

1. 發展項目位於新九龍內地段第6585號餘段(「地段」)，根據日期為2019年1月24日的批地條件第20334號(「批地文件」)租用該地段。

2. 該地段的批地年期由2019年1月24日起計50年。

3. 批地文件一般條件第4條規定：

「如由違反此等條件或對毗連或毗鄰土地或對該地段造成任何損害或土壤及地下水污染而引起任何訴訟、司法程序、法律責任、要求、費用、開支、損失(不論財務或其他方面)及索償，而地政總署署長(下文稱為「署長」，其意見為最終意見並對承批人具有約束力)認為有關損害或土壤及地下水污染由承批人使用該地段或對該地段或其部分進行開發或重建或在該地段上開展的任何活動或進行的任何其他工程造成(不論有關使用、開發或重建、活動或工程是否符合此等條件或違反該等條件)，承批人應就所有該等訴訟、司法程序、法律責任、要求、費用、開支、損失(不論財務或其他方面)及索償向政府作出彌償，並確保其獲彌償保障。」

4. 批地文件一般條件第6條規定：

- 「(a) 承批人須在整個租期期間按此等條件對已建或重建建築物(該詞指本一般條件(b)款預期的重建工程)：
- (i) 按核准的設計、配置及任何核准圖則保養一切建築物，不得對其作出修訂或更改；及
 - (ii) 保養已建或按此等條件或按任何修訂合同今後興建的一切建築物處於修繕妥當及良好的保養狀態及於租約結束或提前終止以該狀態交還。
- (b) 倘若在租期的任何時候清拆當時在該地段或其中任何部分上面的任何建築物，承批人須興建相同類型和不少於其總樓面面積的品質良好的建築物或署長批准的類型及價值的建築物作為代替。如果進行上述清拆，承批人須在上述清拆的一個曆月內向署長申請其同意進行重新開發該地段的建築工程。當收到上述同意後必須在三個曆月內開展重建的必要工程及在署長規定的期限內以署長滿意的方式完成重建。」

5. 批地文件一般條件第8條規定：

「此等條件要求合併的任何私家街道、道路及小巷須安置使署長滿意並由署長決定納入或不納入批租的土地，在任何一種情況下，須在要求時免費交還給政府。如果上述街道、道路及小巷交還給政府，必須由政府進行路面、路邊石、排水渠(污水及雨水排水渠)、渠道及路燈工程，費用由承批人承擔，其後用公幣進行保養。如果上述私家街道、道路及小巷仍然是批租土地之部分，必須由承批人出資進行照明、路面、路邊石、排水、開渠及保養工程，在一切方面使署長滿意。署長可為了公眾利益在需要時進行或促使他人進行安裝與保養路燈。承批人須承擔安裝路燈的資本性開支並允許工人及車輛自由出入批租的範圍，以便安裝與保養路燈。」

6. 批地文件特別條件第(3)條規定：

- 「(a) 承批人承認在本協議之日在該地段上興建了一些建築物及構築物及所述建築物及構築物部分伸展到毗連的政府土地(所述建築物及構築物下文統稱為「現存建築物及構築物」)。在批地文件特別條件第(4)條指定的日期之前，承批人須自費拆除及遷移現存建築物及構築物(該拆除及遷移工程在下文統稱為「拆遷工程」)，在一切方面使署長滿意。政府對現存建築物及構築物的使用、存在或其後拆除及遷移(不論直接還是間接)造成或導致或有關的承批人遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何義務或責任。承批人須對現存建築物及構築物的使用、存在或其後拆除與遷移直接或間接產生或有關的一切責任、損失、索償、費用、要求、訴訟或其他司法程序向政府作出彌償，並確保其獲彌償保障。」

- (b) 承批人承認在本協議之日在粉紅色加藍斜線範圍(定義見下文批地文件特別條件第(9)(a)條)及現存路徑(定義見下文批地文件特別條件第(10)(a)條)上存在一些公共設施(所述公共設施下文稱為「現存公共設施」)及承諾在本批地文件特別條件第(4)條指定的日期或之前，自費遷移、重鋪及改道現存公共設施，在一切方面使署長滿意。在遷移、重鋪及改道全部現存公共設施，在一切方面使署長滿意之前，承批人應准許政府及就此等條件而言獲政府授權的公用事業單位在彼等為維護、遷移、重鋪及改道現存公共設施需要時於一切合理時間內有權出入、經過及往返該地段。政府及所述公用事業單位對使用、存在或其後遷移、重鋪及改道現存公共設施或彼等行使本(b)款下權利或其他原因(不論直接還是間接)造成或有關的承批人遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何義務或責任。承批人須對現存公共設施的使用、存在或其後遷移、重鋪及改道直接或間接產生或有關的一切責任、損失、索償、費用、要求、訴訟或其他司法程序向政府作出彌償，並確保其獲彌償保障。」

- (c) 在不損害本特別條件(a)款一般性的原則下，承批人承認在本協議之日，地段上有若干構築物(包括但不限於自分別於土地註冊處登記為新九龍內地段第2661號B段餘段、新九龍內地段第2759號及新九龍內地段第2797號A段餘段(於本批地文件附錄的圖則上顯示及標記為NKIL 2661 S.B RP、NKIL 2759及NKIL 2797 S.A RP(僅供識別))之整塊或整片土地(下文統稱為「毗連地段」)上興建的建築物伸出的管道、建築裝飾及棚架)(所述構築物下文統稱為「佔用物」)及批出該地段乃基於佔用物的存在。政府不就佔用物或其任何部分的實際狀況、狀態或安全或就佔用物的興建、安裝或繼續存在是否符合《建築物條例》、據之制定的任何規例及任何修訂條例的條文，或就佔用物是否將拆除、遷移或糾正作出任何明示或默示的保證。政府不就佔用物或佔用物的存在、維護、維修、拆除或遷移或就因佔用物或佔用物的存在、維護、維修、拆除或遷移或承批人或任何其他人士開展的與之有關的任何工程或針對毗連地段的登記業主或佔用人或與之有關的任何其他人士採取步驟或法律程序或提起訴訟造成或引起或附帶的承批人或任何其他人士遭受或蒙受的任何損害、滋擾或擾亂而對承批人或任何其他人士承擔任何義務或責任。承批人就佔用物或佔用物的存在、維護、維修、拆除或遷移直接或間接引起或相關的一切法律責任、損失、索償、費用、要求、訴訟或其他司法程序對政府作出彌償，並確保其獲彌償保障。」

- (d) 為免存疑，現存建築物及構築物以及佔用物的存在和批出該地段是基於其存在之事實，均不能在任何方面豁免承批人或放棄、解除、減少或更改承批人在此等條件之責任或在任何方面影響或損害政府於此等條件下對承批人違反、不遵守、不履行或不執行他在此等條件的責任所擁有的權利及濟助。」

7. 批地文件特別條件第(4)條規定：

「承批人須開發該地段，在該地段上興建一幢或多幢建築物並於2025年3月31日*或之前完工和使其適合佔用，在一切方面符合此等條件及目前或任何時候在香港實施的有關建築、衛生及規劃之一切法例、附例及規例。」

(*根據九龍西區地政處發出的日期為2020年8月3日的函件，批地文件特別條件第(4)條(即建築契諾)所述該地段的開發項目竣工日期修訂為2025年9月30日以取代2025年3月31日，及批地文件特別條件第(3)(a)、(3)(b)、(9)(b)及(10)(c)條中的竣工日期相應地修訂為2025年9月30日。)

8. 批地文件特別條件第(5)條規定：

- 「(a) 除本特別條件(b)款規定外，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不得用作非工業(不包括倉庫、酒店及加油站)用途以外的任何用途。
- (b) 除以下用途外，該地段已建或擬建的任何建築物或其中任何部分不得用作任何其他用途：
- (i) 最低三層用作非工業(不包括倉庫、酒店及加油站)用途；但是為免存疑，就本特別條件而言，地庫層(如已興建)須算作一層而不論其大小或樓面面積，而有關任何地庫層的用途還須受本特別條件(b)(iii)款進一步限制；
- (ii) 其他樓層(若有超過三層地庫層，不包括最低三層之上的一層或多層地庫層(如已興建))作私人住宅用途；及
- (iii) 至於任何地庫層(如已興建)(不論是最低三層樓的其中一層或最低三層樓之上的一層地庫層)則用作非工業(不包括住宅、倉庫、酒店及加油站)用途。
- (c) 根據本批地文件特別條件第(21)及(22)條提供僅用作泊車、上落客貨車位或機房或兩者的任何樓層不得算作本特別條件(b)款所指的其中一層。署長就某一層是否僅用作本款的准許用途所作的決定為最終決定及對承批人有約束力。
- (d) 就本特別條件而言，署長就一層的定義及某一層是否構成地庫層所作的決定為最終決定及對承批人有約束力。」

