允許政府、署長及其人員、承建商、代理、工人及署長授權的任何其他人士，不論攜帶工具、設備、機器、機械或駕車與否，自由及不受限制地通行、進出、往返及行經該地段包括粉紅色底色加上藍色影線和黑點範圍或其任何部分，以便檢查、檢驗及監督任何遵照本特別條款(b)分條執行的工程，以及按照本特別條款(c)分條規定執行檢查、檢驗及監督任何工程或署長認為有必要實施於粉紅色底色加上藍色影線和黑點範圍的任何其他工程。
- (f) 即使特別條款第(21)及(24)條另有規定：
- (i) 買方根據本特別條款第(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍之前，須自費簽訂署長指定或批准格式和條文的分割契約，以從該地段分割粉紅色底色加上藍色影線和黑點範圍，使署長滿意。買方應自費於土地註冊處註冊該分割契約。如上辦妥註冊之前(除在各方面均符合賣地條件並令署長滿意後的整個該地段的轉讓，或根據本特別條款第(21)(d)分條訂明的建築按揭，或署長批准的其他交易外)不可進行任何涉及該地段或其任何部份或該處已建或擬建任何建築物或任何建築物部份的交易；
- (ii) 買方可隨時於署長要求時，按署長全權酌情指定，自費向政府交還及騰空交回粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分連同粉紅色底色加上藍色影線和黑點範圍構築物及所有按本特別條款第(b)(iii)分條在的構築物、表面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物的管有權，除任何署長根據本特別條款第(a)分條已事先書面同意豎立或興建之一個或多個建築物外，不帶任何產權負擔，亦不得向政府收取任何形式的代價、款項或補償。然而，政府概無責任必須按買方要求收回粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分，政府可按其視為恰當收回有關土地。買方須就此自費於署長指定的期限內訂立一份或多份土地交還契約和署長以書面批准或指定格式及條文的任何其他必要文件；及
- (iii) 買方不可轉讓、按揭、押記、分租、出讓或以其他方式處置或使粉紅色底色加上藍色影線和黑點範圍涉及轉讓或其任何一個或多個部分或當中任何權益或協議進行上述事項，惟本特別條款第(f)(iii)分條並不適用於依照本特別條款(f)(i)分條分割粉紅色底色加上藍色影線和黑點範圍、依照本特別條款(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍、及進行本批地特別條款第(21)(d)條訂明的建築按揭或押記。
- (g) (i) 買方不能將粉紅色底色加上藍色影線和黑點範圍或其中任何部分作以下用途之外的任何用途：
- (I) 往來該地段及根據特別條款第32(b)(i)及32(c)分條所容許車輛通道地點之行車通道；
- (II) 根據本特別條款第(g)(ii)分條作供公眾步行或乘輪椅通過的公共行人通道；及
- (III) 署長自行酌情批准的其他用途。
- 不准在粉紅色底色加上藍色影線和黑點範圍或其中任何部分內存放貨物或停泊車輛。
- (ii) 買方於粉紅色底色加上藍色影線和黑點範圍根據本特別條款第(f)(ii)分條交還政府之前，買方必須時刻均須允許政府及所有公眾全日免費自由步行或乘坐輪椅通行及再通行、行經、往返、經越、穿越及跨越粉紅色底色加上藍色影線和黑點範圍未根據本特別條款第(f)(ii)分條交還政府之部份或按署長要求的部份，以作所有合法用途。

- (iii) 就任何對買方或任何其他人士造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或不履行批地文件本特別條款第(g)(ii)分條的義務或政府、署長及其人員、承建商、代理、工人以及獲署長授權的任何人士行使批地文件本特別條款第(e)分條的權利或其他原因而引起或附帶發生的，政府概不負責或承擔責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (h) 茲現明確協議及聲明，儘管本特別條款第(g)(ii)分條款賦予買方責任，惟買方並無意劃出而政府亦並無同意劃出粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分供公眾行使權利通行。
- (i) 現明確協議及聲明，儘管本批地特別條款(g)(ii)款訂明買方負有責任，買方不可預期根據《建築物(規劃)規例》第22(1)條、其任何相關修訂及取代規例享有額外上蓋面積或地積比率寬免或權利或就此提出申索等。為免存疑，買方現明確放棄就《建築物(規劃)規例》第22(1)條、其任何相關修訂及取代規例訂明的額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (j) 現明確協議及聲明，儘管本批地特別條款(f)(ii)款訂明買方負有責任，買方不可預期根據《建築物(規劃)規例》第22(2)條、其任何相關修訂及取代規例享有額外上蓋面積或地積比率寬免或權利或就此提出申索等。為免存疑，買方現明確放棄就《建築物(規劃)規例》第22(2)條、其任何相關修訂及取代規例訂明的額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (k) 買方同意及接納，粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分根據本批地特別條款(f)(ii)款交回政府後，其發展或重建該地段或其任何部分時可能因為該地段面積遞減等理由而無法取得本批地特別條款第(10)(c)條訂明的最大樓面總面積。倘無法取得本批地特別條款第(10)(c)條訂明的最大樓面總面積，政府概無責任而買方不可向政府申索賠償或退還地價或其他等。
- (l) 已取得署長根據本特別條款第(a)分條發出事前書面同意下興建或建造任何構築物(以下簡稱「**核准粉紅色底色加上藍色影線和黑點範圍構築物**」)，買方同意：
- (i) 如非事前獲署長書面批准，不會以任何方式改動、修改或加建(不論是否已經建築事務監督根據《建築物條例》及其任何附屬規例及補充法例批准)核准粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分，就本批地文件特別條款而言，建築事務監督將根據《建築物條例》及其任何附屬規例及補充法例批准；
- (ii) 政府概毋須就買方或任何其他人士在粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分依照本批地特別條款(f)(ii)款交還政府之前或之後因核准粉紅色底色加上藍色影線和黑點範圍構築物招致或蒙受的損失、損害、滋擾或騷擾負責或承擔責任；
- (iii) 在毋損政府任何其他權利的原則下，署長隨時均可行使絕對酌情權向買方發出不少於三個曆月的書面通知，要求其按署長指定拆卸和清拆核准粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分，而毋須給予任何理由。政府毋須就買方因拆卸和清拆核准粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分所招致或蒙受的損失、損壞、滋擾或干擾負責或承擔責任，買方無權因該等損失、損壞、滋擾或干擾而向政府提出任何申索或要求任何賠償；
- (iv) 自費維修(包括所有必要的修理及清潔工程和署長指定的其他工程)核准粉紅色底色加上藍色影線和黑點範圍構築物，時刻保持其狀況良好及維修充足狀態，全面令署長滿意，直至核准粉紅色底色加上藍色影線和黑點範圍構築物拆卸或清拆為止；及
- (m) 買方須就其履行或不履行本特別條款之責任或政府、署長及其人員、承建商、代理、工人及獲署長授權的任何人士因行使其根據本特別批地條款第(e)分條之權利、或因興建、存在、移走或清拆核准粉紅色底色加上藍色影線和黑點範圍構築物或因核准粉紅色底色加上藍色影線和黑點範圍構築物的狀態和條件或因核准粉紅色底色加上藍色影線和黑點範圍構築物的欠於維修或其他有關核准粉紅色底色加上藍色影線和黑點範圍構築物而直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序須向政府彌償及繼續彌償政府。

批地文件特別條款第(12)條訂明：

- (a) 未經署長事先書面批准，不得於批地文件附夾的圖則顯示為粉紅色並加黑點範圍(以下簡稱「**粉紅色並加黑點範圍**」)之內豎立或興建任何建築物或構築物或任何建築物或構築物之支承物或伸展物，除下列訂明外；-
- (i) 邊界牆或圍欄或兩者；
 - (ii) 根據本批地文件特別條款第(16)條所提供之園景設備；及
 - (iii) 環境保護署署長所批准具有位於粉紅色並加黑點範圍及粉紅色底色加上藍色影線和黑點範圍外之新鮮空氣入口或多於一個入口之一層或多層地庫。
- (b) 就本特別條款而言，署長就以下事項之決定：
- (i) 何為本特別條款第(a)(iii)分條所指之一層或多層地庫層；及
 - (ii) 本特別條款第(a)(iii)分條所指之一層或多層地庫層是否具有位於粉紅色並加黑點範圍及粉紅色底色加上藍色影線和黑點範圍外之新鮮空氣入口或多於一個入口
- 為最終決定並對買方有約束力。

批地文件特別條款第(29)條訂明：

- (a) 儘管已遵守及履行本批地文件，須令署長滿意，住宅停車位及電單車停車位不得：-
- (i) 轉讓，除非：-
 - (I) 連同賦予專有權使用及佔用已建或擬建於該地段各建築物一個或多個住宅單位的不可分割份數一併轉讓；或
 - (II) 承讓人現時已擁有具專有權使用及佔用已建或擬建於該地段各建築物一個或多個住宅停車位的不可分割份數；或 - (ii) 分租，除非租予現已或擬建於該地段的各建築物內住宅單位的住客。
- 於任何情況下，已建或擬建於該地段各建築物內任何一個住宅單位的業主或住戶概不可承讓或承租多於三個住宅停車位及電單車停車位。

批地文件特別條款第(33)條訂明：

買方不可在任何毗鄰或鄰連該地段的政府土地進行削土、移土或土地後移工程，或在政府土地進行任何建造工程、填土工程或任何類型的斜坡處理工程，除非事先獲署長書面同意，而署長可全權酌情在給予同意時制訂彼認為恰當的條款與條件，包括收取其指定的地價額外增批政府土地作為該地段的增批地段。

批地文件特別條款第(39)條訂明：

買方須在任何時候，特別是在任何建築、保養、翻新或維修工程(以下簡稱「**工程**」)期間，採取或促使他人採取一切適當及充分的處理、技巧及預防措施，避免對該地段、綠色範圍、綠色並加黑點範圍或它們的任何部分之上、上面、之下或毗鄰的任何政府或其他的現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務任何其他工程或裝置(以下統稱「**服務設施**」)造成任何損壞、阻礙或干擾。買方在進行上述任何工程之前，須進行或促使他人進行適當的勘測及必要的查詢，確定任何服務設施的現況及水平，並須向署長提交處理任何可受工程影響的服務設施一切方面的書面建議，並取得他的批准，及不得在取得署長對工程及上述建議作出的書面批准之前進行該等工程。買方須履行署長於批准上述建議時對服務設施施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。買方必須

自費在一切方面維修、彌補及修復上述工程對該地段、綠色範圍、綠色並加黑點範圍或它們的任何部分或任何服務設施造成的任何損壞、阻礙或干擾(除非署長另作選擇，署長對明渠、污水渠、雨水渠或總水喉進行修復，買方須在要求時向政府支付該等工程費用)，使署長滿意。如果買方未能對該地段或綠色範圍、綠色並加黑線範圍或它們的任何部分或任何服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，買方須在要求時向政府支付該等工程費用。

批地文件特別條款第(47)條訂明：

- (a) 買方無權由該地段進入海中及由海中進入該地段。
- (b) 政府保留有關於任何時間收回前海濱至該地段朝海一邊的權利，而買方無權向政府索取任何賠償，不論根據前濱及海床(填海工程)條例及任何其附例及任何修訂法例或其他。

批地文件特別條款第(48)條訂明：

- (a) 政府並不保證位於該地段內或附近現存之海岸線為合適用作指定用途，同時並不在此作出任何種類之保證或承諾(不論明示或隱含)。
- (b) 買方須自費於該地段進行及興建署長全權酌情要求相關河堤或海堤及其他海洋構築物及設施(以下簡稱「**海堤及海洋構築物**」)以保護及支持該地段及該地段之上已興建或將興建之建築物或構築物。為免存疑，海堤及海洋構築物之任何部份包括地基將不會在該地段以外。
- (c) 買方須在本批地文件年期內自費維持海堤及海洋構築物，致使署長滿意。
- (d) 倘因買方履行或不履行本特別條款第(b)分條及第(c)分條的義務或因現存海岸線於該地段之存在或該地段因受潮汐及海浪、風暴潮或其他影響之狀況導致或令買方或任何其他人士直接或間接蒙受任何損失、損害、滋擾或騷擾，政府概不負責或承擔責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償或以其他方式要求退回地價。
- (e) 買方須就履行或不履行其根據本特別條款之義務或海堤及海洋構築物的狀態及條件直接或間接產生的所有責任、申索、損失、損害、開支、費用、收費、訴求、訴訟及法律程序須向政府彌償及繼續彌償政府。

批地文件一般條件第(11)條訂明：

當買方未能或忽略履行、遵守或符合批地文件，政府有權收回該地段或其任何部分以及在該地段或其任何部分的所有或任何建築物、搭建物及工程，並取回其管有權，且當該地段被收回時：

- (i) 買方在該地段被收回之部分的權利將絕對地停止或終止；
- (ii) 買方無權獲得任何地價退款、款項或賠償；及
- (iii) 政府之任何其他權利、補償及申索將不受影響。

備註：

1. 本節所載的「**買方**」指批地文件訂明的「買方」，如上下文意允許或規定則包括其遺產執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人。
2. 請參閱批地文件以了解全部詳情。完整的批地文件文本可於售樓處營業時間作出要求後免費查閱，並可在支付所需影印費後取得批地文件之複印本。

A. Information on Facilities that are required under the Land Grant to be constructed and provided for the Government, or for public use

1. The Green Area and Green Stippled Black Area as referred to in Special Condition Nos. (3), (4), (5) and (6) of the Land Grant

(I) Provisions under the Land Grant

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

(a) The Purchaser shall:

(i) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

(I) lay and form those portions of future public roads respectively shown coloured green and green stippled black on the plan annexed hereto (hereinafter referred to as "**the Green Area**" and "**the Green Stippled Black Area**" respectively);

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

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

(ii) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and the Green Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at the Purchaser's own expense the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area has been re-delivered in accordance with Special Condition No. (4) hereof.

(b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.

(c) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligation under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or

otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

For the purpose only of carrying out the necessary works specified in Special Condition No. (3) of the Land Grant, the Purchaser shall on the date of the Land Grant be granted possession of the Green Area. The Purchaser shall be granted possession of the Green Stippled Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st October 2020. The Green Area and The Green Stippled Black Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area and the Green Stippled Black Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(3) hereof or otherwise.

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

The Purchaser shall not without the prior written consent of the Director use the Green Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (3) hereof.

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

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

(i) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Green Area and the Green Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (3) (b) hereof and any other works which the Director may consider necessary in the Green Area and the Green Stippled Black Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Green Area and the Green Stippled Black Area as the Government or the relevant public utility companies authorized by the Government may require for the purpose of any works to be carried out in, upon or under the Green Area and the Green Stippled Black Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall cooperate fully with the Government and also

with the relevant public utility companies authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area, the Green Stippled Black Area or any adjoining land; and

- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot, the Green Area and the Green Stippled Black Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repair, replacement and alteration of any waterworks installations within the Green Area and the Green Stippled Black Area. For the purpose of these Conditions, "Water Authority" shall be as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation.
- (b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the exercise by the Government, the Director and his officers, contractors, agents, workmen, the officers of the Water Authority and any persons or public utility companies authorized under subclause (a) of this Special Condition of the rights conferred under sub-clause (a) 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.
- (c) 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 or non-fulfilment of the Purchaser's obligations under this Special Condition or the exercise by the Government, the Director and his officers, contractors, agents, workmen, the officers of the Water Authority and any persons or public utility companies authorized under sub-clause (a) of this Special Condition of the rights conferred under sub-clause (a) of this Special Condition.

(II) Provisions under the Deed of Mutual Covenant.

"Green Area"

means those portions of future public roads shown coloured green on the plan annexed to and referred to in Special Condition No.(3)(a)(i)(I) of the Government Grant;

"Green Area Structures"

means the pedestrian crossings, bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require referred to and defined as "the Green Area Structures" under Special Condition No.(3)(a)(i)(II) of the Government Grant;

"Green Stippled Black Area"

means those portions of future public roads shown coloured green stippled black on the plan annexed to and referred to in Special Condition No.(3)(a)(i)(I) of the Government Grant;

Clause 4.6 stipulates that:-

The annual budget shall cover the Management Expenses for the Common Areas and Facilities

including without limiting the generality of the foregoing:-

- (q) the costs and expenses of maintaining the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director until possession of the Green Area and the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Government Grant;

Clause 4.7 stipulates that:-

The annual budget shall be divided into the following parts:-

- (a) The first part shall cover all expenditure which in the opinion of the Manager (whose decision shall be conclusive save for manifest error) is to be expended for the benefit of all Owners or required for the proper management of the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director until possession of the Green Area and the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Government Grant, the Land, the Development and the Development Common Areas and Facilities;

Clause 5.1 stipulates that:

Subject to the provisions of the Ordinance, the management of the Land and the Development shall be undertaken by the Manager for an initial period of two (2) years from the date of this Deed and shall continue until terminated as provided under Clause 4.1 of this Deed. Subject to the provisions of the Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Development for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner irrevocably appoints the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorized under this Deed. Without in any way limiting the generality of the foregoing, the Manager shall have the rights and powers to do the following:-

- (aa) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Land and the Development as a whole or the Common Areas and Facilities or the Green Area, and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director until possession of the Green Area and the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Government Grant, and the fire safety system of the Development with power to bind all Owners as to any policy adopted or decision reached or action taken in relation to any such dealings;
- (hhh) To repair, maintain and upkeep the Green Area and the Green Stippled Black Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire

hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in good repair and condition and to the satisfaction of the Director until possession of the Green Area and the Green Stippled Black Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Government Grant;

- (iii) To manage and maintain for and on behalf of the Owners the land, areas, structures, facilities or drains or channels whether within or outside (if required by the Government) the Lot, the construction of which is the liability and/or responsibility of the First Owner and, for the purpose of this sub-clause, such management and maintenance shall include the Green Area, the Green Stippled Black Area and the Green Area Structures up to the time at which possession thereof is re-delivered to the Government in accordance with the terms of the Government Grant;

Clause 57 stipulates that:

The Owners shall at their own expenses in the proportion of the number of Undivided Shares (excluding the Undivided Shares allocated to the Common Areas and Facilities) allotted to their respective Units maintain the Green Area and the Green Stippled Black Area together with the Green Area Structures (until possession of which is re-delivered to the Government) and to carry out such works thereon and thereto to the satisfaction of the Director and in observance and compliance with Special Condition Nos.(5) and (6) and any other provisions of the Government Grant. No Owner shall without the prior written consent of the Director sue the Green Area and the Green Stippled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (3) of the Government Grant.

