

nexus
grand

北
映
薈

SALES BROCHURE
FOR PARKING SPACE

車位銷售說明書

01 | INFORMATION ON THE DEVELOPMENT

發展項目的資料

Name of the Development

Nexus Grand

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

8 Luen Yick Street

(Note: The above is a provisional street number and is subject to confirmation from the Rating and Valuation Department when the Development is completed.)

The estimated material date for the Development, as provided by the Authorized Person for the Development is 31 January 2026.

The above 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, under the land grant, the consent of the Director of Lands is required to be given for the sale and purchase, without limiting any other means by which the completion of the Development may be proved, the issue of a certificate of compliance or consent to assign by the Director of Lands is conclusive evidence that the Development has been completed or is deemed to be completed (as the case may be).

發展項目名稱

北映薈

發展項目由差餉物業估價署署長確認之郵寄地址

聯益街8號

(備註：上述為臨時門牌號數並有待差餉物業估價署在發展項目建成時確認。)

由發展項目的認可人士提供的發展項目的預計關鍵日期為2026年1月31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(根據批地文件，進行該買賣需獲地政總署署長同意)，在不局限任何其他可用以證明發展項目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，即為該發展項目已落成或當作已落成(視屬何情況而定)的確證。

02 | INFORMATION ON VENDOR AND OTHERS INVOLVED IN THE DEVELOPMENT

賣方及有參與發展項目的其他人的資料

Vendor Swift Millions Limited	賣方 遑逸有限公司
Holding Companies of the Vendor Concept Max Limited Grand Ming Group Holdings Limited Chan HM Company Limited	賣方的控權公司 顯溢有限公司 佳明集團控股有限公司 Chan HM Company Limited
The person engaged by the Vendor to co-ordinate and supervise the process of designing, planning, constructing, fitting out, completing and marketing the Development (“JV Partner”) Not Applicable	賣方聘用以統籌和監管發展項目的設計、規劃、建造、裝置、完成及銷售的過程的人士("合作伙伴") 不適用
Holding company of the JV Partner Not Applicable	合作伙伴的控權公司 不適用
Authorized Person for the Development Wong Min Hon Thomas	發展項目的認可人士 黃明康
The firm or corporation of which an Authorized Person for the Development is a proprietor, director or employee in his or her professional capacity Wong Tung & Partners Limited	發展項目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 王董建築師事務有限公司
Building contractor for the Development Grand Tech Construction Company Limited	發展項目的承建商 佳盛建築有限公司
The firm of solicitors acting for the vendor in relation to the sale of the parking spaces in the Development Grandall Zimmern Law Firm	就發展項目中的車位的出售而代表賣方行事的律師事務所 國浩律師(香港)事務所
The licensed bank or registered deposit-taking company authorized under section 16 of the Banking Ordinance that has made a loan, or has undertaken to provide finance, for the construction of the Development O-Bank Co., Ltd.	已為發展項目的建造提供貸款或已承諾為該項建造提供融資的獲《銀行業條例》第16條認可的持牌銀行或註冊接受存款公司 王道商業銀行股份有限公司
Any other person who has made a loan for the construction of the Development Grand Ming Group Holdings Limited	已為發展項目的建造提供貸款的任何其他人士 佳明集團控股有限公司

03 | RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

(a)	The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of an authorized person for the Development;	Not Applicable
(b)	The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of such an authorized person;	Not Applicable
(c)	The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of such an authorized person;	No
(d)	The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person;	Not Applicable
(e)	The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of an associate of such an authorized person;	Not Applicable
(f)	The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of an associate of such an authorized person;	No
(g)	The Vendor or the JV Partner or a building contractor for the Development is an individual, and that Vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development;	Not Applicable
(h)	The Vendor or the JV Partner or a building contractor for the Development is a partnership, and a partner of that Vendor or JV Partner or contractor is an immediate family member of a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development;	Not Applicable
(i)	The Vendor or the JV Partner or a building contractor for the Development is a corporation, and a director or the secretary (company secretary) of that Vendor or JV Partner or contractor (or a holding company of that Vendor or JV Partner) is an immediate family member of a proprietor of such a firm of solicitors;	No
(j)	The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and an authorized person for the Development, or an associate of such an authorized person, holds at least 10% of the issued shares in that Vendor, JV Partner, holding company or contractor;	No
(k)	The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and such an authorized person, or such an associate, holds at least 1% of the issued shares in that Vendor, JV Partner, holding company or contractor;	No
(l)	The Vendor, the JV Partner or a building contractor for the Development is a corporation, and such an authorized person, or such an associate, is an employee, director or secretary (company secretary) of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	No
(m)	The Vendor, the JV Partner or a building contractor for the Development is a partnership, and such an authorized person, or such an associate, is an employee of that Vendor, JV Partner or contractor;	Not Applicable
(n)	The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a private company, and a proprietor of a firm of solicitors acting for the Vendor in relation to the sale of parking spaces in the Development holds at least 10% of the issued shares in that Vendor, JV Partner, holding company or contractor;	No
(o)	The Vendor, a holding company of the Vendor, the JV Partner, a holding company of the JV Partner, or a building contractor for the Development, is a listed company, and a proprietor of such a firm of solicitors holds at least 1% of the issued shares in that Vendor, JV Partner, holding company or contractor;	No

(a)	賣方或合作伙伴或有關發展項目的承建商屬個人，並屬該發展項目的認可人士的家人；	不適用
(b)	賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的家人；	不適用
(c)	賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的家人；	否
(d)	賣方或合作伙伴或該發展項目的承建商屬個人，並屬上述認可人士的有聯繫人士的家人；	不適用
(e)	賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬上述認可人士的有聯繫人士的家人；	不適用
(f)	賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述認可人士的有聯繫人士的家人；	否
(g)	賣方或合作伙伴或該發展項目的承建商屬個人，並屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	不適用
(h)	賣方或合作伙伴或該發展項目的承建商屬合夥，而該賣方或合作伙伴或承建商的合夥人屬就該發展項目內的車位的出售代表賣方行事的律師事務所行事的經營人的家人；	不適用
(i)	賣方或合作伙伴或該發展項目的承建商屬法團，而該賣方或合作伙伴或承建商(或該賣方或合作伙伴的控權公司)的董事或秘書(公司秘書)屬上述律師事務所的經營人的家人；	否
(j)	賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或有關發展項目的承建商屬私人公司，而該發展項目的認可人士或該認可人士的有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份；	否
(k)	賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述認可人士或上述有聯繫人士持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份；	否
(l)	賣方、合作伙伴或該發展項目的承建商屬法團，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴、承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)；	否
(m)	賣方、合作伙伴或該發展項目的承建商屬合夥，而上述認可人士或上述有聯繫人士屬該賣方、合作伙伴或承建商的僱員；	不適用
(n)	賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬私人公司，而就該發展項目中的車位的出售而代表賣方行事的律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少10%的已發行股份；	否
(o)	賣方、賣方的控權公司、合作伙伴、合作伙伴的控權公司或該發展項目的承建商屬上市公司，而上述律師事務所的經營人持有該賣方、合作伙伴、控權公司或承建商最少1%的已發行股份；	否

