

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 期數位於粉嶺上水市地段第262號(「該地段」)。
2. 「該地段」是根據2017年12月27日的換地協議及條款所訂，並於土地註冊處註冊的《新批土地契約》第22584號(「批地文件」)向「政府」承批，批租年期為50年，由2017年12月27日開始生效。
3. 「批地文件」特別條款第(11)條規定：

「該地段」或其任何部分或現已或將會興建於其上的任何建築物或任何部分，除作為私人住宅用途外，不可作任何其他用途。
4. 「批地文件」一般批地條款第4條規定：

「承批人」如有違反此等條款，或導致毗連或毗鄰土地或「該地段」損害或泥土及地下水污染，而地政總署署長(下稱「署長」)(其意見將作最終論並對「承批人」具約束力)認為上述損害或泥土及地下水污染是因「承批人」使用「該地段」、或發展或重建「該地段」或其任何部分、或於「該地段」上進行任何活動或工程所致，不論該使用、發展或重建、活動或工程乃遵從或違反此等條款亦然，「承批人」須時刻彌償「政府」所有由此導致的訴訟、法律程序、責任、訴求、費用、開支、損失(財務或其他性質)及索償。
5. 「批地文件」一般批地條款第6條規定：
  - (a) 「承批人」須於整個租約期內就根據此等條款進行的建築或重建(該詞語指本一般批地條款(b)款指的重建)：
    - (i) 按已批准的設計與規劃及任何已批准的建築圖則保養所有建築物，不得對其作出改變或更改；及
    - (ii) 保養所有已興建或今後可能按此等條款或其隨後任何契約修訂本興建的所有建築物，以保持其修葺良好堅固和狀況良好，並在租約期滿或提前終止時以同樣的修葺狀況交回。
  - (b) 倘若在租約期內任何時間拆卸當時在「該地段」或其任何部分之上存在的任何建築物，「承批人」須以相同類型和不少於原有總樓面面積的健全及堅固的一幢或多幢建築物或「署長」批准的類型和價值的一幢或多幢建築物作為代替。倘若進行上述拆卸，「承批人」須在該拆卸的1個曆月內向「署長」提出申請以取得其同意在「該地段」進行重建的建築工程，並在收到上述同意後的3個曆月內展開所需的重建工程及在「署長」規定的時限內完成，以令「署長」滿意。
6. 「批地文件」一般批地條款第8條規定：

此等條款訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於批租土地範圍，並且無論屬何情況，必須在「政府」要求時免費交還給「政府」。如向「政府」交還上述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠(包括污水及雨水渠)、渠道及路燈建設工程，費用由「承批人」支付，其後則以公帑保養。如上述私家街、私家路及

後巷仍屬於批租土地一部分，「承批人」須自費在該處提供照明、路面、路緣石、排水渠、渠道及保養，以全面令「署長」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和保養，「承批人」須承擔路燈安裝工程資本開支，並且允許工人及車輛自由進出批租土地範圍，以便安裝和保養路燈。

7. 「批地文件」特別條款第(2)條規定：
  - (a) 「承批人」確認在舊地段上建有建築物及結構物(以下統稱「現存建築物及結構物」)，「承批人」承諾會自費拆卸和拆除舊地段上的「現存建築物及結構物」，令「署長」全面滿意。
  - (b) 「承批人」又確認「現存建築物及結構物」含有或可能含有含石棉物料。在「該地段」進行任何建築工程(包括但不限於本特別條款(a)款指的拆卸和拆除工程)之前，「承批人」須自費聘請註冊石棉顧問對「現存建築物及結構物」內可能存在的任何含有含石棉的物料進行調查，並在必要時向環境保護署署長提交石棉調查報告和消除石棉建議。「承批人」須自費進行涉及使用或處理任何含石棉物料的工程，令環境保護署署長全面滿意。就此等條款而言，「建築工程」的定義應符合《建築物條例》、其附屬法例，及其任何修訂法例的釋義。
  - (c) 倘若因「現存建築物及結構物」的存在、含石棉物料存在，或進行本特別條款(a)或(b)款所指的工程，令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何義務或責任。「承批人」須就「現存建築物及結構物」的存在、其後的拆卸和拆除、含石棉物料的存在，或進行本特別條款(a)或(b)款所指的工程，直接或間接引起或導致的所有責任、索償、費用、開支、損失、訴求、訴訟或其他法律程序向「政府」時刻作出彌償。「承批人」不得就此等損失、損害、滋擾或騷擾向「政府」索償。
8. 「批地文件」特別條款第(5)條規定：
  - (a) 「承批人」須：
    - (i) 在2023年12月31日\*(或由「署長」批准的其他日期)或之前，自費並全面令「署長」滿意鋪設、形成和進行園景美化附圖一標示為黃色範圍(下稱「黃色範圍」)(「黃色範圍」中用作本文特別條款第(36)(a)(i)條所指的車輛通行處通往馬適路車輛通路除外，但該部分的路線須經「署長」批准)，其方式、材料、標準、水平、路線和設計須經「署長」批准；及  
  
\* (註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)
    - (ii) 自費保養「黃色範圍」或其任何部分使其狀況良好，並令「署長」滿意，直至「黃色範圍」或其任何部分的管有權根據本文特別條款第(7)條重新交付給「政府」為止。
  - (b) 倘若「承批人」未能在指定日期內履行本特別條款(a)款下的義務，「政府」可進行必要的工程，費用由「承批人」負責，「承批人」須按要求向「政府」支付相等於該等費用的金額，該金額由「署長」決定，其決定作最終論並對「承批人」具約束力。

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- (c) 倘若因「承批人」履行本特別條款(a)款的義務或「政府」行使本特別條款(b)款等的權利或其他情況導致或令「承批人」或任何其他人士蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任。「承批人」不得就任何該等損失、損害、滋擾或騷擾向「政府」作出索償。

### 9. 「批地文件」特別條款第(6)條規定：

- (a) 「承批人」須在2023年12月31日\*(或由「署長」批准的其他日期)或之前，自費令「署長」滿意，在附圖一所標示為黃色加黑點範圍(下稱「黃色加黑點範圍」)(「黃色加黑點範圍」中用作本文特別條款第(36)(a)(i)條所指的車輛通行處通往馬適路的車輛通路除外，但該部分的路線須經「署長」批准)進行及完成「署長」行使絕對酌情決定權指示的土力勘探工程、斜坡處理、山泥傾瀉預防、緩解及補救工程及環境美化工程。「承批人」須在管有「黃色加黑點範圍」或其任何部分的任何時間內，自費保養「黃色加黑點範圍」，包括該處所有土地、斜坡處理工程、護土結構、排水及任何其他工程，以保持其修葺妥當及狀況良好，令「署長」滿意。如「黃色加黑點範圍」或其任何部分於「承批人」於其管有期間發生山泥傾瀉、地陷或土地滑土，「承批人」須自費修復，令「署長」滿意。而倘若「署長」認為任何毗連或毗鄰地方因此受影響(其的決定作最終論並對「承批人」具約束力)，亦須一併修復。「承批人」須向「政府」、其代理及承辦商彌償由此招致的所有索償、訴訟、開支和費用。「承批人」須在其管有「黃色加黑點範圍」或其任何部分的任何時間確保「黃色加黑點範圍」無任何非法挖掘或棄置。如事前獲「署長」書面批准，「承批人」可架設圍欄或其他屏障防止此等非法挖掘或棄置。如有違反任何此等條款，「署長」除擁有本文訂明的其他權利或補償權外，也有權隨時發出書面通知要求「承批人」進行土力勘探工程、斜坡處理、山泥傾瀉預防、緩解及補救工程，以及保養修復或還原任何受山泥傾瀉、地陷或土地滑土影響的土地、結構或工程。如「承批人」疏忽或未能令「署長」滿意於指明期限內履行通知的規定，「署長」可於期限屆滿後執行和進行所需的工程，「承批人」須在接獲通知時向「政府」償還有關的費用。

\* (註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)

- (b) 即使本特別條款(a)款有任何規定，「承批人」就「黃色加黑點範圍」或其任何部分的義務和權利將在「政府」就此作出通知時完全終止。「承批人」不得就該終止而引致的任何損失、損害、滋擾或開支而向「政府」、「署長」或其授權官員提出索償。但是，該終止不會損害「政府」對任何先前違反、不履行或不遵守本特別條款(a)款的權利或補救措施。

### 10. 「批地文件」特別條款第(7)條規定：

僅為進行本文特別條款第(5)條及第(6)條規定的必要工程，「承批人」於本協議日獲「黃色範圍」及「黃色加黑點範圍」的管有權。「承批人」須在「政府」要求時在「署長」發出信函的指定日期把「黃色範圍」及「黃色加黑點範圍」或其任何部份交回給「政府」。惟「政府」無義務按「承批人」的要求收回「黃色範圍」及「黃色加黑點範圍」或其任何部分的管有權，但可以在其認為適當時收回。

### 11. 「批地文件」特別條款第(8)條規定：

未經「署長」事先書面同意，「承批人」不得將「黃色範圍」及「黃色加黑點範圍」用作儲物或興建任何臨時結構物或用作進行本文特別條款第(5)條和第(6)條規定的工程以外的任何其他用途或用作本文特別條款第(5)條和第(6)條規定的通道，或用作本文特別條款第(48)條規定的「現有行人路」。

### 12. 「批地文件」特別條款第(9)條規定：

「承批人」須於管有「黃色範圍」及「黃色加黑點範圍」或其任何一個或多個部分的所有合理時間內，批准「政府」、「署長」及其官員、承辦商、代理，及獲「署長」授權的任何人士有權通行、進出、往返及行經「該地段」、「黃色範圍」及「黃色加黑點範圍」，以便視察、檢查及監督遵照本文特別條款第(5)(a)條及第(6)(b)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別條款第(5)(b)條及第(6)(a)條規定的工程，及「署長」認為於「黃色範圍」內及「黃色加黑點範圍」內必要的任何其他工程。

### 13. 「批地文件」特別條款第(10)條規定：

「承批人」須發展「該地段」，興建於其上一幢或多幢全面符合此等條款及目前或任何時間在香港實施的關於建築、衛生、規劃的所有法例、附例和規例的建築物，該一幢或多幢建築物須在2023年12月31日\*或之前竣工並可入伙。

