



ONTOLO
朗濤

SALES BROCHURE FOR PARKING SPACES
車位銷售說明書

01 INFORMATION ON THE DEVELOPMENT

發展項目的資料

Name of the Development

ONTOLO

發展項目的名稱

朗濤

The postal address of the Development as confirmed with the Commissioner of Rating and Valuation

7 Fo Yin Road

經差餉物業估價署署長確定發展項目期數的郵寄地址

科研路7號

02 INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor

Ease Treasure Investment Limited

Holding companies of the Vendor

Great Eagle Holdings Limited, Jolly Trend Limited, The Great Eagle Company, Limited, Giant Mix International Limited, Super Joy Investments Limited

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

None

Holding Company of the JV Partner

Not applicable

Authorized Person for the Development

Chau Tak Ho Kenneth

The firm or corporation of which the Authorized Person for the Development is a proprietor, director or employee in his or her professional capacity

CYS Associates (Hong Kong) Limited

Building contractor for the Development

Gammon Engineering & Construction Company Limited

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

Mayer Brown

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

The Hong Kong and Shanghai Banking Corporation Limited, DBS Bank Ltd. Hong Kong Branch, Hang Seng Bank Limited, Industrial and Commercial Bank of China (Asia) Limited, Bank of China (Hong Kong) Limited, Oversea-Chinese Banking Corporation Limited, Mega International Commercial Bank Co., Ltd., Chong Hing Bank Limited, United Overseas Bank Limited, The Bank of East Asia, Limited, China Construction Bank (Asia) Corporation Limited, Bank of Communications Co., Ltd. Hong Kong Branch, Sumitomo Mitsui Banking Corporation

(Note: The Loan has been repaid in full)

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

The Great Eagle Company, Limited

賣方

騰寶投資有限公司

賣方的控權公司

鷹君集團有限公司、Jolly Trend Limited、鷹君有限公司、Giant Mix International Limited、Super Joy Investments Limited

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

合作伙伴的控權公司

不適用

發展項目的認可人士

周德灝

發展項目的認可人士以其專業身份擔任經營人、董事或僱員的商號或法團

周余石（香港）有限公司

發展項目的承建商

Gammon Engineering & Construction Company Limited

就發展項目的停車位的出售而代表賣方行事的律師事務所

孖士打律師行

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

香港上海滙豐銀行有限公司、星展銀行有限公司香港分行、恒生銀行有限公司、中國工商銀行（亞洲）有限公司、中國銀行（香港）有限公司、華僑銀行有限公司、兆豐國際商業銀行股份有限公司、創興銀行有限公司、大華銀行有限公司、東亞銀行有限公司、中國建設銀行（亞洲）股份有限公司、交通銀行股份有限公司香港分行、三井住友銀行

(註：該項貸款已全數清還)

已為發展項目的建造提供貸款的任何其他人

鷹君有限公司

03 RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development; 賣方或合作伙伴或有關發展項目的承建商屬個人，並屬該發展項目的認可人士的家人；	Not applicable 不適用
(b)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of such an authorized person; 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人；	Not applicable 不適用
(c)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or the JV Partner) is an immediate family member of such an authorized person; 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的家人；	No 否
(d)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person; 賣方或合作伙伴或該發展項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(e)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person; 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	Not applicable 不適用
(f)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of an associate of such an authorized person; 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的有聯繫人士的家人；	No 否
(g)	The vendor or the JV Partner or a building contractor for the Development is an individual, and that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development; 賣方或合作伙伴或該發展項目的承建商屬個人，並屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	Not applicable 不適用
(h)	The vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development; 賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	Not applicable 不適用
(i)	The vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that vendor or JV Partner or contractor (or a holding company of that vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors; 賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述律師事務所的經營人的家人；	No 否
(j)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor; 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或有關發展項目的承建商屬私人公司，而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、合作伙伴或控權公司或承建商最少10%的已發行股份；	No 否

(k)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner or a building contractor for the Development, is a listed company, and such an authorized , or such an associate, holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor; 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份；	No 否
(l)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner; 賣方、合作伙伴或該發展項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)；	No 否
(m)	The vendor, the JV Partner or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that vendor, JV Partner or contractor; 賣方、合作伙伴或該發展項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴或承建商的僱員；	Not applicable 不適用
(n)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that vendor, JV Partner, holding company or contractor; 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬私人公司，而就該發展項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份；	No 否
(o)	The vendor, a holding company of the vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, JV Partner, holding company or contractor; 賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份；	No 否
(p)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner; 賣方、合作伙伴或該發展項目的承建商屬法團，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)；	No 否
(q)	The vendor, the JV Partner or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor, JV Partner or contractor; 賣方、合作伙伴或該發展項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商的僱員；	Not applicable 不適用
(r)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that vendor, JV Partner or contractor or of a holding company of that vendor or JV Partner; 賣方、合作伙伴或該發展項目的承建商屬法團，而該發展項目的認可人士以其專業身份擔任董事或僱員的法團為該賣方、合作伙伴或承建商或該賣方或該合作伙伴的控權公司的有聯繫法團；	No 否
(s)	The vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that vendor, JV Partner or of a holding company of that vendor or JV Partner. 賣方、合作伙伴或該發展項目的承建商屬法團，而該承建商屬該賣方、合作伙伴或該賣方或該合作伙伴的控權公司的有聯繫法團。	No 否

04 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B2/F
地庫2層



BOUNDARY OF THE DEVELOPMENT
發展項目的界線

Scale 比例 0 5 10 20 Metres 米

LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACE ON B2/F:
地庫2層的停車位位置、數目、尺寸及面積：

Legend 圖例	Category of parking space 停車位類別	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
	Residential Parking Space 住宅停車位	237	5 x 2.5	12.5
	Block Duplex Parking Space 低座複式停車位	8	5 x 2.5	12.5
	Residential Accessible Parking Space 住宅暢通易達停車位	3	5 x 3.5	17.5
	Motor Cycle Parking Space 電單車停車位	12	1 x 2.4	2.4

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

B1/F
地庫1層



BOUNDARY OF THE DEVELOPMENT
發展項目的界線

Scale 比例 0 5 10 20 Metres米

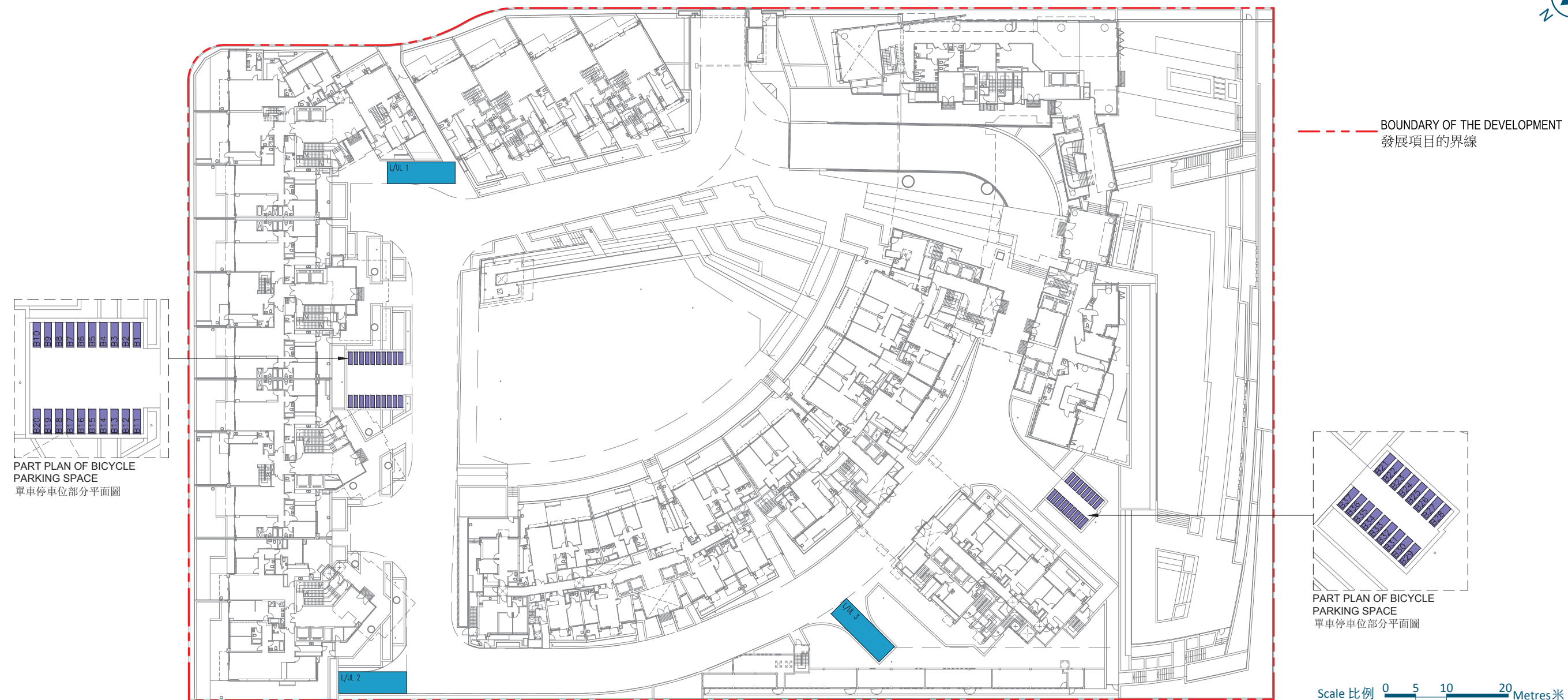
LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACE ON B1/F:
地庫1層的停車位位置、數目、尺寸及面積：

Legend 圖例	Category of parking space 停車位類別	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
	Residential Parking Space 住宅停車位	219	5 x 2.5	12.5
	Block Duplex Parking Space 低座複式停車位	8	5 x 2.5	12.5
	Residential Accessible Parking Space 住宅暢通易達停車位	1	5 x 3.5	17.5
	Motor Cycle Parking Space 電單車停車位	14	1 x 2.4	2.4
	Visitors' Parking Space 訪客停車位	27	5 x 2.5	12.5
	Visitors' Accessible Parking Space 訪客暢通易達停車位	2	5 x 3.5	17.5
	Loading and Unloading Space 上落貨車位	5	11 x 3.5	38.5

04 FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

G/F
地下



LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACE ON G/F:
地下的停車位位置、數目、尺寸及面積：

Legend 圖例	Category of parking space 停車位類別	Number 數目	Dimensions (LxW)(m) 尺寸(長x闊)(米)	Area of each parking space (sq.m) 每個停車位面積(平方米)
	Bicycle Parking Space 單車停車位	37	2.0 x 0.6	1.2
	Loading and Unloading Space 上落貨車位	3	11 x 3.5	38.5

05

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

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase.
 2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the Vendor, as stakeholders.
 3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
 - (a) that preliminary agreement is terminated;
 - (b) the preliminary deposit is forfeited; and
 - (c) the owner does not have any further claim against the purchaser for the failure.
1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金。
 2. 買方在簽署該臨時買賣合約時支付的臨時訂金，會由代表賣方行事的律師事務所以保證金保存人的身分持有。
 3. 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約 -
 - (a) 該臨時合約即告終止；
 - (b) 有關的臨時訂金即予沒收；及
 - (c) 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。

06 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

1. Number of undivided shares assigned to each parking space in the Development

Type of Parking Space	Floor/parking space number	Number of spaces	Undivided shares
Residential Parking Space	Parking Spaces on Basement 2: P1 to P31, P33 to P84, P88 to P108, P110 to P125, P130 to P164, P167 to P248	237	3,081/66,819 (13/66,819 shares per parking space)
	Parking Spaces on Basement 1: P1 to P66, P68 to P125, P128 to P164, P169 to P203, P206 to P228	219	2,847/66,819 (13/66,819 shares per parking space)
Motor Cycle Parking Space	Parking Spaces on Basement 2: M1 to M12	12	24/66,819 (2/66,819 shares per parking space)
	Parking Spaces on Basement 1: M1 to M14	14	28/66,819 (2/66,819 shares per parking space)