03 | RELATIONSHIP BETWEEN PARTIES INVOLVED IN THE DEVELOPMENT

有參與發展項目的各方的關係

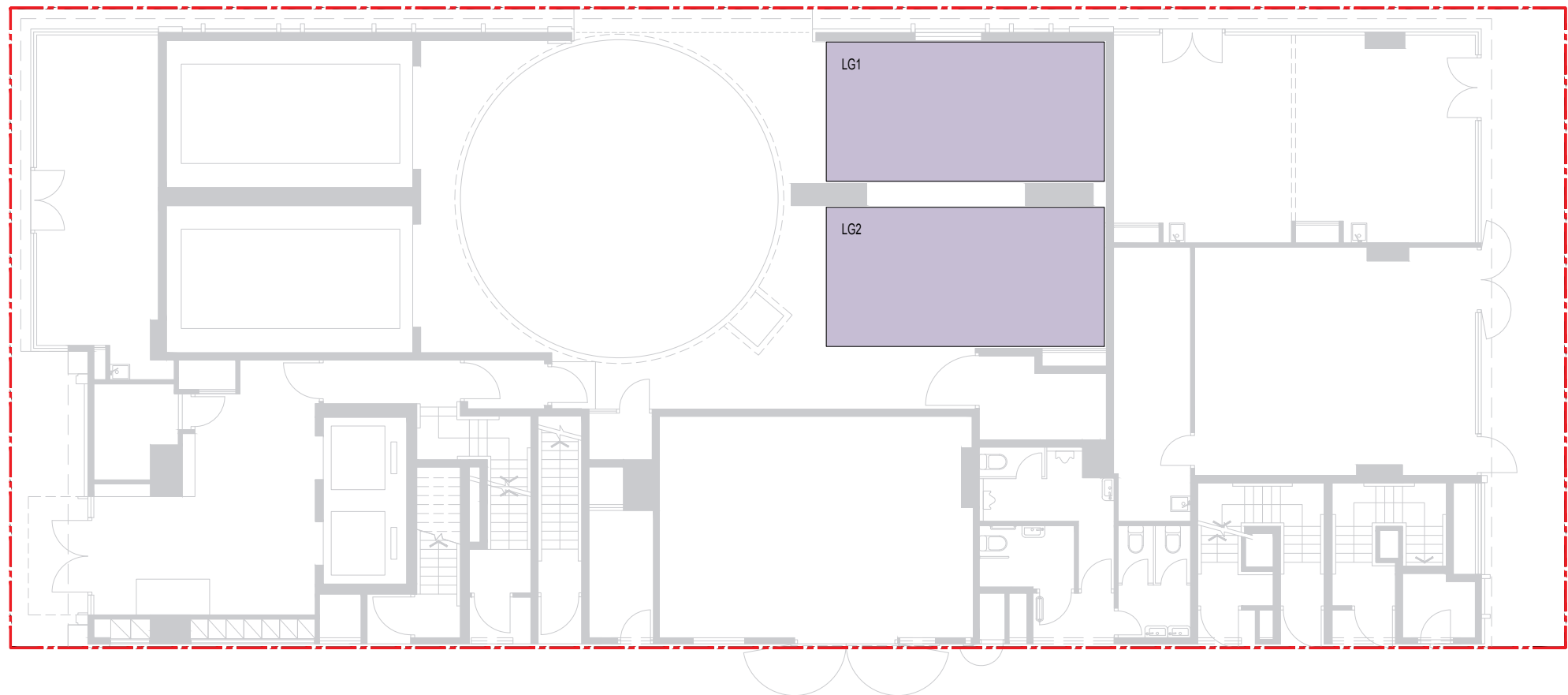
(p)	The Vendor, the JV Partner or a building contractor for the Development is a corporation, and a proprietor of such a firm of solicitors is an employee, director or secretary (company secretary) of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	No
(q)	The Vendor, the JV Partner or a building contractor for the Development is a partnership, and a proprietor of such a firm of solicitors is an employee of that Vendor, JV Partner or contractor;	Not Applicable
(r)	The Vendor, the JV Partner or a building contractor for the Development is a corporation, and the corporation of which an authorized person for the Development is a director or employee in his or her professional capacity is an associate corporation of that Vendor, JV Partner or contractor or of a holding company of that Vendor or JV Partner;	No
(s)	The Vendor, the JV Partner or a building contractor for the Development is a corporation, and that contractor is an associate corporation of that Vendor, JV Partner or of a holding company of that Vendor or JV Partner.	Yes

(p)	賣方、合作伙伴或該發展項目的承建商屬法團，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的僱員、董事或秘書(公司秘書)；	否
(q)	賣方、合作伙伴或該發展項目的承建商屬合夥，而上述律師事務所的經營人屬該賣方、合作伙伴或承建商的僱員；	不適用
(r)	賣方、合作伙伴或該發展項目的承建商屬法團，而該發展項目的認可人士以其專業身分擔任董事或僱員的法團為該賣方、合作伙伴或承建商或該賣方或合作伙伴的控權公司的有聯繫法團；	否
(s)	賣方、合作伙伴或該發展項目的承建商屬法團，而該承建商屬該賣方、合作伙伴或該賣方或合作伙伴的控權公司的有聯繫法團。	是

04 | FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

G/F
地下



----- Boundary line of the Development
發展項目的界線

Scale 比例： 0 5M (米)

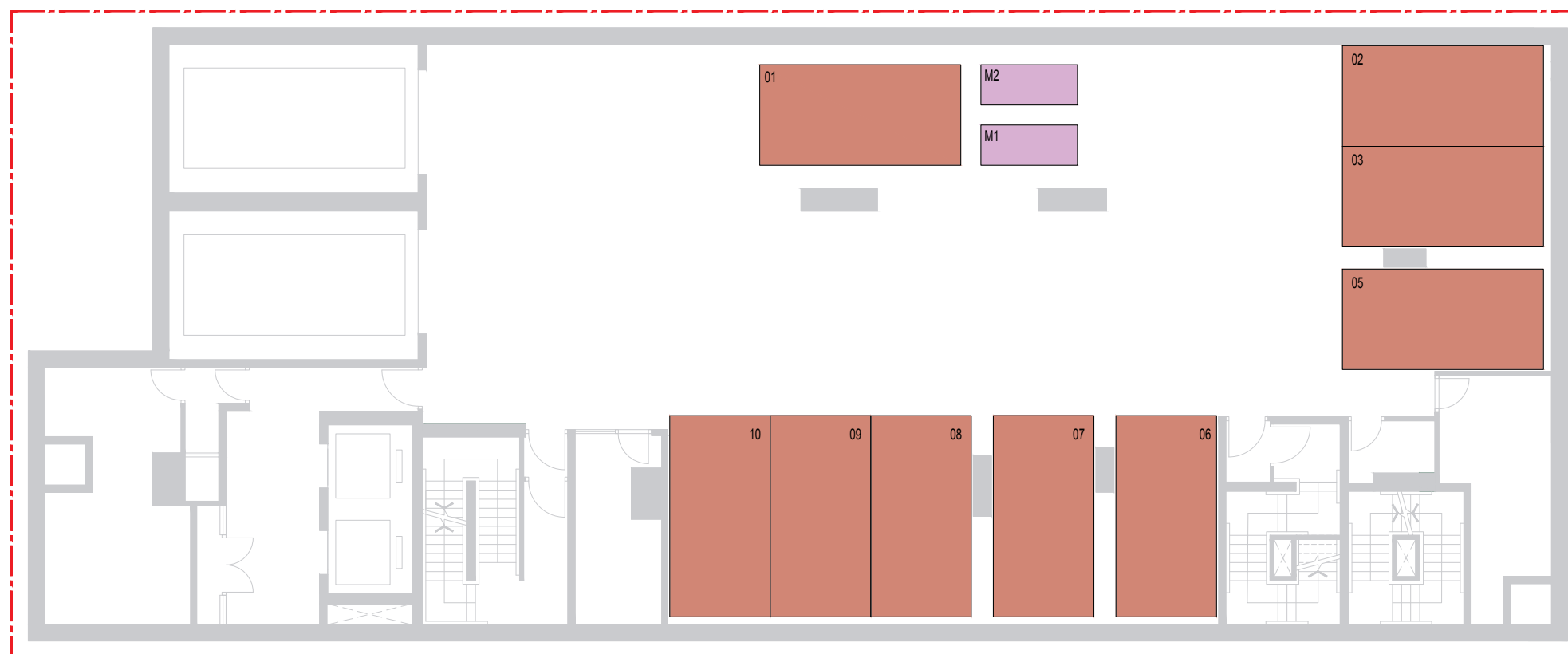
Location, number, dimensions and area of parking spaces
停車位位置、數目、尺寸及面積

Location 位置	Category of parking space 停車位類別	Nos. 數目	Dimensions (L×W)(m) 尺寸 (長×闊)(米)	Area of each parking space (sq.m) 每個停車位面積 (平方米)
G/F 地下	 Loading and Unloading Spaces 上落貨停車位	2	7.0 x 3.5	24.5

04 | FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B1/F
地庫1層



Boundary line of the Development
發展項目的界線

Scale 比例： 0 5M (米)

Location, number, dimensions and area of parking spaces
停車位位置、數目、尺寸及面積

Location 位置	Category of parking space 停車位類別	Nos. 數目	Dimensions (L×W)(m) 尺寸 (長×闊)(米)	Area of each parking space (sq.m) 每個停車位面積 (平方米)
B1/F 地庫1層	 Residential Parking Space 住宅停車位	9	5.0 x 2.5	12.5
	 Motor Cycle Parking Space 電單車停車位	2	2.4 x 1.0	2.4

04 | FLOOR PLANS OF PARKING SPACES IN THE DEVELOPMENT

發展項目中的停車位的樓面平面圖

B2/F
地庫2層



Boundary line of the Development
發展項目的界線

Scale 比例 : 0 5M (米)

Location, number, dimensions and area of parking spaces
停車位位置、數目、尺寸及面積

Location 位置	Category of parking space 停車位類別	Nos. 數目	Dimensions (L×W)(m) 尺寸 (長×闊)(米)	Area of each parking space (sq.m) 每個停車位面積 (平方米)
B2/F 地庫2層	Residential Parking Space 住宅停車位	4	5.0 x 2.5	12.5
	Visitors' Parking Space 訪客停車位	4	5.0 x 2.5	12.5
	Accessible Visitor's Parking Space 暢通易達訪客停車位	1	5.0 x 3.5	17.5
	Retail Car Parking Spaces 商業停車位	2	5.0 x 2.5	12.5
	Retail Motor Cycle Parking Spaces 商業電單車停車位	1	2.4 x 1.0	2.4
	Bicycle Parking Spaces 單車停車位	3	1.8 x 0.5	0.9

05 | SUMMARY OF PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

臨時買賣合約的摘要

- | | |
|---|--|
| <ol style="list-style-type: none">1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase;2. The preliminary deposit paid by the purchaser on the signing of the 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: -<ol style="list-style-type: none">(i) the Preliminary Agreement is terminated;(ii) the preliminary deposit is forfeited; and(iii) the owner does not have any further claim against the purchaser for the failure. | <ol style="list-style-type: none">1. 在簽署臨時買賣合約時須支付款額為5%的臨時訂金；2. 買方在簽署該臨時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5個工作日內簽立買賣合約—<ol style="list-style-type: none">(i) 該臨時合約即告終止；(ii) 有關的臨時訂金即予沒收；及(iii) 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。 |
|---|--|

1. Number of Undivided Shares assigned to each parking space in the Development

Undivided Shares are allocated to each parking space. They are set out in the table below.

