

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於新九龍內地段第6562號(「該地段」)，於2017年1月16日根據第20290號賣地條件(「批地文件」)批出。
2. 該地段批出的年期為由2017年1月16日起計50年。
3. 批地文件特別條件第(3)條規定：
「該地段或其任何部分或其上的已建或擬建任何建築物或其部分不可作私人住宅以外的用途。」
4. 批地文件特別條件第(36)條規定：
「該地段內不得興建或建造墳墓或靈灰安置所，亦不得於該地段內安葬或放置人類遺骸或動物遺骸(不論是否置於陶瓶或骨灰甕內或以其他方式安葬或放置)。」
5. 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批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) 按照已批准之設計、配置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) 維持按照本批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) 倘若在租約的任何時間清拆當時在該地段或其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。」
6. 批地文件特別條件第(2)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2022年3月31[#]日或之前完工和使其適合佔用，使其在各方面均符合本批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。」
7. 批地文件特別條件第(7)條規定：
 - (a) 獲得署長書面批准時，買方可在該地段內豎設、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) 在計算本批地條件特別條件第(4)(a)(iii)及(4)(a)(iv)條分別訂明的總樓面面積及總上蓋面積時，除了特別條件第(35)(d)條規定外，按照本特別條件第(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，就不須將該部分納入上述計算之內。如署長認為該設施的餘下部分不屬於上述用途，則應將該部分納入計算之內。

- (c) 倘若該設施任何部分被豁免納入計算本特別條件第(b)分條的總樓面面積及上蓋面積(以下簡稱「豁免設施」)內：
 - (i) 豁免設施須指定為並構成本文特別條件第(14)(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一座或多座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。」

8. 批地文件特別條件第(8)條規定：

「未經署長事先書面批准，不得移除或干擾該地段或其周圍所生長的樹木；署長於給予批准時可就移植、補償美化環境或重新栽種施加其認為合適之條件。」

9. 批地文件特別條件第(9)條規定：

- (a) 買方須自費將標明按本特別條件第(b)分條要求而在該地段內提供的園景工程的位置、規劃及布局的園景設計圖呈交署長批准。
- (b)
 - (i) 須在該地段不少於百分之三十的範圍內栽種樹木、灌木或其他植物。
 - (ii) 在不少於本特別條件第(b)(i)分條提及之百分之三十中之百分之六十六(以下簡稱「綠化範圍」)之範圍內，須在按署長完全酌情權決定的地點或水平提供，使綠化範圍可被行人看見或可供任何進入該地段的人士進入。
 - (iii) 在不影響本特別條件第(b)(ii)分條的情況下，須在粉紅色間黑斜線範圍內面向行人路或徑的該等部分並且位於批地文件所夾附圖則上顯示及標示的A和B點及B和C點之間的該地段邊界的3米內提供綠化範圍或其任何部分。
 - (iv) 該地段上任何已建或擬建一棟或多棟建築物不少於百分之二十的天台範圍須構成本特別條件第(b)(i)分條提及之百分之三十。
 - (v) 就由買方建議的園景工程是否屬本特別條件第(b)(i)分條提及的百分之三十之內，及某範圍是否屬本特別條件第(b)(iv)分條提及的任何建築物的天台範圍，署長的決定為最終決定及對買方有約束力。
 - (vi) 署長可行使其完全酌情權接受買方建議的其他非植物特色替代栽種樹木、灌木或其他植物。
- (c) 買方須根據獲批之園景設計圖自費於該地段上進行園景工程，致使署長在各方面滿意的程度。未經署長事先書面批准，不得修改、變動、更改、變更或替換獲批之園景設計圖。
- (d) 買方須自費保養及維持園景工程，將之保持安全、清潔、整齊、井然及健康的狀態，致使署長滿意。
- (e) 根據本特別條件而作園景美化的一個或多個區域須指定為及構成批地文件特別條件第(14)(a)(v)條中提及的公用地方及其一部分。」

備註：[#]憑藉日期為2020年9月11日並於土地註冊處註冊，註冊摘要編號為20092102130010的「信函(建築規約延長寬免)」，此日期已延至2022年9月30日。