Type of residential properties (each includes a carport comprising 2 Block Duplex Parking Spaces)	Undivided Shares
Garden Duplex (GD1)	291
Garden Duplex (GD2)	293
Sky Duplex (SD1)	327
Sky Duplex (SD2)	322
Garden Duplex (GD1)	293
Garden Duplex (GD2)	286
Sky Duplex (SD1)	327
Sky Duplex (SD2)	317

2. Basis on which the management expenses are shared among the owners of the parking spaces in the Development

Each Owner shall contribute to the budgeted Management Expenses in the following manner:-

- Each Owner shall pay a fraction of the total amount assessed under the first part of the annual adopted budget as referred to in Clause 15(a) of the DMC in which the numerator is equal to the Management Shares allocated to his Unit and the denominator is equal to the total number of Management Shares of the Development;
- Each Owner of a Parking Space, in addition to the amount payable under sub-clauses (a) of Clause 17 of the DMC, shall pay a fraction of a fair proportion of the total amount assessed under the fifth part of the annual adopted budget as referred to in Clause 15(e) of the DMC, in which

1. 分配予發展項目中每個停車位的不分割份數的數目

停車位類別	停車位編號/樓層	車位數目	不分割份數
住宅停車位	地庫2層的停車位：P1至P31, P33至P84, P88至P108, P110至P125, P130至P164, P167至P248	237	3,081/66,819 (每個停車位13/66,819份)
	地庫1層的停車位：P1至P66, P68至P125, P128至P164, P169至P203, P206至P228	219	2,847/66,819 (每個停車位13/66,819份)
電單車停車位	地庫2層的停車位：M1至M12	12	24/66,819 (每個停車位2/66,819份)
	地庫1層的停車位：M1至M14	14	28/66,819 (每個停車位2/66,819份)

住宅物業類別 (每個單位包括由2個低座複式停車位組成的車庫)	不分割份數
Garden Duplex (GD1)	291
Garden Duplex (GD2)	293
Sky Duplex (SD1)	327
Sky Duplex (SD2)	322
Garden Duplex (GD1)	293
Garden Duplex (GD2)	286
Sky Duplex (SD1)	327
Sky Duplex (SD2)	317

2. 管理開支按甚麼基準在發展項目中的停車位的擁有人之間分擔

每名「業主」應按下列方式分擔預算「管理開支」:-

- 每名「業主」應攤付公契第15(a)條所述的經採納年度預算案第一部分評定總額的指定比例，計算程式的分子為其「單位」的「管理份數」，分母為「發展項目」的「管理份數」總額；
- 每名「停車位」「業主」，除根據公契第17條分條(a)應付的金額外，應攤付公契第15(e)條所述的經採納年度預算案第五部分評定總額的指定公平比例；

06 SUMMARY OF DEED OF MUTUAL COVENANT 公契的摘要

- (I) the numerator of the said fraction shall be the Management Shares allocated to his Parking Space and the denominator is equal to the total number of Management Shares allocated to all Parking Spaces; and
- (II) the numerator of the said fair proportion shall be the total gross floor area of all Parking Spaces and the denominator shall be the total gross floor area of all Visitors' Parking Spaces (excluding Visitors' Parking Spaces which are Accessible Parking Spaces), all Accessible Parking Spaces and all Parking Spaces.

Remark: The number of Management Shares of a Parking Space is the same as the number of Undivided Shares allocated to that Parking Space. However, the total number of Undivided Shares in the Development is different from the total number of Management Shares in the Development. The total number of Management Shares in the Development is 65,819. The total number of Undivided Shares in the Development is 66,819.

3. Basis on which the management fee deposit is fixed

The amount of management fee deposit is equivalent to three months' management charges.

- (I) 計算程式的分子為其「停車位」之「管理份數」，分母為所有「停車位」的「管理份數」總額；及
- (II) 上述公平比例的分子應為所有「停車位」的整體樓面總面積，而分母應為所有「訪客車位」(不包括屬於「暢通易達車位」的「訪客車位」)、所有「暢通易達車位」和所有「停車位」的整體樓面總面積。

備註：「停車位」的「管理份數」數額與其獲分配的「不分割份數」數額相同，然而「發展項目」的「不分割份數」總額與「管理份數」總額不同。「發展項目」的「管理份數」總額為65,819份，而「發展項目」的「不分割份數」總額為66,819份。

3. 計算管理費按金的基準

管理費按金相等於三個月之管理費。

07 SUMMARY OF LAND GRANT 批地文件的摘要

1. The Development is constructed on Tai Po Town Lot No. 214 (the "lot") which is held under the New Grant No. 21850 dated 25th June 2014 (the "Land Grant").
2. The lot is granted for a term of 50 years commencing from 25th June 2014.
3. General Condition No. 7 of the Land Grant stipulates that:-

"(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:

 - (i) maintain all buildings in accordance with the approved design 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.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director."
4. Special Condition No.(1) of the Land Grant stipulates that:-

"(a) Subject to payment of the balance of the premium as provided in General Condition No.2 hereof and subject to the provisions of General Condition No.1 hereof:

 - (i) possession of the lot other than the area shown coloured pink stippled red on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Red Area") shall be deemed to be given to and taken by the Purchaser on the date of this Agreement; and
 - (ii) possession of the Pink Stippled Red Area shall be deemed to be given to and taken by the Purchaser on a date to be specified in a letter to the Purchaser by the Director, such date to be not later than the 28th day of February 2018.

(b) The Government is absolutely entitled to the possession, occupation, use and enjoyment of the Pink Stippled Red Area by itself or by any persons authorized by the Government before possession of the Pink Stippled Red Area is given by the Government to the Purchaser pursuant to sub-clause (a)(ii) of this Special Condition.

(c) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising whether directly or indirectly out of or in connection with the provisions of sub-clauses (a)(ii) and (b) of this Special Condition pursuant to which the giving of the possession of the Pink Stippled Red Area shall be deferred, and no claim for compensation, 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."
5. Special Condition No.(2) of the Land Grant stipulates that:-

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

 - (b) (i) Without prejudice to sub-clause (a) of this Special Condition, the Purchaser acknowledges that as at the date of this Agreement, there is a public toilet existing within the Pink Stippled Red Area (hereinafter referred to as "the Existing Public Toilet"). The Existing Public Toilet is operated by the Government and used by the public.
 - (ii) Notwithstanding sub-clause (a) of this Special Condition, except with the prior written consent of the Director, the Purchaser shall not, before the possession of the Pink Stippled Red Area is given to the Purchaser as provided in Special Condition No. (1)(a)(ii) hereof, do anything or carry out any works or permit or suffer anything to be done or any works to be carried out within the lot which may disturb or interfere with the operation and use of the Existing Public Toilet by the Government and the public respectively. The Purchaser shall, after taking possession of the Pink Stippled Red Area as provided in Special Condition No.(1)(a)(ii) hereof, at his own expense demolish and remove the Existing Public Toilet in all respects to the satisfaction of the Director.

(iii) The Government shall have no responsibility or liability in respect of any damage, loss, nuisance or disturbance caused to or suffered by the Purchaser or any other person by reason of the presence, operation and use by the public of the Existing Public Toilet.

(c) The Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date or dates on which possession of the lot or any part thereof is deemed to be given under Special Conditions Nos.(1)(a)(i) and (1)(a)(ii) hereof, subject to the presence of the Existing Public Toilet within the lot, and the Purchaser hereby agrees not to make any claims whatsoever against the Government in respect of or on account of the same.

 - (d) (i) The Purchaser shall at all reasonable times before possession of the Pink Stippled Red Area is given to and taken by the Purchaser as provided in Special Condition No.(1)(a)(ii) hereof, permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot (other than the Pink Stippled Red Area) with or without tools, motor vehicles, machinery, or equipment to carry out any works on or to use any part of the lot (other than the Pink Stippled Red Area) for the purpose of inspecting, maintaining and carrying out repair and any other works which the Director may consider necessary in relation to the Existing Public Toilet.
 - (ii) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser arising out of or incidental to the exercise of the right conferred under sub-clause (d)(i) of this Special Condition, and no claim or objection whatsoever shall be made against him or them by the Purchaser.

- (e) The Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with:
- (i) any damage to the Existing Public Toilet and any disturbance or interference with the operation, maintenance, repair and use of the Existing Public Toilet as a result of anything done or omitted to be done by the Purchaser, his agents or contractors before possession of the Pink Stippled Red Area is given to the Purchaser; and
 - (ii) the presence and the subsequent demolition and removal of the Existing Public Toilet after possession of the Pink Stippled Red Area is given to the Purchaser."
6. Special Condition No.(3) of the Land Grant stipulates that:-
- "(a) The Purchaser hereby acknowledges that as at the date of this Agreement:
- (i) there are some fill materials stockpiled on the lot and the adjoining Government land including but not limited to those pieces or parcels of ground shown crossed black and rippled black respectively on the plan annexed hereto (hereinafter referred to as "the Crossed Black Area" and "the Rippled Black Area" respectively); and
 - (ii) the Crossed Black Area and that piece or parcel of ground shown circled black on the plan annexed hereto (hereinafter referred to as "the Circled Black Area") may form part of the adjacent land, which for identification purposes only is marked as "PROPOSED TPTL 213" on the plan annexed hereto (hereinafter referred to as "the Proposed TPTL 213"), which may be disposed of by the Government at any time after the date of this Agreement for development.
- (b) The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Purchaser or any other person by reason of the presence of the fill materials stockpiled on the lot and the adjoining Government land including but not limited to the Crossed Black Area and the Rippled Black Area. The Purchaser hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising directly or indirectly out of or in connection with the presence of the fill materials stockpiled on the lot, the Crossed Black Area and the Rippled Black Area."
7. Special Condition No.(4) of the Land Grant stipulates that:-
- "(a) (i) The Purchaser must at all times prevent any falling away, landslip or subsidence occurring within the lot or on the Proposed TPTL 213 or any adjacent or adjoining Government or leased land arising out of or in connection with the development of the lot and the removal and disposal of all or any part of the fill materials stockpiled on the lot, the Crossed Black Area and the Rippled Black Area. The Purchaser shall within 12 calendar months from the date of this Agreement at his own expense and in accordance with the approved Geotechnical Submission referred to in sub-clause (a)(ii) of this Special Condition either remove and dispose of all or any part of the fill materials stockpiled on the Crossed Black Area and the Rippled Black Area (hereinafter referred to as "the Removal and Disposal Works") or carry out other works on the lot with or without the removal or disposal of the fill materials stockpiled on the Crossed Black Area and the Rippled Black Area (hereinafter referred to as "the Stabilization Works"). The decision of the Director on what shall constitute the fill materials which the Purchaser may remove and dispose of under this sub-clause (a) shall be final and binding on the Purchaser.
- (ii) Prior to the carrying out of the removal and disposal of any fill materials stockpiled on the lot, the Crossed Black Area and the Rippled Black Area, the Purchaser shall within three calendar months from the date of this Agreement, at his own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his written approval a geotechnical assessment in relation thereof including the proposed works to be carried out for the removal and disposal of all or any part of the fill materials stockpiled on the lot (hereinafter referred to as "the Proposed Works"), the Removal and Disposal Works or the Stabilization Works (the geotechnical assessment is hereinafter referred to as "Geotechnical Submission"). The Geotechnical Submission shall be undertaken by a Registered Professional Engineer (Geotechnical) registered under the Engineers Registration Ordinance, any regulations made thereafter and any amending legislation. Upon receipt of the written approval to the Geotechnical Submission from the Director, the Purchaser shall at his own expense complete the Proposed Works, the Removal and Disposal Works or the Stabilization Works in the Geotechnical Submission as approved by the Director in all respects to the satisfaction of the Director. The Removal and Disposal Works or the Stabilization Works approved by the Director shall be completed within 12 calendar months from the date of this Agreement.
- (iii) In the event that as a result of or arising out of the Proposed Works, the Removal and Disposal Works or the Stabilization Works or any works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land within the lot or from the Proposed TPTL 213 and any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (b) In the event the Purchaser fails to complete the Removal and Disposal Works or the Stabilization Works in the approved Geotechnical Submission within 12 calendar months from the date of this Agreement, the Government may carry out the Removal and Disposal Works or any works which the Government considers necessary at its sole discretion within the Crossed Black Area, the Rippled Black Area, and those portions of the lot shown coloured pink stippled purple and pink stippled purple hatched black on the plan annexed hereto respectively (hereinafter referred to as "the Pink Stippled Purple Area" and "the Pink Stippled Purple Hatched Black Area" respectively) (hereinafter collectively referred to as "the Necessary Works") at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (c) For the purpose of carrying out the Necessary Works, the Purchaser shall permit the Government, the Director, their officers, agents, contractors, workmen or other duly authorized personnel including the lessee of the Proposed TPTL 213 and their agents, contractors, workmen and other duly authorized personnel to enter into the Pink Stippled Purple Area and the Pink Stippled Purple Hatched Black Area or any part thereof free of cost and without any interruption for a period of 12 calendar months from the expiration of the prescribed period of 12 calendar months from the date of this Agreement as provided in sub-clause (a)(ii) of this Special Condition or such shorter period as shall be determined by the Director at his sole discretion upon the completion of the Necessary Works. The decision of the Director on the date of completion of the Necessary Works shall be final and binding on the Purchaser.
- (d) The Government, the Director, their officers, agents, contractors, workmen or other duly authorized personnel including the lessee of the Proposed TPTL 213 and their agents, contractors, workmen and other duly authorized personnel shall have no liability in