\* (註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)

### 14. 「批地文件」特別條款第(12)條規定：

受制於此等條款，「該地段」或其任何部分進行的發展或重建(該詞純粹指本文一般批地條款第6條所指的重建項目)：

- (a) 現已或將會興建於「該地段」上的任何一幢或多幢建築物必須全面遵從《建築物條例》、其附屬法例，及其任何修訂法例的規定；
- (b) 在「該地段」上或其任何部分或此等條款所規定「該地段」外任何一個或多個範圍興建的任何一幢或多幢建築物，又或「該地段」或其任何部分或此等條款規定的「該地段」外任何一個或多個範圍的任何發展或使用，必須全面遵從《城市規劃條例》、其附屬法例，及其任何修訂法例的規定，否則不得進行；
- (c) 現已或將會興建於「該地段」上的任何一幢或多幢建築物的總樓面面積須不少於33,993平方米及不超過56,654平方米；
- (d) 任何建築物或其他結構物的任何部分連同其任何加建物或裝置(如有)：
- (i) 如在現已或將會興建於「該地段」上在附圖一標示為粉紅色範圍，總高度不得高於香港主水平基準75米；及



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- (ii) 如在現已或將會興建於「該地段」上在附圖一標示為粉紅色加紅色邊界範圍，總高度不得高於香港主水平基準60米，

或由「署長」全權酌情批准的其他高度限制，而「承批人」須支付「署長」決定的任何地價和行政費用，前提是：

- (I) 機房、空調、水箱、樓梯間和類似的屋頂結構可豎立或放置在建築物的屋頂上，以超過本特別條款(d)(i)款及(d)(ii)款所列的高度限制，條件是上述屋頂結構的設計、大小和規劃須令「署長」滿意；及
  - (II) 「署長」在決定建築物或構築物的高度時，可全權酌情決定排除本文特別條款第(55)(b)(i)(II)條所述的任何構築物或地面空間；
- (e) (i) 除非事前獲「署長」書面批准，否則現已或將會興建於「該地段」上任何建築物或建築物群的面牆伸展長度不可達到或超過60米；及
- (ii) 就本特別條款(e)(i)款而言：
- (I) 「署長」就何謂建築物的決定作最終論並對「承批人」具約束力；
  - (II) 如任何兩幢現已或將會興建於「該地段」上的建築物的最短水平距離不足15米，即被視作建築物群；
  - (III) 「署長」就何謂現已或將會興建於「該地段」上一幢建築物或建築物群的面牆伸展長度的決定作最終論並對「承批人」具約束力；
  - (IV) 在計算本特別條款(e)(i)款指的面牆伸展長度時，須計入兩幢建築物之間的空隙。「署長」就計算方法的決定作最終論並對「承批人」具約束力；及
- (f) 現已或將會興建於「該地段」上任何一幢或多幢建築物的設計和規劃必須受制於「署長」的書面批准。在取得此批准前，「該地段」上不可開展任何建築工程(地盤平整工程、地面勘測，及本文特別條款第(2)(a)條所指的拆除和拆除工程除外)。就此等條款而言，「土地勘測」、「地盤平整工程」的定義應符合《建築物條例》、其附屬法例，及其任何修訂法例的釋義。

### 15.「批地文件」特別條款第(14)條規定：

- (a) 「承批人」可於「該地段」內興建、建造及提供經「署長」書面批准的康樂設施及其附帶設施(下稱「該等設施」)。「該等設施」的種類、大小、設計、高度及規劃亦須事先取得「署長」書面批准。
- (b) 為計算本文特別條款第(12)(c)條的全部總樓面面積，受限於本文特別條款第(55)(d)條，依照本特別條款(a)款於「該地段」提供的「該等設施」中的任何部分，如供「該地段」一幢或多幢現已或將會興建的住宅大廈的住戶及其真正訪客公用與共享，一律不計算在內。至於其餘的「該等設施」，倘若「署長」認為並非作上述公共用途，則會計入總樓面面積。

- (c) 倘若「該等設施」的任何部分根據本特別條款(b)款獲豁免計入總樓面面積(下稱「獲豁免設施」)：

- (i) 「獲豁免設施」須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」；
- (ii) 「承批人」須自費保養「獲豁免設施」，以保持其修葺妥當及狀況良好，並運作「獲豁免設施」，令「署長」滿意；及
- (iii) 「獲豁免設施」只可以供「該地段」上現已或將會興建的一幢或多幢住宅大廈的住戶及其真正訪客使用，任何其他人士不得使用。

### 16.「批地文件」特別條款第(15)條規定：

在「該地段」上或毗連的樹木，不得在未得到「署長」事先書面同意的情況下遭移除或受干擾。而「署長」在給予同意時，可以施加其認為合適的，關於移植、補償性園景美化或重植的條款。

### 17.「批地文件」特別條款第(16)條規定：

- (a) 「承批人」須自費向「署長」提交園景設計圖，列明擬遵照本特別條款(b)款在「該地段」內提供各園景工程的位置、規劃和佈局，以供「署長」批准。
- (b) (i) 「該地段」須有不少於20%面積種植樹木、灌叢或其他植物。
- (ii) 本特別條款(b)(i)款指的20%面積中，須有不少於50%範圍(下稱「綠化範圍」)設於「署長」全權酌情決定的位置或水平，以確保「綠化範圍」在行人視線之內或可供進入「該地段」的任何人士通行。
- (iii) 「署長」就「承批人」所建議園景工程是否如本特別條款(b)(i)款指為20%面積的決定作最終論並對「承批人」具約束力。
- (iv) 「署長」可全權酌情接納「承批人」建議的其他非種植綠化特色，以取代種植樹木、灌叢或其他植物。
- (c) 「承批人」須按照經批准的園景設計圖自費在「該地段」進行園景工程，令「署長」全面滿意。除非事前獲「署長」書面批准，否則不得對已批准的園景設計圖作任何修改、更改、改動、改變或替代。
- (d) 「承批人」其後須自費保養和維修園景工程，以至安全、清潔、整齊、井然及健康，全面令「署長」滿意。
- (e) 按照本特別條款進行園景工程的一個或多個範圍，須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」。

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

### 18. 「批地文件」特別條款第(17)條規定：

(a) 可在「該地段」內提供看更或管理員或兩者的辦公設施，條件是：

- (i) 「署長」認為該等辦公設施對在「該地段」上現已或將會興建的建築物的安全、保安及良好管理是必不可少的；
- (ii) 該等辦公設施不得用作「該地段」全職及必要聘請的看更或管理員或兩者的辦公設施以外的任何用途；及
- (iii) 辦公設施的位置須事先經「署長」書面批准。

就本特別條款(a)款而言，辦公設施不得設置在「該地段」上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。「署長」就一建築物是否為或擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。

(b) (i) 為計算本文特別條款第(12)(c)條的總樓面面積，受制於本文特別條款第(55)(d)條，將不會計算根據本特別條款(a)款在「該地段」提供的辦公設施，如不超過以下(I)或(II)的較小者：

- (I) 在「該地段」上現已或將會興建的建築物總樓面面積的0.2%；
- (II) 在「該地段」上現已或將會興建的每50個住宅單位或其部分的面積為5平方米，或在「該地段」上現已或將會興建的每幢住宅大廈的面積為5平方米，以計算得出較大的樓面面積或「署長」書面批准更大的樓面面積為準。就此等條款而言，「署長」就是否構成一個住宅單位的決定作最終論並對「承批人」具約束力。

任何超過上述(I)或(II)中較小者的總樓面面積，須計入該計算。

- (ii) 在計算本特別條款(b)(i)(I)款所指的在「該地段」上現已或將會興建的建築物的總樓面面積時，不應計算在根據此等條款不計入現已或將會興建的建築物的總樓面面積的計算中的地面空間。「署長」的決定作最終論並對「承批人」具約束力。
- (c) 就本特別條款(b)款而言，任何擬作單一家庭住宅用途的獨立屋、半獨立屋或排屋均不可視為一幢住宅大廈。「署長」就何謂獨立屋、半獨立屋或排屋或該屋是否構成或擬作單一家庭住宅的決定作最終論並對「承批人」具約束力。
- (d) 按照本特別條款(a)款在「該地段」內提供的看更或管理員辦公設施，須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」。

### 19. 「批地文件」特別條款第(18)條規定：

(a) 可在「該地段」內提供看更或管理員或兩者的宿舍，條件是：

- (i) 該等宿舍須位於「該地段」上已興建的其中一幢住宅大廈或「署長」書面批准的其他位置；及
- (ii) 該等宿舍不得用作「該地段」全職及必要聘請的看更或管理員或兩者的住所以外的任何用途。

就本特別條款(a)款而言，該等宿舍不得設置在「該地段」上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。「署長」就建築物是否為或擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。

- (b) 為計算本文特別條款第(12)(c)條的總樓面面積，按照本特別條款(a)款在「該地段」內提供的宿舍的總樓面面積如不超過25平方米的，都不計算在內。任何超過25平方米的總樓面面積須計算在內。
- (c) 按照本特別條款(a)款在「該地段」內提供的看更或管理員或兩者的宿舍，須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」。

### 20. 「批地文件」特別條款第(19)條規定：

(a) 可在「該地段」內提供業主立案法團或業主委員會使用的一個辦事處，前提是：

- (i) 該辦事處不得用作為「該地段」及現已或將會興建於其上的建築物而成立的業主立案法團或業主委員會的會議及行政工作以外的任何用途；及
- (ii) 該辦事處的位置須事先經「署長」書面批准。

- (b) 為計算本文特別條款第(12)(c)條的總樓面面積，受限於本文特別條款第(55)(d)條，按照本特別條款(a)款在「該地段」內提供的辦事處總樓面面積如不超過20平方米的，都不計算在內。任何超過20平方米的總樓面面積須計算在內。
- (c) 按照本特別條款(a)款在「該地段」內提供的辦事處，須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」。

### 21. 「批地文件」特別條款第(20)條規定：

- (a) 「承批人」須自費令「署長」全面滿意，按「署長」批准的位置、方式、物料、標準，水平、一致性和設計，鋪設、形成、提供、建造和表面整飾分段行人路或行人道(連同「署長」全權酌情指定的樓梯、坡道、照明設備、自動扶手電梯和殘疾人士電梯)，以達到本特別條款(b)款指定的目的。
- (b) 本特別條款(a)款所指的分段行人路或行人道應採取最短路線並興建上蓋，其建造及設計以符合以下要求：
  - (i) 按「署長」批准的位置及高度與將會建於「該地段」上的每幢建築物接通；及
  - (ii) 接通「該地段」所有主要設施，包括在該處提供的住宅大廈、開放範圍及社區設施。