Space Type	No. of Spaces	Undivided Shares
Car Parking Spaces	15	195 (13 per parking space)
Motor Cycle Parking Spaces	3	6 (2 per parking space)
	Total	201

2. Basis on which the Management Expenses are shared among the owners of parking spaces in the Development

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 Deed of Mutual Covenant of the Development (the “DMC”), and shall be based on the budget prepared by the Manager) (including the Manager’s remuneration) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his Unit. In general:

- (a) the owners shall contribute towards the management expenses relating to the Development Common Areas and Facilities in proportion to the Management Shares allocated to their Units; and
- (b) The owners of parking spaces shall contribute towards the management expenses which in the reasonable opinion of the Manager (whose decision shall be conclusive save for manifest error) are specifically referable to the Parking Common Areas and Facilities or for the common benefit of the owners, occupiers, licensees or invitees of the Parking Spaces (whether or not also for the common benefit of the occupiers, licensees or invitees of different Residential Common Parking Spaces) in proportion to the Management Shares allocated to their parking spaces Provided That 25.74% of such expenditure shall be borne by the owners of residential properties.

The number of Management Shares of a parking space is the same as the number of Undivided Shares allocated to that parking space. However, the total number of Undivided Shares in the Development (3,019) is different from the total number of Management Shares in the Development (2,869). The total number of Management Shares of the parking space in the Development is 201.

3. Basis on which the Management Fee Deposit is fixed

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

1. 分配予發展項目中各停車位的不分割份數的數目

停車位配有不分割份數。詳細的分配狀況，請參閱下表。

車位種類	車位數目	不分割份數
私家車停車位	15	195 (每車位13份)
電單車停車位	3	6 (每車位2份)
	總數	201

2. 在發展項目中的停車位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發展項目的公契(「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(指按公契管理發展項目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有關發展項目公用地方及設施之管理開支；及
- (b) 停車位業主須按其停車位分配的管理份數比例，分擔管理人合理認為(其決定為最終決定，除非存在明顯錯誤)專門與停車場公用地方及設施相關或為停車位業主、佔用人、獲許可人或受邀人共同利益(不論是否同時為住宅公用停車位的佔用人、獲許可人或受邀人的共同利益)的管理開支，但前提是該等開支的25.74%須由住宅物業業主承擔。

每個停車位之管理份數相等於其獲分配之不分割份數，唯發展項目不分割份數總數(3,019)與發展項目管理份數總數(2,869)不同。發展項目停車位之管理份數總數為201。

3. 計算管理費按金的基準

管理費按金相等於三個月之管理開支。

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

Fanling Sheung Shui Town Lot No. 290

2. The term of years under the lease:

50 years from 16 December 2024

3. The restrictions on alienation of the parking spaces:

Special Condition No. (30)(a) of the Land Grant provides that the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be assigned except:

- (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 3 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.

4. The lease conditions that are onerous to a purchaser of parking space:

- A. Special Condition No. (6) of the Land Grant provides that the Development is required to be completed and made fit for occupation on or before 31 December 2028.
- 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 any approved building plans without variation or modification thereto; and (ii) maintain all buildings erected or may be erected in good and substantial repair and condition and in such repair and condition deliver up the same at the expiry or sooner determination of the tenancy.
- 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 Conditions 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 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 purposes of installation and maintenance of the road lighting.
- D. Special Condition No. (5) of the Land Grant provides that:
 - (a) Except with the prior written consent of the Director of Planning and in conformity with any conditions imposed by him and save for the provisions of the Public Passage Area, no building, structure, support for any building or buildings or any structure or structures, or projection shall be erected, constructed or placed on, over, above or at the ground level of the Pink Cross-hatched Black Area. For the purpose of this Special Condition, the decision of the Director of Planning as to what constitutes the ground level shall be final and binding on the Grantee.

(b) The Grantee shall –

- (i) on or before 31 December, 2028 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, on the Pink Cross-hatched Black Area the Public Passage Area so that public pedestrian traffic can be carried thereon;
- (ii) manage and maintain the Public Passage Area throughout the term agreed in the Land Grant to be granted at the Grantee's own expense in good and substantial repair and in a clean and tidy condition in all respects to the satisfaction of the Director; and
- (iii) at all times after fulfilment of his obligations under Special Condition No. (5)(b)(i) of the Land Grant permit all members of the public for all lawful purposes free of charge without any interruption 24 hours a day to pass and repass on foot or by wheelchair over, along and through the Public Passage Area and for the purpose of effecting public access over, along, to, from and through the Public Passage Area as aforesaid, no object or material of whatsoever nature which may cause obstruction to access over, along, to, from and through the Public Passage Area shall be placed on or above the Public Passage Area. Wherein the opinion of the Director (whose opinion shall be final and binding on the Grantee), there is any object or material within the Public Passage Area which may cause obstruction to access to, over or above the Public Passage Area, the Director shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Director, to remove or demolish within specified period such object or material and to reinstate the Public Passage Area.
- (c) In the event of the non-fulfilment of any of the Grantee's obligations under Special Condition No. (5)(b) of the Land Grant (including any neglect or failure by the Grantee to comply with the notice served upon him under Special Condition No. (5)(b)(iii) of the Land Grant within the period specified therein (if any)), the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum or sums equal to the cost or costs thereof, such sum or sums to be determined by the Director whose determination shall be final and binding on the Grantee.
- (d) The Grantee shall at all times permit the Government, the Director, his officers, contractors and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot for the purposes of inspecting, checking and supervising any works or obligations to be carried out in compliance with Special Condition No. (5)(b) of the Land Grant and carrying out, inspecting, checking and supervising the works under Special Condition No. (5)(c) of the Land Grant and for carrying out any other works or for any other purposes which the Director may consider necessary in the Pink Cross-hatched Black Area.
- (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 the Grantee's obligations under this Special Condition; or the exercise or non-exercise by the Government, the Director, his officers, contractors and any persons authorized by the Director of any of the rights conferred under Special Condition No. (5)(c) and (d) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (f) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (5)(b)(iii) of the Land Grant arises only as a matter of contract between the Grantee and the Government and that neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Cross-hatched Black Area to the public for the right of passage.
- (g) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in Special Condition No. (5)(b)(iii) of the Land Grant 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.
- (h) The Public Passage Area shall not be used for any purpose other than as stipulated in Special Condition No. (5)(b)(iii) of the Land Grant and in particular the Public Passage Area shall not be used for the purpose of storage.
- (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 or in connection with anything done or omitted to be done by the Grantee in relation to the provision, management and maintenance of the Public Passage Area.
- (j) For the purposes of Special Condition No. (5)(b)(ii) of the Land Grant only, the expression “Grantee” shall only mean the person entering into and executing the Land Grant and his assigns of the building or buildings or part or parts of the building or buildings erected or to be erected on the lot for non-industrial (excluding private residential, godown and petrol filling station) purposes.
- E. Special Condition No. (9) of the Land Grant provides that the Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain the keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- F. Special Condition No. (10)(g) of the Land Grant provides that:
- Subject to the Conditions of the Land Grant, upon development or redevelopment of the lot or any part thereof:
- (a) The Grantee shall at his own expense submit to the Director of Buildings (“the D of B”) for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (“the Greenery Area”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “the Greenery Submission”). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as “the Approved Greenery Submission”. For the purpose of this Special Condition, “building works” shall be as defined in the Buildings Ordinance.
- (b) The Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B.
- G. Special Condition No. (12)(c) of the Land Grant provides that the Grantee shall at his own expense maintain the recreational facilities and facilities ancillary thereto within the lot which are exempted from the gross floor area calculation pursuant to Special Condition No. (12)(b) of 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 Development and their bona fide visitors and by no other person or persons.
- H. Special Condition No. (24) of the Land Grant provides that:
- (a) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (the “C for T”) for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (“the Road Traffic Ordinance”) according to a prescribed rate (“the Residential Parking Spaces”).
- (b) 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 (“the Visitors’ Parking Spaces”).
- (c) 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 for office purpose (“the Office Parking Spaces”) and for non-industrial (excluding private residential, office and hotel) purposes (“the Non-Industrial Parking Spaces”) according to prescribed rates.
- (d) Out of the Residential Parking Spaces, 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 (“the Parking Spaces for Disabled Persons”) as the Building Authority may require or approve. For the purposes of the Conditions of the Land Grant, “disabled person” shall be as defined in the Road Traffic Ordinance.
- (e) Residential motor cycle parking spaces (the “Residential Motor Cycle Parking Spaces”), office motor cycle parking spaces (the “Office Motor Cycle Parking Spaces”) and non-industrial motor cycle parking spaces (the “Non-Industrial Motor Cycle Parking 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.
- (f) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of bicycles at a prescribed rate (“the Bicycle Parking Spaces”). For the purposes of the Conditions of the Land Grant, “bicycle” shall be as defined in the Road Traffic Ordinance. The Bicycle Parking Spaces shall not be used for any purpose other than for the parking of bicycles. Each of the Bicycle Parking Spaces shall be of such dimensions as may be approved in writing by the C for T.
- (g) (i) Except for the Parking Spaces for Disabled Persons, each of the Residential Parking Spaces, the Visitors’ Parking Spaces, the Office Parking Spaces and the Non-Industrial Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
- (iii) Each of the Residential Motor Cycle Parking Spaces, the Office Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall measure 1.0 metre in width and 2.4 metres in length with minimum headroom of 2.4 metres.

