

- (h) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (e) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
- (i) The Grantee shall at all times permit the Government, the Director and their officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of carrying out, inspecting, checking and supervising the Drainage Diversion Works and the works under sub-clause (h) of this Special Condition.
- (j) The Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and their officers, contractors, agents and workmen and any persons duly authorized under sub-clause (i) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition by the Grantee in respect of any loss, damage, nuisance or disturbance.
- (k) The Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Drainage Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Sewer Pipe or the works under sub-clause (h) of this Special Condition."

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

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there are existing water mains within the lot, the alignments of which are shown and marked by red lines on the plan annexed hereto (hereinafter referred to as "the Existing Water Mains"). 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 Water Mains 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 Water Mains. Subject to sub-clause (b) 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 Water Mains.

- (b) Without prejudice to the provisions of Special Condition No. (32) 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 Water Mains (hereinafter referred to as "the Water Mains 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 Water Mains Diversion works in accordance with the proposal approved by the Director under sub-clause (c) 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 Water Mains and the carrying out of the Water Mains 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.
- (c) Prior to commencement of the water Mains 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 Water Mains Diversion Works and shall not carry out the Water Mains Diversion Works until the Director shall have given his written approval to the proposal.
- (d) Upon completion of the Water Mains Diversion Works, the Grantee shall at his own expense maintain the water mains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Water Mains Diversion Works (hereinafter collectively referred to as "the Diverted Water Mains") in good condition and in all respects to the satisfaction of the Director until the Diverted Water Mains shall be handed over by the Grantee in accordance with sub-clauses (e) and (f) of this Special Condition.
- (e) Subject to sub-clause (f) of this Special Condition, the Diverted Water Mains shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Water Mains 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.
- (f) In the event that the Diverted Water Mains or parts thereof fall within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Water Mains 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.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (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 shall be binding upon the Grantee.

- (h) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of:
 - (i) inspecting, operating, maintaining and repairing the Existing Water Mains prior to the completion of the Water Mains Diversion Works; and
 - (ii) carrying out, inspecting, checking and supervising the Water Mains Diversion Works and the works under sub-clause (g) of this Special Condition.
- (i) The Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (h) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Water Mains Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Water Mains or the works under sub-clause (g) of this Special Condition."

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

- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there is an existing lamp post within the lot, the alignment of which is shown and marked with "BF0899" on the plan annexed hereto (hereinafter referred to as "the Existing Lamp Post").
- (b) 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 removal works for or in connection with the Existing Lamp Post (hereinafter referred to as "the Existing Lamp Post Removal Works"), and complete the Existing Lamp Post Removal Works in good and workmanlike manner in all respects to the satisfaction of the Director.
- (c) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purposes of:
 - (i) inspecting, operating, maintaining and repairing the Existing Lamp Post prior to the completion of the Existing Lamp Post Removal Works; and
 - (ii) inspecting, checking and supervising the Existing Lamp Post Removal Works."

28. Special Condition No. (37) of the Land Grant stipulates that:-

- " (a) The Grantee shall within six calendar months from the date of this Agreement (or such other period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection (hereinafter referred as "the DEP") submit or cause to be submitted to the DEP for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the DEP may require including but not limited to all adverse sewerage impact as may arise from the Development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
- (b) The Grantee shall at his own expense implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP and within such time limit as may be stipulated by the DEP.
- (c) The technical aspects of the SIA shall be undertaken by a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline or a chartered civil engineer.
- (d) No building works (except the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the DEP.
- (e) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

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

- " (a) The Grantee shall within six calendar months from the date of this Agreement (or such other period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a noise impact assessment (hereinafter referred to as "NIA") on the Development of the lot containing, among others, such information as the Director may require including but not limited to all adverse noise impacts on the Development of the lot and proposals for appropriate noise mitigation measures (hereinafter referred to as "Noise Mitigation Measures").
- (b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.

