清水灣 Clear Water Bay 33

第 1 期
PHASE 1

SALES BROCHURE
售樓說明書

清水灣
Clear
Water
Bay
33

第 1 期
PHASE 1

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

You are advised to take the following steps before purchasing first-hand residential properties.

For all first-hand residential properties

1. Important information

- Make reference to the materials available on the Sales of First-hand Residential Properties Electronic Platform (SRPE) (www.srpe.gov.hk) on the first-hand residential property market.
- Study the information on the website designated by the vendor for the development, including the sales brochure, price lists, documents containing the sales arrangements, and the register of transactions of a development.
- Sales brochure for a development will be made available to the general public at least 7 days immediately before a date of sale while price list and sales arrangements will be made available at least 3 days immediately before the date of sale.
- Information on transactions can be found on the register of transactions on the website designated by the vendor for the development and the SRPE.

2. Fees, mortgage loan and property price

- Calculate the total expenses of the purchase, such as solicitors' fees, mortgage charges, insurance fees and stamp duties.
- Check with banks to find out if you will be able to obtain the needed mortgage loan, select the appropriate payment method and calculate the amount of the mortgage loan to ensure it is within your repayment ability.
- Check recent transaction prices of comparable properties for comparison.
- Check with the vendor or the estate agent the estimated management fee, the amount of management fee payable in advance (if any), special fund payable (if any), the amount of reimbursement of the deposits for water, electricity and gas (if any), and/or the amount of debris removal fee (if any) you have to pay to the vendor or the manager of the development.

3. Price list, payment terms and other financial incentives

- Vendors may not offer to sell all the residential properties that are covered in a price list. To know which residential properties the vendors may offer to sell, pay attention to the sales arrangements which will be announced by the vendors at least 3 days before the relevant residential properties are offered to be sold.
- Pay attention to the terms of payment as set out in a price list. If there are discounts on the price, gift, or any financial advantage or benefit to be made available in connection with the purchase of the residential properties, such information will also be set out in the price list.
- If you intend to opt for any mortgage loan plans offered by financial institutions specified by the vendor, before entering into a preliminary agreement for sale and purchase (PASP), you must study the details of various mortgage loan plans[1] as set out in the price list concerned. If you have any questions about these mortgage loan plans, you should check with the financial institutions concerned direct before entering into a PASP.

4. Property area and its surroundings

- Pay attention to the area information in the sales brochure and price list, and price per square foot/metre in the price list. According to the Residential Properties (First-hand Sales) Ordinance (Cap. 621) (the Ordinance), vendors can only present the area and price per square foot and per square metre of a residential property using saleable area. Saleable area, in relation to a residential property, means the floor area of the residential property, and includes the floor area of every one of the following to the extent that it forms part of the residential property - (i) a balcony; (ii) a utility platform; and (iii) a verandah. The saleable area excludes the area of the following which forms part of the residential property - air-conditioning plant room; bay window; cockloft; flat roof; garden; parking space; roof; stairhood; terrace and yard.
- Floor plans of all residential properties in the development have to be shown in the sales brochure. In a sales brochure, floor plans of residential properties in the development must state the external and internal dimensions of each residential property[2]. The external and internal dimensions of residential properties as provided in the sales brochure exclude plaster and finishes. You are advised to note this if you want to buy furniture before handing over of the residential property.

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1 The details of various mortgage loan plans include the requirements for mortgagors on minimum income level, the loan limit under the first mortgage and second mortgage, the maximum loan repayment period, the change of mortgage interest rate throughout the entire repayment period, and the payment of administrative fees.

2 According to section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance, each of the floor plans of the residential properties in the development in the sales brochure must state the following –

(i) the external dimensions of each residential property;

(ii) the internal dimensions of each residential property;

(iii) the thickness of the internal partitions of each residential property;

(iv) the external dimensions of individual compartments in each residential property.

According to section 10(3) in Part 1 of Schedule 1 to the Ordinance, if any information required by section 10(2)(d) in Part 1 of Schedule 1 to the Ordinance is provided in the approved building plans for the development, a floor plan must state the information as so provided.

- Visit the development site and get to know the surroundings of the property (including transportation and community facilities). Check town planning proposals and decisions which may affect the property. Take a look at the location plan, aerial photograph, outline zoning plan and cross-section plan that are provided in the sales brochure.

5. Sales brochure

- Ensure that the sales brochure obtained is the latest version. According to the Ordinance, the sales brochure made available to the public should be printed or examined, or examined and revised within the previous 3 months.

- In respect of an uncompleted development, the vendor may alter the building plans (if any) whenever the vendor considers necessary. To know the latest information of an uncompleted development, keep paying attention to any revised sales brochures made available by the vendor.

- Read through the sales brochure and in particular, check the following information in the sales brochure –

  - whether there is a section on “relevant information” in the sales brochure, under which information on any matter that is known to the vendor but is not known to the general public, and is likely to materially affect the enjoyment of a residential property will be set out. Please note that information contained in a document that has been registered with the Land Registry will not be regarded as “relevant information”;

  - the cross-section plan showing a cross-section of the building in relation to every street adjacent to the building, and the level of every such street in relation to a known datum and to the level of the lowest residential floor of the building. This will help you visualize the difference in height between the lowest residential floor of a building and the street level, regardless of how that lowest residential floor is named;

  - interior and exterior fittings and finishes and appliances;

  - the basis on which management fees are shared;

  - whether individual owners have obligations or need to share the expenses for managing, operating and maintaining the public open space or public facilities inside or outside the development, and the location of the public open space or public facilities; and

  - whether individual owners have responsibility to maintain slopes.

6. Government land grant and deed of mutual covenant (DMC)

- Read the Government land grant and the DMC (or the draft DMC). Information such as ownership of the rooftop and external walls can be found in the DMC. The vendor will provide copies of the Government land grant and the DMC (or the draft DMC) at the place where the sale is to take place for free inspection by prospective purchasers.

- Check the Government land grant on whether individual owners are liable to pay Government rent.

- Check the DMC on whether animals can be kept in the residential property.

7. Information on Availability of Residential Properties for Selection at Sales Office

- Check with the vendor which residential properties are available for selection. If a “consumption table” is displayed by the vendor at the sales office, you may check from the table information on the progress of sale on a date of sale, including which residential properties are offered for sale at the beginning of that date of sale and which of them have been selected and sold during that date of sale.

- Do not believe in rumours about the sales condition of the development and enter into a PASP rashly.

8. Register of Transactions

- Pay attention to the register of transactions for a development. A vendor must, within 24 hours after entering into a PASP with a purchaser, enter transaction information of the PASP in the register of transactions. The vendor must, within 1 working day after entering into an agreement for sale and purchase (ASP), enter transaction information of the ASP in the register of transactions. Check the register of transactions for the concerned development to learn more about the sales condition of the development.

- Never take the number of registrations of intent or cashier orders a vendor has received for the purpose of registration as an indicator of the sales volume of a development. The register of transactions for a development is the most reliable source of information from which members of the public can grasp the daily sales condition of the development.

9. Agreement for sale and purchase

- Ensure that the PASP and ASP include the mandatory provisions as required by the Ordinance.

- Pay attention that fittings, finishes and appliances to be included in the sale and purchase of the property are inserted in the PASP and ASP.

- Pay attention to the area plan annexed to the ASP which shows the total area which the vendor is selling to you. The total area which the vendor is selling to you is normally greater than the saleable area of the property.

- Pay attention to the vendor’s right to alter the building plans (if any) for an uncompleted development. The mandatory provisions to be incorporated in an ASP for uncompleted development as required by the Ordinance include a provision requiring the vendor to notify the purchaser in writing of such alteration if the same affects in any way the property within 14 days after its having been approved by the Building Authority.

- A preliminary deposit of **5%** of the purchase price is payable by you to the owner (i.e. the seller) on entering into a PASP.

- If you do not execute the ASP within **5 working days** (working day means a day that is not a general holiday or a Saturday or a black rainstorm warning day or gale warning day) after entering into the PASP, the PASP is terminated, the preliminary deposit (i.e. 5% of the purchase price) is forfeited, and the owner (i.e. the seller) does not have any further claim against you for not executing the ASP.

- If you execute the ASP within 5 working days after the signing of the PASP, the owner (i.e. the seller) must execute the ASP within 8 working days after entering into the PASP.

- The deposit should be made payable to the solicitors' firm responsible for stakeholding purchasers' payments for the property.

10. Expression of intent of purchasing a residential property

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific or general expression of intent of purchasing any residential property before the relevant price lists for such properties are made available to the public. You therefore should not make such an offer to the vendors or their authorized representative(s).

- Note that vendors (including their authorized representative(s)) should not seek or accept any specific expression of intent of purchasing a particular residential property before the sale of the property has commenced. You therefore should not make such an offer to the vendors or their authorized representative(s).

11. Appointment of estate agent

- Note that if the vendor has appointed one or more than one estate agents to act in the sale of any specified residential property in the development, the price list for the development must set out the name of all the estate agents so appointed as at the date of printing of the price list.

- You may appoint any estate agent (not necessarily from those estate agency companies appointed by the vendor) to act in the purchase of any specified residential property in the development, and may also not appoint any estate agent to act on your behalf.

- Before you appoint an estate agent to look for a property, you should –

  - find out whether the agent will act on your behalf only. If the agent also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest;

  - find out whether any commission is payable by you to the estate agent and, if so, its amount and the time of payment; and

  - note that only licensed estate agents or salespersons may accept your appointment. If in doubt, you should request the estate agent or salesperson to produce his/her Estate Agent Card, or check the Licence List on the Estate Agents Authority website: www.eaa.org.hk.

12. Appointment of solicitor

- Consider appointing your own solicitor to protect your interests. If the solicitor also acts for the vendor, he/she may not be able to protect your best interests in the event of a conflict of interest.

- Compare the charges of different solicitors.

For first-hand uncompleted residential properties

13. Pre-sale Consent

- For uncompleted residential property under the Lands Department Consent Scheme, seek confirmation from the vendor whether the "Pre-sale Consent" has been issued by the Lands Department for the development.

14. Show flats

- While the vendor is not required to make any show flat available for viewing by prospective purchasers or the general public, if the vendor wishes to make available show flats of a specified residential property, the vendor must first of all make available an unmodified show flat of that residential property and that, having made available such unmodified show flat, the vendor may then make available a modified show flat of that residential property. In this connection, the vendor is allowed to make available more than one modified show flat of that residential property.

- If you visit the show flats, you should always look at the unmodified show flats for comparison with the modified show flats. That said, the Ordinance does not restrict the discretion of the vendor in arranging the sequence of the viewing of unmodified and modified show flats.

- Sales brochure of the development should have been made available to the public when the show flat is made available for viewing. You are advised to get a copy of the sales brochure and make reference to it when viewing the show flats.

- You may take measurements in modified and unmodified show flats, and take photographs or make video recordings of unmodified show flats, subject to reasonable restriction(s) which may be set by the vendor for ensuring safety of the persons viewing the show flat.

For first-hand uncompleted residential properties and completed residential properties pending compliance

15. Estimated material date and handing over date

- Check the estimated material date[3] for the development in the sales brochure.
  - The estimated material date for a development in the sales brochure is not the same as the date on which a residential property is handed over to purchaser. The latter is normally later than the former. However, the handing over date may be earlier than the estimated material date set out in the sales brochure in case of earlier completion of the development.
- Handing over date
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring the vendor to apply in writing for an Occupation Document / a Certificate of Compliance or the Director of Lands' Consent to Assign (as the case may be) in respect of the development within 14 days after the estimated material date as stipulated in the ASP.
    - ➢ For development subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within one month after the issue of the Certificate of Compliance or the Consent to Assign, whichever first happens; or
    - ➢ For development not subject to the Lands Department Consent Scheme, the vendor is required to notify the purchaser in writing that the vendor is in a position validly to assign the property within 6 months after the issue of the Occupation Document including Occupation Permit.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision requiring completion of the sale and purchase within 14 days after the date of the notification aforesaid. Upon completion, the vendor shall arrange handover of the property to the purchaser.
- Authorized Person (AP) may grant extension(s) of time for completion of the development beyond the estimated material date.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance include a provision that the AP of a development may grant an extension of time for completion of the development beyond the estimated material date having regard to delays caused exclusively by any one or more of the following reasons:
    - ➢ strike or lock-out of workmen;
    - ➢ riots or civil commotion;
    - ➢ force majeure or Act of God;
    - ➢ fire or other accident beyond the vendor's control;
    - ➢ war; or
    - ➢ inclement weather.
  - The AP may grant more than once such an extension of time depending on the circumstances. That means handover of the property may be delayed.
  - The mandatory provisions to be incorporated in an ASP as required by the Ordinance also include a provision requiring the vendor to, within 14 days after the issue of an extension of time granted by the AP, furnish the purchaser with a copy of the relevant certificate of extension.
- Ask the vendor if there are any questions on handing over date.

For first-hand completed residential properties

16. Vendor's information form

- Ensure that you obtain the "vendor's information form(s)" printed within the previous 3 months in relation to the residential property/properties you intend to purchase.

17. Viewing of property

- Ensure that, before you purchase a residential property, you are arranged to view the residential property that you would like to purchase or, if it is not reasonably practicable to view the property in question, a comparable property in the development, unless you agree in writing that the vendor is not required to arrange such a comparable property for viewing for you. You are advised to think carefully before signing any waiver.
- You may take measurements, take photographs or make video recordings of the property, unless the property is held under a tenancy or reasonable restriction(s) is/are needed to ensure safety of the persons viewing the property.

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[3] Generally speaking, "material date" means the date on which the conditions of the land grant are complied with in respect of the development, or the date on which the development is completed in all respects in compliance with the approved building plans or the conditions subject to which the certificate of exemption is issued. For details, please refer to section 2 of the Ordinance.

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

For complaints and enquiries relating to the sales of first-hand residential properties by the vendors which the Ordinance applies, please contact the Sales of First-hand Residential Properties Authority -

Website	: www.srpa.gov.hk
Telephone	: 2817 3313
Email	: enquiry_srpa@hd.gov.hk
Fax	: 2219 2220

Other useful contacts:

Consumer Council

Website	: www.consumer.org.hk
Telephone	: 2929 2222
Email	: cc@consumer.org.hk
Fax	: 2856 3611

Estate Agents Authority

Website	: www.eaa.org.hk
Telephone	: 2111 2777
Email	: enquiry@eaa.org.hk
Fax	: 2598 9596

Real Estate Developers Association of Hong Kong

Telephone	: 2826 0111
Fax	: 2845 2521

Sales of First-hand Residential Properties Authority
March 2023

NOTES TO PURCHASERS OF FIRST-HAND RESIDENTIAL PROPERTIES
一手住宅物業買家須知

您在購置一手住宅物業之前，應留意下列事項：

適用於所有一手住宅物業

1. 重要資訊

- 瀏覽一手住宅物業銷售資訊網（下稱「銷售資訊網」）（網址：www.srpe.gov.hk），參考「銷售資訊網」內有關一手住宅物業的市場資料。
- 閱覽賣方就該發展項目所指定的互聯網網站內的有關資訊，包括售樓說明書、價單、載有銷售安排的文件，及成交紀錄冊。
- 發展項目的售樓說明書，會在該項目的出售日期前最少七日向公眾發布，而有關價單和銷售安排，亦會在該項目的出售日期前最少三日公布。
- 在賣方就有關發展項目所指定的互聯網網站，以及「銷售資訊網」內，均載有有關物業成交資料的成交紀錄冊，以供查閱。

2. 費用、按揭貸款和樓價

- 計算置業總開支，包括律師費、按揭費用、保險費，以及印花稅。
- 向銀行查詢可否取得所需的按揭貸款，然後選擇合適的還款方式，並小心計算按揭貸款金額，以確保貸款額沒有超出本身的負擔能力。
- 查閱同類物業最近的成交價格，以作比較。
- 向賣方或地產代理瞭解，您須付予賣方或該發展項目的管理人的預計的管理費、管理費上期金額（如有）、特別基金金額（如有）、補還的水、電力及氣體按金（如有），以及/或清理廢料的費用（如有）。

3. 價單、支付條款，以及其他財務優惠

- 賣方未必會把價單所涵蓋的住宅物業悉數推售，因此應留意有關的銷售安排，以了解賣方會推售的住宅物業為何。賣方會在有關住宅物業推售日期前最少三日公布銷售安排。
- 留意價單所載列的支付條款。倘買家可就購置有關住宅物業而連帶獲得價格折扣、贈品，或任何財務優惠或利益，上述資訊亦會在價單內列明。
- 如您擬選用由賣方指定的財務機構提供的各類按揭貸款計劃，在簽訂臨時買賣合約前，應先細閱有關價單內列出的按揭貸款計劃資料[1]。如就該些按揭貸款計劃的詳情有任何疑問，應在簽訂臨時買賣合約前，直接向有關財務機構查詢。

[1] 按揭貸款計劃的資料包括有關按揭貸款計劃對借款人的最低收入的要求、就第一按揭連同第二按揭可獲得的按揭貸款金額上限、最長還款年期、整個還款期內的按揭利率變化，以及申請人須繳付的手續費。

4. 物業的面積及四周環境

- 留意載於售樓說明書和價單內的物業面積資料，以及載於價單內的每平方呎/每平方米售價。根據《一手住宅物業銷售條例》（第621章）（下稱「條例」），賣方只可以實用面積表達住宅物業的面積和每平方呎及平方米的售價。就住宅物業而言，實用面積指該住宅物業的樓面面積，包括在構成該物業的一部分的範圍內的以下每一項目的樓面面積：(i)露台；(ii)工作平台；以及(iii)陽台。實用面積並不包括空調機房、窗台、閣樓、平台、花園、停車位、天台、梯屋、前庭及庭院的每一項目的面積，即使該些項目構成該物業的一部分的範圍。
- 售樓說明書必須顯示發展項目中所有住宅物業的樓面平面圖。在售樓說明書所載有關發展項目中住宅物業的每一份樓面平面圖，均須述明每個住宅物業的外部和內部尺寸[2]。售樓說明書所提供有關住宅物業外部和內部的尺寸，不會把批盪和裝飾物料包括在內。買家收樓前如欲購置家具，應留意這點。
- 親臨發展項目的所在地實地視察，以了解有關物業的四周環境（包括交通和社區設施）；亦應查詢有否任何城市規劃方案和議決，會對有關的物業造成影響；參閱載於售樓說明書內的位置圖、鳥瞰照片、分區計劃大綱圖，以及橫截面圖。

5. 售樓說明書

- 確保所取得的售樓說明書屬最新版本。根據條例，提供予公眾的售樓說明書必須是在之前的三個月之內印製或檢視、或檢視及修改。
- 如屬未落成發展項目，賣方在認為有需要時可改動建築圖則（如有的話），因此應留意由賣方提供的任何經修改的售樓說明書，以了解有關未落成發展項目的最新資料。
- 閱覽售樓說明書，並須特別留意以下資訊：
  - 售樓說明書內有否屬於「有關資料」的部分，列出賣方知悉但並非為一般公眾人士所知悉，關於相當可能對享用有關住宅物業造成重大影響的事宜的資料。請注意，已在土地註冊處註冊的文件，其內容不會被視為「有關資料」；
  - 橫截面圖會顯示有關建築物相對毗連該建築物的每條街道的橫截面，以及每條上述街道與已知基準面和該建築物最低的一層住宅樓層的水平相對的水平。橫截面圖能以圖解形式，顯示出建築物最低一層住宅樓層和街道水平的高低差距，不論該最低住宅樓層以何種方式命名；

[2] 根據條例附表1第1部第10(2)(d)條述明，售樓說明書內顯示的發展項目中的住宅物業的每一份樓面平面圖須述明以下各項 —

(i) 每個住宅物業的外部尺寸；

(ii) 每個住宅物業的內部尺寸；

(iii) 每個住宅物業的內部間隔的厚度；

(iv) 每個住宅物業內個別分隔室的外部尺寸。

根據條例附表1第1部第10(3)條，如有關發展項目的經批准的建築圖則，提供條例附表1第1部第10(2)(d)條所規定的資料，樓面平面圖須述明如此規定的該資料。

- 室內和外部的裝置、裝修物料和設備；

- 管理費按甚麼基準分擔；

- 小業主有否責任或需要分擔管理、營運或維持有關發展項目以內或以外的公眾休憩用地或公共設施的開支，以及有關公眾休憩用地或公共設施的位置；以及

- 小業主是否須要負責維修斜坡。

6. 政府批地文件和公契

- 閱覽政府批地文件和公契（或公契擬稿）。公契內載有天台和外牆業權等相關資料。賣方會在售樓處提供政府批地文件和公契（或公契擬稿）的複本，供準買家免費閱覽。

- 留意政府批地文件內所訂明小業主是否須要負責支付地稅。

- 留意公契內訂明有關物業內可否飼養動物。

7. 售樓處內有關可供揀選住宅物業的資料

- 向賣方查詢清楚有哪些一手住宅物業可供揀選。若賣方在售樓處內展示「消耗表」，您可從該「消耗表」得悉在每個銷售日的銷售進度資料，包括在該個銷售日開始時有哪些住宅物業可供出售，以及在該個銷售日內有哪些住宅物業已獲揀選及售出。

- 切勿隨便相信有關發展項目銷情的傳言，倉卒簽立臨時買賣合約。

8. 成交紀錄冊

- 留意發展項目的成交紀錄冊。賣方須於臨時買賣合約訂立後的24小時內，於紀錄冊披露該臨時買賣合約的資料，以及於買賣合約訂立後一個工作天內，披露該買賣合約的資料。您可透過成交紀錄冊得悉發展項目的銷售情況。

- 切勿將賣方接獲用作登記的購樓意向書或本票的數目視為銷情指標。發展項目的成交紀錄冊才是讓公眾掌握發展項目每日銷售情況的最可靠資料來源。

9. 買賣合約

- 確保臨時買賣合約和買賣合約包含條例所規定的強制性條文。

- 留意有關物業買賣交易所包括的裝置、裝修物料和設備，須在臨時買賣合約和買賣合約上列明。

- 留意夾附於買賣合約的圖則。該圖則會顯示所有賣方售予您的物業面積，而該面積通常較該物業的實用面積為大。

- 留意賣方有權改動未落成發展項目的建築圖則（如有的話）。如屬未落成發展項目，條例規定物業的買賣合約須載有強制性條文，列明如有關改動在任何方面對該物業造成影響，賣方須在改動獲建築事務監督批准後的14日內，將該項改動以書面通知買家。

- 訂立臨時買賣合約時，您須向擁有人（即賣方）支付樓價**5%**的臨時訂金。

- 如您在訂立臨時買賣合約後**五個工作日**（工作日指並非公眾假日、星期六、黑色暴雨警告日或烈風警告日的日子）之內，沒有簽立買賣合約，該臨時買賣合約即告終止，有關臨時訂金（即樓價的5%）會被沒收，而擁有人（即賣方）不得因您沒有簽立買賣合約而對您提出進一步申索。

- 在訂立臨時買賣合約後的五個工作日之內，倘您簽立買賣合約，則擁有人（即賣方）必須在訂立該臨時買賣合約後的八個工作日之內簽立買賣合約。

- 有關的訂金，應付予負責為所涉物業擔任保證金保存人的律師事務所。

10. 表達購樓意向

- 留意在賣方（包括其獲授權代表）就有關住宅物業向公眾提供價單前，賣方不得尋求或接納任何對有關住宅物業的購樓意向（不論是否屬明確選擇購樓意向）。因此您不應向賣方或其授權代表提出有關意向。

- 留意在有關住宅物業的銷售開始前，賣方（包括其獲授權代表）不得尋求或接納任何對該物業的有明確選擇購樓意向。因此您不應向賣方或其授權代表提出有關意向。

11. 委託地產代理

- 留意倘賣方委任一個或多於一個地產代理，以協助銷售其發展項目內任何指明住宅物業，該發展項目的價單必須列明在價單印刷日期當日所有獲委任為地產代理的姓名/名稱。

- 您可委託任何地產代理（不一定是賣方所指定的地產代理），以協助您購置發展項目內任何指明住宅物業；您亦可不委託任何地產代理。

- 委託地產代理以物色物業前，您應該 —

  - 了解該地產代理是否只代表您行事。該地產代理若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益；

  - 了解您須否支付佣金予該地產代理。若須支付，有關的佣金金額和支付日期為何；以及

  - 留意只有持牌地產代理或營業員才可以接受您的委託。如有疑問，應要求該地產代理或營業員出示其「地產代理證」，或瀏覽地產代理監管局的網頁（網址：www.eaa.org.hk），查閱牌照目錄。

12. 委聘律師

- 考慮自行委聘律師，以保障您的利益。該律師若同時代表賣方行事，倘發生利益衝突，未必能夠保障您的最大利益。

- 比較不同律師的收費。

<u>適用於一手未落成住宅物業</u>

13. 預售樓花同意書

- 洽購地政總署「預售樓花同意方案」下的未落成住宅物業時，應向賣方確認地政總署是否已就該發展項目批出「預售樓花同意書」。

14. 示範單位

- 賣方不一定須設置示範單位供準買家或公眾參觀，但賣方如為某指明住宅物業設置示範單位，必須首先設置該住宅物業的無改動示範單位，才可設置該住宅物業的經改動示範單位，並可以就該住宅物業設置多於一個經改動示範單位。

- 參觀示範單位時，務必視察無改動示範單位，以便與經改動示範單位作出比較。然而，條例並沒有限制賣方安排參觀無改動示範單位及經改動示範單位的先後次序。

- 賣方設置示範單位供公眾參觀時，應已提供有關發展項目的售樓說明書。因此，緊記先行索取售樓說明書，以便在參觀示範單位時參閱相關資料。

- 您可以在無改動示範單位及經改動示範單位中進行量度，並在無改動示範單位內拍照或拍攝影片，惟在確保示範單位參觀者人身安全的前提下，賣方可能會設定合理的限制。

<u>適用於一手未落成住宅物業及尚待符合條件的已落成住宅物業</u>

15. 預計關鍵日期及收樓日期

- 查閱售樓說明書中有關發展項目的預計關鍵日期[3]。

  - 售樓說明書中有關發展項目的預計關鍵日期並不等同買家的「收樓日期」。買家的「收樓日期」一般會較發展項目的預計關鍵日期遲。然而，假若發展項目比預期早落成，「收樓日期」可能會較售樓說明書列出的預計關鍵日期為早。

- 收樓日期

  - 條例規定買賣合約須載有強制性條文，列明賣方須於買賣合約內列出的預計關鍵日期後的14日內，以書面為發展項目申請佔用文件、合格證明書，或地政總署署長的轉讓同意（視屬何種情況而定）。

    - ➢ 如發展項目屬地政總署預售樓花同意方案所規管，賣方須在合格證明書或地政總署署長的轉讓同意發出後的一個月內（以較早者為準），就賣方有能力有效地轉讓有關物業一事，以書面通知買家；或

    - ➢ 如發展項目並非屬地政總署預售樓花同意方案所規管，賣方須在佔用文件（包括佔用許可證）發出後的六個月內，就賣方有能力有效地轉讓有關物業一事，以書面通知買家。

  - 條例規定買賣合約須載有強制性條文，列明有關物業的買賣須於賣方發出上述通知的日期的14日內完成。有關物業的買賣完成後，賣方將安排買家收樓事宜。

- 認可人士可批予在預計關鍵日期之後完成發展項目

  - 條例規定買賣合約須載有強制性條文，列明發展項目的認可人士可以在顧及純粹由以下一個或多於一個原因所導致的延遲後，批予在預計關鍵日期之後，完成發展項目：

    - ➢ 工人罷工或封閉工地；

    - ➢ 暴動或內亂；

    - ➢ 不可抗力或天災；

    - ➢ 火警或其他賣方所不能控制的意外；

    - ➢ 戰爭；或

    - ➢ 惡劣天氣。

  - 發展項目的認可人士可以按情況，多於一次批予延後預計關鍵日期以完成發展項目，即收樓日期可能延遲。

  - 條例規定買賣合約須載有強制性條文，列明賣方須於認可人士批予延期後的14日內，向買家提供有關延期證明書的文本。

- 如對收樓日期有任何疑問，可向賣方查詢。

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3 一般而言，「關鍵日期」指該項目符合批地文件的條件的日期，或該項目在遵照經批准的建築圖則的情況下或按照豁免證明書的發出的條件在各方面均屬完成的日期。有關詳情請參閱條例第2條。

適用於一手已落成住宅物業

16. 賣方資料表格

- 確保取得最近三個月內印製有關您擬購買的一手已落成住宅物業的「賣方資料表格」。

17. 參觀物業

- 購置住宅物業前，確保已獲安排參觀您打算購置的住宅物業。倘參觀有關物業並非合理地切實可行，則應參觀與有關物業相若的物業，除非您以書面同意賣方無須開放與有關物業相若的物業供您參觀。您應仔細考慮，然後才決定是否簽署豁免上述規定的書面同意。

- 除非有關物業根據租約持有，或為確保物業參觀者的人身安全而須設定合理限制，您可以對該物業進行量度、拍照或拍攝影片。

任何與賣方銷售受條例所規管的一手住宅物業有關的投訴和查詢，請與一手住宅物業銷售監管局聯絡。

網址	：www.srpa.gov.hk
電話	：2817 3313
電郵	：enquiry_srpa@hd.gov.hk
傳真	：2219 2220

其他相關聯絡資料：

消費者委員會	
網址	：www.consumer.org.hk
電話	：2929 2222
電郵	：cc@consumer.org.hk
傳真	：2856 3611
地產代理監管局	
網址	：www.eaa.org.hk
電話	：2111 2777
電郵	：enquiry@eaa.org.hk
傳真	：2598 9596
香港地產建設商會	
電話	：2826 0111
傳真	：2845 2521

一手住宅物業銷售監管局
2023年3月

INFORMATION ON THE PHASE
期數的資料

Name of the Phase of Development
Phase 1 (the "Phase") of 33 Clear Water Bay (the "Development")

Name of the street at which the Phase is situated and the street number allocated by the Commissioner of Rating and Valuation for the purpose of distinguishing the Phase
33 Clear Water Bay Road
Remark: The above provisional street number is subject to confirmation when the Phase is completed.

The Phase consists of 1 multi-unit building
Total number of storeys of the multi-unit building
Tower 2: 54 storeys (excluding B4/F, B3/F, B2/F, B1/F, G/F, 1/F, 2/F, 3/F, 4/F, 5/F, 6/F, 7/F, Transfer Plate, Roof, Upper Roof 1, Upper Roof 2 and Top Roof)

Floor numbering in the multi-unit building as provided in the approved building plans for the Phase
Tower 2: B4/F, B3/F, B2/F, B1/F, G/F, 1/F - 12/F, 15/F - 23/F, 25/F - 33/F, 35/F - 43/F, 45/F - 53/F, 55/F - 63/F, 65/F - 68/F, Roof, Upper Roof 1, Upper Roof 2 and Top Roof

Omitted floor numbers in the multi-unit building in which the floor numbering is not in consecutive order
13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F

Refuge floors of each multi-unit building
27/F and 47/F

The Phase is an uncompleted phase
Estimated material date for the Phase as provided by the authorized person for the Phase: 11 December 2027
The estimated material date is subject to any extension of time that is permitted under the agreement for sale and purchase. For the purpose of the agreement for sale and purchase, without limiting any other means by which the completion of the Phase may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Phase has been completed or is deemed to be completed (as the case may be).

Remark:
"Material date" means the date on which the conditions of the land grant are complied with in respect of the Phase.

發展項目期數名稱
33 清水灣（「發展項目」）的第1期（「期數」）

期數所位於的街道的名稱及由差餉物業估價署署長為識別期數的目的而編配的門牌號數
清水灣道33號
備註：上述臨時門牌號數有待期數建成時確認。

期數包含 1 幢多單位建築物
此幢多單位建築物的樓層的總數
第2座： 54層（不包括地庫4層、地庫3層、地庫2層、地庫1層、地下、1樓、2樓、3樓、4樓、5樓、6樓、7樓、結構轉換層、天台、上層天台1、上層天台2及頂層天台）

期數的經批准的建築圖則所規定的此幢多單位建築物內的樓層號數
第2座： 地庫4層、地庫3層、地庫2層、地庫1層、地下、1樓至12樓、15樓至23樓、25樓至33樓、35樓至43樓、45樓至53樓、55樓至63樓、65樓至68樓、天台、上層天台1、上層天台2及頂層天台

此幢有不依連續次序的樓層號數的多單位建築物內被略去的樓層號數
13樓、14樓、24樓、34樓、44樓、54樓及64樓

每幢多單位建築物內的庇護層
27樓及47樓

本期數屬未落成期數
期數的認可人士提供該期數的預計關鍵日期：2027年12月11日
預計關鍵日期是受到買賣合約所允許的任何延期所規限的。為買賣合約的目的，在不局限任何其他可用以證明期數落成的方法的原則下，地政總署署長發出的合格證明書或轉讓同意，即為期數已落成或當作已落成（視屬何情況而定）的確證。

備註：
「關鍵日期」指批地文件的條件就期數而獲符合的日期。

INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE PHASE
賣方及有參與期數的其他人的資料

Vendor
Best Power (Asia) Limited
Jumbo Power Enterprises Limited

賣方
盛佳（亞洲）有限公司
頌威企業有限公司

Holding companies of the vendor
Holding companies of Best Power (Asia) Limited:
Bestcare Management Limited
Jumbo Star Limited
Kowloon Development Company Limited

Holding companies of Jumbo Power Enterprises Limited:
Jumbo Star Limited
Kowloon Development Company Limited

賣方的控權公司
盛佳（亞洲）有限公司的控權公司：
Bestcare Management Limited
Jumbo Star Limited
九龍建業有限公司

頌威企業有限公司的控權公司：
Jumbo Star Limited
九龍建業有限公司

Authorized Person for the Phase
Cheng Yan Ying Grace

期數的認可人士
鄭恩瑩

The firm or corporation of which an authorized person for the Phase is a proprietor, director or employee in his or her professional capacity
AGC Design Limited

期數的認可人士以其專業身分擔任經營人、董事或僱員的商號或法團
創智建築師有限公司

Building Contractor for the Phase
Trillion Way Creation Limited

期數的承建商
兆佳創建有限公司

The firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase
Grandall Zimmern Law Firm

就期數中的住宅物業的出售而代表擁有人行事的律師事務所
國浩律師（香港）事務所

Any authorized institution that has made a loan, or has undertaken to provide finance, for the construction of the Phase
Bank of China (Hong Kong) Limited
DBS Bank (Hong Kong) Limited
United Overseas Bank Limited
China Citic Bank International Limited
Dah Sing Bank, Limited
The Bank of East Asia, Limited
China Construction Bank (Asia) Corporation Limited

已為期數的建造提供貸款或已承諾為該項建造提供融資的認可機構
中國銀行（香港）有限公司
星展銀行（香港）有限公司
大華銀行有限公司
中信銀行（國際）有限公司
大新銀行有限公司
東亞銀行有限公司
中國建設銀行（亞洲）股份有限公司

Any other person who has made a loan for the construction of the Phase
Jumbo Star Limited
Tai Fung Bank Limited

已為期數的建造提供貸款的任何其他人
Jumbo Star Limited
大豐銀行有限公司

(a)	The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of an authorized person for the Phase. 賣方或有關期數的承建商屬個人，並屬該期數的認可人士的家人。	Not applicable 不適用
(b)	The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of such an authorized person. 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的家人。	Not applicable 不適用
(c)	The vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of such an authorized person. 賣方或該期數的承建商屬法團，而該賣方或承建商 (或該賣方的控權公司) 的董事或秘書屬上述認可人士的家人。	No 否
(d)	The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of an associate of such an authorized person. 賣方或該期數的承建商屬個人，並屬上述認可人士的有聯繫人士的家人。	Not applicable 不適用
(e)	The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of an associate of such an authorized person. 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬上述認可人士的有聯繫人士的家人。	Not applicable 不適用
(f)	The vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of an associate of such an authorized person. 賣方或該期數的承建商屬法團，而該賣方或承建商 (或該賣方的控權公司) 的董事或秘書屬上述認可人士的有聯繫人士的家人。	No 否
(g)	The vendor or a building contractor for the Phase is an individual, and that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase. 賣方或該期數的承建商屬個人，並屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	Not applicable 不適用
(h)	The vendor or a building contractor for the Phase is a partnership, and a partner of that vendor or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase. 賣方或該期數的承建商屬合夥，而該賣方或承建商的合夥人屬就該期數內的住宅物業的出售代表擁有人行事的律師事務所行事的經營人的家人。	Not applicable 不適用
(i)	The vendor or a building contractor for the Phase is a corporation, and a director or the secretary of that vendor or contractor (or a holding company of that vendor) is an immediate family member of a proprietor of such a firm of solicitors. 賣方或該期數的承建商屬法團，而該賣方或承建商 (或該賣方的控權公司) 的董事或秘書屬上述律師事務所的經營人的家人。	No 否
(j)	The vendor, a holding company of the vendor, or a building contractor for the Phase, is a private company, and an authorized person for the Phase, or an associate of such an authorized person, holds at least 10% of the issued shares in that vendor, holding company or contractor. 賣方、賣方的控權公司或有關期數的承建商屬私人公司，而該期數的認可人士或該認可人士的有聯繫人士持有該賣方、控權公司或承建商最少10%的已發行股份。	No 否

(k)	The vendor, a holding company of the vendor, or a building contractor for the Phase, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that vendor, holding company or contractor. 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、控權公司或承建商最少1%的已發行股份。	No 否
(l)	The vendor or a building contractor for the Phase is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor. 賣方或該期數的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、承建商或該賣方的控權公司的僱員、董事或秘書。	No 否
(m)	The vendor or a building contractor for the Phase is a partnership, and such an authorized person, or such an associate, is an employee of that vendor or contractor. 賣方或該期數的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方或承建商的僱員。	Not applicable 不適用
(n)	The vendor, a holding company of the vendor, or a building contractor for the Phase, is a private company, and a proprietor of a firm of solicitors acting for the owner in relation to the sale of residential properties in the Phase holds at least 10% of the issued shares in that vendor, holding company or contractor. 賣方、賣方的控權公司或該期數的承建商屬私人公司，而就該期數中的住宅物業的出售而代表擁有人行事的律師事務所的經營人持有該賣方、控權公司或承建商最少10%的已發行股份。	No 否
(o)	The vendor, a holding company of the vendor, or a building contractor for the Phase, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that vendor, holding company or contractor. 賣方、賣方的控權公司或該期數的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、控權公司或承建商最少1%的已發行股份。	No 否
(p)	The vendor or a building contractor for the Phase is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary of that vendor or contractor or of a holding company of that vendor. 賣方或該期數的承建商屬法團，而上述律師事務所的經營人屬該賣方或承建商或該賣方的控權公司的僱員、董事或秘書。	No 否
(q)	The vendor or a building contractor for the Phase is a partnership, and a proprietor of such a firm of solicitors is an employee of that vendor or contractor. 賣方或該期數的承建商屬合夥，而上述律師事務所的經營人屬該賣方或承建商的僱員。	Not applicable 不適用
(r)	The vendor or a building contractor for the Phase is a corporation, and the corporation of which an authorized person for the Phase is a director or employee in his or her professional capacity is an associate corporation of that vendor or contractor or of a holding company of that vendor. 賣方或該期數的承建商屬法團，而該期數的認可人士以其專業身份擔任董事或僱員的法團為該賣方或承建商或該賣方的控權公司的有聯繫法團。	No 否
(s)	The vendor or a building contractor for the Phase is a corporation, and that contractor is an associate corporation of that vendor or of a holding company of that vendor. 賣方或該期數的承建商屬法團，而該承建商屬該賣方或該賣方的控權公司的有聯繫法團。	Yes* 是*

Note:
A reference to the Vendor here is a reference to Best Power (Asia) Limited and Jumbo Power Enterprises Limited.

* The building contractor is an associate corporation of the each of the Vendor or each of the holding companies of the Vendor.

備註:
在此提述賣方即提述盛佳(亞洲)有限公司及頌威企業有限公司。

* 承建商屬各賣方或各賣方的控權公司的有聯繫法團。

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

There will be non-structural prefabricated external walls forming part of the enclosing walls of the Phase.

期數將有構成圍封牆的一部份的非結構的預製外牆。

The range of thickness of the non-structural prefabricated external walls of each block is 150mm.

每幢建築物的非結構的預製外牆的厚度範圍為150毫米。

Schedule of total area of the non-structural prefabricated external walls of each residential property
每個住宅物業的非結構的預製外牆的總面積表

Tower 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m) 每個住宅物業的非結構的預製外牆的總面積（平方米）
Tower 2 第2座	8/F 8樓	A	1.748
		B	1.129
		C	1.268
		D	1.159
		E	1.716
		F	1.716
		G	1.159
	9/F - 12/F, 15/F - 23/F and 25/F -26/F 9樓至12樓、 15樓至23樓 及25樓至26樓	A	1.748
		B	1.129
		C	1.268
		D	1.159
		E	1.716
		F	1.716
		G	1.159
	28/F -33/F, 35/F - 43/F, 45/F - 46/F, 48/F - 53/F, 55/F - 63/F and 65/F 28樓至33樓、 35樓至43樓、 45樓至46樓、48樓至 53樓、55樓至63樓 及65樓	A	1.748
		B	1.129
		C	1.268
		D	1.159
		E	1.716
		F	1.716
		G	1.159

Tower 座數	Floor 樓層	Flat 單位	Total area of the non-structural prefabricated external walls of each residential property (sq.m) 每個住宅物業的非結構的預製外牆的總面積（平方米）
Tower 2 第2座	66/F 66樓	A	1.748
		B	1.129
		C	1.268
		D	1.159
		E	1.716
		F	1.716
		G	1.159
	67/F and 68/F Duplex 67樓及68樓 複式	A	-
	67/F 67樓	B	1.234
		C	1.159
		D	1.716
		E	1.716
		F	1.159
	68/F 68樓	B	0.455
		C	1.159
		D	1.716
		E	1.716
		F	1.159

Remark:
13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.

備註：
不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。

INFORMATION ON DESIGN OF THE PHASE
期數的設計的資料

There will be curtain walls forming part of the enclosing walls of the Phase.

The range of thickness of the curtain walls of each block is 200mm.

期數將有構成圍封牆的一部分的幕牆。

每幢建築物的幕牆的厚度範圍為200毫米。

Total area of the curtain walls of each residential property
每個住宅物業的幕牆的總面積

Tower 座數	Floor 樓層	Flat 單位	Total area of the curtain walls of each residential property (sq.m) 每個住宅物業的幕牆的總面積（平方米）
Tower 2 第2座	8/F 8樓	A	0.750
		B	-
		C	0.608
		D	-
		E	-
		F	-
		G	-
	9/F - 12/F, 15/F - 23/F and 25/F -26/F 9樓至12樓、 15樓至23樓 及25樓至26樓	A	0.750
		B	-
		C	0.608
		D	-
		E	-
		F	-
		G	-
	28/F -33/F, 35/F - 43/F, 45/F - 46/F, 48/F - 53/F, 55/F - 63/F and 65/F 28樓至33樓、 35樓至43樓、 45樓至46樓、48樓至 53樓、55樓至63樓 及65樓	A	0.750
		B	-
		C	0.608
		D	-
		E	-
		F	-
		G	-

Tower 座數	Floor 樓層	Flat 單位	Total area of the curtain walls of each residential property (sq.m) 每個住宅物業的幕牆的總面積（平方米）
Tower 2 第2座	66/F 66樓	A	0.750
		B	-
		C	0.608
		D	-
		E	-
		F	-
		G	-
	67/F and 68/F Duplex 67樓及68樓 複式	A	9.805
	67/F 67樓	B	0.608
		C	-
		D	-
		E	-
		F	-
	68/F 68樓	B	1.573
		C	-
		D	-
		E	-
		F	-

Remark:
13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.

備註：
不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。

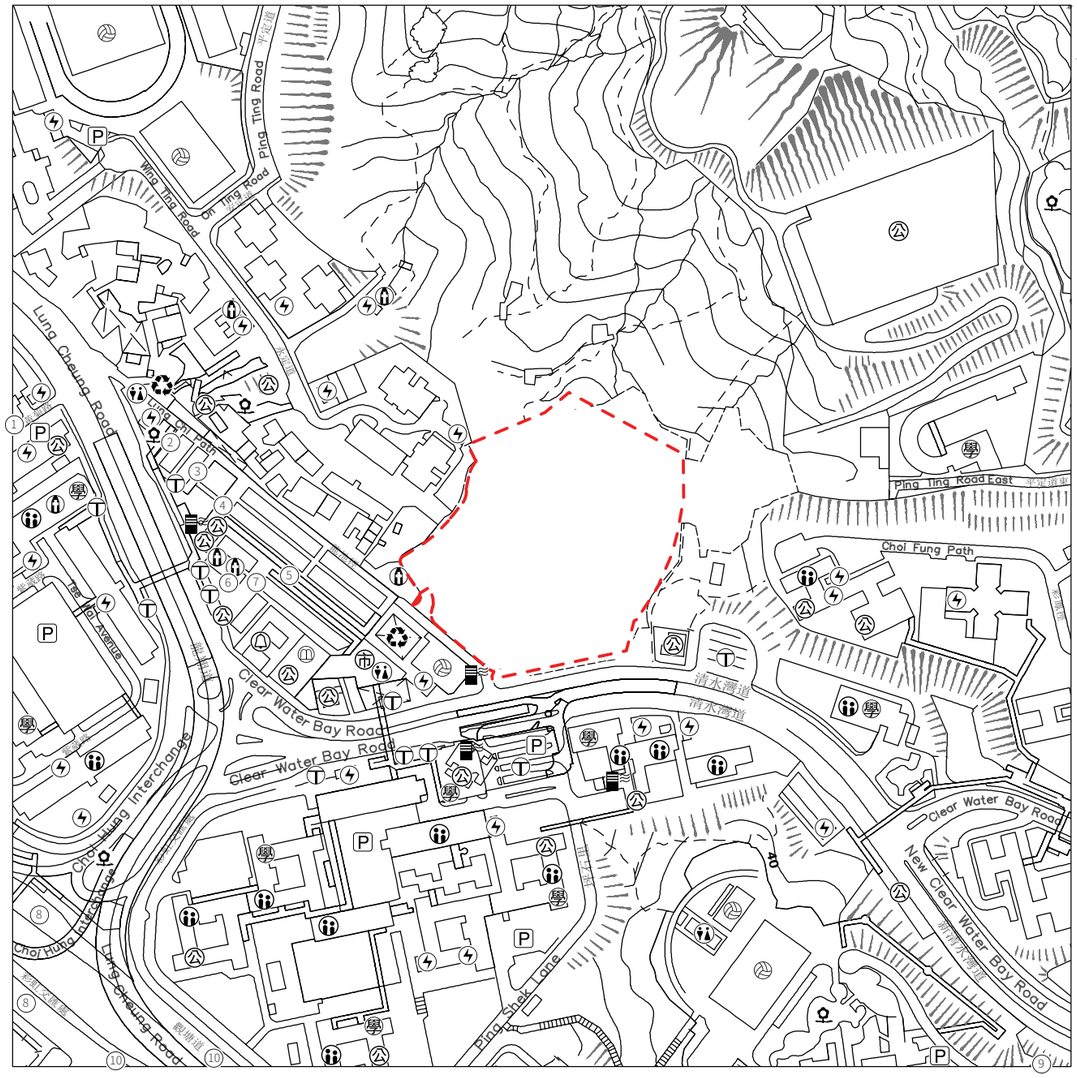
The person appointed as the manager of the Phase under the latest draft Deed of Mutual Covenant

Country House Property Management Limited

根據有關公契的最新擬稿，獲委任為期數的管理人的人

康居物業管理有限公司

LOCATION PLAN OF THE DEVELOPMENT
發展項目的所在位置圖



NOTATION 圖例

- Library 圖書館
- Power plant (including electricity sub-stations) 發電廠(包括電力分站)
- Refuse collection point 垃圾收集站
- Market (including Wet Market and Wholesale Market) 市場(包括濕貨市場及批發市場)
- Public carpark (including lorry park) 公眾停車場(包括貨車停泊處)
- Public convenience 公廁
- Public utility installation 公用事業設施裝置
- Religious institution (including church, temple and Tsz Tong) 宗教場所(包括教堂、廟宇及祠堂)
- School (including kindergarten) 學校(包括幼稚園)
- Social welfare facilities (including elderly centre and home for the mentally disabled) 社會福利設施(包括老人中心及弱智人士護理院)
- Public park 公園
- Sports facilities (including sports ground and swimming pool) 體育設施(包括運動場及游泳池)
- Public transport terminal (including rail station) 公共交通總站(包括鐵路車站)
- Ventilation Shaft for the Mass Transit Railway 香港鐵路的通風井
- Fire Station 消防局

Street names in Chinese and English not shown in full in the location plan of the Development:
於發展項目的所在位置圖未能顯示之街道的中英文全名：

① Wong Kuk Avenue 黃菊路
② Fu Chi Path 富池徑
③ Kwai Chi Path 貴池徑
④ Wing Chi Path 榮池徑
⑤ Kam Chi Path 金池徑
⑥ Ngan Chi Path 銀池徑
⑦ Wah Chi Path 華池徑
⑧ Prince Edward Road East 太子道東
⑨ Choi Shing Lane 彩盛里
⑩ Kwun Tong Road 觀塘道

The above location plan is made with reference Survey Sheet No. T11-NE-A dated 10 September 2026 with adjustments where necessary.
上述位置圖是參考日期為2026年9月10日的測繪圖編號T11-NE-A，經修正處理。

The Map is provided by the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.
地圖由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

Note:
Due to technical reasons, this location plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註:
因技術原因，此位置圖所顯示的範圍多於《一手住宅物業銷售條例》的規定。

AERIAL PHOTOGRAPH OF THE PHASE
期數的鳥瞰照片



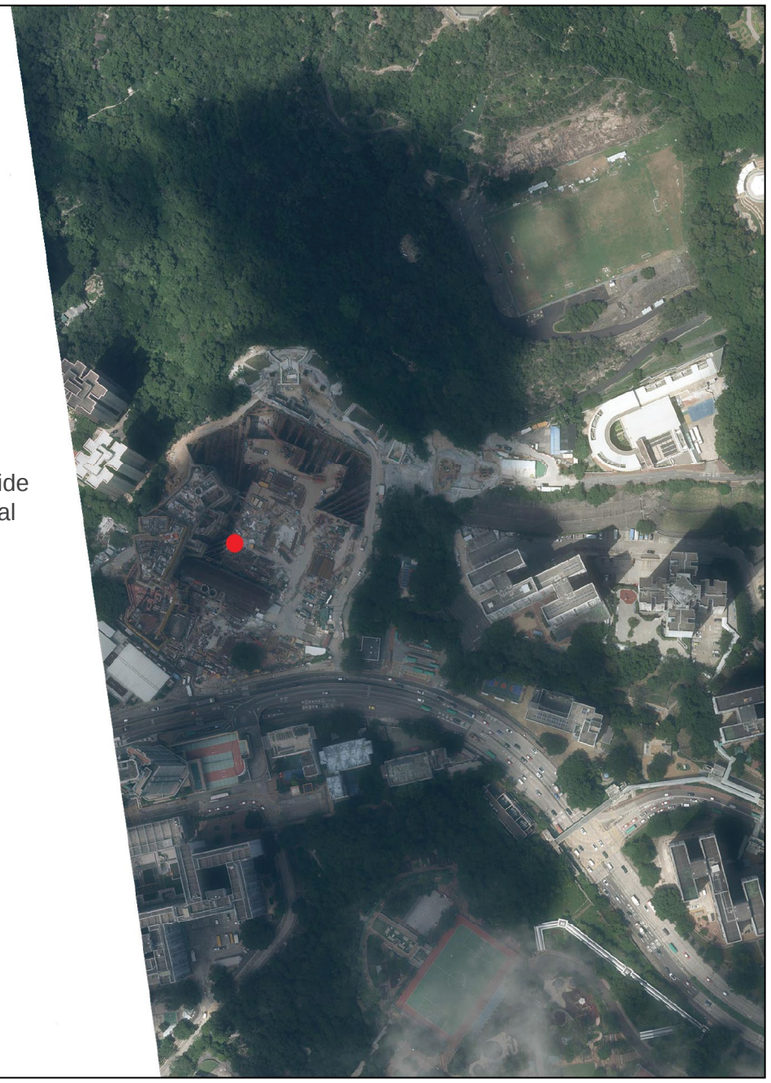
These blank areas fall outside the coverage of the aerial photograph.
鳥瞰照片並不覆蓋本空白範圍。

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, Photo No. E260842C, dated 13 September 2025.
摘錄自地政總署測繪處於2025年9月13日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E260842C。

Aerial Photograph is/are provided by the the CSDI Portal and intellectual property rights are owned by the Government of the HKSAR.
鳥瞰照片由空間數據共享平台提供，香港特別行政區政府為知識產權擁有人。

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This blank area falls outside the coverage of the aerial photograph.
鳥瞰照片並不覆蓋本空白範圍。



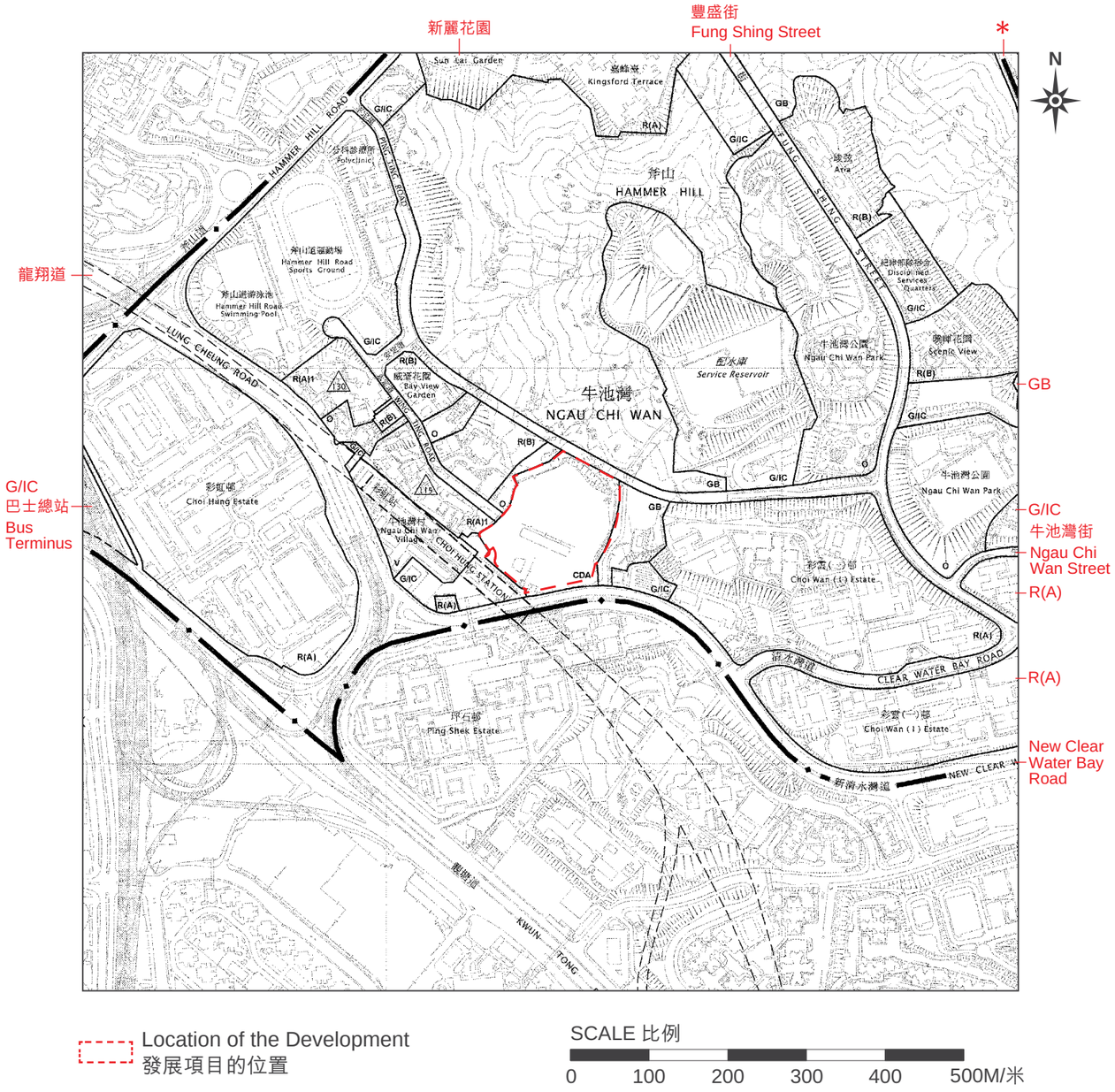
Location of the Phase
期數的位置

Adopted from part of the aerial photograph taken by the Survey and Mapping Office of Lands Department at a flying height of 6,900 feet, Photo No. E260841C, dated 13 September 2025.
摘錄自地政總署測繪處於2025年9月13日在6,900呎飛行高度拍攝之鳥瞰照片，編號為E260841C。

Note :
Due to technical reasons, this aerial photograph has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：
因技術原因，此鳥瞰照片所顯示的範圍超過《一手住宅物業銷售條例》的規定。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等



Location of the Development
發展項目的位置

SCALE 比例
0 100 200 300 400 500M/米

Extracted from the approved Ngau Chi Wan (Kowloon Planning Area No. 12) Outline Zoning Plan, Plan No. S/K12/18, gazetted on 5 May 2023, with adjustments where necessary.
摘錄自2023年5月5日刊憲之牛池灣（九龍規劃區第12區）分區計劃大綱核准圖，圖則編號為S/K12/18，經修正處理。

NOTATION 圖例

ZONES 地帶

Comprehensive Development Area 綜合發展區	CDA
Residential (Group A) 住宅（甲類）	R(A)
Residential (Group B) 住宅（乙類）	R(B)
Village Type Development 鄉村式發展	V
Government, Institution or Community 政府、機構或社區	G/IC
Open Space 休憩用地	O
Green Belt 綠化地帶	GB

COMMUNICATIONS 交通

Major Road and Junction 主要道路及路口	
Elevated Road 高架道路	
Railway and Station (Underground) 鐵路及車站（地下）	車站 Station

MISCELLANEOUS 其他

Boundary of Planning Scheme 規劃範圍界線	
Maximum Building Height (In metres above Principal Datum) 最高建築物高度（在主水平基準上若干米）	115

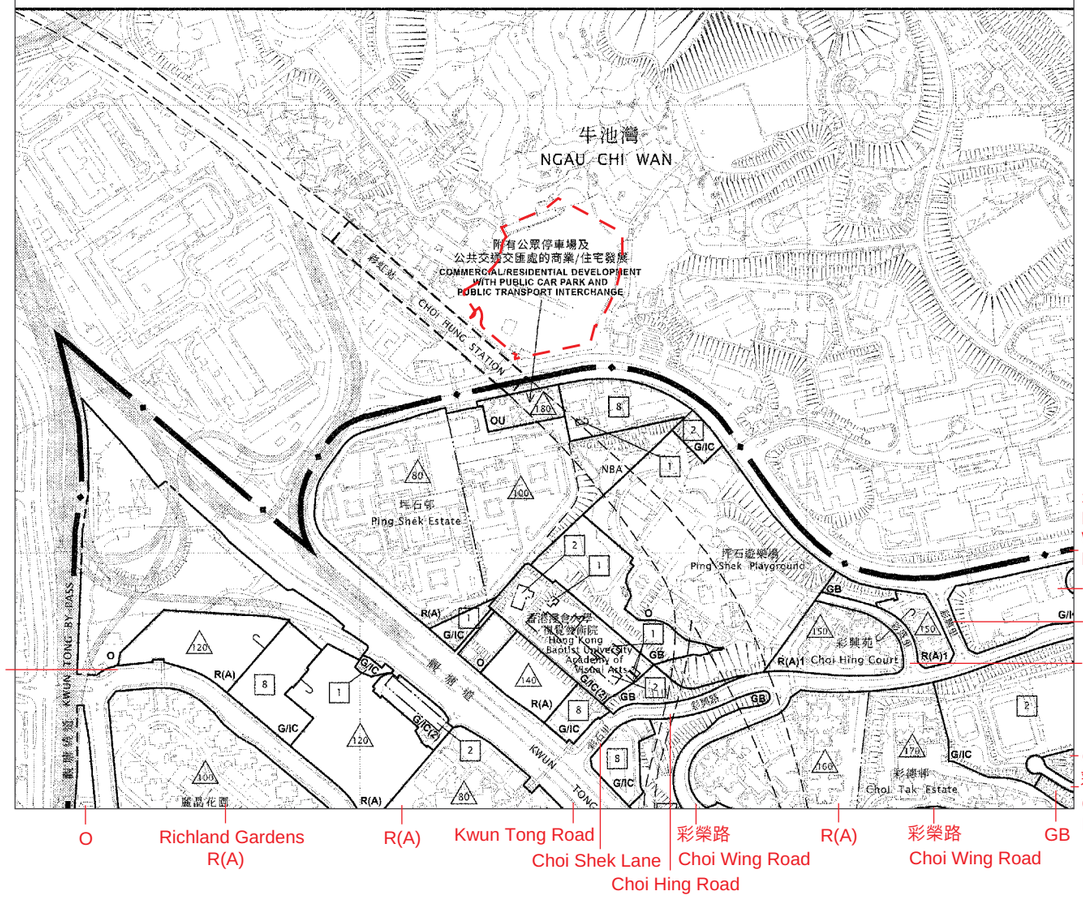
* This area is not covered by Outline Zoning Plan or Development Permission Area Plan, or the plan deemed to be a draft plan.
此地帶並不被納入於分區計劃大綱圖或發展審批地區圖，或被當作草圖的圖則。

Note:
Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：
因技術原因，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等

This blank area falls outside the coverage of this outline zoning plan
本分區計劃大綱圖並不覆蓋本空白範圍



Extracted from the approved Ngau Tau Kok & Kowloon Bay (Kowloon Planning Areas No. 13 & 17) Outline Zoning Plan, Plan No. S/K13/34, gazetted on 7 November 2025, with adjustments where necessary.

摘錄自2025年11月7日刊憲之牛頭角及九龍灣（九龍規劃區第13及第17區）分區計劃大綱核准圖，圖則編號為S/K13/34，經修正處理。

NOTATION 圖例

ZONES 地帶

Residential (Group A) 住宅（甲類）	R(A)
Government, Institution or Community 政府、機構或社區	G/IC
Open Space 休憩用地	O
Green Belt 綠化地帶	GB
Other Specified Uses 其他指定用途	OU

COMMUNICATIONS 交通

Major Road and Junction 主要道路及路口	
Elevated Road 高架道路	
Railway and Station (Underground) 鐵路及車站（地下）	車站 Station

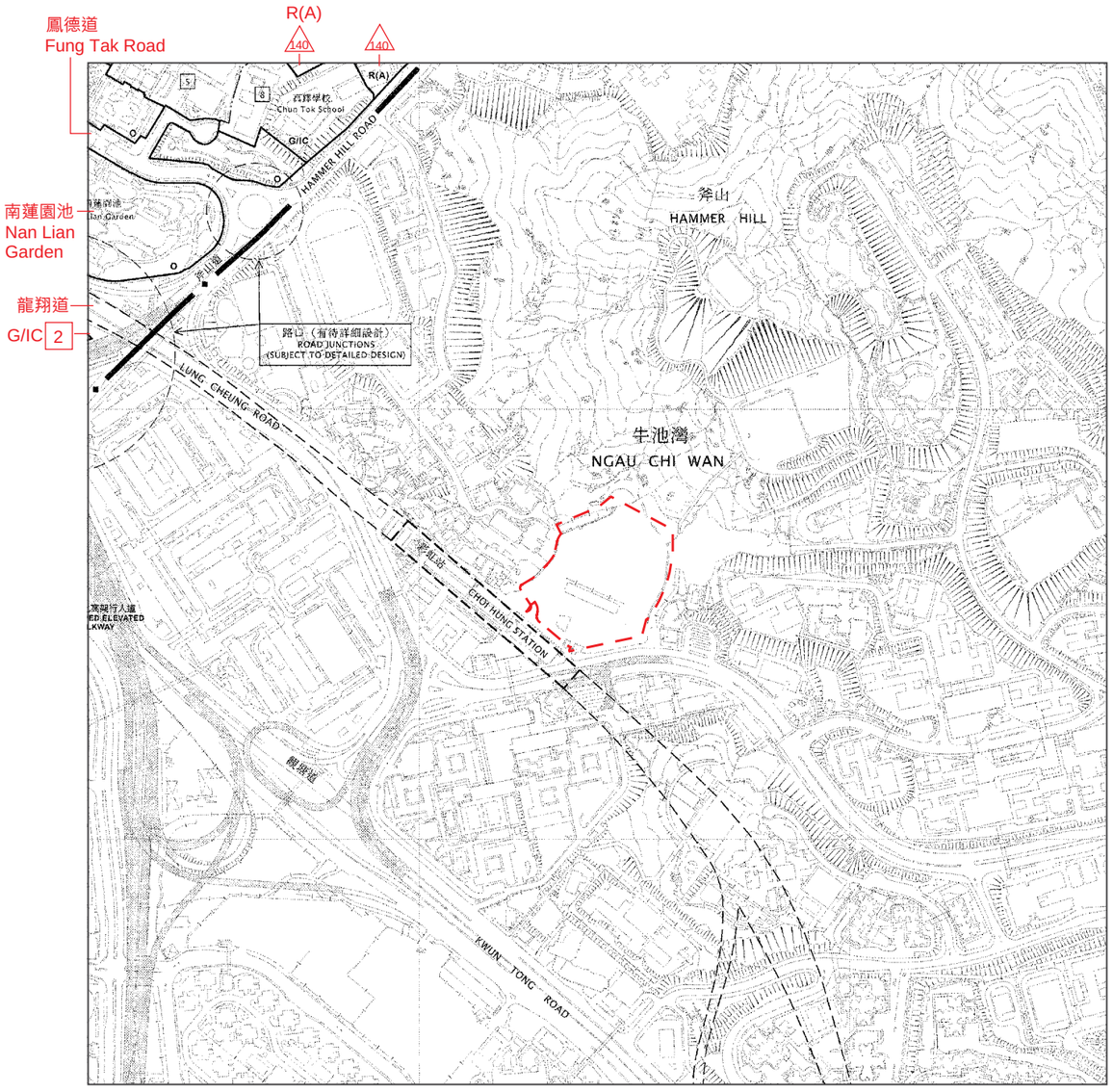
MISCELLANEOUS 其他

Boundary of Planning Scheme 規劃範圍界線	
Building Height Control Zone Boundary 建築物高度管制區界線	
Maximum Building Height (In metres above Principal Datum) 最高建築物高度（在主水平基準上若干米）	120
Maximum Building Height (In number of storeys) 最高建築物高度（樓層數目）	8
Non-Building Area 非建築用地	NBA

Note:
Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：
因技術原因，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

OUTLINE ZONING PLAN ETC. RELATING TO THE DEVELOPMENT
關乎發展項目的分區計劃大綱圖等



Location of the Development
發展項目的位置

SCALE 比例
0 100 200 300 400 500M/米

Extracted from the draft Tsz Wan Shan, Diamond Hill and San Po Kong (Kowloon Planning Area No. 11) Outline Zoning Plan, Plan No. S/K11/32, gazetted on 15 May 2026, with adjustments where necessary.

摘錄自2026年5月15日刊憲之慈雲山、鑽石山及新蒲崗（九龍規劃區第11區）分區計劃大綱草圖，圖則編號為S/K11/32，經修正處理。

NOTATION 圖例

ZONES 地帶

Residential (Group A) 住宅(甲類)	R(A)
Government, Institution or Community 政府、機構或社區	G/IC
Open Space 休憩用地	O

COMMUNICATIONS 交通

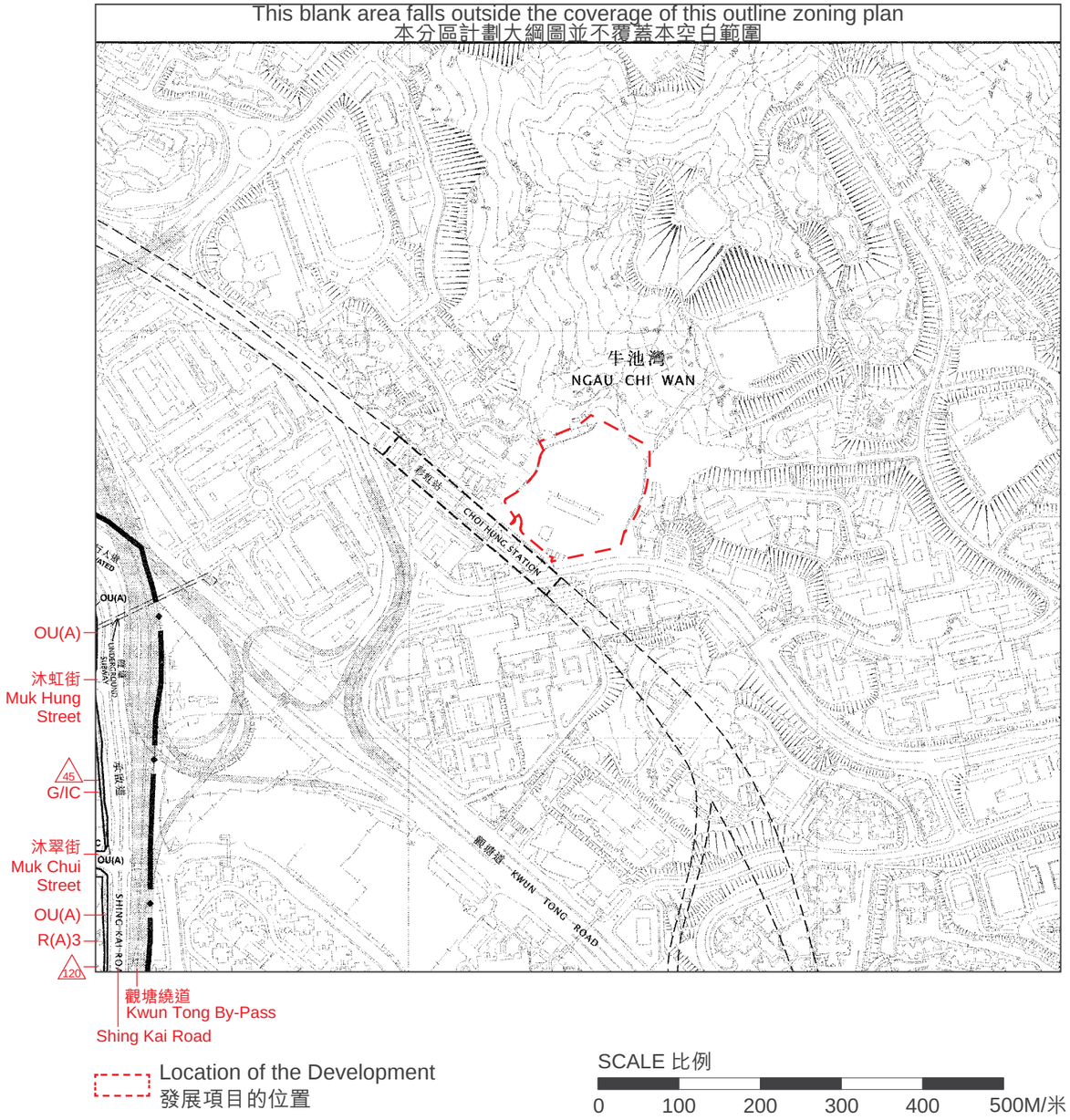
Major Road and Junction 主要道路及路口	
Elevated Road 高架道路	
Railway and Station (Underground) 鐵路及車站(地下)	車站 Station

MISCELLANEOUS 其他

Boundary of Planning Scheme 規劃範圍界線	
Building Height Control Zone Boundary 建築物高度管制區界線	
Maximum Building Height (In metres above Principal Datum) 最高建築物高度(在主水平基準上若干米)	100
Maximum Building Height (In number of storeys) 最高建築物高度(樓層數目)	8
Non-Building Area 非建築用地	NBA

Note:
Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註:
因技術原因，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。



N

Extracted from the draft Kai Tak (Kowloon Planning Areas No. 22) Outline Zoning Plan, Plan No. S/K22/9, gazetted on 17 July 2026, with adjustments where necessary.
摘錄自2026年7月17日刊憲之啟德（九龍規劃區第22區）分區計劃大綱草圖，圖則編號為S/K22/9，經修正處理。

NOTATION 圖例

ZONES 地帶

Residential (Group A) 住宅（甲類） R(A)

Government, Institution or Community 政府、機構或社區 G/IC

Other Specified Uses 其他指定用途 OU

COMMUNICATIONS 交通

Major Road and Junction 主要道路及路口

Elevated Road 高架道路

Railway and Station (Underground) 鐵路及車站（地下） 車站 Station

MISCELLANEOUS 其他

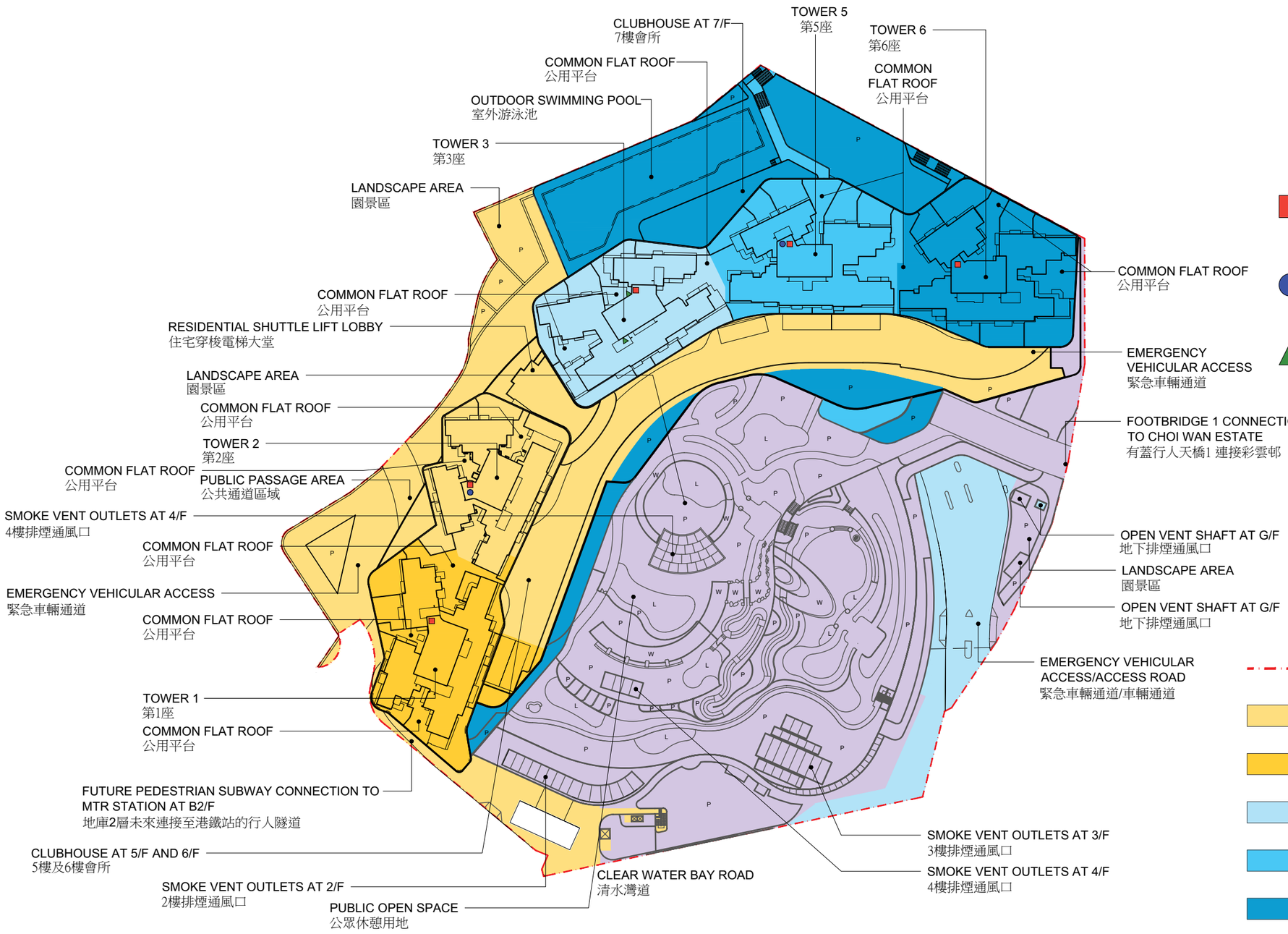
Boundary of Planning Scheme 規劃範圍界線

Maximum Building Height (In metres above Principal Datum)
最高建築物高度（在主水平基準上若干米） 15

Note:
Due to technical reasons, this outline zoning plan has shown more than the area required under the Residential Properties (First-hand Sales) Ordinance.

備註：
因技術原因，此分區計劃大綱圖所顯示的範圍超過《一手住宅物業銷售條例》的規定。

LAYOUT PLAN OF THE DEVELOPMENT
發展項目的布局圖



LEGEND 圖例:

P = PLANTER (TREE PLANTING AREA)
= 花槽(植樹區)

L = LAWN = 草坪

W = WATER FEATURE = 水景

COMMUNAL AERIAL BROADCAST DISTRIBUTION SYSTEM AT TOP ROOF FLOOR
公共天線分布系統於頂層天台

LIGHTNING ROD AT TOP ROOF FLOOR
避雷針於頂層天台

MOBILE PHONE ANTENNAE AT TOP ROOF FLOOR
電話天線於頂層天台

Boundary Line of the Development
發展項目的界線

PHASE 1
第1期

PHASE 2
第2期

PHASE 3A
第3A期

PHASE 3B
第3B期

PHASE 3C
第3C期

PHASE 4
第4期

SCALE 比例
0 10 20 30M/米

N

The estimated date of completion of the uncompleted buildings and facilities, as provided by the authorized person for Phase 1, Phase 2, Phase 3A, 3B, 3C and Phase 4 is : Phase 1: 30 September 2027; Phase 2: 31 May 2028; Phase 3A, 3B and 3C: 31 March 2029 and Phase 4: 31 March 2029
由第1期、第2期 、第3A, 3B, 3C期及第4期的認可人士提供的未落成建築物及設施的預計落成日期為：第1期：2027年9月30日；第2期：2028年5月31日；第3A, 3B, 3C期：2029年3月31日及第4期：2029年3月31日

Remark : This plan shows the layout of the Development from an aerial view only. The boundaries and areas of different phases on different floors could be different from those shown here.

備註 : 本圖僅顯示從上空鳥瞰可見之發展項目布局。不同期數於不同樓層上的邊界和範圍可能與本圖所示者不同。

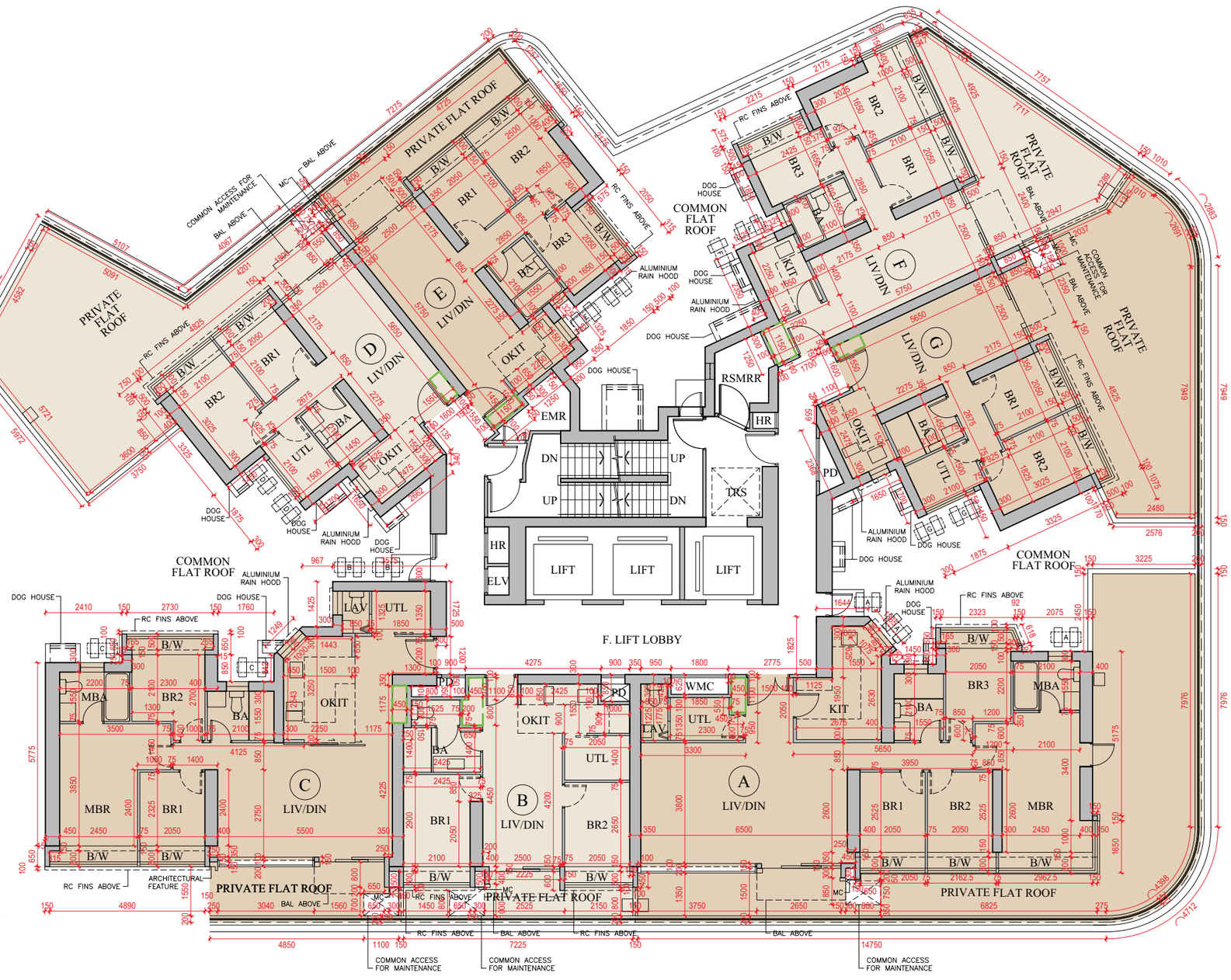
Legend for floor plans of residential properties in the Phase
期數的住宅物業的樓面平面圖圖例

ACP	= AIR CONDITIONER PLATFORM	空調機平台
ALUMINUM RAIN HOOD	= ALUMINUM RAIN HOOD	鋁質雨篷
ARCHITECTURAL FEATURE	= ARCHITECTURAL FEATURE	建築裝飾
ARCHITECTURAL FEATURE ABOVE	= ARCHITECTURAL FEATURE ABOVE	建築裝飾在上方
ARCHITECTURAL FEATURE BELOW	= ARCHITECTURAL FEATURE BELOW	建築裝飾在下方
BA	= BATHROOM	浴室
BA1	= BATHROOM 1	浴室 1
BA2	= BATHROOM 2	浴室 2
BAL	= BALCONY	露台
BAL ABOVE	= BALCONY ABOVE	露台置上
BR1	= BEDROOM 1	睡房 1
BR2	= BEDROOM 2	睡房 2
BR3	= BEDROOM 3	睡房 3
B/W	= BAY WINDOW	窗台
COMMON ACCESS FOR MAINTENANCE	= COMMON ACCESS FOR MAINTENANCE	供維修用之公用通道
COMMON FLAT ROOF	= COMMON FLAT ROOF	公用平台
CORRIDOR	= CORRIDOR	走廊
DN	= DOWN	落
DOG HOUSE	= MECHANICAL & ELECTRICAL SERVICES DUCT	管道檢修井
ELV	= EXTRA LOW VOLTAGE DUCT	特低壓電線槽
EMR	= ELECTRICAL METER ROOM	電錶房
F. LIFT LOBBY	= FIREMAN'S LIFT LOBBY	消防升降機大堂
FLAT ROOF	= FLAT ROOF	平台
LIFT	= LIFT	升降機
LIFT MACHINE ROOM	= LIFT MACHINE ROOM	升降機房
LIFT OVERRUN	= LIFT OVERRUN	升降機槽
HR	= HOSE REEL	消防喉轆
HR AT H/L	= HOSE REEL AT HIGH LEVEL	消防喉轆設於高位
KIT	= KITCHEN	廚房
LAV	= LAVATORY	洗手間
LIV/DIN	= LIVING ROOM/DINING ROOM	客廳/飯廳
MBA	= MASTER BATHROOM	主人浴室
MBR	= MASTER BEDROOM	主人睡房
MC	= METAL CLADDING	金屬飾面板
OKIT	= OPEN KITCHEN	開放式廚房
POWDER	= POWDER ROOM	化妝間
PRIVATE FLAT ROOF	= PRIVATE FLAT ROOF	私人平台
RC FINS ABOVE	= REINFORCED CONCRETE FINS ABOVE	鋼筋混凝土鰭置上
PD	= PIPE DUCT	管道槽
ROOF FOR FLAT X[1]	= ROOF FOR FLAT X[1]	X[1]單位天台
RSMRR	= REFUSE STORAGE AND MATERIAL RECOVERY ROOM	垃圾及物料回收室
ST	= STORE ROOM	儲物室
TOP OF BAL	= TOP OF BALCONY	露台頂
TOP OF B/W	= TOP OF BAY WINDOW	窗台頂
TOP OF STARHOOD OF FLAT X[1]	= TOP OF STARHOOD OF FLAT X[1]	X[1]單位梯屋上蓋
TRS	= TEMPORARY REFUGE SPACE	臨時庇護處
UP	= UP	上
UTL	= UTILITY ROOM	工作間
UTL1	= UTILITY ROOM 1	工作間 1
UTL2	= UTILITY ROOM 2	工作間 2
VOID	= VOID	中空
VOID ABOVE	= VOID ABOVE	上層中空
WMC	= WATER METER CABINET	水錶櫃
⌜ X[1] ⌝ ⌞ ⌟	= LOCATION OF AIR CONDITIONER OUTDOOR UNIT SERVING FLAT X[1]	X[1]單位空調室外機位置

Remark 備註 :
[1] 'X' denotes flat number.
'X' 表示單位編號。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **8/F**
第2座 **8樓**



SCALE 比例
0 2 4 6 8M/米

BUILT-IN FITTINGS PROVIDED IN THE FLAT
隨樓附送之嵌入式裝置

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Description 描述	Tower 座數	Floor 樓層	Flat 單位						
			A	B	C	D	E	F	G
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	8/F 8樓	150	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*

* Inclusive of the thickness of filling on sunken slab.
* 包括跌級樓之填充層厚度。

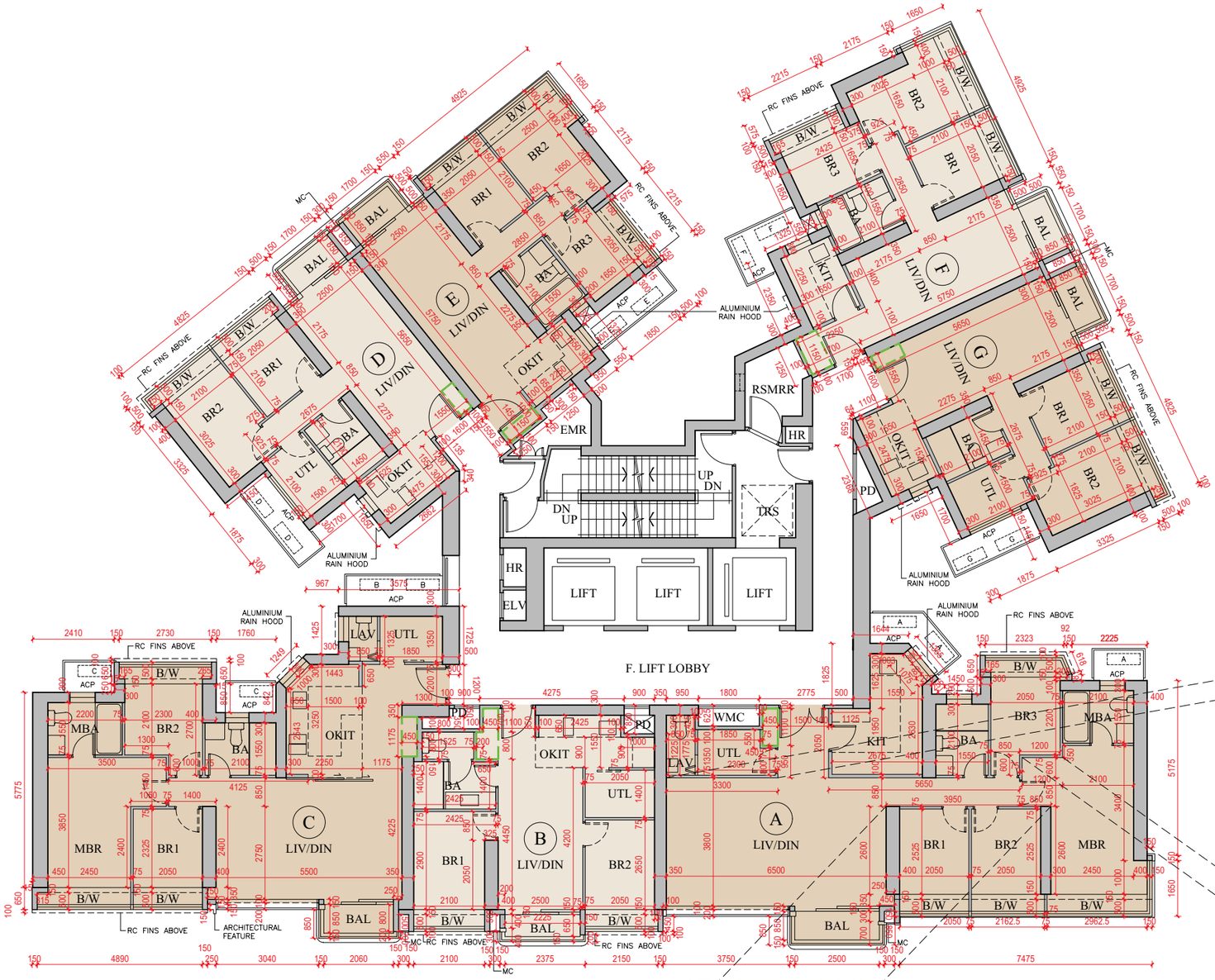
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

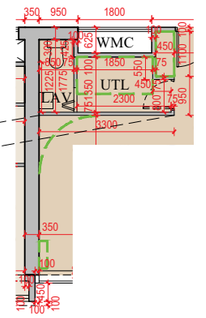
Remarks:
1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.