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

- (a) 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 and such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the Development.
- (b) Each of the spaces provided Special Condition No. (25)(a) shall measure 3.5 metres in width and 7.0 metres in length with minimum headroom of 3.6 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.
- (c) For the purpose of calculating the number of spaces to be provided under Special Condition No. (25)(a)(ii) and (a)(iii) of the Land Grant, any floor area to be used for parking, loading and unloading purposes and for the picking up and setting down of passengers from motor vehicles (including taxis), tour buses or coaches shall be excluded.

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

If the lot or any part thereof is used for the purpose of hotel(s), in addition to the requirements specified in Special Conditions Nos. (24) and (25) of the Land Grant,

- (a) Hotel room parking spaces (the “Hotel Room Parking Spaces”) and the hotel parking spaces (the “Hotel Parking 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.
- (b) Out of the Hotel Room Parking Spaces and the Hotel Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (“the Hotel Parking Spaces for Disabled Persons”) as the Building Authority may require or approve.
- (c) (i) Except for the Hotel Parking Spaces for Disabled Persons, each of the Hotel Room Parking Spaces and the Hotel Parking Spaces shall measure 2.5 metres in width and 5.0 metres in length with minimum headroom of 2.4 metres.
- (ii) The dimensions of each of the Hotel Parking Spaces for Disabled Persons shall be as the Building Authority may require or approve.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles in connection with the hotel(s) erected or to be erected on the lot according to a prescribed rate.
- (ii) Spaces for the picking up and setting down of passengers from motor vehicles (including taxis) and space(s) for the picking up and setting down of passengers from tour buses or coaches shall be provided within the lot to the satisfaction of the C for T according to a prescribed rate.

K. Special Condition No. (28) of the Land Grant provides:

- (a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Government, the C for T, 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 to have 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 Conditions Nos. (24), (25), (26) and (27) of the Land Grant 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 or non-exercise by the Government, the C for T, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under Special Condition No. (28)(a), 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 Government, the C for T, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under Special Condition No. (28)(a).

L. Special Condition No. (34)(a), (b), (e), (f), (g), (h) and (i) of the Land Grant provides that:

- (a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces, picking up and setting down spaces to be provided within the lot in accordance with Special Conditions Nos. (24), (25) and (26) of the Land Grant (as may be respectively varied under Special Condition No. (27) of the Land Grant), or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (“the Car Park Layout Plans”). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.
- (b) The parking, loading and unloading spaces, picking up and setting down spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (24), (25) and (26) of the Land Grant. The Grantee shall maintain all parking, loading and unloading spaces, picking up and setting down spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plan in accordance with the Car Park Layout Plan.
- (c) The Grantee hereby-
 - (i) gives his consent to the Government, the C for T, the Director, 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 Government’s, the C for T’s or the Director’s own accord; and

- (ii) accepts and acknowledges that the Government, the C for T, the Director, 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 Special Condition No. (34)(e)(i).
 - (d) For the purpose of Special Condition No. (34)(e), 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 Government, the C for T, the Director, 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.
 - (e) The Grantee hereby accepts and acknowledges that the consent given under Special Condition No. (34)(e) and (f) shall survive and continue to be binding on the Grantee after the expiry or sooner determination of the term hereby agreed to be granted.
 - (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 nonfulfilment of any of the Grantee's obligations under Special Condition No. (34)(a), (b), (c), (d) and (f) of the Land Grant; any omission or mistake in the Car Park Layout Plans; the exercise by the Government, the C for T, the Director, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under Special Condition No. (34)(e) of the Land Grant; or the searching, viewing, copying, printing, disseminating, utilizing, analyzing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under Special Condition No. (34)(e)(i) of the Land Grant, 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 Special Condition No. (34)(a), (b), (c), (d) and (f) of the Land Grant; any omission or mistake in the Car Park Layout Plans.
- M. Special Condition No. (36) 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) 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, 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 or incidental to such falling away, landslip or subsidence.
 - (c) 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 and 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 and professional fees and charges.
- N. Special Condition No. (37) 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 maintenance and 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.
- O. Special Condition No. (38) of the Land Grant provides that:
- (a) In the event of earth, spoil, debris, construction waste or building materials ("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 ("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 or incidental to 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.
- P. Special Condition No. (40) 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 or incidental to 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 and to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own expense 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.

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

- (a) The Grantee shall on or before 31 December 2028 or such other date as may be approved by the Director, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation ("Waterworks Ordinance")) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies ("the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in Special Condition No. (44)(b) of the Land Grant and the Waterworks Ordinance.
- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations ("the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:
 - (i) a layout plan showing the locations of the AMR Outstations;
 - (ii) details of the design, layout and equipment for building up the AMR Outstations; and
 - (iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof (the said area or space as approved by the Water Authority is hereinafter referred to as "the Area or Space").
- (c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under Special Condition No. (44)(b) of the Land Grant. The AMR Outstations provided and installed in accordance with the AMR Outstation Proposals approved under Special Condition No. (44)(b) of the Land Grant are referred to as "the Approved AMR Outstations".
- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until the Approved AMR Outstations shall have been delivered up to the Water Authority in accordance with Special Condition No. (44)(g) of the Land Grant.

- (e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the Area or Space. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee), there are structures, objects or materials erected or placed on, over, above, under, below or within the Area or Space which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the Area or Space within such period as specified in the notice.
- (f) In the event of non-fulfilment of any of the Grantee's obligations under Special Condition No. (44)(a), (d) or (e) of the Land Grant, the Water Authority may carry out the necessary works at the cost of the Grantee who shall pay to the Water Authority on demand a sum equal to the cost thereof, such sum to be determined by the Water Authority whose determination shall be final and binding on the Grantee.
- (g) The Approved AMR Outstations or any of them as required shall be delivered up to the Water Authority by the Grantee on demand on such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered up to the Water Authority 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.
- (h) The Grantee shall at all times throughout the term of the Land Grant permit the Water Authority, its officers, contractors, agents, its or their workmen and any persons authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress free of charge to, from and through the lot or any part thereof and any building(s) erected or to be erected thereon for the purposes of:
 - (i) inspecting, checking and supervising any works required to be carried out by the Grantee under Special Condition Nos. (44)(a), (d) and (e) of the Land Grant;
 - (ii) carrying out any works under Special Condition No. (44)(f) of the Land Grant; and
 - (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after they shall have been delivered up to the Water Authority in accordance with Special Condition No. (44)(g) of the Land Grant and any other works which the Water Authority may consider necessary.
- (i) 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 Special Condition Nos. (44)(a), (d) and (e) of the Land Grant; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any persons authorized by the Water Authority of any of the rights under Special Condition Nos. (44)(f) and (h) of the Land Grant or otherwise, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

