

15 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目興建於新九龍內地段第6552號（「該地段」）。該地段根據日期為2019年6月4日並於土地註冊處登記為賣地條件第20343號的賣地協議及條件（「批地文件」）持有。
2. 該地段的租期由2019年6月4日起計50年。
3. 批地文件一般條款第7條規定：
 - (a) 買方須在整個租契年期期間按該等條款就已建或重建（該詞指本一般條款第(b)款預期的重新發展）的建築物：
 - (i) 按經批准的設計、佈局及高度及任何經批准的建築圖則保養一切建築物，不得對其作出修訂或更改；及
 - (ii) 保養一切根據該等條款或任何將來的合約修訂已建或今後可能搭建的建築物，使其處於良好及修繕妥當的狀態，直至租契年期屆滿或提前終止時交還此等建築物。
 - (b) 倘若在租契年期期間的任何時候清拆當時在該地段或其任何部分上面的任何建築物，買方須興建相同類型和不少於現有總樓面面積的良好及堅固的一幢或多幢建築物或經署長批准的類型及價值的一幢或多幢建築物作為代替。如果進行上述清拆，買方須在上述清拆的一個曆月內向署長申請其同意進行重新發展該地段的建築工程，並在收到上述同意後必須在三個曆月內開展所需的重建工程及在署長規定的期限內完成該等重新發展工程，使署長滿意。
4. 批地文件特別條款第(2)條規定：
 - (a) (i) 買方須於2022年12月31日*或署長批准的其他日期或之前，自費以良好的工藝，並按署長批准的物料、標準、水平、定線及設計及按批地文件附錄且標題為“Technical Schedule for the Yellow Areas and the Yellow Hatched Black Area”及“Technical Schedule for the Building Works”的工程規格附表（以下統稱「工程規格附表」）、本特別條款第(b)款批准的圖則及經批准的園景總綱圖（定義見批地文件特別條款第(4)(a)條）在黃色範圍（如批地文件定義）及黃色間黑斜線範圍（如批地文件定義）內鋪設、塑造、豎立、建造、提供及美化一條海濱長廊，並在一切方面使署長滿意。買方須於黃色間黑斜線範圍內提供一條4.5米闊的公眾行人通道撥供作為行人區。為免存疑，黃色範圍並不包括任何海堤。
 - (ii) 就本特別條款而言，署長就本特別條款第(a)(i)款提述的工程是否已經按本特別條款第(a)(i)款規定完成及何時完成所作決定為最終決定及對買方有約束力。
 - (b) (i) 買方須自費向署長提交或安排提交有關黃色範圍及黃色間黑斜線範圍的圖則供其書面審批，圖則內容須包括黃色範圍及黃色間黑斜線範圍的水平、位置、定線及設計的詳情和資料及署長要求的其他詳情和資料。
 - (ii) 未經署長事先書面批准，買方不得對經批准的黃色範圍及黃色間黑斜線範圍的圖則作任何修訂、更改、改動、變更或替代。
 - (iii) 按本特別條款第(b)(ii)條規定經署長批准的任何修訂、更改、改動、變更或替代須被視作已納入經批准的黃色範圍及黃色間黑斜線範圍的圖則並構成其一部份。
 - (iv) 本特別條款第(b)(i)款提述的圖則獲署長批准前，買方不得在黃色範圍及黃色間黑斜線範圍內或其上開展任何建築工程（批地文件特別條款第(1)(b)條提述的拆卸及移除工程、地盤平整工程及土地勘測除外）。就該等條款而言，「建築工程」、「地盤平整工程」及「土地勘測」須按《建築物條例》、其下的任何規例及任何修訂法例定義。

- (c) (i) 買方不得更改、拆卸或損壞毗連黃色範圍的現有海堤或進行任何對海堤或其任何部分造成更改、損壞或不利影響之工程，而署長就任何工程是否會對海堤造成更改、損壞或不利影響所作決定為最終決定及對買方有約束力。
- (ii) 海堤蓋頂線對開及後方10米範圍內的最大附加荷載不得超過每平方米10千牛頓。
- (iii) 海堤蓋頂線15米範圍內不得進行任何形式的撞擊式打樁工程。
- (d) 當本特別條款第(a)(i)款提述的工程完工後，買方須於其擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間自費保持、管理、維修及保養黃色範圍及黃色間黑斜線範圍或其任何部分及其各個組成或相關部分，使其處於良好及修繕妥當的狀態，並在一切方面使署長滿意，直至整個黃色範圍及黃色間黑斜線範圍的管有權已經按本特別條款第(g)(iv)款交還政府。
- (e) 倘若買方未能履行批地文件特別條款第(1)(b)條及本特別條款第(a)(i)或(d)款的責任，政府可進行所需之工程，惟費用一概由買方負責，而買方須應要求向政府支付相等於該費用的金額，支付金額由署長決定，其決定為最終決定及對買方有約束力。
- (f) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行批地文件特別條款第(1)(b)條及本特別條款第(a)(i)或(d)款的責任或政府行使本特別條款第(e)款的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (g) (i) 僅為進行批地文件特別條款第(1)(b)條提述的拆卸及移除工程及本特別條款第(a)(i)及(d)款指明的工程，買方將於署長向其發出的信函中所指定的日期被授予黃色範圍及黃色間黑斜線範圍的管有權，該日期不會遲於2020年3月31日。
- (ii) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失或損害承擔任何責任或法律責任，不論該等損失或損害是否因延遲管有黃色範圍及黃色間黑斜線範圍或其他原因而引起或附帶引起的，買方亦不得就任何該等損失或損害向政府提出索償。
- (iii) 買方須接受黃色範圍及黃色間黑斜線範圍於其管有權授予買方的當日現存的狀態和情況及存在的樹木、構築物和地基，並特此同意不會就此向政府提出任何索償。
- (iv) 買方須於2022年12月31日*或署長批准的其他日期或之前應政府要求將黃色範圍及黃色間黑斜線範圍或其任何按署長全權酌情指明或要求的部分交還政府。在任何情況下，於署長發出信函表示該等條款已獲遵守並使其滿意，黃色範圍及黃色間黑斜線範圍或其任何部分將被視為已於發信當日由買方交還政府。
- (h) 未經署長事先書面同意，買方不得將黃色範圍及黃色間黑斜線範圍或其任何部分用作存放或停泊車輛或搭建任何臨時構築物，或用作進行批地文件特別條款第(1)(b)條提述的拆卸及移除工程、本特別條款第(a)(i)及(d)款指明的工程及本特別條款第(i)(ii)款指明的用途以外的其他用途。
- (i) (i) 買方須於其擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間的所有合理時候：
 - (i) 允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士有權進出、往返及經過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以便視察、檢查及監督按批地文件特別條款第(1)(b)條、本特別條款第(a)(i)及(d)款規定進行的任何工程，以及進行、視察、檢查及監督本特別條款第(e)款規定的工程及任何署長認為於黃色範圍及黃色間黑斜線範圍或其任何部分必要的其他工程；

- (II) 按政府、署長或相關的公用事業公司要求，允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士及政府授權的相關公用事業公司，有權進出、往返及經過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，以便在黃色範圍及黃色間黑斜線範圍或其任何部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或鄰近土地或處所提供電話、電力、煤氣（如有）及其他服務設施所需的其他導電媒介及附帶設備，以及在黃色範圍及黃色間黑斜線範圍之下進行有關啟德發展區區域供冷系統的地下管道工程。買方須就任何上述擬在黃色範圍及黃色間黑斜線範圍或其任何部分內進行的工程的所有相關事宜與政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士及政府授權的相關公用事業公司充分合作；及
 - (III) 按水務監督的人員或水務監督授權的其他人士要求，允許水務監督的人員及水務監督授權的其他人士有權進出、往返及經過該地段、黃色範圍及黃色間黑斜線範圍或其任何部分，就任何設於黃色範圍及黃色間黑斜線範圍或其任何部分內的其他水務裝置進行相關的運作、保養、維修、更換及改動工程。
- (ii) 在不影響本特別條款第 (a)(i) 款的一般適用範圍下，買方於其擁有黃色範圍及黃色間黑斜線範圍或其任何部分的管有權期間：
- (I) 須自費於所有時候及在一切方面使消防處處長滿意的情況下：
 - (A) 管理及保養於黃色範圍及黃色間黑斜線範圍之管有權獲交付予買方當日已存在並在批地文件夾附的圖則上以紫色虛線包圍以供識別之範圍內的緊急車輛通道（以下簡稱「緊急車輛通道」），提供充足照明及保持緊急車輛通道不受阻塞，以便消防設備及消防人員進出在批地文件夾附的圖則標記為「Fireboat berth cum public landing steps」的滅火輪泊位連公眾登岸梯級（以下簡稱「滅火輪泊位連公眾登岸梯級」）及毗連黃色範圍及黃色間黑斜線範圍的政府土地上由消防處處長指定為救援範圍的毗連硬鋪範圍；及
 - (B) 允許消防設備及消防人員自由及不受干擾地使用緊急車輛通道，以進出本特別條款第 (i)(ii)(I) (A) 款提述的滅火輪泊位連公眾登岸梯級及硬鋪範圍；
 - (II) 允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士，於所有時候（不論有否給予通知）進入黃色範圍及黃色間黑斜線範圍或其任何部分，以視察、運作、翻新、改動、維修及保養滅火輪泊位連公眾登岸梯級；
 - (III) 允許所有公眾人士在所有合理時候為所有合法目的，免費和暢通無阻地步行或乘坐輪椅使用一條位於緊急車輛通道內最少 3 米闊的公眾行人通道，該公眾行人通道於黃色範圍及黃色間黑斜線範圍的管有權授予買方當日已存在，買方並須確保該公眾行人通道不受按批地文件特別條款第 (1) (b) 條進行的拆卸及移除工程或本特別條款第 (a)(i) 或 (d) 款規定進行的任何工程或其他原因干擾或阻礙；及
 - (IV) 允許政府、署長及其人員、承辦商、代理人、工人及署長授權的任何人士有權進出、往返及經過黃色範圍及黃色間黑斜線範圍，以視察、檢查、維修及進行任何與批地文件夾附的圖則上顯示並標明為「Pier」並毗鄰黃色範圍的碼頭的相關工程。
- (iii) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、署長及其人員、承辦商、代理人及工人、水務監督的人員、消防人員及獲正式授權的任何人士或公用事業公司行使本特別條款第 (i)(i) 或 (i)(ii) 款的權利或其他原因而引起或附帶引起的。
- (j) 倘若黃色範圍及黃色間黑斜線範圍及構成黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分有任何欠妥之處、失修、瑕疵、失靈、故障或任何其他尚未完成的工程（不論是否關乎工藝、物料、設計或其他原因），及黃色範圍及黃色間黑斜線範圍內任何樹木、灌叢或其他植物的所有健康問題，包括欠妥之處、失調及其他可能影響該等樹木、灌叢或其他植物健康的原因或因素（該等健康問題以下簡稱「樹木健康問題」），而於：
- (i) 買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日存在；及
 - (ii) 買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日後 12 個曆月內（以下簡稱「保養責任及植物扎根期」）出現或明顯可見，
- 買方須就此直接或間接所引致或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序向政府作出彌償，並使其獲到彌償。
- (k) 如署長要求，買方須自費及在署長規定的時限內按其規定的標準及形式，進行所有保養、維修、修訂、重建與補救工程及任何其他必要的工程，以補救及糾正黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分於保養責任及植物扎根期內出現或明顯可見的任何欠妥之處、失修、瑕疵、失靈、故障或任何其他尚未完成的工程。除前述的規定外，買方亦須自費在署長規定的時限內按其規定的標準及形式，修復及糾正黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分在買方交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權當日可能存在的任何欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程。
- (l) 倘若因買方在交還黃色範圍及黃色間黑斜線範圍或其任何部分的管有權予政府當日可能存在的任何樹木健康問題，以致黃色範圍及黃色間黑斜線範圍內的任何樹木、灌叢或其他植物，未能在保養責任及植物扎根期內生長或養殖至署長滿意的程度及狀況，則在署長要求時，買方須自費在署長規定的時限內按其規定的標準及形式，進行補種、園景工程、樹木保養措施或任何其他措施，在一切方面使署長滿意。
- (m) 署長在保養責任及植物扎根期即將屆滿前，將會安排檢查黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分，以識別任何明顯的欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程及任何樹木健康問題。署長保留權利在保養責任及植物扎根期屆滿後 14 天內向買方送達一份或多份欠妥之處列表，列明在黃色範圍及黃色間黑斜線範圍及其各個組成或相關部分內任何明顯的欠妥之處、失修、瑕疵、故障、失靈或任何其他尚未完成的工程及任何樹木健康問題。買方須自費安排在署長規定的期限內按其規定的標準及形式，進行所有必要的工程和措施（包括本特別條款第 (l) 款指明的補種、園景工程、樹木維護保養措施及任何其他措施）加以補救和糾正。
- (n) 倘若買方未能進行任何本特別條款第 (k)、(l) 及 (m) 款提述的工程，則政府可以進行任何該等工程，而買方須應要求向政府支付所有經署長證明有關政府進行該等工程而產生的支出及費用（署長就此作出的決定為最終決定及對買方有約束力）。
- (o) 就本特別條款而言，「買方」一詞不包括其受讓人。
5. 批地文件特別條款第 (4) 條規定：
- (a) 買方須自費向署長提交一份園景總綱圖供署長審批，園景總綱圖須顯示按本特別條款第 (b) 及 (c) 款的要求擬在黃色範圍及黃色間黑斜線範圍內提供的園景工程之位置、佈局及規劃（以下簡稱「園景總綱圖」）。園景總綱圖獲署長書面批准前及（如有必要）已按批地文件特別條款第 (7) 條就樹木保育建議書獲發同意書前，不得在黃色範圍及黃色間黑斜線範圍開展任何建築工程（批地文件特別條款第 (1)(b) 條提述的拆卸及移除工程、地盤平整工程及土地勘測除外）。
 - (b) 園景總綱圖須按 1:200 或更大的比例顯示，並列載園景工程建議的資料，包括對現有樹木的普查及處理方案、地盤佈局和平整水平、建築發展的概念模式、園景建築及花卉種植的圖解佈局及署長可能要求的其他資料。