- (c) No building works (except the Demolition and Removal Works, ground investigation and site formation works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) For the avoidance of doubt and without prejudice to the generality of General Condition Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

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

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

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

- (g) the Government shall have no responsibility or liability for 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 their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;
- (h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier;
- (i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;
- (j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director 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;
- (k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, his or their workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of cost for the purpose of inspecting, checking, and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;
- (l) neither the Government nor the Director shall have any 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 this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and

- (m) the Grantee shall at all times indemnify and keep indemnified the Government, the Director, his officers, contractors, agents, his or their workmen and any other person authorized by the Director from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition.”

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

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

Note: For full details, please refer to the Land Grant. Full script of the Land Grant is available for free inspection upon request at the sales office during opening hours and copies of the Land Grant can be obtained upon paying necessary photocopying charges.

For the purpose of this section of “Summary of Land Grant”, “the Grantee” means Urban Renewal Authority and where the context so admits or requires includes its successors and assigns. Unless otherwise defined, the capitalized terms used in this Summary of Land Grant shall have the same meaning of such terms in the Land Grant.

A. 批地文件規定興建並提供予政府或供公眾使用的設施**1. 描述**

- (a) 批地文件特別條件第(9)(a)條及(9)(b)(II)條分別提及的「粉紅色加藍斜線範圍」及「構築物」
- (b) 批地文件特別條件第(10)(a)條提及的「現存路徑」(包括「粉紅色加黑斜線加黑點範圍」及「粉紅色加黑點範圍」)
- (c) 批地文件特別條件第(10)(c)(i)條及(10)(c)(ii)條分別提及的「分流路徑」及「路徑設施」
- (d) 批地文件特別條件第(34)(c)條及(34)(e)條分別提及的「排水渠改道工程」及「改道污水管」
- (e) 批地文件特別條件第(35)(b)條及(35)(d)條分別提及的「總喉改道工程」及「改道總喉」

- 2. 公眾有權依據批地文件規定使用第1(a)、(b)及(c)段所載的各項設施。

B. 批地文件規定由發展項目內住宅物業業主出資管理、營運或維修以作公眾使用的設施

不適用。

C. 批地文件規定由發展項目內住宅物業業主出資管理、營運或維修作公眾使用的休憩用地面積

不適用。

D. 發展項目所位於的土地中為施行《建築物(規劃)條例》(香港法例第123章附例F)第22(1)條而撥供公眾用途的任何部分：

不適用。

E. 顯示上述設施的圖則

見本節最後附上的圖則。

F. 關於各項設施的批地文件條文

- (1) 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。」
- (2) 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。」
- (3) 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。