# 15 批地文件的摘要

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- (c) 「承批人」須在本文協定批授的整個年期內自費保養本特別條款要求提供的分段行人路或行人道(連同樓梯、坡道、照明設備、自動扶手電梯和殘疾人士電梯)，以保持其修葺妥當及狀況良好，令「署長」滿意。
- (d) 「承批人」須自費並令「署長」全面滿意，提供一條6米寬的行人路，以連接本文特別條款第(21)(a)條指的「行人天橋連接點」及「該等行人天橋」(下稱「行人走廊」)。
- (e) 「承批人」須在完成本文特別條款第(21)(a)條指的任何一條「該等行人天橋」的連接工程後，並在其後本文協定批授的整個年期內，開放本特別條款(d)款要求提供的「行人走廊」給公眾每天24小時免費使用，並不會受到任何干擾。
- (f) 茲明確同意、聲明及規定，就本特別條款(e)款向「承批人」施加的義務，不等如「承批人」打算授予、或「政府」同意授予公眾有關「行人走廊」的通道權。
- (g) 明確同意並聲明，本特別條款(e)款向「承批人」施加的義務，將不會引起對任何就額外的地盤覆蓋率或地積比率特許或權利的期望或申索，不論是根據《建築物(規劃)規例》第22(1)條、或其修訂本或替代本等。為免存疑，「承批人」明確放棄就額外的地盤覆蓋率或地積比率特許或權利的任何或全部申索，不論是根據《建築物(規劃)規例》第22(1)條、或其修訂本或替代本等。
- (h) 「署長」可全權酌情自行決定是否將全部「行人走廊」或其任何部分不計入本文特別條款第(12)(c)條指的總樓面面積，其決定作最終論並對「承批人」具約束力。

### 22. 「批地文件」特別條款第(21)條規定：

- (a) 「承批人」須在2023年12月31日\*(或由「署長」批准的其他日期)或之前，自費令「署長」全面滿意，在附圖一標示的Q和Q1點與U和U1點之間或其他「署長」書面批准的地點其上現已或將會興建或的建築物周圍，提供及建造結構支撐和連接點(該等結構支撐和連接點以下統稱「行人天橋連接點」)，及其後維持、保養、管理和維修，以保持其修葺妥當及狀況良好，令「署長」滿意，以迎接在附圖一標示為 "PROPOSED FOOTBRIDGE" 附近的位置將要建造的兩條行人天橋(下稱「該等行人天橋」)，以便在該處興建「該等行人天橋」，及行人可以從「行人走廊」進入和離開「該等行人天橋」。「承批人」須按「署長」要求或批准的高度、水平、寬度、位置、材料、設計、規格、標準和水平建造「行人天橋連接點」。

\* (註：根據一封由地政總署於2020年9月3日致「承批人」的信函，此期限已延後至2024年6月30日。)

- (b) 「政府」和其可授予其該等權利的人士，保留無需支付所有費用並享有支撐權，和將「該等行人天橋」和「行人天橋連接點」在附圖一分別顯示為Q和Q1點和U和U1點的地點或其他「署長」書面批准的地點連接起來的權利。
- (c) 在本文協定批授的整個年期內，「政府」和其可授予其該等權利的人士，保留通行、進出、往返及行經「該地段」或其任何部份的必要權利，及管有「該地段」一個或多個部份的權利，以建造、連接和隨後檢查、維修、管理、修理、更新和拆除「該等行人天橋」。

- (d) 倘若「承批人」未有在規定時限履行本特別條款(a)、(g)款的義務，「政府」可以進行必要的給予、建造、維修、保養及維修工程，費用由「承批人」承擔。「承批人」須按要求向「政府」繳付一筆相等於該費用的款項，款額由「署長」決定，其決定作最終論並對「承批人」具約束力。
- (e) 「承批人」須在本文協定批授的整個年期的所有合理時間內，允許「政府」、其官員、代理、許可人士，及其承辦商及工人或其他獲「政府」授權的人，不論是否帶同工具、設備、機器或車輛，在向「承批人」作出事前通知後，行使權利通行、進出、往返及行經「該地段」或其任何部份及在其現已或將會興建的建築物，以提供、建造、連接和隨後檢查、維修、管理、修理、更新「行人天橋連接點」，及檢驗、檢查和監督本特別條款(a)、(g)款下的工程。
- (f) 「政府」、其官員、代理、許可人士，及其承辦商及工人或其他獲「政府」授權的人，就其行使本特別條款(b)、(c)、(d)、及(e)款下的權利，引起或導致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概不承擔任何責任。「承批人」不得就任何損失、損害、滋擾或騷擾提出申索。
- (g)
  - (i) 倘若「該地段」或其任何部份重新發展而「行人天橋連接點」或其任何部份需要被拆除，如「署長」要求，「承批人」須在「署長」規定的限期內自費並令「署長」全面滿意，建造和完成新結構支撐和連接，以更換「行人天橋連接點」，其設計、規格、標準、水平、材料、寬度、高度和位置須由「署長」批准或要求。
  - (ii) 本特別條款(g)(i)款下已興建或將會興建的任何新結構支撐和連接，此等條款所述的「行人天橋連接點」將被視為指該等新結構支撐和連接。
- (h) 為免存疑，「承批人」在此承認並同意，「政府」絕不保證將來會興建「該等行人天橋」，而「政府」就若沒有興建「該等行人天橋」或其任何部份而引起或導致「承批人」招致或蒙受任何申索、損失、損害，概不承擔任何責任。
- (i) 除非「署長」事先同意，否則不得更改或增加「行人天橋連接點」或其任何部分。
- (j) 本文特別條款第(20)(a)條指的分段行人路或行人道、「行人走廊」及「行人天橋連接點」，須被指定為並構成本文特別條款第(25)(a)(v)條所指的「公用地方」。

### 23. 「批地文件」特別條款第(28)條規定：

- (a)
  - (i) 「該地段」內須設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其附屬法例，及其任何修訂法例持牌而屬於現已或將會興建於「該地段」上一幢或多幢建築物的住戶及其真正賓客、訪客或獲邀人士的車輛(下稱「住宅停車位」)，配置比率如下：
    - (i) 如「該地段」內建有一幢或多幢住宅大廈(擬用作一戶家庭作一個或多個住所的一幢或多幢獨立屋、半獨立屋或排屋除外)，應根據下表所列現已或將會興建於「該地段」上各住宅單位的面積計算，除非「署長」同意有別於下表所列的其他配置比率則屬例外：

| 每個住宅單位的面積          | 擬提供「住宅停車位」數額        |
|--------------------|---------------------|
| 少於40平方米            | 每17.5個住宅單位或不足此數一個車位 |
| 不少於40平方米但少於70平方米   | 每10.2個住宅單位或不足此數一個車位 |
| 不少於70平方米但少於100平方米  | 每3.4個住宅單位或不足此數一個車位  |
| 不少於100平方米但少於130平方米 | 每1.3個住宅單位或不足此數一個車位  |
| 不少於130平方米但少於160平方米 | 每1個住宅單位一個車位         |
| 不少於160平方米          | 每0.8個住宅單位或不足此數一個車位  |

(II) 如「該地段」內建有擬用作一戶家庭作一個或多個住所的一幢或多幢獨立屋、半獨立屋或排屋，配置比率應如下計算：

(A) 此等每幢總樓面面積少於160平方米的洋房配置1個車位；

(B) 此等每幢總樓面面積不少於160平方米但少於220平方米的洋房配置1.5個車位。倘若根據本特別條款(a)(i)(II)(B)款配置的車位數目為小數位數，則上調至下一個之整數；及

(C) 此等每幢總樓面面積為不少於220平方米的洋房配置2個車位。

就本特別條款(a)(i)款而言，「署長」就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。

(ii) 就本特別條款(a)(i)(I)款而言，根據本特別條款(a)(i)(I)款配置的「住宅停車位」總數須分別根據本特別條款(a)(i)(I)款中列表所指，每個住宅單位的面積計算的「住宅停車位」數額之總和。於此等條款而言，關於總樓面面積的「每個住宅單位的面積」一詞指以下(I)與(II)之總和：

(I) 每個由該單位住戶專用和專享的住宅單位之總樓面面積，須由該單位圍牆或矮牆外側開始量度，除非圍牆是分隔兩個毗鄰單位則例外並於該情況下，須由牆中央點開始量度，及須一併量度單位內的內部間隔牆及柱。但為免存疑，不包括單位內的所有於計算本文特別條款第(12)(c)條訂明的總樓面面積時不會連計在內的樓面面積；及

(II) 個別住宅單位按比例分攤的「住宅公用地方」(釋義以下文所訂)總樓面面積，即計算於每個住宅單位圍牆以外供現已或將會興建於「該地段」上一幢或多幢建築物住戶公用與共享的住宅公用地方之總樓面面積。但為免存疑，不包括單位內所有於計算本文特別條款第(12)(c)條訂明的總樓面面積時不會連計在內的樓面面積(該住宅公用地方下稱「住宅公用地方」)，然後依照下列程式按比例分攤予每個住宅單位：

「住宅公用地方」總樓面面積

X

個別住宅單位依照本特別批地條款第(a)(ii)(I)條  
計算之總樓面面積

所有住宅單位依照本特別批地條款第(a)(ii)(I)條  
計算之總樓面面積

(iii) 「該地段」內須設置「署長」滿意的額外車位，以供停泊根據《道路交通條例》、其附屬法例，及其任何修訂法例持牌而屬於現已或將會興建於「該地段」上一幢或多幢建築物的住戶及其真正賓客、訪客或獲邀人士的車輛，配置比率如下，前提是最少須設有2個該等車位：

(I) 如現已或將會興建於「該地段」上任何的一幢住宅大廈設有超過75個住宅單位，每幢住宅大廈配置5個車位；或

(II) 採用「署長」批准的其他比率。

就本特別條款(a)(iii)款而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一幢住宅大廈。「署長」就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。