備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
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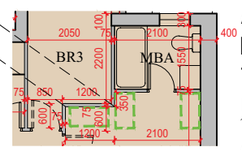
FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **9/F - 12/F, 15/F - 23/F, 25/F -26/F**
第2座 **9樓至12樓、15樓至23樓、25樓至26樓**

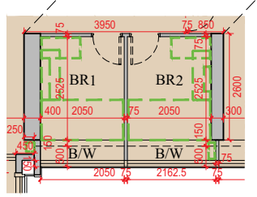




APPLICABLE TO FLAT A ON 18/F OF TOWER 2 ONLY
只適用於第2座18樓A單位



APPLICABLE TO FLAT A ON 18/F OF TOWER 2 ONLY
只適用於第2座18樓A單位



APPLICABLE TO FLAT A ON 18/F OF TOWER 2 ONLY
只適用於第2座18樓A單位

SCALE 比例
0 2 4 6 8M/米

BUILT-IN FITTINGS PROVIDED IN THE FLAT
隨樓附送之嵌入式裝置

Description 描述	Tower 座數	Floor 樓層	Flat 單位						
			A	B	C	D	E	F	G
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	9/F - 12/F, 15/F - 23/F and 25/F 9樓至12樓、 15樓至23樓及25樓	150	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）		26/F 26樓	150	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3200*, 3400*, 3550*	3100, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*

* Inclusive of the thickness of filling on sunken slab.
* 包括跌級樓之填充層厚度。

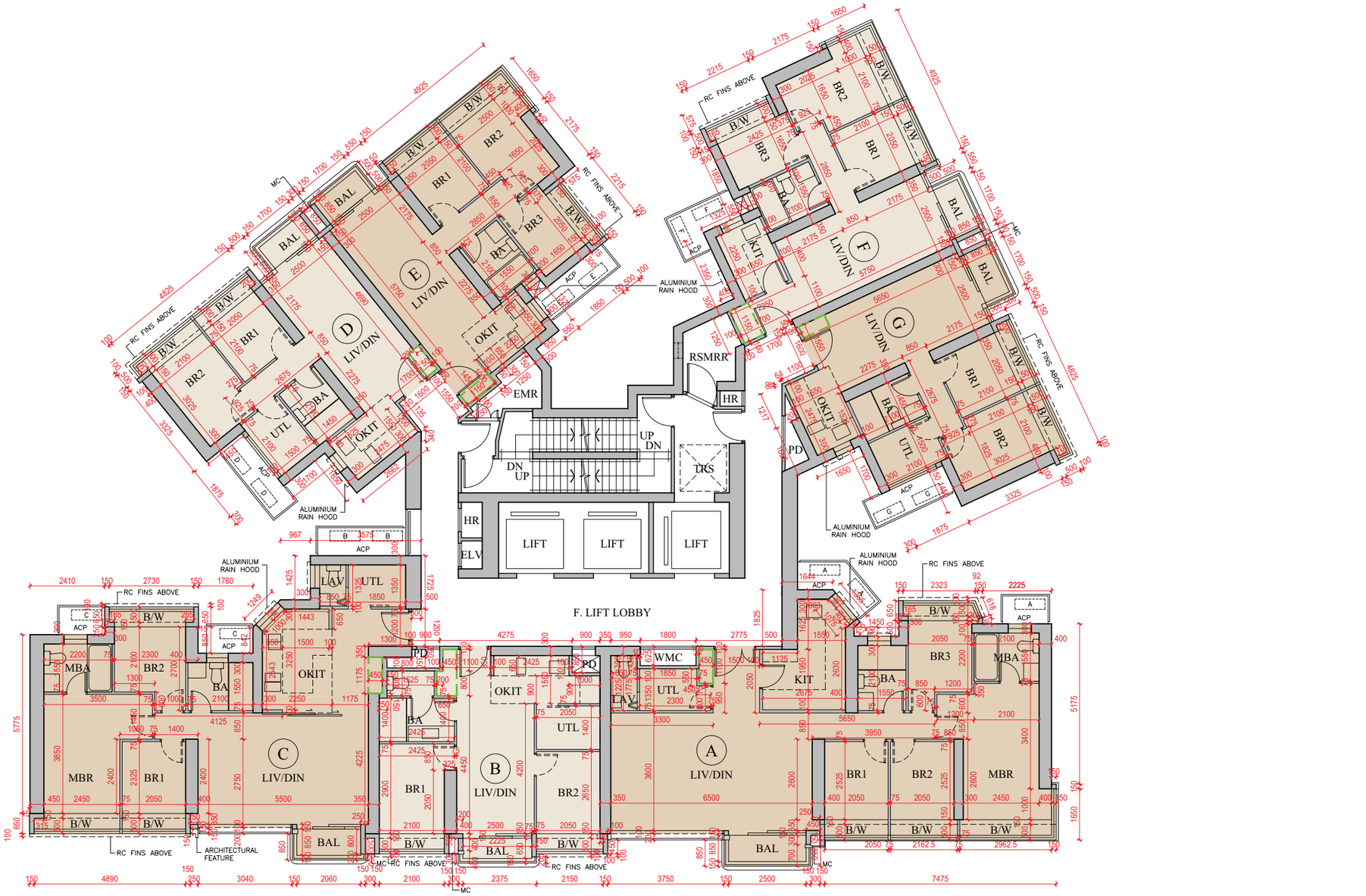
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:
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2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.

備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **28/F -33/F, 35/F - 43/F, 45/F - 46/F, 48/F - 53/F, 55/F - 63/F and 65/F**
第2座 **28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓及65樓**



SCALE 比例
0 2 4 6 8M/米

BUILT-IN FITTINGS PROVIDED IN THE FLAT
隨樓附送之嵌入式裝置

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Description 描述	Tower 座數	Floor 樓層	Flat 單位						
			A	B	C	D	E	F	G
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	28/F - 33/F, 35/F - 43/F, 45/F, 48/F - 53/F, 55/F - 63/F and 65/F 28樓至33樓、35樓至43樓、45樓、48樓至53樓、55樓至63樓及65樓	150	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）(毫米）			3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*	3100, 3100*
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）		46/F 46樓	150	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）(毫米）			3100, 3200*, 3400*, 3550*	3100, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*	3100, 3200*, 3400*, 3550*

* Inclusive of the thickness of filling on sunken slab.
* 包括跌級樓之填充層厚度。

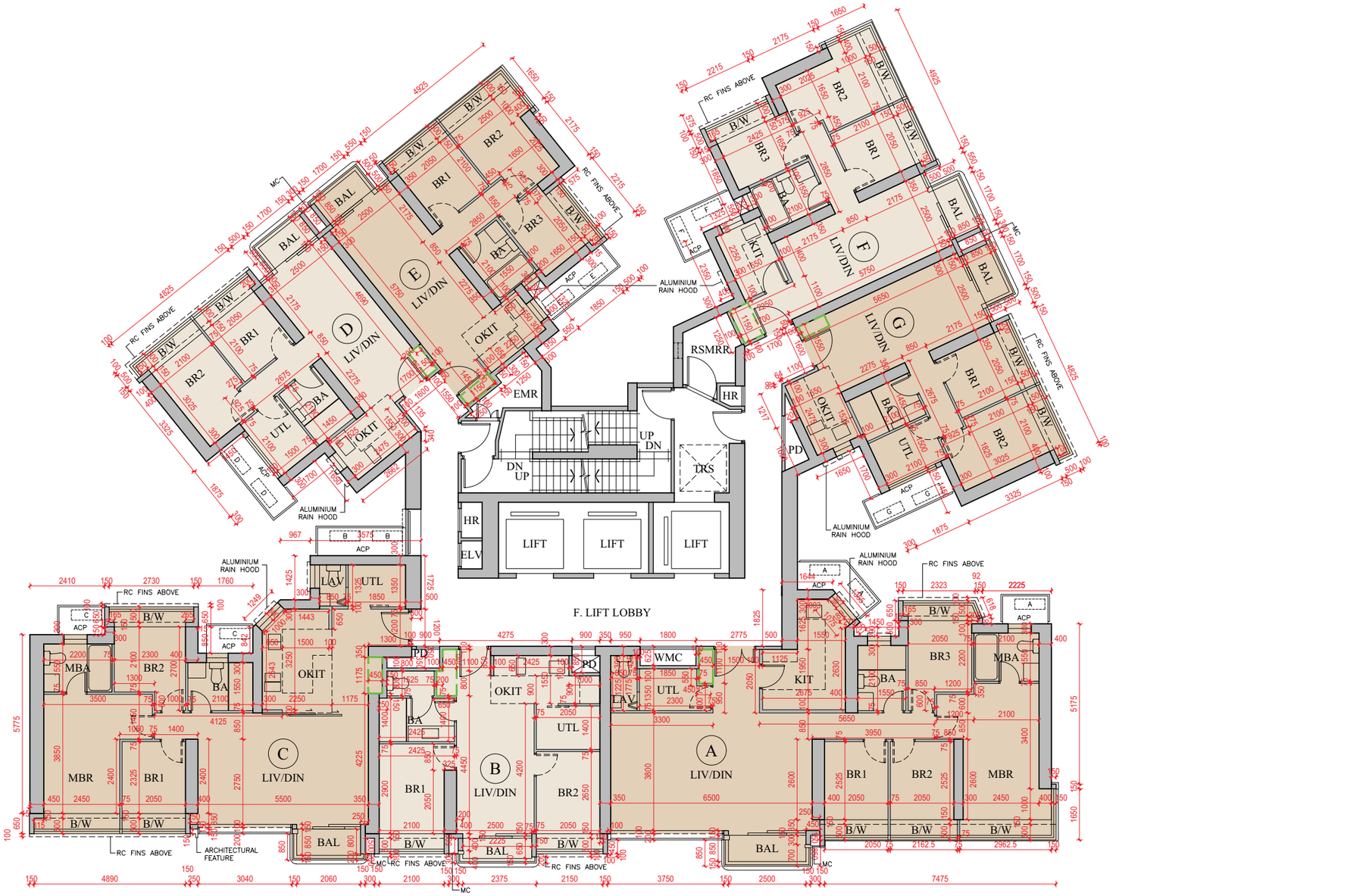
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:
1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
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備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
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FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **66/F**
第2座 **66樓**



SCALE 比例
0 2 4 6 8M/米

BUILT-IN FITTINGS PROVIDED IN THE FLAT
隨樓附送之嵌入式裝置

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Description 描述	Tower 座數	Floor 樓層	Flat 單位						
			A	B	C	D	E	F	G
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	66/F 66樓	150	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3200*, 3300, 3400*, 3550*, 3600*, 3750*	2950, 3050, 3250*, 3300, 3400*, 3600*	2950, 3300, 3300*	3300, 3300*	3300, 3300*	3300, 3300*	3300, 3300*

* Inclusive of the thickness of filling on sunken slab.

* 包括跌級樓之填充層厚度。

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:

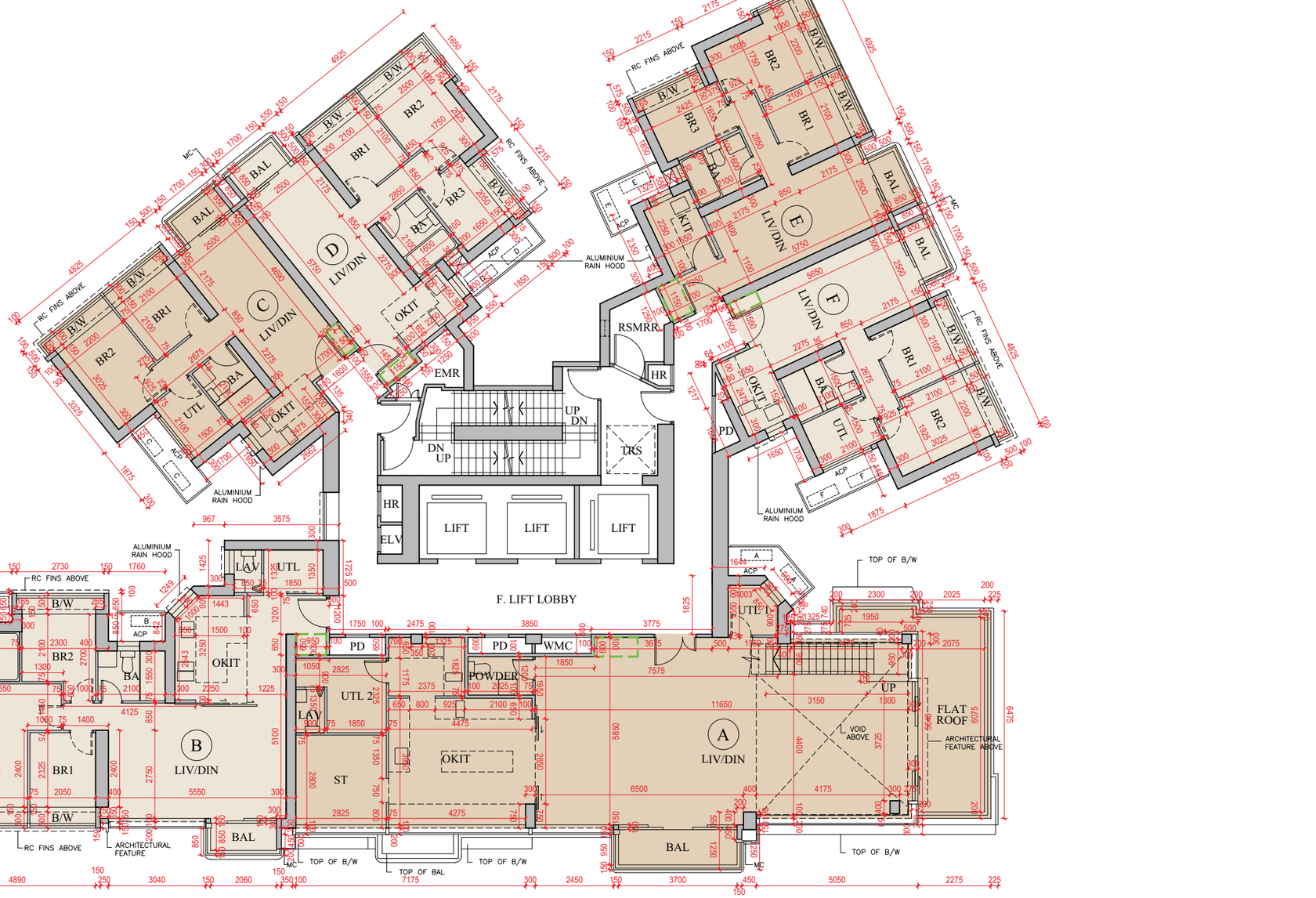
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3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **67/F**
第2座 **67樓**



SCALE 比例
0 2 4 6 8M/米

BUILT-IN FITTINGS PROVIDED IN THE FLAT
隨樓附送之嵌入式裝置

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Description 描述	Tower 座數	Floor 樓層	Flat 單位					
			A	B	C	D	E	F
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	67/F 67樓	150	150	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3100, 3250, 3300, 3400, 3500, 3600*, 3750*, 3850*, 6800	3300, 3300*	3300, 3300*	3300, 3300*	3300, 3300*	3300, 3300*

* Inclusive of the thickness of filling on sunken slab.
* 包括跌級樓之填充層厚度。

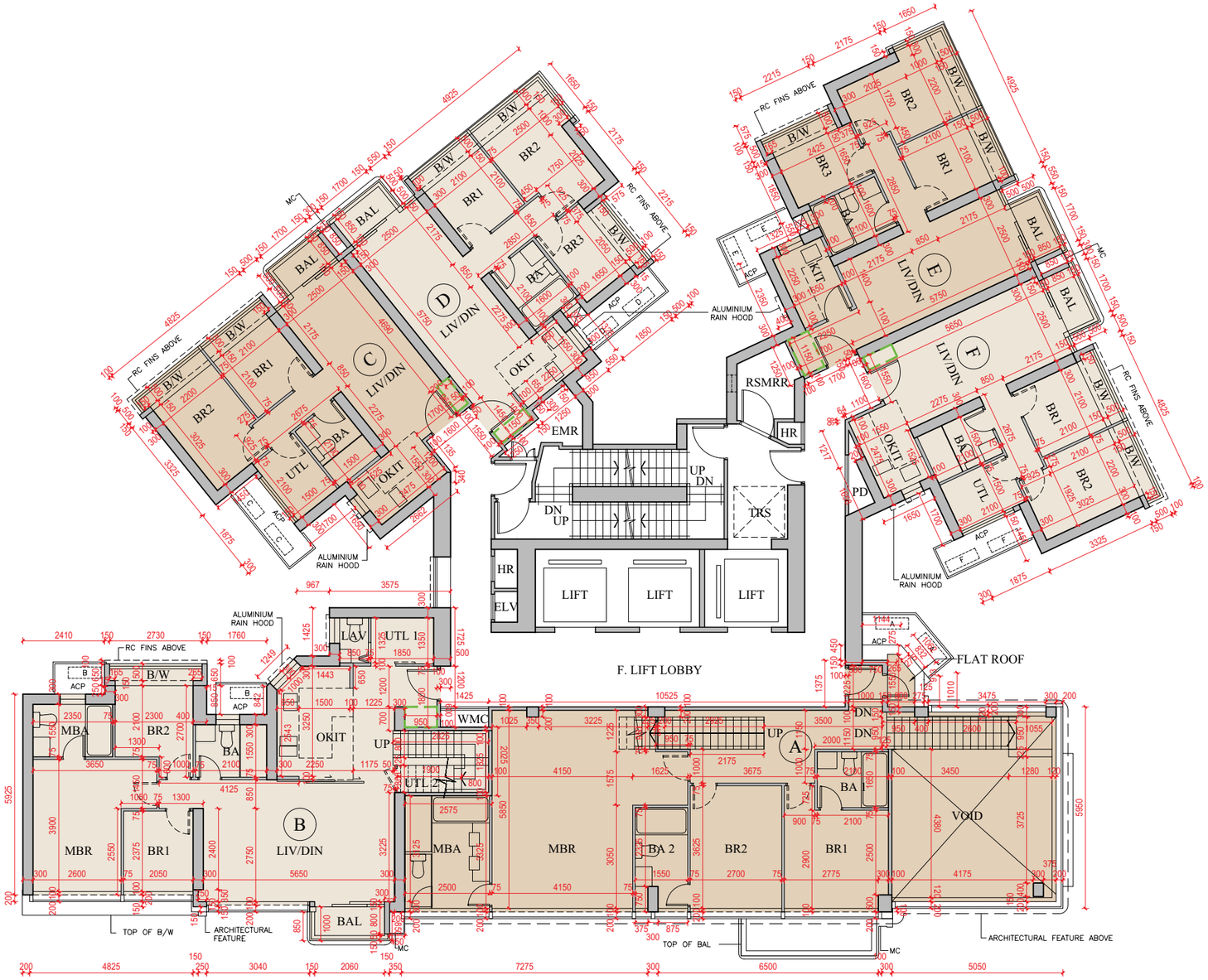
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:
1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.

備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
2. 平面圖中顯示之名詞及簡稱之圖例請參閱本節之首頁。
3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **68/F**
第2座 **68樓**



SCALE 比例
0 2 4 6 8M/米

BUILT-IN FITTINGS PROVIDED IN THE FLAT
隨樓附送之嵌入式裝置

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Description 描述	Tower 座數	Floor 樓層	Flat 單位					
			A	B	C	D	E	F
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	68/F 68樓	150, 200	150, 200	150	150	150	150
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			3300, 3400*, 3450, 3500, 3550*	3500, 3600*, 3650, 3800*, 3950*	3500, 3600*, 3800*, 3950*	3500, 3600*, 3800*, 3950*	3500, 3600*, 3800*, 3950*	3500, 3600*, 3800*, 3950*

* Inclusive of the thickness of filling on sunken slab.
* 包括跌級樓之填充層厚度。

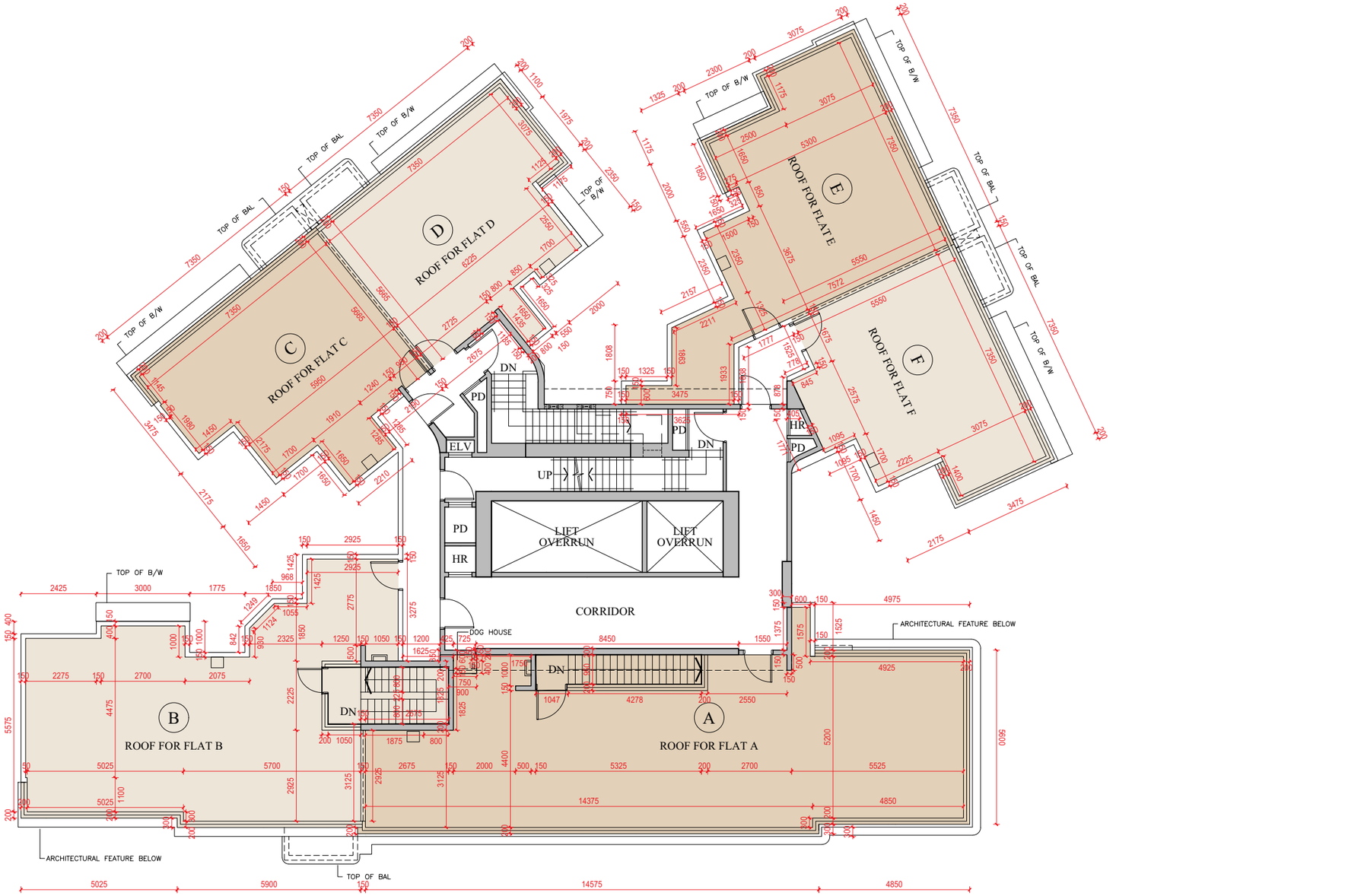
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:
1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.

備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
2. 平面圖中顯示之名詞及簡稱之圖例請參閱本節之首頁。
3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Tower 2 **Roof**
第2座 **天台**



SCALE 比例
0 2 4 6 8M/米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

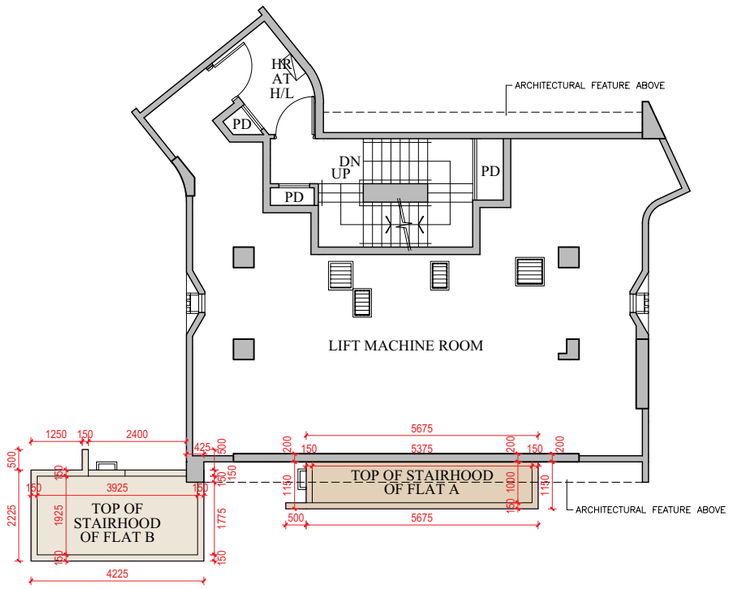
Description 描述	Tower 座數	Floor 樓層	Flat 單位					
			A	B	C	D	E	F
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	Roof 天台	Stairhood: 150; other parts: Not Applicable 梯屋：150; 其他部分：不適用	Stairhood: 150; other parts: Not Applicable 梯屋：150; 其他部分：不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			Stairhood: 3200; other parts: Not Applicable 梯屋：3200; 其他部分：不適用	Stairhood: 3200; other parts: Not Applicable 梯屋：3200; 其他部分：不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:
1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.

備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
2. 平面圖中顯示之名詞及簡稱之圖例請參閱本節之首頁。
3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。

Tower 2 **UR 1/F**
第2座 **上層天台1**



SCALE 比例
0 2 4 6 8M/米

FLOOR PLANS OF RESIDENTIAL PROPERTIES IN THE PHASE
期數的住宅物業的樓面平面圖

Description 描述	Tower 座數	Floor 樓層	Flat 單位	
			A	B
Thickness of the floor slabs (excluding plaster) of each residential property (mm) 每個住宅物業的樓板（不包括灰泥）的厚度（毫米）	Tower 2 第2座	UR 1/F 上層天台1	Not Applicable 不適用	Not Applicable 不適用
Floor-to-floor height (refers to the height between the top surface of the structural slab of a floor and the top surface of the structural slab of its immediate upper floor) of each residential property (mm) 每個住宅物業的層與層之間的高度 （指該樓層之石屎地台面與上一層石屎地台面之高度距離）（毫米）			Not Applicable 不適用	Not Applicable 不適用

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.
因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。

Remarks:
1. The dimensions in the floor plans are all structural dimensions in millimetre and rounded off to the nearest integer.
2. Please refer to the first page of this section for legend of the terms and abbreviations shown in the floor plan.
3. The internal ceiling height within residential properties may vary due to structural, architectural and/or decoration design variations.

備註：
1. 樓面平面圖之尺規所列數字為以毫米標示之建築結構尺寸，並以四捨五入至整數。
2. 平面圖中顯示之名詞及簡稱之圖例請參閱本節之首頁。
3. 住宅物業之天花高度將會因應其結構、建築及/或裝修設計上的差異而有所不同。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	8/F 8樓	A	93.736 (1,009) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	5.103 (55)	-	51.513 (554)	-	-	-	-	-	-
		B	43.644 (470) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	2.350 (25)	-	6.689 (72)	-	-	-	-	-	-
		C	80.419 (866) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	4.110 (44)	-	8.398 (90)	-	-	-	-	-	-
		D	45.058 (485) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	2.488 (27)	-	40.714 (438)	-	-	-	-	-	-
		E	47.830 (515) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	3.796 (41)	-	10.305 (111)	-	-	-	-	-	-
		F	48.428 (521) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	3.796 (41)	-	20.209 (218)	-	-	-	-	-	-
		G	45.026 (485) Balcony 露台：- (-) Utility platform 工作平台：- (-)	-	2.488 (27)	-	39.952 (430)	-	-	-	-	-	-

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

Remarks :
1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.
3. There is no verandah in the residential properties in the Phase.
4. Refuge floors are located on the 27/F and 47/F.

1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：
1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。
2. 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 期數的住宅物業並無陽台。
4. 庇護層位於27樓及47樓 。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)								
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	9/F - 12/F, 15/F - 23/F and 25/F -26/F, 9樓至12樓、15樓至23樓及25樓至26樓	A	96.536 (1,039) Balcony 露台：2.800 (30) Utility platform 工作平台：- (-)	-	5.103 (55)	-	-	-	-	-	-	-	-
		B	45.664 (492) Balcony 露台：2.020 (22) Utility platform 工作平台：- (-)	-	2.350 (25)	-	-	-	-	-	-	-	-
		C	82.779 (891) Balcony 露台：2.360 (25) Utility platform 工作平台：- (-)	-	4.110 (44)	-	-	-	-	-	-	-	-
		D	47.058 (507) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-
		E	49.830 (536) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		F	50.428 (543) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		G	47.026 (506) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-

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

Remarks :

1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.
3. There is no verandah in the residential properties in the Phase.
4. Refuge floors are located on the 27/F and 47/F.

1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。
2. 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 期數的住宅物業並無陽台。
4. 庇護層位於27樓及47樓 。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)								
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	28/F -33/F, 35/F - 43/F, 45/F - 46/F, 48/F - 53/F, 55/F - 63/F and 65/F 28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓及65樓	A	96.536 (1,039) Balcony 露台：2.800 (30) Utility platform 工作平台：- (-)	-	5.103 (55)	-	-	-	-	-	-	-	-
		B	45.664 (492) Balcony 露台：2.020 (22) Utility platform 工作平台：- (-)	-	2.350 (25)	-	-	-	-	-	-	-	-
		C	82.779 (891) Balcony 露台：2.360 (25) Utility platform 工作平台：- (-)	-	4.110 (44)	-	-	-	-	-	-	-	-
		D	47.164 (508) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-
		E	49.724 (535) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		F	50.428 (543) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		G	46.842 (504) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-

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

Remarks :
1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.
3. There is no verandah in the residential properties in the Phase.
4. Refuge floors are located on the 27/F and 47/F.

1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：
1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。
2. 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 期數的住宅物業並無陽台。
4. 庇護層位於27樓及47樓 。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)								
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	66/F 66樓	A	96.536 (1,039) Balcony 露台：2.800 (30) Utility platform 工作平台：- (-)	-	5.103 (55)	-	-	-	-	-	-	-	-
		B	45.664 (492) Balcony 露台：2.020 (22) Utility platform 工作平台：- (-)	-	2.350 (25)	-	-	-	-	-	-	-	-
		C	82.779 (891) Balcony 露台：2.360 (25) Utility platform 工作平台：- (-)	-	4.110 (44)	-	-	-	-	-	-	-	-
		D	47.164 (508) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-
		E	49.724 (535) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		F	50.428 (543) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		G	46.842 (504) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-

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

Remarks :
1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.
3. There is no verandah in the residential properties in the Phase.
4. Refuge floors are located on the 27/F and 47/F.

1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：
1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。
2. 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 期數的住宅物業並無陽台。
4. 庇護層位於27樓及47樓 。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)									
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	67/F & 68/F (duplex) 67樓及68樓 (複式)	A	219.368 (2361) Balcony 露台：5.000 (54) Utility platform 工作平台：- (-)	-	-	-	15.394 (166)	-	-	91.936 (990)	5.059 (54)	-	-
	67/F 67樓	B	82.840 (892) Balcony 露台：2.360 (25) Utility platform 工作平台：- (-)	-	4.110 (44)	-	-	-	-	-	-	-	-
		C	47.164 (508) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-
		D	49.724 (535) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		E	50.428 (543) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	-	-	-	-
		F	46.842 (504) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	-	-	-	-

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

Remarks :

1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.
3. There is no verandah in the residential properties in the Phase.
4. Refuge floors are located on the 27/F and 47/F.

1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

備註：

1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。
2. 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 期數的住宅物業並無陽台。
4. 庇護層位於27樓及47樓 。

AREA OF RESIDENTIAL PROPERTIES IN THE PHASE
期數中的住宅物業的面積

Description of Residential Property 物業的描述			Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq. ft.) 實用面積 (包括露台、工作平台及陽台(如有)) 平方米 (平方呎)	Area of other specified items (not included in the Saleable Area) sq. metre (sq. ft.) 其他指明項目的面積 (不計算入實用面積) 平方米 (平方呎)								
Tower 座數	Floor 樓層	Flat 單位		Air-conditioning plant room 空調機房	Bay window 窗台	Cockloft 閣樓	Flat roof 平台	Garden 花園	Parking space 停車位	Roof 天台	Stairhood 梯屋	Terrace 前庭	Yard 庭院
Tower 2 第2座	68/F 68樓	B	89.018 (958) Balcony 露台：2.360 (25) Utility platform 工作平台：- (-)	-	1.515 (16)	-	-	-	-	68.798 (741)	7.072 (76)	-	-
		C	47.164 (508) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	39.992 (430)	-	-	-
		D	49.724 (535) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	39.351 (424)	-	-	-
		E	50.428 (543) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	3.796 (41)	-	-	-	-	50.017 (538)	-	-	-
		F	46.842 (504) Balcony 露台：2.000 (22) Utility platform 工作平台：- (-)	-	2.488 (27)	-	-	-	-	39.078 (421)	-	-	-

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

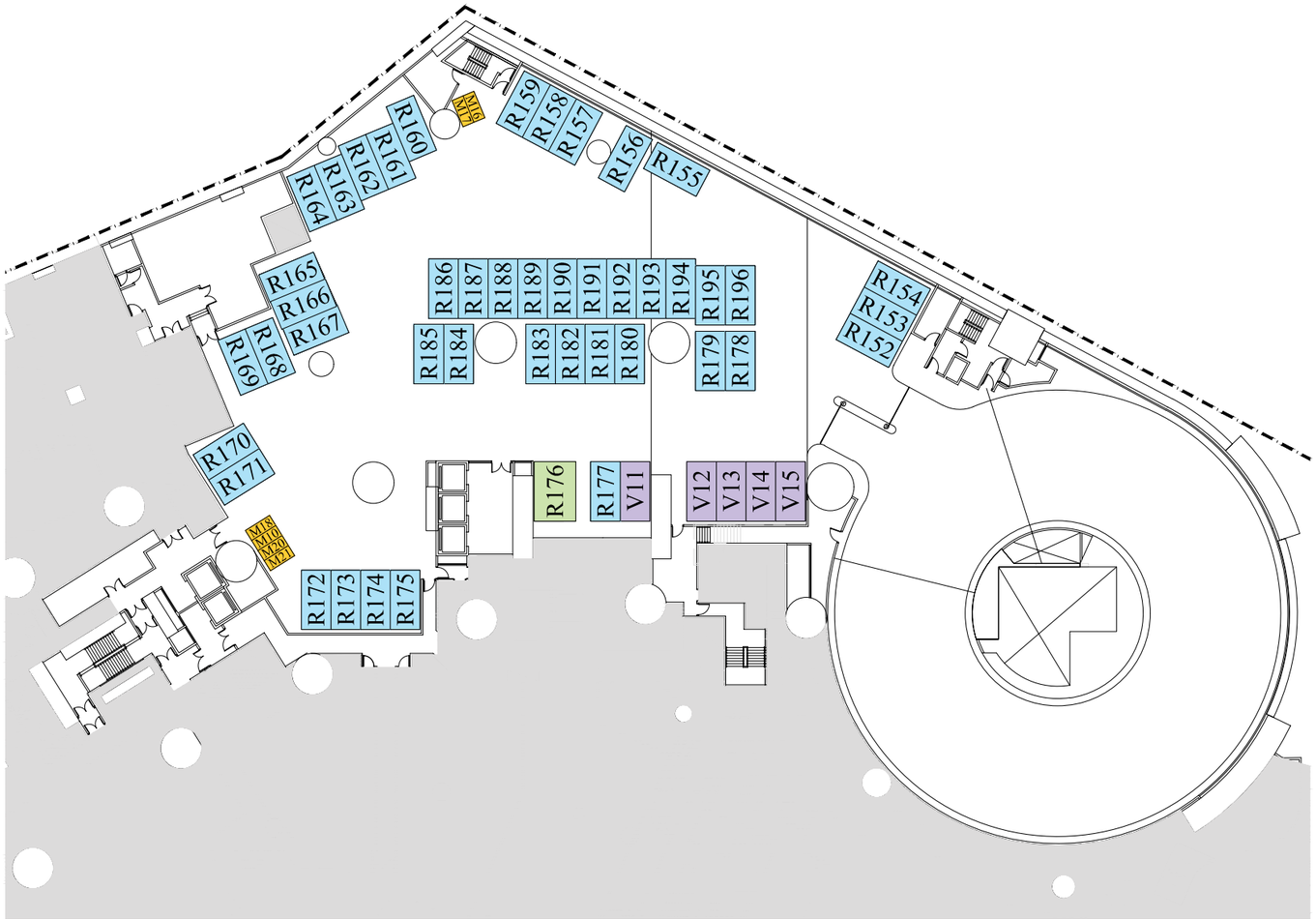
Remarks :
1. The areas in square feet have been converted from square metres based on a conversion rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.
2. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted.
3. There is no verandah in the residential properties in the Phase.
4. Refuge floors are located on the 27/F and 47/F.

1. 住宅物業的實用面積是按《一手住宅物業銷售條例》第8條計算得出的。
2. 在構成住宅物業的一部分的範圍內的每一露台、工作平台及陽台(如有)之樓面面積是按《一手住宅物業銷售條例》第8條計算得出的。
3. 其他指明項目的面積(不計算入實用面積)是按《一手住宅物業銷售條例》附表2第2部計算得出的。

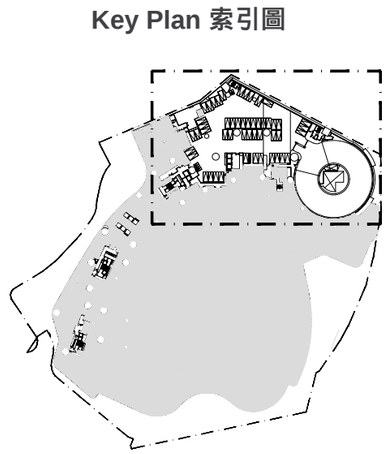
備註：
1. 以平方呎列出的面積由以平方米列出的面積以1平方米=10.764平方呎換算，並以四捨五入至整數。
2. 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 期數的住宅物業並無陽台。
4. 庇護層位於27樓及47樓 。

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

2/F
2樓



Key Plan 索引圖



Residential Parking Space
住宅停車位

Residential Accessible Parking Space
住宅暢通易達停車位

Residential Motor Cycle Parking Space
住宅電單車停車位

Visitor's Parking Space
訪客停車位

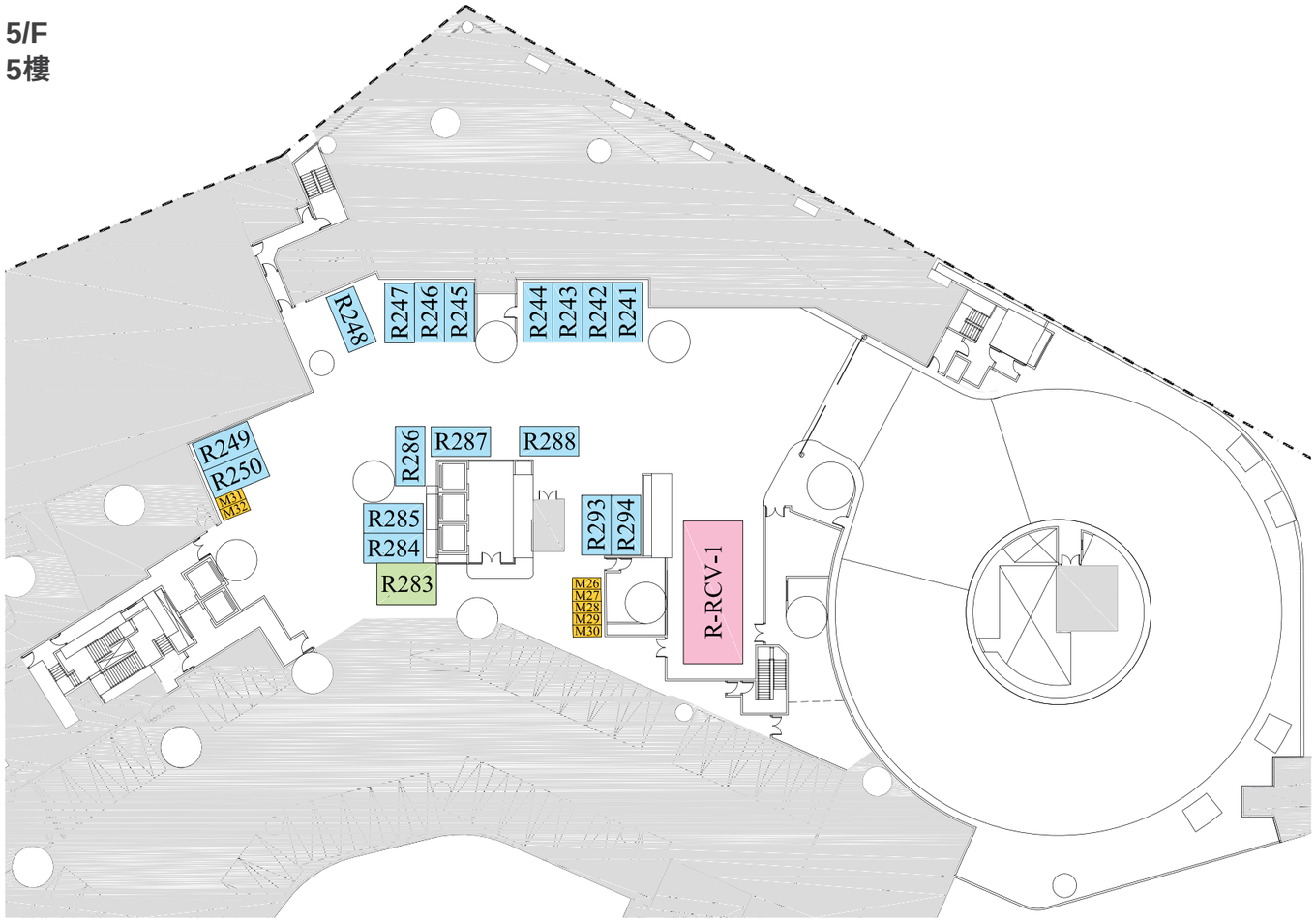
Other Phases of The Development
發展項目其他期數

Number, Dimensions and Areas of Parking Spaces 停車位的數目、尺寸及面積

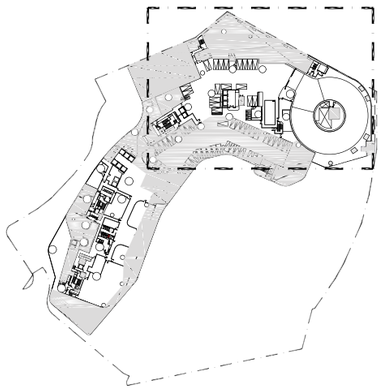
Category of Parking Space 停車位類別	Number 數目	Dimensions (Length x Width)(m.) 尺寸(長x闊)(米)	Area of each Parking Space (sq.m.) 每個停車位面積(平方米)
Residential Parking Space 住宅停車位	44	5.0 x 2.5	12.5
Residential Accessible Parking Space 暢通易達住宅停車位	1	5.0 x 3.7	18.5
Residential Motor Cycle Parking Space 住宅電單車停車位	6	2.4 x 1.0	2.4
Visitor's Parking Space 訪客停車位	5	5.0 x 2.5	12.5

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

5/F
5樓



Key Plan 索引圖



N

Residential Parking Space
住宅停車位

Residential Accessible Parking Space
住宅暢通易達停車位

Residential Motor Cycle Parking Space
住宅電單車停車位

Refuse Collection Vehicle Parking Space
垃圾收集車停車位

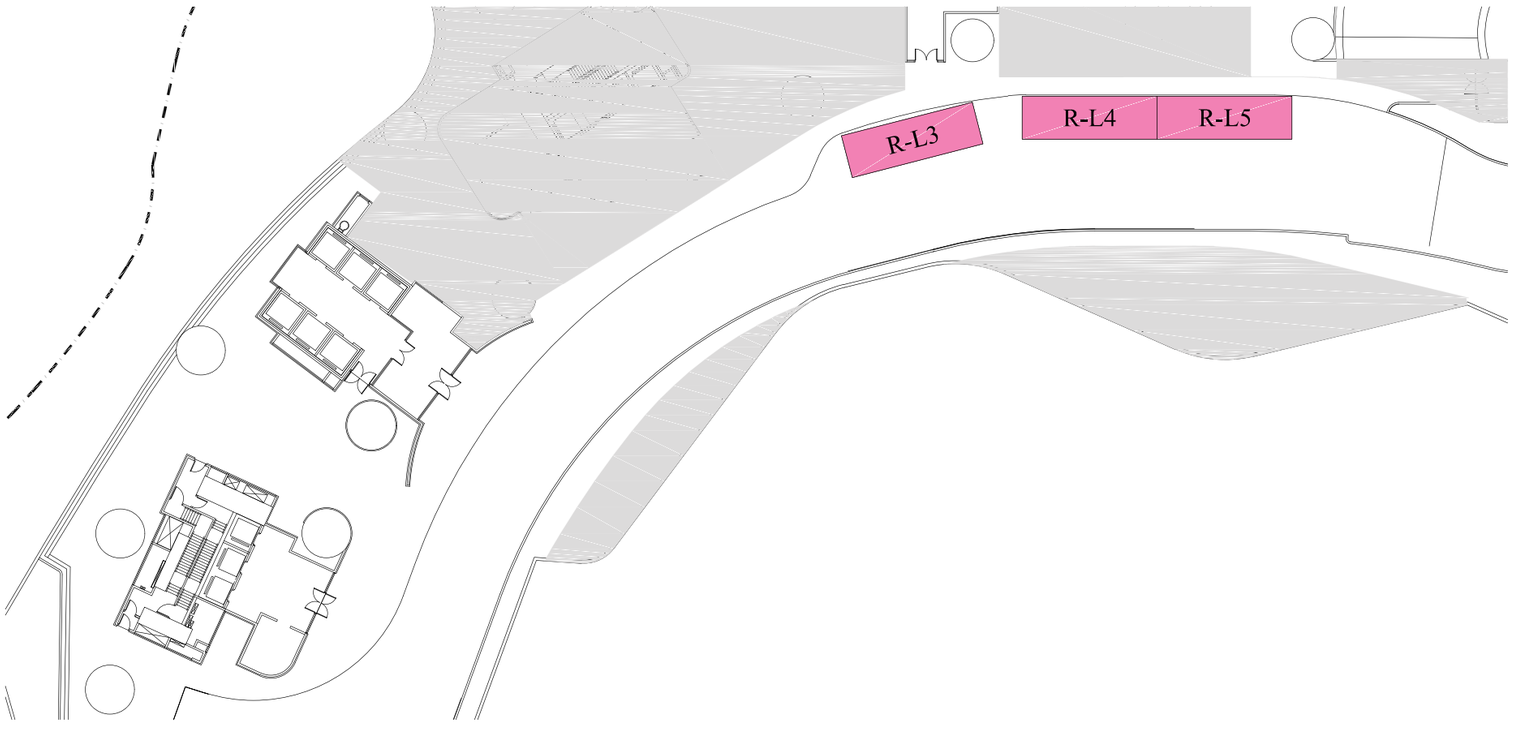
Other Phases of The Development
發展項目其他期數

Number, Dimensions and Areas of Parking Spaces 停車位的數目、尺寸及面積

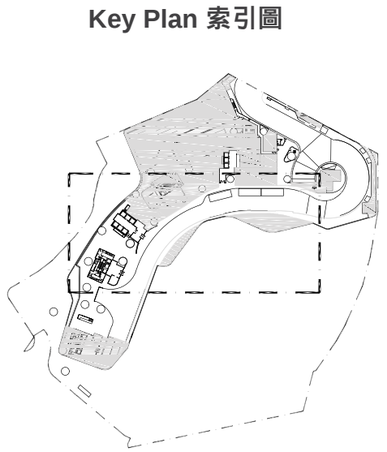
Category of Parking Space 停車位類別	Number 數目	Dimensions (Length x Width)(m.) 尺寸(長x闊)(米)	Area of each Parking Space (sq.m.) 每個停車位面積(平方米)
Residential Parking Space 住宅停車位	17	5.0 x 2.5	12.5
Residential Accessible Parking Space 住宅暢通易達停車位	1	5.0 x 3.7	18.5
Residential Motor Cycle Parking Space 住宅電單車停車位	7	2.4 x 1.0	2.4
Refuse Collection Vehicle Parking Space 垃圾收集車停車位	1	12.0 x 5.0	60

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

7/F
7樓



Key Plan 索引圖



Residential Loading and Unloading Space
住宅上落貨停車位

Other Phases of The Development
發展項目其他期數

Number, Dimensions and Areas of Parking Spaces 停車位的數目、尺寸及面積

Category of Parking Space 停車位類別	Number 數目	Dimensions (Length x Width)(m.) 尺寸(長x闊)(米)	Area of each Parking Space (sq.m.) 每個停車位面積(平方米)
Residential Loading and Unloading Space 住宅上落貨停車位	3	11.0 x 3.5	38.5

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

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the "Preliminary Agreement").

2. The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.

3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement -
   (a) that preliminary agreement is terminated;
   (b) the preliminary deposit is forfeited; and
   (c) the Vendor does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約（該「臨時合約」）時須支付款額為5%的臨時訂金。

2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。

3. 如買方沒有於訂立該臨時合約的日期之後的5個工作日內簽立買賣合約－
   (a) 該臨時合約即告終止；
   (b) 有關的臨時訂金即予沒收；及
   (c) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

1. Common Parts of the Phase

(a) Common Areas and Facilities means collectively:

(i) the Development Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of the Development as a whole and not for the sole benefit of any owner or group of owners of the Development);

(ii) the Residential Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of the residential units);

(iii) the Parking Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners and occupiers of the Residential Private Parking Spaces, Residential Common Parking Spaces (i.e. the Parking Spaces for Disabled Persons and the Visitors' Parking Spaces), loading and unloading space, lay-bys, car parking spaces and motor cycle parking spaces within the Commercial Accommodation and the parking spaces within the Public LGV Carpark);

(iv) Residential Parking Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of different Residential Private Parking Spaces);

(v) Commercial Common Areas and Facilities (those parts, areas, services and facilities which are intended for common use and benefit of the owners of the Commercial Accommodation) and

(vi) such areas within the meaning of "common parts" as defined in the Building Management Ordinance within the land on which the Development is constructed (save and except such part(s) as specifically included in a Unit assigned).

Common Areas and Facilities include common areas and facilities in a phase of the Development subsequent to Phase 1 to be designated by the vendor under the relevant sub-deed of mutual covenant.

Common Areas and Facilities include, e.g. lifts, recreational areas and facilities, foundation of the Development, slope structures within the Land, structural or loading bearing elements, etc.

(b) Owners, their tenants, servants, agents, lawful occupants and licensees etc. have the right to go pass or repass over and along and to use the Common Areas and Facilities for all purposes connected with the proper use and enjoyment of his Unit.

(c) No owner shall have the right to convert the Common Areas and Facilities or any part thereof to his own use or for his own benefit unless with the approval by a resolution of the Owners' Committee.

(d) No part of the Common Areas and Facilities shall be obstructed nor shall any refuse or other matter or things be placed or left thereon and no owner shall do or suffer or permit to be done anything in such areas as may be or become a nuisance to any other owners or occupiers of any other part of the Development.

(e) The Common Areas and Facilities shall be under the exclusive management and control of the Manager.

2. Number of Undivided Shares assigned to each residential property in the Phase

Undivided Shares are allocated to each residential property. They are set out in the table below.

Number Of Undivided Shares Allocated to Each Residential Property in the Phase

Tower 2

Flat / Floor	A	B	C	D	E	F	G
8/F	1,040	467	854	516	527	542	515
9/F	1,016	480	869	495	536	542	495
10/F	1,016	480	869	495	536	542	495
11/F	1,016	480	869	495	536	542	495
12/F	1,016	480	869	495	536	542	495
15/F	1,016	480	869	495	536	542	495
16/F	1,016	480	869	495	536	542	495
17/F	1,016	480	869	495	536	542	495
18/F	1,016	480	869	495	536	542	495
19/F	1,016	480	869	495	536	542	495
20/F	1,016	480	869	495	536	542	495
21/F	1,016	480	869	495	536	542	495
22/F	1,016	480	869	495	536	542	495
23/F	1,016	480	869	495	536	542	495
25/F	1,016	480	869	495	536	542	495
26/F	1,016	480	869	495	536	542	495
28/F	1,016	480	869	497	535	542	493
29/F	1,016	480	869	497	535	542	493
30/F	1,016	480	869	497	535	542	493
31/F	1,016	480	869	497	535	542	493
32/F	1,016	480	869	497	535	542	493
33/F	1,016	480	869	497	535	542	493
35/F	1,016	480	869	497	535	542	493
36/F	1,016	480	869	497	535	542	493
37/F	1,016	480	869	497	535	542	493
38/F	1,016	480	869	497	535	542	493
39/F	1,016	480	869	497	535	542	493
40/F	1,016	480	869	497	535	542	493
41/F	1,016	480	869	497	535	542	493
42/F	1,016	480	869	497	535	542	493
43/F	1,016	480	869	497	535	542	493
45/F	1,016	480	869	497	535	542	493
46/F	1,016	480	869	497	535	542	493
48/F	1,016	480	869	497	535	542	493
49/F	1,016	480	869	497	535	542	493
50/F	1,016	480	869	497	535	542	493
51/F	1,016	480	869	497	535	542	493
52/F	1,016	480	869	497	535	542	493
53/F	1,016	480	869	497	535	542	493
55/F	1,016	480	869	497	535	542	493
56/F	1,016	480	869	497	535	542	493
57/F	1,016	480	869	497	535	542	493
58/F	1,016	480	869	497	535	542	493
59/F	1,016	480	869	497	535	542	493
60/F	1,016	480	869	497	535	542	493
61/F	1,016	480	869	497	535	542	493
62/F	1,016	480	869	497	535	542	493
63/F	1,016	480	869	497	535	542	493
65/F	1,016	480	869	497	535	542	493
66/F	1,016	480	869	497	535	542	493
67/F & 68/F	2,527	--	--	--	--	--	--
67/F	--	870	497	535	542	493	--
68/F	--	989	537	575	592	532	--

Note:
There are no designations of 13th, 14th, 24th, 34th, 44th, 54th and 64th floors. There is no Residential Unit on the 27th and 47th floors.

3. Term of years for which the Manager of the Phase is Appointed

The Manager will be appointed for an initial term of two years from the date of the Principle Deed of Mutual Covenant ("PDMC"). The appointment of the Manager may be terminated according to the provisions of the PDMC.

4. Basis on which the Management Expenses are shared among the owners of residential properties in the Phase

Each owner shall contribute towards the management expenses (which shall be the expenses, costs and charges necessarily and reasonably incurred in the management of the Development and the Land under the DMC, and shall be based on the budget prepared by the Manager) (including the Manager's remuneration) of the Development and the Land in such manner, amount and proportion as provided in the PDMC by reference to the Management Shares allocated to his Unit. In general:

(a) The owners shall contribute towards all expenditure which in the opinion of the Manager is specifically referable to the Development Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Development in proportion to the Management Shares allocated to their Units.

(b) The owners of Residential Units shall contribute towards all expenditure which in the opinion of the Manager is specifically referable to the Residential Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Residential Units in proportion to the Management Shares allocated to their Residential Units.

(c) The owners of Residential Units shall contribute towards R1% of all expenditure which in the opinion of the Manager is specifically referable to the Parking Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of different Specified Spaces in proportion to the Management Shares allocated to their Residential Units.

"R1%" means (C+D) / Z x 100%

A = the total number of Residential Car Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

B = 0.192 times the total number of Residential Motor Cycle Parking Spaces for parking of motorcycles in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

C = the total number of Visitors' Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

D = 1.4 times the total number of those Parking Spaces for Disabled Persons (Residential) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Residential) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Residential) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Residential). Each Parking Space for Disabled Persons (Residential) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

E = the total number of Non-Industrial Car Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

F = 0.192 times the total number of Non-Industrial Motor Cycle Parking Spaces in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

G = 1.96 times the total number of parking space in the Public LGV Carpark in all Completed Phases (each having a gross floor area of 24.5 sq. m.).

H = 1.4 times the total number of those Parking Spaces for Disabled Persons (Non-Industrial) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Non-Industrial) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Non-Industrial) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Non-Industrial). Each Parking Space for Disabled Persons (Non-Industrial) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

I = 1.96 times the total number of those Non-Industrial Loading and Unloading Space having a gross floor area of 24.5 sq. m. in all Completed Phases (excluding any Non-Industrial Loading and Unloading Space on Ground Floor).

J = 3.08 times the total number of those Non-Industrial Loading and Unloading Space having a gross floor area of 38.5 sq. m. in all Completed Phases (excluding any Non-Industrial Loading and Unloading Space on Ground Floor).

Z = A + B + C + D + E + F + G + H + I + J.

(d) The owners of Residential Units shall contribute towards R2% of all expenditure which in the opinion of the Manager is specifically referable to the Residential Parking Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of different Residential Private Parking Spaces in proportion to the Management Shares allocated to their Residential Units.

"R2%" means (K+L) / (K+L+M+N) x 100%

K = the total number of Visitors' Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.) (each having a gross floor area of 12.5 sq. m.).

L = 1.4 times the total number of those Parking Spaces for Disabled Persons (Residential) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Residential) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Residential) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Residential). Each Parking Space for Disabled Persons (Residential) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

M = the total number of Residential Car Parking Spaces for parking of motor vehicles in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

N = 0.192 times the total number of Residential Motor Cycle Parking Spaces for parking of motorcycles in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

The number of Management Shares of a residential property is the same as the number of Undivided Shares allocated to that residential property. However, the total number of Undivided Shares in the Phase (309,340) is different from the total number of Management Shares in the Phase (289,340). The total number of Management Shares of the residential properties in the Phase is 230,333.

The total number of Management Shares of the Development is the total of Management Shares in Phase 1 and the total of Management Shares in all subsequent phases (please refer to the sub-deeds of mutual covenant of those phases).

The total number of Management Shares of residential properties in the Development is the total of Management Shares of residential properties in Phase 1 and the total of Management Shares in the residential properties all subsequent phases (please refer to the sub-deeds of mutual covenant of those phases).

5. Basis on which the Management Fee Deposit is fixed

The amount of Management Fee Deposit is 3 months' monthly management expenses.

6. Area (if any) in the Phase retained by the owner (i.e. the Vendor) for its own use

There is no area in the Phase which is retained by the owner for that owner's own use as referred to in section 14(2)(f), Part 1, Schedule 1 of Residential Properties (First-hand Sales) Ordinance (Cap. 621).

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

1. 期數的公用部分

(a) 「公用地方與設施」指以下項目統稱：

(i) 「發展項目公用地方與設施」(擬作為發展項目整體業主共同使用及受益的，不是只供發展項目的個別業主或一群業主獨自受益的部分、地方、服務及設施)；

(ii) 「住宅公用地方與設施」(擬作為住宅單位業主共同使用及受益的部分、地方、服務及設施)；

(iii) 「停車場公用地方與設施」(擬作為住宅私人停車位、住宅公用停車位(即傷殘人士停車位及訪客停車位)、上落貨車位、路旁停車處、商業部分內的汽車停車位及電單車停車位、構成商業公用地方與設施一部分的上落貨車位、公眾停車場內的停車位業主和佔用人共同使用及受益的部分、地方、服務及設施)；

(iv) 「住宅停車場公用地方與設施」(擬作為住宅私人私家車停車位業主共同使用及受益的部分、地方、服務及設施)；

(v) 「商業公用地方與設施」(擬作為商業部分業主共同使用及受益的部分、地方、服務及設施)；和

(vi) 位於發展項目所建土地內《建築物管理條例》定義的「公用地方」(但特別包括在轉讓的單位內的部分除外)。

「公用地方與設施」包括將由賣方於相關分公契下指定的發展項目第1期之後期數的公用地方與設施。

「公用地方與設施」包括例如：升降機、康樂地方與設施、發展項目的地基、該土地內的斜坡結構、外牆、結構或承重部分等。

(b) 業主、其租客、僕人、代理、合法佔用人及獲許可人等為了所有有關正當使用與享用其單位的目的可自由進出以及使用公用地方及設施。

(c) 除非已經取得業主委員會的批准，業主不得將任何公用地方及設施改作自用或供其受益。

(d) 公用地方及設施的任何部分不得被阻塞，也不得在其上放置或遺留任何垃圾或其他物品與物件。業主亦不得在該等地方作出或容忍作出或容許作出任何可能或成為對該發展項目其他部分的業主或佔用人造成滋擾的事情。

(e) 公用地方及設施將專由管理人管理和控制。

2. 分配予期數中的每個住宅物業的不分割份數的數目

各住宅物業獲分配有不分割份數。詳細的分配狀況，請參閱下文附表。

分配予期數中的每個住宅物業的不分割份數的數目

第2座

單位 / 樓層	A	B	C	D	E	F	G
8樓	1,040	467	854	516	527	542	515
9樓	1,016	480	869	495	536	542	495
10樓	1,016	480	869	495	536	542	495
11樓	1,016	480	869	495	536	542	495
12樓	1,016	480	869	495	536	542	495
15樓	1,016	480	869	495	536	542	495
16樓	1,016	480	869	495	536	542	495
17樓	1,016	480	869	495	536	542	495
18樓	1,016	480	869	495	536	542	495
19樓	1,016	480	869	495	536	542	495
20樓	1,016	480	869	495	536	542	495
21樓	1,016	480	869	495	536	542	495
22樓	1,016	480	869	495	536	542	495
23樓	1,016	480	869	495	536	542	495
25樓	1,016	480	869	495	536	542	495
26樓	1,016	480	869	495	536	542	495
28樓	1,016	480	869	497	535	542	493
29樓	1,016	480	869	497	535	542	493
30樓	1,016	480	869	497	535	542	493
31樓	1,016	480	869	497	535	542	493
32樓	1,016	480	869	497	535	542	493
33樓	1,016	480	869	497	535	542	493
35樓	1,016	480	869	497	535	542	493
36樓	1,016	480	869	497	535	542	493
37樓	1,016	480	869	497	535	542	493
38樓	1,016	480	869	497	535	542	493
39樓	1,016	480	869	497	535	542	493
40樓	1,016	480	869	497	535	542	493
41樓	1,016	480	869	497	535	542	493
42樓	1,016	480	869	497	535	542	493
43樓	1,016	480	869	497	535	542	493
45樓	1,016	480	869	497	535	542	493
46樓	1,016	480	869	497	535	542	493
48樓	1,016	480	869	497	535	542	493
49樓	1,016	480	869	497	535	542	493
50樓	1,016	480	869	497	535	542	493
51樓	1,016	480	869	497	535	542	493
52樓	1,016	480	869	497	535	542	493
53樓	1,016	480	869	497	535	542	493
55樓	1,016	480	869	497	535	542	493
56樓	1,016	480	869	497	535	542	493
57樓	1,016	480	869	497	535	542	493
58樓	1,016	480	869	497	535	542	493
59樓	1,016	480	869	497	535	542	493
60樓	1,016	480	869	497	535	542	493
61樓	1,016	480	869	497	535	542	493
62樓	1,016	480	869	497	535	542	493
63樓	1,016	480	869	497	535	542	493
65樓	1,016	480	869	497	535	542	493
66樓	1,016	480	869	497	535	542	493
67樓 & 68樓	2,527	--	--	--	--	--	--
67樓	--	870	497	535	542	493	--
68樓	--	989	537	575	592	532	--

註：
不設13、14、24、34、44、54和64樓。27樓和47樓無住宅單位。

3. 期數的管理人的委任年期

管理人的首屆任期為由(「主公契」)主公契簽署日期起計兩年。管理人的委任可按主公契的條文終止。

4. 在期數中的住宅物業的擁有人之間分擔管理開支的基準

每名業主須根據其單位分配到的管理份數按主公契指明的方式、金額及比例分擔發展項目及土地的管理開支（指按主公契管理發展項目及土地時必須地和合理地招致的支出、費用及收費，且須基於管理人擬定之預算）（包括管理人之酬金）。一般而言：

(a) 業主須按分配到其單位之管理份數之比例分擔管理人認為涉及發展項目公用地方及設施或為了發展項目業主、佔用人、獲許可人或受邀人的共同利益的所有開支。

(b) 住宅物業業主須按分配到其住宅單位之管理份數之比例分擔管理人認為涉及住宅公用地方及設施或為了住宅單位業主、佔用人、獲許可人或受邀人的共同利益的所有開支。

(c) 住宅單位業主須按分配到其住宅單位之管理份數之比例分擔管理人認為涉及停車場公用地方及設施或為了指定車位業主、佔用人、獲許可人或受邀人的共同利益的所有開支的R1%。

「R1%」指 (C+D) / Z x 100%

A = 所有已落成期數內住宅車位（每個建築面積為12.5平方米）的總數。

B = 所有已落成期數內供停泊電單車的住宅電單車車位（每個建築面積為2.4平方米）總數乘以0.192。

C = 所有已落成期數內訪客車位（每個建築面積為12.5平方米）的總數。

D = 所有已落成期數內沒有與任何其他傷殘人士停車位（住宅）共同使用任何共用上落車位的傷殘人士停車位（住宅）總數乘以1.4，加上所有已落成期數內與另一傷殘人士停車位（住宅）共同使用共用上落車位的傷殘人士停車位（住宅）總數乘以1.2。每個傷殘人士停車位（住宅）的建築面積為17.5平方米，包括5平方米的上落車位。

E = 所有已落成期數內非工業車位（每個建築面積為12.5平方米）的總數。

F = 所有已落成期數內非工業電單車車位（每個建築面積為2.4平方米）總數乘以0.192。

G = 所有已落成期數內公眾輕型貨車停車場車位（每個建築面積為24.5平方米）總數乘以1.96。

H = 所有已落成期數內沒有與任何其他傷殘人士停車位（非工業）共同使用任何共用上落車位的傷殘人士停車位（非工業）總數乘以1.4，加上所有已落成期數內與另一傷殘人士停車位（非工業）共同使用共用上落車位的傷殘人士停車位（非工業）總數乘以1.2。每個傷殘人士停車位（非工業）的建築面積為17.5平方米，包括5平方米的上落車位。

I = 所有已落成期數內建築面積為24.5平方米的非工業上落貨停車位（不包括地面任何非工業上落貨停車位）總數乘以1.96。

J = 所有已落成期數內建築面積為38.5平方米的非工業上落貨停車位（不包括地面任何非工業上落貨停車位）總數乘以3.08。

Z = A + B + C + D + E + F + G + H + I + J。

(d) 住宅單位業主須按分配到其住宅單位之管理份數之比例分擔管理人認為涉及住宅停車場公用地方及設施或為了住宅私人停車位業主、佔用人、獲許可人或受邀人的共同利益的所有開支的R2%。

「R2%」指 (K+L) / (K+L+M+N) x 100%

K = 所有已落成期數內訪客車位（每個建築面積為12.5平方米）的總數。

L = 所有已落成期數內沒有與任何其他傷殘人士停車位（住宅）共同使用任何共用上落車位的傷殘人士停車位（住宅）總數乘以1.4，加上所有已落成期數內與另一傷殘人士停車位（住宅）共同使用共用上落車位的傷殘人士停車位（住宅）總數乘以1.2。每個傷殘人士停車位（住宅）的建築面積為17.5平方米，包括5平方米的上落車位。

M = 所有已落成期數內供停泊汽車的住宅車位（每個建築面積為12.5平方米）的總數。

N = 所有已落成期數內供停泊電單車的住宅電單車車位（每個建築面積為2.4平方米）總數乘以0.192。

每個住宅物業之管理份數相等於其獲分配之不分割份數，唯期數不分割份數總數（309,340）與期數管理份數總數（289,340）不同。期數住宅物業之管理份數總數為230,333。

發展項目管理份數總數為期數1的管理份數總數及所有其後期數的管理份數總數（請參考該等期數的分公契）。

發展項目的住宅物業管理份數總數為期數1的住宅物業的管理份數總數及所有其後期數的住宅物業的管理份數總數（請參考該等期數的分公契）。

5. 計算管理費按金的基準

管理費按金相等於三個月之管理開支。

6. 擁有人（即賣方）在期數中保留作自用的範圍（如有的話）

本期數並無《一手住宅物業銷售條例》（第621章）附表1第1部第14(2)(f)條所提及之擁有人在期數中保留作自用的範圍。

1. The lot number of the land on which the Phase is situated:

The Remaining Portion of New Kowloon Inland Lot No. 6458

2. The term of years under the lease:

50 years from 18 January 2022

3. The user restrictions applicable to that land:

A. Special Condition No. (18) of the Land Grant provides that the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

B. Special Condition No. (21)(c)(iv) of the Land Grant provides that certain gross floor area shall be used for the purposes of a kindergarten; certain gross floor area shall be used for the purposes of a residential care home (as defined in the Residential Care Homes (Elderly Persons) Ordinance (Cap. 459)) purpose; and certain gross floor area shall be used for the purposes of Public LGV Carpark (defined below) purposes.

C. Special Condition No. (66) of the Land Grant provides 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.

4. Facilities that are required to be constructed and provided for the Government, or for public use:

A. The area shown coloured pink hatched black on PLAN A1 annexed to the Land Grant (the "Pink Hatched Black Area") shall be laid, formed, paved and surfaced by the Grantee and such street lighting, traffic aids, pavements and other structures as the Director of Lands ("Director") may require shall be provided and installed within the area of the Pink Hatched Black Area at the finished street level together with the air space thereabove extending upwards from the finished street level to a height of 5.1 metres ("the Passage Area").

B. All that portion of the lot shown coloured pink hatched blue on PLAN A1 annexed to the Land Grant ("Pink Hatched Blue Area") and the PSCHB Areas (defined below) shall be laid and formed by the Grantee and such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require shall be provided thereon.

C. (i) Those portions of future public roads to be laid and formed within the area shown coloured green on PLAN A1, PLAN A2 and PLAN A3 annexed to the Land Grant and shown coloured green stippled black on PLAN A1 annexed to the Land Grant (collectively "Green Areas") and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director may in his sole discretion require to be provided and constructed by the Grantee (collectively "the Green Areas Structures").

(ii) Such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings to be provided in the Green Areas.

(iii) Eight lay-bys within the areas shown coloured green stippled black on PLAN A1 annexed to the Land Grant to be laid and formed by the Grantee.

(iv) such improvement works to the road junctions at Clear Water Bay Road/Lung Cheung Road and Fung Shing Street/Ping Ting Road as the Director may require.

(v) Those portions of future public roads to be laid and formed within the area shown coloured green circled black on PLAN A1 annexed to the Land Grant ("Green Circled Black Area") and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands ("the Director") may in his sole discretion require to be provided and constructed by the Grantee (collectively "Green Circled Black Area Structures").

(vi) Such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings to be provided in the Green Circled Black Area.

D. A public open space shall be erected and constructed within the lot by the Grantee.

E. The area shown coloured yellow on PLAN A1 annexed to the Land Grant (the "the Yellow Area") shall be laid, formed and landscaped by the Grantee.

F. Public LGV Carpark (defined below) shall be provided and maintained within the lot by the Grantee.

G. The area shown coloured brown on PLAN A1 annexed to the Land Grant ("the Brown Area") shall be upheld, managed, maintained and repaired by the Grantee and a paved way shall be constructed, laid and formed on the Brown Area over and along which a right of way is given.

H. Pedestrian subway (including any supports and connections which the Director of Highways and the Commissioner for Transport in their absolute discretion consider necessary for any future extension to the pedestrian subway) shall be provided and maintained within the lot by the Grantee so as to link up the development erected or to be erected on the lot with the Choi Hung MTR Station.

I. New Pedestrian Subway Opening and Connection (defined below) shall be constructed and provided by the Grantee.

J. A covered footbridge shall be erected and constructed and provided by the Grantee within the areas shown coloured green hatched black and stippled black and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 1" on PLAN A1 annexed to the Land Grant.

K. A covered footbridge shall be erected and constructed and provided by the Grantee within the areas shown coloured green and purple and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 2" on PLAN A2 annexed to the Land Grant.

L. Such segregated pedestrian ways or paths within the lot ("the Pedestrian Link 1") shall be constructed and provided by the Grantee for the purposes of linking up together the Pedestrian Subway, the Covered Footbridge 1, the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection and the Pedestrian Link 2.

M. Such segregated pedestrian ways or paths within the lot ("the Pedestrian Link 2") shall be constructed and provided by the Grantee for the purposes of linking up together the Brown Area and the Pedestrian Link 1.

5. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

A. Special Condition No. (17) of the Land Grant provides that the Development is required to be completed and made fit for occupation on or before 30 September 2028 (Note: the Government has granted an extension of that date to 31 March 2029).

B. General Condition No. 6(a) of the Land Grant provides that the Grantee shall throughout the tenancy: (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and (ii) maintain all buildings erected in good and substantial repair and condition.

C. General Condition No. 8 of the Land Grant provides that if any private streets, roads and lanes which are required to be formed by the provisions of the Land Grant remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee and in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

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

(a) The Grantee acknowledges that the existing buildings and structures within the areas shown coloured pink circled black on PLAN A1 annexed to the Land Grant (hereinafter collectively referred to as "the Pink Circled Black Area") are buildings and structures of historical interest. All the said buildings and structures including the foundations and everything forming part thereof or pertaining thereto are hereinafter collectively referred to as "the Historic Buildings".

(b) The Grantee shall at his own expense within 12 calendar months from the date of the Land Grant or within such other extended periods as may be approved by the Antiquities and Monuments Office (hereinafter referred to as "the AMO") submit to the AMO for his approval in writing a conservation plan containing plans, proposals and standards and requirements for the conservation works, conversion works, maintenance, repair, alteration, decoration, renovation, rectification and restoration works in respect of the Historic Buildings and such other information, particulars and details to the satisfaction of the AMO. The Grantee shall not amend or vary the approved conservation plan without having obtained the prior written approval of the AMO. The approved conservation plan (including any approved amendments thereto as aforesaid) is hereinafter referred to as "the Conservation Plan" and shall be deposited with the AMO. The Grantee shall at his own expense implement any works in the Conservation Plan in accordance with the standards and requirements set out therein.

(c) Without prejudice to sub-clause (b) of this Special Condition, the Grantee shall at his own expense on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the AMO, complete the conversion works of the Historic Buildings in accordance with the Conservation Plan.

(d) Any conservation works, conversion works, maintenance, repair, alteration, decoration, renovation, rectification and restoration works to be carried out to the Historic Buildings shall comply with the standards and requirements as specified in the Conservation Plan and no such works shall commence or be carried out before the Conservation Plan has been approved by the AMO under sub-clause (b) of this Special Condition.

(e) The Grantee shall at all times throughout the term of the Land Grant at his own expense keep and maintain in good repair and condition, protect, conserve, restore and renovate the Historic Buildings in accordance with the Conservation Plan.

(f) The Grantee shall at his own expense take all proper and adequate care, skills and precautions at all times during any site preparation and construction works to avoid causing any damage to the Historic Buildings and shall at his own expense observe and comply with all the requirements as specified in the Conservation Plan.

(g) The Grantee shall at his own expense make good any damage to the Historic Buildings and such rectification works shall follow the standards and requirements as specified in the Conservation Plan.

(h) No demolition or structural alterations and addition works shall be carried out to the Historic Buildings without the prior written approval of the Building Authority and the AMO.

(i) Without prejudice to any other rights of the Government hereunder, the Grantee shall at all times permit the Government, its officers, contractors, consultants and other persons authorized by it the free and unrestricted right to enter upon the Historic Buildings and any other parts of the lot and the buildings thereon for the purpose of inspecting and checking the state and condition of the Historic Buildings or any works to be carried out by the Grantee to the Historic Buildings. The Government, its officers, contractors, consultants and other persons authorized by it shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons arising out of or incidental to the exercise of the rights by the Government, its officers, contractors, consultants and any other persons authorized by it conferred under this sub-clause (i) and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance. The Grantee shall indemnify and keep indemnified the Government, its officers, contractors, consultants and any other persons authorized by it 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 state and condition of the Historic Buildings or the carrying out of any works by the Grantee to the Historic Buildings.

(j) For the avoidance of doubt, the total gross floor area of the Historic Buildings shall be taken into account in calculating the total gross floor area stipulated in Special Condition No. (21)(c) of the Land Grant.

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

(a) Except with the prior written consent of the Director,

no building or structure or support for any building or structure (other than the structure or structures referred to in sub-clauses (b) and (h) of this Special Condition) may be erected or constructed on, over, above or within the area shown coloured pink hatched black on PLAN A1 annexed to the Land Grant (hereinafter referred to as "the Pink Hatched Black Area") unless a clear space extending upwards from the finished street level of the Pink Hatched Black Area formed in accordance with sub-clause (b) of this Special Condition to a height of not less than 5.1 metres is provided.

(b) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director:

(i) lay, form, pave and surface the Pink Hatched Black Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve; the area of the Pink Hatched Black Area at the finished street level together with the Passage Area; and

(ii) provide and install within the Passage Area such street lighting, traffic aids, pavements and other structures as the Director may require so that vehicular and pedestrian traffic may be carried on the Passage Area.

(c) The Grantee shall throughout the term of the Land Grant at his own expense manage and maintain in good and substantial repair and condition the Passage Area together with the street lighting, traffic aids, pavements and other structures provided or installed thereon or therein and keep the same clean and tidy in all respects to the satisfaction of the Director.

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

(e) The Government, the Director, his officers, contractors and any other persons duly authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (f) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors and any other persons duly authorized by him conferred under sub-clauses (d) and (f) of this Special Condition or otherwise, and no claim for compensation shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) As from such date as the Director may in his absolute discretion specify (hereinafter referred to as "the Passage Area Operation Date") by notice in writing to the Grantee at any time and thereafter throughout the term of the Land Grant , the Grantee shall permit the Government (including any persons authorized by the Government) and all members of the public at all times for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles and on foot or by wheelchair on, along, to, from and through the Passage Area.

(g) Other than the works referred to in sub-clauses (b) and (c) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director, carry out any works or do or suffer anything to be done which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) obstruct or interfere with the vehicular traffic and pedestrian passage on foot or by wheelchair on, along, to, from or through the Passage Area.

(h) The Grantee shall at all reasonable times permit:

(i) the Director, his officers, contractors and any other persons authorized by him, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary within the Pink Hatched Black Area; and

(ii) the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part 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 laying, operation, maintenance, repairing, replacement and alteration of any waterworks installations within the Pink Hatched Black Area.

(i) The Government, the Director, the Water Authority, its or their officers and contractors and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons arising out of or incidental to the exercise by the Government, the Director, the Water Authority, its or their officers and contractors and any other persons authorized by it or him of the right conferred under sub-clause (h) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) Subject to Special Condition No. (42) of the Land Grant, the Passage Area shall not be used for any purpose other than vehicular traffic and pedestrian passage on foot or by wheelchair or such other purposes as may be required or approved by the Director. No goods shall be placed or stored and no vehicles shall be parked within the Passage Area or any part thereof.

(k) For the purpose of this Special Condition, the decision of the Director as to what constitutes the finished street level shall be final and binding upon the Grantee.

(l) The Passage Area shall be designated as and form part of the Common Areas as referred to in Special Condition No. (40)(a)(v) of the Land Grant.

(m) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f) of this Special

Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Passage Area to the public for the right of passage.

(n) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

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

(a) (i) For the purposes of the Conditions of the Land Grant, each of the following expressions shall have the meaning assigned to it as set out below:

(I) "the Pink Hatched Blue Area" means all that portion of the lot shown coloured pink hatched blue on PLAN A1 annexed to the Land Grant;

(II) "the Stratum" means all that stratum of land shown coloured pink cross-hatched blue on PLAN A1 annexed to the Land Grant between the level of -0.6 metres above the Hong Kong Principal Datum and the level of 6.2 metres above the Hong Kong Principal Datum; and

(III) "the PSCHB Areas" means all those portions of the lot shown coloured pink stippled blue and pink cross-hatched blue on PLAN A1 annexed to the Land Grant EXCLUDING the Stratum.

(ii) Except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the structure or structures referred to in sub-clauses (b) and (j) of this Special Condition and the Canopy (if any) referred to in sub-clause (a)(iv) of this Special Condition) may be erected or constructed or placed on, over, under, above, below or within the Pink Hatched Blue Area.

(iii) Subject to Special Condition No. (33) of the Land Grant, except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the structure or structures referred to in sub-clauses (b) and (j) of this Special Condition) may be erected or constructed on, over, under, above, below or within the PSCHB Areas.

(iv) The Grantee may, with the prior written consent of the Director and in conformity with any conditions imposed by him, erect and maintain such canopy or canopies that project over and above such part of the Pink Hatched Blue Area at such level and to such extent as the Director may approve (hereinafter collectively referred to as "the Canopy").

(b) The Grantee shall:

(i) on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, and in all respects to the satisfaction of the Director:

(I) lay and form the Pink Hatched Blue Area and the PSCHB Areas; and

(II) provide and construct such culverts, roads, pavements or such other structures as the Director in his sole discretion may require in the Pink Hatched Blue Area and the PSCHB Areas

so that pedestrian traffic may be carried on the Pink Hatched Blue Area and vehicular and pedestrian traffic may be carried on the PSCHB Areas; and

(ii) on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Pink Hatched Blue Area and the PSCHB Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

(c) (i) Subject to sub-clause (c)(iii) of this Special Condition, the Grantee shall at his own expense manage and maintain in good repair and condition the Pink Hatched Blue Area or those parts thereof which have not been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition.

(ii) The Grantee shall at his own expense manage and maintain in good repair and condition the PSCHB Areas or those parts thereof which have not been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the PSCHB Areas has been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition.

(iii) The Grantee shall at his own expense at all times whether before or after the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g)(i) of this Special Condition, maintain the Canopy (if any) in good repair and condition in all respects to the satisfaction of the Director. The Grantee 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 existence of the Canopy, the state and condition of the Canopy, the lack of repair or maintenance of the Canopy or otherwise in connection with the Canopy. The Grantee shall at his own expense when called upon to do so by the Director at any time demolish and remove the Canopy or any part thereof within such time as the Director may require.

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

(e) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area in accordance with sub-clause (g)(i) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area or any part thereof.

(ii) The Grantee shall at all reasonable times prior to the surrender of the whole of the PSCHB Areas in accordance with sub-clause (g)(i) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the PSCHB Areas or any part thereof.

(f) The Government, the Director, his officers, contractors and any other persons authorized by him, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (h) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors and any other persons authorized by him under sub-clauses (d), (e) and (h) of this Special Condition or otherwise, and no claim for compensation shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) (i) (I) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender to the Government the Pink Hatched Blue Area (except, for the avoidance of doubt, the airspace or the area (as the case may be) occupied by the Canopy, if any) or any part or parts thereof as the Director may specify with vacant possession free from incumbrances and without any payment or compensation whatsoever payable by the Government to the Grantee and for this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require provided always that the Government shall be under no obligation to accept the surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For the avoidance of doubt, the Grantee shall continue to maintain the Canopy throughout the term of the Land Grant in accordance with sub-clause (c)(iii) of this Special Condition notwithstanding the surrender of the Pink Hatched Blue Area.

(II) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender to the Government the PSCHB Areas or any part or parts thereof as the Director may specify with vacant possession free from incumbrances and without any payment or compensation whatsoever payable by the Government to the Grantee and for this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require provided always that the Government shall be under no obligation to accept the surrender of the PSCHB Areas or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For the avoidance of doubt, the Stratum does not form part of the PSCHB Areas and will not be surrendered under this sub-clause (g)(i)(II).

(ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any interest therein or any building or part of any building thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) and the whole of the PSCHB Areas pursuant to sub-clause (g)(i) of this Special Condition unless and until the Grantee has carved out from the lot the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) and the PSCHB Areas to the satisfaction of the Director provided that this sub-clause (g)(ii) shall not apply to an assignment of the lot as a whole as provided in Special Condition No. (38) of the Land Grant, a tenancy agreement or lease or an agreement for such tenancy or lease which complies with the terms and conditions of Special Condition

No. (37)(c) of the Land Grant or a building mortgage as provided in Special Condition No. (37)(d) of the Land Grant. Prior to the said carving-out, the Grantee shall submit to the Director for his approval in writing the carving out document or documents. For the avoidance of doubt, the Stratum shall not be carved out from the lot under this sub-clause (g)(ii).

(iii) Save as provided in sub-clause (g)(i) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director, assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area and the PSCHB Areas or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (g)(iii) shall not apply to an assignment of the lot as a whole as provided in Special Condition No. (38) of the Land Grant or a building mortgage under Special Condition No. (37)(d) of the Land Grant.

(h) (i) The Grantee shall, after the works in respect of the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) as required under sub-clause (b) of this Special Condition have been completed to the satisfaction of the Director and before the surrender of the whole of the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) to the Government in accordance with sub-clause (g)(i) of this Special Condition, at all times during the day and night permit the Government (including any persons authorized by the Government) and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair on, along, to, from, through and over the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any).

(ii) As from such date as the Director may in his absolute discretion specify by notice in writing to the Grantee at any time and thereafter until the whole of the PSCHB Areas has been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition, the Grantee shall at all times during the day and night permit the Government (including any persons authorized by the Government) and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles and on foot or by wheelchair on, along, to, from, through and over the PSCHB Areas.

(i) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods shall be placed or stored and no vehicles shall be parked within the Pink Hatched Blue Area or any part thereof.

(ii) The Grantee shall not use the PSCHB Areas or any part or parts thereof for any purpose other than vehicular traffic and pedestrian passage (on foot or by wheelchair) or such other purposes as the Director in his sole discretion may approve. No goods shall be placed or stored and no vehicles shall be parked within the PSCHB Areas or any part thereof.

(j) The Grantee shall at all reasonable times permit the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of carrying out any works as the officers of the Water Authority or such authorized persons may require in relation to the laying, operation, maintenance, repairing, replacement and alteration of any waterworks installations within the Pink Hatched Blue Area or any part thereof or the PSCHB Areas or any part thereof.

(k) The Government, the Director, the Water Authority, their officers and contractors and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons arising out of or incidental to the exercise by the Government, the Director, the Water Authority, their officers and contractors and any other persons authorized by them of the rights conferred under sub-clause (j) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (h) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area and the PSCHB Areas or any part thereof to the public for the right of passage.

(m) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (h) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(n) The Grantee accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area and the PSCHB Areas or any part or parts thereof in accordance with sub-clause (g)(i) of this Special Condition, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (21)(c) of the Land Grant due to the reduction in the area of the lot or otherwise. The Government shall have no liability, and the Grantee shall have no claim for compensation or refund of premium or otherwise against the Government, if the maximum gross floor area permitted under Special Condition No. (21)(c) of the Land Grant cannot be attained.

G. Special Condition No. (8) of the Land Grant provides that:

(a) (i) The Grantee shall:

(I) on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director at his own expense, in such manner with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:

(A) lay and form those portions of future public roads on the Green Areas and provide and construct the Green Areas Structures so that vehicular and pedestrian traffic may be carried thereon;

(B) surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require;

(C) without prejudice to the generality of sub-clause (a)(i)(I)(A) of this Special Condition, lay and form a total of eight (or such other number as may be approved or required by the Director) lay-bys within the areas shown coloured green stippled black on PLAN A1 annexed to the Land Grant; and

(D) carry out such improvement works to the road junctions at Clear Water Bay Road/Lung Cheung Road and Fung Shing Street/Ping Ting Road as the Director may require; and

(II) within 60 calendar months from the date of the Land Grant (Note: the Government has granted an extension of that date to 17 July 2027) or within such other extended periods as may be approved by the Director at his own expense, in such manner with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:

(A) lay and form those portions of future public roads on the Green Circled Black Area and provide and construct the Green Circled Black Area Structures so that vehicular and pedestrian traffic may be carried thereon; and

(B) surface, kerb and channel the Green Circled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

(ii) The Grantee shall maintain in good repair and condition at his own expense to the satisfaction of the Director:

(I) the Green Areas or any part thereof which has not been re-delivered to the Government in accordance with Special Condition No. (9) of the Land Grant together with the Green Areas Structures and all structures, surfaces, gullies, sewers, drains, pavements, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the whole of the Green Areas has been re-delivered to the Government in accordance with Special Condition No. (9) of the Land Grant but subject to Special Condition No. (35)(b)(i) of the Land Grant; and

(II) the Green Circled Black Area or any part thereof which has not been re-delivered to the Government in accordance with Special Condition No. (9) of the Land Grant together with the Green Circled Black Area Structures and all structures, surfaces, gullies, sewers, drains, pavements, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the whole of the Green Circled Black Area has been re-delivered to the Government in accordance with Special Condition No. (9) of the Land Grant.

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

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

H. Special Condition No. (9) of the Land Grant provides that:

(a) For the purpose only of carrying out the necessary works specified in Special Condition Nos. (8)(a) and (35)(a) of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Green Areas and the Green Circled Black Area.

(b) (i) The Green Areas or any part thereof as the Director may at any time or times require shall be re-delivered to the Government on demand and in any event the Green Areas shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction provided that the Green Areas to be re-delivered or deemed to have been re-delivered to the Government under this sub-clause (b)(i) will not include the Covered Footbridge 2 referred to in Special

Condition No. (35) of the Land Grant which shall only be handed over to the Government when called upon to do so under Special Condition No. (35)(j) of the Land Grant.

(ii) The Green Circled Black Area or any part thereof as the Director may at any time or times require shall be re-delivered to the Government on demand and in any event the Green Circled Black Area shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions of the Land Grant have been complied with to his satisfaction.

(c) The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Circled Black Area or any part thereof allow free access over and along the Green Areas and the Green Circled Black Area or any part thereof for all Government and public vehicular and pedestrian traffic without any payment and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (8)(a) hereof or otherwise.

I. Special Condition No. (10) of the Land Grant provides that except as provided in Special Condition No. (35) hereof, the Grantee shall not without the prior written consent of the Director use the Green Areas or the Green Circled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than for the carrying out of the works specified in Special Condition No. (8) of the Land Grant.

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

(a) The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Circled Black Area or any part thereof:

(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Circled Black Area or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (8)(a), (35)(a) and (35)(b) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (8)(b) of the Land Grant and any other works which the Director may consider necessary in the Green Areas and the Green Circled Black Area or any part thereof;

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

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Circled Black Area or any part 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 waterworks installations within the Green Areas and the Green Circled Black Area or any part thereof.

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

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

(a) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director) at his own expense and to the satisfaction of the Director erect, construct and provide within the lot a public open space of not less than 2,200 square metres or such smaller area as may be approved by the Director whose approval shall be subject to conditions to be imposed at the Director's sole discretion (which may include payment of premium and administrative fee) (the public open space to be provided under this Special Condition being hereinafter referred to as "the Public Open Space"). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.

(b) The Grantee shall throughout the term of the Land Grant at his own expense manage, upkeep, clean and maintain in good and substantial repair and condition the Public Open Space in all respects to the satisfaction of the Director.

(c) Upon the completion of the works referred to in sub-clause (a) of this Special Condition, the Grantee shall permit all members of the public for lawful active and passive recreational purposes (subject to any conditions, requirements and restrictions imposed by the Director as hereinafter referred to) at all times during the day and night (or at such other times or hours as the Director may approve or require) to pass and repass on, along, over, by and through and to enjoy the Public Open Space together with the equipment and facilities provided thereon freely and without payment of any nature whatsoever. The use of (including but not limited to the activities that may be carried on) the Public Open Space shall in all respects be subject to the conditions,

requirements and restrictions that the Director may impose at any time and from time to time and the Grantee shall observe and comply with such conditions, requirements and restrictions.

(d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space or any part or parts thereof to the public for right of passage or enjoyment.

(e) It is hereby expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise, and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

L. Special Condition No. (13) of the Land Grant provides that:

(a) (i) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director), at his own expense, lay, form and landscape the Yellow Area as a landscaping area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.

(ii) The Grantee shall at his own expense manage, upkeep, clean and maintain in good and substantial repair and condition the Yellow Area (or any part thereof possession of which has not been re-delivered to the Government in accordance with Special Condition No. (14) of the Land Grant) and everything forming a portion thereof or pertaining thereto in all respects to the satisfaction of the Director until such time as possession of the Yellow Area (or such part thereof, as the case may be) has been re-delivered to the Government in accordance with Special Condition No. (14) of the Land Grant.

(b) Upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and before possession of the Yellow Area shall have been re-delivered to the Government in accordance with Special Condition No. (14) of the Land Grant, the Grantee shall permit all members of the public for all lawful purposes at all times during day and night or at such other times or hours as the Director may approve or require to pass and repass on, along, over, by and through and to enjoy the Yellow Area (or any part thereof possession of which has not been re-delivered to the Government in accordance with Special Condition No. (14) of the Land Grant) together with the equipment and facilities provided thereon as a landscaping area freely and without payment of any nature whatsoever.

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

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

M. Special Condition No. (14) of the Land Grant provides that for the purpose only of carrying out the necessary works specified in Special Condition No. (13) of the Land Grant, the Grantee shall on the date of the Land Grant be granted possession of the Yellow Area. The Yellow Area (or any part or parts thereof as the Director may specify or require) shall be re-delivered to the Government on demand by the Government at any time or times as the Government may in its absolute discretion see fit. For the avoidance of doubt, the Government shall be under no obligation to demand or accept the re-delivery of possession of the Yellow Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government may in its absolute discretion see fit.

N. Special Condition No. (15) of the Land Grant provides that except with the prior written consent of the Director, the Grantee shall not use the Yellow Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (13) of the Land Grant.

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

(a) The Grantee shall at all reasonable times while he is in possession of the Yellow Area or any part thereof:

(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Yellow Area or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out and the fulfilment or performance of the Grantee's obligations in compliance with Special Condition Nos. (13)(a) and (13)(b) of the Land Grant and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (13)(c) of the Land Grant and any other works which the Director may consider necessary in the Yellow Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Yellow Area or any part thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any adjoining land including but not limited to the laying and subsequent

maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises. The Grantee shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area; and

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot and the Yellow Area or any part 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 waterworks installations within the Yellow Area.

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

P. Special Condition No. (20) of the Land Grant provides that:

(a) The Grantee shall submit or cause to be submitted to the Director of Planning for his approval a landscape master plan indicating the landscaping proposals for the lot.

(b) The landscape master plan shall be at a scale of 1:500 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 of Planning may require. No site formation works shall be commenced on the lot or any part thereof until approval, if required, has been given in respect of the proposals for the preservation of trees under Special Condition No. (19) of the Land Grant. No superstructure work shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning.

(c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director.