9. 批地文件特別條件第(6)條規定：

「未經署長事先書面同意，不得移除或干擾該地段或毗連地段生長的樹木。署長在發出同意時可以對移植、代償性環境美化或再植施加其認為合適的條件。」

10. 批地文件特別條件第(7)條規定：

- 「(a) 承批人須自費向署長呈交一份園藝圖並取得署長批准，該園藝圖須顯示將於該地段進行的園景工程的位置、佈局及平面圖，以符合本特別條件(b)款的要求。
- (b) (i) 該地段不少於20%的面積須種植樹木、灌木或其他植物。
- (ii) 於署長自行酌情決定的位置或水平，在本特別條件(b)(i)款提及的20%面積當中提供不少於50%(以下簡稱「綠化地帶」)的面積，讓行人可以見到或進入該地段的人士可前往綠化地帶。
- (iii) 署長就哪些由承批人建議的園景工程構成本特別條件(b)(i)款所指的20%面積所作的決定為最終決定及對承批人有約束力。
- (iv) 署長可自行酌情接納承批人建議的其他非植物裝飾取代種植樹木、灌木或其他植物。
- (c) 承批人須自費按核准的園藝圖在該地段提供園景，在一切方面使署長滿意。未經署長事先書面批准，不能修訂、更改、改變、變更或替代核准園藝圖。
- (d) 承批人其後須自費保持及保養園藝工程，使其達至安全、清潔、井然、整齊及健康狀態，使署長滿意。
- (e) 根據本特別條件指定的園景區域須指定為並構成本批地文件特別條件第(18)(a)(v)條所指的公用地方一部分。」

11. 批地文件特別條件第(9)條規定：

- 「(a) 未經署長預先書面批准(署長可以根據他認為合適的條款及條件給予同意或自行酌情拒絕給予同意)，不能在本批地文件附錄的圖則上用粉紅色加藍斜線顯示該地段的該等部分(下文稱為「粉紅色加藍斜線範圍」)之上、上方、之下、上面、下面或之內種植任何樹木或灌木，亦不得搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(除了本特別條件(b)款界定的構築物)。
- (b) 承批人須：
- (i) 於2025年3月31日**(或署長可批准的其他延長日期)或之前按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
- (I) 鋪設、構建及鋪建路面於粉紅色加藍斜線範圍；及
- (II) 按署長自行酌情要求，提供及建造暗渠、行人路、污水渠、排水渠、總喉或其他指定建築物(下文統稱為「構築物」)
- 讓行人往來粉紅色加藍斜線範圍；及
- (**根據九龍西區地政處發出的日期為2020年8月3日的函件，此日期修訂為2025年9月30日。)
- (ii) 自費管理及維護粉紅色加藍斜線範圍連同構築物，在一切方面使署長滿意，直至按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府管有。
- (c) 倘若承批人未能履行本特別條件(b)款所定的責任，政府可進行必要的工程，費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (d) 承批人須在按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府之前准許署長、其官員、承辦商及其或彼等授權的任何人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段或其任何部分，旨在視察、檢查及監管按本特別條件(b)款進行的任何工程並進行、視察、檢查及監管本特別條件(c)款下的工程及署長認為必要在粉紅色加藍斜線範圍進行的任何其他工程。
- (e) 政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士對承批人履行本特別條件(b)款規定承批人的責任或政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士行使本特別條件(c)款賦予的權利或其他所產生或附帶的承批人或任何人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且不能就上述任何損失、損害、滋擾或干擾向政府或署長或其官員、承辦商及其或彼等授權的任何人士要求補償或其他賠償。
- (f) 承批人須在署長如此要求時自費交還及移交粉紅色加藍斜線範圍或其中任何部分連同署長自行酌情指定的構築物的空置管有權給政府，不帶產權負擔且政府無須向承批人支付任何代價、付款或補償，但是政府沒有責任應承批人的要求接受交還粉紅色加藍斜線範圍或其中任何部分，而是在它認為合適的情況下接受。就此而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。

- (g) 承批人不能轉讓、按揭、抵押、贈與、轉租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或其中任何權益或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費從該地段分割粉紅色加藍斜線範圍，使署長滿意，但是本(g)款不適用於按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭，亦不適用於本批地文件特別條件第(16)(b)條項下規定的承諾。在上述分割之前，承批人須自費提交分割文件給署長作書面審批。
- (h) 承批人不能轉讓、按揭、抵押、贈與、轉租、放棄管有或以其他方式處置或施加產權負擔於粉紅色加藍斜線範圍或其中任何部分或其權益或訂立此類協議，但是本(h)款不適用於分別按本特別條件(f)和(g)款的規定交還及分割粉紅色加藍斜線範圍和按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭，亦不適用於本批地文件特別條件第(16)(b)條項下規定的承諾。
- (i) 承批人不能將粉紅色加藍斜線範圍或其中任何部分用作供公眾步行或乘輪椅通過的公共行人通道或署長自行酌情批准的其他用途之外的任何用途。不准在粉紅色加藍斜線範圍或其中任何部分內存放貨物或停泊車輛。
- (j) 在完成本特別條件(b)(i)款提及的工程，使署長滿意之後，和按本特別條件(f)款交還整個粉紅色加藍斜線範圍給政府之前，承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返粉紅色加藍斜線範圍。
- (k) 政府對承批人履行本特別條件(j)款規定承批人的責任所產生或附帶的承批人或任何其他人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且承批人不能就上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員要求補償或其他賠償。
- (l) 特此明文同意、聲明及規定，對承批人施加本特別條件(j)款的責任並非是承批人擬奉獻，亦不是政府同意奉獻粉紅色加藍斜線範圍或其中任何部分給公眾享用道路權。
- (m) (i) 特此明文同意與聲明，本特別條件(j)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(1)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(1)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(f)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(2)條、其修訂或代替條文及其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(2)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人同意並接受在按本特別條件(f)款交還粉紅色加藍斜線範圍或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中任何部分時，他可能無法取得本批地文件特別條件第(8)(c)條和(8)(d)條規定的最大樓面面積。政府對此沒有責任和承批人不能對未能取得本批地文件特別條件第(8)(c)條和(8)(d)條規定的最大樓面面積向政府要求補償或退還地價或任何性質的付款。
- (o) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關粉紅色加藍斜線範圍所直接或間接產生或有關的一切責任，訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。」

12. 批地文件特別條件第(10)條規定：

- 「(a) 承批人特此承認在本協議日期在本批地文件附錄的圖則上用粉紅色加黑斜線加黑點顯示該地段的該等部分(下文稱為「粉紅色加黑斜線加黑點範圍」)及本批地文件附錄的圖則上用粉紅色加黑點顯示該地段的該等部分(下文稱為「粉紅色加黑點範圍」)內有現存路徑(粉紅色加黑斜線加黑點範圍及粉紅色加黑點範圍在下文統稱為「現存路徑」)。
- (b) 除非及直至根據本批地文件特別條件第(3)(b)條將現存公共設施遷移、重鋪或改道出粉紅色加黑點範圍且承批人已經履行其於本批地文件特別條件第(10)(c)、(34)(c)及(35)(b)條下責任，在一切方面使署長滿意，則承批人應：
- (i) 准許政府及一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返現存路徑及應確保相關通行及通道不受開展本特別條件(c)款項下工程或其他的干擾或阻礙；及
- (ii) 自費管理及維護現存路徑，在一切方面使署長滿意。
- (c) 承批人於2025年3月31日**(或署長可批准的其他延長日期)或之前按署長批准的方式、材料、標準、水平、定線及設計自費進行下列工程，在一切方面使署長滿意：
- (i) 鋪設、構建及鋪建路面於本批地文件附錄的圖則上用粉紅色加黑斜線顯示該地段的該等部分及粉紅色加黑斜線加黑點範圍(下文統稱為「分流路徑」)；及
- (ii) 提供及修建明渠、污水渠、排水渠、總喉、消防龍頭連同接駁至總喉的喉管、街燈、交通標誌、街道設施、道路標記、腳踏、樓梯、斜坡及署長可自行酌情要求的其他構築物(下文統稱為「路徑設施」)；
- 讓行人往來分流路徑。
- (**根據九龍西區地政處發出的日期為2020年8月3日的函件，此日期修訂為2025年9月30日。)
- (d) 承批人應自費管理及維護分流路徑連同路徑設施，在一切方面使署長滿意，直至按本特別條件(n)款交還整個分流路徑給政府管有。
- (e) 在完成本特別條件(c)款提及的工程，使署長滿意之後，和按本特別條件(n)款交還整個分流路徑給政府之前，承批人須准許一切公眾人士為了一切合法目的在白天或晚上毋須繳交任何性質的費用的情況下步行或乘輪椅自由經過及往返分流路徑。
- (f) 不能在分流路徑之上、上方、之下、上面、下面或之內種植任何樹木或灌木，亦不得搭建、建築或安置任何建築物或構築物或建築物或構築物的承托物(路徑設施除外)。
- (g) 倘若承批人未能履行本特別條件(b)、(c)或(d)款所定的責任，政府可進行必要的工程，費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。