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

- (e) No building works (other than the Proposed Works and the Stabilization Works contained in the approved Geotechnical Submission) shall be commenced on the Pink Stippled Purple Area and the Pink Stippled Purple Hatched Black Area before:
- (i) the completion of the Removal and Disposal Works or the Stabilization Works in the approved Geotechnical Submission by the Purchaser in all respects to the satisfaction of the Director within 12 calendar months from the date of this Agreement; or
 - (ii) in the event the Purchaser fails to complete the Removal and Disposal Works or the Stabilization Works as required in sub-clause (b) of this Special Condition, 12 calendar months from the expiration of the prescribed period of 12 calendar months from the date of this Agreement or such shorter period as shall be determined by the Director upon the completion of the Necessary Works as provided in sub-clause (c) of this Special Condition."

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

- "(a) For the purpose only of carrying out the Removal and Disposal Works or the Stabilization Works as provided in Special Conditions Nos. (4)(a)(i) and (a)(ii) hereof, the Purchaser shall on the date of this Agreement be given possession of the Crossed Black Area, the Rippled Black Area, the Circled Black Area and that piece or parcel of ground shown squared black on the plan annexed hereto (hereinafter referred to as "the Squared Black Area") (the Crossed Black Area, the Rippled Black Area, the Circled Black Area and the Squared Black Area are hereinafter collectively referred to as "the Work Areas").
- (b) The Purchaser shall thereafter at his own expense maintain the Work Areas in all respects to the satisfaction of the Director until such time as possession of the Work Areas has been delivered in accordance with sub-clause (c) of this Special Condition.
- (c) The Work Areas shall be re-delivered to the Government at the expiration of 12 calendar months from the date of this Agreement or on an earlier date to be determined by the Director in his sole discretion to be specified in a letter to the Purchaser by the Director indicating that the Removal and Disposal Works or the

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

- (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the Proposed Works, the Removal and Disposal Works or the Stabilization Works undertaken by the Purchaser under Special Condition No. (4)(a)(ii) hereof or the fulfilment of the Purchaser's obligations under Special Condition No. (4)(c) hereof and 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 or non-fulfilment of the Purchaser's obligations under Special Condition No. (12) hereof within the prescribed period stated therein as a result or in relation thereof. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising directly or indirectly out of or in connection with the Proposed Works, the Removal and Disposal Works or the Stabilization Works undertaken by the Purchaser under Special Condition No. (4)(a)(ii) hereof or the Necessary Works and the occupation, use and maintenance of the Work Areas."

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

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

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

"The Purchaser shall at all reasonable times while he is in the possession of the Work Areas permit the Director, his officers, contractors and any other persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, and the Work Areas for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Work Areas."

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

"(a) The Purchaser shall:

- (i) within 18 calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (I) lay and form those portions of future public roads shown coloured green on the plan annexed hereto (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

- (ii) within 18 calendar months from the date of this Agreement or such other extended period or periods as may be approved by the Director, at his own expenses and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (9) hereof.

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

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

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

"For the purpose only of carrying out the necessary works specified in Special Condition No.(8) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (8) hereof or otherwise."

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

"The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (8) hereof."

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

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

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (8)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (8)(b) hereof and any other works which the Director may consider necessary in the Green Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and

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

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

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

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

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

"The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes."

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

"(a) (i) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) submit to the Director for his written approval an assessment report relating to noise impact generated from Tolo Highway and other nearby public roads on the use of the lot and the detailed proposals of the noise mitigation measures to be provided within the lot. Upon receipt of the written approval to the said proposals from the Director, the Purchaser shall at his own expense and within such time limit as may be imposed by the Director implement the approved proposals in all respects to the satisfaction of the Director.

(ii) The Purchaser shall, throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director provide and maintain within the lot the noise mitigation measures as approved under sub-clause (a)(i) of this Special Condition.

(iii) No building works or other works (except the Proposed Works, the Removal and Disposal Works or the Stabilization Works as contained in the approved Geotechnical Submission, the demolition and removal works as referred to in Special Condition No.(2) hereof, ground investigation and site formation works) shall be commenced or carried out on the lot until the assessment report and the proposals referred to in sub-clause (a)(i) of this Special Condition shall have been approved in writing by the Director. For the purpose of these Conditions, "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may at his discretion, at the sole expense of the Purchaser but subject to the prior agreement of the Purchaser as to the design, construction programme and cost for the design, construction and maintenance therefor, design, provide, construct and maintain the noise mitigation measures within the lot or on Government land.

(c) For the purpose of carrying out the works referred to in sub-clause (b) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have the free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel

shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other persons whether arising out of or incidental to the exercise by it or them of the right of entry conferred under this sub-clause (c), and no claim whatsoever shall be made against it or them by the Purchaser in respect of any loss, damage, nuisance or disturbance."

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

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

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 40,740 square metres and shall not exceed 67,900 square metres;
- (d) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 52 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve, provided that:
 - (i) with the prior written approval of the Director, machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit; and
 - (ii) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (47)(b)(i)(II) hereof;

- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected façade length of 60 metres or more;
- (ii) for the purposes of sub-clause (e)(i) of this Special Condition:
 - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
 - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
 - (III) the decision of the Director as to what constitutes the projected façade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
 - (IV) in calculating the projected façade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Purchaser; and
- (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the Proposed Works, the Removal and Disposal Works or the Stabilization Works as contained in the approved Geotechnical Submission, the demolition and removal works as referred to in Special Condition No. (2) hereof, ground investigation and site formation works) shall be commenced on the lot until such approval shall have been obtained."

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

"Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed on, over, or above the ground level of the area shown coloured pink hatched black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Area) and the Pink Stippled Purple Hatched Black Area (hereinafter collectively referred to as "the Non-building Area") except boundary walls or fences or both not exceeding 3 metres in height, and the decision of the Director as to what constitutes the ground level of the Non-building Area shall be final and binding on the Purchaser."

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

- "(a) The Purchaser may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c) hereof, subject to Special Condition No. (47)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
 - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof;
 - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
 - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons."

21. Special Condition No.(19) 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."

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

- "(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition

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and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.

- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 50% of the 20% referred to in sub-clause (b) (i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof."

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

- "(a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
 - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and

(iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (15)(c) hereof, subject to Special Condition No. (47)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:
 - (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;
 - (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation or such greater floor area as may be approved in writing by the Director.

Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Purchaser.
- (c) For the purposes of sub-clause (b) of this Special Condition, neither detached, semi-detached nor terraced house which is intended for use as a single family residence shall be regarded as a block of residential units. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and

form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof."

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

- "(a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
 - (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
 - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No.(15)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(26)(a)(v) hereof."

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

- "(a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:
 - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
 - (ii) the location of any such office shall first be approved in writing by the Director.
- (b) For the purpose of calculating the total gross floor area stipulated

in Special Condition No.(15)(c) hereof, subject to Special Condition No.(47)(d) hereof, office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.

- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof ."

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

"No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation."

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

"Prior to compliance with these Conditions in all respects to the satisfaction of the Director, the Purchaser shall not except with the prior written consent of the Director and in conformity with any conditions imposed by him (including the payment of such fees as may be required by him):

- (a) assign, part with possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do;
- (b) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Purchaser or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Purchaser or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the lot or any part thereof or any interest therein or any building or part of any building thereon is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do;
- (c) underlet the lot or any building or part of any building thereon or enter into any agreement so to do unless the tenancy or lease of the lot or any building or part of any building thereon complies with the following terms and conditions:

- (i) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;
 - (ii) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;
 - (iii) no premium shall be paid by the tenant;
 - (iv) the rent payable shall not exceed a rack rent;
 - (v) no rent shall be payable in advance for a period greater than 12 calendar months;
 - (vi) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions;
 - (vii) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions; or
- (d) mortgage or charge the lot or any part thereof or any interest therein except for the purpose of the development thereof in accordance with these Conditions and then only by way of a building mortgage, it being agreed that for this purpose a building mortgage shall be one:
- (i) whereby the lot is mortgaged or charged in favour of a licensed bank or a registered deposit-taking company authorized under section 16 of the Banking Ordinance to secure monies (and interest thereon) advanced or to be advanced to the Purchaser for the purpose only of developing the lot in accordance with these Conditions and for the payment of legal and other professional fees in connection with such development and the mortgage (provided that such fees do not, in the aggregate, exceed 5% of the total amount secured by the mortgage), and for no other purpose;
 - (ii) under which such advances (in the case of work done) are to be made to the Purchaser only in amounts to be certified from time to time by the authorized person (appointed by the Purchaser under the Buildings Ordinance, any regulations made thereunder and any amending legislation for the development of the lot) as having been incurred by the Purchaser for the development of the lot;

- (iii) under which the Purchaser, the mortgagee and the Stakeholder (as hereinafter defined) are required, in the event of the Purchaser applying for the prior written consent of the Director under this Special Condition to enter into any agreement to dispose of any share or interest in the lot together with the right to the exclusive use and possession of any unit in the building erected or to be erected on the lot, to enter into an agreement containing the terms and requirements as the Director may from time to time specify or require, including but not limited to the following:

- (I) all sums received by the Purchaser or the Stakeholder as purchase price or any part thereof under an agreement for sale and purchase in respect of any unit, share or interest in the lot (the terms of which have been approved by the mortgagee) (hereinafter referred to as "the ASP") shall be paid into a bank account designated for the development of the lot and which must be opened, maintained and operated by the Stakeholder with the mortgagee (hereinafter referred to as "the Stakeholder Account");
- (II) no monies shall be released from the Stakeholder Account except with the prior written approval of the mortgagee and in accordance with the terms of the ASP and the terms of the Director's consent; and
- (III) the mortgagee irrevocably undertakes to the Purchaser to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account;
- (iv) under which the mortgagee is obliged and irrevocably undertakes to, upon completion of the sale and purchase, release unconditionally from the security of the building mortgage, any unit, share or interest in the lot, in respect of which the total purchase price under the ASP is fully paid into the Stakeholder Account; and
- (v) for the purpose only of this Special Condition, "the Stakeholder" means any solicitors firm for the time being appointed by the Purchaser to act as stakeholder in respect of the purchase price under the ASP."

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

- "(a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under

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the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at the following rates:

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

Size of each residential units	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 15 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 8.6 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 2.9 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.1 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.8 residential unit or part thereof
Not less than 160 square metres	One space for every 0.6 residential unit or part thereof

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

- (A) one space for each such house where its gross floor area is less than 160 square metres,
 (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than

220 square metres, provided that if the number of spaces to be provided under this sub-clause (a)(i)(II) (B) is a decimal number, the same shall be rounded up to the next whole number; and

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

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

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

- (I) the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (15)(c) hereof; and

- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition No. (15)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

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

- (iii) Additional spaces 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 shall be provided at the following rates or at such other rates as may be approved by the Director:

- (I) five spaces for every block of residential units erected or to be erected on the lot which contains more than 75 residential units (hereinafter referred to as "block of more than 75 residential units"); and
 (II) one space for every 25 residential units (excluding the residential units in any block of more than 75 residential units) or part thereof in the building or buildings erected or to be erected on the lot subject to a minimum of two spaces being provided.