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

Q. Special Condition No. (21) of the Land Grant provides that:

Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6) of the lot or any part thereof:

(c) (iv) (III) Out of the total Non-I/R GFA (i.e., the total gross floor area of any building or buildings erected or to be erected on the lot designed and intended to be used for non-industrial (excluding private residential, godown, petrol filling station and hotel) purposes), not less than 5,675 square metres shall be used for the purposes of providing the Public LGV Carpark as required to be provided under Special Condition No. (22) of the Land Grant and for no other purpose.

R. Special Condition No. (22) of the Land Grant provides that:

(a) The Grantee shall on or before the date specified in Special Condition No. (17) of the Land Grant provide and maintain within the lot to the satisfaction of the Director a public carpark for light goods vehicles which shall contain not less than 75 spaces for the parking of light goods vehicles together with the relevant means of access and circulation spaces and such other areas or facilities as the Director may approve (hereinafter referred to as "the Public LGV Carpark"). Each of the parking spaces so provided shall occupy an area of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres.

(b) Notwithstanding Special Condition No. (70)(a) of the Land Grant, the parking spaces provided under sub-clause (a) of this Special Condition shall be made available, whether by way of tenancies or licences, to the members of the public at all times for short-term parking of licensed light goods vehicles, on hourly, daily or monthly basis or such other basis as may be approved in writing by the Commissioner for Transport (hereinafter referred to as "C for T").

(c) The Grantee shall submit or cause to be submitted to the Director for his written approval a layout plan for the Public LGV Carpark indicating the layout of the parking spaces, relevant means of access, circulation spaces and such other areas and spaces as may be required by the Director, and the layout of the Public LGV Carpark shall in all respects be designed, provided and maintained in accordance with the approved layout plan for the Public LGV Carpark to the satisfaction of the Director.

(d) The parking spaces provided under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise. The relevant means of access, circulation spaces and such other areas and spaces as may be required by the Director within the Public LGV Carpark shall not be used for any purposes other than the purposes for which they are designed, constructed and intended to be used in accordance with the Conditions of the Land Grant and the approved layout referred to in sub-clause (c) of this Special Condition.

(e) For the avoidance of doubt, the Public LGV Carpark shall be included for the purpose of calculating the total gross floor area stipulated in Special Condition No. (21)(c) of the Land Grant.

(f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (a) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public LGV Carpark or any part or parts thereof or any part or parts of the lot to the public for the right of passage.

(g) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (a) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

S. Special Condition No. (23) of the Land Grant provides that notwithstanding that the Conditions of the Land Grant shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not throughout the term of the Land Grant to be granted assign, mortgage, charge, demise, underlet or part with the possession of or otherwise dispose of the Public LGV Carpark or any part thereof or any interest therein or enter into any agreement so to do except in accordance with Special Condition No. (22)(b) of the Land Grant or Special Condition No. (70)(b)(i) of the Land Grant.

T. Special Condition No. (24) of the Land Grant provides that after the completion of the Public LGV Carpark referred to in Special Condition No. (22) of the Land Grant, the Grantee shall commence to operate the Public LGV Carpark, and throughout the term of the Land Grant, continue to operate and manage the Public LGV Carpark at all times on a scale and in a manner to the satisfaction of the Director and in all respects comply with all Ordinances, bye-laws and regulations relating to public motor vehicle car parks which are or may at any time be in force in Hong Kong.

U. Special Condition No. (25) of the Land Grant provides that:

(a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term of the Land Grant for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the Brown Area at such levels as may be approved by the Director.

(b) The Grantee shall, on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such extended periods as may be approved by the Director, at his own expense, in such manner, at such levels, with such materials and to such standards as the Director shall require or approve, construct, lay and form a paved way (portion of which will be elevated) on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with the supporting columns and structures and the associated street furniture, traffic aids, street lighting, sewers, drains and such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Paved Way").

(c) Throughout the term of the Land Grant, the Grantee shall at his own expense uphold, manage, maintain and repair the Brown Area and everything forming a portion of or pertaining to it (including the Paved Way), all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.

(d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the Paved Way to the satisfaction of the Director.

(e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.

(f) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "the Brown Area Services") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the Brown Area Services without prior written approval from the Director. Save in respect of making good any and all damages caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause (f), and no claim or objection whatsoever shall be made against them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

V. Special Condition No. (26) of the Land Grant provides that:

(a) The Grantee shall at his own expense carry out and complete to the satisfaction of the Director such geotechnical investigations and such slope

treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on PLAN A1 annexed to the Land Grant (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term of the Land Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term of the Land Grant, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify and keep indemnified the Government, its agents and contractors 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 landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the Conditions of the Land Grant, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.

(b) Subject to the proviso mentioned below, the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under sub-clause (a) of this Special Condition shall determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the said sub-clause (a) provided that for the avoidance of doubt, the Grantee's obligations under Special Condition No. (34) of the Land Grant in respect of the Covered Footbridge 1 therein referred to shall not be affected, lessened or diminished in any way notwithstanding that the Grantee's obligations and rights in respect of the Green Hatched Black Area or any part thereof is determined in accordance with this sub-clause (b).

W. Special Condition No. (27) of the Land Grant provides that:

(a) The Grantee hereby acknowledges that the lot may be affected by landslip hazards including boulder falls arising from the area shown coloured green cross-hatched black on PLAN A2 annexed to the Land Grant (hereinafter referred to as "the Green Cross-hatched Black Area") due to the nature of the natural terrain and the Government shall be under no responsibility or liability whatsoever to the Grantee for any loss or damage or injury howsoever caused to or suffered by the Grantee or to any other persons arising out of or in connection with or as a consequence of any landslip hazards including boulder falls. The Grantee shall within 24 calendar months from the date of the Land Grant or within such other extended periods as may be approved by the Director, at his own expense carry out and complete to the satisfaction of the Director geotechnical investigation (hereinafter referred to as "the Investigation") on the lot and the Green Cross-hatched Black Area for such hazards. No ground investigation shall be carried out on any Government land outside the Green Cross-hatched Black Area without the prior written consent of the Director.

(b) On completion of the Investigation, the Grantee shall at his own expense before any occupation permit (including any temporary occupation permit) shall have been issued by the Building Authority in respect of any building or structure or part of any building or structure erected or to be erected on the lot (or within such other extended periods as may be approved by the Director) carry out and complete to the satisfaction of the Director such mitigation and stabilization works (whether within the lot or the Green Cross-hatched Black Area or other Government land) as the Director in his absolute discretion may require (hereinafter referred to as "the Works") to protect any building or buildings erected or to be erected on the lot or any part thereof and any residents or occupiers therein and their bona fide guests, visitors and invitees from landslip hazards including boulder falls arising from the Green Cross-hatched Black Area. The Grantee shall register at his own expense in the Land Registry against the lot a record plan accepted by the Director indicating the location and scope of the Works.

(c) Where it is deemed necessary by the Grantee to carry out, in addition to the Works, mitigation and stabilization works on any Government land including the Green Cross-hatched Black Area (hereinafter referred to as "the Additional Outside Works"), the Grantee shall, upon receipt of the Director's written approval to the Additional Outside Works, at the Grantee's own expense carry out and complete the Additional Outside Works to the satisfaction of the Director. The Grantee shall register at his own expense in the Land Registry against the lot a record plan accepted by the Director indicating the location and scope of the Additional Outside Works.

(d) The Grantee shall at all times during the term of the Land Grant, at his own expense maintain the Works and the Additional Outside Works in good substantial repair and condition to the satisfaction of the Director to ensure the continuing and proper functioning of the Works and the Additional Outside Works. In addition to and without prejudice to any rights or remedies the Government may have against the Grantee for breach of the Grantee's obligations to maintain the Works and the Additional Outside Works as herein provided, the Director shall be entitled by notice in writing to call upon the Grantee to carry out such maintenance works as the Director shall in his absolute discretion deem fit and if the Grantee shall neglect or fail to comply with such

notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

(e) The Investigation, the Works and the Additional Outside Works and the maintenance thereof shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation and any other relevant legislation.

(f) For the purpose only of inspecting and carrying out the works required under this Special Condition, including but not limited to the Investigation, the Works and the Additional Outside Works and the maintenance thereof, the Grantee may enter upon the Green Cross-hatched Black Area subject to compliance with such conditions and requirements as the Director may impose.

(g) In the event that any damage is done to the Green Cross-hatched Black Area, any other Government land or any land outside the lot as a result of or arising out of the Investigation, the Works, the Additional Outside Works or the maintenance thereof, the Grantee shall make good such damage at his own expense and in all respects to the satisfaction of the Director.

(h) The Grantee 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 works being carried out or having been carried out pursuant to the terms of this Special Condition or the omission, neglect or default by the Grantee to carry out any such works or any landslip hazard including boulder falls from the Green Cross-hatched Black Area including but without limitation to any damage to or loss of properties and life or personal injuries.

X. Special Condition No. (29)(c) of the Land Grant provides that the grantee shall at his own expense maintain those parts of recreational facilities provided within the lot and facilities ancillary thereto which are exempted from the gross floor area calculation pursuant to the Land Grant ("the Exempted Facilities") in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director. The Exempted Facilities shall only be used by the residents of the residential block(s) in the Development and their bona fide visitors and by no other person or persons.

Y. Special Condition No. (33) of the Land Grant provides that:

(a) (i) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense construct and provide a pedestrian subway to such levels, widths, headroom, alignment and disposition as may be required and approved by the Director of Highways (hereinafter referred to as "the D of Hy") and the C for T at their sole and absolute discretion, together with all supports and connections (including any supports and connections which the D of Hy and the C for T in their absolute discretion consider necessary for any future extension to the pedestrian subway), within the area shown edged pecked green and annotated "PROPOSED SUBWAY" on the plan marked "PLAN A" annexed hereto and within the Stratum (hereinafter referred to as "the Pedestrian Subway"), so as to link up the development erected or to be erected on the lot with the Choi Hung MTR Station as shown and marked "CHOI HUNG MTR STATION" on the plan marked "PLAN A" annexed to the Land Grant (hereinafter referred to as "the Choi Hung MTR Station"). The Pedestrian Subway shall have a minimum clear internal headroom of 3.5 metres and a minimum clear internal width of 12 metres except for that portion within the area shown coloured red on the plan marked "PLAN A" annexed to the Land Grant which shall have a minimum clear internal width of 4 metres.

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the decision of the D of Hy and the C for T as to what constitutes "clear internal headroom" and "clear internal width" shall be final and binding on the Grantee.

(iii) No structure shall be constructed within the Stratum other than the Pedestrian Subway.

(b) Within the time specified in sub-clause (a) of this Special Condition, the Grantee shall at his own expense procure agreement or consent from the MTR Corporation Limited (hereinafter referred to as "MTRCL") for connecting the Pedestrian Subway with the Choi Hung MTR Station. For the avoidance of doubt, the Grantee acknowledges and agrees that the Government in no way warrants that the agreement or consent from the MTRCL would be procured by the Grantee and the Government shall be under no liability whatsoever to the Grantee for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the agreement or consent could not be procured by the Grantee from the MTRCL.

(c) (i) The Pedestrian Subway 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 Grantee shall not use or permit or suffer to be used any part of the Pedestrian Subway for advertising or for the display of any signs, notices or posters whatsoever except such directional signs (as the C for T at his sole discretion may accept or require) to be provided and maintained by the Grantee at his own expense.

(iii) The Grantee shall not do or permit or suffer to be done in the Pedestrian Subway anything that may be or become a nuisance, disturbance or annoyance or that may cause inconvenience or damage to any person or vehicle passing over the Pedestrian Subway or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) Subject to sub-clause (e) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) of the Land Grant) and thereafter throughout the term of the Land Grant permit all members of the public during the opening hours of the Choi Hung MTR Station for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Subway.

(d) Subject to sub-clause (e) of this Special Condition, the Grantee shall throughout the term of the Land Grant at his own expense manage and maintain the Pedestrian Subway in good and substantial repair and condition to the satisfaction of the D of Hy and the C for T.

(e) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Subway or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the D of Hy and the C for T at the Grantee's own expense and to the satisfaction of the D of Hy and the C for T, replace the same by the construction and completion of such new pedestrian subway or any part or parts thereof at such positions, to such levels, widths, headroom, alignment and disposition, as the D of Hy and the C for T shall require or approve.

(ii) In the event that any new pedestrian subway or any part or parts thereof are constructed under sub-clause (e)(i) of this Special Condition, all references to "the Pedestrian Subway" in these Conditions shall be deemed to refer to the new pedestrian subway or such part or parts thereof and such part or parts of the Pedestrian Subway not demolished.

(f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.

(h) It is expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c)(iv) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Subway to the public for the right of passage.

(i) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c)(iv) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor (hereinafter referred to as "the Building (Planning) Regulations"), or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) of the Land Grant) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several.

Z. Special Condition No. (34) of the Land Grant provides that:

(a) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, construct and provide:

(i) one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to such covered footbridge) as shall be required or approved by the Director, within the areas shown coloured green hatched black and stippled black and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 1" on PLAN A1 annexed to the Land Grant (hereinafter referred to as "the Covered Footbridge 1"). The Covered Footbridge 1 shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and 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 may require, all of which shall be or be deemed to be part of the Covered Footbridge 1. The Covered Footbridge 1 shall have a clear minimum internal width of 6.0 metres and a minimum clear internal headroom of 2.6 metres. The Grantee hereby acknowledges that at present the area shown stippled black on PLAN A1 annexed to the Land Grant (hereinafter referred to as "the Stippled Black Area") which is now known as Section A of New Kowloon Inland Lot No. 6461, and throughout the term of the Land Grant that the Grantee shall at his own expense make his own arrangement with the owner of the Stippled Black Area (including future owners for the time being of the Stippled Black Area) for acquiring the rights to enter the Stippled Black Area for the purposes of erecting, constructing, providing and maintaining such portion of the Covered Footbridge 1 as erected, constructed, provided and maintained within the Stippled Black Area (the said portion of the Covered Footbridge 1 erected, constructed, provided and maintained within the Stippled Black Area is hereinafter referred to as "the Covered Footbridge 1 Stippled Black Portion"); and

(ii) within the lot and in (or, as the case may be, at the perimeters of) the building or buildings to

be erected upon the lot structural supports and connections to such specifications, standards, design, disposition and alignment and at such points and at such levels as shall be required or approved by the Director (hereinafter referred to as "the Supports and Connections within Lot") for and to receive the Covered Footbridge 1 so that the construction of the Covered Footbridge 1 can be carried out thereon, that the relevant parts of the Pedestrian Link 1 (referred to in Special Condition No. (36) of the Land Grant) to link to the Covered Footbridge 1 can be constructed and provided thereon and that pedestrian access can be gained over the Covered Footbridge 1 direct into and from the Pedestrian Link 1 (referred to in Special Condition No. (36) of the Land Grant).

(b) Throughout the term of the Land Grant the Grantee shall at his own expense manage, maintain and repair the Covered Footbridge 1 and the Supports and Connections within Lot in good and substantial repair and condition in all respects to the satisfaction of the Director.

(c) The Covered Footbridge 1 shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(d) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge 1 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.

(e) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge 1 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 1 or to any owner or occupier of any adjacent or neighbouring land or premises.

(f) The Grantee shall throughout the period during which the Covered Footbridge 1 is in existence permit all members of the public 24 hours a day (or during such other hours as may be approved or required by the C for T) for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 1 for gaining access to and from the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) of the Land Grant) and the Pedestrian Link 2 (as defined in Special Condition No. (69)(a) of the Land Grant) via the Pedestrian Link 1 (as defined in Special Condition No. (36)(a) of the Land Grant).

(g) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and any other duly authorized personnel 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 Grantee, his servants, workmen and contractors in relation to the fulfilment of the Grantee's obligations under sub-clauses (a), (b) and (f) of this Special Condition.

(h) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge 1 or any part thereof are required to be demolished, the Grantee shall, within such time limit as the Director may require, at his own expense and 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 and at such width, levels and positions as the Director shall approve or require and the expression "the Covered Footbridge 1" in the Conditions of the Land Grant shall be deemed to include such new footbridge or part or parts thereof.

(i) The Grantee shall not permit or suffer any hawker to carry on business within the Covered Footbridge 1 and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the Covered Footbridge 1 shall be displayed prominently by the Grantee near all entrances to the Covered Footbridge 1. For the purposes of this Special Condition, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap. 132) as amended by any subsequent legislation provided that for the purpose of this sub-clause (i), the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the Covered Footbridge 1".

(j) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Covered Footbridge 1 to the public for the right of passage.

(k) The Grantee shall at all reasonable times permit the Government, its officers, contractors, workmen and any other persons authorized by it or them the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and the Covered Footbridge 1 for the purpose of inspecting and checking any works to be carried out by the Grantee in compliance with this Special Condition. The Government, its officers, contractors, workmen and any other persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Government, its officers, contractors, workmen and any other persons authorized by it or them of the right conferred under this sub-clause (k) and no claim shall be made by the Grantee against any of them in respect of any such loss, damage, nuisance or disturbance.

(l) For the avoidance of doubt, the Grantee shall fulfil, observe, perform and comply with the obligations and conditions under the Conditions of the Land Grant in respect of the Covered Footbridge 1 Stippled Black Portion (as forming part of the Covered Footbridge 1) whether the Stippled Black Area shall remain as Section A of New Kowloon Inland Lot No. 6461 or shall have subsequently been surrendered to the Government or otherwise reverted to the Government.

(m) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) of the Land Grant) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any).

The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several.

AA. Special Condition No. (35) of the Land Grant provides that:

(a) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, construct and provide one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to such covered footbridge) as shall be required or approved by the Director, within the areas shown coloured green and purple and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 2" on PLAN A2 annexed to the Land Grant (hereinafter referred to as "the Covered Footbridge 2") connecting to the existing footbridge shown and marked "EXISTING FOOTBRIDGE" on PLAN A2 annexed to the Land Grant (hereinafter referred to as "the Existing Footbridge") so as to enable all members of the public to pass and to repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 2 for the purpose of gaining access to and from the adjacent roads, footpaths and lands through the Covered Footbridge 2 and the Existing Footbridge. The Covered Footbridge 2 shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and 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 may require, all of which shall be or be deemed to be part of the Covered Footbridge 2. The Covered Footbridge 2 shall have a clear internal width of 3.0 metres and a minimum clear internal headroom of 2.6 metres. The Grantee hereby acknowledges that at present the area shown coloured purple on PLAN A2 annexed to the Land Grant (hereinafter referred to as "the Purple Area") forms a part of The Remaining Portion of New Kowloon Inland Lot No. 6461, and that throughout the term of the Land Grant the Grantee shall at his own expense make his own arrangement with the Government lessees or grantees for the time being of the Purple Area for acquiring the rights to enter the Purple Area for the purposes of erecting, constructing, providing and maintaining such portion of the Covered Footbridge 2 as erected, constructed, provided and maintained within the Purple Area (the said portion of the Covered Footbridge 2 erected, constructed, provided and maintained within the Purple Area is hereinafter referred to as "the Covered Footbridge 2 Purple Portion" and the remaining portion of the Covered Footbridge 2 is hereinafter referred to as "the Covered Footbridge 2 Remaining Portion").

(b) (i) Subject to sub-clauses (i) and (j) of this Special Condition, upon and as from the completion of the Covered Footbridge 2 and at all times thereafter until the date of expiry of fifty years from the date of the Land Grant the Grantee shall at his own expense manage, maintain and repair the Covered Footbridge 2 and any part thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and in compliance and in accordance with the provisions of this Special Condition.

(ii) The Grantee shall procure from Kowloon Development Company Limited or such other corporation (whether it be the parent or holding company of the Grantee) as the Director may approve or require (Kowloon Development Company Limited or such other corporation is hereinafter referred to as "the Company") a deed of guarantee and undertaking to the Government (hereinafter referred to as "the Guarantee and Undertaking") whereby the Company unconditionally and irrevocably:

(I) guarantees the due, full, punctual and complete performance and observance of the Grantee's obligations, undertakings and covenants under this Special Condition and undertakes and covenants that if and whenever there is any breach, non-performance or non-observance by the Grantee of any of the Grantee's obligations under this Special Condition, the Company shall forthwith on written demand by the Government, make good all such defaults (including but not limited to the Company carrying out or causing to be carried out at its own expense any works as the Government may require and paying to the Government all sums which may be outstanding as at the date of such demand);

(II) covenants to 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 breach or non-performance or non-observance of any of the Grantee's obligations under this Special Condition; and

(III) as a separate, additional and independent covenant and undertaking to the Government and without prejudice to the Government's rights and remedies against the Company under sub-clauses (b)(ii)(I) and (b)(ii)(II) of this Special Condition or against the Grantee under the Conditions of the Land Grant, further covenants and undertakes that at any time or times when called upon so to do by the Government, the Company shall at its own expense maintain and repair (and, if so required by the Government, manage) whether solely by the Company or jointly and severally with the Grantee or otherwise, the Covered Footbridge 2 or any part or parts thereof as the Government may specify, in all respects to the satisfaction of the Government or as required by the Government for and throughout such period or periods as the Government may specify (provided that such period or periods shall not extend beyond the date of expiry of fifty years from the date of the Land Grant).

The Guarantee and Undertaking shall be subject to the laws of Hong Kong and shall be in such form and contain such terms and conditions as the Director may require or approve and the Guarantee and Undertaking duly executed by the Company shall be delivered to the Director on or before execution of the Land Grant or, in the case of the assignee of the lot under the assignment made with the Director's consent under Special Condition No. (38) of the Land Grant, at such time as the Director may require. The Grantee shall at his own expense take all such steps and action as the Director may at any time and from time to time require to keep the Guarantee and Undertaking valid, subsisting and binding at all times on the Company (including but not limited to the Grantee procuring the execution by the Company in favour of the Government of such further assurances or confirmatory guarantee and undertaking as the Director may require).

(c) The Covered Footbridge 2 shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(d) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge 2 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.

(e) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge 2 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 2 or to any owner or occupier of any adjacent or neighbouring land or premises.

(f) The Grantee shall at all times during the day and night throughout the period during which the Covered Footbridge 2 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 on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 2 for the purpose of gaining access to and from the Existing Footbridge and the adjacent roads, footpaths and lands.

(g) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 Grantee, his servants, workmen and contractors in connection with the fulfilment of the Grantee's obligations under this Special Condition.

(h) The Grantee shall not permit or suffer any hawker to carry on business within the Covered Footbridge 2 and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the Covered Footbridge 2 shall be displayed prominently by the Grantee near all entrances to the Covered Footbridge 2. For the purpose of this Special Condition, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap. 132) as amended by any subsequent legislation provided that for the purpose of this sub-clause (h), the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the Covered Footbridge 2".

(i) In the event the Covered Footbridge 2 or any part thereof are required by the Director to be demolished, the Grantee shall, within such time limit as the Director may require, at his own expense and 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 and at such width, levels and positions as the Director shall approve or require and the expression "the Covered Footbridge 2" for the purposes of this Special Condition shall be deemed to include such new footbridge or part or parts thereof.

(j) The Grantee shall when called upon by the Government at his own expense hand over to the Government the Covered Footbridge 2 or such part or parts thereof as the Government shall specify free from encumbrances and without any payment or compensation whatsoever payable by the Government to the Grantee. It is hereby agreed and declared that the Covered Footbridge 2 or part or parts thereof shall be deemed to have been handed over to the Government on the date to be specified in a letter from the Director requiring the handing over of the same. Unless the Director may otherwise determine in his absolute discretion, the Grantee shall cease to be responsible for the management and maintenance of the part or parts of the Covered Footbridge 2 which have been handed over or deemed to have been handed over to the Government in accordance with this sub-clause (j). For the avoidance of doubt, the Grantee's obligations under this Special Condition in respect of the Covered Footbridge 2 shall not be released, lessened or diminished or be deemed to be released, lessened or diminished in any way by the carrying out of any works in respect of the Covered Footbridge 2 by the Company pursuant to the Guarantee and Undertaking or by the Government under sub-clause (l) of this Special Condition and the Grantee shall at his own expense render all assistance and co-operation as the Director may require including but not limited to handing over, temporary or otherwise, of the Covered Footbridge 2 or any part thereof to the Company or the Government or as the Director may direct for the purposes of carrying out such works and such handing over shall not have the effect of or be deemed to be releasing, lessening or diminishing in any way the Grantee's obligations under this Special Condition in respect of the Covered Footbridge 2 or such part thereof.

(k) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Covered Footbridge 2 to the public for the right of passage.

(l) In the event of any non-performance, non-observance or non-fulfilment of the Grantee's obligations under sub-clauses (b)(i) and (j) of this Special Condition, the Government may (but is not under any obligation or liability whatsoever so to do) carry out or cause to be carried out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(m) For the purpose of this Special Condition only, the expression "the Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited excluding all their assigns but shall include the assignee of the lot under the assignment (if any) made with the Director's consent under Special Condition No. (38) of the Land Grant. For the avoidance of doubt, the Grantee shall not and shall have no right to assign or charge or mortgage, underlet, share or otherwise encumber the Covered Footbridge 2 or any part thereof or any interest therein and the Grantee hereby acknowledges and agrees that the Grantee's obligations under this Special Condition shall remain valid and subsisting and be and continue to be binding personally on the Grantee notwithstanding the Grantee may have disposed of all, or ceased to have any interest, right, estate or title in the lot or any part thereof (whether by the assignment under Special Condition No. (38) of the Land Grant or other assignments or dispositions or otherwise) and notwithstanding the sooner termination for whatever reason of the term of the Land Grant. For the avoidance of doubt, the liability and obligations of the Grantee (including Best Power (Asia) Limited and Jumbo Power Enterprises Limited and, in the event of an assignment under Special Condition No. (38) of the Land Grant to an assignee, such assignee) under this Special Condition are joint and several.

BB. Special Condition No. (36) of the Land Grant provides that:

(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense and to the satisfaction of the C for T construct and provide such barrier-free segregated pedestrian ways or paths for the purposes of linking up together the Pedestrian Subway, the Covered Footbridge 1, the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) of the Land Grant) and the Pedestrian Link 2 (as defined in Special Condition No. (69)(a) of the Land Grant) with such widths, at such positions and to such levels and alignments as the C for T shall require or approve (hereinafter referred to as "the Pedestrian Link 1").

(b) After compliance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant at his own expense manage and maintain the Pedestrian Link 1 in good and substantial repair and condition to the satisfaction of the C for T.

(c) (i) Subject to sub-clause (d) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) of the Land Grant) and thereafter throughout the term of the Land Grant keep the Pedestrian Link 1 open for the use by all members of the public 24 hours a day (except under emergency situation), except the portion on B2/F of the development connecting the Pedestrian Subway (hereinafter referred to as "B2/F Portion") which shall be opened for the use by all members of the public during the opening hours of the Choi Hung MTR Station, and the portion on B1/F of the development connecting the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) of the Land Grant) (hereinafter referred to as "B1/F Portion") which shall be opened for the use by all members of the public 24 hours a day (or during such other hours as may be approved or required by the D of Hy) on foot or by wheelchair for all lawful purposes freely and without payment of any nature whatsoever.

(ii) For the purpose of sub-clause (c)(i) of this Special Condition, B2/F of the development and B1/F of the development shall be as shown on the Approved Master Layout Plan (as defined in Special Condition No. (64)(a) of the Land Grant) and the decision of the C for T as to what constitute "B2/F Portion" and "B1/F Portion" shall be final and binding on the Grantee.

(d) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Link 1 or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the C for T at the Grantee's own expense and to the satisfaction of the C for T, replace the same by the construction and completion of such new pedestrian link or any part or parts thereof with such widths, at such positions and to such levels and alignments as the C for T shall require or approve.

(ii) In the event that any new pedestrian link or any part or parts thereof are constructed under sub-clause (d)(i) of this Special Condition, all references to "the Pedestrian Link 1" in these Conditions shall be deemed to refer to the new pedestrian link or such part or parts thereof and such part or parts of the Pedestrian Link 1 not demolished.

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Link 1 to the public for the right of passage.

(h) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of

additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the avoidance of doubt, the whole of the area of the Pedestrian Link 1 shall be included in the calculation of the total gross floor area stipulated in Special Condition No. (21)(c) of the Land Grant.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) of the Land Grant) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several.

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

(a)(i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "Road Traffic Ordinance") according to a prescribed rate based on the respective size of the residential units on the lot ("the Residential Parking Spaces").

(a)(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance shall be provided within the lot to the satisfaction of the C for T according to a prescribed rate based on the number of residential units provided in any block of residential units on the lot ("the Visitors' Parking Spaces").

(b)(i)(I) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance according to a prescribed rate based on the gross floor area of the building(s) or part of building(s) on the lot for office purpose ("the Office Parking Spaces").

(b)(i)(II) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance according to a prescribed rate based on the gross floor area of the building(s) or part of building(s) on the lot for non-industrial (excluding residential, office, hotel, godown, petrol filling station and the Public LGV Carpark), purposes ("the Non-Industrial Parking Spaces").

(b)(i)(III) One Space shall be provided within the lot for the parking of light bus in connection with the said residential care home erected or to be erected on the lot. For the purpose of the Conditions of the Land Grant, "light bus" shall be as defined in the Road Traffic Ordinance.

(c)(i) Out of the Residential Parking Spaces and the Visitors' Parking Spaces, the Office Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (as defined in Road Traffic Ordinance) (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve.

(d)(i)(I) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance according to a prescribed rate based on the number of the Residential Parking Spaces and the Visitors' Parking Spaces ("the Residential Motor Cycle Parking Spaces").

(d)(i)(II) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance according to a prescribed rate based on the number of the Office Parking Spaces ("the Office Motor Cycle Parking Spaces").

(d)(i)(III) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance according to a prescribed rate based on the number of the Non-Industrial Parking Spaces ("the Non-Industrial Motor Cycle Parking Spaces").

DD. Special Condition No. (44) of the Land Grant provides that:

(a)(i) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles according to a prescribed rate ("the Loading and Unloading Spaces"):

(a)(ii) Spaces shall be provided within the lot to the satisfaction of the C for T as lay-bys for the picking up and setting down of passengers:

(I) 2 lay-bys for school private light buses for every 5 to 8 classrooms of any kindergarten erected or to be erected on the lot; and

(II) 1 lay-by for taxis and private cars for every 5 to 8 classrooms of any kindergarten erected or to be erected on the lot.

For the purpose of the Conditions of the Land Grant, "goods vehicle", "school private light bus", "taxi" and "private car" shall be as defined in the Road Traffic Ordinance.

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

(a) The Grantee shall at all times throughout the term of the Land Grant permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Condition Nos. (43), (44) and (45) hereof by

the Grantee.

(b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(c) The Grantee 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, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition.

FF. Special Condition No. (52) of the Land Grant provides that:

(a)&(b) The Grantee shall at his own expense deposit with the Director and submit to C for T plan(s) approved by the C for T and maintain the parking, loading and unloading spaces and lay-by and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas in accordance with the car park layout plan deposited with the Director and approved by the C for T.

(e) The Grantee hereby:

(i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

(ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

(f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying, modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(g) The Grantee hereby accepts and acknowledges that the consent given under sub-clauses (e) and (f) of this Special Condition shall survive and continue to be binding upon the Grantee after the expiry or sooner determination of the term of the Land Grant.

(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) The Grantee 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, in connection with or incidental to the fulfilment or non- fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; any omission or mistake in the Car Park Layout Plans.

GG. Special Condition No. (56) of the Land Grant provides that where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Grantee 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 Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

HH. Special Condition No. (57) of the Land Grant provides 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 Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee 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) The Director may (but is not obliged to), at the request of the Grantee, remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.

II. Special Condition No. (59) of the Land Grant provides that:

(a) The Grantee 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 Grantee shall be solely liable for and shall indemnify and keep indemnified the Government and its officers 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 Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee 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 Grantee 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 Grantee shall pay to the Government on demand the cost of such works.

JJ. Special Condition No. (68) of the Land Grant provides that:

(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director erect, construct and provide at the Grantee's own expense in such manner, to such levels and alignment and with such width and height as the D of Hy shall require or approve supports and connections within the lot and the building or buildings erected or to be erected thereon between the points A and C as shown and marked on the plan marked "PLAN A" annexed to the Land Grant or such other points as may be approved or required by the D of Hy, to receive, connect and support a future pedestrian subway (hereinafter referred to as "the Future Pedestrian Subway") from the proposed Choi Hung East Station (hereinafter referred to as "the Proposed Choi Hung East Station") of the SGMTS-EK (as defined in Special Condition No. (72)(a) of the Land Grant) and for this purpose, the Grantee shall reserve an opening with a minimum clear internal headroom of 3.0 metres and a minimum clear internal width of 5.5 metres between the points A and C as shown and marked on the plan marked "PLAN A" annexed to the Land Grant or such other points as may be approved or required by the D of Hy and with structural floor level at 8.0 metres above the Hong Kong Principal Datum or at such other level as may be approved by the D of Hy (the said opening and the said supports and connections are hereinafter collectively referred to as "the New Pedestrian Subway Opening and Connection").

(b) After the receiving of the Future Pedestrian Subway and throughout the period during which the Future Pedestrian Subway is in existence, the Grantee shall permit all members of the public 24 hours a day (or during such other hours as may be approved or required by the D of Hy) for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through and over the New Pedestrian Subway Opening and Connection for gaining access from the Proposed Choi Hung East Station to the Pedestrian Link 1 and vice versa. The New Pedestrian Subway Opening and Connection shall not be used for any other purposes except with the prior written consent of the D of Hy.

(c) There shall be excepted and reserved unto the Government, and such other persons as the Government may determine the right to connect the Future Pedestrian Subway to the New Pedestrian Subway Opening and Connection and the right of free and unrestricted access at all times for them and their officers, agents, contractors, workmen and any other persons authorized by any of them to, from and through the lot with or without tools, vehicles, machinery or equipment for the purposes of construction, connection, inspection, maintenance or improvement of the Future Pedestrian Subway.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition or the exercise or non-exercise by the Government, their officers, agents, contractors, workmen and any other persons authorized by any of them of the right conferred under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) For the avoidance of doubt, the Grantee acknowledges and agrees that the Government in no way warrants that the Future Pedestrian Subway will be constructed and the Government shall be under no liability whatsoever to the Grantee for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the Future Pedestrian Subway is not constructed in the future.

(f) The Grantee 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, in connection with or incidental to anything done or omitted to be done by the Grantee, his officers, agents, contractors and workmen in connection with the fulfilment or non-fulfilment of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the New Pedestrian Subway Opening and Connection to the public for right of passage.

(h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the avoidance of doubt, the whole of the New Pedestrian Subway Opening and Connection to be erected, constructed or provided in accordance with sub-clause (a) of this Special Condition shall be included in the calculation of the total gross floor area specified in Special Condition No. (21)(c) of the Land Grant and shall be or be deemed to be part of the building or buildings erected or to be erected on the lot.

(j) (i) In the event of any redevelopment of the lot or any part thereof whereby the New Pedestrian Subway Opening and Connection or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the D of Hy at the Grantee's own expense and to the satisfaction of the D of Hy, replace the same by the construction and completion of such new supports, connections and openings or any part or parts thereof in such manner, to such levels and alignment and with such width and height as the D of Hy shall require or approve for receiving, connecting and supporting the Future Pedestrian Subway.

(ii) In the event that any new supports, connections and openings or any part or parts thereof are constructed under sub-clause (j)(i) of this Special Condition, all references to "New Pedestrian Subway Opening and Connection" in these Conditions shall be deemed to refer to the new supports, connections and openings or such part or parts thereof and such part or parts of the New Pedestrian Subway Opening and Connection not demolished.

(l) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) of the Land Grant) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several.

KK. Special Condition No. (69) of the Land Grant provides that:

(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense and to the satisfaction of the C for T construct and provide such barrier-free segregated pedestrian ways or paths for the purposes of linking up together the Brown Area and the Pedestrian Link 1 with such widths, at such positions and to such levels and alignments as the C for T shall require or approve (hereinafter referred to as "the Pedestrian Link 2").

(b) After compliance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant at his own expense manage and maintain the Pedestrian Link 2 in good and substantial repair and condition to the satisfaction of the C for T.

(c) Subject to sub-clause (d) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) of the Land Grant) and thereafter throughout the term of the Land Grant keep the Pedestrian Link 2 open for the use by all members of the public 24 hours a day (except under emergency situation) on foot or by wheelchair for all lawful purposes freely and without payment of any nature whatsoever.

(d) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Link 2 or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the C for T at the Grantee's own expense and to the satisfaction of the C for T, replace the same by the construction and completion of such new pedestrian link or any part or parts thereof with such widths, at such positions and to such levels and alignments as the C for T shall require or approve.

(ii) In the event that any new pedestrian link or any part or parts thereof are constructed under sub-clause (d)(i) of this Special Condition, all references to "the Pedestrian Link 2" in these Conditions shall be deemed to refer to the new pedestrian link or such part or parts thereof and such part or parts of the Pedestrian Link 2 not demolished.

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made

against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consent to any dedication of the Pedestrian Link 2 to the public for the right of passage.

(h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (21)(c) of the Land Grant,

(i) if the total gross floor area of the Pedestrian Link 2 is equal to or exceeds 334 square metres, there shall not be taken into account a total gross floor area of 334 square metres for the Pedestrian Link 2; and

(ii) if the total gross floor area of the Pedestrian Link 2 is less than 334 square metres, the total gross floor area of the Pedestrian Link 2 shall not be taken into account.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) of the Land Grant) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several.

LL. Special Condition No. (71) of the Land Grant provides that:

(a) The Grantee shall on or before the 31st day of March 2029 or such other date (hereinafter referred to as "the Opening Date") as may be approved by the Permanent Secretary for Development (Planning & Lands) (hereinafter referred to as "the Permanent Secretary") complete, make fit and open for the use by the public the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(b) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, in case of non-fulfilment by the Grantee of the obligation under sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand as hereby agreed by way of pre-determined sum and not as a penalty, a sum calculated at the rate of HK$17,480.00 per day from the date immediately following the Opening Date up to and including the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(c) For the purpose of this Special Condition, the decision of the Permanent Secretary as to the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection shall be final and binding on the Grantee.

(d) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said pre-determined sum shall not discharge the Grantee from any of his obligations remaining to be observed and performed by him under the Conditions of the Land Grant.

6. Lease conditions that are onerous to a purchaser:

A. General Condition No. 4 of the Land Grant provides that the Grantee 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 breach of the Conditions of the Land Grant or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with the Conditions of the Land Grant or in breach thereof.

B. General Condition No. 10 of the Land Grant provides that:

(a) Upon any failure or neglect by the Grantee to perform, observe or comply with the Conditions of the Land Grant the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works on the lot or any part thereof and the rights of the Grantee under the Land Grant shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions of the Land Grant.

(b) Upon re-entry, the Grantee shall not be entitled to any refund of premium, payment or compensation in respect of the value of the lot or the buildings thereon

or any amount expended by the Grantee in the preparation, formation or development of the lot or any part thereof or otherwise.

C. Special Condition No. (2) of the Land Grant provides that:

(a) The Grantee acknowledges that there are some buildings and structures existing on the lot and undertakes to remove from the lot at his own expense the said buildings and structures except the Historic Buildings referred to in Special Condition No. (5) of the Land Grant. The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the said buildings and structures and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence of or subsequent demolition or removal of the said buildings and structures.

(b) The Grantee further acknowledges that there may be graves and urns existing in the lot and undertakes to remove at his own expense such graves and urns (if any). The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of such graves and urns (if any) and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the presence of or subsequent demolition or removal of such graves and urns (if any).

D. Special Condition No. (19) of the Land Grant provides 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.

E. Special Condition No. (54) of the Land Grant provides 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 Grantee under the Conditions of the Land Grant, or for any other purpose, the Grantee 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 Grantee shall at all times during the term of 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 the Conditions of the Land Grant, in particular Special Condition No. (53).

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee 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 Grantee 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, in connection with or incidental to such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of the Conditions of the Land Grant, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee 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 Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

F. Special Condition No. (58) of the Land Grant provides that the Grantee 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, demolition, renewal or repair work (hereinafter referred to as "the said Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drain, waterway or watercourse, water main (including but not limited to the two water mains each with a diameter of 900 millimetres and one water main with a diameter of 600 millimetres as shown and marked by a blue line on PLAN A1 annexed to the Land Grant (hereinafter collectively referred to as "the said Existing Water Mains")), road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the said 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 said 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 said Works and to such aforesaid proposals. The Grantee 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 Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot

or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas or any of the Services in any manner arising out of the said 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 Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas 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 Grantee shall pay to the Government on demand the cost of such works.

G. Special Condition No. (60) of the Land Grant provides that:

(a) The Grantee acknowledges that parts of the existing horizontal soil drains serving Section A and The Remaining Portion of New Kowloon Inland Lot No. 6461 protrudes underneath the areas shown coloured green circled-black edged purple, brown edged purple and yellow edged purple on PLAN A1 annexed to the Land Grant (hereinafter referred to as "the Edged Purple Area" and the parts of the said horizontal soil drains within the Edged Purple Area are hereinafter referred to as "the Encroaching Drains").

(b) The Grantee shall at all reasonable times while he is in possession of the Edged Purple Area or any part thereof permit the Government lessees or grantees for the time being of Section A and The Remaining Portion of New Kowloon Inland Lot No. 6461, their contractors, workmen and any other persons authorized by them to go pass and repass or enter into, upon, to, from and through the Edged Purple Area or any part thereof for the purpose of carrying out inspection, repair, maintenance, cleaning and renewal of the Encroaching Drains or any part thereof.

(c) The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons in respect of the presence, repair, maintenance, cleaning and renewal of the Encroaching Drains or any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to the presence, repair, maintenance, cleaning and renewal of the Encroaching Drains or the carrying out of any works by the said Government lessees or grantees of Section A and The Remaining Portion of New Kowloon Inland Lot No. 6461, their contractors, workmen and any other persons authorized by them in respect of the Encroaching Drains. No claim for compensation shall be made against the Government or its officers by the Grantee in respect of any such damage, nuisance, disturbance or loss.

H. Special Condition No. (62) of the Land Grant provides that:

(a) Prior to the commencement of any building works whatsoever on the lot or on those parts of the Green Areas adjoining the Pink Hatched Blue Area, the Grantee shall consult the MTR Corporation Limited so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Mass Transit Railway as defined under Section 2 of the Mass Transit Railway Ordinance, Cap. 556 (as amended by the Rail Merger Ordinance) (hereinafter referred to as "the Mass Transit Railway") (as to which the decision of the Director shall be conclusive) and if required by the Director, the Grantee shall, at his own expense, take such precautions as may be required by the MTR Corporation Limited to ensure the safety of any railway works, structures, facilities or installations and the operation of the Mass Transit Railway.

(b) The Grantee shall observe and comply with all Ordinances, by-laws and regulations for the time being in force and relating to the Mass Transit Railway and any amendments thereto.

(c) The Grantee shall at his own expense comply with all special requirements of the Building Authority (and the Director of Fire Services) in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Mass Transit Railway.

(d) The Grantee shall, at all times, permit the Director, the MTR Corporation Limited and their duly authorized officers, servants and contractors the right of free and unrestricted ingress, egress and regress to, from and through the lot and any building or buildings erected thereon and those parts of the Green Areas adjoining the Pink Hatched Blue Area which have not been re-delivered to the Government in accordance with Special Condition No. (9)(b)(i) of the Land Grant at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Mass Transit Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause (d) and no claim or objection shall be made against him or them by the Grantee.

I. Special Condition No. (63) of the Land Grant provides that:

(a) For the purposes of this Special Condition:

(i) the expression "the said Areas" means the Brown Area, the Green Areas, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Green Circled Black Area and the Yellow Area;

(ii) the expression "the Waterworks Reserve" means

(I) those parts of the lot and the said Areas which are inside the area marked by broken dotted line and "10m W.W.R." on PLAN A1 annexed to the Land Grant;

(II) those parts of the said Areas which are inside the area marked by broken dotted line and "3m W.W.R." on PLAN A1 annexed to the Land Grant;

(III) those parts of the said Areas which are inside the area marked by broken dotted line and "5m W.W.R." on PLAN A1 annexed to the Land Grant; and

(IV) other areas included by the Water Authority under the proviso hereinafter appearing provided that the Water Authority may at any time or times by notice in writing to the Grantee vary or add to the areas to be included in the Waterworks Reserve or exclude any areas from the Waterworks Reserve.

(b) Except with the prior written consent of the Water Authority, no building or structure or support for any building or structure (other than the relevant portion of the Covered Footbridge 1, and building or structures required to be erected, constructed or provided within the said Areas or any part thereof by the Grantee under the Conditions of the Land Grant, subject to Special Condition No. (58) of the Land Grant and sub-clause (e) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within the areas of the Waterworks Reserve and no object or material shall be placed, stacked or stored and no vehicles shall be parked within the Waterworks Reserve.

(c) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot and the said Areas or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the said Existing Water Mains or any part thereof or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve.

(d) Neither the Water Authority nor any of the classes of persons referred to in sub-clause (c) of this Special Condition shall incur or be under any liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the said rights of ingress, egress and regress conferred under sub-clause (c) of this Special Condition and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall submit to the Water Authority for its written approval details of the site formation works and building works to be carried out on the lot and the said Areas or any part thereof. No site formation works or building works shall be commenced on the lot or any part of the said Areas before the Grantee shall have obtained the approval of the Water Authority to such site formation works and building works.

(f) The Water Authority shall also be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove any objects or material placed, stored or stacked or to remove any vehicles parked on or within the Waterworks Reserve (except those parts of the Green Areas, the Green Circled Black Area and the Yellow Area possession of which have been redelivered to the Government pursuant to Special Condition Nos. (9)(b)(i), (9)(b)(ii) and (14) of the Land Grant respectively and those parts of the Green Hatched Black Area in respect of which the Grantee's obligation to maintain has ceased pursuant to Special Condition No. (26)(b) of the Land Grant) and to make good any damage done to the Waterworks Reserve and to reinstate the Waterworks Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Water Authority may carry out such removal, demolition, making good and reinstatement works as it may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(g) The Grantee shall on demand pay to the Government the costs of repairing and reinstating any government water mains, valves, valve pits or chambers and the like relating to the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve which are damaged by the Grantee or by any activities carried out on, over, under, above, below or within the lot or the said Areas by the Grantee, his servants, workmen and contractors and shall indemnify and keep indemnified the Government against any claim, action or demand arising therefrom.

(h) No trees or shrubs with penetrating roots shall be planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve. No change of existing site condition may be undertaken within the Waterworks Reserve without the prior written consent of the Water Authority. Rigid root barriers shall be required if the clear distance between any proposed tree and the water mains within the Waterworks Reserve is 2.5 metres or less, and the barrier must extend below the invert level of the pipe.

(i) No planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet.

(j) No tree may be planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains if in the opinion of the Water Authority the planting of tree at the location may result in damage being caused to the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve (as to which the opinion of the Water Authority shall be final and binding on the Grantee). The Grantee shall at his own expense immediately remove such trees as planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains and identified by the Water Authority, if so required by the Water Authority.

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

(a)(iv) The Residential Parking Spaces and Visitors' Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(b)(iii) The Office Parking Spaces and the Non-Industrial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(c)(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(d)(ii) The Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

K. Special Condition No. (44) of the Land Grant provides that:

(b)(i) The Loading and Unloading Spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the residential units in the building(s) erected or to be erected on the lot. Each of the said spaces provided shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres.

(b)(iii) The lay-bys for school private light bus shall not be used for any purpose other than for the picking up and setting down of passengers from school private light bus in connection with the building(s) erected or to be erected on the lot for kindergarten purposes. Each of the said spaces provided shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres.

(b)(iv) The lay-bys for taxis and private cars shall not be used for any purpose other than for the picking up and setting down of passengers from taxis and private cars in connection with the building(s) erected or to be erected on the lot for kindergarten purposes. Each of the said spaces provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

L. Special Condition No. (48)(a) of the Land Grant provides that the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except:

(a) (i) together with a residential unit in the Development; or

(ii) to a person who is already the owner of a residential unit in the Development,

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 of any one residential unit in the Development.

M. Special Condition No. (72) of the Land Grant provides that:

(a) The Grantee shall consult the D of Hy so as to ensure that any works whatsoever to be carried out on the lot do not damage, interfere with or endanger any works, structures, facilities or installations or the safe operation of the SGMTS-EK and if required by the D of Hy, the Grantee shall, at his own expense, take such precautions as may be required by the D of Hy to ensure the safety of any works, structures, facilities or installations and the operation of the SGMTS-EK. For the purpose of this sub-clause (a), "works" shall include but not be limited to site investigation works, piling or other foundation works and other civil engineering and building works. For the purpose of the Conditions of the Land Grant —

(i) "SGMTS-EK" means the Smart and Green Mass Transit System in East Kowloon;

(ii) the decisions of the D of Hy as to what constitutes the SGMTS-EK shall be final and binding on the Grantee.

(b) The Grantee shall at his own expense comply with all requirements of the Building Authority, the Director of Fire Services and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings or structure or structures connected or in close proximity to the SGMTS-EK.

(c) The Grantee shall permit the D of Hy and their duly authorized officers, servants and contractors the right of ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings or structure or structures erected or to be erected thereon at all times with or without tools, vehicles, machinery or equipment to carry out works and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the SGMTS-EK. The Government shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise or non-exercise of the right conferred under sub-clause (c) of this Special Condition, and no claim or objection whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

N. See paragraph 5 above.

Note:

1. The expression "Grantee" as mentioned in this section means the Grantee under the Land Grant and where the context so admits or requires includes his executors, administrators and assigns and in case of a corporation its successors and assigns.
2. The expression "lot" as mentioned in this section means the lot granted in the Land Grant (i.e, New Kowloon Inland Lot No. 6458).

SUMMARY OF LAND GRANT
批地文件的摘要

1. 期數所位於的土地的地段編號：

新九龍內地段第6458號餘段

2. 有關租契規定的年期：

由2022年1月18日起計50年

3. 適用於該土地的用途限制：

A. 批地文件特別條款第(18)條規定，該地段或其任何部分或在其上已建或擬建的任何建築物或其任何部分，不得用於非工業(不包括倉庫、酒店和加油站)以外的任何其他用途。

B. 批地文件特別條款第(21)(c)(iv)條規定，若干 總樓面面積將用作幼兒園、若干 總樓面面積將用作安老院(定義見《安老院條例》(第459章))和若干 總樓面面積將用作公共輕型貨車停車場(定義見下文)。

C. 批地文件特別條款第(66)條規定，不得於該地段豎立或建造墳墓或骨灰龕，亦不得於該地段安葬或存放任何人類骸骨或動物骸骨，不論該骸骨是否存放在陶罐或骨灰甕內。

4. 按規定須興建並提供予政府或供公眾使用的設施：

A. 承授人須鋪設、構建、鋪砌和鋪面處理批地文件夾附圖則A1上以粉紅色間黑斜線顯示的範圍(「粉紅色間黑斜線範圍」)，並且應在粉紅色間黑斜線範圍內，在建成街道水平面上，以及從建成街道水平面向上延伸至5.1米高度的上方空間(「通道範圍」)內，提供並安裝地政總署署長(「署長」)可能要求的街道照明、交通輔助設施、行人道和其他構築物。

B. 承授人須鋪設和構建該地段中於批地文件夾附圖則A1上以粉紅色間藍斜線顯示的該地段的所有部分(「粉紅色間藍斜線範圍」)及 PSCHB 範圍(定義見下文)，並且在該等範圍內提供署長可能要求的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記。

C. (i) 承授人須在批地文件夾附圖則A1、圖則A2和圖則A3上以綠色顯示的範圍和批地文件夾附圖則A1上以綠色加黑點顯示的範圍內(「綠色範圍」)鋪設和構建未來公共道路，以及提供和建造署長全權酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(統稱「綠色範圍構築物」)。

(ii) 在綠色範圍內提供溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記。

(iii) 承授人須在批地文件夾附圖則A1以綠色加黑點顯示的範圍內鋪設和構建8個停車處。

(iv) 進行署長可能要求的清水灣道／龍翔道及豐盛街／平定道的道路交叉口改善工程。

(v) 承授人須在批地文件夾附圖則A1上以綠色加圓圈顯示的範圍內(「綠色加黑圓圈範圍」)鋪設和構建未來公共區域，以及提供和建造署長全權酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(統稱「綠色加黑圓圈範圍構築物」)。

(vi) 在綠色加黑圓圈範圍內提供溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記。

D. 承授人須在該地段內搭建和建造一個公眾休憩用地。

E. 承授人須美化在批地文件夾附圖則A1上以黃色顯示的範圍(「黃色範圍」)鋪設、修整並進行景觀。

F. 承授人須在該地段內提供並維護公共輕型貨車停車場(定義見下文)。

G. 承授人須維護、管理、保養和修繕在批地文件夾附圖則A1上以棕色顯示的範圍(「棕色範圍」)，並在棕色範圍內建造、鋪設和構建一條鋪砌道路，該通道上將被授予通行權。

H. 承授人須在地段內提供及維修保養行人隧道(包括路政署署長及運輸署署長全權酌情認為日後擴建該行人隧道所需的任何支撐結構及接駁設施)，以將已在或將在該地段上興建的發展項目與港鐵彩虹站連接起來。

I. 承授人須建造並提供新行人隧道開口及連接(定義見下文)。

J. 承授人須在批地文件夾附圖則A1上以綠色間黑斜線加黑點顯示的範圍內，以及在批地文件夾附圖則A1上以黑色虛線顯示和「擬建有蓋行人天橋1」標記的位置上，豎立、建造並提供一座有蓋行人天橋。

K. 承授人須在批地文件夾附圖則A2上以綠色和紫色顯示的範圍內，以及在以黑色虛線顯示和「擬建有蓋行人天橋2」標記的位置上，豎立、建造並提供一座有蓋行人天橋。

L. 承授人須在地段內興建及提供分隔式行人通道或路徑(下稱「行人連接通道1」)，用以將行人隧道、有蓋行人天橋1、公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接，以及行人連接通道2連接起來。

M. 承授人須在地段內興建及提供分隔式行人通道或路徑(下稱「行人連接通道2」)，用以將棕色範圍與行人連接通道1連接起來。

5. 有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任：

A. 批地文件特別條款第(17)條規定，發展項目須於2028年9月30日(註：政府已批准將該日期延至2029年3月31日)或之前竣工並適於佔用。

B. 批地文件一般條款第6(a)條規定，承授人須在整個租賃期內：(i) 按照已批准的設計、佈局或高度以及任何已批准的建築圖則維護所有建築物，不得更改或修改；及 (ii) 維護所有已建成的建築物，使其處於良好且修繕妥當的狀態。

C. 批地文件一般條款第8條規定，如果根據批地文件需要修建的任何私人街道、道路和巷道仍屬於租賃區域的一部分，則承授人應負責安裝照明設施、鋪設路面、設置路緣石、排水溝並進行維護，所有費用均由承授人承擔，在各方面均須令署長滿意，而署長可根據需要，出於公共利益的考慮，自行或安排他人進行道路照明設施的安裝和維護。承授人應承擔道路照明設施安裝的資本開支，並允許工人及車輛自由進出租賃區域，以便進行道路照明設施的安裝和維護。

D. 批地文件特別條款第(5)條規定：

(a) 承授人承認，在批地文件夾附圖則A1上以粉紅色加黑圓圈顯示的範圍(以下統稱為「粉紅色加黑圓圈範圍」)內的現有建築物和構築物均為具有歷史價值的建築物和構築物。所有上述建築物和構築物，包括地基及其所有組成部分或附屬物，以下統稱為「歷史建築」。

(b) 承授人應自費在批地文件之日起十二個日曆月內，或在古物古蹟辦事處(以下簡稱「古物古蹟辦事處」)批准的其他延長期限內，向古物古蹟辦事處提交一份保育計劃，供其書面批准。該計劃應包含歷史建築的保育工程、改建工程、維護、修繕、改造、裝飾、翻新、整改和修復工程的計劃、建議、標準和要求，以及其他令古物古蹟辦事處滿意的資料、詳情和細節。未經古物古蹟辦事處事先書面批准，承授人不得修改或變更已獲批准的保育計劃。已獲批准的保育計劃(包括上述任何已批准的修訂)以下簡稱「保育計劃」，應提交古物古蹟辦事處存檔。承授

人應按照保育計劃中規定的標準和要求自費進行任何工程。

(c) 在不影響本特別條款第(b)款規定的前提下，承授人應自費於2028年9月30日(註：政府已批准將該日期延至2029年3月31日)或之前，或在古物古蹟辦事處批准的其他延長期限內，按照保育計劃完成歷史建築的改建工程。

(d) 對歷史建築進行的任何保育工程、改建工程、維護、修繕、改建、裝飾、翻新、整改和修復工程均應符合保育計劃中規定的標準和要求，且任何此類工程均不得在保育計劃獲得古物古蹟辦事處根據本特別條款第(b)款批准之前開始或進行。

(e) 承授人應在整個批地文件年期內自費始終按照保育計劃對歷史建築進行維護、保養、保護、修復和翻新，使其保持良好狀態。

(f) 承授人在地盤準備和施工時應自費採取一切適當且充分的措施，避免對歷史建築造成任何損害，並應自費遵守保育計劃中規定的所有要求。

(g) 承授人應自費修復歷史建築的任何損壞，此類修復工程應符合保育計劃中規定的標準和要求。

(h) 未經建築事務監督和古物古蹟辦事處事先書面批准，不得對歷史建築進行任何拆除、結構改建或擴建工程。

(i) 在不影響政府享有批地文件的任何其他權利的前提下，承授人應允許政府、其官員、承包商、顧問及其他經其授權的人員自由且不受限制地進入歷史建築及該地段的任何其他部分和建築物，以便檢查和核實歷史建築的狀況或承授人擬對歷史建築進行的任何工程。政府、其官員、承包商、顧問及其他經其授權的人員對政府、其官員、承包商、顧問及其他經其授權的人員行使本第(i)款所賦予的權利而導致承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。承授人應就歷史建築的狀況或承授人對歷史建築進行的任何工程而直接或間接引起的任何責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府、其官員、承包商、顧問以及其授權的任何其他人員並確保其獲得彌償。

(j) 為避免疑義，歷史建築的總樓面面積應計入批地文件特別條款第(21)(c)條規定的總樓面面積。

E. 批地文件特別條款第(6)條規定：

(a) 除事先獲得署長書面同意外，不得在批地文件夾附圖則A1上以粉紅色間黑斜線顯示的範圍(以下簡稱「粉紅色間黑斜線範圍」)之上、上方、以上或之內建造任何建築物、構築物或建築物或構築物的支撐結構(本特別條款第(b)款及第(h)款所述構築物除外)，除非提供一個從根據本特別條款第(b)款形成的粉紅色間黑斜線範圍建成街道水平面向上延伸至不少於5.1米高度的淨空間。

(b) 承授人須於2028年9月30日(註：政府已批准將該日期延至2029年3月31日)或之前，或在署長核准的其他延長期間內，自費完成下列事項，在所有方面使署長滿意：

(i) 依照署長批准的方式、材料、標準、標高、定線和設計，鋪設、構建、鋪砌和鋪面處理粉紅色間黑斜線範圍；粉紅色間黑斜線範圍在建成街道水平面的面積，及該通道範圍；及

(ii) 在該通道範圍內提供和安裝署長可要求的路燈、交通輔助設施、行人道和其他構築物，以便車輛和行人能夠在該通道範圍內通行。

(c) 在整個批地文件年期內，承授人須自費管理和維護該通道範圍及其上的路燈、交通設施、行人道和其他構築物，使其處於良好且修繕妥當的狀態，並保持清潔整齊，在所有方面使署長滿意。

(d) 如承授人未能履行本特別條款第(b)款和(c)款規定的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人須依照政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(e) 政府、署長、其官員、承包商以及經其正式授權的任何其他人員，對於承授人或任何其他人因承授人履行本特別條款第(b)、(c)和(f)款規定的義務，或因政府、署長、其官員、承包商以及經其正式授權的任何其他人員行使本特別條款第(d)和(f)款賦予的權利而引起或與之相關，或以其他方式引起的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向上述任何一方提出賠償要求。

(f) 自署長可隨時以書面通知承授人他全權酌情指定的日期(以下簡稱「該通道範圍運作日期」)起，並在整個批地文件年期內，承授人須允許政府(包括政府授權的任何人員)及所有公眾人士在任何時間為所有合法目的，自由且無須支付任何費用，以車輛、步行或輪椅方式通過、出入、穿過該通道範圍。

(g) 除本特別條款第(b)款和第(c)款所述工程外，未經署長事先書面同意，承授人不得進行任何工程，或從事或允許從事任何在署長看來(署長的意見為最終決定，對承授人具有約束力)可能妨礙或干擾車輛通行和行人步行或輪椅通過、出入、穿過該通道範圍的行為。

(h) 承授人須允許，在任何合理時間：

(i) 署長、其官員、承包商及其授權的任何其他人員有權自由且不受限制地進出、通過、再通過該地段或其任何部分，以便檢查、核查和監督根據本特別條款第(b)款和第(c)款進行的任何工程，和進行、檢查、核查和監督本特別條款第(d)款規定的工程，以及署長認為在粉紅色間黑斜線範圍內必要的任何其他工程。

(ii) 水務監督的官員及其授權的其他人員有權自由、不受限制地進出、通過、再通過該地段或水務監督的官員及其授權的其他人員要求其任何部分，以便在粉紅色間黑斜線範圍內開展鋪設、運行、維護、修理、更換和更改水務設施相關的任何工程。

(i) 政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員，對於因政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員行使本特別條款第(h)款所賦予的權利而導致承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任；承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。

(j) 除批地文件特別條款第(42)條規定外，該通道範圍不得用於車輛通行、行人步行或輪椅通行或署長要求或批准的用途以外的任何其他用途。該通道範圍及其任何部分不得放置或存放任何貨物，亦不得停放任何車輛。

(k) 就本特別條款而言，署長對何為建成街道水平面的決定為最終決定，對承授人具有約束力。

(l) 該通道範圍應被指定為本特別條款第(40)(a)(v)條所述的公用地方，並構成其一部分。

(m) 特此明確同意、聲明及規定，本特別條款第(f)款所規定的承授人義務，並不代表承授人有意將該通道範圍撥供給公眾通行或政府同意將該通道範圍撥供給公眾通行。

(n) 特此明確同意並聲明，本特別條款第(f)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索求。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索求。

F. 批地文件特別條款第(7)條規定：

(a) (i) 就批地文件的條件而言，下列表述具有以下含義：

(I) 「粉紅色間藍斜線範圍」指在批地文件夾附圖則A1上以粉紅色間藍斜線顯示的該地段的所有部分；

(II) 「該地層」指在批地文件夾附圖則A1上以粉紅色間藍交叉線顯示位於香港主水平基準以上-0.6米至香港主水平基準以上6.2米之間的地層所有部分；及

(III) 「PSCHB範圍」指在批地文件夾附圖則A1上以粉紅色加藍點和粉紅色間藍交叉線顯示的該地段的所有部分，但不包括該地層。

(ii) 除事先獲得署長的書面同意外，不得在粉紅色間藍斜線範圍之上、上方、下方、之下或之內搭建、建造或放置任何建築物、構築物或任何建築物或構築物的支撐物(本特別條款第(b)和(j)款所述的構築物以及本特別條款第(a)(iv)款所述的該籌篷(如有)除外)。

(iii) 除批地文件特別條款第(33)條另有規定外，未經署長事先書面同意，不得在PSCHB範圍之上、上方、下方、之下或之內搭建或建造任何建築物、構築物或任何建築物或構築物的支撐物(本特別條款第(b)和(j)款所述的構築物除外)。

(iv) 經署長事先書面同意，並符合其規定的任何條件，承授人可以在署長批准的高度和範圍內，建造和維護超出粉紅色間藍斜線範圍的部分之上的該籌篷(以下統稱為「該籌篷」)。

(b) 承授人須：

(i) 在2028年9月30日(註：政府已批准將該日期延至2029年3月31日)或之前(或在署長批准的其他延長期限內)，自費按照署長批准的方式、材料、標準、水平、定線和設計完成以下工程，在所有方面使署長滿意：

(I) 鋪設和構建粉紅色間藍斜線範圍和PSCHB範圍；及

(II) 在粉紅色間藍斜線範圍和PSCHB範圍內提供和興建署長全權酌情決定的下水道、道路、路面或其他構築物，

以便行人可以在粉紅色間藍斜線範圍內通行，車輛和行人可以在PSCHB範圍內通行；及

(ii) 於2028年9月30日(註：政府已批准將該日期延至2029年3月31日)或之前(或在署長批准的其他延長期限內)，自費在粉紅色間藍斜線範圍和PSCHB範圍鋪設路面、路緣石和排水渠，並且在該等範圍內提供署長可能要求的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記，使署長滿意：

(c) (i) 除本特別條款第(c)(iii)款另有規定外，承授人須自費管理和維護粉紅色間藍斜線範圍或其中尚未根據本特別條款第(g)(i)款移交給政府的部分連同在其上或其內所有已建造、安裝和提供的建築物、服務、街道設施和設備，並保持其良好狀態，使署長滿意，直至根據本特別條款第(g)(i)款將整個粉紅色間藍斜線範圍移交給政府為止。

(ii) 承授人須自費管理和維護PSCHB範圍或其中尚未根據本特別條款第(g)(i)款移交給政府的部分連同在其上或其內所有已建造、安裝和提供的建築物、服務、街道設施和設備，並保持其良好狀態，使署長滿意，直至根據本特別條款第(g)(i)款將整個PSCHB範圍移交給政府為止。

(iii) 無論是在本特別條款第(g)(i)款規定將粉紅色間藍斜線範圍移交給政府之前還是之後，承授人須在任何時候自費維護該籌篷(如有)，使其保持良好狀態，在所有方面使署長滿意。承授人應對該籌篷的存在、該籌篷的狀態和狀況、該籌篷缺乏維修或維護，或與該籌篷相關的任何其他事項而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得賠償。承授人須應署長隨時要求，自費在署長規定的時間內拆除並移除該籌篷或其任何部分。

(d) 如承授人未能履行本特別條款第(b)及(c)款下的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人須應署長要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(e) (i) 在按本特別條款第(g)(i)款將整個粉紅色間藍斜線範圍移交給政府之前的所有合理時間內，承授人應允許署長、其官員、承包商以及其授權的任何其他人員(無論是否攜帶工具、設備、機械或機動車輛)自由且不受限制地進出、通過、再通過該地段或其任何部分，以便檢查、核查和監督根據本特別條款第(b)款和第(c)款進行的任何工程和進行、檢查、核查和監督本特別條款第(d)款規定的工程，以及署長認為在粉紅色間藍斜線範圍或其任何部分進行的任何其他必要工程。

(ii) 在按本特別條款第(g)(i)款將整個PSCHB範圍移交給政府之前的所有合理時間內，承授人應允許署長、其官員、承包商以及其授權的任何其他人員(無論是否攜帶工具、設備、機械或機動車輛)自由且不受限制地進出、通過、再通過該地段或其任何部分，以便檢查、核查和監督根據本特別條款第(b)款和第(c)款進行的任何工程和進行、檢查、核查和監督本特別條款第(d)款規定的工程，以及署長認為在PSCHB範圍或其任何部分進行的任何其他必要工程。

(f) 政府、署長、其官員、承包商及其授權的任何其他人員，對於承授人或任何其他人因承授人履行本特別條款第(b)、(c)和(h)款規定的義務，或因政府、署長、其官員、承包商及其授權的任何其他人員行使本特別條款第(d)、(e)和(h)款規定的權利，或其他原因而引起或與之相關的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向上述任何一方提出賠償要求。

(g) (i) (I) 承授人應在署長不時要求時，自費將粉紅色間藍斜線範圍(為避免疑義，不包括該籌篷所佔用的空域或區域，視情況而定)或署長指定其任何部分的空置管有權不帶任何產權負擔交還給政府，政府無須向承授人支付任何款項或補償。為此，承授人應自費按署長批准或要求的格式和內容簽署一份或多份交還契據及其他必要文件。政府並無義務接受承授人提出交還粉紅色間藍斜線範圍或其任何部分的要求，但可酌情決定何時接受。為避免疑義，即使交

還了粉紅色間藍斜線範圍，承授人仍應依照本特別條款第(c)(iii)款的規定，在整個批地文件年期繼續維護該簷篷。

(II) 承授人應在署長不時要求時，自費將PSCHB範圍或署長指定其任何部分的空置管有權不帶任何產權負擔交還給政府，政府無須向承授人支付任何款項或補償。為此，承授人應自費按署長批准或要求的格式和內容簽署一份或多份交還契據及其他必要文件。政府並無義務接受承授人提出交還PSCHB範圍或其任何部分的要求，但可酌情決定何時接受。為避免疑義，該地層不屬於 PSCHB範圍的一部分，也不會根據本第(g)(i)(II)款交還。

(ii) 在根據本特別條件第(g)(i)款交還整個粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)和整個PSCHB範圍之前，承授人不得轉讓、按揭、抵押、出租、分租、放棄佔有權或以其他方式處置或質押該地段或其任何部分或其任何權益，或該地段上的任何建築物或其任何部分，或訂立任何此類協議，除非且直至承授人已從該地段中分割出粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)和PSCHB範圍，使署長滿意。惟本第 (g)(ii)款不適用於按批地文件特別條款第(38)條規定對整個該地段的轉讓，或符合批地文件特別條款第(37)(c)條規定的租賃協議或租賃合同，或根據批地文件特別條款第(37)(d)條規定進行的建築按揭。在進行上述分割之前，承授人應將分割文件提交給署長書面批准。為避免疑義，不得按本第(g)(ii)款從該地段分割出該地層。

(iii) 除本特別條款第(g)(i)款另有規定外，未經署長事先書面同意，承授人不得轉讓、按揭、抵押、出租、分租、放棄佔有權或以其他方式處置或質押粉紅色間藍斜線範圍和PSCHB範圍或其任何部分或其中任何權益，亦不得訂立任何此類協議。惟本第(g)(iii)款不適用於根據批地文件特別條款第(38)條規定對整個該地段的轉讓，或根據批地文件特別條款第(37)(d)條規定進行的建築按揭。

(h) (i) 在按照本特別條款第 (b)款的要求完成粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)的工程，使署長滿意後，且在按照本特別條款第(g)(i)款將整個粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)移交給政府之前，承授人應允許政府(包括政府授權的任何人士)及所有公眾人士出於一切合法目的，在白天和夜間隨時自由無需支付任何費用，即可步行或乘坐輪椅往返、通行、穿過粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)。

(ii) 自署長可絕對酌情決定隨時以書面通知承授人的日期起，直至根據本特別條款第 (g)(i) 款的規定移交整個 PSCHB範圍給政府為止，承授人應始終允許政府(包括政府授權的任何人員)和所有公眾人士出於所有合法目的，自由且無需支付任何費用，即可駕車、步行或乘坐輪椅往返、通行、穿過 PSCHB範圍。

(i) (i) 承授人不得將粉紅色間藍斜線範圍或其任何部分用於行人步行或輪椅通行或署長自行酌情批准的用途以外的任何用途。任何物品不得放置在粉紅色間藍斜線範圍或其任何部分內，任何車輛不得停放在粉紅色間藍斜線範圍或其任何部分內。

(ii) 承授人不得將PSCHB範圍或其任何部分用於車輛通行或行人通行(步行或乘坐輪椅)或署長自行酌情批准的用途以外的任何用途。任何物品不得放置在PSCHB範圍或其任何部分內，任何車輛不得停放在PSCHB範圍或其任何部分內。

(j) 承授人應允許水務監督的官員及其授權的其他人員在任何合理時間內自由、不受限制地進出該地段或其任何部分，以便進行水務監督的官員及其授權的其他人員可能要求在粉紅色間藍斜線範圍或其任何部分或 PSCHB範圍或其任何部分內進行鋪設、運行、維護、修理、更換和改造任何水務設施有關的工程。

(k) 政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員，對於政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員行使本特別條款第(j)款所賦予的權利而導致或伴隨發生使承授人或任何其他人所遭受的損失、損害、妨害干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。

(l) 特此明確同意、聲明及規定，本特別條款第(h)款所規定的承授人義務，並不代表承授人有意將粉紅色間藍斜線範圍和 PSCHB範圍或其任何部分劃撥供公眾通行或政府同意將粉紅色間藍斜線範圍和 PSCHB範圍或其任何部分撥給公眾通行。

(m) 特此明確同意並聲明，本特別條款第(h)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外上蓋面積或地積比率的優惠或權利的預期或索賠。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的索賠。

(n) 承授人同意，在根據本特別條款第(g)(i)款交還粉紅色間藍斜線範圍和 PSCHB範圍或其任何部分後，若對該地段或其任何部分進行開發或重建時，由於該地段面積減少或其他原因，他可能無法取得批地文件特別條款第(21)(c)條允許的最大總樓面面積。若無法取得批地文件特別條款第(21)(c)條允許的最大總樓面面積，政府概不承擔任何責任，承授人亦不得向政府要求任何補償、退還地價或其他方面的索賠。

G. 批地文件特別條款第(8)條規定：

(a) (i) 承授人應：

(I) 於 2028 年 9 月 30 日(註：政府已批准將該日期延至 2029年3月31日)或之前，或在署長批准的其他延長期限內，自費按照署長批准的方式、材料、標準、水平、定線和設計進行，在所有方面使署長滿意：

(A) 鋪設和構建綠色範圍的未來公共道路部分，以及提供和建造綠色範圍構築物，以便車輛及行人在其中通行；

(B) 在綠色範圍鋪設路面、路緣石及渠道，並提供署長可能要求的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；

(C) 在不影響本特別條款第(a)(i)(I)(A)款一般規定的前提下，在批地文件夾附圖則A1以綠色加黑點顯示的範圍內鋪設和構建8個(或署長批准或要求的其他數量)停車處；及

(D) 進行署長可能要求的清水灣道／龍翔道及豐盛街／平定道的道路交叉口改善工程；及

(II) 於批地文件之日起 60 個曆月(註：政府已批准將該日期延至 2027年7月17日)內，或在署長批准的其他延長期限內，自費按照署長批准的方式、材料、標準、水平、定線和設計進行，在所有方面使署長滿意：

(A) 鋪設和構建綠色加黑圓圈範圍的未來公共道路部分，以及提供和建造綠色加黑圓圈範圍構築物，以便車輛及行人在其中通行；及

(B) 在綠色加黑圓圈範圍鋪設路面、路緣石及渠道，並提供署長可能要求的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；

(ii) 承授人應自費維護以下範圍處於良好狀態，使署長滿意：

(I) 綠色範圍或其中尚未根據批地文件特別條款第(9)條移交給政府的部分和綠色範圍構築物及在其上或其內所有已建造、安裝和提供的建築物、路面、溝渠、污水管、排水渠、行人道、消防栓、服務、路燈、交通標誌、街道設施、道路標記及機械，直至根據批地文件特別條款第(9)條將整個綠色範圍的佔有權交還政府為止，但受制於批地文件特別條款第(35)(b)(i)條；及

(II) 綠色加黑圓圈範圍或其中尚未根據批地文件特別條款第(9)條移交給政府的部分和綠色加黑圓圈範圍構築物及在其上或其內所有已建造、安裝和提供的建築物、路面、溝渠、污水管、排水渠、行人道、消防栓、服務、路燈、交通標誌、街道設施、道路標記及機械，直至根據批地文件特別條款第(9)條將整個綠色加黑圓圈範圍的佔有權交還政府為止，

(b) 如承授人未能履行本特別條款第(a)款規定的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人應依政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(c) 署長對因承授人履行本特別條款第(a)款下的義務，或政府行使本特別條款第(b)款下的權利或其他原因引起或附帶使承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向政府、署長或其授權人員提出任何賠償要求。

H. 批地文件特別條款第(9)條規定：

(a) 僅為了執行批地文件特別條款第(8)(a)條和第(35)(a)條所規定的必要工程之目的，承授人於批地文件之日獲得綠色範圍和綠色加黑圓圈範圍的佔有權。

(b) (i) 綠色範圍或署長隨時要求其任何部分，應在要求時歸還政府。署長的信函表明批地文件的條件已無論在任何情況下，綠色範圍應視為已於署長發出函件(表示批地文件之條款已令其滿意地獲得遵守)之日期，由承授人重新交還予政府。但是按本第(b)(i)款規定應歸還或視為已歸還政府的綠色範圍不包括批地文件特別條款第(35)條所述的有蓋行人天橋2，該天橋僅在根據批地文件特別條款第(35)(j)條被要求時方可移交政府。

(ii) 綠色加黑圓圈範圍或署長隨時要求其任何部分，應在要求時歸還政府。無論在任何情況下，綠色加黑圓圈範圍視為已於署長發出函件(表示批地文件之條款已令其滿意地獲得遵守)之日期，由承授人重新交還予政府。

(c) 承授人在其佔有綠色範圍和綠色加黑圓圈範圍或其任何部分期間，應允許所有政府和公共車輛和行人免費自由通行綠色範圍和綠色加黑圓圈範圍或其任何部分，並應確保此類通行不會因根據批地文件特別條款第(8)(a)條進行的工程或其他原因而受到干擾或阻礙。

I. 批地文件特別條款第(10)條規定，除批地文件特別條款第(35)條另有規定外，未經署長事先書面同意，承授人不得將綠色範圍或綠色加黑圓圈範圍用於倉儲、搭建任何臨時建築物或用於批地文件特別條款第(8)條所列工程以外的任何其他用途。

J. 批地文件特別條款第(11)條規定：

(a) 承授人在其佔有綠色範圍和綠色加黑圓圈範圍或其任何部分期間，應在所有合理時間內：

(i) 允許署長、其官員、承包商和任何其他經其授權的人員，自由及不受限制地進出、通過、再通過該地段、綠色範圍和綠色加黑圓圈範圍或其任何部分，以便檢查、核查和監督根據批地文件特別條款第(8)(a)、(35)(a)和(35)(b)條進行的任何工程，以及進行、檢查、核查和監督批地文件特別條款第(8)(b)條規定的工程和署長認為在綠色範圍和綠色加黑圓圈範圍或其任何部分進行的任何其他必要工程；

(ii) 根據政府或及經政府授權的相關公用事業公司的要求，允許政府及相關公用事業公司自由及不受限制地進出、通過、再通過該地段、綠色範圍和綠色加黑圓圈範圍或其任何部分，以便於在綠色範圍和綠色加黑圓圈範圍或任何相鄰土地上、之上或之下進行任何工程，包括但不限於鋪設及後續維護所有管道、電線、導管、電纜管道及其他傳導媒介及輔助設備，以提供電話、電力、燃氣(如有)及其他服務，供該地段或任何相鄰或鄰近土地或物業使用。承授人應就上述在綠色範圍和綠色加黑圓圈範圍或其任何部分進行的任何工程事宜，與政府及經政府正式授權的相關公用事業公司充分合作；及

(iii) 允許水務監督的官員及其授權的其他人員自由及不受限制地進出、通過、再通過該地段、綠色範圍和綠色加黑圓圈範圍或水務監督的官員及其授權的其他人員要求其任何部分，以便在綠色範圍和綠色加黑圓圈範圍或其任何部分內進行與任何水務設施的運作、維護、修理、更換和改造相關的任何工程。

(b) 政府對於政府、其官員、代理人、承包商及根據本特別條款第(a)款正式授權的任何其他人員或公用事業公司行使權利而給承授人或任何其他人造成的或遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。

K. 批地文件特別條款第(12)條規定：

(a) 承授人須於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日)或之前(或在署長批准的其他延長期限內)，自費在該地段內搭建、建造及提供面積不少於2,200平方米，或署長批准的較小面積的一個公眾休憩用地，使署長滿意。署長的批准可附帶署長自行酌情決定的條件(包括但不限於支付補地價和行政費)(本特別條款項下提供的公眾休憩用地以下簡稱「公眾休憩用地」)。公眾休憩用地的選址、構建、配套設施、景觀美化、植物種植、維護須按署長要求的方式、材料、設備和設施提供，由承授人承擔費用，在所有方面使署長滿意。

(b) 承授人須在整個批地文件年期內自費管理、維護、清潔和保持公眾休憩用地處於良好且修繕妥當的狀態，在所有方面使署長滿意。

(c) 在本特別條件第(a)款所述工程竣工後，承授人應允許所有公眾人士出於合法的動態或靜態休閒目的(須

遵守下文所述的署長所施加的任何條件、要求和限制)，在白天和夜間(或署長批准或要求的其他時間)隨時免費和無償通行、沿著、越過、經過、穿過、享用公眾休憩用地及在其上的設備和設施。公眾休憩用地的使用(包括但不限於可進行的活動)在所有方面均須遵守署長隨時施加的條件、要求和限制，承授人應遵守並符合該等條件、要求和限制。

(d) 特此明確同意、聲明及規定，本特別條款第(c)款所規定的承授人義務，並不代表承授人有意將公眾休憩用地撥供給公眾通行或享用或政府同意將公眾休憩用地撥供給公眾通行或享用。

(e) 特此明確同意並聲明，本特別條款第(c)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索賠。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的索賠。

L. 批地文件特別條款第(13)條規定：

(a) (i) 承授人須於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前(或在署長批准的其他延長期限內)，按照署長批准的方式、材料、標準、水平、定線和設計，自費鋪設、構建和景觀美化黃色範圍作為景觀區，在所有方面使署長滿意。

(ii) 承授人應自費管理、維護、清潔並保持黃色範圍(或尚未根據批地文件特別條款第(14)條交還政府其任何部分)及其所有物及附屬物使其處於良好且修繕妥當的狀態，使署長滿意，直至黃色範圍(或其任何部分，視情況而定)的佔有權按批地文件特別條款第(14)條交還政府為止。

(b) 在本特別條款第(a)(i)款所述工程竣工後，且在根據本特別條款第(14)號將黃色範圍交還政府之前，承授人應允許所有公眾人士在任何時間(包括白天和夜間)或在署長批准或要求的其他時間或時段，出於任何合法目的，自由及免費通行、越過、穿過、享用黃色範圍(或其任何尚未根據本特別條件第(14)號交還政府的部分)及其上提供作為景觀綠化區的設備和設施。

(c) 如承授人未能履行本特別條款(a)款規定的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人應依政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(d) 署長對因承授人履行本特別條款第(a)款和第(b)款規定的義務，或政府行使本特別條款第(c)款規定的權利，或其他原因引起或附帶發生使承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向政府、署長或其授權人員提出任何賠償要求。

M. 批地文件特別條款第(14)條規定，僅為了執行批地文件特別條款第(13)條所規定的必要工程之目的，承授人於批地文件之日獲得黃色範圍的佔有權。黃色範圍(或署長可指定或要求其任何部分)應在政府認為適當的任何時間要求時歸還政府。為避免疑義，政府並無義務應承授人要求或接受其歸還黃色範圍或其任何部分，但可自行決定何時接受。

N. 批地文件特別條款第(15)條規定，未經署長事先書面同意，承授人不得將黃色範圍用於倉儲、搭建任何臨時建築物或用於批地文件特別條款第(13)條所列工程以外的任何其他用途。

O. 批地文件特別條款第(16)條規定：

(a) 承授人在其佔有黃色範圍或其任何部分期間，應在所有合理 時間內：

(i) 允許署長、其官員、承包商以及其授權的任何其他人員 自由且不受限制地進出、通過、再通過該地段、黃色範圍或其任何部分，以便檢查、核查和監督任何將要進行的工程及承授人履行或執行本特別條款第(13)(a) 款和第(13)(b)款規定的義務和進行、檢查、核查和監督本特別條款第(13)(c)款規定的工程，以及署長認為在黃色範圍或其任何部分進行的任何其他必要工程。

(ii) 根據政府或及經政府授權的相關公用事業公司的要求，允許政府及相關公用事業公司自由及不受限制地進出、通過、再通過該地段、黃色範圍或其任何部分，以便於在黃色範圍或任何相鄰土地上、之上或之下進行任何工程，包括但不限於鋪設及後續維護所有管道、電線、導管、電纜管道及其他傳導媒介及輔助設備，以提供電話、電力、燃氣(如有)及其他服務，供該地段或任何相鄰或鄰近土地或物業使用。承授人應就上述在黃色範圍或其任何部分進行的任何工程事宜，與政府及經政府正式授權的相關公用事業公司充分合作；

(iii) 允許水務監督的官員及其授權的其他人員自由及不受限制地進出、通過、再通過該地段、黃色範圍或水務監督的官員及其授權的其他人員要求其任何部分，以便在黃色範圍或其任何部分內進行與任何水務設施的運作、維護、修理、更換和改造相關的任何工程。

(b) 政府對於政府、其官員、代理人、承包商及根據本特別條款第(a)款正式授權的任何其他人員或公用事業公司行使權利而給承授人或任何其他人造成的或遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。

P. 批地文件特別條款第(20)條規定：

(a) 承授人應向規劃署署長提交或促使提交一份景觀總體規劃圖，以供其批准，該規劃圖應說明該地段的景觀美化建議。

(b) 景觀總體規劃圖的比例應為1:500或更大，並應包含景觀美化建議的資料，包括現有樹木的勘測和處理、場地佈局和地勢標高、建築開發的概念形式、園景建築及 種植花卉景觀區域的示意圖，以及規劃署署長可能要求的其他資料。在根據批地文件特別條款第(19)條提出的樹木保育建議獲得批准(如適用)之前，不得在該地段或其任何部分開始任何場地平整工程。在景觀總體規劃圖獲得規劃署署長的書面批准之前，不得在該地段或其任何部分開展任何上蓋結構工程。

(c) 承授人應自費依照已核准的景觀總體規劃圖對該地段進行景觀美化，未經署長事先書面同意，不得進行任何修改、變更、更改或替換。

(d) 此後，承授人應自費保持景觀工程的安全、清潔、整齊、美觀、實用及健康，使署長滿意。

Q. 批地文件特別條款第(21)條規定：

受制於該等條款，於地段或其任何部分發展或重建(「重建」僅指一般條款第6條所述的重建)：

(c)(iv)(III) 在總非工業／研究總樓面面積中(即在該地段上已建或擬建建築物的總樓面面積中，設計並擬用作非工業用途(不包括私人住宅、貨倉、油站及酒店)者)，不少於 5,675 平方米必須用作提供根據特別條款第(22)條所規定須設置的公共輕型貨車停車場，且不得作其他用途。」

R. 批地文件特別條款第(22)條規定：

(a) 承授人應於批地文件特別條款第(17)條規定的日期或之前，在該地段內提供並維持一個令署長滿意的公共輕型貨車停車場，該停車場應包含不少於 75 個輕型貨車停車位，以及相關的出入通道和迴旋處，以及署長可批准的其他區域或設施(以下簡稱「公共輕型貨車停車場」)。每個停車位應為3.5米闊及7.0米長，最低淨空高度為3.6米。

(b) 儘管有批地文件特別條款第 (70)(a) 條的規定，根據本特別條款第 (a) 款提供的停車位，無論以租賃還是許可的方式，均應隨時向公眾開放，供持牌輕型貨車以時租、日租或月租車位作短期停放，或按運輸署署長(以下簡稱「運輸署署長」)書面批准的其他方式停放。

(c) 承授人須向署長提交或安排提交一份公共輕型貨車停車場的佈局圖，以供署長書面批准。此佈局圖應標明停車位佈局、相關通道、迴旋處以及署長可能要求的其他區域和空間。公共輕型貨車停車場的佈局須完全按署長批准的公共輕型貨車停車場佈局圖設計、提供和維護，使署長滿意。

(d) 按本特別條款第(a)款提供的停車位不得用於除停放根據《道路交通條例》、其任何附屬規例以及任何修訂法例獲得牌照的輕型貨車以外的任何其他用途，尤其不得用於存放、陳列或展示車輛作出售或其他用途。公共輕型貨車停車場內的相關通道、迴旋處以及署長可能要求的其他區域和空間，不得用於除按批地文件的條件和本特別條款第 (c) 款規定設計、建造和預期用途之外的任何其他用途。

(e) 為避免疑義，公共輕型貨車停車場應計入批地文件特別條款第(21)(C)條規定的總樓面面積。

(f) 特此明確同意、聲明及規定，本特別條款第(a)款所規定的承授人義務，並不代表承授人有意將公共輕型貨車停車場或其任何部分或該地段的任何部分撥供給公眾通行或政府同意將公共輕型貨車停車場或其任何部分或該地段的任何部分撥供給公眾通行。

(g) 特此明確同意並聲明，本特別條款第(a)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索賠。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的索賠。

S. 批地文件特別條款第(23)條規定，儘管已遵守及履行批地文件條款令署長滿意，除非符合批地文件特別條款第(22)(b)條或批地文件特別條款第 (70)(b)(i)條之規定，承授人在整個批地文件年期內，不得轉讓、按揭、押記、出租、轉租或以其他方式處置公共輕型貨車停車場或其任何部分或其任何權益，或訂立任何有關協議。

T. 批地文件特別條款第(24)條規定，在批地文件特別條款第(22)條所述公共輕型貨車停車場竣工後，承授人應開始運作該公共輕型貨車停車場，並在整個批地文件年期內，持續運作及管理該公共輕型貨車停車場，其規模及方式須令署長滿意，且須在所有方面遵守香港現行或將來可能生效的所有與公共汽車停車場相關的條例、細則及規例。

U. 批地文件特別條款第(25)條規定：

(a) 授予該地段連同承授人及其傭工、訪客、工人以及承授人為此目的不時授權的其他人員有權在批地文件年期內，為了合理使用和享用該地段有關的一切目的，在棕色範經署長批准的水平高度內，通行和再通行。

(b) 承授人須於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日)或之前，或在署長批准的延長期限內，自費按照署長要求或批准的方式、高度、材料和標準，在棕色範圍上建造、鋪設和構建一條鋪砌道路(其中一部分將架高)，該道路被授予本特別條款第(a)款所述的通行權，並須配有支撐柱和結構以及相關的街道設施、交通輔助設施、路燈、污水管、排水渠和署長自行酌情決定要求的其他結構(以下統稱為「鋪砌道路」)。

(c) 承授人須在整個批地文件年期內應自費維護、管理、保養和修繕棕色範圍及其所有組成部分或附屬物(包括鋪砌道路)，所有工程須令署長滿意。承授人對整個範圍負責，猶如其擁有該範圍所有權一樣。

(d) 任何對包含部分棕色範圍(即設有通行權之範圍)之公共道路所作出的改動，或對其坡度所造成之影響，均不得作為承授人提出任何申索的理由。承授人須自費進行因此而需作出之所有相應鋪砌道路改動工程，並須令署長滿意。

(e) 本特別條款第(a) 款所述通行權的授予並未賦予承授人對棕色範圍的獨佔權。政府有權無論現在或將來將棕色範圍的通行權授予附近其他地段的擁有人，或為修建公共街道而徵用棕色範圍的全部或任何部分，而無需向承授人或已獲準通行棕色範圍全部或任何部分的其他擁有人支付任何補償。

(f) 儘管本特別條款第(a)款所述已授予通行權，但政府在向承授人發出不少於十四天的書面通知(緊急情況除外)後，有權在署長酌情決定現在或將來位於棕色範圍之上、上方、之下或毗鄰該棕色範圍之處鋪設、安裝、重鋪、改道、拆除、重新佈置、更換、檢查、操作、維修、維護和更新任何政府的或其他排水渠、下水道、水路或水道、污水管、排水溝、供水總管、管道、電纜、電線、線路、公用設施或其他工程或設施(以下統稱為「棕色範圍服務設施」)，並修復由此造成的任何及所有損害。署長、其官員、承包商及其授權的任何其他人員，以及其工人，無論是否攜帶工具、設備、機械或機動車輛，均有權隨時自由進出、通過、再通過棕色範圍，執行上述目的。未經署長事先書面批准，承授人不得干擾或允許任何人干擾棕色範圍服務設施。除修復因行使上述權利和權力而造成的任何及所有損害外，政府、署長、其官員、承包商以及經其授權的任何其他人員及其工人，對行使本(f)款所授予的權利而使承授人遭受或與之相關的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何人員提出任何索賠或異議。

V. 批地文件特別條款第(26)條規定：

(a) 承授人應自費完成在批地文件夾附圖則A1上以綠色間黑 斜線顯示的範圍(以下簡稱「綠色間黑斜線範圍」)內，署長全權酌情要求的岩土工程勘察以及斜坡治理、滑坡預防、緩解和修復工程，使署長滿意。承授人應在整個批地文件年期內，自費維護綠色間黑斜線範圍(包括所有土地、斜坡治理工程、擋土結構、排水系統以及該範圍內及上任何其他工程)處於良好且修繕妥當的狀態，使署長滿意。倘若在批地文件年期內，綠色間黑斜線範圍發生任何滑坡、地面沉降或塌陷，承授人應自費將該範圍及署長認為受到影響的任何相鄰或鄰近區域(署長的決定為最終決定，對承授人具有約束力)恢復原狀，使署長滿意。承授人應對因該滑坡、地面沉降或塌陷而直接或間接引起的任何責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府及其代理人和承包商並確保其獲得彌償。承授人應始終確保綠色間黑斜線範圍內不得進行任何非法挖掘或傾倒作業。經署長事先書面批准，承授人可設置圍欄或其他障礙物以防止此類非法挖掘或傾倒作業。除署長對違反批地文件的條件享有的其他權利或救濟外，署長可隨時以書面通知要求承授人進行岩土工程勘察、斜坡治理、滑坡預防、緩解和修復工程，並維護、恢復和修復受滑坡、沉降或坍塌影響的任何土地、建築物或工程。如承授人未在署長規定的期限內履行該通知，署長可在該期限屆滿後自行執行所需工程，承授人應按要求向政府償還