- (h) (i) 承批人須在按本特別條件(n)款交還整個分流路徑給政府之前准許署長、其官員、承辦商及其或彼等授權的任何人士帶上或不帶工具、設備、機器或車輛在一切合理時間內有權自由及不受限制地出入、經過及往返該地段或其任何部分，旨在：
- (I) 視察、檢查及監管按本特別條件(b)、(c)及(d)款進行的任何工程；
- (II) 進行、視察、檢查及監管本特別條件(g)款下的工程；及
- (III) 鋪設、安裝、改道、遷移、視察、修理和維護分流路徑及現存路徑或之上、上面或之下的部分服務(定義見下文本批地文件特別條件第(32)條)及在分流路徑及現存路徑之上、上方、之下、上面、下面或之內進行署長可能認為必要的任何其他工程。
- (ii) 承批人須在按本特別條件(n)款交還整個分流路徑給政府之前准許就此等條件而言獲政府授權的公用事業單位、彼等各自的官員、承辦商及代理商以及其或彼等授權的任何人士帶上或不帶工具、設備、機器在一切合理時間內有權自由及不受限制地出入、經過及往返分流路徑，旨在檢查、鋪設、安裝、改道、遷移、視察、維修及維護彼等位於分流路徑或之上、上面或之下的排水渠、水路、水道、總喉、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置。
- 為免存疑，根據本特別條件(h)(i)及(h)(ii)款保留的與粉紅色加黑點範圍有關的權利在承批人履行本特別條件(c)款下的責任，在一切方面令署長滿意後終止。
- (i) 政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士對承批人履行本特別條件(c)款規定承批人的責任或政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士行使本特別條件(g)款賦予的權利或其他所產生或附帶的承批人或任何人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且不能對上述任何損失、損害、滋擾或干擾向政府、署長、其官員、承辦商、代理人及其或彼等授權的任何人士要求補償或其他賠償。
- (j) 政府對承批人履行本特別條件(e)款規定承批人的責任所產生或附帶的承批人或任何其他人士遭受或蒙受的任何損失、損害、滋擾或干擾毋須承擔任何責任，且承批人不能對上述任何損失、損害、滋擾或干擾向政府或署長或其授權的官員要求補償或其他賠償。
- (k) 特此明文同意、聲明及規定，對承批人施加本特別條件(e)款的責任並非是承批人擬奉獻，亦不是政府同意奉獻現存路徑、分流路徑或其中任何部分給公眾享用道路權。
- (l) 為免存疑，
- (i) 在承批人履行本特別條件(c)款下的責任，在一切方面令署長滿意之前，現存路徑不得用作一切公眾人士根據本特別條件(b)(i)款自由地經過及往返用途之外的任何其他用途；及
- (ii) 此後，分流路徑不得用作一切公眾人士根據本特別條件(e)款自由地經過及往返用途之外的任何其他用途。
- (m) (i) 特此明文同意與聲明，本特別條件(b)及(e)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(1)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(1)條、其修訂及代替條文賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (ii) 特此又明文同意與聲明，本特別條件(n)款規定承批人的責任並非預期產生或可索求《建築物(規劃)規例》第22(2)條、其修訂及代替條文或其他規定賦予的額外上蓋面積或地積比的任何優惠或權利。為免存疑，承批人明文放棄《建築物(規劃)規例》第22(2)條、其修訂及代替條文規定賦予的額外上蓋面積或地積比的任何優惠或權利之一切索償。
- (n) 承批人須在署長如此要求時自費交還及移交分流路徑連同署長自行酌情指定的路徑設施的空置管有權給政府，不帶產權負擔且政府無須向承批人支付任何代價、付款或補償，但是政府沒有責任應承批人的要求接受交還分流路徑，而是在它認為合適的情況下接受。就此而言，承批人須按署長批准或要求的格式及條件自費簽訂交還契據及任何其他必要的文件。
- (o) 承批人不能轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加產權負擔於該地段或其中任何部分或於其中享有的任何權益或在其上的建築物或其中任何部分或訂立此類協議，除非及直至承批人已自費從該地段分割分流路徑，使署長滿意，但是本(o)款不適用於按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭或按本批地文件特別條件第(16)(b)條規定的承諾。在該等分割前，承批人須自費提交分割文件給署長作書面審批。
- (p) 承批人不得轉讓、按揭、抵押、贈與、分租、放棄管有或以其他方式處置或施加負擔於分流路徑或其中任何部分或於其中享有的任何權益或訂立此類協議，但本(p)款不適用於分別按本特別條件(n)款及(o)款交還及分割分流路徑及按本批地文件特別條件第(16)(a)(iv)條規定的建築物按揭或按本批地文件特別條件第(16)(b)條規定的承諾。
- (q) 承批人同意並接受在按本特別條件(n)款交還分流路徑或其中任何部分後，因為該地段的面積減少或其他原因，在開發或重建該地段或其中部分時，他可能無法取得本批地文件特別條件第(8)(c)條及(8)(d)條規定的最大樓面面積。倘未能取得本批地文件特別條件第(8)(c)條及(8)(d)條規定的最大樓面面積，政府不承擔任何法律責任且承批人不得向政府要求補償或退還地價或任何性質的付款。
- (r) 承批人須對承批人、其傭工、工人及承辦商履行或不履行本特別條件規定承批人的責任或有關現存路徑及分流路徑所直接或間接產生或有關的一切責任以及任何性質的訴訟、司法程序、費用、索償、開支、損失、損害、收費及各種要求彌償政府，並確保其獲彌償保障。」

13. 批地文件特別條件第(12)條規定：

- 「 (a) 經署長書面批准，承批人可在該地段內搭建、建造及提供康樂設施及其輔助設施(下文稱為「設施」)。設施的類型、面積、設計、高度及佈局亦須經署長的預先書面批准。
- (b) 在計算本批地文件特別條件第(8)(c)條及(8)(d)條規定的總樓面面積時，在受限於本批地文件特別條件第(41)(d)條規定下，按本特別條件(a)款在該地段內提供的設施之任何部分，只要是供在該地段已建或擬建的住宅大廈的所有住戶和彼等的真正訪客共同使用與享用就不列入上述計算。若署長認為該設施的餘下部分不屬於上述使用，則應列入計算。
- (c) 倘若設施任何部分按本特別條件(b)款被豁免列入計算總樓面面積(下文稱為「豁免設施」)：
- (i) 豁免設施須指定為並構成本批地文件特別條件第(18)(a)(v)條提及的公用地方；
- (ii) 承批人須自費保養豁免設施處於修繕妥當的狀態並操作豁免設施，使署長滿意；及
- (iii) 豁免設施僅供該地段內已建或擬建的住宅大廈的住戶和彼等的真正訪客使用，不供其他人士使用。」

14. 批地文件特別條件第(21)條規定：

- 「 (a) (i) (除非署長同意按不同於下列表格的住宅停車位比率或數目計算)，否則必須按以下表格列明該地段已建或擬建的住宅單位各自面積計算的比率在該地段提供停車位以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌，屬於該地段上已建或擬建建築物的住宅單位住客及彼等的真正來賓、訪客或被邀請使用者的車輛(下文稱為「住宅停車位」)，使署長滿意：

每個住宅單位的面積	擬提供的住宅停車位數目
少於40平方米	每33.3個住宅單位或其中部分一個停車位
不少於40平方米，但少於70平方米	每19個住宅單位或其中部分一個停車位
不少於70平方米，但少於100平方米	每6.3個住宅單位或其中部分一個停車位
不少於100平方米，但少於130平方米	每2.4個住宅單位或其中部分一個停車位
不少於130平方米，但少於160平方米	每1.8個住宅單位或其中部分一個停車位
不少於160平方米	每1.4個住宅單位或其中部分一個停車位

- (ii) 就本特別條件(a)(i)款而言，擬提供的住宅停車位總數應是根據本特別條件(a)(i)款的表格列明每個住宅單位的面積計算各個住宅停車位數目的總數。就此等條件而言，「每個住宅單位面積」一詞在總樓面面積方面指以下(I)及(II)的總數：
- (I) 該單位住戶獨家使用與享用的住宅單位總樓面面積，須從該單位的圍牆或護牆外面測量，除了分隔2個連接單位的圍牆，在該種情況下，須從該等牆壁的中心點測量並包括該單位內的內部分隔牆及支柱，但是為免存疑，不包括該單位內沒有列入計算本批地文件特別條件第(8)(c)條及(8)(d)條規定的總樓面面積的所有樓面面積；及
- (II) 與每個住宅單位成比例的住宅公用地方(按下文界定)的總樓面面積，在計算該面積時，在住宅單位圍牆外面供該地段已建或擬建發展項目的住宅部分的所有住戶共同使用與享用的住宅公用地方的總樓面面積，為免存疑，不包括按本批地文件特別條件第(8)(c)條及(8)(d)條沒有列入計算指定的有關總樓面面積的所有樓面面積(該住宅公用地方下文稱為「住宅公用地方」)，在計算時須按下列公式分攤給住宅單位：

住宅公用地方
的總樓面面積

×

按本特別條件(a)(ii)(I)款計算的有關
住宅單位的總樓面面積

按本特別條件(a)(ii)(I)款計算所有住宅
單位的總樓面面積

- (iii) 該地段已建或擬建提供超過75個住宅單位的每幢住宅單位大廈須按每幢住宅單位大廈1個停車位之比率或署長可批准的相關其他比率在該地段提供額外的停車位以供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌，屬於該地段上已建或擬建建築物的住宅單位之住戶的真正來賓、訪客或被邀請使用者的車輛，惟在該地段內至少提供2個該等停車位。
- (iv) 按本特別條件(a)(i)和(a)(iii)款(可能會按本批地文件特別條件第(23)條作出調整)提供的停車位不得用作該等款內指定以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。
- (b) (i) 在該地段上其他作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的總樓面面積的每300平方米提供1個停車位或署長可批准的其他相關數目停車位，供在該地段已建或擬建用作或擬用作非工業用途(不包括私人住宅、倉庫、酒店及加油站)的建築物或其中部分停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌的車輛，使署長滿意。
- (ii) 在計算按本特別條件(b)(i)款提供的停車位數目時，不包括擬用作泊車、裝卸用途的任何樓面面積。
- (iii) 按本特別條件(b)(i)款提供的停車位不得用作停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌，屬於該地段上已建或擬建作該款指定用途的建築物之佔用人和彼等的真正來賓、訪客或被邀請使用者的車輛以外的任何用途，及特別是上述停車位不得用作汽車儲存、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。