(III) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

2. The Pink Stippled Black Hatched Blue Area as referred to in Special Condition No. (7) of the Land Grant

(I) Provisions under the Land Grant

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

- (a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses it at his absolute discretion), no building or structure or support for any building or structure (other than the structure or structures provided or constructed in accordance with sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, above, under, below or within that portion of the Lot shown coloured pink stippled black hatched blue on the plan annexed hereto (hereinafter referred to as "**Pink Stippled Black Hatched Blue Area**").
- (b) The Purchaser shall :-
 - (i) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:

- (I) lay and form the Pink Stippled Black Hatched Blue Area; and
- (II) provide and construct such culverts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "**the PSBHBA Structures**")

so that building, vehicular and pedestrian traffic may be carried on the Pink Stippled Black Hatched Blue Area;

- (ii) on or before the 31st day of December, 2026 or such other date as may be approved by the Director, at the Purchaser's own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Stippled Black Hatched Blue Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
 - (iii) maintain at the Purchaser's own expense the Pink Stippled Black Hatched Blue Area together with the PSBHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the Pink Stippled Black Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (f)(ii) of this Special Condition.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
 - (d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) 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.
 - (e) the Purchaser shall at all reasonable times prior to the surrender of the whole of the Pink Stippled Black Hatched Blue Area to the Government in accordance with sub-clause (f)(ii) of this Special Condition permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress free of charge to, from and through the Lot including the Pink Stippled Black Hatched Blue Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Stippled Black Hatched Blue Area.
 - (f) Notwithstanding the provisions of Special Conditions Nos. (21) and (24) hereof:
 - (i) prior to the surrender of the Pink Stippled Black Hatched Blue Area referred to in sub-clause (f)(ii) of this Special Condition, the Purchaser shall at his own expense carve out to the satisfaction of the Director the Pink Stippled Black Hatched Blue Area from the lot by way of a deed poll in such form and containing such provisions as the Director shall require or approve, which deed poll shall be registered by the Purchaser at his own expense at the Land Registry and no transaction (except an assignment of the lot

as a whole after compliance with these Conditions in all respects to the satisfaction of the Director or a building mortgage under Special Condition No. (21)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration;

- (ii) the Purchaser shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Stippled Black Hatched Blue Area or any part or parts thereof together with the PSBHBA Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant as referred to in sub-clause (b)(iii) of this Special Condition as the Director shall at his sole discretion specify to the Government save and except any structure or structures erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition but otherwise free from all incumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Purchaser provided always that the Government shall be under no obligation to accept surrender of the Pink Stippled Black Hatched Blue Area or any part or parts thereof at the request of the Purchaser, but may do so as and when it sees fit and for this purpose the Purchaser shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require; and
- (iii) the Purchaser shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Stippled Black Hatched Blue Area or any part or parts thereof or any interest therein or enter into any agreement so to do provided that this subclause (f)(iii) shall not apply to the carving out of the Pink Stippled Black Hatched Blue Area under sub-clause (f)(i) of this Special Condition, the surrender of the Pink Stippled Black Hatched Blue Area to the Government referred to in sub-clause (f)(ii) of the Special Condition, the assignment of the lot as a whole after compliance with these Conditions in all respects to the satisfaction of the Director or a building mortgage referred to in Special Condition No. (21)(d) hereof.
- (g) (i) The Purchaser shall not use the Pink Stippled Black Hatched Blue Area or any part or parts thereof for any purpose other than for:
 - (I) vehicular traffic to and from the Lot between the vehicular access points permitted under Special Conditions Nos. (32)(b)(i) and (32)(c) hereof;
 - (II) public pedestrian passage on foot or by wheelchair as specified in sub-clause (g)(ii) of this Special Condition; and
 - (III) such other purposes as the Director in his sole discretion may approve.

No goods or vehicles shall be stored or parked within the Pink Stippled Black Hatched Blue Area or any part or parts thereof.
- (ii) The Purchaser shall, prior to the surrender of the whole of the Pink Stippled Black Hatched Blue Area to the Government in accordance with sub-clause (f)(ii) of this Special Condition, permit the Government and all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over such part or parts of the Pink Stippled Black Hatched Blue Area which have not been surrendered to the Government in accordance with sub-clause (f)(ii) of this Special Condition or any part or parts thereof as the Director may require.
- (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser

or any other person arising whether directly or indirectly out of or incidental to the fulfilment or non-fulfilment of the Purchaser's obligations under sub-clause (g)(ii) of this Special Condition or the exercise of the rights by the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director under sub-clause (e) 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.

- (h) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Purchaser contained in sub-clause (g)(ii) of this Special Condition, neither the Purchaser intends to dedicate nor the Government consents to any dedication of the Pink Stippled Black Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (i) It is expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (g)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (j) It is further expressly agreed and declared that the obligation on the part of the Purchaser contained in sub-clause (f)(ii) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Purchaser expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.
- (k) The Purchaser agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Stippled Black Hatched Blue Area or any part or parts thereof pursuant to sub-clause (f)(ii) of this Special Condition due to the reduction in the area of the lot or otherwise, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (10)(c) hereof. The Government shall have no liability and the Purchaser shall have no claim for compensation or refund of premium or otherwise whatsoever against the Government, if the maximum gross floor area permitted under Special Condition No. (10)(c) hereof cannot be attained.
- (l) Where structure or structures has or have been erected or constructed with the prior written consent the Director given under sub-clause (a) of this Special Condition (hereinafter referred to as the "**Approved PSBHBA Structures**"), the Purchaser agrees:
 - (i) that no alteration or amendment or addition whatsoever (whether or not it has been approved by the Building Authority under the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be made to the Approved PSBHBA Structures or any part or parts thereof except with the prior written approval of the Director, and for the purpose of these Conditions, "Building Authority" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
 - (ii) that the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person by reason of the Approved PSBHBA Structures whether

- before or after the surrender of the Pink Stippled Black Hatched Blue Area or any part or parts thereof to the Government pursuant to sub-clause (f)(ii) of this Special Condition;
- (iii) that without prejudice to any other rights of the Government, at any time and at his absolute discretion, the Director shall have the right to serve upon the Purchaser a written notice of not less than three calendar months requiring the Purchaser to demolish and remove the Approved PSBHBA Structures or any part thereof as the Director may specify without giving any reason therefor and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Purchaser or any other person arising whether directly or indirectly out of or incidental to the demolition or removal of the Approved PSBHBA Structures or any part thereof 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;
- (iv) to maintain (including all necessary repairs, cleaning and any other works as may be required by the Director) at all times at the Purchaser's own expense the Approved PSBHBA Structures in good and substantial repair and condition in all respects to the satisfaction of the Director until the demolition or the removal of the Approved PSBHBA Structures; and
- (m) 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 erection, presence, removal or demolition of the Approved PSBHBA Structures or the state and condition of the Approved PSBHBA Structures or the lack of repair or maintenance of the Approved PSBHBA Structures or otherwise in respect of the Approved PSBHBA Structures or the fulfilment or non-fulfilment of the Purchaser's obligations under this Special Condition or the exercise of the rights by the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director under sub-clause (e) of this Special Condition.

(II) Provisions of the Deed of Mutual Covenant

Nil

(III) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

3. The Pink Stippled Black Area as referred to in Special Condition No. (12) of the Land Grant

(I) Provisions under the Land Grant

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

- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed within the area shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") save and except:
- (i) boundary walls or fences or both;
- (ii) landscaping works provided in accordance with Special Condition No. (16) hereof; and

- (iii) a basement floor or floors which is or are provided with fresh air intake or intakes located outside the Pink Stippled Black Area and the Pink Stippled Black Hatched Blue Area as may be approved by the Director of Environmental Protection.
- (b) For the purpose of this Special Condition, the decision of the Director as to:
- (i) what constitutes the basement floor or floors referred to in sub-clause (a)(iii) of this Special Condition; and
- (ii) whether the basement floor or floors referred to in sub-clause (a)(iii) of this Special Condition is or are provided with fresh air intake or intakes located outside the Pink Stippled Black Area and the Pink Stippled Black Hatched Blue Area shall be final and binding on the Purchaser.

(II) Provisions of the Deed of Mutual Covenant

Nil

(III) The general public has the right to use those facilities or open space (if any) mentioned above in accordance with the Land Grant.

B. Facilities that are required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

- Please refer to paragraphs A1 to A3 above.
- The facilities or open spaces (if any) mentioned in paragraphs A1 to A3 above are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of the managing, operating or maintaining those facilities or opens spaces (if any) through the management expenses apportioned to the residential properties concerned.

C. Size of any open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. Leg. F)

Not applicable.

E. A plan that shows the location of these facilities and open spaces, and those parts of the land

The plan is a reproduction of the plan as annexed to Lot No. 1003 in Demarcation District No. 214, and is the plan referred to in this section.

A. 批地文件規定須興建並提供予政府或供公眾使用的設施

1. 批地文件特別條件第(3)、(4)、(5)及(6)條所指之「綠色範圍」及「綠色並加黑點範圍」

(I) 批地文件的條款

批地文件特別條款第(3)條訂明：

(a) 買方須：

- (i) 於2026年12月31日或署長可能批准的其他日期或之前，買方自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
 - (I) 鋪設及平整附於本批地文件特別條件的圖則上分別以綠色及綠色並加黑點範圍顯示的未來公共道路部分(以下分別簡稱「**綠色範圍**」及「**綠色並加黑點範圍**」)；
 - (II) 提供及建造按照署長酌情要求的行人十字路口、橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物(以下統稱「**綠色範圍構築物**」)使建築、車輛、行人的交通得以在綠色範圍及綠色並加黑點範圍內往來；
 - (ii) 於2026年12月31日或之前或署長批准的其他日期，買方自費並令署長滿意在綠色範圍及綠色並加黑點範圍表面整飾、興建路緣及渠道，以及按署長要求為此等範圍提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、服務設施、街燈、交通標誌、街道設施、道路標記及植物；及
 - (iii) 自費保養綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在該處上及內建造、裝設及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本批地文件特別條件第(4)條交還綠色範圍及綠色並加黑點範圍的管有予政府時為止。
- (b) 倘若買方未能於指定日期或經署長批准的其他日期內履行其在本特別條款第(a)分條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (c) 倘因買方履行本特別條款第(a)條的義務或政府行使本特別條款第(b)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不負責或承擔責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

批地文件特別條款第(4)條訂明：

茲只限於為推行批地文件特別條件第(3)條訂明的必要工程，買方須於本批地文件之日，獲授綠色範圍的管有權。買方將於署長發給買方之信件上所載日期獲授綠色並加黑點範圍的管有權，惟該日期不可遲於2020年10月31日。綠色範圍及綠色並加黑點範圍須應政府要求交回政府，而無論如何，若署長發出信件表示所有批地文件條件已妥為履行並達致滿意，上述範圍即被視為已於發信當天由買方交回政府。買方須在其管有綠色範圍的所有合理時間內允許所有政府及公眾車輛及行人自由出入綠色範圍及綠色並加黑點範圍，並確保有關通行及使用不受根據批地文件特別條件第(3)條進行之工程或其他工程干擾或阻礙。

批地文件特別條款第(5)條訂明：

未經署長書面同意，買方不得使用綠色範圍及綠色並加黑點範圍作儲物用途，或在該處搭建任何臨時構築物，又或用作本批地文件特別條件第(3)條訂明的工程以外的任何其他用途。

批地文件特別條款第(6)條訂明：

(a) 買方管有綠色範圍及綠色並加黑點範圍或其任何部分期間，須於所有合理時間：

- (i) 允許政府、署長、其人員、承辦商、代理、工人及署長授權的任何其他人等，不論攜帶工具、設備、機器、機械或駕車與否，自由及不受限制地且免費進出、往返和行經該地段、綠色範圍及綠色並加黑點範圍，以便檢查、檢驗及監督任何遵照特別條件(3)(a)分條執行的工程，以及執行、檢查、檢驗和監督任何遵照本特別條件(3)(b)分條規定的工程及署長認為有必要在綠色範圍及綠色並加黑點範圍實施的任何其他工程；
 - (ii) 允許政府及政府授權的相關公用事業公司自由及不受限制地且免費，不論攜帶工具、設備、機器、機械或駕車與否，按彼等需要通行、進出、往返和行經該地段、綠色範圍及綠色並加黑點範圍，以便於綠色範圍及綠色並加黑點範圍或任何毗連土地之內、其上或其下執行工程，包括但不限於鋪設及其後維修所有水管、電線、管線、電纜管道和其他導體及附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、燃氣(如有)及其他服務。買方應與政府和政府授權的相關公用事業公司充分合作，以處理所有關乎在綠色範圍及綠色並加黑點範圍或其他毗鄰土地內執行任何上述工程的事項；及
 - (iii) 允許水務監督人員及彼等授權的其他人等行使權利，不論攜帶工具、設備、機器、機械或駕車與否，按水務監督人員及彼等授權人士需要通行、進出、往返和行經該地段及綠色範圍及綠色並加黑點範圍，以執行任何關於運作、維修、修理、更換及更改綠色範圍及綠色並加黑點範圍內任何其他水務裝置的工程。就該等特別條款而言，水務監督人員為根據《水務設施條例》，其後所訂立的規例以及任何修訂法例所定義。
- (b) 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、滋擾或干擾負責或承擔責任，不論是否由政府、署長、其官員、承辦商、代理、工人、水務監督人員及任何根據第(a)分條授權的任何人士或公用事業公司因直接或間接性履行本批地文件特別條款第(a)分條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。
- (c) 買方須就其履行或不履行本特別條款之責任或政府、署長及其人員、承建商、代理、工人、水務監督人員及任何根據本特別批地條款第(a)分條授權的任何人士或公用事業公司因行使其根據本特別批地條款第(a)分條之權利而直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序須向政府彌償及繼續彌償政府。

(II) 公契的條款

“綠色範圍”

指批地文件特別條款第(3)(a)(i)(I)條所提及並隨附的圖則以綠色顯示的日後興建公共道路範圍；

“綠色範圍構築物”

指根據批地文件特別條款第(3)(a)(i)(II)條被提及及定義為「綠色範圍構築物」的按照署長酌情要求的行人十字路口、橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物；

“綠色並加黑點範圍”

指批地文件特別條款第(3)(a)(i)(I)條所提及並隨附的圖則以綠色並加黑點顯示的日後興建公共道路範圍；

條款第4.6條訂明：

年度預算應包括公用地方及設施的管理支出，茲毋損前文之一般規定：

- (q) 包括妥善管理綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在其上或其內建造、安裝及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，保持良好修葺及狀況，並達致署長滿意的程度直至綠色範圍及綠色並加黑點範圍的管有權已根據批地文件特別條款第(4)條交還政府為止的成本及開支；及

條款第4.7條訂明：

年度預算應分為以下部分：

- (a) 第一部分應包括管理人認為(明顯錯誤除外，管理人的決定為最終決定)為了全體業主的利益或妥善管理綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在其上或其內建造、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、設備、街燈、交通標誌、街道設施、道路標記及植物，保持良好修葺及狀況，並達致署長滿意的程度直至綠色範圍及綠色並加黑點範圍的管有權已根據批地文件特別條款第(4)條交還政府為止、該土地、該發展項目及該發展項目的公用地方及設施需要支出的一切開支；

條款第5.1條訂明：

在符合該條例的規定的情況下，該土地及發展項目的管理須由管理人承擔，首屆任期為公契日期起計不多於兩年，並在其後續任，但受公契第4.1條的終止條文規限。在符合該條例的規定的情況下，管理人有權為全體業主及代表全體業主，根據公契之規定，為管理發展項目而作出一切必要或適宜之行為及事情，而每位業主均不可撤回地委任管理人為代理人，處理任何有關公用地方及設施之事宜，以及根據公契獲正式授權之所有其他事宜。茲毋損前文之一般規定，管理人應有權利及權力進行以下事項：-

- (aa) 在與政府或任何法定機構或任何公用事業或其他主管當局或任何其他人士以任何方式觸及或關乎該土地及整個發展項目或公用地方及設施或綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在其上或其內建造、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，保持良好修葺及狀況，並達致署長滿意的程度直至綠色範圍及綠色並加黑點範圍的管有權已根據批地文件特別條款第(4)條交還政府為止，以及發展項目的消防安全系統，並有權約束所有業主就任何該等事務所採納的政策、達致的決定或採取的行動；
- (hhh) 維修、管理及維持綠色範圍及綠色並加黑點範圍連同綠色範圍構築物及在其上或其內建造、安裝及提供的所有構築物、表面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物，保持良好修葺及狀況，並達致署長滿意的程度直至綠色範圍及綠色並加黑點範圍的管有權已根據批地文件特別條款第(4)條交還政府為止；
- (iii) 為業主及代表業主管理及維持地段內外的土地、區域、構築物、設施或排水渠或管道(如政府要求)，而該等土地、區域、構築物、設施或排水渠或管道的建造屬第一業主的責任及/或負責，就本條款而言，該等管理及維修包括綠色範圍、綠色並加黑點範圍連同綠色範圍構築物，直至其管有權根據批地文件條款交還政府為止；

條款第57條訂明：

業主須按其各自單位所獲分配的不可分割份數(不包括分配予公用地方及設施的不可分割份數)的比例，自費維持綠色範圍、綠色並加黑點範圍連同綠色範圍構築物(直至其管有權交還政府為止)，並在其上進行工程，以達致署長滿意的程度，並遵守及符合批地文件特別條款第(5)及(6)條，以及任何其他條款。未經署長事先書面同意，業主不得將綠色範圍及綠色並加黑點範圍域用作儲物或搭建任何臨時構築物，或用作進行批地文件特別條款第(3)條所訂明的工程以外的任何用途。

- (III) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

2. 批地文件特別條款第(7)條所指之「粉紅色底色加上藍色影線和黑點範圍」

(I) 批地文件的條款

批地文件特別條款第(7)條訂明：

- (a) 除非獲得署長事先書面同意(署長可按其完全酌情權在給出同意時按其認為合適施加條款或條件或拒絕給出同意)，買方不得在本批地文件附圖中該地段粉紅色底色加上藍色影線和黑點範圍(以下簡稱「粉紅色底色加上藍色影線和黑點範圍」)上、跨越、之上、下、之下或之內，均不得豎立、建造或放置任何建築物或構築物或為任何建築物或構築物而設的支撐物(除根據本特別條款第(b)分條提供或建造的一個或多個構建物外)。
- (b) 買方須：
- (i) 於2026年12月31日或其他署長可能批准的日期或時限或之前自費並按署長批准的方式、物料、標準、水平、定線和設計並使署長在各方面滿意下：
 - (I) 鋪設及平整粉紅色底色加上藍色影線和黑點範圍；及
 - (II) 提供及建造按照署長酌情要求的暗渠、污水管、排水渠、道路或其他構築物(以下統稱「粉紅色底色加上藍色影線和黑點範圍構築物」)；
 使建築、車輛、行人的交通得以在粉紅色底色加上藍色影線和黑點範圍內往來。
 - (ii) 於2026年12月31日或之前或署長批准的其他日期，買方自費令署長滿意在粉紅色底色加上藍色影線和黑點範圍表面整飾、興建路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
 - (iii) 自費保養粉紅色底色加上藍色影線和黑點範圍連同粉紅色底色加上藍色影線和黑點範圍構築物及在該處上及內建造、裝設及提供的所有結構、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本特別條款第(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍的管有予政府時為止。
- (c) 倘若買方未能於指定日期或經署長批准的其他日期內履行其在本特別條款第(b)分條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (d) 就任何對買方或任何其他人士造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或不履行本特別條款第(b)分條的義務或責任或政府行使本特別條款第(c)分條的權利或其他原因而直接或間接引起或附帶發生的，政府概不承擔任何責任和負責；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (e) 於整個粉紅色底色加上藍色影線和黑點範圍根據本特別條款(f)(ii)分條交還政府之前，買方必須允許政府、署長及其人員、承建商、代理、工人及署長授權的任何其他人士，不論攜帶工具、設備、機器、機械或駕車與否，自由及不受限制地且免費通行、進出、往返及行經該地段包括粉紅色底色加上藍色影線和黑點範圍或其任何部分，以便檢查、檢驗及監督任何遵照本特別條款(b)分條執行的工程，以及按照本特別條款(c)分條規定執行任何工程或署長認為有必要實施於粉紅色底色加上藍色影線和黑點範圍的任何其他工程。
- (f) 即使特別條款第(21)及(24)條另有規定：
- (i) 買方根據本特別條款第(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍之前，須自費簽訂署長指定或批准格式和條文的分割契約，以從該地段分割粉紅色底色加上藍色影線和黑點範圍，使署長滿意。買方應自費於土地註冊處註冊該分割契約。如上辦妥註冊之前(除在各方面均符合賣地條件並令署長滿意後的轉讓，或根據本特別條款第(21)(d)分條訂明的建