相關費用。

(b) 受制於以下條款，承授人根據本特別條款第(a)款對綠色間黑斜線範圍或其任何部分所享有的權利和義務，應在政府向承授人發出相應通知後終止。承授人不得就因該終止而遭受的任何損失、損害或干擾，或產生的任何費用，向政府、署長或其授權人員提出任何賠償要求。但是，該等終止不得損害政府就先前違反、不履行或不遵守上述第 (a) 款規定而享有的任何權利或救濟。為避免疑義，即使根據本第 (b) 款終止了承授人對綠色間黑斜線範圍或其任何部分所享有的權利和義務，承授人根據批地文件特別條款第(34)條就其中提及的有蓋行人天橋1所承擔的義務不得以任何方式受到影響、減輕或減少。

W. 批地文件特別條款第(27)條規定：

(a) 承授人特此確認，由於自然地形的緣故，該地段可能受到滑坡災害的影響，包括在批地文件夾附圖則A2上以綠色間黑交叉線顯示的範圍(以下簡稱「綠色間黑交叉線範圍」)有巨石滾落。政府對於因任何滑坡災害(包括巨石滾落)引起或與之相關或由此導致承授人或任何其他人遭受的任何損失、損害或傷害，概不承擔任何責任。承授人應自批地文件之日起24個日曆月內，或在署長批准的其他延長期限內，自費對該地段及綠色間黑交叉線範圍進行及完成地質勘察(以下簡稱「該勘察」)，以查明是否有此類危險，使署長滿意。未經署長事先書面同意，不得在綠色間黑交叉線範圍以外的任何政府土地上進行地面勘察。

(b) 該勘察結束後，在建築事務監督就該地段上已建或將建的任何建築物或構築物或其任何部分發出任何佔用許可證(包括任何臨時佔用許可證)之前(或在署長批准的其他延長期限內)，承授人須自費進行並完成署長認為需要的緩解和加固工程(無論該工程是在該地段、綠色間黑交叉線範圍或其他政府土地上進行，以下簡稱「該工程」) 令署長滿意的，以保護該地段上已建或將建的任何建築物或其任何部分，以及其中的住戶或佔用人及其真正的賓客、訪客和受邀人免受滑坡災害，包括綠色間黑交叉線範圍內發生的巨石滾落的侵害。承授人須自費在土地註冊處登記一份署長認可的記錄圖，標明該工程的位置和範圍。

(c) 如承授人認為除該工程外，還有必要在任何政府土地(包括綠色間黑交叉線範圍)上進行緩解和加固工程(以下簡稱「額外外部工程」)，則承授人在收到署長對額外外部工程的書面批准後，應自費進行並完成額外外部工程，直至署長滿意為止。承授人應自費在土地註冊處登記一份經署長批准的記錄圖，標明額外外部工程的位置和範圍。

(d) 承授人應在整個批地文件年期內始終自費維護該工程及額外外部工程，使其保持良好、堅固的維修狀態，確保該工程及額外外部工程的持續正常運作，使署長滿意。除了和不影響政府對承授人違反批地文件規定的維護該工程及額外外部工程的義務而享有的任何權利或救濟外，署長有權以書面通知要求承授人進行其認為合適的任何維護工程。如承授人未能在署長規定的期限內履行或不執行該通知，署長可立即執行所需的維護工程，承授人應按要求向政府償還相關費用，以及任何行政費和專業費。

(e) 該勘察、該工程及額外外部工程及其維護在各方面均須符合《建築物條例》、其任何附屬規例、任何修訂法例以及任何其他相關法例。

(f) 僅為檢查和執行本特別條款所要求的工程(包括但不限於該勘察、工程、額外外部工程及其維護)之目的，承授人可進入綠色間黑交叉線範圍，但須遵守署長所施加的條件和要求。

(g) 如因該勘察、該工程、額外外部工程或其維護而導致綠色間黑交叉線範圍、任何其他政府土地或該地段以外的任何土地遭受任何損害，承授人應自費修復該等損害，在所有方面使署長滿意。

(h) 承授人應對根據本特別條款正在或已經進行的任何工程，或承授人未履行、疏忽或違約履行任何此類工程，或任何滑坡災害包括從綠色間黑交叉線範圍滾落的巨石，包括但不限於任何財產損失或生命損失或人身傷害直接或間接引起的任何責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府及並確保其獲得彌償。

X. 批地文件特別條款第(29)(c)條規定，承授人應自費維護該地段內提供的休閒設施及其附屬設施(該設施根據批地文件規定免於計入總樓面面積(「獲豁免設施」))，使其處於良好且修繕妥當的狀態，並以署長滿意的方式運營獲豁免設施。獲豁免設施僅供發展項目中住宅大樓的住戶及其合法訪客使用，其他任何人不得使用。

Y. 批地文件特別條款第(33)條規定：

(a) (i) 承授人應於2029年3月31日或之前或署長可批准的其他日期，自費建造並提供一條行人隧道，其高度、闊度、淨空高度、定線和佈局須經路政署署長(以下簡稱「路政署署長」)和運輸署署長全權酌情決定和批准，並連同所有支撐和銜接(包括路政署署長和運輸署署長全權酌情決定認為未來行人隧道擴建所必需的任何支撐和銜接)，該隧道應位於批地文件夾附圖則「PLAN A」上以綠色虛線圍邊顯示並標註「PROPOSED SUBWAY」的該地層內(以下簡稱「行人隧道」)，以便將該地段上已建或將建的發展項目與批地文件夾附圖則「PLAN A」的圖則上顯示並標註「CHOI HUNG MTR STATION」的港鐵彩虹站(以下簡稱「港鐵彩虹站」)銜接起來。行人隧道的內部淨空高度至少3.5 米，且內部淨空闊度至少 12米，除了批地文件夾附圖則「PLAN A」上以紅色顯示的部分範圍的內部淨空闊度至少 4米。

(ii) 就本特別條款第(a)(i)款而言，路政署署長和運輸署署長對「內部淨空高度」和「內部淨闊度」的決定為最終決定，對承授人具有約束力。

(iii) 除行人隧道外，不得在該地層內建造任何其他建築物。

(b) 在本特別條款第(a)款指定的時間內，承授人應自費取得香港鐵路有限公司(以下簡稱「港鐵」)的協議或同意，以將行人隧道與港鐵彩虹站銜接。為免生疑義，承授人承認並同意，政府不以任何方式保證承授人能夠取得港鐵的協議或同意，且若承授人未能取得港鐵的協議或同意，政府對承授人因此而產生或由此造成的任何損失或損害概不承擔任何責任。

(c) (i) 行人隧道僅供公眾步行或乘坐輪椅通行，不得用於任何其他用途。

(ii) 除運輸署署長可自行酌情決定接受或要求的指示標誌外，承授人不得在行人隧道的任何部分進行廣告宣傳或張貼任何標誌、告示或海報，且指示標誌須由承授人自費提供和維護。

(iii) 承授人不得在行人隧道內作出或准許或容許他人作出任何行為，以致對通過行人隧道的行人或車輛，或任何相鄰或相連地段或物業的業主或佔用人造成滋擾、干擾、煩擾、不便或損害。

(iv) 除本特別條款第(e)款另有規定外，承授人應在啟用日期(定義見批地文件特別條款第(71)(a)款)或之前，以及此後在批地文件整個年期內，允許所有公眾人士在港鐵彩虹站的開放時間內，出於所有合法目的，自由地、無需支付任何性質的費用，步行或乘坐輪椅出入、上下、往返行人隧道。

(d) 除本特別條款 (e) 另有規定外，承授人應在批地文件整個年期內自費管理和維護行人隧道，使其保持良

好且堅固的維修狀態，令路政署署長和運輸署署長滿意。

(e) (i) 如因該地段或其任何部分進行重建，導致行人隧道或其任何部分需要拆除，承授人應在路政署署長和運輸署署長規定的期限內，自費按路政署署長和運輸署署長決定和批准的水平、闊度、淨空高度、定線和佈局建造和完成新的行人隧道或其任何部分，令路政署署長和運輸署署長滿意。

(ii) 倘若按本特別條款第(e)(i)款建造任何新的行人隧道或其任何部分，則本條款中所有提及「行人隧道」之處應視為指新的行人隧道或其任何部分，以及行人隧道中未被拆除的部分。

(f) 政府對承授人或任何其他人因履行或不履行本特別條款款下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(g) 承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(h) 特此明確同意、聲明並規定，本特別條款第 (c)(iv) 款所定承授人的義務，並不表示承授人意圖將該行人隧道撥供予公眾作通行權，亦不表示政府同意該等撥供。

(i) 特此明確同意並聲明，本特別條款第(c)(iv)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條、其任何修訂或替代規例(以下簡稱「建築物(規劃)規例」)規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(j) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見批地文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。

Z. 批地文件特別條款第(34)條規定：

(a) 承授人應於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日)或之前，或在署長批准的其他延 長期限內，自費搭建、建造和提供以下項目，在所有方面使署長滿意：

(i) 在批地文件夾附圖則A1上以綠色間黑斜線加黑點顯示的範圍內於黑虛線顯示和標示「Proposed Covered Footbridge 1」的位置，建造一座單層有蓋行人天橋，以及署長要求或批准的所有支撐和連接件(包括署長根據其絕對酌情權認為未來擴建該有蓋行人天橋所必需的任何支撐和連接件)(以下簡稱「有蓋行人天橋1」)。有蓋行人天橋1的建造應採用署長要求並批准的材料，並符合相關標準、高度、定線、佈局和設計，包括但不限於提供和建造支撐結構、坡道、相關樓梯和梯台、自動扶梯、升降機以及署長酌情決定的內外配件和裝置、照明設備，所有裝置應構成或被視為有蓋行人天橋1的組成部分。有蓋行人天橋1的最小內部淨寬度應為6.0米，最小內部淨高度應為2.6米。承授人特此承認，目前批地文件夾附圖則A1上以黑點顯示的範圍(以下簡稱「黑網點範圍」)現稱為新九龍內地段第6461號A分段，承授人應在整個批地文件年期內自費與黑網點範圍的擁有人(包括黑網點範圍未來的擁有人)自行協商，取得進入黑網點範圍的權利，以便建造、修建、提供及維護在黑網點範圍內建造、修建、提供及維護有蓋行人天橋1的相應部分(在黑網點範圍內建造、修建、提供及維護有蓋行人天橋1的相應部分以下簡稱「有蓋行人天橋1黑網點範圍部分」)；

(ii) 在該地段內及擬建於該地段上的建築物(或視情況而定，在其周邊)上，應按照署長要求或批准的規格、標準、設計、佈局和定線，在指定位置和指定高度設置銜接有蓋行人天橋 1的結構支撐和銜接(以下簡稱「該地段內的支撐和連接」)，以便在其上進行有蓋行人天橋 1 的施工，和在其上建造和提供與有蓋行人天橋1 相連的行人連接通道 1(定義見批地文件特別條款第 (36) 條)的相關部分，讓行人可以通過有蓋行人天橋1 直接進入和離開行人連接通道 1(定義見批地文件特別條款第 (36) 條)。

(b) 承授人應在整個批地文件年期內自費管理、維護和修理有蓋行人天橋1及該地段內的支撐和連接，使其處於良好且修繕妥當的狀態，在所有方面使署長滿意。

(c) 有蓋行人天橋1僅供公眾人士步行或乘坐輪椅通行，不得用於其他任何用途。

(d) 除非經署長批准或要求，承授人不得在 有蓋行人天橋1的任何部分(無論內外)用於廣告宣傳或張貼任何標誌、告示或海報。

(e) 承授人不得在有蓋行人天橋1內進行或允許進行任何可能造成滋擾或妨礙、或可能對通過該天橋的行人或車輛，或對任何相鄰土地或物業的擁有人或佔用人造成不便或損害的行為。

(f) 在有蓋行人天橋1 存在期間，承授人應允許所有公眾人士每天 24 小時(或在運輸署署長批准或要求的其他時間內)出於所有合法目的，免費且無需支付任何費用，步行或乘坐輪椅出入、上下、往返有蓋行人天橋1，以便通過行人連接通道 1(定義見批地文件特別條款第 (36)(a) 條)，進出公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接(定義見批地文件特別條款第 (68)(a) 條)和行人連接通道2(定義見批地文件特別條款第 (69)(a) 條)。

(g) 承授人應對因承授人、其僱員、工人及承包商在履行本特別條款(a)、(b)和(f)款下義務過程中所作為或不作為而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府、其官員、代理人、承包商、工人以及任何其他正式授權人員並確保其獲得彌償。

(h) 如因該地段或其任何部分進行重建，導致有蓋行人天橋1或其任何部分需要拆除，承授人應在署長規定的期限內，自費按署長核准或要求的設計、材料、寬度、高度和位置建造並完成一座新的有蓋行人天橋或其部分，以取代原有行人天橋或其部分，使署長滿意。批地文件中的「有蓋行人天橋1」一詞應視為包含該新行人天橋或其部分。

(i) 承授人不得允許或容許任何小販在有蓋行人天橋1內進行交易，並應將任何被發現正在其中進行交易的小販驅逐出該天橋。承授人應在有蓋行人天橋1的所有入口附近顯眼位置張貼禁止在有蓋行人天橋1內擺攤的告示。就本特別條款而言，「小販」的定義應與《公眾衞生及市政條例》(第132章)第2條及其任何後續立法修訂中的定義相同，但就本款(i)而言，該定義(a)項中的「公眾地方」應刪除，並應替換為「在有蓋行人天橋1內」。

(j) 特此明確同意、聲明及規定，本特別條款第(f)款所規定的承授人義務，並不代表承授人有意將有蓋行人天橋1撥供給公眾通行或政府同意將有蓋行人天橋1撥供給公眾通行。

(k) 承授人應允許政府、其官員、承包商、工人以及經政府或其他授權的任何其他人員在所有合理時間內自由、不受限制地進出該地段或其任何部分以及有蓋行人天橋1，以便檢查和核查承授人根據本特別條款進行的任何工程。政府及其官員、承包商、工人以及經政府或其他授權的任何其他人員對於政府、其官員、承包商、工人以及經政府或其他授權的任何其他人員行使本第 (k) 款所賦予的權利而導致或伴隨發生的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。

(l) 為免疑義，承授人應履行、遵守、執行及遵從批地文件中有關有蓋行人天橋1黑網點範圍部分(作為有蓋行人天橋1的一部分)的義務和條件，無論黑網點範圍是否仍為新九龍內地段第6461號A分段，或已隨後交還政府或以其他方式歸還政府。

(m) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見批地文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。

AA. 批地文件特別條款第(35)條規定：

(a) 承授人應於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前，或在署長批准的其他延長期限內，自費在批地文件夾附圖則A2上以綠色和紫色顯示的範圍內於黑虛線顯示和標示「Proposed Covered Footbridge 2」的位置，搭建、建造和提供建造一座單層有蓋行人天橋，以及署長要求或批准的所有支撐和連接件(包括署長根據其絕對酌情權認為未來擴建該有蓋行人天橋所必需的任何支撐和連接件)(以下簡稱「有蓋行人天橋2」)，在所有方面使署長滿意，並連接至批地文件夾附圖則A2上標示「EXISTING FOOTBRIDGE」(以下簡稱「現有行人天橋」)的現有行人天橋，以便所有公眾人士能夠步行或乘坐輪椅通過、再通過、出入、上下有蓋行人天橋2，從而通過有蓋行人天橋2和現有行人天橋進出相鄰的道路、行人道和土地。有蓋行人天橋2的建造應採用署長要求並批准的材料，並符合相關標準、高度、定線、佈局和設計，包括但不限於提供和建造支撐結構、坡道、相關樓梯和梯台、自動扶梯、升降機以及署長酌情決定的內外配件和裝置、照明設備，所有裝置應構成或被視為有蓋行人天橋2的組成部分。有蓋行人天橋2的內部淨寬度應為3.0米，最小內部淨高度應為2.6米。承授人特此承認，目前批地文件夾附圖則A2上以紫色顯示的範圍(以下簡稱「紫色範圍」)構成新九龍內地段第6461號餘段的一部分，承授人應在整個批地文件年期內自費與當時紫色範圍的政府承租人或承授人另行安排，以獲取進入紫色範圍的權利，以便建造、修建、提供及維護在紫色範圍內建造、修建、提供及維護有蓋行人天橋2的相應部分(在紫色範圍內建造、修建、提供及維護有蓋行人天橋2的相應部分以下簡稱「有蓋行人天橋2紫色範圍」和有蓋行人天橋2的餘下部分以下簡稱「有蓋行人天橋2餘下部分」)；

(b) (i) 除本特別條款第(i)款及第(j)款另有規定外，自有蓋行人天橋2完工之日起，直至批地文件之日起五十年期滿之日，承授人應按本特別條款的規定自費管理、維護及修繕有蓋行人天橋2及其任何部分，使其保持良好且實質性的維修狀態，在所有方面使署長滿意。

(ii) 承授人應從九龍建業有限公司或署長可能批准或要求的其他公司(無論其是否為承授人的母公司或控股公司)(九龍建業有限公司或該等其他公司以下簡稱「該公司」)處取得一份向政府發出的擔保及承諾契約(以下簡稱「擔保及承諾書」)，據此，該公司無條件且不可撤銷地：

(I) 保證承授人按時、全面、完整地履行和遵守本特別條款項下的義務、承諾和契約，並承諾並保證，如果承授人違反、不履行或不遵守其在本特別條款項下的任何義務，該公司應在收到政府的書面要求後立即彌補所有此類違約行為(包括但不限於該公司自費進行或安排進行政府可能要求的任何工程，並向政府支付截至該要求之日的所有未付款項)；

(II) 承諾對因承授人違反、不履行或不遵守本特別條款項下的任何義務而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償；及

(III) 作為對政府的一項單獨、附加且獨立的契約和承諾，且不影響政府根據本特別條款第(b)(ii)(I)款和第(b)(ii)(II)款對公司或根據批地文件的條件對承授人享有的權利和救濟，該公司進一步承諾，在政府要求時，或在政府指定的期限內(但該期限不得超過批地文件之日起五十年屆滿之日)該公司應自費維護和修理(並應政府要求進行管理)，無論是由該公司單獨管理，還是與承授人共同或分別管理，或以其他方式管理，政府指定有蓋行人天橋2或其任何部分，在所有方面使政府滿意。

此擔保及承諾書應受香港法律約束，並應採用署長要求或批准的形式及包含署長要求或批准的條款及條件。該公司正式簽署的該擔保及承諾書應於批地文件簽署之日或之前交付署長；如按批地文件特別條款第(38)條經署長同意而轉讓該地段的承讓人，則應於署長要求之時交付。承授人應自費採取署長隨時要求採取的一切措施及行動，以確保該擔保及承諾書始終有效、持續並對公司具有約束力(包括但不限於承授人促使該公司簽署署長要求以政府為受益人的進一步保證或確認性擔保及承諾書)。

(c) 有蓋行人天橋2僅供公眾人士步行或乘坐輪椅通行，不得用於其他任何用途。

(d) 除非經署長批准或要求，承授人不得在 有蓋行人天橋2的任何部分(無論內外)用於廣告宣傳或張貼任何標誌、告示或海報。

(e) 承授人不得在有蓋行人天橋2內進行或允許進行任何可能造成滋擾或妨礙、或可能對通過該天橋的行人或車輛，或對任何相鄰土地或物業的擁有人或佔用人造成不便或損害的行為。

(f) 承授人應在有蓋行人天橋2存在期間，允許所有公眾人士出於所有合法目的，在白天和夜間免費且無需支付任何費用步行或乘坐輪椅通過、再通過、出入、上下有蓋行人天橋2，以便往返現有的行人天橋和相鄰的道路、行人道和土地。

(g) 承授人應對因承授人、其僱員、工人及承包商在履行本特別條下義務過程中所作為或不作為而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府、其官員、代理人、承包商、工人以及任何其他正式授權人員並確保其獲得彌償。

(h) 承授人不得允許或容許任何小販在有蓋行人天橋2內進行交易，並應將任何被發現正在其中進行交易的小販驅逐出該天橋。承授人應在有蓋行人天橋2的所

有入口附近顯眼位置張貼禁止在有有蓋行人天橋2內擺攤的告示。就本特別條款而言，「小販」的定義應與《公眾衞生及市政條例》(第132章)第2條及其任何後續立法修訂中的定義相同，但就本款(i)而言，該定義(a)項中的「公眾地方」應刪除，並應替換為「在有蓋行人天橋2內」。

(i) 如署長要求拆除有蓋行人天橋2或其任何部分，承授人應在署長規定的期限內，自費按署長核准或要求的設計、材料、寬度、高度和位置建造並完成一座新的有蓋行人天橋或其部分，以取代原有行人天橋或其部分，使署長滿意。本特別條款中的「有蓋行人天橋2」一詞應視為包含該新行人天橋或其部分。

(j) 承授人須應政府要求，自費將有蓋行人天橋2或其政府指定的部分不帶任何產權負擔交還給政府，政府無須向承授人支付任何款項或補償。茲同意並聲明，有蓋行人天橋2或其部分應視為已於署長要求移交的信函中指定的日期移交給政府。除非署長另行酌情決定，否則承授人不再負責管理和維護已根據本第 (j) 款移交或視為已移交政府的有蓋行人天橋2的部分。為避免疑義，承授人在本特別條款項下就有蓋行人天橋2所承擔的義務，不應因該公司依據擔保及承諾書或政府依據本特別條款第(l)款就有蓋行人天橋2進行任何工程而解除、減輕或減少，亦不應被視為以任何方式解除、減輕或減少。承授人應自費提供署長可能要求的一切協助與合作，包括但不限於將有蓋行人天橋2或其任何部分移交給公司或政府，或依署長的指示移交給其他方，以進行該等工程。該等移交不應產生或被視為以任何方式解除、減輕或減少承授人在本特別條款項下就有蓋行人天橋2或其該等部分所承擔的義務。

(k) 特此明確同意、聲明及規定，本特別條款第(f)款所規定的承授人義務，並不代表承授人有意將有蓋行人天橋2撥供給公眾通行或政府同意將有蓋行人天橋2撥供給公眾通行。

(l) 如承授人未能履行、遵守或執行本特別條款第(b)(i)款和第(j)款規定的義務，政府可以(但並無任何義務或責任)自行或安排進行必要的工程，費用由承授人承擔。承授人應依政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(m) 僅就本特別條款而言，「承授人」一詞指盛佳（亞洲）有限公司和頌威企業有限公司，不包括其所有受讓人，但包括根據批地文件特別條款第(38)條經署長同意而轉讓該地段的承讓人(如有)。為避免疑義，承授人不得且無權轉讓、抵押、按揭、分租或以其他方式質押有蓋行人天橋2或其任何部分或其任何權益。承授人特此確認並同意，即使承授人已處置或不再擁有該地段或其任何部分的全部或任何權益、權利、產權或所有權(無論是透過批地文件特別條款第(38)條的轉讓，或透過其他轉讓、處置或其他方式)和即使批地文件年期因任何原因提前終止，其在本特別條款項下的義務仍然有效且持續存在，並對承授人個人具有約束力。為避免疑義，承授人(包括盛佳（亞洲）有限公司和頌威企業有限公司，如根據批地文件特別條款第(38)條轉讓的承讓人，則包括該承讓人)的責任和義務是共同及分別承擔的。

BB. 批地文件特別條款第(36)條規定：

(a) 承授人應於 2029 年 3 月 31 日或之前或署長可批准的其他日期，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造並提供行人專用無障礙通道或路徑，以便銜接行人隧道、有蓋行人天橋1、公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接(定義見批地文件特別條款第 (68)(a) 條)和行人連接通道 2(定義見批地文件特別條款第 (69)(a) 條)(以下簡稱「行人連接通道 1」)，令運輸署署長滿意。

(b) 在實施本特別條款第(a)款規定後，承授人應在批地文件整個年期內自費管理和維護行人連接通道 1，使其保持良好且實質性的維修狀態，令運輸署署長滿意。

(c) (i) 除本特別條款第(d)款另有規定外，承授人應於啟用日期(定義見批地文件特別條款第(71)(a)條)或之前，以及此後在批地文件整個年期內，保持行人連接通道 1全天24小時開放，供所有公眾人士出於所有合法目的，自由且無需支付任何性質的費用使用(緊急情況除外)，除了連接行人隧道的發展項目地庫2層部分(以下簡稱「地庫2層部分」)，該部分應在港鐵彩虹站的開放時間內供所有公眾人士使用，以及連接新行人隧道開口及連接(定義見批地文件特別條款第 (68)(a) 條)的地庫1層部分(以下簡稱「「地庫1層部分」」)，該部分應全天24小時(或在路政署署長批准或要求的其他時間內)開放，供所有公眾人士步行或乘坐輪椅使用。

(ii) 就本特別條款第(c)(i)款而言，發展項目的地庫2層和地庫1層應以經批准的總平面圖(定義見批地文件特別條款第(64)(a)款)所示為準，運輸署署長對「地庫2層部分」和「地庫1層部分」的決定為最終決定，對承授人具有約束力。

(d) (i) 如因該地段或其任何部分進行重建，導致行人連接通道 1或其任何部分需要拆除，承授人應在運輸署署長規定的期限內，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造和完成新的行人連接通道或其任何部分，令運輸署署長滿意。

(ii) 倘若按本特別條款第(d)(i)款建造任何新的行人連接通道或其任何部分，則本條款中所有提及「行人連接通道 1」之處應視為指新的行人連接通道或其任何部分，以及行人連接通道 1中未被拆除的部分。

(e) 政府對承授人或任何其他人因履行或不履行本特別條款件下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。(f)承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第 (c)款所定承授人的義務，並不表示承授人意圖將該行人連接通道 1撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第(c)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為避免疑義，行人連接通道 1 的全部面積應計入批地文件特別條款第 (21)(c) 條規定的總樓面面積計算。

(j) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見批地文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)) 須共

同及個別地承擔本特別條款項下的責任和義務。

CC. 批地文件特別條款第(43)條規定：

(a) (i) 該地段內應提供符合運輸署署長(以下簡稱「運輸署署長」)要求的停車位，供根據《道路交通條例》、其任何附屬規例以及任何修訂法例(以下簡稱《道路交通條例》)獲發牌的機動車輛停泊，停車位應以該地段上住宅單位各自面積為基準的規定比例配置(「住宅停車位」)。

(a) (iii) 該地段內應提供符合運輸署署長要求的額外停車位，供根據《道路交通條例》獲發牌的機動車輛停泊，該停車位應以該地段上任何住宅大廈的住宅單位數目的規定比例配置(「訪客停車位」)。

(b)(i)(I) 該地段內應提供符合運輸署署長要求的停車位，供根據《道路交通條例》獲發牌的機動車輛停泊，該停車位應以該地段上任何辦公室或辦公室部分的總樓面面積的規定比例配置(「辦公室停車位」)。

(b)(i)(II) 該地段內應提供符合運輸署署長要求的停車位，供根據《道路交通條例》獲發牌的機動車輛停泊，該停車位應以該地段上非工業用途(不包括住宅、辦公室、酒店、倉庫、加油站和公共輕型貨車停車場)建築物或建築物部分的總樓面面積的規定比例配置(「非工業停車位」)。

(b)(i)(III) 該地段內應提供一個停車位，供該地段上已建或將建上述安老院相關的小巴停放。就批地文件的條件而言，「小巴」應按《道路交通條例》定義。

(c)(i) 在住宅停車位、訪客停車位、辦公室停車位和非工業停車位中，承授人應按建築事務監督的要求或批准，預留和指定一定數量的停車位供傷殘人士(定義見《道路交通條例》)停放機動車輛(這些預留和指定的停車位在下文中稱為「傷殘人士停車位」)。

(d)(i)(I) 該地段內應提供符合運輸署署長要求的停車位，供根據《道路交通條例》獲發牌的電單車輛停泊，該停車位應以住宅停車位和訪客停車位數目的規定比例配置(「住宅電單車停車位」)。

(d)(i)(II) 該地段內應提供符合運輸署署長要求的停車位，供根據《道路交通條例》獲發牌的電單車輛停泊，該停車位應以辦公室停車位數目的規定比例配置(「辦公室電單車停車位」)。

(d)(i)(III) 該地段內應提供符合運輸署署長要求的停車位，供根據《道路交通條例》獲發牌的電單車輛停泊，該停車位應以非工業停車位數目的規定比例配置(「非工業電單車停車位」)。

DD. 批地文件特別條款第(44)條規定：

(a)(i) 該地段內應按規定比例配置符合運輸署署長要求的停車位，供貨車上落貨(「上落貨停車位」)。

(a)(ii) 該地段內應提供符合運輸署署長要求的停車位，作為上落客停車處：

(I) 該地段上已建或將建的任何幼稚園每5至8間教室，應配置2個停車處，供學校私家小巴停泊；及

(II) 該地段上已建或將建的任何幼稚園每5至8間教室，應配置1個停車處，供的士和私家車停泊；

就批地文件的條件而言，「貨車」、「學校私家小巴」、「的士」和「私家車」應按《道路交通條例》定義。

EE. 批地文件特別條款第(46)條規定：

(a) 承授人應在整個批地文件年期內土地授予期限內允許運輸署署長、政府、其官員、承包商、代理人、工人以及任何經其授權的人員，無論是否攜帶工具、設備、機械、機器或機動車輛，均可免費自由、不受限制地進出該地段或其任何部分以及其上已建或將建的任何建築物，以便檢查、核實或確認承授人未違反或未遵守批地文件特別條款第(43)、(44)和(45)條規定。

(b) 政府對運輸署署長、政府、其官員、承包商、代理人、工人或任何其他經其授權的人員行使本特別條款第(a)款所賦予的權利而直接或間接、與之相關或附帶造成承授人或任何其他人的任何損失、損害、妨害或干亂，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(c) 承授人應對運輸署署長、政府、其官員、承包商、代理人、工人或任何其他經其授權的人員行使本特別條款第(a)款所賦予的權利而直接或間接引起的、與之相關的或附帶的任何責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償。

FF. 批地文件特別條款第(52)條規定：

(a)和(b) 承授人應自費向署長備存和向運輸署署長提交經運輸署署長批准的圖則，並按照提交給署長並經運輸署署長批准的停車場佈局圖維護停車位、上落貨停車位、停車處及其他區域，包括但不限於升降機、梯台、車輛調度和迴旋處。

(e) 承授人特此：

(i) 同意運輸署署長、署長、政府、其官員、承包商、代理人、工人以及任何經其授權的其他人員，可自行酌情決定查看、使用、複製和修改停車場佈局圖，並可以任何方式(包括但不限於電子方式或透過電子平台)向任何政府部門或第三方(無論是個人、公司、法人團體、公眾人士或其他組織)披露和傳播停車場佈局圖，用於搜尋、檢視、複製、列印、傳播、利用、分析、研究或其他用途，無論是否應公眾或媒體的詢問，或運輸署署長、署長或政府自行決定；及

(ii) 接受並承認，運輸署署長、署長、政府、他們的官員、承包商、代理人、工人以及任何經他們授權的其他人有權自行決定是否查看、使用、複製、修改、披露或傳播本特別條款第(e)(i)款規定的停車場佈局圖。

(f) 為執行本特別條款第(e)款之目的，承授人應取得或促使取得停車場佈局圖知識產權所有人的同意，允許運輸署署長、署長、政府及其官員、承包商、代理人、工人以及經其授權的任何其他人員查看、使用、複製、修改、披露和傳播停車場佈局圖，並允許任何政府部門或第三方搜索、查看、複製、打印、傳播、利用、分析、研究或以其他方式使用停車場佈局圖。

(g) 承授人特此接受並確認，根據本特別條款第(e)款和第(f)款作出的同意，在批地文件年期屆滿或提前終止後仍然有效，並對承授人具有約束力。

(h) 政府對於授人履行或未履行本特別條款第(a)、(b)、(c)、(d)和(f)款項下的任何義務；停車場佈局圖中的任何遺漏或錯誤；運輸署署長、署長、政府、其官員、承包商、代理人、工人或經其授權的任何其他人員行使本特別條款第(e)款項下授予的酌情權和權利；或任何政府部門或第三方依照本特別條款第(e)(i)款的規定，對停車場佈局圖進行搜尋、檢視、複

製、列印、傳播、利用、分析、研究或以其他方式進行任何行為直接或間接造成承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(i) 承授人應對承授人履行或未履行本特別條款第(a)、(b)、(c)、(d)和(f)款項下的任何義務；停車場佈局圖中的任何或遺漏直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償。

GG. 批地文件特別條款第(56)條規定，如果在開發或重新開發該地段或其中任何部分時已安裝預應力地錨，承授人須在預應力地錨的服務年限期間自費定期保養與檢查預應力地錨，使署長滿意並在署長不時絕對酌情要求時提供上述檢驗工程的報告和資料給署長。如果承授人不理會或未能進行上述檢驗工程，署長可立即執行與進行上述檢驗工程。承授人須在要求時償付政府因此產生的費用。

HH. 批地文件特別條款第(57)條規定：

(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材(以下簡稱「廢料」)到公共行人徑、道路或路渠、前濱、海床、污水渠、雨水渠、排水渠或溝渠或其他政府物業(以下簡稱「政府物業」)，承授人須自費清理該等廢料並修復對政府物業造成的損壞。承授人須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求彌償政府並確保其獲得彌償。

(b) 署長可以(但沒有責任)應承授人要求清理上述廢料和修復對政府物業造成的損壞。承授人須在要求時支付因此產生的費用。

II. 批地文件特別條款第(59)條規定：

(a) 承授人須自費建造與保養署長認為必要的該地段邊界內或政府土地內的排水渠及渠道，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。承授人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序自行負責並向政府及其官員作出彌償。

(b) 連接該地段的任何排水渠和污水渠至政府的雨水渠、排水渠及污水渠(如已建及啟用)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承授人負責。承授人須在要求時向政府支付上述連接工程的費用。此外該等連接工程亦可以署長滿意的方式由承授人自費進行。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，必須由承授人自費保養，直至被要求時由承授人移交給政府，並由政府出資負責以後的保養。承授人須在被要求時向政府支付有關上述連接工程的技術檢查之費用。若承授人未能保養在政府土地內修建上述連接工程的任何一段，署長可進行其認為必要的該等工程，承授人須在被要求時向政府支付該等工程的費用。

JJ. 批地文件特別條款第(68)條規定：

(a) 承授人應於2029年3月31日或之前或署長可批准的其他日期，自費按照路政署署長要求或批准的方式、水平、定線、闊度和高度在該地段內及該地段上已建或將要建的建築物內，於批地文件夾附圖則「PLAN A」上A點和C點之間，或路政署署長批准或要求的其他位置搭建、建造並提供支撐及銜接，以接收、連接和支撐從擬建東九龍智慧綠色集體運輸系統(定義見批地文件特別條款第(72)(a)條)的彩虹東站(以下簡稱「擬建彩虹東站」)來往的一條未來行人隧道(以下簡稱「未來行人隧道」)。為此，承授人應在批地文件夾附圖則「PLAN A」上A點和C點之間，或路政署署長批准或要求的其他位置預留一個開口，其內部淨空高度至少3.0米，且內部淨空闊度至少5.5米，和結構樓面高度位於香港主水平基準以上8.0米，或路政署署長批准的其他標高(該開口及支撐和連接在下文中統稱為「新行人隧道開口及連接」)。

(b) 在未來行人隧道投入使用後，以及未來行人隧道存在的整個期間，承授人應允許所有公眾人士每天24小時(或在路政署署長批准或要求的其他時間內)出於所有合法目的，自由且無需支付任何費用，步行或乘坐輪椅，出入、上下、往返新行人隧道開口及連接，以便往返於擬建的彩虹東站和行人連接通道1。未經路政署署長事先書面同意，新行人隧道開口及連接不得用於任何其他用途。

(c) 特此保留權利予政府及其指定的其他人員，可將新行人隧道開口及連接連接至未來行人隧道。政府及其官員、代理人、承包商、工人以及經其授權的任何其他人員有權，在任何時候均可自由、不受限制地進出該地段，無論是否攜帶工具、車輛、機械或設備，以進行未來行人隧道的建設、連接、檢查、維護或改進工程。

(d) 政府對承授人或任何人士因履行或未履行本特別條款項下的任何義務，或因政府、其官員、代理人、承包商、工人以及經其授權的任何其他人士行使或不行使本特別條款第(c)款所賦予的權利而直接或間接產生、與之相關或附帶的任何損失、損害、滋擾或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、滋擾或干擾向政府提出任何索賠。

(e) 為避免疑義，承授人承認並同意，政府不以任何方式保證未來行人隧道將會建成，如果未來行人隧道未能建成，政府對承授人不承擔任何與此相關的或由此產生的任何損失或損害的責任。

(f) 承授人須對承授人、其職員、代理人、承包商和工人履行或不履行本特別條款第(a)和(b)款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第(b)款所定承授人的義務，並不表示承授人意圖將該新行人隧道開口及連接撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第(b)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為避免疑義，根據本特別條款第(a)款規定搭建、建造或提供的整條新行人隧道開口及連接，應計入本特別條款第(21)(c)款規定的總樓面面積的計算中，並且應視為或被視為該地段上已建或將建的建築物的一部分。

(j) (i) 如因該地段或其任何部分進行重建，導致新行人隧道開口及連接或其任何部分需要拆除，承授人應在路政署署長規定的期限內，自費按路政署署長決定和批准的方式、水平、定線、闊度和高度建造和完成新的支撐、銜接、入口或其任何部分，用於接收、連接和支撐未來的行人隧道，令路政署署長滿意。

(ii) 倘若按本特別條款第(j)(i)款建造任何新的支撐、銜接、入口或其任何部分，則本條款中所有提及「新行人隧道開口及連接」之處應視為指新的支撐、銜接、入口或其任何部分，以及新行人隧道開口及連接中未被拆除的部分。

(l) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見批地文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。

KK. 批地文件特別條款第(69)條規定：

(a) 承授人應於 2029 年 3 月 31 日或之前或署長可批准的其他日期，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造並提供行人專用無障礙通道或路徑，以便銜接棕色範圍和行人連接通道 1(以下簡稱「行人連接通道 2」)，令運輸署署長滿意。

(b) 在實施本特別條款第(a)款規定後，承授人應在批地文件整個年期內自費管理和維護行人連接通道 2，使其保持良好且實質性的維修狀態，令運輸署署長滿意。

(c) 除本特別條款第(d)款另有規定外，承授人應於啟用日期(定義見批地文件特別條款第(71)(a)條)或之前，以及此後在批地文件整個年期內，保持行人連接通道2全天24小時開放，供所有公眾人士出於所有合法目的，自由且無需支付任何性質的費用使用(緊急情況除外)。

(d) (i) 如因該地段或其任何部分進行重建，導致行人連接通道 2或其任何部分需要拆除，承授人應在運輸署署長規定的期限內，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造和完成新的行人連接通道或其任何部分，令運輸署署長滿意。

(ii) 倘若按本特別條款第(d)(i)款建造任何新的行人連接通道或其任何部分，則本條款中所有提及「行人連接通道 2」之處應視為指新的行人連接通道或其任何部分，以及行人連接通道2中未被拆除的部分。

(e) 政府對承授人或任何其他人因履行或不履行本特別條款件下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(f) 承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第 (c)款所定承授人的義務，並不表示承授人意圖將該行人連接通道 2撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第(c)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為計算批地文件特別條款第(21)(c)條所規定的總樓面面積，

(i) 如果行人連接通道 2的總樓面面積達到或超過 334 平方米，則行人連接通道 2中 334 平方米的總樓面面積將不予計算；及

(ii) 如果行人連接通道 2的總樓面面積少於 334 平方米，則行人連接通道 2的總樓面面積將不予計算。

(j) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見批地文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。

LL. 批地文件特別條款第(71)條規定：

(a) 承授人應於2029年3月31日或發展局常任秘書長(規劃及地政)(以下簡稱「常任秘書長」)批准的其他日期(以下簡稱「啟用日期」)之前，完成、修繕並向公眾開放行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接，所有工程均須令常任秘書長滿意。

(b) 除政府可要求的任何其他款項外，且在不影響政府根據本條款或其他規定享有的權利的前提下，如承授人未能履行本特別條款第(a)款項下的義務，承授人須按日以港幣 17,480.00 元計算的金額向政府按要求支付定額違約金(而非罰款)。該款項的計算期間自啟用日期翌日起，至行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接全部落成、達到完善狀況並開放予公眾使用之日止(且包括該日)，上述各項工程均須達到常任秘書長滿意的程度。

(c) 就本特別條款而言，常任秘書長就行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接的竣工、適用及向公眾啟用日期所作出的決定，對承授人具有最終約束力。

(d) 為避免疑義，特此同意並聲明，接受任何上述定額違約金的支付並不免除承授人根據此等批地文件條款仍須遵守與履行的任何義務。

6. 對買方造成負擔的租用條件：

A. 批地文件一般條款第4條規定，如果違反批地文件或對毗連或毗鄰土地或對該地段造成任何損害或土壤及地下水污染，而署長認為(署長的決定為最終決定並對承授人具有約束力)有關損害或土壤及地下水污染由承授人使用該地段或對該地段或其部分進行發展或重建或在該地段上開展的任何活動或進行的任何其他工程造成(不論有關使用、發展或重建、活動或工程是否符合批地文件的條件)，承授人應就因此直接或間接產生的所有該等責任、索償、損失、損害、開支、訴訟、費用、要求、法律及司法程序向政府作出彌償並確保其獲得彌償。

B. 批地文件一般條款第10條規定：

(a) 若承授人未能履行、遵守或符合批地文件的條件，政府有權重收並收回該地段或其任何部分，以及該地段或其任何部分上的全部或任何建築物、構築物和工程，承授人在批地文件項下的權利(如僅收回該地段部分，則僅就該部分而言)應完全終止。惟這並不影響政府就任何違反、不遵守或不履行批地文件的條款和條件的行為所享有的權利、救濟和索賠。

(b) 土地被收回後，承授人無權就該地段或其上建築物的價值，或承授人為準備、構建或開發該地段或其任何部分而支出的任何款項，獲得退還任何地價、付款或補償。

C. 批地文件特別條款第(2)條規定：

(a) 承授人確認該地段上存在一些建築物和構築物，並承諾自費拆除上述建築物和構築物(批地文件特別條款第(5)條所述歷史建築除外)。政府對上述建築物和構築物的存在而對承授人造成的任何損害、妨害或干擾，概不承擔任何責任。承授人應對上述建築物和構築物的存在或後續拆除或移除而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償。

(b) 承授人進一步確認，該地段內可能存在墳墓和骨灰甕，並承諾自費移除該等墳墓和骨灰甕(如有)。政府對該等墳墓和骨灰甕(如有)的存在而對承授人造成的任何損害、妨害或干擾，概不承擔任何責任。承授人應對該等墳墓和骨灰甕(如有)的存在或後續拆除或移除而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償。

D. 批地文件特別條款第(19)條規定，未經署長事先書面同意，不得移除或干擾該地段或鄰近地段上生長的任何樹木；署長在授予同意時，可對移植、補償性景觀美化或重新種植施加他認為合適的條件。

E. 批地文件特別條款第(54)條規定：

(a) 如果任何土地需要或已經被分割、排除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該土地內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或承授人按批地文件的條件需要進行的任何其他工程或作任何其他用途，承授人須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與支撐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。承授人須在批地文件年期期間自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程，使其處於良好且修繕妥當的狀態，使署長滿意。

(b) 本特別條款第 (a) 項的任何內容均不得損害政府根據批地文件特別條款（尤其是特別條款第 (53) 條）所享有的權利。

(c) 倘若因為任何構建、平整、開發或承授人進行其他工程或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，承授人須自費進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷而直接或間接引起的、與之相關或附帶任何形式的責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償。

(d) 除了批地文件規定對違反本文件的條件的任何其他權利或濟助外，署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他支承物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。承授人須在要求時歸還政府因此產生的費用連同任何行政費或專業費用及開支。

F. 批地文件特別條款第(58)條規定，承授人須在任何時候，特別是在任何建築、保養、翻新或維修工程(以下簡稱「該工程」)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，避免對該地段或其中任何部分、綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水管(包括但不限於批地文件夾附圖則A1上以藍色線顯示的兩條每條直徑為900 毫米的總水管和一條直徑為 600 毫米的總水管(以下統稱為「該等現有總水管」)、道路、行人路、行人徑、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」)造成任何損壞。承授人在進行上述任何該工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何該等服務設施的位置及水平高度，並提交處理任何該等服務設施一切方面的書面建議給署長，供他審批，但必須在取得署長對該工程及上述建議作出的書面批准後才能進行任何工程。承授人須履行署長對該等服務設施的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復以任何方式進行該工程對該地段或其中任何部分或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分或任何該等服務設施造成的任何損壞、干擾或阻塞(除非署長另作選擇，明渠、污水渠、雨水渠、排水渠或總水管須由署長負責修復，承授人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承授人未能對該地段或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中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，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須在要求時向政府支付該等工程的費用。

G. 批地文件特別條款第(60)條規定：

(a) 承授人承認，現有服務新九龍內地段第6461號A分段和餘段的部分橫向糞渠侵入批地文件夾附圖則A1上以綠色加黑圓圈鑲紫色邊、棕色鑲紫色邊、黃色鑲紫色邊顯示的範圍下面(以下簡稱「鑲紫色邊範圍」，位於鑲紫色邊範圍內的上述橫向糞渠部分以下簡稱「侵入渠」)。

(b) 承授人在其佔有鑲紫色邊範圍或其任何部分期間，應在所有合理時間內允許新九龍內地段第6461號A分段和餘段的政府承租人或承授人、其承包商、工人以及經其授權的任何其他人員，進出鑲紫色邊範圍或其任何部分，以便對侵入渠或其任何部分進行檢查、維修、維護、清潔和更新。

(c) 政府就侵入渠的存在、維修、維護、清潔和更新，或因新九龍內地段第6461號A分段和餘段的政府承租人或承授人、其承包商、工人以及其授權的任何其他人士對侵入渠進行的任何工程，而導致或與之相關造成承授人或任何其他人士的任何損失、損害、妨害或干擾，概不承擔任何責任、義務或賠償。承授人不得就任何此類損害、妨害、干擾或損失向政府或其官員提出任何賠償要求。

H. 批地文件特別條款第(62)條規定：

(a) 承授人在該地段或毗鄰粉紅色間藍斜線範圍的綠色範圍進行任何建築工程之前，必須諮詢香港鐵路有限公司，以確保任何此類工程不會損害、干擾或危及《香港鐵路條例》(第556章)經《兩鐵合併條例》修訂)第2條所界定的香港鐵路(以下簡稱「港鐵」)的任何鐵路工程、構築物、設施或裝置的安全以及港鐵的運作(對此，署長的決定具有最終效力)。如署長要求，承授人須自費採取香港鐵路有限公司可能要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置的安全以及港鐵的運作。

(b) 承授人應遵守所有現行有效與港鐵相關的條例、細則和規章及其任何修訂。

(c) 承授人應自費遵守建築事務監督(及消防處處長)就與港鐵相連或鄰近的任何建築物的建造(包括所用材料)、維修和維護提出的任何特殊要求。

(d) 承授人應允許署長、香港鐵路有限公司及其正式授權的官員、僱員和承包商，無論是否攜帶工具、車輛、機械或設備，自由且不受限制地進出該地段及其上建造的任何建築物，以及毗鄰粉紅色間藍斜線範圍的綠色範圍中尚未根據批地文件特別條款第(9)(b)(i)條交還政府的部分，進行工程和勘測、檢查、

檢驗、維護、改善或發展港鐵之目的。署長及其正式授權的官員、員工和承包商對於因行使本(d)款所賦予的權利而導致或與之相關造成承授人的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就此向署長及其正式授權的官員、員工和承包商提出任何索賠或異議。

I. 批地文件特別條款第(63)條規定：

(a) 就本特別條款而言：

(i) 「該等範圍」指棕色範圍、綠色範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、綠色加黑圓圈範圍和黃色範圍；

(ii) 「水務專用範圍」指：

(I) 該地段和該等範圍內位於批地文件夾附圖則A1上以虛線顯示及標記「10m W.W.R.」的部分；

(II) 該等範圍內位於批地文件夾附圖則A1上以虛線顯示及標記「3m W.W.R.」標記的部分；

(III) 該等範圍內位於批地文件夾附圖則A1上以虛線顯示及標記「5m W.W.R.」的部分；

(IV) 水務監督按下文但書規定劃定的其他範圍，惟水務監督可隨時以書面通知承授人後變更或增加水務專用範圍，或將任何範圍從水務專用範圍中排除。

(b) 未經水務監督事先書面同意，承授人不得在水務專用範圍上、上方、下、之上、之下、之內搭建、建造、設置任何建築物、構築物或建築物或構築物的支撐物(除有蓋行人天橋1的相關部分，以及承授人根據批地文件的條件在該等範圍內建造、修建或提供的建築物或構築物外，惟須遵守批地文件特別條款第(58)條和本特別條款第(e)款的規定)，亦不得在水務專用範圍內放置、堆放或儲存任何物品或材料和停放任何車輛。

(c) 水務監督及其官員、水務監督指定的其他政府部門官員、承包商、被許可人、工人(無論其受僱於水務監督、其他指定的政府部門或其正式授權的承包商或被許可人，無論是否攜帶工具、設備、機械、機器或機動車輛)，均有權隨時自由、不受限制地進出該地段及該等範圍或其任何部分，以便對上述現有總水管或其任何部分，或已鋪設或將要在水務專用範圍鋪設、穿過、下方或內部的其他總水管進行檢查、操作、維護、修理和更新。

(d) 不論是水務監督或本特別條款(c)款所述的任何類別的人員，就行使本特別條款(c)款所賦予的出入權而使承授人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向水務監督或上述任何人員提出索賠。

(e) 承授人應向水務監督提交擬在該地段及該等範圍或其任何部分進行的場地平整工程和建築工程的詳細資料，以獲得其書面批准。在獲得水務監督的批准之前，承授人不得在該地段或該等範圍的任何部分開始進行任何場地平整工程或建築工程。

(f) 水務監督有權以書面通知要求承授人自費拆除或移除在水務專用範圍內放置、儲存或堆放的任何物品或材料，或停放的任何車輛(惟根據批地文件特別條款第(9)(b)(i)、(9)(b)(ii)和(14)條分別將綠色範圍、綠色加黑圓圈範圍和黃色範圍的佔有權交還給政府的部分，以及根據批地文件特別條款第(26)(b)條承授人已終止維護義務的綠色間黑斜線範圍的部分除外)，並修復水務專用範圍遭受的任何損害，以及恢復水務專用範圍的原貌。若承授人疏忽或未能在通知規定的期限內或緊急情況下遵守該通知，水務監督可以進行其認為必要的拆除、清理、修復和恢復工程，承授人應按要求向政府支付該等工程的費用。

(g) 承授人應按要求向政府支付維修和恢復承授人或其僱員、工人及承包商在水務專用範圍內或該等範圍內進行的任何活動而造成該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管有關的任何政府總水管、閥門、閥門井或閥門室及類似設施損壞的費用，並就由此產生的任何索賠、訴訟或要求彌償政府並確保其獲得彌償。

(h) 不得在水務專用範圍內或該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管附近，種植任何長有穿透性根系的樹木或灌叢。未經水務監督事先書面同意，一律不可更改水務專用範圍的場地現況。如擬在水務專用範圍內種植樹木與總水管的距離為2.5米或更小，或須裝設堅固的樹根屏障。樹根屏障必須伸展至水管內底以下位置。

(i) 不得在水務專用範圍內種植植物或放置任何性質的阻礙物，惟可在閘蓋周圍1.5米範圍內或任何消防栓出水掣1米內鋪草。

(j) 如水務監督認為在水務專用範圍內或該等現有總水管附近種植樹木可能對該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管造成損害，則不得在該地點種植任何樹木(水務監督的意見為最終決定，並具有約束力)。如水務監督要求，承授人應自費立即移除經水務監督認定在水務專用範圍內或上述現有總水管附近種植的樹木。

J. 批地文件特別條款第(43)條規定：

(a) (iv) 住宅停車位和訪客停車位不得用於除停放根據《道路交通條例》獲得發牌的機動車輛以外的任何用途，尤其是不得用於存放、陳列或展示車輛作出售或用於其他用途，或提供車輛清潔和美容服務。

(b) (iii) 辦公室停車位和非工業停車位不得用於除停放根據《道路交通條例》獲得發牌的機動車輛以外的任何用途，尤其是不得用於存放、陳列或展示車輛作出售或用於其他用途，或提供車輛清潔和美容服務。

(c) (ii) 傷殘人士停車位不得用於除傷殘人士停放根據《道路交通條例》獲得發牌的機動車輛以外的任何用途，尤其是不得用於存放、陳列或展示車輛作出售或用於其他用途，或提供車輛清潔和美容服務。

(d) (ii) 住宅電單車停車位、辦公室電單車停車位和非工業電單車停車位不得用於除停放根據《道路交通條例》獲得發牌的電單車以外的任何用途，尤其是不得用於存放、陳列或展示車輛作出售或用於其他用途，或提供車輛清潔和美容服務。

K. 批地文件特別條款第(44)條規定：

(b) (i) 上落貨停車位僅用於該地段上已建或將建的建築物內的住宅單位相關的貨車上落貨的用途。每個上落貨停車位必須為3.5米闊及11.0米長，最低淨空高度為4.7米。

(b) (iii) 學校私家小巴停車處僅用於該地段上已建或將建作幼稚園的建築物的學校私家小巴乘客上下車的用途。每個停車處必須為3.5米闊及7.0米長，最低淨空高度為3.6米。

(b) (iv) 的士和私家車停車處僅用於該地段上已建或將建作幼稚園的建築物的的士和私家車乘客上下車的用途。每個停車處必須為2.5米闊及5.0米長，最低淨空高度為2.4米。

L. 批地文件特別條款第(48)(a)條規定，住宅停車位和住宅電單車停車位不得轉讓，除非：

(a) (i) 與發展項目中的住宅單位一併轉讓；或

(ii) 轉讓給已擁有發展項目住宅單位的業主，

但是在任何情況下，不得轉讓總數超過3個住宅停車位和住宅電單車停車位給予發展項目任何一個住宅單位的業主。

M. 批地文件特別條款第(72)條規定：

(a) 承授人應諮詢路政署署長，以確保在該地段上進行的任何工程不會損害、干擾或危及東九龍智慧綠色集體運輸系統的任何工程、構築物、設施或裝置的安全及運作。如路政署署長要求，承授人應自費採取路政署署長要求的預防措施，以確保東九龍智慧綠色集體運輸系統的任何工程、構築物、設施或裝置的安全及運作。就本款(a)而言，「工程」包括但不限於地盤勘測工程、打樁或其他地基工程以及其他土木工程及建築工程。就此等批地文件條款而言：

(i) 「東九龍智慧綠色集體運輸系統」指東九龍智慧綠色集體運輸系統；

(ii) 路政署署長就東九龍智慧綠色集體運輸系統構成所作出的決定為最終決定，對承授人具有約束力。

(b) 承授人應自費遵守建築事務監督、消防處處長以及所有其他相關政府和法定機構就東九龍智慧綠色集體運輸系統相連或鄰近的建築物或構築物的任何部分或多個部分的建造(包括所用材料)、修繕和維護提出的所有要求。

(c) 承授人應允許路政署署長及其正式授權的官員、員工和承包商有權無論是否攜帶工具、車輛、機械或設備，隨時進出該地段或其任何部分，及該地段上已建或將要建的任何建築物或構築物，以進行與東九龍智慧綠色集體運輸系統相關的任何勘測、檢查、檢驗、維護、改進或開發工程。對於行使或不行使本特別條款第(c)款所賦予的權利而直接或間接造成承授人或任何其他人蒙受的任何損失、損害、妨害或干擾，政府概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠或異議。

N. 參閱上文第 5 段。

備註：
1. 本節中提述「承授人」一詞指根據批地文件中的承授人和如文意允許或要求包括其遺囑執行人、遺產管理人、受讓人及(如為法團)其繼承人和受讓人。
2. 本節中提述「該地段」一詞指批地文件中的地段(即「新九龍內地段第6458號)。

1. Description of any facilities that are required under the land grant to be constructed and provided for the Government, or for public use:

A. The area shown coloured pink hatched black on PLAN A1 annexed to the Land Grant (the "Pink Hatched Black Area") shall be laid, formed, paved and surfaced by the Grantee and such street lighting, traffic aids, pavements and other structures as the Director of Lands ("Director") may require shall be provided and installed within the area of the Pink Hatched Black Area at the finished street level together with the air space thereabove extending upwards from the finished street level to a height of 5.1 metres ("the Passage Area").

B. All that portion of the lot shown coloured pink hatched blue on PLAN A1 annexed to the Land Grant ("Pink Hatched Blue Area") and the PSCHB Areas (defined below) shall be laid and formed by the Grantee and such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require shall be provided thereon.

C. (i) Those portions of future public roads to be laid and formed within the area shown coloured green on PLAN A1, PLAN A2 and PLAN A3 annexed to the Land Grant and shown coloured green stippled black on PLAN A1 annexed to the Land Grant (collectively "Green Areas") and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director may in his sole discretion require to be provided and constructed by the Grantee (collectively "the Green Areas Structures").

(ii) Such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings to be provided in the Green Areas.

(iii) Eight lay-bys within the areas shown coloured green stippled black on PLAN A1 annexed to the Land Grant to be laid and formed by the Grantee.

(iv) such improvement works to the road junctions at Clear Water Bay Road/Lung Cheung Road and Fung Shing Street/Ping Ting Road as the Director may require.

(v) Those portions of future public roads to be laid and formed within the area shown coloured green circled black on PLAN AI annexed to the Land Grant ("Green Circled Black Area") and such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director of Lands ("the Director") may in his sole discretion require to be provided and constructed by the Grantee (collectively "Green Circled Black Area Structures").

(vi) Such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings to be provided in the Green Circled Black Area.

D. A public open space shall be erected and constructed within the lot by the Grantee.

E. The area shown coloured yellow on PLAN A1 annexed to the Land Grant (the "the Yellow Area") shall be laid, formed and landscaped by the Grantee.

F. Public LGV Carpark (defined below) shall be provided and maintained within the lot by the Grantee.

G. The area shown coloured brown on PLAN A1 annexed to the Land Grant ("the Brown Area") shall be upheld, managed, maintained and repaired by the Grantee and a paved way shall be constructed, laid and formed on the Brown Area over and along which a right of way is given.

H. Pedestrian subway (including any supports and connections which the Director of Highways and the Commissioner for Transport in their absolute discretion consider necessary for any future extension to the pedestrian subway) shall be provided and maintained within the lot by the Grantee so as to link up the development erected or to be erected on the lot with the Choi Hung MTR Station.

I. New Pedestrian Subway Opening and Connection (defined below) shall be constructed and provided by the Grantee.

J. A covered footbridge shall be erected and constructed and provided by the Grantee within the areas shown coloured green hatched black and stippled black and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 1" on PLAN A1 annexed to the Land Grant ("Covered Footbridge 1").

K. A covered footbridge shall be erected and constructed and provided by the Grantee within the areas shown coloured green and purple and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 2" on PLAN A2 annexed to the Land Grant ("Covered Footbridge 2").

L. Such segregated pedestrian ways or paths within the lot ("the Pedestrian Link 1") shall be constructed and provided by the Grantee for the purposes of linking up together the Pedestrian Subway, the Covered Footbridge 1, the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection and the Pedestrian Link 2.

M. Such segregated pedestrian ways or paths within the lot ("the Pedestrian Link 2") shall be constructed and provided by the Grantee for the purposes of linking up together the Brown Area and the Pedestrian Link 1.

2. Description of any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

See A, B, C, D, E, F and G above

Public open space referred to in item D of paragraph 1 above and Public LGV Carpark referred to in item F of paragraph 1 above form part of the Non-Industrial Portion and are to be managed, operated and maintained by the owner thereof.

Pink Hatched Blue Area and PSCHB Areas referred to in item B in paragraph 1 above is not owned by the owners of the residential properties in the Phase and is managed, operated and maintained by the owner thereof.

3. Size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

Not less than 2,200 square metres or such smaller areas may be approved by the Director whose approval shall be subject to conditions to be imposed at the Director's sole discretion.

4. Description of any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not Applicable.

5. Plan(s) showing locations of the facilities mentioned in 1 and 2, open spaces mentioned in 3 (if any) and those parts of the land mentioned in 4 (if any)

See the plan below in this section.

6. General public's right to use

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in paragraphs 1, 2, 3 and 4 above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the Land Grant or the deed of dedication (as the case may be).

7. Management, operation and maintenance

The facilities mentioned in 2 and open spaces mentioned in 3 (if any) are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Development, and those owners are required to meet a proportion of the expense of managing, operating or maintaining those facilities or open spaces (if any) through the management expenses apportioned to the residential properties concerned.

8. Provisions of the land grant and the deed of dedication (if applicable), and of the deed of mutual covenant in respect of the Development that concern the facilities mentioned in 1 or 2 and open spaces mentioned in 3 (if any), and those parts of the land mentioned in 4 (if any)

A. The Passage Area

Land Grant

Special Condition No. (6)

"(a) Except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the structure or structures referred to in sub-clauses (b) and (h) of this Special Condition) may be erected or constructed on, over, above or within the area shown coloured pink hatched black on PLAN A1 annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") unless a clear space extending upwards from the finished street level of the Pink Hatched Black Area formed in accordance with sub-clause (b) of this Special Condition to a height of not less than 5.1 metres is provided.

(b) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director:

(i) lay, form, pave and surface the Pink Hatched Black Area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve; the area of the Pink Hatched Black Area at the finished street level together with the air space thereabove extending upwards from the finished street level to a height of 5.1 metres is hereinafter referred to as "the Passage Area"; and

(ii) provide and install within the Passage Area such street lighting, traffic aids, pavements and other structures as the Director may require so that vehicular and pedestrian traffic may be carried on the Passage Area.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain in good and substantial repair and condition the Passage Area together with the street lighting, traffic aids, pavements and other structures provided or installed thereon or therein and keep the same clean and tidy in all respects to the satisfaction of the Director.

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

(e) The Government, the Director, his officers, contractors and any other persons duly authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (f) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors and any other persons duly authorized by him conferred under sub-clauses (d) and (f) of this Special Condition or otherwise, and no claim for compensation shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) As from such date as the Director may in his absolute discretion specify (hereinafter referred to as "the Passage Area Operation Date") by notice in writing to the Grantee at any time and thereafter throughout the term hereby agreed to be granted, the Grantee shall permit the Government (including any persons authorized by the Government) and all members of the public at all times for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles and on foot or by wheelchair on, along, to, from and through the Passage Area.

(g) Other than the works referred to in sub-clauses (b) and (c) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director, carry out any works or do or suffer anything to be done which may in the opinion of the Director (whose opinion shall be final and binding on the Grantee) obstruct or interfere with the vehicular traffic and pedestrian passage on foot or by wheelchair on, along, to, from or through the Passage Area.

(h) The Grantee shall at all reasonable times permit:

(i) the Director, his officers, contractors and any other persons authorized by him, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary within the Pink Hatched Black Area; and

(ii) the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part 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 laying, operation, maintenance, repairing, replacement and alteration of any waterworks installations within the Pink Hatched Black Area.

(i) The Government, the Director, the Water Authority, its or their officers and contractors and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons arising out of or incidental to the exercise by the Government, the Director, the Water Authority, its or their officers and contractors and any other persons authorized by it or him of the right conferred under sub-clause (h) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) Subject to Special Condition No. (42) hereof, the Passage Area shall not be used for any purpose other than vehicular traffic and pedestrian passage on foot or by wheelchair or such other purposes as may be required or approved by the Director. No goods shall be placed or stored and no vehicles shall be parked within the Passage Area or any part thereof.

(k) For the purpose of this Special Condition, the decision of the Director as to what constitutes the finished street level shall be final and binding upon the Grantee.

(l) The Passage Area shall be designated as and form part of the Common Areas as referred to in Special Condition No. (40)(a)(v) hereof.

(m) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Passage Area to the public for the right of passage.

(n) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""Development Common Areas and Facilities" means those Common Areas and Facilities which are intended for common use and benefit of the Owners of the Development as a whole and not for the sole benefit of any Owner or group of Owners of the Development, including the following:

(i) the Passage Area;

…"

Deed of Dedication

Not Applicable

B. Pink Hatched Blue Area and the PSCHB Areas

Land Grant

Special Condition No. (7)

"(a) (i) For the purposes of the Conditions hereby agreed to be granted, each of the following expressions shall have the meaning assigned to it as set out below:

(I) "the Pink Hatched Blue Area" means all that portion of the lot shown coloured pink hatched blue on PLAN A1 annexed hereto;

(II) "the Stratum" means all that stratum of land shown coloured pink cross-hatched blue on PLAN A1 annexed hereto between the level of -0.6 metres above the Hong Kong Principal Datum and the level of 6.2 metres above the Hong Kong Principal Datum; and

(III) "the PSCHB Areas" means all those portions of the lot shown coloured pink stippled blue and pink cross-hatched blue on PLAN A1 annexed hereto EXCLUDING the Stratum.

(ii) Except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the structure or structures referred to in sub-clauses (b) and (j) of this Special Condition and the Canopy (if any) referred to in sub-clause (a)(iv) of this Special Condition) may be erected or constructed or placed on, over, under, above, below or within the Pink Hatched Blue Area.

(iii) Subject to Special Condition No. (33) hereof, except with the prior written consent of the Director, no building or structure or support for any building or structure (other than the structure or structures referred to in sub-clauses (b) and (j) of this Special Condition) may be erected or constructed on, over, under, above, below or within the PSCHB Areas.

(iv) The Grantee may, with the prior written consent of the Director and in conformity with any conditions imposed by him, erect and maintain such canopy or canopies that project over and above such part of the Pink Hatched Blue Area at such level and to such extent as the Director may approve (hereinafter collectively referred to as "the Canopy").

(b) The Grantee shall:

(i) on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director), at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, and in all respects to the satisfaction of the Director:

(I) lay and form the Pink Hatched Blue Area and the PSCHB Areas; and

(II) provide and construct such culverts, roads, pavements or such other structures as the Director in his sole discretion may require in the Pink Hatched Blue Area and the PSCHB Areas

so that pedestrian traffic may be carried on the Pink Hatched Blue Area and vehicular and pedestrian traffic may be carried on the PSCHB Areas; and

(ii) on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director,

surface, kerb and channel the Pink Hatched Blue Area and the PSCHB Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

(c) (i) Subject to sub-clause (c)(iii) of this Special Condition, the Grantee shall at his own expense manage and maintain in good repair and condition the Pink Hatched Blue Area or those parts thereof which have not been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition.

(ii) The Grantee shall at his own expense manage and maintain in good repair and condition the PSCHB Areas or those parts thereof which have not been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as the whole of the PSCHB Areas has been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition.

(iii) The Grantee shall at his own expense at all times whether before or after the surrender of the Pink Hatched Blue Area to the Government pursuant to sub-clause (g)(i) of this Special Condition, maintain the Canopy (if any) in good repair and condition in all respects to the satisfaction of the Director. The Grantee 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 existence of the Canopy, the state and condition of the Canopy, the lack of repair or maintenance of the Canopy or otherwise in connection with the Canopy. The Grantee shall at his own expense when called upon to do so by the Director at any time demolish and remove the Canopy or any part thereof within such time as the Director may require.

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

(e) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area in accordance with sub-clause (g)(i) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area or any part thereof.

(ii) The Grantee shall at all reasonable times prior to the surrender of the whole of the PSCHB Areas in accordance with sub-clause (g)(i) of this Special Condition permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b) and (c) of this Special Condition and the carrying out, inspecting, checking and supervising of the works under sub-clause (d) of this Special Condition and any other works which the Director may consider necessary in the PSCHB Areas or any part thereof.

(f) The Government, the Director, his officers, contractors and any other persons authorized by him, shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (h) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors and any other persons authorized by him under sub-clauses (d), (e) and (h) of this Special Condition or otherwise, and no claim for compensation shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) (i) (I) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender to the Government the Pink Hatched Blue Area (except, for the avoidance of doubt, the airspace or the area (as the case may be) occupied by the Canopy, if any) or any part or parts thereof as the Director may specify with vacant possession free from incumbrances and without any payment or compensation whatsoever payable by the Government to the Grantee and for this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require provided always that the Government shall be under no obligation to accept the surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when it sees fit. For the avoidance of doubt, the Grantee shall continue to maintain the Canopy throughout the term hereby agreed to be granted in accordance with sub-clause (c)(iii) of this Special Condition notwithstanding the surrender of the Pink Hatched Blue Area.

(II) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender to the Government the PSCHB Areas or any part or parts thereof as the Director may specify with vacant possession free from incumbrances and without any payment or compensation whatsoever payable by the Government to the Grantee and for this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require provided always that the Government shall be under no obligation to accept the surrender of the PSCHB Areas or any part or parts thereof at the request of the

Grantee, but may do so as and when it sees fit. For the avoidance of doubt, the Stratum does not form part of the PSCHB Areas and will not be surrendered under this sub-clause (g)(i)(II).

(ii) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any interest therein or any building or part of any building thereon or enter into any agreement so to do prior to the surrender of the whole of the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) and the whole of the PSCHB Areas pursuant to sub-clause (g)(i) of this Special Condition unless and until the Grantee has carved out from the lot the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) and the PSCHB Areas to the satisfaction of the Director provided that this sub-clause (g)(ii) shall not apply to an assignment of the lot as a whole as provided in Special Condition No. (38) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease which complies with the terms and conditions of Special Condition No. (37)(c) hereof or a building mortgage as provided in Special Condition No. (37)(d) hereof. Prior to the said carving-out, the Grantee shall submit to the Director for his approval in writing the carving out document or documents. For the avoidance of doubt, the Stratum shall not be carved out from the lot under this sub-clause (g)(ii).

(iii) Save as provided in sub-clause (g)(i) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director, assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area and the PSCHB Areas or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (g)(iii) shall not apply to an assignment of the lot as a whole as provided in Special Condition No. (38) hereof or a building mortgage under Special Condition No. (37)(d) hereof.

(h) (i) The Grantee shall, after the works in respect of the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) as required under sub-clause (b) of this Special Condition have been completed to the satisfaction of the Director and before the surrender of the whole of the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any) to the Government in accordance with sub-clause (g)(i) of this Special Condition, at all times during the day and night permit the Government (including any persons authorized by the Government) and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair on, along, to, from, through and over the Pink Hatched Blue Area (except the airspace or the area (as the case may be) occupied by the Canopy, if any).

(ii) As from such date as the Director may in his absolute discretion specify by notice in writing to the Grantee at any time and thereafter until the whole of the PSCHB Areas has been surrendered to the Government in accordance with sub-clause (g)(i) of this Special Condition, the Grantee shall at all times during the day and night permit the Government (including any persons authorized by the Government) and all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass by vehicles and on foot or by wheelchair on, along, to, from, through and over the PSCHB Areas.

(i) (i) The Grantee shall not use the Pink Hatched Blue Area or any part or parts thereof for any purpose other than pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods shall be placed or stored and no vehicles shall be parked within the Pink Hatched Blue Area or any part thereof.

(ii) The Grantee shall not use the PSCHB Areas or any part or parts thereof for any purpose other than vehicular traffic and pedestrian passage (on foot or by wheelchair) or such other purposes as the Director in his sole discretion may approve. No goods shall be placed or stored and no vehicles shall be parked within the PSCHB Areas or any part thereof.

(j) The Grantee shall at all reasonable times permit the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of carrying out any works as the officers of the Water Authority or such authorized persons may require in relation to the laying, operation, maintenance, repairing, replacement and alteration of any waterworks installations within the Pink Hatched Blue Area or any part thereof or the PSCHB Areas or any part thereof.

(k) The Government, the Director, the Water Authority, their officers and contractors and any other persons authorized by them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons arising out of or incidental to the exercise by the Government, the Director, the Water Authority, their officers and contractors and any other persons authorized by them of the rights conferred under sub-clause (j) of this Special Condition, and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (h) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area and the PSCHB Areas or any part thereof to the public for the right of passage.

(m) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (h) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(n) The Grantee accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area and the PSCHB Areas or any part or parts thereof in accordance with sub-clause (g)(i) of this Special Condition, he may not be able to attain the maximum gross floor area permitted under Special Condition No. (21)(c) hereof due to the reduction in the area of the lot or otherwise. The Government shall have no liability, and the Grantee shall have no claim for

compensation or refund of premium or otherwise against the Government, if the maximum gross floor area permitted under Special Condition No. (21)(c) hereof cannot be attained."

Deed of Mutual Covenant

Not Applicable

Deed of Dedication

Not Applicable

C. Green Areas and Green Circled Black Area

Land Grant

Special Condition No. (8)

"(a) (i) The Grantee shall:

(I) on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director at his own expense, in such manner with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:

(A) lay and form those portions of future public roads shown coloured green on PLAN A1, PLAN A2 and PLAN A3 annexed hereto and shown coloured green stippled black on PLAN A1 annexed hereto (hereinafter collectively referred to as "the Green Areas") and provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads, lay-bys or such other structures as the Director in his sole discretion may require (other than the Covered Footbridge 2 to be constructed under Special Condition No. (35) hereof) (hereinafter collectively referred to as "the Green Areas Structures") so that vehicular and pedestrian traffic may be carried thereon;

(B) surface, kerb and channel the Green Areas and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require;

(C) without prejudice to the generality of sub-clause (a)(i)(I)(A) of this Special Condition, lay and form a total of eight (or such other number as may be approved or required by the Director) lay-bys within the areas shown coloured green stippled black on PLAN A1 annexed hereto; and

(D) carry out such improvement works to the road junctions at Clear Water Bay Road/ Lung Cheung Road and Fung Shing Street/Ping Ting Road as the Director may require; and

(II) within 60 calendar months from the date (Note: the Government has granted an extension of that date to 17 July 2027) hereby agreed to be granted or within such other extended periods as may be approved by the Director at his own expense, in such manner with such materials and to such standards, levels, alignment and designs as the Director shall approve and in all respects to the satisfaction of the Director:

(A) lay and form those portions of future public roads shown coloured green circled black on PLAN A1 annexed hereto (hereinafter referred to as "the Green Circled Black Area") and provide and construct such bridges, tunnels, over-passes under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Green Circled Black Area Structures") so that vehicular and pedestrian traffic may be carried thereon; and

(B) surface, kerb and channel the Green Circled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

(ii) The Grantee shall maintain in good repair and condition at his own expense to the satisfaction of the Director:

(I) the Green Areas or any part thereof which has not been re-delivered to the Government in accordance with Special Condition No. (9) hereof together with the Green Areas Structures and all structures, surfaces, gullies, sewers, drains, pavements, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the whole of the Green Areas has been re-delivered to the Government in accordance with Special Condition No. (9) hereof but subject to Special Condition No. (35)(b)(i) hereof; and

(II) the Green Circled Black Area or any part thereof which has not been re-delivered to the Government in accordance with Special Condition No. (9) hereof together with the Green Circled Black Area Structures and all structures, surfaces, gullies, sewers, drains, pavements, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein until such time as possession of the whole of the Green Circled Black Area has been re-delivered to the Government in accordance with Special Condition No. (9) hereof.

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

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition

or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance."

Special Condition No. (9)

"(a) For the purpose only of carrying out the necessary works specified in Special Condition Nos. (8)(a) and (35)(a) hereof, the Grantee shall on the date hereby agreed to be granted be granted possession of the Green Areas and the Green Circled Black Area.

(b) (i) The Green Areas or any part thereof as the Director may at any time or times require shall be re-delivered to the Government on demand and in any event the Green Areas shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions hereby agreed to be granted have been complied with to his satisfaction provided that the Green Areas to be re-delivered or deemed to have been re-delivered to the Government under this sub-clause (b)(i) will not include the Covered Footbridge 2 referred to in Special Condition No. (35) hereof which shall only be handed over to the Government when called upon to do so under Special Condition No. (35)(j) hereof.

(ii) The Green Circled Black Area or any part thereof as the Director may at any time or times require shall be re-delivered to the Government on demand and in any event the Green Circled Black Area shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Conditions hereby agreed to be granted have been complied with to his satisfaction.

(c) The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Circled Black Area or any part thereof allow free access over and along the Green Areas and the Green Circled Black Area or any part thereof for all Government and public vehicular and pedestrian traffic without any payment and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (8)(a) hereof or otherwise."

Special Condition No. (10)

"Except as provided in Special Condition No. (35) hereof, the Grantee shall not without the prior written consent of the Director use the Green Areas or the Green Circled Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than for the carrying out of the works specified in Special Condition No. (8) hereof."

Special Condition No. (11)

"(a) The Grantee shall at all reasonable times while he is in possession of the Green Areas and the Green Circled Black Area or any part thereof:

(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Circled Black Area or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (8)(a), (35)(a) and (35)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (8)(b) hereof and any other works which the Director may consider necessary in the Green Areas and the Green Circled Black Area or any part thereof;

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

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Areas and the Green Circled Black Area or any part 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 waterworks installations within the Green Areas and the Green Circled Black Area or any part thereof.

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

Special Condition No. (58)

"the Grantee 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, demolition, renewal or repair work (hereinafter referred to as "the said Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drain, waterway or watercourse, water main (including but not limited to the two water mains each with a diameter of 900 millimetres and one water main with a diameter of 600 millimetres as shown and marked by a blue line on PLAN A1 annexed hereto (hereinafter collectively referred to as "the said Existing Water Mains")), road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the said 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 said 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 said Works and to such aforesaid proposals. The Grantee 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 Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas or any of the Services in any manner arising out of the said 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 Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas 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 Grantee shall pay to the Government on demand the cost of such works."

Special Condition No. (62)

"(a) Prior to the commencement of any building works whatsoever on the lot or on those parts of the Green Areas adjoining the Pink Hatched Blue Area, the Grantee shall consult the MTR Corporation Limited so as to ensure that any such works do not damage, interfere with or endanger any railway works, structures, facilities or installations or the safe operation of the Mass Transit Railway as defined under Section 2 of the Mass Transit Railway Ordinance, Cap. 556 (as amended by the Rail Merger Ordinance) (hereinafter referred to as "the Mass Transit Railway") (as to which the decision of the Director shall be conclusive) and if required by the Director, the Grantee shall, at his own expense, take such precautions as may be required by the MTR Corporation Limited to ensure the safety of any railway works, structures, facilities or installations and the operation of the Mass Transit Railway.

(b) The Grantee shall observe and comply with all Ordinances, by-laws and regulations for the time being in force and relating to the Mass Transit Railway and any amendments thereto.

(c) The Grantee shall at his own expense comply with all special requirements of the Building Authority (and the Director of Fire Services) in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or in close proximity to the Mass Transit Railway.

(d) The Grantee shall, at all times, permit the Director, the MTR Corporation Limited and their duly authorized officers, servants and contractors the right of free and unrestricted ingress, egress and regress to, from and through the lot and any building or buildings erected thereon and those parts of the Green Areas adjoining the Pink Hatched Blue Area which have not been re-delivered to the Government in accordance with Special Condition No. (9)(b)(i) hereof at all times with or without tools, vehicles, machinery or equipment to carry out works, and for the purposes of any survey, inspection, examination, maintenance, improvement or development in connection with the Mass Transit Railway. The Director and his duly authorized officers, servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause (d) and no claim or objection shall be made against him or them by the Grantee."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""Off-site Areas" means "the Green Areas" (defined in Special Condition No.(8)(a)(i)(I)(A) of the Government Grant), "the Green Areas Structures" (defined in Special Condition No.(8)(a)(i)(I)(A) of the Government Grant), "the Green Circled Black Area" (defined in Special Condition No.(8)(a)(i)(II)(A) of the Government Grant), "the Green Circled Black Area Structures" (defined in Special Condition No.(8)(a)(i)(II)(A) of the Government Grant), "the Yellow Area" (defined in Special Condition No.(13)(a)(i) of the Government Grant), "the Brown Area" (defined in Special Condition No.(25)(a) of the Government Grant), "the Paved Way" (defined in Special Condition No.(25)(b) of the Government Grant), "the Green Hatched Black Area" (defined in Special Condition No.(26)(a) of the Government Grant), and "the Green Cross-hatched Black Area" (defined in Special Condition No.(27)(a) of the Government Grant)"

""Insurance Applicable Areas" means the Common Areas and Facilities, Slope Structures and the Off-site Areas (until possession of which is delivered to the Government)."

Paragraph 17 of Part C of Schedule 5

"All expenses in relation to the Off-site Areas (until possession of which is delivered to the Government) under the Government Grant."

Paragraph 1(n) of Schedule 4 (Owner's Covenant)

"1. Use and activities

(n) No Owner shall do or permit or suffer to be done any act or thing whereby any insurance on the Development, Land [or Insurance Applicable Areas may become void or voidable or whereby the premia for any such insurance may be increased and in the event of any breach of this covenant by any Owner, in addition to any other liability incurred thereby, such Owner shall be liable for the amount of any increase in premium caused by or on account of such breach."

Paragraph 4 of Schedule 6 (Manager's Power)

"4. Prevention of Erosion

To prevent so far as is possible any refuse or other matter being deposited, washed, eroded or falling from the Development onto any part of any public roads or any road-culverts, sewers, drains, nullahs or other Government property and to remove any such matter therefrom and to ensure that no damage is done to any part of any Government property or any drains, waterways, watercourses, water mains, roads, footpaths, street furniture, sewers, nullahs, pipes, cables, wires, utility services or other works or installations being in, under, over or adjacent to the Land or any Off-site Areas by reason of any maintenance or other works carried out by the Manager as herein provided and to make good any such damage."

Paragraph 2(a) of Schedule 6 (Manager's Power)

"2. Insurance

(a) To insure and keep insured the Insurance Applicable Areas and all parts thereof as comprehensively as reasonably possible and in particular to the full new reinstatement value against loss or damage by fire

or such other perils as the Manager shall reasonably deem fit (unless otherwise directed by the Owners' Corporation), and to effect insurances against occupiers' liability, public liability and employer's liability in respect of the Manager's employees employed within or exclusively in connection with the management of the Development, workmen compensation or other insurance as the Manager shall deem necessary with some reputable insurance company(ies) in the name of the Manager for and on behalf of the Owners for the time being of the Land and in the Development according to their respective interests and in such sum or sums as the Manager shall deem fit and to pay all premia required to keep such insurance policies in force."

Paragraph 22 of Schedule 6 (Manager's Power)

"21. Matters outside boundary

To carry out and perform, in relation to the Off-site Areas (to the extent that the same has not been re-delivered to the Government in accordance with the Government Grant), all acts, activities and works required by the Government Grant, the law or insurers of insurance taken out in relation thereto, or which are deemed appropriate by the Manager for performing and complying with the provisions of the Government Grant, the law or those insurers in relation to the same."

Clause 4.7.3

"The Manager (unless otherwise directed by the Owners' Corporation) shall be responsible for taking out and updating insurance to the full new reinstatement value in respect of loss or damage by fire and other risks in respect of the Insurance Applicable Areas and also for insurance covering public liability, occupier's liability and employer's liability."

Deed of Dedication

Not Applicable

D. Public Open Space

Land Grant

Special Condition No. (12)

"(a) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director) at his own expense and to the satisfaction of the Director erect, construct and provide within the lot a public open space of not less than 2,200 square metres or such smaller area as may be approved by the Director whose approval shall be subject to conditions to be imposed at the Director's sole discretion (which may include payment of premium and administrative fee) (the public open space to be provided under this Special Condition being hereinafter referred to as "the Public Open Space"). The Public Open Space shall be located, formed, serviced, landscaped, planted, treated and provided in such manner, with such materials and with such equipment and facilities at the expense of the Grantee as the Director may require and in all respects to his satisfaction.

(b) The Grantee shall throughout the term hereby agreed to be granted at his own expense manage, upkeep, clean and maintain in good and substantial repair and condition the Public Open Space in all respects to the satisfaction of the Director.

(c) Upon the completion of the works referred to in sub-clause (a) of this Special Condition, the Grantee shall permit all members of the public for lawful active and passive recreational purposes (subject to any conditions, requirements and restrictions imposed by the Director as hereinafter referred to) at all times during the day and night (or at such other times or hours as the Director may approve or require) to pass and repass on, along, over, by and through and to enjoy the Public Open Space together with the equipment and facilities provided thereon freely and without payment of any nature whatsoever. The use of (including but not limited to the activities that may be carried on) the Public Open Space shall in all respects be subject to the conditions, requirements and restrictions that the Director may impose at any time and from time to time and the Grantee shall observe and comply with such conditions, requirements and restrictions.

(d) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Open Space or any part or parts thereof to the public for right of passage or enjoyment.

(e) It is hereby expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise, and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

Special Condition No. (34)

"…

(f) The Grantee shall at all times during the day and night throughout the period during which the Covered Footbridge 1 is in existence or such other hours as the Director may approve permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 1 for gaining access to and from the Public Open Space, Clear Water Bay Road and the Pedestrian Subway Opening and Connection via the Pedestrian Link referred to in Special Condition No. (36) hereof.

…"

Special Condition No. (36)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense and to the satisfaction of the C for T construct and provide such barrier-free segregated pedestrian ways or paths for the purposes of linking up together the Pedestrian Subway, the Covered Footbridge 1, the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) hereof) and the Pedestrian Link 2 (as defined in Special Condition No. (69)(a) hereof) with such widths, at such positions and to such levels and alignments as the C for T shall require or approve (hereinafter referred to as "the Pedestrian Link 1").

(b) After compliance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Pedestrian Link 1 in good and substantial repair and condition to the satisfaction of the C for T.

(c) (i) Subject to sub-clause (d) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) hereof) and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Link 1 open for the use by all members of the public 24 hours a day (except under emergency situation), except the portion on B2/F of the development connecting the Pedestrian Subway (hereinafter referred to as "B2/F Portion") which shall be opened for the use by all members of the public during the opening hours of the Choi Hung MTR Station, and the portion on B1/F of the development connecting the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) hereof) (hereinafter referred to as "B1/F Portion") which shall be opened for the use by all members of the public 24 hours a day (or during such other hours as may be approved or required by the D of Hy) on foot or by wheelchair for all lawful purposes freely and without payment of any nature whatsoever.

(ii) For the purpose of sub-clause (c)(i) of this Special Condition, B2/F of the development and B1/F of the development shall be as shown on the Approved Master Layout Plan (as defined in Special Condition No. (64)(a) hereof) and the decision of the C for T as to what constitute "B2/F Portion" and "B1/F Portion" shall be final and binding on the Grantee.

(d) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Link 1 or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the C for T at the Grantee's own expense and to the satisfaction of the C for T, replace the same by the construction and completion of such new pedestrian link or any part or parts thereof with such widths, at such positions and to such levels and alignments as the C for T shall require or approve.

(ii) In the event that any new pedestrian link or any part or parts thereof are constructed under sub-clause (d)(i) of this Special Condition, all references to "the Pedestrian Link 1" in these Conditions shall be deemed to refer to the new pedestrian link or such part or parts thereof and such part or parts of the Pedestrian Link 1 not demolished.

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Link 1 to the public for the right of passage.

(h) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the avoidance of doubt, the whole of the area of the Pedestrian Link 1 shall be included in the calculation of the total gross floor area stipulated in Special Condition No. (21)(c) hereof.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) hereof) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any)) under this Special Condition are joint and several."

Special Condition No. (40)

"(a) Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not assign, mortgage, charge or part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or enter into any agreement so to do except by way of an assignment or other disposal of undivided shares in the whole of the lot together with the right to the exclusive use and occupation of individual floors and units in any building or buildings erected thereon and even then such assignment or other disposal shall be subject to the following conditions:

…

(ix) unless the Director may otherwise direct, require or approve, the DMC must contain, inter alia, provisions to the effect that the owners of the residential units, the owners of the Residential Parking Spaces referred to in Special Condition No. (43)(a)(i) hereof and the owners of the Residential Motor Cycle Parking Spaces referred to in Special Condition No. (43)(d)(i)(l) hereof (hereinafter collectively referred to as "the Residential Owners") will not be liable to contribute to the costs of management and maintenance of the Public Open Space and that such costs shall be borne by and apportioned between the owners of the lot other than the Residential Owners.

…"

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

"Non-Industrial Portion" means the non-domestic unit in the Development (which is the "Non-Industrial Portion"

referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within the Subsequent Phase concerned) (collectively the "Specified Areas" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

…

(s) the Public Open Space;

…"

""**Public Open Space**" means "the Public Open Space" referred to in Special Condition No.(12)(a) of the Government Grant which is for identification purpose coloured as such on or any Subsequent Phase Sub-Deed Plans."

Paragraph 10 of Schedule 8

"10. Public Open Space

The Residential Owners will not be liable to contribute to the costs of management and maintenance of the Public Open Space and that such costs shall be borne by and apportioned between the Owners of the Development other than the Residential Owners. "Residential Owners" for the purpose of this paragraph 10 means the Owners of the Residential Units and the Owners of the Residential Private Parking Spaces."

Deed of Dedication

Not Applicable

E. Yellow Area

Land Grant

Special Condition No. (13)

"(a) (i) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) (or within such other extended periods as may be approved by the Director), at his own expense, lay, form and landscape the area shown coloured yellow on PLAN A1 annexed hereto (hereinafter referred to as "the Yellow Area") as a landscaping area in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director.

(ii) The Grantee shall at his own expense manage, upkeep, clean and maintain in good and substantial repair and condition the Yellow Area (or any part thereof possession of which has not been re-delivered to the Government in accordance with Special Condition No. (14) hereof) and everything forming a portion thereof or pertaining thereto in all respects to the satisfaction of the Director until such time as possession of the Yellow Area (or such part thereof, as the case may be) has been re-delivered to the Government in accordance with Special Condition No. (14) hereof.

(b) Upon completion of the works referred to in sub-clause (a)(i) of this Special Condition and before possession of the Yellow Area shall have been re-delivered to the Government in accordance with Special Condition No. (14) hereof, the Grantee shall permit all members of the public for all lawful purposes at all times during day and night or at such other times or hours as the Director may approve or require to pass and repass on, along, over, by and through and to enjoy the Yellow Area (or any part thereof possession of which has not been re-delivered to the Government in accordance with Special Condition No. (14) hereof) together with the equipment and facilities provided thereon as a landscaping area freely and without payment of any nature whatsoever.

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

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

Special Condition No. (58)

"the Grantee 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, demolition, renewal or repair work (hereinafter referred to as "the said Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drain, waterway or watercourse, water main (including but not limited to the two water mains each with a diameter of 900 millimetres and one water main with a diameter of 600 millimetres as shown and marked by a blue line on PLAN A1 annexed hereto (hereinafter collectively referred to as "the said Existing Water Mains")), road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the said 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 said 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 said Works and to such aforesaid proposals. The Grantee 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 Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas or any of the Services in any manner arising out of the said 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 Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green

Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas 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 Grantee shall pay to the Government on demand the cost of such works."

Special Condition No. (63)

"(a) For the purposes of this Special Condition:

(i) the expression "the said Areas" means the Brown Area, the Green Areas, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Green Circled Black Area and the Yellow Area;

(ii) the expression "the Waterworks Reserve" means

(I) those parts of the lot and the said Areas which are inside the area marked by broken dotted line and "10m W.W.R." on PLAN A1 annexed hereto;

(II) those parts of the said Areas which are inside the area marked by broken dotted line and "3m W.W.R." on PLAN A1 annexed hereto;

(III) those parts of the said Areas which are inside the area marked by broken dotted line and "5m W.W.R." on PLAN A1 annexed hereto; and

(IV) other areas included by the Water Authority under the proviso hereinafter appearing provided that the Water Authority may at any time or times by notice in writing to the Grantee vary or add to the areas to be included in the Waterworks Reserve or exclude any areas from the Waterworks Reserve.

(b) Except with the prior written consent of the Water Authority, no building or structure or support for any building or structure (other than the relevant portion of the Covered Footbridge 1, and building or structures required to be erected, constructed or provided within the said Areas or any part thereof by the Grantee under the Conditions hereby agreed to be granted, subject to Special Condition No. (58) hereof and sub-clause (e) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within the areas of the Waterworks Reserve and no object or material shall be placed, stacked or stored and no vehicles shall be parked within the Waterworks Reserve.

(c) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot and the said Areas or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the said Existing Water Mains or any part thereof or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve.