For the purposes of sub-clause (a)(iii) of this Special Condition, neither detached, semi-detached nor terraced house or houses which is or are intended for use as a single family residence or residences shall be regarded as a block of residential units. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (iv) The spaces provided under sub-clauses (a)(i)(I) (as may be adjusted pursuant to Special Condition No.(32) hereof), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No. (32) hereof) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) (as may be adjusted pursuant to Special Condition No. (32) hereof), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No. (32) hereof) of this Special Condition, the

Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No. (32) hereof) and that the Purchaser shall not designate or reserve all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be adjusted pursuant to Special Condition No.(32) hereof) to become the Parking Spaces for the Disabled Persons.

(ii) The Parking Spaces for the Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.

(iii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of 5 percent of the total number of spaces required to be provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (both as may be adjusted pursuant to Special Condition No. (32) hereof) unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause (c) (i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) The spaces provided under sub-clause (c)(i) of this Special Condition shall not be used for any purpose other than for the purpose set out therein and in particular the said spaces shall not be used for the storage, display or exhibiting of

motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I) (as may be adjusted pursuant to Special Condition No. (32) hereof), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No. (32) hereof) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) The dimensions of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

(iii) Each of the Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director."

29. Special Condition No.(30) of the Land Grant stipulates that:-

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

(b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot."

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

"Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona

fide guests, visitors or invitees at a rate of one space for every 10 units or part thereof for those residential units having a size of less than 70 square metres each or at such other rates as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to whether a detached, semi-detached or terraced house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser."

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

"(a) Notwithstanding Special Conditions Nos. (29)(a)(i)(I) and (29)(a)(iii) hereof, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective number of spaces required to be provided under Special Conditions Nos. (29)(a)(i)(I) and (29)(a)(iii) hereof (without taking into account of the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent."

32. Special Condition No.(34) 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

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resident of any one residential unit in the building or buildings erected or to be erected on the lot.

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Purchaser may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Purchaser.
- (c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.
- (d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for the Disabled Persons."

33. Special Condition No.(38) 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."

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

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

- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (38) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges."

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

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

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

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

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

37. Special Condition No.(42) 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 Crossed Black Area, the Rippled Black Area, the Circled Black Area, the Squared Black Area or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Green Area, the Crossed Black Area, the Rippled Black Area, the Circled Black Area, the Squared Black Area or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Crossed Black Area, the Rippled Black Area, the Circled Black Area, the Squared Black Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works."

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

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

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

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

"(a) The Purchaser shall within six calendar months from the date of this Agreement (or such other extended period or periods as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Environmental

Protection implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection.

(c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.

(d) No building works (other than the Proposed Works, the Removal and Disposal Works or the Stabilization Works as contained in the approved Geotechnical Submission, the demolition and removal works as referred to in Special Condition No. (2) hereof, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.

(e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 5(a) and 5(b) hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss."

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

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

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

the lot which may occur in the future and which would have been reasonably foreseeable.

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

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

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

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

Notes : 1. For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

2. For the purpose of this section of "Summary of Land Grant", "the Purchaser" means Ease Treasure Investment Limited and where the context so admits or requires includes its successors and assigns; "the Government" refers to the Government of the Hong Kong Special Administrative Region; "the Director" refers to the Director of Lands; "Hong Kong" refers to the Hong Kong Special Administrative Region; and "these Conditions" mean and include the General and Special Conditions of the Land Grant.

07 SUMMARY OF LAND GRANT 批地文件的摘要

- 「發展項目」建於大埔市地段第214號（「該地段」）。該地段根據2014年6月25日訂立的《新批地文件》第21850號（「批地文件」）承批。
 - 該地段的批地年期為50年，由2014年6月25日開始生效。
 - 「批地文件」一般條款第7條訂明：
 - 「買方」應在根據此等「批地條件」建造或重建(指如本一般條款(b)款所述重新發展)的整個批租年期內：
 - 按照經批准的設計和分布及任何經批准的建築圖則維修所有建築物，並且不作任何修改或改動；及
 - 維修現已或日後依照此等「批地條件」或嗣後任何修改合約建造的所有建築物，以保持其修繕妥當及狀況良好，並於批租年期屆滿或提前終止時以修繕及狀況完好交回。
 - 如在承租年期內任何時間拆卸位於該地段或其任何部分的建築物，「買方」必須另行提供同類型和樓面總面積相等的穩固完好的一座或多座建築物，又或提供類型及價值經「署長」批准的一座或多座建築物，以作替代。如進行上述拆卸工程，「買方」應在施工一個曆月內向「署長」申請同意，以便進行建造工程重新發展該地段，「署長」給予同意後則須在三個曆月內展開重新發展的必要工程，以及在「署長」指定的期限內以「署長」滿意的方式完成工程。』
 - 「批地文件」特別條款第(1)條訂明：
 - 只要「買方」支付本文一般條款第2條訂明的地價餘額，並且遵守本文一般條款第1條的規定：
 - 除本文所夾附圖則以粉紅色加紅點顯示範圍（以下簡稱「粉紅色加紅點範圍」）以外的該地段之佔管權將被視作已於「本協議」訂立日交予「買方」並由其管有；及
 - 「粉紅色加紅點範圍」之佔管權將被視作已於「署長」向「買方」所發函件列明的日期（不可遲逾2018年2月28日）交予「買方」並由其管有。
 - 「政府」根據本特別條款(a)(ii)款規定將「粉紅色加紅點範圍」的佔管權交予「買方」之前，「政府」絕對有權親自或由其授權的任何人等佔管、佔用、使用和享有「粉紅色加紅點範圍」。
 - 倘因「政府」遵照本特別條款(a)(ii)及(b)款規定延遲移交「粉紅色加紅點範圍」的佔管權而直接或間接導致或致使「買方」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或義務。「買方」不可就此等損失、損害、滋擾或騷擾向「政府」索償或要求退還地價等。』
 - 「批地文件」特別條款第(2)條訂明：
 - 「買方」現確認於「本協議」訂立日，該地段範圍內現存有某些建築物及構築物，「買方」承諾自費拆卸和清拆上述建築物及構築物。如因上述建築物及構築物的存在或拆卸和清拆有關建築物及構築物而導致「買方」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。如因上述建築物及構築物的存在及其後進行拆卸和清拆工程而直接或間接引起任何責任、損失、索償、費用、訴求、訴訟或其他程序，「買方」現承諾向「政府」作出賠償並確保其免責。
 - 茲毋損本特別條款(a)款之規定，「買方」確認於「本協議」訂立日，「粉紅色加紅點範圍」內有現存的公廁（以下簡稱「現存公廁」）。「現存公廁」由「政府」運作供公眾使用。
 - 儘管有本特別條款(a)款之規定，如非事前獲「署長」書面同意，「買方」不得在「粉紅色加紅點範圍」根據本文特別條款第(1)(a)(ii)條規定交予「買方」管有之前在該地段內作出任何行為或進行任何工程，又或允許、容忍他人作出任何行為或進行任何工程，以致滋擾或干預「政府」和公眾分別運作及使用「現存公廁」。「買方」遵照本文特別條款第(1)(a)(ii)條接管「粉紅色加紅點範圍」後，應自費以「署長」全面滿意的方式拆卸和清拆「現存公廁」。
 - 如因「現存公廁」的存在、運作及供公眾使用導致或致使「買方」或任何其他人士蒙受任何損害、損失、滋擾或騷擾，「政府」概不承擔任何責任或義務。
 - 「買方」將被視為已信納並接受該地段於該地段或其任何部分根據本文特別條款第(1)(a)(i)及(1)(a)(ii)條移交佔管權當日現存的狀態和情況，並受制於「該地段」內「現存公廁」存在的條件，而「買方」現協議不會就此或據此對「政府」提出任何索償。
 - 「粉紅色加紅點範圍」根據本文特別條款第(1)(a)(ii)條規定交予「買方」佔管之前，「買方」應在所有合理時間允許「政府」、「署長」及其人員、承辦商、代理和「署長」授權的其他人等行使權利，不論駕車或攜帶工具、機器或設備與否通行、進出、往返及行經該地段（「粉紅色加紅點範圍」除外），以便於該地段（「粉紅色加紅點範圍」除外）任何部分執行任何工程或使用該處，以便進行檢查、維修、修理和執行「署長」認為必要的其他「現存公廁」相關工程。
 - 倘因「政府」、「署長」及其人員、承辦商和代理及「署長」授權的其他人等行使本特別條款(d)(i)款賦予的權利導致或連帶「買方」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承辦商和代理及「署長」授權的其他人等概毋須就此承擔責任或義務。「買方」不得就此向彼等任何一方提出索償或反對。
- 「批地文件」特別條款第(3)條訂明：
 - 「買方」現確認於「本協議」訂立日：
 - 該地段及毗鄰「政府」土地，包括但不限於本文所夾附圖則分別以黑色交叉線及黑色波紋顯示的一方或一塊土地（以下分別簡稱「黑色交叉線範圍」及「黑色波紋範圍」），現存某些堆放的填土物料；及
 - 「黑色交叉線範圍」及本文所夾附圖則以黑圈顯示的一方或一塊土地（以下簡稱「黑圈範圍」）可能構成毗鄰土地一部分，現於本文所夾圖則註明為“PROPOSED TPTL213”，以資識別（以下簡稱「擬批大埔市地段第213號」），「政府」可能於「本協議」訂立日後隨時處置該土地作發展用途。
 - 倘因該地段及毗鄰「政府」土地包括但不限於「黑色交叉線範圍」及「黑色波紋範圍」現存某些堆放的填土物料導致「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或義務。倘因該地段、「黑色交叉線範圍」及「黑色波紋範圍」現存某些堆放的填土物料而直接或間接導致或致使「政府」招致或蒙受任何責任、損失、索償、費用、訴求、訴訟或其他法律程序，「買方」現承諾向「政府」賠償並確保其免責。』

7. 「批地文件」特別條款第(4)條訂明：

- 『(a) (i) 「買方」時刻均須防止該地段範圍內或「擬批大埔市地段第213號」或任何相連或毗鄰「政府」土地或批租土地因發展該地段及拆卸和處置該地段、「黑色交叉線範圍」及「黑色波紋範圍」所有或部分現存堆放填土物料而發生滑土、山泥傾瀉或地陷。「買方」應在「本協議」訂立日後12個曆月內自費依照本特別條款(a)(ii)款所載的經批准「土力工程建議書」清理及處置堆放在「黑色交叉線範圍」及「黑色波紋範圍」的所有或部分填土物料（以下簡稱「清理及處置工程」），或於該地段執行不論涉及清理或處置「黑色交叉線範圍」及「黑色波紋範圍」上堆放填土物料與否的其他工程（以下簡稱「穩定工程」）。「署長」就何謂「買方」可遵照本(a)款規定清理及處置的填土物料所作的決定將作終論並對「買方」約束。
- (ii) 「買方」開始清理及處置該地段、「黑色交叉線範圍」及「黑色波紋範圍」上堆放的任何填土物料之前，應在「本協議」訂立日三個曆月內自費以「署長」全面滿意的方式，向「署長」提交或達致提交相關的土力評估報告以供「署長」書面批核，包括為清理及處置該地段上所有或部分堆放填土物料而擬實施的工程（以下簡稱「建議工程」）、「清理及處置工程」或「穩定工程」（土力評估報告以下簡稱「土力工程建議書」）。「土力工程建議書」應由根據《工程師註冊條例》、其後頒布之任何附屬規例及相關修訂法例註冊的「註冊專業工程師(岩土)」執行。「買方」接獲「署長」發出的「土力工程建議書」書面批核後，應自費以「署長」全面滿意的方式完成經「署長」批核的「土力工程建議書」列明的「建議工程」、「清理及處置工程」或「穩定工程」。經「署長」批准的「清理及處置工程」或「穩定工程」須在「本協議」訂立日後12個曆月內竣工。
- (iii) 無論何時，倘因「建議工程」、「清理及處置工程」或「穩定工程」或「買方」執行的任何工程或其他事故導致或引致該地段範圍內或「擬批大埔市地段第213號」或任何相連或毗鄰「政府」土地或批租土地滑土、山泥傾瀉或地陷，「買方」須自費還原和修復以令「署長」滿意，並向「政府」、其代理及承辦商賠償所有由上述滑土、山泥傾瀉或地陷引起、招致或蒙受的費用、收費、損害、索求及索償。
- (b) 如「買方」未能在「本協議」訂立日後12個曆月內完成經批准「土力工程建議書」列明的「清理及處置工程」或「穩定工程」，「政府」可全權酌情在「黑色交叉線