- (c) (i) 按本特別條件(a)款(可能會按本批地文件特別條件第(23)條作出調整)及(b)款提供的停車位中，承批人須按建築事務監督要求及批准保留與指定停車位數目，供《道路交通條例》、其下的規例及任何修訂法例界定的傷殘人士停泊車輛(下文稱為「傷殘人士停車位」)，但是必須在按本特別條件(a)(iii)款提供的停車位中保留與指定至少1個停車位，承批人不能保留或指定按本特別條件(a)(iii)款提供的全部停車位作為傷殘人士停車位。
- (ii) 傷殘人士停車位不得用作《道路交通條例》、其下的規例及任何修訂法例界定的傷殘人士停泊屬於該地段上已建或擬建的建築物之住戶或佔用人及彼等的真正來賓、訪客或被邀請使用者的車輛以外的任何用途，及特別是上述停車位不得用作汽車存放、陳列或展示以作汽車出售或其他用途或提供汽車清潔及美容服務。
- (d) (i) 須在該地段內提供署長可批准的兩個或其他數目的停車位，供停泊根據《道路交通條例》、其下的任何規例及任何修訂法例獲發牌且屬於該地段上已建或擬建的建築物中住宅單位的住戶及其真正來賓、訪客或被邀請使用者的電單車(下文稱為「住宅電單車停車位」)，使署長滿意。
- (ii) 住宅電單車停車位不得用作除本特別條件(d)(i)款所載之用途，及特別是上述停車位不得用作車輛存放、陳列或展示以作車輛出售或其他用途或提供車輛清潔及美容服務。
- (e) (i) 除傷殘人士停車位外，按本特別條件(a)款(可能會按本批地文件特別條件第(23)條作出調整)及(b)款提供的每個停車位的面積必須為2.5米闊及5.0米長，最低淨空高度為2.4米。
- (ii) 按建築事務監督要求及批准傷殘人士停車位的面積。
- (iii) 每個住宅電單車停車位的面積必須為1.0米闊及2.4米長，最低淨空高度為2.4米或署長可批准的其他至少高度。」

15. 批地文件特別條件第(22)條規定：

- 「(a) 必須按下列比率在該地段內提供車位供貨車裝卸，使署長滿意：
 - (I) 該地段已建或擬建的建築物每800住宅單位或其中部分提供1個裝卸貨車位或按署長可批准的其他比率提供，惟在該地段已建或擬建每幢住宅單位大廈至少提供1個裝卸貨車位，該裝卸貨車位須設在每幢住宅單位大廈旁邊或之內；
 - (II) 在該地段上已建或擬建作辦公室用途的建築物的總樓面面積中每3,000平方米或其中部分提供1個裝卸貨車位；及
 - (III) 在該地段上已建或擬建作非工業用途(不包括住宅、辦公室、酒店、倉庫及加油站)的建築物的總樓面面積的每1,200平方米或其中部分配置1個裝卸貨車位。
- (b) 按本特別條件(a)款提供的每個裝卸貨車位面積必須為3.5米闊及7.0米長，最低淨空高度為3.6米。該裝卸貨車位不能用作其提述的建築物有關的貨車裝卸以外的任何用途。
- (c) 在計算按本特別條件(a)(II)及(a)(III)款提供的停車位數目時，不包括用作泊車、裝卸用途的任何樓面面積。」

16. 批地文件特別條件第(25)條規定：

- 「(a) 住宅停車位及住宅電單車停車位不能：
 - (i) 轉讓，除非
 - (I) 連同賦予專屬權使用與管有該地段已建或擬建的一座或多座建築物之一個或多個住宅單位的不分割份數一併轉讓；或
 - (II) 承讓人現時已擁有具專屬權使用與管有該地段已建或擬建的一座或多座建築物之一個或多個住宅單位的不分割份數；或
 - (ii) 分租(租予該地段已建或擬建的一座或多座建築物內之住宅單位的住客除外)。
 於任何情況下，不可轉讓多過總共三個住宅停車位及住宅電單車停車位予該地段已建或擬建的一座或多座建築物內之任何一個住宅單位的業主或分租予任何一個住宅單位的住客。
- (b) 即使本特別條件(a)款規定，經署長的預先書面同意，承批人可以轉讓整個所有住宅停車位及住宅電單車停車位僅給承批人全資擁有的附屬公司。
- (c) 本特別條件(a)款不適用於轉讓、分租、按揭或抵押整個地段。」

17. 批地文件特別條件第(26)條規定：

「該地段內根據本批地文件特別條件第(21)(a)(iii)條(可按本批地文件特別條件第(23)條作出調整)及第(22)條提供的停車位及傷殘人士停車位應被指定為並構成公用地方的一部分。」

18. 批地文件特別條件第(27)條規定：

「經署長批准根據批地文件特別條件第(21)條(可按本批地文件特別條件第(23)條作出調整)及第(22)條列明提供於該地段內所有泊車、裝卸貨車位的佈局的圖則，或由認可人士(按《建築物條例》、其下的任何規例及任何修訂法例界定)核證的該圖則副本須遞交署長備存。任何影響該地段或其任何部分或任何已建或擬建在該地段的建築物或其任何部分的交易(除本批地文件特別條件第(16)(a)(iii)條規定的租賃合約或租契或相關租賃合約或租契的協議及本批地文件特別條件第(16)(a)(iv)條規定的建築按揭或署長可批准的其他相關交易)，均不得在該等備存前訂立。上述經批准圖則上列明的泊車、裝卸貨車位不得用於本批地文件特別條件第(21)及(22)條分別所載之外的用途。根據上述經批准圖則，承批人應對泊車、裝卸貨車位及其他停車位(包括但不限於升降機、等候處，與操作及通道地方)進行維修，且除非事先得到署長的書面同意，否則不得更改佈局。除上述經批准圖則列明的停車位外，該地段任何部分或其上的任何建築物或構築物不得用作泊車用途。」

19. 批地文件特別條件第(28)條規定：

「未經署長預先書面批准，承批人不能切割、移走或退縮該地段毗鄰或毗連的政府土地或在任何政府土地上進行任何類型的堆積、堆填或任何斜坡處理工程，署長可以自行酌情給予同意，施加他認為合適的條款及條件，包括按他可決定的地價授予額外的政府土地作為該地段的延伸段。」

20. 批地文件特別條件第(29)條規定：

- 「(a) 如果任何土地需要或已經被分割、排除或退讓或堆積或堆填或進行任何類型的斜坡處理工程，不論有否經署長預先書面同意，亦不論是在該地段內或任何政府土地內，旨在構建、平整或開發該地段或其中任何部分或承批人按此等條件需要進行的任何其他工程或作任何其他用途，承批人須自費進行與修建該等斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或今後成為必要的其他工程，以便保護與支撐該地段和任何毗鄰或毗連政府土地或出租土地內的泥土，避免與防止今後發生任何塌方、山泥傾瀉或地陷。承批人須在批地文件授予的租期期間自費保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物、排水或輔助工程或其他工程處於修繕妥當的狀態，使署長滿意。
- (b) 本特別條件(a)款不能影響此等條件(特別是本批地文件特別條件第(28)條)下的政府權利。
- (c) 倘若因為任何構建、平整、開發或承批人進行其他工程或任何其他原因造成任何時候發生塌方、山泥傾瀉或地陷，不論發生在或來自該地段任何土地或任何毗鄰或毗連政府土地或出租土地，承批人須自費進行修復並彌補，使署長滿意，並對因上述塌方、山泥傾瀉或地陷令政府、其代理人及承辦商承受、遭受或產生的一切費用、收費、損害賠償、要求及索償作出彌償。
- (d) 除了批地文件規定對違反此等條件的任何其他權利或濟助外，署長有權發出書面通知要求承批人進行、修建及保養該土地、斜坡處理工程、護土牆或其他支撐物、保護物及排水或輔助工程或其他工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承批人不理會或未能在通知指定的時期內執行該通知要求，使署長滿意，署長可立即執行與進行任何必要工程。承批人須在要求時歸還政府因此產生的費用連同任何行政費及專業費用及開支。」

21. 批地文件特別條件第(30)條規定：

- 「未經署長事先書面批准，不得在該地段使用碎石機。」

22. 批地文件特別條件第(31)條規定：

- 「(a) 倘若從該地段或開發該地段所影響的其他範圍腐蝕、沖洗或棄置泥土、廢土、廢料、建築廢料或建材(下文稱為「廢料」)到公共行人徑、道路或路渠、前濱、海床、污水渠、雨水渠、排水渠或溝渠或其他政府物業(下文稱為「政府物業」)，承批人須自費清理該等廢料並修復對政府物業造成的損壞。承批人須對上述腐蝕、沖洗或棄置造成私人物業的任何損壞或滋擾及引致的一切訴訟、索償及要求對政府作出彌償。
- (b) 即使本特別條件(a)款規定，署長可以(但沒有責任)應承批人要求清理上述廢料和修復對政府物業造成的損壞。承批人須在要求時向政府支付因此產生的費用。」