(d) Neither the Water Authority nor any of the classes of persons referred to in sub-clause (c) of this Special Condition shall incur or be under any liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the said rights of ingress, egress and regress conferred under sub-clause (c) of this Special Condition and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall submit to the Water Authority for its written approval details of the site formation works and building works to be carried out on the lot and the said Areas or any part thereof. No site formation works or building works shall be commenced on the lot or any part of the said Areas before the Grantee shall have obtained the approval of the Water Authority to such site formation works and building works.

(f) The Water Authority shall also be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove any objects or material placed, stored or stacked or to remove any vehicles parked on or within the Waterworks Reserve (except those parts of the Green Areas, the Green Circled Black Area and the Yellow Area possession of which have been redelivered to the Government pursuant to Special Condition Nos. (9)(b)(i), (9)(b)(ii) and (14) hereof respectively and those parts of the Green Hatched Black Area in respect of which the Grantee's obligation to maintain has ceased pursuant to Special Condition No. (26)(b) hereof) and to make good any damage done to the Waterworks Reserve and to reinstate the Waterworks Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Water Authority may carry out such removal, demolition, making good and reinstatement works as it may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(g) The Grantee shall on demand pay to the Government the costs of repairing and reinstating any government water mains, valves, valve pits or chambers and the like relating to the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve which are damaged by the Grantee or by any activities carried out on, over, under, above, below or within the lot or the said Areas by the Grantee, his servants, workmen and contractors and shall indemnify and keep indemnified the Government against any claim, action or demand arising therefrom.

(h) No trees or shrubs with penetrating roots shall be planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve. No change of existing site condition may be undertaken within the Waterworks Reserve without the prior written consent of the Water Authority. Rigid root barriers shall be required if the clear distance between any proposed tree and the water mains within the Waterworks Reserve is 2.5 metres or less, and the barrier must extend below the invert level of the pipe.

(i) No planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet.

(j) No tree may be planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains if in the opinion of the Water Authority the planting of tree at the location may result in damage being caused to the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve (as to which the opinion of the Water Authority shall be final and binding on the Grantee). The Grantee shall at his own expense immediately remove such trees as planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains and identified by the Water Authority, if so required by the Water Authority."

Deed of Mutual Covenant

See provisions in "Green Areas and Green Circled Black Area".

Deed of Dedication

Not Applicable

F. Public LGV Carpark

Land Grant

Special Condition No. (21)

"Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No. 6) of the lot or any part thereof:

…

(c) (iv) Out of the total Non-I/R GFA ,

…

(III) not less than 5,675 square metres shall be used for the purposes of providing the Public LGV Carpark as required to be provided under Special Condition No. (22) hereof and for no other purpose."

Special Condition No. (22)

"(a) The Grantee shall on or before the date specified in Special Condition No. (17) hereof provide and maintain within the lot to the satisfaction of the Director a public carpark for light goods vehicles which shall contain not less than 75 spaces for the parking of light goods vehicles together with the relevant means of access and circulation spaces and such other areas or facilities as the Director may approve (hereinafter referred to as "the Public LGV Carpark"). Each of the parking spaces so provided shall occupy an area of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres.

(b) Notwithstanding Special Condition No. (70)(a) hereof, the parking spaces provided under sub-clause (a) of this Special Condition shall be made available, whether by way of tenancies or licences, to the members of the public at all times for short-term parking of licensed light goods vehicles, on hourly, daily or monthly basis or such other basis as may be approved in writing by the Commissioner for Transport (hereinafter referred to as "C for T").

(c) The Grantee shall submit or cause to be submitted to the Director for his written approval a layout plan for the Public LGV Carpark indicating the layout of the parking spaces, relevant means of access, circulation spaces and such other areas and spaces as may be required by the Director, and the layout of the Public LGV Carpark shall in all respects be designed, provided and maintained in accordance with the approved layout plan for the Public LGV Carpark to the satisfaction of the Director.

(d) The parking spaces provided under sub-clause (a) of this Special Condition shall not be used for any purpose other than for the parking of light goods vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise. The relevant means of access, circulation spaces and such other areas and spaces as may be required by the Director within the Public LGV Carpark shall not be used for any purposes other than the purposes for which they are designed, constructed and intended to be used in accordance with the Conditions hereby agreed to be granted and the approved layout referred to in sub-clause (c) of this Special Condition.

(e) For the avoidance of doubt, the Public LGV Carpark shall be included for the purpose of calculating the total gross floor area stipulated in Special Condition No. (21)(c) hereof.

(f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (a) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public LGV Carpark or any part or parts thereof or any part or parts of the lot to the public for the right of passage.

(g) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (a) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

Special Condition No. (23)

" Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not throughout the term hereby agreed to be granted assign, mortgage, charge, demise, underlet or part with the possession of or otherwise dispose of the Public LGV Carpark or any part thereof or any interest therein or enter into any agreement so to do except in accordance with Special Condition No. (22)(b) hereof or Special Condition No. (70)(b)(i) hereof."

Special Condition No. (24)

"After the completion of the Public LGV Carpark referred to in Special Condition No. (22) hereof, the Grantee shall commence to operate the Public LGV Carpark, and throughout the term hereby agreed to be granted, continue to operate and manage the Public LGV Carpark at all times on a scale and in a manner to the satisfaction of the Director and in all respects comply with all Ordinances, bye-laws and regulations relating to public motor vehicle car parks which are or may at any time be in force in Hong Kong."

Special Condition No. (70)

"(a) Without prejudice to Special Condition No. (37) hereof, the Grantee shall not, except as provided in sub-clause (b) of this Special Condition, throughout the term hereby agreed to be granted—

(i) assign, mortgage, charge (except by way of a building mortgage under Special Condition No. (37)(d) hereof), demise, underlet, part with possession of or otherwise dispose of the building or buildings or such part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes, including the Historic Buildings, the kindergarten to be provided under Special Condition No. (21)(c)(iv)(I), the said RCHE, the Public LGV Carpark, the portion of the Pedestrian Subway within the Stratum, the Pedestrian Link 1, the Pedestrian Link 2, the New Pedestrian Subway Opening and Connection, the Office Parking Spaces

(excluding the Parking Spaces for Disabled Persons), the Non-Industrial Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Office Motor Cycle Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the lay-bys provided under Special Condition No. (44)(a)(ii) hereof, and such accommodation and facilities as the Director may consider appropriate (hereinafter collectively referred to as the "Non-Industrial Portion"), any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or

(ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the Non-Industrial Portion or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do.

(b) Subject to sub-clause (c) of this Special Condition, the Grantee may—

(i) after these Conditions shall have been complied with in all respects to the satisfaction of the Director, assign, mortgage or charge the Non-Industrial Portion but only as a whole and not a part thereof or any interest therein or enter into any agreement so to do; or

(ii) at any time whether prior to or after these Conditions shall have been complied with in all respects to the satisfaction of the Director, underlet the Non-Industrial Portion or any part thereof or enter into any agreement so to do provided that the tenancy or lease of the Non-Industrial Portion or any part thereof shall comply with the following terms and conditions—

(I) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;

(II) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(III) no premium shall be paid by the tenant or lessee;

(IV) the rent payable shall not exceed a rack rent;

(V) no rent shall be payable in advance for a period greater than 12 calendar months;

(VI) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(VII) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.

(c) Prior to the assignment, mortgage, charge or underletting of the Non-Industrial Portion under sub-clause (b) of this Special Condition or any agreement so to do, the Grantee—

(i) shall at his own expense delineate in a manner acceptable to the Director the Non-Industrial Portion and shall not alter the agreed delineation without the prior written approval of the Director; and

(ii) shall at his own expense submit to the Director for his written approval a deed poll setting out the number of undivided shares in the whole of the lot to be allocated to the Non-Industrial Portion, having regard to the proportion which the gross floor area of the Non-Industrial Portion shall bear to the gross floor area of all the buildings erected or to be erected on the lot (hereinafter referred to as "the Approved Deed Poll"), and no amendment, variation, alteration, modification or substitution to the Approved Deed Poll shall be made by the Grantee except with the prior written approval of the Director who in giving approval may impose such terms and conditions as he thinks fit; and

(d) The Grantee shall adhere to the Approved Deed Poll in the DMC and in all dealings and transactions of the undivided shares of and in the lot and the Grantee shall not enter into any deeds or instruments which shall have the effect of amending, varying, altering, modifying or substituting the Approved Deed Poll without the prior written approval of the Director.

(e) For the purposes of these Conditions, the determination of the Director as to what constitutes the Non-Industrial Portion shall be final and binding on the Grantee."

Special Condition No. (71)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date (hereinafter referred to as "the Opening Date") as may be approved by the Permanent Secretary for Development (Planning & Lands) (hereinafter referred to as "the Permanent Secretary") complete, make fit and open for the use by the public the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(b) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, in case of non-fulfilment by the Grantee of the obligation under sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand as hereby agreed by way of pre-determined sum and not as a penalty, a sum calculated at the rate of HK$17,480.00 per day from the date immediately following the Opening Date up to and including the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(c) For the purpose of this Special Condition, the decision of the Permanent Secretary as to the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection shall be final and binding on the Grantee.

(d) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said pre-determined sum shall not discharge the Grantee from any of his obligations remaining to be observed and

performed by him under these Conditions."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""**Non-Industrial Portion**" means the non-domestic unit in the Development (which is the "Non-Industrial Portion" referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within the Subsequent Phase concerned) (collectively the "Specified Areas" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

…

(m) the Public LGV Carpark;

…"

""**Public LGV Carpark**" means "the Public LGV Carpark" referred to in Special Condition No.(22)(a) of the Government Grant which is for identification purpose coloured as such on any Subsequent Phase Sub-Deed Plans."

Paragraph 4 of Schedule 4 (Owner's Covenant)

"Repair and maintenance

(a) Each Owner shall at his own expense keep and maintain his Unit (Note: Unit includes the Non-Industrial Portion) (including any Non-enclosed Areas and Works and Installations forming part thereof) in good and substantial repair and condition. Without prejudice to the generality of the foregoing, the expenses of keeping in good substantial repair and condition the interior of each Unit and all the fixtures and fittings and all plumbing, cables, wiring, drains and pipes, water tank, air-conditioning system, gas and electricity supply system and all the windows and doors thereof and all installations and facilities serving that Unit exclusively shall be borne by the Owner thereof.

(b) Each Owner shall at his own cost and expense keep and maintain the air-conditioning or other units or plants (if any) serving exclusively his Unit in good repair and condition and ensure that all possible measures shall be taken in respect thereof to prevent excessive noise, condensation or dripping on to any part of the Development."

Part A of Schedule 5

"2. Sharing ratio in relation to Parking Management Expenses

…

(c) "N%" means (E+F+G) / Z x 100%; and

…

A = the total number of Residential Car Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

B = 0.192 times the total number of Residential Motor Cycle Parking Spaces for parking of motorcycles in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

C = the total number of Visitors' Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

D = 1.4 times the total number of those Parking Spaces for Disabled Persons (Residential) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Residential) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Residential) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Residential). Each Parking Space for Disabled Persons (Residential) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

E = the total number of Non-Industrial Car Parking Spaces in all Completed Phases (each having a gross floor area of 12.5 sq. m.).

F = 0.192 times the total number of Non-Industrial Motor Cycle Parking Spaces in all Completed Phases (each having a gross floor area of 2.4 sq. m.).

G = 1.96 times the total number of parking space in the Public LGV Carpark in all Completed Phases (each having a gross floor area of 24.5 sq. m.).

H = 1.4 times the total number of those Parking Spaces for Disabled Persons (Non-Industrial) not sharing any common loading/unloading area with each any other Parking Space for Disabled Persons (Non-Industrial) in all Completed Phases plus 1.2 times the total number of those Parking Spaces for Disabled Persons (Non-Industrial) in all Completed Phases sharing a common loading/unloading area with another Parking Space for Disabled Persons (Non-Industrial). Each Parking Space for Disabled Persons (Non-Industrial) has a gross floor area of 17.5 sq. m. inclusive of a loading/unloading area of 5 sq. m.

I = 1.96 times the total number of those Non-Industrial Loading and Unloading Space having a gross floor area of 24.5 sq. m. in all Completed Phases (excluding any Non-Industrial Loading and Unloading Space on Ground Floor).

J = 3.08 times the total number of those Non-Industrial Loading and Unloading Space having a gross floor area of 38.5 sq. m. in all Completed Phases (excluding any Non-Industrial Loading and Unloading Space on Ground Floor).

Z = A + B + C + D + E + F + G + H + I + J."

Part E of Schedule 5

"4. The Owner of the Non-Industrial Portion shall in addition to the fraction required under paragraph 1 of this Part E, bear:

…

(b) N% of the Parking Management Expenses

…

and shall pay in advance on the first day of each calendar month in a Financial Year in respect of the Non-Industrial Portion the Monthly Fraction of the same."

Part H of Schedule 5

"3. Non-recurrent Expenditure relating to the Parking Common Areas and Facilities, or which are for the common benefit of the Owners, occupiers and their bona

fide guests, visitors or invitees of the Specified Spaces only shall be paid out as follows :-

…

(c) an amount equal to N% of such Non-recurrent Expenditure shall be paid out of the Special Fund (NIP)..."

Part I of Schedule 5

"3. Where the amount is received in relation to the Parking Common Areas and Facilities (including any approval or consent given in relation thereto under this Deed or the Ordinance),

…

(c) N% of such amount shall be credited to the Special Fund (NIP)…"

Deed of Dedication

Not Applicable

G. Brown Area

Land Grant

Special Condition No. (25)

"(a) The lot is granted together with a right for the Grantee and his servants, visitors, workmen and other persons authorized by him in that behalf from time to time and at all times during the term hereby agreed to be granted for all purposes connected with the proper use and enjoyment of the lot to pass and repass, on, along, over, by and through the area shown coloured brown on PLAN A1 annexed hereto (hereinafter referred to as "the Brown Area") at such levels as may be approved by the Director.

(b) The Grantee shall, on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such extended periods as may be approved by the Director, at his own expense, in such manner, at such levels, with such materials and to such standards as the Director shall require or approve, construct, lay and form a paved way (portion of which will be elevated) on the Brown Area over and along which a right of way referred to in sub-clause (a) of this Special Condition is given with the supporting columns and structures and the associated street furniture, traffic aids, street lighting, sewers, drains and such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Paved Way").

(c) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense uphold, manage, maintain and repair the Brown Area and everything forming a portion of or pertaining to it (including the Paved Way), all to be done to the satisfaction of the Director and the Grantee shall be responsible for the whole as if he were the absolute owner thereof.

(d) Any alteration to any public road absorbing a portion of the Brown Area over and along which a right of way is given or affecting the gradient thereof, shall not give rise to any claim by the Grantee who shall at his own expense carry out all consequent alterations to the Paved Way to the satisfaction of the Director.

(e) The grant of the right of way referred to in sub-clause (a) of this Special Condition shall not give the Grantee the exclusive right over the Brown Area. The Government shall have the right to grant rights of way over the Brown Area to the owners of any other lots in the vicinity now or at any time in the future, or to take over the whole or any portion of the Brown Area for the purposes of a public street without payment of any compensation to the Grantee or to other owners to whom rights of way over the whole or any portion of the Brown Area may have been granted.

(f) Notwithstanding the grant of the right of way referred to in sub-clause (a) of this Special Condition, the Government shall have the full right and power, upon giving to the Grantee, not less than fourteen days written notice (save in case of emergency) to lay, install, relay, divert, remove, reprovision, replace, inspect, operate, repair, maintain and renew any Government or other drain, culvert, waterway or watercourse, sewer, nullah, water main, pipe, cable, wire, line, utility service or other works or installations (all together hereinafter referred to as "the Brown Area Services") which are now or may hereafter be upon, over, under or adjacent to the Brown Area as the Director may in his absolute discretion deem fit, making good any and all damages caused thereby, and the Director, his officers, contractors and any other persons authorized by him, his or their workmen with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to and from the Brown Area for the purposes aforesaid. The Grantee shall not disturb or allow anybody to disturb the Brown Area Services without prior written approval from the Director. Save in respect of making good any and all damages caused by any exercise of the aforesaid rights and powers, the Government, the Director, his officers, contractors and any other persons authorized by him, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause (f), and no claim or objection whatsoever shall be made against them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

Special Condition No. (58)

"the Grantee 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, demolition, renewal or repair work (hereinafter referred to as "the said Works"), to avoid causing any damage, disturbance or obstruction to any Government or other drain, waterway or watercourse, water main (including but not limited to the two water mains each with a diameter of 900 millimetres and one water main with a diameter of 600 millimetres as shown and marked by a blue line on PLAN A1 annexed hereto (hereinafter collectively referred to as "the said Existing Water Mains")), road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the said 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 said 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 said Works and to such aforesaid proposals. The Grantee 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 Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of

the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas or any of the Services in any manner arising out of the said 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 Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Areas, the Green Circled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Yellow Area or the Brown Area or any part of any of these areas 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 Grantee shall pay to the Government on demand the cost of such works."

Special Condition No. (63)

"(a) For the purposes of this Special Condition:

(i) the expression "the said Areas" means the Brown Area, the Green Areas, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Green Circled Black Area and the Yellow Area;

(ii) the expression "the Waterworks Reserve" means

(I) those parts of the lot and the said Areas which are inside the area marked by broken dotted line and "10m W.W.R." on PLAN A1 annexed hereto;

(II) those parts of the said Areas which are inside the area marked by broken dotted line and "3m W.W.R." on PLAN A1 annexed hereto;

(III) those parts of the said Areas which are inside the area marked by broken dotted line and "5m W.W.R." on PLAN A1 annexed hereto; and

(IV) other areas included by the Water Authority under the proviso hereinafter appearing provided that the Water Authority may at any time or times by notice in writing to the Grantee vary or add to the areas to be included in the Waterworks Reserve or exclude any areas from the Waterworks Reserve.

(b) Except with the prior written consent of the Water Authority, no building or structure or support for any building or structure (other than the relevant portion of the Covered Footbridge 1, and building or structures required to be erected, constructed or provided within the said Areas or any part thereof by the Grantee under the Conditions hereby agreed to be granted, subject to Special Condition No. (58) hereof and sub-clause (e) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within the areas of the Waterworks Reserve and no object or material shall be placed, stacked or stored and no vehicles shall be parked within the Waterworks Reserve.

(c) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorized contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot and the said Areas or any part thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the said Existing Water Mains or any part thereof or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve.

(d) Neither the Water Authority nor any of the classes of persons referred to in sub-clause (c) of this Special Condition shall incur or be under any liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the said rights of ingress, egress and regress conferred under sub-clause (c) of this Special Condition and no claim shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall submit to the Water Authority for its written approval details of the site formation works and building works to be carried out on the lot and the said Areas or any part thereof. No site formation works or building works shall be commenced on the lot or any part of the said Areas before the Grantee shall have obtained the approval of the Water Authority to such site formation works and building works.

(f) The Water Authority shall also be entitled by notice in writing to call upon the Grantee, at his own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove any objects or material placed, stored or stacked or to remove any vehicles parked on or within the Waterworks Reserve (except those parts of the Green Areas, the Green Circled Black Area and the Yellow Area possession of which have been redelivered to the Government pursuant to Special Condition Nos. (9)(b)(i), (9)(b)(ii) and (14) hereof respectively and those parts of the Green Hatched Black Area in respect of which the Grantee's obligation to maintain has ceased pursuant to Special Condition No. (26)(b) hereof) and to make good any damage done to the Waterworks Reserve and to reinstate the Waterworks Reserve. If the Grantee shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Water Authority may carry out such removal, demolition, making good and reinstatement works as it may consider necessary and the Grantee shall pay to the Government on demand the cost of such works.

(g) The Grantee shall on demand pay to the Government the costs of repairing and reinstating any government water mains, valves, valve pits or chambers and the like relating to the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve which are damaged by the Grantee or by any activities carried out on, over, under, above, below or within the lot or the said Areas by the Grantee, his servants, workmen and contractors and shall indemnify and keep indemnified the Government against any claim, action or demand arising therefrom.

(h) No trees or shrubs with penetrating roots shall be planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve. No change of existing site condition may be undertaken within the Waterworks Reserve without the prior written consent of the Water Authority. Rigid root barriers shall be required if the clear distance between any proposed tree and the water mains within the Waterworks Reserve is 2.5 metres or less, and the barrier must extend below the invert level of the pipe.

(i) No planting or obstruction of any kind except turfing shall be permitted within the space of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet.

(j) No tree may be planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains if in the opinion of the Water Authority the planting of tree at the location may result in damage being caused to the said Existing Water Mains or such other water mains laid or to be laid across, through, under or within the Waterworks Reserve (as to which the opinion of the Water Authority shall be final and binding on the Grantee). The Grantee shall at his own expense immediately remove such trees as planted within the Waterworks Reserve or in the vicinity of the said Existing Water Mains and identified by the Water Authority, if so required by the Water Authority."

Deed of Mutual Covenant

See provisions in "Green Areas and Green Circled Black Area".

Deed of Dedication

Not Applicable

H. Pedestrian Subway

Land Grant

Special Condition No. (33)

"(a) (i) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense construct and provide a pedestrian subway to such levels, widths, headroom, alignment and disposition as may be required and approved by the Director of Highways (hereinafter referred to as "the D of Hy") and the C for T at their sole and absolute discretion, together with all supports and connections (including any supports and connections which the D of Hy and the C for T in their absolute discretion consider necessary for any future extension to the pedestrian subway), within the area shown edged pecked green and annotated "PROPOSED SUBWAY" on the plan marked "PLAN A" annexed hereto and within the Stratum (hereinafter referred to as "the Pedestrian Subway"), so as to link up the development erected or to be erected on the lot with the Choi Hung MTR Station as shown and marked "CHOI HUNG MTR STATION" on the plan marked "PLAN A" annexed hereto (hereinafter referred to as "the Choi Hung MTR Station"). The Pedestrian Subway shall have a minimum clear internal headroom of 3.5 metres and a minimum clear internal width of 12 metres except for that portion within the area shown coloured red on the plan marked "PLAN A" annexed hereto which shall have a minimum clear internal width of 4 metres.

(ii) For the purpose of sub-clause (a)(i) of this Special Condition, the decision of the D of Hy and the C for T as to what constitutes "clear internal headroom" and "clear internal width" shall be final and binding on the Grantee.

(iii) No structure shall be constructed within the Stratum other than the Pedestrian Subway.

(b) Within the time specified in sub-clause (a) of this Special Condition, the Grantee shall at his own expense procure agreement or consent from the MTR Corporation Limited (hereinafter referred to as "MTRCL") for connecting the Pedestrian Subway with the Choi Hung MTR Station. For the avoidance of doubt, the Grantee acknowledges and agrees that the Government in no way warrants that the agreement or consent from the MTRCL would be procured by the Grantee and the Government shall be under no liability whatsoever to the Grantee for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the agreement or consent could not be procured by the Grantee from the MTRCL.

(c) (i) The Pedestrian Subway 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 Grantee shall not use or permit or suffer to be used any part of the Pedestrian Subway for advertising or for the display of any signs, notices or posters whatsoever except such directional signs (as the C for T at his sole discretion may accept or require) to be provided and maintained by the Grantee at his own expense.

(iii) The Grantee shall not do or permit or suffer to be done in the Pedestrian Subway anything that may be or become a nuisance, disturbance or annoyance or that may cause inconvenience or damage to any person or vehicle passing over the Pedestrian Subway or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) Subject to sub-clause (e) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) hereof) and thereafter throughout the term hereby agreed to be granted permit all members of the public during the opening hours of the Choi Hung MTR Station for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Pedestrian Subway.

(d) Subject to sub-clause (e) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Pedestrian Subway in good and substantial repair and condition to the satisfaction of the D of Hy and the C for T.

(e) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Subway or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the D of Hy and the C for T at the Grantee's own expense and to the satisfaction of the D of Hy and the C for T, replace the same by the construction and completion of such new pedestrian subway or any part or parts thereof at such positions, to such levels, widths, headroom, alignment and disposition, as the D of Hy and the C for T shall require or approve.

(ii) In the event that any new pedestrian subway or any part or parts thereof are constructed under sub-clause (e)(i) of this Special Condition, all references to "the Pedestrian Subway" in these Conditions shall be deemed to refer to the new pedestrian subway or such part or parts thereof and such part or parts of the Pedestrian Subway not demolished.

(f) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the

Grantee's obligations under this Special Condition.

(h) It is expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c)(iv) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Subway to the public for the right of passage.

(i) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c)(iv) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor (hereinafter referred to as "the Building (Planning) Regulations"), or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) hereof) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any)) under this Special Condition are joint and several."

Special Condition No. (70)

"(a) Without prejudice to Special Condition No. (37) hereof, the Grantee shall not, except as provided in sub-clause (b) of this Special Condition, throughout the term hereby agreed to be granted—

(i) assign, mortgage, charge (except by way of a building mortgage under Special Condition No. (37)(d) hereof), demise, underlet, part with possession of or otherwise dispose of the building or buildings or such part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes, including the Historic Buildings, the kindergarten to be provided under Special Condition No. (21)(c)(iv)(I), the said RCHE, the Public LGV Carpark, the portion of the Pedestrian Subway within the Stratum, the Pedestrian Link 1, the Pedestrian Link 2, the New Pedestrian Subway Opening and Connection, the Office Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Non-Industrial Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Office Motor Cycle Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the lay-bys provided under Special Condition No. (44)(a)(ii) hereof, and such accommodation and facilities as the Director may consider appropriate (hereinafter collectively referred to as the "Non-Industrial Portion"), any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or

(ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the Non-Industrial Portion or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do.

(b) Subject to sub-clause (c) of this Special Condition, the Grantee may—

(i) after these Conditions shall have been complied with in all respects to the satisfaction of the Director, assign, mortgage or charge the Non-Industrial Portion but only as a whole and not a part thereof or any interest therein or enter into any agreement so to do; or

(ii) at any time whether prior to or after these Conditions shall have been complied with in all respects to the satisfaction of the Director, underlet the Non-Industrial Portion or any part thereof or enter into any agreement so to do provided that the tenancy or lease of the Non-Industrial Portion or any part thereof shall comply with the following terms and conditions—

(I) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;

(II) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(III) no premium shall be paid by the tenant or lessee;

(IV) the rent payable shall not exceed a rack rent;

(V) no rent shall be payable in advance for a period greater than 12 calendar months;

(VI) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(VII) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.

(c) Prior to the assignment, mortgage, charge or underletting of the Non-Industrial Portion under sub-clause (b) of this Special Condition or any agreement so to do, the Grantee—

(i) shall at his own expense delineate in a manner acceptable to the Director the Non-Industrial Portion and shall not alter the agreed delineation without the prior written approval of the Director; and

(ii) shall at his own expense submit to the Director for his written approval a deed poll setting out the number of undivided shares in the whole of the lot to be allocated to the Non-Industrial Portion, having regard to the proportion which the gross floor area of the Non-Industrial Portion shall bear to the gross floor area of all the buildings erected or to be erected

on the lot (hereinafter referred to as "the Approved Deed Poll"), and no amendment, variation, alteration, modification or substitution to the Approved Deed Poll shall be made by the Grantee except with the prior written approval of the Director who in giving approval may impose such terms and conditions as he thinks fit; and

(d) The Grantee shall adhere to the Approved Deed Poll in the DMC and in all dealings and transactions of the undivided shares of and in the lot and the Grantee shall not enter into any deeds or instruments which shall have the effect of amending, varying, altering, modifying or substituting the Approved Deed Poll without the prior written approval of the Director.

(e) For the purposes of these Conditions, the determination of the Director as to what constitutes the Non-Industrial Portion shall be final and binding on the Grantee."

Special Condition No. (71)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date (hereinafter referred to as "the Opening Date") as may be approved by the Permanent Secretary for Development (Planning & Lands) (hereinafter referred to as "the Permanent Secretary") complete, make fit and open for the use by the public the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(b) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, in case of non-fulfilment by the Grantee of the obligation under sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand as hereby agreed by way of pre-determined sum and not as a penalty, a sum calculated at the rate of HK$17,480.00 per day from the date immediately following the Opening Date up to and including the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(c) For the purpose of this Special Condition, the decision of the Permanent Secretary as to the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection shall be final and binding on the Grantee.

(d) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said pre-determined sum shall not discharge the Grantee from any of his obligations remaining to be observed and performed by him under these Conditions."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""Non-Industrial Portion" means the non-domestic unit in the Development (which is the "Non-Industrial Portion" referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within the Subsequent Phase concerned) (collectively the "Specified Areas" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

…

(n) the part of the Pedestrian Subway in the Specified Areas;

…"

""Pedestrian Subway" means "the Pedestrian Subway" referred to in Special Condition No.(33)(a)(i) of the Government Grant the part of which is within the Land is for identification purpose shown on any Subsequent Phase Sub-Deed Plans."

Paragraph 12 of Schedule 8

"The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the Pedestrian Subway (including Special Condition No.(33)(c) and Special Condition No.(33)(d) of the Government Grant)."

Deed of Dedication

Not Applicable

I. New Pedestrian Subway Opening and Connection

Land Grant

Special Condition No. (68)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director erect, construct and provide at the Grantee's own expense in such manner, to such levels and alignment and with such width and height as the D of Hy shall require or approve supports and connections within the lot and the building or buildings erected or to be erected thereon between the points A and C as shown and marked on the plan marked "PLAN A" annexed hereto or such other points as may be approved or required by the D of Hy, to receive, connect and support a future pedestrian subway (hereinafter referred to as "the Future Pedestrian Subway") from the proposed Choi Hung East Station (hereinafter referred to as "the Proposed Choi Hung East Station") of the SGMTS-EK (as defined in Special Condition No. (72)(a) hereof) and for this purpose, the Grantee shall reserve an opening with a minimum clear internal headroom of 3.0 metres and a minimum clear internal width of 5.5 metres between the points A and C as shown and marked on the plan marked "PLAN A" annexed hereto or such other points as may be approved or required by the D of Hy and with structural floor level at 8.0 metres above the Hong Kong Principal Datum or at such other level as may be approved by the D of Hy (the said opening and the said supports and connections are hereinafter collectively referred to as "the New Pedestrian Subway Opening and Connection").

(b) After the receiving of the Future Pedestrian Subway and throughout the period during which the Future Pedestrian Subway is in existence, the Grantee shall permit all members of the public 24 hours a day (or during such other hours as may be approved or required by the D of Hy) for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through and over the New Pedestrian Subway Opening and Connection for gaining access from the Proposed Choi Hung East Station to the Pedestrian Link 1 and vice versa. The New Pedestrian Subway Opening and Connection shall not be used for any other purposes except with the prior written consent of the D of Hy.

(c) There shall be excepted and reserved unto the Government, and such other persons as the Government

may determine the right to connect the Future Pedestrian Subway to the New Pedestrian Subway Opening and Connection and the right of free and unrestricted access at all times for them and their officers, agents, contractors, workmen and any other persons authorized by any of them to, from and through the lot with or without tools, vehicles, machinery or equipment for the purposes of construction, connection, inspection, maintenance or improvement of the Future Pedestrian Subway.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition or the exercise or non-exercise by the Government, their officers, agents, contractors, workmen and any other persons authorized by any of them of the right conferred under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) For the avoidance of doubt, the Grantee acknowledges and agrees that the Government in no way warrants that the Future Pedestrian Subway will be constructed and the Government shall be under no liability whatsoever to the Grantee for any loss or damage howsoever arising in connection therewith or as a consequence thereof if the Future Pedestrian Subway is not constructed in the future.

(f) The Grantee 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, in connection with or incidental to anything done or omitted to be done by the Grantee, his officers, agents, contractors and workmen in connection with the fulfilment or non-fulfilment of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the New Pedestrian Subway Opening and Connection to the public for right of passage.

(h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (b) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the avoidance of doubt, the whole of the New Pedestrian Subway Opening and Connection to be erected, constructed or provided in accordance with sub-clause (a) of this Special Condition shall be included in the calculation of the total gross floor area specified in Special Condition No. (21)(c) hereof and shall be or be deemed to be part of the building or buildings erected or to be erected on the lot.

(j) (i) In the event of any redevelopment of the lot or any part thereof whereby the New Pedestrian Subway Opening and Connection or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the D of Hy at the Grantee's own expense and to the satisfaction of the D of Hy, replace the same by the construction and completion of such new supports, connections and openings or any part or parts thereof in such manner, to such levels and alignment and with such width and height as the D of Hy shall require or approve for receiving, connecting and supporting the Future Pedestrian Subway.

(ii) In the event that any new supports, connections and openings or any part or parts thereof are constructed under sub-clause (j)(i) of this Special Condition, all references to "New Pedestrian Subway Opening and Connection" in these Conditions shall be deemed to refer to the new supports, connections and openings or such part or parts thereof and such part or parts of the New Pedestrian Subway Opening and Connection not demolished.

(l) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) hereof) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any)) under this Special Condition are joint and several."

Special Condition No. (70)

"(a) Without prejudice to Special Condition No. (37) hereof, the Grantee shall not, except as provided in sub-clause (b) of this Special Condition, throughout the term hereby agreed to be granted—

(i) assign, mortgage, charge (except by way of a building mortgage under Special Condition No. (37)(d) hereof), demise, underlet, part with possession of or otherwise dispose of the building or buildings or such part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes, including the Historic Buildings, the kindergarten to be provided under Special Condition No. (21)(c)(iv)(I), the said RCHE, the Public LGV Carpark, the portion of the Pedestrian Subway within the Stratum, the Pedestrian Link 1, the Pedestrian Link 2, the New Pedestrian Subway Opening and Connection, the Office Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Non-Industrial Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Office Motor Cycle Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the lay-bys provided under Special Condition No. (44)(a)(ii) hereof, and such accommodation and facilities as the Director may consider appropriate (hereinafter collectively referred to as the "Non-Industrial Portion"), any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or

(ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or

through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the Non-Industrial Portion or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do.

(b) Subject to sub-clause (c) of this Special Condition, the Grantee may—

(i) after these Conditions shall have been complied with in all respects to the satisfaction of the Director, assign, mortgage or charge the Non-Industrial Portion but only as a whole and not a part thereof or any interest therein or enter into any agreement so to do; or

(ii) at any time whether prior to or after these Conditions shall have been complied with in all respects to the satisfaction of the Director, underlet the Non-Industrial Portion or any part thereof or enter into any agreement so to do provided that the tenancy or lease of the Non-Industrial Portion or any part thereof shall comply with the following terms and conditions—

(I) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;

(II) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(III) no premium shall be paid by the tenant or lessee;

(IV) the rent payable shall not exceed a rack rent;

(V) no rent shall be payable in advance for a period greater than 12 calendar months;

(VI) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(VII) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.

(c) Prior to the assignment, mortgage, charge or underletting of the Non-Industrial Portion under sub-clause (b) of this Special Condition or any agreement so to do, the Grantee—

(i) shall at his own expense delineate in a manner acceptable to the Director the Non-Industrial Portion and shall not alter the agreed delineation without the prior written approval of the Director; and

(ii) shall at his own expense submit to the Director for his written approval a deed poll setting out the number of undivided shares in the whole of the lot to be allocated to the Non-Industrial Portion, having regard to the proportion which the gross floor area of the Non-Industrial Portion shall bear to the gross floor area of all the buildings erected or to be erected on the lot (hereinafter referred to as "the Approved Deed Poll"), and no amendment, variation, alteration, modification or substitution to the Approved Deed Poll shall be made by the Grantee except with the prior written approval of the Director who in giving approval may impose such terms and conditions as he thinks fit; and

(d) The Grantee shall adhere to the Approved Deed Poll in the DMC and in all dealings and transactions of the undivided shares of and in the lot and the Grantee shall not enter into any deeds or instruments which shall have the effect of amending, varying, altering, modifying or substituting the Approved Deed Poll without the prior written approval of the Director.

(e) For the purposes of these Conditions, the determination of the Director as to what constitutes the Non-Industrial Portion shall be final and binding on the Grantee."

Special Condition No. (71)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date (hereinafter referred to as "the Opening Date") as may be approved by the Permanent Secretary for Development (Planning & Lands) (hereinafter referred to as "the Permanent Secretary") complete, make fit and open for the use by the public the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(b) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, in case of non-fulfilment by the Grantee of the obligation under sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand as hereby agreed by way of pre-determined sum and not as a penalty, a sum calculated at the rate of HK$17,480.00 per day from the date immediately following the Opening Date up to and including the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(c) For the purpose of this Special Condition, the decision of the Permanent Secretary as to the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection shall be final and binding on the Grantee.

(d) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said pre-determined sum shall not discharge the Grantee from any of his obligations remaining to be observed and performed by him under these Conditions."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""New Pedestrian Subway Opening and Connection" means "the New Pedestrian Subway Opening and Connection" referred to in Special Condition No.(68)(a) of the Government Grant which is for identification purpose identified as such on any Subsequent Phase Sub-Deed Plans."

""Non-Industrial Portion" means the non-domestic unit in the Development (which is the "Non-Industrial Portion" referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within

the Subsequent Phase concerned) (collectively the "Specified Areas" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

…

(q) New Pedestrian Subway Opening and Connection;

…"

Paragraph 13 of Schedule 8

"The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the New Pedestrian Subway Opening and Connection (including Special Condition No.(68)(b) of the Government Grant)."

Deed of Dedication

Not Applicable

J. Covered Footbridge 1

Land Grant

Special Condition No. (34)

"(a) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, construct and provide:

(i) one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to such covered footbridge) as shall be required or approved by the Director, within the areas shown coloured green hatched black and stippled black and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 1" on PLAN A1 annexed hereto (hereinafter referred to as "the Covered Footbridge 1"). The Covered Footbridge 1 shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and 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 may require, all of which shall be or be deemed to be part of the Covered Footbridge 1. The Covered Footbridge 1 shall have a clear minimum internal width of 6.0 metres and a minimum clear internal headroom of 2.6 metres. The Grantee hereby acknowledges that at present the area shown stippled black on PLAN A1 annexed hereto (hereinafter referred to as "the Stippled Black Area") which is now known as Section A of New Kowloon Inland Lot No. 6461, and throughout the term hereby agreed to be granted that the Grantee shall at his own expense make his own arrangement with the owner of the Stippled Black Area (including future owners for the time being of the Stippled Black Area) for acquiring the rights to enter the Stippled Black Area for the purposes of erecting, constructing, providing and maintaining such portion of the Covered Footbridge 1 as erected, constructed, provided and maintained within the Stippled Black Area (the said portion of the Covered Footbridge 1 erected, constructed, provided and maintained within the Stippled Black Area is hereinafter referred to as "the Covered Footbridge 1 Stippled Black Portion"); and

(ii) within the lot and in (or, as the case may be, at the perimeters of) the building or buildings to be erected upon the lot structural supports and connections to such specifications, standards, design, disposition and alignment and at such points and at such levels as shall be required or approved by the Director (hereinafter referred to as "the Supports and Connections within Lot") for and to receive the Covered Footbridge 1 so that the construction of the Covered Footbridge 1 can be carried out thereon, that the relevant parts of the Pedestrian Link 1 (referred to in Special Condition No. (36) hereof) to link to the Covered Footbridge 1 can be constructed and provided thereon and that pedestrian access can be gained over the Covered Footbridge 1 direct into and from the Pedestrian Link 1 (referred to in Special Condition No. (36) hereof).

(b) Throughout the term hereby agreed to be granted the Grantee shall at his own expense manage, maintain and repair the Covered Footbridge 1 and the Supports and Connections within Lot in good and substantial repair and condition in all respects to the satisfaction of the Director.

(c) The Covered Footbridge 1 shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(d) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge 1 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.

(e) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge 1 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 1 or to any owner or occupier of any adjacent or neighbouring land or premises.

(f) The Grantee shall throughout the period during which the Covered Footbridge 1 is in existence permit all members of the public 24 hours a day (or during such other hours as may be approved or required by the C for T) for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 1 for gaining access to and from the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) hereof) and the Pedestrian Link 2 (as defined in Special Condition No. (69)(a) hereof) via the Pedestrian Link 1 (as defined in Special Condition No. (36)(a) hereof).

(g) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen and any other duly authorized personnel 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 Grantee, his servants, workmen and contractors in relation to the fulfilment of the Grantee's obligations under sub-clauses (a), (b) and (f) of this Special Condition.

(h) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridge 1 or any part thereof are required to be demolished, the Grantee shall, within such time limit as the Director may require, at his

own expense and 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 and at such width, levels and positions as the Director shall approve or require and the expression "the Covered Footbridge 1" in the Conditions hereby agreed to be granted shall be deemed to include such new footbridge or part or parts thereof.

(i) The Grantee shall not permit or suffer any hawker to carry on business within the Covered Footbridge 1 and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the Covered Footbridge 1 shall be displayed prominently by the Grantee near all entrances to the Covered Footbridge 1. For the purposes of this Special Condition, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap. 132) as amended by any subsequent legislation provided that for the purpose of this sub-clause (i), the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the Covered Footbridge 1".

(j) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Covered Footbridge 1 to the public for the right of passage.

(k) The Grantee shall at all reasonable times permit the Government, its officers, contractors, workmen and any other persons authorized by it or them the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and the Covered Footbridge 1 for the purpose of inspecting and checking any works to be carried out by the Grantee in compliance with this Special Condition. The Government, its officers, contractors, workmen and any other persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by the Government, its officers, contractors, workmen and any other persons authorized by it or them of the right conferred under this sub-clause (k) and no claim shall be made by the Grantee against any of them in respect of any such loss, damage, nuisance or disturbance.

(l) For the avoidance of doubt, the Grantee shall fulfil, observe, perform and comply with the obligations and conditions under the Conditions hereby agreed to be granted in respect of the Covered Footbridge 1 Stippled Black Portion (as forming part of the Covered Footbridge 1) whether the Stippled Black Area shall remain as Section A of New Kowloon Inland Lot No. 6461 or shall have subsequently been surrendered to the Government or otherwise reverted to the Government.

(m) For the purposes of this Special Condition, the expression “Grantee” shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) hereof) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any)) under this Special Condition are joint and several.”

Deed of Mutual Covenant

Paragraph 14 of Schedule 8

“The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to “the Covered Footbridge 1” defined in Special Condition No. (34)(a)(i) of the Government Grant (including Special Condition No. (34)(b), Special Condition No. (34)(c), Special Condition No. (34)(d), Special Condition No. (34)(e), Special Condition No. (34)(f), Special Condition No. (34)(g) and Special Condition No. (34)(i) of the Government Grant).”

Also see provisions in “Green Areas and Green Circled Black Area”.

Deed of Dedication

Not Applicable

K. Covered Footbridge 2

Land Grant

Special Condition No. (35)

“(a) The Grantee shall on or before the 30th day of September, 2028 (Note: the Government has granted an extension of that date to 31 March 2029) or within such other extended periods as may be approved by the Director at his own expense and in all respects to the satisfaction of the Director erect, construct and provide one single storey covered footbridge together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to such covered footbridge) as shall be required or approved by the Director, within the areas shown coloured green and purple and in the position shown and marked by black dotted line and "Proposed Covered Footbridge 2" on PLAN A2 annexed hereto (hereinafter referred to as "the Covered Footbridge 2") connecting to the existing footbridge shown and marked "EXISTING FOOTBRIDGE" on PLAN A2 annexed hereto (hereinafter referred to as "the Existing Footbridge") so as to enable all members of the public to pass and to repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 2 for the purpose of gaining access to and from the adjacent roads, footpaths and lands through the Covered Footbridge 2 and the Existing Footbridge. The Covered Footbridge 2 shall be constructed with such materials and to such standards, levels, alignment, disposition and designs as shall be required and 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 may require, all of which shall be or be deemed to be part of the Covered Footbridge 2. The Covered Footbridge 2 shall have a clear internal width of 3.0 metres and a minimum clear internal headroom of 2.6 metres. The Grantee hereby acknowledges that at present the area shown coloured purple on PLAN A2 annexed hereto (hereinafter referred to as "the Purple Area") forms a part of The Remaining Portion of New Kowloon Inland Lot No. 6461, and that throughout the term hereby agreed to be granted the Grantee shall at his own expense make his own arrangement with the Government lessees or grantees for the time being of the Purple Area for acquiring the rights to enter the Purple Area for the purposes of erecting, constructing, providing and maintaining such portion of the Covered Footbridge 2 as erected, constructed, provided and maintained within the Purple Area (the said portion of the Covered Footbridge 2 erected, constructed,

provided and maintained within the Purple Area is hereinafter referred to as "the Covered Footbridge 2 Purple Portion" and the remaining portion of the Covered Footbridge 2 is hereinafter referred to as "the Covered Footbridge 2 Remaining Portion").

(b) (i) Subject to sub-clauses (i) and (j) of this Special Condition, upon and as from the completion of the Covered Footbridge 2 and at all times thereafter until the date of expiry of fifty years from the date hereby agreed to be granted the Grantee shall at his own expense manage, maintain and repair the Covered Footbridge 2 and any part thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and in compliance and in accordance with the provisions of this Special Condition.

(ii) The Grantee shall procure from Kowloon Development Company Limited or such other corporation (whether it be the parent or holding company of the Grantee) as the Director may approve or require (Kowloon Development Company Limited or such other corporation is hereinafter referred to as "the Company") a deed of guarantee and undertaking to the Government (hereinafter referred to as "the Guarantee and Undertaking") whereby the Company unconditionally and irrevocably:

(I) guarantees the due, full, punctual and complete performance and observance of the Grantee's obligations, undertakings and covenants under this Special Condition and undertakes and covenants that if and whenever there is any breach, non-performance or non-observance by the Grantee of any of the Grantee's obligations under this Special Condition, the Company shall forthwith on written demand by the Government, make good all such defaults (including but not limited to the Company carrying out or causing to be carried out at its own expense any works as the Government may require and paying to the Government all sums which may be outstanding as at the date of such demand);

(II) covenants to 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 breach or non-performance or non-observance of any of the Grantee's obligations under this Special Condition; and

(III) as a separate, additional and independent covenant and undertaking to the Government and without prejudice to the Government's rights and remedies against the Company under sub-clauses (b)(ii)(I) and (b)(ii)(II) of this Special Condition or against the Grantee under the Conditions hereby agreed to be granted, further covenants and undertakes that at any time or times when called upon so to do by the Government, the Company shall at its own expense maintain and repair (and, if so required by the Government, manage) whether solely by the Company or jointly and severally with the Grantee or otherwise, the Covered Footbridge 2 or any part or parts thereof as the Government may specify, in all respects to the satisfaction of the Government or as required by the Government for and throughout such period or periods as the Government may specify (provided that such period or periods shall not extend beyond the date of expiry of fifty years from the date hereby agreed to be granted).

The Guarantee and Undertaking shall be subject to the laws of Hong Kong and shall be in such form and contain such terms and conditions as the Director may require or approve and the Guarantee and Undertaking duly executed by the Company shall be delivered to the Director on or before execution of the Land Grant or, in the case of the assignee of the lot under the assignment made with the Director's consent under Special Condition No. (38) hereof, at such time as the Director may require. The Grantee shall at his own expense take all such steps and action as the Director may at any time and from time to time require to keep the Guarantee and Undertaking valid, subsisting and binding at all times on the Company (including but not limited to the Grantee procuring the execution by the Company in favour of the Government of such further assurances or confirmatory guarantee and undertaking as the Director may require).

(c) The Covered Footbridge 2 shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(d) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge 2 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.

(e) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge 2 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 2 or to any owner or occupier of any adjacent or neighbouring land or premises.

(f) The Grantee shall at all times during the day and night throughout the period during which the Covered Footbridge 2 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 on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge 2 for the purpose of gaining access to and from the Existing Footbridge and the adjacent roads, footpaths and lands.

(g) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 Grantee, his servants, workmen and contractors in connection with the fulfilment of the Grantee's obligations under this Special Condition.

(h) The Grantee shall not permit or suffer any hawker to carry on business within the Covered Footbridge 2 and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the Covered Footbridge 2 shall be displayed prominently by the Grantee near all entrances to the Covered Footbridge 2. For the purpose of this Special Condition, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap. 132) as amended by any subsequent legislation provided that for the purpose of this sub-clause (h), the words "in any public place" shall be omitted from paragraph (a) of such definition and shall be substituted by the words "within the Covered Footbridge 2".

(i) In the event the Covered Footbridge 2 or any part thereof are required by the Director to be demolished, the Grantee shall, within such time limit as the Director may require, at his own expense and 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 and at such width, levels and positions as the Director shall approve or require and the expression "the Covered Footbridge 2" for the purposes of this Special Condition shall be deemed to include such new footbridge or part or parts thereof.

(j) The Grantee shall when called upon by the Government at his own expense hand over to the Government the Covered Footbridge 2 or such part or parts thereof as the Government shall specify free from encumbrances and without any payment or compensation whatsoever payable by the Government to the Grantee. It is hereby agreed and declared that the Covered Footbridge 2 or part or parts thereof shall be deemed to have been handed over to the Government on the date to be specified in a letter from the Director requiring the handing over of the same. Unless the Director may otherwise determine in his absolute discretion, the Grantee shall cease to be responsible for the management and maintenance of the part or parts of the Covered Footbridge 2 which have been handed over or deemed to have been handed over to the Government in accordance with this sub-clause (j). For the avoidance of doubt, the Grantee's obligations under this Special Condition in respect of the Covered Footbridge 2 shall not be released, lessened or diminished or be deemed to be released, lessened or diminished in any way by the carrying out of any works in respect of the Covered Footbridge 2 by the Company pursuant to the Guarantee and Undertaking or by the Government under sub-clause (l) of this Special Condition and the Grantee shall at his own expense render all assistance and co-operation as the Director may require including but not limited to handing over, temporary or otherwise, of the Covered Footbridge 2 or any part thereof to the Company or the Government or as the Director may direct for the purposes of carrying out such works and such handing over shall not have the effect of or be deemed to be releasing, lessening or diminishing in any way the Grantee's obligations under this Special Condition in respect of the Covered Footbridge 2 or such part thereof.

(k) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Covered Footbridge 2 to the public for the right of passage.

(l) In the event of any non-performance, non-observance or non-fulfilment of the Grantee's obligations under sub-clauses (b)(i) and (j) of this Special Condition, the Government may (but is not under any obligation or liability whatsoever so to do) carry out or cause to be carried out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(m) For the purpose of this Special Condition only, the expression "the Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited excluding all their assigns but shall include the assignee of the lot under the assignment (if any) made with the Director's consent under Special Condition No. (38) hereof. For the avoidance of doubt, the Grantee shall not and shall have no right to assign or charge or mortgage, underlet, share or otherwise encumber the Covered Footbridge 2 or any part thereof or any interest therein and the Grantee hereby acknowledges and agrees that the Grantee's obligations under this Special Condition shall remain valid and subsisting and be and continue to be binding personally on the Grantee notwithstanding the Grantee may have disposed of all, or ceased to have any interest, right, estate or title in the lot or any part thereof (whether by the assignment under Special Condition No. (38) hereof or other assignments or dispositions or otherwise) and notwithstanding the sooner termination for whatever reason of the term hereby agreed to be granted. For the avoidance of doubt, the liability and obligations of the Grantee (including Best Power (Asia) Limited and Jumbo Power Enterprises Limited and, in the event of an assignment under Special Condition No. (38) hereof to an assignee, such assignee) under this Special Condition are joint and several.

Deed of Mutual Covenant

Not Applicable

Deed of Dedication

Not Applicable

L. Pedestrian Link 1

Land Grant

Special Condition No. (36)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense and to the satisfaction of the C for T construct and provide such barrier-free segregated pedestrian ways or paths for the purposes of linking up together the Pedestrian Subway, the Covered Footbridge 1, the Public Open Space, Clear Water Bay Road, the Passage Area, the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) of the Land Grant) and the Pedestrian Link 2 (as defined in Special Condition No. (69)(a) of the Land Grant) with such widths, at such positions and to such levels and alignments as the C for T shall require or approve (hereinafter referred to as "the Pedestrian Link 1").

(b) After compliance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term of the Land Grant at his own expense manage and maintain the Pedestrian Link 1 in good and substantial repair and condition to the satisfaction of the C for T.

(c) (i) Subject to sub-clause (d) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) of the Land Grant) and thereafter throughout the term of the Land Grant keep the Pedestrian Link 1 open for the use by all members of the public 24 hours a day (except under emergency situation), except the portion on B2/F of the development connecting the Pedestrian Subway (hereinafter referred to as "B2/F Portion") which shall be opened for the use by all members of the public during the opening hours of the Choi Hung MTR Station, and the portion on B1/F of the development connecting the New Pedestrian Subway Opening and Connection (as defined in Special Condition No. (68)(a) of the Land Grant) (hereinafter referred to as "B1/F Portion") which shall be opened for the use by all members of the public 24 hours a day (or during such other hours as may be approved or required by the D of Hy) on foot or by wheelchair for all lawful purposes freely and without payment of any nature whatsoever.

(ii) For the purpose of sub-clause (c)(i) of this Special Condition, B2/F of the development and B1/F of the development shall be as shown on the Approved Master Layout Plan (as defined in Special Condition No. (64)(a) of the Land Grant) and the decision of the C for T as to what constitute "B2/F Portion" and "B1/F Portion" shall be final and binding on the Grantee.

(d) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Link 1 or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the C for T at the Grantee's own expense and to the satisfaction of the C for T, replace the same by the construction and completion of such new pedestrian link or any part or parts thereof with such widths, at such positions and to such levels and alignments as the C for T shall require or approve.

(ii) In the event that any new pedestrian link or any part or parts thereof are constructed under sub-clause (d)(i) of this Special Condition, all references to "the Pedestrian Link 1" in these Conditions shall be deemed to refer to the new pedestrian link or such part or parts thereof and such part or parts of the Pedestrian Link 1 not demolished.

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Link 1 to the public for the right of passage.

(h) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the avoidance of doubt, the whole of the area of the Pedestrian Link 1 shall be included in the calculation of the total gross floor area stipulated in Special Condition No. (21)(c) of the Land Grant.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) of the Land Grant) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several.

Special Condition No. (70)

"(a) Without prejudice to Special Condition No. (37) hereof, the Grantee shall not, except as provided in sub-clause (b) of this Special Condition, throughout the term hereby agreed to be granted—

(i) assign, mortgage, charge (except by way of a building mortgage under Special Condition No. (37)(d) hereof), demise, underlet, part with possession of or otherwise dispose of the building or buildings or such part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes, including the Historic Buildings, the kindergarten to be provided under Special Condition No. (21)(c)(iv)(I), the said RCHE, the Public LGV Carpark, the portion of the Pedestrian Subway within the Stratum, the Pedestrian Link 1, the Pedestrian Link 2, the New Pedestrian Subway Opening and Connection, the Office Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Non-Industrial Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Office Motor Cycle Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the lay-bys provided under Special Condition No. (44)(a)(ii) hereof, and such accommodation and facilities as the Director may consider appropriate (hereinafter collectively referred to as the "Non-Industrial Portion"), any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or

(ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the Non-Industrial Portion or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do.

(b) Subject to sub-clause (c) of this Special Condition, the Grantee may—

(i) after these Conditions shall have been complied with in all respects to the satisfaction of the Director, assign, mortgage or charge the Non-Industrial Portion but only as a whole and not a part thereof or any interest therein or enter into any agreement so to do; or

(ii) at any time whether prior to or after these Conditions shall have been complied with in all respects to the satisfaction of the Director, underlet the Non-Industrial Portion or any part thereof or enter into any agreement so to do provided that the tenancy or lease of the Non-Industrial Portion or any part thereof shall comply with the following terms and conditions—

(I) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any

right of renewal;

(II) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(III) no premium shall be paid by the tenant or lessee;

(IV) the rent payable shall not exceed a rack rent;

(V) no rent shall be payable in advance for a period greater than 12 calendar months;

(VI) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(VII) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.

(c) Prior to the assignment, mortgage, charge or underletting of the Non-Industrial Portion under sub-clause (b) of this Special Condition or any agreement so to do, the Grantee—

(i) shall at his own expense delineate in a manner acceptable to the Director the Non-Industrial Portion and shall not alter the agreed delineation without the prior written approval of the Director; and

(ii) shall at his own expense submit to the Director for his written approval a deed poll setting out the number of undivided shares in the whole of the lot to be allocated to the Non-Industrial Portion, having regard to the proportion which the gross floor area of the Non-Industrial Portion shall bear to the gross floor area of all the buildings erected or to be erected on the lot (hereinafter referred to as "the Approved Deed Poll"), and no amendment, variation, alteration, modification or substitution to the Approved Deed Poll shall be made by the Grantee except with the prior written approval of the Director who in giving approval may impose such terms and conditions as he thinks fit; and

(d) The Grantee shall adhere to the Approved Deed Poll in the DMC and in all dealings and transactions of the undivided shares of and in the lot and the Grantee shall not enter into any deeds or instruments which shall have the effect of amending, varying, altering, modifying or substituting the Approved Deed Poll without the prior written approval of the Director.

(e) For the purposes of these Conditions, the determination of the Director as to what constitutes the Non-Industrial Portion shall be final and binding on the Grantee."

Special Condition No. (71)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date (hereinafter referred to as "the Opening Date") as may be approved by the Permanent Secretary for Development (Planning & Lands) (hereinafter referred to as "the Permanent Secretary") complete, make fit and open for the use by the public the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(b) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, in case of non-fulfilment by the Grantee of the obligation under sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand as hereby agreed by way of pre-determined sum and not as a penalty, a sum calculated at the rate of HK$17,480.00 per day from the date immediately following the Opening Date up to and including the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(c) For the purpose of this Special Condition, the decision of the Permanent Secretary as to the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection shall be final and binding on the Grantee.

(d) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said pre-determined sum shall not discharge the Grantee from any of his obligations remaining to be observed and performed by him under the Conditions of the Land Grant."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""Non-Industrial Portion" means the non-domestic unit in the Development (which is the "Non-Industrial Portion" referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within the Subsequent Phase concerned) (collectively the "Specified Areas" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

…

(o) the Pedestrian Link 1;

…"

""Pedestrian Link 1" means "the Pedestrian Link 1" referred to in Special Condition No.(36)(a) of the Government Grant which is for identification purpose edged with brown dotted lines on the Plans and any Subsequent Phase Sub-Deed Plans."

Paragraph 11 of Schedule 8

"(a) The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the Pedestrian Link 1 (including Special Condition No.(36)(b) and Special Condition No.(36)(c) of the Government Grant)."

Deed of Dedication

Not Applicable

M. Pedestrian Link 2

Land Grant

Special Condition No. (69)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date as may be approved by the Director at the Grantee's own expense and to the satisfaction of the C for T construct and provide such barrier-free segregated pedestrian ways or paths for the purposes of linking up together the Brown Area and the Pedestrian Link 1 with such widths, at such positions and to such levels and alignments as the C for T shall require or approve (hereinafter referred to as "the Pedestrian Link 2").

(b) After compliance with sub-clause (a) of this Special Condition, the Grantee shall throughout the term hereby agreed to be granted at his own expense manage and maintain the Pedestrian Link 2 in good and substantial repair and condition to the satisfaction of the C for T.

(c) Subject to sub-clause (d) of this Special Condition, the Grantee shall on or before the Opening Date (as defined in Special Condition No. (71)(a) hereof) and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Link 2 open for the use by all members of the public 24 hours a day (except under emergency situation) on foot or by wheelchair for all lawful purposes freely and without payment of any nature whatsoever.

(d) (i) In the event of any redevelopment of the lot or any part thereof whereby the Pedestrian Link 2 or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the C for T at the Grantee's own expense and to the satisfaction of the C for T, replace the same by the construction and completion of such new pedestrian link or any part or parts thereof with such widths, at such positions and to such levels and alignments as the C for T shall require or approve.

(ii) In the event that any new pedestrian link or any part or parts thereof are constructed under sub-clause (d) (i) of this Special Condition, all references to "the Pedestrian Link 2" in these Conditions shall be deemed to refer to the new pedestrian link or such part or parts thereof and such part or parts of the Pedestrian Link 2 not demolished.

(e) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) The Grantee 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, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under this Special Condition.

(g) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition, neither the Grantee intends to dedicate nor the Government consent to any dedication of the Pedestrian Link 2 to the public for the right of passage.

(h) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession or right in respect of additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations.

(i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (21)(c) hereof,

(i) if the total gross floor area of the Pedestrian Link 2 is equal to or exceeds 334 square metres, there shall not be taken into account a total gross floor area of 334 square metres for the Pedestrian Link 2; and

(ii) if the total gross floor area of the Pedestrian Link 2 is less than 334 square metres, the total gross floor area of the Pedestrian Link 2 shall not be taken into account.

(j) For the purposes of this Special Condition, the expression "Grantee" shall mean Best Power (Asia) Limited and Jumbo Power Enterprises Limited jointly and severally excluding their assigns other than the assignee of the Non-Industrial Portion (as defined in Special Condition No. (70)(a)(i) hereof) (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) hereof (if any). The liability and obligations of the Grantee (including Best Power (Asia) Limited, Jumbo Power Enterprises Limited, the assignee of the Non-Industrial Portion (if any) and the assignee of the whole of the lot under an assignment made in accordance with Special Condition No. (38) of the Land Grant (if any)) under this Special Condition are joint and several."

Special Condition No. (70)

"(a) Without prejudice to Special Condition No. (37) hereof, the Grantee shall not, except as provided in sub-clause (b) of this Special Condition, throughout the term hereby agreed to be granted—

(i) assign, mortgage, charge (except by way of a building mortgage under Special Condition No. (37)(d) hereof), demise, underlet, part with possession of or otherwise dispose of the building or buildings or such part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes, including the Historic Buildings, the kindergarten to be provided under Special Condition No. (21)(c)(iv)(I), the said RCHE, the Public LGV Carpark, the portion of the Pedestrian Subway within the Stratum, the Pedestrian Link 1, the Pedestrian Link 2, the New Pedestrian Subway Opening and Connection, the Office Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Non-Industrial Parking Spaces (excluding the Parking Spaces for Disabled Persons), the Office Motor Cycle Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces, the lay-bys provided under Special Condition No. (44)(a)(ii) hereof, and such accommodation and facilities as the Director may consider appropriate (hereinafter collectively referred to as the "Non-Industrial Portion"), any interest therein (whether by way of direct or indirect reservation, the grant of any right of first refusal, option or power of attorney, or any other method, arrangement or document of any description) or enter into any agreement so to do; or

(ii) solicit or accept, whether directly or indirectly or through a solicitor, agent, contractor or trustee or through a company in which the Grantee or its nominee is directly or indirectly the owner of shares or which is the owner of shares in the Grantee or otherwise, any money, money's worth or other

valuable consideration of any description pursuant to any transaction, present or future, conditional or unconditional whereby the Non-Industrial Portion or any part thereof or any interest therein is or may be sold, assigned or otherwise disposed of or affected, or enter into any agreement so to do.

(b) Subject to sub-clause (c) of this Special Condition, the Grantee may—

(i) after these Conditions shall have been complied with in all respects to the satisfaction of the Director, assign, mortgage or charge the Non-Industrial Portion but only as a whole and not a part thereof or any interest therein or enter into any agreement so to do; or

(ii) at any time whether prior to or after these Conditions shall have been complied with in all respects to the satisfaction of the Director, underlet the Non-Industrial Portion or any part thereof or enter into any agreement so to do provided that the tenancy or lease of the Non-Industrial Portion or any part thereof shall comply with the following terms and conditions—

(I) the term of the tenancy or lease shall not exceed 10 years in the aggregate including any right of renewal;

(II) the tenancy or lease shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, any regulations made thereunder and any amending legislation, covering the building or that part of the building to which the tenancy or lease relates;

(III) no premium shall be paid by the tenant or lessee;

(IV) the rent payable shall not exceed a rack rent;

(V) no rent shall be payable in advance for a period greater than 12 calendar months;

(VI) the user permitted in the tenancy agreement or lease or agreement for tenancy or lease shall comply with these Conditions; and

(VII) none of the terms and conditions in the tenancy agreement or lease or agreement for tenancy or lease shall contravene these Conditions.

(c) Prior to the assignment, mortgage, charge or underletting of the Non-Industrial Portion under sub-clause (b) of this Special Condition or any agreement so to do, the Grantee—

(i) shall at his own expense delineate in a manner acceptable to the Director the Non-Industrial Portion and shall not alter the agreed delineation without the prior written approval of the Director; and

(ii) shall at his own expense submit to the Director for his written approval a deed poll setting out the number of undivided shares in the whole of the lot to be allocated to the Non-Industrial Portion, having regard to the proportion which the gross floor area of the Non-Industrial Portion shall bear to the gross floor area of all the buildings erected or to be erected on the lot (hereinafter referred to as "the Approved Deed Poll"), and no amendment, variation, alteration, modification or substitution to the Approved Deed Poll shall be made by the Grantee except with the prior written approval of the Director who in giving approval may impose such terms and conditions as he thinks fit; and

(d) The Grantee shall adhere to the Approved Deed Poll in the DMC and in all dealings and transactions of the undivided shares of and in the lot and the Grantee shall not enter into any deeds or instruments which shall have the effect of amending, varying, altering, modifying or substituting the Approved Deed Poll without the prior written approval of the Director.

(e) For the purposes of these Conditions, the determination of the Director as to what constitutes the Non-Industrial Portion shall be final and binding on the Grantee."

Special Condition No. (71)

"(a) The Grantee shall on or before the 31st day of March 2029 or such other date (hereinafter referred to as "the Opening Date") as may be approved by the Permanent Secretary for Development (Planning & Lands) (hereinafter referred to as "the Permanent Secretary") complete, make fit and open for the use by the public the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(b) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, in case of non-fulfilment by the Grantee of the obligation under sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand as hereby agreed by way of pre-determined sum and not as a penalty, a sum calculated at the rate of HK$17,480.00 per day from the date immediately following the Opening Date up to and including the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection all to the satisfaction of the Permanent Secretary.

(c) For the purpose of this Special Condition, the decision of the Permanent Secretary as to the date of completion, made fit and opening for the use by the public of the Pedestrian Subway, the Pedestrian Link 1, the Pedestrian Link 2 and the New Pedestrian Subway Opening and Connection shall be final and binding on the Grantee.

(d) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said pre-determined sum shall not discharge the Grantee from any of his obligations remaining to be observed and performed by him under these Conditions."

Deed of Mutual Covenant

Part A of Schedule 12 (Definitions)

""Non-Industrial Portion" means the non-domestic unit in the Development (which is the "Non-Industrial Portion" referred to in Special Condition No.(70)(a)(i) of the Government Grant) which is for identification purpose coloured pink on the Plans (applicable to the part thereof within Phase 1) and coloured pink and such other applicable colour(s) on any Subsequent Phase Sub-Deed Plans (applicable to the part thereof within the Subsequent Phase concerned) (collectively the "Specified Areas" in this definition) to which the Undivided Shares have been allocated and of which the Owner is entitled to the exclusive use, enjoyment and possession, which said expression shall include:

…

(p) the Pedestrian Link 2;

…"

""Pedestrian Link 2" means "the Pedestrian Link 2" referred to in Special Condition No.(69)(a) of the Government Grant which is for identification purpose shown on any Subsequent Phase Sub-Deed Plans."

Paragraph 11 of Schedule 8

"(b) The Owner of the Non-Industrial Portion (including the First Owner when it is the Owner of the Non-Industrial Portion) shall comply with the Government Grant provisions relating to the Pedestrian Link 2 (including Special Condition No.(69)(b) and Special Condition No.(69)(c) of the Government Grant)."

Deed of Dedication

Not Applicable

1. 對根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的描述

A. 承授人須鋪設、構建、鋪砌和鋪面處理批地文件夾附圖則A1上以粉紅色間黑斜線顯示的範圍(「粉紅色間黑斜線範圍」)，並且應在粉紅色間黑斜線範圍內，在建成街道水平面上，以及從建成街道水平面向上延伸至5.1米高度的上方空間(「通道範圍」)內，提供並安裝地政總署署長(「署長」)可能要求的街道照明、交通輔助設施、行人道和其他構築物。

B. 承授人須鋪設和構建該地段中於批地文件夾附圖則A1上以粉紅色間藍斜線顯示的該地段的所有部分(「粉紅色間藍斜線範圍」)及PSCHB範圍(定義見下文)，並且在該等範圍內提供署長可能要求的溝渠、污水管、排水渠、消防栓及連接至總水管的喉管、街燈、交通標誌、街道設施及道路標記。

C. (i) 承授人須在批地文件夾附圖則A1、圖則A2和圖則A3上以綠色顯示的範圍和批地文件夾附圖則A1上以綠色加黑點顯示的範圍內(「綠色範圍」)鋪設和構建未來公共道路，以及提供和建造署長全權酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(統稱「綠色範圍構築物」)。

(ii) 在綠色範圍內提供溝渠、污水管、排水渠、消防栓及連接至總水管的喉管、街燈、交通標誌、街道設施及道路標記。

(iii) 承授人須在批地文件夾附圖則A1以綠色加黑點顯示的範圍內鋪設和構建8個停車處。

(iv) 進行署長可能要求的清水灣道／龍翔道及豐盛街／平定道的道路交叉口改善工程。

(v) 承授人須在批地文件夾附圖則A1上以綠色加圓圈顯示的範圍內(「綠色加黑圓圈範圍」)鋪設和構建未來公共區域，以及提供和建造署長全權酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(統稱「綠色加黑圓圈範圍構築物」)。

(vi) 在綠色加黑圓圈範圍內提供溝渠、污水管、排水渠、消防栓及連接至總水管的喉管、街燈、交通標誌、街道設施及道路標記。

D. 承授人須在該地段內搭建和建造一個公眾休憩用地。

E. 承授人須鋪設、構建並為批地文件夾附圖則A1上以黃色顯示的範圍(「黃色範圍」)進行園景工程。

F. 承授人須在該地段內提供並維護公共輕型貨車停車場(定義見下文)。

G. 承授人須維護、管理、保養和修繕在批地文件夾附圖則A1上以棕色顯示的範圍(「棕色範圍」)，並在棕色範圍內建造、鋪設和構建一條鋪砌道路，該通道上將被授予通行權。

H. 承授人須在地段內提供及維修保養行人隧道(包括路政署署長及運輸署署長全權酌情認為日後擴建該行人隧道所需的任何支撐結構及接駁設施)，以將已在或將在該地段上興建的發展項目與港鐵彩虹站連接起來。

I. 承授人須建造並提供新行人隧道開口及連接(定義見下文)。

J. 承授人須在批地文件夾附圖則A1上以綠色間黑斜線加黑點顯示的範圍內，以及在批地文件夾附圖則A1上以黑色虛線顯示和「擬建有蓋行人天橋1」標記的位置上，豎立、建造並提供一座有蓋行人天橋(「有蓋行人天橋1」)。

K. 承授人須在批地文件夾附圖則A2上以綠色和紫色顯示的範圍內，以及在以黑色虛線顯示和「擬建有蓋行人天橋2」標記的位置上，豎立、建造並提供一座有蓋行人天橋(「有蓋行人天橋2」)。

L. 承授人須在地段內興建及提供分隔式行人通道或路徑(下稱「行人連接通道1」)，用以將行人隧道、有蓋行人天橋1、公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接，以及行人連接通道2連接起來。

M. 承授人須在地段內興建及提供分隔式行人通道或路徑(下稱「行人連接通道2」)，用以將棕色範圍與行人連接通道1連接起來。

2. 對根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的描述

見上文A、B、C、D、E、F及G 段

上文第1段D項所述的公眾休憩用地，以及上文第1段F項所述的公共輕型貨車停車場均構成非工業部分的一部分，並由該非工業部分的業主管理、營運及維修保養。

上文第1段B項所述的粉紅色間藍斜線範圍及PSCHB範圍並非由期數中的住宅物業的業主擁有，而是由該等範圍的業主管理、營運或維持。

3. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小

自費在該地段內搭建、建造及提供面積不少於2,200平方米，或署長批准的較小面積的一個公眾休憩用地，使署長滿意。

4. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分的描述

不適用。

5. 顯示第1及2段所提及之設施、第3段所提及之休憩用地(如有)及第4段所提及之土地中的該等部分(如有)之圖則

見本節內之圖則。

6. 公眾之使用權

就上文第1、2、3及4段所提及供公眾使用的任何該等設施及休憩用地，及該土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或該土地中的該等部分。

7. 管理、營運及維持

第2段所提及之設施、第3段所提及之休憩用地(如有)按規定須由發展項目中的住宅物業的擁有人出資管理、營運或維持。該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地(如有)的部分開支。

8. 批地文件、撥出私人地方供公眾使用的契據(如有)及發展項目公契中關於第1及2段所提及之設施、第3段所提及之休憩用地(如有)及第4段所提及之土地中的該等部分(如有)的條文

A. 通道範圍

批地文件

特別條款第(6)條

「(a) 除事先獲得署長書面同意外，不得在本文件夾附圖則A1上以 粉紅色間黑斜線顯示的範圍(以下簡稱「粉紅色間黑斜線範圍」)之上、上方、以上或之內建造任何建築物、構築物或建築物或構築物的支撐結構(本特別條款第(b)款及第(h)款所述構築物除外)，除非提供一個從根據本特別條款第(b)款形成的粉紅色間黑斜線範圍建成街道水平面向上延伸至不少於5.1米高度的淨空間。

(b) 承授人須於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前，或在署長核准的其他延長期間內，自費完成下列事項，在所有方面使署長滿意：

(i) 依照署長批准的方式、材料、標準、標高、定線和設計，鋪設、構建、鋪砌和鋪面處理粉紅色間黑斜線範圍；粉紅色間黑斜線範圍在建成街道水平面的面積，及從建成街道水平面向上延伸至5.1米高度的空間，以下簡稱「該通道範圍」；及

(ii) 在該通道範圍內提供和安裝署長可要求的路燈、交通輔助設施、行人道和其他構築物，以便車輛和行人能夠在該通道範圍內通行。

(c) 在本協議所同意授予之年期內，承授人須自費管理和維護該通道範圍及其上的路燈、交通設施、行人道和其他構築物，使其處於良好且修繕妥當的狀態，並保持清潔整齊，在所有方面使署長滿意。

(d) 如承授人未能履行本特別條款第(b)款和(c)款規定的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人須依照政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(e) 政府、署長、其官員、承包商以及經其正式授權的任何其他人員，對於承授人或任何其他人因承授人履行本特別條款第(b)、(c)和(f)款規定的義務，或因政府、署長、其官員、承包商以及經其正式授權的任何其他人員行使本特別條款第(d)和(f)款賦予的權利而引起或與之相關，或以其他方式引起的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向上述任何一方提出賠償要求。

(f) 自署長可隨時以書面通知承授人他全權酌情指定的日期(以下簡稱「該通道範圍運作日期」)起，並在本協議所同意授予之年期內，承授人須允許政府(包括政府授權的任何人員)及所有公眾人士在任何時間為所有合法目的，自由且無須支付任何費用，以車輛、步行或輪椅方式通過、出入、穿過該通道範圍。

(g) 除本特別條款第(b)款和第(c)款所述工程外，未經署長事先書面同意，承授人不得進行任何工程，或從事或允許從事任何在署長看來(署長的意見為最終決定，對承授人具有約束力)可能妨礙或干擾車輛通行和行人步行或輪椅通過、出入、穿過該通道範圍的行為。

(h) 承授人須允許，在任何合理時間：

(i) 署長、其官員、承包商及其授權的任何其他人員有權自由 且不受限制地進出、通過、再通過該地段或其任何部分，以便檢查、核查和監督根據本特別條款第(b)款和第(c)款進行的任何工程，和進行、檢查、核查和監督本特別條款第(d)款規定的工程，以及署長認為在粉紅色間黑斜線範圍內必要的任何其他工程。

(ii) 水務監督的官員及其授權的其他人員有權自由、不受限 制地進出、通過、再通過該地段或水務監督的官員及其授權的其他人員要求其任何部分，以便在粉紅色間黑斜線範圍內開展鋪設、運行、維護、修理、更換和更改水務設施相關的任何工程。

(i) 政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員，對於因政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員行使本特別條款第(h)款所賦予的權利而導致承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任；承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。

(j) 除批地文件特別條款第(42)條規定外，該通道範圍不得用於車輛通行、行人步行或輪椅通行或署長要求或批准的用途以外的任何其他用途。該通道範圍及其任何部分不得放置或存放任何貨物，亦不得停放任何車輛。

(k) 就本特別條款而言，署長對何為建成街道水平面的決定為最終決定，對承授人具有約束力。

(l) 該通道範圍應被指定為本特別條款第(40)(a)(v)條所述的公用地方，並構成其一部分。

(m) 特此明確同意、聲明及規定，本特別條款第(f)款所規定的承授人義務，並不代表承授人有意將該通道範圍劃撥給公眾通行或政府同意將該通道範圍劃撥給公眾通行。

(n) 特此明確同意並聲明，本特別條款第(f)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索求。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索求。」

公契

附表 12 的A 部分（定義）

「「發展項目公用地方及設施」指擬供發展項目全體業主共同使用及受益，而非只供發展項目任何業主或部分業主獨自享用的公用地方及設施，包括下列各項：

(i) 通道範圍；

……」

撥出私人地方供公眾使用的契據

不適用

B. 粉紅色間藍斜線範圍及 PSCHB 範圍

批地文件

特別條款第(7)條

「(a) (i) 就本協議所同意授予的條件而言，下列表述具有以下含義：

(I) 「粉紅色間藍斜線範圍」指在本文件夾附圖則A1上以粉紅色間藍斜線顯示的該地段的所有部分；

(II) 「該地層」指在本文件夾附圖則A1上以粉紅色間藍交叉線顯示位於香港主水平基準以上-0.6米至香港主水平基準以上6.2米之間的地層所有部分；及

(III) 「PSCHB範圍」指在本文件夾附圖則A1上以粉紅色加藍點和粉紅色間藍交叉線顯示的該地段的所有部分，但不包括該地層。

(ii) 除事先獲得署長的書面同意外，不得在粉紅色間藍斜線範圍之上、上方、下方、之下或之內搭建、建造或放置任何建築物、構築物或任何建築物或構築物的支撐物(本特別條款第 (b) 和 (j) 款所述的構築物以及本特別條款第 (a)(iv) 款所述的該簷篷(如有)除外)。

(iii) 除批地文件特別條款第(33)條另有規定外，未經署長事先書面同意，不得在PSCHB範圍之上、上方、下方、之下或之內搭建或建造任何建築物、構築物或任何建築物或構築物的支撐物(本特別條款第 (b) 和 (j) 款所述的構築物除外)。

(iv) 經署長事先書面同意，並符合其規定的任何條件，承授人可以在署長批准的高度和範圍內，建造和維護超出粉紅色間藍斜線範圍的部分之上的該簷篷(以下統稱為「該簷篷」)。

(b) 承授人須：

(i) 在2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前(或在署長批准的其他延長期限內)，自費按照署長批准的方式、材料、標準、水平、定線和設計完成以下工程，在所有方面使署長滿意：

(I) 鋪設和構建粉紅色間藍斜線範圍和PSCHB範圍；及

(II) 在粉紅色間藍斜線範圍和PSCHB範圍內提供和興建署長全權酌情決定的下水道、道路、路面或其他構築物，

以便行人可以在粉紅色間藍斜線範圍內通行，車輛和行人可以在PSCHB範圍內通行；及

(ii) 於2028年9月30日(註：政府已批准將該日期延至2029年3月31日) 或之前(或在署長批准的其他延長期限內)，自費在粉紅色間藍斜線範圍和PSCHB範圍鋪設路面、路緣石和排水渠，並且在該等範圍內提供署長可能要求的溝渠、污水管、排水渠、消防栓及連接至總水管的喉管、街燈、交通標誌、街道設施及道路標記，使署長滿意：

(c) (i) 除本特別條款第(c)(iii)款另有規定外，承授人須自費管理和維護粉紅色間藍斜線範圍或其中尚未根據本特別條款第(g)(i)款移交給政府的部分連同在其上或其內所有已建造、安裝和提供的建築物、服務、街道設施和設備，並保持其良好狀態，使署長滿意，直至根據本特別條款第(g)(i)款第 (g)(i) 款將整個粉紅色間藍斜線範圍移交給政府為止。

(ii) 承授人須自費管理和維護PSCHB範圍或其中尚未根據本特別條款第(g)(i)款移交給政府的部分連同在其上或其內所有已建造、安裝和提供的建築物、服務、街道設施和設備，並保持其良好狀態，使署長滿意，直至根據本特別條款第(g)(i)款第 (g)(i) 款將整個PSCHB範圍移交給政府為止。

(iii) 無論是在本特別條款第(g)(i)款規定將粉紅色間藍斜線範圍移交給政府之前還是之後，承授人須在任何時候自費維護該簷篷(如有)，使其保持良好狀態，在所有方面使署長滿意。承授人應對該簷篷的存在、該簷篷的狀態和狀況、該簷篷缺乏維修或維護，或與該簷篷相關的任何其他事項而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得賠償。承授人須應署長隨時要求，自費在署長規定的時間內拆除並移除該簷篷或其任何部分。

(d) 如承授人未能履行本特別條款第(b)及(c)款下的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人須應署長要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(e) (i) 在按本特別條款第(g)(i)款將整個粉紅色間藍斜線範圍移交給政府之前的所有合理時間內，承授人應允許署長、其官員、承包商以及其授權的任何其他人員(無論是否攜帶工具、設備、機械或機動車輛)自由且不受限制地進出、通過、再通過該地段或其任何部分，以便檢查、核查和監督根據本特別條款第(b)款和第 (c)款進行的任何工程和進行、檢查、核查和監督本特別條款第(d)款規定的工程，以及署長認為在粉紅色間藍斜線範圍或其任何部分進行的任何其他必要工程。

(ii) 在按本特別條款第(g)(i)款將整個PSCHB範圍移交給政府之前的所有合理時間內，承授人應允許署長、其官員、承包商以及其授權的任何其他人員(無論是否攜帶工具、設備、機械或機動車輛)自由且不受限制地進出、通過、再通過該地段或其任何部分，以便檢查、核查和監督根據本特別條款第(b)款和第(c)款進行的任何工程和進行、檢查、核查和監督本特別條款第(d)款規定的工程，以及署長認為在PSCHB範圍或其任何部分進行的任何其他必要工程。

(f) 政府、署長、其官員、承包商及其授權的任何其他人員，對於承授人或任何其他人因承授人履行本特別條款第(b)、(c)和(h)款規定的權利，或其他原因而引起或與之相關的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向上述任何一方提出賠償要求。

(g) (i) (I) 承授人應在署長不時要求時，自費將粉紅色間藍斜線範圍(為避免疑義，不包括該簷篷所佔用的空域或區域，視情況而定)或署長指定其任何部分的空置管有權不帶任何產權負擔交還給政府，政府無須向承授人支付任何款項或補償。為此，承授人應自費按署長批准或要求的格式和內容簽署一份或多份交還契據及其他必要文件。政府並無義務接受承授人提出交還粉紅色間藍斜線範圍或其任何部分的要求，但可酌情決定何時接受。為避免疑義，即使交還了粉紅色間藍斜線範圍，承授人仍應依照本特別條款第(c)(iii)款的規定，在本協議所同意授予之年期繼續維護該簷篷。

(II) 承授人應在署長不時要求時，自費將PSCHB範圍或署長指定其任何部分的空置管有權不帶任何產權負擔交還給政府，政府無須向承授人支付任何款項或補償。為此，承授人應自費按署長批准或要求的格式和內容簽署一份或多份交還契據及其他必要文件。政府並無義務接受承授人提出交還PSCHB範圍或其任何部分的要求，但可酌情決定何時接受。為避免疑義，該地層不屬於 PSCHB範圍的一部分，也不會根據本第(g)(i)(II)款交還。

(ii) 在根據本特別條件第(g)(i)款交還整個粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)和整個PSCHB範圍之前，承授人不得轉讓、按揭、抵押、出租、分租、放棄佔有權或以其他方式處置或質押該地段或其任何部分或其任何權益，或該地段上的任何建築物或其任何部分，或訂立任何此類協議，除非且直至承授人已從該地段中分割出粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)和PSCHB範圍，使署長滿意。惟本第 (g)(ii)款不適用於按批地文件特別條款第(38)條規定對整個該地段的轉讓，或符合批地文件特別條款第(37)(c)條規定的租賃協議或租賃合同，或根據批地文件特別條款第(37)(d)條規定進行的建築按揭。在進行上述分割之前，承授人應將分割文件提交給署長書面批准。為避免疑義，不得按本第(g)(ii)款從該地段分割出該地層。

(iii) 除本特別條款第(g)(i)款另有規定外，未經署長事先書面同意，承授人不得轉讓、按揭、抵押、出租、分租、放棄佔有權或以其他方式處置或質押粉紅色間藍斜線範圍和PSCHB範圍或其任何部分或其中任何權益，亦不得訂立任何此類協議。惟本第(g)(iii)款不適用於根據批地文件特別條款第(38)條規定對整個該地段的轉讓，或根據批地文件特別條款第(37)(d)條規定進行的建築按揭。

(h) (i) 在按照本特別條款第 (b)款的要求完成粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)的工程，使署長滿意後，且在按照本特別條款第(g)(i)款將整個粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)移交給政府之前，承授人應允許政府(包括政府授權的任何人士)及所有公眾人士出於一切合法目的，在白天和夜間隨時自由無需支付任何費用，即可步行或乘坐輪椅往返、通行、穿過粉紅色間藍斜線範圍(不包括該簷篷所佔用的空域或區域(視情況而定)，如有)。

(ii) 自署長可絕對酌情決定隨時以書面通知承授人的日期起，直至根據本特別條款第 (g)(i) 款的規定移交整個 PSCHB範圍給政府為止，承授人應始終允許政府(包括政府授權的任何人員)和所有公眾人士出

於所有合法目的，自由且無需支付任何費用，即可駕車、步行或乘坐輪椅往返、通行、穿過 PSCHB 範圍。

(i) (i) 承授人不得將粉紅色間藍斜線範圍或其任何部分用於行人步行或輪椅通行或署長自行酌情批准的用途以外的任何用途。任何物品不得放置在粉紅色間藍斜線範圍或其任何部分內，任何車輛不得停放在粉紅色間藍斜線範圍或其任何部分內。

(ii) 承授人不得將PSCHB範圍或其任何部分用於車輛通行或行人通行(步行或乘坐輪椅)或署長自行酌情批准的用途以外的任何用途。任何物品不得放置在PSCHB範圍或其任何部分內，任何車輛不得停放在PSCHB範圍或其任何部分內。

(j) 承授人應允許水務監督的官員及其授權的其他人員在任何合理時間內自由、不受限制地進出該地段或其任何部分，以便進行水務監督的官員及其授權的其他人員可能要求在粉紅色間藍斜線範圍或其任何部分或 PSCHB範圍或其任何部分內進行鋪設、運行、維護、修理、更換和改造任何水務設施有關的工程。

(k) 政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員，對於政府、署長、水務監督、其官員和承包商以及任何其他經其授權的人員行使本特別條款第(j)款所賦予的權利而導致或伴隨發生使承授人或任何其他人所遭受的損失、損害、妨害干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。

(l) 特此明確同意、聲明及規定，本特別條款第(h)款所規定的承授人義務，並不代表承授人有意將粉紅色間藍斜線範圍和 PSCHB範圍或其任何部分劃撥給公眾通行或政府同意將粉紅色間藍斜線範圍和 PSCHB範圍或其任何部分撥給公眾通行。

(m) 特此明確同意並聲明，本特別條款第(h)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外上蓋面積或地積比率的優惠或權利的預期或索賠。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的索賠。

(n) 承授人同意，在根據本特別條款第(g)(i)款交還粉紅色間藍斜線範圍和 PSCHB範圍或其任何部分後，若對該地段或其任何部分進行開發或重建時，由於該地段面積減少或其他原因，他可能無法取得批地文件特別條款第(21)(c)條允許的最大總樓面面積。若無法取得批地文件特別條款第(21)(c)條允許的最大總樓面面積，政府概不承擔任何責任，承授人亦不得向政府要求任何補償、退還地價或其他方面的索賠。」

公契

不適用

撥出私人地方供公眾使用的契據

不適用

C. 綠色範圍和綠色加圓圈範圍

批地文件

特別條款第(8)條

「(a) (i) 承授人應：

(I) 於 2028年9月30日(註：政府已批准將該日期延至 2029年3月31日)或之前，或在署長批准的其他延長期限內，自費按照署長批准的方式、材料、標準、水平、定線和設計進行，在所有方面使署長滿意：

(A) 鋪設和構建在本文件夾附圖則A1、圖則A2和圖則A3上以綠色顯示和本文件夾附圖則A1上以綠色加黑點顯示的未來公共道路部分(以下統稱「綠色範圍」)，以及提供和建造署長全權酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路、停車處或其他構築物(按批地文件特別條款第(35)條建造的有蓋行人天橋2除外)(統稱「綠色範圍構築物」)，以便車輛及行人在其中通行；

(B) 在綠色範圍鋪設路面、路緣石及渠道，並提供署長可能要求的溝渠、污水管、排水渠、消防栓及連接至總水管的喉管、街燈、交通標誌、街道設施及道路標記；

(C) 在不影響本特別條款第(a)(i)(I)(A)款一般規定的前提下，在本文件夾附圖則A1以綠色加黑點顯示的範圍內鋪設和構建8個(或署長批准或要求的其他數量)停車處；及

(D) 進行署長可能要求的清水灣道／龍翔道及豐盛街／平定道的道路交叉口改善工程；及

(II) 於本協議所同意授予之日起 60 個曆月(註：政府已批准將該日期延至 2027年7月17日)內，或在署長批准的其他延長期限內，自費按照署長批准的方式、材料、標準、水平、定線和設計進行，在所有方面使署長滿意：

(A) 鋪設和構建在本文件夾附圖則A1上以綠色加圓圈顯示的未來公共道路部分(以下稱「綠色加黑圓圈範圍」)，以及提供和建造署長全權酌情要求的橋樑、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色加黑圓圈範圍構築物」)，以便車輛及行人在其中通行；及

(B) 在綠色加黑圓圈範圍鋪設路面、路緣石及渠道，並提供署長可能要求的溝渠、污水管、排水渠、消防栓及連接至總水管的喉管、街燈、交通標誌、街道設施及道路標記；

(ii) 承授人應自費維護以下範圍處於良好狀態，使署長滿意：

(I) 綠色範圍或其中尚未根據批地文件特別條款第(9)條移交給政府的部分和綠色範圍構築物及在其上或其內所有已建造、安裝和提供的建築物、路面、溝渠、污水管、排水渠、行人道、消防栓、服務、路燈、交通標誌、街道設施、道路標記及機械，直至根據批地文件特別條款第(9)條將整個綠色範圍的佔有權交還政府為止，但受制於批地文件特別條款第(35)(b)(i)條；及

(II) 綠色加黑圓圈範圍或其中尚未根據批地文件特別條款第(9)條移交給政府的部分和綠色加黑圓圈範圍構築物及在其上或其內所有已建造、安裝和提供的建築物、路面、溝渠、污水管、排水渠、行人道、消防栓、服務、路燈、交通標誌、街道設施、道路標記及機械，直至根據批地文件特別條款第(9)條將整個綠色加黑圓圈範圍的佔有權交還政府為止，

(b) 如承授人未能履行本特別條款第(a)款規定的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人應依政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(c) 署長對因承授人履行本特別條款第(a)款下的義務，或政府行使本特別條款第(b)款下的權利或其他原因引起或附

帶使承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向政府、署長或其授權人員提出任何賠償要求。」

特別條款第(9)條

「(a) 僅為了執行批地文件特別條款第(8)(a)條和第(35)(a)條所規定的必要工程之目的，承授人於本協議所同意授予之日獲得綠色範圍和綠色加黑圓圈範圍的佔有權。

(b) (i) 綠色範圍或署長隨時要求其任何部分，應在要求時歸還政府。署長的信函表明批地文件的條件已無論在任何情況下，綠色範圍應視為已於署長發出函件(表示批地文件之條款已令其滿意地獲得遵守)之日期，由承授人重新交還予政府。但是按本第(b)(i)款規定應歸還或視為已歸還政府的綠色範圍不包括批地文件特別條款第(35)條所述的有蓋行人天橋2，該天橋僅在根據批地文件特別條款第(35)(j)條被要求時方可移交政府。

(ii) 綠色加黑圓圈範圍或署長隨時要求其任何部分，應在要求時歸還政府。無論在任何情況下，綠色加黑圓圈範圍視為已於署長發出函件(表示批地文件之條款已令其滿意地獲得遵守)之日期，由承授人重新交還予政府。

(c) 承授人在其佔有綠色範圍和綠色加黑圓圈範圍或其任何部分期間，應允許所有政府和公共車輛和行人免費自由通行綠色範圍和綠色加黑圓圈範圍或其任何部分，並應確保此類通行不會因根據批地文件特別條款第(8)(a)條進行的工程或其他原因而受到干擾或阻礙。」

特別條款第(10)條

「除批地文件特別條款第(35)條另有規定外，未經署長事先書面同意，承授人不得將綠色範圍或綠色加黑圓圈範圍用於倉儲、搭建任何臨時建築物或用於批地文件特別條款第(8)條所列工程以外的任何其他用途。」