(iv) 根據本特別條款(a)(i)(I)款及本特別條款(a)(iii)款條提供的車位(可遵照本文特別條款第(31)條規定調整)及根據本特別條款(a)(i)(II)款提供的車位除作該分別訂明的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。

(b) (i) 「承批人」應遵照建築事務監督之規定和批准，在根據本特別條款(a)(i)(I)款及本特別條款(a)(iii)款設置的車位(可遵照本文特別條款第(31)條規定調整)中預留及劃出部分車位供根據《道路交通條例》、其附屬法例，及其任何修訂法例釋義的傷殘人士停泊車輛(此等預留及劃出的車位下稱「傷殘人士停車位」)。前提是，根據本特別條款(a)(iii)款設置的車位(可遵照本文特別條款第(31)條規定調整)最少須預留及劃出1個車位，及「承批人」不得將所有根據本文特別條款第(a)(iii)條設置的車位(可遵照本文特別條款第(31)條規定調整)預留或劃為「傷殘人士停車位」。

(ii) 「傷殘人士停車位」除供根據《道路交通條例》、其附屬法例，及其任何修訂法例界定釋義的傷殘人士停泊屬於現已或將會興建於「該地段」的一幢或多幢建築物的住戶及其真正賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。



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- (c) (i) 「該地段」內須設置「署長」滿意的車位，以供停泊根據《道路交通條例》、其附屬法例，及其任何修訂法例持牌而屬於現已或將會興建於「該地段」上一幢或多幢建築物的住戶及其真正賓客、訪客或獲邀人士的電單車(下稱「電單車停車位」)，配置比率為現已或將會興建於「該地段」上一幢或多幢建築物內每100個住宅單位或不足此數分配1個車位，或採用「署長」批准的其他比率。倘應依照本特別條款(c)(i)設置的車位數目為小數位數，則上調至最接近的整數。就本特別條款(c)(i)款而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋以及此等洋房是否擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。
- (ii) 「電單車停車位」(可遵照本文特別條款第(31)條規定調整)除作本特別條款(c)(i)款訂明的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (d) (i) 除「傷殘人士停車位」外，根據本特別條款(a)(i)(I)款及本特別條款(a)(iii)款提供的每個車位(可遵照本文特別條款第(31)條規定調整)及根據本特別條款(a)(i)(II)款提供的車位必須為2.5米闊及5.0米長，最小淨空高度為2.4米。
- (ii) 每個「傷殘人士停車位」的尺寸須依照建築事務監督要求及批准。
- (iii) 每個「電單車停車位」(可遵照本文特別條款第(31)條規定調整)必須為1.0米闊及2.4米長，最小淨空高度為2.4米，或採用「署長」批准的其他最小淨空高度。
- (iv) 根據本文特別條款第(30)條提供的每個車位必須採用「署長」書面批准的尺寸。

### 24. 「批地文件」特別條款第(29)條規定：

- (a) 「該地段」內須設置「署長」滿意的車位，以供貨車裝卸貨物，配置比率為現已或將會興建於「該地段」上的一幢或多幢建築物內每800個住宅單位或不足此數配置1個車位或採用「署長」批准之其他比率。前提是，現已或將會興建於「該地段」上每幢住宅大廈最少須設置1個上落貨車位。此等上落貨車位應設於每幢住宅大廈內或毗連該處。就本特別條款(a)款而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一幢住宅大廈。「署長」就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。
- (b) 根據本特別條款(a)款提供的每個車位(可遵照本文特別條款第(31)條規定調整)必須為3.5米闊及11.0米長，最小淨空高度為4.7米。此等車位除供現已或將會興建於「該地段」上的一幢或多幢建築物相關的貨車上落貨外，不得作任何其他用途。

### 25. 「批地文件」特別條款第(30)條規定：

「該地段」內須設置「署長」滿意的停車位，以停放屬於在「該地段」上現已或將會興建的建築物的住戶及其真正客人、訪客或被邀請人的人士的單車。單車車位數量以每15個或不足15個住宅單位、關於總樓面面積的每個住宅單位的面積少於70平方米或按署長批准的其他比率計算，提供1個單車停車位。就本特別條款而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。「署長」就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所的決定作最終論並對「承批人」具約束力。

### 26. 「批地文件」特別條款第(33)條規定：

- (a) 即使「承批人」已按「署長」滿意的方式遵守和履行此等條款，「住宅停車位」及「電單車停車位」仍不得：
- (i) 進行轉讓，除非：
- (I) 連同賦予專有權使用及管有現已或將會興建於「該地段」上的一幢或多幢建築物當中一個或多個住宅單位之不分割份數一併轉讓；或
- (II) 承讓的人士現已擁有具專有權使用及管有現已或將會興建於「該地段」上的一幢或多幢建築物當中一個或多個住宅單位的不分割份數；或
- (ii) 分租(除非分租予現已或將會興建於「該地段」上一幢或多幢建築物當中之住宅單位的住戶)，前提是在任何情況下，不得轉讓或分租總數超過3個「住宅停車位」及「電單車停車位」予現已或將會興建於「該地段」上一幢或多幢建築物內任何同一個住宅單位的業主或住戶。
- (b) 即使本特別條款(a)款有任何規定，「承批人」可以在取得「署長」事先書面同意下，將所有「住宅停車位」和「電單車停車位」整體轉讓，但只可轉讓給「承批人」全資擁有的附屬公司。
- (c) 本特別條款(a)款的規定不適用於「該地段」的整體轉讓、分租、按揭或押記。
- (d) 本特別條款(a)款及本特別條款(b)款的規定不適用於「傷殘人士停車位」。

### 27. 「批地文件」特別條款第(34)條規定：

按照本文特別條款第(28)(a)(iii)條及第(29)(a)條(可分別遵照本文特別條款第(31)條規定調整)、「傷殘人士停車位」，及根據本文特別條款第(30)條在「該地段」內提供的車位，須被指定為並構成「公用地方」。

### 28. 「批地文件」特別條款第(36)條規定：

- (a) 「承批人」無權以車輛通行、進出、往返及行經「該地段」，除非：
- (i) 在附圖一顯示及標記為“ROAD L1”的擬建道路(下稱「該道路」)完成之前，在X1和Y1之間的Z1點或「署長」書面批准的其他地點通行；及

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- (ii) 在「該道路」建成後，在附圖一標記為X和Y之間的Z點或「署長」書面批准的其他地點通行。
- (b) 在「該道路」建成後，「承批人」須在「署長」指定的期限內令「署長」全面滿意，自費恢復和美化(i)本特別條款(a)(i)款下所建的車輛通路的範圍；及(ii)本文特別條款第(5)(a)(i)條所指「黃色範圍」部份及本文特別條款第(6)(a)條所指「黃色加黑點範圍」部份用作本特別條款(a)(i)款指的車輛通行處通往馬適路的車輛通路。
- (c) 在「該地段」發展或重新發展時，可准許工程車輛臨時通行，其位置和條件須受「署長」可施加的規定。在「該地段」完成發展或重新發展後，「承批人」須在「署長」指定的期限內令「署長」全面滿意，自費恢復該臨時通行的地方。
- 29.「批地文件」特別條款第(37)條規定：
- 使用臨時淡水沖廁的同意會給予「承批人」，前提是如將來有鹹水或經處理的流出物供應，「承批人」須安裝適合使用鹹水或經處理的流出物的管道及接受鹹水或經處理的流出物供應。
- 30.「批地文件」特別條款第(38)條規定：
- (a) 「承批人」確認在本協議簽署之日，在「該地段」、「黃色範圍」、「黃色加黑點範圍」，和「該地段」旁邊的土地，於附圖一以藍色線標示的地方存在現有的「政府」供水管(下稱「現有政府供水管」)。「政府」不會就「現有政府供水管」的存在而引起或導致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾承擔任何責任。
- (b) 水務監督、其官員、水務監督指派的其他「政府」部門官員、承辦商、許可人士、工人，不論是否由水務監督、其他指定「政府」部門、承辦商或許可人士聘用，不論是否帶同工具、設備、機器或車輛，均有權無限制地通行、進出、往返及行經「該地段」、「黃色範圍」、「黃色加黑點範圍」或其任何部份，以檢查、操作、維修、修復及更新「現有政府供水管」。
- (c) 水務監督或任何本特別條款(b)款所指的該等人士不會就本特別條款(b)款所指行使通行、進出、往返及行經的權利而引起或導致「承批人」招致或蒙受任何損失、損害、滋擾或騷擾承擔任何責任。「承批人」不得就其損失、損害、滋擾或騷擾向「政府」申索。
- (d) 如「承批人」要求改道「該地段」內的「現有政府供水管」，擬改變的新路線必須由水務監督批准，搬遷「現有政府供水管」的費用須由「承批人」承擔。新的供水管所處在「該地段」上面、之頂、之底、之上、之下或之內的部分，應構成「現有政府供水管」，並受制於本特別條款(b)及(c)款。
- (e) 在租約期內任何時間如有需要時，如「承批人」在「該地段」造成破壞或因「承批人」或其僕人、工人和承辦商在「該地段」上面、之頂、之底、之上、之下或之內的活動對「該地段」造成破壞，「承批人」須在「政府」要求時支付任何「政府」供水管、閘門、閘坑、暗室，或其他有關「政府」供水管的地方之維修和修復的費用。「承批人」須向「政府」因此任何引起的索償、訴訟或訴求時刻作出彌償。

31.「批地文件」特別條款第(39)條規定：

- (a) 整個污水排水系統包括「該地段」內游泳池過濾器 and 停車場(如有)的設計和建造，必須事先得到水務監督的書面批准。
- (b) 任何排污口的排放點均須經水務監督事先書面批准。

32.「批地文件」特別條款第(40)條規定：

「承批人」不可允許任何污水、廢水或含有沙、水泥、淤泥或任何其他含有懸浮或溶解物料的流出物由「該地段」流到毗鄰的土地或容許任何不是廢物處理廠最終產物一部分的廢物棄置在「該地段」內的任何地方，及須以達致水務監督滿意的合適方式從「該地段」或任何已建或擬建在「該地段」上的建築物移除所有該些物料。