10. 批地文件特別條件第(17)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	提供住宅停車位的數目
少於40平方米	每20個住宅單位或其中部分配一個車位
不少於40平方米，但少於70平方米	每11個住宅單位或其中部分配一個車位
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配一個車位
不少於100平方米，但少於160平方米	每1.5個住宅單位或其中部分配一個車位
不少於160平方米	每1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；
(B) 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)(B)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
(C) 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) 就本特別條件第(a)(i)(i)條而言，根據本特別條件第(a)(i)(i)條擬提供的住宅停車位總數應是根據本特別條件第(a)(i)(i)條的表格列明每個住宅單位的各自面積計算出各個住宅停車位數目累積的總和。就本條件而言，「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文特別條件第(4)(a)(iii)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發展項目的住宅部份的住客所公用及共享的住宅公用地方。但為免生疑問，不包括沒有計入本文特別條件第(4)(a)(iii)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：

$$\text{住宅公用地方的總樓面面積} \times \frac{\text{按本特別條款第(a)(ii)(i)條計算的有關住宅單位的樓面面積}}{\text{按本特別條款第(a)(ii)(i)條計算的所有住宅單位的總樓面面積}}$$

(iii) 受制於該地段提供最少兩個車位，須按照以下比率，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，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的真正來賓、訪客或被邀請者：

(i) 如果在該地段已建或擬建的任何住宅單位大廈有超過75個住宅單位，分配比率為每一棟住宅單位大廈分配3個車位；或

(ii) 署長批准的其他比率。

就本特別條件第(a)(iii)分條而言，擬作單一家庭住宅的獨立屋、半獨立屋或排屋均不可被視為住宅單位。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。

(iv) 根據本特別條件第(a)(i)條(可按照特別條件第(20)條調整)及第(a)(iii)條提供的車位不可用作其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) 在根據本特別條件第(a)(i)(i)條(可按照本批地文件特別條件第(20)條調整)及第(a)(iii)條提供的車位中，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，在根據本特別條件第(a)(iii)條所設的車位中必須如此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第(a)(iii)條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) 須按照以下比率提供予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、訪客或被邀請者停泊他們擁有按《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：該地段已建成或擬建的一座或多座建築物內每100個住宅單位或其中部分分配一個車位或署長批准的其他比率。就本(c)(i)條而言，擬作單一家庭住宅的獨立屋、半獨立屋或排屋不構成住宅單位，而署長就何謂獨立屋、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) 電單車停車位(可按照本批地文件特別條件第(20)條調整)不可用作本特別條件第(c)(i)分條指明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，根據本特別條件第(a)(i)(可按照本批地文件特別條件第(20)條調整)及第(a)(iii) 條提供的每個車位的尺寸應為2.5米闊 x 5米長，最低淨空高度為2.4米高。
- (ii) 每一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) 每個電單車停車位(可按照本批地文件特別條件第(20)條調整)的尺寸須為1.0米闊 x 2.4米長，最低淨空高度為2.4米或署長批准的其他高度。
- (iv) 根據本批地文件特別條件第(19)條(可按照本批地文件特別條件第(20)條調整)提供的每個車位的尺寸須署長書面批准。
- (e) 買方須：
- (i) 在2022年3月31日[#]或署長可能批准的其他日期當日或之前，自費以致使機電工程署署長滿意的標準及設計，及在各方面遵守《建築物條例》及《電力條例》、其任何附屬規例及任何修訂法例：
- (I) 於本特別條件第(a)、(b)及(c)條提及的所有停車位提供及安裝電動車輛使用的充電設施，包括但不限於固定電力裝置及最終電路裝置；以及
- (II) 於不少於百分之三十的於本特別條件第(a)及(b)條提及的停車位提供及安裝電動車輛中速充電器，包括本特別條件第(e)(i)(I)條提及的最終電路，使每個該等停車位至少有一個電動車輛中速充電器；及
- (ii) 於批地文件年期內自費維修、保養、修理及管理按本特別條件第(e)(i)(I)及(e)(i)(II)條要求而提供及安裝的充電設施及電動車輛中速充電器，使其處於維修妥當及操作良好的狀況，並致使機電工程署署長在各方面滿意。」

11. 批地文件特別條件第(18)條規定：

- 「(a) 須按照以下比率在該地段提供停泊上落貨貨車的車位，須令署長滿意：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。就本(a)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。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) 根據本特別條件第(a)分條(可按照本批地文件特別條件第(20)條調整)提供的每個車位的面積應為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。」