特別條款第(11)條

「(a) 承授人在其佔有綠色範圍和綠色加黑圓圈範圍或其任何部分期間，應在所有合理時間內：

(i) 允許署長、其官員、承包商和任何其他經其授權的人員，自由及不受限制地進出、通過、再通過該地段、綠色範圍和綠色加黑圓圈範圍或其任何部分，以便檢查、核查和監督根據批地文件特別條款第(8)(a)、(3 5)(a)和(35)(b)條進行的任何工程，以及進行、檢查、核查和監督批地文件特別條款第(8)(b)條規定的工程和署長認為在綠色範圍和綠色加黑圓圈範圍或其任何部分進行的任何其他必要工程；

(ii) 根據政府或及經政府授權的相關公用事業公司的要求，允許政府及相關公用事業公司自由及不受限制地進出、通過、再通過該地段、綠色範圍和綠色加黑圓圈範圍或其任何部分，以便於在綠色範圍和綠色加黑圓圈範圍或任何相鄰土地上、之上或之下進行任何工程，包括但不限於鋪設及後續維護所有管道、電線、導管、電纜管道及其他傳導媒介及輔助設備，以提供電話、電力、燃氣(如有)及其他服務，供該地段或任何相鄰或鄰近土地或物業使用。承授人應就上述在綠色範圍和綠色加黑圓圈範圍和綠色加黑圓圈範圍或其任何部分進行的任何工程事宜，與政府及經政府正式授權的相關公用事業公司充分合作；及

(iii) 允許水務監督的官員及其授權的其他人員自由及不受限制地進出、通過、再通過該地段、綠色範圍和綠色加黑圓圈範圍或水務監督的官員及其授權的其他人員要求其任何部分，以便在綠色範圍和綠色加黑圓圈範圍或其任何部分內進行與任何水務設施的運作、維護、修理、更換和改造相關的任何工程。

(b) 政府對於政府、其官員、代理人、承包商及根據本特別條款第(a)款正式授權的任何其他人員或公用事業公司行使權利而給承授人或任何其他人造成的或遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。」

特別條款第(58)條

「承授人須在任何時候，特別是在任何建築、保養、翻新或維修工程(以下簡稱「該工程」)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，避免對該地段或其中任何部分、綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水管(包括但不限於本文件夾附圖則A1上以藍色線顯示的兩條每條直徑為 900 毫米的總水管和一條直徑為 600 毫米的總水管(以下統稱為「該等現有總水管」)、道路、行人路、行人徑、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」)造成任何損壞。承授人在進行上述任何該工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何該等服務設施的位置及水平高度，並提交處理任何該等服務設施一切方面的書面建議給署長，供他審批，但必須在取得署長對該工程及上述建議作出的書面批准後才能進行任何工程。承授人須履行署長對該等服務設施的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復以任何方式進行該工程對該地段或其中任何部分或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分或任何該等服務設施造成的任何損壞、干擾或阻塞(除非署長另作選擇，明渠、污水渠、雨水渠、排水渠或總水管須由署長負責修復，承授人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承授人未能對該地段或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中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，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須在要求時向政府支付該等工程的費用。」

特別條款第(62)條

「(a) 承授人在該地段或毗鄰粉紅色間藍斜線範圍的綠色範圍進行任何建築工程之前，必須諮詢香港鐵路有限公司，以確保任何此類工程不會損害、干擾或危及《香港鐵路條例》(第556章)經《兩鐵合併條例》修訂)第2條所界定的香港鐵路(以下簡稱「港鐵」)的任何鐵路工程、構築物、設施或裝置的安全以及港鐵的運作(對此，署長的決定具有最終效力)。如署長要求，承授人須自費採取香港鐵路有限公司可能要求的預防措施，以確保任何鐵路工程、構築物、設施或裝置的安全以及港鐵的運作。

(b) 承授人應遵守所有現行有效與港鐵相關的條例、細則和規章及其任何修訂。

(c) 承授人應自費遵守建築事務監督(及消防處處長)就與港鐵相連或鄰近的任何建築物的建造(包括所用材料)、維修和維護提出的任何特殊要求。

(d) 承授人應允許署長、香港鐵路有限公司及其正式授權的官員、僱員和承包商，無論是否攜帶工具、車輛、機械或設備，自由且不受限制地進出該地段及其上建造的任何建築物，以及毗鄰粉紅色間藍斜線範圍的綠色範圍中尚未根據批地文件特別條款第(9)(b)(i)條交還政府的部分，進行工程和勘測、檢查、檢驗、維護、改善或發展港鐵之目的。署長及其正式授權的官員、員工和承包商對於因行使本(d)款所賦予的權利而導致或與之相關造成承授人的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就此向署長及其正式授權的官員、員工和承包商提出任何索賠或異議。」

<u>公契</u>

附表12的A部分（定義）

「「**地盤外範圍**」指「綠色範圍」(定義見政府批地文件特別條款第(8)(a)(i)(I)(A)條)、「綠色範圍構築物」(定義見政府批地文件特別條款第(8)(a)(i)(I)(A)條)、「綠色加黑圓圈範圍」(定義見政府批地文件特別條款第(8)(a)(i)(II)(A)條)、「綠色加黑圓

圈範圍構築物」(定義見政府批地文件特別條款第(8)(a)(i)(II)(A)條)、「黃色範圍」(定義見政府批地文件特別條款第(13)(a)(i)條)、「棕色範圍」(定義見政府批地文件特別條款第(25)(a)條)、「鋪砌道路」(定義見政府批地文件特別條款第(25)(b)條)、「綠色間黑斜線範圍」(定義見政府批地文件特別條款第(26)(a)條)及「綠色間黑交叉線範圍」(定義見政府批地文件特別條款第(27)(a)條)。」

「**保險適用區域**」指公用地方及設施、斜坡構築物和地盤外範圍(直至其管有權交付給政府為止)。

附表5的C部分第17段

「根據政府批地文件,與地盤外範圍(直至其管有權交付給政府為止)相關的所有費用。」

附表 4 第 1(n) 段(業主契諾)

「1. 使用和活動

(n) 業主不得實施或允許或容許任何可能導致發展項目、該土地或保險適用區域的任何保險失效或可撤銷,或導致任何此類保險的保險費增加的行為或事情。如任何業主違反本契諾,除由此產生的任何其他責任外,該業主還應承擔因該違約行為而導致增加的保險費金額。」

附表6第4段(經理人的權力)

「4. 防止侵蝕

盡可能防止任何垃圾或其他物質從發展項目傾倒、沖刷、侵蝕或掉落到任何公共道路或路渠、污水渠、排水渠、明渠或其他政府物業,並清除任何此類物質,確保經理人按照本規定進行的任何維護或其他工程,不會對任何政府物業或任何排水渠、水道、水路、總水管、道路、行人徑、街道設施、污水渠、明渠、管道、電纜、電線、公用設施或其他位於該土地或任何地盤外範圍內、下方、上方或鄰近的工程或設施造成任何損害,並修復任何此類損害。」

附表 6 的第 2(a) 段(經理人的權力)

「2. 保險

(a) 以經理人的名義代表該土地及發展項目的業主按他們各自的權益向信譽卓著的保險公司,為保險適用區域及其所有部分投購和保持投購盡可能全面及合理的火險及/或經理人認為合適的其他保險(除非業主立案法團另有指示),保險金額為十足全新重置價值和投購佔用人責任保險、公眾責任保險和為經理人管理發展項目所專門聘請的僱員投購的僱主責任保險或經理人認為合適的其他保險,保險費為經理人認為合適的款項,並支付一切要求的保險費,以保持該等保險生效。」

附表 6 的第 21 段(經理人的權力)

「21. 邊界外事項

就地盤外範圍(在未根據政府批地文件歸還政府的範圍內)而言,經理人應履行政府批地文件、法律或相關保險公司要求的所有行為、活動和工程,或經理人認為為履行和遵守政府批地文件、法律或相關保險公司規定而適當的其他行為、活動和工程。」

第4.7.3條

「管理人(除非業主立案法團另有指示)須負責就保險適用區域投購及更新火險及其他風險保險,保額為足額重置價值,並須投購涵蓋公眾責任、佔用人責任及僱主責任的保險。」

撥出私人地方供公眾使用的契據

不適用

D. 公眾休憩用地

批地文件

特別條款第(12)條

「(a) 承授人須於2028年9月30日(註:政府已批准將該日期延至 2029年3月31日) 或之前(或在署長批准的其他延長期限內),自費在該地段內搭建、建造及提供面積不少於2,200平方米,或署長批准的較小面積的一個公眾休憩用地,使署長滿意。署長的批准可附帶署長自行酌情決定的條件(包括但不限於支付補地價和行政費)(本特別條款項下提供的公眾休憩用地以下簡稱「公眾休憩用地」)。公眾休憩用地的選址、構建、配套設施、景觀美化、植物種植、維護須按署長要求的方式、材料、設備和設施提供,由承授人承擔費用,在所有方面使署長滿意。

(b) 承授人須在本協議所同意授予之年期內自費管理、維護、清潔和保持公眾休憩用地處於良好且修繕妥當的狀態,在所有方面使署長滿意。

(c) 在本特別條件第(a)款所述工程竣工後,承授人應允許所有公眾人士出於合法的動態或靜態休閒目的(須遵守下文所述的署長所施加的任何條件、要求和限制),在白天和夜間(或署長批准或要求的其他時間)隨時免費和無償通行、沿著、越過、經過、穿過、享用公眾休憩用地及在其上的設備和設施。公眾休憩用地的使用(包括但不限於可進行的活動)在所有方面均須遵守署長隨時施加的條件、要求和限制,承授人應遵守並符合該等條件、要求和限制。

(d) 特此明確同意、聲明及規定,本特別條款第(c)款所規定的承授人義務,並不代表承授人有意將公眾休憩用地劃撥給公眾通行或享用或政府同意將公眾休憩用地劃撥給公眾通行或享用。

(e) 特此明確同意並聲明,本特別條款第(c)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索賠。為避免疑義,承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的索賠。」

特別條款第(34)條

「…

(f) 承授人應在有蓋行人天橋1存在期間或署長批准的其他時間內,允許所有公眾人士出於所有合法目的,在白天和夜間免費且無需支付任何費用步行或乘坐輪椅通過、再通過、出入、上下有蓋行人天橋1,以便往返於公眾休憩用地、清水灣道以及通過批地文件特別條款第(36)條所述的行人連接通道往返行人隧道開口及連接。」

特別條款第(36)條

「(a) 承授人應於 2029 年 3 月 31 日或之前或署長可批准的其他日期,自費按運輸署署長決定和批准的闊度、位置、水平和定線建造並提供行人專用無障礙通道或路徑,以便銜接行人隧道、有蓋行人天橋1、公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接(定義見本文件特別條款第 (68)(a) 條)和行人連接通道 2(定義見本文件特別條款第 (69)(a) 條)(以下簡稱「行人連接通道 1」),令運輸署署長滿意。

(b) 在實施本特別條款第(a)款規定後,承授人應在本協議所同意授予之年期內內自費管理和維護行人連接通道 1,使其保持良好且實質性的維修狀態,令運輸署署長滿意。

(c) (i) 除本特別條款第(d)款另有規定外,承授人應於啟用日期(定義見本文件特別條款第(71)(a)條)或之前,以及此後在本協議所同意授予之年期內,保持行人連接通道 1全天24小時開放,供所有公眾人士出於所有合法目的,自由且無需支付任何性質的費用使用(緊急情況除外),除了連接行人隧道的發展項目地庫2層部分(以下簡稱「地庫2層部分」),該部

分應在港鐵彩虹站的開放時間內供所有公眾人士使用，以及連接新行人隧道開口及連接(定義見本文件特別條款第 (68)(a) 條)的地庫1層部分(以下簡稱「「地庫1層部分」)，該部分應全天24小時(或在路政署署長批准或要求的其他時間內)開放，供所有公眾人士步行或乘坐輪椅使用。

(ii) 就本特別條款第(c)(i)款而言，發展項目的地庫2層和地庫1層應以經批准的總平面圖(定義見本文件特別條款第(64)(a)款)所示為準，運輸署署長對「地庫2層部分」和「地庫1層部分」的決定為最終決定，對承授人具有約束力。

(d) (i) 如因該地段或其任何部分進行重建，導致行人連接通道 1或其任何部分需要拆除，承授人應在運輸署署長規定的期限內，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造和完成新的行人連接通道或其任何部分，令運輸署署長滿意。

(ii) 倘若按本特別條款第(d)(i)款建造任何新的行人連接通道或其任何部分，則本條款中所有提及「行人連接通道 1」之處應視為指新的行人連接通道或其任何部分，以及行人連接通道 1中未被拆除的部分。

(e) 政府對承授人或任何其他人因履行或不履行本特別條款件下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(f) 承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第 (c)款所定承授人的義務，並不表示承授人意圖將該行人連接通道 1撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第(c)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為避免疑義，行人連接通道 1 的全部面積應計入本文件特別條款第(21)(c) 條規定的總樓面面積計算。

(j) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見本文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)) 須共同及個別地承擔本特別條款項下的責任和義務。」

特別條款第(40)條

「(a) 即使承授人已遵守並符合此等條件令署長滿意，承授人仍不得轉讓、抵押、設押、交出佔用權或以其他方式處置該地段或其任何部分或任何該地段的權益，亦不得訂立任何協議作出上述行為，除非該等行為是就整個地段的不可分割份數的轉讓或其他處置，並附帶就已在其上興建的任何一幢或多幢建築物內各樓層及單位的專用及專有佔用權的轉讓或其他處置，但即使在此情況下，該等轉讓或其他處置仍須受下列條件約束：

…

(ix) 除非署長另行指示、要求或批准，公契須包括條文，規定住宅單位的業主、特別條款第(43)(a)(i)款所述住宅泊車位的業主，以及特別條款第(43)(d)(i)(I)款所述住宅電單車泊車位的業主(以下統稱「住宅業主」)，無須分擔公眾休憩用地的管理及維修費用，而該等費用須由地段內除住宅業主以外的其他業主負擔及分攤。

…」

公契

附表 12的 A 部分（定義）

「「非工業部分」指發展項目內的非住宅單位（即政府批地文件特別條款第(70)(a)(i)款所述的「非工業部分」)，在圖則上（就第1期內的部分而言）以粉紅色標示，任何後續期數的分公契圖則上（就有關其後期數內的部分而言）以粉紅色及其他適用顏色標示（在本定義中統稱「指定地方」)，並已據此分配不分割份數，由該非工業部分的業主獨自使用、享用及管有，該詞包括：

……

(s) 公眾休憩用地；

……」

「「**公眾休憩用地**」指政府批地文件特別條款第(12)(a)條所述的「公眾休憩用地」。 公眾休憩用地在任何後續期數的分公契圖則上以該等顏色顯示 ，以供識別。」

附表8的第10段

「10. 公眾休憩用地

住宅業主無需承擔該公眾休憩用地的管理和維護費用，該等費用應由發展項目其他業主(住宅業主除外)承擔並分攤。 就本第10段而言，「住宅業主」指住宅單位的業主及住宅私家車位的業主。」

撥出私人地方供公眾使用的契據

不適用

E. 黃色範圍

批地文件

特別條款第(13)條

「(a) (i) 承授人須於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前(或在署長批准的其他延長期限內)，按照署長批准的方式、材料、標準、水平、定線和設計，自費鋪設、構建和景觀美化本文件夾附圖則A1上以黃色顯示的範圍 (以下簡稱「黃色範圍」)作為景觀區，在所有方面使署長滿意。

(ii) 承授人應自費管理、維護、清潔並保持黃色範圍(或尚未根據批地文件特別條款第(14)條交還政府其任何部分)及其所有物及附屬物使其處於良好且修繕妥當的狀態，使署長滿意，直至黃色範圍(或其任何部分，視情況而定)的佔有權按批地文件特別條款第(14)條交還政府為止。

(b) 在本特別條款第(a)(i)款所述工程竣工後，且在根據本特別條款第(14)號將黃色範圍交還政府之前，承授人應允許所有公眾人士在任何時間(包括白天和夜間)或在署長批准或要求的其他時間或時段，出於任何合法目的，自由及免費通行、越過、穿過、享用黃色範圍(或其任何尚未根據本特別條件第(14)號交還政府的部分)及其上提供作為景觀綠化區的設備和設施。

(c) 如承授人未能履行本特別條款(a)款規定的義務，政府可自行進行必要的工程，費用由承授人承擔。承授人應依政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(d) 署長對因承授人履行本特別條款第(a)款和第(b)款規定的義務，或政府行使本特別條款第(c)款規定的權利，或其他原因引起或附帶發生使承授人或任何其他人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何該等損失、損害、妨害或干擾向政府、署長或其授權人員提出任何賠償要求。」

特別條款第(58)條

「承授人須在任何時候，特別是在任何建築、保養、翻新或維修工程(以下簡稱「該工程」)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，避免對該地段或其中任何部分、綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水管(包括但不限於本文件夾附圖則A1上以藍色線顯示的兩條每條直徑為 900 毫米的總水管和一條直徑為 600 毫米的總水管(以下統稱為「該等現有總水管」)、道路、行人路、行人徑、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」)造成任何損壞。承授人在進行上述任何該工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何該等服務設施的位置及水平高度，並提交處理任何該等服務設施一切方面的書面建議給署長，供他審批，但必須在取得署長對該工程及上述建議作出的書面批准後才能進行任何工程。承授人須履行署長對該等服務設施的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復以任何方式進行該工程對該地段或其中任何部分或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分或任何該等服務設施造成的任何損壞、干擾或阻塞(除非署長另作選擇，明渠、污水渠、雨水渠、排水渠或總水管須由署長負責修復，承授人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承授人未能對該地段或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中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，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須在要求時向政府支付該等工程的費用。」

特別條款第(63)條

「(a) 就本特別條款而言：

(i) 「該等範圍」指棕色範圍、綠色範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、綠色加黑圓圈範圍和黃色範圍；

(ii) 「水務專用範圍」指：

(I) 該地段和該等範圍內位於本文件夾附圖則A1上以虛線顯示及標記「10m W.W.R.」的部分；

(II) 該等範圍內位於本文件夾附圖則A1上以虛線顯示及標記「3m W.W.R.」標記的部分；

(III) 該等範圍內位於本文件夾附圖則A1上以虛線顯示及標記「5m W.W.R.」的部分；

(IV) 水務監督按下文但書規定劃定的其他範圍，惟水務監督可隨時以書面通知承授人後變更或增加水務專用範圍，或將任何範圍從水務專用範圍中排除。

(b) 未經水務監督事先書面同意，承授人不得在水務專用範圍上、上方、下、之上、之下、之內搭建、建造、設置任何建築物、構築物或建築物或構築物的支撐物(除有蓋行人天橋1的相關部分，以及承授人根據本協議所同意授予的條件在該等範圍內建造、修建或提供的建築物或構築物外，惟須遵守批地文件特別條款第(58)條和本特別條款第 (e) 款的規定)，亦不得在水務專用範圍內放置、堆放或儲存任何物品或材料和停放任何車輛。

(c) 水務監督及其官員、水務監督指定的其他政府部門官員、承包商、被許可人、工人(無論其受僱於水務監督、其他指定的政府部門或其正式授權的承包商或被許可人，無論是否攜帶工具、設備、機械、機器或機動車輛)，均有權隨時自由、不受限制地進出該地段及該等範圍或其任何部分，以便對上述現有總水管或其任何部分，或已鋪設或將要在水務專用範圍鋪設、穿過、下方或內部的其他總水管進行檢查、操作、維護、修理和更新。

(d) 不論是水務監督或本特別條款(c)款所述的任何類別的人員，就行使本特別條款(c)款所賦予的出入權而使承授人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向水務監督或上述任何人員提出索賠。

(e) 承授人應向水務監督提交擬在該地段及該等範圍或其任何部分進行的場地平整工程和建築工程的詳細資料，以獲得其書面批准。在獲得水務監督的批准之前，承授人不得在該地段或該等範圍的任何部分開始進行任何場地平整工程或建築工程。

(f) 水務監督有權以書面通知要求承授人自費拆除或移除在水務專用範圍內放置、儲存或堆放的任何物品或材料，或停放的任何車輛(惟根據批地文件特別條款第(9)(b)(i)、(9)(b)(ii)和(14)條分別將綠色範圍、綠色加黑圓圈範圍和黃色範圍的佔有權交還給政府的部分，以及根據批地文件特別條款第(26)(b)條承授人已終止維護義務的綠色間黑斜線範圍的部分除外)，並修復水務專用範圍遭受的任何損害，以及恢復水務專用範圍的原貌。若承授人疏忽或未能在通知規定的期限內或緊急情況下遵守該通知，水務監督可以進行其認為必要的拆除、清理、修復和恢復工程，承授人應按要求向政府支付該等工程的費用。

(g) 承授人應按要求向政府支付維修和恢復承授人或其僱員、工人及承包商在水務專用範圍內或該等範圍內進行的任何活動而造成該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管有關的任何政府總水管、閥門、閥門井或閥門室及類似設施損壞的費用，並就由此產生的任何索賠、訴訟或要求彌償政府並確保其獲得彌償。

(h) 不得在水務專用範圍內或該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管附近，種植任何長有穿透性根系的樹木或灌叢。未經水務監督事先書面同意，一律不可更改水務專用範圍的場地現況。如擬在水務專用範圍內種植樹木與總水管的距離為2.5米或更小，或須裝設堅固的樹根屏障。樹根屏障必須伸展至水管內底以下位置。

(i) 不得在水務專用範圍內種植植物或放置任何性質的阻礙物，惟可在閘蓋周圍1.5米範圍內或任何消防栓出水掣1米內鋪草。

(j) 如水務監督認為在水務專用範圍內或該等現有總水管附近種植樹木可能對該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管造成損害，則不得在該地點種植任何樹木(水務監督的意見為最終決定，並具有約束力)。如水務監督要求，承授人應自費立即移除經水務監督認定在水務專用範圍內或上述現有總水管附近種植的樹木。」

公契

請參閱「綠色範圍和綠色加圓圈範圍」中的相關規定。

撥出私人地方供公眾使用的契據

不適用

F. 公共輕型貨車停車場

批地文件

特別條款第(21)條

「受制於該等條款，於地段或其任何部分發展或重建(「重建」僅指一般條款第6條所述的重建)：

…

(c) (iv) 在總非工業／研究總樓面面積中，

…

(III) 不少於 5,675 平方米必須用作提供根據特別條款第(22)條所規定須設置的公共輕型貨車停車場，且不得作其他用途。」

特別條款第(22)條

「(a) 承授人應於批地文件特別條款第(17)條規定的日期或之前，在該地段內提供並維持一個令署長滿意的公共輕型貨車停車場，該停車場應包含不少於 75 個輕型貨車停車位，以及相關的出入通道和迴旋處，以及署長可批准的其他區域或設施(以下簡稱「公共輕型貨車停車場」)。每個停車位應為3.5米闊及7.0米長，最低淨空高度為3.6米。

(b) 儘管有本特別條款第 (70)(a) 條的規定，根據本特別條款第 (a) 款提供的停車位，無論以租賃還是許可的方式，均應隨時向公眾開放，供持牌輕型貨車以時租、日租或月租車位作短期停放，或按運輸署署長(以下簡稱「運輸署署長」)書面批准的其他方式停放。

(c) 承授人須向署長提交或安排提交一份公共輕型貨車停車場的佈局圖，以供署長書面批准。此佈局圖應標明停車位佈局、相關通道、迴旋處以及署長可能要求的其他區域和空間。公共輕型貨車停車場的佈局須完全按署長批准的公共輕型貨車停車場佈局圖設計、提供和維護，使署長滿意。

(d) 按本特別條款第(a)款提供的停車位不得用於除停放根據《道路交通條例》、其任何附屬規例以及任何修訂法例獲得牌照的輕型貨車以外的任何其他用途，尤其不得用於存放、陳列或展示車輛作出售或其他用途。公共輕型貨車停車場內的相關通道、迴旋處以及署長可能要求的其他區域和空間，不得用於除按本協議所同意授予的條件和本特別條款第 (c) 款規定設計、建造和預期用途之外的任何其他用途。

(e) 為避免疑義，公共輕型貨車停車場應計入批地文件特別條款第(21)(C)條規定的總樓面面積。

(f) 特此明確同意、聲明及規定，本特別條款第(a)款所規定的承授人義務，並不代表承授人有意將公共輕型貨車停車場或其任何部分或該地段的任何部分劃撥給公眾通行或政府同意將公共輕型貨車停車場或其任何部分或該地段的任何部分劃撥給公眾通行。

(g) 特此明確同意並聲明，本特別條款第(a)款所載承授人的義務不構成無論是依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的預期或索賠。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條、其任何修訂、替代條文或其他規定對任何額外地盤上蓋面積或地積比率的優惠或權利的索賠。」

特別條款第(23)條

「儘管已遵守及履行此等條款令署長滿意，除非符合本文件特別條款第 (22)(b) 條或批地文件特別條款第 (70)(b)(i) 條之規定，承授人在本協議所同意授予之年期內，不得轉讓、按揭、押記、出租、轉租或以其他方式處置公共輕型貨車停車場或其任何部分或其任何權益，或訂立任何有關協議。」

特別條款第(24)條

「在本協議所同意授予特別條款第(22)條所述公共輕型貨車停車場竣工後，承授人應開始運作該公共輕型貨車停車場，並在本協議所同意授予之年期內，持續運作及管理該公共輕型貨車停車場，其規模及方式須令署長滿意，且須在所有方面遵守香港現行或將來可能生效的所有與公共汽車停車場相關的條例、細則及規例。」

特別條款第(70)條

「(a) 在不影響本文件特別條款第(37)條的前提下，除本特別條款第(b)款另有規定外，承批人在本文件同意批租的整個期限內不得：

(i) 不得轉讓、按揭、押記(依本文件特別條款第 (37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(ii) 不得轉讓、按揭、押記(依本文件特別條款第 (37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(b) 除本特別條款第 (c) 款另有規定外，承批人可以：

(i) 在所有方面遵守本條件令署長滿意後，承批人可以轉讓、按揭、押記非工業部分，但只能整體轉讓，不得轉讓其任何部分或其任何權益，也不得訂立任何有關協議；或

(ii) 無論在本條款生效之前或之後，只要在所有方面都符合本條款令署長滿意，即可將非工業部分或其任何部分轉租，或訂立任何轉租協議，但前提是該非工業部分或其任何部分的租賃或租約應符合以下條款和條件：

(I) 租賃或租約的期限累計不得超過10年，包括任何續約權；

(II) 租賃或租約須待建築事務監督依據《建築物條例》、任何據此制定的規例及任何修訂法例，發出涵蓋該建築物或與租賃或租約相關的建築物部分的佔用許可證或臨時佔用許可證後方可生效；

(III) 承租人或租客無須支付任何地價；

(IV) 應付租金不得超過市場租金；

(V) 預付租金的期限不得超過12個曆月；

(VI) 租賃協議或租約或租賃協議或租約中允許的使用者須遵守本條件；及

(VII) 租賃協議或租約或租賃協議或租約中的任何條款及條件均不得與本條件相抵觸。

(c) 在按本特別條件第 (b) 款轉讓、按揭、押記或轉租非工業用地或訂立任何相關協議之前，承批人須：

(i) 自費以署長認可的方式劃定非工業用地範圍，且未經署長事先書面批准，不得更改已約定的劃定範圍；

(ii) 承批人應自費向署長提交一份契約，列明擬分配給非工業部分的該地段的不分割份數，並考慮非工業部分的總樓面面積佔該地段上已建或將建的所有建築物的總樓面面積之比例(以下簡稱「經批准的單方契據」)，以供署長書面批准。未經署長事先書面批准，承批人不得對經批准的單方契據進行任何修改、變更、更改或替換。署長在批准時可附加其認為適當的條款和條件。

(d) 承批人在交易和轉讓該地段的不分割份數時應遵守大廈公契中經批准的單方契據。未經署長事先書面批准，承批人不得訂立任何具有修改、變更、更改、修改或取代經批准的單方契據效力的契約或文件。

(e) 就本條款而言，署長對非工業用地範圍的決定為最終認定，對承批人具有約束力。」

批地文件特別條款第(71)條：

「(a) 承授人應於2029年3月31日或發展局常任秘書長(規劃及地政)(以下簡稱「常任秘書長」)批准的其他日期(以下簡稱「啟用日期」)之前，完成、修繕並向公眾開放行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接，所有工程均須令常任秘書長滿意。

(b) 除政府可要求的任何其他款項外，且在不影響政府根據本條款或其他規定享有的權利的前提下，如承授人未能履行本特別條款第(a)款項下的義務，承授人須按日以港幣 17,480.00 元計算的金額向政府按要求支付定額違約金(而非罰款)。該款項的計算期間自啟用日期翌日起，至行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接全部落成、達到完善狀況並開放予公眾使用之日止(且包括該日)，上述各項工程均須達到常任秘書長滿意的程度。

(c) 就本特別條款而言，常任秘書長就行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接的竣工、適用及向公眾啟用日期所作出的決定，對承授人具有最終約束力。

(d) 為避免疑義，特此同意並聲明，接受任何上述定額違約金的支付並不免除承授人根據此等條款仍須遵守與履行的任何義務。」

公契

附表 12 的A 部分（定義）

「「非工業部分」指發展項目內的非住宅單位（即政府批地文件特別條款第(70)(a)(i)款所述的「非工業部分」），在圖則上（就第1期內的部分而言）以粉紅色標示，任何後續期數的分公契圖則上（就有關其後期數內的部分而言）以粉紅色及其他適用顏色標示（在本定義中統稱「指定地方」），並已據此分配不分割份數，由該非工業部分的業主獨自使用、享用及管有，該詞包括：

……

(m) 公共輕型貨車停車場；

……」

「「**公共輕型貨車停車場**」指政府批地文件特別條款第 (22)(a)條所述的「公共輕型貨車停車場」。「公共輕型貨車停車場在任何後續期數的分公契圖則上以該等顏色]顯示，以供識別。」

附表4（業主契諾）第4段

「維修保養

(a) 各業主須自費將其單位（註:「單位」包括非工業部分）（包括構成其一部分的任何非圍封地方及工程與裝置）保持及維修至良好狀態及狀況。在不局限上述規定的一般性下，就保持各單位室內部分，以及其所有固定裝置及配件，以及所有喉管、電纜、電線、渠道及水管、水缸、空調系統、氣體及電力供應系統，以及其所有窗戶及門，以及所有專供該單位使用的裝置及設施處於良好狀態及狀況所需的費用，須由該單位的業主承擔。

(b) 各業主須自費將專供其單位使用的空調機或其他裝置或設備（如有）保持在良好維修狀態及狀況，並確保就此採取一切可行措施，以防止過度噪音、冷凝水或滴水滲入發展項目任何部分。」

附表5的A部

“2. 就停車場管理開支而定的分擔比率

…

(c) 「N%」指 (E+F+G) / Z x 100%；及

…

A = 所有已落成期數內住宅車位（每個建築面積為 12.5 平方米）的總數。

B = 所有已落成期數內供停泊電單車的住宅電單車車位（每個建築面積為 2.4 平方米）總數乘以 0.192。

C = 所有已落成期數內訪客車位（每個建築面積為 12.5 平方米）的總數。

D = 所有已落成期數內沒有與任何其他傷殘人士停車位（住宅）共同使用任何共用上落車位的傷殘人士停車位（住宅）總數乘以 1.4，加上所有已落成期數內與另一傷殘人士停車位（住宅）共同使用共用上落車位的傷殘人士停車位（住宅）總數乘以 1.2。每個傷殘人士停車位（住宅）的建築面積為 17.5 平方米，包括5 平方米的上落車位。

E = 所有已落成期數內非工業車位（每個建築面積為12.5平方米）的總數。

F = 所有已落成期數內非工業電單車車位（每個建築面積為 2.4 平方米）總數乘以 0.192。

G = 所有已落成期數內公眾輕型貨車停車場車位（每個建築面積為 24.5 平方米）總數乘以 1.96。

H = 所有已落成期數內沒有與任何其他傷殘人士停車位（非工業）共同使用任何共用上落車位的傷殘人士停車位（非工業）總數乘以 1.4，加上所有已落成期數內與另一傷殘人士停車位（非工業）共同使用共用上落車位的傷殘人士停車位（非工業）總數乘以 1.2。每個傷殘人士停車位（非工業）的建築面積為 17.5 平方米，包括 5 平方米的上落車位。

I = 所有已落成期數內建築面積為 24.5 平方米的非工業上落貨停車位（不包括地面任何非工業上落貨停車位）總數乘以 1.96。

J = 所有已落成期數內建築面積為 38.5 平方米的非工業上落貨停車位（不包括地面任何非工業上落貨停車位）總數乘以 3.08。

Z = A + B + C + D + E + F + G + H + I + J.”

附表5的E部

「4. 非工業部分的業主除須負擔本E部第1段所規定的份數外，還須負擔：

……

(b) N% 的停車場管理開支

……

並須於財政年度內每個曆月的第一日，就非工業部分預先繳付相關的每月份數。」

附表5的H部

「3. 有關停車場公用地方及設施的非經常性開支，或只為指定車位的業主、佔用人及其真正賓客、訪客或受邀人共同利益而產生的非經常性開支，須按下列方式支付:—

……

(c) 相等於該項非經常性開支N%的款額，須從專項基金（非工業部分）中支付……」

附表5的I部

「3. 凡因停車場公用地方及設施（包括根據本公契或本條例就此作出的任何批准或同意）而收取任何款項，

……

(c) 該款項的N%須撥入專項基金（非工業部分）……」

撥出私人地方供公眾使用的契據

不適用

G. 棕色範圍

批地文件

特別條款第(25)條

「(a) 授予該地段連同承授人及其傭工、訪客、工人以及承授人為此目的不時授權的其他人員有權在本協議所同意授予之年期內，為了合理使用和享用該地段有關的一切目的，在本文件夾附圖則A1上以棕色顯示的範圍(以下簡稱「棕色範圍」)經署長批准的水平高度內，通行和再通行。

(b) 承授人須於2028年9月30日(註：政府已批准將該日期延至2029年3月31日)或之前，或在署長批准的延長期限內，自費按照署長要求或批准的方式、高度、材料和標準，在棕色範圍上建造、鋪設和構建一條鋪砌道路(其中一部分將架高)，該道路被授予本特別條款第(a)款所述的通行權，並須配有支撐柱和結構以及相關的街道設施、交通輔助設施、路燈、污水管、排水渠和署長自行酌情決定要求的其他結構(以下統稱為「鋪砌道路」)。

(c) 承授人須在本協議所同意授予之年期內應自費維護、管理、保養和修繕棕色範圍及其所有組成部分或附屬物(包括鋪砌道路)，所有工程須令署長滿意。承授人對整個範圍負責，猶如其擁有該範圍所有權一樣。

(d) 任何對包含部分棕色範圍(即設有通行權之範圍)之公共道路所作出的改動，或對其坡度所造成之影響，均不得作為承授人提出任何申索的理由。承授人須自費進行因此而需作出之所有相應鋪砌道路改動工程，並須令署長滿意。

(e) 本特別條款第(a)款所述通行權的授予並未賦予承授人對棕色範圍的獨佔權。政府有權無論現在或將來將棕色範圍的通行權授予附近其他地段的擁有人，或為修建公共街道而徵用棕色範圍的全部或任何部分，而無需向承授人或已獲準通行棕色範圍全部或任何部分的其他擁有人支付任何補償。

(f) 儘管本特別條款第(a)款所述已授予通行權，但政府在向承授人發出不少於十四天的書面通知(緊急情況除外)後，有權在署長酌情決定現在或將來位於棕色範圍之上、上方、之下或毗鄰該棕色範圍之處鋪設、安裝、重鋪、改道、拆除、重新佈置、更換、檢查、操作、維修、維護和更新任何政府的或其他排水渠、下水道、水路或水道、污水管、排水溝、供水總管、管道、電纜、電線、線路、公用設施或其他工程或設施(以下統稱為「棕色範圍服務設施」)，並修復由此造成的任何及所有損害。署長、其官員、承包商及其授權的任何其他人員，以及其工人，無論是否攜帶工具、設備、機械或機動車輛，均有權隨時自由進出、通過、再通過棕色範圍，執行上述目的。未經署長事先書面批准，承授人不得干擾或允許任何人干擾棕色範圍服務設施。除修復因行使上述權利和權力而造成的任何及所有損害外，政府、署長、其官員、承包商以及經其授權的任何其他人員及其工人，對行使本(f)款所授予的權利而使承授人遭受或與之相關的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何人員提出任何索賠或異議。」

特別條款第(58)條

「承授人須在任何時候，特別是在任何建築、保養、翻新或維修工程(以下簡稱「該工程」)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，避免對該地段或其中任何部分、綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水管(包括但不限於本文件夾附圖則A1上以藍色線顯示的兩條每條直徑為900毫米的總水管和一條直徑為600毫米的總水管(以下統稱為「該等現有總水管」)、道路、行人路、行人徑、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」)造成任何損壞。承授人在進行上述任何該工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何該等服務設施的位置及水平高度，並提交處理任何該等服務設施一切方面的書面建議給署長，供他審批，但必須在取得署長對該工程及上述建議作出的書面批准後才能進行任何工程。承授人須履行署長對該等服務設施的任何要求和承擔符合該等要求支出的費用，包括改道、重鋪或修復的費用。承授人必須自費在一切方面維修、彌補及修復以任何方式進行該工程對該地段或其中任何部分或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中任何部分或任何該等服務設施造成的任何損壞、干擾或阻塞(除非署長另作選擇，明渠、污水渠、雨水渠、排水渠或總水管須由署長負責修復，承授人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承授人未能對該地段或綠色範圍、綠色加黑圓圈範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、黃色範圍、棕色範圍或其中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，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承授人須在要求時向政府支付該等工程的費用。」

特別條款第(63)條

「(a) 就本特別條款而言：

(i) 「該等範圍」指棕色範圍、綠色範圍、綠色間黑斜線範圍、綠色間黑交叉線範圍、綠色加黑圓圈範圍和黃色範圍；

(ii) 「水務專用範圍」指：

(I) 該地段和該等範圍內位於本文件夾附圖則A1上以虛線顯示及標記「10米水務專用範圍10m W.W.R.」的部分；

(II) 該等範圍內位於本文件夾附圖則A1上以虛線顯示及標記「3米水務專用範圍3m W.W.R.」標記的部分；

(III) 該等範圍內位於本文件夾附圖則A1上以虛線顯示及標記「5米水務專用範圍5m W.W.R.」的部分；

(IV) 水務監督按下文但書規定劃定的其他範圍，惟水務監督可隨時以書面通知承授人後變更或增加水務專用範圍，或將任何範圍從水務專用範圍中排除。

(b) 未經水務監督事先書面同意，承授人不得在水務專用範圍上、上方、下、之上、之下、之內搭建、建造、設置任何建築物、構築物或建築物或構築物的支撐物(除有蓋行人天橋1的相關部分，以及承授人根據本協議所同意授予的條件在該等範圍內建造、修建或提供的建築物或構築物外，惟須遵守批地文件特別條款第(58)條和本特別條款第 (e) 款的規定)，亦不得在水務專用範圍內放置、堆放或儲存任何物品或材料和停放任何車輛。

(c) 水務監督及其官員、水務監督指定的其他政府部門官員、承包商、被許可人、工人(無論其受僱於水務監督、其他指定的政府部門或其正式授權的承包商或被許可人，無論是否攜帶工具、設備、機械、機器或機動車輛)，均有權隨時自由、不受限制地進出該地段及該等範圍或其任何部分，以便對上述現有總水管或其任何部分，或已鋪設或將要在水務專用範圍鋪設、穿過、下方或內部的其他總水管進行檢查、操作、維護、修理和更新。

(d) 不論是水務監督或本特別條款(c)款所述的任何類別的人員，就行使本特別條款(c)款所賦予的出入權而使承授人遭受的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向水務監督或上述任何人員提出索賠。

(e) 承授人應向水務監督提交擬在該地段及該等範圍或其任何部分進行的場地平整工程和建築工程的詳細資料，以獲得其書面批准。在獲得水務監督的批准之前，承授人不得在該地段或該等範圍的任何部分開始進行任何場地平整工程或建築工程。

(f) 水務監督有權以書面通知要求承授人自費拆除或移除在水務專用範圍內放置、儲存或堆放的任何物品或材料，或停放的任何車輛(但惟根據批地文件特別條款第(9)(b)(i)、(9)(b)(ii)和(14)條分別將綠色範圍、綠色加黑圓圈範圍和黃色範圍的佔有權交還給政府的部分，以及根據批地文件特別條款第(26)(b)條承授人已終止維護義務的綠色間黑斜線範圍的部分除外)，並修復水務專用範圍遭受的任何損害，以及恢復水務專用範圍的原貌。若承授人疏忽或未能在通知規定的期限內或緊急情況下遵守該通知，水務監督可以進行其認為必要的拆除、清理、修復和恢復工程，承授人應按要求向政府支付該等工程的費用。

(g) 承授人應按要求向政府支付維修和恢復承授人或其僱員、工人及承包商在水務專用範圍內或該等範圍內進行的任何活動而造成該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管有關的任何政府總水管、閥門、閥門井或閥門室及類似設施損壞的費用，並就由此產生的任何索賠、訴訟或要求彌償政府並確保其獲得彌償。

(h) 不得在水務專用範圍內或該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管附近，種植任何長有穿透性根系的樹木或灌叢。未經水務監督事先書面同意，一律不可更改水務專用範圍的場地現況。如擬在水務專用範圍內種植樹木與總水管的距離為2.5米或更小，或須裝設堅固的樹根屏障。樹根屏障必須伸展至水管內底以下位置。

(i) 不得在水務專用範圍內種植植物或放置任何性質的阻礙物，惟可在閘蓋周圍1.5米範圍內或任何消防栓出水掣1米內鋪草。

(j) 如水務監督認為在水務專用範圍內或該等現有總水管附近種植樹木可能對該等現有總水管或水務專用範圍之內或之下或穿過的已鋪設或將鋪設其他的總水管造成損害，則不得在該地點種植任何樹木(水務監督的意見為最終決定，並具有約束力)。如水務監督要求，承授人應自費立即移除經水務監督認定在水務專用範圍內或上述現有總水管附近種植的樹木。」

公契

請參閱「綠色範圍和綠色加圓圈範圍」中的相關規定。

撥出私人地方供公眾使用的契據

不適用

H. Pedestrian Subway

批地文件

特別條款第(33)條

「(a) (i) 承授人應於2029年3月31日或之前或署長可批准的其他日期，自費建造並提供一條行人隧道，其高度、闊度、淨空高度、定線和佈局須經路政署署長(以下簡稱「路政署署長」)和運輸署署長全權酌情決定和批准，並連同所有支撐和銜接(包括路政署署長和運輸署署長全權酌情決定認為未來行人隧道擴建所必需的任何支撐和銜接)，該隧道應位於夾附於此的圖則「PLAN A」上以綠色虛線圍邊顯示並標註「PROPOSED SUBWAY」的該地層內(以下簡稱「行人隧道」)，以便將該地段上已建或將建的發展項目與夾附於此的圖則「PLAN A」的圖則上顯示並標註「CHOI HUNG MTR STATION」的港鐵彩虹站(以下簡稱「港鐵彩虹站」)銜接起來。行人隧道的內部淨空高度至少 3.5 米，且內部淨空闊度至少 12 米，除了夾附於此的圖則「PLAN A」上以紅色顯示的部分範圍的內部淨空闊度至少 4 米。

(ii) 就本特別條款第(a)(i)款而言，路政署署長和運輸署署長對「內部淨空高度」和「內部淨闊度」的決定為最終決定，對承授人具有約束力。

(iii) 除行人隧道外，不得在該地層內建造任何其他建築物。

(b) 在本特別條款第(a)款指定的時間內，承授人應自費取得香港鐵路有限公司(以下簡稱「港鐵」)的協議或同意，以將行人隧道與港鐵彩虹站銜接。為免生疑義，承授人承認並同意，政府不以任何方式保證承授人能夠取得港鐵的協議或同意，且若承授人未能取得港鐵的協議或同意，政府對承授人因此而產生或由此造成的任何損失或損害概不承擔任何責任。

(c) (i) 行人隧道僅供公眾步行或乘坐輪椅通行，不得用於任何其他用途。

(ii) 除運輸署署長可自行酌情決定接受或要求的指示標誌外，承授人不得在行人隧道的任何部分進行廣告宣傳或張貼任何標誌、告示或海報，且指示標誌須由承授人自費提供和維護。

(iii) 承授人不得在行人隧道內作出或准許或容許他人作出任何行為，以致對通過行人隧道的行人或車輛，或任何相鄰或相連地段或物業的業主或佔用人造成滋擾、干擾、煩擾、不便或損害。

(iv) 除本特別條款第(e)款另有規定外，承授人應在啟用日期(定義見本文件特別條款第(71)(a)款)或之前，以及此後在本協議所同意授予之年期內，允許所有公眾人士在港鐵彩虹站的開放時間內，出於所有合法目的，自由地、無需支付任何性質的費用，步行或乘坐輪椅出入、上下、往返行人隧道。

(d) 除本特別條款 (e) 另有規定外，承授人應在本協議所同意授予之年期內內自費管理和維護行人隧道，使其保持良好且堅固的維修狀態，令路政署署長和運輸署署長滿意。

(e) (i) 如因該地段或其任何部分進行重建，導致行人隧道或其任何部分需要拆除，承授人應在路政署署長和運輸署署長規定的期限內，自費按路政署署長和運輸署署長決定和批准的水平、闊度、淨空高度、定線和佈局建造和完成新的行人隧道或其任何部分，令路政署署長和運輸署署長滿意。

(ii) 倘若按本特別條款第(e)(i)款建造任何新的行人隧道或其任何部分，則本條款中所有提及「行人隧道」之處應視為指新的行人隧道或其任何部分，以及行人隧道中未被拆除的部分。

(f) 政府對承授人或任何其他人因履行或不履行本特別條款款下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(g) 承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(h) 特此明確同意、聲明並規定，本特別條款第 (c)(iv) 款所定承授人的義務，並不表示承授人意圖將該行人隧道撥供予公眾作通行權，亦不表示政府同意該等撥供。

(i) 特此明確同意並聲明，本特別條款第(c)(iv)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條、其任何修訂或替代規例(以下簡稱「建築物(規劃)規例」)規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(j) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見本文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。」

特別條款第(70)條

「(a) 在不影響本文件特別條款第(37)條的前提下，除本特別條款第(b)款另有規定外，承批人在本文件同意批租的整個期限內不得：

(i) 不得轉讓、按揭、押記(依本文件特別條款第 (37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(ii) 不得轉讓、按揭、押記(依本文件特別條款第 (37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(b) 除本特別條款第 (c) 款另有規定外，承批人可以：

(i) 在所有方面遵守本條件令署長滿意後，承批人可以轉讓、按揭、押記非工業部分，但只能整體轉讓，不得轉讓其任何部分或其任何權益，也不得訂立任何有關協議；或

(ii) 無論在本條款生效之前或之後，只要在所有方面都符合本條款令署長滿意，即可將非工業部分或其任何部分轉租，或訂立任何轉租協議，但前提是該非工業部分或其任何部分的租賃或租約應符合以下條款和條件：

(I) 租賃或租約的期限累計不得超過10年，包括任何續約權；

(II) 租賃或租約須待建築事務監督依據《建築物條例》、任何據此制定的規例及任何修訂法例，發出涵蓋該建築物或與租賃或租約相關的建築物部分的佔用許可證或臨時佔用許可證後方可生效；

(III) 承租人或租客無須支付任何地價；

(IV) 應付租金不得超過市場租金；

(V) 預付租金的期限不得超過12個曆月；

(VI) 租賃協議或租約或租賃協議或租約中允許的使用者須遵守本條件；及

(VII) 租賃協議或租約或租賃協議或租約中的任何條款及條件均不得與本條件相抵觸。

(c) 在按本特別條件第 (b) 款轉讓、按揭、押記或轉租非工業用地或訂立任何相關協議之前，承批人須：

(i) 自費以署長認可的方式劃定非工業用地範圍，且未經署長事先書面批准，不得更改已約定的劃定範圍；

(ii) 承批人應自費向署長提交一份契約，列明擬分配給非工業部分的該地段的不分割份數，並考慮非工業部分的總樓面面積佔該地段上已建或將建的所有建築物的總樓面面積之比例(以下簡稱「經批准的單方契據」)，以供署長書面批准。未經署長事先書面批准，承批人不得對經批准的單方契據進行任何修改、變更、更改或替換。署長在批准時可附加其認為適當的條款和條件。

(d) 承批人在交易和轉讓該地段的不分割份數時應遵守大廈公契中經批准的單方契據。未經署長事先書面批准，承批人不得訂立任何具有修改、變更、更改、修改或取代經批准的單方契據效力的契約或文件。

(e) 就本條款而言，署長對非工業用地範圍的決定為最終認定，對承批人具有約束力。」

特別條款第(71)條：

「(a) 承授人應於2029年3月31日或發展局常任秘書長(規劃及地政)(以下簡稱「常任秘書長」)批准的其他日期(以下簡稱「啟用日期」)之前，完成、修繕並向公眾開放行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接，所有工程均須令常任秘書長滿意。

(b) 除政府可要求的任何其他款項外，且在不影響政府根據本條款或其他規定享有的權利的前提下，如承授人未能履行本特別條款第(a)款項下的義務，承授人須按日以港幣 17,480.00 元計算的金額向政府按要求支付定額違約金(而非罰款)。該款項的計算期間自啟用日期翌日起，至行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接全部落成、達到完善狀況並開放予公眾使用之日止(且包括該日)，上述各項工程均須達到常任秘書長滿意的程度。

(c) 就本特別條款而言，常任秘書長就行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接的竣工、適用及向公眾啟用日期所作出的決定，對承授人具有最終約束力。

(d) 為避免疑義，特此同意並聲明，接受任何上述定額違約金的支付並不免除承授人根據此等條款仍須遵守與履行的任何義務。」

公契

附表 12 的A 部分（定義）

「「非工業部分」指發展項目內的非住宅單位（即政府批地文件特別條款第(70)(a)(i)款所述的「非工業部分」），在圖則上（就第1期內的部分而言）以粉紅色標示，任何後續期數的分公契圖則上（就有關其後期數內的部分而言）以粉紅色及其他適用顏色標示（在本定義中統稱「指定地方」），並已據此分配不分割份數，由該非工業部分的業主獨自使用、享用及管有，該詞包括：

……

(n) 指定地方內的行人隧道；

……」

「「行人隧道」指政府批地文件特別條款第(33)(a)(i)款所述的「行人隧道」，其位於該土地範圍內的部分在其後任何期數的副公契圖則上以識別方式標示。」

附表8第12段

「非工業部分的業主（包括第一業主為非工業部分業主時）須遵守政府批地文件中有關行人隧道的條文規定（包括政府批地文件特別條款第(33)(c)款及第(33)(d)款）。」

撥出私人地方供公眾使用的契據

不適用

I. 新行人隧道開口及連接

批地文件

特別條款第(68)條規定：

「(a) 承授人應於2029年3月31日或之前或署長可批准的其他日期，自費按照路政署署長要求或批准的方式、水平、定線、闊度和高度在該地段內及該地段上已建或將要建的建築物內，於夾附於此的圖則「PLAN A」上A點和C點之間，或路政署署長批准或要求的其他位置搭建、建造並提供支撐及銜接，以接收、連接和支撐從擬建東九龍智慧綠色集體運輸系統(定義見本文件特別條款第(72)(a)條)的彩虹東站(以下簡稱「擬建彩虹東站」)來往的一條未來行人隧道(以下簡稱「未來行人隧道」)。為此，承授人應在夾附於此的圖則「PLAN A」上A點和C點之間，或路政署署長批准或要求的其他位置預留一個開口，其內部淨空高度至少 3.0米，且內部淨空闊度至少5.5米，和結構樓面高度位於香港主水平基準以上 8.0 米，或路政署署長批准的其他標高(該開口及支撐和連接在下文中統稱為「新行人隧道開口及連接」)。

(b) 在未來行人隧道投入使用後，以及未來行人隧道存在的整個期間，承授人應允許所有公眾人士每天24小時(或在路政署署長批准或要求的其他時間內)出於所有合法目的，自由且無需支付任何費用，步行或乘坐輪椅，出入、上下、往返新行人隧道開口及連接，以便往返於擬建的彩虹東站和行人連接通道 1。未經路政署署長事先書面同意，新行人隧道開口及連接不得用於任何其他用途。

(c) 特此保留權利予政府及其指定的其他人員，可將新行人隧道開口及連接連接至未來行人隧道。政府及其官員、代理人、承包商、工人以及經其授權的任何其他人員有權，在任何時候均可自由、不受限制地進出該地段，無論是否攜帶工具、車輛、機械或設備，以進行未來行人隧道的建設、連接、檢查、維護或改進工程。

(d) 政府對承授人或任何人士因履行或未履行本特別條款項下的任何義務，或因政府、其官員、代理人、承包商、工人以及經其授權的任何其他人士行使或不行使本特別條款第(c)款所賦予的權利而直接或間接產生、與之相關或附帶的任何損失、損害、滋擾或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、滋擾或干擾向政府提出任何索賠。

(e) 為避免疑義，承授人承認並同意，政府不以任何方式保證未來行人隧道將會建成，如果未來行人隧道未能建成，政府對承授人不承擔任何與此相關的或由此產生的任何損失或損害的責任。

(f) 承授人須對承授人、其職員、代理人、承包商和工人履行或不履行本特別條款第 (a) 和 (b) 款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第 (b) 款所定承授人的義務，並不表示承授人意圖將該新行人隧道開口及連接撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第(b)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為避免疑義，根據本特別條款第(a)款規定搭建、建造或提供的 整條新行人隧道開口及連接，應計入本文件特別條款第(21)(c)款規定的總樓面面積的計算中，並且應視為或被視為該地段上已建或將建的建築物的一部分。

(j) (i) 如因該地段或其任何部分進行重建，導致新行人隧道開口及連接或其任何部分需要拆除，承授人應在路政署署長規定的期限內，自費按路政署署長決定和批准的方式、水平、定線、闊度和高度建造和完成新的支撐、銜接、入口或其任何部分，用於接收、連接和支撐未來的行人隧道，令路政署署長滿意。

(ii) 倘若按本特別條款第(j)(i)款建造任何新的支撐、銜接、入口或其任何部分，則本條款中所有提及「新行人隧道開口及連接」之處應視為指新的支撐、銜接、入口或其任何部分，以及新行人隧道開口及連接中未被拆除的部分。

(l) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見本文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。」

特別條款第(70)條

「(a) 在不影響本文件特別條款第(37)條的前提下，除本特別條款第(b)款另有規定外，承批人在本文件同意批租的整個期限內不得：

(i) 不得轉讓、按揭、押記(依本文件特別條款第 (37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根

據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(ii) 不得轉讓、按揭、押記(依本文件特別條款第 (37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(b) 除本特別條款第 (c) 款另有規定外，承批人可以：

(i) 在所有方面遵守本條件令署長滿意後，承批人可以轉讓、按揭、押記非工業部分，但只能整體轉讓，不得轉讓其任何部分或其任何權益，也不得訂立任何有關協議；或

(ii) 無論在本條款生效之前或之後，只要在所有方面都符合本條款令署長滿意，即可將非工業部分或其任何部分轉租，或訂立任何轉租協議，但前提是該非工業部分或其任何部分的租賃或租約應符合以下條款和條件：

(I) 租賃或租約的期限累計不得超過10年，包括任何續約權；

(II) 租賃或租約須待建築事務監督依據《建築物條例》、任何據此制定的規例及任何修訂法例，發出涵蓋該建築物或與租賃或租約相關的建築物部分的佔用許可證或臨時佔用許可證後方可生效；

(III) 承租人或租客無須支付任何地價；

(IV) 應付租金不得超過市場租金；

(V) 預付租金的期限不得超過12個曆月；

(VI) 租賃協議或租約或租賃協議或租約中允許的使用者須遵守本條件；及

(VII) 租賃協議或租約或租賃協議或租約中的任何條款及條件均不得與本條件相抵觸。

(c) 在按本特別條件第 (b) 款轉讓、按揭、押記或轉租非工業用地或訂立任何相關協議之前，承批人須：

(i) 自費以署長認可的方式劃定非工業用地範圍，且未經署長事先書面批准，不得更改已約定的劃定範圍；

(ii) 承批人應自費向署長提交一份契約，列明擬分配給非工業部分的該地段的不分割份數，並考慮非工業部分的總樓面面積佔該地段上已建或將建的所有建築物的總樓面面積之比例(以下簡稱「經批准的單方契據」)，以供署長書面批准。未經署長事先書面批准，承批人不得對經批准的單方契據進行任何修改、變更、更改或替換。署長在批准時可附加其認為適當的條款和條件。

(d) 承批人在交易和轉讓該地段的不分割份數時應遵守大廈公契中經批准的單方契據。未經署長事先書面批准，承批人不得訂立任何具有修改、變更、更改、修改或取代經批准的單方契據效力的契約或文件。

(e) 就本條款而言，署長對非工業用地範圍的決定為最終認定，對承批人具有約束力。」

批地文件特別條款第(71)條：

「(a) 承授人應於2029年3月31日或發展局常任秘書長(規劃及地政)(以下簡稱「常任秘書長」)批准的其他日期(以下簡稱「啟用日期」)之前，完成、修繕並向公眾開放行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接，所有工程均須令常任秘書長滿意。

(b) 除政府可要求的任何其他款項外，且在不影響政府根據本條款或其他規定享有的權利的前提下，如承授人未能履行本特別條款第(a)款項下的義務，承授人須按日以港幣 17,480.00 元計算的金額向政府按要求支付定額違約金(而非罰款)。該款項的計算期間自啟用日期翌日起，至行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接全部落成、達到完善狀況並開放予公眾使用之日止(且包括該日)，上述各項工程均須達到常任秘書長滿意的程度。

(c) 就本特別條款而言，常任秘書長就行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接的竣工、適用及向公眾啟用日期所作出的決定，對承授人具有最終約束力。

(d) 為避免疑義，特此同意並聲明，接受任何上述定額違約金的支付並不免除承授人根據此等條款仍須遵守與履行的任何義務。」

公契

附表12的A部分（定義）

「**新行人隧道開口及連接**」指政府批地文件特別條款第(68)(a)條所述的「新行人隧道開口及連接」，該行人隧道開口及連接在任何後續期數的分公契圖則上顯示，以供識別。

「「非工業部分」指發展項目內的非住宅單位（即政府批地文件特別條款第(70)(a)(i)款所述的「非工業部分」)，在圖則上（就第1期內的部分而言）以粉紅色標示，任何後續期數的分公契圖則上（就有關其後期數內的部分而言）以粉紅色及其他適用顏色標示（在本定義中統稱「指定地方」)，並已據此分配不分割份數，由該非工業部分的業主獨自使用、享用及管有，該詞包括：

……

(q) 新行人隧道開口及連接；

……」

附表8第13段

「非工業部分的業主（包括首任業主為非工業部分業主時）須遵守政府批地文件中有關新行人隧道開口及連接的條文規定（包括政府批地文件特別條款第(68)(b)款）。」

撥出私人地方供公眾使用的契據

不適用

J. 有蓋行人天橋1

批地文件

特別條款第(34)條

「(a) 承授人應於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前，或在署長批准的其他延長期限內，自費搭建、建造和提供以下項目，在所有方面使署長滿意：

(i) 在本文件夾附圖則A1上以綠色間黑斜線加黑點顯示的範圍內於黑虛線顯示和標示「 Proposed Covered Footbridge 1」的位置，建造一座單層有蓋行人天橋，以及署長要求或批准的所有支撐和連接件(包括署長根據其絕對酌情權認為未來擴建該有蓋行人天橋所必需的任何支撐和連接件)(以下簡稱「有蓋行人天橋1」)。有蓋行人天橋1的建造應採用署長要求並批准的材料，並符合相關標準、高度、定線、佈局和設計，包括但不限於提供和建造支撐結構、坡道、相關樓梯和梯台、自動扶梯、升降機以及署長酌情決定的內外配件和裝置、照明設備，所有裝置應構成或被視為有蓋行人天橋1的組成部分。有蓋行人天橋1的最小內部淨寬度應為6.0米，最小內部淨高度應為2.6米。承授人特此承認，目前本文件夾附圖則A1上以黑點顯示的範圍(以下簡稱「黑網點範圍」)現稱為新九龍內地段第6461號A分段，承授人應在本協議所同意授予之年期內自費與黑網點範圍的擁有人(包括黑網點範圍未來的擁有人)自行協商，取得進入黑網點範圍的權利，以便建造、修建、提供及維護在黑網點範圍內建造、修建、提供及維護有蓋行人天橋1的相應部分(在黑網點範圍內建造、修建、提供及維護有蓋行人天橋1的相應部分以下簡稱「有蓋行人天橋1黑網點範圍部分」)；

(ii) 在該地段內及擬建於該地段上的建築物(或視情況而定，在其周邊)上，應按照署長要求或批准的規格、標準、設計、佈局和定線，在指定位置和指定高度設置銜接有蓋行人天橋 1的結構支撐和銜接(以下簡稱「該地段內的支撐和連接」)，以便在其上進行有蓋行人天橋 1 的施工，和在其上建造和提供與有蓋行人天橋1 相連的行人連接通道 1(定義見本文件特別條款第 (36) 條)的相關部分，讓行人可以通過有蓋行人天橋1 直接進入和離開行人連接通道 1(定義見本文件特別條款第 (36) 條) 。

(b) 承授人應在本協議所同意授予之年期內自費管理、維護和修理有蓋行人天橋1及該地段內的支撐和連接，使其處於良好且修繕妥當的狀態，在所有方面使署長滿意。

(c) 有蓋行人天橋1僅供公眾人士步行或乘坐輪椅通行，不得用於其他任何用途。

(d) 除非經署長批准或要求，承授人不得在 有蓋行人天橋1的任何部分(無論內外)用於廣告宣傳或張貼任何標誌、告示或海報。

(e) 承授人不得在有蓋行人天橋1內進行或允許進行任何可能造成滋擾或妨礙、或可能對通過該天橋的行人或車輛，或對任何相鄰土地或物業的擁有人或佔用人造成不便或損害的行為。

(f) 在有蓋行人天橋1 存在期間，承授人應允許所有公眾人士每天 24 小時(或在運輸署署長批准或要求的其他時間內)出於所有合法目的，免費且無需支付任何費用，步行或乘坐輪椅出入、上下、往返有蓋行人天橋1，以便通過行人連接通道 1(定義見本文件特別條款第 (36)(a) 條)，進出公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接(定義見本文件特別條款第 (68)(a) 條)和行人連接通道 2(定義見本文件特別條款第 (69)(a) 條)。

(g) 承授人應對因承授人、其僱員、工人及承包商在履行本特別條款(a)、(b)和(f) 款下義務過程中所作為或不作為而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府、其官員、代理人、承包商、工人以及任何其他正式授權人員並確保其獲得彌償。

(h) 如因該地段或其任何部分進行重建，導致有蓋行人天橋1或其任何部分需要拆除，承授人應在署長規定的期限內，自費按署長核准或要求的設計、材料、寬度、高度和位置建造並完成一座新的有蓋行人天橋或其部分，以取代原有行人天橋或其部分，使署長滿意。本協議所同意授予之條款中的「有蓋行人天橋1」一詞應視為包含該新行人天橋或其部分。

(i) 承授人不得允許或容許任何小販在有蓋行人天橋1內進行交易，並應將任何被發現正在其中進行交易的小販驅逐出該天橋。承授人應在有蓋行人天橋1的所有入口附近顯眼位置張貼禁止在有有蓋行人天橋1內擺攤的告示。就本特別條款而言，「小販」的定義應與《公眾衞生及市政條例》(第132章)第2條及其任何後續立法修訂中的定義相同，但就本款(i)而言，該定義(a)項中的「公眾地方」應刪除，並應替換為「在有蓋行人天橋1內」。

(j) 特此明確同意、聲明及規定，本特別條款第(f)款所規定的承授人義務，並不代表承授人有意將有蓋行人天橋1劃撥給公眾通行或政府同意將有蓋行人天橋1劃撥給公眾通行。

(k) 承授人應允許政府、其官員、承包商、工人以及經政府或其他授權的任何其他人員在所有合理時間內自由、不受限制地進出該地段或其任何部分以及有蓋行人天橋1，以便檢查和核查承授人根據本特別條款進行的任何工程。政府及其官員、承包商、工人以及經政府或其他授權的任何其他人員對於政府、其官員、承包商、工人以及經政府或其他授權的任何其他人員行使本第 (k) 款所賦予的權利而導致或伴隨發生的任何損失、損害、妨害或干擾，概不承擔任何責任。承授人不得就任何此類損失、損害、妨害或干擾向上述任何一方提出索賠。

(l) 為免疑義，承授人應履行、遵守、執行及遵從本協議所同意授予之條款中有關有蓋行人天橋1黑網點範圍部分(作為有蓋行人天橋1的一部分)的義務和條件，無論黑網點範圍是否仍為新九龍內地段第6461號A分段，或已隨後交還政府或以其他方式歸還政府。

(m) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見本文件特別條款第 (70)(a)(i) 條)的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。」

公契

附表8第14段

「非工業部分的業主（包括首任業主為非工業部分業主時）須遵守政府批地文件中有關政府批地文件特別條款第(34)(a)(i)款所界定的「有蓋行人天橋1」的條文規定（包括政府批地文件特別條款第(34)(b)款、第(34)(c)款、第(34)(d)款、第(34)(e)款、第(34)(f)款、第(34)(g)款及第(34)(i)款）。」

另請參閱「綠色範圍和綠色加圓圈範圍」中的相關規定。

撥出私人地方供公眾使用的契據

不適用

K. 有蓋行人天橋2

批地文件

特別條款第(35)條

「(a) 承授人應於2028年9月30日(註：政府已批准將該日期延至 2029年3月31日) 或之前，或在署長批准的其他延長期限內，自費在本文件夾附圖則A2上以綠色和紫色顯示的範圍內於黑虛線顯示和標示「 Proposed Covered Footbridge 2」的位置，搭建、建造和提供建造一座單層有蓋行人天橋，以及署長要求或批准的所有支撐和連接件(包括署長根據其絕對酌情權認為未來擴建該有蓋行人天橋所必需的任何支撐和連接件)(以下簡稱「有蓋行人天橋2」)，在所有方面使署長滿意，並連接至本文件

夾附圖則A2上標示「EXISTING FOOTBRIDGE」(以下簡稱「現有行人天橋」)的現有行人天橋，以便所有公眾人士能夠步行或乘坐輪椅通過、再通過、出入、上下有蓋行人天橋2，從而通過有蓋行人天橋2和現有行人天橋進出相鄰的道路、行人道和土地。有蓋行人天橋2的建造應採用署長要求並批准的材料，並符合相關標準、高度、定線、佈局和設計，包括但不限於提供和建造支撐結構、坡道、相關樓梯和梯台、自動扶梯、升降機以及署長酌情決定的內外配件和裝置、照明設備，所有裝置應構成或被視為有蓋行人天橋2的組成部分。有蓋行人天橋2的內部淨寬度應為3.0米，最小內部淨高度應為2.6米。承授人特此承認，目前本文件夾附圖則A2上以紫色顯示的範圍(以下簡稱「紫色範圍」)構成新九龍內地段第6461號餘段的一部分，承授人應在本協議所同意授予之年期內自費與當時紫色範圍的政府承租人或承授人另行安排，以獲取進入紫色範圍的權利，以便建造、修建、提供及維護在紫色範圍內建造、修建、提供及維護有蓋行人天橋2的相應部分(在紫色範圍內建造、修建、提供及維護有蓋行人天橋2的相應部分以下簡稱「有蓋行人天橋2紫色範圍」和有蓋行人天橋2的餘下部分以下簡稱「有蓋行人天橋2餘下部分」)；

(b) (i) 除本特別條款第(i)款及第(j)款另有規定外，自有蓋行人天橋2完工之日起，直至本協議所同意授予之日起五十年期滿之日，承授人應按本特別條款的規定自費管理、維護及修繕有蓋行人天橋2及其任何部分，使其保持良好且實質性的維修狀態，在所有方面使署長滿意。

(ii) 承授人應從九龍建業有限公司或署長可能批准或要求的其他公司(無論其是否為承授人的母公司或控股公司)(九龍建業有限公司或該等其他公司以下簡稱「該公司」)處取得一份向政府發出的擔保及承諾契約(以下簡稱「擔保及承諾書」)，據此，該公司無條件且不可撤銷地：

(I) 保證承授人按時、全面、完整地履行和遵守本特別條款項下的義務、承諾和契約，並承諾並保證，如果承授人違反、不履行或不遵守其在本特別條款項下的任何義務，該公司應在收到政府的書面要求後立即彌補所有此類違約行為(包括但不限於該公司自費進行或安排進行政府可能要求的任何工程，並向政府支付截至該要求之日的所有未付款項)；

(II) 承諾對因承授人違反、不履行或不遵守本特別條款項下的任何義務而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償；及

(III) 作為對政府的一項單獨、附加且獨立的契約和承諾，且不影響政府根據本特別條款第(b)(ii)(I)款和第(b)(ii)(II)款對公司或根據本協議所同意授予的條件對承授人享有的權利和救濟，該公司進一步承諾，在政府要求時，或在政府指定的期限內(但該期限不得超過本協議所同意授予之日起五十年屆滿之日)該公司應自費維護和修理(並應政府要求進行管理)，無論是由該公司單獨管理，還是與承授人共同或分別管理，或以其他方式管理，政府指定有蓋行人天橋2或其任何部分，在所有方面使政府滿意。

此擔保及承諾書應受香港法律約束，並應採用署長要求或批准的形式及包含署長要求或批准的條款及條件。該公司正式簽署的該擔保及承諾書應於批地文件簽署之日或之前交付署長；如按批地文件特別條款第(38)條經署長同意而轉讓該地段的承讓人，則應於署長要求之時交付。承授人應自費採取署長隨時要求採取的一切措施及行動，以確保該擔保及承諾書始終有效、持續並對公司具有約束力(包括但不限於承授人促使該公司簽署署長要求以政府為受益人的進一步保證或確認性擔保及承諾書)。

(c) 有蓋行人天橋2僅供公眾人士步行或乘坐輪椅通行，不得用於其他任何用途。

(d) 除非經署長批准或要求，承授人不得在 有蓋行人天橋2的任何部分(無論內外)用於廣告宣傳或張貼任何標誌、告示或海報。

(e) 承授人不得在有蓋行人天橋2內進行或允許進行任何可能造成滋擾或妨礙、或可能對通過該天橋的行人或車輛，或對任何相鄰土地或物業的擁有人或佔用人造成不便或損害的行為。

(f) 承授人應在有蓋行人天橋2存在期間，允許所有公眾人士出於所有合法目的，在白天和夜間免費且無需支付任何費用步行或乘坐輪椅通過、再通過、出入、上下有蓋行人天橋2，以便往返現有的行人天橋和相鄰的道路、行人道和土地。

(g) 承授人應對因承授人、其僱員、工人及承包商在履行本特別條下義務過程中所作為或不作為而直接或間接引起的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府、其官員、代理人、承包商、工人以及任何其他正式授權人員並確保其獲得彌償。

(h) 承授人不得允許或容許任何小販在有蓋行人天橋2內進行交易，並應將任何被發現正在其中進行交易的小販驅逐出該天橋。承授人應在有蓋行人天橋2的所有入口附近顯眼位置張貼禁止在有有蓋行人天橋2內擺攤的告示。就本特別條款而言，「小販」的定義應與《公眾衞生及市政條例》(第132章)第2條及其任何後續立法修訂中的定義相同，但就本款(i)而言，該定義(a)項中的「公眾地方」應刪除，並應替換為「在有蓋行人天橋2內」。

(i) 如署長要求拆除有蓋行人天橋2或其任何部分，承授人應在署長規定的期限內，自費按署長核准或要求的設計、材料、寬度、高度和位置建造並完成一座新的有蓋行人天橋或其部分，以取代原有行人天橋或其部分，使署長滿意。本特別條款中的「有蓋行人天橋2」一詞應視為包含該新行人天橋或其部分。

(j) 承授人須應政府要求，自費將有蓋行人天橋2或其政府指定的部分不帶任何產權負擔交還給政府，政府無須向承授人支付任何款項或補償。茲同意並聲明，有蓋行人天橋2或其部分應視為已於署長要求移交的信函中指定的日期移交給政府。除非署長另行酌情決定，否則承授人不再負責管理和維護已根據本第(j)款移交或視為已移交政府的有蓋行人天橋2的部分。為避免疑義，承授人在本特別條款項下就有蓋行人天橋2所承擔的義務，不應因該公司依據擔保及承諾書或政府依據本特別條款第(l)款就有蓋行人天橋2進行任何工程而解除、減輕或減少，亦不應被視為以任何方式解除、減輕或減少。承授人應自費提供署長可能要求的一切協助與合作，包括但不限於將有蓋行人天橋2或其任何部分移交給公司或政府，或依署長的指示移交給其他方，以進行該等工程。該等移交不應產生或被視為以任何方式解除、減輕或減少承授人在本特別條款項下就有蓋行人天橋2或其該等部分所承擔的義務。

(k) 特此明確同意、聲明及規定，本特別條款第(f)款所規定的承授人義務，並不代表承授人有意將有蓋行人天橋2劃撥給公眾通行或政府同意將有蓋行人天橋2劃撥給公眾通行。

(l) 如承授人未能履行、遵守或執行本特別條款第(b)(i)款和第(j)款規定的義務，政府可以(但並無任何義務或責任)自行或安排進行必要的工程，費用由承授人承擔。承授人應依政府要求向政府支付相當於工程費用的款項，該款項由署長決定，署長的決定為最終決定，對承授人具有約束力。

(m) 僅就本特別條款而言，「承授人」一詞指盛佳(亞洲)有限公司和頌威企業有限公司，不包括其所有承讓人，但包括根據批地文件特別條款第(38)條經署長同意而轉讓該地段的承讓人(如有)。為避免疑義，承授人不得且無權轉讓、抵押、按揭、分租或以其他方式質押有蓋行人天橋2或其任何部分或其任何權益。承授人特此確認並同意，即使承授人已處置或不再擁有該地段或其任何部分的全部或任何權益、權利、產權或所有權(無論是透過

批地文件特別條款第(38)條的轉讓，或透過其他轉讓、處置或其他方式)和即使批地文件年期因任何原因提前終止，其在本特別條款項下的義務仍然有效且持續存在，並對承授人個人具有約束力。為避免疑義，承授人(包括盛佳（亞洲）有限公司和頌威企業有限公司，如根據本協議所同意授予之特別條款第(38)條轉讓的承讓人，則包括該承讓人)的責任和義務是共同及分別承擔的。」

公契

不適用

撥出私人地方供公眾使用的契據

不適用

L. 行人連接通道1

批地文件

特別條款第(36)條

「(a) 承授人應於2029年3月31日或之前或署長可批准的其他日期，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造並提供行人專用無障礙通道或路徑，以便銜接行人隧道、有蓋行人天橋1、公眾休憩用地、清水灣道、通道範圍、新行人隧道開口及連接(定義見批地文件特別條款第(68)(a)條)和行人連接通道2(定義見批地文件特別條款第(69)(a)條)(以下簡稱「行人連接通道1」)，令運輸署署長滿意。

(b) 在實施本特別條款第(a)款規定後，承授人應在批地文件整個年期內自費管理和維護行人連接通道1，使其保持良好且實質性的維修狀態，令運輸署署長滿意。

(c) (i) 除本特別條款第(d)款另有規定外，承授人應於啟用日期(定義見批地文件特別條款第(71)(a)條)或之前，以及此後在批地文件整個年期內，保持行人連接通道1全天24小時開放，供所有公眾人士出於所有合法目的，自由且無需支付任何性質的費用使用(緊急情況除外)，除了連接行人隧道的發展項目地庫2層部分(以下簡稱「地庫2層部分」)，該部分應在港鐵彩虹站的開放時間內供所有公眾人士使用，以及連接新行人隧道開口及連接(定義見批地文件特別條款第(68)(a)條)的地庫1層部分(以下簡稱「地庫1層部分」)，該部分應全天24小時(或在路政署署長批准或要求的其他時間內)開放，供所有公眾人士步行或乘坐輪椅使用。

(ii) 就本特別條款第(c)(i)款而言，發展項目的地庫2層和地庫1層應以經批准的總平面圖(定義見批地文件特別條款第(64)(a)款)所示為準，運輸署署長對「地庫2層部分」和「地庫1層部分」的決定為最終決定，對承授人具有約束力。

(d) (i) 如因該地段或其任何部分進行重建，導致行人連接通道1或其任何部分需要拆除，承授人應在運輸署署長規定的期限內，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造和完成新的行人連接通道或其任何部分，令運輸署署長滿意。

(ii) 倘若按本特別條款第(d)(i)款建造任何新的行人連接通道或其任何部分，則本條款中所有提及「行人連接通道1」之處應視為指新的行人連接通道或其任何部分，以及行人連接通道1中未被拆除的部分。

(e) 政府對承授人或任何其他人因履行或不履行本特別條款件下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(f) 承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第(c)款所定承授人的義務，並不表示承授人意圖將該行人連接通道1撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第(c)款所載承授人的義務不構成依據《建築物(規劃)規例》第22(1)條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物(規劃)規例》第22(1)條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為避免疑義，行人連接通道1的全部面積應計入批地文件特別條款第(21)(c)條規定的總樓面面積計算。

(j) 就本特別條款而言，「承授人」一詞指Best Power (Asia) Limited和Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見批地文件特別條款第(70)(a)(i)條)的受讓人(如有)以及根據批地文件特別條款第(38)條作出轉讓整個地段的受讓人(如有)除外。承授人(包括Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人(如有)以及根據批地文件特別條款第(38)條作出轉讓整個地段的受讓人(如有))須共同及個別地承擔本特別條款項下的責任和義務。」

特別條款第(70)條

「(a) 在不影響本文件特別條款第(37)條的前提下，除本特別條款第(b)款另有規定外，承批人在本文件同意批租的整個期限內不得：

(i) 不得轉讓、按揭、押記(依本文件特別條款第(37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道1、行人銜接通道2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(ii) 不得轉讓、按揭、押記(依本文件特別條款第(37)(d)條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途(不包括私人住宅、倉庫、酒店和加油站)的建築物或其任何部分，包括歷史建築物、根據本特別條款第(21)(c)(iv)(I)條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道1、行人銜接通道2、新行人隧道入口及銜接、寫字樓停車位(不包括傷殘人士停車位)、非工業停車位(不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第(44)(a)(ii)條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施(以下統稱為「非工業部分」)，以及其中的任何權益(無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件)或訂立任何協議以取得該等權益；或

(b) 除本特別條款第(c)款另有規定外，承批人可以：

(i) 在所有方面遵守本條件令署長滿意後，承批人可以轉讓、按揭、押記非工業部分，但只能整體轉讓，不得轉讓其任何部分或其任何權益，也不得訂立任何有關協議；或

(ii) 無論在本條款生效之前或之後，只要在所有方面都符合本條款令署長滿意，即可將非工業部分或其任

何部分轉租，或訂立任何轉租協議，但前提是該非工業部分或其任何部分的租賃或租約應符合以下條款和條件：

(I) 租賃或租約的期限累計不得超過10年，包括任何續約權；

(II) 租賃或租約須待建築事務監督依據《建築物條例》、任何據此制定的規例及任何修訂法例，發出涵蓋該建築物或與租賃或租約相關的建築物部分的佔用許可證或臨時佔用許可證後方可生效；

(III) 承租人或租客無須支付任何地價；

(IV) 應付租金不得超過市場租金；

(V) 預付租金的期限不得超過12個曆月；

(VI) 租賃協議或租約或租賃協議或租約中允許的使用者須遵守本條件；及

(VII) 租賃協議或租約或租賃協議或租約中的任何條款及條件均不得與本條件相抵觸。

(c) 在按本特別條件第 (b) 款轉讓、按揭、押記或轉租非工業用地或訂立任何相關協議之前，承批人須：

(i) 自費以署長認可的方式劃定非工業用地範圍，且未經署長事先書面批准，不得更改已約定的劃定範圍；

(ii) 承批人應自費向署長提交一份契約，列明擬分配給非工業部分的該地段的不分割份數，並考慮非工業部分的總樓面面積佔該地段上已建或將建的所有建築物的總樓面面積之比例(以下簡稱「經批准的單方契據」)，以供署長書面批准。未經署長事先書面批准，承批人不得對經批准的單方契據進行任何修改、變更、更改或替換。署長在批准時可附加其認為適當的條款和條件。

(d) 承批人在交易和轉讓該地段的不分割份數時應遵守大廈公契中經批准的單方契據。未經署長事先書面批准，承批人不得訂立任何具有修改、變更、更改、修改或取代經批准的單方契據效力的契約或文件。

(e) 就本條款而言，署長對非工業用地範圍的決定為最終認定，對承批人具有約束力。」

批地文件特別條款第(71)條：

「(a) 承授人應於2029年3月31日或發展局常任秘書長(規劃及地政)(以下簡稱「常任秘書長」)批准的其他日期(以下簡稱「啟用日期」)之前，完成、修繕並向公眾開放行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接，所有工程均須令常任秘書長滿意。

(b) 除政府可要求的任何其他款項外，且在不影響政府根據本條款或其他規定享有的權利的前提下，如承授人未能履行本特別條款第(a)款項下的義務，承授人須按日以港幣 17,480.00 元計算的金額向政府按要求支付定額違約金(而非罰款)。該款項的計算期間自啟用日期翌日起，至行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接全部落成、達到完善狀況並開放予公眾使用之日止(且包括該日)，上述各項工程均須達到常任秘書長滿意的程度。

(c) 就本特別條款而言，常任秘書長就行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接的竣工、適用及向公眾啟用日期所作出的決定，對承授人具有最終約束力。

(d) 為避免疑義，特此同意並聲明，接受任何上述定額違約金的支付並不免除承授人根據此等批地文件條款仍須遵守與履行的任何義務。」

公契

附表 12 的A 部分（定義）

「「非工業部分」指發展項目內的非住宅單位（即政府批地文件特別條款第(70)(a)(i)款所述的「非工業部分」)，在圖則上（就第1期內的部分而言）以粉紅色標示，任何後續期數的分公契圖則上（就有關其後期數內的部分而言）以粉紅色及其他適用顏色標示（在本定義中統稱「指定地方」)，並已據此分配不分割份數，由該非工業部分的業主獨自使用、享用及管有，該詞包括：

……

(o) 行人連接通道1；

……」

「「行人連接通道1」指政府批地文件特別條款第(36)(a)條所述的「行人連接通道1」，該行人連接通道在該等圖則及任何後續期數的分公契圖則上以棕色虛線顯示，以供識別。」

附表8第11段

「(a) 非工業部分的業主（包括第一業主為非工業部分業主時）須遵守政府批地文件中有關行人連接通道1的條文規定（包括政府批地文件特別條款第(36)(b)款及第(36)(c)款）。」

撥出私人地方供公眾使用的契據

不適用

M. 行人連接通道2

批地文件

特別條款第(69)條

「(a) 承授人應於 2029 年 3 月 31 日或之前或署長可批准的其他日期，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造並提供行人專用無障礙通道或路徑，以便銜接棕色範圍和行人連接通道 1(以下簡稱「行人連接通道 2」)，令運輸署署長滿意。

(b) 在實施本特別條款第(a)款規定後，承授人應在本協議所同意授予之年期內自費管理和維護行人連接通道 2，使其保持良好且實質性的維修狀態，令運輸署署長滿意。

(c) 除本特別條款第(d)款另有規定外，承授人應於啟用日期(定義見本文件特別條款第(71)(a)條)或之前，以及此後在本協議所同意授予之年期內，保持行人連接通道2全天24小時開放，供所有公眾人士出於所有合法目的，自由且無需支付任何性質的費用使用(緊急情況除外)。

(d) (i) 如因該地段或其任何部分進行重建，導致行人連接通道 2或其任何部分需要拆除，承授人應在運輸署署長規定的期限內，自費按運輸署署長決定和批准的闊度、位置、水平和定線建造和完成新的行人連接通道或其任何部分，令運輸署署長滿意。

(ii) 倘若按本特別條款第(d)(i)款建造任何新的行人連接通道或其任何部分，則本條款中所有提及「行人連接通道 2」之處應視為指新的行人連接通道或其任何部分，以及行人連接通道2中未被拆除的部分。

(e) 政府對承授人或任何其他人因履行或不履行本特別條款件下的任何義務而直接或間接引起，無論何種原因造成或遭受，的任何損失、損害、妨害或干擾，概不承擔任何責任，承授人不得就任何此類損失、損害、妨害或干擾向政府提出任何索賠。

(f) 承授人須對承授人履行或不履行本特別條款項下的任何義務而直接或間接引起的、與之相關的或附帶的任何及所有責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序賠償政府並確保其獲得彌償。

(g) 特此明確同意、聲明並規定，本特別條款第 (c) 款所定承授人的義務，並不表示承授人意圖將該行人連接通道 2 撥供予公眾作通行權，亦不表示政府同意該等撥供。

(h) 特此明確同意並聲明，本特別條款第 (c) 款所載承授人的義務不構成依據《建築物 (規劃) 規例》第 22(1) 條規定或其他規定對任何額外地盤上蓋面積或容積率的優惠或權利之預期或主張。為避免疑義，承授人特此明確放棄依據《建築物 (規劃) 規例》第 22(1) 條就額外地盤上蓋面積或容積率享有的任何及所有優惠或權利。

(i) 為計算本文件特別條款第(21)(c)條所規定的總樓面面積，

(i) 如果行人連接通道 2 的總樓面面積達到或超過 334 平方米，則行人連接通道 2 中 334 平方米的總樓面面積將不予計算；及

(ii) 如果行人連接通道 2 的總樓面面積少於 334 平方米，則行人連接通道 2 的總樓面面積將不予計算。

(j) 就本特別條款而言，「承授人」一詞指 Best Power (Asia) Limited 和 Jumbo Power Enterprises Limited，雙方須共同及個別地承擔責任，惟不包括其受讓人，但非工業部分(定義見本文件特別條款第 (70)(a)(i) 條)的受讓人(如有) 以及根據本文件特別條款第 (38) 條作出轉讓整個地段的受讓人(如有)除外。承授人(包括 Best Power (Asia) Limited、Jumbo Power Enterprises Limited、非工業部分的受讓人 (如有) 以及根據批地文件特別條款第 (38) 條作出轉讓整個地段的受讓人 (如有)) 須共同及個別地承擔本特別條款項下的責任和義務。」

特別條款第 (70) 條

「(a) 在不影響本文件特別條款第 (37) 條的前提下，除本特別條款第 (b) 款另有規定外，承批人在本文件同意批租的整個期限內不得：

(i) 不得轉讓、按揭、押記 (依本文件特別條款第 (37)(d) 條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途 (不包括私人住宅、倉庫、酒店和加油站) 的建築物或其任何部分，包括歷史建築物、根據本特別條款第 (21)(c)(iv)(I) 條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位 (不包括傷殘人士停車位)、非工業停車位 (不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第 (44)(a)(ii) 條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施 (以下統稱為「非工業部分」)，以及其中的任何權益 (無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件) 或訂立任何協議以取得該等權益；或

(ii) 不得轉讓、按揭、押記 (依本文件特別條款第 (37)(d) 條規定作建築按揭的方式除外)、出租、轉租、轉讓佔有權或以其他方式處置該地段上已建或將建作非工業用途 (不包括私人住宅、倉庫、酒店和加油站) 的建築物或其任何部分，包括歷史建築物、根據本特別條款第 (21)(c)(iv)(I) 條規定提供的幼稚園、上述安老院、公共輕型貨車停車場、地層內的行人隧道部分、行人銜接通道 1、行人銜接通道 2、新行人隧道入口及銜接、寫字樓停車位 (不包括傷殘人士停車位)、非工業停車位 (不包括傷殘人士停車位)、寫字樓電單車停車位、非工業電單車停車位、根據本文件特別條款第 (44)(a)(ii) 條規定提供的臨時停車處，以及署長認為合適的其他住宿和設施 (以下統稱為「非工業部分」)，以及其中的任何權益 (無論是透過直接或間接保留、授予優先購買權、選擇權或委託書，或任何其他方式、安排或文件) 或訂立任何協議以取得該等權益；或

(b) 除本特別條款第 (c) 款另有規定外，承批人可以：

(i) 在所有方面遵守本條件令署長滿意後，承批人可以轉讓、按揭、押記非工業部分，但只能整體轉讓，不得轉讓其任何部分或其任何權益，也不得訂立任何有關協議；或

(ii) 無論在本條款生效之前或之後，只要在所有方面都符合本條款令署長滿意，即可將非工業部分或其任何部分轉租，或訂立任何轉租協議，但前提是該非工業部分或其任何部分的租賃或租約應符合以下條款和條件：

(I) 租賃或租約的期限累計不得超過 10 年，包括任何續約權；

(II) 租賃或租約須待建築事務監督依據《建築物條例》、任何據此制定的規例及任何修訂法例，發出涵蓋該建築物或與租賃或租約相關的建築物部分的佔用許可證或臨時佔用許可證後方可生效；

(III) 承租人或租客無須支付任何地價；

(IV) 應付租金不得超過市場租金；

(V) 預付租金的期限不得超過 12 個曆月；

(VI) 租賃協議或租約或租賃協議或租約中允許的使用者須遵守本條件；及

(VII) 租賃協議或租約或租賃協議或租約中的任何條款及條件均不得與本條件相抵觸。

(c) 在按本特別條件第 (b) 款轉讓、按揭、押記或轉租非工業用地或訂立任何相關協議之前，承批人須：

(i) 自費以署長認可的方式劃定非工業用地範圍，且未經署長事先書面批准，不得更改已約定的劃定範圍；

(ii) 承批人應自費向署長提交一份契約，列明擬分配給非工業部分的該地段的不分割份數，並考慮非工業部分的總樓面面積佔該地段上已建或將建的所有建築物的總樓面面積之比例 (以下簡稱「經批准的單方契據」)，以供署長書面批准。未經署長事先書面批准，承批人不得對經批准的單方契據進行任何修改、變更、更改或替換。署長在批准時可附加其認為適當的條款和條件。

(d) 承批人在交易和轉讓該地段的不分割份數時應遵守大廈公契中經批准的單方契據。未經署長事先書面批准，承批人不得訂立任何具有修改、變更、更改、修改或取代經批准的單方契據效力的契約或文件。

(e) 就本條款而言，署長對非工業用地範圍的決定為最終認定，對承批人具有約束力。」

特別條款第 (71) 條：

「(a) 承授人應於 2029 年 3 月 31 日或發展局常任秘書長 (規劃及地政)(以下簡稱「常任秘書長」) 批准的其他日期 (以下簡稱「啟用日期」) 之前，完成、修繕並向公眾開放行人隧道、行人連接通道 1、行人連接通道 2 及新行人隧道開口及連接，所有工程均須令常任秘書長滿意。

(b) 除政府可要求的任何其他款項外，且在不影響政府根據本條款或其他規定享有的權利的前提下，如承授人未能履行本特別條款第 (a) 款項下的義務，承授人須按日以港幣 17,480.00 元計算的金額向政府按要求支付定額違約金 (而非罰款)。該款項的計算期間自啟用日期翌日起，至行人隧道、行人連接通道 1、行人連接通道 2 及新行人隧道開口及連接全部落成、達到完善狀況並開放予公眾使用之日止 (且包括該日)，上述各項工程均須達到常任秘書長滿意的程度。

(c) 就本特別條款而言，常任秘書長就行人隧道、行人連接通道 1、行人連接通道 2及新行人隧道開口及連接的竣工、適用及向公眾啟用日期所作出的決定，對承授人具有最終約束力。

(d) 為避免疑義，特此同意並聲明，接受任何上述定額違約金的支付並不免除承授人根據此等條款仍須遵守與履行的任何義務。」

公契

附表 12 的A 部分（定義）

「「非工業部分」指發展項目內的非住宅單位（即政府批地文件特別條件第(70)(a)(i)款所述的「非工業部分」），在圖則上（就第1期內的部分而言）以粉紅色標示，任何後續期數的分公契圖則上（就有關其後期數內的部分而言）以粉紅色及其他適用顏色標示（在本定義中統稱「指定地方」），並已據此分配不分割份數，由該非工業部分的業主獨自使用、享用及管有，該詞包括：

……

(p) 行人連接通道2；

……」

「「行人連接通道2」指政府批地文件特別條件第(69)(a)款所述的「行人連接通道2」，在其後任何期數的分契圖則上以識別方式標示。」

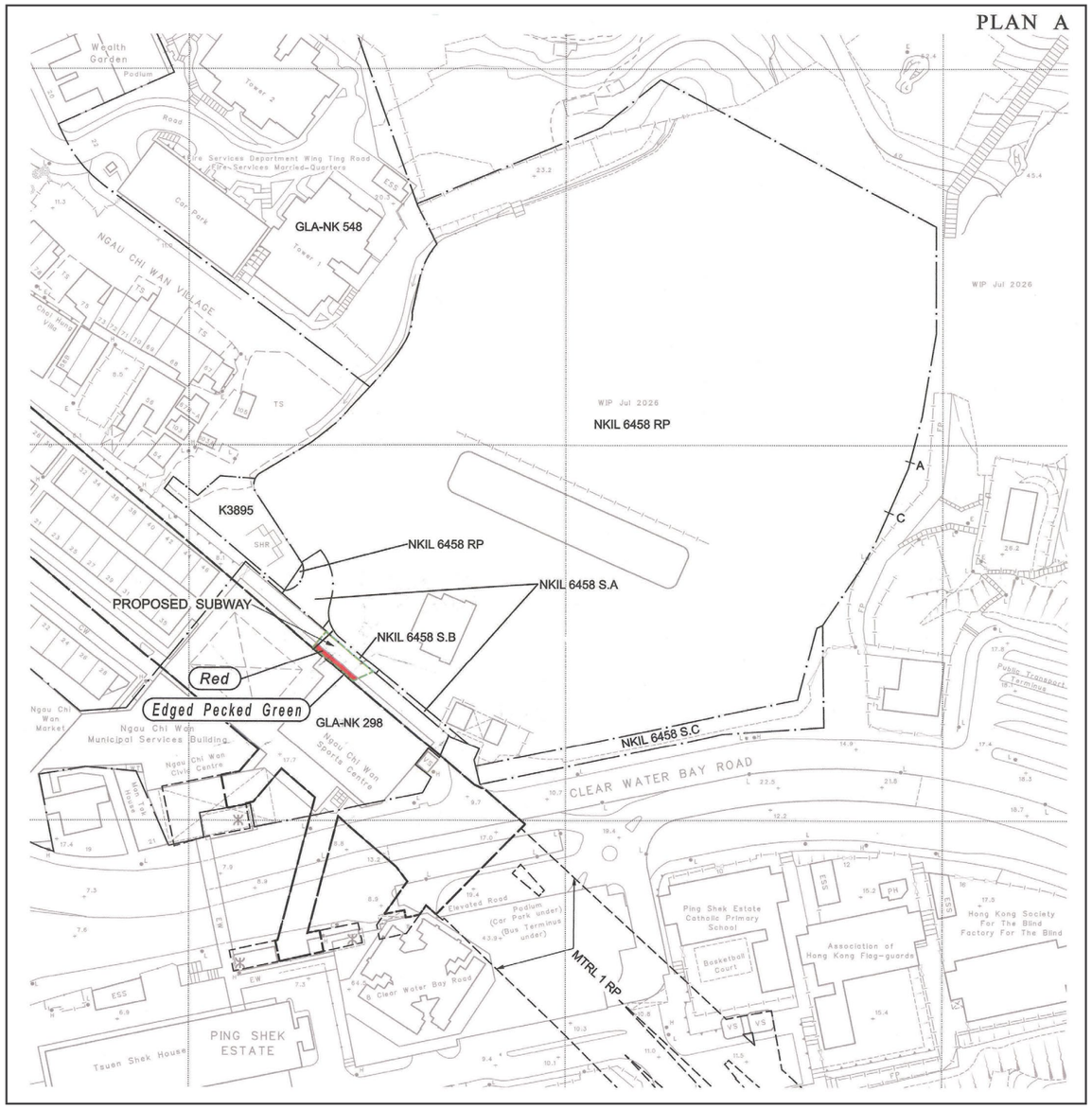
附表8第11段

「(b) 非工業部分的業主（包括首任業主為非工業部分業主時）須遵守政府批地文件中有關行人連接通道2的條文規定（包括政府批地文件特別條件第(69)(b)款及第(69)(c)款）。」

撥出私人地方供公眾使用的契據

不適用

PLAN A

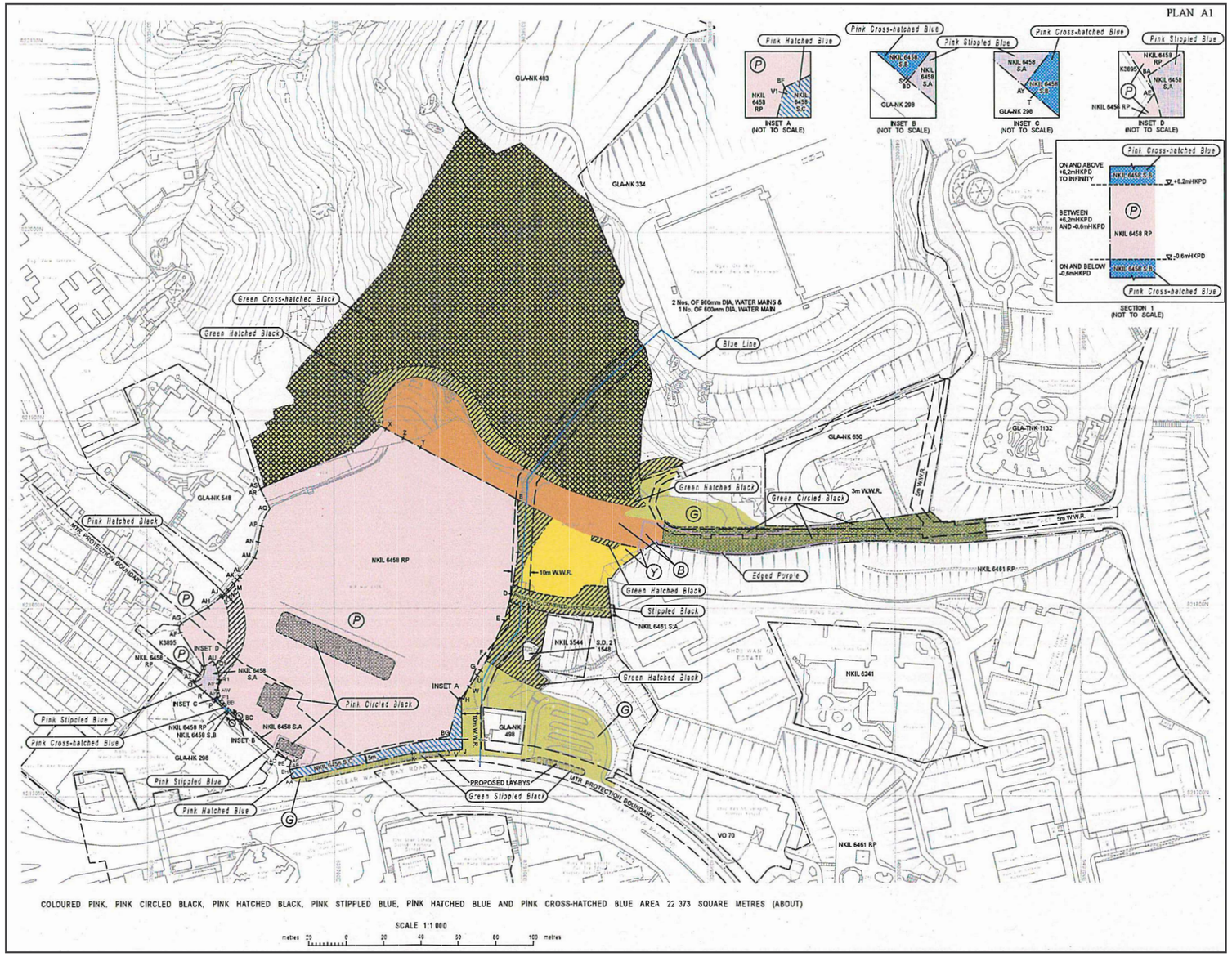


LEGEND 圖例：

Edged Pecked Green
綠色虛線圍邊

Remark 備註：
The plan above is for showing the location of the Pedestrian Subway (part of) only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「行人隧道」(部分) 的位置，圖中所示之其他事項未必能反映其最新狀況。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料



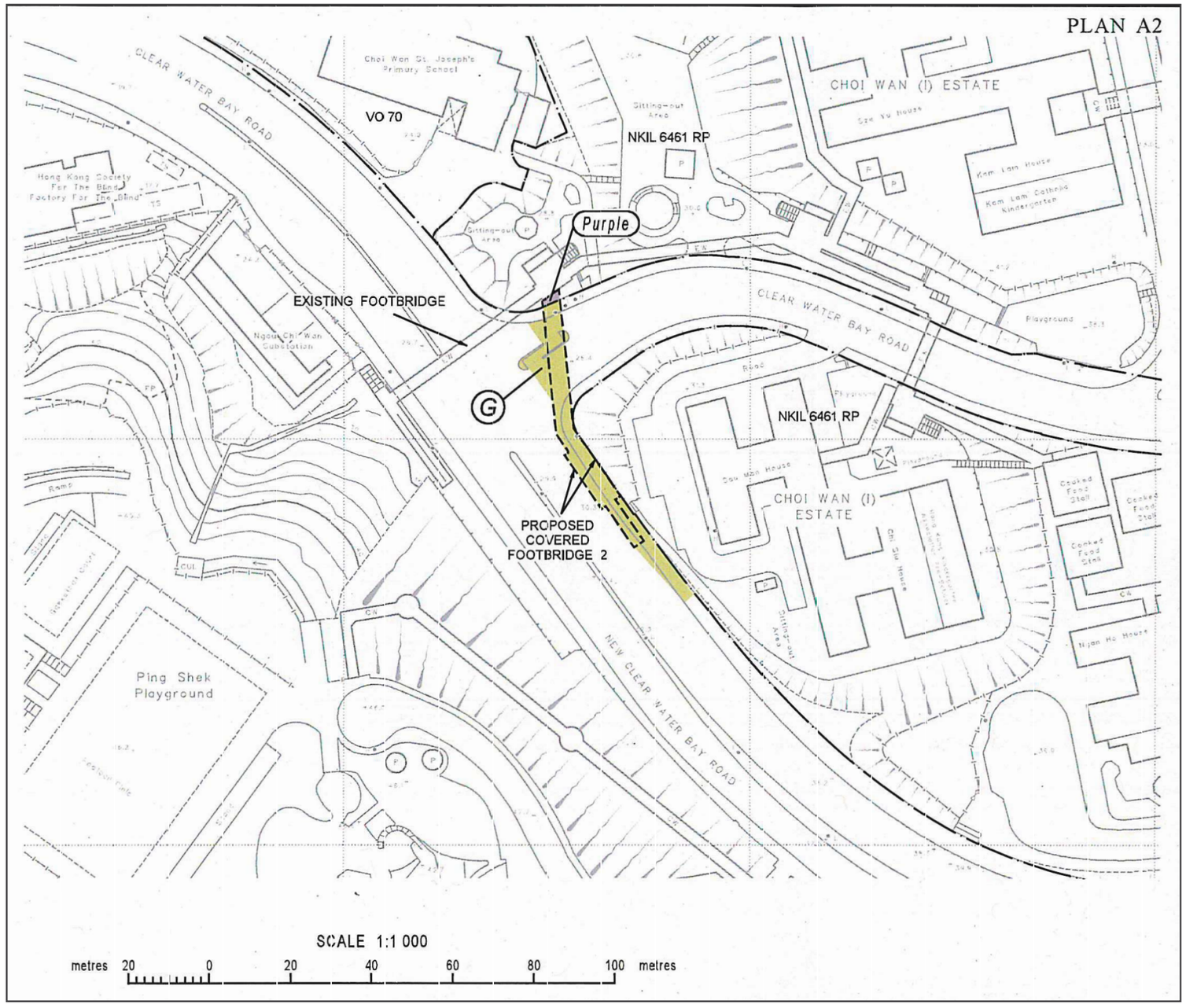
LEGEND 圖例：

- Pink Circled Black 粉紅色加黑圓圈
- Pink Hatched Black 粉紅色間黑斜線
- Pink Stippled Blue 粉紅色加藍點
- Pink Hatched Blue 粉紅色間藍斜線
- Pink Cross-Hatched Blue 粉紅色間藍十字線
- Green 綠色
- Green Circled Black 綠色加黑圓圈
- Green Stippled Black 綠色加黑點
- Green Hatched Black 綠色間黑斜線
- Green Cross-Hatched Black 綠色間黑十字線
- Brown 棕色
- Yellow 黃色
- Stippled Black 黑點
- Edged Purple 鑲紫邊
- Proposed Covered Footbridge 1 擬建有蓋行人天橋 1

Remark 備註：

The plans(s) above is/are for showing the location of the Pink Hatched Blue Area, the PSCHB Areas (i.e., the area coloured pink stippled blue and pink cross-hatched blue above), the Green Areas (part of), the Green Circled Black Area, the Yellow Area and the Brown Area only. Other matters shown in this plan may not reflect their latest conditions.