- (j) 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 Special Condition Nos. (44)(a), (d) and (e) of the Land Grant; or the exercise or non-exercise by the Water Authority, its officers, contractors, agents, its or their workmen or any persons authorized by the Water Authority of any of the rights under Special Condition Nos. (44)(f) and (h) of the Land Grant.
- R. Special Condition No. (45) of the Land Grant provides that subject to there being in existence in future Government mains which in the opinion of the Water Authority are suitable for connection to the lot, consent to use temporary mains fresh water for flushing will be given, provided that the Grantee will be required to install plumbing suitable for the use of salt water and to accept salt water or treated effluent supply if available in future.
- S. 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, in connection with or incidental to 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.
- T. 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.
- U. Special Condition No. (2) of the Land Grant provides that the Grantee acknowledges that there are some buildings and structures existing on the old lot and undertakes to remove at his own expense the said buildings and structures from the old lot. 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.
- V. Special Condition No. (4)(b) of the Land Grant provides that the lot is granted subject to all and any rights, claims, actions, proceedings and liabilities whether arising by way of adverse possession or otherwise as existing on the date of the Land Grant in relation to the lot or any part thereof agreed to be granted by the Land Grant.
- W. Special Condition No. (8) 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.
- X. Special Condition nos. (24)(a)(iv), (b)(iii), (c)(ii), (d)(ii), (e), (26)(a)(iii), (b) and d(ii) of the Land Grant provides that:
 - (a) The Residential Parking Spaces and the Visitors' Parking Spaces shall not be used for any purpose other than those respectively stipulated in Special Condition No. (24)(a)(i) and (a)(iii) of the Land Grant 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) 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) 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) 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.
 - (e) The Bicycle Parking Spaces shall not be used for any purpose other than for the parking of bicycles.
 - (f) The Hotel Room Parking Spaces and the Hotel Parking Space 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.
 - (g) The Hotel 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.
 - (h) Spaces for the loading and unloading of goods vehicles in connection with the hotel(s), spaces for the picking up and setting down of passengers from motor vehicles (including taxis) and space(s) for the picking up and setting down of passengers from tour buses or coaches shall not be used for any purpose other than those respectively stipulated the Land Grant 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.

- Y. Special Condition No. (39) 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, renewal or repair work (“the Works”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof (“the Services”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The 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 of the Services in any manner arising out of the Works (except for nullah sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the 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 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.

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, the land).

1. 發展項目所位於的土地的地段編號：

粉嶺上水市地段第290號

2. 有關租契規定的年期：

由2024年12月16日起計50年

3. 車位讓與權的限制：

批地文件特別條款第(30)(a)條規定住客車位及住客電單車停車位不得轉讓，除非：

(i) 連同發展項目的住宅單位轉讓；或

(ii) 轉讓予發展項目的住宅單位之擁有人，

但於任何情況下，轉讓予任何一個發展項目住宅單位的擁有人的住客車位及住客電單車停車位總數不得多於3個。

4. 對車位買方造成負擔的租用條件：

A. 批地文件特別條款第(6)條規定發展項目須於2028年12月31日或之前建成至適宜佔用。

B. 批地文件一般條款第6(a)條規定承授人須於批租年期內：(i)按任何經批准之建築圖則保養所有建築物，不得作出變更或改動；及(ii)保養所有已建或將建的建築物至良好和修繕妥當的狀態，並在該狀態下於租約期滿或提前終止時交還該等建築物。

C. 批地文件一般條款第8條規定如任何批地文件條款訂明需要拓建的私家街、私家路及後巷仍屬於批地文件協定批授的範圍，承授人應自費在該處提供照明、路面、路緣石、排水渠、渠道及進行保養工程，致使署長在各方面滿意。署長可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，承授人須承擔路燈安裝工程的資本開支，並且允許工人和車輛自由進出該土地範圍，以便安裝及維修路燈。

D. 批地文件特別條款第(5)規定：

(a) 除得到規劃署署長事先書面同意外，並符合其施加之任何條件，惟公眾通道區之條文除外，不得在粉紅色加黑色交叉線範圍之上建立、興建或放置任何建築物或構築物，或任何建築物或構築物或突出物的支撐物。就本特別條款而言，規劃署署長對於甚麼構成地面而作出的決定，均是最終的並對承授人有約束力。

(b) 承授人應 —

(i) 自費於2028年12月31日或之前或署長批准的其他日期，以署長批准的方式、物料、標準、水平、走線和設計，在粉紅色加黑色交叉線範圍鋪設、平整、提供、建造和鋪築表面公眾通道區，以便公眾行人可在該處通行，以全面令署長滿意；

(ii) 承批人應在批地文件協定的整個批租年期內自費管理及維修公眾通道區，以保持其修繕及狀況良好且清潔整齊，全面令署長滿意；及

(iii) 於履行批地文件特別條款第(5)(b)(i)條後的任何時間，承授人應允許公眾每天二十四小時免費及暢通無阻地步行或乘坐輪椅通行、往返、通過、行經及穿過公眾通道區，以作任何合法用途。為使公眾可通過、行經、往返及穿過上述公眾通道區，該公眾通道區不得放置任何不論性質的物件或物料，以致阻礙任何人士通過、行經、往返及穿過上述公眾通道區。如署長認為(其意見是最終的並對承授人有約束力)有任何物件阻礙他人進入或通過公眾通道區，署長有權以書面通知承授人，而承授人需自費在指定的期限內，清除和拆卸此等物件或物料，並且恢復公眾通道的原貌，全面令署長滿意。

(c) 如承授人不履行批地文件特別條款第(5)(b)條所訂的承授人責任(包括疏忽或並未於根據批地文件特別條款第(5)(b)(iii)條向其送達的通知所列明的期限內履行相關規定(如有))，政府可執行必要的工程，費用由承授人承擔。承授人須在接獲通知時向政府支付相等工程費用的款項，金額由署長釐定，其決定是最終的並對承授人有約束力。

(d) 承授人應在所有合理時間允許政府、署長、其人員、承辦商及任何經署長授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制免費進出、返回及通過該地段，以便檢查、檢驗及監督位於根據批地文件特別條款第(5)(b)條進行的任何工程或責任，以及進行、檢查、檢驗及監督根據批地文件特別條款第(5)(c)條指定的工程，或進行署長視為於粉紅色加黑色交叉線範圍必要的任何工程或其他目的。

(e) 就對承授人或任何其他人所造成或承授人或任何其他入蒙受的任何損失、損壞、滋擾或干擾，不論是否因承授人履行或不履行本特別條款所訂的承授人責任；或因政府、署長、其人員、承辦商及經署長授權人士行使批地文件特別條款第(5)(c)及(d)條等所載的權利而直接或間接引起或與之相關或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

(f) 現明確協定、聲明及規定，批地文件特別條款第(5)(b)(iii)條訂明承授人須承擔的責任純粹為承授人與政府之間的合約協定，而承授人並無意向劃定而政府亦無同意劃定粉紅色加黑色交叉線範圍或其任何部分供公眾作通道。

(g) 現明確協定及聲明，不可鑒於批地文件特別條款第(5)(b)(iii)條訂明承授人須承擔的合約責任而預期或申索任何關於額外上蓋面積或地積比率的寬免或權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文等亦然。為免存疑，承授人現明確放棄任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外上蓋面積或地積比率之寬免的申索或相關權利。

(h) 公眾通道區不得用作按批地文件特別條款第(5)(b)(iii)條列明之外的其他用途，尤其不得用作存放用途。

(i) 承授人須就直接或間接因其就提供、管理及維修公眾通道區而作出或遺漏作出之事項而起或與之有關之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

(j) 僅就批地文件特別條款第(5)(b)(ii)條而言，「承授人」一詞僅指訂立及執行批地文件之人士及其於該地段已或擬建作非工業(不包括私人住宅、倉庫及加油站)用途之建築物或其部分或多個部分之受讓人。

E. 批地文件特別條款第(9)條規定承授人須自費於該地段及未建於其上的平台(如有)任何部分內進行園景美化及種植樹木和灌木，並於其後將之保持及保養至安全、清潔、整齊、井然及健康的狀態，致使署長滿意。

F. 批地文件特別條款第(10)(g)規定：

受制於批地文件各項條款，如該地段或其任何部分進行發展或重建：

- (a) 承授人應自費將一圖則提交屋宇署署長(「屋宇署署長」)以獲得其書面批准，該圖則顯示將於其中或其內提供和保養綠化(包括但不限於提供帶土基的活體植物)的該地段或在該地段之已或將建立的建築物之一部分或多於一部分(「綠化範圍」)、綠化範圍的佈局和大小以及屋宇署署長可全權酌情要求或指定的其他資訊(包括但不限於綠化範圍建築工程的位置和詳情)(該項連圖則之提交以下簡稱「該項綠化提交」)。屋宇署署長就關於何者構成該項綠化提交下之綠化提供及該地段或在該地段之已或將建立的建築物之何一部分或何等部分構成綠化範圍的決定是最終決定，對承授人具有約束力。(上述獲屋宇署署長批准的提交以下簡稱「核准綠化提交」))。就此特別條款而言，「建築工程」根據《建築物條例》定義。

- (b) 承授人應根據核准綠化提交自費進行並完成綠化範圍的建築工程及於之後保養綠化範圍，致使屋宇署署長在各方面滿意。未經屋宇署署長的事先書面批准，不得對核准綠化提交或顯示綠化範圍的圖則進行任何修改、變更、更改、改動或替代。