12. 批地文件特別條件第(19)條規定：

「該地段內須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的住客及他們的真正賓客、訪客或獲邀人士的單車，分配比例為每15個住宅單位或其部分設置1個車位(每個住宅單位的總樓面面積應少於70平方米)或署長批准的其他比例。就本特別條件而言，擬作單一家庭住宅用途的獨立屋、半獨立屋及排屋均不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋及該屋是否構成或擬作單一家庭住宅所作的決定將作終論，並對買方具約束力。」

13. 批地文件特別條件第(22)條規定：

「(a) 儘管已遵守及履行本批地文件，須令署長滿意，住宅停車位及電單車停車位不能：

- (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，除非分租予該地段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。
- (b) 儘管有本特別條件第(a)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) 本特別條件第(a)條不適用於轉讓、分租、按揭或抵押整個地段。
- (d) 為免存疑，本特別條件第(a)及(b)條不適用於殘疾人士停車位。」

14. 批地文件特別條件第(23)條規定：

「根據特別條件第(17)(a)(iii)及(18)(a)條(可按照本批地文件特別條件第(20)條調整)於該地段提供的車位、殘疾人士停車位以及根據特別條件第(19)條(可按照本批地文件特別條件第(20)條調整)於該地段提供的車位須指定為並構成公用地方一部分。」

15. 批地文件特別條件第(25)條規定：

「除非獲得署長的事先書面批准，在批地文件所夾附圖則上以粉紅色黑點及黑圓圈顯示的該地段部分已建成或擬建的一座或多座建築物或一個或多個結構物不得用作對噪音敏感之用途。署長就何謂對噪音敏感之用途及任何用途是否構成對噪音敏感之用途的決定將為最終決定，並對買方構成約束力。」

16. 批地文件特別條件第(28)條規定：

- 「(a) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論是否經署長事先書面同意，不論是否位於該地段內或任何政府土地內，亦不論進行上述工程的目的是為買方進行開拓、平整或發展工程或其於批地文件下需要進行的任何其他工程的目的或與其有關連的目的或任何其他目的，買方須自費進行及建造該等於當時或其後有需要之斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的土地及任何毗鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、泥石傾瀉或土地下陷。買方須於批地文件年期內的所有時間自費保持上述土地、斜坡整理工程、護土牆或其他支撐、防護措施、排水系統或輔助或其他工程修葺良好堅固，致使署長滿意。
- (b) 本特別條件第(a)條不影響根據本批地文件，特別是本批地文件特別條件第(27)條賦予政府的權利。
- (c) 若由於買方進行的開拓、平整或發展工程或其他工程或任何其他原因而導致或引起任何泥土剝落、泥石傾瀉或土地下陷於任何時間內發生，不論是否於或自該地段內的任何土地或自任何毗鄰或毗連的政府土地或出租土地，買方須自費還原和修復致使署長滿意，並須就通過或由於該等泥土剝落、泥石傾瀉或土地下陷而將會或可能造成、蒙受或招致的任何成本、費用、損害、索求及申索彌償政府、其代理人及承辦商。
- (d) 除了批地文件訂明就任何違反其條款而有的權利或濟助外，署長亦有權以書面通知形式要求買方進行、興建及保養上述土地、斜坡整理工程、護土牆、或其他支撐、防護措施、及排水系統或輔助或其他工程，或還原和修復任何泥土剝落、泥石傾瀉或土地下陷，且如買方忽略或未能在指明期限內遵行該通知致使署長滿意，署長可即執行和進行任何有需要的工程，而買方須應要求向政府歸還該工程的費用連同任何行政及專業費用和收費。」

17. 批地文件特別條款第(30)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。」

18. 批地文件特別條件第(31)條規定：

- 「(a) 如來自該地段或來自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) 儘管有本特別條件第(a)條的規定，署長仍可(但無責任必須)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。」