範圍」、「黑色波紋範圍」及本文所夾附圖則分別以粉紅色加紫點及粉紅色加紫點間黑斜線顯示的該地段部分（以下分別簡稱「粉紅色加紫點範圍」及「粉紅色加紫點間黑斜線範圍」）執行「清理及處置工程」或「政府」認為必要的其他工程（以下統稱「必要工程」），費用由「買方」支付。「買方」須在「政府」通知時支付相等於工程費用的款項，金額由「署長」釐定，而「署長」的決定將作終論並對「買方」約束。

- (c) 為執行「必要工程」，「買方」應允許「政府」、「署長」及彼等的人員、代理、承辦商、工人或其他正式獲授權人員，包括「擬批大埔市地段第213號」的承租人和其代理、承辦商、工人及其他正式獲授權人員，於本特別條款(a)(ii)款所指定「本協議」訂立日後滿12個曆月的期限後12個曆月內或「署長」於「必要工程」完竣後全權酌情釐定的較短期限內，免費及暢通無阻地進入「粉紅色加紫點範圍」及「粉紅色加紫點間黑斜線範圍」或其任何部分。「署長」就「必要工程」完竣日期所作的決定將作終論並對「買方」約束。
- (d) 如「買方」因「政府」、「署長」和彼等的人員、代理、承辦商、工人或其他正式獲授權人員，包括「擬批大埔市地段第213號」的承租人及其代理、承辦商、工人及其他正式獲授權人員行使本特別條款(c)款賦予的進入權而招致或蒙受任何損失、損害、滋擾或騷擾，彼等概毋須就此承擔責任。「買方」不得就此等損失、損害、滋擾或騷擾向彼等任何一方索償。
- (e) 於下列時間之前，「粉紅色加紫點範圍」及「粉紅色加紫點間黑斜線範圍」不可進行任何建造工程(經批准「土力工程建議書」列明的「建議工程」及「穩定工程」除外)：
- (i) 「買方」提交並經批核的「土力工程建議書」所列的「清理及處置工程」或「穩定工程」，於「本協議」訂立日後12個曆月內以「署長」全面滿意的方式完竣；或
- (ii) 如「買方」未能按本特別條款(b)款規定完成「清理及處置工程」或「穩定工程」，則指在指定的「本協議」訂立日後12個曆月期限屆滿後12個曆月，或「署長」於本特別條款(c)款所訂「必要工程」完竣後釐定的較短期限。』
- ### 8. 「批地文件」特別條款第(5)條訂明：
- 『(a) 為執行本文特別條款第(4)(a)(i)及(a)(ii)條所述的「清理及處置工程」或「穩定工程」，「買方」將於「本協議」訂立日獲授予「黑色交叉線範圍」、「黑色波紋範圍」、「黑圈範圍」及本文所夾附圖則以黑色方格顯示

的一方或一塊土地(以下簡稱「黑色方格範圍」)的佔管權（「黑色交叉線範圍」、「黑色波紋範圍」、「黑圈範圍」及「黑色方格範圍」以下統稱「工程範圍」）。

- (b) 「買方」此後應自費維修「工程範圍」以全面令「署長」滿意，直至其按照本特別條款(c)款交還「工程範圍」的佔管權為止。
- (c) 「工程範圍」將於「本協議」訂立日後滿12個曆月或「署長」向「買方」發函說明經批准「土力工程建議書」所載的「清理及處置工程」或「穩定工程」已以「署長」全面滿意的方式完竣後指定的較早日期交還「政府」。「署長」就經批准「土力工程建議書」所載之「清理及處置工程」或「穩定工程」竣工日期所作的決定將作終論並對「買方」約束。
- (d) 如因「買方」執行本文特別條款第(4)(a)(ii)條所述「建議工程」、「清理及處置工程」或「穩定工程」或「買方」履行本文特別條款第(4)(c)條或本特別條款(b)款訂明的責任等，導致或引起「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」毋須就此承擔責任。「買方」不可就任何此等損失、損害、滋擾或騷擾又或由此造成或引致「買方」未能履行本文特別條款第(12)條訂明在指定期限內其應有責任而向「政府」索償。如因「買方」遵照本文特別條款第(4)(a)(ii)條執行「建議工程」、「清理及處置工程」或「穩定工程」又或「必要工程」和因佔用、使用及維修「工程範圍」直接或間接引起或招致任何責任、損失、索償、費用、訴求、訴訟或其他程序，「買方」現承諾向「政府」作出賠償並確保其免責。』

9. 「批地文件」特別條款第(6)條訂明：

『「買方」如非事前獲「署長」書面同意，不可使用「工程範圍」作儲存用途或執行「清理及處置工程」或「穩定工程」以外的其他用途。』

10. 「批地文件」特別條款第(7)條訂明：

『「買方」佔管「工程範圍」後須允許「署長」及其人員、承辦商或任何其他獲「署長」授權人等於任何合理時間通行、進出、往返及行經該地段和「工程範圍」，以便檢驗、檢查和監督任何遵照本文特別條款第(4)(a)條執行的工程，以及執行、檢驗、檢查和監督 本文特別條款第(4)(b)條訂明的工程及「工程範圍」內「署長」視為必要的任何其他工程。』

11. 「批地文件」特別條款第(8)條訂明：

- 『(a) 「買方」應：
- (i) 於「本協議」訂立日後18個曆月內(或「署長」批准

的其他延長期限)，自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：

- (i) 在本文所夾附圖則以綠色顯示的日後擬建公共道路範圍（以下簡稱「綠色範圍」）進行鋪設及構建工程；及
- (ii) 提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物（以下統稱「構築物」）；

以便在「綠色範圍」建造建築物及供車輛和行人往來；

- (ii) 於「本協議」生效日後18個曆月內(或「署長」批准的其他延長期限)，自費以「署長」滿意的方式在「綠色範圍」鋪設路面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道設施和道路標記；及

- (iii) 自費維修「綠色範圍」連同「構築物」及在該處建造、安裝及提供之所有構築物、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，以令「署長」滿意，直至「綠色範圍」的佔管權按照本文特別條款第(9)條交還「政府」為止。

- (b) 如「買方」不在本特別條款(a)款訂明的指定期限內履行該款所訂責任，「政府」可執行必要的工程，費用則由「買方」承擔。「買方」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「買方」約束。

- (c) 倘因「買方」履行本特別條款(a)款所訂責任或因「政府」行使本特別條款(b)款所訂權利等而使「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概毋須就此承擔責任，「買方」亦不可就此等損失、損害、滋擾或騷擾向「政府」提出索償。』

12. 「批地文件」特別條款第(9)條訂明：

『為執行本文特別條款第(8)條指定的必要工程，「買方」將在「本協議」訂立日獲授予「綠色範圍」的佔管權。「買方」須在「政府」通知時交還「綠色範圍」，而於任何情況下，「買方」將被視為已於「署長」發函說明其已以「署長」滿意的方式履行此等「批地條件」當日交還「政府」。「買方」佔管「綠色範圍」期間，必須允許所有「政府」及公眾車輛和行人於任何合理時間自由通行「綠色範圍」，並須確保不會因為執行

本文特別條款第(8)條指定的工程等干預或阻礙上述車輛及行人交通。』

13. 「批地文件」特別條款第(10)條訂明：

『如非事前獲「署長」書面同意，「買方」不得在「綠色範圍」儲物或搭建任何臨時構築物又或作並非執行本文特別條款第(8)條所訂工程的任何其他用途。』

14. 「批地文件」特別條款第(11)條訂明：

『(a) 「買方」佔管「綠色範圍」期間，必須在所有合理時間：

- (i) 允許「政府」、「署長」及其人員、承辦商、代理和「署長」授權的其他人等通行、進出、往返及行經該地段和「綠色範圍」，以檢驗、檢查和監督任何遵照本文特別條款第(8)(a)條規定進行的工程，以及執行、檢驗、檢查和監督遵照本文特別條款第(8)(b)條訂明的工程及「綠色範圍」內「署長」視為必要的其他工程；

- (ii) 允許「政府」及「政府」授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和「綠色範圍」，以在「綠色範圍」或任何毗連土地內、上或下執行任何工程，其中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、氣體(如有)及其他服務。「買方」應與「政府」及「政府」正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述「綠色範圍」工程的事項；及

- (iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和「綠色範圍」，以執行任何關於運作、維修、修理、更換及更改「綠色範圍」內任何其他水務裝置的工程。

- (b) 倘因「政府」、「署長」及其人員、承辦商、代理及任何人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致「買方」或任何人士蒙受或連帶招致任何損失、損害、滋擾或騷擾，「政府」、「署長」及其人員、承辦商、代理及任何人等或根據本特別條款(a)款正式獲授權的公用事業公司概毋須承擔責任。』

15. 「批地文件」特別條款第(12)條訂明：

『「買方」應發展該地段建造一座或多座建築物，有關工程必須全面遵從此等「批地條件」及香港現時或於任何時間生效的所有關乎建築、衛生和規劃的「條例」、附例及規例。此等一座或多座建築物必須在2020年9月30日或之前建成並適宜佔用居住。』

16. 「批地文件」特別條款第(13)條訂明：

『該地段或其任何部分或該處任何已建或擬建建築物或建築物任何部分除作私人住宅外，不得作任何其他用途。』

17. 「批地文件」特別條款第(14)條訂明：

- 『(a) (i) 「買方」應在「本協議」訂立日後6個曆月內(或「署長」批准的其他延長期限)，向「署長」提交關於吐露港公路及附近其他道路對使用該地段造成噪音影響的評估報告作書面批核，以及擬於該地段提供各噪音緩解措施的詳細建議方案。「買方」接獲「署長」給予上述建議方案的書面批核後，應自費以「署長」全面滿意的方式，在「署長」指定的期限內實施經批准的建議方案。

- (ii) 「買方」須在本文協定批授的整個年期內，自費以「署長」全面滿意的方式提供和維修「署長」根據本特別條款(a)(i)款批核的噪音緩解措施。

- (iii) 直至「署長」以書面批核本特別條款(a)(i)款所載的評估報告及建議方案為止，不得在該地段展開或進行任何建造工程或其他工程(經批核「土力工程建議書」所列明「建議工程」、「清理及處置工程」或「穩定工程」、本文特別條款第(2)條所載的拆卸及清理工程、土地勘測及地盤平整工程除外)。於此等「批地條件」，“建造工程”、“土地勘測”及“地盤平整工程”的釋義以《建築物條例》、任何附屬規例及相關修訂法例所訂為準。

- (b) 儘管有本特別條款(a)款之規定，「署長」可酌情由「買方」全數承擔費用設計、提供、建造和維修該地段或「政府」土地範圍內的噪音緩解措施，惟事前必須徵取「買方」同意有關的設計、建築施工時間表和設計、建造、維修的費用。

- (c) 為執行本特別條款(b)款所載的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員可於任何合理時間，自由及暢通無阻地進入該地段或其任何部分和該處任何已建或擬建的一座或多座建築物。倘因「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員行使本(c)款所訂的進入權致使或連帶引起「買方」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人等概毋須就此承擔責任。「買方」不得就任何此等損失、損害、滋擾或騷擾向彼等索償。』