33.「批地文件」特別條款第(42)條規定：

- (a) 倘若為了或有關「該地段」或其任何部分之形成、平整或發展或根據此等條款「承批人」須完成之任何其他工程或因任何其他目的，於「該地段」內或任何「政府」土地中現時或以往曾經進行任何削走、移除或移後任何土地、或任何建造或填土或任何斜坡處理工程，不論以何種形式、亦不論有否獲得「署長」事先書面同意，「承批人」須自費進行及建造為保護及支撐「該地段」內之土地及任何毗連或毗鄰「政府」土地或已租出土地及排除及防止其後發生之任何崩塌、山崩或下陷而當時或日後任何時間所須之斜坡處理工程、護土牆或其他支撐、保護、排水或附屬或其他工程。「承批人」須於「批地文件」的批地年期內所有時間自費保養該土地、斜坡處理工程、護土牆或其他支撐、保護、排水或附屬或其他工程，以保持其修葺妥當及狀況良好，令「署長」滿意。
- (b) 本特別條款(a)款的任何規定不得影響「政府」在此等條款下的權利，尤其是本文特別條款第(41)條。
- (c) 倘若因或由於「承批人」作出之形成、平整、發展或其他工程或因其他原因於任何時間不論在或由任何土地、在「該地段」內或任何毗連或毗鄰「政府」土地或已租出土地導致或引致崩塌、山崩或下陷，「承批人」須自費使其回復原狀及將其修復令「署長」滿意，並須彌償「政府」、其代理及承建商因該崩塌、山崩或下陷而導致、蒙受或招致之所有費用、收費、損害賠償、訴求及申索。
- (d) 除了「批地文件」規定就任何違反此等條款的任何其他權利或補救之外，「署長」有權以書面通知要求「承批人」進行、建造及保養該等土地、斜坡處理工程、護土牆、或其他支撐、保護、及排水或附屬或其他工程，或使其回復原狀及修復任何崩塌、山崩或下陷。倘若「承批人」在該通知指定期限內忽視或未能遵守該通知以令「署長」滿意，「署長」可立即執行及進行任何必須之工程而「承批人」須應要求向「政府」付還有關費用連同任何行政或專業費用及收費。



# 15 批地文件的摘要

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### 34.「批地文件」特別條款第(43)條規定：

未經「署長」事先書面批准，不得於「該地段」允許使用壓碎岩石機械。

### 35.「批地文件」特別條款第(44)條規定：

倘若在發展或重建「該地段」或其任何部分時已安裝預應力地樁，「承批人」須自費在預應力地樁的整個服務期限內定期保養與定期監察預應力地樁，令「署長」滿意，並在「署長」不時絕對酌情要求時向「署長」提交所有該等監察工程的報告和資料。倘若「承批人」忽略或未能進行要求的監察工程，「署長」可立即執行與進行該等監察工程，而「承批人」須應要求付還其開支給「政府」。

### 36.「批地文件」特別條款第(45)條規定：

- (a) 倘若來自「該地段」或受「該地段」任何發展項目影響的其他地方的泥土、廢石方、瓦礫、建築廢料或建築材料(下稱「該等廢物」)被侵蝕、沖刷或傾倒到公共小巷或道路或排入道路暗渠、前灘或海床、污水渠、雨水渠或明渠或其他「政府」物業(下稱「政府物業」)，「承批人」須自費清理「該等廢物」並且對「政府物業」所造成的任損壞進行修復。「承批人」須就上述的侵蝕、沖刷或傾倒而對私人物業造成的任何損壞或滋擾所產生的一切訴訟、索償及訴求向「政府」作出彌償。
- (b) 即使本特別條款(a)款有所規定，「署長」可以但無義務應「承批人」的要求在「政府物業」清理「該等廢物」並對「政府物業」所造成的任何損壞進行修復，而「承批人」須應要求向「政府」支付有關的費用。

### 37.「批地文件」特別條款第(46)條規定：

「承批人」須於所有時間，特別是在進行建造、保養、翻新或維修工程(下稱「該等工程」)時，採取或促使他人採取所有適當及充分的小心、技巧及預防措施，避免對「該地段」、「黃色範圍」、「黃色加黑點範圍」或其任何部分之上、上面、之下或毗連的任何「政府」或其他現有的排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、喉管、電纜、電線、公用事業設施或任何其他工程或裝置(下文統稱「服務設施」)造成任何損害、騷擾或妨礙。「承批人」在進行任何「該等工程」之前，須進行或促使他人進行需要的妥善調查及查詢，以核實「服務設施」的現時位置及水平，並向「署長」提交處理任何可能被「該等工程」影響的「服務設施」各方面的建議書供其批准，且必須在取得「署長」對「該等工程」及上述建議書作出的書面批准後，才能進行任何工程。「承批人」須遵從及自費履行「署長」在批准時對「服務設施」作出的任何要求，包括承擔進行任何必要的改道、重鋪或恢復原狀的費用。「承批人」須自費令「署長」滿意，維修、修復及使其回復原狀任何因「該等工程」對「該地段」、「黃色範圍」、「黃色加黑點範圍」或其任何部分或任何「服務設施」以任何方式引起的任何損害、騷擾或妨礙(除非「署長」另作選擇，否則明渠、污水渠、雨水渠或總水管須由「署長」進行修復，而「承批人」須應要求向「政府」支付該等工程的費用)。如「承批人」未能令「署長」滿意對「該地段」、「黃色範圍」、「黃色加黑點範圍」或其任何部分或任何「服務設施」進行任何該等必要的改道、重鋪、維修、修復及使其回復原狀工程，「署長」可進行其認為必要的任何該等改道、重鋪、維修、修復或使其回復原狀工程，而「承批人」須應要求向「政府」支付該等工程的費用。

### 38.「批地文件」特別條款第(47)條規定：

- (a) 當「署長」認為必須時，「承批人」須自費令「署長」滿意在「該地段」範圍內或在「政府」土地建造及保養排水道和渠道，從而將降於或流入「該地段」的所有雨水及天雨水截流和引入最近的河道、集水溝、水道或「政府」雨水渠。「承批人」須獨力負責並彌償「政府」及其官員因該等雨水或天雨水導致任何損毀或滋擾而引起的所有訴訟、索償和訴求。
- (b) 連接「該地段」的任何排水渠和污水渠至「政府」的雨水渠及污水渠(當已鋪設及啓用)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「承批人」負責。「承批人」須應要求向「政府」支付上述連接工程的費用。該等連接工程亦可由「承批人」自費進行，以令「署長」滿意。在此情況下，上述連接工程的任何一段若在「政府」土地內建造，必須由「承批人」自費保養，且「承批人」須應要求移交給「政府」，由「政府」自費負責日後的保養。「承批人」須應要求向「政府」支付有關上述連接工程的技術審查的費用。如「承批人」未能保養在「政府」土地內建造的上述連接工程的任何一段，「署長」可進行其認為必要的保養工程，「承批人」須應要求向「政府」支付上述工程的費用。

### 39.「批地文件」特別條款第(48)條規定：

「承批人」確認在「該地段」和「黃色範圍」內附圖一標示為"FP"建築了一條現有行人路(下稱「現有行人路」)。「承批人」須自費全面令「署長」滿意維持、維修及修理「現有行人路」，及准許公眾全天24小時免費無障礙地通過及通行「現有行人路」。「承批人」可自費改道「現有行人路」至「署長」批准的位置和路線，但須獲得「署長」事先書面批准及符合「署長」施加的任何條件，前提是新的行人路寬度不得少於1.5米。「承批人」須就直接或間接地因其不履行本特別條款下的義務或因進行本特別條款下的任何工程而引起或與之相關的責任、索償、成本、要求、行動或其他訴訟等向「政府」時刻作出彌償。

### 40.「批地文件」特別條款第(49)條規定：

- (a) 「承批人」須在本協議簽訂之日起6個曆月(或由「署長」批准的其他期限)內，令運輸署署長全面滿意，自費提交或促使向運輸署署長提交一份有關「該地段」發展的交通影響評估(下稱「交通影響評估」)，其中包括運輸署署長可能要求的資料和詳細內容，包括但不限於因發展「該地段」可能造成交通不利的所有影響、緩解措施、改善工程，及其他措施和工程的建議，以供其書面批准。
- (b) 「承批人」須在運輸署署長規定的期限內，自費實施運輸署署長批准的「交通影響評估」內的建議，令運輸署署長全面滿意。
- (c) 在運輸署署長書面批准「交通影響評估」前，「該地段」或其任何部份上不可開展任何建築工程(地盤平整工程、地面勘測，及本文特別條款第(2)(a)條所指的拆除和拆除工程除外)。

# 15 批地文件的摘要

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- (d) 為免存疑，並且在不損害一般批地條款第2條和第3條的一般性的前提下，「承批人」明確確認及同意其須自行承擔並自費實施運輸署署長批准的「交通影響評估」內的建議，令運輸署署長全面滿意。倘因「承批人」履行本特別條款責任或其他情況導致或令「承批人」蒙受任何費用、損害或損失，「政府」及其官員概不承擔任何責任或義務。「承批人」不得就該等費用、損害或損失向「政府」及其官員作出索償。

### 41. 「批地文件」特別條款第(50)條規定：

- (a) 「承批人」須在本協議簽訂之日起6個曆月(或由「署長」批准的其他期限)內，令「署長」全面滿意，自費提交或促使向「署長」提交一份有關「該地段」發展的噪音影響評估(下稱「噪音影響評估」)，其中包括「署長」可要求的資料，包括但不限於因發展「該地段」的所有負面噪音影響，和適當的噪音消減措施的建議(下稱「噪音消減措施」)，以供其書面批准。
- (b) 「承批人」須在「署長」指定的期限內，自費進行及實施經「署長」批准的「噪音影響評估」內的噪音消減措施(下稱「獲批准噪音消減措施」)，並其後在本文協定批授的整個年期內保養「獲批准噪音消減措施」，令「署長」全面滿意。
- (c) 在「署長」書面批准「噪音影響評估」前，「該地段」或其任何部份上不可開展任何建築工程(地盤平整工程、地面勘測，及本文特別條款第(2)(a)條所指的拆除和拆除工程除外)。
- (d) 為免存疑，並且在不損害一般批地條款第2條和第3條的一般性的前提下，「承批人」明確確認及同意其須自行承擔並自費實施及保養「獲批准噪音消減措施」，令「署長」全面滿意。倘因「承批人」履行本特別條款責任或其他情況導致或令「承批人」蒙受任何費用、損害或損失，「政府」及其官員概不承擔任何責任或義務。「承批人」不得就該等費用、損害或損失向「政府」及其官員作出索償。

