

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於丈量約份第 92 約地段第 2640 號 (「**該地段**」)，於 2013 年 12 月 12 日根據第 21714 號賣地條件 (「**批地文件**」) 批出。
2. 該地段批出的年期為由 2013 年 12 月 12 日起計 50 年。
3. 批地文件特別條件第 (7) 條規定：-
「該地段或其任何部分或在其上已建成或擬建的任何建築物或任何建築物部分不能用作私人住宅以外的其他用途。」
4. 批地文件一般條件第 7 條規定：-
「(a) 買方須在整個租期期間按照本賣地條件對已興建或已重建建築物 (該詞指本一般條件 (b) 分條預期的重新開發項目):
 - (i) 按照已批准的設計、配置或高度及任何已批准的建築圖則維持所有建築物，不得對其作出更改或修訂；及
 - (ii) 維持按照本賣地條件已興建或今後按照任何之後的合約更改而興建的所有建築物處於修繕妥當及良好的保養狀態，直至租約結束或提前終止而交還為止。(b) 倘若在租期的任何時間清拆當時在該地段或該地段任何部分的任何建築物，買方須興建相同類型和不少於其總樓面面積的品質良好和具規模的一座或多座建築物，或署長批准的類型及價值的一座或多座建築物作為代替。如進行上述清拆，買方須在上述清拆的一個曆月內向署長申請同意進行重新開發該地段的建築工程。當收到上述同意後，買方須在三個曆月內開展重新開發的必要工程，以及在署長規定的期限內完成而須令署長滿意。」
5. 批地文件特別條件第 (2) 條規定：-
「(a) 買方必須：
 - (i) 於本協議的日期起計 66 個曆月內 (或署長可批准的其他延長期限內) 以署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，並在各方面須令署長滿意：
 - (I) 鋪設及塑造附於本賣地條件的圖則上以綠色顯示的未來公共道路部分 (以下簡稱「**綠色範圍**」)；及
 - (II) 提供及建造按照署長酌情要求的橋樑、隧道、高架道路、地下通道、暗渠、高架橋、天橋、行人路、道路或其他構築物 (以下統稱「**構築物**」)使綠色範圍內可容納建築物、車輛及行人交通；
 - (ii) 於本協議的日期起計 66 個曆月內，或署長可批准的其他延長期限內，自費在綠色範圍內鋪設地面、緣石及渠道，以及提供集水溝、污水渠、排水渠、消防龍頭連管道連接至總水喉、街燈、交通標誌、街道設施及道路標記，致使署長滿意；及
 - (iii) 自費保養綠色範圍連同構築物，以及興建、設置及提供在該範圍之上或之內所有結構、路面、集水溝、污水渠、排水渠、消防龍頭、服務、街燈、交通標誌、街道設施、道路標記及植物，須令署長滿意，直至按照本賣地條件特別條件第 (3) 條規定交還綠色範圍的管有權為止。(b) 倘若買方未能在指定的期限內履行本特別條件 (a) 分條規定的責任，政府可進行必要的工程，費用由買方負責，買方須在要求時向政府支付署長決定相等於該工程費用的款項，而其決定將為最終決定，並對買方構成約束力。

- (c) 政府毋須承擔任何不論是買方履行他在本特別條件 (a) 分條的責任，或是政府按本特別條件 (b) 分條或其他規定行使權利所產生或附帶而造成買方或任何其他人士蒙受的任何損失、損害、滋擾或干擾責任。買方不能就上述損失、損害、滋擾或干擾向政府提出任何形式的索償。」
6. 批地文件特別條件第 (3) 條規定：-
「為執行本賣地條件特別條件第 (2) 條所述的必要工程，買方將於本協議的日期獲批出綠色範圍的佔管權。買方應在政府要求時將綠色範圍交還政府。在任何情況下，綠色範圍將在署長發信當日指示買方已履行本賣地條件而被視為已將綠色範圍交還政府。買方佔管綠色範圍期間，應允許所有政府和公共車輛及行人於所有合理時間進出及通行綠色範圍，並確保不會因為執行本文特別條件第 (2) 條規定的工程等干預或阻礙此等通行權。」
7. 批地文件特別條件第 (4) 條規定：-
「未經署長書面同意，買方不得使用綠色範圍作儲物用途，或在該處搭建任何臨時構築物，又或用作本賣地條件特別條件第 (2) 條訂明的工程以外的任何其他用途。」
8. 批地文件特別條件第 (6) 條規定：-
「買方須開發該地段，在該地段興建一座或多座建築物，並於 2019 年 9 月 30 日或之前完工和使其適合佔用，使其在各方面均符合本賣地條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。」
9. 批地文件特別條件第 (9) 條規定：-
「除非事先獲得署長的書面同意，以及符合署長施加的任何條件，包括繳付署長要求的任何行政費及地價外，否則不得在附於本賣地條件的圖則上以粉紅色加黑點顯示的範圍 (以下統稱「**粉紅色加黑點範圍**」) 內的地平面水平，或由地平面水平或粉紅色加黑點範圍的水平向上申延 15 米高度的空間上豎設或興建建築物、構築物、任何一座或多座建築物或構築物的支撐。為實施本特別條件，署長認為何謂地平面水平或水平的決定將為最終決定，並對買方構成約束力。」
10. 批地文件特別條件第 (11) 條規定：-
「(a) 獲得署長書面批准時，買方可在該地段豎設、建築及提供康樂設施及其輔助設施 (以下簡稱「**該設施**」)。該設施的類型、面積、設計、高度及配置亦須經署長事先的書面批准。
 - (b) 在計算本賣地條件特別條件第 (8)(c) 條訂明的總樓面面積時，除了本賣地條件特別條件第 (43)(d) 條規定外，按照本特別條件 (a) 分條在該地段提供的該設施之任何部分，只要該部分是供在該地段已建成或擬建的住宅大廈的所有住戶和他們的真正訪客共同使用和享用，就不須將該部分列入上述計算之內。如署長認為該設施的餘下部分不屬於上述使用，則應將該部分列入計算之內。(c) 倘若該設施任何部分被豁免列入計算本特別條件 (b) 分條的總樓面面積 (以下簡稱「**豁免設施**」) 內：
 - (i) 豁免設施須指定為並構成本賣地條特別條件第 (19)(a)(v) 條所提及的公用地方；
 - (ii) 買方須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，須令署長滿意；及
 - (iii) 豁免設施只提供予該地段已建成或擬建的住宅大廈的住戶及他們的真正訪客使用，而非提供予其他人使用。」
11. 批地文件特別條件第 (12) 條規定：-
「未經署長事先書面同意，不得移除或干擾該地段或毗連範圍內生長的樹木。在署長發出同意時，可就樹木移植、補償性園藝工程或樹木再植而施加他認為合適的條件。」