- (c) 黃色範圍及黃色間黑斜線範圍須有不少於36%的面積種植樹木、灌叢或其他植物。署長就買方建議的園景工程是否構成本第(c)款所指的36%面積所作之決定為最終決定及對買方有約束力。署長可全權酌情接納買方建議的其他非植物裝飾代替種植樹木、灌叢或其他植物。為免存疑，按本第(c)款提供的園景工程不構成批地文件特別條款第(8)(b)(ii)條提述的綠化範圍的一部分。
- (d) 買方須自費按經批准的園景總綱圖在黃色範圍及黃色間黑斜線範圍進行園景工程，在一切方面使署長滿意。未經署長事先書面批准，不得對經批准的園景總綱圖作任何修訂、更改、改動、變更或替代。
- (e) 在不影響批地文件特別條款第(2)(d)條的一般適用範圍下，買方須自費保持及保養園景工程，使其達至安全、清潔、井然、整潔及健康的狀態，在一切方面使署長滿意，直至整個黃色範圍及黃色間黑斜線範圍的管有權已經按批地文件特別條款第(2)(g)(iv)條交還政府。
6. 批地文件特別條款第(5)條規定：
- 買方須在一切方面符合該等條款及目前或任何時候在香港生效的所有有關建築、衛生及規劃之法例、附例及規例之規定發展該地段，在該地段上興建一幢或多幢建築物，並於2024年12月31日*或之前完工和使其適宜佔用。
7. 批地文件特別條款第(6)條規定：
- (a) 受限於本特別條款第(b)款，該地段或其任何部分或已建或擬建於其上的任何一幢或多幢建築物不得用作非工業(不包括寫字樓、貨倉、酒店及加油站)用途以外的任何用途。
- (b) 除第一行人道(定義見批地文件特別條款第(10)(b)條)外，在批地文件夾附的圖則上以粉紅色顯示的範圍(以下簡稱「粉紅色範圍」)內已建或擬建的任何一幢或多幢建築物不得用作私人住宅用途以外的任何用途。
8. 批地文件特別條款第(7)條規定：
- 未經署長事先書面同意，不得移除或干擾在該地段或毗鄰範圍內生長的樹木。署長在授予同意時，可以就樹木移植、補償性園景或重植，施加其認為合適的條件。
9. 批地文件特別條款第(8)條規定：
- (a) 買方須自費向署長提交一份園景圖則，表明按本特別條款第(b)款規定擬在該地段內提供園景工程的位置、佈局及規劃(以下簡稱「該地段的園景圖則」)，以供署長審批。
- (b) (i) 該地段須有不少於30%面積種植樹木、灌叢或其他植物。
- (ii) 本特別條款第(b)(i)款所提述的30%面積中，須有不少於66%(以下簡稱「綠化範圍」)設於署長可全權酌情決定的位置或水平，以確保綠化範圍可見於行人或可供進入該地段的任何人士或人等通行。
- (iii) 在不影響本特別條款第(b)(ii)款之規定下，綠化範圍或其任何部分應設置在批地文件夾附的圖則上分別以粉紅色加黑斜線及粉紅色加黑斜線及黑點顯示的範圍(以下分別簡稱「粉紅色加黑斜線範圍」及「粉紅色加黑斜線及黑點範圍」)之該等部分內，並設置在批地文件夾附的圖則上顯示並標明的B點和C點之間離該地段邊界起3米內的位置。
- (iv) 該地段上任何已建或擬建的一幢或多幢建築物的天台面積中須有不少於20%構成本特別條款第(b)(i)款提述的30%的一部分。
- (v) 署長就買方提議的園景美化工程是否構成本特別條款第(b)(i)款提述的30%、提供的綠化範圍是否符合本特別條款第(b)(ii)款規定及何謂本特別條款第(b)(iv)款提述的任何一幢或多幢建築物的天台面積作出的決定將為最終決定，並對買方有約束力。

- (vi) 署長可全權酌情接納買方建議的其他非植物裝飾取代種植樹木、灌叢或其他植物。
- (c) 買方須自費按經批准的該地段的園景圖則，在該地段進行園景美化工程，在一切方面使署長滿意，如非獲署長事先書面同意，不得對經批准的該地段的園景圖則作任何修改、更改、改動、改變或取代。
- (d) 買方其後須自費保養及維持園景美化工程，使其處於安全、清潔、整齊、整潔及健康的狀態，在一切方面使署長滿意。
- (e) 根據本特別條款進行園景美化的範圍須指定為並構成批地文件特別條款第(23)(a)(v)條提述的公用地方之一部分。
10. 批地文件特別條款第(9)(a)(iii)條規定：
- 該地段上已建或擬建的一幢或多幢建築物的總樓面面積不得少於35,740平方米並不得超出59,566平方米，但是：
- (I) 批地文件夾附的圖則上以粉紅色加黑波紋線顯示的範圍(以下簡稱「粉紅色加黑波紋線範圍」)已建或擬建的一幢或多幢用作非工業(不包括私人住宅、寫字樓、倉庫、酒店及加油站)用途的建築物的總樓面面積不得少於977平方米；
- (II) 批地文件夾附的圖則上以粉紅色加黑交叉線顯示的範圍(以下簡稱「粉紅色加黑交叉線範圍」)已建或擬建的一幢或多幢用作非工業(不包括私人住宅、辦公室、倉庫、酒店及加油站)用途的建築物的總樓面面積不得少於977平方米；及
- (III) 該地段上已建或擬建的一幢或多幢用作私人住宅用途的建築物的總樓面面積不得超出57,612平方米。
11. 批地文件特別條款第(10)條規定：
- (a) 買方須於2024年12月31日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度：
- (i) 於粉紅色加黑斜線範圍及粉紅色加黑斜線加黑點範圍或其中任何部分的香港主水平基準以上13米或署長批准或要求的其他水平建造及提供一條一層高的有蓋行人天橋連接通道(以下簡稱「行人天橋連接通道」)，以連接有蓋行人天橋(定義見批地文件特別條款第(11)(a)(i)條)及第一行人道(定義見本特別條款第(b)款)。行人天橋連接通道須以署長要求或批准的物料及標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求或批准的承托物、斜路、相關的樓梯及平台、自動扶手電梯、升降機及內外配件及固定裝置與照明裝置。行人天橋連接通道的闊度須為5米、內框淨闊度最少3米及內框淨空高度最少2.6米，並不得在任何政府土地建造任何永久性支柱或其他承托構築物；及
- (ii) 於粉紅色加黑斜線範圍及粉紅色加黑斜線加黑點範圍或擬建於該地段上的一幢或多幢建築物內按署長要求或批准的規格、連接點及水平建造及提供行人天橋連接通道的承托物及連接段，以在其上建造行人天橋連接通道，而行人得以通過行人天橋連接通道往返有蓋行人天橋(定義見批地文件特別條款第(11)(a)(i)條)和第一行人道(定義見本特別條款第(b)款)。
- (b) 買方須於2024年12月31日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色範圍內及香港主水平基準以上13米或署長批准或要求的其他水平提供一條行人道，該行人道的內框淨闊度須為最少3米，並須以署長要求或批准的位置、方式及標準、水平、定線及設計建造(以下簡稱「第一行人道」)，以最短的路線連接行人天橋連接通道及第二行人道(定義見本特別條款第(c)款)。

- (c) 買方須於2024年12月31日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色加黑色波紋範圍內提供一條行人道，該行人道的內框淨闊度須為最少3米，並須以署長要求或批准的位置、方式及標準、水平、定線及設計建造(以下簡稱「第二行人道」)，以最短的路線經過升降機及自動扶手電梯(定義見本特別條款第(d)款)、該地段的地面水平及在批地文件夾附的圖則上顯示並標明為「Proposed Road L12A」的擬建道路(以下簡稱「擬建道路L12A」)連接第一行人道。就本第(c)款而言，署長就何謂該地段的地面水平所作之決定為最終決定並對買家有約束力。
- (d) 買方須於2024年12月31日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度於粉紅色加黑色波紋範圍上已建或擬建的一幢建築物(該建築物乃批地文件特別條款第(9)(a)(vi)條提述的一幢建築物或批地文件特別條款第(9)(a)(vii)條提述的該等建築物部分)內，在批地文件夾附的圖則上顯示並標明為「LIFT AND ESCALATORS」的位置(上述位置僅供參考並可在獲得署長事先書面批准下更改)提供一部升降機及上落方向的自動扶手電梯(以下簡稱「升降機及自動扶手電梯」)，以連接第一行人道、第二行人道及擬建道路L12A。
- (e) 買方須在批地文件授予的租契年期期間保持第一行人道、第二行人道、行人天橋連接通道及升降機及自動扶手電梯全日24小時開放，以供公眾為所有合法目的免費及暢通無阻地步行或乘坐輪椅使用。
- (f) (i) 倘若該地段或其任何部份進行重建而需移除或拆卸第一行人道、第二行人道、行人天橋連接通道及升降機及自動扶手電梯或其中任何部分，買方須在署長指定的期限內按署長全權酌情批准或要求的設計、物料、規格及標準及寬度、淨空高度、水平、高度及位置，自費進行更換以建造及完成新的第一行人道、新的第二行人道、新的行人天橋連接通道及新的升降機及自動扶手電梯或其任何部分，在一切方面使署長滿意。
- (ii) 倘若需要按本特別條款第(f)(i)款建造任何新的第一行人道、新的第二行人道、新的行人天橋連接通道及新的升降機及自動扶手電梯，本特別條款及批地文件特別條款第(6)(b)、(11)、(12)、(14)(a)(iii)、(21)(a)(i)及(41)(e)(vii)條所載的「第一行人道」、「第二行人道」、「行人天橋連接通道」及「升降機及自動扶手電梯」等詞將被視為指上述新的第一行人道、新的第二行人道、新的行人天橋連接通道及新的升降機及自動扶手電梯。
12. 批地文件特別條款第(11)(a)、(11)(b)、(11)(c)、(11)(e)、(11)(f)、(11)(g)、(11)(h)、(11)(i)、(11)(l)及(11)(m)條規定：
- (a) (i) 買方須於2024年12月31日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度，於批地文件夾附的圖則上顯示並標明為「PROP. FB」的大約位置及香港主水平基準以上13米或署長批准或要求的其他水平，建造及提供一條一層高有蓋行人天橋，連同署長要求或批准的相關承托物和連接段(包括署長全權酌情認為任何日後擴建有蓋行人天橋所需的任何承托物和連接段)(以下簡稱「有蓋行人天橋」)，以連接行人天橋連接通道及擬於批地文件夾附的圖則上顯示並標明為「Proposed Road D3」的擬建道路上由政府建造的高架園景平台(以下分別簡稱「擬建道路D3」及「高架園景平台」)。有蓋行人天橋須以署長要求或批准的物料及標準、水平、定線、佈局及設計建造，包括但不限於提供及建造署長全權酌情要求或批准的承托物、斜路、相關的樓梯及平台、自動扶手電梯、升降機及內外配件及固定裝置與照明裝置。有蓋行人天橋的闊度須為5米、內框淨闊度最少3米、內框淨空高度最少2.6米及有蓋行人天橋底部的最低點到其下方的公眾道路路面有最小5.1米的空間距離，並不得在任何政府土地建造任何永久性支柱或其他承托構築物。
- (ii) 按本特別條款第(a)(i)款規定就興建有蓋行人天橋而需封閉擬建道路D3或其任何部分(以下簡稱「交通封路」)前，買方須自費提交或促使他人提交一份有關交通封路的建議書(以下簡稱「交通封路建議書」)予署長作書面審批，該建議書須遵守下列要求：
- (I) 於任何3個曆月的期間內，交通封路不得超過14天；及
- (II) 擬建道路D3的部分路面封閉的範圍不得達至將會不合理地影響擬建道路D3正常交通流量的程度，而封閉的時間亦不得較進行有蓋行人天橋的建築工程所合理地需要的時間為長。
- (iii) 交通封路建議書獲署長批准前，買方不得開展任何交通封路的工程，並須於其後按經署長批准的交通封路建議書進行該等工程，在一切方面使署長滿意。
- (iv) 就本特別條款第(a)(ii)款而言，署長對何謂本特別條款第(a)(ii)(I)款提述的任何3個曆月的期間內不得超過14天、何謂本特別條款第(a)(ii)(II)款提述對擬建道路D3正常交通流量的不合理地影響及封閉的時間不得較進行有蓋行人天橋的建築工程所合理地需要的時間為長所作的決定為最終決定及對買方有約束力。
- (b) 僅就進行本特別條款第(a)及(c)款指明的工程，買方將於署長向其發出的信函中指定的日期(該日期不會遲於2020年3月31日)獲授予署長批准的任何政府土地的管有權，並須遵守署長施加的該等條款及條件。受限於本特別條款第(a)(ii)款，買方須於其管有該等政府土地的所有合理時候允許所有政府及行人自由地進出及通過該等政府土地，並須維持交通暢順，在一切方面使運輸署署長滿意。買方須應政府要求將該等政府土地交還政府，在任何情況下，於署長發出信函表示該等條款已獲遵守並使其滿意，該等政府土地將被視為已於發信當日由買方交還政府。
- (c) 買方須於2024年12月31日*或署長批准的其他日期或之前自費並以在一切方面使署長滿意的程度，(i)將行人天橋連接通道與有蓋行人天橋連接起來；及(ii)將有蓋行人天橋與高架園景平台連接起來，該等連接工程須包括移除政府於高架園景平台提供的接駁位的覆蓋層及護牆，並在連接工程完成後將上述接駁位妥善處理及修復，使署長滿意。買方須事先獲署長事先批准自費設計及建造有蓋行人天橋與高架園景平台的連接細節，連接細節包括但不限於軸承及伸縮接縫、有蓋行人天橋與高架園景平台的負載安排及承托細節、有蓋行人天橋的接縫或搭接或兩者及軸承安排(以下簡稱「行人天橋連接細節」)，並在一切方面使署長滿意。
- (e) 倘若買方未能履行批地文件特別條款第(10)條第(a)、(b)、(c)、(d)及(f)款及本特別條款第(a)、(c)、(h)及(i)款的責任，政府可進行所需之建造或保養工程，惟費用一概由買方負責，而買方須應要求向政府支付相等於該費用的金額，支付金額由署長決定，其決定為最終決定及對買方有約束力。為執行上述工程，政府、其人員、承辦商、代理人、工人及政府授權的任何人士均享有權於任何合理時間自由及不間斷地進入該地段或其任何部分及已建或擬建於其上的任何一幢或多幢建築物。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、其人員、承辦商、代理人、工人或政府授權的任何人士行使本特別條款賦予的進入權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (f) (i) 有蓋行人天橋不得供作所有公眾人士以步行或乘坐輪椅方式通行以外的任何用途。
- (ii) 除非署長另行批准或要求，買方不得使用或准許或容許他人使用有蓋行人天橋的任何部分之外部或內部張貼廣告或展示任何招牌、通告或海報。
- (iii) 就任何可能是或可能成為對有蓋行人天橋之下經過的任何人士或車輛或對任何一個或多個毗鄰或鄰近地段或處所的任何業主或佔用人構成滋擾或煩擾或可能造成不便或損害之事情，買方不得於有蓋行人天橋作出或准許或容許他人作出該等事情。
- (iv) 在有蓋行人天橋存在的整個期間，買方須准許所有公眾人士為所有合法目的免繳任何費用全日24小時自由地步行或乘坐輪椅通行、再通行、行經、通過及上落有蓋行人天橋。
- (g) 對於買方就建造、改動、管理、維修及保養有蓋行人天橋、行人天橋連接細節、行人天橋連接通道、第一條行人道、第二條行人道及升降機及自動扶手電梯而作出或遺漏的任何事情所直接或間接產生或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。