- 築按揭，或署長批准的其他交易外) 不可進行任何涉及該地段或其任何部份或該處已建或擬建任何建築物或任何建築物部份的交易；
- (ii) 買方可隨時於署長要求時，按署長全權酌情指定，自費向政府交還及騰空交回粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分連同粉紅色底色加上藍色影線和黑點範圍構築物及所有在本特別條款第(b)(iii)分條提及的構築物、表面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物的管有權，除任何署長根據本特別條款第(a)分條已事先書面同意豎立或興建之一個或多個建築物外，不帶任何產權負擔，亦不得向政府收取任何形式的代價、款項或補償。然而，政府概無責任必須按買方要求收回粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分，政府可按其視為恰當收回有關土地。買方須就此自費於署長指定的期限內訂立一份或多份土地交還契約和署長以書面批准或指定格式及條文的任何其他必要文件；
- (iii) 買方不可轉讓、按揭、押記、分租、出讓或以其他方式處置或使粉紅色底色加上藍色影線和黑點範圍涉及轉讓或其任何一個或多個部分或當中任何權益或協議進行上述事項，惟本(f)(iii)分條並不適用於依照本批地特別條款(f)(i)分條分割粉紅色底色加上藍色影線和黑點範圍、依照本批地特別條款(f)(ii)分條交還粉紅色底色加上藍色影線和黑點範圍、及進行本批地特別條款第(21)(d)條訂明的建築按揭或押記。
- (g) (i) 買方不能將粉紅色底色加上藍色影線和黑點範圍或其中任何部分作以下用途之外的任何用途：
(I) 往來該地段及根據特別條款第32(b)(i)及32(c)分條所容許車輛通道地點之行車通道；
(II) 根據本特別條款(g)(ii)分條作供公眾步行或乘輪椅通過的公共行人通道；及
(III) 署長自行酌情批准的其他用途。
不准在粉紅色底色加上藍色影線和黑點範圍或其中任何部分內存放貨物或停泊車輛。
- (ii) 買方於粉紅色底色加上藍色影線和黑點範圍根據本特別條款(f)(ii)分條交還政府之前，買方必須時刻均須允許政府及所有公眾全日免費自由步行或乘坐輪椅通行及再通行、行經、往返、穿越及跨越粉紅色底色加上藍色影線和黑點範圍未根據本特別條款(f)(ii)分條交還政府之部份或按署長要求的部份，以作所有合法用途。
- (iii) 就任何對買方或任何其他人士造成或買方或任何其他人士蒙受的損失、損壞、滋擾或干擾，不論是否因買方履行或不履行批地文件本特別條款(g)(ii)分條的義務或責任或政府行使批地文件本特別條款第(e)分條的權利或其他原因而引起或附帶發生的，政府概不承擔任何責任；買方亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。
- (h) 茲現明確協議及聲明，儘管本特別條款(g)(ii)分條款賦予買方責任，惟買方並無意劃出而政府亦並無同意劃出粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分供公眾行使權利通行。
- (i) 現明確協議及聲明，儘管本批地特別條款(g)(ii)款訂明買方負有責任，買方不可預期根據《建築物(規劃)規例》第22(1)條、其任何相關修訂及取代規例享有額外上蓋面積或地積比率寬免或權利或就此提出申索等。為免存疑，買方現明確放棄就《建築物(規劃)規例》第22(1)條、其任何相關修訂及取代規例訂明的額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (j) 現明確協議及聲明，儘管本批地特別條款(f)(ii)款訂明買方負有責任，買方不可預期根據《建築物(規劃)規例》第22(2)條、其任何相關修訂及取代規例享有額外上蓋面積或地積比率寬免或權利或就此提出申索等。為免存疑，買方現明確放棄就《建築物(規劃)規例》第22(2)條、其任何相關修訂及取代規例訂明的額外上蓋面積或地積比率寬免或權利提出任何及所有索償。
- (k) 買方同意及接納，粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分根據本批地特別條款(f)(ii)款交回政府後，其發展或重建該地段或其任何部分時可能因為該地段面積遞減等理由而無法取得本批地特別條款第(10)(c)條訂明的最大樓面總面積。倘無法取得本批地特別條款第(10)(c)條訂明的最大樓面總面積，政府概無責任而買方不可向政府申索賠償或退還地價或其他等。
- (l) 已取得署長根據本批地特別條款(a)分條發出事前書面同意下興建或建造任何構築物(以下簡稱「核准粉紅色底色加上藍色影線和黑點範圍構築物」)，買方同意：

- (i) 如非事前獲署長書面批准，不會以任何方式改動、修改或加建(不論是否已經建築事務監督根據《建築物條例》及其任何附屬規例及補充法例批准)核准粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分，就本批地文件特別條款而言，建築事務監督將根據《建築物條例》及其任何附屬規例及補充法例批准；
- (ii) 政府概毋須就買方或任何其他人士在粉紅色底色加上藍色影線和黑點範圍或其任何一個或多個部分依照本批地特別條款(f)(ii)款交還政府之前或之後因核准粉紅色底色加上藍色影線和黑點範圍構築物招致或蒙受的損失、損害、滋擾或騷擾負責或承擔任何責任；
- (iii) 在毋損政府任何其他權利的原則下，署長隨時均可行使絕對酌情權向買方發出不少於三個曆月的書面通知，要求其按署長指定拆卸和清拆核准粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分，而毋須給予任何理由。政府毋須就買方因拆卸和清拆核准粉紅色底色加上藍色影線和黑點範圍構築物或其任何一個或多個部分所招致或蒙受的損失、損壞、滋擾或干擾負責或承擔責任，買方無權因該等損失、損壞、滋擾或干擾而向政府提出任何申索或要求任何賠償；
- (iv) 自費維修(包括所有必要的修理及清潔工程和署長指定的其他工程)核准粉紅色底色加上藍色影線和黑點範圍構築物，時刻保持其狀況良好及維修充足狀態，全面令署長滿意，直至核准粉紅色底色加上藍色影線和黑點範圍構築物拆卸或清拆為止；及
- (m) 買方須就其履行或不履行本特別條款之責任或政府、署長及其人員、承建商、代理、工人及獲署長授權的任何人士因行使其根據本特別批地條款第(e)分條之權利、或因興建、存在、移走或清拆核准粉紅色底色加上藍色影線和黑點範圍構築物或因核准粉紅色底色加上藍色影線和黑點範圍構築物的狀態和條件或因核准粉紅色底色加上藍色影線和黑點範圍構築物的欠於維修或其他有關核准粉紅色底色加上藍色影線和黑點範圍構築物而直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序須向政府彌償及繼續彌償政府。

(II) 公契的條款

無

(III) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

3. 批地文件特別條件第(12)條所指之「粉紅色並加黑點範圍」

(I) 批地文件的條款

批地文件特別條款第(12)條訂明：

- (a) 未經署長事先書面批准，不得於批地文件附夾的圖則顯示為粉紅色並加黑點範圍(以下簡稱「粉紅色並加黑點範圍」)之內豎立或興建任何建築物或構築物或任何建築物或構築物之支承物或伸展物，除下列訂明外：-
- (i) 邊界牆或圍欄或兩者；
- (ii) 根據本批地文件特別條款第(16)條所提供之園景設備；及
- (iii) 環境保護署署長所批准具有位於粉紅色並加黑點範圍及粉紅色底色加上藍色影線和黑點範圍外之新鮮空氣入口或多於一個入口之一層或多層地庫。
- (b) 就本特別條款而言，署長就以下事項之決定：
- (i) 何為本特別條款第(a)(iii)分條所指之一層或多層地庫層；及
- (ii) 本特別條款第(a)(iii)分條所指之一層或多層地庫層是否具有位於粉紅色並加黑點範圍及粉紅色底色加上藍色影線和黑點範圍外之新鮮空氣入口或多於一個入口為最終並對買方有約束力。

(II) 公契的條款

無

(III) 公眾有權按照批地文件使用上述之設施或休憩用地(如有)。

B. 批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的設施

1. 請參閱上述A1至A3段。
2. 上述A1至A3段所述之設施或休憩用地(如有)按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地(如有)的部分開支。

C. 批地文件規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

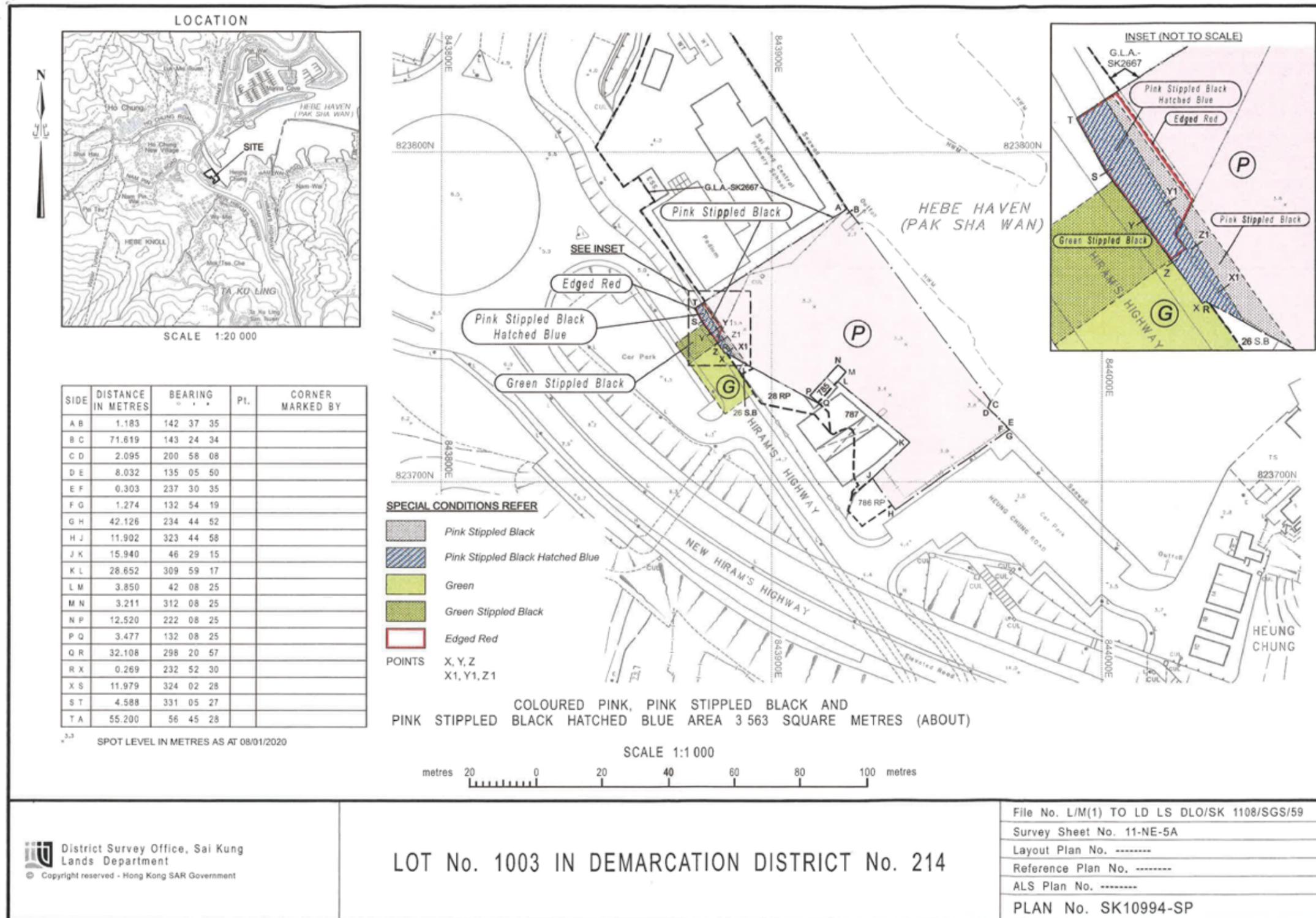
不適用。

D. 發展項目所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部份

不適用。

E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

本圖則是附錄於丈量約份第214約地段第1003號之批地文件的圖則的複製本，亦是本節提及的圖則。



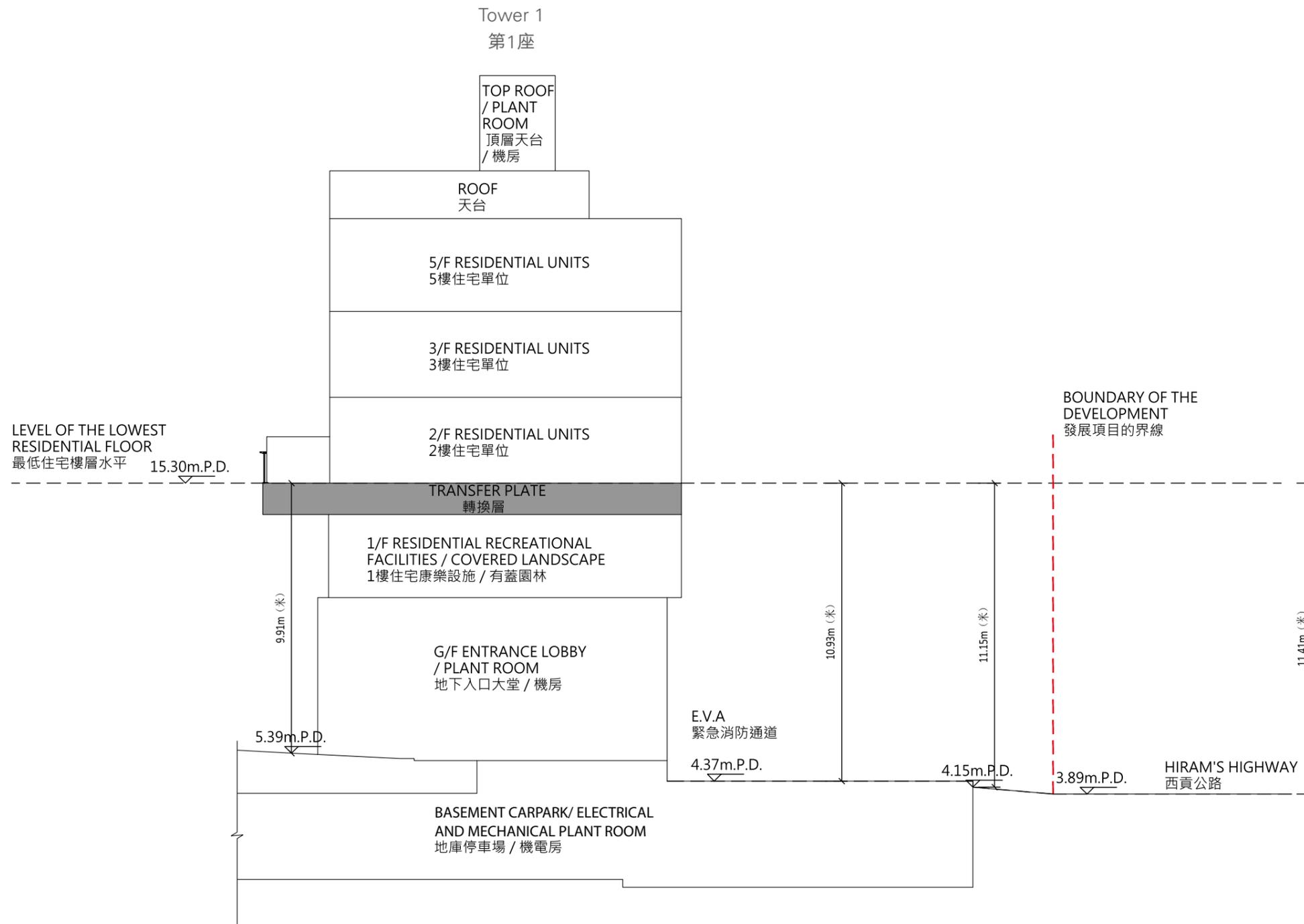
- 粉紅色加黑點
- 粉紅色加藍色斜線及黑點
- 綠色
- 綠色加黑點
- 紅色邊

Note : This plan is extracted from plan annexed to the land grant

註：此圖摘錄自附於批地文件的圖則。

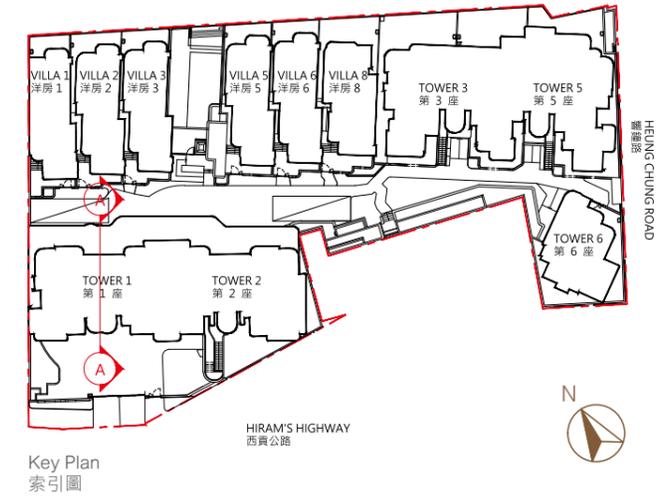
- (a) The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
 - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner 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.
 - (d) In the case of paragraph (c)(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.
- (a) 謹此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
 - (b) 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。
 - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人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買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所。
 - (d) 如屬上述(c)(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。

Cross-section Plan A-A
橫截面圖A-A



Note:
1. This cross-section plan is not drawn to scale.

備註：
1. 此橫截面圖並非按照比例繪圖。

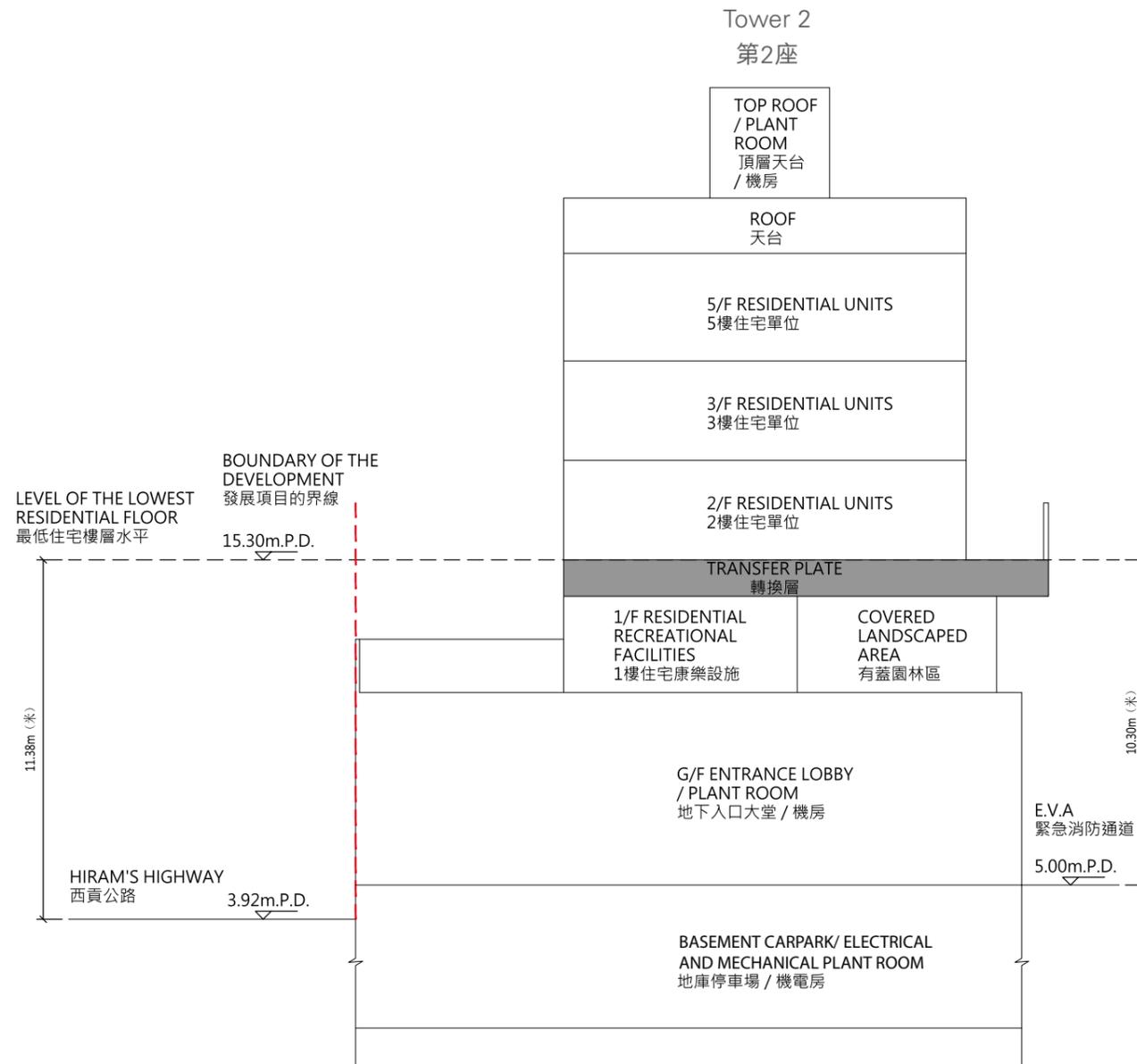


Legend 圖例

1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 4.37 meters above the Hong Kong Principal Datum.
2. The part of access adjacent to the building is 5.39 metres above the Hong Kong Principal Datum.
3. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
4. Dotted line (---) denoted the level of the lowest residential floor.
5. Red dotted line (---) denoted the boundary of the Development.