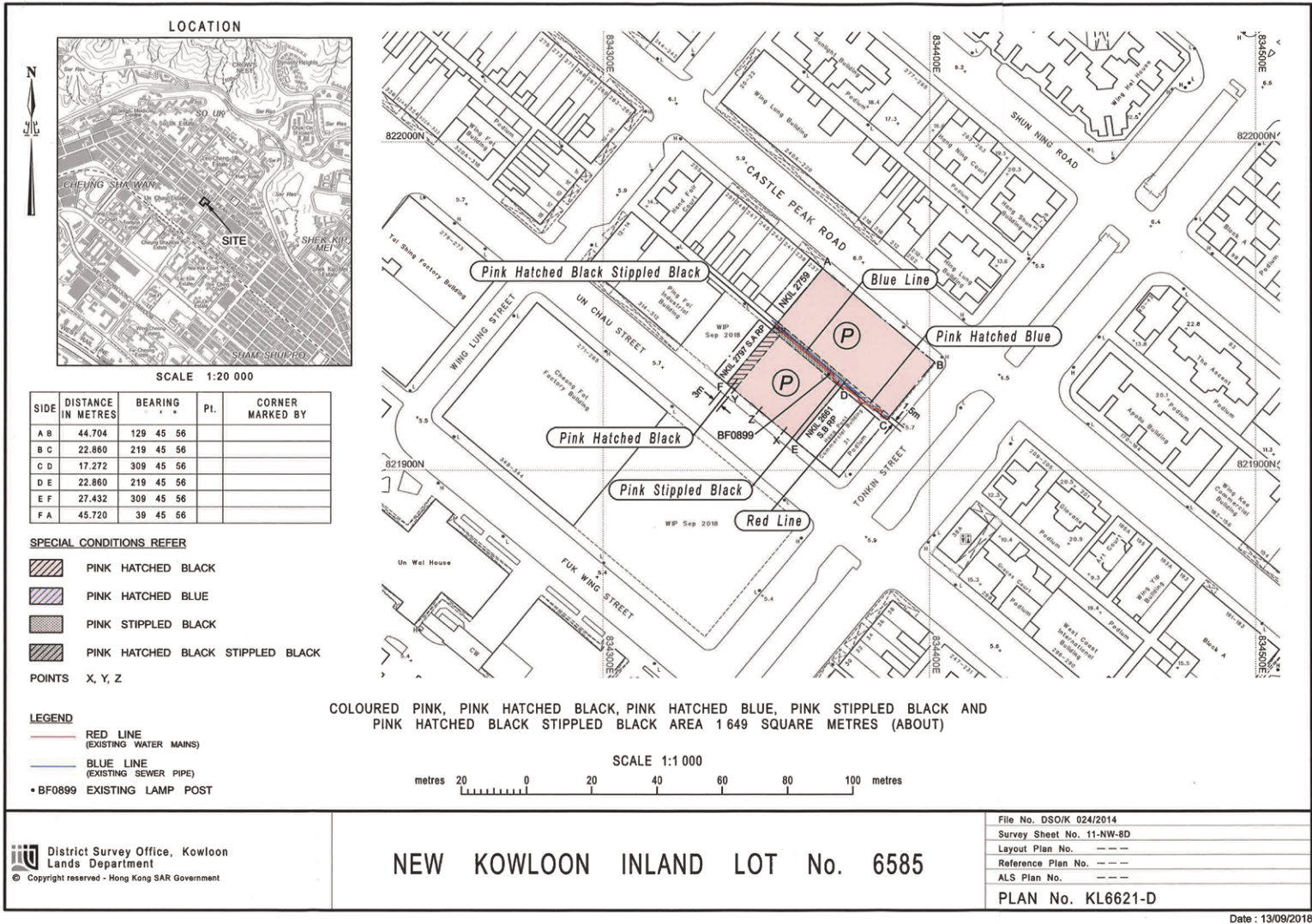
- (k) 承批人須對進行排水渠改道工程或者搭建、建造、存在、維修或保養改道污水管或本特別條件(h)款規定的工程直接或間接產生或有關的一切責任、損失、損害、索償、開支、費用、收費、索求、訴訟及司法程序始終向政府作出彌償，並確保其獲彌償保障。」
- (4) 批地文件特別條件第(35)條規定：
- 「(a) 承批人特此承認在本協議之日在該地段上存在總喉、其定線於隨附圖則中以紅線顯示及標記(下文稱為「現有總喉」)。在不影響本批地文件一般條件第2、3和4條條文的一般適用範圍下，承批人應被視作已信納和接受該地段於本協議之日的現況及狀態，且受存在現有總喉所限，以及承批人不得就此或對此作出或提出任何性質的異議或索償。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。」

G. 公契中關於各項設施的條文

不適用。

H. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

本圖則是附錄於新九龍內地段第6585號之批地條件第20334號的圖則的複製本，亦是本節提及的圖則。



本圖僅作顯示粉紅色加黑斜線範圍、「粉紅色加藍斜線範圍」、「粉紅色加黑斜線加黑點範圍」及「粉紅色加黑點範圍」的位置，圖中所示的其他事項未必反映其最新狀況。

在切實可行範圍內未能於本圖顯示「構築物」、「現存路徑」、「分流路徑」、「路徑設施」、「排水渠改道工程」、「改道污水管」、「總喉改道工程」及「改道總喉」的位置。

圖例

- Pink Hatched Black = 粉紅色加黑斜線範圍
- Pink Hatched Blue = 粉紅色加藍斜線範圍
- Pink Hatched Black Stippled Black = 粉紅色加黑斜線加黑點範圍
- Pink Stippled Black = 粉紅色加黑點範圍

A. Facilities that are required under the land grant to be constructed and provided for the Government, or for public use