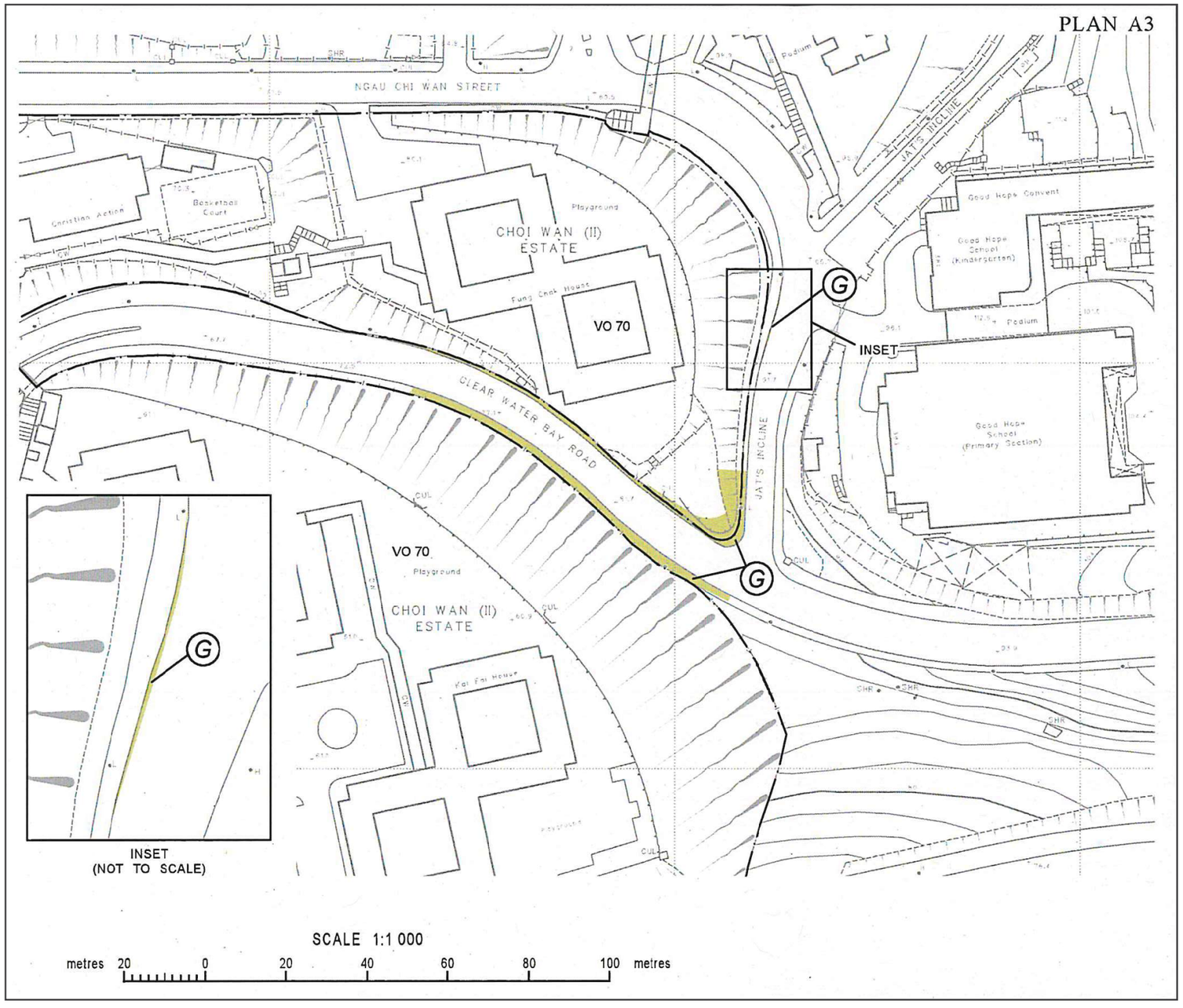
上圖僅作顯示「粉紅色間藍斜線範圍」、「PSCHB 範圍」(即粉紅色加藍點和粉紅色間藍交叉線的範圍)、「綠色範圍」(部分)、「綠色加黑圓圈範圍」、「黃色範圍」及「棕色範圍」的位置，圖中所示之其他事項未必能反映其最新狀況。



LEGEND 圖例：

- Green 綠色
- Purple 紫色
- Proposed Covered Footbridge 2 擬建有蓋行人天橋 2

Remark 備註：
The plan above is for showing the location of the the Green Areas (part of) and Covered Footbridge 2 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「綠色範圍」(部分) 和「有蓋行人天橋2」的位置，圖中所示之其他事項未必能反映其最新狀況。

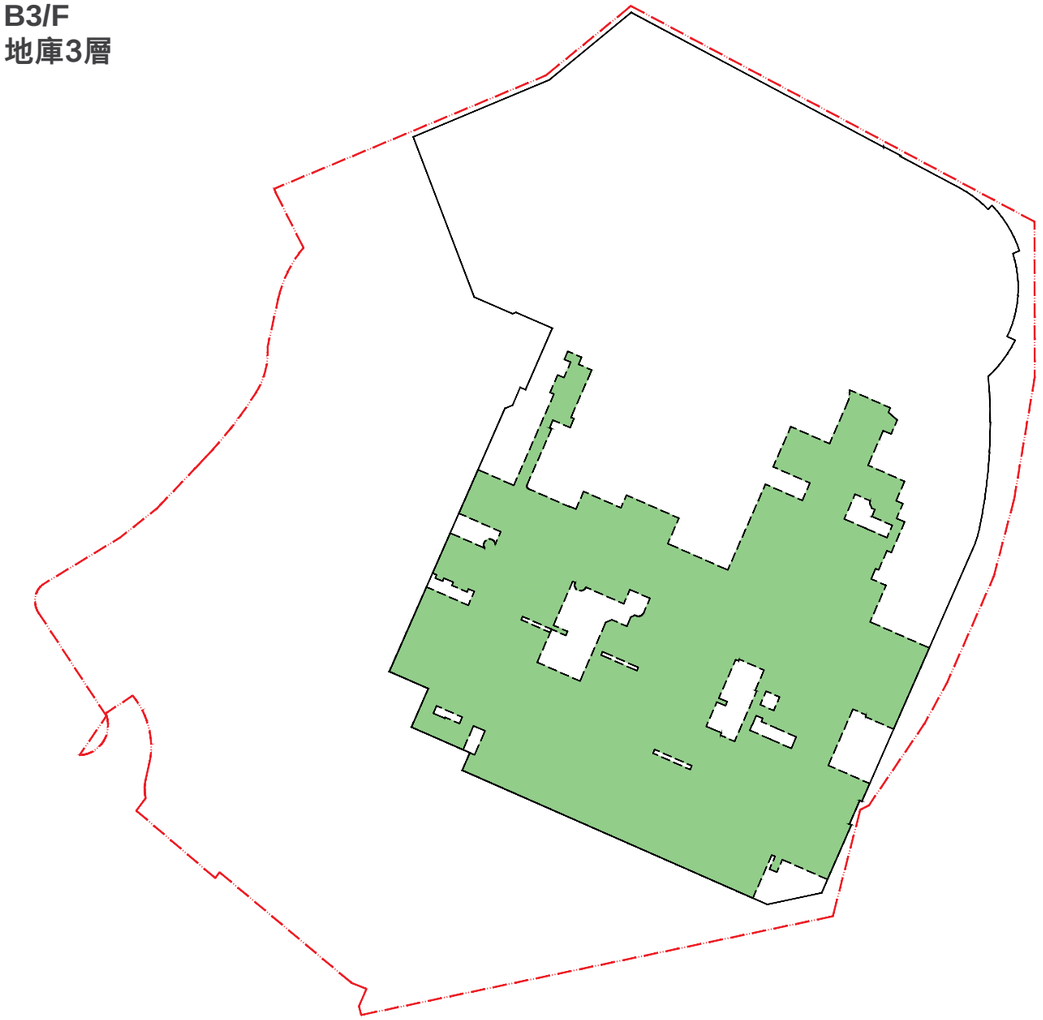


LEGEND 圖例：

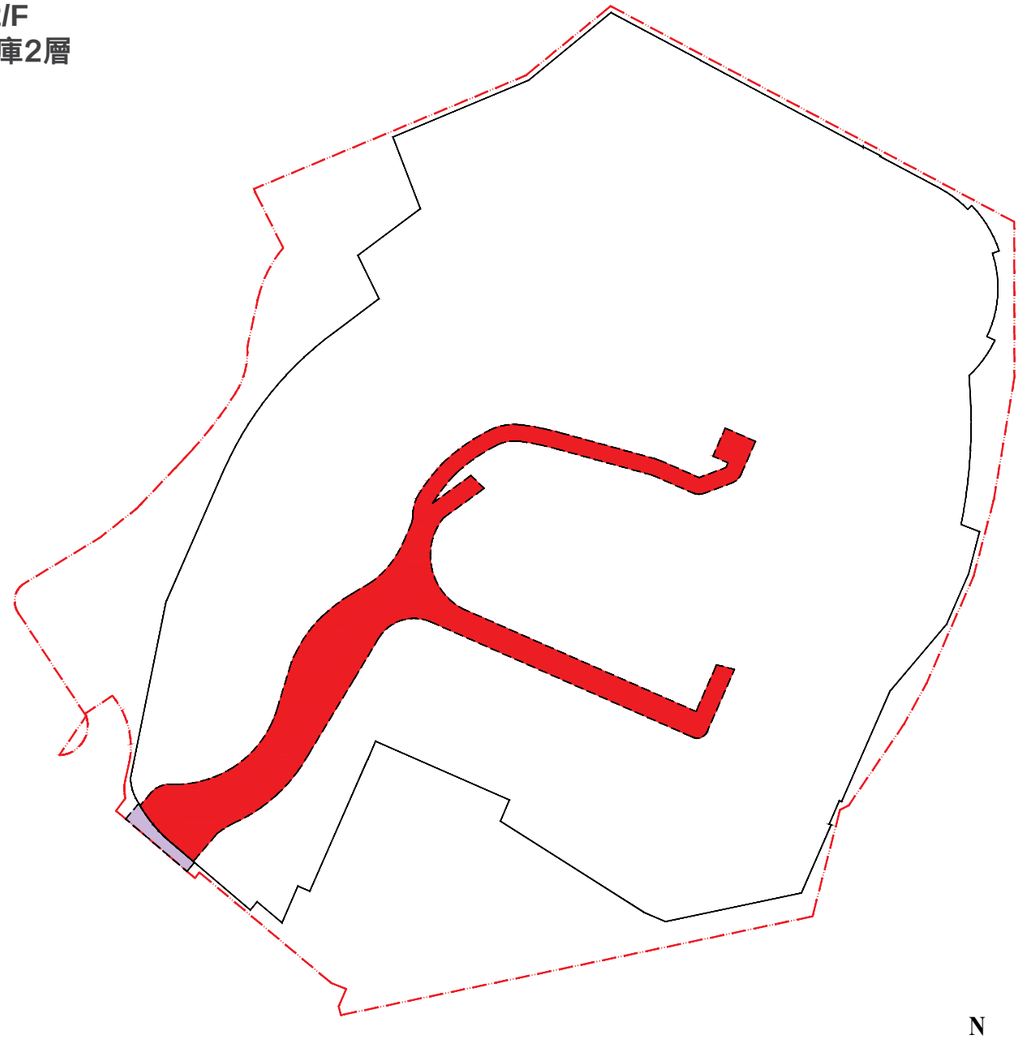
Green
綠色

Remark 備註：
The plan above is for showing the location of the the Green Areas (part of). Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「綠色範圍」(部分) 的位置，圖中所示之其他事項未必能反映其最新狀況。

B3/F
地庫3層



B2/F
地庫2層



SCALE 比例
0 10 20 30M/米

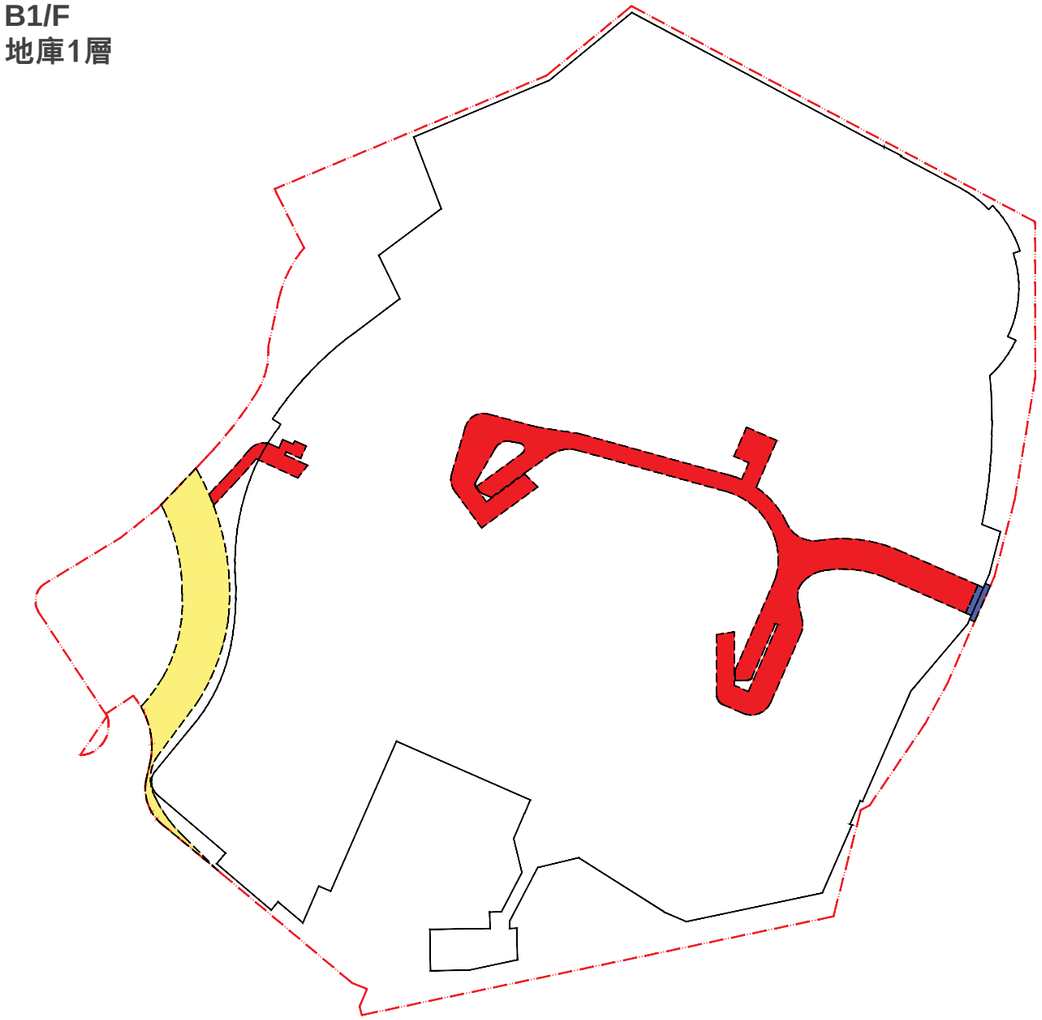
N

LEGEND 圖例：

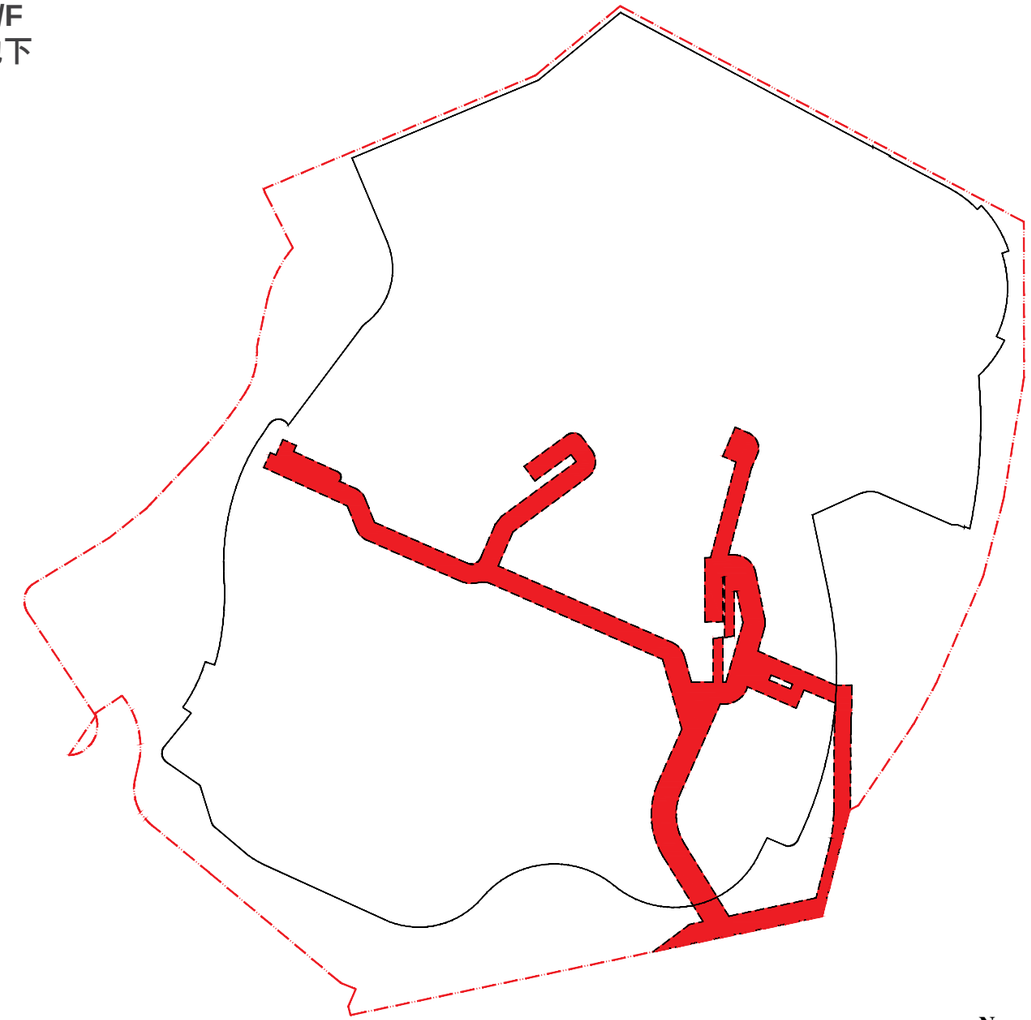
- Public LGV Carpark 公共輕型貨車停車場
- Pedestrian Link 1 行人連接通道 1
- The Part of the Pedestrian Subway Within Site 發展項目內的行人隧道部分
- Development Site Boundary 發展項目的界線
- Building Outline 建築物輪廓線

Remark: 備註:
The plans above are for showing the location of the Public LGV Carpark, the part of the Pedestrian Subway within site and Pedestrian Link 1 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「公共輕型貨車停車場」、位於項目內的「行人隧道」部分及「行人連接通道1」的位置，圖中所示之其他事項未必能反映其最新狀況。

B1/F
地庫1層



G/F
地下



SCALE 比例
0 10 20 30M/米

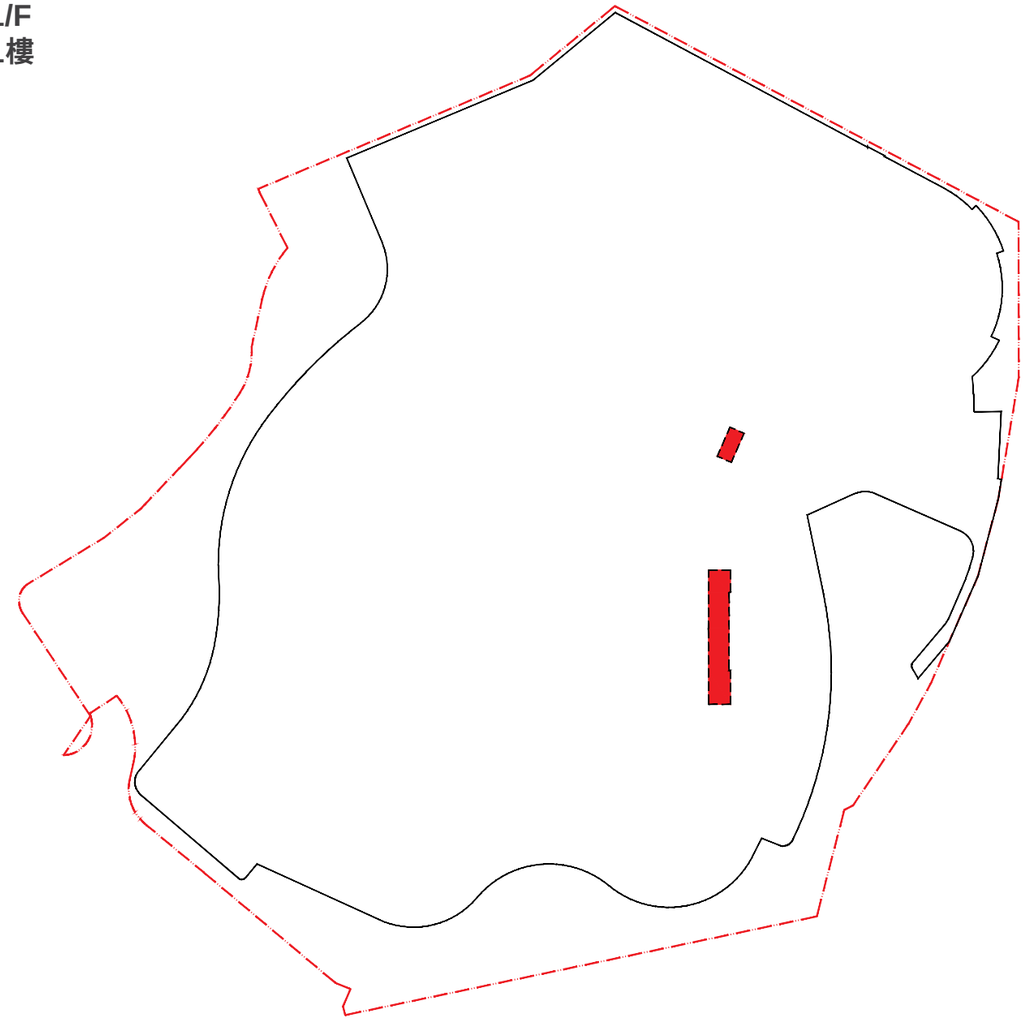
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LEGEND 圖例：

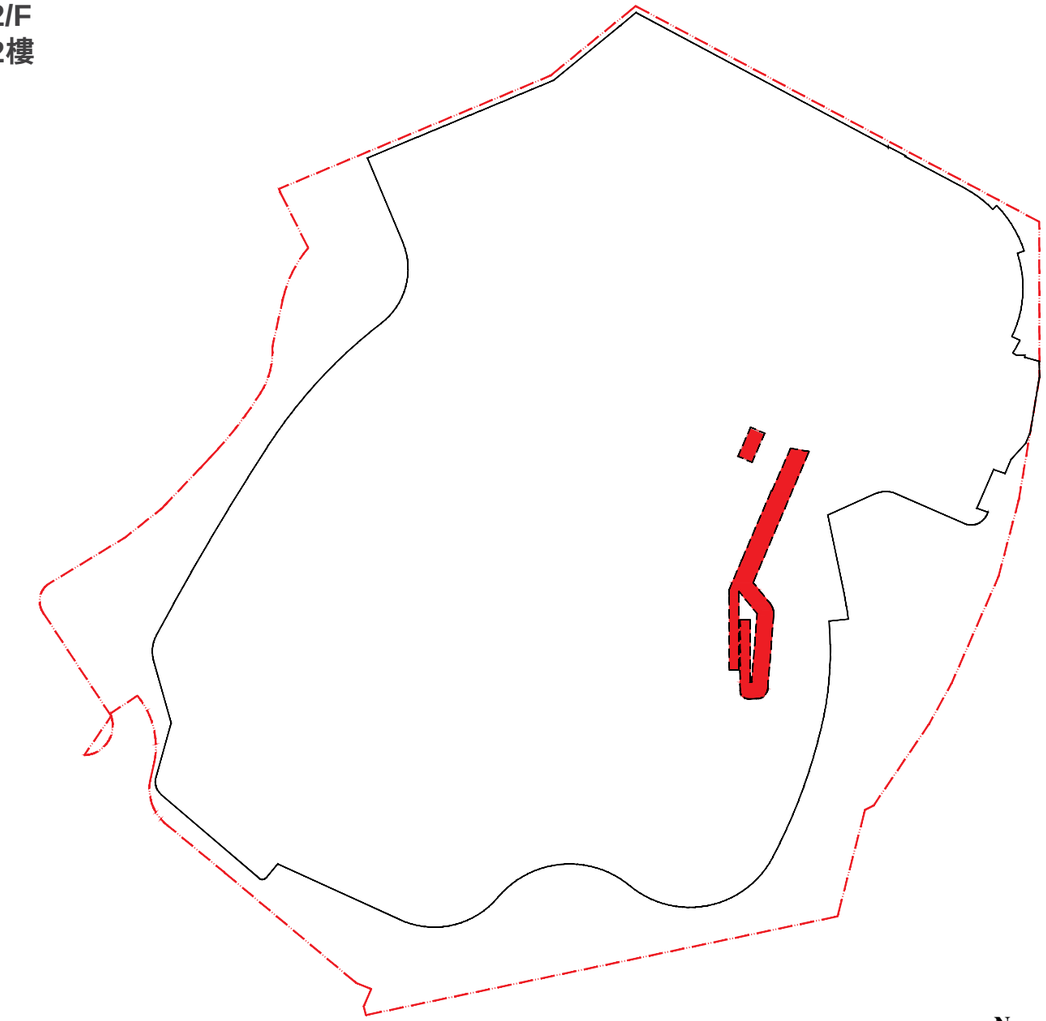
- Passage Area 通道範圍
- Pedestrian Link 1 行人連接通道 1
- The New Pedestrian Subway Opening and Connection 新行人隧道開口及連接
- Development Site Boundary 發展項目的界線
- Building Outline 建築物輪廓線

Remark: 備註：
The plans above are for showing the location of the Passage Area, the New Pedestrian Subway Opening and Connection and Pedestrian Link 1 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「通道範圍」、「新行人隧道開口及連接」及「行人連接通道1」的位置，圖中所示之其他事項未必能反映其最新狀況。

1/F
1樓



2/F
2樓



SCALE 比例 0 10 20 30M/米

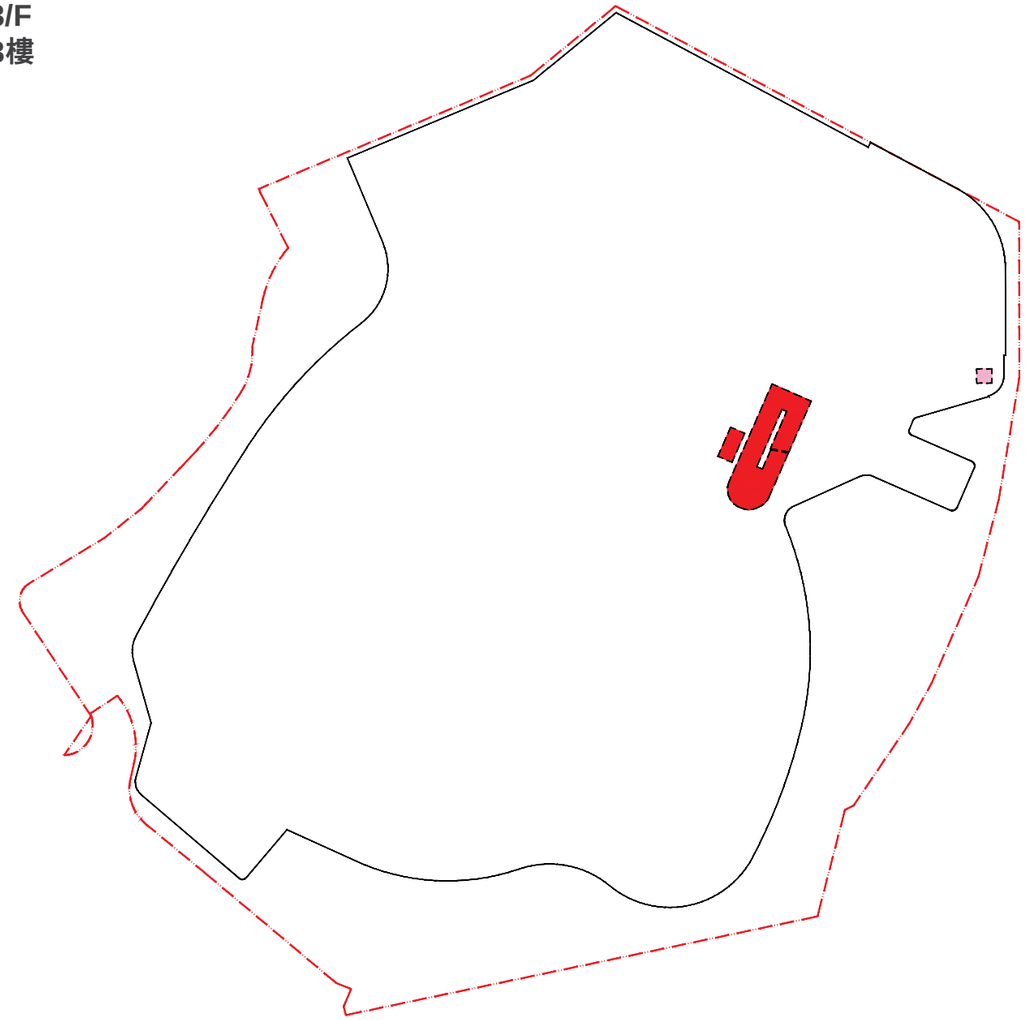
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LEGEND 圖例：

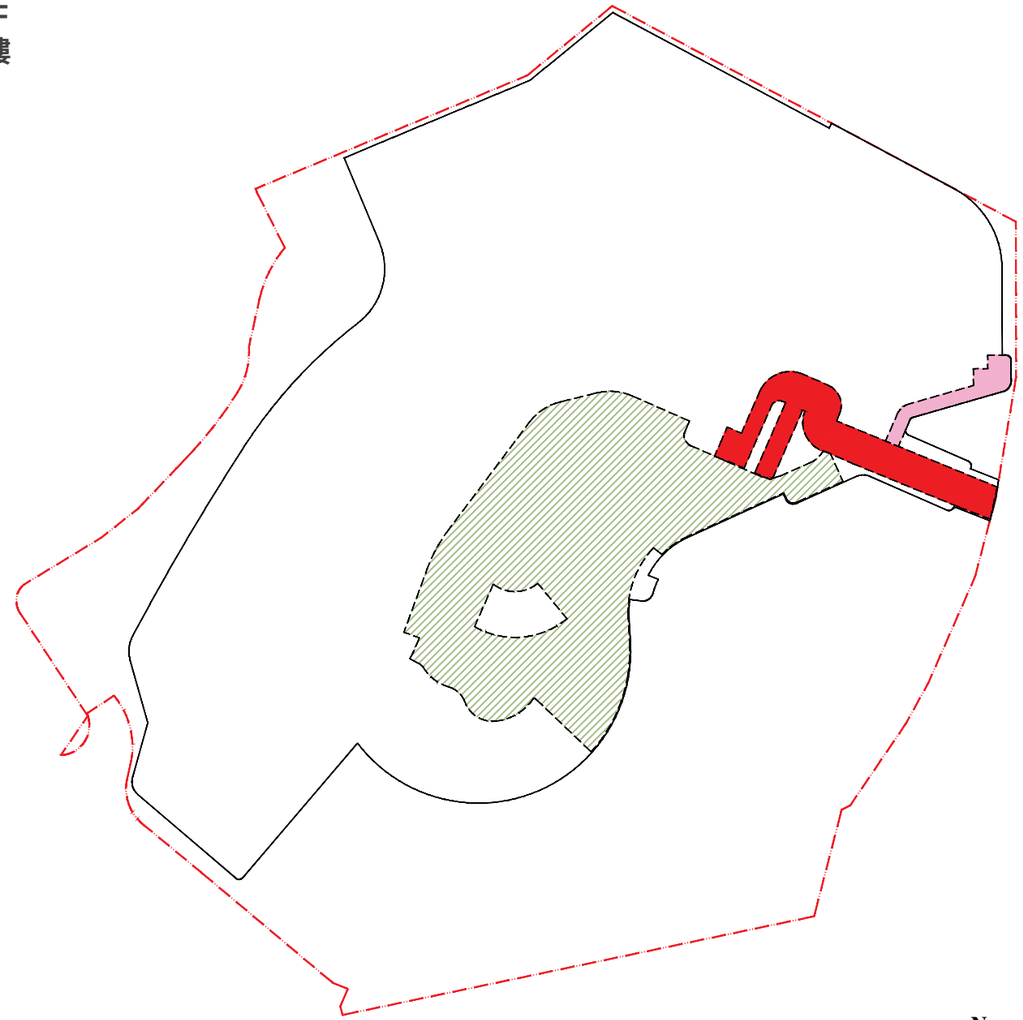
- Pedestrian Link 1
  行人連接通道 1
- Development Site Boundary
  發展項目的界線
- Building Outline
  建築物輪廓線

Remark: 備註:
The plans above are for showing the location of Pedestrian Link 1 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「行人連接通道1」的位置，圖中所示之其他事項未必能反映其最新狀況。

3/F
3樓



4/F
4樓



SCALE 比例
0 10 20 30M/米

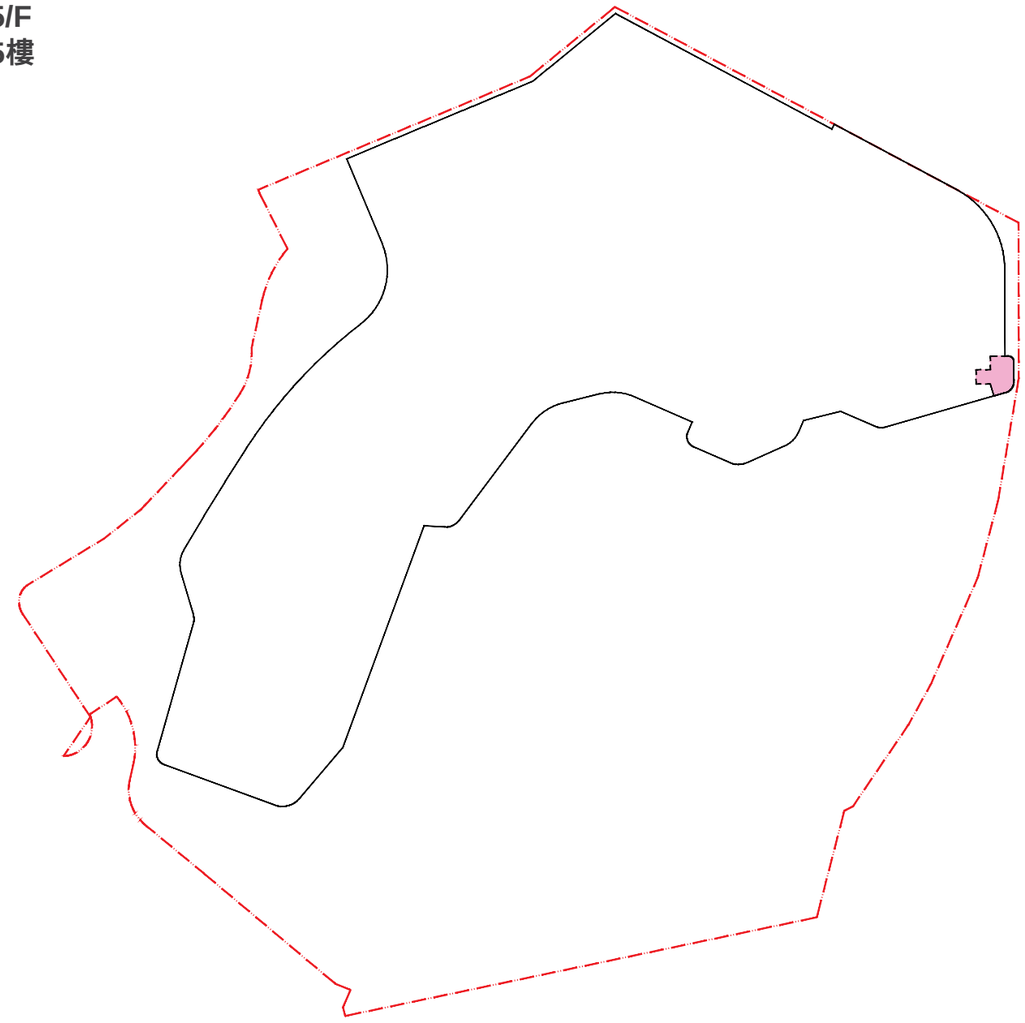
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LEGEND 圖例：

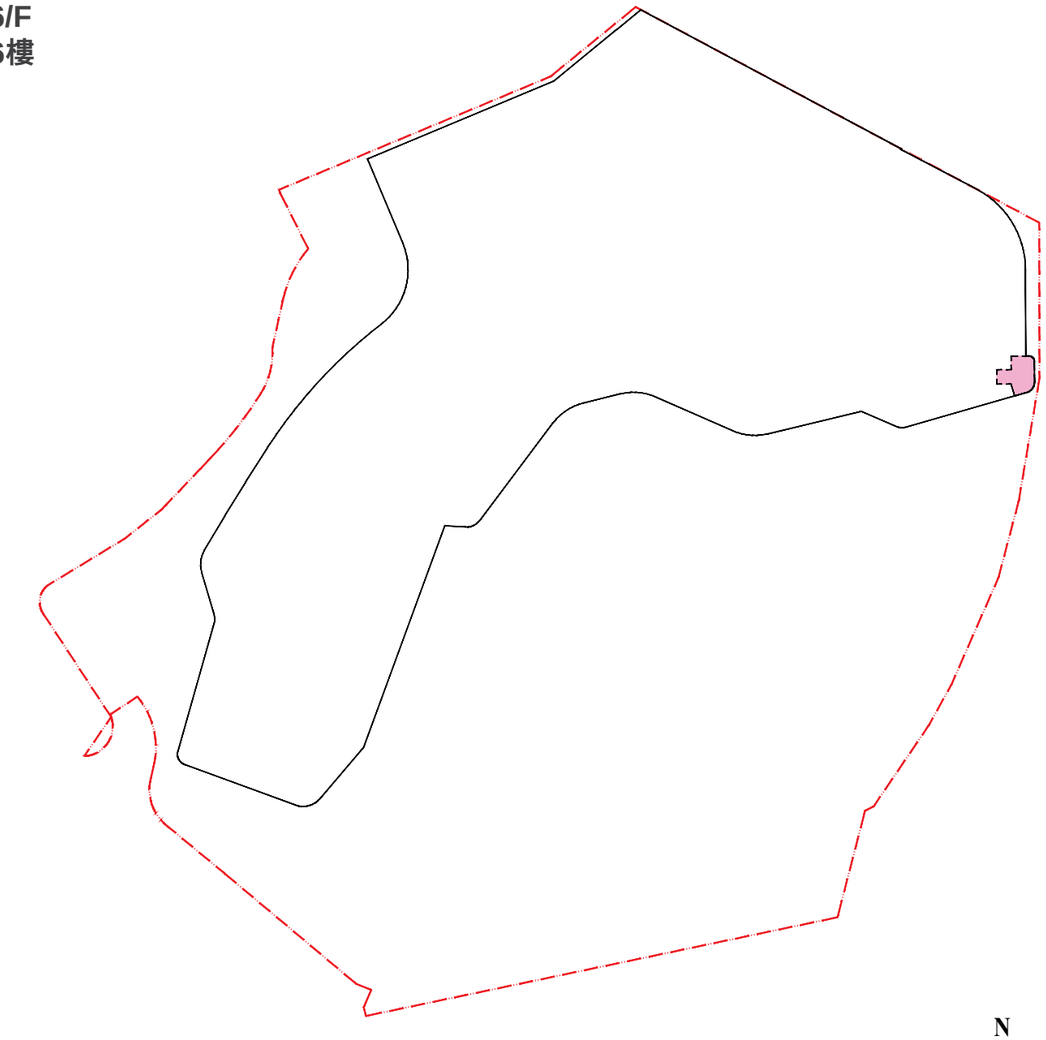
- Pedestrian Link 1 行人連接通道 1
- Pedestrian Link 2 行人連接通道 2
- Public Open Space 公眾休憩用地
- Development Site Boundary 發展項目的界線
- Building Outline 建築物輪廓線

Remark: 備註:
The plans above are for showing the location of Public Open Space, Pedestrian Link 1 and Pedestrian Link 2 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「公眾休憩用地」、「行人連接通道1」及「行人連接通道2」的位置，圖中所示之其他事項未必能反映其最新狀況。

5/F
5樓



6/F
6樓



SCALE 比例
0 10 20 30M/米

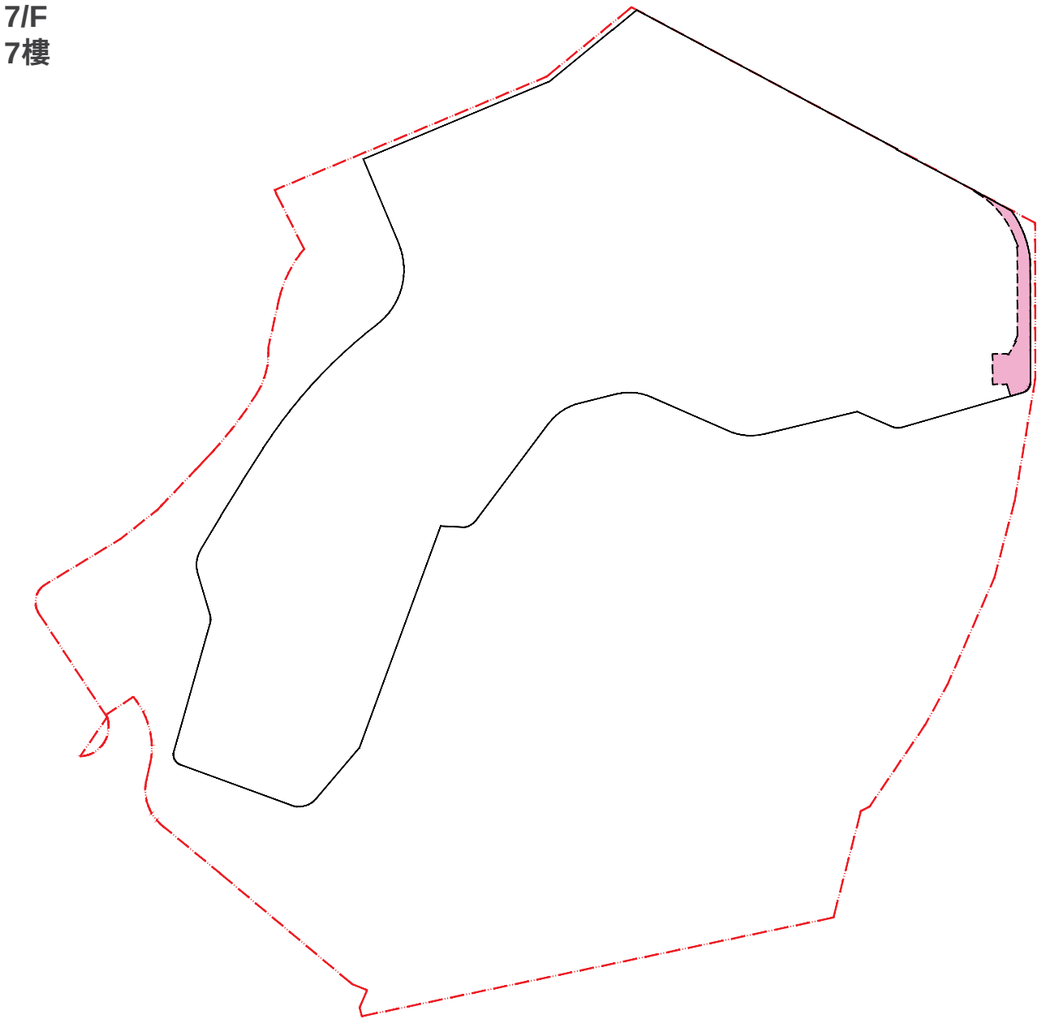
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LEGEND 圖例：

- Pedestrian Link 2
  行人連接通道 2
- Development Site Boundary
  發展項目的界線
- Building Outline
  建築物輪廓線

Remark: 備註:
The plans above are for showing the location of Pedestrian Link 2 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「行人連接通道2」的位置，圖中所示之其他事項未必能反映其最新狀況。

7/F
7樓



SCALE 比例
0 10 20 30M/米

N

LEGEND 圖例 :

- Pedestrian Link 2
  行人連接通道 2
- Development Site Boundary
  發展項目的界線
- Building Outline
  建築物輪廓線

Remark: 備註:
The plan above is for showing the location of Pedestrian Link 2 only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示「行人連接通道 2」的位置，圖中所示之其他事項未必能反映其最新狀況。

WARNING TO PURCHASERS
對買方的警告

(a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the Vendor) to act for the purchaser in relation to the transaction.

(b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

(c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser -

(i) that firm may not be able to protect the purchaser's interests ; and

(ii) the purchaser may have to instruct a separate firm of solicitors.

(d) In the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

(a) 現建議買方聘用一間獨立的律師事務所（代表擁有人行事者除外），以在交易中代表買方行事。

(b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

(c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 –

(i) 該律師事務所可能不能夠保障買方的利益；及

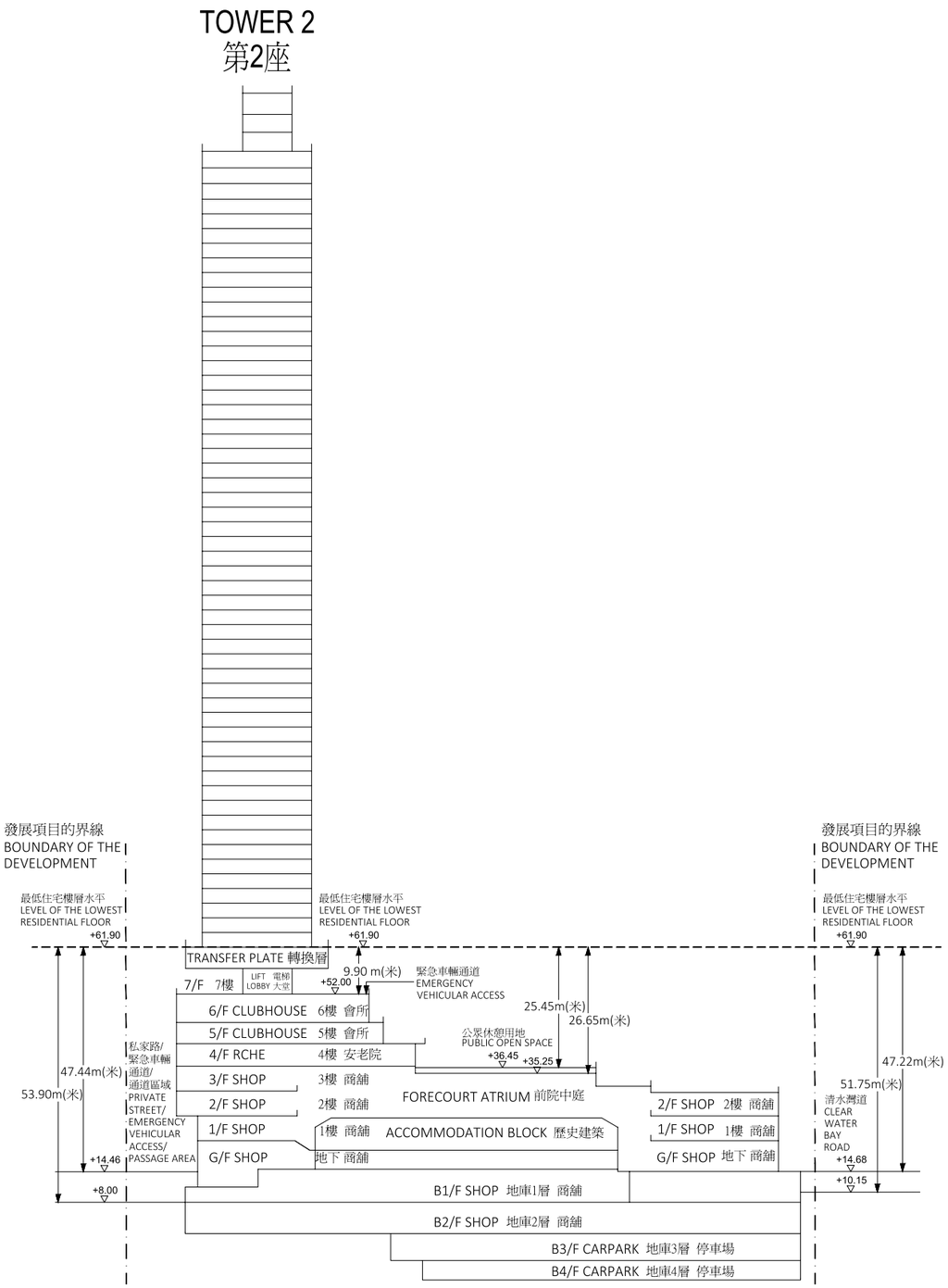
(ii) 買方可能要聘用一間獨立的律師事務所。

(d) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

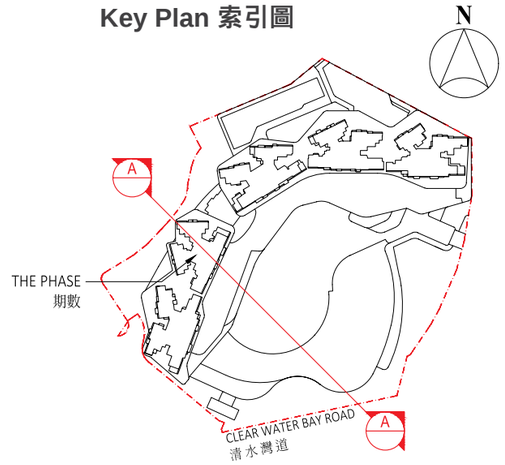
CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Cross-Section A-A
橫截面圖 A-A

TOP ROOF	頂層天台
UPPER ROOF 2 PLANT ROOM	上層天台2 機房
UPPER ROOF 1 PLANT ROOM	上層天台1 機房
ROOF	天台
68/F RESIDENTIAL UNITS	68樓 住宅單位
67/F RESIDENTIAL UNITS	67樓 住宅單位
66/F RESIDENTIAL UNITS	66樓 住宅單位
65/F RESIDENTIAL UNITS	65樓 住宅單位
63/F RESIDENTIAL UNITS	63樓 住宅單位
62/F RESIDENTIAL UNITS	62樓 住宅單位
61/F RESIDENTIAL UNITS	61樓 住宅單位
60/F RESIDENTIAL UNITS	60樓 住宅單位
59/F RESIDENTIAL UNITS	59樓 住宅單位
58/F RESIDENTIAL UNITS	58樓 住宅單位
57/F RESIDENTIAL UNITS	57樓 住宅單位
56/F RESIDENTIAL UNITS	56樓 住宅單位
55/F RESIDENTIAL UNITS	55樓 住宅單位
53/F RESIDENTIAL UNITS	53樓 住宅單位
52/F RESIDENTIAL UNITS	52樓 住宅單位
51/F RESIDENTIAL UNITS	51樓 住宅單位
50/F RESIDENTIAL UNITS	50樓 住宅單位
49/F RESIDENTIAL UNITS	49樓 住宅單位
48/F RESIDENTIAL UNITS	48樓 住宅單位
47/F REFUGE FLOOR	47樓 庇護層
46/F RESIDENTIAL UNITS	46樓 住宅單位
45/F RESIDENTIAL UNITS	45樓 住宅單位
43/F RESIDENTIAL UNITS	43樓 住宅單位
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40/F RESIDENTIAL UNITS	40樓 住宅單位
39/F RESIDENTIAL UNITS	39樓 住宅單位
38/F RESIDENTIAL UNITS	38樓 住宅單位
37/F RESIDENTIAL UNITS	37樓 住宅單位
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32/F RESIDENTIAL UNITS	32樓 住宅單位
31/F RESIDENTIAL UNITS	31樓 住宅單位
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29/F RESIDENTIAL UNITS	29樓 住宅單位
28/F RESIDENTIAL UNITS	28樓 住宅單位
27/F REFUGE FLOOR	27樓 庇護層
26/F RESIDENTIAL UNITS	26樓 住宅單位
25/F RESIDENTIAL UNITS	25樓 住宅單位
23/F RESIDENTIAL UNITS	23樓 住宅單位
22/F RESIDENTIAL UNITS	22樓 住宅單位
21/F RESIDENTIAL UNITS	21樓 住宅單位
20/F RESIDENTIAL UNITS	20樓 住宅單位
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18/F RESIDENTIAL UNITS	18樓 住宅單位
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16/F RESIDENTIAL UNITS	16樓 住宅單位
15/F RESIDENTIAL UNITS	15樓 住宅單位
12/F RESIDENTIAL UNITS	12樓 住宅單位
11/F RESIDENTIAL UNITS	11樓 住宅單位
10/F RESIDENTIAL UNITS	10樓 住宅單位
9/F RESIDENTIAL UNITS	9樓 住宅單位
8/F RESIDENTIAL UNITS	8樓 住宅單位
TRANSFER PLATE	轉換層



Key Plan 索引圖



Notes:

1. ▽ Denotes height (in metres) above the Hong Kong Principal Datum.
2. --- Dotted line denotes the level of the lowest residential floor.

備註:

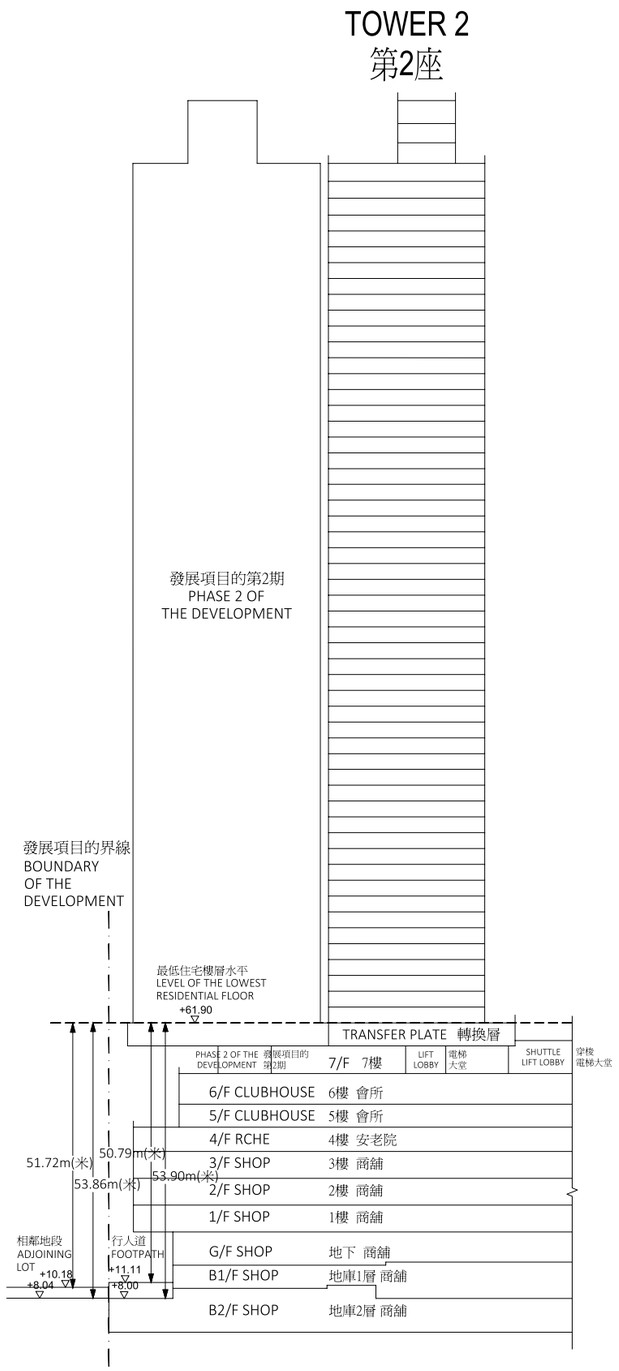
1. ▽ 代表香港主水平基準以上的高度(米)。
2. --- 虛線代表最低住宅樓層水平。

1. The part of Clear Water Bay Road adjacent to the building is 10.15 to 14.68 metres above the Hong Kong Principal Datum.
2. The part of Private Street/Emergency Vehicular Access/Passage Area adjacent to the building is 8.00 to 14.46 metres above the Hong Kong Principal Datum.
3. The part of Public Open Space adjacent to the building is 35.25 to 36.45 metres above the Hong Kong Principal Datum.

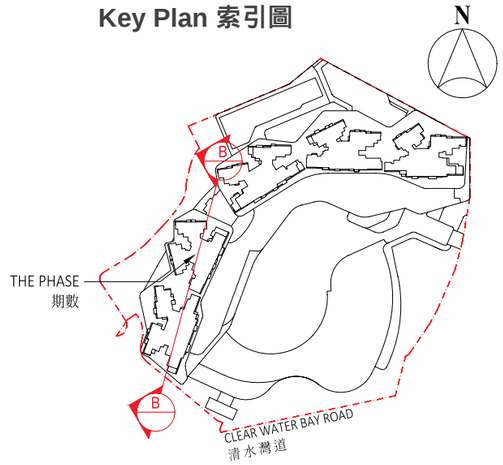
1. 毗連建築物的一段清水灣道為香港主水平基準以上 10.15 米至 14.68 米。
2. 毗連建築物的一段私家路 / 緊急車輛通道 / 通道區域為香港主水平基準以上 8.00 米至 14.46 米。
3. 毗連建築物的一段公眾休憩用地為香港主水平基準以上 35.25 米至 36.45 米。

Cross-Section B-B
橫截面圖 B-B

TOP ROOF	頂層天台
UPPER ROOF 2 PLANT ROOM	上層天台2 機房
UPPER ROOF 1 PLANT ROOM	上層天台1 機房
ROOF	天台
68/F RESIDENTIAL UNITS	68樓 住宅單位
67/F RESIDENTIAL UNITS	67樓 住宅單位
66/F RESIDENTIAL UNITS	66樓 住宅單位
65/F RESIDENTIAL UNITS	65樓 住宅單位
63/F RESIDENTIAL UNITS	63樓 住宅單位
62/F RESIDENTIAL UNITS	62樓 住宅單位
61/F RESIDENTIAL UNITS	61樓 住宅單位
60/F RESIDENTIAL UNITS	60樓 住宅單位
59/F RESIDENTIAL UNITS	59樓 住宅單位
58/F RESIDENTIAL UNITS	58樓 住宅單位
57/F RESIDENTIAL UNITS	57樓 住宅單位
56/F RESIDENTIAL UNITS	56樓 住宅單位
55/F RESIDENTIAL UNITS	55樓 住宅單位
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37/F RESIDENTIAL UNITS	37樓 住宅單位
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27/F REFUGE FLOOR	27樓 庇護層
26/F RESIDENTIAL UNITS	26樓 住宅單位
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21/F RESIDENTIAL UNITS	21樓 住宅單位
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10/F RESIDENTIAL UNITS	10樓 住宅單位
9/F RESIDENTIAL UNITS	9樓 住宅單位
8/F RESIDENTIAL UNITS	8樓 住宅單位
TRANSFER PLATE	轉換層



Key Plan 索引圖



Notes:

1. ▽ Denotes height (in metres) above the Hong Kong Principal Datum.
2. --- Dotted line denotes the level of the lowest residential floor.

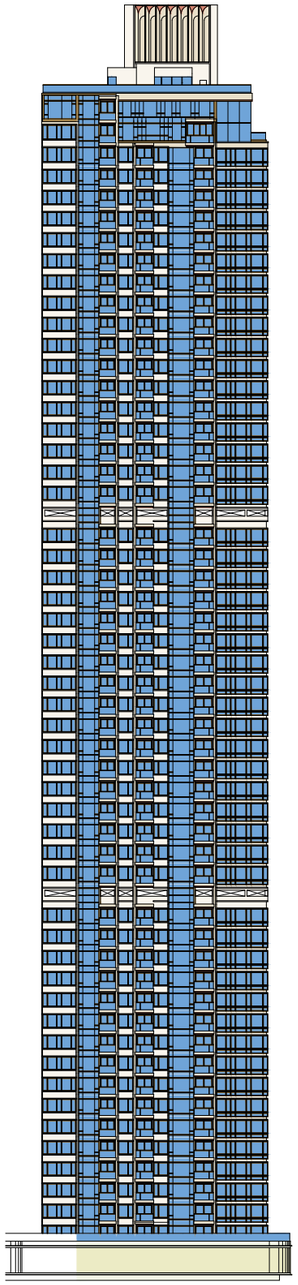
備註:

1. ▽ 代表香港主水平基準以上的高度(米)。
2. --- 虛線代表最低住宅樓層水平。

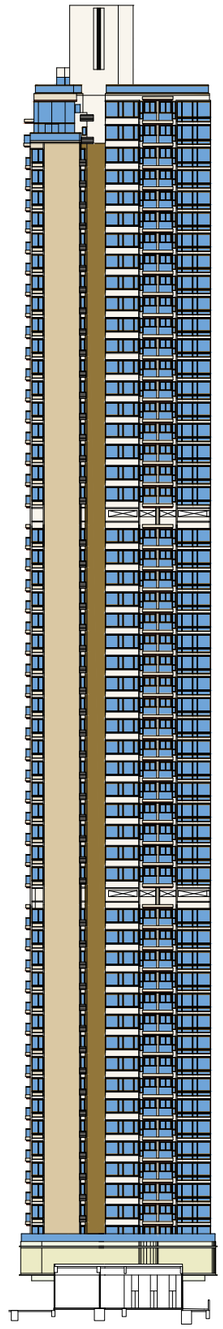
1. The part of Footpath adjacent to the building is 8.00 to 11.11 metres above the Hong Kong Principal Datum.
2. The part of Adjoining Lot adjacent to the building is 8.04 to 10.18 metres above the Hong Kong Principal Datum.

1. 毗連建築物的一段行人道為香港主水平基準以上 8.00 米至 11.11 米。
2. 毗連建築物的一段相鄰地段為香港主水平基準以上 8.04 米至 10.18 米。

ELEVATION PLAN
立面圖

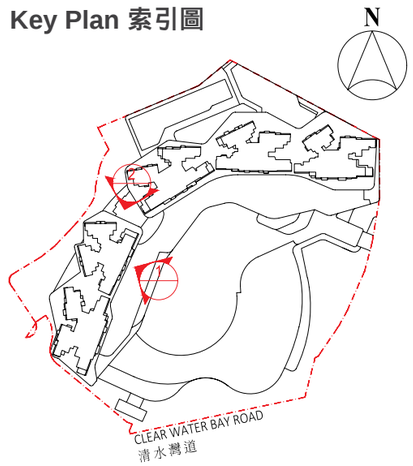


Elevation Plan 1
立面圖 1



Elevation Plan 2
立面圖 2

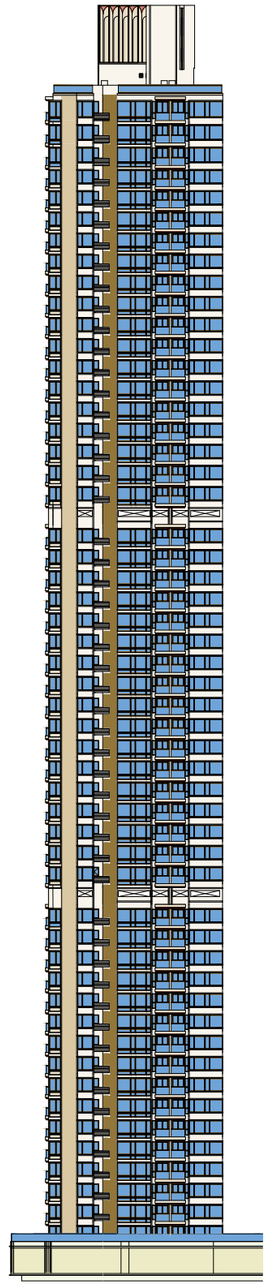
Key Plan 索引圖



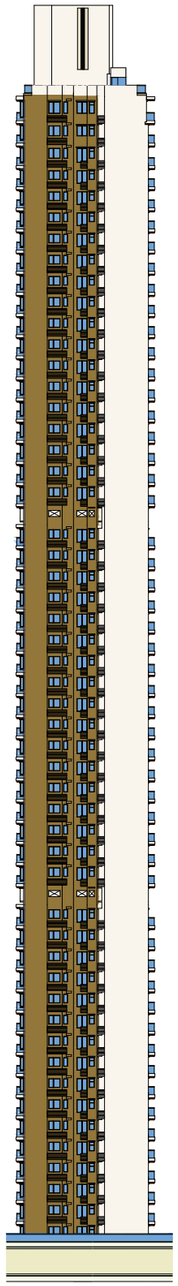
The Authorized Person for the Phase has certified that the elevations shown on these plans :
(1) are prepared on the basis of the approved building plans for the Phase as of 22 May 2026; and
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本立面圖所顯示的立面：
(1) 以2026年5月22日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(2) 大致上與期數的外觀一致。

ELEVATION PLAN
立面圖

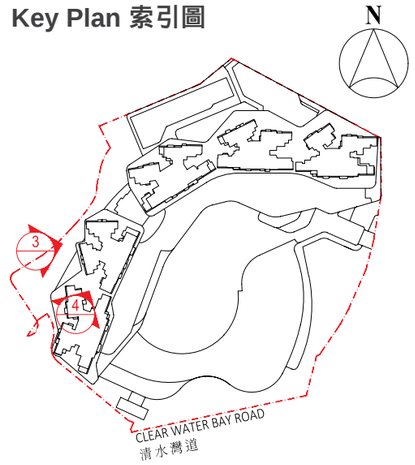


Elevation Plan 3
立面圖 3



Elevation Plan 4
立面圖 4

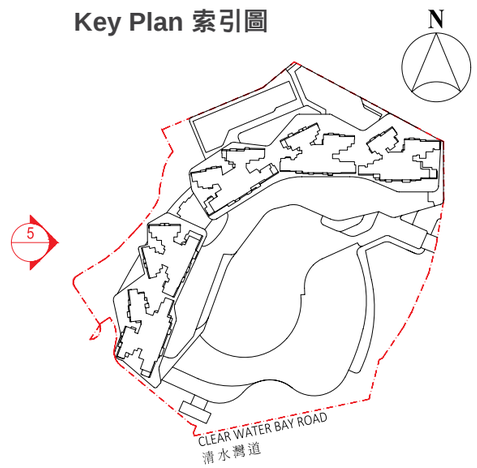
Key Plan 索引圖



The Authorized Person for the Phase has certified that the elevations shown on these plans :
(1) are prepared on the basis of the approved building plans for the Phase as of 22 May 2026; and
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本立面圖所顯示的立面：
(1) 以2026年5月22日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(2) 大致上與期數的外觀一致。

ELEVATION PLAN
立面圖



SUBSEQUENT PHASES

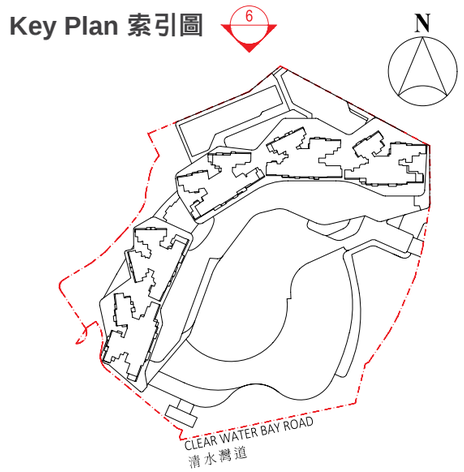


Podium Elevation Plan 5
平台立面圖5

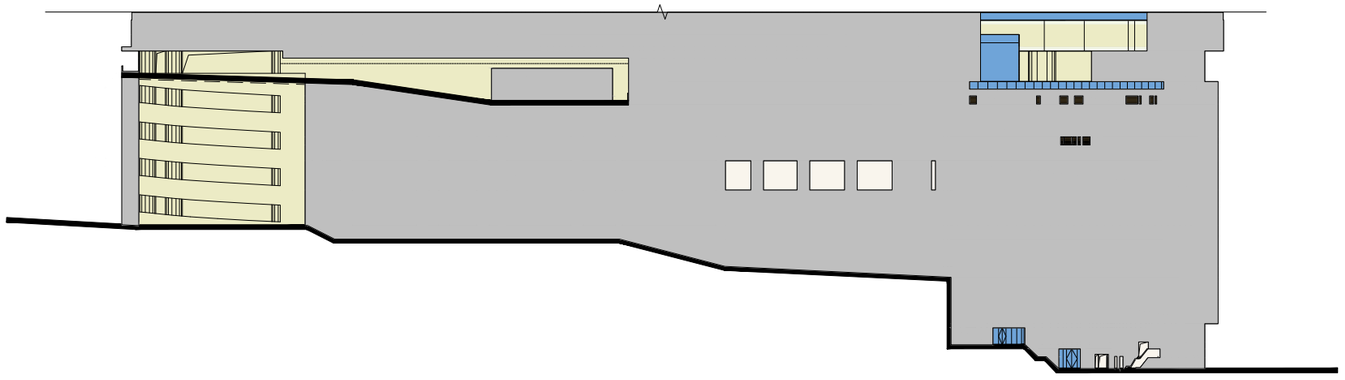
The Authorized Person for the Phase has certified that the elevations shown on these plans :
(1) are prepared on the basis of the approved building plans for the Phase as 18 December 2025; and
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本立面圖所顯示的立面：
(1) 以2025年12月18日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(2) 大致上與期數的外觀一致。

Key Plan 索引圖



SUBSEQUENT PHASES

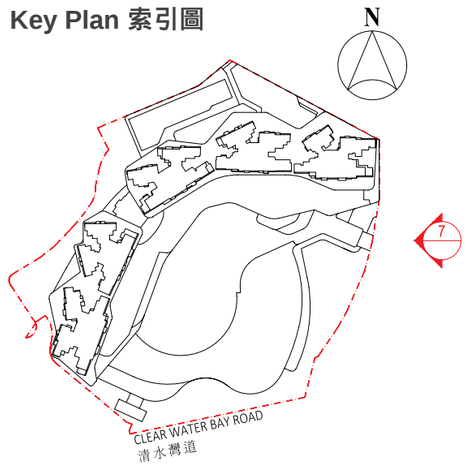


Podium Elevation Plan 6
平台立面圖6

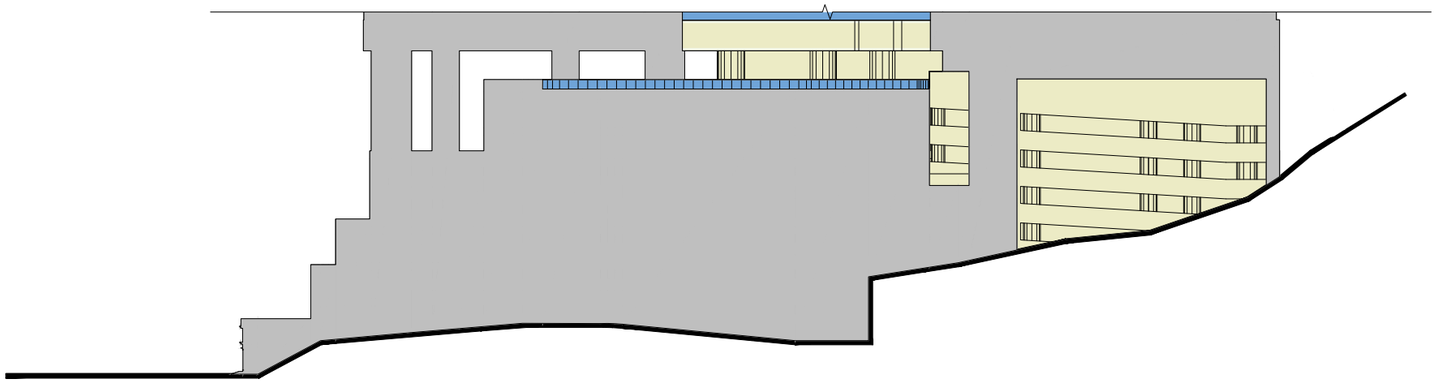
The Authorized Person for the Phase has certified that the elevations shown on these plans :
(1) are prepared on the basis of the approved building plans for the Phase as 18 December 2025; and
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本立面圖所顯示的立面：
(1) 以2025年12月18日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(2) 大致上與期數的外觀一致。

ELEVATION PLAN
立面圖



SUBSEQUENT PHASES



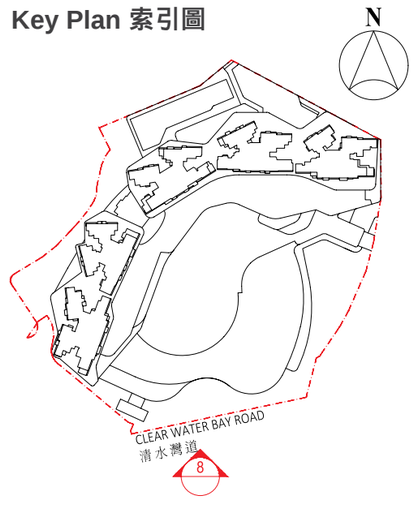
Podium Elevation Plan 7
平台立面圖7

The Authorized Person for the Phase has certified that the elevations shown on these plans :
(1) are prepared on the basis of the approved building plans for the Phase as 18 December 2025; and
(2) are in general accordance with the outward appearance of the Phase.

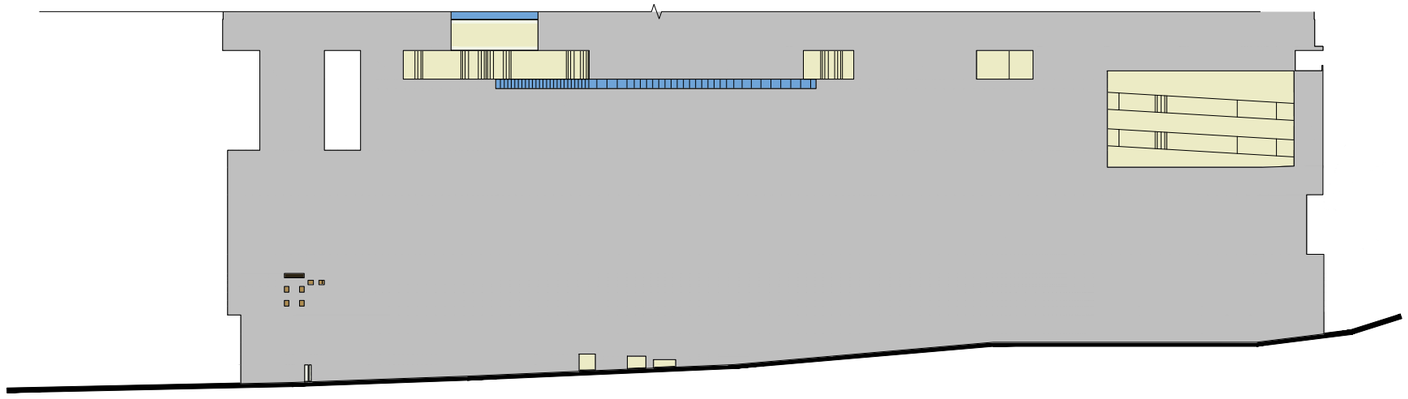
期數的認可人士證明本立面圖所顯示的立面：
(1) 以2025年12月18日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(2) 大致上與期數的外觀一致。

ELEVATION PLAN
立面圖

Key Plan 索引圖



SUBSEQUENT PHASES



Podium Elevation Plan 8
平台立面圖8

The Authorized Person for the Phase has certified that the elevations shown on these plans :
(1) are prepared on the basis of the approved building plans for the Phase as 18 December 2025; and
(2) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本立面圖所顯示的立面：
(1) 以2025年12月18日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(2) 大致上與期數的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE PHASE
期數中的公用設施的資料

Category of Common Facilities 公用設施的類別		Covered Area 有上蓋遮蓋面積	Uncovered Area 沒有上蓋遮蓋面積	Total Area 總面積
Residents' Clubhouse (including any recreational facilities for residents' use) 住戶會所（包括供住客使用的任何康樂設施）	sq.ft. 平方呎	36,951	Not Applicable 不適用	36,951
	sq.m. 平方米	3,432.795	Not Applicable 不適用	3,432.795
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方（不論是稱為公用空中花園或有其他名稱）	sq.ft. 平方呎	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
	sq.m. 平方米	Not Applicable 不適用	Not Applicable 不適用	Not Applicable 不適用
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方（不論是稱為有蓋及園景的遊樂場或有其他名稱）	sq.ft. 平方呎	13,565	2,023	15,588
	sq.m. 平方米	1,260.208	187.910	1,448.118

Remark:
Areas in square feet are converted at a rate of 1 square metre to 10.764 square feet and rounded off to the nearest square foot, which may be slightly different from that shown in square metre.

備註：
以平方呎顯示之面積均依據 1 平方米 =10.764 平方呎換算，並以四捨五入至整數。平方呎與平方米之數字可能有些微差異。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱覽圖則及公契

1. Copies of the Outline Zoning Plans relating to the Development is available for inspection at www.ozp.tpb.gov.hk

2. (a) A copy of the latest draft of deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.

   (b) The inspection is free of charge.

1 有關於發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。

2. (a) 指明住宅物業的公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。

   (b) 無須為閱覽付費。

1. Exterior finishes			
Item	**Description**		
(a) External wall	Types of finishes	**Podium:** Ceramic tiles, porcelain tiles, paint, curtain wall, glass cladding, glass wall, natural stone cladding, metal cladding and metal louvre. **Residential Tower:** Curtain wall, metal cladding, metal louvre, glass cladding, stone cladding, metal grille, paint, ceramic tiles and porcelain tiles.	
(b) Window	Material of frame	Aluminium window frames with fluorocarbon coating.	
	Material of glass	Living room/ Dining room	Insulated glass unit (clear tempered glass and clear heat strengthened glass with low-emissivity coating).
		Master bedroom, bedroom 1, 2 & 3	
		Open kitchen, master bathroom, bathroom 2 and store room (applicable to Flat A on 67/F & 68/F only)	
		Utility room (except for Flat A on 67/F & 68/F and Flat B on 68/F)	
		Stairhood (applicable to roof for Flat A on 67/F and 68/F and Flat B on 68/F)	
		Lavatories, master bathroom and bathrooms (except for Flat A on 67/F & 68/F)	Acid etched tempered glass.
		Kitchen and open kitchen (except for Flat A on 67/F & 68/F)	Clear tempered glass.
		Utility room 1 (applicable to Flat A on 67/F & 68/F only)	

1. 外部裝修物料			
細項	**描述**		
（a） 外牆	裝修物料的類型	**基座：** 瓷磚、高溫瓷磚、油漆、玻璃幕牆、玻璃飾面板、玻璃牆、天然石飾面板、金屬飾面板和金屬百葉。 **住宅大樓：** 玻璃幕牆、金屬飾面板、金屬百葉、玻璃飾面板、天然石飾面板、金屬格柵、油漆、瓷磚和高溫瓷磚。	
（b） 窗	框的用料	鋁質氟碳塗層窗框。	
	玻璃的用料	客廳/飯廳	雙層中空玻璃（強化清玻璃及半鋼化清玻璃加低輻射塗層）。
		主人睡房、睡房1, 2 & 3	
		開放式廚房、主人浴室，浴室2及儲物室（只適用於67樓及68樓之A單位）	
		工作間（67樓及68樓A單位及68樓B單位除外）	
		梯屋（只適用於67樓及68樓之A單位及68樓之B單位之天台）	
		洗手間、主人浴室及浴室（67樓及68樓之A單位除外）	酸蝕強化玻璃。
		廚房和開放式廚房（67樓及68樓之A單位除外）	強化清玻璃。
		工作間 1（只適用於67樓及68樓之A單位）	

1. Exterior finishes		
Item	**Description**	
(c) Bay window	Material of bay window	Reinforced concrete.
	Window sill finishes (except for Flat A on 18/F)	Reconstituted stone.
	Window sill finishes (applicable to Flat A on 18/F only)	Natural Stone.
(d) Planter	Type of finishes	Not applicable.
(e) Verandah or balcony	Type of finishes	Balcony : Clear laminated glass balustrade with aluminium post and top rail. Curb finished with aluminium cladding and porcelain tiles. Floor : Porcelain tiles. Wall : Porcelain tiles and metal trim (except the flats specified below). : Porcelain tiles and aluminium cladding (applicable to all Flat A only). : Porcelain tiles, aluminium cladding and metal trim (applicable to Flats B & C on 9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F & 66/F and Flat B on 67/F & 68/F only). Ceiling : Paint and aluminium ceiling panel. Verandah : No verandah.
	Whether it is covered	All balconies are covered.
(f) Drying facilities for clothing	Type and material	Not applicable.