### 42. 「批地文件」特別條款第(51)條規定：

倘若「獲批准噪音消減措施」包括在「該地段」上搭建或興建伸展超出「該地段」的邊界和在毗鄰「政府」任何部分之上或上方的隔音屏障(下稱「隔音屏障」)，下列條件適用：

- (a) 「承批人」須按建築事務監督批准的圖則自費設計、搭建及建造「隔音屏障」，全面符合《建築物條例》、其任何法例及任何修訂條例；
- (b) 不可在任何毗鄰「該地段」的「政府」土地之上、上方或之下搭建「隔音屏障」的地基及承建物；
- (c) 未經「署長」的事先書面批准，不得在「隔音屏障」或其中任何部分之處或之上固定或作出任何更改、增建、更換或連接；
- (d) 「承批人」須在任何時間自費維持、保養及維修「隔音屏障」或(倘若「署長」批准)其替代物，以保持修葺良好堅固和狀況良好，令「署長」全面滿意。倘若按本特別條款(d)款進行任何工程需要臨時封閉交通或改道，必須先取得運輸署署長對臨時交通安排的書面同意，才能展開任何工程；

- (e) 「隔音屏障」不得用作隔音屏障之用途以外的任何用途。未經「署長」的事先書面同意，「承批人」不得使用或准許或容許他人使用「隔音屏障」或其中任何部分作張貼廣告或展示任何標誌、通告或海報之用；
- (f) 受制於「署長」的事先書面批准，「承批人」、其承辦商、工人或「承批人」授權的任何其他人士可帶上或不帶工具設備、機械、機器或車輛進入「該地段」毗鄰的「政府」土地，旨在按本特別條款進行搭建、建造、視察、維修、保養、清潔、翻新及更換伸展到「政府」土地上的「隔音屏障」之部分；
- (g) 「政府」對「承批人」或任何其他人士進入或進行本特別條款(f)款提及的工程所產生或附帶和造成他們蒙受任何損失、損害、滋擾或干擾無須承擔任何責任或義務，以及「承批人」不能對該等損失、損害、滋擾或干擾向「政府」及其官員要求任何索償；
- (h) 「承批人」須在任何時間採取必要的預防措施，防止因為搭建、建造、維修、保養、更改、使用、拆除或移除「隔音屏障」對毗鄰「該地段」的「政府」土地和「隔音屏障」或進入或使用毗鄰「該地段」的「政府」土地和「隔音屏障」的任何人士或車輛造成的任何損害或損傷；
- (i) 「署長」有權在任何時間全權酌情向「承批人」發出書面通知，要求「承批人」在通知日起的六個曆月內拆除與移除伸展到「政府」土地上面的「隔音屏障」的部分，不得作出任何更換。「承批人」須在收到該書面通知後，於該書面通知指定的時間內自費拆除與移除上述「隔音屏障」部分，令「署長」全面滿意；
- (j) 倘若沒有履行本特別條款規定的「承批人」的責任，「署長」可進行必要的工程，而「承批人」須在「署長」要求時向「署長」支付上述工程的費用，該金額由「署長」決定，其決定作最終論並對「承批人」具約束力；
- (k) 「承批人」須在任何時間准許「署長」、其官員、承辦商、其工人及「署長」授權的任何其他人士帶上或不帶工具、設備、機械、機器或車輛自由及不受阻礙出入及再出入「該地段」或其中任何部分或在其上已建或擬建的任何建築物，旨在視察、檢查及監管按本特別條款(a)、(d)及(i)款進行的任何工程和按本特別條款(j)款進行的任何工程或「署長」認為必要的任何其他工程；
- (l) 「政府」或「署長」對「承批人」履行在本特別條款下的責任、「署長」行使本特別條款(k)款的進入權或按本特別條款款(j)款進行的任何工程，如產生或附帶對「承批人」或任何其他人士蒙受的任何損失、損害、滋擾或干擾，無須承擔任何責任或義務。「承批人」無權就上述損失、損害、滋擾或干擾向「政府」或「署長」或其授權的官員索償或要求補償；及
- (m) 「承批人」須在任何時間對搭建、建造、展示、維修、保養、更改、使用、拆除或移除「隔音屏障」或進行本特別條款(j)款規定的工程，直接或間接造成或有關的一切責任、索償、損失、費用、要求、訴訟或其他任何司法程序，時刻彌償「政府」、「署長」、其官員及工人。



# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

### 43. 「批地文件」特別條款第(52)條規定：

- (a) 「承批人」須在本協議簽訂之日起6個曆月(或由「署長」批准的其他期限)內，令環境保護署署長全面滿意，自費提交或促使向環境保護署署長提交一份有關「該地段」發展的污水影響評估(下稱「污水影響評估」)，其中包括環境保護署署長可要求的資料及事項，包括但不限於因發展「該地段」的所有負面渠務影響，和緩解措施、改善工程，及其他措施及工程的建議，以供其書面批准。
- (b) 「承批人」須在環境保護署署長指定的期限內，自費實施經環境保護署署長批准的「污水影響評估」內的建議，並其後在本文協定批授的整個年期內保養經環境保護署署長批准「污水影響評估」內的緩解措施、改善工程，及其他措施及工程，令環境保護署署長全面滿意。
- (c) 「污水影響評估」的技術方面應由以土木工程為專科的香港工程師學會的一名成員或特許的土木工程師負責。
- (d) 在環境保護署署長書面批准「污水影響評估」前，「該地段」或其任何部份上不可開展任何建築工程(地盤平整工程、地面勘測，及本文特別條款第(2)(a)條所指的拆除和拆除工程除外)。
- (e) 為免存疑，並且在不損害一般批地條款第2條和第3條的一般性的前提下，「承批人」明確確認及同意其須自行承擔並自費實施經環境保護署署長批准「污水影響評估」內的建議措施，及保養該等緩解措施、改善工程，及其他措施及工程，令環境保護署署長全面滿意。倘因「承批人」履行本特別條款責任或其他情況導致或令「承批人」蒙受任何費用、損害或損失，「政府」及其官員概不承擔任何責任或義務。「承批人」不得就該等費用、損害或損失向「政府」或其官員作出索償。
- (f) 「污水影響評估」下環境保護署署長要求或批准的污水處理系統，包括「該地段」上內設置的任何輔助污水收集罐和泵，不應計算入本文特別條款第(12)(c)條下的總樓面面積，「署長」的決定作最終論並對「承批人」具約束力。
- (g) 「污水影響評估」下環境保護署署長要求或批准的污水處理系統，包括「該地段」上內設置的任何輔助污水收集罐和泵，須指定及並構成「公用地方」。

### 44. 「批地文件」特別條款第(53)條規定：

- (a) 「承批人」須在本協議簽訂之日起6個曆月(或由「署長」批准的其他期限)內，令渠務署署長全面滿意，自費提交或促使向渠務署署長提交一份有關「該地段」發展的渠務影響評估(下稱「渠務影響評估」)，其中包括渠務署署長可要求的資料及事項，包括但不限於因發展「該地段」的所有負面渠務影響，以及緩解措施、改善工程，及其他措施和工程的建議，以供其書面批准。
- (b) 「承批人」須在渠務署署長指定的期限內，自費實施經渠務署署長批准的「渠務影響評估」內的建議措施，並其後在本文協定批授的整個年期內保養經渠務署署長批准「渠務影響評估」內的緩解措施、改善工程，及其他措施及工程，令渠務署署長全面滿意。

(c) 「渠務影響評估」的技術方面應由以土木工程為專科的香港工程師學會或特許土木工程師負責。

(d) 在渠務署署長書面批准「渠務影響評估」前，「該地段」或其任何部份上不可開展任何建築工程(地盤平整工程、地面勘測，及本文特別條款第(2)(a)條所指的拆除和拆除工程除外)。

(e) 為免存疑，並且在不損害一般批地條款第2條和第3條的一般性的前提下，「承批人」明確確認及同意其須自行承擔並自費實施經渠務署署長批准「渠務影響評估」內的建議措施，及保養該等緩解措施、改善工程，及其他措施及工程，令渠務署署長全面滿意。倘因「承批人」履行本特別條款責任或其他情況導致或令「承批人」蒙受任何費用、損害或損失，「政府」及其官員概不承擔任何責任或義務。「承批人」不得就該等費用、損害或損失向「政府」及其官員作出索償。

### 45. 「批地文件」特別條款第(56)條規定：

不得於「該地段」興建或豎立墳墓或骨灰龕，亦不得於「該地段」安葬或存放任何人類骸骨或動物骸骨，無論是否存放在陶罐、骨灰甕或以其他之方式存放。

### 備註：

1. 附於「批地文件」的圖則於「公共設施及公眾休憩用地」的資料部分內展示。
2. 詳情請參考「批地文件」。「批地文件」全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費後獲取「批地文件」副本。

# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

1. The phase is situated on Fanling Sheung Shui Town Lot No. 262 (the "lot").
2. The lot is held under the Agreement and Conditions of Exchange dated 27 December 2017 and registered in the Land Registry as New Grant No.22584 (the "Land Grant") for a term of 50 years commencing from 27 December 2017.
3. Special Condition No. (11) of the Land Grant stipulates that:  
The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
4. General Condition No. 4 of the Land Grant stipulates that:  
The Grantee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions 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 of Lands (hereinafter referred to as "the Director", and whose opinion shall be final and binding upon 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 these Conditions or in breach thereof.
5. General Condition No. 6 of the Land Grant stipulates that:
  - (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
    - (i) maintain all buildings in accordance with the approved design and disposition and any approved building plans without variation or modification thereto; and
    - (ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.
  - (b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
6. General Condition No. 8 of the Land Grant stipulates that:  
Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes 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 purpose of installation and maintenance of the road lighting.
7. Special Condition No. (2) of the Land Grant stipulates that:
  - (a) The Grantee acknowledges that there are some buildings and structures existing on the old lots (hereinafter collectively referred to as "the Existing Buildings and Structures") and the Grantee undertakes to demolish and remove at his own expense and in all respects to the satisfaction of the Director the Existing Buildings and Structures from the old lots.
  - (b) The Grantee also acknowledges that the Existing Buildings and Structures contain or may contain asbestos containing material. Before carrying out any building works (including but not limited to the demolition and removal works referred to in sub-clause (a) of this Special Condition) on the lot, the Grantee shall at his own expense engage a registered asbestos consultant to carry out an investigation on any asbestos containing material which may be present in the Existing Buildings and Structures and if necessary submit an asbestos investigation report and an asbestos abatement plan to the Director of Environmental Protection. The Grantee shall at his own expense and in all respects to the satisfaction of the Director of Environmental Protection carry out any works involving the use or handling of any asbestos containing material. For the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.
  - (c) The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person by reason of the presence of the Existing Buildings and Structures, the presence of asbestos containing material or the carrying out of the works referred to in sub-clauses (a) and (b) of this Special Condition and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, costs, expenses, losses, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition and removal of the Existing Buildings and Structures, the presence of asbestos containing material or the carrying out of the works referred to in sub-clauses (a) and (b) 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.