1. Description

- (a) The Pink Hatched Blue Area and the Structures as respectively referred to in Special Condition Nos.(9) (a) and (9)(b)(II) of the Land Grant.
- (b) The Existing Lane (comprising the Pink Hatched Black Stippled Black Area and the Pink Stippled Black Area) referred to in Special Condition No.(10) (a) of the Land Grant.
- (c) The Diversionary Lane and the Lane Facilities as respectively referred to in Special Condition No.(10)(c)(i) and (10)(c)(ii) of the Land Grant.
- (d) The Drainage Diversion Works and the Diverted Sewer Pipe as respectively referred to in Special Condition Nos.(34)(c) and (34)(e) of the Land Grant.
- (e) The Water Mains Diversion Works and the Diverted Water Mains as respectively referred to in Special Condition Nos.(35)(b) and (35)(d) of the Land Grant.

- 2. The general public has the right to use the facilities mentioned in paragraphs 1(a), (b) and (c) in accordance with the Land Grant.

B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Development

Not applicable.

D. Any part of the land (on which the Development is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap. 123 sub. leg. F)

Not applicable.

E. A plan that shows the location of those facilities

Please see the plan appended at the end of this section.

F. Provisions of the land grant that concern those facilities

- (1) Special Condition No. (9) 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."
- (2) Special Condition No. (10) 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(1) 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."
- (3) Special Condition No. (34) 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.
 - (h) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b), (c) and (e) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.
 - (i) The Grantee shall at all times permit the Government, the Director and their officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of carrying out, inspecting, checking and supervising the Drainage Diversion Works and the works under sub-clause (h) of this Special Condition.
 - (j) The Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and their officers, contractors, agents and workmen and any persons duly authorized under sub-clause (i) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and their officers, contractors, agents and workmen and any persons authorized under sub-clause (i) of this Special Condition by the Grantee in respect of any loss, damage, nuisance or disturbance.
 - (k) The Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Drainage Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Sewer Pipe or the works under sub-clause (h) of this Special Condition."
- (4) Special Condition No. (35) stipulates that:
- " (a) The Grantee hereby acknowledges that as at the date of this Agreement, there are existing water mains within the lot, the alignments of which are shown and marked by red lines on the plan annexed hereto (hereinafter referred to as "the Existing Water Mains"). 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 Water Mains 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 Water Mains. Subject to sub-clause (b) 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 Water Mains.