18. 「批地文件」特別條款第(15)條訂明：

遵從此等「批地條件」之規定，該地段或其任何部分進行發展或

重建時（本詞僅指本文一般條款第7條所述的重建工程）：

- (a) 該地段任何已建或擬建的一座或多座建築物必須全面遵從《建築物條例》、其任何附屬規例及相關修訂法例的規定；
- (b) 不可在該地段或其任何部分或此等「批地條件」訂明的該地段外範圍興建任何一座或多座建築物，亦不可發展或使用該地段或其任何部分或此等「批地條件」訂明的該地段外範圍，以致於任何方面不遵守《城市規劃條例》、其任何附屬規例及相關修訂法例的規定；
- (c) 該地段已建或擬建的一座或多座建築物的整體樓面總面積應不少於40,740平方米及不得超過67,900平方米；
- (d) 該地段任何已建或擬建建築物或其他構築物的任何部分連同相關的加建物或配件(如有)的總高度，不可超出香港主水平基準52米或「署長」在「買方」支付其指定地價和行政費用後全權酌情批准的其他高度限制，然而：
 - (i) 如事前獲「署長」書面批准，可在建築物天台興建或放置超出上述高度限制的機房、冷氣機、水箱、梯屋和同類屋頂構築物；及
 - (ii) 「署長」可全權酌情於計算建築物或構築物高度時不計入本文特別條款第(47)(b)(i)(ii)條所載的任何構築物或樓面面積；
- (e) (i) 除非事前獲「署長」書面批准，否則該地段任何已建或擬建的一座或一組建築物之面牆伸展長度不得達到或超過60米；
 - (ii) 於本特別條款(e)(i)款：
 - (I) 「署長」就何謂建築物所作的決定將作終論並對「買方」約束；
 - (II) 該地段任何已建或擬建的兩座或多座建築物，假如當中任何兩座之間的最短水平距離不足15米，一律視作一組建築物；
 - (III) 「署長」就何謂該地段任何一座或一組已建或擬建建築物的面牆伸展長度所作的決定將作終論並對「買方」約束；及
 - (IV) 計算本特別條款(e)(i)款所載的面牆伸展長度時，任何兩座建築物之間的空隙亦會連計在內。「署長」就計算所作的決定將作終論並對「買方」約束；及
- (f) 該地段任何已建或擬建的一座或多座建築物的設計及布局必須提交「署長」申請書面批准。直至「署長」正式批准為止，不可在該地段進行任何建造工程(經批核「土力工程建議

書」所列明「建議工程」、「清理及處置工程」或「穩定工程」、本文特別條款第(2)條所載的拆卸及清理工程、土地勘測及地盤平整工程除外)。」

19. 「批地文件」特別條款第(16)條訂明：

『如非事前獲「署長」書面同意，不可在本文所夾附圖則以粉紅色間黑斜線顯示的範圍（以下簡稱「粉紅間黑斜線範圍」）和「粉紅色加紫點間黑斜線範圍」（以下統稱「非建築用地」）地面水平上或跨越其上搭建、建造任何建築物或構築物或其支承件，惟高度不超過3米的邊界牆或圍牆或兩者除外。「署長」就何謂「非建築用地」地面水平所作的決定將作終論並對「買方」約束。』

20. 「批地文件」特別條款第(18)條訂明：

- (a) 「買方」可在該地段搭建、建造和提供經「署長」書面批准的康樂設施及相關的附屬設施（以下簡稱「設施」）。「設施」的類型、大小、設計、高度及布局規劃應事前提交「署長」申請書面批准。
- (b) 計算本文特別條款第(15)(c)條指定的整體樓面總面積時，遵從本文特別條款第(47)(d)條之規定，任何根據本特別條款(a)款於該地段提供的「設施」任何部分如乃供該地段已建或擬建的一座或多座住宅大廈住戶和彼等的真正訪客公用與共享，不會連計在內，而「署長」認為並非作此用途的其餘「設施」部分則會計算在內。
- (c) 如「設施」的任何部分根據本特別條款(b)款規定獲豁免計入樓面總面積（以下簡稱「豁免設施」）：
 - (i) 「豁免設施」應劃為並構成本文特別條款第(26)(a)(v)條所載的「公用地方」；
 - (ii) 「買方」應自費維修「豁免設施」，以保持其修繕妥當及狀況良好，同時以「署長」滿意的方式運作「豁免設施」；及
 - (iii) 「豁免設施」只可供現已建或擬建於該地段的一座或多座住宅大廈全體住戶和彼等的真正訪客使用，其他人等一概不可使用。」

21. 「批地文件」特別條款第(19)條訂明：

『如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，概不可移除或干預任何現於該地段或毗連土地生長的樹木。』

22. 「批地文件」特別條款第(20)條訂明：

『(a) 「買方」應自費向「署長」提交園景設計圖則，述明遵

照本特別條款(b)款在該地段進行園景工程的位置、規劃和布局，以供「署長」審批。

- (b) (i) 該地段不少於20%的面積須種植樹木、灌叢或其他植物。
- (ii) 本特別條款(b)(i)款所載的20%面積中應有不少於50%（以下簡稱「綠化地方」）在「署長」全權酌情指定的位置或樓層提供，以確保路過行人可觀賞「綠化地方」或進入該地段的人士或人等可通行該處。
- (iii) 「署長」就「買方」建議的哪些園景工程構成本特別條款(b)(i)款所訂的20%所作的決定將作終論並對「買方」約束。
- (iv) 「署長」可全權酌情接納「買方」建議以其他非種植綠化元素取代種植樹木、灌叢或其他植物。
- (c) 「買方」應以「署長」全面滿意的方式自費按照經批准的園景設計圖則在該地段進行園景綠化，如非事前獲「署長」書面同意，不得修改、更改、改動、改變或取代經批准的園景設計圖則。
- (d) 其後，「買方」應自費保養和維持園景工程於安全、清潔、整齊、井然及健康狀態，全面令「署長」滿意。
- (e) 遵照本特別條款進行園景綠化的地方將劃入本文特別條款第(26)(a)(v)條所載的「公用地方」。」

23. 「批地文件」特別條款第(21)條訂明：

- 『(a) 該地段可設有看更或管理員(或兩者)辦事處，但須遵從以下條件：
- (i) 「署長」認為辦事處是促進該地段已建及擬建的一座或多座建築物安全、保安和良好管理的必需設施；
 - (ii) 辦事處除作完全及必要地受僱於該地段工作的看更或管理員(或兩者)的辦事處外，概不可作任何其他用途。
 - (iii) 辦事處的位置事前必須徵取「署長」書面批准。

於本(a)款，任何辦事處均不可設於該地段上擬作或改建用作單一家庭住宅的建築物內。「署長」就任何建築物是否構成或擬作單一家庭住宅所作的決定將作終論並對「買方」約束。

- (b) (i) 計算本文特別條款第(15)(c)條所訂的整體樓面總面積時，遵從本文特別條款第(47)(d)條之規定，不會計入依照本特別條款(a)款在該地段提供而面積不超過以下(i)或(ii)當中較小者的辦事處：

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- (i) 該地段各已建及擬建的一座或多座建築物整體樓面總面積的0.2%；
- (ii) 該地段各已建或擬建每50個住宅單位5平方米，或該地段已建或擬建每座住宅單位大廈5平方米，二者以計算所得的較大樓面面積為準，或採用「署長」以書面批准的其他較大樓面面積。

任何超出以上(i)或(ii)計算較少者的樓面總面積將會計算在內。

- (ii) 計算本特別條款(b)(i)(i)款所述該地段已建或擬建建築物的整體樓面總面積時，不會計入根據此等「批地條件」豁免計入該地段已建或擬建的一座或多座建築物樓面總面積的樓面面積。「署長」就此作出的決定將作終論並對「買方」約束。

- (c) 於本特別條款(b)款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為一座住宅單位大廈，「署長」就任何獨立屋、半獨立屋或排屋是否構成或擬作單一家庭住宅所作的決定將作終論並對「買方」約束。

- (d) 根據本特別條款(a)款在該地段提供的辦事處將劃入本文特別條款第(26)(a)(v)條所載的「公用地方」並構成該處一部分。』

24. 「批地文件」特別條款第(22)條訂明：

- 『(a) 該地段可設有看更或管理員或兩者的宿舍，但須遵從以下條件：
 - (i) 宿舍應設於該地段其中一座已建住宅單位大廈或「署長」書面批准的其他地點；及
 - (ii) 宿舍除作完全及必要地受僱於該地段工作的看更或管理員（或兩者）的宿舍外，概不可作任何其他用途。

於本(a)款，宿舍不可設於該地段上擬作或改建用作單一家庭住宅的建築物內。「署長」就任何建築物是否構成或擬作單一家庭住宅所作的決定將作終論並對「買方」約束。

- (b) 計算本文特別條款第(15)(c)條所訂的整體樓面總面積時，不會計入依照本特別條款(a)款在該地段提供而整體樓面總面積不超過25平方米的宿舍。任何超出25平方米的樓面總面積則會計算在內。
- (c) 根據本特別條款(a)款在該地段提供的看更或管理員(或兩者)宿舍將劃入本文特別條款第(26)(a)(v)條所載的「公用地方」並構成該處一部分。』

25. 「批地文件」特別條款第(23)條訂明：

- 『(a) 該地段範圍內可提供一個辦事處供「業主立法團」或「業主委員會」使用，惟須遵從以下條件：

- (i) 辦事處除供現已或將會就該地段已建或擬建建築物成立的「業主立法團」或「業主委員會」作會議和行政工作場地外，不可作任何其他用途；及

- (ii) 辦事處的地點必須事前徵取「署長」書面批准。

- (b) 計算本文特別條款第(15)(c)條所訂的整體樓面總面積時，遵從本文特別條款第(47)(d)條之規定，不會計入依照本特別條款(a)款在該地段提供而樓面總面積不超過20平方米的辦事處。任何超出20平方米的樓面總面積則會計算在內。

- (c) 根據本特別條款(a)款在該地段提供的辦事處將劃入本文特別條款第(26)(a)(v)條所載的「公用地方」並構成該處一部分。』

26. 「批地文件」特別條款第(24)條訂明：

- 『建於該地段的建築物不可屬於《建築物條例(新界適用)條例》、其任何附屬規例及相關修訂法例訂明為可豁免受《建築物條例》、其任何附屬規例及相關修訂法例規限的類型。』

27. 「批地文件」特別條款第(25)條訂明：

- 『「買方」圓滿履行此等「批地條件」令「署長」全面滿意之前，如非事前獲「署長」書面同意並依照其制訂的任何條件（包括繳付「署長」指定的費用），不可：

- (a) 轉讓、出讓或以其他方式處置該地段或其任何部分或任何相關權益又或建於該處的任何建築物或任何建築物部分（不論屬直接或間接保留、授予任何優先權、選擇權或授權，或其他方法、安排或任何性質的文件），又或就此訂立任何協議；

- (b) 不論直接或間接或透過律師、代理、承辦商或信託人或透過「買方」或其代名人直接或間接擁有股份或持有「買方」股份的公司等，根據現時或日後任何交易有條件或無條件地索取或收受任何金錢、有價物品或任何其他貴重代價，從而出售、轉讓或以其他方式處置或影響該地段或其任何部分或任何相關權益或該處任何建築物或任何建築物部分，又或就此訂立任何協議；

- (c) 分租該地段或該處任何建築物或任何建築物部分或訂立任何相關合約，除非該地段或該處任何建築物或建築物部分之租務協議或租約符合下列條款與條件：

- (i) 租務協議或租約的總年期（包括續約權利）不可超過10年；

- (ii) 租務協議或租約必須待至建築事務監督根據《建築物條例》、其任何附屬規例及相關修訂法例的規定簽發該租約或租務協議所涵蓋建築物或建築物部分的佔用許可證或臨時佔用許可證，方始生效；

- (iii) 租客不須繳付地價；

- (iv) 應繳租金不可超過全額租金；

- (v) 預繳租金期限不可超過12個曆月；

- (vi) 租務協議、租約、租賃合約或租契訂明的許可用途必須遵守此等「批地條件」的規定；

- (vii) 租務協議、租約、租賃合約或租契的條款與條件不得違反此等「批地條件」的規定；或

- (d) 按揭或押記該地段或其任何部分或任何相關權益以按照此等「批地條件」發展，惟僅限於採用建築按揭的形式。茲現協議，於本項事宜而言，建築按揭的定義如下：

- (i) 該地段按揭或押記予持牌銀行或《銀行業條例》第16條認可的註冊接受存款公司，作為「買方」現已或將會獲取墊款（連同利息）的抵押，以便依照此等「批地條件」發展該地段和支付與發展項目及按揭相關的法律費用和其他專業費用（但總費用不可超過按揭抵押總額5%），僅此而已；