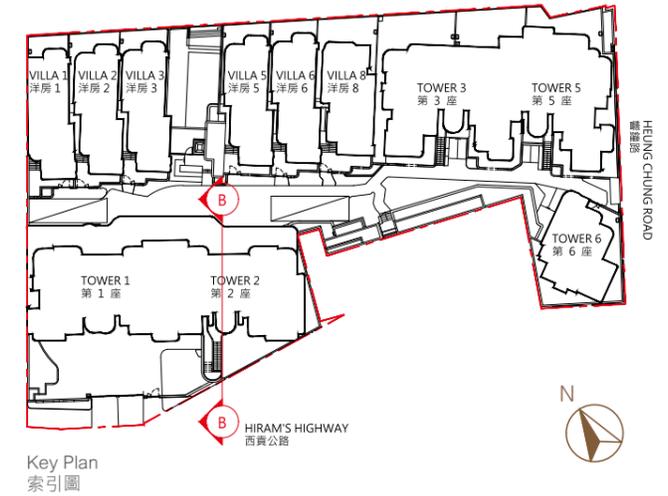
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上4.37米。
2. 毗連建築物的一段通道為香港主水平基準以上5.39米。
3. m.P.D. 代表香港主水平基準以上高度(米)。
4. 虛線(---)代表最低住宅樓層水平。
5. 紅色虛線(---)代表發展項目的界線。

Cross-section Plan B-B
橫截面圖B-B



Note:
1. This cross-section plan is not drawn to scale.

備註：
1. 此橫截面圖並非按照比例繪圖。

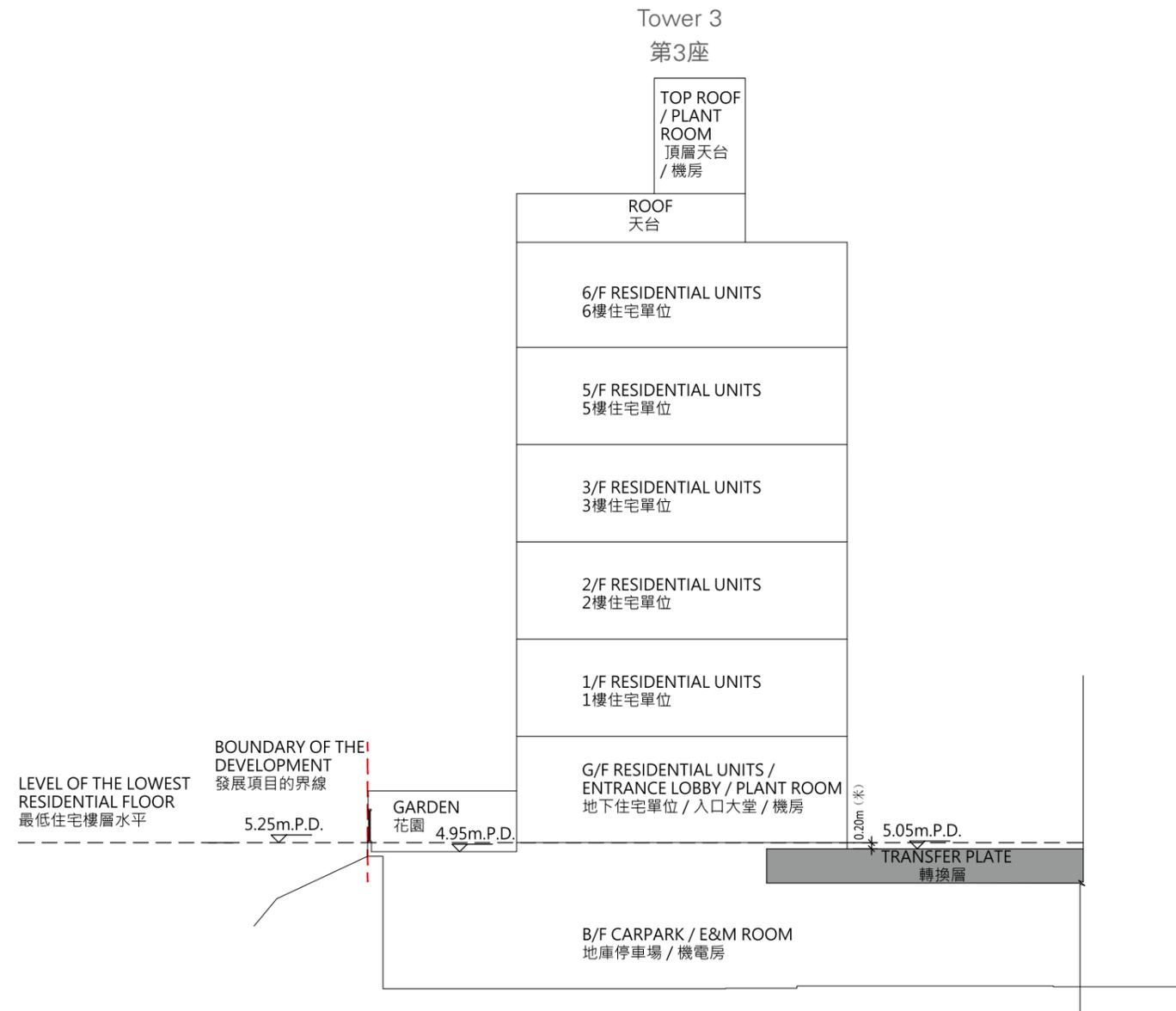


Legend 圖例

1. The part of Hiram's Highway adjacent to the building is 3.92 metres above the Hong Kong Principal Datum.
2. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.00 metres above the Hong Kong Principal Datum.
3. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
4. Dotted line (---) denoted the level of the lowest residential floor.
5. Red dotted line (---) denoted the boundary of the Development.

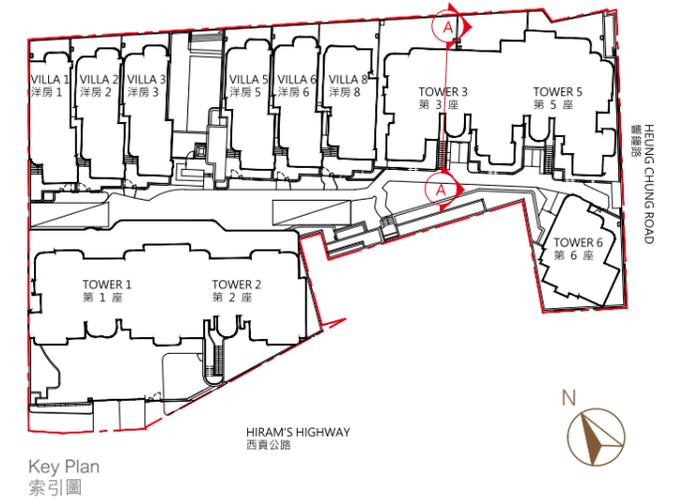
1. 毗連建築物的一段西貢公路為香港主水平基準以上3.92米。
2. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.00米。
3. m.P.D. 代表香港主水平基準以上高度(米)。
4. 虛線(---)代表最低住宅樓層水平。
5. 紅色虛線(---)代表發展項目的界線。

Cross-section Plan A-A
橫截面圖A-A



Note:
1. This cross-section plan is not drawn to scale.

備註：
1. 此橫截面圖並非按照比例繪圖。

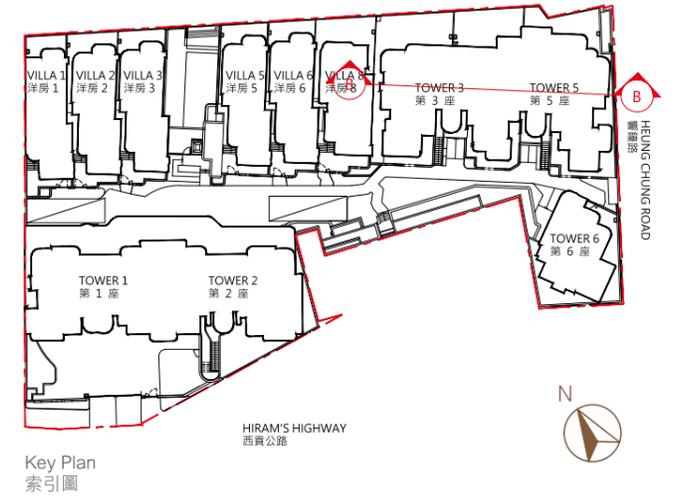
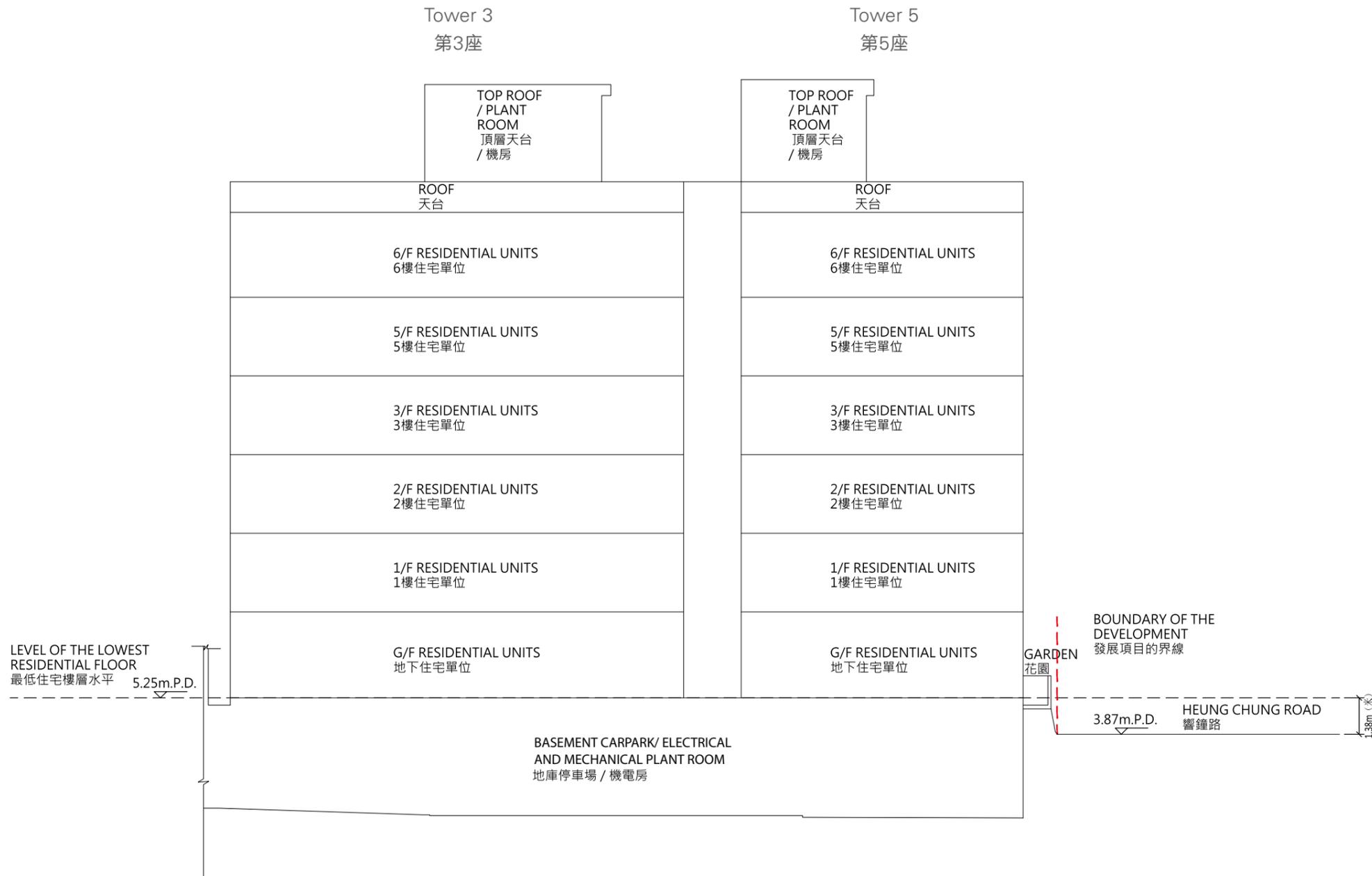


Legend 圖例

1. The part of access adjacent to the building is 5.05 metres above the Hong Kong Principal Datum.
2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
3. Dotted line (---) denoted the level of the lowest residential floor.
4. Red dotted line (- - -) denoted the boundary of the Development.

1. 毗連建築物的一段通道為香港主水平基準以上5.05米。
2. m.P.D. 代表香港主水平基準以上高度(米)。
3. 虛線(---)代表最低住宅樓層水平。
4. 紅色虛線(- - -)代表發展項目的界線。

Cross-section Plan B-B
橫截面圖B-B



Legend 圖例

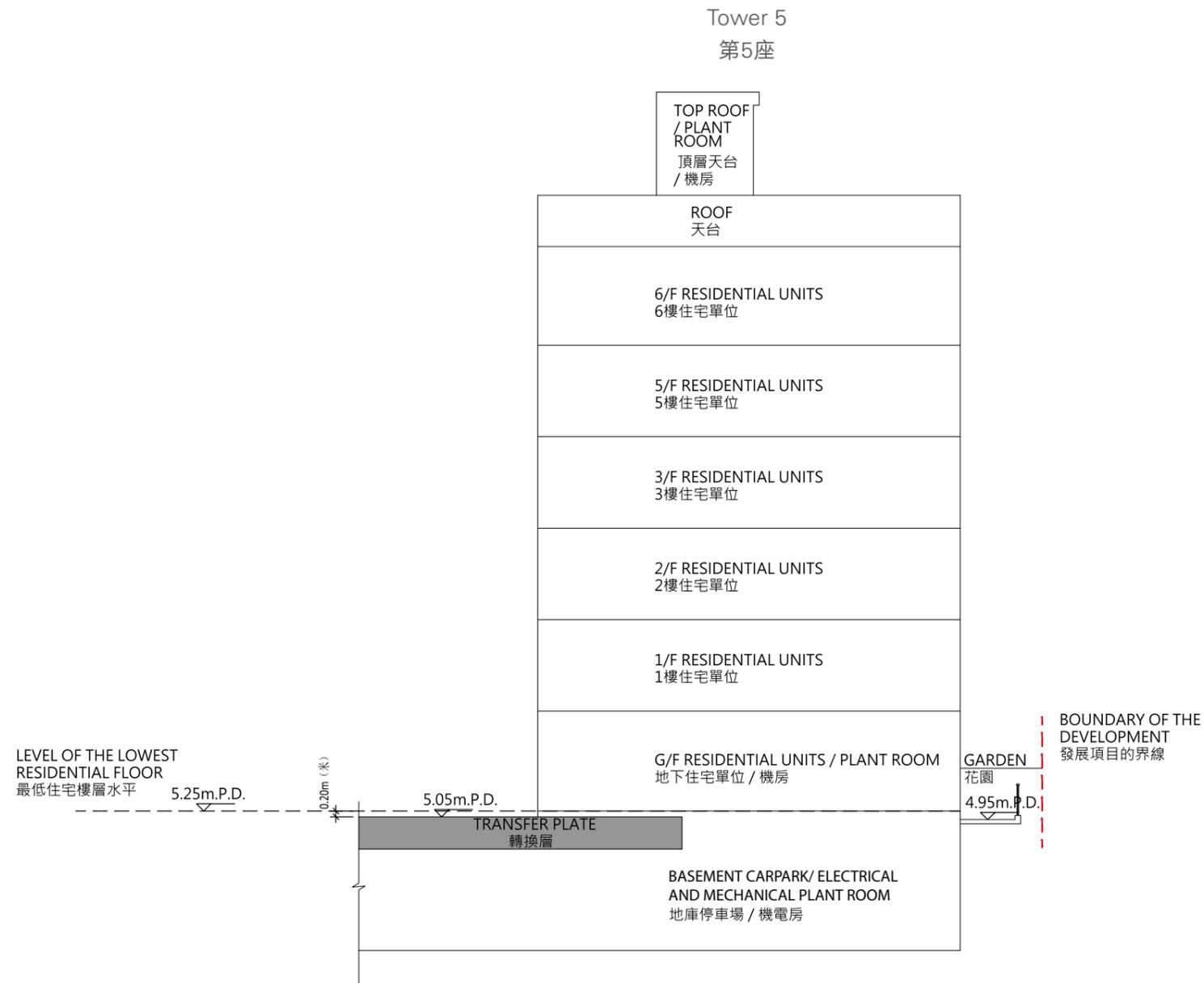
1. The part of Heung Chung Road adjacent to the building is 3.87 metres above the Hong Kong Principal Datum.
2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
3. Dotted line (---) denoted the level of the lowest residential floor.
4. Red dotted line (---) denoted the boundary of the Development.

Note:
1. This cross-section plan is not drawn to scale.

備註：
1. 此橫截面圖並非按照比例繪圖。

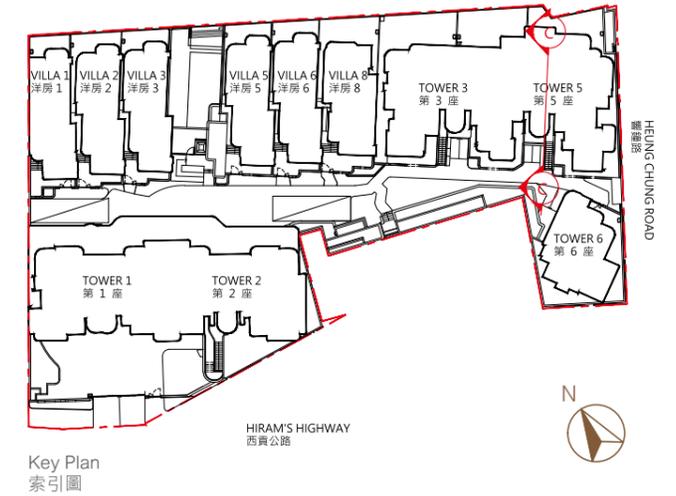
1. 毗連建築物的一段響鐘路為香港主水平基準以上3.87米。
2. m.P.D. 代表香港主水平基準以上高度(米)。
3. 虛線(---)代表最低住宅樓層水平。
4. 紅色虛線(---)代表發展項目的界線。

Cross-section Plan C-C
橫截面圖C-C



Note:
1. This cross-section plan is not drawn to scale.