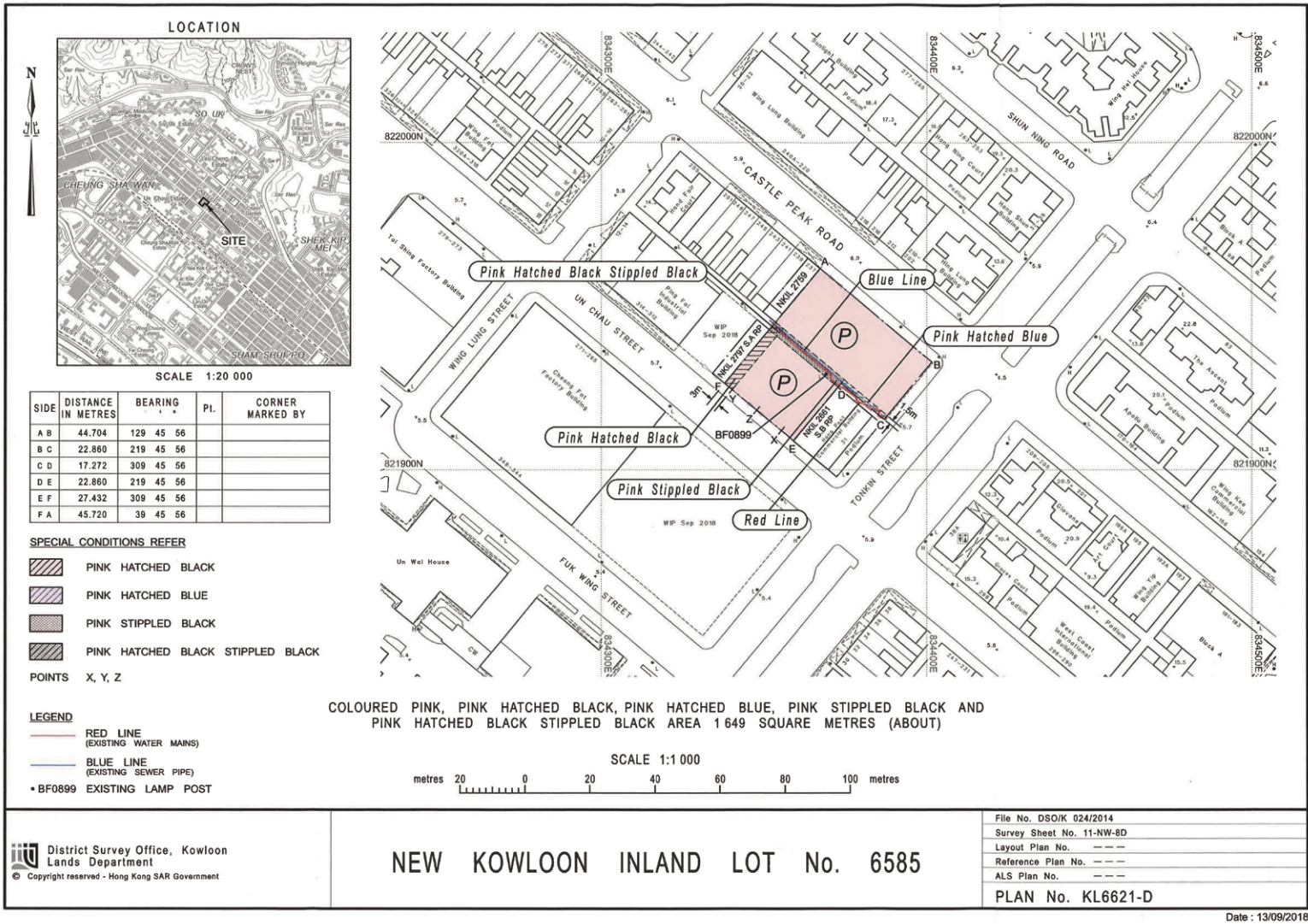
- (b) Without prejudice to the provisions of Special Condition No. (32) hereof, prior to commencement of any building works on the lot (other than ground investigation, the Demolition and Removal Works and site formation works), the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out diversion works for or in connection with the Existing Water Mains (hereinafter referred to as "the Water Mains 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 Water Mains Diversion works in accordance with the proposal approved by the Director under sub-clause (c) 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 Water Mains and the carrying out of the Water Mains 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.
- (c) Prior to commencement of the water Mains 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 Water Mains Diversion Works and shall not carry out the Water Mains Diversion Works until the Director shall have given his written approval to the proposal.
- (d) Upon completion of the Water Mains Diversion Works, the Grantee shall at his own expense maintain the water mains, catchpits, culverts or manholes with covers and other structures erected or constructed as part of the Water Mains Diversion Works (hereinafter collectively referred to as "the Diverted Water Mains") in good condition and in all respects to the satisfaction of the Director until the Diverted Water Mains shall be handed over by the Grantee in accordance with sub-clauses (e) and (f) of this Special Condition.
- (e) Subject to sub-clause (f) of this Special Condition, the Diverted Water Mains shall be handed over by the Grantee to the Government free of cost upon demand by the Government and in any event the Diverted Water Mains 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.
- (f) In the event that the Diverted Water Mains or parts thereof fall within the Pink Hatched Blue Area and the Diversionary Lane, the Diverted Water Mains 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.
- (g) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (b) and (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 shall be binding upon the Grantee.
- (h) The Grantee shall at all times permit the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof for the purpose of:
 - (i) inspecting, operating, maintaining and repairing the Existing Water Mains prior to the completion of the Water Mains Diversion Works; and
 - (ii) carrying out, inspecting, checking and supervising the Water Mains Diversion Works and the works under sub-clause (g) of this Special Condition.
- (i) The Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors, agents and workmen and any persons duly authorized under sub-clause (h) of this Special Condition, and no claim whatsoever shall be made against the Government, the Director and his officers, contractors, agents and workmen and any persons authorized under sub-clause (h) of this Special Condition by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (j) The Grantee shall at all times indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the carrying out of the Water Mains Diversion Works or the erection, construction, presence, repair or maintenance of the Diverted Water Mains or the works under sub-clause (g) of this Special Condition."