12. 批地文件特別條件第 (13) 條規定：-

- 「(a) 買方須自費提交一份顯示符合本特別條件 (b) 分條的要求在該地段擬提供的園藝工程的位置、佈局及平面圖的園藝圖則給予署長審批。
- (b) (i) 該地段不少於百分之 20 的區域須種植樹木、灌木或其他植物。
- (ii) 本特別條件 (b)(i) 分條所提述的百分之 20 中不少於百分之 50 的區域 (以下簡稱「**綠化區域**」) 須在署長酌情決定的位置或水平設置，從而使行人可看見綠化區域或進入該地段的任何人可接近綠化區域。
- (iii) 署長對於買方提議的園藝工程是否構成本特別條件 (b)(i) 分條所提述的百分之 20 的決定將為最終決定，並對買方構成約束力。
- (iv) 署長可酌情接受買方提議的其他非種植裝飾代替種植樹木、灌木或其他植物。
- (c) 買方須自費按照已批准的園藝圖則對該地段進行園藝工程，在各方面須令署長滿意。除非事先獲得署長的書面同意，否則不能對已批准的園藝圖則作出任何修訂、改動、更改、修改或代替。
- (d) 買方須在今後自費保養及保持園藝工程處於安全、清潔、整潔、整齊及健康的狀態，在各方面須令署長滿意。
- (e) 按照本特別條件作出園藝美化的區域須指定作為本賣地條件特別條件第 (19)(a)(v) 條所提述的公用地方，並構成該公用地方一部分。」

13. 批地文件特別條件第 (14) 條規定：-

- 「(a) 可在該地段設有看守員或管理員或兩者的辦公室設備，但須遵從以下條件：
- (i) 該設備須為署長認為對於在該地段已建成或擬建的一座或多座建築物的安全、保安和良好管理是必需的；
- (ii) 該設備不得用作完全及必要地受僱於該地段工作的看守員或管理員或兩者的辦公室設備以外的任何用途；及
- (iii) 該設備的位置須事先獲得署長的書面批准。

就本 (a) 分條而言，該地段的任何建築物內不得設有擬作或改建用作單一家庭住宅的辦公室設備。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為最終決定，並對買方構成約束力。

- (b) (i) 除本賣地條件特別條件第 (43)(d) 條另有規定外，為計算本賣地條件特別條件第 (8)(c) 條所訂明的總樓面面積時，不應計算按照本特別條件 (a) 分條在該地段提供而面積不超過以下 (I) 或 (II) 當中較小者的辦公室設備：
- (I) 該地段已建成或擬建的一座或多座建築物的總樓面面積的百分之 0.2；
- (II) 該地段已建成或擬建的每 50 個住宅單位或不足此數的 5 平方米，或該地段已建成或擬建每座住宅單位大廈的 5 平方米，兩者以計算所得該設備的較大樓面面積為準，或採用署長書面批准的其他較大樓面面積。

任何超出以上 (I) 或 (II) 當中較小者的樓面面積將會計算在內。

- (ii) 為計算本特別條件 (b)(i)(I) 分條所提述的該地段已建成或擬建的一座或多座建築物的總樓面面積時，不應計算按照本賣地條件豁免計算該地段已建成或擬建的一座或多座建築物樓面面積的樓面範圍。署長就此作出的決定將為最終決定，並對買方構成約束力。

- (c) 就本特別條件 (b) 分條而言，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被視為住宅單位大廈。為免生疑問，計算本特別條件 (b)(i)(II) 分條所提述的住宅單位數目時，該等獨立屋、半獨立屋或排屋均被視為一個住宅單位。署長就獨立屋、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為最終決定，並對買方構成約束力。

- (d) 按照本特別條件 (a) 分條在該地段提供的辦公室設備須指定為本賣地條件特別條件第 (19)(a)(v) 條所提述的公用地方，並構成該公用地方一部分。」