備註：
1. 此橫截面圖並非按照比例繪圖。

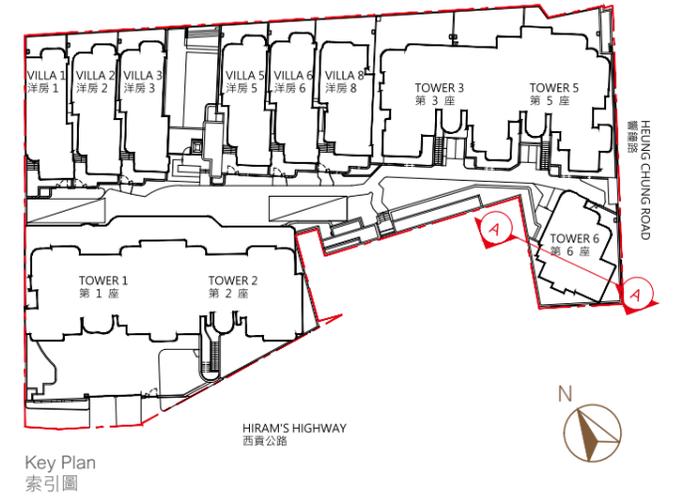
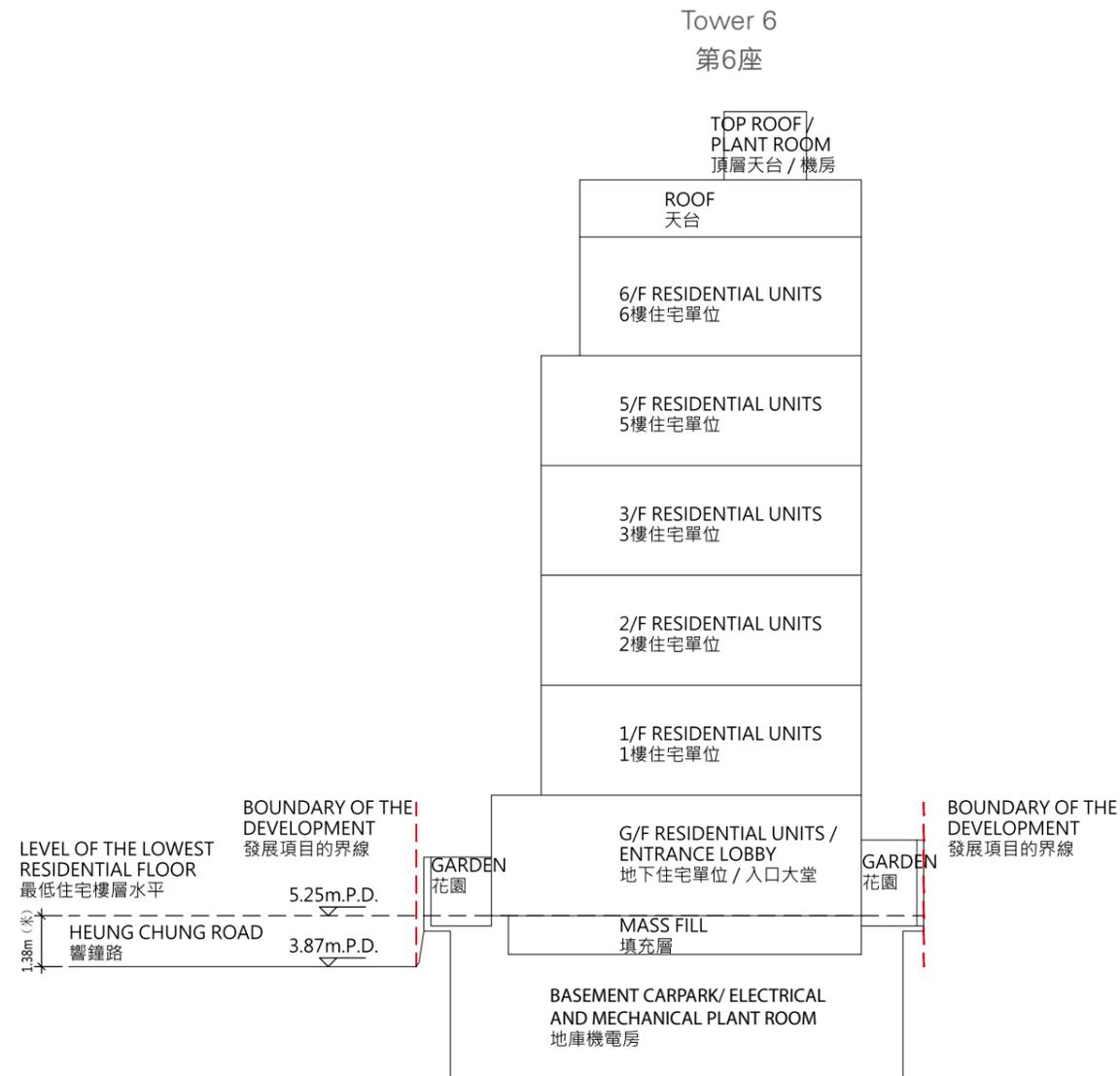


Legend 圖例

1. The part of access adjacent to the building is 5.05 metres above the Hong Kong Principal Datum.
2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
3. Dotted line (---) denoted the level of the lowest residential floor.
4. Red dotted line (---) denoted the boundary of the Development.

1. 毗連建築物的一段通道為香港主水平基準以上5.05米。
2. m.P.D. 代表香港主水平基準以上高度(米)。
3. 虛線(---)代表最低住宅樓層水平。
4. 紅色虛線(---)代表發展項目的界線。

Cross-section Plan A-A
橫截面圖A-A



Legend 圖例

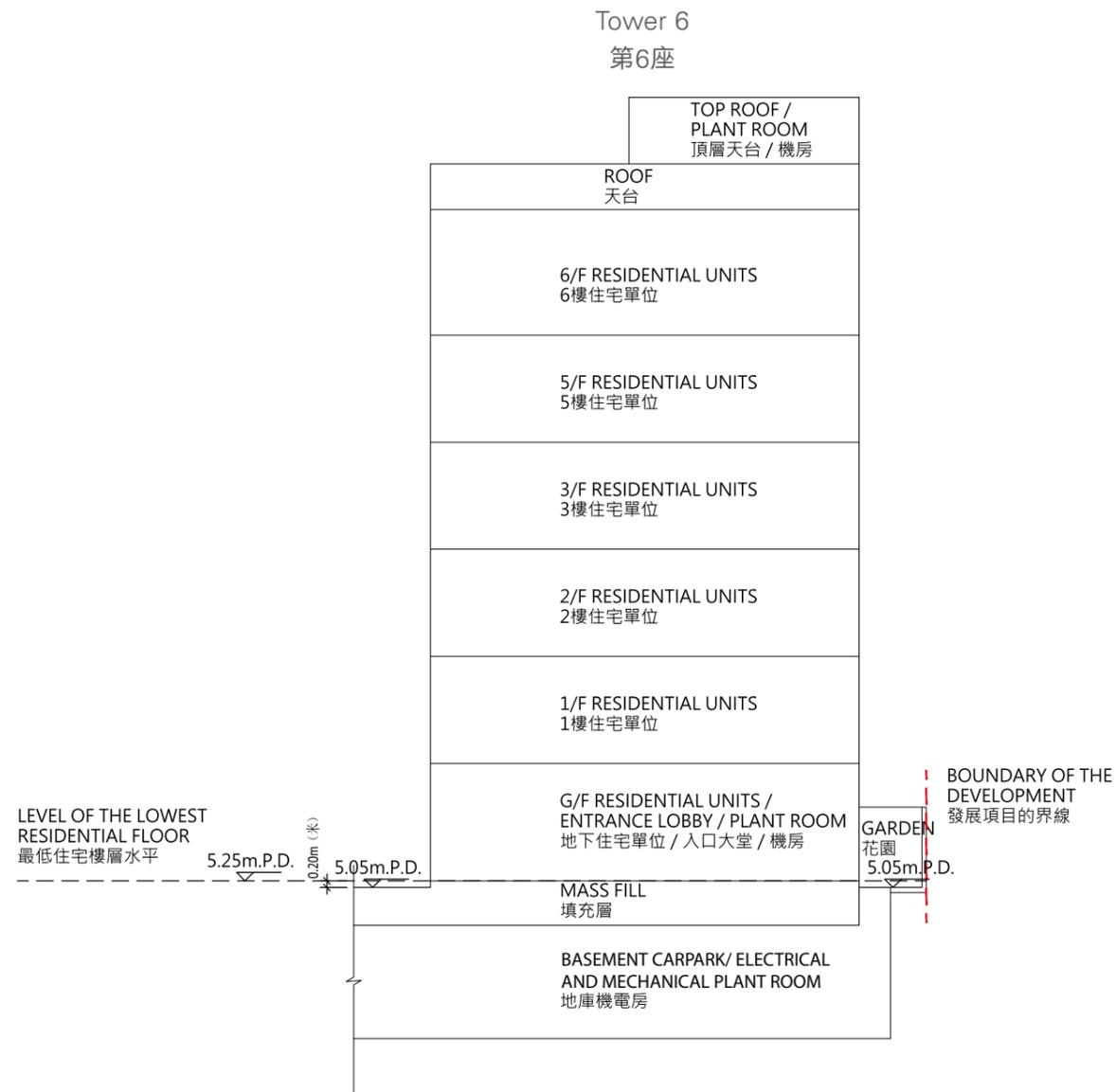
1. The part of Heung Chung Road adjacent to the building is 3.87 metres above the Hong Kong Principal Datum.
2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
3. Dotted line (---) denoted the level of the lowest residential floor.
4. Red dotted line (---) denoted the boundary of the Development.

1. 毗連建築物的一段響鐘路為香港主水平基準以上3.87米。
2. m.P.D. 代表香港主水平基準以上高度(米)。
3. 虛線(---)代表最低住宅樓層水平。
4. 紅色虛線(---)代表發展項目的界線。

Note:
1. This cross-section plan is not drawn to scale.

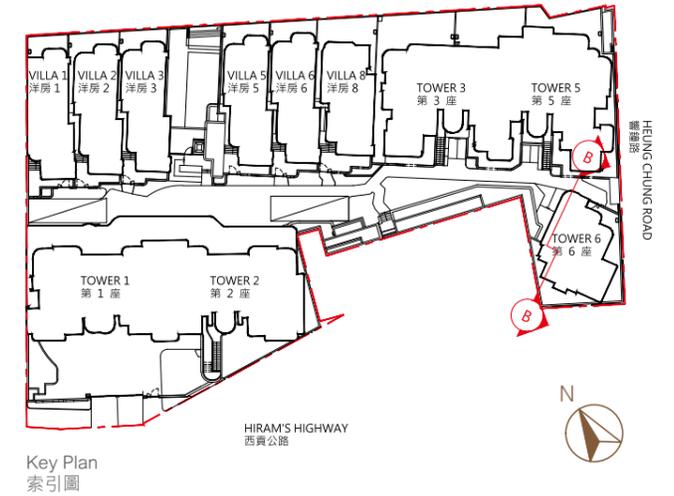
備註：
1. 此橫截面圖並非按照比例繪圖。

Cross-section Plan B-B
橫截面圖B-B



Note:
1. This cross-section plan is not drawn to scale.

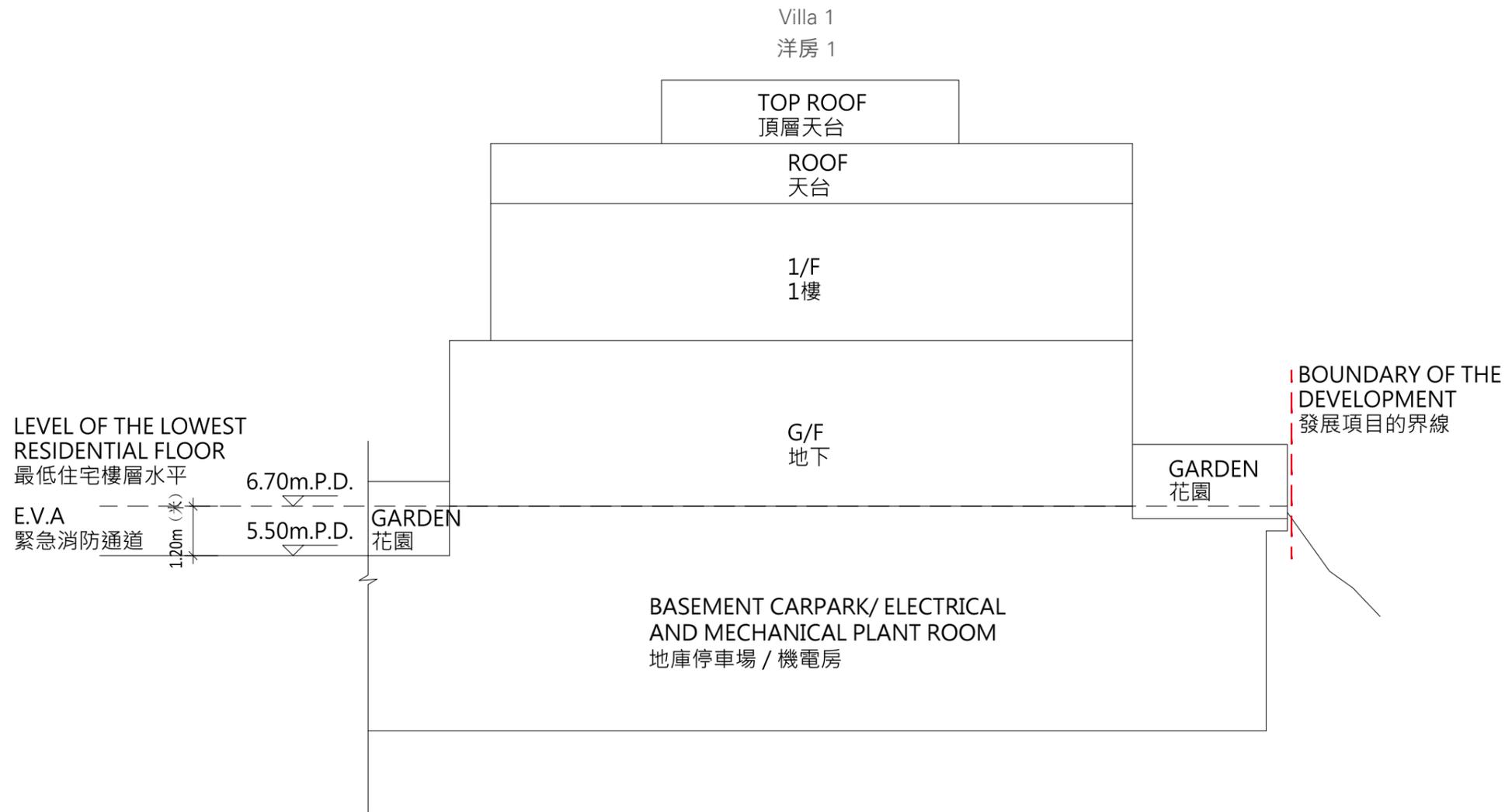
備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

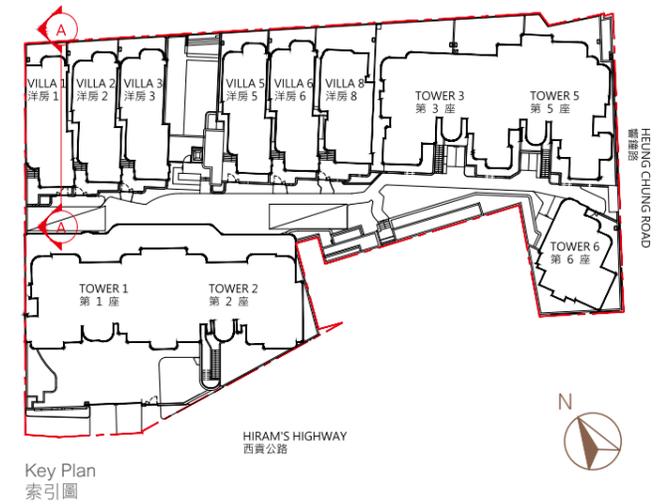
1. The part of access adjacent to the building is 5.05 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (---) denoted the boundary of the Development.
1. 毗連建築物的一段通道為香港主水平基準以上 5.05 米。
 2. m.P.D. 代表香港主水平基準以上高度 (米)。
 3. 虛線 (---) 代表最低住宅樓層水平。
 5. 紅色虛線 (---) 代表發展項目的界線。

Cross-section Plan A-A
橫截面圖A-A



Note:
1. This cross-section plan is not drawn to scale.

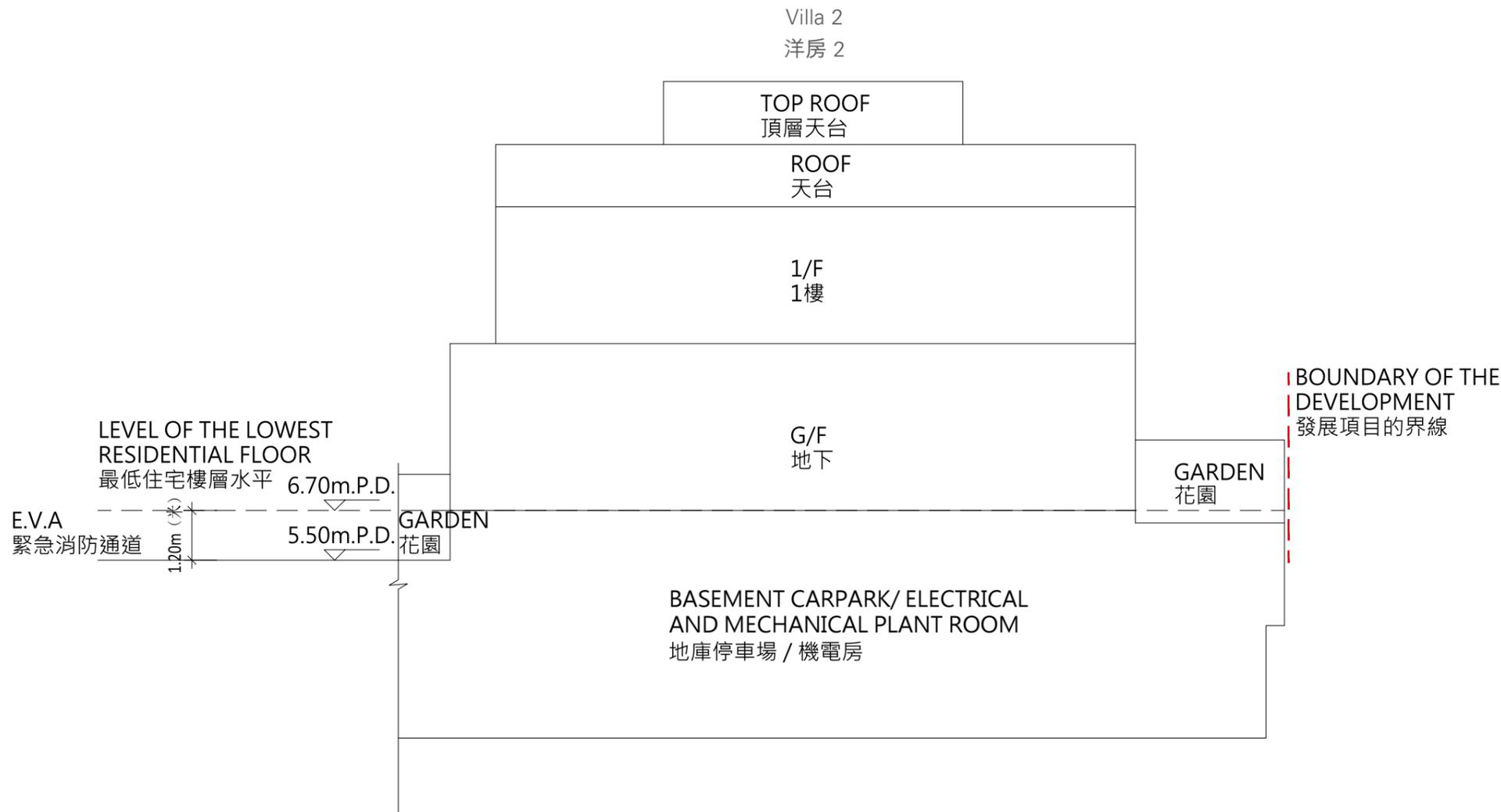
備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

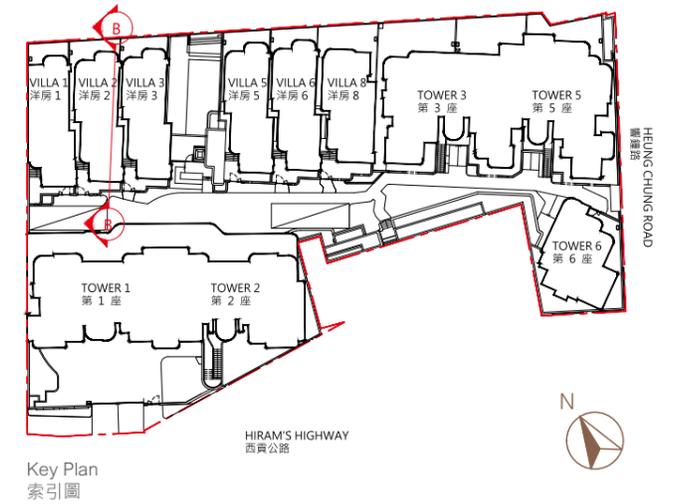
1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.50 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (---) denoted the boundary of the Development.
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.50米。
 2. m.P.D. 代表香港主水平基準以上高度(米)。
 3. 虛線(---)代表最低住宅樓層水平。
 4. 紅色虛線(---)代表發展項目的界線。

Cross-section Plan B-B
橫截面圖B-B



Note:
1. This cross-section plan is not drawn to scale.