19. 批地文件特別條件第(32)條規定：

「買方須於任何時候，尤其是當進行建造、保養、更新或維修工程(以下簡稱「該等工程」)時，採取或安排採取所有恰當及足夠的謹慎、技巧及預防措施，以免對置於或行經該地段或其任何部分之上、之下或旁邊的任何政府或其他現存排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置(以下簡稱「該等服務」)造成損壞、干擾或阻礙。買方須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之現時位置及水平，及須就如何處理或會受該等工程影響之任何該等服務向署長提交建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。買方須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何有需要的改道、重鋪或恢復原狀的開支。買方須自費在各方面維修、修復及還原所有因該等工程而對該地段或任何該等服務以任何方式造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且買方須應要求向政府支付上述工程之費用)。若買方未能對該地段或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及還原致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺或還原，且買方須應要求向政府支付上述工程之費用。」

20. 批地文件特別條件第(33)條規定：

- 「(a) 買方須自費建造及保養署長認為有需要的水渠及渠道(不論是否位於該地段範圍內或政府土地上)，以將落在或流經該地段上的雨水截流並排送至就近的水道、集水井、渠道或政府雨水渠，致使署長滿意；且買方須就因該等雨水造成的任何損壞或滋擾而起的所有訴訟、申索及索求全數負責及彌償政府及其人員。
- (b) 將該地段任何排水渠及污水渠與政府雨水渠及污水渠(若已鋪設及投入運作)連接的工程，可由署長進行，而署長對買方就任何由此而起的損失或損壞並無責任，且買方須應要求向政府支付該接駁工程之費用。另一選擇是，買方可自費進行該接駁工程致使署長滿意，而在此情況下，上述接駁工程於政府土地上的任何部分須由買方自費保養，且須應要求由買方交回政府以供政府自費進行將來的保養；買方亦須應要求向政府繳付該接駁工程技術審核的費用。若買方未能保養上述接駁工程位於政府土地內的任何部分，署長可進行該等其認為有需要的保養工程，且買方須向政府繳付該等工程的費用。」

21. 批地文件特別條件第(38)條規定：

- 「(a) 買方須於2022年3月31日#或其他署長可能批准之日期當日或之前自費：
- (i) 就自動讀錶系統(下稱「AMR」)外站之提供及安裝提交或促使提交書面建議書予水務監督供其批准，該建議書須包括水務監督要求之資料和詳情，包括但不限於顯示將按本特別條件第(a)(ii)分條提供及安裝之AMR外站位置之布局圖、組成AMR外站之AMR設備之編排和附屬詳情、及指定放置AMR設備之範圍或空間；及
- (ii) 提供及安裝水務監督於本特別條件第(a)(i)條下批准的AMR外站(下稱「AMR外站」，為免生疑，該表述包括必需之電線管、電線、AMR設備安裝在其中之AMR錶板及其他水務監督要求或批准的其他設施及設備)，致使水務監督於各方面滿意。

備註：# 憑藉日期為2020年9月11日並於土地註冊處註冊，註冊摘要編號為20092102130010的「信函(建築規約延長寬免)」，此日期已延至2022年9月30日。