14. 批地文件特別條件第 (15) 條規定：-

- 「(a) 可在該地段設有看守員或管理員或兩者的宿舍，但須遵從以下條件：
- (i) 該宿舍須位於該地段其中一座已建成的住宅單位大廈內，或是署長書面批准的其他地點；及
- (ii) 該宿舍不得用作完全及必要地受僱於該地段工作的看守員或管理員或兩者的宿舍以外的任何用途。

就本 (a) 分條而言，該地段的任何建築物內不得設有擬作或改建用作單一家庭住宅的宿舍。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為最終決定，並對買方構成約束力。

- (b) 為計算本賣地條件特別條件第 (8)(c) 條所訂明的總樓面面積時，不應計算按照本特別條件 (a) 分條在該地段提供而總樓面面積不超過 25 平方米的宿舍。任何超出 25 平方米的樓面面積則計算在內。
- (c) 按照本特別條件 (a) 分條在該地段提供的看守員或管理員或兩者的宿舍須指定為本賣地條件特別條件第 (19)(a)(v) 條所提述的公用地方，並構成該公用地方一部分。」

15. 批地文件特別條件第 (16) 條規定：-

- 「(a) 可在該地段設有一個辦事處以供業主立案法團或業主委員會使用，但：
- (i) 該辦事處不得用作就該地段已建成或擬建的建築物已成立或將會成立的業主立案法團或業主委員會開會及處理行政工作以外的任何用途；及
- (ii) 該辦事處的位置須事先獲得署長的書面批准。

- (b) 除本賣地條件特別條件第 (43)(d) 條另有規定外，為計算本賣地條件特別條件第 (8)(c) 條所訂明的總樓面面積時，不應計算按照本特別條件 (a) 分條在該地段提供而總樓面面積不超過 20 平方米的辦事處。任何超出 20 平方米的樓面面積則計算在內。

- (c) 按照本特別條件 (a) 分條在該地段提供的辦事處須指定為本賣地條件特別條件第 (19)(a)(v) 條所提述的公用地方，並構成該公用地方一部分。」

16. 批地文件特別條件第 (22) 條規定：-

- 「(a) (i) 須按照以下比率在該地段提供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的車輛的車位 (以下簡稱「**住宅停車位**」) ，須令署長滿意。該等車輛須屬於該地段已建成或擬建的一座或多座建築物的住客和他們的真正來賓、訪客或被邀請者：

- (I) 須按照以下表格所列明的該地段已建成或擬建的一座或多座住宅單位 (除作為或擬作為單一家庭住宅的獨立屋、半獨立屋或排屋之外) 各自的面積計算出比率，除非署長同意採用不同於以下表格列出的比率和數目：

每個住宅單位的面積	提供住宅車位的數目
少於 40 平方米	每 12 個住宅單位或其中部分分配一個車位
不少於 40 平方米，但少於 70 平方米	每 7 個住宅單位或其中部分分配一個車位
不少於 70 平方米，但少於 100 平方米	每 3 個住宅單位或其中部分分配一個車位
不少於 100 平方米，但少於 160 平方米	每一個住宅單位或其中部分分配一個車位
不少於 160 平方米，但少於 220 平方米	每 0.67 個住宅單位或其中部分分配一個車位
不少於 220 平方米	每 0.5 個住宅單位配一個車位

(II) 作為或擬作為單一家庭住宅的獨立屋、半獨立屋或排屋須按照以下比率在該地段提供車位：

- (A) 每間屋樓面面積少於 160 平方米配一個車位，另每間屋樓面面積不少於 160 平方米，但少於 220 平方米配 1.5 個車位，但是若根據本 (a)(i)(II)(A) 分條所提供的車位數目是小數點數字，則該數目須調整至下一個整數；及
- (B) 每間屋樓面面積不少於 220 平方米配兩個車位。

就本 (a)(i) 分條而言，署長就何謂獨立屋、半獨立屋或排屋，以及該屋是否構成或擬作單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

(ii) 就本特別條件 (a)(i)(I) 分條而言，擬提供的車位總數應是根據本特別條件 (a)(i)(I) 分條的表格列明每個住宅單位的各自面積計算出各個車位數目累積的總和。就本賣地條件而言，「每個住宅單位面積」一詞就樓面面積而言，指以下 (I) 及 (II) 的總和：

- (I) 住宅單位住客所專用及獨享的住宅單位樓面面積，須從該單位的圍牆或護牆外側量度，除非該圍牆分隔兩個相連單位，在此情況下，須從該牆壁的中心點量度，並須包括該單位內的內部分隔牆及支柱。但為免生疑問，不包括該單位內所有樓面面積，而該所有樓面面積沒有計入本賣地條件特別條件第 (8)(c) 條指明的樓面面積；及
- (II) 住宅單位按比例分攤住宅公用地方 (按下文界定) 的樓面面積，在計算住宅公用地方 (即在住宅單位圍牆外供該地段已建成或擬建一座或多座建築物的住客所公用及共享的住宅公用地方。但為免生疑問，不包括沒有計入本賣地條件特別條件第 (8)(c) 條指明的樓面面積 (該住宅公用地方在下文簡稱「住宅公用地方」)) 的總樓面面積時，須按下列公式分攤給住宅單位：

住宅公用地方	X	按本特別條件 (a)(ii)(I) 分條計算的有關住宅單位的樓面面積
的總樓面面積		按本特別條件 (a)(ii)(I) 分條計算的所有住宅單位的總樓面面積