- (h)

買方須在批地文件授予的租契年期期間自費管理及保養有蓋行人天橋及行人天橋連接細節，使其處於良好及修繕妥當的狀態，在一切方面使署長滿意。
- (i)

(i)

倘若該地段或其任何部份進行重建而需移除或拆卸有蓋行人天橋或其任何部分，買方須在署長指定的期限內按署長全權酌情批准或要求的設計、物料、規格及標準和寬度、淨空高度、水平、高度及位置，自費進行更換以建造及完成新的有蓋行人天橋或其任何部分，在一切方面使署長滿意。

(ii)

倘若需要按本特別條款第(i)(i)款建造新的有蓋行人天橋，本特別條款及批地文件特別條款第(10)(a)條所載的「有蓋行人天橋」一詞將被視為指上述新的有蓋行人天橋。
- (l)

署長可全權酌情要求行人天橋連接通道及有蓋行人天橋須分別有不少於10%的面積及第一行人道不少於10%的面積種植樹木、灌叢或其他植物。署長就買方建議的園景工程是否構成本第(l)款所指的10%的面積所作之決定為最終決定及對買方有約束力。署長可全權酌情接納買方建議的其他非植物裝飾代替種植樹木、灌叢或其他植物。為免存疑，按本第(l)款提供的園景工程不構成綠化範圍的一部分。
- (m)

僅就批地文件特別條款第(10)條及本特別條款而言，「買方」一詞僅指簽署及訂立批地文件的人士及非工業部分(定義見批地文件特別條款第(21)(a)(i)條)的受讓人。

13. 批地文件特別條款第(13)條規定：

- (a)

未經署長的事先書面同意及除了提供公眾通道範圍(定義見本特別條款第(b)款)及根據批地文件特別條款第(9)(a)(viii)(IV)條所述提供遮篷和遮陽裝置外，不得在粉紅色加黑圓圈範圍內的地面水平或地面之上搭建或建造任何建築物、構築物、任何建築物或構築物的承托物或伸展物。
- (b)

買方須於2024年12月31日*或署長批准的其他日期或之前，按署長要求或批准的方式、位置及標準、水平、定線及設計自費在整個粉紅色加黑圓圈範圍的地面水平鋪設、塑造、建造及提供一條通道（以下簡稱「公眾通道範圍」），在一切方面使署長滿意。

14. 批地文件特別條款第(14)(a)、(14)(b)、(14)(c)及(14)(f)條規定：

- (a)

受限於本特別條款第(b)款及批地文件特別條款第(49)條及除非得到署長的事先書面同意，不得在粉紅色加黑斜線範圍及粉紅色加黑斜線及黑點範圍內的地面水平或地面之上搭建或建造任何建築物、構築物、任何建築物或構築物的承托物或伸展物，除了下列項目：

(i)

圍牆或圍欄或兩者，但倘若該等圍牆或圍欄或兩者面向在批地文件夾附的圖則上顯示並標明B點與C點之間的任何行人街道或路徑，該等圍牆或圍欄或兩者須以一切方面使署長滿意的方式搭建或建造，使從相鄰行人街道或路徑的一般平整水平以上1米起，沿水平面的每一延長米的視覺和實際的孔隙率不少於50%；

(ii)

園景裝飾及相關設施；

(iii)

批地文件特別條款第(10)(a)(ii)條提述的行人天橋連接通道及行人天橋連接通道的承托物及連接段；及

(iv)

批地文件特別條款第(9)(a)(viii)(IV)條提述的遮篷和遮陽裝置。

(b)

買方須於2024年12月31日*或署長批准的其他日期或之前按署長要求或批准的方式、位置及標準、水平、定線及設計，自費在毗鄰批地文件夾附的圖則上顯示並標明D點和E點之間邊界的粉紅色加黑斜線範圍之整個該等部分地面水平鋪設、塑造、建造及提供一條通道（以下簡稱「額外公眾通道範圍」），在一切方面使署長滿意。
- (c)

買方須在批地文件授予的租契年期期間保持公眾通道範圍及額外公眾通道範圍全日24小時開放，以供公眾為所有合法目的免費和暢通無阻地步行或乘坐輪椅使用。

(f)

就批地文件特別條款第(13)條及本特別條款而言，署長對何謂粉紅色加黑圓圈範圍、粉紅色加黑斜線範圍及粉紅色加黑斜線及黑點範圍的地面水平、何謂毗鄰行人街道或行人徑的一般平整水平及何謂園景裝飾和相關設施所作之決定為最終決定及對買方有約束力；及「買方」一詞僅指簽署及簽立批地文件的人士及非工業部分(定義見批地文件特別條款第(21)(a)(i)條)的受讓人。
15. 批地文件特別條款第(16)條規定：
- (a)

買方可在該地段內搭建、建造及提供經署長書面批准的康樂設施及其附屬設施(以下簡稱「該等設施」)。該等設施的類型、大小、設計、高度及佈局亦須經署長的事先書面批准。

(b)

在計算批地文件特別條款第(9)(a)(iii)條規定的總樓面面積時，並受限於批地文件特別條款第(41)(d)條的規定，根據本特別條款第(a)款在該地段內提供的該等設施之任何部分乃供該地段上已建或擬建的一幢或多幢住宅大廈的住客及其真正訪客共同使用和享用的，該等設施的該等部分將不予計算在內。該等設施的餘下部分若署長認為不屬於上述使用，則應列入上述計算之內。就本第(b)款而言，署長就何謂一幢或多幢住宅大廈所作出的決定為最終決定並對買方有約束力。

(c)

倘若該等設施之任何部分根據本特別條款第(b)款獲豁免列入總樓面面積的計算(以下簡稱「獲豁免設施」)：

(i)

獲豁免設施須指定為並構成批地文件特別條款第(23)(a)(v)條提述的公用地方之一部分；

(ii)

買方須自費保養獲豁免設施，使其保持良好及修繕妥當的狀態並須運作獲豁免設施，使署長滿意；及

(iii)

獲豁免設施僅供該地段上已建或擬建的一幢或多幢住宅大廈的住客及其真正訪客使用，任何其他人士或人等不得使用。就本第(c)(iii)款而言，署長就何謂一幢或多幢住宅大廈所作出的決定為最終決定並對買方有約束力。

16. 批地文件特別條款第(26)條規定：

(a)

(i)

該地段內須提供停車位，以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於該地段上已建或擬建的一幢或多幢建築物的住宅單位住客及其真正賓客、訪客或被邀請者的車輛(以下簡稱「住宅停車位」)，使署長滿意，車位數目比例如下：

(l)

如該地段範圍內建有一座或多座住宅單位大廈(擬作單一家庭住所之用的一座或多座獨立屋、半獨立屋或排屋除外)，除非署長同意採用有別於下表所列的比例或數目，須根據下表所列就已建或擬建於該地段上的每個住宅單位的面積分別計算的比例：

每個住宅單位的面積	擬提供的住宅停車位數目
少於40平方米	每16.7個住宅單位或其部分1個停車位
不少於40平方米，但少於70平方米	每9.5個住宅單位或其部分1個停車位
不少於70平方米，但少於100平方米	每3.2個住宅單位或其部分1個停車位
不少於100平方米，但少於130平方米	每1.2個住宅單位或其部分1個停車位
不少於130平方米，但少於160平方米	每0.9個住宅單位或其部分1個停車位
不少於160平方米	每0.7個住宅單位或其部分1個停車位

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(II) 如該地段內已提供擬作單一家庭住所之用的一座或多座獨立屋、半獨立屋或排屋，比例如下：

- (A) 每座總樓面面積少於 160 平方米的上述房屋提供 1 個停車位；
- (B) 每座總樓面面積不少於 160 平方米但少於 220 平方米的上述房屋提供 1.5 個停車位；及
- (C) 每座總樓面面積不少於 220 平方米的上述房屋提供 2 個停車位。

如根據本特別條款第 (a)(i)(I) 或 (a)(i)(II)(B) 款而須提供的停車位數目含有小數，則進位至下一個整數。就本第 (a)(i) 款而言，署長就何謂一座或多座住宅單位大廈、何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力。為免存疑，就批地文件特別條款第 (26)、(27) 及 (28) 條而言，安老院舍或殘疾人士院舍或其任何部分不得視為一個或多個住宅單位。

(ii) 就本特別條款第 (a)(i)(I) 款而言，根據本特別條款第 (a)(i)(I) 款提供的住宅停車位總數須為根據本特別條款第 (a)(i)(I) 款中列表依據每個住宅單位的面積分別計算的住宅停車位的分別數目之總和。就該等條款而言，「每個住宅單位的面積」一詞就總樓面面積而言指以下 (I) 與 (II) 之和：

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

$$\text{住宅公用地方所有總樓面面積} \times \frac{\text{依照本特別條款第 (a)(ii)(I) 款計算有關一個住宅單位之總樓面面積}}{\text{依照本特別條款第 (a)(ii)(I) 款計算所有住宅單位之所有總樓面面積}}$$

(iii) 該地段內須按照下列比例提供額外的停車位，以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上的一幢或多幢建築物的住宅單位住客之真正賓客、訪客或被邀請者的車輛，令署長滿意，惟該地段內須提供最少 2 個該等額外停車位：

- (I) 如果已建或擬建於該地段上任何一座住宅單位大廈中提供超過 75 個住宅單位，每座住宅單位大廈 5 個停車位；或
- (II) 署長批准的其他比例。

如根據本第 (a)(iii)(II) 款而須提供的停車位數目含有小數，則進位至下一個整數。就本特別條款第 (a)(iii) 款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一座住宅單位大廈。署長就何謂一座或多座住宅單位大廈、何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭作住所之用作出的決定為最終決定及對買方有約束力。

(iv) 根據本特別條款第 (a)(i) 款 (可根據批地文件特別條款第 (28) 條規定更改) 和第 (a)(iii) 款提供的停車位除用作該等特別條款分別訂明的用途外，不得用作任何其他用途，尤其是不得用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。

(b) (i) 除非署長同意採用不同比例，該地段內須按照已建或擬建於該地段上的一幢或多幢作非工業 (不包括私人住宅、寫字樓、倉庫、酒店及加油站) 用途的建築物或其部分的總樓面面積每 200 平方米或其部分提供 1 個停車位，以供停泊根據《道路交通條例》、其下的任何規例和任何修訂法例領有牌照的車輛，如根據本特別條款第 (b)(i) 款而須提供的停車位數目含有小數，則進位至下一個整數。

(ii) 就計算根據本特別條款第 (b)(i) 款提供的停車位數目，任何用作泊車及上落貨用途的樓面面積不計算在內。

(iii) 根據本特別條款第 (b)(i) 款提供 (可根據批地文件特別條款第 (28) 條規定更改) 的停車位，除用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上作上述條款訂明用途的一幢或多幢建築物或其部分的佔用人及其真正賓客、訪客或被邀請者的車輛外，不得用作任何其他用途，尤其不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。

(c) (i) 買方須按建築事務監督的規定和批准，在按本特別條款第 (a)(i)(I) 及 (b)(i) 款 (可分別按批地文件特別條款第 (28) 條規定更改) 及第 (a)(iii) 款提供的停車位中，保留及指定一定數目的停車位供《道路交通條例》、其下的任何規例或任何修訂法例界定的傷殘人士停泊車輛 (該等保留或指定的停車位以下簡稱「傷殘人士停車位」)，但是按本特別條款第 (a)(iii) 款提供的停車位中須至少保留及指定一個停車位作傷殘人士停車位，惟買方不能將所有按本特別條款第 (a)(iii) 款提供的停車位保留或指定為傷殘人士停車位。

(ii) 傷殘人士停車位除供《道路交通條例》、其下的任何規例或任何修訂法例界定的傷殘人士停泊屬於已建或擬建於該地段上的一幢或多幢建築物之住戶或佔用人及其真正賓客、訪客或被邀請者的車輛外，不得用作任何其他用途，尤其不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。

(d) (i) 除非署長同意採用不同比例，該地段內須按以下比例提供令署長滿意的停車位，以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照的電單車：

(I) 已建或擬建於該地段上的一幢或多幢建築物每 100 個住宅單位或其部分提供 1 個停車位 (以下簡稱「住宅電單車停車位」)，而就本第 (d)(i)(I) 款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一個住宅單位，及署長就何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力；及

(II) 按本特別條款第 (b)(i) 款規定 (可按批地文件特別條款第 (28) 款規定更改) 提供的停車位數目的 10%。

如根據本特別條款第 (d)(i)(I) 或 (d)(i)(II) 款提供的停車位數目含有小數位，則進位至下一個整數。

(ii) 住宅電單車停車位 (可按批地文件特別條款第 (28) 條規定更改) 除用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上的一幢或多幢建築物之住宅單位住戶及其真正賓客、訪客或被邀請者的電單車外，不得用作任何其他用途，尤其是不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。

(iii) 按本特別條款第 (d)(i)(II) 款 (可按批地文件特別條款第 (28) 條規定更改) 提供的停車位除用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例領有牌照，並屬於已建或擬建於該地段上作本特別條款第 (b)(i) 款訂明用途的一幢或多幢建築物或其部分之佔用人及其真正賓客、訪客或被邀請者的電單車外，不得用作任何其他用途，尤其是不可用作存放、展示或展覽汽車作出售或其他用途或提供汽車清潔及美容服務。