23. 批地文件特別條件第(32)條規定：

「承批人須在任何時候，特別是在任何建築、保養、翻新或維修工程(下文稱為「工程」)期間，採取或促使他人採取一切適當及充分的關注、技巧及預防措施，避免對該地段或其中任何部分之上、上面、之下或毗鄰的任何政府擁有或其他的現有排水渠、水路、水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置(下文統稱為「服務」)造成任何損壞、干擾或阻塞。承批人在進行上述任何工程之前須進行或促使他人進行適當的勘測及必要的了解，確定任何服務的現況及程度，並提交處理可能受上述工程影響的任何服務一切方面的書面建議給署長，供他審批，但必須在取得署長對工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長於批出上述審批時對服務施加的任何要求和承擔符合該等要求支出的費用，包括任何所需的改道、重鋪或修復的費用。承批人必須自費在一切方面維修、彌補及修復進行上述工程對該地段或該等服務以任何方式造成的任何損壞、干擾或阻塞(除了明渠、污水渠、雨水渠或總水喉須由署長負責修復，除非他另作選擇，承批人須在要求時向政府支付該等工程的費用)，使署長滿意。如果承批人未能對該地段或該等服務進行上述必要的改道、重鋪、維修、彌補及修復工程，使署長滿意，署長可進行他認為必要的上述改道、重鋪、維修、修復或彌補工程，承批人須在要求時向政府支付該等工程的費用。」

24. 批地文件特別條件第(33)條規定：

- 「(a) 承批人須自費建造與保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，使署長滿意，以便截斷與引導該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或政府雨水渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠(如已建及試用)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。承批人須在要求時向政府支付上述連接工程的費用。或者，該等連接工程可以按署長滿意的方式由承批人自費進行。在該種情況下，上述連接工程的任何一段若在政府土地內修建，必須由承批人自費保養，直至要求時由承批人移交給政府，由政府出資負責今後的保養。承批人須在要求時向政府支付有關上述連接工程的技術檢查之費用。若承批人未能保養上述在政府土地內修建連接工程的任何一段，署長可進行該等保養工程，承批人須在要求時向政府支付該等工程的費用。」

25. 批地文件特別條件第(34)條規定：

- 「(a) 承批人特此承認在本協議之日在該地段上存在污水管、其定線於隨附圖則中以藍線顯示及標記(下文稱為「現有污水管」)。在不影響本批地文件一般條件第2、3和4條的一般性的原則下，承批人應被視作已信納和接受該地段於本協議之日的狀況及狀態，且受存在現有污水管所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。倘因現有污水管令承批人遭受或蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何義務或責任。在本特別條件(c)款的規限下，承批人不得干擾、阻塞、移除或遷移或者允許或被干擾阻塞、移除或遷移現有污水管。」

- (b) 承批人須自費在一切方面營運及保養現有污水管，直至現有污水管在本特別條件(c)款的規定下改道，使署長滿意。
- (c) 在不影響本批地文件特別條件第(32)及(33)條的原則下，在該地段上的任何建築工程動工前(除土地勘測、拆遷工程及地盤平整工程外)，承批人須自費按署長可批准或要求的位置、材料、標準、規格及設計為現有污水管進行改道工程(下文稱為「排水渠改道工程」)，在一切方面使署長滿意，並按照署長根據本特別條件(d)款批准的建議，在一切方面良好且熟練地完成排水渠改道工程，使署長滿意。政府對因存在現有污水管和開展排水渠改道工程或其他原因導致承批人遭受或蒙受任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。承批人不能對任何損失、損害、滋擾或干擾向政府要求任何索償。
- (d) 在開始排水渠改道工程前，承批人須自費向署長提交排水渠改道工程建議，供他書面審批，及在一切方面使署長滿意，但必須在取得署長對該建議作出的書面批准後才能進行排水渠改道工程。
- (e) 在完成排水渠改道工程後，承批人須自費操作和保養污水管、排水渠、集水井、有蓋暗渠或沙井及作為排水渠改道工程一部分而搭建或建造的其他架構物(下文統稱為「改道污水管」)，使之處於良好狀況，在一切方面使署長滿意，直至承批人根據本特別條件(f)和(g)款移交改道污水管為止。
- (f) 在本特別條件(g)款的規限下，改道污水管須在政府要求時由承批人免費移交予政府，且在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式遵從此等條件，即視作承批人已免費移交改道污水管予政府。
- (g) 倘若改道污水管或其部分位於粉紅色加藍斜線範圍和分流路徑內，則在分別根據本批地文件特別條件第(9)(f)和(10)(n)條交還粉紅色加藍斜線範圍和分流路徑後，即視作承批人已免費移交改道污水管予政府。
- (h) 倘若承批人未能履行本特別條件(b)、(c)及(e)款所定的責任，政府可進行必要的工程，費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (i) 承批人須始終准許政府、署長、彼等官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在進行、視察、檢查及監管排水渠改道工程及按本特別條件(h)款進行的工程。
- (j) 政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款授權的任何人士，對政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款正式授權的任何人士行使權利所導致或附帶造成承批人或任何人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能對任何損失、損害、滋擾或干擾向政府、署長、彼等官員、承辦商、代理人、工人及根據本特別條件(i)款授權的任何人士要求索償。
- (k) 承批人須對進行排水渠改道工程或者搭建、建造、存在、維修或保養改道污水管或本特別條件(h)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」

26. 批地文件特別條件第(35)條規定：

- 「(a) 承批人特此承認在本協議之日在該地段上存在總喉、其定線於隨附圖則中以紅線顯示及標記(下文稱為「現有總喉」)。在不影響本批地文件一般條件第2、3和4條條文的一般適用範圍下，承批人應被視作已信納和接受該地段於本協議之日的現況及狀態，且受存在現有總喉所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。政府對因現有總喉的存在導致承批人遭受或蒙受的任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。在本特別條件(b)款的規限下，承批人不得干擾、阻塞、拆除或遷移或者允許或容許干擾、阻塞、拆除或遷移現有總喉。
- (b) 在不影響本批地文件特別條件第(32)條條文的原則下，於在該地段開始任何建築工程(土地勘測、拆遷工程及地盤平整工程除外)前，承批人須按署長批准或要求的位置、材料、標準、規格和設計，自費對或就現有總喉進行改道工程(下文稱為「總喉改道工程」)，在一切方面使署長滿意，並根據署長按本特別條件(c)款批准的建議，以良好和熟練方式完成總喉改道工程，在一切方面使署長滿意。政府對因現有總喉的存在和總喉改道工程的進行或其他原因導致承批人遭受或蒙受任何損失、損害、滋擾或干擾，毋須承擔任何責任或義務。承批人不能對任何有關損失、損害、滋擾或干擾向政府要求索償。
- (c) 在開始總喉改道工程前，承批人須自費向署長提交總喉改道工程建議，供他書面審批，及在一切方面使署長滿意，但必須在取得署長對該建議作出的書面批准後才能進行總喉改道工程。
- (d) 在完成總喉改道工程後，承批人須自費保養總喉、集水井、有蓋暗渠或沙井及作為總喉改道工程一部分而搭建或建造的其他架構物(下文統稱為「改道總喉」)，使之處於良好狀況，在一切方面使署長滿意，直至承批人根據本特別條件(e)和(f)款移交改道總喉為止。
- (e) 在本特別條件(f)款的規限下，改道總喉須在政府要求時由承批人免費移交予政府，且在任何情況下，於署長致函予承批人當日，說明承批人已以其滿意的方式遵從此等條件，即視作承批人已免費移交改道總喉予政府。
- (f) 倘若改道總喉或其部分位於粉紅色加藍斜線範圍和分流路徑內，則在分別根據本批地文件特別條件第(9)(f)和(10)(n)條交還粉紅色加藍斜線範圍和分流路徑後，即視作承批人已免費移交改道總喉予政府。
- (g) 倘若承批人未能履行本特別條件(b)及(d)款所定的責任，政府可進行必要的工程，費用由承批人承擔。承批人須在接獲要求時向政府支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (h) 承批人須始終准許政府、署長及其官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在：
 - (i) 於在完成總喉改道工程前，視察、操作、保養及修理現有總喉；及
 - (ii) 進行、視察、檢查及監管總喉改道工程及按本特別條件(g)款進行的工程。

- (i) 政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款授權的任何人士，對政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款正式授權的任何人士行使權利所導致或附帶造成承批人或任何人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人不能對任何有關損失、損害、滋擾或干擾向政府、署長及其官員、承辦商、代理人、工人及根據本特別條件(h)款授權的任何人士要求索償。
- (j) 承批人須對進行總喉改道工程或者搭建、建造、存在、維修或保養改道總喉或本特別條件(g)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」