(iii) 須按照以下比率，或署長批准的其他比率，提供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的車輛的額外車位。該等車輛是屬於該地段已建成或擬建的一座或多座建築物的住客的真正來賓、訪客或被邀請者：

- (I) 該地段已建成或擬建的每座超過 75 個住宅單位的住宅單位大樓配 5 個車位 (以下簡稱「超過 75 個住宅單位的大樓」); 及
- (II) 該地段已建成或擬建的一座或多座建築物內每 25 個住宅單位 (當中不包括任何超過 75 個住宅單位的大樓內的住宅單位) 或其中部分分配一個車位，而最少須提供兩個車位。

就本特別條件 (a)(iii) 分條而言，獨立屋、半獨立屋或排屋均不可被視為住宅單位。為免生疑問，擬作為單一家庭住宅用途的獨立屋、半獨立屋或排屋均被視為本特別條件 (a)(iii)(II) 分條所提述的住宅單位。署長就獨立屋、半獨立屋或排屋是否構成或擬作為單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

(iv) 根據本特別條件 (a)(i)(I) 分條 (可按照本賣地條件特別條件第 (25) 條調整)、(a)(i)(II) 分條及 (a)(iii) 分條 (可按照本賣地條件特別條件第 (25) 條調整) 提供的車位不可用作本賣地條件指明的用途以外的任何用途，尤其是上述車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(b) (i) 在根據本特別條件 (a)(i)(I) 分條 (可按照本賣地條件特別條件第 (25) 條調整)、(a)(i)(II) 分條及 (a)(iii) 分條 (可按照本賣地條件特別條件第 (25) 條調整) 提供的車位中，買方須保留及指定按建築事務監督要求及批准的車位數目，以供根據《道路交通條例》、其下的任何規例及任何修訂法例界定的殘疾人士停泊車輛 (上述保留及指定的車位以下簡稱「殘疾人士停車位」)。但是，必須根據本特別條件 (a)(iii) 分條 (可按照本賣地條件特別條件第 (25) 條調整) 所設的車位中保留及指定最少一個車位。買方不可指定或保留根據本特別條件 (a)(iii) 分條 (可按照本賣地條件特別條件第 (25) 條調整) 提供的所有車位成為殘疾人士停車位。

(ii) 該殘疾人士停車位須位於署長書面批准的地點和樓層。

(iii) 該殘疾人士停車位不可用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例界定的殘疾人士的車輛以外的任何用途，而該等車輛是屬於該地段已建成或擬建的一座或多座建築物的住客和他們的真正來賓、訪客或被邀請者，尤其是上述車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(c) (i) 須提供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的電單車的車位 (以下簡稱「電單車停車位」)，須令署長滿意。該等車輛是屬於該地段已建成或擬建的一座或多座建築物的住客和他們的真正來賓、訪客或被邀請者。比率是根據本特別條件 (a)(i)(I) 分條及 (a)(iii) 分條 (該等分條可按照本賣地條件特別條件第 (25) 條調整) 須提供的總車位數目之百分之 10，除非署長同意其他比率。如該車位數目是小數點數字，則該數目須調整至下一個整數。

(ii) 電單車停車位 (可按照本賣地條件特別條件第 (25) 條調整) 不可用作本特別條件 (c)(i) 分條指明的用途以外的任何用途，尤其是該車位不可用作儲存、陳列或展示汽車出售或其他用途或提供車輛清潔及美容服務。

(d) (i) 除了殘疾人士停車位外，根據本特別條件 (a)(i)(I) 分條 (可按照本賣地條件特別條件第 (25) 條調整)、(a)(i)(II) 分條及 (a)(iii) 分條 (可按照本賣地條件特別條件第 (25) 條調整) 提供的每個車位的尺寸應為 2.5 米闊 x 5 米長 x 不少於 2.4 米高。

(ii) 每個殘疾人士停車位的尺寸須按建築事務監督的要求和批准。

(iii) 每個電單車車位的尺寸須為 1.0 米闊 x 2.4 米長 x 至少 2.4 米高，或署長批准的其他最少高度。」

17. 批地文件特別條件第 (23) 條規定：-

「(a) 須在該地段提供停泊上落貨貨車的車位，須令署長滿意。比率是該地段已建成或擬建的一座或多座建築物中每 800 個住宅單位或其中部分分配一個上落貨車位，或按照署長批准的其他比率，但必須為該地段已建成或擬建的每座住宅單位提供最少一個上落貨車位，該上落貨車位須位於每座住宅單位附近或之內。就 (a) 分條而言，擬作為單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可被視為一座住宅單位或一個住宅單位。署長就獨立屋、半獨立屋或排屋是否構成或擬作為單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

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- (b) 根據本特別條件 (a) 分條提供的每個上落貨車位的面積應為 3.5 米闊 x 11.0 米長 x 至少 4.7 米高，該等上落貨車位不可用作供有關該地段已建成或擬建的一座或多座建築物的貨車上落貨以外的任何用途。」

18. 批地文件特別條件第 (24) 條規定：-

「須在該地段提供停泊單車的車位，須令署長滿意。該等單車是屬於該地段已建成或擬建的一座或多座建築物的住客和他們的真正來賓、訪客或被邀請者。比率是每 10 個面積少於 70 平方米的住宅單位或其中部分分配一個單車車位，或按照署長批准的其他比率。就本特別條件而言，擬作為單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可被視為一個住宅單位。署長就獨立屋、半獨立屋或排屋是否構成或擬作為單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。」