- (e) 該地段內須按每30個樓面面積少於70平方米住宅單位或其部分提供一個停車位或署長批准的其他比例，供作停泊屬於已建或擬建於該地段上的一幢或多幢建築物的住宅單位住客及其真正賓客、訪客或被邀請者的單車，使署長滿意。該等停車位(可根據批地文件特別條款第(28)條規定更改)不得作本第(e)款列明的用途以外的用途。如根據本特別條款第(e)款提供的停車位數目含有小數位，則進位至下一個整數。就本第(e)款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一個住宅單位，署長就何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力。
- (f) (i) 除傷殘人士停車位外，每個按本特別條款(a)(i)及(b)(i)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)款提供的停車位須為2.5米闊及5.0米長，最低淨空高度為2.4米。
- (ii) 每個傷殘人士停車位的尺寸須為建築事務監督所要求及批准的。
- (iii) 每個按本特別條款第(d)(i)款提供的停車位(可按批地文件特別條款第(28)條規定更改)的尺寸須為1.0米闊及2.4米長，最低淨空高度為2.4米或署長批准的其他最低淨空高度。
- (iv) 每個按本特別條款第(e)款提供的車位(可按批地文件特別條款第(28)條規定更改)須為經署長書面批准的尺寸。
- (g) 買方須：
- (i) 在2024年12月31日*或署長批准的其他日期或之前自費按機電工程署署長滿意的標準及設計，及在一切方面符合《建築物條例》和《電力條例》、其下各自的任何規例和任何修訂法例：
- (I) 在所有按本特別條款第(a)(i)、(b)及(d)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)及(c)款提供的停車位提供與安裝電動車輛的充電設施，包括但不限於固定電力裝置和安裝最終電路；及
- (II) 在按本特別條款第(a)(i)及(b)款(可分別按批地文件特別條款第(28)條規定更改)及第(a)(iii)及(c)款提供的停車位中不少於30%的停車位提供與安裝電動車輛中速充電器，包括本特別條款第(g)(i)(I)款提述的最終電路，使上述每個停車位至少配有一個電動車輛中速充電器；及
- (ii) 在批地文件授予的租契年期期間自費及以在一切方面使機電工程署署長滿意的方式維護、保養、維修及管理按本特別條款第(g)(i)(I)及(g)(i)(II)款要求提供與安裝的充電設備和電動車輛中速充電器，使其處於妥善維修及運作良好的狀態。
17. 批地文件特別條款第(27)條規定：
- (a) 該地段內須按以下比例提供令署長滿意的停車位供貨車上落貨物：
- (i) 按已建或擬建於該地段上的一幢或多幢建築物每800個住宅單位或其部分設置一個停車位或署長批准的其他比例，惟在該地段上已建或擬建的每座住宅單位大廈最少須設置一個上落貨停車位，該等上落貨停車位須位於每座住宅單位大廈旁邊或之內。如根據本第(a)(i)款提供的停車位數目含有小數位，則進位至下一個整數。就本第(a)(i)款而言，擬作單一家庭住所之用的獨立屋、半獨立屋或排屋不得視為一個住宅單位大廈，署長就何謂一座或多座住宅單位大廈、何謂獨立屋、半獨立屋或排屋和該房屋是否構成單一家庭住所或擬作單一家庭住所之用作出的決定為最終決定及對買方有約束力；及
- (ii) 已建或擬建於該地段上作非工業(不包括私人住宅、寫字樓、倉庫、酒店及加油站)用途的一幢或多幢建築物或其部分的總樓面面積的每800平方米或其部分設置1個上落貨停車位，惟須提供最1個上落貨停車位。

- (b) 每個按本特別條款第(a)(i)及(a)(ii)款(可分別按批地文件特別條款第(28)條規定更改)提供的停車位須為3.5米闊及11.0米長，最低淨空高度為4.7米。該等停車位除用作已建或擬建於該地段上的一幢或多幢建築物相關的貨車裝卸貨物外，不得作任何其他用途。
- (c) 就計算根據本特別條款第(a)(ii)款(可按批地文件特別條款第(28)條規定更改)提供的停車位數目，任何用於泊車、上落貨用途的樓面面積不計算在內。
18. 批地文件特別條款第(28)條規定：
- (a) 即使批地文件特別條款第(26)(a)(i)、(26)(b)(i)、(26)(d)(i)、(26)(e)、(27)(a)(i)及(27)(a)(ii)條另有規定，買方可以增加或減少上述特別條款要求提供的各停車位數目，幅度不超過5%，但是所增加或減少的總停車位數目不能超過50個。
- (b) 除了本特別條款第(a)款的規定外，買方可以額外增加或減少批地文件特別條款第(26)(a)(i)(I)及(26)(d)(i)(I)條要求提供的各停車位數目(本特別條款第(a)款所計算的停車位不計其中)，幅度不超過5%。

19. 批地文件特別條款第(29)條規定：

在該地段內按批地文件特別條款第(26)(a)(i)、(26)(b)(i)、(26)(d)(i)、(27)(a)(i)及(27)(a)(ii)條(可分別按批地文件特別條款第(28)條規定更改)及批地文件特別條款第(26)(a)(iii)及(26)(c)(i)條提供的停車位，除在該地段的地面水平以下提供外，不得在該地段的任何部分或在已建或擬建於該地段上的一幢或多幢建築物的任何部分提供。

20. 批地文件特別條款第(30)條規定：

- (a) 即使已按署長滿意的方式遵守和履行該等條款，住宅停車位及住宅電單車停車位不得：
- (i) 轉讓，除非：
- (I) 連同該地段的不分割份數連同獨家使用和佔用在該地段已建或擬建的一幢或多幢建築物之一個或多個住宅單位的權利一併轉讓；或
- (II) 受讓人已經持該有地段的不分割份數連同獨家使用和佔用該地段已建或擬建的一幢或多幢建築物之一個或多個住宅單位的權利；或
- (ii) 分租，除非租予已建或擬建於該地段上的一幢或多幢建築物內之住宅單位的住客
- 惟於任何情況下，不得向已建或擬建於該地段上的一幢或多幢建築物內任何一個住宅單位的業主轉讓或向已建或擬建於該地段上的一幢或多幢建築物內任何一個住宅單位的住客出租總共多過三個住宅停車位及住宅電單車停車位。
- (b) 即使本特別條款第(a)款另有規定，經署長的事先書面同意，買方可以將所有住宅停車位及住宅電單車停車位整體轉讓，惟僅可轉讓予買方的一個全資擁有的附屬公司。
- (c) 本特別條款第(a)款不適用於轉讓、分租、按揭或抵押整個該地段。
- (d) 本特別條款第(a)及(b)款不適用於傷殘人士停車位。

15 批地文件的摘要

SUMMARY OF LAND GRANT

21. 批地文件特別條款第(31)條規定：

按批地文件特別條款第(26)(e)及(27)(a)(i)條(可分別按批地文件特別條款第(28)條規定更改)及批地文件特別條款第(26)(a)(iii)條在該地段內提供的停車位及按批地文件特別條款第(26)(a)(i)(l)條(可按批地文件特別條款第(28)條規定更改)提供的傷殘人士停車位須指定為及構成公用地方之一部分。

22. 批地文件特別條款第(33)條規定：

除非獲署長事先書面同意，買方不得分割、移除或後移毗鄰或毗連該地段的任何政府土地或在任何政府土地上進行任何堆積、堆填或任何類型的斜坡整理工程，署長可全權酌情作出同意並施加其認為合適的任何條款及條件，包括以其可決定的地價批出額外的政府土地作為該地段的延伸。

23. 批地文件特別條款第(34)條規定：

(a) 如果任何土地存在或已經被分割、移除或後移或堆積或堆填或進行任何類型的斜坡整理工程，不論有否經署長事先書面同意，亦不論是在該地段內或任何政府土地內，旨在或關於構建、平整或開發該地段或其任何部分或買方按該等條款需要進行的任何其他工程或作任何其他用途，買方須自費進行與修建該等斜坡整理工程、護土牆或其他承托物、保護物、排水或附屬工程或今後成為必要的其他工程，以便保護與承托該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。買方須在批地文件授予的租契年期期間自費保養該土地、斜坡整理工程、護土牆或其他承托物、保護物、排水或附屬工程或其他工程，使其處於良好及修繕妥當的狀態，並使署長滿意。

(b) 本特別條件第(a)款不能影響該等條款、特別是批地文件特別條款第(33)條賦予政府的權利。

(c) 倘若因為任何構建、平整、開發或買方進行其他工程或因任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，買方須自費進行修復及彌補，使署長滿意。就上述塌方、山泥傾瀉或地陷所直接或間接造成或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。

(d) 除了批地文件規定對違反該等條款所提供的任何其他權利或濟助外，署長有權發出書面通知要求買方進行、修建及保養該土地、斜坡整理工程、護土牆或其他承托物、保護物及排水或附屬工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果買方不理會或未能在通知指定的時期內執行該通知要求，並使署長滿意，署長可立即執行與進行任何必要工程。買方須在被要求時償還政府因此產生的費用連同任何行政費及專業費用及開支。

24. 批地文件特別條款第(35)條規定：

未經署長事先書面批准，不得在該地段使用碎石機。

25. 批地文件特別條款第(36)條規定：

如果在發展或重新發展該地段或其任何部分時已安裝預應力地錨，買方須自費在預應力地錨的服務年限期間定期保養與檢查預應力地錨，使署長滿意，並在署長可不時全權酌情要求時提供上述所有檢驗工程的報告和資料給署長。如果買方不理會或未能進行上述要求的檢驗工程，署長可立即執行與進行上述檢驗工程，買方須在被要求時償還政府因此產生的費用。

26. 批地文件特別條款第(37)條規定：

(a) 倘若從該地段或其他受發展該地段所影響的區域的泥土、廢土、瓦礫、建築廢料或建築物料(以下簡稱「該等廢料」)侵蝕、沖洗或傾倒到公眾巷徑或道路上或路旁暗渠、前濱或海床、污水渠、雨水渠或明渠或其他政府財產(以下簡稱「政府財產」)，買方須自費清理該等廢料並修復對政府財產造成的任何損壞。就上述侵蝕、沖洗或傾倒對私人財產造成的任何損壞或滋擾而直接或間接造成或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須向政府作出彌償並使其獲得彌償。

(b) 即使本特別條款第(a)款另有規定，署長可以(但沒有義務)應買方要求清理該等廢料和修復對政府財產造成的損壞，買方須在被要求時向政府支付因此產生的費用。

27. 批地文件特別條款第(38)條規定：

買方須在任何時候，特別是在進行建築、保養、翻新或維修工程(以下簡稱「該等工程」)期間，採取或促使他人採取一切適當及充分的謹慎、技巧及預防措施，以避免對該地段、黃色範圍、黃色間黑斜線範圍或其任何部分之間、之上、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(以下統稱「該等服務設施」)造成任何損害、干擾或阻礙。買方在進行任何該等工程之前須進行或促使他人進行適當的搜索及必要的查詢，確定該等服務設施的位置和水平，及須就如何處理或會受該等工程影響之任何該等服務設施向署長提交建議書，供其就各方面審批，但必須在取得署長對該等工程及上述建議書作出的書面批准後才能進行任何工程。買方須履行署長於批出上述批准時對該等服務設施的任何要求和承擔因此而支出的費用，包括所需的改道、重鋪或修復的費用。買方必須自費在一切方面維修、彌補及修復因進行該等工程對該地段、黃色範圍、黃色間黑斜線範圍或其任何部分或任何該等服務設施造成的任何形式的損壞、干擾或阻礙(除非署長另作選擇，否則明渠、污水渠、雨水渠或總水管的修復須由署長進行，買方須應要求時向政府支付上述工程的費用)，使署長滿意。如果買方未能對該地段、黃色範圍、黃色間黑斜線範圍或其任何部分或任何該等服務設施進行上述必要的改道、重鋪、維修、彌補及修復工程，並使署長滿意，署長可進行其認為必要的改道、重鋪、維修、彌補或修復工程，買方須在被要求時向政府支付上述工程的費用。

28. 批地文件特別條款第(39)條規定：

(a) 買方須自費建造與保養該地段邊界內或政府土地內署長認為必要的的排水渠及渠道，使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠。就對上述暴雨或雨水造成的任何損壞或滋擾而直接或間接造成或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序，買方須自行負責並向政府作出彌償及使其獲得彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如鋪設及運作)的工程可由署長進行，但署長毋須就因此產生的任何損失或損害對買方負責。買方須在被要求時向政府支付該等連接工程的費用。此外，上述連接工程亦可由買方自費進行，使署長滿意。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由買方自費保養，買方須應要求將其移交給政府，由政府出資負責其後的保養。買方須在被要求時向政府支付有關上述連接工程的技術檢查費用。若買方未能保養上述連接工程中在政府土地內修建的任何一段，署長可進行其認為所需的該等保養工程，買方須在被要求時向政府支付該等工程的費用。

29. 批地文件特別條款第(42)條規定：

不得在該地段搭建或建造墳墓或骨灰龕，亦不得在其內或其上用陶瓶、骨灰甕或其他形式埋葬或存放任何人類遺骸或動物遺骸。

30. 批地文件特別條款第 (43) 條規定：

- (a) 買方須在 2024 年 12 月 31 日 * 或署長批准的其他日期或之前，在一切方面使水務監督滿意並自費：
- (i) 向水務監督提交或促使他人提交一份在該地段或其任何部分提供及安裝自動讀錶系統（以下簡稱「AMR」）外站之建議書，以供水務監督書面審批，該建議書須載有（除其他資料外）水務監督所要求的資料及詳情，包括但不限於一份顯示擬按本特別條款第 (a)(ii) 款提供及安裝之 AMR 外站位置之佈局圖、組成 AMR 外站之 AMR 設備的編排和相關詳情及指定放置 AMR 設備之範圍或空間；及
 - (ii) 為所有 AMR 水錶提供及安裝水務監督按本特別條款第 (a)(i) 款批准的 AMR 外站（以下簡稱「AMR 外站」），包括為個別用戶提供食水供應的水錶、食水供應、沖廁水供應及消防供水的總水錶或檢測水錶，及水務監督全權酌情要求或批准的其他供水設施的額外水錶，為免存疑，即包括：
 - (I) 必需之電線管及電線；
 - (II) 安裝 AMR 設備之 AMR 錶板；及
 - (III) 其他設施及相關設備。