- (ii) 按揭項下墊款(如已完成工程)必須不時經認可人士（由「買方」遵照《建築物條例》、其任何附屬規例及相關修訂法例為發展該地段委聘）核證為「買方」因發展該地段所招致款項的金額；

- (iii) 遵從按揭規定，如「買方」事前根據本特別條款向「署長」申請書面同意訂立任何協議處理該地段任何份數或權益連同使用和佔用該地段任何已建或擬建建築物內任何單位的專有權，「買方」、承按人及「保證金保存人」（釋義以下文所訂為準）必須簽訂協議，載明「署長」不時指定或規定的條款與規定，包括但不限於以下：

- (i) 「買方」或「保證金保存人」收取作為該地段任何單位、份數或權益買賣合約（有關條款已經承按人批核）（以下簡稱「買賣合約」）之售價或部分售價的所有款項，必須存入指定為該地段發展項目專用的銀行賬戶。該賬戶應由「保證金保存人」與承按人開設、維持及運作（以下簡稱「保證金保存人賬戶」）；

- (ii) 除非事前獲承按人依照「買賣合約」條款和「署長」同意的條款發出書面批准，否則不可從「保證金保存人賬戶」提取任何款項；及
- (iii) 承按人不可撤回地向「買方」承諾，買賣交易完成後，「買賣合約」所訂總售價已全數存入「保證金保存人賬戶」的該地段任何單位、份數或權益，即會無條件獲免作建築按揭的保證；
- (iv) 遵從按揭規定，承按人必須不可撤回地承諾，買賣交易完成後，「買賣合約」所訂總售價已全數存入「保證金保存人賬戶」的該地段任何單位、份數或權益，即會無條件獲免作建築按揭的保證；及
- (v) 於本特別條款，「保證金保存人」指現時由「買方」委任為「買賣合約」售價保證金保存人的任何律師事務所。』

28. 「批地文件」特別條款第(29)條訂明：

- 『(a) (i) 該地段內應設立「署長」滿意的車位（以下簡稱「住宅車位」），以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建的一座或多座建築物的住戶和彼等各真正賓客、訪客或獲邀人士的車輛，分配比率如下：
- (i) 如在該地段內提供一座或多座住宅單位大廈（擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋除外），分配比率將按照下表所列該地段已建或擬建住宅單位各自的面積計算，除非「署長」同意與下表所列者不同的比率或數額則屬例外：

每個住宅單位的面積	擬提供「住宅車位」數額
少於40平方米	每15個住宅單位或不足此數一個車位
不少於40平方米但少於70平方米	每8.6個住宅單位或不足此數一個車位
不少於70平方米但少於100平方米	每2.9個住宅單位或不足此數一個車位
不少於100平方米但少於130平方米	每1.1個住宅單位或不足此數一個車位
不少於130平方米但少於160平方米	每0.8個住宅單位或不足此數一個車位
不少於160平方米	每0.6個住宅單位或不足此數一個車位

- (ii) 如在該地段內提供擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋，分配比率將如下計算：
 - (A) 每座樓面總面積少於160平方米的房屋一個車位；
 - (B) 每座樓面總面積不少於160平方米但少於220平方米的房屋1.5個車位。如本(a)(i)(ii)(B)款指定提供的車位數額為小數位數，則向上進位至下一個整數；及
 - (C) 每座樓面總面積不少於220平方米的房屋兩個車位。

於本(a)(i)款，「署長」就何謂獨立屋、半獨立屋或排屋和每座此等房屋是否構成及擬作單一家庭住宅用途所作的決定將作終論並對「買方」約束。

- (ii) 於本特別條款(a)(i)(i)款，擬提供的車位總數為根據本特別條款(a)(i)(i)款列表中每個住宅單位的面積計算之車位總數。於此等「批地條件」，「每個住宅單位的面積」字句按樓面總面積計算為以下(i)及(ii)項之和：
 - (i) 每個由其住戶專用及專享的住宅單位之樓面總面積，即由該單位的圍牆或矮牆外部開始量度，除非圍牆乃分隔兩個相連單位，則由圍牆中央點開始量度，並會涵蓋該單位的內部間隔牆及柱，但為免存疑，不包括未並計入本文特別條款第(15)(c)條所指定樓面總面積的該單位內部所有樓面面積；及
 - (ii) 每個住宅單位按比例計算的「住宅公用地方」（釋義以下文所訂為準）樓面總面積，即計算各住宅單位圍牆外供已建或擬建於該地段的一座或多座建築物住戶公用與共享的住宅公用地方整體樓面總面積，但為免存疑，不包括未並計入本文特別條款第(15)(c)條所指定樓面總面積的所有樓面面積（此等住宅公用地方以下簡稱「住宅公用地方」），按照以下程式攤分予每個住宅單位：

$$\text{「住宅公用地方」整體樓面總面積} \times \frac{\text{根據本特別條款(a)(ii)(i)款計算的每個住宅單位樓面總面積}}{\text{根據本特別條款(a)(ii)(i)款計算的所有住宅單位整體樓面總面積}}$$

- (iii) 該地段應設置額外車位以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建的一座或多座建築物住戶各

真正賓客、訪客或獲邀人士的車輛。配置比例如下或採取「署長」批准的其他比率：

- (i) 該地段上每座設有超過75個住宅單位的已建或擬建住宅單位大廈（以下簡稱「超過75個住宅單位之大廈」）配置五個車位；及
- (ii) 該地段任何已建或擬建的一座或多座建築物內每25個住宅單位（不包括超過75個住宅單位之大廈的住宅單位）或不足此數配置一個車位，但最少須配置兩個車位。

於本特別條款(a)(iii)款，擬供單一家庭住宅的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座屋是否構成或擬供單一家庭住宅作出的決定將作終論並對「買方」約束。

- (iv) 根據本特別條款(a)(i)(i)款（可遵照本文特別條款第(32)條規定調整）、(a)(i)(ii)及(a)(iii)款（可遵照本文特別條款第(32)條規定調整）提供的車位除作該等條款分別訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。
- (b) (i) 「買方」應遵照建築事務監督規定和批准，在根據本特別條款(a)(i)(i)款（可遵照本文特別條款第(32)條規定調整）、(a)(i)(ii)及(a)(iii)款（可遵照本文特別條款第(32)條規定調整）設置的車位中預留及劃出一定數額的車位供《道路交通條例》、其任何附屬規例及相關修訂法例界定釋義的傷殘人士停泊車輛（此等預留及劃出的車位以下簡稱「傷殘人士車位」）。根據本特別條款(a)(iii)款設置的車位（可遵照本文特別條款第(32)條規定調整）最少須預留及劃出一個「傷殘人士車位」，惟「買方」不得將所有根據本特別條款(a)(iii)款提供的車位（可遵照本文特別條款第(32)條規定調整）預留或劃為「傷殘人士車位」。
- (ii) 「傷殘人士車位」應設於「署長」以書面批准的位置及樓層。
- (iii) 「傷殘人士車位」除供《道路交通條例》、其任何附屬規例及相關修訂法例界定釋義的傷殘人士停泊屬於已建或擬建於該地段的一座或多座建築物住戶及彼等各真正賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。
- (c) (i) 該地段內應設置「署長」滿意的車位，以供停泊根

據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於該地段任何已建或擬建的一座或多座建築物住戶及彼等各真正賓客、訪客或獲邀人士的電單車（以下簡稱「電單車車位」），配置比率為根據本特別條款(a)(i)(I)及(a)(iii)款提供的所有車位(兩者均可遵照本文特別條款第(32)條規定調整)之5%，除非「署長」同意採用其他比率。如根據本(c)(i)款提供的車位數額為小數位數，則向上進位至下一個整數。

(ii) 根據本特別條款(c)(i)款設置的車位除作該款訂明的用途外，不可作任何其他用途，其中特別禁止在車位存放、陳列或展示車輛作招售等用途或提供洗車和汽車美容服務。

(d) (i) 除「傷殘人士車位」外，每個根據本特別條款(a)(i)(I)款(可遵照本文特別條款第(32)條規定調整)、(a)(i)(II)款及(a)(iii)款提供的車位（可遵照本文特別條款第(32)條規定調整），必須為2.5米闊及5.0米長，最低淨空高度為2.4米。

(ii) 每個「傷殘人士停車位」的尺寸由建築事務監督指定和批准。

(iii) 每個「電單車車位」必須為1.0米闊及2.4米長，最低淨空高度為2.4米，或採用「署長」批准的其他最低淨空高度。』

29. 「批地文件」特別條款第(30)條訂明：

『(a) 該地段應設有「署長」滿意的車位供貨車裝卸貨物，比例為該地段任何已建或擬建的一座或多座建築物內每800個住宅單位或不足此數配置一個車位，或採用「署長」批准的其他比率，惟該地段每座已建或擬建住宅單位大廈最少須設有一個上落貨車位。上落貨車位應設於每座住宅單位大廈範圍內或毗連該處。於本(a)款，擬供單一家庭作住宅的獨立屋、半獨立屋或排屋不可視為一座住宅單位大廈。「署長」就何謂獨立屋、半獨立屋或排屋和每座此等房屋是否構成或擬供單一家庭作住宅所作出的決定將作終論並對「買方」約束。

(b) 每個根據本特別條款(a)款提供的車位必須為3.5米闊及11.0米長，最低淨空高度為4.7米。此等車位除供與已建或擬建於該地段的一座或多座各建築物相關的貨車上落貨外，不得作任何其他用途。』

30. 「批地文件」特別條款第(31)條訂明：

『該地段應提供「署長」滿意的車位，以供停泊屬於該地段已建或擬建的一座或多座建築物各住戶及彼等各真正賓客、訪客或獲邀人士的單車，分配比率為每10個各自樓面總面積少於70平方米

的住宅單位或不足此數設置一個車位，或採用「署長」批准的其他比率。於本特別條款，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋是否構成或擬供單一家庭作住宅所作出的決定將作終論並對「買方」約束。』

31. 「批地文件」特別條款第(32)條訂明：

『(a) 儘管有本文特別條款第(29)(a)(i)(I)及(29)(a)(iii)條之規定，「買方」仍可增加或減少其應分別按照上述特別條款提供的車位數額，最多增幅或減幅為5%，惟增加或減少的車位總數不得超過50個。

(b) 除有本特別條款(a)款之規定外，「買方」另可增加或減少其應分別按照特別條款第(29)(a)(i)(I)及(29)(a)(iii)條提供的車位數額(不計算本特別條款(a)款所訂的車位)，最多增幅或減幅為5%。』

32. 「批地文件」特別條款第(34)條訂明：

『(a) 儘管已遵守和履行此等「批地條件」以令「署長」滿意，「住宅車位」及「電單車車位」不可：

(i) 轉讓，除非：

(I) 連同賦予專有權使用及佔用該地段任何已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數一併轉讓；或

(II) 承讓人現時已擁有專有權使用和佔用該地段任何已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數；或

(ii) 分租（租予該地段任何已建或擬建的一座或多座建築物內住宅單位的住戶除外）。』

於任何情況下，該地段任何已建或擬建的一座或多座建築物內任何一個住宅單位的住戶概不可承讓或承租多於三個「住宅車位」及「電單車車位」。

(b) 儘管有本特別條款(a)款之規定，「買方」如事前獲「署長」書面同意，仍可以整體方式轉讓所有「住宅車位」及「電單車車位」，但承讓方必須為「買方」的全資附屬公司。

(c) 本特別條款(a)款不適用於該地段整體的轉讓、分租、按揭或押記交易。

(d) 本特別條款(a)及(b)款不適用於「傷殘人士車位」。』

33. 「批地文件」特別條款第(38)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，除非事前獲「署長」書面同意，而「署長」可全權酌情在給予同意時制訂其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。』

34. 「批地文件」特別條款第(39)條訂明：

『(a) 如該地段或任何「政府」土地現時或以往曾經配合或因應該地段或其任何部分的構建、平整或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條件」等規定「買方」執行的任何其他工程，不論事前是否獲「署長」書面同意，「買方」亦須於當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「買方」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其修繕妥當及狀況良好，令「署長」滿意。