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

#### (a) The Grantee shall:

- (i) on or before the 31st day of December 2023\*(or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director lay, form and landscape the area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") (except for the portion of the Yellow Area to be used as the access road leading from the vehicular access points referred to in Special Condition No. (36)(a)(i) hereof to Ma Sik Road provided that the alignment of such portion shall be subject to the approval of the Director) in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve; and

\* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

- (ii) maintain at his own expense the Yellow Area or any part or parts thereof in good condition and to the satisfaction of the Director until such time as possession of the Yellow Area or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No. (7) hereof.
- (b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition by the date specified therein, 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 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 person 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 whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

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

- (a) The Grantee shall on or before the 31st day of December 2023\* (or such other date as may be approved by the Director) 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 and such landscaping works on the area shown coloured yellow stippled black on PLAN I annexed hereto (hereinafter referred to as "the Yellow Stippled Black Area") (except for the portion of the Yellow Stippled Black Area to be used as the access road leading from the vehicular access points referred to in Special Condition No. (36)(a)(i) hereof to Ma Sik Road provided that the alignment of such portion shall be subject to the approval of the Director) as the Director in his absolute discretion may require and the Grantee shall, at all times while he is in possession of the Yellow Stippled Black Area or any part or parts thereof, at his own expense, maintain in good and substantial repair and condition to the satisfaction of the Director the Yellow Stippled Black Area including all land, slope treatment works, earth-retaining structures, drainage and any other works therein and thereon. In the event that any landslide, subsidence or

falling away occurs within the Yellow Stippled Black Area at any time while the Grantee is in possession of the Yellow Stippled Black Area or any part or parts thereof, 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 the Government, its agents and contractors against all claims, proceedings, costs, damages and expenses whatsoever incurred by reason of any such landslide, subsidence or falling away. The Grantee shall ensure at all times while he is in possession of the Yellow Stippled Black Area or any part or parts thereof that there shall be no illegal excavation or dumping on the Yellow Stippled 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 Government may have in respect of any breach of these Conditions, the Director may at any time by notice in writing call upon the Grantee to carry out such geotechnical investigations, slope treatment, landslide preventive, mitigation and remedial works and to maintain, reinstate and make good any land, structure or works affected by such landslide, 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.

\* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

- (b) Notwithstanding sub-clause (a) of this Special Condition, the obligations and rights of the Grantee in respect of the Yellow Stippled Black Area or any part or parts thereof under this Special Condition shall absolutely 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 officers 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 sub-clause (a) of this Special Condition.

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

For the purpose only of carrying out the necessary works specified in Special Conditions Nos. (5) and (6) hereof, the Grantee shall on the date of this Agreement be granted possession of the Yellow Area and the Yellow Stippled Black Area. The Yellow Area and the Yellow Stippled Black Area or any part or parts thereof shall be re-delivered to the Government by the Grantee on demand on a date or dates to be specified in a letter or letters from the Director to the Grantee provided always that the Government shall be under no obligation to take back possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof at the request of the Grantee, but may do so as when the Government sees fit.

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

The Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black 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 Conditions Nos. (5) and (6) hereof or for the purpose of the access road referred to in Special Conditions Nos. (5) and (6) hereof or for the purpose of the Existing Footpath referred to in Special Condition No. (48) hereof.

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

The Grantee shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Conditions Nos. (5)(a) and (6)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Conditions Nos. (5)(b) and (6)(a) hereof and any other works which the Director may consider necessary in the Yellow Area and the Yellow Stippled Black Area.

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

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December 2023\*.

\* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

### 14. Special Condition No. (12) of the Land Grant stipulates that:

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

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 33,993 square metres and shall not exceed 56,654 square metres;
- (d) no part of any building or other structure together with any addition or fitting (if any) to such building or structure
  - (i) erected or to be erected on that portion of the lot shown coloured pink on PLAN I annexed hereto may in the aggregate exceed a height of 75 metres above the Hong Kong Principal Datum; and

- (ii) erected or to be erected on that portion of the lot shown coloured pink edged red on PLAN I annexed hereto may in the aggregate exceed a height of 60 metres above the Hong Kong Principal Datum,

or such other height limit as the Director at his sole discretion may, subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director, approve, provided that:

- (I) machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the respective height limits referred to in sub-clauses (d)(i) and (d)(ii) of this Special Condition on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director; and
  - (II) the Director at his sole discretion may in calculating the height of a building or structure exclude any structure or floor space referred to in Special Condition No. (55)(b)(i)(II) hereof;
- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected facade length of 60 metres or more; and
  - (ii) for the purposes of sub-clause (e)(i) of this Special Condition:
    - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Grantee;
    - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
    - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Grantee; and
    - (IV) in calculating the projected facade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Grantee; and
  - (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works, ground investigation and the demolition and removal works referred to in Special Condition No. (2)(a) hereof) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.



# 15 批地文件的摘要

## SUMMARY OF LAND GRANT

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

- (a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.
- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, subject to Special Condition No. (55)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as "the Exempted Facilities"):
  - (i) the Exempted Facilities shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof;
  - (ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

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

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

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

- (a) The Grantee shall at his own expense submit to the Director for his approval a landscape plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of this Special Condition.
- (b)
  - (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
  - (ii) Not less than 50% of the 20% referred to in sub-clause (b)(i) of this Special Condition (hereinafter referred to as "the Greenery Area") shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

- (iii) The decision of the Director as to which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Grantee.

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

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

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

- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof.

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

- (a) Office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
  - (i) such accommodation is in the opinion of the Director essential to the safety, security and good management of the building or buildings erected or to be erected on the lot;
  - (ii) such accommodation shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot; and
  - (iii) the location of any such accommodation shall first be approved in writing by the Director.

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

- (b)
  - (i) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, subject to Special Condition No. (55)(d) hereof, there shall not be taken into account office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition not exceeding the lesser of (I) or (II) below:

- (I) 0.2% of the total gross floor area of the building or buildings erected or to be erected on the lot;

- (II) 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation or such greater floor area as may be approved in writing by the Director, and for the purpose of these Conditions, the decision of the Director as to what constitutes a residential unit shall be final and binding on the Grantee.

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Any gross floor area in excess of the lesser of (I) or (II) above shall be taken into account for such calculation.

- (ii) In calculating the total gross floor area of the building or buildings erected or to be erected on the lot referred to in sub-clause (b)(i)(I) of this Special Condition, there shall not be taken into account the floor spaces which are excluded from the calculation of the gross floor area of the building or buildings erected or to be erected on the lot in accordance with these Conditions as to which the decision of the Director shall be final and binding on the Grantee.
- (c) For the purposes of sub-clause (b) of this Special Condition, neither detached, semi-detached nor terraced houses which is intended for use as a single family residence shall be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.
- (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof.

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

- (a) Quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions:
  - (i) such quarters shall be located in one of the blocks of residential units erected on the lot or in such other location as may be approved in writing by the Director; and
  - (ii) such quarters shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculation.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof.

### 20. Special Condition No. (19) of the Land Grant stipulates that:

- (a) One office for the use of the Owners' Corporation or the Owners' Committee may be provided within the lot provided that:

- (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or the Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and

- (ii) the location of any such office shall first be approved in writing by the Director.

- (b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, subject to Special Condition No. (55)(d) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculation.
- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof.

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

- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for disabled persons as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.
- (b) The segregated pedestrian ways or paths referred to in sub-clause (a) of this Special Condition shall follow the shortest possible routes and shall be covered and constructed and designed so as to:
  - (i) link up each and every building to be erected on the lot at such locations and levels of the building as the Director shall approve; and
  - (ii) link up all major facilities within the lot including the residential blocks, open space and community facilities provided thereon.
- (c) The Grantee shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings, escalators and lifts for disabled persons) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director.
- (d) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a pedestrian walkway with a width of 6 metres so as to link up the Footbridge Connections and the Footbridges referred to in Special Condition No. (21)(a) hereof (hereinafter referred to as "the Pedestrian Walkway").
- (e) The Grantee shall upon completion of the connection works of any one of the Footbridges referred to in Special Condition No. (21)(a) hereof and thereafter throughout the term hereby agreed to be granted keep the Pedestrian Walkway required to be provided under sub-clause (d) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption.



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- (f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (e) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pedestrian Walkway to the public for the right of passage.
- (g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (e) 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.
- (h) The Director shall at his sole discretion decide the whole of the area of the Pedestrian Walkway or part thereof that may be excluded from the calculation of the gross floor area specified in Special Condition No. (12)(c) hereof as to which the decision of the Director shall be final and binding on the Grantee.

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

- (a) The Grantee shall on or before the 31st day of December 2023\* (or such other date as may be approved by the Director), at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain, upkeep, manage and repair in good and substantial repair and condition to the satisfaction of the Director structural supports and connections at the perimeters of the building or buildings erected or to be erected on the lot between the points Q and Q1 and the points U and U1 respectively shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director (such structural supports and connections are hereinafter collectively referred to as "the Footbridge Connections") for receiving two future footbridges which are to be located at the approximate positions indicated on PLAN I annexed hereto and marked "PROPOSED FOOTBRIDGE" (hereinafter collectively referred to as "the Footbridges") so that the construction of the Footbridges can be carried out thereon and that pedestrian access can be gained over the Footbridges into and from the Pedestrian Walkway. The Grantee shall construct the Footbridge Connections at such height, level, width and position, with such materials and of such design, specification, standards and levels as shall be required or approved by the Director.