就本第 (a)(ii) 款而言，「用戶」須按《水務設施條例》、其下的任何規例及任何修訂法例中的定義。

- (b) 在水務監督批准本特別條款第 (a)(i) 款提述的建議書前，買方不得開展任何提供與安裝 AMR 外站的工程。
- (c) 買方須在批地文件授予的租契年期期間自費維護、保養、維修及管理 AMR 外站，使其處於妥善維修及運作良好的狀態，在一切方面使水務監督滿意，直至按本特別條款第 (g) 款將其交付予水務監督。
- (d) 水務監督有絕對酌情權在任何時候向買方發出書面通知，要求買方拆除或移走在指定作安置 AMR 外站的區域或地方以上、之上或之下放置或於其上或其內堆積的物件或材料和水務監督認為（其決定為最終決定及對買方有約束力）阻止或妨礙安置、操作及保養 AMR 外站的該等物件或材料。買方須在收到該書面通知後於書面通知指明的期限內自費拆除或移走該等物件或材料，以及修復與維修受上述拆除或移走所影響的區域或地方，在一切方面使水務監督滿意。
- (e) 倘若買方沒有履行其在本特別條款下的任何責任，水務監督可進行必要之工程，費用由買方承擔，買方須在被要求時向水務監督支付一筆相等於上述費用的金額，該金額由水務監督決定，其決定為最終決定及對買方有約束力。
- (f) 買方須在批地文件授予的租契年期期間之所有時候允許水務監督及其人員、承辦商、代理人、工人及水務監督授權的任何人士攜同或不攜同工具、設備、機械、機器或車輛，有權自由及不受限制地進出、往返及經過該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物，旨在：
 - (i) 視察與檢驗按本特別條款第 (a)(ii)、(c) 及 (d) 款進行的任何工程；
 - (ii) 按本特別條款第 (e) 款進行任何工程；及
 - (iii) 在按本特別條款第 (g) 款把交付 AMR 外站予水務監督後，視察、操作、保養、維修、翻新、移除、更換及重新發展 AMR 外站。
- (g) 買方須在被水務監督要求時及於水務監督訂明之時間內將 AMR 外站交付予水務監督，而水務監督無需支付任何費用或賠償，惟水務監督沒有責任應買方的要求接管 AMR 外站，但水務監督可在其絕對酌情認為合適時接管 AMR 外站。

- (h) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款第 (a)(ii)、(c)、(d) 及 (f) 款的責任或進行本特別條款第 (e) 款的工程或政府、水務監督及其人員、承辦商、代理人、工人及水務監督授權的任何人士行使本特別條款第 (f) 款賦予的任何權利引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。
- (i) 買方須就提供、安裝、維修、保養及管理 AMR 外站或按本特別條款第 (e) 款進行的工程直接或間接產生或有關之一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序向政府彌償並使其獲得彌償。
- (j) 就本特別條款第 (a)、(b)、(c) 及 (g) 款而言，「買方」一詞不包括其受讓人。

31. 批地文件特別條款第 (44) 條規定：

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

32. 特別條款第 (45) 條規定：

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

- (a) 買方須按建築事務監督批准的圖則自費設計、搭建及建造隔音屏障，在一切方面符合《建築物條例》、其下的任何規例及任何修訂法例；
- (b) 不得在毗連該地段的任何政府土地之上、上面或之下為隔音屏障豎設地基或承托物；
- (c) 未經署長的事先書面批准，不得在隔音屏障或其任何部分之處或之上作出任何更改、增建、更換或附加裝置；
- (d) 買方須在所有時候自費維護、保養及維修隔音屏障或（如獲署長批准）任何替代物，使其保持良好及修繕妥當的狀態，在一切方面使署長滿意。如因按本特別條款進行任何工程需要實施臨時交通封路或改道，開展工程前必須就臨時交通安排獲得運輸署署長的書面批准；
- (e) 隔音屏障不得用作隔音屏障以外的任何其他用途。未經署長的事先書面同意，買方不得使用或容許或允許他人使用隔音屏障或其任何部分張貼廣告或展示任何招牌、告示或海報；

- (f) 經署長事先書面批准，買方、其承辦商、代理人、工人及任何買方授權的其他人士可獲准攜同或不攜同工具、設備、機械、機器或車輛進入毗連該地段的政府土地，按照本特別條款進行伸越至毗連政府土地上之隔音屏障部分之工程；
- (g) 買方須在所有時候採取必要的預防措施，避免因隔音屏障或其任何部分的搭建、建造、存在、維修、保養、更改、加建、更換、附加、使用、拆卸或移除而對任何毗連該地段及隔音屏障之政府土地或進入或使用毗連該地段及隔音屏障的政府土地之任何人士或車輛造成任何損害或損傷；
- (h) 署長有權在任何時候絕對酌情決定向買方發出書面通知，要求買方在收到該書面通知後及在通知日起的六個曆月內拆卸與移除伸展至政府土地的隔音屏障部分，不能設置任何替代物。當收到該書面通知，買方須在上述書面通知指定的期限內自費拆卸與移除上述隔音屏障部分，在一切方面使署長滿意；
- (i) 倘若買方未能履行本特別條款下的責任，署長可進行所需工程及買方須應要求向署長支付相等於該等工程費用的金額，該金額由署長決定，署長的決定為最終決定並對買方有約束力；
- (j) 買方須在所有時候允許署長、其人員、承辦商、工人及任何署長授權的其他人士攜同或不攜同工具、設備、機械、機器或車輛自由和不受限制地進出、往返及經過該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物，以視察、檢查和監督按本特別條款第(a)、(d)及(h)款規定進行的任何工程及進行本特別條款第(i)款的任何工程或任何署長認為必要的其他工程；
- (k) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任、署長行使本特別條款第(j)款的進入權利或進行本特別條款第(i)款的任何工程或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償；
- (l) 買方須就買方履行本特別條款的責任或進行本特別條款第(i)款的任何工程直接或間接所引致或與之有關的一切責任、索償、損失、損害、開支、收費、費用、要求、訴訟及法律程序向政府作出彌償及使其獲得彌償。
33. 特別條款第(46)條規定：
- (a) 買方須於批地文件之日起的六個曆月或署長批准的其他期限內，自費向環境保護署署長提交或促使他人提交一份發展該地段的空氣質素影響評估(以下簡稱「空氣質素影響評估」)以供其書面審批，一切方面使環境保護署署長滿意。空氣質素影響評估須載有(除其他事項外)環境保護署署長要求的資料及詳情，包括但不限於與所有來自附近源頭對空氣質素的負面影響例如附近道路的汽車排放及緩解措施、改善工程及其他措施及工程的建議，以符合《空氣污染管制條例》、其下的任何規例及任何修訂法例規定的空氣質素指標。
- (b) 買方須自費並於環境保護署署長訂明的期限內進行及實施經環境保護署署長批准的空氣質素影響評估所載的建議，在一切方面使環境保護署署長滿意。
- (c) 空氣質素影響評估獲環境保護署署長書面批准前，不得在該地段或其任何部分展開任何工程(批地文件特別條款第(1)(b)條提述的拆卸及移除工程、地盤平整工程及土地勘測除外)。
- (d) 為免存疑及在不影響批地文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意買方須獨自負責並自費進行及實施經環境保護署署長批核的空氣質素影響評估所載的建議，在一切方面使環境保護署署長滿意。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

34. 特別條款第(47)條規定：

- (a) 買方須在批地文件之日起的六個曆月或署長批准的其他期限內，自費向環境保護署署長提交或促使他人提交一份發展該地段的排污影響評估(以下簡稱「排污影響評估」)以供其書面審批，在一切方面使環境保護署署長滿意。排污影響評估須載有(除其他事項外)環境保護署署長要求的資料及詳情，包括但不限於所有因發展該地段可能引起的不利的排污影響及緩解措施、改善工程及其他措施及工程的建議。
- (b) 買方須自費並於環境保護署署長指定的期限內進行及實施經環境保護署署長批准的排水影響評估所載的建議，在一切方面使環境保護署署長及渠務署署長滿意。
- (c) 排污影響評估的技術方面須由香港工程師學會會員以土木工程為專業學科或特許土木工程師負責。
- (d) 排污影響評估獲環境保護署署長書面批准前，不得在該地段或其任何部分展開任何建築工程(批地文件特別條款第(1)(b)條提述的拆卸及移除工程、地盤平整工程及土地勘測除外)。
- (e) 為免存疑及在不影響批地文件一般條款第5條的一般適用範圍下，買方特此明文承認及同意買方須獨自負責並自費進行及實施經環境保護署署長批准的排污影響評估所載的建議，在一切方面使環境保護署署長及渠務署署長滿意。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因買方履行本特別條款的責任或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

35. 特別條款第(48)條規定：

買方須在批地文件授予的租契年期期間，於收到政府的書面通知時允許政府及其員工、承辦商、代理人、工人及政府授權的任何人士攜同或不攜同工具、設備、機器、機械或汽車，讓所有政府車輛及行人有權自由及不受限制地進出、往返及經過粉紅色加黑斜線及黑點範圍，以視察、檢查及保養可能在該地段附近興建的環保連接系統。政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因政府、其人員、承辦商、代理人、工人及政府授權的任何人士行使本特別條款的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

36. 特別條款第(49)條規定：

- (a) 買方特此承認在批地文件之日於毗連該地段的擬建道路D3下的地層由一部分現存的啟德發展區區域供冷系統設施所佔用，包括但不限於海水泵房及海水溝渠(以下簡稱「地下區域供冷系統設施」)。
- (b) 受限於本特別條款第(e)款，除非獲得到機電工程署署長事先書面批准(機電工程署署長可以其絕對酌情權就該批准附加其認為合適的條款及條件或拒絕批准)，不得在香港主水平基準以上3.35米和香港主水平基準以下17.85米之間及於批地文件夾附的圖則上顯示並標明的A點和B點之間離粉紅色加黑斜線加黑點範圍的邊界線起1.5米內位置到紅色虛線之地下區域供冷系統設施的保護區域(以下簡稱「保護區域」)上、上方、之上、下方、之下或之內豎立或建造或設置任何建築物或構築物或任何建築物或構築物的承托物。倘若機電工程署署長要求，買方須自費及在機電工程署署長指定的期限內或應其要求的緊急情況下，移除或拆卸所有或任何於保護區域上、上方、之上、下方、之下或之內豎立或建造或設置的建築物或構築物或任何建築物或構築物的承托物，並於其後修復受該等拆卸或移除工程影響的保護區域，在一切方面使機電工程署署長滿意。如果買方在機電工程署署長規定的時限內或應其要求的緊急情況下未能進行該等移除、拆卸或修復工程，機電工程署署長可進行其認為必要的移除、拆卸或修復工程，而買方須應要求向政府支付該等工程的費用。

- (c) 買方須於批地文件授予的租契年期期間之所有時候允許機電工程署署長及其人員、承辦商、代理人、工人及機電工程署署長授權的任何人士攜同或不攜同工具、設備、機器、機械或車輛，有權自由及不受限制地進出、往返及經過該地段或其任何部分及已建或擬建於該地段上的一幢或多幢建築物，以進行任何與地下區域供冷系統設施有關的工程。
- (d) 買方不得以任何方式干擾地下區域供冷系統設施的使用、運作及保養，政府就任何機電工程署署長認為(機電工程署署長作出的決定為最終決定及對買方有約束力)是由買方、其承辦商、代理人、工人或買方授權的任何人士對地下區域供冷系統設施或其任何部分造成的損害或阻礙將予以修復，費用一概由買方負責，買方須應要求向政府支付相等於該費用的金額，支付金額由機電工程署署長決定，其決定為最終決定及對買方有約束力。
- (e) 經機電工程署署長書面批准，買方可以在保護區域上、下方、之下或之內挖掘及鋪設和保養其中的地腳及地基，不論是以混凝土、鋼、磚、石或其他材料所建造，惟前提是機電工程署署長信納該等工程不會影響或干擾地下區域供冷系統設施或其任何部分。
- (f) 政府毋須就任何對買方或任何其他人士所造成或蒙受的損失、損害、滋擾或干擾承擔任何責任或法律責任，不論該等損失、損害、滋擾或干擾是否因機電工程署署長及其人員、承辦商、代理人、工人及機電工程署署長授權的任何人士行使本特別條款的權利或其他原因而引起或附帶引起的，買方亦不得就任何該等損失、損害、滋擾或干擾向政府提出索償。

備註：

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

備註：按照地政總署九龍東區地政處於2020年11月9日發出的信函：

- (a) 批地文件特別條款第(2)(a)(i)及(2)(g)(iv)條中提及的日期已更改為2023年6月30日；及
- (b) 批地文件特別條款第(5)、(10)(a)、(10)(b)、(10)(c)、(10)(d)、(11)(a)(i)、(11)(c)、(13)(b)、(14)(b)、(26)(g)(i)及(43)(a)條中提及的日期已更改為2025年6月30日。

1. The development is constructed on New Kowloon Inland Lot No.6552 ("the lot") which is held under the Agreement and Conditions of Sale dated 4th June 2019 registered in the Land Registry as Conditions of Sale No.20343 ("the Land Grant").
2. The lot is granted for a term of 50 years commencing from 4th June 2019.
3. General Condition No.7 of the Land Grant stipulates that:
 - (a) The Purchaser shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design, disposition and height and any approved building plans without variation or modification thereto; and
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
 - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof, the Purchaser shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid, the Purchaser shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
4. Special Condition No.(2) of the Land Grant stipulates that:
 - (a) (i) The Purchaser shall on or before the 31st day of December, 2022* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, lay, form, erect, construct, provide and landscape a promenade within the Yellow Areas (as defined in the Land Grant) and the Yellow Hatched Black Area (as defined in the Land Grant) in a good workmanlike manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with the Technical Schedules marked "Technical Schedule for the Yellow Areas and the Yellow Hatched Black Area" and "Technical Schedule for the Building Works" annexed to the Land Grant (hereinafter collectively referred to as "the Technical Schedules"), the plans approved under sub-clause (b) of this Special Condition and the approved Landscape Master Plan (as defined in Special Condition No.(4)(a) of the Land Grant). The Purchaser shall provide a public pedestrian access with a width of 4.5 metres within the Yellow Hatched Black Area as a dedicated pedestrian zone. For the avoidance of doubt, the Yellow Areas do not include any seawall.
 - (ii) For the purpose of this Special Condition, the decision of the Director as to whether and when the works referred to in sub-clause (a)(i) of this Special Condition have been completed in accordance with sub-clause (a)(i) of this Special Condition shall be final and binding on the Purchaser.
- (b) (i) The Purchaser shall at his own expense submit or cause to be submitted to the Director for his written approval the plans of the Yellow Areas and the Yellow Hatched Black Area, which shall include details and information as to the level, position, alignment and design of the Yellow Areas and the Yellow Hatched Black Area and such other details and information as the Director may require.
 - (ii) No amendment, variation, alteration, modification or substitution to the approved plans of the Yellow Areas and the Yellow Hatched Black Area shall be made by the Purchaser except with the prior written approval of the Director.
 - (iii) Any amendment, variation, alteration, modification or substitution by the Purchaser as approved by the Director under sub-clause (b)(ii) of this Special Condition shall be deemed to be incorporated into the approved plans of the Yellow Areas and the Yellow Hatched Black Area and form part thereof.
 - (iv) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on or within the Yellow Areas and the Yellow Hatched Black Area unless and until the plans referred to in sub-clause (b)(i) of this Special Condition shall have been approved by the Director. For the purpose of these Conditions, "building works", "site formation works" and "ground investigation" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
- (c) (i) The Purchaser shall not alter, demolish or damage the existing seawall adjoining the Yellow Areas or carry out any works which may alter, damage or adversely affect the seawall or any part or parts thereof and the decision of the Director as to whether any works will alter, damage or adversely affect the seawall shall be final and binding on the Purchaser.
 - (ii) The maximum superimposed load within 10 metres from and behind the copeline of the seawall shall not exceed 10 kilonewtons per square metre.
 - (iii) No form of percussive piling shall be used within 15 metres from the copeline of the seawall.
- (d) The Purchaser shall, upon completion of the works referred to in sub-clause (a)(i) of this Special Condition, while he is in possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof, at his own expense and in all respects to the satisfaction of the Director, uphold, manage, repair and maintain the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof and everything forming a portion of or pertaining to any of them in good and substantial repair and condition until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with sub-clause (g)(iv) of this Special Condition.
- (e) In the event of non-fulfilment of the Purchaser's obligations under Special Condition No.(1)(b) of the Land Grant and sub-clauses (a)(i) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser.
- (f) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under Special Condition No.(1)(b) of the Land Grant and sub-clauses (a)(i) or (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) For the purpose only of carrying out the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant and the works specified in sub-clauses (a)(i) and (d) of this Special Condition, the Purchaser shall be granted possession of the Yellow Areas and the Yellow Hatched Black Area on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March, 2020.