19. 批地文件特別條件第 (25) 條規定：-

- 「(a) 儘管有本賣地條件特別條件第 (22)(a)(i)(I) 條、第 (22)(a)(iii) 條及第 (22)(c)(i) 條的規定，買方可將根據本特別條件規定而須提供的車位增加或減少不多於百分之 5，但如此增加或減少的車位總數目不可多於 50 個。
- (b) 除了本特別條件 (a) 分條之外，買方可將根據本賣地條件特別條件第 (22)(a)(i)(I) 條及第 (22)(a)(iii) 條規定而提供的車位數目 (無須包括按照本特別條件 (a) 分條所計算的車位數目) 增加或減少不多於百分之 5。」

20. 批地文件特別條件第 (27) 條規定：-

- 「(a) 儘管已遵守及履行本賣地條件，須令署長滿意，住宅停車位及電單車停車位不能：
- (i) 轉讓，除非
- (I) 連同給予該地段已建成或擬建的一座或多座建築物的一個或多個住宅單位的該地段不可分割份數，連同住宅單位的專用權和佔用權一起轉讓；或
- (II) 轉讓予已經是該地段已建成或擬建的一座或多座建築物的一個或多個住宅單位的該地段不可分割份數的擁有人，連同住宅單位的專用權和佔用權；或
- (ii) 分租除非予已建成或擬建的一座或多座建築物的住宅單位的住客，

但在任何情況下，不得轉讓超過 3 個住宅停車位及電單車停車位予該地段已建成或擬建的一座或多座建築物的任何一個住宅單位的擁有人，或不得分租超過 3 個住宅停車位及電單車停車位予該地段已建成或擬建的一座或多座建築物的任何一個住宅單位的住戶。就本特別條件而言，擬作為單一家庭住宅用途的獨立屋、半獨立屋或排屋均被視為一個住宅單位。署長就獨立屋、半獨立屋或排屋是否構成或擬作為單一家庭住宅所作的決定將為最終決定，並對買方構成約束力。

- (b) 儘管有本特別條件 (a) 分條的規定，如事先獲得署長書面同意，買方可將所有住宅停車位及電單車停車位轉讓，但只限於轉讓予買方全資擁有的附屬公司。
- (c) 本特別條件 (a) 分條不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 本特別條件 (a) 及 (b) 分條不適用於殘疾人士停車位。」

21. 批地文件特別條件第 (31) 條規定：-

「除非事先獲得署長書面同意，買方不得削去、移除或向後退入任何與該地段毗連或相鄰之政府土地，亦不得於任何政府土地上進行任何連續伸延、填充或任何類型的斜坡處理工程。在署長發出同意時，可自行酌情決定施加他認為合適的條件，包括以其決定的地價批出額外政府土地作為該地段的延伸。」

22. 批地文件特別條件第 (32) 條規定：-

- 「(a) 如任何土地被或已經被削去、移除或向後退入，或在任何土地進行任何連續伸延、填充或任何類型的斜坡處理工程，不論是否事先獲得署長書面同意，亦不論是在該地段或任何政府土地，目的是為了或是有關構成、平整或開發該地段或其中任何部分，或是為了買方根據本賣地條件規定而進行的任何其他工程，或作任何其他用途，買方須自費進行及修建該等斜坡處理工程、護土牆或其他支承物、保護、排水或輔助工程，或今後任何時間成為必要的其他工程，以保護和支撐該地段的土地和任何毗鄰或毗連政府土地或出租土地，並避免和防止今後發生任何滑土、山泥傾瀉或地陷。買方須特此同意在授予的批租年期內自費維持該土地、斜坡處理工程、護土牆或其他支承物、保護、排水或輔助工程或其他工程處於修繕妥當的狀態，須令署長滿意。
- (b) 本特別條件 (a) 分條不影響根據本賣地條件，特別是本賣地條件特別條件第 (31) 條賦予政府的權利。
- (c) 倘若因為任何構成、平整、開發或買方進行其他工程，又或因任何其他原因而在任何時候造成泥土傾瀉、山泥傾瀉或地面下陷，不論發生在或來自該地段的任何土地或任何毗鄰或毗連政府土地或出租土地的任何土地，買方須自費將該土地恢復原狀及修理妥善，須令署長滿意，並須就因上述泥土傾瀉、山泥傾瀉或地面下陷而造成政府、其代理人及承建商所承受、遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌償。
- (d) 除了因違反本賣地條件的任何條件所規定的任何其他權利或濟助外，署長有權發出書面通知，要求買方進行、修建及保養該土地、斜坡處理工程、護土牆或其他支承物、保護及排水或輔助工程，或其他工程，又或將任何泥土傾瀉、山泥傾瀉或地面下陷恢復原狀及修理妥善。如買方疏忽或沒有在通知指定的時間內符合該通知的要求，須令署長滿意，署長可立即執行及進行任何必要工程。買方須在要求時向政府歸還因此產生的費用，連同任何行政費或專業費用及開支。」

23. 批地文件特別條件第 (34) 條規定：-

「如在開發或重新開發該地段或其任何部分時已安裝預應力地錨樁基，買方須自費在預應力地錨樁基的使用年期定期保養和檢驗預應力地錨樁基，須令署長滿意，並在署長不時自行酌情要求時向署長提供上述檢驗工程的報告和資料。如買方疏忽或沒有進行上述檢驗工程，署長可立即執行及進行上述檢驗工程。買方須在要求時向政府歸還因此產生的費用。」