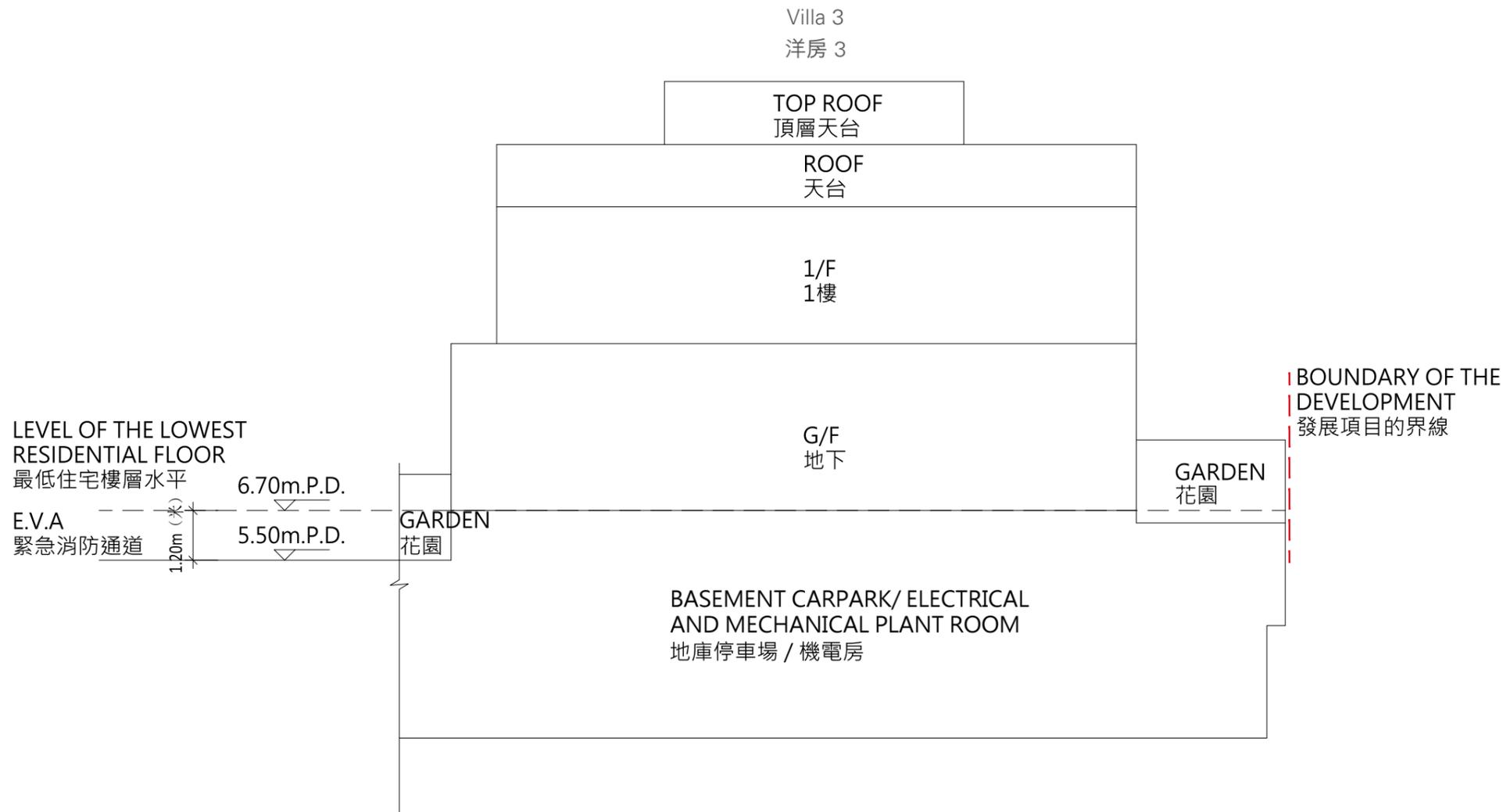
備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

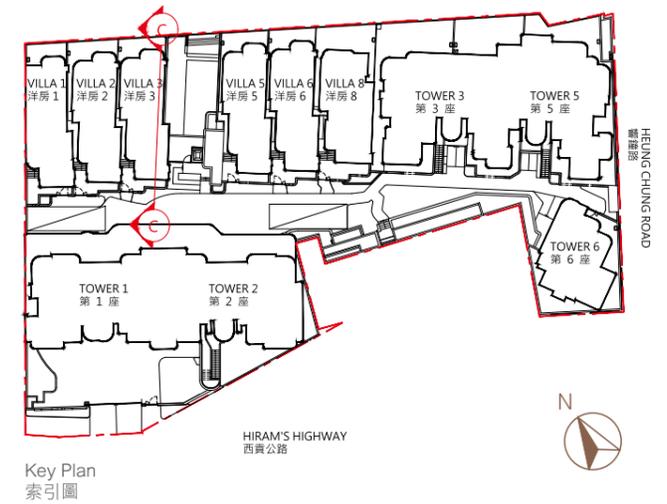
1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.50 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (-.-.-) denoted the boundary of the Development.
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.50米。
 2. m.P.D. 代表香港主水平基準以上高度(米)。
 3. 虛線(---)代表最低住宅樓層水平。
 4. 紅色虛線(-.-.-)代表發展項目的界線。

Cross-section Plan C-C
橫截面圖C-C



Note:
1. This cross-section plan is not drawn to scale.

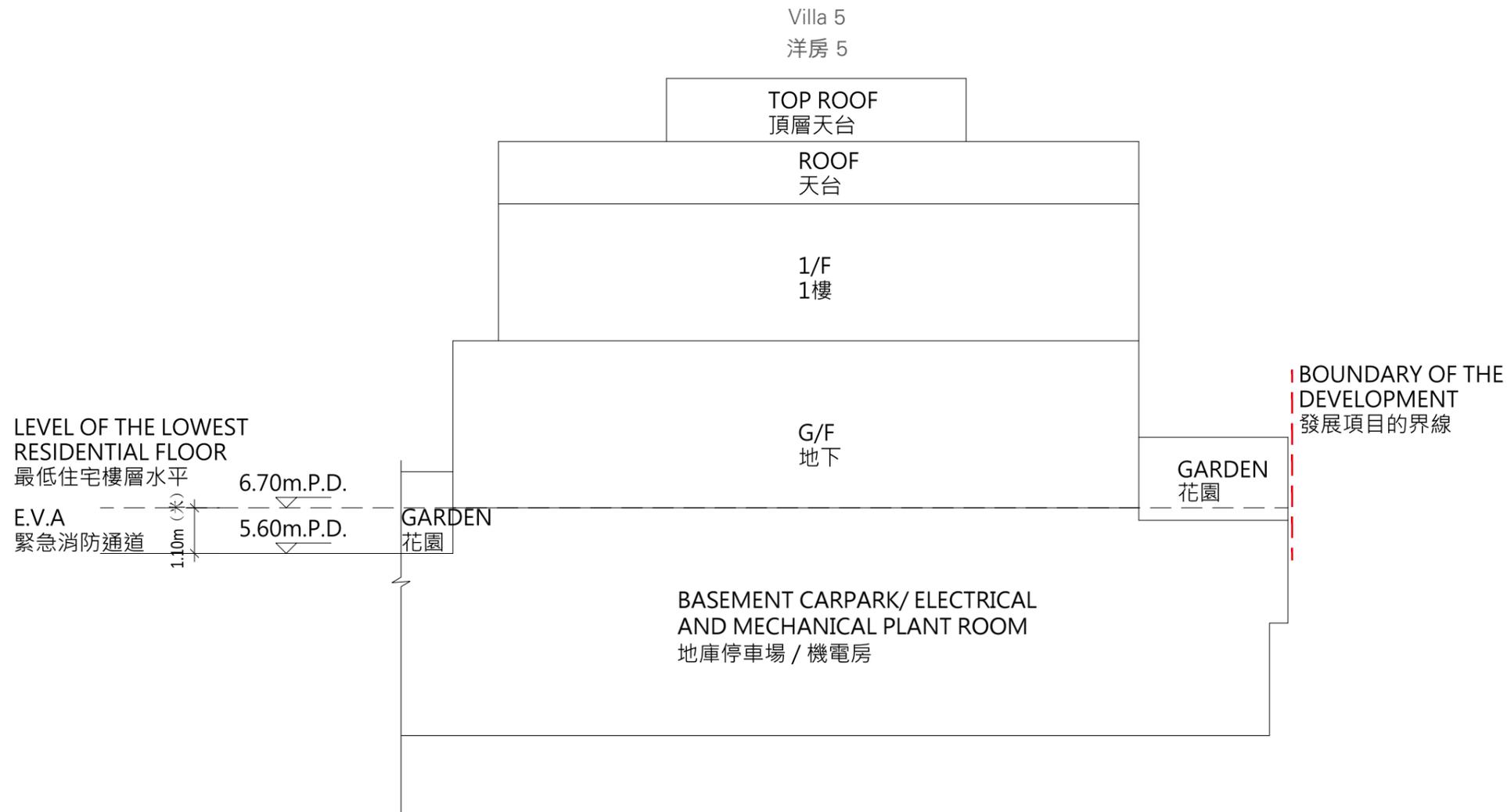
備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

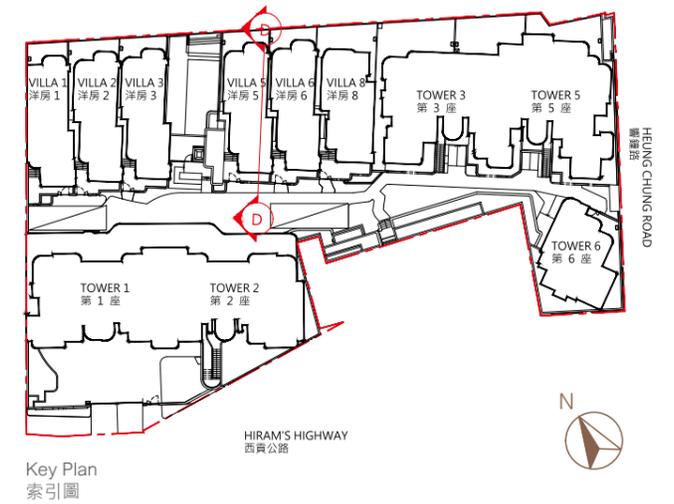
1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.50 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (-.-.-) denoted the boundary of the Development.
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.50米。
 2. m.P.D. 代表香港主水平基準以上高度(米)。
 3. 虛線(---)代表最低住宅樓層水平。
 4. 紅色虛線(-.-.-)代表發展項目的界線。

Cross-section Plan D-D
橫截面圖D-D



Note:
1. This cross-section plan is not drawn to scale.

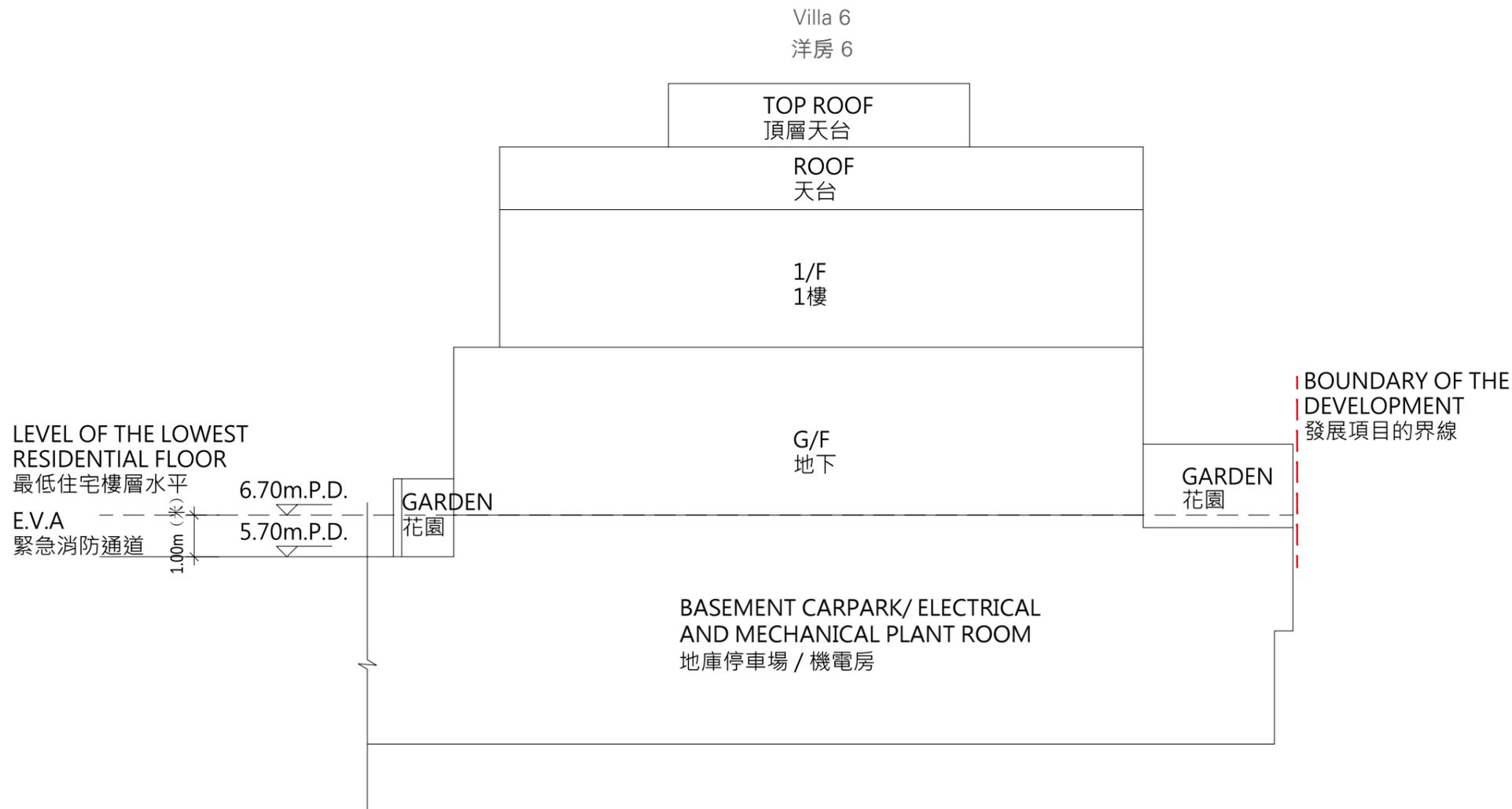
備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

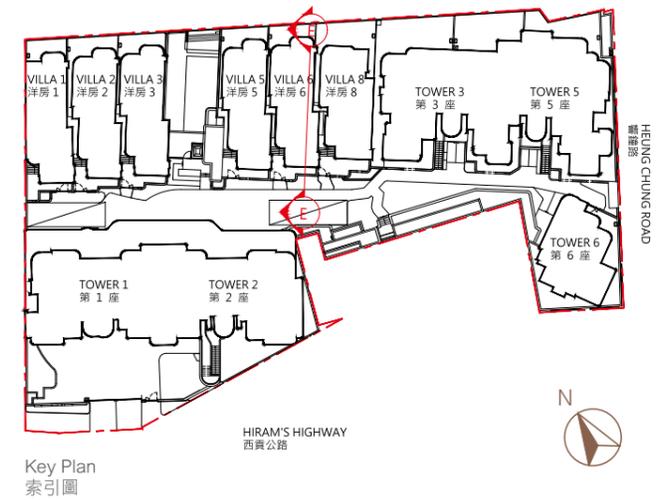
1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.60 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (- - -) denoted the boundary of the Development.
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.60米。
 2. m.P.D. 代表香港主水平基準以上高度(米)。
 3. 虛線(---)代表最低住宅樓層水平。
 4. 紅色虛線(- - -)代表發展項目的界線。

Cross-section Plan E-E
橫截面圖E-E



Note:
1. This cross-section plan is not drawn to scale.