27. 批地文件特別條件第(36)條規定：

- 「(a) 承批人特此承認在本協議之日在該地段上存在燈柱、其定線於隨附圖則中以「BF0899」顯示及標記(下文稱為「現有燈柱」)。
- (b) 於在該地段開始任何建築工程(土地勘測、拆遷工程及地盤平整工程除外)前，承批人須自費對或就現有燈柱進行拆卸工程(下文稱為「現有燈柱拆卸工程」)，在一切方面使署長滿意，並以良好和熟練方式完成現有燈柱拆卸工程，在一切方面使署長滿意。
- (c) 承批人須始終准許政府、署長及其官員、承辦商、代理人、工人及署長授權的任何人士帶上或不帶工具、設備、機械、機器或車輛有權自由及不受限制地出入、經過及往返該地段或其中任何部分，旨在：
 - (i) 在完成現有燈柱拆卸工程前，視察、操作、保養及修理現有燈柱；及
 - (ii) 視察、檢查及監管現有燈柱拆卸工程。」

28. 批地文件特別條件第(37)條規定：

- 「(a) 承批人須在本協議之日起的六個曆月(或署長可批准的其他期限)內自費提交或安排他人提交一份排污影響評估(下文稱為「排污影響評估」)給環境保護署署長(下文稱為「環保署署長」)作書面審批，在一切方面使環保署署長滿意。該評估除了其他事項外，還須載有環保署署長可要求的資料及詳情，包括但不限於開發該地段可能產生的一切不利的排污影響和實施緩解措施、改善工程及其他措施及工程的建議。
- (b) 承批人須在環保署署長指定的期限內自費實施環保署署長批准的排污影響評估的建議，在一切方面使環保署署長滿意。
- (c) 排污影響評估的技術方面應由具有土木工程資格的香港工程師學會的成員以行業專家或執業土木工程師進行。
- (d) 在環保署署長沒有書面批准排污影響評估之前，不能在該地段或其中任何部分展開建築工程(拆遷工程、土地勘測及地盤平整工程除外)。
- (e) 為免存疑和在不影響本批地文件一般條件第2、3和4條的一般適用範圍下，承批人特此明文承認及同意他須獨自負責自費實施環保署署長批准的排污影響評估的建議，在一切方面使環保署署長滿意。政府及其官員對承批人履行本特別條件或其他條件下的責任所產生或附帶造成承批人遭受或蒙受任何費用、損害或損失，毋須向承批人承擔任何責任、義務或法律責任。承批人不能對任何有關費用、損害或損失向政府或其官員要求索償。」

29. 批地文件特別條件第(38)條規定：

- 「(a) 承批人須在本協議之日起的六個曆月(或署長可批准的其他期限)內自費提交或安排他人提交一份開發該地段的噪音影響評估(下文稱為「噪音影響評估」)給署長作書面審批，在一切方面使署長滿意。該評估除了其他事項外，還須載有署長可要求的資料，包括但不限於開發該地段可能產生的一切不利的噪音影響和採取適當的噪音緩解措施(下文稱為「噪音緩解措施」)的建議。
- (b) 承批人須在署長指定的期限內自費進行與實施噪音影響評估建議並經署長批准的噪音緩解措施(下文稱為「經批准噪音緩解措施」)，在一切方面使署長滿意。
- (c) 在署長沒有書面批准噪音影響評估之前，不能在該地段或其中任何部分展開建築工程(拆遷工程、土地勘測及地盤平整工程除外)。
- (d) 為免存疑和在不影響本批地文件一般條件第2、3和4條的一般適用範圍下，承批人特此明文承認及同意他須獨自負責自費實施經批准噪音緩解措施，在一切方面使署長滿意。政府及其官員對承批人履行本特別條件或其他條件下的責任所產生或附帶造成承批人遭受或蒙受任何費用、損害或損失，毋須向承批人承擔任何責任、義務或法律責任。承批人不能對任何有關費用、損害或損失向政府或其官員要求索償。」

30. 批地文件特別條件第(39)條規定：

- 「倘若經批准噪音緩解措施包括在該地段上搭建或建造伸展超出該地段的邊界和在毗鄰政府土地任何部分之上及上方的隔音屏障(下文稱為「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，在一切方面符合《建築物條例》、據此制定的任何法例及任何修訂條例；
- (b) 不能在該地段毗鄰的任何政府土地之上、上方或之下搭建噪音屏障的地基或承建物；
- (c) 未經署長的預先書面批准，不能在隔音屏障或其中任何部分之處或之上作出或固定任何更改、增建、更換或連接；
- (d) 承批人須在任何時候自費維護、保養及維修隔音屏障或(如果署長批准)其進行更換，使之保持修葺良好堅固狀態，在一切方面使署長滿意。如果按本(d)款進行任何工程需要臨時封閉交通或改道，必須在取得運輸署署長對臨時交通安排的書面同意後才能展開任何工程；
- (e) 隔音屏障只能用作隔音屏障之用途。未經署長的預先書面同意，承批人不能使用或容許或允許他人使用隔音屏障或其中任何部分張貼廣告或展示任何標誌、通告或海報；
- (f) 經署長的預先書面批准，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，旨在按本特別條件進行搭建、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) 政府對其進入或進行本特別條件(f)款提及的工程所產生或附帶造成承批人或任何其他人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任或義務。承批人不能對任何有關損失、損害、滋擾或干擾向政府要求索償；

- (h) 承批人須在任何時候採取必要的預防措施，防止因為搭建、建造、維修、保養、更改、翻新、更換、使用、拆除或移動隔音屏障，對該地段毗鄰的政府土地和隔音屏障或進入或使用該地段毗鄰的政府土地和隔音屏障的任何人士或車輛造成任何損害或損傷；
- (i) 署長有權在任何時候自行酌情向承批人發出一封書面通知，要求承批人在收到該書面通知後，在通知日起的六個曆月內拆除與移走伸展到政府土地上面的隔音屏障部分，不能作出任何更換。承批人須在上述書面通知指定的期間內自費拆除與移走上述隔音屏障部分，在一切方面使署長滿意；
- (j) 倘若承批人未能履行本特別條件所定的責任，署長可進行必要的工程。承批人須在接獲要求時向署長支付相等於該工程費用的金額，該金額由署長決定，其決定為最終決定並對承批人有約束力。
- (k) 承批人須始終准許署長、其官員、承辦商、代理人、工人及署長授權的任何其他人士在據此同意給予的期限內帶上或不帶工具、設備、機械、機器或車輛有權免費、自由及不受限制出入、經過及往返該地段或其中任何部分及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件(a)、(d)及(i)款進行的任何工程，以及進行本特別條件(j)款規定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件下的責任、署長行使本特別條件(k)款的進入權或進行本特別條件(j)款規定的任何工程所產生或附帶造成承批人或任何其他人士遭受或蒙受任何損失、損害、滋擾或干擾毋須承擔任何責任。承批人無權就有關損失、損害、滋擾或干擾向政府或署長或其授權的官員要求索償或要求補償；及
- (m) 承批人須對搭建、建造、存在、維修、保養、更改、翻新、更換、使用、拆除或移走隔音屏障或進行本特別條件(j)款規定的工程直接或間接造成或有關的一切責任、損失、損害、索償、費用、開支、收費、索求、訴訟或其他司法程序，始終向政府、署長、其官員、承辦商、代理人、工人及署長授權的任何其他人士作出彌償，並確保彼等獲彌償保障。」

31. 批地文件特別條件第(42)條規定：

「不准在該地段搭建或製作墳墓或骨灰龕，亦不准在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。」

註：請查閱批地文件以了解全部詳情。批地文件全文現存於售樓處，於開放時間可供免費查閱，並可在要求及支付所需影印費後取得批地文件之複印本。

在本「批地文件的摘要」章節中，「承批人」指市區重建局，在上下文義允許或要求下，包括它的繼承人及受讓人。除另作定義外，本批地文件的摘要使用的專有詞語具有批地文件內該詞語的相同意義。

1. The Development is situated on The Remaining Portion of New Kowloon Inland Lot No. 6585 (the "lot") which is held under the Conditions of Grant No. 20334 dated 24 January 2019 (the "Land Grant").

2. The lot is granted for a term of 50 years commencing from 24 January 2019.

3. 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."

4. 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."

5. 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."

6. Special Condition No. (3) of the Land Grant stipulates that:-

" (a) The Grantee acknowledges that as at the date of this Agreement there are some buildings and structures erected on the lot and parts of the said buildings and structures project over the adjacent Government lands (the said buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures"). Prior to the date specified in Special Condition No. (4) hereof, the Grantee shall at his own expense in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures (the works for such demolition and removal are hereinafter collectively referred to as "the Demolition and Removal Works"). The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures.

(b) The Grantee acknowledges that as at the date of this Agreement, there are some utilities existing on the Pink Hatched Blue Area (as hereinafter defined in Special Condition No. (9)(a) hereof) and the Existing Lane (as hereinafter defined in Special Condition No. (10)(a) hereof) (the said utilities are hereinafter referred to as "the Existing Utilities") and undertakes to remove, relay and divert at his own expense the Existing Utilities in all respects to the satisfaction of the Director on or before the date specified in Special Condition No. (4) hereof. The Grantee shall at all reasonable times prior to the removal, relaying and diversion of all the Existing Utilities to the

satisfaction of the Director permit the Government and the public utility companies authorized by the Government for the purposes of these Conditions the right of ingress, egress and regress to, from and through the lot as the Government or the said public utility companies may require for the purpose of maintaining, removing, relaying and diverting the Existing Utilities. The Government and the said public utility companies will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent removal, relaying and diversion of the Existing Utilities or the exercise of the rights under this sub-clause (b) by the Government and the said public utility companies or otherwise and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the use, presence or subsequent removal, relaying and diversion of the Existing Utilities.