\* (Note: By a letter from the Lands Department to the Grantee dated 3 September 2020, such deadline has been extended to 30 June 2024.)

- (b) There is reserved to the Government and the person or persons to whom such rights may be granted by the Government free of all costs and charges a right of support and a right to connect the Footbridges to the Footbridge Connections at a location between the points Q and Q1 and the points U and U1 respectively shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director.

- (c) Throughout the term hereby agreed to be granted there is excepted and reserved unto the Government or the person or persons to whom such rights may be granted by the Government all necessary rights of ingress, egress and regress to and from the lot or any part thereof and all necessary rights of occupation of part or parts of the lot for the purposes of constructing, connecting and thereafter inspecting, maintaining, managing, repairing, renewing and demolishing the Footbridges.
- (d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (g) of this Special Condition within the respective prescribed time limits stated therein, the Government may carry out the necessary provision, construction, maintenance, upkeep and repair 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 binding upon the Grantee.
- (e) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government with or without tools, equipment, machinery or motor vehicles shall at all reasonable times throughout the term hereby agreed to be granted and upon giving prior notice to the Grantee have the right of free ingress, egress and regress to and from the lot or any part or parts thereof and the building or buildings erected or to be erected thereon or any part or parts thereof for the purpose of providing, constructing, connecting and thereafter inspecting, managing, maintaining, repairing and renewing the Footbridge Connections and the inspecting, checking and supervising of the works under sub-clauses (a) and (g) of this Special Condition.
- (f) The Government and its officers, agents, licensees, its or their contractors and workmen or other parties duly authorized by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the exercise by him or them of the rights conferred under sub-clauses (b), (c), (d) and (e) of this Special Condition, and no claim for compensation or otherwise shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (g) (i) In the event of any redevelopment of the lot or any part thereof whereby the Footbridge Connections or any part or parts thereof are required to be demolished, the Grantee shall if required by the Director, within such time limit as may be imposed by the Director at his own expense and in all respects to the satisfaction of the Director replace the same by the construction and completion of such new structural supports and connections of such design, specifications, standards and levels, with such materials and at such width, height and position as the Director may approve or require.  
(ii) In the event that any new structural supports and connections is or are constructed under sub-clause (g)(i) of this Special Condition, all the references to "the Footbridge Connections" in these Conditions shall be deemed to refer such new structural supports and connections.
- (h) For the avoidance of doubt, the Grantee hereby acknowledges and agrees that the Government in no way warrants that the Footbridges will be constructed in the future and the Government shall be under no liability whatsoever to the Grantee for any claim, loss or damage howsoever arising out of or in connection therewith or as a consequence thereof if the Footbridges or any part or parts thereof is not constructed.

- (i)

No alteration or addition to the Footbridge Connections or any part or parts thereof shall be made without the prior consent of the Director.
- (j)

The segregated pedestrian ways or paths referred to in Special Condition No. (20)(a) hereof, the Pedestrian Walkway and the Footbridge Connections shall be designated as and form part of the Common Areas referred to in Special Condition No. (25)(a)(v) hereof.

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

- (a)

(i)

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

(l)

where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

| Size of each residential unit                                   | Number of the Residential Parking Spaces to be provided    |
|---|--|
| Less than 40 square metres                                      | One space for every 17.5 residential units or part thereof |
| Not less than 40 square metres but less than 70 square metres   | One space for every 10.2 residential units or part thereof |
| Not less than 70 square metres but less than 100 square metres  | One space for every 3.4 residential units or part thereof  |
| Not less than 100 square metres but less than 130 square metres | One space for every 1.3 residential units or part thereof  |
| Not less than 130 square metres but less than 160 square metres | One space for each residential unit                        |
| Not less than 160 square metres                                 | One space for every 0.8 residential unit or part thereof   |

- (II)

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

(A)

one space for each such house where its gross floor area is less than 160 square metres;

(B)

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

(C)

two spaces for each such house where its gross floor area is not less than 220 square metres.
- For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.
- (ii)

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

(I)

the gross floor area in respect of a residential unit exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of the gross floor area stipulated in Special Condition No. (12)(c) hereof; and

(II)

the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of the gross floor area stipulated in Special Condition No. (12)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

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|  |   |  |
|--|---|--|
|  |   | The gross floor area in respect of a residential unit as calculated under sub-clause (a)(ii)(I) of this Special Condition          |
| The total gross floor area of the Residential Common Area  | X | <div>The total gross floor area of all residential units as calculated under sub-clause (a)(ii)(I) of this Special Condition</div> |
| (iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:   |   |  |
| (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of 5 spaces for every block of residential units, or   |   |  |
| (II) at such other rates as may be approved by the Director.   |   |  |
| For the purpose of this sub-clause (a)(iii), neither detached, semi-detached nor terraced house which is intended for use as a single family residence shall be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.  |   |  |
| (iv) The spaces provided under sub-clauses (a)(i)(I) and (a)(iii) (as may be respectively varied under Special Condition No. (31) hereof) and (a)(i)(II) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.   |   |  |
| (b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No. (31) hereof), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for the Disabled Persons") as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (31) hereof) and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No. (31) hereof) to become the Parking Spaces for the Disabled Persons. |   |  |

- (ii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Motor Cycle Parking Spaces") at a rate of one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director. If the number of spaces to be provided under this sub-clause (c)(i) is a decimal number, the same shall be rounded up to the next whole number. For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.
- (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No. (31) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) (as may be respectively varied under Special Condition No. (31) hereof) and (a)(i)(II) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No. (31) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
- (iv) Each of the spaces provided under Special Condition No. (30) hereof shall be of such dimensions as may be approved in writing by the Director.

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

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition (as may be varied under Special Condition No. (31) hereof) shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.

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

Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rate as may be approved by the Director. For the purpose of this Special Condition, a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Grantee.

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

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

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

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

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

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

The spaces provided within the lot in accordance with Special Conditions Nos. (28)(a)(iii) and (29)(a) hereof (as may be respectively varied under Special Condition No. (31) hereof), the Parking Spaces for the Disabled Persons and the spaces provided within the lot in accordance with Special Condition No. (30) hereof shall be designated as and form part of the Common Areas.

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

- (a) The Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except:
  - (i) prior to completion of the proposed road shown and marked "ROAD L1" on PLAN I annexed hereto (hereinafter referred to as "the Road") between the points X1 and Y1 through Z1 shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director; and
  - (ii) after completion of the Road between the points X and Y through Z shown and marked on PLAN I annexed hereto or at such other points as may be approved in writing by the Director.
- (b) Upon completion of the Road, the Grantee shall at his own expense within such time limit specified by the Director and in all respects to the satisfaction of the Director reinstate and landscape both (i) the area or areas upon which the vehicular access referred to in sub-clause (a) (i) of this Special Condition was constructed; and (ii) the portion of the Yellow Area referred to in Special Condition No. (5)(a)(i) hereof and the portion of the Yellow Stippled Black Area referred to in Special Condition No. (6)(a) hereof that have been used as the access road leading from the vehicular access points referred to in sub-clause (a)(i) of this Special Condition to Ma Sik Road.



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- (c) Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

### 29. Special Condition No. (37) of the Land Grant stipulates that:

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 or treated effluent and to accept salt water or treated effluent supply if available in future.

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

- (a) The Grantee acknowledges that as at the date of this Agreement there are existing Government water mains within the lot, the Yellow Area and the Yellow Stippled Black Area and the land adjacent to the lot as shown and marked by blue lines on PLAN I annexed hereto (hereinafter referred to as "the Existing Government Water Mains"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Existing Government Water Mains.
- (b) 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 contractors or licensees, whether with or without tools, equipment, plant, machinery or motor vehicles, shall have the right of unrestricted ingress, egress and regress to and from the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof for the purpose of inspecting, operating, maintaining, repairing and renewing the Existing Government Water Mains.
- (c) Neither the Water Authority nor any of the classes of person referred to in sub-clause (b) 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 right of ingress, egress and regress conferred under sub-clause (b) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (d) If diversion of the Existing Government Water Mains laid within the lot is required by the Grantee, the proposed routing has to be approved by the Water Authority and the cost of relocating the Existing Government Water Mains shall be borne by the Grantee and such part or parts of the lot on, over, under, above, below or within which the new water mains is or are laid shall form part of the Existing Government Water Mains and shall be subject to sub-clauses (b) and (c) of this Special Condition.

- (e) The Grantee shall pay to the Government on demand the costs of repair and reinstatement to any Government water mains, valves, valve pits or chambers and the like relating to the Government water mains which shall become necessary at any time during the term hereby agreed to be granted as a result of damage caused by the Grantee or other activities carried out on, over, under, above, below or within the lot by the Grantee, his servants, workmen and contractors and shall indemnify and keep indemnified the Government against any claim, action or demand arising therefrom.

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

- (a) The design and construction of the whole of the foul water drainage system, including that from swimming pool filters and car parks (if any) within the lot shall be subject to the prior written approval of the Water Authority.
- (b) The point of discharge of any foul water drain shall be subject to the prior written approval of the Water Authority.

### 32. Special Condition No. (40) of the Land Grant stipulates that:

The Grantee shall not permit any sewage, waste water or effluent containing sand, cement, silt or any other suspended or dissolved material to flow from the lot onto any adjoining land or allow any waste matter which is not part of the final product from waste processing plants to be deposited anywhere within the lot and shall have all such matter removed from the lot or any building erected or to be erected thereon in a proper manner to the satisfaction of the Water Authority.

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

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, 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 hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (41) hereof.

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## SUMMARY OF LAND GRANT

- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the 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 the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the 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 or professional fees and charges.

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

No rock crushing plant shall be permitted on the lot without the prior written approval of the Director.

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

Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the 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.

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

- (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the Waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the Waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the 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.

### 37. Special Condition No. (46) of the Land Grant stipulates 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 (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or the Yellow Area or the Yellow Stippled Black Area or any part of any of them (hereinafter collectively referred to as "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 the Yellow Area or the Yellow Stippled Black Area or any part of any of them 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 the Yellow Area or the Yellow Stippled Black Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

### 38. Special Condition No. (47) of the Land Grant stipulates 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 the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.
- (b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the 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