G. Provisions of every deed of mutual covenant in respect of the specified residential property that concern those facilities and open spaces, and those parts of the land

Not Applicable.

H. A plan that shows the location of these facilities and open spaces, and those parts of the land

This plan is a reproduction of the plan as annexed to Conditions of Grant No. 20334 of New Kowloon Inland Lot No. 6585, and is the plan referred to in this section.



This plan is for showing the locations of the pink hatched black area, the Pink Hatched Blue Area, the Pink Stippled Black Area and the Pink Hatched Black Stippled Black Area only. Other matters shown in this plan may not reflect their latest condition.

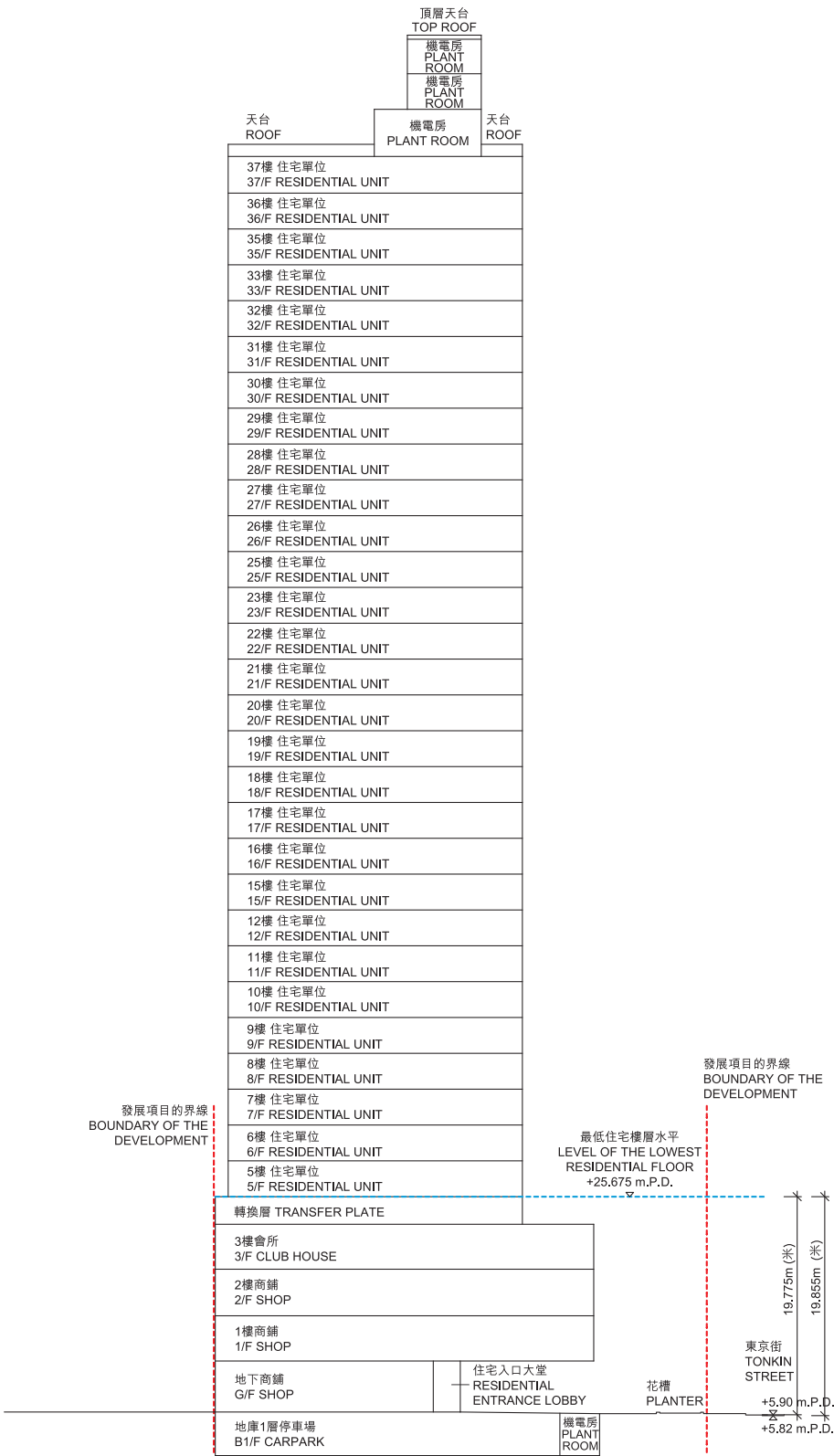
It is not practicable to show the Structures, the Existing Lane, the Diversionary Lane, the Lane Facilities, the Drainage Diversion Works, the Diverted Sewer Pipe, the Water Mains Diversion Works and the Diverted Water Mains on the plan.