- (ii) The Government shall have no responsibility or liability in respect of any loss or damage whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the deferred possession of the Yellow Areas and the Yellow Hatched Black Area or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss or damage.
- (iii) The Purchaser shall accept the Yellow Areas and the Yellow Hatched Black Area in such state and condition and with such trees, structures and foundations as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given to the Purchaser, and hereby agrees not to make any claims whatsoever against the Government in respect thereof.
- (iv) The Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Director may at his sole discretion specify or require shall be re-delivered by the Purchaser to the Government on demand on or before the 31st day of December, 2022* or such other date as may be approved by the Director 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.
- (h) The Purchaser shall not without the prior written consent of the Director use the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of storage or parking of vehicles or for the erection of any temporary structure or for any purposes other than the carrying out of the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, the works specified in sub-clauses (a)(i) and (d) of this Special Condition and the purposes specified in sub-clause (i)(ii) of this Special Condition.
- (i) (i) The Purchaser shall at all reasonable times while he is in possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof:
 - (I) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(1)(b) of the Land Grant, sub-clauses (a)(i) and (d) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (e) of this Special Condition and any other works which the Director may consider necessary in the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof;
 - (II) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the Government, the Director or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises and the carrying out of works in connection with the underground pipework of the Kai Tak District Cooling System below the Yellow Areas and the Yellow Hatched Black Area, and the Purchaser shall co-operate fully with the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; and
- (III) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot, the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof.
- (ii) Without prejudice to the generality of sub-clause (a)(i) of this Special Condition, the Purchaser shall while he is in possession of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof:
 - (I) at all times at the Purchaser's own expense and in all respects to the satisfaction of the Director of Fire Services:
 - (A) manage and maintain the emergency vehicular access as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given within the area enclosed by a purple peck line shown for identification purpose on the plan annexed to the Land Grant (hereinafter referred to as "the EVA"), provide adequate lighting and keep the EVA free from obstruction for the passage of fire services appliances and fire services personnel to and from the fireboat berth cum public landing steps shown and marked "Fireboat berth cum public landing steps" on the plan annexed to the Land Grant (hereinafter referred to as "the Fireboat Berth cum Public Landing Steps") and the adjoining hard paved area to be designated by the Director of Fire Services as a rescue area on the Government land adjoining the Yellow Areas and the Yellow Hatched Black Area; and
 - (B) permit the fire services appliances and fire services personnel free and uninterrupted use of the EVA for the purpose of gaining access to and from the Fireboat Berth cum Public Landing Steps and the hard paved area referred to in sub-clause (i)(ii)(I)(A) of this Special Condition;
 - (II) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director at all times with or without notice to enter upon the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof for the purposes of inspecting, operating, renewing, modifying, repairing and maintaining the Fireboat Berth cum Public Landing Steps;
 - (III) permit all members of the public to use the public pedestrian access with a minimum width of 3 metres within the EVA as existing on the date on which possession of the Yellow Areas and the Yellow Hatched Black Area is given to the Purchaser at all reasonable times on foot or by wheelchair for all lawful purposes free of charge without any interruption and ensure that such public pedestrian access shall not be interfered with or obstructed by the carrying out of the demolition or removal works referred to in Special Condition No.(1)(b) of the Land Grant or the works under sub-clauses (a)(i) or (d) of this Special Condition or otherwise; and
 - (IV) permit the Government, the Director and his officers, contractors, agents, workmen and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the Yellow Areas and the Yellow Hatched Black Area for the purpose of inspecting, checking, repairing and carrying out any works in relation to the pier adjacent to the Yellow Areas shown and marked "Pier" on the plan annexed to the Land Grant.

- (iii) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen, the officers of the Water Authority, fire services personnel and any persons or public utility companies duly authorized under sub-clauses (i)(i) or (i)(ii) of this Special Condition or otherwise.
 - (j) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and all health problems of any trees, shrubs or other plants within the Yellow Areas and the Yellow Hatched Black Area including defects, disorders and such other factors or causes which may affect the health of such trees, shrubs or other plants (which health problems are hereinafter referred to as "Trees' Health Problems"):
 - (i) which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof; and
 - (ii) which shall occur or become apparent within a period of 12 calendar months after the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof (hereinafter referred to as "the Defects Liability and Plant Establishment Period").
 - (k) Whenever required by the Director, the Purchaser shall at the Purchaser's own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which shall occur or become apparent within the Defects Liability and Plant Establishment Period. In addition to the foregoing, the Purchaser shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director, make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works on the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof.
 - (l) In the event that due to any Trees' Health Problems which may exist at the date(s) of re-delivery of possession by the Purchaser of the Yellow Areas and the Yellow Hatched Black Area or any part or parts thereof, any trees, shrubs or other plants within the Yellow Areas and the Yellow Hatched Black Area have not grown or developed within the Defects Liability and Plant Establishment Period to a state and condition to the satisfaction of the Director, the Purchaser shall, if so required by the Director, at the Purchaser's own expense and within such time and to such standard and in such manner as may be specified by the Director, carry out replanting, landscaping works, tree maintenance measures or any other measures in all respects to the satisfaction of the Director.
 - (m) The Director will, shortly before the expiry of the Defects Liability and Plant Establishment Period, cause an inspection to be carried out in respect of the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident. The Director reserves the right to serve upon the Purchaser within 14 days after the expiry of the Defects Liability and Plant Establishment Period, a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works and any Trees' Health Problems which may be evident within the Yellow Areas and the Yellow Hatched Black Area and everything forming a portion thereof or pertaining thereto and the Purchaser shall at his own expense cause all necessary works and measures to be carried out (including replanting, landscaping works, tree maintenance measures and any other measures specified in sub-clause (l) of this Special Condition) so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director.
 - (n) If the Purchaser shall fail to carry out any of the works referred to in sub-clauses (k), (l) and (m) of this Special Condition, then any such works may be carried out by the Government and all costs and charges incurred in connection therewith by the Government as certified by the Director (whose decision shall be final and binding on the Purchaser) shall on demand be paid by the Purchaser.
 - (o) For the purpose of this Special Condition only, the expression "Purchaser" shall exclude his assigns.
5. Special Condition No.(4) of the Land Grant stipulates that:
- (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the Yellow Areas and the Yellow Hatched Black Area (hereinafter referred to as "Landscape Master Plan") in compliance with the requirements stipulated in sub-clauses (b) and (c) of this Special Condition. No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the Yellow Areas and the Yellow Hatched Black Area until the Landscape Master Plan has been approved in writing by the Director and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No.(7) of the Land Grant.
 - (b) The Landscape Master Plan shall be at a scale of 1:200 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director may require.
 - (c) Not less than 36% of the Yellow Areas and the Yellow Hatched Black Area shall be planted with trees, shrubs or other plants. The decision of the Director on which landscaping works proposed by the Purchaser constitute the 36% referred to in this sub-clause (c) shall be final and binding on the Purchaser. The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants. For the avoidance of doubt, the landscaping works provided under this sub-clause (c) shall not form part of the Greenery Area referred to in Special Condition No.(8)(b)(ii) of the Land Grant.
 - (d) The Purchaser shall at his own expense landscape the Yellow Areas and the Yellow Hatched Black Area in accordance with the approved Landscape Master Plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved Landscape Master Plan shall be made without the prior written consent of the Director.
 - (e) Without prejudice to the generality of Special Condition No.(2)(d) of the Land Grant, the Purchaser shall at his own expense keep and maintain the landscaping works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director until such time as possession of the whole of the Yellow Areas and the Yellow Hatched Black Area has been re-delivered to the Government in accordance with Special Condition No.(2)(g)(iv) of the Land Grant.

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

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2024*.

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

- (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding office, godown, hotel and petrol filling station) purposes.
- (b) Other than the First Pedestrian Walkway (as defined in Special Condition No.(10)(b) of the Land Grant), any building or buildings erected or to be erected on the area shown coloured pink on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Area”) shall not be used for any purpose other than for private residential purposes.

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

No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

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

- (a) The Purchaser shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot (hereinafter referred to as “the Landscape Plan for the Lot”) in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b)
 - (i) Not less than 30% of the area of the lot shall be planted with trees, shrubs or other plants.
 - (ii) Not less than 66% of the 30% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as “the Greenery Area”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.
 - (iii) Without prejudice to sub-clause (b)(ii) of this Special Condition, the Greenery Area or any part or parts thereof shall be provided within such portions of the areas shown coloured pink hatched black and pink hatched black stippled black on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Hatched Black Areas” and “the Pink Hatched Black Stippled Black Area” respectively) located within 3 metres from the boundary of the lot between the points B and C shown and marked on the plan annexed to the Land Grant.
 - (iv) Not less than 20% of the roof area of any building or buildings erected or to be erected on the lot shall form part of the 30% referred to in sub-clause (b)(i) of this Special Condition.
 - (v) The decision of the Director as to which landscaping works proposed by the Purchaser constitute the 30% referred to in sub-clause (b)(i) of this Special Condition, whether the provision of the Greenery Area has been complied with in accordance with sub-clause (b)(ii) of this Special Condition and which area constitutes the roof area of any building or buildings referred to in sub-clause (b)(iv) of this Special Condition shall be final and binding on the Purchaser.

- (vi) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.

- (c) The Purchaser shall at his own expense landscape the lot in accordance with the approved Landscape Plan for the Lot in all respects to the satisfaction of the Director, and no amendment, variation, alteration, modification or substitution of the approved Landscape Plan for the Lot shall be made without the prior written consent of the Director.

- (d) The Purchaser shall thereafter at his own expense maintain and keep the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(23)(a)(v) of the Land Grant.

10. Special Condition No.(9)(a)(iii) of the Land Grant stipulates that:

The total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 35,740 square metres and shall not exceed 59,566 square metres provided that:

- (I) the total gross floor area of any building or buildings erected or to be erected on the area shown coloured pink rippled black on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Rippled Black Area”) for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes shall not be less than 977 square metres;
- (II) the total gross floor area of any building or buildings erected or to be erected on the area shown coloured pink cross-hatched black on the plan annexed to the Land Grant (hereinafter referred to as “the Pink Cross-hatched Black Area”) for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes shall not be less than 977 square metres; and
- (III) the total gross floor area of any building or buildings erected or to be erected on the lot for private residential purposes shall not exceed 57,612 square metres.

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

- (a) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser’s own expense and in all respects to the satisfaction of the Director construct and provide:
 - (i) one single storey covered footbridge link at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director above the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area or any part of any of them (hereinafter referred to as “the Footbridge Link”) so as to link up the Covered Footbridge (as defined in Special Condition No.(11)(a)(i) of the Land Grant) and the First Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition). The Footbridge Link shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion shall require or approve and shall have a total width of 5 metres, a minimum clear internal width of 3 metres and a minimum clear internal headroom of 2.6 metres. No permanent column or other supporting structure shall be constructed on any Government land; and