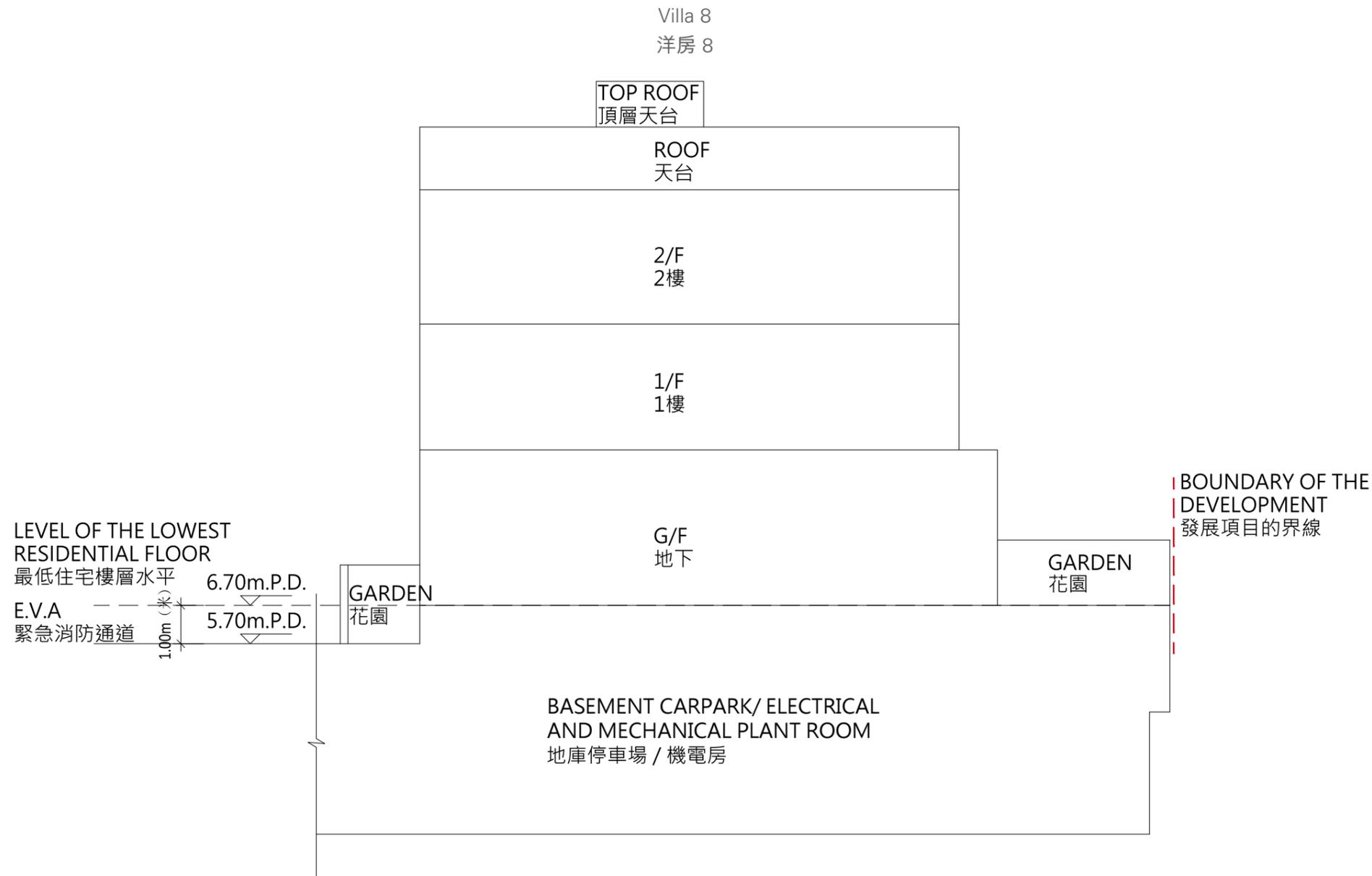
備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

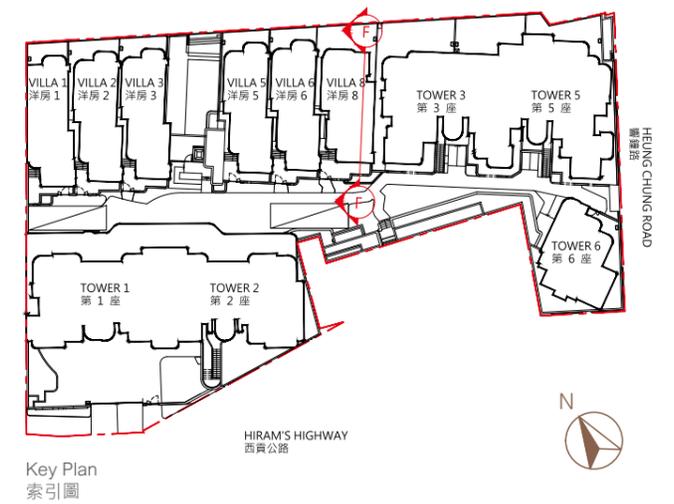
1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.70 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (-.-.-) denoted the boundary of the Development.
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.70米。
 2. m.P.D. 代表香港主水平基準以上高度(米)。
 3. 虛線(---)代表最低住宅樓層水平。
 4. 紅色虛線(-.-.-)代表發展項目的界線。

Cross-section Plan F-F
橫截面圖F-F



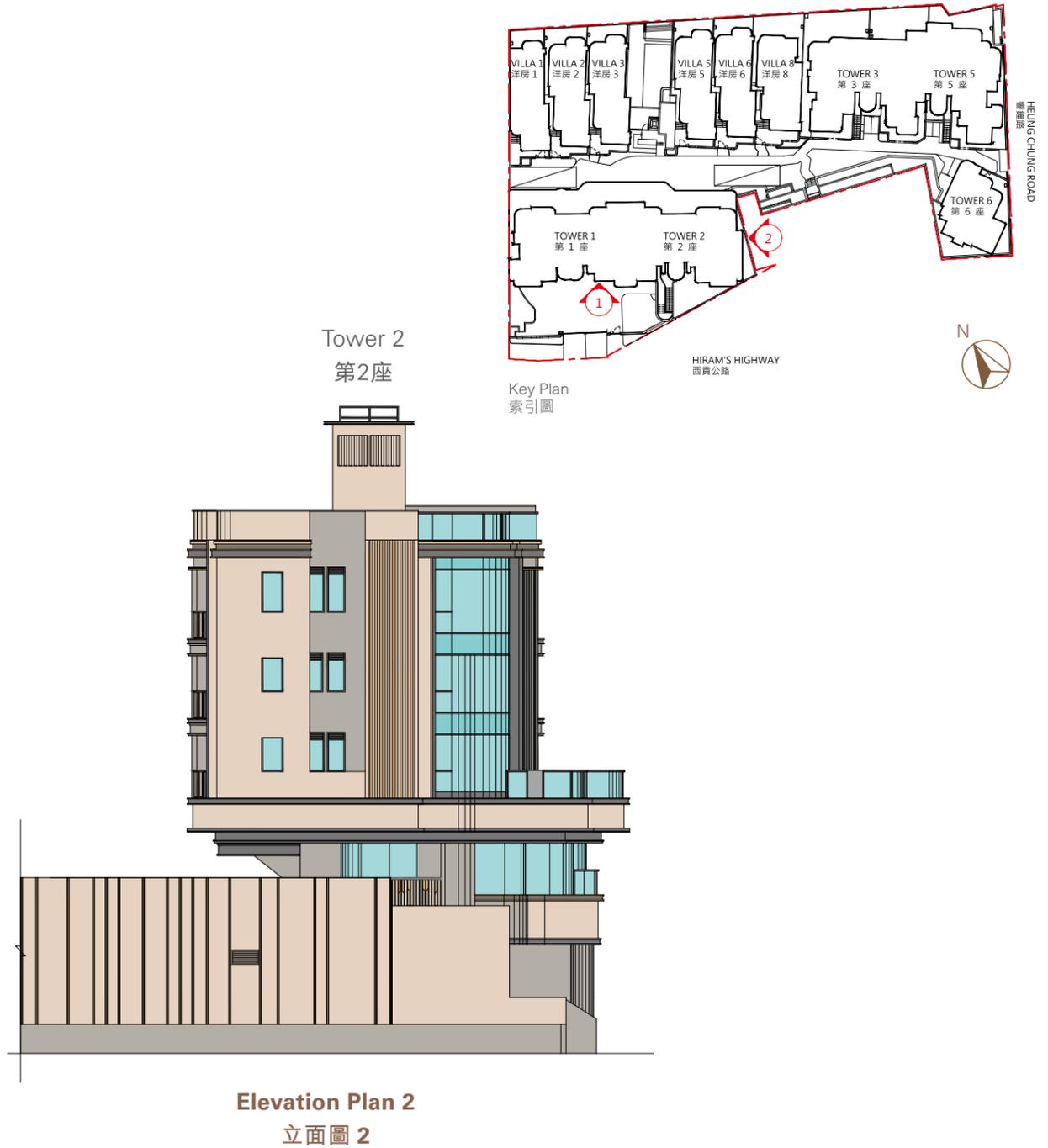
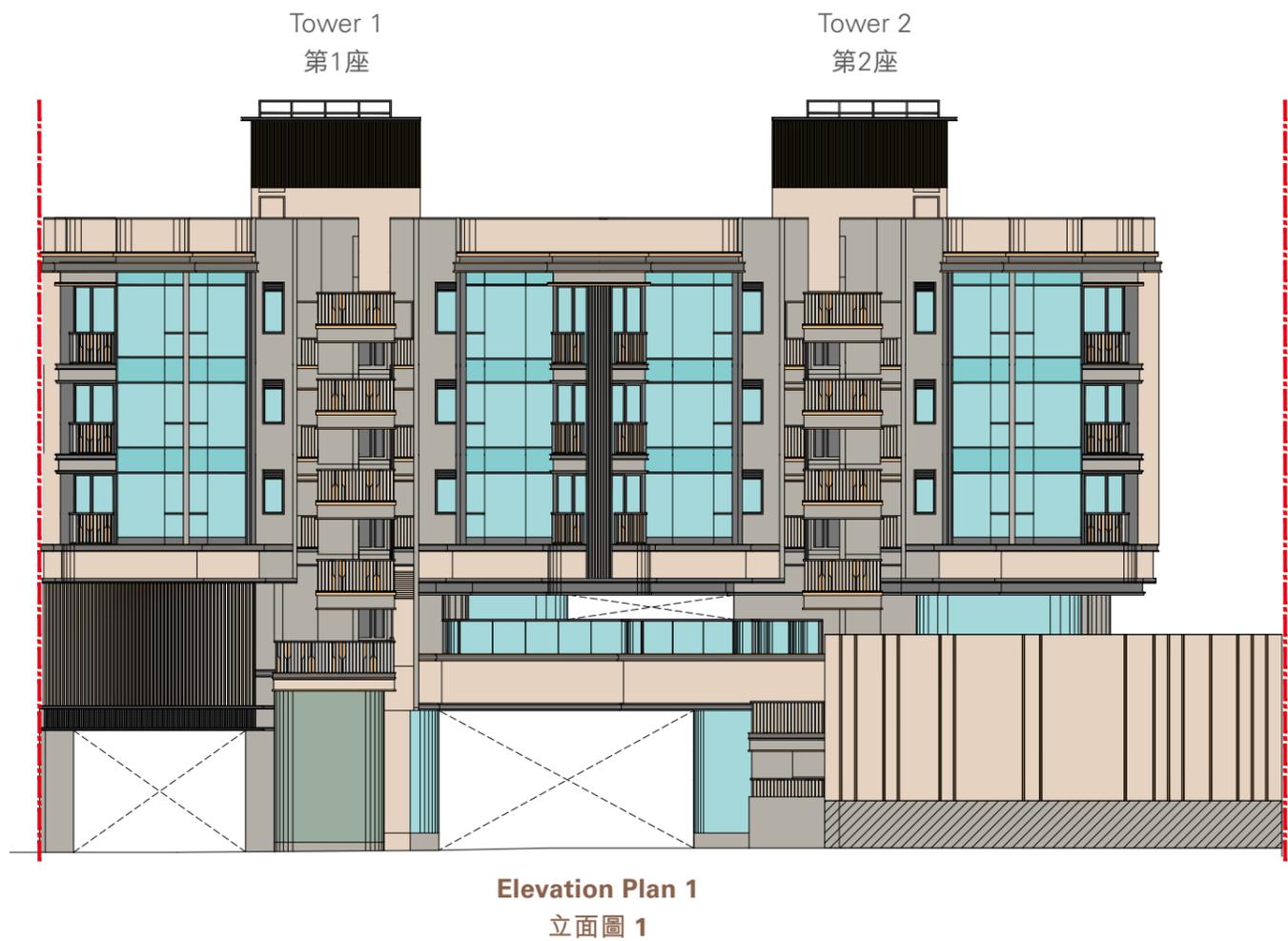
Note:
1. This cross-section plan is not drawn to scale.

備註：
1. 此橫截面圖並非按照比例繪圖。



Legend 圖例

1. The part of Emergency Vehicular Access (E.V.A.) adjacent to the building is 5.70 metres above the Hong Kong Principal Datum.
 2. m.P.D. denotes height (in metres) above the Hong Kong Principal Datum (PD).
 3. Dotted line (---) denoted the level of the lowest residential floor.
 4. Red dotted line (- - -) denoted the boundary of the Development.
1. 毗連建築物的一段緊急消防通道為香港主水平基準以上5.70米。
 2. m.P.D. 代表香港主水平基準以上高度(米)。
 3. 虛線(---)代表最低住宅樓層水平。
 4. 紅色虛線(- - -)代表發展項目的界線。

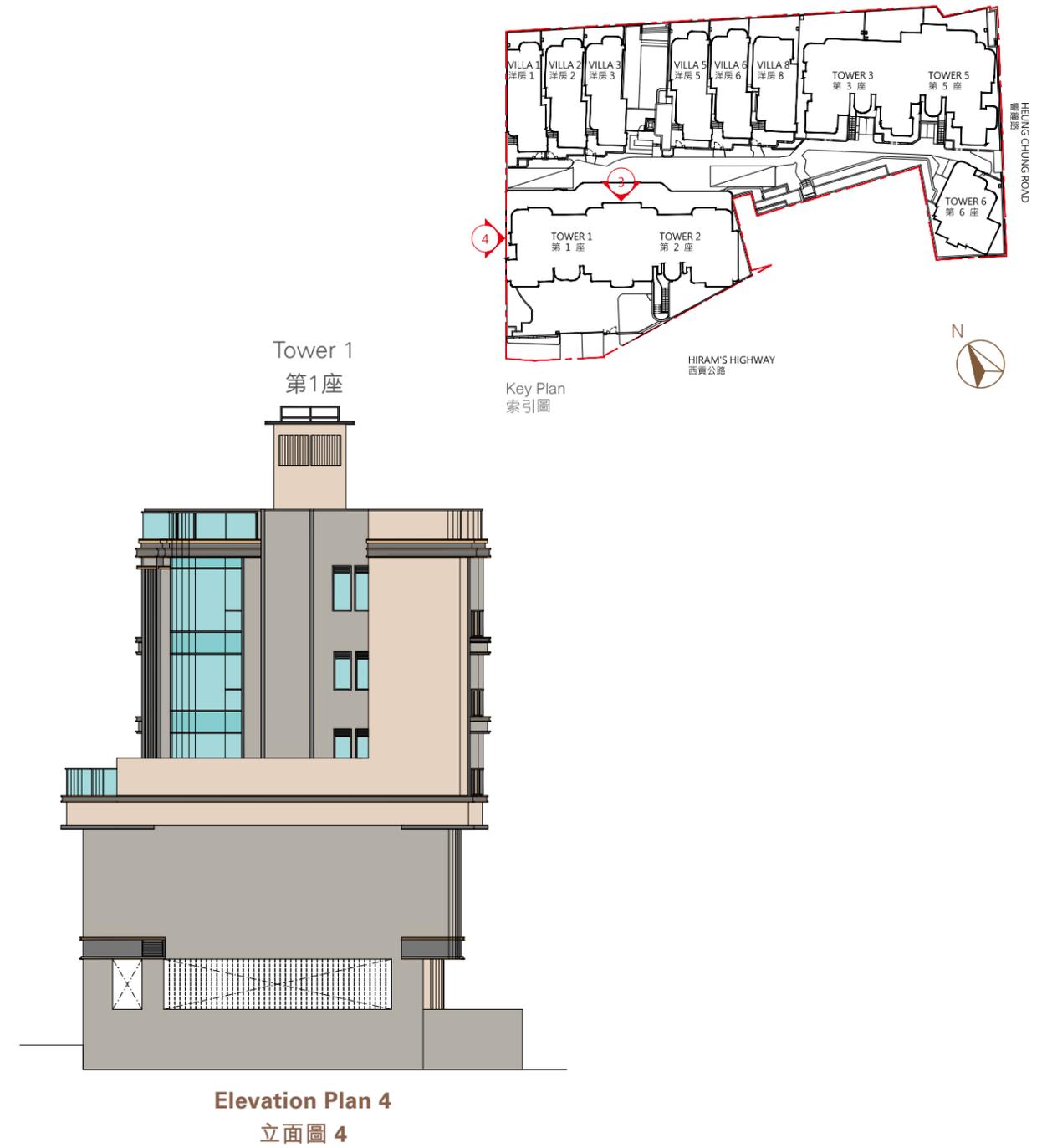


Authorized Person for the Development has certified that the elevations shown on these plans:

- are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
- are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

- 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
- 大致上與發展項目的外觀一致。

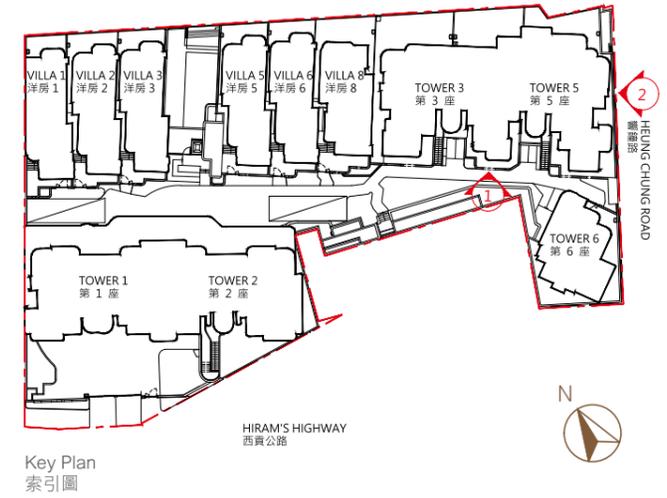


Authorized Person for the Development has certified that the elevations shown on these plans:

1. are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

1. 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。



Authorized Person for the Development has certified that the elevations shown on these plans:

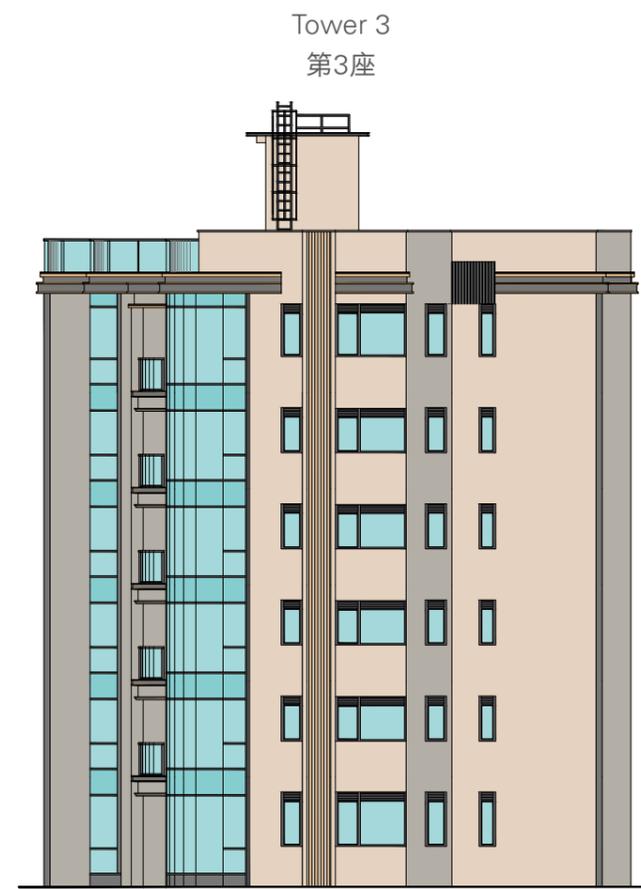
- are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
- are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