Legends

- Pink Hatched Black = pink hatched black area
- Pink Hatched Blue = Pink Hatched Blue Area
- Pink Hatched Black Stippled Black = Pink Hatched Black Stippled Black Area
- Pink Stippled Black = Pink Stippled Black Area

- (1) 在此建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
 - (2) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見；
 - (3) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突 —
 - (i) 該律師事務所可能不能夠保障買方的利益；及
 - (ii) 買方可能要聘用一間獨立的律師事務所；及
 - (4) 如屬(3)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。
- (1) The purchaser is hereby recommend to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
 - (2) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser;
 - (3) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser —
 - (i) that firm may not be able to protect the purchaser's interests; and
 - (ii) the purchaser may have to instruct a separate firm of solicitors; and
 - (4) In the case of paragraph (3)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

橫截面圖 A-A
CROSS-SECTION PLAN A-A

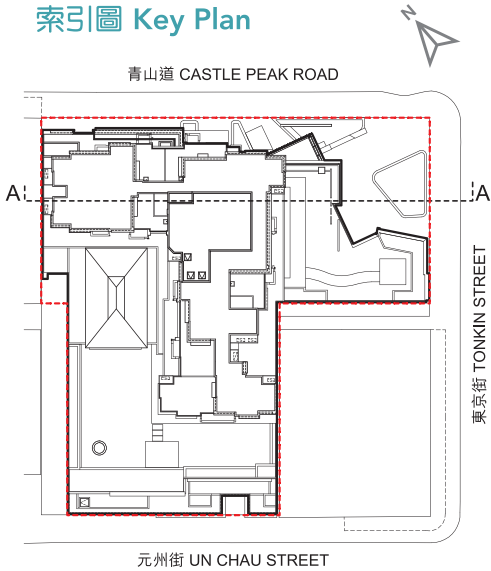


毗鄰建築物的一段東京街為香港主水平基準以上5.82米至5.90米。
The part of Tonkin Street adjacent to the building is 5.82 metres to 5.90 metres above the Hong Kong Principal Datum.