- (c) Without prejudice to the generality of sub-clause (a) of this Special Condition, the Grantee acknowledges that as at the date of this Agreement, certain structures including but not limited to pipes, architectural features and scaffoldings protrude from the buildings erected on all those pieces or parcels of land registered in the Land Registry as the Remaining Portion of Section B of New Kowloon Inland Lot No. 2661, New Kowloon Inland Lot No. 2759 and the Remaining Portion of Section A of New Kowloon Inland Lot No. 2797 respectively shown and marked NKIL 2661 S.B RP, NKIL 2759 and NKIL 2797 S.A RP for identification purpose only on the plan annexed hereto (hereinafter collectively referred to as "the Adjoining Lots") onto the lot (the said structures are hereinafter collectively referred to as "the Encroachment") and the grant of the lot is subject to the existence of the Encroachment. The Government gives no warranty, expressed or implied, as to the physical condition, state or safety of the Encroachment or any part thereof, or as to whether the Encroachment was erected or installed or has remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation, or as to whether the Encroachment will be demolished, removed or rectified. The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons in respect of the Encroachment or the presence, maintenance, repair, demolition or removal of the Encroachment or for any damage, nuisance or disturbance caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to the Encroachment or the presence, maintenance, repair, demolition or removal of the Encroachment or the carrying out of any works by the Grantee or any other persons in relation thereto or the taking of steps or legal proceedings or actions against the registered owners or occupiers of the Adjoining Lots or any other persons in respect thereof. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the Encroachment or the presence, maintenance, repair, demolition or removal of the Encroachment.

- (d) For the avoidance of doubt, the existence of the Existing Buildings and Structures and the Encroachment and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."

7. Special Condition No. (4) 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 March, 2025*."

(*According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, the completion date of the Development of the lot referred to in Special Condition No. (4) of the Land Grant (i.e. building covenant) shall be amended to 30 September 2025 to replace 31 March 2025, and the completion dates in Special Conditions Nos. (3)(a), (3)(b), (9)(b) and (10)(c) of the Land Grant shall be accordingly amended to 30 September 2025.)

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

- " (a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:
- (i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;
 - (ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and
 - (iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.
- (c) Any floor to be used solely for accommodating the parking, loading and unloading spaces to be provided in accordance with Special Condition Nos. (21) and (22) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.

- (d) For the purpose of this Special Condition, the decision of the Director as to what constitutes a floor or floors and whether a floor or floors constitute(s) a basement level or basement levels shall be final and binding on the Grantee."

9. Special Condition No. (6) 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."

10. Special Condition No. (7) 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. (18)(a)(v) hereof."

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

- " (a) Except with the prior written consent of the Director (who may give such consent on such terms and conditions as he sees fit or refuses at his absolute discretion), no tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Structures as defined in sub-clause (b) of this Special Condition) shall be erected or constructed or placed on, over, under, above, below or within that portion of the lot shown coloured pink hatched blue on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Blue Area").

- (b) The Grantee shall:

- (i) on or before the 31st day of March, 2025** (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
- (I) lay, form and surface the Pink Hatched Blue Area; and
- (II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

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

(**According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, this date shall be amended to 30 September 2025.)

- (ii) manage and maintain at his own expense the Pink Hatched Blue Area together with the Structures in all respects to the satisfaction of the Director until such time as the whole of the Pink Hatched Blue Area has been surrendered to the Government under sub-clause (f) of this Special Condition.
- (c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (d) The Grantee shall at all reasonable times prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f) of this Special Condition permit the Director, his officers, contractors and any persons authorized by him or them, with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (b) of this Special Condition and for the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition and any other works which the Director may consider necessary in the Pink Hatched Blue Area.
- (e) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition or the exercise of the rights by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (c) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his officers, contractors and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.

- (f) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Pink Hatched Blue Area or any part or parts thereof together with the Structures as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Pink Hatched Blue Area or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
- (g) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Pink Hatched Blue Area from the lot to the satisfaction of the Director provided that this sub-clause (g) shall not apply to a building mortgage as provided under Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
- (h) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Pink Hatched Blue Area or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (h) shall not apply to the surrender and carving out of the Pink Hatched Blue Area as provided respectively in sub-clauses (f) and (g) of this Special Condition and a building mortgage as provided in Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof.
- (i) The Pink Hatched Blue Area or any part or parts thereof shall not be used for any purpose other than public pedestrian passage on foot or by wheelchair or such other purposes as the Director in his sole discretion may approve. No goods or vehicles shall be stored or parked within the Pink Hatched Blue Area or any part or parts thereof.
- (j) The Grantee shall, after the works referred to in sub-clause (b)(i) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Pink Hatched Blue Area to the Government in accordance with sub-clause (f) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Pink Hatched Blue Area.
- (k) 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 (j) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (l) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (j) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Pink Hatched Blue Area or any part or parts thereof to the public for the right of passage.
- (m) (i) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (j) 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(l) of the Building (Planning) Regulations, any amendment thereto and 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(l) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (f) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(2) of the Building (Planning) Regulations, any amendment thereto and 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(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
- (n) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Pink Hatched Blue Area or any part or parts thereof pursuant to sub-clause (f) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (o) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Pink Hatched Blue Area."

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

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing lane within that portion of the lot shown coloured pink hatched black stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Hatched Black Stippled Black Area") and that portion of the lot shown coloured pink stippled black on the plan annexed hereto (hereinafter referred to as "the Pink Stippled Black Area") (the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area are hereinafter collectively referred to as "the Existing Lane").
- (b) Unless and until the Existing Utilities have been removed, relayed or diverted out of the Pink Stippled Black Area pursuant to Special Condition No. (3)(b) hereof and the Grantee has fulfilled his obligations under Special Condition Nos. (10)(c), (34)(c) and (35) (b) hereof in all respects to the satisfaction of the Director, the Grantee shall:
 - (i) permit the Government and all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Existing Lane and shall ensure that such access and passage shall not be interfered with or obstructed by the carrying out of the works under sub-clause (c) of this Special Condition or otherwise; and
 - (ii) manage and maintain at his own expense the Existing Lane in all respects to the satisfaction of the Director.
- (c) The Grantee shall on or before the 31st day of March, 2025** (or such other extended date as may be approved by the Director), at his own expense, in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director:
 - (i) lay, form and surface that portion of the lot shown coloured pink hatched black on the plan annexed hereto and the Pink Hatched Black Stippled Black Area (hereinafter collectively referred to as "the Diversionary Lane"); and
 - (ii) provide and construct such gullies, sewers, drains, water mains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings, access steps, stairways, ramps, and such other structures as the Director in his absolute discretion may require (hereinafter collectively referred to as "the Lane Facilities");
 so that pedestrian traffic may be carried on the Diversionary Lane.
 (**According to the letter dated 3 August 2020 issued by the District Lands Office/Kowloon West, this date shall be amended to 30 September 2025.)
- (d) The Grantee shall manage and maintain at his own expense the Diversionary Lane together with the Lane Facilities in all respects to the satisfaction of the Director until such time as the whole of the Diversionary Lane has been surrendered to the Government under sub-clause (n) of this Special Condition.
- (e) The Grantee shall, after the works referred to in sub-clause (c) of this Special Condition have been completed to the satisfaction of the Director and prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition, permit all members of the public at all times during the day and night for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, by, through and over the Diversionary Lane.
- (f) No tree or shrub shall be planted and no building or structure or support for any building or structure (other than the Lane Facilities) shall be erected or constructed or placed on, over, under, above, below or within the Diversionary Lane.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) or (d) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.
- (h) (i) The Grantee shall at all reasonable times prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition permit the Director, his officers, contractors and any persons authorized by him or them with or without tools, equipment, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
 - (I) inspecting, checking and supervising any works to be carried out in compliance with sub-clauses (b), (c) and (d) of this Special Condition;
 - (II) carrying out, inspecting, checking and supervising the works under sub-clause (g) of this Special Condition; and
 - (III) laying, installing, diverting, removing, inspecting, repairing and maintaining such parts of the Services (as hereinafter defined in Special Condition No. (32) hereof) being or running upon, over or under the Diversionary Lane and the Existing Lane and carrying out any other works which the Director may consider necessary on, over, under, above, below or within the Diversionary Lane and the Existing Lane.
- (ii) The Grantee shall at all reasonable times prior to the surrender of the whole of the Diversionary Lane to the Government in accordance with sub-clause (n) of this Special Condition permit the public utility companies authorized by the Government for the purposes of these Conditions, their respective officers, contractors and agents and any persons authorized by him or them with or without tools, equipment, machinery, the right of free and unrestricted ingress, egress and regress to, from and through the Diversionary Lane for the purposes of checking, laying, installing, diverting, removing, inspecting, repairing and maintaining their drain, waterway or watercourse, water main, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over or under the Diversionary Lane.