- (ii) within the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area or in the building or buildings to be erected on the lot supports and connections to such specifications and at such points and at such levels as shall be required or approved by the Director for the Footbridge Link so that the construction of the Footbridge Link can be carried out thereon and that pedestrian access can be gained over the Footbridge Link to and from the Covered Footbridge (as defined in Special Condition No.(11)(a)(i) of the Land Grant) and the First Pedestrian Walkway (as defined in sub-clause (b) of this Special Condition).
 - (b) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director provide within the Pink Area a pedestrian walkway at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director with a minimum clear internal width of 3 metres at such positions, in such manner and to such standards, levels, alignments and designs as the Director shall require or approve so as to link up the Footbridge Link and the Second Pedestrian Walkway (as defined in sub-clause (c) of this Special Condition) in the shortest possible route (hereinafter referred to as "the First Pedestrian Walkway").
 - (c) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director provide within the Pink Rippled Black Area a pedestrian walkway with a minimum clear internal width of 3 metres at such positions, in such manner and to such standards, levels, alignments and designs as the Director shall require or approve so as to link up the First Pedestrian Walkway via the Lift and Escalators (as defined in sub-clause (d) of this Special Condition), the ground level of the lot and the proposed road shown and marked "Proposed Road L12A" on the plan annexed to the Land Grant (hereinafter referred to as "the Proposed Road L12A") in the shortest possible route (hereinafter referred to as "the Second Pedestrian Walkway"). For the purpose of this sub-clause (c), the decision of the Director as to what constitutes the ground level of the lot shall be final and binding on the Purchaser.
 - (d) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director provide a lift and escalators (in up and down directions) in the location shown and marked "LIFT AND ESCALATORS" on the plan annexed to the Land Grant (which location is indicative only and may be varied subject to the prior written approval of the Director) within a building erected or to be erected on the Pink Rippled Black Area, such building being a building referred to in Special Condition No.(9)(a)(vi) of the Land Grant or such part of building referred to in Special Condition No.(9)(a)(vii) of the Land Grant, so as to link up the First Pedestrian Walkway, the Second Pedestrian Walkway and the Proposed Road L12A (hereinafter referred to as "the Lift and Escalators").
 - (e) The Purchaser shall throughout the term agreed to be granted by the Land Grant keep the First Pedestrian Walkway, the Second Pedestrian Walkway, the Footbridge Link and the Lift and Escalators open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.
 - (f) (i) In the event of any redevelopment of the lot or any part thereof whereby the First Pedestrian Walkway, the Second Pedestrian Walkway, the Footbridge Link and the Lift and Escalators or any part or parts thereof are required to be removed or demolished, the Purchaser shall if required by the Director, within such time limit as shall be laid down by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new first pedestrian walkway, new second pedestrian walkway, new footbridge link and new lift and escalators or a part or parts thereof with such designs, materials, specifications and standards and at such widths, headrooms, levels, heights and positions as the Director may in his sole discretion approve or require.
 - (ii) In the event that any new first pedestrian walkway, new second pedestrian walkway, new footbridge link and new lift and escalators are required to be constructed under sub-clause (f)(i) of this Special Condition, all references to "the First Pedestrian Walkway", "the Second Pedestrian Walkway", "the Footbridge Link" and "the Lift and Escalators" in this Special Condition and Special Conditions Nos. (6)(b), (11), (12), (14)(a)(iii), (21)(a)(i) and (41)(e)(vii) of the Land Grant shall be deemed to refer to the said new first pedestrian walkway, new second pedestrian walkway, new footbridge link and new lift and escalators.
12. Special Conditions Nos.(11)(a), (11)(b), (11)(c), (11)(e), (11)(f), (11)(g), (11)(h), (11)(i), (11)(l) and (11)(m) of the Land Grant stipulate that:
- (a) (i) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director construct and provide one single storey covered footbridge together with such supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) as shall be required or approved by the Director at 13 metres above the Hong Kong Principal Datum or such other level as may be approved or required by the Director in the approximate position shown and marked "PROP. FB" on the plan annexed to the Land Grant (hereinafter referred to as "the Covered Footbridge"), so as to link up the Footbridge Link and the elevated landscaped deck to be constructed by the Government above the proposed road shown and marked "Proposed Road D3" on the plan annexed to the Land Grant (hereinafter referred to as "the Elevated Landscaped Deck" and "the Proposed Road D3" respectively). The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion shall require or approve and shall have a total width of 5 metres, a minimum clear internal width of 3 metres, a minimum clear internal headroom of 2.6 metres and a minimum clearance of 5.1 metres measured from the lowest point of the underside of the Covered Footbridge to the surface of the public road thereunder. No permanent column or other supporting structure shall be constructed on any Government land.
 - (ii) Prior to closure of the Proposed Road D3 or any part or parts thereof for the construction of the Covered Footbridge pursuant to sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the Road Closure"), the Purchaser shall, at his own expense, submit or cause to be submitted to the Director for his approval in writing a proposal in relation to the Road Closure (hereinafter referred to as "the Road Closure Proposal"), which proposal shall comply with the following requirements:
 - (I) the Road Closure shall be for a period not exceeding 14 days in any period of 3 calendar months; and
 - (II) closure of part of the width of the Proposed Road D3 shall not be to such extent as will interfere unreasonably with the normal flow of traffic on the Proposed Road D3 and for no longer than is reasonably necessary to execute the construction works of the Covered Footbridge.
 - (iii) The Purchaser shall not commence any works for the Road Closure unless and until the Road Closure Proposal shall have been approved by the Director and thereafter shall carry out such works in accordance with the approved Road Closure Proposal in all respects to the satisfaction of the Director.

- (iv) For the purposes of sub-clause (a)(ii) of this Special Condition, the decision of the Director as to what constitutes a period not exceeding 14 days in any period of 3 calendar months referred to in sub-clause (a)(ii)(I) of this Special Condition, what constitutes unreasonable interference with the normal flow of traffic on the Proposed Road D3 and what amounts to longer than is reasonably necessary to execute the construction works of the Covered Footbridge referred to in sub-clause (a)(ii)(II) of this Special Condition shall be final and binding on the Purchaser.
 - (b) For the purpose only of carrying out the works specified in sub-clauses (a) and (c) of this Special Condition, the Purchaser shall be granted possession of any Government land as the Director may approve on a date to be specified in a letter from the Director to the Purchaser, such date to be not later than the 31st day of March, 2020 and subject to such terms and conditions as may be imposed by the Director. Subject to sub-clause (a)(ii) of this Special Condition, the Purchaser shall at all reasonable times while he is in possession of the Government land allow free access thereto and therefrom for all Government and public pedestrian traffic and maintain smooth traffic flow in all respects to the satisfaction of the Commissioner for Transport. The Government land shall be re-delivered by the Purchaser 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.
 - (c) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director (i) connect the Footbridge Link with the Covered Footbridge; and (ii) connect the Covered Footbridge with the Elevated Landscaped Deck. Such connection works shall include the removal of claddings and parapets at the receiving point provided by the Government at the Elevated Landscaped Deck, making good and reinstating to the satisfaction of the Director the said receiving point upon completion of the connection works. The connection details between the Covered Footbridge and the Elevated Landscaped Deck including but not limited to bearings and movement joint, the loading arrangement and support details of the Covered Footbridge onto the Elevated Landscaped Deck, joint or stitching or both and bearing arrangement of the Covered Footbridge (hereinafter collectively referred to as "the Footbridge Connection Details") shall be designed and constructed by the Purchaser at his own expense with the prior approval of the Director and in all respects to the satisfaction of the Director.
 - (e) In the event of non-fulfilment of the Purchaser's obligations under sub-clauses (a), (b), (c), (d) and (f) of Special Condition No.(10) of the Land Grant and sub-clauses (a), (c), (h) and (i) of this Special Condition, the Government may carry out the necessary construction or maintenance works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser. For the purpose of carrying out the works aforesaid, the Government, its officers, contractors, agents, workmen and any person authorized by the Government shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise by the Government, its officers, contractors, agents, workmen or any person authorized by the Government of the right of entry conferred under this sub-clause (e) or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
 - (f) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
 - (ii) The Purchaser shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
 - (iii) The Purchaser shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
 - (iv) The Purchaser shall throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass 24 hours a day on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.
 - (g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Purchaser in relation to the construction, alteration, management, repair and maintenance of the Covered Footbridge, the Footbridge Connection Details, the Footbridge Link, the First Pedestrian Walkway, the Second Pedestrian Walkway and the Lift and Escalators.
 - (h) Throughout the term agreed to be granted by the Land Grant, the Purchaser shall at his own expense manage and maintain the Covered Footbridge and the Footbridge Connection Details in good and substantial repair and condition in all respects to the satisfaction of the Director.
 - (i) (i) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge or any part thereof are required to be removed or demolished, the Purchaser shall if required by the Director, within such time limit as shall be laid down by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge or a part or parts thereof with such design, materials, specifications and standards and at such widths, headrooms, levels, heights and positions as the Director shall approve or require.
 - (ii) In the event that the new covered footbridge is required to be constructed under sub-clause (i)(i) of this Special Condition, all references to "the Covered Footbridge" in this Special Condition and Special Condition No.(10)(a) of the Land Grant shall be deemed to refer to the said new covered footbridge.
 - (l) Not less than 10% of the area of the Footbridge Link and the Covered Footbridge respectively, and not less than 10% of the area of the First Pedestrian Walkway as the Director may at his sole discretion require, shall be planted with trees, shrubs or other plants. The decision of the Director as to which landscaping works proposed by the Purchaser constitute the 10% referred to in this sub-clause (l) shall be final and binding on the Purchaser. The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plant. For the avoidance of doubt, the landscaping works provided under this sub-clause (l) shall not form part of the Greenery Area.
 - (m) For the purpose of Special Condition No.(10) of the Land Grant and this Special Condition only, the expression "Purchaser" shall only mean the person entering into and executing the Land Grant and his assigns of the Non-industrial Portion (as defined in Special Condition No.(21)(a)(i) of the Land Grant).
13. Special Condition No.(13) of the Land Grant stipulates that:
- (a) Except with the prior written consent of the Director and save for the provision of the Public Passage Area (as defined in sub-clause (b) of this Special Condition) and the provision of the awning and shading devices referred to in Special Condition No.(9)(a)(viii)(IV) of the Land Grant, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Circled Black Area.

- (b) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director lay, form, construct and provide at the ground level of the whole of the Pink Circled Black Area a passage (hereinafter referred to as "the Public Passage Area") in such manner, at such positions and to such standards, levels, alignments and design as the Director shall require or approve.
14. Special Conditions Nos.(14)(a), (14)(b), (14)(c) and (14)(f) of the Land Grant stipulate that:
- (a) Subject to sub-clause (b) of this Special Condition and Special Condition No.(49) of the Land Grant and except with the prior written consent of the Director, no building, structure, support for any building or structure, or projection shall be erected or constructed at or above the ground level of the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area except the following:
- (i) boundary walls or fences or both provided that if the boundary walls or fences or both shall abut on any pedestrian street or path located between the points B and C shown and marked on the plan annexed to the Land Grant, such boundary walls or fences or both shall be erected or constructed in all respects to the satisfaction of the Director to achieve visual and physical porosity of not less than 50% along the horizontal plane per linear metre from one metre above the general formation level of the adjacent pedestrian street or path;
- (ii) landscaping features and associated facilities;
- (iii) the Footbridge Link, supports and connections for the Footbridge Link referred to in Special Condition No.(10)(a)(ii) of the Land Grant; and
- (iv) awning and shading devices referred to in Special Condition No.(9)(a)(viii)(IV) of the Land Grant.
- (b) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director lay, form, construct and provide at the ground level of the whole of that part of the Pink Hatched Black Areas adjacent to the boundary line between the points D and E shown and marked on the plan annexed to the Land Grant a passage (hereinafter referred to as "the Additional Public Passage Area") in such manner, at such positions and to such standards, levels, alignments and design as the Director shall require or approve.
- (c) The Purchaser shall throughout the term agreed to be granted by the Land Grant keep the Public Passage Area and the Additional Public Passage Area open for use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge without any interruption.
- (f) For the purposes of Special Condition No.(13) of the Land Grant and this Special Condition, the decision of the Director as to what constitutes the ground level of the Pink Circled Black Area, the Pink Hatched Black Areas and the Pink Hatched Black Stippled Black Area, the general formation level of the adjacent pedestrian street or path and landscaping features and associated facilities shall be final and binding on the Purchaser; and the expression "Purchaser" shall only mean the person entering into and executing the Land Grant and his assigns of the Non-industrial Portion (as defined in Special Condition No.(21)(a)(i) of the Land Grant).
15. Special Condition No.(16) 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.(9)(a)(iii) of the Land Grant and subject to Special Condition No.(41)(d) of the Land Grant, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which is 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, is not for such use shall be taken into account for such calculation. For the purpose of this sub-clause (b), the decision of the Director as to what constitutes a residential block or blocks shall be final and binding on the Purchaser.
- (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.(23)(a)(v) of the Land Grant;
- (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. For the purpose of this sub-clause (c)(iii), the decision of the Director as to what constitutes a residential block or blocks shall be final and binding on the Purchaser.

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

- (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at the following rates:
- (II) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 16.7 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 9.5 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.2 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.2 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.9 residential unit or part thereof
Not less than 160 square metres	One space for every 0.7 residential unit or part thereof

- (II) where a detached, semi-detached or terraced house or houses which is or are intended for use as a single family residence or residences is or are provided within the lot, at the following rates:
- (A) one space for each such house where its gross floor area is less than 160 square metres;

(B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres; and

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

If the respective number of spaces to be provided under sub-clauses (a)(i)(I) or (a)(i)(II)(B) of this Special Condition is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a block or blocks of residential units, what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser. For the avoidance of doubt, any RCHE or RCHD or any part thereof shall not be regarded as a residential unit or residential units for the purpose of Special Conditions Nos.(26), (27) and (28) of the Land Grant.

- (ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i)(I) of this Special Condition and for the purpose of these Conditions, the term “size of each residential unit” in terms of gross floor area shall mean the sum of (I) and (II) below:
- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(9)(a)(iii) of the Land Grant; and

(II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the residential portion of the development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(9)(a)(iii) of the Land Grant (which residential common area is hereinafter referred to as “the Residential Common Area”) shall be apportioned to a residential unit by the following formula:

The total gross floor area of the Residential Common Area

×

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

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

- (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:

- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 5 spaces for every block of residential units; or
- (II) at such other rates as may be approved by the Director.

If the number of spaces to be provided under this sub-clause (a)(iii)(II) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a block or blocks of residential units, what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (iv) The spaces provided under sub-clauses (a)(i) (as may be varied under Special Condition No.(28) of the Land Grant) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes unless the Director consents to another rate. If the number of spaces to be provided under this sub-clause (b)(i) is a decimal number, the same shall be rounded up to the next whole number.

(ii) For the purpose of calculating the number of spaces to be provided under sub-clause (b)(i) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded.

(iii) The spaces provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (b)(i) (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clause (a)(iii) of this Special Condition, the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved or designated are hereinafter referred to as “the Parking Spaces for Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for Disabled Persons.

- (ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:
 - (I) one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot (hereinafter referred to as “the Residential Motor Cycle Parking Spaces”) and for the purpose of this sub-clause (d)(i)(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; and the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser; and
 - (II) 10 percent of the total number of spaces required to be provided under sub-clause (b)(i) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant).

provided that if the respective number of spaces to be provided under sub-clauses (d)(i)(I) or (d)(i)(II) of this Special Condition is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Residential Motor Cycle Parking Spaces (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 30 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. Such spaces (as may be varied under Special Condition No.(28) of the Land Grant) shall not be used for any purpose other than for the purpose set out in this sub-clause (e). If the number of spaces to be provided under this sub-clause (e) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (e), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (f) (i) Except for the Parking Spaces for Disabled Persons, each of the spaces provided under sub-clauses (a)(i) and (b)(i) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clause (a)(iii) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the spaces provided under sub-clause (d)(i) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
- (iv) Each of the spaces provided under sub-clause (e) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant) shall be of such dimensions as may be approved in writing by the Director.
- (g) The Purchaser shall:
 - (i) on or before the 31st day of December, 2024* or such other date as may be approved by the Director, at the Purchaser’s own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:
 - (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)(i), (b) and (d) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clauses (a)(iii) and (c) of this Special Condition; and
 - (II) provide and install electric vehicle medium chargers including the final circuits referred to in sub-clause (g)(i)(I) of this Special Condition in not less than 30% of the parking spaces provided in accordance with sub-clauses (a)(i) and (b) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) and sub-clauses (a)(iii) and (c) of this Special Condition with at least one electric vehicle medium charger for each of such parking spaces; and
 - (ii) throughout the term agreed to be granted by the Land Grant, at the Purchaser’s own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services upkeep, maintain, repair and manage the charging facilities and electric vehicle medium chargers provided and installed under sub-clauses (g)(i)(I) and (g)(i)(II) of this Special Condition in good repair and operational condition.