G. 批地文件特別條款第(12)(c)條規定承授人須自費保養該地段內按特別條款第(12)(b)條獲豁免計算總樓面面積的康樂設施及附屬設施(「獲豁免設施」)至良好和修繕妥當的狀態，並須運作獲豁免設施致使署長滿意。獲豁免設施只准供發展項目的住客及其真實訪客使用，並不得供其他人士使用。

H. 批地文件特別條款第(24)條規定：

- (a) 須於該地段內按指定比率提供若干車位，以供按《道路交通條例》、其附屬規例及任何修訂法例(「《道路交通條例》」)獲發牌之汽車停泊(「住客車位」)，致使運輸署署長(以下簡稱「運輸署署長」)滿意。
- (b) 須按指定比率提供若干額外車位，以供按《道路交通條例》獲發牌之汽車停泊(「訪客車位」)，致使運輸署署長滿意。
- (c) 須於該地段內按指定比率提供若干車位，以供按《道路交通條例》獲發牌，並用作辦公室用途之汽車停泊(「辦公室車位」)，及用作非工業用途(不包括私人住宅、辦公室及酒店)之汽車停泊(「非工業車位」)，致使運輸署署長滿意。
- (d) 承授人須從住客車位、訪客車位、辦公室車位及非工業車位之中保留及指定建築事務監督可要求及批准的停車位數目，以供傷殘人士之汽車停泊(「傷殘人士車位」)。就批地文件條款而言，「傷殘人士」按《道路交通條例》定義。
- (e) 須於該地段內按指定比率提供若干住宅電單車車位(「住宅電單車車位」)、辦公室電單車車位(「辦公室電單車車位」)及非工業電單車車位(「非工業電單車車位」)，以供按《道路交通條例》獲發牌之電單車停泊，致使運輸署署長滿意。
- (f) 須於該地段內按指定比率提供若干車位，以供單車停泊，致使運輸署署長滿意(「單車車位」)。就批地文件條款而言，「單車」按《道路交通條例》定義。單車車位不可用作停泊單車以外的用途。每一個單車車位的尺寸須按運輸署署長的要求和經其書面批准。
- (g) (i) 除了傷殘人士車位之外，每個住客車位、訪客車位、辦公室車位及非工業車位須闊2.5米及長5.0米及最少有2.4米淨空高度。

- (ii) 每一個傷殘人士車位的尺寸須按建築事務監督的要求或經其批准。

- (iii) 每個住客電單車車位、訪客電單車車位、辦公室電單車車位及非工業電單車車位的尺寸須闊1.0米及長2.4米及最少有2.4米淨空高度或署長批准的其他最低淨空高度。

I. 批地文件特別條款第(25)條規定：

- (a) 須於該地段內按指定比率提供若干車位供貨車上落貨，致使運輸署署長滿意，且該等車位不得用作與發展項目相關的貨車上落貨之外的其他用途。
- (b) 根據特別條款第(25)(a)條的每個裝卸區須闊3.5米及長7.0米及最少有3.6米淨空高度。該等裝卸區不可用作與上述建築物有關的貨車裝卸用途以外之任何用途。
- (c) 在計算按特別條款第(25)(a)(ii)及第(a)(iii)分條提供的車位之數目時，任何供停泊車輛、裝卸用途及從汽車(包括計程車)、觀光巴士或長途汽車上落乘客之樓面面積均不被計算在內。

J. 批地文件特別條款第(26)條規定：

如該地段或其任何部分被用作酒店用途，則除批地文件特別條款第(24)及(25)條規定的要求外，

- (a) 須於該地段內按指定比率提供若干酒店客房車位(「酒店客房車位」)及酒店車位(「酒店車位」)，以供按《道路交條例》獲發牌之汽車停泊，致使運輸署署長滿意。
- (b) 承授人須從酒店客房車位及酒店車位之中保留及指定建築事務監督可要求及批准的停車位數目，以供傷殘人士之汽車停泊(「酒店傷殘人士車位」)。
- (c) (i) 除了酒店傷殘人士車位之外，每個酒店客房車位及酒店車位須闊2.5米及長5.0米及最少有2.4米淨空高度。
- (ii) 每一個酒店傷殘人士車位的尺寸須按建築事務監督的要求或經其批准。
- (d) (i) 須於該地段內按指定比率提供若干車位供與已建或將建的酒店有關的貨車上落貨，致使運輸署署長滿意。
- (ii) 須於該地段內按指定比率提供若干車位供汽車(包括計程車)、觀光巴士或長途汽車上落乘客，致使運輸署署長滿意。

K. 批地文件特別條款第(28)條規定：

- (a) 承授人須在批租年期期間於所有合理時間允許政府、運輸署署長、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制免費進出及返回及通過該地段或其任何部分及任何已建或擬建於該地段的建築物，以視察、檢查及確定沒有違反或不履行批地文件特別條款第(24)、(25)、(26)及(27)條。
- (b) 就對承授人或任何其他人士所造成或承授人或任何其他人士蒙受的任何損失、損壞、滋擾或干擾，不論是否因政府、運輸署署長、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使或不行使批地文件特別條款第(28)(a)條的權利或其他原因而直接或間接引起或與之相關或附帶的，政府概不承擔任何義務或責任，承授人亦不得針對政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (c) 承授人須就直接或間接因政府、運輸署署長、其人員、承辦商、代理人、工人及任何其他獲上述任何人士授權的人士行使批地文件特別條款第(28)(a)條的權利而起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、開支、費用、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

L. 批地文件特別條款第(34)(a)、(b)、(e)、(f)、(g)、(h) 及 (i)條規定：

- (a) 承授人須自費將經運輸署署長批准的圖則或由認可人士認證(定義見《建築物條例》)的圖則副本，存放予署長並提交至運輸署署長，該圖顯示在該地段內的所有按批地文件特別條款第(24)、(25) 及(26) 條提供的停車位、上落貨停車位、上落客停車位的佈局(可按批地文件特別條款第 (27) 條修訂)(「停車場佈局圖」)。未經運輸署署長事先書面批准，不得修訂、更改、改動、修改或以另一佈局圖代替停車場佈局圖。
- (b) 於停車場佈局圖上標示的停車位、上落貨停車位及上落客停車位不得用作批地文件特別條款第(24), (25) 及(26) 條各所述用途以外的任何其他用途。承授人須按停車場佈局圖保養所有停車位、上落貨停車位、上落客停車位及其他範圍，包括但不限於停車場佈局圖上標示之升降機、樓梯平台及運轉及通道地方。
- (c) 承授人現：
- (i) 同意政府、運輸署署長、署長、其官員、承辦商、代理人、工人及任何其他獲其授權的人士有全權酌情決定查看、使用、複製、修改停車場佈局圖，並以任何途徑和方式(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、公眾成員或其他組織)披露和傳播停車場佈局圖，作運輸署署長或署長全權酌情決定認為適合的檢索、查看、複製、印刷、傳播、利用、分析、研究或以其他方式，不論是回應公眾或傳媒查詢或以其他方式，或作政府、運輸署署長或署長自用之目的；及
- (ii) 接受並承認政府、運輸署署長、署長、其官員、承辦商、代理人、工人及任何其他獲其授權的人士擁有唯一及絕對的酌處權和權利決定是否查看、使用、複製、修改、披露或傳播批地文件特別條款第(34)(e)(i) 條規定的停車場佈局圖。
- (d) 就批地文件特別條款第(34)(e)條而言，承授人應取得或促使停車場佈局圖的知識產權擁有人同意政府、運輸署署長、署長、其官員、承辦商、代理人、工人及任何其他獲其授權的人士檢視、使用、複製、修改、披露和傳播停車場佈局圖，並供任何政府部門或第三方檢索、查看、複製、印刷、傳播、利用、分析、研究或以其 他方式使用停車場佈局圖。
- (e) 承授人特此接受並確認，根據批地文件特別條款第(34)(e)和 (f) 條給予的同意在租期屆滿或提前終止後繼續有效並繼續對承授人具有約束力。
- (f) 對於承授人履行或不履行批地文件特別條款第(34)(a)、(b)、(c)、(d) 和 (f) 條規定的任何義務；停車場佈局圖有任何遺漏或錯誤；政府、運輸署署長、署長、其官員、承辦商、代理人、工人或任何其他經其授權的人士行使批地文件特別條款第(34)(e)條賦予的酌情權和權利；任何政府部門或第三方根據批地文件特別條款第(34)(e)(i)條規定對停車場佈局圖進行檢索、查看、複製、印刷、傳播、利用、分析、研究或以其他方式有關或附帶及直接或間接造成承授人或任何其他人士蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何責任。承授人不得就任何此類損失、損壞、滋擾或干擾向政府提出任何索賠。
- (g) 承租人須對承租人履行或不履行批地文件特別條款第(34)(a)、(b)、(c)、(d)和(f)條規定的任何義務；停車場佈局圖有任何遺漏或錯誤而直接或間接引起有關或附帶的所有責任、索賠、損失、損害賠償、開支、收費、費用、要求、訴訟和訴訟程序彌償政府並確保政府持續獲得彌償。