24. 「批地文件」特別條件第 (35) 條規定：-

- 「(a) 如來自該地段或來自受該地段任何發展項目影響的其他地方的泥土、泥石、碎石、建築廢物或建材 (以下簡稱「廢物」) 受侵蝕、沖流或傾倒在公眾巷或道路上，又或在路旁暗渠、前濱或海床、污水管、雨水渠或溝壑或其他政府產業 (以下統稱「政府產業」) 之內或之上，買方必須自費清理廢物及對政府產業的任何損毀修理妥善。買方並須就因該等侵蝕、沖流或傾倒導致私人物業蒙受任何損害或滋擾而產生的所有訴訟、索償及要求須向政府作出彌償。
- (b) 儘管有本特別條件 (a) 分條的規定，署長仍可 (但無責任必須) 因應買方要求清理廢物並對政府產業的任何損毀修理妥善。買方須在政府要求時向政府支付有關費用。」

25. 批地文件特別條件第 (36)(b) 條規定：-

「買方確認及承認，本文所夾附圖則以粉紅色加紅點顯示的該地段範圍有現存的明渠 (以下簡稱「渠道」) 。買方須自費執行渠道的改道工程，並且在改道工程施工期間時刻謹慎地採取或達致採取所有完善及適當的護理、技術和預防措施，須令署長滿意。政府概不就渠道的存在或買方因渠道的存在而招致或蒙受的任何騷擾承擔責任或法律責任。如渠道的存在或其後進行的渠道改道工程直接或間接引起或招致任何形式的責任、索償、費用、要求、訴訟或其他法律程序，買方須向政府作出彌償。」

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26. 批地文件特別條件第 (37) 條規定：-

- 「(a) 買方須自費建造及保養該地段邊界內或政府土地內署長認為必要的的排水渠及渠道，須令署長滿意，以便截斷與引導降落或流入該地段的一切暴雨或雨水流到最接近的河道、集水井、渠道或政府雨水渠。買方須對上述暴雨或雨水所造成的任何損壞或滋擾而引起的一切訴訟、索償及要求自行承擔，並向政府及其官員作出彌償。
- (b) 鋪設及進行該地段的任何排水渠連接至政府雨水渠的工程可由署長進行，但署長毋須就因此產生的任何損失或損害向買方負責，而買方須在要求時向政府繳付上述連接工程的費用。或者該等連接工程亦可由買方自費進行，須令署長滿意。在該種情況下，如上述連接工程的任何一段在政府土地上興建，必須由買方自費保養，並在政府要求時由買方交還給政府，而政府須自費負責今後的保養。買方須在要求時向政府支付有關上述連接工程的技術檢查的費用。如買方未能保養上述連接工程在政府土地興建的任何一段，署長可進行必要的保養工程，買方須在要求時向政府支付該等工程的費用。
- (c) 買方須自費進行在該地段任何污水渠接駁至政府污水渠的工程，須令署長滿意。上述接駁工程在政府官地的任何段落須由買方自費維修，又或按政府要求買方須將該段落移交政府並由政府自費負責日後維修。買方須在政府通知時向政府支付上述接駁工程的技術審查費用。如買方不履行維修在政府土地興建的上述接駁渠道任何段落的責任，署長可進行其視為必要的維修工程，買方須在政府要求時支付有關工程的費用。」

27. 批地文件特別條件第 (39) 條規定：-

- 「(a) 買方應在本協議的日期後六 (6) 個曆月內 (或署長批准的其他延長期限內)，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關於青山公路及附近其他道路及固定噪音源對該地段用途造成噪音影響的噪音影響評估 (以下簡稱「**NIA**」)，以及擬於該地段提供各種噪音緩解措施的詳細建議方案，以申請環境保護署署長的書面批准，其中包括環境保護署署長要求的資料和詳情。當環境保護署署長以書面批准上述建議方案後，買方須自費以環境保護署署長全面滿意的方式，在環境保護署署長指定的期限內實施經批准建議方案內的噪音緩解措施。買方須在此協定批授的整個年期內自費以環境保護署署長全面滿意的方式，在環境保護署署長指定的期限內實施經批准建議方案內的噪音緩解措施。此外，在此協定所有噪音緩解措施均須在該地段範圍內實施。
- (b) 直至環境保護署署長以書面批准「**NIA**」為止，不得在該地段或其任何部份展開任何建造工程 (土地勘測及地盤平整工程除外)。就本賣地條件而言，「土地勘測」須以《建築物條例》、其下的任何附屬規例和任何相關修訂法例所界定為準。
- (c) 如因買方履行本特別條件或其他訂明的責任而引起或招致的任何費用、損害或損失，政府及其人員一概不承擔任何責任、義務或法律責任。買方不得就此等費用、損害或損失向政府或其人員提出索償。」

28. 批地文件特別條件第 (40) 條規定：-

- 「(a) 買方應在本協議的日期後六 (6) 個曆月內 (或署長批准的其他延長期限內)，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致提交排污影響評估 (以下簡稱「**SIA**」)，以申請環境保護署署長的書面批准。其中內容包括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排污影響，以及建議實施的緩解措施、改善工程和其他措施和工程。如有需要在政府土地進行任何排污接駁工程，政府土地只可建造地底污水渠，包括加壓及引力污水渠 (但不包括任何機器、機械或任何其他設施)。
- (b) 買方須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的「**SIA**」各項建議。
- (c) 「**SIA**」的技術部分須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負責。
- (d) 直至環境保護署署長以書面批准「**SIA**」為止，不得在該地段或其任何部份展開任何建造工程 (土地勘測及地盤平整工程除外)。