15 批地文件的摘要

SUMMARY OF LAND GRANT

- (b) 直至水務監督已經批准本特別條件第(a)(i)分條提及之建議書，買方不得展開任何工程提供及安裝AMR外站。
- (c) 買方須於批地文件年期內自費維修、保養、修理及管理AMR外站使其處於維修妥善及操作良好的狀況，直至其按本特別條件第(g)條交予水務監督，致使水務監督於各方面滿意。
- (d) 水務監督有權按其絕對酌情權於任何時間送達書面通知予買方要求買方拆除或移走置於指定放置AMR外站之範圍和空間上、上空或下、或堆疊在其中或其上之物件或材料及按水務監督意見(其意見屬最終及對買方有約束力)阻礙或干擾AMR外站之放置、操作和維修之物件和材料。買方於收到上述書面通知時須於上述書面通知所訂時限內自費拆除或移走該等物件或材料及將該拆除或移走工程影響之範圍或空間回復原狀及維修，致使水務監督於各方面滿意。
- (e) 若買方未能履行本特別條件下之責任，水務監督可進行所需工程，費用由買方負責，買方須於水務監督要求時支付水務監督等同工程成本之金額，金額由水務監督決定，其決定屬最終及對買方有約束力。
- (f) 買方須於批地文件年期內任何時候允許水務監督及其人員、承辦商、代理人及工人及任何獲水務監督授權之人士攜同或不攜同工具、設備、機器、機械或汽車就以下目的有權自由無阻進出往返及穿越該地段或其任何部分及其上已建或擬建一座或多座的建築物：
 - (i) 檢查及審查任何按本特別條件第(a)(ii)、(c)及(d)條將進行的任何工程；
 - (ii) 按本特別條件第(e)條進行任何工程；及
 - (iii) 按本特別條件第(g)條將AMR外站交予水務監督後，檢查、操作、保養、維修及更新AMR外站。
- (g) 買方須於被水務監督要求時及於水務監督訂明之時間內將AMR外站交予水務監督而水務監督無需支付任何費用或賠償，惟水務監督並無責任於買方要求時接管AMR外站，但水務監督可於按其絕對酌情權認為合適時接管AMR外站。
- (h) 就因買方履行本特別條件第(a)(ii)、(c)、(d)及(f)條下的責任、或因進行、檢查、審查及監督本特別條件第(e)條下之工程、或因政府、水務監督、其人員、承辦商、代理人及工人及任何獲水務監督授權之人士行使本特別條件第(f)條賦予之任何權利而起或與之有關之任何對買方造成或令買方蒙受的損失、損壞、滋擾或干擾，政府、水務監督、其人員、承辦商、代理人及工人及任何獲水務監督授權人士概不承擔任何責任，而買方亦不得針對上述任何人就該等損失、損壞、滋擾或干擾提出任何申索。
- (i) 買方須於所有時間就不論直接或間接因AMR外站之提供、安裝、維修、保養及管理而起或與之有關或與本特別條件第(e)條下之工程有關之任何形式之責任、損失、賠償、支出、申索、成本、收費、索求、法律行動及程序彌償政府、水務監督及其人員、承辦商、代理人及工人及任何按本特別條件第(h)條獲水務監督授權之人士及使其維持獲彌償。
- (j) 就本特別條件第(a)、(b)、(c)及(g)條而言，「買方」一詞不包括其承讓人。」

備註： 1. 詳情請參考「批地文件」。「批地文件」全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費用後獲取副本。
2. 除非本售樓說明書另有定義，本批地文件的摘要內所採用的詞彙與該詞彙在批地文件內的意思相同。

1. The Development is situated on New Kowloon Inland Lot No. 6562 (“the lot”) which is held under the Conditions of Sale No. 20290 dated 16 January 2017 (“the Land Grant”).
2. The Lot is granted for a term of 50 years commencing from 16 January 2017.
3. **Special Condition No. (3) of the Land Grant stipulates that:-**
 “The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.”
4. **Special Condition No. (36) 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. ”
5. **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 redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.”
6. **Special Condition No. (2) of the Land Grant stipulates that :**
 “The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March 2022.”[#]
7. **Special Condition No. (7) 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 and the total site coverage respectively stipulated in Special Conditions Nos. (4)(a)(iii) and (4)(a)(iv) hereof, subject to Special Condition No.(35)(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 all 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 and the site coverage 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.(14)(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.”
8. **Special Condition No. (8) 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.”
9. **Special Condition No. (9) 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 30% of the area of the lot shall be planted with trees, shrubs or other plants.
 (ii) Not less than 66% of the 30% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

Note: [#]Such date has been extended to 30 September 2022 by virtue of the “Letter (Concession to Building Covenant Extension)” dated 11 September 2020 and registered in the Land Registry by Memorial No.20092102130010.

- (iii) Without prejudice to sub-clause (b)(ii) of this Special Condition, the Greenery Area or any part or parts thereof shall be provided within such portions of the Pink Hatched Black Area fronting the pedestrian streets or paths and located within 3 metres from the boundaries of the lot between the points A and B and the points B and C as shown and marked on the plan annexed hereto.
- (iv) Not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (b)(i) of this Special Condition.
- (v) The decision of the Director as to which landscaping works proposed by the Purchaser constitutes the 30% referred to in sub-clause (b)(i) of this Special Condition and which area constitutes the roof area of any building or buildings referred to in sub-clause (b)(iv) of this Special Condition shall be final and binding on the Purchaser.
- (vi) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved landscape plan 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.(14)(a)(v) hereof."

10. Special Condition No. (17) 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) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 20 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 11 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 1.5 residential units or part thereof
Not less than 160 square metres	One space for every 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 is or are provided within the lot, at the following rates:

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

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

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

- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No. (4)(a)(iii) hereof; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(4)(a)(iii) 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 within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:

(I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 3 spaces for every block of residential units, or

(II) at such other rates as may be approved by the Director.