M. 批地文件特別條款第(36)條規定：

- (a) 若有或曾有任何土地之削去、清除或後移，或任何種類的堆土、填土或斜坡整理工程，不論該等工程是否已獲署長事先書面同意，不論處於該地段內或任何政府土地上，不論其目的是為塑造、平整或發展該地段或承授人於批地文件條款下須進行的其他工程或為任何其他目的而進行，承授人須自費進行及建造該等有需要之斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或附屬或其他工程，以保護及支持該地段內的該等土地及任何相鄰或毗連之政府土地或已出租土地，及排除及預防其後發生的任何泥土剝落、山泥傾瀉或土地下陷。承授人須在整個批地文件批租年期內，自費保養上述土地、斜坡整理工程、擋土牆或其他支撐、防護措施、排水系統或附屬或其他工程，並保持在良好和修繕妥當的狀態，致使署長滿意。
- (b) 若由於承授人進行的塑造、平整、發展或者其他工程或其他任何原因而於任何時間內造成任何泥土剝落、山泥傾瀉或土地下陷，不論處於或來自該地段內的任何土地或來自任何相鄰或毗連之政府土地或已出租土地，承授人須自費修葺使之恢復原狀致使署長滿意，並須就直接或間接因該等泥土剝落、山泥傾瀉或土地下陷而起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府、其代理及承辦商及使其維持獲彌償。
- (c) 署長有權書面要求承授人進行、建造及保養上述土地、斜坡整理工程、擋土牆、或其他支撐、防護措施和排水系統或附屬或其他工程，或就任何泥土剝落、山泥傾瀉或土地下陷進行修葺使之恢復原狀，且如承授人忽略或未能在指明期限內遵行該通知致使署長滿意，署長可立即執行和進行任何有需要的工程，而承授人須應要求向政府償還該工程的費用並連同任何行政及專業收費及開支。

N. 批地文件特別條款第(37)條規定若於發展或重新發展該地段或其任何部分時曾安裝預應力地錨，承授人須於該等預應力地錨的使用期限內自費進行定期保養及定期監測致使署長滿意，並且在署長不時全權酌情要求時提交上述保養及監測的報告及資料。如承授人忽略或未能進行所須的監測工程，署長可立即執行和進行所須的監測工程，而承授人須應要求向政府歸還該工程的費用。

O. 批地文件特別條款第(38)條規定：

- (a) 倘若該地段或其他受開發該地段所影響的區域之泥土、廢土、瓦礫、建築廢料或建材(「該等廢料」)遭侵蝕、沖洗或傾倒在公共巷徑或道路上，或路旁暗渠、前濱或海牀、污水渠、雨水渠或溝渠或其他政府物業(「該等政府物業」)，承授人須自費清理該等廢料並修葺該等廢料對該等政府物業造成的損壞。承授人須就直接或間接因上述侵蝕、沖洗或傾倒對私人物業造成的任何損壞或滋擾而起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。
- (b) 署長可以(惟沒有義務)應承授人要求清理該等廢料並修葺該等廢料對該等政府物業造成的損壞，而承授人須應要求向政府支付有關費用。

P. 批地文件特別條款第(40)條規定：

- (a) 承授人須自費建造及保養署長認為必要的排水渠及溝渠(不論位於該地段範圍內或政府土地上亦然)，以將落在或流經該地段上的雨水截流並排送至就近的河道、集水井、溝渠或政府雨水渠，致使署長滿意。承授人須就直接或間接因上述雨水造成的任何損壞或滋擾而起或與之有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序承擔全部責任並向政府及其官員作出彌償及使其維持獲彌償。

- (b) 將該地段任何排水渠及污水渠與已鋪設及投入運作的政府雨水渠及污水渠連接的工程，可由署長進行(惟署長不須就進行連接工程引起的損失或損壞對承授人負責)，而承授人須應要求向政府支付該接駁工程之費用。另一選擇是，承授人可自費進行該接駁工程致使署長滿意，而在該情況下，於政府土地上建造的上述連接工程任何部分須由承授人自費保養，並須應要求將之交回政府，由政府出資作日後保養，而承授人須應要求向政府支付該接駁工程之技術審核用。如承授人未有保養政府土地上建造的上述連接工程，署長可以自行進行其認為必需的該等保養工程，而承授人須應要求向政府支付有關費用。

Q. 批地文件特別條款第(44)條規定：

- (a) 承授人須於2028年12月31日或之前或經署長批准的其他期限內，自費並致使水務監督(根據《水務設施條例》、其任何附屬規例及任何修訂法例定義(「水務設施條例」))在各方面滿意在該地段或其任何部分或其上已或將建的任何建築物內按批地文件特別條款第(44)(b)條所述的經批准的自動讀表分站建議及水務設施條例提供和安裝一個或多個食水供應自動讀表分站及水務監督全權酌情可能要求的設施和相關設備(「自動讀表分站」)。
- (b) 承授人應自費並致使水務監督在各方面滿意，向水務監督提交或安排提交有關自動讀表分站的供應和安裝的書面建議(「自動讀表分站建議」)，以供其批准，其中包含水務監督全權酌情可能要求的信息和詳情，包括但不限於：
- (i) 顯示自動讀表分站位置的佈局圖；
- (ii) 建立自動讀表分站的設計、佈局和設備詳情；及
- (iii) 指定或將指定用於容納自動讀表分站並便於檢查和維護的區域或空間的詳細信息(經水務監督批准的該區域或空間下稱「該區域或空間」)。
- (c) 在水務監督根據批地文件特別條款第(44)(b)條書面批准自動讀表分站建議之前，不得在該地段開始自動讀表分站的供應或安裝工程。根據批地文件特別條款第(44)(b)條批准的自動讀表分站建議提供及安裝的自動讀表分台下稱「核准的自動讀表分站」。
- (d) 承授人應自費並在各方面令水務監督滿意的情況下，運營、維護和修理核准的自動讀表分處於良好維修和運行狀態，直至核准的自動讀表分站根據批地文件特別條款第(44)(g)條交付給水務監督。
- (e) 不得在該區域或空間的上方、下方或內部搭建或安置的任何構築物、物體或材料，以致可能妨礙或干擾視查、檢查、操作、維護、修理、更新、拆除、拆除、更換及重置核准的自動讀表分站。如果水務監督認為(其意見為最終並對承授人有約束力)，在該區域或空間的上方、下方或內部搭建或安置的構築物、物體或材料可能會妨礙或干擾核准的自動讀表分站的視查、檢查、操作、維護、修理、更新、拆除、移除、更換或重置，水務監督有權以書面形式通知要求承授人自行承擔費用並在各方面令水務監督滿意的情況下拆除或移除上述構築物、物體或材料，並在通知規定的期限內恢復該區域或空間。
- (f) 如果承授人未履行任何批地文件特別條款第(44)(a)、(d)或(e)條規定的義務，水務監督可進行必要的工程，惟費用由承授人支付，就此承授人須應水務監督要求向水務監督繳付一筆款項，數額等於上述工程之費用，該數額由水務監督釐定，此決定為最終決定並對承授人具約束力。
- (g) 核准的自動讀表分站或其任何要求的分站應由承授人在水務監督書面指定的日期交付給水務監督，並且在任何情況下於署長發來信函之日，表明本批地文件所載的條款已得到遵守，令其滿意，應被視為已交付給水務監督。

- (h) 承授人須在整個批租年期內允許水務監督、其官員、承辦商、代理人、他們的工人以及水務監督授權的任何人員，不論是否備有工具、設備、裝置、機器或汽車，有權自由及不受限制免費進出、返回及通過該地段或其任何部分與該地段已或將會建的建築物或其任何部分、旨在：

- (i) 視查、檢查和監督承授人根據批地文件特別條款第(44)(a)、(d)和(e)條要求進行的任何工程；

- (ii) 進行批地文件特別條款第(44)(f)條下的任何工程；及

- (iii) 在按照批地文件特別條款第(44)(g)條將核准的自動讀表分站或其任何核准的自動讀表分站交付給水務監督後，視查、檢查、操作、維護、修理、更新、拆除、移除、更換或重置核准的自動讀表分站或其任何核准的自動讀表分站，以及水務監督認為有必要進行的任何其他工程。

- (i) 就任何對承授人或任何其他人所造成或承授人或任何其他人員蒙受的損失、損壞、滋擾或干擾，不論是否因承授人履行或未能履行批地文件特別條款第(44)(a)、(d)及(e)條之責任；或水務監督、其官員、承辦商、代理人、他們的工人或水務監督授權的任何其他人員行使或不行使任何批地文件特別條款第(44)(f)及(h)條所賦予的權利或其他權利，政府概不承擔任何義務或責任，承授人亦不得向政府就該等損失、損壞、滋擾或干擾提出任何申索。