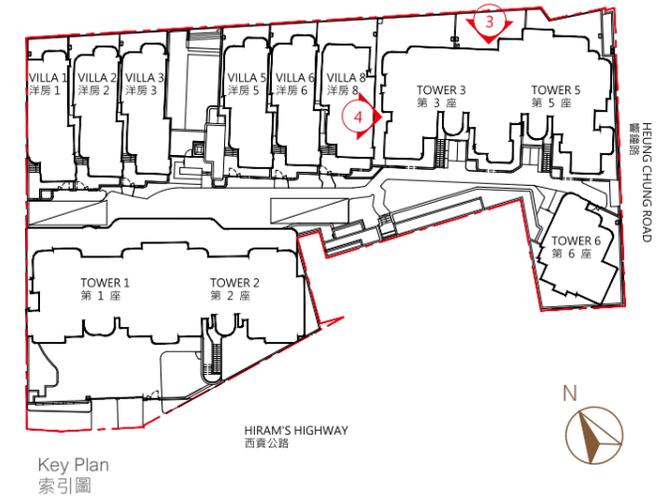
- 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
- 大致上與發展項目的外觀一致。



Elevation Plan 3
立面圖 3



Elevation Plan 4
立面圖 4

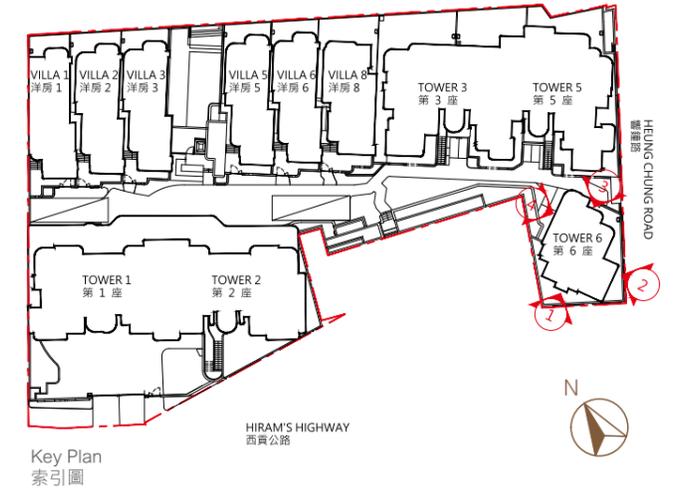


Authorized Person for the Development has certified that the elevations shown on these plans:

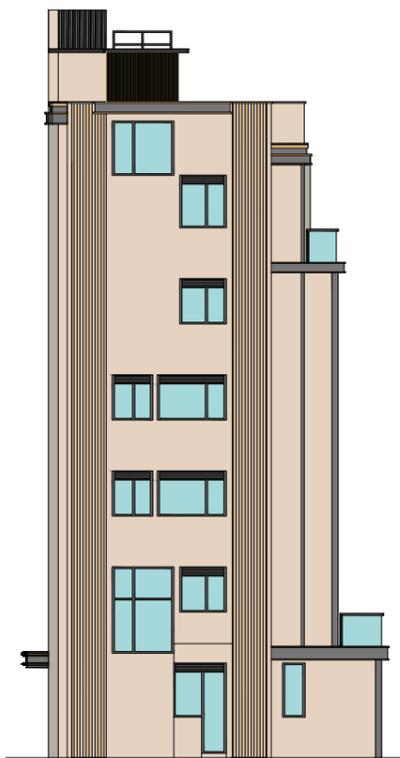
- are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
- are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

- 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
- 大致上與發展項目的外觀一致。



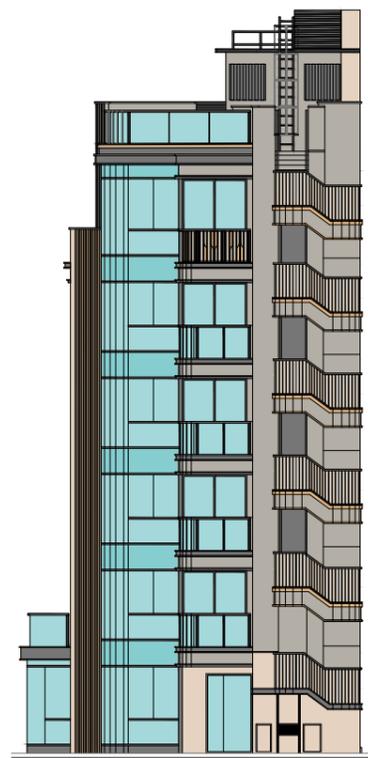
Tower 6
第6座



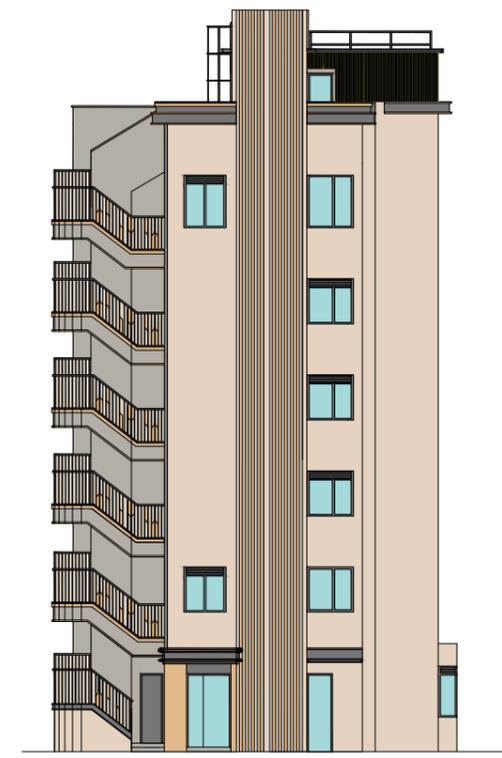
Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2



Elevation Plan 3
立面圖 3



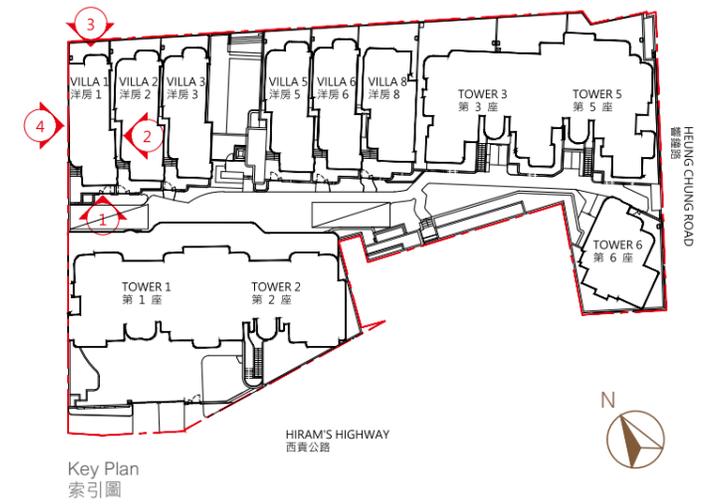
Elevation Plan 4
立面圖 4

Authorized Person for the Development has certified that the elevations shown on these plans:

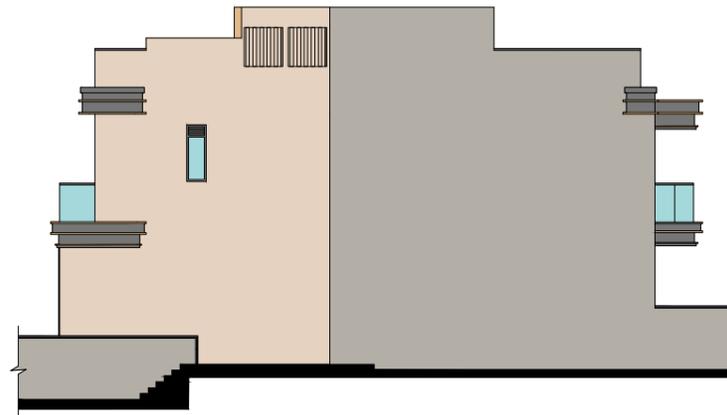
1. are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

1. 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。

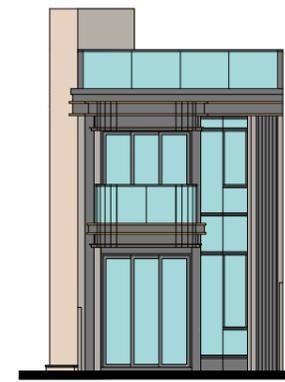


Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2

Villa 1
洋房 1



Elevation Plan 3
立面圖 3



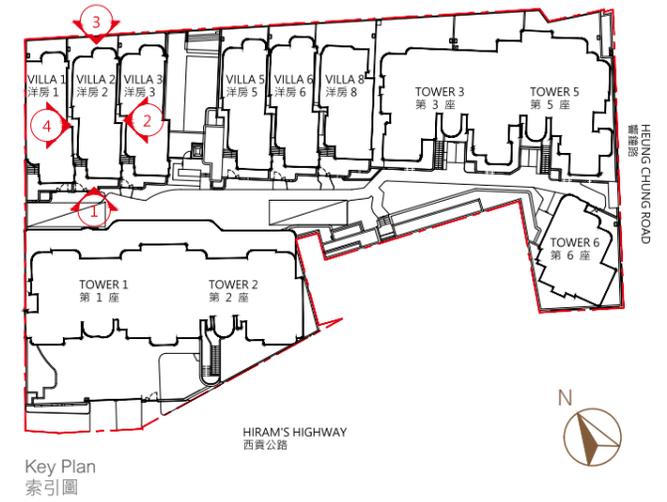
Elevation Plan 4
立面圖 4

Authorized Person for the Development has certified that the elevations shown on these plans:

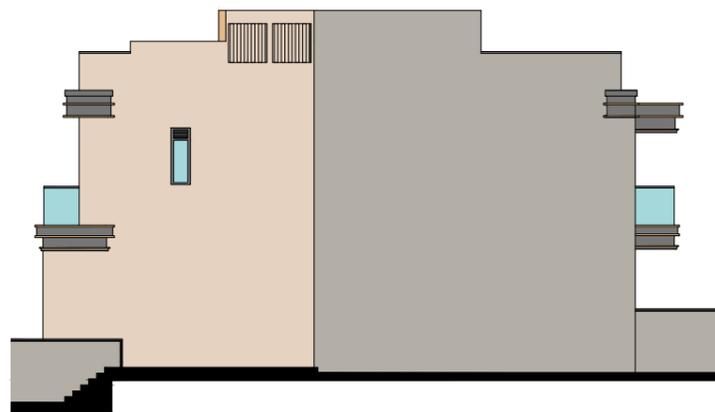
1. are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

1. 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。



Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2

Villa 2
洋房 2



Elevation Plan 3
立面圖 3



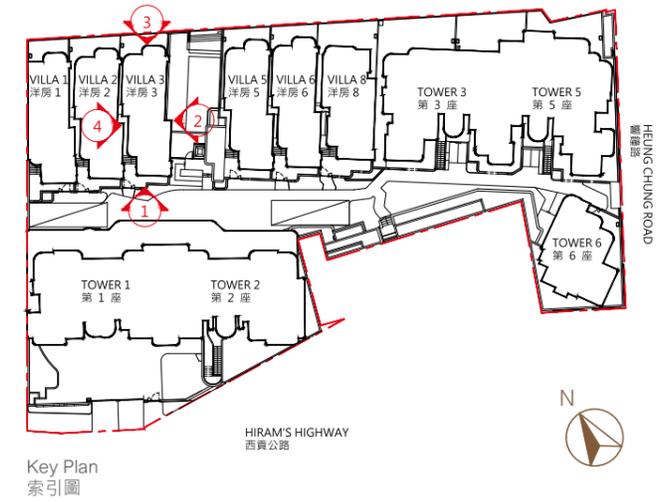
Elevation Plan 4
立面圖 4

Authorized Person for the Development has certified that the elevations shown on these plans:

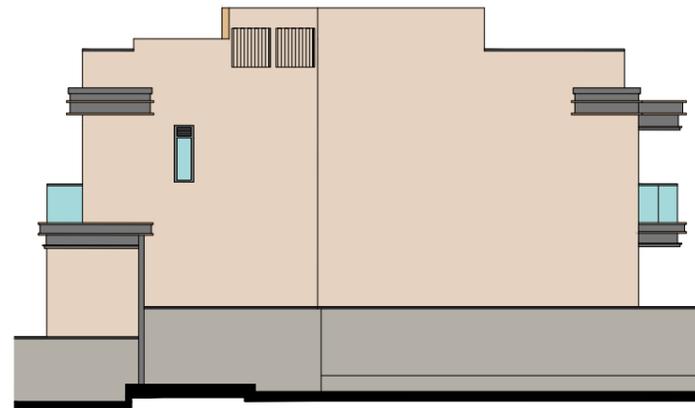
1. are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

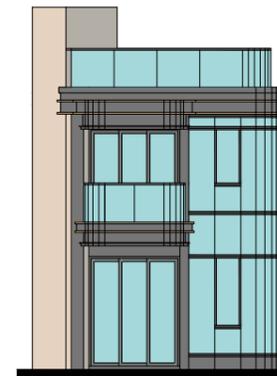
1. 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。



Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2



Elevation Plan 3
立面圖 3



Elevation Plan 4
立面圖 4

Villa 3
洋房 3

Authorized Person for the Development has certified that the elevations shown on these plans:

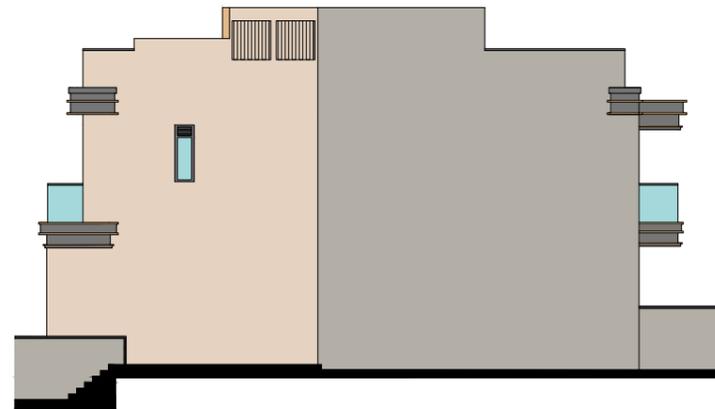
- are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
- are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

- 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
- 大致上與發展項目的外觀一致。



Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2



Elevation Plan 3
立面圖 3



Elevation Plan 4
立面圖 4

Villa 5
洋房 5

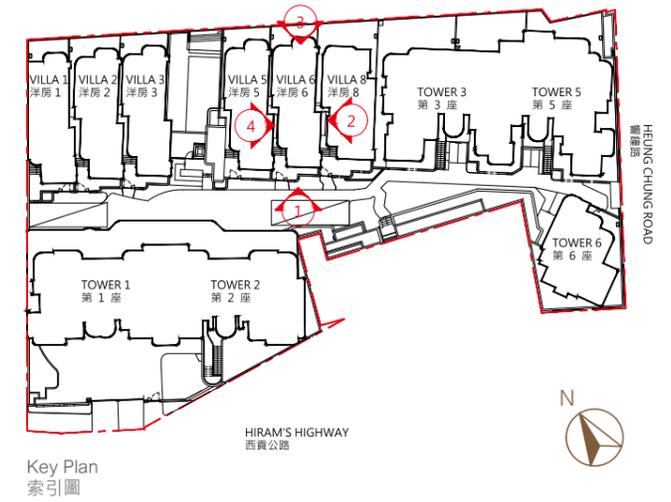


Authorized Person for the Development has certified that the elevations shown on these plans:

- are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
- are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

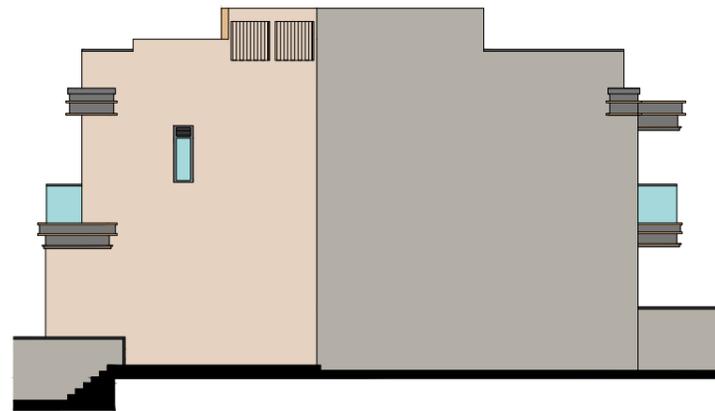
- 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
- 大致上與發展項目的外觀一致。



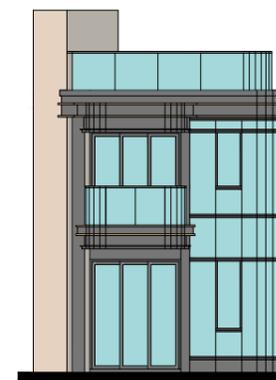
Villa 6
洋房 6



Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2



Elevation Plan 3
立面圖 3



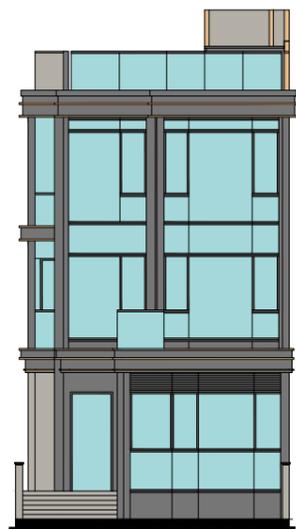
Elevation Plan 4
立面圖 4

Authorized Person for the Development has certified that the elevations shown on these plans:

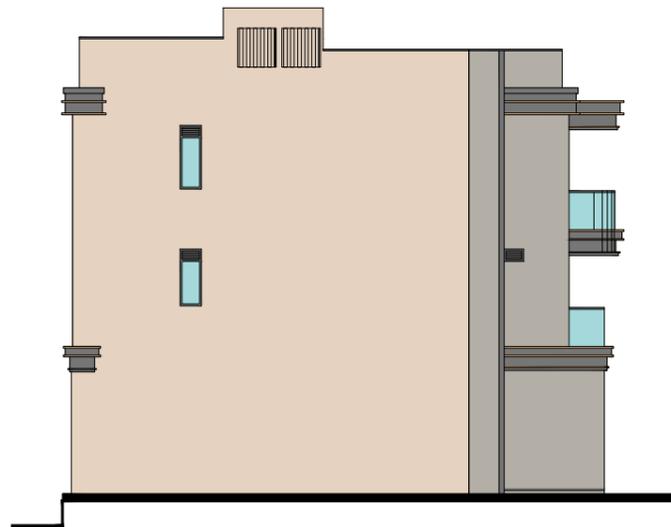
1. are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
2. are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

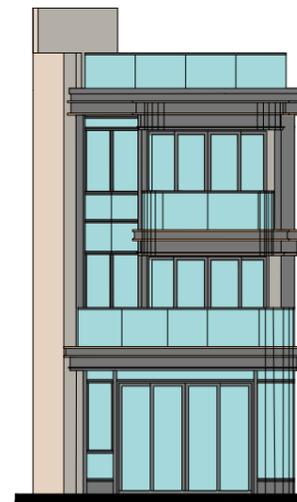
1. 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
2. 大致上與發展項目的外觀一致。



Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2



Elevation Plan 3
立面圖 3



Elevation Plan 4
立面圖 4

Villa 8
洋房 8



Authorized Person for the Development has certified that the elevations shown on these plans:

- are prepared on the basis of the approved building plans for the Development as at 21 June 2024, 4 December 2024, 25 February 2025 and 21 May 2025; and
- are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖所顯示的立面：

- 以2024年6月21日、2024年12月4日、2025年2月25日及2025年5月21日的發展項目經批准的建築圖則為基礎擬備；及
- 大致上與發展項目的外觀一致。