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

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
 - (i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. If the number of spaces to be provided under this sub-clause (a)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (a)(i), a detached, semi-detached or terraced house which is intended for use as a single family

residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a block or blocks of residential units, what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser; and

- (ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding private residential, office, godown, hotel and petrol filling station) purposes subject to a minimum of one space being provided.
- (b) Each of the spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition (as may be respectively varied under Special Condition No.(28) of the Land Grant) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clause (a)(ii) of this Special Condition (as may be varied under Special Condition No.(28) of the Land Grant), any floor area to be used for parking, loading and unloading purposes shall be excluded.

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

- (a) Notwithstanding Special Conditions Nos.(26)(a)(i), (26)(b)(i), (26)(d)(i), (26)(e), (27)(a)(i) and (27)(a)(ii) of the Land Grant, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.
- (b) In addition to sub-clause (a) of this Special Condition, the Purchaser may increase or reduce the respective numbers of spaces required to be provided under Special Conditions Nos.(26)(a)(i)(I) and (26)(d)(i)(I) of the Land Grant (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5 percent.

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

The spaces to be provided within the lot in accordance with Special Conditions Nos.(26)(a)(i), (26)(b)(i), (26)(d)(i), (27)(a)(i) and (27)(a)(ii) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant) and Special Conditions Nos.(26)(a)(iii) and (26)(c)(i) of the Land Grant shall not be provided in any part or parts of the lot or in any part or parts of any building or buildings erected or to be erected on the lot except below the ground level of the lot.

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

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

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

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

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

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

The spaces provided within the lot in accordance with Special Conditions Nos.(26)(e) and (27)(a)(i) of the Land Grant (as may be respectively varied under Special Condition No.(28) of the Land Grant) and Special Condition No.(26)(a)(iii) of the Land Grant and those of the Parking Spaces for Disabled Persons provided out of Special Condition No.(26)(a)(i)(I) of the Land Grant (as may be varied under Special Condition No.(28) of the Land Grant) shall be designated as and form part of the Common Areas.

22. Special Condition No.(33) of the Land Grant stipulates that:

The Purchaser shall not cut away, remove or set back any Government land adjacent to or adjoining the lot or carry out any building-up, filling-in or any slope treatment works of any kind whatsoever on any Government land except with the prior written consent of the Director who may, at his sole discretion, give his consent subject to such terms and conditions as he sees fit, including the grant of additional Government land as an extension to the lot at such premium as he may determine.

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Purchaser under these Conditions, or for any other purpose, the Purchaser shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Purchaser shall at all times during the term agreed to be granted by the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(33) of the Land Grant.

- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Purchaser shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with such falling away, landslip or subsidence.
 - (d) In addition to any other rights or remedies in the Land Grant provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Purchaser shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.
24. Special Condition No.(35) of the Land Grant stipulates that:
- No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.
25. Special Condition No.(36) of the Land Grant stipulates that:
- Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.
26. Special Condition No.(37) of the Land Grant stipulates that:
- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as “the waste”) from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as “the Government properties”), the Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance to private property caused by such erosion, washing down or dumping.
 - (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.

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

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as “the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them (hereinafter collectively referred to as “the Services”). The Purchaser shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Purchaser shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Purchaser shall at his own expense and in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them or of any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Yellow Areas, the Yellow Hatched Black Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

- (a) The Purchaser shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Purchaser shall be solely liable for and shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser at his own expense and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Purchaser to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

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

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

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

(a) The Purchaser shall on or before the 31st day of December, 2024* or such other date as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Water Authority:

(i) submit or cause to be submitted to the Water Authority for its approval in writing a proposal for providing and installing automatic meter reading (hereinafter referred to as "AMR") outstation or outstations on the lot or any part thereof which proposal shall contain, among others, such information and particulars as the Water Authority may require including but not limited to a layout plan showing the location of the AMR outstation or outstations to be provided and installed in accordance with sub-clause (a)(ii) of this Special Condition, the arrangement and the associated details of the AMR equipment for building up the AMR outstation or outstations, and the area or space designated for accommodating the AMR equipment; and

(ii) provide and install the AMR outstation or outstations as approved by the Water Authority under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the AMR Outstation(s)") for all AMR meters including meters for fresh water supply for individual consumers, master meters or check meters for fresh water supply, flushing water supply and fire service supply, and other additional meters for various water supplies as the Water Authority may at its sole discretion require or approve, which shall, for the avoidance of doubt, include:

(I) the necessary cable conduits and cables;

(II) AMR panel(s) in which the AMR equipment is installed; and

(III) other facilities and associated equipment.

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

(b) The Purchaser shall not commence any works for providing and installing the AMR Outstation(s) until the proposal referred to in sub-clause (a)(i) of this Special Condition shall have been approved by the Water Authority.

(c) The Purchaser shall throughout the term agreed to be granted by the Land Grant, at his own expense and in all respects to the satisfaction of the Water Authority, upkeep, maintain, repair and manage the AMR Outstation(s) in good repair and operational condition until such time as the same shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(d) The Water Authority shall, at any time at its absolute discretion, have the right to serve upon the Purchaser a notice in writing requiring the Purchaser to demolish or remove the objects or materials placed over, above or below, or stacked on or within, the area or space designated for accommodating the AMR Outstation(s) and such objects or materials which in the opinion of the Water Authority (whose opinion shall be final and binding on the Purchaser) prevent or disrupt the accommodation, operation and maintenance of the AMR Outstation(s). The Purchaser shall upon receipt of such written notice, at his own expense, demolish or remove the objects or materials and reinstate and repair the area or space affected by the demolition or removal within such period as stipulated in such written notice and in all respects to the satisfaction of the Water Authority.

(e) In the event of non-fulfilment of the Purchaser's obligations under this Special Condition, the Water Authority may carry out the necessary works at the cost of the Purchaser who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Purchaser.

(f) The Purchaser shall, at all times throughout the term agreed to be granted by the Land Grant, permit the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of:

(i) inspecting and checking any works to be carried out in accordance with sub-clauses (a)(ii), (c) and (d) of this Special Condition;

(ii) carrying out any works in accordance with sub-clause (e) of this Special Condition; and

(iii) inspecting, operating, maintaining, repairing, renewing, removing, replacing and redeveloping the AMR Outstation(s) after the AMR Outstation(s) shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(g) The Purchaser shall when called upon to do so by the Water Authority and within such time as may be specified by the Water Authority deliver the AMR Outstation(s) to the Water Authority without any payment or compensation provided always that the Water Authority shall be under no obligation to take possession of the AMR Outstation(s) at the request of the Purchaser but may do so as and when it in its absolute discretion sees fit.

(h) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clauses (a)(ii), (c), (d) and (f) of this Special Condition or the carrying out of the works under sub-clause (e) of this Special Condition or the exercise by the Government, the Water Authority and its officers, contractors, agents, workmen and any persons authorized by the Water Authority of any of the rights conferred under sub-clause (f) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(i) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, repair, maintenance and management of the AMR Outstation(s) or in connection with the works under sub-clause (e) of this Special Condition.

(j) For the purpose of sub-clauses (a), (b), (c) and (g) of this Special Condition, the expression "Purchaser" shall exclude his assigns.

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

(a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director, submit or cause to be submitted to the Director for his approval in writing a noise impact assessment (hereinafter referred to as "the NIA") on the development of the lot containing, among others, such information and particulars as the Director may require including but not limited to all adverse noise impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works (hereinafter referred to as "the Noise Mitigation Measures").

- (b) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director, carry out and implement the Noise Mitigation Measures contained in the NIA as approved by the Director under sub-clause (a) of this Special Condition (hereinafter referred to as “the Approved Noise Mitigation Measures”) in all respects to the satisfaction of the Director.
- (c) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition No.5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

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

- (a) the Purchaser shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;
- (c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;
- (d) the Purchaser shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director. If temporary road closure or traffic diversion shall be required for carrying out any works under this Special Condition, written agreement of the Commissioner for Transport on the temporary traffic arrangement shall have been obtained before commencement of any works;
- (e) the Noise Barrier shall not be used for any purpose other than noise barrier. Except with the prior written consent of the Director, the Purchaser shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever;
- (f) subject to the prior written approval of the Director, the Purchaser, his contractors, agents, workmen and any persons authorized by the Purchaser shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any works under this Special Condition in relation to the part or parts of the Noise Barrier projecting over the Government land;

- (g) the Purchaser shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, presence, repair, maintenance, alteration, addition, replacement, attachment, use, demolition or removal of the Noise Barrier or any part or parts thereof;
- (h) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Purchaser a written notice requiring the Purchaser to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within 6 calendar months from the date of the written notice. Upon receipt of such written notice, the Purchaser shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (i) in the event of non-fulfilment of the Purchaser’s obligations under this Special Condition, the Government may carry out the necessary works and the Purchaser shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding on the Purchaser;
- (j) the Purchaser shall at all times permit the Director, his officers, contractors, agents, workmen and any persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (h) of this Special Condition and carrying out any works in accordance with sub-clause (i) of this Special Condition or any other works which the Director may consider necessary;
- (k) the Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser’s obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (j) of this Special Condition or the carrying out of any works under sub-clause (i) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance; and
- (l) the Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the fulfilment of the Purchaser’s obligations under this Special Condition or the carrying out of the works under sub-clause (i) of this Special Condition.

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

- (a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director at the Purchaser’s own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing an air quality impact assessment (hereinafter referred to as “the Air Quality Impact Assessment”) on the development of the lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse air quality impacts from the nearby sources such as vehicle emissions from nearby roads and recommendations for mitigation measures, improvement works and other measures and works to comply with the Air Quality Objectives as stipulated in the Air Pollution Control Ordinance, any regulations made thereunder and any amending legislation.

- (b) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection, carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all aspects to the satisfaction of the Director of Environmental Protection.
- (c) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the Air Quality Impact Assessment shall have been approved in writing by the Director of Environmental Protection.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the Air Quality Impact Assessment as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

- (a) The Purchaser shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at the Purchaser's own expense and in all respects to the satisfaction of the Director of Environmental Protection submit or cause to be submitted to the Director of Environmental Protection for his approval in writing a sewerage impact assessment (hereinafter referred to as "the SIA") on the development of the lot, containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Purchaser shall, at his own expense and within such time limit as may be stipulated by the Director of Environmental Protection carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (other than the demolition and removal works referred to in Special Condition No.(1)(b) of the Land Grant, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No. 5 of the Land Grant, the Purchaser hereby expressly acknowledges and agrees that the Purchaser shall have the sole responsibility at his own expense to carry out and implement the recommendations contained in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection and the Director of Drainage Services. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

The Purchaser shall throughout the term agreed to be granted by the Land Grant upon receiving prior written notice from the Government permit the Government and its officers, contractors, agents, workmen and any persons authorized by the Government with or without tools, equipment, plant machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the Pink Hatched Black Stippled Black Area for all Government vehicular and pedestrian access for the purpose of inspecting, checking and maintaining the Environmentally Friendly Linkage System that may be constructed near the lot. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights by the Government, its officers, contractors, agents, workmen and any persons authorized by the Government under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

36. Special Condition No.(49) of the Land Grant stipulates that:

- (a) The Purchaser hereby acknowledges that as at the date of the Land Grant, there are some existing facilities of the Kai Tak District Cooling System including but not limited to a seawater pumphouse and seawater culverts within the stratum of land below the Proposed Road D3 adjoining the lot (hereinafter referred to as "the Underground DCS Facilities").
- (b) Subject to sub-clause (e) of this Special Condition, except with the prior written consent of the Director of Electrical and Mechanical Services (who may give such consent subject to such terms and conditions as he sees fit or refuse it at his absolute discretion), no building or structure or support for any building or structure shall be erected or constructed or placed on, over, above, under, below or within the protection zone of the Underground DCS Facilities between the level of 3.35 metres above the Hong Kong Principal Datum and the level of 17.85 metres below the Hong Kong Principal Datum and within 1.5 metres from the boundary line of the Pink Hatched Black Stippled Black Area between the points A and B to the red peck line shown and marked on the plan annexed to the Land Grant (hereinafter referred to as "the Protection Zone"). If and when required by the Director of Electrical and Mechanical Services, the Purchaser shall at his own expense, within the time limit specified by the Director of Electrical and Mechanical Services or as required by him in an emergency and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, remove or demolish all or any of the buildings or structures or supports for any building or structure erected or constructed or placed on, over, above, under, below or within the Protection Zone and thereafter reinstate the Protection Zone affected by such demolition or removal works. If the Purchaser fails to carry out such removal, demolition or reinstatement works within the time limit specified by the Director of Electrical and Mechanical Services or as required in an emergency, the Director of Electrical and Mechanical Services may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
- (c) The Purchaser shall, at all times throughout the term agreed to be granted by the Land Grant, permit the Director of Electrical and Mechanical Services and his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part or parts thereof and any building or buildings erected or to be erected thereon for the purposes of carrying out any works in connection with the Underground DCS Facilities.

- (d) The Purchaser shall not interfere in any way with the use, operation and maintenance of the Underground DCS Facilities and any damage or obstruction which in the opinion of the Director of Electrical and Mechanical Services (whose opinion shall be final and binding on the Purchaser) has been caused by the Purchaser, his contractors, agents, workmen or any persons authorized by the Purchaser to the Underground DCS Facilities or any part or parts thereof shall be made good by the Government at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director of Electrical and Mechanical Services whose determination shall be final and binding on the Purchaser.
- (e) The Purchaser may excavate on, under, below or within the Protection Zone and lay and maintain therein footings and foundations, whether of concrete, steel, brick, stone or otherwise as may be approved in writing by the Director of Electrical and Mechanical Services if the Director of Electrical and Mechanical Services is satisfied that such works shall not affect or interfere with the Underground DCS Facilities or any part or parts thereof.
- (f) The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights by the Director of Electrical and Mechanical Services, his officers, contractors, agents, workmen and any persons authorized by the Director of Electrical and Mechanical Services under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

Remarks:

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

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

- (a) the dates in Special Conditions Nos.(2)(a)(i) and 2(g)(iv) of the Land Grant have been amended to the 30th day of June 2023; and
- (b) the dates in Special Conditions Nos.(5), (10)(a), (10)(b), (10)(c), (10)(d), (11)(a)(i), (11)(c), (13)(b), (14)(b), (26)(g)(i) and (43)(a) of the Land Grant have been amended to the 30th day of June 2025.