(b) 本特別條款(a)款概毋損此等「批地條件」賦予「政府」的權利，其中特別以本文特別條款第(38)條為要。

(c) 無論何時，如因「買方」進行構建、平整、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷，「買方」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因此蒙受或招致的所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責。

(d) 除享有本文訂明可就違反此等「批地條件」追討之任何其他權利或補償權外，「署長」另有權向「買方」發出書面通知，要求「買方」進行、建造和維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「買方」疏忽或不執行通知訂明的期限內以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行任何必要的工程。「買方」必須在接獲通知時向「政府」償還有關的費用，以及任何行政或專業收費與費用。』

35. 「批地文件」特別條款第(40)條訂明：

『如非事前獲「署長」書面批准，不准在該地段使用碎石機。』

36. 「批地文件」特別條款第(41)條訂明：

『(a) 如有來自該地段或任何受該地段發展工程影響的其他地方之泥土、廢土、泥頭廢料、建築廢物或建造物料（以下統稱「廢物」）腐蝕、沖下或傾倒於公共後巷或道路，或排入道路下水道、海灘或海床、污水管、雨水渠、明渠或其他「政府」產業（以下統稱「政府產業」），「買方」必須自費清理廢物並修復「政府產業」蒙受的任何損害。「買方」須就腐蝕、沖下或傾倒廢物導致私人物業受損或滋擾引起的所有訴訟、索償及訴求向「政府」作出賠償。

(b) 儘管有本特別條款(a)款之規定，「署長」仍可(但毋責任必須)應「買方」要求清理「政府」產業的廢物並修復該處由此出現的損害。「買方」應在「政府」通知時向「政府」支付相關的費用。』

37. 「批地文件」特別條款第(42)條訂明：

『「買方」時刻均須謹慎地採取或達至採取所有完善及適當的謹慎、工藝和預防措施，其中尤以何建造、維修、更新或修理工程（以下統稱「工程」）施工期間為要，藉以避免損壞、滋擾或阻塞位於、貫穿、跨越或毗連該地段、「綠色範圍」、「黑色交叉線範圍」、「黑色波紋範圍」、「黑圈範圍」、「黑色方格範圍」或以上任何一處或當中任何部分的「政府」或其他現有排水渠、水道或渠道、總水喉、道路、行人道、街道傢俬、污水管、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置（以下統稱「服務設施」）。「買方」執行任何此等「工程」之前，必須進行或達致進行完善調查和查詢，以核實「服務設施」的現況及水平位置，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務設施」之建議書以待全面審批。直至「署長」以書面批准「工程」及上述建議書為止，「買方」不得展開任何工程。此外，「買方」應遵從和自費履行「署長」給予上述批准時就「服務設施」制訂的規定，包括作出任何必要改道、重鋪或還原工程的費用。再者，「買方」須自費以「署長」滿意的方式修理、修復及還原「工程」（明渠、污水管、雨水渠或總水喉例外，除非「署長」另作決定，否則此等渠道應由「署長」修復，而「買方」須在「政府」通知時支付有關工程的費用）導致該地段、「綠色範圍」、「黑色交叉線範圍」、「黑色波紋範圍」、「黑圈範圍」、「黑色方格範圍」或以上任何一處或當中任何部分或任何「服務設施」蒙受的損害、滋擾或阻塞。如「買方」不在該地段、「綠色範圍」、「黑色交叉線範圍」、「黑色波紋範圍」、「黑圈範圍」、「黑色方格範圍」或以上任何一處或當中任何部分或任何「服務設施」執行此等必要的改道、重鋪、修理、修復及還原工程以令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，「買方」須在「政府」通知時支付有關工程的費用。』

38. 「批地文件」特別條款第(43)條訂明：

『(a) 「買方」應按「署長」視為需要，自費以「署長」滿意的方式在「該地段」邊界範圍內或「政府」土地上建造和維修排水渠及渠道，以截流和輸送所有落下或流進該

地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」雨水渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償和索求，「買方」必須承擔全責並向「政府」及其人員賠償。

(b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之「政府」雨水渠及污水管的工程可由「署長」負責執行。「署長」毋須就由此引致的任何損失或損害向「買方」承擔責任，而「買方」接獲「政府」通知時須向「政府」支付此等接駁工程的費用。此外，「買方」亦可自費以「署長」滿意的方式執行上述接駁工程。於該情況下，位於「政府」土地範圍內的上述接駁工程部分將由「買方」自費維修，如「政府」發出通知，「買方」須將此等工程部分移交「政府」，日後由「政府」自費維修，「買方」並須在「政府」通知時向「政府」繳付上述接駁工程的技術審核費用。如「買方」不維修建於「政府」土地上的上述接駁工程任何部分，「署長」可執行其視為必要的維修工程，「買方」須在「政府」通知時支付有關工程的費用。』

39. 「批地文件」特別條款第(44)條訂明：

『(a) 「買方」應在「本協議」訂立日後六個月內（或「署長」批准的其他延長期限），自費以環境保護署署長全面滿意的方式，向環境保護署署長提交或達至提交污水系統影響評估書面報告（以下簡稱「SIA」）供其書面審批，內容其中涵蓋環境保護署署長指定的資料和詳情，包括但不限於發展該地段可能引致的所有不良污水系統影響，以及建議實施的緩解措施、改善工程和其他措施與工程。

(b) 「買方」應自費在環境保護署署長指定的期限內，以其全面滿意的方式實施經批准SIA的各項建議。

(c) SIA的技術範疇應由土木工程專業界別的香港工程師學會會員或特許土木工程師執行。

(d) 該地段或其任何部分在環境保護署署長以書面批核SIA前，不得在該地段或其任何部分展開任何建造工程（經批准「土力工程建議書」所列明「建議工程」、「清理及處置工程」或「穩定工程」、本文特別條款第(2)條所載的拆卸及清理工程、土地勘測和地盤平整工程除外）。

(e) 為免存疑及毋損本文一般條款第5(a)及5(b)條之一般規定，「買方」現明確確認及同意，其將獨自承擔全責自費以環境保護署署長全面滿意的方式實施經批准SIA的所有建議。「政府」及其人員概毋須就「買方」因履行本特別條款等所訂責任而對「買方」招致或連帶引起的費用、損害或損失，承擔任何責任、義務或法律責任，「買方」不得就任何此等費用、損害或損失向「政府」或其人員索償。』

40. 「批地文件」特別條款第(45)條訂明：

『(a) 「買方」現確認，該地段乃在海床填海的土地構建而成，因此該地段的水平日後難免因為基底及堆填物料固結或其他原因出現變化。

(b) 「買方」承諾於該地段展開任何發展或重建工程之前，自費進行該地段土地狀況的詳盡土力勘測，以為日後該地段可能因為土地沉降等情況(包括剩餘沉降)出現的水平變化作好準備。「買方」設計所有基建工程、建築物、構築物、服務設施、公用服務接駁工程、內部道路、橋、行人天橋及行人路或任何其他工程時（以下統稱「必要工程」），必須充分考慮勘測的結果，此外並要妥善履行此等「批地條件」訂明的所有積極責任，以確保該地段日後出現無法預見的沉降或土地水平變化時，不會對「必要工程」造成不良影響。

(c) 「買方」現確認並承認，所有額外成本、費用、收費及開支，不論是關於土力勘測或日後該地段土地水平變化的防護或補救之「必要工程」，一律由其獨力承擔，「政府」概毋須就此等成本、收費、費用和開支向「買方」、其繼承人或受讓人承擔責任。

(d) 「買方」現代表其本身、其繼承人及受讓人明確表示放棄向「政府」提出任何及所有因填海工程導致或引起的索償，以及代表其本身、其繼承人及受讓人解除「政府」日後因該地段填海、任何土地沉降、剩餘沉降或該地段地面水平變化招致或引起的責任。再者，「買方」現代表其本身、其繼承人及受讓人協議不會就填海工程或日後任何土地沉降、剩餘沉降或該地段地面水平變化向「政府」展開任何訴訟或提出任何索求或索償，不論因何事故引起，亦不論此等沉降或地面水平變化是否可合理預見亦然。該地段或其任何部分日後任何轉讓契約均須訂明其中包括本(d)款的規定。』

41. 「批地文件」特別條款第(48)條訂明：

『該地段不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論屬陶泥金塔或骨灰龕等亦然。』

備註：1. 欲悉詳情請參考「批地文件」。「批地文件」全文已備於售樓處，可以在營業時間免費索取閱覽，並可支付必要的影印費用影印副本。

2. 於本節「批地文件的摘要」，「買方」指騰寶投資有限公司，而如上下文意允許或規定，「買方」之釋義包括其繼承化及受讓人；「政府」指香港特別行政區政府；「署長」指地政總署署長；「香港」指香港特別行政區；此等「批地條件」指及包括「批地文件」一般條款和特別條款。

08 WARNING TO PURCHASERS 對買方的警告

1. The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the Vendor) to act for the purchaser in relation to the transaction.
2. Further:
 - a. if the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser;
 - b. if the purchaser instructs the firm of solicitors acting for the Vendor to act for the purchaser as well, and a conflict of interest arises between the 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; and
 - c. that in the case of paragraph (2)(b)(ii), 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.

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

09 GOVERNMENT RENT 地稅

The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the parking spaces up to and including the completion of the sale and purchase of that parking spaces.

賣方將會繳付或已繳付（視情況而定）有關停車位之地稅直至及包括停車位之買賣成交日期。

10 MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

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

Note:

On that delivery, the purchaser is liable to pay the deposits for water, electricity and gas to the manager (not the Vendor) of the Development under the deed of the mutual covenant, and where the Vendor has paid the deposits for water, electricity and gas, the purchaser shall reimburse the Vendor for the same.

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

備註：

在交付時，買方須根據公契向發展項目的管理人（而非賣方）支付水、電力及氣體的按金，而如賣方已支付水、電力及氣體的按金，買方須向賣方補還水、電力及氣體的按金。

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

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

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

12 MAINTENANCE OF SLOPES 斜坡維修

Not applicable.

不適用。

13 ADDITIONAL INFORMATION 附加資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase (the "Agreement") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the parking space specified in the Agreement, sub-sell that parking space or transfer the benefit of the Agreement of that parking space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
2. If the Vendor, at the request of the purchaser under an Agreement, agrees (at its own discretion) to cancel the Agreement or the obligations of the purchaser under the Agreement, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the parking space specified in the Agreement and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement.
3. The purchaser who has signed an Agreement has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.

1. 買方須於正式買賣合約（「買賣合約」）下與賣方約定，除訂立按揭或押記外，在買賣完成及簽署轉讓契前，買方不得提名任何人士接受買賣合約指明之停車位之轉讓、轉售該停車位或以任何形式轉移該停車位之買賣合約之權益、或訂立任何有關上述提名、轉售或轉移權益之協議。
2. 若賣方應買賣合約下買方要求同意（同意與否賣方有酌情權決定）取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之停車位總售價5%之金額，另買方須向賣方繳付或補還（視屬何情況而定）所有與取消買賣合約有關之法律費用、收費及開銷（包括任何印花稅）。
3. 已簽署買賣合約之買方，如已支付不多於港幣\$100之象徵式費用（按每次要求計），有權獲取（而當其要求時將獲提供）以下資料之最新紀錄印本：完成發展項目的總建築費用及總專業費用及截至該要求作出當月前之月份完結時已支出和繳付之總建築費用及總專業費用。



There may be future changes to the Development and the surrounding areas.
發展項目及其周邊地區日後可能出現改變。

Date of Printing of this Sales Brochure for Parking Spaces : 14th August 2020
本車位銷售說明書的印製日期：2020年8月14日

EXAMINATION RECORD

檢視紀錄

Examination/Revision Date 檢視/修改日期	Revision Made 所作修改	
	Page Number 頁次	Revision Made 所作修改
9 December 2020 2020年12月9日	P.1	Information on the Development is updated 更新發展項目的資料
	P.2	Information on Vendor and Others Involved in the Development is updated 更新賣方及有參與發展項目的其他人的資料