- (e) 為免生疑問，以及毋損本賣地條件一般條件第 (5)(a) 及 (5)(b) 條的規定，買方現明確確認及同意將獨自承擔全部責任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。政府及其人員一概不承擔就買方因履行本特別條件或其他條件等所訂責任而招致或引起的任何費用、損害或損失而承擔任何責任、義務或法律責任。買方不得就此等費用、損害或損失向政府或其人員提出索償。
- (f) 為計算本賣地條件特別條件第 (8)(c) 條所訂的總樓面面積時，不須計入環境保護署署長於「**SIA**」要求或批准的污水處理系統，包括該地段任何附屬污水池及泵。
- (g) 環境保護署署長於「**SIA**」要求或批准的污水處理系統，包括該地段任何附屬污水池及泵，將會指定為公用地方，並構成該公用地方一部分。」

29. 批地文件特別條件第 (41) 條規定：-

「除本賣地條件特別條件第 (37)(c) 及 (40) 條另有規定外，買方須自費以署長全面滿意的方式，將供該地段使用的污水處理系統接駁至粉錦公路的公共污水渠，或署長指定或批准的其他地點。」

30. 批地文件特別條件第 (42) 條規定：-

「不論本賣地條件的規定，現規定：

- (a) 政府或其正式授權人員必須或可在該地段或其任何部份，或該地段外進行任何類型的工程 (不論代表買方進行工程，或是買方沒有進行有關工程等)，費用須由買方支付，或是當要求時由買方向政府或其正式授權人員支付或歸還相關工程費用。該工程費用包括政府或其正式授權人員釐定的監督費用和各項經營成本；或
- (b) 如需要政府或其正式授權人員事先批准或同意，政府或其正式授權人員在批准或同意時，可按其全權酌情而施加其認為恰當的條款與條件，或拒絕批准或同意。」

31. 批地文件特別條件第 (44) 條規定：-

「不准在該地段豎立或建造墳墓或骨灰龕，亦不准在該地段內或其上安葬或存放任何人類骸骨或動物骸骨，無論是否安葬或存放在陶罐、骨灰甕或其他器皿。」

1. The development is situated on Lot No.2640 in Demarcation District No.92 (“**the Lot**”) which is held under the Conditions of Sale No. 21714 dated 12 December 2013 (“**the Land Grant**”).
2. The Lot is granted for a term of 50 years commencing from 12 December 2013.
3. Special Condition No.(7) of the Land Grant stipulates that: -

“The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.”
4. General Condition No.7 of the Land Grant stipulates that: -

“(a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
- (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the 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.”
5. Special Condition No. (2) of the Land Grant stipulates that: -

“(a) The Purchaser shall:
 - (i) within 66 calendar months from the date of this Agreement (or such other extended 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 66 calendar months from the date of this Agreement or such other extended 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. (3) 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.”
6. Special Condition No. (3) of the Land Grant stipulates that: -

“For the purpose only of carrying out the necessary works specified in Special Condition No. (2) 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. (2) hereof or otherwise.”
7. Special Condition No.(4) 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. (2) hereof.”
8. Special Condition No.(6) 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, 2019.”
9. Special Condition No.(9) of the Land Grant stipulates that: -

“Except with the prior written consent of the Director and in conformity with any conditions imposed by him including the payment of any administrative fee and premium as he may require, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected or constructed within the areas shown coloured pink stippled black on the plan annexed hereto (hereinafter collectively referred to as “**the Pink Stippled Black Areas**”) at the ground level or levels or within the air space extending upwards from the ground level or levels of the Pink Stippled Black Areas to a height of 15 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or levels shall be final and binding on the Purchaser.”

10. Special Condition No.(11) 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. (8)(c) hereof, subject to Special Condition No. (43)(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. (19)(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 within the lot and their bona fide visitors and by no other person or persons.”

11. Special Condition No.(12) 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.”

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

- “(a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as **“the Greenery Area”**) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
- (iii) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
- (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved landscape plan shall be made without the prior written consent of the Director.
- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (19)(a)(v) hereof.”

13. Special Condition No.(14) 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. (8)(c) hereof, subject to Special Condition No. (43)(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. For the avoidance of doubt, such detached, semi-detached and terraced house shall be regarded as a residential unit in calculating the number of residential units referred to in sub-clause (b)(i)(II) of this Special Condition. 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. (19)(a)(v) hereof.”

14. Special Condition No.(15) 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. (8)(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. (19)(a)(v) hereof.”

15. Special Condition No.(16) 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 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. (8)(c) hereof, subject to Special Condition No. (43)(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. (19)(a)(v) hereof.”

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

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

(I) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as 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 or numbers different from those set out in the table below:

Size of each residential unit	No. of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 12 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 7 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3 residential units or part thereof
Not less than 100 square metres but less than 160 square metres	One space for every residential unit
Not less than 160 square metres but less than 220 square metres	One space for every 0.67 residential unit or part thereof
Not less than 220 square metres	One space for every 0.5 residential unit

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

- (A) one space for each such house where its gross floor area is less than 160 square metres and 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)(A) is a decimal number, the same shall be rounded up to the next whole number; and
- (B) two spaces for each such house where its gross floor area is not less than 220 square metres.