- (j) 承授人須就不論是否因承授人履行或未能履行批地文件特別條款第(44)(a)、(d)及(e)條之責任；或水務監督、其官員、承辦商、代理人、他們的工人或水務監督授權的任何人員行使或不行使任何批地文件特別條款第(44)(f)及(h)條所賦予的權利而直接或間接引起或附帶的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

- R. 批地文件特別條款第(45)條規定，受制於日後有水務監督認為適合接駁至該地段的政府水管，承授人可獲同意以暫時水管食水沖廁，但承授人須安裝適用於鹹水的水管並在日後有鹹水或經處理污水供應時使用鹹水或經處理污水。

- S. 批地文件一般條款第4條規定倘因承授人違反批地文件的條款又或毗連或毗鄰土地或該地段受損或出現泥土或地下水污染，而署長(其意見將作終論並對承授人具約束效力)認為有關損害或泥土或地下水污染乃因承授人使用該地段或建於該處任何發展項目或重建項目或其任何部分又或承授人於該地段進行任何活動或執行任何工程所致，則不論承授人使用該地段、發展或重建、進行活動或執行工程乃遵從或違反此等批地條款，承授人須就任何由此直接或間接引起有關或附帶之任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動或其他程序彌償政府及使其維持獲彌償。

T. 批地文件一般條款第10條規定：

- (a) 當承授人未能或忽略履行、遵守或遵從批地文件條款，政府有權收回及重新管有該地段或其任何部分以及所有或任何於該地段或其任何部分上之建築物、搭建物及工程，及承授人於批地文件下的權利隨即完全停止及終止(若僅收回一部份，則為有關該部份的權利)，但無損政府就違反、不遵守或不履行批地文件任何條款及條件時享有的權利、補救方法及申索權。

- (b) 當該地段被收回，承授人無權獲得任何地價退款、就該地段及其上之建築物的價值之任何款項或賠償，或承授人在準備、建造或發展該地段或其任何部分或為其他目的所花費的任何金額。

- U. 批地文件特別條款第(2)條規定承授人確認在舊地段內建有建築物及結構物。承授人承諾會自費拆除上述在舊地段的建築物及結構物。就任何因上述建築物及結構物之存在對承授人所造成或承授人蒙受的損壞、滋擾或干擾，政府概不承擔任何責任或義務，承授人須就直接或間接因上述建築物及結構物之存在或隨後拆卸和拆除而引起的任何形式之責任、申索、損失、損害賠償、費用、開支、成本、索求、法律行動及其他程序彌償政府及使其維持獲彌償。
- V. 批地文件特別條款第(4)(b)條規定該地段之授予受所有及任何於批地文件日期已存在且與批地文件同意授予之地段或其任何部分有關的權利、申索、法律行動、其他程序及責任(不論是否因逆權管有或以其他方式而產生)所規限。
- W. 批地文件特別條款第(8)條規定未經署長事先書面批准，不得移除或干擾該地段上或其相鄰所生長的樹木。署長於給予批准時可附加他認為合適之移植、補償環境美化或重新種植條件。
- X. 批地文件特別條款第(24)(a)(iv)、(b)(iii)、(c)(ii)、(d)(ii)、(e)、(26)(a)(iii)、(b)及(d)(ii)條規定：
- (a) 住客車位及訪客車位不得用作按批地文件特別條款第(24)(a)(i)及(a)(iii)條列明之外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (b) 辦公室車位及非工業車位不得用作停泊按《道路交通條例》獲發牌之汽車外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (c) 傷殘人士車位不得用作供傷殘人士停泊按《道路交通條例》獲發牌之汽車外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (d) 住客電單車車位、辦公室電單車車位及非工業電單車車位不得用作停泊按《道路交通條例》獲發牌之汽車外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (e) 單車車位不可用作停泊單車以外的用途。
 - (f) 酒店客房車位及酒店車位不得用作停泊按《道路交通條例》獲發牌之汽車外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (g) 酒店傷殘人士車位不得用作供傷殘人士停泊按《道路交通條例》獲發牌之汽車外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。
 - (h) 供與酒店有關的貨車上落貨的車位及供汽車(包括計程車)、觀光巴士或長途汽車上落乘客的車位不得用作按批地文件分別列明之用途外的其他用途，尤其不得用作存放、展示或展覽汽車作招售等用途或作提供汽車清潔及美容服務之用途。

- Y. 批地文件特別條款第(39)條規定承授人須於任何時候，特別是於進行建造、保養、更新或維修工程(「該等工程」)時，採取或安排採取恰當及足夠的謹慎、技巧及預防措施，以免使置於或行經該地段或其任何組合或其任何部分之上、之下或相鄰的任何政府或其他現存的排水渠、水道或河道、主水管、道路、行人徑、街道設施、污水渠、溝渠、管道、電纜、電線、公用服務或任何其他工程或裝置(「該等服務」)遭受損壞、干擾或阻礙。承授人須於進行任何該等工程前進行或安排進行所需的適當搜查及勘探，以確定該等服務之位置及高度，及須就如何處理或會受該等工程影響之該等服務向署長提交書面建議書供其就各方面批核，且不得於署長就該等工程及上述建議書發出書面批准前進行任何工程。承授人須遵守及自費達成署長於發出上述批准時可就該等服務施加的要求，包括任何必要的改道、重鋪或恢復原狀的成本。承授人須自費在各方面維修、修葺使恢復原狀所有由該等工程以任何方式引起的對該地段或任何該等服務造成的損壞、干擾或阻礙，致使署長滿意(溝渠、污水渠、雨水渠或主水管除外，其之修葺須由署長進行(除非署長另有決定)，且承授人須應政府要求向其支付上述工程之費用)。若承授人未能對該地段或其任何部分或任何該等服務進行任何所需之改道、重鋪、維修、修葺及使之恢復原狀致使署長滿意，署長可進行其認為有需要之改道、重鋪、維修、修葺及使之恢復原狀，且承授人須應政府要求向其支付上述工程之費用。

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、承讓人及(如為法團)其繼承人和承讓人。
2. 本節中提述「該地段」一詞指批地文件中的地段(即「該土地」)。

08 | WARNING TO PURCHASERS 對買方的警告

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| <p>a) The purchaser is hereby recommended to instruct a separate firm of solicitors (other than that acting for the vendor) to act for the purchaser in relation to the transaction.</p> <p>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.</p> <p>c) If the purchaser instructs the firm of solicitors acting for the vendor to act for the purchaser as well, and a conflict of interest arises between the vendor and the purchaser:</p> <ul style="list-style-type: none">(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. <p>d) In the case of paragraph (c)(ii) above, 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.</p> | <p>a) 謹此建議買方聘用一間獨立的律師事務所(代表賣方行事者除外)，以在交易中代表買方行事。</p> <p>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。</p> <p>c) 如買方聘用代表賣方行事的律師事務所同時代表買方行事，而賣方與買方之間出現利益衝突：</p> <ul style="list-style-type: none">(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。 <p>d) 如屬上述(c)(ii)段的情況，買方須支付的律師費用總數，可能高於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。</p> |
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09 | GOVERNMENT RENT 地稅

The vendor is liable for the Government rent payable for the parking space up to and including the date of completion of the sale and purchase of that parking space. (i.e. the date of the assignment of that parking space)

賣方有法律責任繳付車位直至並包括該車位買賣完成日(即該車位轉讓契日期)之地稅。

10 | MISCELLANEOUS PAYMENTS BY PURCHASER 買方的雜項付款

On the delivery of the vacant possession of the parking space to the purchaser, the purchaser is liable to reimburse the Vendor for a due proportion of the deposits for water, electricity and gas (if any) to the common part of the Development whether or not the amount of deposits is yet to be ascertained at the date on which this sales brochure is printed.

在向買方交付車位在空置情況下的管有權時，買方須負責向賣方補還發展項目公用部分的水、電力及氣體的按金（如有）的適當分攤，不論於本銷售說明印製日期按金之金額已經確定與否。

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

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

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

12 | MAINTENANCE OF SLOPES 斜坡維修

Not Applicable

不適用

13 | ADDITIONAL INFORMATION 附加資料

1. The purchaser is required to agree with the Vendor in the Agreement for Sale and Purchase to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Parking Space, sub-sell the Parking Space or transfer the benefit of the Agreement for Sale and Purchase of the 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 of a parking space, agrees (at its own discretion) to cancel an 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 5% of the purchase price 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 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 Development as well as the total construction costs and the total professional fees expended and paid as at the end of the month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK\$100 per request.
1. 買方須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停車位，或轉讓該停車位，或轉移該停車位的正式合約的權益。
 2. 如停車位的買方有此要求，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售價百份之五的款額。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. 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發展項目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。

14 | DATE OF PRINTING OF SALES BROCHURE 本銷售說明書印製日期

Date of printing of this Sales Brochure: 3 November 2025

本銷售說明書印製日期：2025年11月3日