For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (20) hereof) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) (as may be varied under Special Condition No. (20) hereof) and (a)(iii) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved or designated are hereinafter referred to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents 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 one space for every 100 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. For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

(ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (20) 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 for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No. (20) hereof) and (a)(iii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

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

- (iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No. (20) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
- (iv) Each of the spaces provided under Special Condition No. (19) hereof (as may be varied under Special Condition No. (20) hereof) shall be of such dimensions as may be approved in writing by the Director.
- (e) The Purchaser shall:
 - (i) on or before the 31st day of March 2022[#] or such other date as may be approved by the Director, at his own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations respectively made thereunder and any amending legislation:
 - (I) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a), (b) and (c) of this Special Condition; and
 - (II) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (e)(i)(I) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a) and (b) of this Special Condition with at least one electric vehicle medium charger for each of such parking spaces; and
 - (ii) throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities and electric vehicle medium chargers required to be provided and installed under sub-clauses (e)(i)(I) and (e)(i)(II) of this Special Condition in good repair and operational condition."

11. Special Condition No. (18) 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 or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (20) hereof) 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."

12. Special Condition No. (19) 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 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser."

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

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

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

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

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

"The spaces provided within the lot in accordance with Special Conditions Nos. (17)(a)(iii) and (18)(a) hereof (as may be varied under Special Condition No. (20) hereof), the Parking Spaces for Disabled Persons and the spaces provided within the lot in accordance with Special Condition No. (19) hereof (as may be varied under Special Condition No. (20) hereof) shall be designated as and form part of the Common Areas."

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

"Except with the prior written approval of the Director, no part of any building or buildings or structure or structures erected or to be erected on that portion of the lot shown coloured pink stippled black circled black on the plan annexed hereto shall be used for any noise sensitive use. The decision of the Director as to what constitutes noise sensitive uses and whether any use amounts to noise sensitive uses shall be final and binding on the Purchaser."

16. Special Condition No. (28) 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, landslide 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. (27) 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, landslide 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, landslide 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, landslide or

subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges. "

17. Special Condition No. (30) 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. "

18. Special Condition No. (31) 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. "

19. Special Condition No. (32) 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 or any part thereof (hereinafter collectively referred to as "the Services"). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval,

including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot 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, or any part thereof 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."

20. Special Condition No. (33) 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."

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

- "(a) The Purchaser shall on or before the 31st day of March 2022[#] or such other date as may be approved by the Director, at his own expense:
 - (i) submit or cause to be submitted to the Water Authority for his approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as "AMR") outstation or outstations which proposal shall contain, among others, such information and

particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and

- (ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the AMR Outstation(s)", which expression shall, for the avoidance of doubt, include the necessary cable conduits, cables, an AMR panel in which the AMR equipment are installed and other facilities and equipment as the Water Authority may require or approve) in all respects to the satisfaction of the Water Authority.
- (b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.
- (c) The Purchaser shall throughout the term hereby agreed to be granted, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (d) The Water Authority shall, at any time at his absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.
- (e) In the event of non-fulfilment of any of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.
- (f) The Purchaser shall, at all times throughout the term hereby agreed to be granted, permit the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:
 - (i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;

Note: [#]Such date has been extended to 30 September 2022 by virtue of the "Letter (Concession to Building Covenant Extension)" dated 11 September 2020 and registered in the Land Registry by Memorial No.20092102130010.



- (ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and
- (iii) inspecting, operating, maintaining, repairing and renewing the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.
- (g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.
- (h) The Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorized by the Water Authority 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 fulfilment of the Purchaser's obligations under sub-clauses (a)(ii), (c), (d) and (f) of this Special Condition or the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority, its officers, contractors, agents and workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of this Special Condition, and no claim whatsoever shall be made against any of them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (i) The Purchaser shall at all times indemnify and keep indemnified the Government, the Water Authority and its officers, contractors, agents and workmen and any persons authorized by the Water Authority under sub-clause (h) of this Special Condition from and against all liabilities, losses, damages, expenses, claims, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.
- (j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns."

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. Unless otherwise defined in this sales brochure, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Land Grant.