- For the avoidance of doubt, the rights reserved under sub-clauses (h)(i) and (h)(ii) of this Special Condition in respect of the Pink Stippled Black Area shall cease upon fulfilment of the obligations under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director.
- (i) The Government, the Director, his officers, contractors, agents and any persons authorized by him or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (c) of this Special Condition or the exercise by the Government, the Director, his officers, contractors, agents and any persons authorized by him or them of the rights conferred under sub-clause (g) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government, the Director, his officers, contractors, agents and any persons authorized by him or them in respect of any such loss, damage, nuisance or disturbance.
 - (j) 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 (e) of this Special Condition, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.
 - (k) 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 Existing Lane, the Diversionary Lane or any part or parts thereof to the public for the right of passage.
 - (l) For the avoidance of doubt,
 - (i) prior to the fulfilment of the obligation under sub-clause (c) of this Special Condition by the Grantee in all respects to the satisfaction of the Director, the Existing Lane shall not be used for any purpose other than for all members of the public to pass and repass freely in accordance with sub-clause (b)(i) of this Special Condition; and
 - (ii) thereafter the Diversionary Lane shall not be used for any purpose other than for all members of the public to pass and repass freely in accordance with the sub-clause (e) of this Special Condition.
 - (m) (i) It is expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clauses (b) and (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 and 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(l) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
 - (ii) It is further expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (n) 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(2) of the Building (Planning) Regulations, any amendment thereto and 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(2) of the Building (Planning) Regulations, any amendment thereto and substitution therefor.
 - (n) The Grantee shall at his own expense at any time or times when called upon to do so by the Director surrender and deliver up vacant possession of the Diversionary Lane together with the Lane Facilities as the Director shall at his sole discretion specify to the Government free from all encumbrances and without any consideration, payment or compensation whatsoever payable by the Government to the Grantee provided always that the Government shall be under no obligation to accept surrender of the Diversionary Lane at the request of the Grantee, but may do so as and when the Government sees fit. For this purpose the Grantee shall at his own expense execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require.
 - (o) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part or parts thereof or any interest therein or any building or buildings or part or parts of any building or buildings thereon or enter into any agreement so to do unless and until the Grantee has at his own expense carved out the Diversionary Lane from the lot to the satisfaction of the Director provided that this sub-clause (o) shall not apply to a building mortgage as provided under Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof. Prior to such carving out, the Grantee shall at his own expense submit the carving out document to the Director for his written approval.
 - (p) The Grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the Diversionary Lane or any part thereof or any interest therein or enter into any agreement so to do provided that this sub-clause (p) shall not apply to the surrender and carving out of the Diversionary Lane as provided respectively in sub-clauses (n) and (o) of this Special Condition and a building mortgage as provided in Special Condition No. (16)(a)(iv) hereof or to undertaking(s) as provided under Special Condition No. (16)(b) hereof.

- (q) The Grantee agrees and accepts that upon development or redevelopment of the lot or any part thereof after the surrender of the Diversionary Lane or any part or parts thereof pursuant to sub-clause (n) of this Special Condition, due to the reduction of the area of the lot or otherwise, the Grantee may not be able to attain the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof. The Government shall have no liability and the Grantee shall have no claim for compensation or refund of premium or payment of whatsoever nature against the Government in the event that the respective maximum gross floor areas stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof cannot be attained.
- (r) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the Grantee's obligations under this Special Condition or out of or in connection with the Existing Lane and the Diversionary Lane."

13. Special Condition No. (12) 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 areas respectively stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof, subject to Special Condition No. (41)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculation.
- (c) In the event that any part of the Facilities is exempted from the gross floor area 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. (18)(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 within the lot and their bona fide visitors and by no other person or persons."

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

- " (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at 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 for or to a number of Residential Parking Spaces 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 33.3 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 19 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 6.3 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 2.4 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.8 residential units or part thereof
Not less than 160 square metres	One space for every 1.4 residential units or part thereof

- (ii) For the purpose of sub-clause (a)(i) of this Special Condition, the total number of Residential Parking Spaces to be provided 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) of this Special Condition. 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 are not taken into account for the calculation of gross floor area stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof; and

- (II) the pro-rata gross floor area of Residential Common Area (as hereinafter defined) in respect of a residential unit. In so calculating, the total gross floor area of residential common area, which is for common use and benefit of all residents of the residential portion of the Development erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which are not taken into account for the calculation of gross floor area stipulated in Special Condition Nos. (8)(c) and (8)(d) hereof (which residential common area is hereinafter referred to as the "Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of Residential Common Area

x

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

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

(iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 1 space for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of two spaces being provided.

(iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (as may be varied under Special Condition No. (23) hereof) 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) One space for every 300 square metres of gross floor area for other non-industrial (excluding residential, godown, hotel and petrol filling station) purpose or such other number as may be approved by the Director 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 for the part or parts of the building or buildings erected or to be erected on the lot used or to be used for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

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

(iii) The spaces provided under sub-clause (b) (i) of this Special Condition shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in the said sub-clause and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(c) (i) Out of the spaces provided under sub-clauses (a) (as may be varied under Special Condition No. (23) hereof) and (b) of this Special Condition, 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 and that the Grantee shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition to become the Parking Spaces for 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 or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(d) (i) Two spaces or such other number of spaces as may be approved by the Director 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 residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Motor Cycle Parking Spaces").

(ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out in sub-clause (d)(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.

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- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a) (as may be varied under Special Condition No. (23) hereof) and (b) 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 Residential Motor Cycle Parking Spaces 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."

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

- " (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
 - (I) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit;
 - (II) one space for every 3,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for office purposes; and
 - (III) one space for every 1,200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.
- (c) For the purpose of calculating the number of spaces to be provided under sub-clauses (a)(II) and (a)(III) of this Special Condition, any floor area to be used for parking, loading and unloading purposes shall be excluded."

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

- " (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

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

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

- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the 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."

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

"The spaces provided within the lot in accordance with Special Condition Nos. (21)(a)(iii) (as may be varied under Special Condition No. (23) hereof) and (22) hereof and the Parking Space for the Disabled Persons shall be designated as and form part of the Common Areas."

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

"A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Condition Nos. (21) (as may be varied under Special Condition No. (23) hereof) and (22) hereof, or a copy of such plan certified by an authorized person (as defined in the Buildings ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (16)(a)(iii) hereof and a building mortgage under Special Condition No. (16)(a)(iv) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (21) and (22) hereof. The Grantee shall maintain the parking, loading and unloading spaces and other spaces, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes."

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

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

20. Special Condition No. (29) 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. (28) hereof.
- (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 and professional fees and charges."

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

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

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

- " (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the 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."

23. Special Condition No. (32) 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 any part thereof (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 any of the Services in any manner arising out of the works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or 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."

24. Special Condition No. (33) 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 of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works."

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

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing sewer pipe within the lot, the alignment of which is shown and marked by a blue line on the plan annexed hereto (hereinafter referred to as "the Existing Sewer Pipe"). Without prejudice to the generality of the provisions of General Condition Nos. 2, 3 and 4 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of this Agreement subject to the presence of the Existing Sewer Pipe and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence of the Existing Sewer Pipe. Subject to sub-clause (c) of this Special Condition, the Grantee shall not interfere with or obstruct or remove or relocate or permit or suffered to be interfered with or obstructed or removed or relocated the Existing Sewer Pipe.

- (b) The Grantee shall operate and maintain at his own expense the Existing Sewer Pipe in all respects to the satisfaction of the Director until the Existing Sewer Pipe has been diverted under sub-clause (c) of this Special Condition.
- (c) Without prejudice to the provisions of Special Condition Nos. (32) and (33) hereof, prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Sewer Pipe (hereinafter referred to as "the Drainage Diversion Works") to such location or locations with such materials and to such standard, specification and design as the Director may approve or require and complete the Drainage Diversion Works in accordance with the proposal approved by the Director under sub-clause (d) of this Special Condition in good and workmanlike manner in all respects to the satisfaction of the Director. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence of the Existing Sewer Pipe and the carrying out of the Drainage Diversion Works 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.
- (d) Prior to commencement of the Drainage Diversion Works, the Grantee shall at his own expense and in all respects to the satisfaction of the Director submit to the Director for his written approval a proposal for the Drainage Diversion Works and shall not carry out the Drainage Diversion Works until the Director shall have given his written approval to the proposal.
- (e) Upon completion of the Drainage Diversion Works, the Grantee shall at his own expense operate and maintain the sewer pipe, drains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Drainage Diversion Works (hereinafter collectively referred to as "the Diverted Sewer Pipe") in good condition and in all respects to the satisfaction of the Director until the Diverted Sewer Pipe shall be handed over by the Grantee in accordance with sub-clauses (f) and (g) of this Special Condition.
- (f) Subject to sub-clause (g) of this Special Condition, the Diverted Sewer Pipe shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted sewer Pipe shall be deemed to have been handed over to the Government by the Grantee free of cost on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.
- (g) In the event that the Diverted Sewer Pipe or parts thereof falls within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Sewer Pipe shall be deemed to have been handed over to the Government by the Grantee free of cost upon the surrender of the Pink Hatched Blue Area and the Diversionary Lane under Special Condition Nos. (9)(f) and (10)(n) hereof respectively.