1. 外部裝修物料		
細項	**描述**	
(c) 窗台	窗台的用料	鋼筋混凝土。
	窗台板的裝修物料（18樓A單位除外）	人造石。
	窗台板的裝修物料（只適用於18樓之單位A）	天然石。
(d) 花槽	裝修物料的類型	不適用。
(e) 陽台或露台	裝修物料的類型	露台 ： 裝有夾層清玻璃圍欄及鋁質企棟及頂冚。圍邊裝設鋁質飾面板和高溫瓷磚。 地板 ： 高溫瓷磚。 牆 ： 高溫瓷磚及金屬飾條（以下指明單位除外）。 ： 高溫瓷磚及鋁質飾面板（只適用於所有A單位）。 ： 高溫瓷磚、鋁質飾面板及金屬飾條（只適用於9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓及66樓之B及C單位及67樓至68樓之B單位）。 天花 ： 油漆及鋁質天花板。 陽台 ： 並無陽台。
	是否有蓋	所有露台均設有上蓋。
(f) 乾衣設施	類型及用料	不適用。

2. Interior finishes				
Item	**Description**			
(a) Lobby		Wall	Floor	Ceiling
	Residential typical lift lobby	Natural stone, tiles, timber, glass and metal for the exposed surface	Natural stone	Gypsum board false ceiling and glass reinforced gypsum ceiling finished with emulsion paint
	Residential Lift Lobby at 7/F	Natural stone, timber, glass and metal for the exposed surface	Natural stone	Gypsum board false ceiling finished with emulsion paint
	Residential main lobby at 7/F	Natural stone, timber, glass and metal for the exposed surface	Natural stone	Gypsum board false ceiling finished with emulsion paint
	Residential shuttle lift lobby at G/F	Natural stone, timber, glass and metal for the exposed surface	Natural stone	Gypsum board false ceiling finished with emulsion paint
	Carpark lift lobby	Natural stone, timber, glass and metal for the exposed surface	Natural stone	Gypsum board false ceiling finished with emulsion paint

2. 室內裝修物料				
細項	**描述**			
(a) 大堂		牆壁	地板	天花板
	住宅標準樓層電梯大堂	外露牆身鋪砌天然石、瓷磚、木、玻璃及金屬	天然石	石膏板假天花及玻璃纖維增強石膏假天花表面髹上乳膠漆
	住宅7樓電梯大堂	外露牆身鋪砌天然石、木、玻璃及金屬	天然石	石膏板假天花表面髹上乳膠漆
	住宅7樓主大堂	外露牆身鋪砌天然石、木、玻璃及金屬	天然石	石膏板假天花表面髹上乳膠漆
	住宅地下穿梭電梯大堂	外露牆身鋪砌天然石、木、玻璃及金屬	天然石	石膏板假天花表面髹上乳膠漆
	停車場電梯大堂	外露牆身鋪砌天然石、木、玻璃及金屬	天然石	石膏板假天花表面髹上乳膠漆

2. Interior finishes			
Item	**Description**		
(b) Internal wall and ceiling		Wall	Ceiling
	Living room/dining room finishes (except the flats specified below)	Emulsion paint	Exposed surface and gypsum board bulkhead finished with emulsion paint
	Living room/dining room finishes (applicable to flats B, D, E and G on 8/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F and flats C, D and F on 67/F-68/F only)	Emulsion paint and timber	Exposed surface finished with emulsion paint and gypsum board bulkhead finished with emulsion paint and timber
	Living room/dining room finishes (applicable to Flat A on 18/F only)	Fabric, metal, mirror, timber finish, special paint and wallpaper	Gypsum board false ceiling and bulkhead finished with emulsion paint and fabric
	Master Bedroom and bedrooms finishes (except for Flat A on 18/F)	Emulsion paint	Exposed surface and gypsum board bulkhead (if any) finished with emulsion paint
	Bedroom 1 finishes (applicable to Flat A on 18/F only)	Fabric, metal, mirror, special paint and timber finish	Exposed surface and gypsum board bulkhead (if any) finished with emulsion paint
	Bedroom 2 finishes (applicable to Flat A on 18/F only)	Fabric, metal, mirror, special paint and timber finish	Exposed surface and gypsum board bulkhead (if any) finished with emulsion paint
	Bedroom 3 finishes (applicable to Flat A on 18/F only)	Fabric, metal, wallpaper and timber finish	Exposed surface finished with emulsion paint and gypsum board bulkhead finished with emulsion paint and fabric
	Master Bedroom finishes (applicable to Flat A on 18/F only)	Fabric, metal, mirror, wallpaper and timber finish	Exposed surface finished with emulsion paint and gypsum board bulkhead finished with emulsion paint and fabric

2. 室內裝修物料			
細項	**描述**		
(b) 內牆及天花板		牆壁	天花板
	客廳/飯廳的裝修物料的類型（以下指明單位除外）	乳膠漆	外露位置表面及石膏板假陣表面髹上乳膠漆
	客廳/飯廳的裝修物料的類型（只適用於8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓之B、D、E及G單位及67樓至68樓之C、D及F單位）	乳膠漆及木	外露位置表面髹上乳膠漆及石膏板假陣髹上乳膠漆及木
	客廳/飯廳的裝修物料的類型（只適用於18樓之A單位）	布藝、金屬、鏡、木飾面、特色油漆及牆紙	石膏板假天花及假陣表面髹上乳膠漆及布藝
	主人睡房及睡房的裝修物料的類型（18樓A單位除外）	乳膠漆	外露位置及石膏板假陣（如有）表面髹上乳膠漆
	睡房1的裝修物料的類型（只適用於18樓之A單位）	布藝、金屬、鏡、特色油漆及木飾面	外露位置及石膏板假陣（如有）表面髹上乳膠漆
	睡房2的裝修物料的類型（只適用於18樓之A單位）	布藝、金屬、鏡、特色油漆及木飾面	外露位置及石膏板假陣（如有）表面髹上乳膠漆
	睡房3的裝修物料的類型（只適用於18樓之A單位）	布藝、金屬、牆紙及木飾面	外露位置表面髹上乳膠漆及石膏板假陣髹上乳膠漆及布藝
	主人睡房的裝修物料的類型（只適用於18樓之A單位）	布藝、金屬、鏡、牆紙及木飾面	外露位置表面髹上乳膠漆及石膏板假陣髹上乳膠漆及布藝

2. Interior finishes			
Item	**Description**		
(c) Internal floor		Floor	Skirting
	Material for living room/dining room (except the flats specified below)	Porcelain tiles and reconstituted stone along edge of floor adjoining door to balcony and private flat roof (if any)	Timber skirting
	Material for living room/dining room of Flat A on 18/F	Natural stone	Metal Skirting
	Material for living room/dining room of Flat A on 67/F & 68/F & Flat B on 68/F	Natural stone	Timber skirting
	Material for master bedroom and bedrooms (except the flats specified below)	Porcelain tiles and stainless steel strip	Timber skirting
	Material for master bedrooms and bedroom of Flat A on 18/F	Carpet, stainless steel strip and natural stone	Metal Skirting
	Material for bedrooms of Flat A on 67/F & 68/F & Flat B on 68/F	Engineered timber flooring and stainless steel strip	Timber skirting

2. 室內裝修物料			
細項	**描述**		
(c) 內部地板		地板	牆腳線
	客廳/飯廳的用料（以下指明單位除外）	高溫瓷磚及沿通往露台及私人平台（如有）門戶之內部地台邊緣鋪砌人造石	木腳線
	18樓A單位的客廳/飯廳的用料	天然石	金屬腳線
	67及68樓A及68樓B單位的客廳/飯廳的用料	天然石	木腳線
	主人睡房及睡房的用料（以下指明單位除外）	高溫瓷磚及不鏽鋼條	木腳線
	18樓A單位的主人睡房及睡房的用料	地氈、不鏽鋼條及天然石	金屬腳線
	67及68樓A及68樓B單位的睡房的用料	複合木地板及不鏽鋼條	木腳線

2. Interior finishes				
Item	**Description**			
(d) Bathroom		Wall	Floor	Ceiling
	(i) Type of finishes (except the flats specified below)	Porcelain tiles, glass and metal	Porcelain tiles	Gypsum board false ceiling with emulsion paint
	Type of finishes (applicable to Flat A on 18/F only)	Natural stone, Porcelain tiles, glass, metal and mirror	Porcelain tiles	Gypsum board false ceiling with emulsion paint
	Type of finishes (applicable to Flat A on 67/F & 68/F and Flat B on 68/F only)	Natural stone, metal and mirror	Natural stone	Gypsum board false ceiling with emulsion paint and metal
	(ii) Whether the wall finishes run up to the ceiling	Up to the bottom level of false ceiling		

2. 室內裝修物料				
細項	**描述**			
(d) 浴室		牆壁	地板	天花板
	(i) 裝修物料的類型（以下指明單位除外）	高溫瓷磚、玻璃及金屬	高溫瓷磚	石膏板假天花表面髹上乳膠漆
	裝修物料的類型（只適用於18樓之A單位）	天然石、高溫瓷磚、玻璃、金屬及鏡	高溫瓷磚	石膏板假天花表面髹上乳膠漆
	裝修物料的類型（只適用於67樓及68樓之A單位及68樓之B單位）	天然石、金屬及鏡	天然石	石膏板假天花表面髹上乳膠漆及金屬
	(ii) 牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底		

2. Interior finishes					
Item	**Description**				
(e) Kitchen		Wall	Floor	Ceiling	Cooking bench
	(i) Type of finishes (applicable to Flats A and F on 8/F-12/F, 15/F-17/F, 19/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F & 66/F and Flat E on 67/F-68/F only)	Porcelain tiles, sintered stone, reconstituted stone, metal and mirror for exposed surface	Porcelain tiles	Gypsum board false ceiling with emulsion paint and metal	Reconstituted stone
	Type of finishes (applicable to Flat B on 8/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F & 66/F only)	Porcelain tiles, sintered stone, timber, emulsion paint, metal and mirror for exposed surface	Porcelain tiles	Gypsum board false ceiling with emulsion paint and metal	Reconstituted stone
	Type of finishes (applicable to Flat C on 8/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F & 66/F and Flat B on 67/F & 68/F only)	Sintered stone, timber, reconstituted stone, metal and mirror for exposed surface	Porcelain tiles	Gypsum board false ceiling with emulsion paint and metal	Reconstituted stone
	Type of finishes (applicable to Flats D, E and G on 8/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F & 66/F and Flat C, D & F on 67/F-68/F only)	Porcelain tiles, sintered stone, timber, reconstituted stone, metal and mirror for exposed surface	Porcelain tiles	Gypsum board false ceiling with emulsion paint and metal	Reconstituted stone

2. 室內裝修物料					
細項	**描述**				
(e) 廚房		牆壁	地板	天花板	灶台
	(i) 裝修物料的類型（只適用於8樓至12樓、15樓至17樓、19樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓及66樓的A及F單位及67樓至68樓之E單位）	外露之牆身 鋪砌高溫瓷磚、岩板、人造石、金屬及鏡	高溫瓷磚	石膏板假天花表面髹上乳膠漆及金屬	人造石
	裝修物料的類型（只適用於8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓及66樓的B單位）	外露之牆身 鋪砌高溫瓷磚、岩板、木、乳膠漆、金屬及鏡	高溫瓷磚	石膏板假天花表面髹上乳膠漆及金屬	人造石
	裝修物料的類型（只適用於8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓及66樓的C單位，以及67樓至68樓的B單位）	外露之牆身鋪岩板、木、人造石、金屬及鏡	高溫瓷磚	石膏板假天花表面髹上乳膠漆及金屬	人造石
	裝修物料的類型（只適用於8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓及66樓的D、E及G單位，以及67樓至68樓的C、D及F單位）	外露之牆身鋪砌高溫瓷磚、岩板、木、人造石、金屬及鏡	高溫瓷磚	石膏板假天花表面髹上乳膠漆及金屬	人造石

2. Interior finishes					
Item	**Description**				
(e) Kitchen		Wall	Floor	Ceiling	Cooking bench
	Type of finishes (applicable to Flat A on 18/F only)	Porcelain tiles, sintered stone, reconstituted stone, metal and mirror for exposed surface	Natural stone and stainless steel strip	Gypsum board false ceiling with emulsion paint	Reconstituted stone
	Type of finishes (applicable to Flat A on 67/F & 68/F and Flat B on 68/F only)	Sintered stone, reconstituted stone, metal and mirror for exposed surface	Natural stone and stainless steel strip	Gypsum board false ceiling with emulsion paint	Natural stone
	(ii) Whether the wall finishes run up to the ceiling	Up to the bottom level of false ceiling			

2. 室內裝修物料					
細項	**描述**				
(e) 廚房		牆壁	地板	天花板	灶台
	裝修物料的類型（只適用於18樓A單位）	外露之牆身鋪砌高溫瓷磚、岩板、人造石、金屬及鏡	天然石及不鏽鋼條	石膏板假天花表面髹上乳膠漆	人造石
	裝修物料的類型（只適用於67樓及68樓之A單位及68樓之B單位）	外露之牆身鋪砌岩板、人造石、金屬及鏡	天然石及不鏽鋼條	石膏板假天花表面髹上乳膠漆	天然石
	(ii) 牆壁的裝修物料是否鋪至天花板	裝修物料鋪至假天花底			

3. Interior Fittings				
Item	**Description**			
(a) Doors		Material	Finishes	Accessories
	Main entrance door	Fire-rated solid core timber door	Timber finish and metal	Digital lockset, concealed hinge, concealed door closer, eye viewer, security chain, door stopper and smoke seal
	Entrance door on 68/F (applicable to Flat A on 67/F & 68/F)			
	Bedroom 1/ Bedroom 2/ Bedroom 3/ Master Bedroom door (except for Flat A on 18/F)	Hollow core timber door	Timber finish and metal	Door lockset, door handle, door hinge and door stopper
	Bathroom door (except the flats specified below)	Hollow core timber door	Timber finish, timber louvre and metal	Door lockset, door handle, door hinge and door stopper
	Bathroom door (applicable to Flat C on 8/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F and Flat B on 67/F-68/F only)	Hollow core timber door	Timber finish and metal	Door lockset, door handle, door hinge and door stopper
	Bathroom 1 door (applicable to Flat A on 67/F & 68/F)	Hollow core timber door	Timber finish, timber louvre and metal	Door lockset, door handle, door hinge and door stopper
	Bathroom 2 door (applicable to Flat A on 67/F & 68/F	Hollow core timber door	Timber finish and metal	Door lockset, door handle, door hinge and door stopper
	Bathroom door (applicable to Flat A on 18/F only)	Hollow core timber door	Timber finish, metal, timber louvre and leather	Door lockset, door handle, door hinge and door stopper
	Master Bathroom door (except for Flat A on 18/F)	Hollow core timber door	Timber finish and metal	Door lockset, door handle, door hinge and door stopper

3. 室內裝置				
細項	**描述**			
(a) 門		用料	裝修物料	配件
	單位大門	防火實心木門	木飾面及金屬	電子鎖、隱蔽式鉸、隱蔽式氣鼓、防盜眼、防盜鏈、門擋及防煙條
	68樓入口門（只適用於67樓及68樓之A單位）			
	睡房1/睡房2/睡房3/主人睡房門（18樓A單位除外）	空心木門	木飾面及金屬	門鎖、門抽、門鉸及門擋
	浴室門（以下指明單位除外）	空心木門	木飾面、木百葉及金屬	門鎖、門抽、門鉸及門擋
	浴室門（只適用於8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓之C單位及67樓至68樓之B單位）	空心木門	木飾面及金屬	門鎖、門抽、門鉸及門擋
	浴室1門（只適用於67樓及68樓之A單位）	空心木門	木飾面、木百葉及金屬	門鎖、門抽、門鉸及門擋
	浴室2門（只適用於67樓及68樓之A單位）	空心木門	木飾面及金屬	門鎖、門抽、門鉸及門擋
	浴室門（只適用於18樓之A單位）	空心木門	木飾面、金屬、木百葉及皮革	門鎖、門抽、門鉸及門擋
	主人浴室門（18樓A單位除外）	空心木門	木飾面及金屬	門鎖、門抽、門鉸及門擋

3. Interior Fittings				
Item	**Description**			
(a) Doors		Material	Finishes	Accessories
	Master Bathroom door (applicable to Flat A on 18/F only)	Hollow core timber door	Timber finish, metal, timber louvre and leather	Door lockset, door handle, door hinge and door stopper
	Kitchen door	Fire-rated solid core timber door for the following flats: Flats A and F on 8/F - 12/F, 15/F -17/F, 19/F-23/F, 25/F -26/F, 28/F -33/F, 35/F - 43/F, 45/F - 46/F, 48/F - 53/F, 55/F - 63/F, 65/F & 66/F, Flat F on 18/F and Flat E on 67/F - 68/F	Timber finish, metal and fire-rated glass vision panel	Door lockset, door handle, door hinge, concealed door closer and door stopper
	Open kitchen door	Glass sliding door for the following flats: Flat C on 8/F - 12/F, 15/F - 23/F, 25/F - 26/F, 28/F - 33/F, 35/F - 43/F, 45/F - 46/F, 48/F - 53/F, 55/F - 63/F, 65/F & 66/F and Flats A and B on 67/F & 68/F	Metal and glass	Concealed roller hoisting track
	Kitchen door (applicable to Flat A on 18/F only)	Fire-rated solid core timber door	Timber finish, fire-rated glass vision panel, leather and metal	Door lockset, door handle, door hinge, concealed door closer and door stopper
	Utility room door (applicable to Flat A on 18/F only)	Hollow core timber door	Timber finish, metal, timber louvre and leather	Door lockset, door handle, door hinge and door stopper

3. 室內裝置				
細項	**描述**			
(a) 門		用料	裝修物料	配件
	主人浴室門（只適用於18樓之A單位）	空心木門	木飾面、金屬、木百葉及皮革	門鎖、門抽、門鉸及門擋
	廚房門	防火實心木門於以下單位： 8樓至12樓、15樓至17樓、19樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓及65樓及66樓之A及F單位、18樓之F單位及67樓及68樓之E單位	木飾面、金屬及防火玻璃小窗	門鎖、門抽、門鉸、隱蔽式氣鼓及門擋
	開放式廚房門	玻璃趟門於以下單位： 8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓及65樓及66樓之C單位及67樓及68樓之A及B單位	金屬及玻璃	隱藏式滾輪吊趟路軌
	廚房門（只適用於18樓之A單位）	防火實心木門	木飾面、防火玻璃小窗、皮革及金屬	門鎖、門抽、門鉸、隱蔽式氣鼓及門擋
	工作間門（只適用於18樓之A單位）	空心木門	木飾面、金屬、木百葉及皮革	門鎖、門抽、門鉸及門擋

3. Interior Fittings				
Item	**Description**			
(a) Doors		Material	Finishes	Accessories
	Utility room door (applicable to Flats A, D and G on 8/F-12/F, 15/F -17/F, 19/F-23/F, 25/F-26/F, 28/F- 33/F, 35/F-43/F, 45/F-46/F, 48/F- 53/F, 55/F-63/F, 65/F-66/F, Flat D and G on 18/F and Flats C and F on 67/F and 68/F only)	Hollow core timber door	Timber finish and metal	Door lockset, door handle, door hinge and door stopper
	Utility room door (applicable to Flats B and C on 8/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F and Flat B on 67/F only)	Hollow core timber sliding door	Timber finish and metal	Door lockset and concealed roller hoisting track
	Utility room 1 & Utility room 2 door (applicable to Flat A on 67/F & 68/F only)	Hollow core timber door	Timber finish and metal	Door lockset, door handle, door hinge and door stopper
	Utility room 1 door (applicable to Flat B on 68/F only)	Hollow core timber sliding door	Timber finish and metal	Door lockset and concealed roller hoisting track
	Utility room 2 door (applicable to Flat B on 68/F only)	Hollow core timber door	Timber finish	Door lockset, door handle and door hinge
	Lavatory door	Aluminium framed glass folding door	Frosted glass, aluminium and aluminium louvre	Lockset
	Powder room door	Hollow core timber door	Timber finish, metal and timber louvre	Door lockset, door handle, door hinge and door stopper

3. 室內裝置				
細項	**描述**			
(a) 門		用料	裝修物料	配件
	工作間門 （只適用於8樓至12樓、15樓至17樓、19樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓之A,D及G單位、18樓之D及G單位及67樓-68樓之C及F單位）	空心木門	木飾面及金屬	門鎖、門抽、門鉸及門擋
	工作間門 （只適用於8樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓B及C單位及67樓之B單位）	空心木趟門	木飾面及金屬	門鎖及隱藏式滾輪吊趟路軌
	工作間1及工作間2門 （只適用於67樓及68樓之A單位）	空心木門	木飾面及金屬	門鎖、門抽、門鉸及門擋
	工作間1門 （只適用於68樓之B單位）	空心木趟門	木飾面及金屬	門鎖及隱藏式滾輪吊趟路軌
	工作間2門 （只適用於68樓之B單位）	空心木門	木飾面	門鎖、門抽及門鉸
	洗手間門	鋁框玻璃摺門	半透明玻璃、鋁及鋁百葉	門鎖
	化妝間門	空心木門	木飾面、金屬及木百葉	門鎖、門抽、門鉸及門擋

3. Interior Fittings				
Item	**Description**			
(a) Doors		Material	Finishes	Accessories
	Balcony door	Aluminium framed sliding door with Insulated glass unit	Glass and fluorocarbon coated aluminium frame	Sliding door track set and lockset with handle
	Private flat roof door (connected to living room/dining room)			
	Flat roof door on Flat A at 67/F (applicable to Flat A on 67/F & 68/F only)			
	Private flat roof doors (connected to master bedroom)	Aluminium framed door with Insulated glass unit	Glass and fluorocarbon coated aluminium frame	Door lockset, door handle and door hinge
	Roof door (connected to stairhood)	Aluminium framed door with Insulated glass unit	Glass and fluorocarbon coated aluminium frame	Door lockset, door handle, and door hinge
	Flat roof door on Flat A at 68/F (applicable to Flat A on 67/F & 68/F only)	Metal door	Metal	Door lockset, door handle and door hinge
	Roof door (applicable to roof for Flats C and D on 68/F and Flat A on 67/F & 68/F)	Fire rated metal door	Metal	Door lockset, door handle and door hinge
	Roof gate (applicable to roof for Flats B, E and F on 68/F)	Metal gate	Metal	Door hinge

3. 室內裝置				
細項	**描述**			
(a) 門		用料	裝修物料	配件
	露台門	鋁質門框趟門裝上雙層中空玻璃	玻璃及鋁質門框氟碳塗層	趟門軌道及門鎖連把手
	私人平台門（連接客廳/飯廳）			
	平台門於67樓之A單位（只適用於67樓及68樓之A單位）			
	私人平台門（連接主人睡房）	鋁質門框門及裝上雙層中空玻璃	玻璃及鋁質門框氟碳塗層	門鎖、門抽及門鉸
	天台門（連接梯屋）	鋁質門框門及裝上雙層中空玻璃	玻璃及鋁質門框氟碳塗層	門鎖、門抽及門鉸
	平台門於68樓之A單位（只適用於67樓及68樓之A單位）	金屬門	金屬	門鎖、門抽及門鉸
	天台門（只適用於68樓之C及D單位及67樓及68樓之A單位之天台）	防火金屬門	金屬	門鎖、門抽及門鉸
	天台閘門（只適用於68樓之B、E及F單位之天台）	金屬閘	金屬	門鉸

3. Interior Fittings			
Item	**Description**		
(b) Bathroom	Fittings & Equipment	Type	Material
	(i) Type and material of fittings and equipment	Countertop	Reconstituted Stone
		Basin cabinet	Timber cabinet with vinyl finish, patterned glass, plastic laminate and metal (except for Flat A on 18/F)
			Timber cabinet with vinyl finish, plastic laminate and metal (applicable to Flat A on 18/F only)
		Mirror cabinet	Glass, mirror and metal
		Paper holder and hook (except for Flat A on 18/F)	Metal
		Paper holder (applicable to Flat A on 18/F only)	Metal
		Towel bar	Metal
		Wash basin mixer	Metal
		Wash basin	Vitreous china
		Water closet	Vitreous china
	(ii) Type and material of water supply system	Cold water supply	Copper water pipes with thermal insulation
		Hot water supply	Copper water pipes with thermal insulation
	(iii) Type and material of bathing facilites (including shower or bath tub, if applicable)	Shower mixer and shower set	Metal
		Shower compartment	Tempered glass and metal
		Bath tub mixer and shower set	Metal
		Bath tub	Enamel steel
	(iv) Size of bath tub, if applicable	L1500 x W700 x H410mm	

3. 室內裝置			
細項	**描述**		
(b) 浴室	裝置及設備	類型	用料
	(i) 裝置及設備用料及裝修物料	檯面	人造石
		洗手盆櫃	木製洗手盆櫃、人造皮飾面、花紋玻璃、膠板飾面及金屬 (18 樓A單位除外)
			木製洗手盆櫃、人造皮面、膠板飾面及金屬 (只適用於18 樓之A單位)
		鏡櫃	玻璃、鏡面及金屬
		廁紙架及掛衣鉤 (18 樓A單位除外)	金屬
		廁紙架 (只適用於18樓之A單位)	金屬
		毛巾架	金屬
		洗手盆水龍頭	金屬
		洗手盆	搪瓷
		坐廁	搪瓷
	(ii) 供水系統的類型及用料	冷水喉	隔熱絕緣保護之銅喉
		熱水喉	隔熱絕緣保護之銅喉
	(iii) 淋浴設施的類型及用料(包括花灑及浴缸,(如適用))	花灑水龍頭及花灑套裝	金屬
		淋浴間	強化玻璃及金屬
		浴缸龍頭及花灑套裝	金屬
		浴缸	搪瓷鋼板
	(iv) 浴缸大小(如適用的話)	長1500 x 闊700 x 高410毫米	

3. Interior Fittings			
Item	**Description**		
(c) Kitchen	Fittings & Equipment	Material	
	(i) Material of sink unit	Stainless steel	
	(ii) Material of water supply system	Copper water pipes with thermal insulation for both cold and hot water supply	
	(iii) Material and finishes of kitchen cabinet	Wooden kitchen cabinet finished with high gloss lacquer door panel, PET door panel, plastic laminate interior finish and metal (except for Flat A on 18/F)	
		Wooden kitchen cabinet finished with high gloss lacquer door panel, plastic laminate interior finish and metal (applicable to Flat A on 18/F only)	
		Material	Finishes
	(iv) Type of all other fittings and equipment	Fire service installation and equipment	Ceiling-mounted smoke detector and sprinkler head are fitted in or near open kitchen
		Other fittings	Chrome plated sink mixer
		Other equipment	For the brand name and model number of appliances, please refer to the "Appliances Schedule"
(d) Bedroom	Type and material of fittings (including built-in wardrobe) (applicable to Flat A on 18/F only)	(1) Bedroom 1 fitted with timber open shelves wardrobe finished with timber finish, metal trim, metal rack and leather, timber desk finished with metal and leather, timber cabinet finished with metal and leather, timber wall shelves finished with metal and leather, timber bed frame with timber finish, metal, natural stone and mirror and fabric blinds and wooden pelmet (b) Bedroom 2 fitted with timber open shelves wardrobe finished with timber finish, metal trim, metal rack and leather, glass desk with metal, timber cabinet finished with metal and leather, timber wall shelves finished with metal and leather, timber bed frame with timber finish, metal, natural stone and mirror and fabric blinds and wooden pelmet (c) Bedroom 3 fitted with fabric blinds and wooden pelmet. (d) Master bedroom fitted with dressing table in metal, mirror and leather, glass and timber open shelves wardrobe finished with timber finishes, natural stone, metal, glass, metal rack and leather and fabric blinds and wooden pelmet	

3. 室內裝置			
細項	**描述**		
(c) 廚房	裝置及設備	用料	
	(i) 洗滌盤的用料	不銹鋼	
	(ii) 供水系統的用料	冷水及熱水喉採用隔熱絕緣保護之銅喉	
	(iii) 廚櫃的用料及裝修物料	木製廚櫃配以高亮光烤漆門板、仿金屬拉絲門板、內部膠板飾面及金屬（18樓A單位除外）	
		木製廚櫃配以高亮光烤漆門板、內部膠板飾面及金屬（只適用於18樓之單位A）	
		用料	裝修物料
	(iv) 所有其他裝置及設備的類型	消防裝置及設備	開放式廚房內或附近的天花裝置煙霧探測器及消防花灑頭
		其他裝置	鍍鉻洗滌盤水龍頭
		其他設備	設備之品牌及型號，請參閱「設備說明表」
(d) 睡房	裝置（包括嵌入式衣櫃）的類型及用料（只適用於18樓之單位A）	(a) 睡房1設木製開放式衣櫃配木飾面、金屬飾條、金屬架及皮革飾面、木製書檯配金屬及皮革、木製櫃配金屬及皮革、木製牆架配金屬及皮革、木製床架配木飾面、金屬、天然石及鏡及布窗簾及木制擋板。 (b) 睡房2設木製開放式衣櫃配木飾面、金屬飾條、金屬架及皮革飾面、玻璃書檯配金屬、木製櫃配金屬及皮革、木製牆架配金屬及皮革、木製床架配木飾面、金屬、天然石及鏡及布窗簾及木制擋板。 (c) 睡房3設布窗簾及木制擋板。 (d) 主人睡房設梳妝檯配金屬、鏡及皮革、玻璃及木製開放式衣櫃配木飾面、天然石、金屬、玻璃、金屬架及皮革飾面及布窗簾及木制擋板	

3. Interior Fittings		
Item	**Description**	
(e) Telephone	Location and number of connection points	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(f) Aerials	Location and number of connection points	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(g) Electrical installations	Electrical fittings (including safety devices)	Three-phase or single-phase electricity supply with miniature circuit breaker distribution board is provided for each flat.
	Whether conduits are concealed or exposed	Conduits are partly concealed and partly exposed. Exposed conduits are placed in false ceiling, cabinets and gypsum board bulkheads.
	Location and number of power points and air-conditioner points	Please refer to "Schedule of Mechanical & Electrical Provisions of Residential Properties".
(h) Gas supply	Type, System and Location	(8/F to 66/F) Flat A, C, D, E, F and G, (67/F to 68/F) Flat B, C, D, E and F : town gas with separate gas meter, gas supply pipes and gas connection point are provided in units and connected to gas hob and gas water heater. (67/F) Flat A: town gas with separate gas meter, gas supply pipes and gas connection point are provided in units and connected to gas hob. For Location of gas hob and gas water heater, please refer to the "Appliances Schedule"
(i) Washing machine connection point	Design	Water point of a design of 22mm in diameter and drain point of design of 40mm in diameter are provided for washing machine.
	Location	(8/F to 66/F) Flat B and F, (67/F and 68/F) Flat E : washing machine connection points are located at entrance (8/F to 66/F) Flat A, C, D, E and G, (67/F) Flat A, B, C, D and F: washing machine connection points are located inside kitchen or open kitchen (68/F) Flat B, C, D and F: washing machine connection points are located inside kitchen or open kitchen
(j) Water supply	Material of water pipes	Copper water pipes with thermal insulation for both hot and cold water supply system are provided.
	Whether water pipes are concealed or exposed	Water pipes are partly concealed in concrete and partly exposed and placed in false ceiling, cabinet and gypsum board bulkhead.
	Whether hot water is available	Hot water supply is available.

3. 室內裝置		
細項	**描述**	
(e) 電話	接駁點的位置和數目	請參閱「住宅物業機電裝置數量説明表」。
(f) 天線	接駁點的位置和數目	請參閱「住宅物業機電裝置數量説明表」。
(g) 電力裝置	供電附件（包括安全裝置）	每戶均提供三相電力或單相電力，並設有微型斷路器。
	導管是隱藏或外露	導管有部份隱藏及部份外露。外露導管設於假天花、櫃內及石膏板假陣內。
	電插座及空調機接駁點的位置及數目	請參閱「住宅物業機電裝置數量説明表」。
(h) 氣體供應	類型、系統及位置	（8樓至66樓）A、C、D、E、F及G單位，（67樓至68樓）B、C、D、E及F單位：單位內設煤氣供應配獨立煤氣錶，煤氣喉及煤氣接駁點及接駁至煤氣煮食爐及煤氣熱水爐。 （67樓）A單位： 單位內設煤氣供應配獨立煤氣錶，煤氣喉及煤氣接駁點及接駁至煤氣煮食爐。 煤氣煮食爐及煤氣熱水爐位置請參考“設備説明表”。
(i) 洗衣機接駁點	設計	設有洗衣機來水接駁位（其設計為直徑22毫米）及去水接駁喉位（其設計為直徑40毫米）
	位置	（8樓至66樓）B及F單位，（67樓及68樓）E單位：洗衣機接駁點位於門口 （8樓至66樓）A、C、D、E及G單位，（67樓）A、B、C、D及F單位：洗衣機接駁點位於廚房或開放式廚房 （68樓）B、C、D及F單位：洗衣機接駁點位於廚房或開放式廚房
(j) 供水	水管的用料	冷熱水供水系統採用隔熱絕緣保護之銅喉。
	水管是隱藏或外露	水管部分隱藏於混凝土及部分外露安裝於假天花，櫃及石膏板假陣內。
	有否熱水供應	設有熱水供應。

4. Miscellaneous					
Item	Description	Brand name	Model number	Number	Floors served
(a) Lifts	Tower 2 Passenger and Accessible lift (No. 5)	Hitachi	HCA-925-CO240	1	7/F, 8/F, 9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F, 67/F, 68/F
	Tower 2 Passenger lift (No. 6)			1	7/F, 8/F, 9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F, 67/F, 68/F
	Tower 2 Passenger and Fireman lift (No. 7)		HCA-950-CO240	1	6/F-7/F, 8/F, 9/F-12/F, 15/F-23/F, 25/F-26/F, 27/F*, 28/F-33/F, 35/F-43/F, 45/F-46/F, 47/F*, 48/F-53/F, 55/F-63/F, 65/F-66/F, 67/F, 68/F

Remark:
* - Fireman lift (No.7) serves 27/F and 47/F in Fireman's Operation Mode only.

4. 雜項					
細項	描述	品牌名稱	產品型號	數量	到達的樓層
(a) 升降機	第2座客用及無障礙升降機（5號）	日立	HCA-925-CO240	1	7樓、8樓、9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓、67樓、68樓
	第2座客用升降機（6號）			1	7樓、8樓、9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓、67樓、68樓
	第2座客用及消防升降機（7號）		HCA-950-CO240	1	6樓至7樓、8樓、9樓至12樓、15樓至23樓、25樓至26樓、27樓*、28樓至33樓、35樓至43樓、45樓至46樓、47樓*、48樓至53樓、55樓至63樓、65樓至66樓、67樓、68樓

備註：
* - 消防升降機（7號）僅在消防員操作模式下到達27樓和47樓。

The Vendor undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 above are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝於上述第4(a)及6項所指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

4. Miscellaneous					
Item	Description	Brand name	Model number	Number	Floors served
(a) Lifts	Shuttle Passenger lift (No. 21-22, 24-26)	Hitachi	LCA-1350-CO150	5	G/F, 2/F, 5/F-7/F
	Shuttle Passenger and Accessible lift (No. 23)			1	G/F, 2/F, 5/F-7/F
	Carpark Passenger lift (No. 27)		LCA-1000-CO150	1	B3/F, G/F, 1/F, 2/F, 4/F-7/F
	Carpark Passenger lift (No. 28)			1	B3/F, G/F, 1/F, 2/F, 4/F-7/F
	Carpark Passenger and Accessible lift (No. 29)			1	B3/F, G/F, 1/F, 2/F, 4/F-7/F
	Podium Passenger, Accessible and Fireman lift (No. 31)		LCA-900-CO120	1	Front: B1/F, G/F, 1/F, 4/F-6/F Rear: B2/F, 2/F-3/F
	Podium Passenger, Accessible and Fireman lift (No. 33)		LCA-900-CO120	1	B3/F, B2/F, B1/F, G/F, 1/F-6/F
	Podium Passenger lift (No. 34)		LCA-1600-4C120	1	B2/F, B1/F, G/F, 1/F-6/F
	Podium Passenger and Accessible lift (No. 53)		LCA-900-CO60	1	Front: B1/F Rear: G/F

4. 雜項					
細項	描述	品牌名稱	產品型號	數量	到達的樓層
(a) 升降機	穿梭客用升降機（21號至22號、24號至26號）	日立	LCA-1350-CO150	5	G樓、2樓、5樓至7樓
	穿梭客用及無障礙升降機（23號）			1	G樓、2樓、5樓至7樓
	車庫客用升降機（27號）		LCA-1000-CO150	1	B3樓、G樓、1樓、2樓、4樓至7樓
	車庫客用升降機（28號）			1	B3樓、G樓、1樓、2樓、4樓至7樓
	車庫客用及無障礙升降機（29號）			1	B3樓、G樓、1樓、2樓、4樓至7樓
	基座客用、無障礙及消防升降機（31號）		LCA-900-CO120	1	正門：B1樓、G樓、1樓、4樓至6樓 副門：B2樓、2樓至3樓
	基座客用、無障礙及消防升降機（33號）		LCA-900-CO120	1	B3樓、B2樓、B1樓、G樓、1樓至6樓
	基座客用升降機（34號）		LCA-1600-4C120	1	B2樓、B1樓、G樓、1樓至6樓
	基座客用及無障礙升降機（53號）		LCA-900-CO60	1	正門：B1樓 副門：G樓

The Vendor undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 above are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝於上述第4(a)及6項所指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

4. Miscellaneous	
Item	**Description**
(b) Letter box	Material: Colored stainless steel
(c) Refuse collection	Means of refuse collection : Refuse is collected by cleaners. Location of refuse room: Refuse storage and material recovery room is located at each residential floor.
(d) Water meter, electricity meter and gas meter	Separate water and electricity meters for each individual residential unit are provided in the common water meter cabinet and electrical meter room respectively on each residential floor. Separate gas meter is provided inside the kitchen or open kitchen of flats that provide with gas hob and gas water heater. (except for Flat 67A) Separate gas meter is provided inside the false ceiling of Utility room 1 of flat that provide with gas hob. (Flat 67A)

4. 雜項	
細項	**描述**
(b) 信箱	用料：鍍色不銹鋼
(c) 垃圾收集	垃圾收集的方法：由清潔工人收集垃圾。 垃圾房的位置：垃圾及物料回收室位於每層住宅樓層。
(d) 水錶、電錶及氣體錶	各住宅樓層的公用水錶櫃及電錶房均裝有每戶專用之獨立水錶及電錶。 獨立氣體錶設於提供煤氣爐和煤氣熱水爐的單位的廚房或開放式廚房內。(67樓單位A除外) 獨立氣體錶設於提供煤氣爐的單位的工作間1的假天花內。(67樓單位A)

5. Security Facilities	
Description	
Security system and equipment (including details of built-in provisions and their locations)	CCTV cameras are provided for carpark, residential entrance lobbies, clubhouse, landscape area, all lifts and all the temporary refuge spaces. Smart Card Access Control System is provided at residential entrance lobbies, outside of residential shuttle lift lobby at G/F, clubhouse and inside lifts. Vehicular control system is installed at the Development.

5. 保安設施	
描述	
保安系統及設備（包括嵌入式的裝備的細節及其位置）	停車場、住宅入口大堂、會所、園景區、所有升降機及臨時庇護處均裝有閉路電視。 智能讀卡系統設於住宅入口大堂、地下住宅穿梭升降機大堂外、會所及升降機內。 發展項目設有汽車控制系統。

6. Appliances
Description
For brand names and model numbers of appliances, please refer to “Appliances Schedule” below.

6. 設備
描述
設備的品牌名稱及產品型號，請參閱「設備説明表」。

The Vendor undertakes that if lifts or appliances of the specified brand name or model number as stated respectively in items 4(a) and 6 above are not installed in the Phase, lifts or appliances of comparable quality will be installed.
賣方承諾如期數中沒有安裝於上述第4(a)及6項所指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 產品型號	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓							67/F 67樓							68/F 68樓						
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Living Room & Dining Room 客廳及飯廳	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE50VA-E1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓
Master Bedroom 主人睡房	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE50VA-E1	✓	-	✓	-	-	-	-	✓	-	✓	-	-	-	-	-	✓	-	-	-	-	✓	✓	-	-	-	-
Bedroom 1 睡房 1	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bedroom 2 睡房 2	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	✓	✓	✓	-	-	-	-	✓	✓	✓	-	-	-	-	-	✓	-	-	-	-	✓	✓	-	-	-	-
	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE35VA-E1	-	-	-	✓	✓	✓	✓	-	-	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓
Bedroom 3 睡房 3	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	✓	-	-	-	✓	✓	-	✓	-	-	-	✓	✓	-	-	-	-	✓	✓	-	-	-	-	✓	✓	-

Notes:
1. The symbol " ✓ " as shown in the above table denotes such appliance(s) is / are provided and / or installed in the residential flat.
2. The symbol " - " as shown in the above table denotes “ Not Provided ” or “ Not Applicable ”.

備註：
1. 上述符號 " ✓ " 表示此設備於該住宅單位內提供及/或安裝。
2. 上述符號 " - " 表示不提供或不適用。

Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 產品型號	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓							67/F 67樓							68/F 68樓						
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Utility Room 工作間	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	✓	✓	✓	✓	-	-	✓	✓	✓	✓	✓	-	-	✓	-	✓	✓	-	-	✓	-	-	✓	-	-	✓
Utility Room 1 工作間 1	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	✓	-	-	-	-
Utility Room2 工作間 2	Multi Split Type Air-Conditioner Inverter Heat Pump - Indoor Unit 多聯分體式變頻冷暖空調 - 室內機	Mitsubishi Electric 三菱電機	MSZ-GE25VA-E1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-	-
Entrance 門口	Washer Dryer 洗衣乾衣機	Siemens 西門子	WK14S251HK	-	✓	-	-	-	✓	-	-	✓	-	-	-	✓	-	-	-	-	-	✓	-	-	-	-	-	✓	-

Notes:
1. The symbol " ✓ " as shown in the above table denotes such appliance(s) is / are provided and / or installed in the residential flat.
2. The symbol " - " as shown in the above table denotes “ Not Provided ” or “ Not Applicable ”.

備註：
1. 上述符號 " ✓ " 表示此設備於該住宅單位內提供及/或安裝。
2. 上述符號 " - " 表示不提供或不適用。

Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 產品型號	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓							67/F 67樓						68/F 68樓					
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Master Bathroom 主人浴室	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-30BG3H	✓	-	✓	-	-	-	-	✓	-	✓	-	-	-	-	-	✓	-	-	-	-	✓	✓	-	-	-	-
	Instantaneous Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 LCD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-
Bathroom 浴室	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-30BG3H	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓
	Ventilation Fan 抽氣扇	Ostberg 奧斯博格	LPFB 100 A1	-	✓	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Instantaneous Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 LCD	-	✓	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bathroom 1 浴室 1	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-30BG3H	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-
	Instantaneous Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 LCD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-
Bathroom 2 浴室 2	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-30BG3H	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-
	Instantaneous Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHB-E 18/21/24 LCD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-
Lavatory 廁所	Ventilation Fan 抽氣扇	Ostberg 奧斯博格	BPT 150A	✓	-	-	-	-	-	-	✓	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-	-
	Window Mounted Ventilation Fan 窗口式抽氣扇	Mitsubishi Electric 三菱電機	V-15EWG6T	-	-	✓	-	-	-	-	-	-	✓	-	-	-	-	-	✓	-	-	-	-	-	✓	-	-	-	-

Notes:
1. The symbol " ✓ " as shown in the above table denotes such appliance(s) is / are provided and / or installed in the residential flat.
2. The symbol " - " as shown in the above table denotes “ Not Provided ” or “ Not Applicable ”.

備註：
1. 上述符號 " ✓ " 表示此設備於該住宅單位內提供及/或安裝。
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Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 產品型號	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓							67/F 67樓							68/F 68樓						
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Air-Conditioner Platform 空調機平台	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-2D53VA2	-	-	-	-	-	-	-	-	✓	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓
	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-3E68VA	-	-	-	-	-	-	-	✓	-	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓
	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-4E72VA	-	-	-	-	-	-	-	✓	-	✓	-	-	-	-	-	✓	-	-	-	-	-	✓	-	-	-	-
	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-4E83VA	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	✓	✓	-	-	-	-	✓	✓	-	-	-	-
Powder Room 化妝室	Ventilation Fan 抽氣扇	Ostberg 奧斯博格	BPT 150A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-	-

Notes:
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備註：
1. 上述符號 " ✓ " 表示此設備於該住宅單位內提供及/或安裝。
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Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 產品型號	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓							67/F 67樓						68/F 68樓				
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	B	C	D	E	F
Open Kitchen / Kitchen 開放式廚房/廚房	Electric Induction Hob 電磁煮食爐	Miele	CS7612-1FL	✓	✓	✓	-	-	-	-	✓	✓	✓	-	-	-	-	-	✓	-	-	-	-	✓	-	-	-	-
	Gas Double Burner 煤氣煮食爐	Miele	CS7152FL	✓	-	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Electric Cooker Hood 電抽油煙機	Siemens 西門子	LI67SA531B	-	✓	-	✓	✓	✓	✓	-	✓	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓	-	✓	✓	✓	✓
	Electric Cooker Hood 電抽油煙機	Siemens 西門子	LI97SA531B	✓	-	✓	-	-	-	-	✓	-	✓	-	-	-	-	-	✓	-	-	-	-	✓	-	-	-	-
	Electric Microwave 電微波爐	Siemens 西門子	BE525LMS0H	-	✓	-	✓	✓	✓	✓	-	✓	-	✓	✓	✓	✓	-	-	✓	✓	✓	✓	-	✓	✓	✓	✓
	Electric Combination Steam Oven 電蒸焗爐	Siemens 西門子	CS589ABS0H	✓	-	✓	-	-	-	-	✓	-	✓	-	-	-	-	-	✓	-	-	-	-	✓	-	-	-	-
	Washer Dryer 洗衣乾衣機	Siemens 西門子	WK14S251HK	✓	-	✓	✓	✓	-	✓	✓	-	✓	✓	✓	-	✓	-	✓	✓	✓	-	✓	✓	✓	✓	-	✓
	Refrigerator 雪櫃	Siemens 西門子	KI86NHFD0K	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Instantaneous Electric Water Heater 即熱式電熱水爐	Stiebel Eltron 斯寶亞創	DHM6	-	✓	-	-	-	-	-	-	✓	-	-	-	-	-	✓	-	-	-	-	-	-	-	-	-	-
	Gas Water Heater 煤氣熱水爐	TGC	TRJW222TFL	✓	-	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Ventilation Fan 抽氣扇	Ostberg 奧斯博格	LPK-S 125 A1	✓	-	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Notes:
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Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand Name 品牌名稱	Model No. 產品型號	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓							67/F 67樓							68/F 68樓						
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Flat Roof 平台	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-2D53VA2	-	✓	-	✓	✓	✓	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-3E68VA	✓	-	-	✓	✓	✓	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-4E72VA	✓	-	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Multi Split Type Air-Conditioner Inverter Heat Pump - Outdoor Unit 多聯分體式變頻冷暖空調 - 室外機	Mitsubishi Electric 三菱電機	MXZ-4E83VA	-	-	✓	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Notes:
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備註：
1. 上述符號 " ✓ " 表示此設備於該住宅單位內提供及/或安裝。
2. 上述符號 " - " 表示不提供或不適用。

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓							68/F 68樓						
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Entrance 門口	3 Gang 2 Way Lighting Switch 3位雙控照明開關掣	1	1	1	-	1	1	-	1	1	1	-	1	1	-	1	1	1	-	1	1	-	-	1	-	1	1	-
	2 Gang 1 Way Lighting Switch 2位單控照明開關掣	1	-	1	-	-	1	-	1	-	1	-	-	1	-	1	1	1	-	-	1	-	-	1	-	-	1	-
	1 Gang 1 Way Switch for Exhaust Air Fan 1位單控抽氣扇開關制	1	-	1	-	-	1	-	1	-	1	-	-	1	-	1	1	1	-	-	1	-	-	1	-	-	1	-
	13A Single Socket Outlet 13安培單位電插座	-	1	-	-	-	1	-	-	1	-	-	-	1	-	1	-	-	-	-	1	-	-	-	-	-	1	-
	Door Bell 門鈴	1	1	1	-	1	1	-	1	1	1	-	1	1	-	1	1	1	-	1	1	-	-	1	-	1	1	-
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	1	1	1	-	1	1	-	1	1	1	-	1	1	-	-	1	1	-	1	1	-	-	1	-	1	1	-
	Lighting Point 燈位	1	1	2	-	1	1	-	1	1	2	-	1	1	-	2	1	2	-	1	1	-	-	2	-	1	1	-
	Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	1	1	1	-	1	1	-	1	1	1	-	1	1	-	-	1	1	-	1	1	-	-	1	-	1	1	-
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	1	1	1	-	1	1	-	1	1	1	-	1	1	-	1	1	1	-	1	1	-	-	1	-	1	1	-
Living Room & Dining Room 客廳及飯廳	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	1	-	1	1	1	1	1	2	1	2	2	2	2	2	2	1	2	2	2	2	2	-	2	2	2	2	2
	2 Gang 1 Way Lighting Switch 2位單控照明開關掣	1	3	1	2	2	1	2	-	2	-	1	1	-	1	-	1	-	1	1	-	1	-	-	1	1	-	1
	1 Gang 2 Way Lighting Switch 1位雙控照明開關掣	1	-	-	1	1	1	1	1	-	-	1	1	1	1	1	1	-	1	1	1	1	-	-	1	1	1	1
	2 Gang 2 Way Lighting Switch 2位雙控照明開關掣	-	1	-	1	-	-	1	-	1	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	-	-	1
	3 Gang 2 Way Lighting Switch 3位雙控照明開關掣	1	-	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1
	1 Gang 1 Way Switch for Exhaust Air Fan 1位單控抽氣扇開關制	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	1	1	-	1

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
2. 說明表所顯示的掣數量是表示掣面板的數量。
3. "*" 已用作連接燈具或設備。

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓							68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Living Room & Dining Room 客廳及飯廳	TV Outlet 電視天線插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	-	2	2	2	2	2
	Telephone Outlet 電話插座	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	-	2	2	2	2	2
	20A Double Pole Switch (*) 20安培雙極開關掣 (*)	1	-	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1
	2 Gang 20A Double Pole Switch (*) 2位20安培雙極開關掣 (*)	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	2	1	2	1	1	1	1	2	1	2	1	1	1	1	2	2	2	1	1	1	1	-	2	1	1	1	1
	13A Switched Fuse Spur Unit 13安培開關保險絲	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1
	13A Single Socket Outlet 13安培單位電插座	1	-	-	-	-	-	-	1	-	-	-	-	-	-	3	1	-	-	-	-	-	-	-	-	-	-	-
	13A Twin Socket Outlet 13安培雙位電插座	2	2	2	3	3	3	3	2	2	2	3	3	3	3	2	2	2	3	3	3	3	-	2	3	3	3	3
	Lighting Point 燈位	5	2	3	4	4	4	4	5	2	3	4	4	4	4	27	5	3	4	4	4	4	-	3	4	4	4	4
	Door Bell 門鈴	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	-	-	1
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	-	-	1
	Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	-	-	1
	Fire detector with sounder base 消防偵測器連發聲器底座	-	1	1	1	1	-	1	-	1	1	1	1	-	1	-	-	1	1	1	-	1	-	1	1	1	-	1
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	-	-	1

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
2. 說明表所顯示的掣數量是表示掣面板的數量。
3. "*" 已用作連接燈具或設備。

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓						68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Master Bedroom 主人睡房	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	2	-	2	-	-	-	-	2	-	2	-	-	-	-	2	-	2	-	-	-	-	2	2	-	-	-	-
	20A Double Pole Switch (*) 20安培雙極開關掣 (*)	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	TV Outlet 電視天線插座	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	Telephone Outlet 電話插座	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	13A Single Socket Outlet 13安培單位電插座	2	-	1	-	-	-	-	2	-	1	-	-	-	-	5	-	1	-	-	-	-	2	1	-	-	-	-
	13A Twin Socket Outlet 13安培雙位電插座	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	Lighting Point 燈位	1	-	1	-	-	-	-	1	-	1	-	-	-	-	14	-	1	-	-	-	-	1	1	-	-	-	-

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
2. 說明表所顯示的掣數量是表示掣面板的數量。
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Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓						68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Bedroom 1 睡房 1	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	TV Outlet 電視天線插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3	-	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	13	-	1	1	1	1	1	1	1	1	1	1	1

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
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Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓						68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Bedroom 2 睡房 2	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	TV Outlet 電視天線插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	13A Single Socket Outlet 13安培單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	3	-	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	15	-	1	1	1	1	1	1	1	1	1	1	1

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
2. 說明表所顯示的掣數量是表示掣面板的數量。
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Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓							68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Bedroom 3 睡房 3	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	1	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	-	1	1	-	-	-	-	1	1	-
	TV Outlet 電視天線插座	1	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	-	1	1	-	-	-	-	1	1	-
	Telephone Outlet 電話插座	1	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	-	1	1	-	-	-	-	1	1	-
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	1	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	-	1	1	-	-	-	-	1	1	-
	13A Single Socket Outlet 13安培單位電插座	1	-	-	-	1	1	-	1	-	-	-	1	1	-	2	-	-	-	1	1	-	-	-	-	1	1	-
	13A Twin Socket Outlet 13安培雙位電插座	1	-	-	-	1	1	-	1	-	-	-	1	1	-	1	-	-	-	1	1	-	-	-	-	1	1	-
	Lighting Point 燈位	1	-	-	-	1	1	-	1	-	-	-	1	1	-	8	-	-	-	1	1	-	-	-	-	1	1	-

Notes:
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備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
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Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

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		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Store Room 儲物室	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	TV Outlet 電視天線插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	Telephone Outlet 電話插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	13A Single Socket Outlet 13安培單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	13A Twin Socket Outlet 13安培雙位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-

Notes:
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備註：
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Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

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		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Utility Room 工作間	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	2	1	-	1	-	-	1	2	1	-	1	-	-	1	2	-	-	1	-	-	1	-	-	1	-	-	1
	1 Gang 1 Way Switch for Exhaust Air Fan 1位單控抽氣扇開關制	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	-	-	-	-	-	-
	2 Gang 1 Way Lighting Switch 2位單控照明開關掣	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-
	13A Twin Socket Outlet 13安培雙位電插座	1	1	1	1	-	-	1	1	1	1	1	-	-	1	1	-	1	1	-	-	1	-	-	1	-	-	1
	Lighting Point 燈位	1	1	1	1	-	-	1	1	1	1	1	-	-	1	1	-	1	1	-	-	1	-	-	1	-	-	1
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	1	1	1	1	-	-	1	1	1	1	1	-	-	1	1	-	1	1	-	-	1	-	-	1	-	-	1
	Miniature Circuit Breaker Distribution Board 微型斷路器配電箱	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-
Utility Room 1 工作間 1	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-
	1 Gang 1 Way Switch for Exhaust Air Fan 1位單控抽氣扇開關制	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	2 Gang 1 Way Lighting Switch 2位單控照明開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-
	13A Twin Socket Outlet 13安培雙位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
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備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
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		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Utility Room 2 工作間 2	1 Gang 1 Way Lighting Switch 1位單控照明開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	2 Gang 1 Way Lighting Switch 2位單控照明開關掣	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	13A Twin Socket Outlet 13安培雙位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-
	13A Switched Fuse Spur Unit (*) for A/C Indoor Unit 13安培開關保險絲 (*) 供室內冷氣機	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
Lavatory 廁所	Lighting Point 燈位	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	1	-	-	-	-	-	1	-	-	-	-
	13A Switched Fuse Spur Unit (*) 13安培開關保險絲 (*)	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	1	-	-	-	-	-	1	-	-	-	-
Master Bathroom 主人浴室	13A Fuse Spur Unit (*) 13安培保險絲 (*)	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	1	-	-	-	-
	Lighting Point 燈位	4	-	4	-	-	-	-	4	-	4	-	-	-	-	4	-	4	-	-	-	-	4	4	-	-	-	-

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
2. 説明表所顯示的掣數量是表示掣面板的數量。
3. "*" 已用作連接燈具或設備。

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓						68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Bathroom 浴室	13A Fuse Spur Unit (*) 13安培保險絲 (*)	1	2	1	1	1	1	1	1	2	1	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	Gas Heater Remote Controller 煤氣熱水爐遙控器	1	-	1	1	1	1	1	1	-	1	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
	Lighting Point 燈位	4	5	4	4	4	4	4	4	5	4	4	4	4	4	4	-	4	4	4	4	4	-	4	4	4	4	4
Bathroom 1 浴室 1	13A Fuse Spur Unit (*) 13安培保險絲 (*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-
Bathroom 2 浴室 2	13A Fuse Spur Unit (*) 13安培保險絲 (*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
2. 說明表所顯示的掣數量是表示掣面板的數量。
3. "*" 已用作連接燈具或設備。

Schedule of Mechanical & Electrical Provisions of Residential Properties 住宅物業機電裝置數量說明表

Location 位置	Item 項目	8/F 8樓							9/F-12/F, 15/F-23/F, 25/F-26/F, 28/F-33/F, 35/F-43/F, 45/F-46/F, 48/F-53/F, 55/F-63/F, 65/F-66/F (except for Flat A, 18/F) 9樓至12樓、15樓至23樓、25樓至26樓、28樓至33樓、35樓至43樓、45樓至46樓、48樓至53樓、55樓至63樓、65樓至66樓（18樓A單位除外）							18/F 18樓	67/F 67樓						68/F 68樓					
		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Powder Room 化妝室	13A Fuse Spur Unit (*) 13安培保險絲 (*)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	13A Single Socket Outlet with USB Charger 13安培單位電插座連USB插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-	-	-	-	-	-	-
Balcony 露台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1
	Lighting Point 燈位	-	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1
Flat Roof 平台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位	3	2	2	3	2	3	4	-	-	-	-	-	-	-	-	3	-	-	-	-	-	1	-	-	-	-	-
	Weatherproof Isolating Switch for A/C Outdoor Unit 防水開關掣供室外冷氣機	3	2	2	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Air-Conditioner Platform 空調機平台	Weatherproof Isolating Switch for A/C Outdoor Unit 防水開關掣供室外冷氣機	-	-	-	-	-	-	-	3	2	2	2	2	2	2	3	2	2	2	2	2	2	2	2	2	2	2	2
Roof 天台	13A Weatherproof Single Socket Outlet 13安培防水單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	2	2	2	2	2
	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6	8	6	5	5	4
	1 Gang 1 Way Weatherproof Lighting Switch 1 位單控防水照明開關制	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1

Notes:
1. "1, 2, ……" denotes the quantity of such provision(s) provided in the residential flat.
2. Quantity of the switch shown in the schedule denotes the quantity of switch faceplate.
3. "*" has been used for connection of lighting or appliance.

備註：
1. "1, 2, ……"表示提供於該住宅單位內的裝置數量。
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		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Cooridor 走廊	Lighting Point 燈位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5	-	-	-	-	-
	1 Gang 2 Way Lighting Switch 1 位雙控照明開關制	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-
Open Kitchen 開放式廚房	20A Double Pole Switch (*) 20安培雙極開關掣 (*)	-	2	2	-	-	-	-	-	2	2	-	-	-	-	-	2	2	-	-	-	-	-	2	-	-	-	-
	32A Double Pole Switch (*) 32安培雙極開關掣 (*)	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	13A Single Socket Outlet 13安培單位電插座	-	5	6	7	7	-	7	-	5	6	7	7	-	7	-	6	6	7	7	-	7	-	6	7	7	-	7
	13A Twin Socket Outlet 13安培雙位電插座	-	1	2	1	1	-	1	-	1	2	1	1	-	1	-	2	2	1	1	-	1	-	2	1	1	-	1
	5A Switched Fuse Spur Unit (*) for Gas Water Heater 5安培開關保險絲 (*) 供煤氣熱水爐	-	-	1	1	1	-	1	-	-	1	1	1	-	1	-	-	1	1	1	-	1	-	1	1	1	-	1
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	-	1	1	1	1	-	1	-	1	1	1	1	-	1	-	1	1	1	1	-	1	-	1	1	1	-	1
	13A Switched Fuse Spur Unit (*) for Exhaust Fan 13安培開關保險絲 (*) 供抽氣扇	-	-	1	1	1	-	1	-	-	1	1	1	-	1	-	1	1	1	1	-	1	-	1	1	1	-	1
	Telephone Outlet 電話插座	-	1	1	1	1	-	1	-	1	1	1	1	-	1	-	1	1	1	1	-	1	-	1	1	1	-	1
	Lighting Point 燈位	-	2	2	3	3	-	3	-	2	2	3	3	-	3	-	2	2	3	3	-	3	-	2	3	3	-	3
	Sprinkler Head 消防花灑頭	-	2	3	3	3	-	3	-	2	3	3	3	-	3	-	3	3	3	3	-	3		3	4	3	-	4

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		A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	A	B	C	D	E	F	A	B	C	D	E	F
Kitchen 廚房	20A Double Pole Switch (*) 20安培雙極開關掣 (*)	2	-	-	-	-	-	-	2	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-	-	-	-	-
	13A Single Socket Outlet 13安培單位電插座	7	-	-	-	-	6	-	7	-	-	-	-	6	-	7	-	-	-	-	6	-	-	-	-	-	-	6	-
	13A Twin Socket Outlet 13安培雙位電插座	2	-	-	-	-	1	-	2	-	-	-	-	1	-	2	-	-	-	-	1	-	-	-	-	-	-	1	-
	5A Switched Fuse Spur Unit (*) for Gas Water Heater 5安培開關保險絲 (*) 供煤氣熱水爐	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	-	-	-	-	-	1	-
	10A Fuse Spur Unit (*) for Cabinet Lighting 10安培保險絲 (*) 供櫃燈	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	-	-	-	-	-	1	-
	13A Switched Fuse Spur Unit (*) for Exhaust Fan 13安培開關保險絲 (*) 供抽氣扇	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	-	-	-	-	-	1	-
	Telephone Outlet 電話插座	1	-	-	-	-	1	-	1	-	-	-	-	1	-	1	-	-	-	-	1	-	-	-	-	-	-	1	-
	Lighting Point 燈位	3	-	-	-	-	3	-	3	-	-	-	-	3	-	3	-	-	-	-	3	-	-	-	-	-	-	3	-

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SERVICE AGREEMENTS
服務協議

Potable and flushing water is supplied by Water Supplies Department.

食水及沖廁水由水務署供應。

Electricity is supplied by CLP Power Hong Kong Limited.

電力由中華電力有限公司供應。

Towngas is supplied by The Hong Kong and China Gas Company Limited.

煤氣由香港中華煤氣有限公司供應。

GOVERNMENT RENT
地税

The Owner is liable for the Government rent payable for the residential property up to and including the date of completion date of the sale and purchase of the residential property (i.e. the date of the assignment of that property).

擁有人有法律責任繳付住宅物業直至該住宅物業買賣完成日（即該物業轉讓契日期）（包括該日）為止之地税。

MISCELLANEOUS PAYMENTS BY PURCHASER
買方的雜項付款

1. On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the owner for the deposits for water and electricity.

2. On that delivery, the purchaser is not liable to pay to the owner a debris removal fee.

Remarks:
On that delivery, the Purchaser is liable to pay a debris removal fee to the manager of the Development (not the owner) under the Deed of Mutual Covenant, and where the owner has paid that debris removal fee, the Purchaser shall reimburse the owner for the same.

1. 在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水及電力的按金。

2. 在交付時，買方不須向擁有人支付清理廢料的費用。

備註：
在交付時，買方須根據公契向發展項目的管理人（而非擁有人）支付清理廢料的費用，而如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

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

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the Purchaser within 6 months after the date of completion of the sale and purchase of the residential property, remedy any defects to such residential property, or the fittings, finishes or appliances incorporated into the residential property as set out in the agreement for sale and purchase, caused otherwise than by the act or neglect of the purchaser.

凡住宅物業或於買賣合約列出裝設於住宅物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方的行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的 6 個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

MAINTENANCE OF SLOPES
斜坡維修

1. The Land Grant requires the owners of the residential properties in the Phase to maintain any slope at their own cost. The terms of the requirement are as follows:

A. (a) The Grantee shall at his own expense carry out and complete to the satisfaction of the Director of Lands ("Director") such geotechnical investigations and such slope treatment, landslide preventive, mitigation and remedial works on the areas shown coloured green hatched black on PLAN A1 annexed to the Land Grant (hereinafter referred to as "the Green Hatched Black Area") as the Director in his absolute discretion may require and shall, at all times during the term of the Land Grant, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Green Hatched Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslip, subsidence or falling away occurs within the Green Hatched Black Area at any time during the term of the Land Grant, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director together with any adjacent or adjoining areas which, in the opinion of the Director (whose decision shall be final and binding on the Grantee), have also been affected. The Grantee shall indemnify and keep indemnified the Government, its agents and contractors 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 landslip, subsidence or falling away. The Grantee shall ensure at all times that there shall be no illegal excavation or dumping on the Green Hatched Black Area and, subject to the prior written approval of the Director, the Grantee may erect fences or other barriers for the prevention of such illegal excavation or dumping. In addition to any other rights or remedies the Director may have in respect of any breach of the Conditions of the Land Grant, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslip preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslip, subsidence or falling away, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may, after the expiry of such period, execute and carry out the required works and the Grantee shall on demand repay to the Government the cost thereof.

(b) Subject to the proviso mentioned below, the obligations and rights of the Grantee in respect of the Green Hatched Black Area or any part thereof under sub-clause (a) of this Special Condition shall determine upon the Government giving to the Grantee notice to that effect, and no claim for compensation shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any loss, damage or disturbance suffered or any expense incurred as a result of such determination. However, such determination shall be without prejudice to any rights or remedies of the Government in respect of any antecedent breach, non-performance or non-observance of the said sub-clause (a) provided that for the avoidance of doubt, the Grantee's obligations under Special Condition No. (34) hereof in respect of the Covered Footbridge 1 therein referred to shall not be affected, lessened or diminished in any way notwithstanding that the Grantee's obligations and rights in respect of the Green Hatched Black Area or any part thereof is determined in accordance with this sub-clause (b).

B. (a) The Grantee hereby acknowledges that the lot may be affected by landslip hazards including boulder falls arising from the area shown coloured green cross-hatched black on PLAN A2 annexed to the Land Grant (hereinafter referred to as "the Green Cross-hatched Black Area") due to the nature of the natural terrain and the Government shall be under no responsibility or liability whatsoever to the Grantee for any loss or damage or injury howsoever caused to or suffered by the Grantee or to any other persons arising out of or in connection with or as a consequence of any landslip hazards including boulder falls. The Grantee shall within 24 calendar months from the date of the Land Grant or within such other extended periods as may be approved by the Director, at his own expense carry out and complete to the satisfaction of the Director geotechnical investigation (hereinafter referred to as "the Investigation") on the lot and the Green Cross-hatched Black Area for such hazards. No ground investigation shall be carried out on any Government land outside the Green Cross-hatched Black Area without the prior written consent of the Director.

(b) On completion of the Investigation, the Grantee shall at his own expense before any occupation permit (including any temporary occupation permit) shall have been issued by the Building Authority in respect of any building or structure or part of any building or structure erected or to be erected on the lot (or within such other extended periods as may be approved by the Director) carry out and complete to the satisfaction of the Director such mitigation and stabilization works (whether within the lot or the Green Cross-hatched Black Area or other Government land) as the Director in his absolute discretion may require (hereinafter referred to as "the Works") to protect any building or buildings erected or to be erected on the lot or any part thereof and any residents or occupiers therein and their bona fide guests, visitors and invitees from landslip hazards including boulder falls arising from the Green Cross-hatched Black Area. The Grantee shall register at his own expense in the Land Registry against the lot a record plan accepted by the Director indicating the location and scope of the Works.

(c) Where it is deemed necessary by the Grantee to carry out, in addition to the Works, mitigation and stabilization works on any Government land including the Green Cross-hatched Black Area (hereinafter referred to as "the Additional Outside Works"), the Grantee shall, upon receipt of the Director's written approval to the Additional Outside Works, at the Grantee's own expense carry out and complete the Additional Outside Works to the satisfaction of the Director. The Grantee shall register at his own expense in the Land Registry against the lot a record plan accepted by the Director indicating the location and scope of the Additional Outside Works.

(d) The Grantee shall at all times during the term of the Land Grant, at his own expense maintain the Works and the Additional Outside Works in good substantial repair and condition to the satisfaction of the Director to ensure the continuing and proper functioning of the Works and the Additional Outside Works. In addition to and without prejudice to any rights or remedies the Government may have against the Grantee for breach of the Grantee's obligations to maintain the Works and the Additional Outside

Works as herein provided, the Director shall be entitled by notice in writing to call upon the Grantee to carry out such maintenance works as the Director shall in his absolute discretion deem fit and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

(e) The Investigation, the Works and the Additional Outside Works and the maintenance thereof shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation and any other relevant legislation.

(f) For the purpose only of inspecting and carrying out the works required under this Special Condition, including but not limited to the Investigation, the Works and the Additional Outside Works and the maintenance thereof, the Grantee may enter upon the Green Cross-hatched Black Area subject to compliance with such conditions and requirements as the Director may impose.

(g) In the event that any damage is done to the Green Cross-hatched Black Area, any other Government land or any land outside the lot as a result of or arising out of the Investigation, the Works, the Additional Outside Works or the maintenance thereof, the Grantee shall make good such damage at his own expense and in all respects to the satisfaction of the Director.

(h) The Grantee 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 works being carried out or having been carried out pursuant to the terms of this Special Condition or the omission, neglect or default by the Grantee to carry out any such works or any landslip hazard including boulder falls from the Green Cross-hatched Black Area including but without limitation to any damage to or loss of properties and life or personal injuries.

C. (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 Grantee under the Conditions of the Land Grant, or for any other purpose, the Grantee 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 Grantee shall at all times during the term of 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 the Conditions of the Land Grant, in particular Special Condition No. (53).

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee 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 Grantee 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, in connection with or incidental to such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of the Conditions of the Land Grant, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee 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 Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

2. Each of the owners is obliged to contribute towards the costs of the maintenance work.

3. Please refer to the plan in this section for the location of the slope structures, retaining walls or related structures (if any).

4. Under the Deed of Mutual Covenant, the manager of the phase has the owners' authority to carry out the maintenance work.

MAINTENANCE OF SLOPES
斜坡維修

1. 批地文件規定，期數中的住宅物業的擁有人須自費維修任何斜坡，該規定的條款如下：

A. (a) 承授人應自費完成在批地文件夾附圖則A1上以綠色間黑 斜線顯示的範圍(以下簡稱「綠色間黑斜線範圍」)內，地政總署署長(「署長」) 全權酌情要求的岩土工程勘察以及斜坡治理、滑坡預防、緩解和修復工程，使署長滿意。承授人應在整個批地文件年期內，自費維護綠色間黑斜線範圍(包括所有土地、斜坡治理工程、擋土結構、排水系統以及該範圍內及上任何其他工程)處於良好且修繕妥當的狀態，使署長滿意。倘若在批地文件年期內，綠色間黑斜線範圍發生任何滑坡、地面沉降或塌陷，承授人應自費將該範圍及署長認為受到影響的任何相鄰或鄰近區域(署長的決定為最終決定，對承授人具有約束力)恢復原狀，使署長滿意。承授人應對因該滑坡、地面沉降或塌陷而直接或間接引起的任何責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府及其代理人和承包商並確保其獲得彌償。承授人應始終確保綠色間黑斜線範圍內不得進行任何非法挖掘或傾倒作業。經署長事先書面批准，承授人可設置圍欄或其他障礙物以防止此類非法挖掘或傾倒作業。除署長對違反批地文件的條件享有的其他權利或救濟外，署長可隨時以書面通知要求承授人進行岩土工程勘察、斜坡治理、滑坡預防、緩解和修復工程，並維護、恢復和修復受滑坡、沉降或坍塌影響的任何土地、建築物或工程。如承授人未在署長規定的期限內履行該通知，署長可在該期限屆滿後自行執行所需工程，承授人應按要求向政府償還相關費用。

(b) 受制於以下條款，承授人根據本特別條款第(a)款對綠色間黑斜線範圍或其任何部分所享有的權利和義務，應在政府向承授人發出相應通知後終止。承授人不得就因該終止而遭受的任何損失、損害或干擾，或產生的任何費用，向政府、署長或其授權人員提出任何賠償要求。但是，該等終止不得損害政府就先前違反、不履行或不遵守上述第 (a) 款規定而享有的任何權利或救濟。為避免疑義，即使根據本第 (b) 款終止了承授人對綠色間黑斜線範圍或其任何部分所享有的權利和義務，承授人根據批地文件特別條款第(34)條就其中提及的有蓋行人天橋1所承擔的義務不得以任何方式受到影響、減輕或減少。

B. (a) 承授人特此確認，由於自然地形的緣故，該地段可能受到滑坡災害的影響，包括在批地文件夾附圖則A2上以綠色間黑交叉線顯示的範圍(以下簡稱「綠色間黑交叉線範圍」)有巨石滾落。政府對於因任何滑坡災害(包括巨石滾落)引起或與之相關或由此導致承授人或任何其他人遭受的任何損失、損害或傷害，概不承擔任何責任。承授人應自批地文件之日起24個日曆月內，或在署長批准的其他延長期限內，自費對該地段及綠色間黑交叉線範圍進行及完成地質勘察(以下簡稱「該勘察」)，以查明是否有此類危險，使署長滿意。未經署長事先書面同意，不得在綠色間黑交叉線範圍以外的任何政府土地上進行地面勘察。

(b) 該勘察結束後，在建築事務監督就該地段上已建或將建的任何建築物或構築物或其任何部分發出任何佔用許可證(包括任何臨時佔用許可證)之前(或在署長批准的其他延長期限內)，承授人須自費進行並完成署長認為需要的緩解和加固工程(無論該工程是在該地段、綠色間黑交叉線範圍或其他政府土地上進行，以下簡稱「該工程」) 令署長滿意的，以保護該地段上已建或將建的任何建築物或其任何部分，以及其中的住戶或佔用人及其真正的賓客、訪客和受邀人免受滑坡災害，包括綠色間黑交叉線範圍內發生的巨石滾落的侵害。承授人須自費在土地註冊處登記一份署長認可的記錄圖，標明該工程的位置和範圍。

(c) 如承授人認為除該工程外，還有必要在任何政府土地(包括綠色間黑交叉線範圍)上進行緩解和加固工程(以下簡稱「額外外部工程」)，則承授人在收到署長對額外外部工程的書面批准後，應自費進行並完成額外外部工程，直至署長滿意為止。承授人應自費在土地註冊處登記一份經署長批准的記錄圖，標明額外外部工程的位置和範圍。

(d) 承授人應在整個批地文件年期內始終自費維護該工程及額外外部工程，使其保持良好、堅固的維修狀態，確保該工程及額外外部工程的持續正常運作，使署長滿意。除了和不影響政府對承授人違反批地文件規定的維護該工程及額外外部工程的義務而享有的任何權利或救濟外，署長有權以書面通知要求承授人進行其認為合適的任何維護工程。如承授人未能在署長規定的期限內履行或不執行該通知，署長可立即執行所需的維護工程，承授人應按要求向政府償還相關費用，以及任何行政費和專業費。

(e) 該勘察、該工程及額外外部工程及其維護在各方面均須符合《建築物條例》、其任何附屬規例、任何修訂法例以及任何其他相關法例。

(f) 僅為檢查和執行本特別條款所要求的工程(包括但不限於該勘察、工程、額外外部工程及其維護)之目的，承授人可進入綠色間黑交叉線範圍，但須遵守署長所施加的條件和要求。

(g) 如因該勘察、該工程、額外外部工程或其維護而導致綠色間黑交叉線範圍、任何其他政府土地或該地段以外的任何土地遭受任何損害，承授人應自費修復該等損害，在所有方面使署長滿意。

(h) 承授人應對根據本特別條款正在或已經進行的任何工程，或承授人未履行、疏忽或違約履行任何此類工程，或任何滑坡災害包括從綠色間黑交叉線範圍滾落的巨石，包括但不限於任何財產損失或生命損失或人身傷害直接或間接引起的任何責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府及並確保其獲得彌償。

C. (a) 如果任何土地需要或已經被分割、排除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該土地內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或承授人按批地文件的條件需要進行的任何其他工程或作任何其他用途，承授人須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與支撐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。承授人須在批地文件年期期間自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程，使其處於良好且修繕妥當的狀態，使署長滿意。

(b) 本特別條款第 (a) 項的任何內容均不得損害政府根據批地文件特別條款（尤其是特別條款第 (53) 條）所享有的權利。

(c) 倘若因為任何構建、平整、開發或承授人進行其他工程或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，承授人須自費進行修復或彌補，使署長滿意並對上述塌方、山泥傾瀉或地陷而直接或間接引起的、與之相關或附帶任何形式的責任、索賠、損失、損害、費用、收費、成本、要求、訴訟和法律程序彌償政府並確保其獲得彌償。

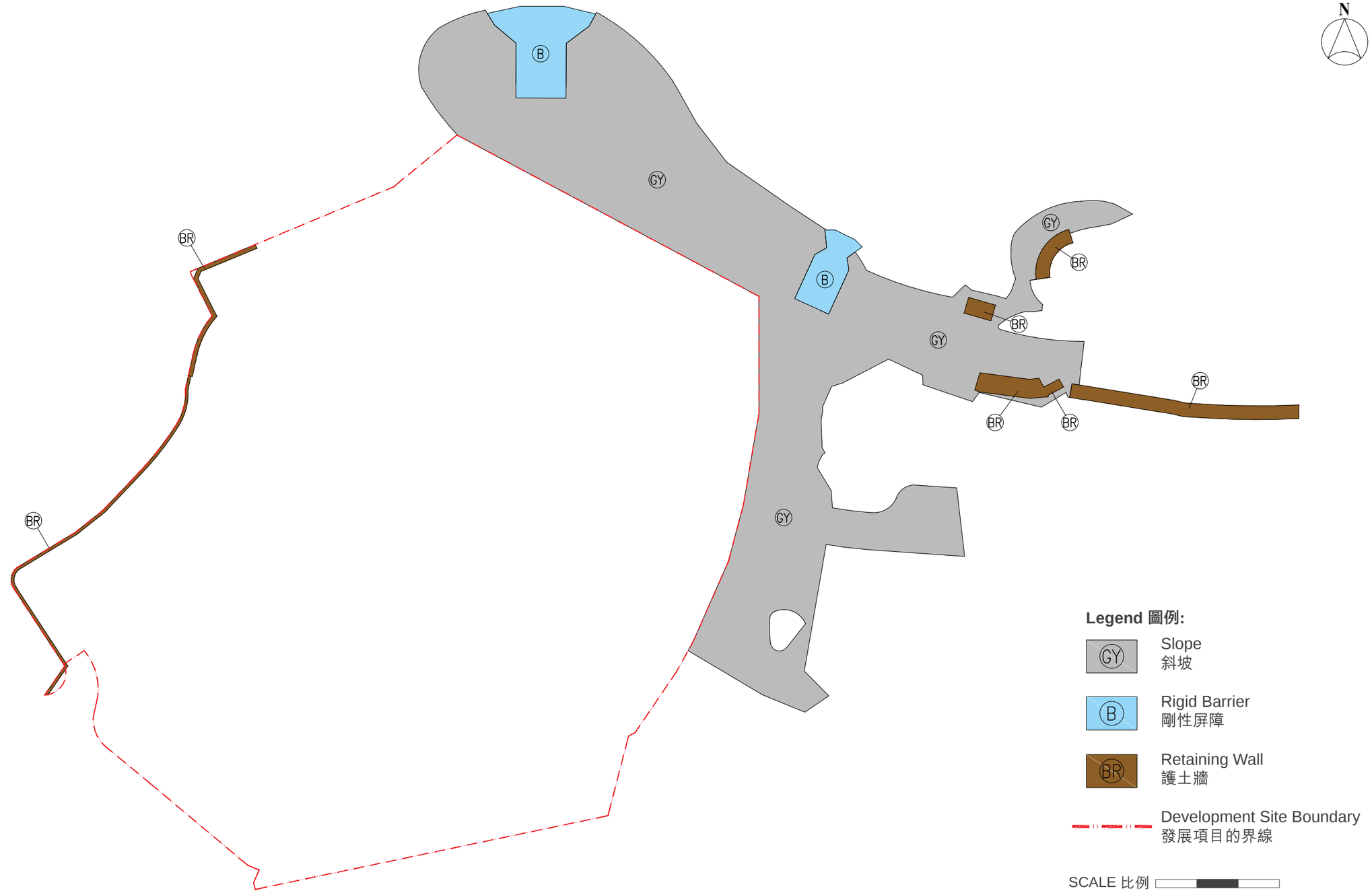
(d) 除了批地文件規定對違反本文件的條件的任何其他權利或濟助外，署長有權發出書面通知要求承授人進行、修建及保養該土地、斜坡處理工程、護土牆或其他支承物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承授人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。承授人須在要求時歸還政府因此產生的費用連同任何行政費或專業費用及開支。

2. 每名擁有人均須分擔維修工程的費用。

3. 斜坡、擋土牆或有關構築物（如有）之位置，請參閱本節之附圖。

4. 根據公契，期數的管理人獲擁有人授權進行維修工程。

MAINTENANCE OF SLOPES
斜坡維修



Remark 備註：
The plan is for showing the locations of the slope structures, retaining walls or related structures only. Other matters shown in this plan may not reflect their latest conditions.
上圖僅作顯示斜坡、護土牆或有關構築物的位置，圖中所示之其他事項未必能反映其最新狀況。

Gondola Systems

During the regular and specially arranged inspection, cleaning, maintenance, repairing, altering, renewing, rebuilding, painting or decorating of the external walls (including the curtain wall structures, glass of curtain walls, windows, balconies and utility platforms forming part of a residential unit) and the Common Areas and Facilities of the Phase as arranged by the Manager, gondola(s) (whether its installation is permanent or temporary) will be operated, installed and parked over any balcony, utility platform, air-conditioner platform, air-conditioner plinth, flat roof, roof or open area of or in any air space above any of the units.

吊船系统

在管理人的定期和特別安排的外牆檢查、清潔、維護、修理、改建、更新、重建、粉刷或裝飾（包括幕牆結構、幕牆玻璃、窗戶和住宅一部分單位的露台及工作平台）和期數的公共區域和設施期間，吊船（無論其安裝是永久性還是臨時性的）將在任何單位的任何露台、工作平台、空調機平台、空調機台、平台、天台或露天的範圍上或任何單位的上空中運行、安裝和停放。

MODIFICATION
修訂

Not applicable

不適用

ADDRESS OF THE WEBSITE DESIGNATED BY THE VENDOR FOR THE PHASE
賣方就期數指定的互聯網網站的網址

The address of the website designated by the vendor for the Phase for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance is:

33clearwaterbay.com.hk

賣方為施行《一手住宅物業銷售條例》第 2 部而就期數指定的互聯網網站的網址為：

33clearwaterbay.com.hk

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Building Authority (BA) prior to the printing of the sales brochure is tabulated below. Information marked (#) may be based on information provided by the authorized person if the sales brochure is printed prior to submission of the final amendment plans to the BA. The breakdown of GFA concessions may be subject to further changes until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the phase.

獲寬免總樓面面積的設施分項

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有(#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

		Area (m^2) 面積（平方米）
Disregarded GFA under Building (Planning) Regulations 23(3)(b) 根據《建築物(規劃)規例》第 23(3)(b) 條不計算的總樓面面積		
1.(#)	Carpark and loading / unloading area excluding public transport terminus 停車場及上落客貨地方(公共交通總站除外)	15584.412
2.	Plant rooms and similar services 機房及相類設施	
2.1(#)	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》)或規例限制的強制性設施或必要機房，例如升降機機房、電訊及廣播設備室（訊播室）、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	483.646
2.2(#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積**不**受任何《作業備考》或規例限制的強制性設施或必要機房，例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	3406.302
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房，例如空調機房、送風櫃房等	97.746
Green Features under Joint Practice Notes 1 and 2 根據聯合作業備考第1及第2號提供的環保設施		
3.(#)	Balcony 露台	814.045
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	264.576
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6.	Acoustic fin 隔聲鰭	Not Applicable 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	473.223
9.(#)	Utility platform 工作平台	Not Applicable 不適用
10.	Noise barrier 隔音屏障	Not Applicable 不適用

		Area (m^2) 面積（平方米）
Amenity Features 適意設施		
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所，以及業主立案法團辦事處	36.082
12.(#)	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施，包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	3566.735
13.(#)	Covered landscaped and play area 有蓋園景區及遊樂場地	1487.512
14.	Horizontal screen/covered walkway and trellis 橫向屏障/有蓋人行道及花棚	63.184
15.(#)	Larger lift shaft 擴大升降機槽	469.777
16.	Chimney shaft 煙囪管道	Not Applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衛星電視共用天線房	Not Applicable 不適用
18.(#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	478.979
19.(#)	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	15.431
22.	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23.	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物，例如空調機箱、空調機平台、窗檻及伸出的窗台	1320.073
24.	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	Not Applicable 不適用

INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

		Area (m^2) 面積（平方米）
Other Exempted Items 其他項目		
25.	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	1032.768
26.	Covered area under large projecting / overhanging feature 大型伸出 / 外懸設施下的有蓋地方	Not Applicable 不適用
27.	Public transport terminus 公共交通總站	Not Applicable 不適用
28.	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用
29.(#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	2499.078
30.	Public passage 公眾通道	Not Applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not Applicable 不適用
Bonus GFA 額外總樓面面積		
32.	Bonus GFA 額外總樓面面積	Not Applicable 不適用
Additional Green Features under Joint Practice Note (No. 8) 根據聯合作業備考 (第 8 號) 提供的額外環保設施		
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

Remark: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

備註 ：上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》ADM-2 規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

Estimated Energy Performance or Consumption for the Common Parts of the Phase
期數的公用部分的預計能量表現或消耗

The approved General Building Plans of this Development are not subject to the requirements stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers APP-151 issued by the Building Authority. Environmental assessment and information on the estimated energy performance or consumption for the common parts of this Development were not required to be submitted to the Building Authority as a prerequisite for the granting of gross floor area concessions.

本發展項目的經批准一般建築圖則不受由建築事務監督發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》APP-151規定規限。本發展項目的環境評估及公用部分的預計能量表現或消耗的資料無須呈交建築事務監督，以作為批予總樓面面積寬免的先決條件。

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit or the Parking Space specified in the Agreement for Sale and Purchase, sub-sell that Residential Unit or the Parking Space or transfer the benefit of the Agreement for Sale and Purchase of that Residential Unit or Parking Space in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.

2. If the Vendor, at the request of the purchaser under an Agreement for Sale and Purchase, agrees (at its own discretion) to cancel the Agreement for Sale and Purchase or the obligations of the purchaser under the Agreement for Sale and Purchase, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit and the Parking Space specified in the Agreement for Sale and Purchase and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the Agreement for Sale and Purchase.

3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.

4. The purchaser who has signed an Agreement for Sale and Purchase has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK$100 per request.

5. For information and requirements relating to the Passage Area (as referred to in Special Condition No. (6) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

6. For information and requirements relating to the Pink Hatched Blue Area and the PSCHB Areas (as referred to in Special Condition No. (7) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

7. For information and requirements relating to the Green Areas, the Green Areas Structures, the Green Circled Black Area and the Green Circled Black Area Structures (as referred to in Special Condition Nos. (8), (9), (10) and (11) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

8. For information and requirements relating to the Public Open Space (as referred to in Special Condition No. (12) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

9. For information and requirements relating to the Yellow Area (as referred to in Special Condition Nos. (13), (14), (15) and (16) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

10. For information and requirements relating to the Public LGV Park (as referred to in Special Condition Nos. (22), (23) and (24) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

11. For information and requirements relating to the Brown Area and Paved Way (as referred to in Special Condition No. (25) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

12. For information and requirements relating to the Green Hatched Black Area (as referred to in Special Condition No. (26) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

13. For information and requirements relating to the Green Cross-hatched Black Area (as referred to in Special Condition No. (27) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

14. For information and requirements relating to the Pedestrian Subway (as referred to in Special Condition No. (33) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

15. For information and requirements relating to the Covered Footbridge 1 and the Supports and Connections within the Lot (as referred to in Special Condition No. (34) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

16. For information and requirements relating to the Covered Footbridge 2 (as referred to in Special Condition No. (35) of the Land Grant), please refer to the sections “Summary of Land Grant”, “Summary of Deed of Mutual Covenant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

17. For information and requirements relating to the Pedestrian Link 1 (as referred to in Special Condition No. (36) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

18. For information and requirements relating to the New Pedestrian Subway Opening and Connection (as referred to in Special Condition No. (68) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

19. For information and requirements relating to the Pedestrian Link 2 (as referred to in Special Condition No. (69) of the Land Grant), please refer to the sections “Summary of Land Grant” and “Information on Public Facilities and Public Open Spaces” of this sales brochure.

INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT

地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. 買方須與賣方於正式合約協議，除可用作按揭或押記外，買方不會於完成正式買賣合約之成交及簽署轉讓契之前，以任何方式，或訂立任何協議以達至，提名任何人士接受轉讓正式買賣合約所指定的住宅物業或停車位，或轉讓該住宅物業或停車位，或轉移該住宅物業或停車位的正式合約的權益。

2. 如正式買賣合約的買方有此要求，並獲賣方（按其自己的酌情決定）同意之情況下取消正式買賣合約或買方於該正式買賣合約所承擔之責任，賣方有權保留相等於該正式買賣合約所指定的住宅物業及停車位總售價百分之五的款額。同時買方亦須額外付予賣方或付還賣方（視情況而定）全部就取消該正式買賣合約須付之律師費、收費及代墊付費用（包括任何須繳付之印花稅）。

3. 賣方將會支付或已經支付（視情況而定）由批地文件之日起直至有關個別買方簽署轉讓契之日（包括簽署轉讓契當日）止，所有有關該正在興建的發展項目所處地段的地稅。

4. 已簽署正式買賣合約的買方有權要求查閱一份有關完成興建期數所需的建築費用及專業費用總額的最新資料，及有關直至詢問時的上一個公曆月底為止已動用及支付的建築費用及專業費用總額，並可於提出要求及在支付不超過港幣一百元象徵式費用後獲提供該資料的副本。

5. 有關「通道區域」(批地文件特別條款第(6)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

6. 有關「粉紅色間藍斜線範圍」及「PSCHB範圍 」(批地文件特別條款第(7)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

7. 有關「綠色範圍」、「綠色範圍構築物」、「綠色加黑圓圈範圍」及「綠色加黑圓圈範圍構築物」(批地文件特別條款第(8)、(9)、(10)及 (11)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

8. 有關「公眾休憩用地」(批地文件特別條款第(12)條提）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

9. 有關「黃色範圍」(批地文件特別條款第(13)、(14) 、(15)及(16)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

10. 有關「公共輕型貨車停車場」(批地文件特別條款第 (22)、(23)及(24)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

11. 有關「棕色範圍」及「鋪砌道路」(批地文件特別條款第(25)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

12. 有關「綠色間黑斜線範圍」(批地文件特別條款第(26)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

13. 有關「綠色間黑交叉線範圍」(批地文件特別條款第(27)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

14. 有關「行人隧道」(批地文件特別條款第(33)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

15. 有關「有蓋行人天橋1」及「該地段內的支撐和連接」(批地文件特別條款第(34)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

16. 有關「有蓋行人天橋2」(批地文件特別條款第(35)條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」、「公契的摘要」及「公共設施及公眾休憩用地的資料」各節。

17. 有關「行人連接通道1」(批地文件特別條款第(36) 條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

18. 有關「新行人隧道開口及連接」(批地文件特別條款第(68) 條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

19. 有關「行人連接通道2」(批地文件特別條款第(69) 條提及）的資料及要求，請參閱本售樓說明書中「批地文件的摘要」及「公共設施及公眾休憩用地的資料」各節。

There may be future changes to the Phase and the surrounding areas.

期數及其周邊地區日後可能出現改變。

Date on which the sales brochure is printed: 7 October 2026
售樓説明書的印製日期：2026年10月7日