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

(ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of spaces to be provided shall be the aggregate of the respective numbers of the 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. 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. (8)(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. (8)(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:

The total gross floor area of
the Residential Common Area

x

The gross floor area in respect of a residential unit as
calculated under sub-clause (a)(ii)(I) of this Special Condition

The total gross floor area of all residential units as calculated
under sub-clause (a)(ii)(I) of this Special Condition

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the 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 houses shall be regarded as a block of residential units. For the avoidance of doubt, a detached, semi-detached or terraced house which is intended for use as a single family residence shall be regarded as a residential unit referred to in sub-clause (a)(iii)(II) of this Special Condition. 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. (25) hereof), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No. (25) 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. (25) hereof), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No.(25) 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. (25) 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.(25) 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 10 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. (25) hereof) unless the Director consents to another rate. If the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Motor Cycle Parking Spaces (as may be adjusted pursuant to Special Condition No. (25) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Except the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clause (a)(i)(I) (as may be adjusted pursuant to Special Condition No. (25) hereof), (a)(i)(II) and (a)(iii) (as may be adjusted pursuant to Special Condition No. (25) 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.”

17. Special Condition No.(23) 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.”

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

“Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 10 residential units or part thereof with size of each residential unit being less than 70 square metres 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.”

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

- “(a) Notwithstanding Special Condition Nos. (22)(a)(i)(I), (22)(a)(iii) and (22)(c)(i) 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. (22)(a)(i)(I) and (22)(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.”

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

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

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

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

Provided that in any event not more than three in number of the total of the Residential Parking Spaces and the Motor Cycle Parking Spaces shall be assigned to the owner or underlet to the resident of any one residential unit in the building or buildings erected or to be erected on the lot. For the purposes of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall 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.

- (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.”

21. Special Condition No.(31) 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.”

22. Special Condition No.(32) 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. (31) 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.”

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

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

24. Special Condition No.(35) 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.”

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

“The Purchaser acknowledges and accepts that there is an open channel existing within the area of the lot shown coloured pink stippled red on the plan annexed hereto (hereinafter referred to as “**the Channel**”). The Purchaser shall at his own expense carry out the diversion works of the Channel and take or cause to be taken all proper and adequate care, skill and precautions at all times in carrying out the diversion works in all respects to the satisfaction of the Director. The Government will accept no responsibility or liability for the presence of the Channel or any disturbance caused to or suffered by the Purchaser by reason of the presence of the Channel and the Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Channel or the subsequent diversion works of the Channel.”

26. Special Condition No.(37) 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 from the lot to the Government storm-water drains, 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.

(c) The works of connecting any sewers from the lot to the Government sewers shall be carried out by the Purchaser at his own expense to the satisfaction of the Director and any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost, or if the Government so demands 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.”

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

“(a) The Purchaser shall within 6 calendar months from the date of this Agreement (or such other extended 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 to the Director of Environmental Protection for his written approval a noise impact assessment (hereinafter referred to as “**NIA**”) relating to noise impact generated from Castle Peak Road and other

nearby roads and fixed noise sources on the uses of the lot and the detailed proposals of the noise mitigation measures to be provided within the lot, which shall contain, among others, such information and particulars as the Director of Environmental Protection may require. Upon receipt of the written approval to the said proposals from the Director of Environmental Protection, the Purchaser shall at his own expense and within such time limit as may be imposed by the Director of Environmental Protection implement the approved proposals of the noise mitigation measures in all respects to the satisfaction of the Director of Environmental Protection. The Purchaser shall at his own expense maintain the noise mitigation measures as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection throughout the term hereby agreed to be granted. It is hereby further agreed that all noise mitigation measures shall be implemented within the lot.

(b) No building works (except ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director of Environmental Protection. For the purpose of these Conditions “ground investigation” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

(c) 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 shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss.”

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

“(a) The Purchaser shall within 6 calendar months from the date of this Agreement (or such other extended 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. In the event that any sewerage connection works are required to be carried out within Government land, only underground sewers including pressurized and gravity sewers (but not any plant, machinery or any other facility) may be constructed on Government land.

(b) The Purchaser shall at his own expense implement the recommendations in the approved SIA in all respects to the satisfaction of the Director of Environmental Protection and within such time limit as may be stipulated by him.

(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 (except 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 to implement at his own expense 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 any such cost, damage or loss.

- (f) The sewage disposal system as required or approved by the Director of Environmental Protection under the SIA including any ancillary sewage holding tanks and pumps provided within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (8)(c) hereof.
- (g) The sewage disposal system as required or approved by the Director of Environmental Protection under the SIA including any ancillary sewage holding tanks and pumps provided within the lot shall be designated as and form part of the Common Areas.”

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

“Subject to Special Conditions Nos. (37)(c) and (40) hereof, the Purchaser shall at his own expense connect the sewage disposal system serving the lot to the public sewer at Fan Kam Road or at such other location as may be required or approved by the Director in all respects to the satisfaction of the Director.”

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

“Wherever in these Conditions it is provided that:

- (a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Purchaser or on the failure of the Purchaser to carry out such works or otherwise) at the cost of the Purchaser or that the Purchaser shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or
- (b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.”

31. Special Condition No.(44) 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.”