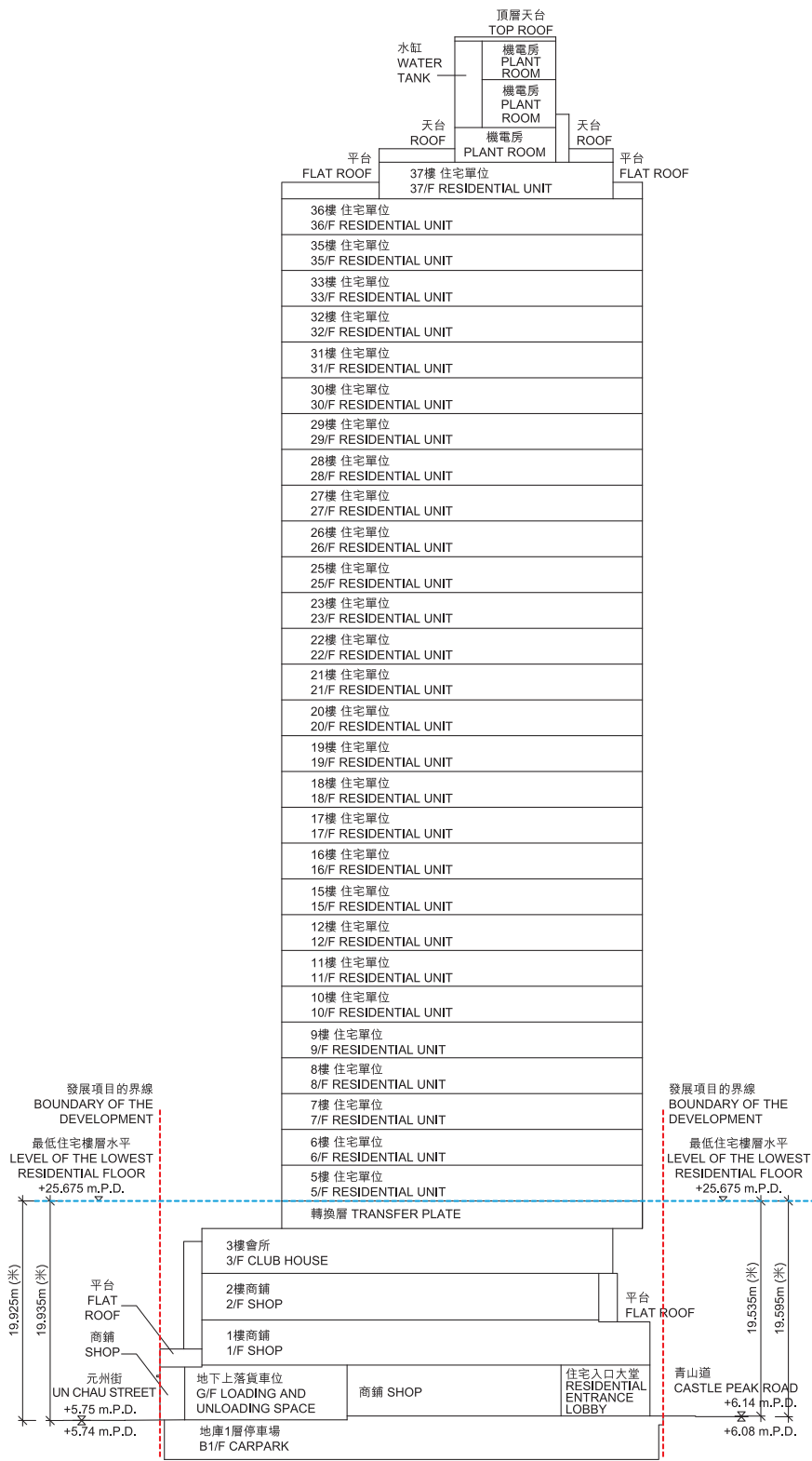
圖例 Legend

- 虛線為該建築物最低住宅層水平
Dotted line denotes the level of the lowest residential floor of the building
- ▽— 香港主水平基準以上高度(米)
Height in metres above the Hong Kong Principal Datum (m.P.D.)
- 發展項目的界線
Boundary of the Development

索引圖 Key Plan



橫截面圖 B-B
CROSS-SECTION PLAN B-B

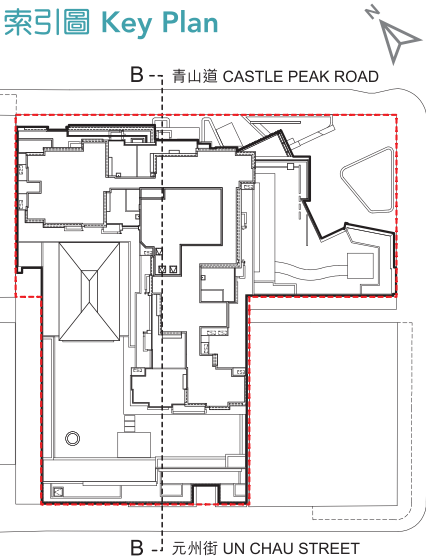


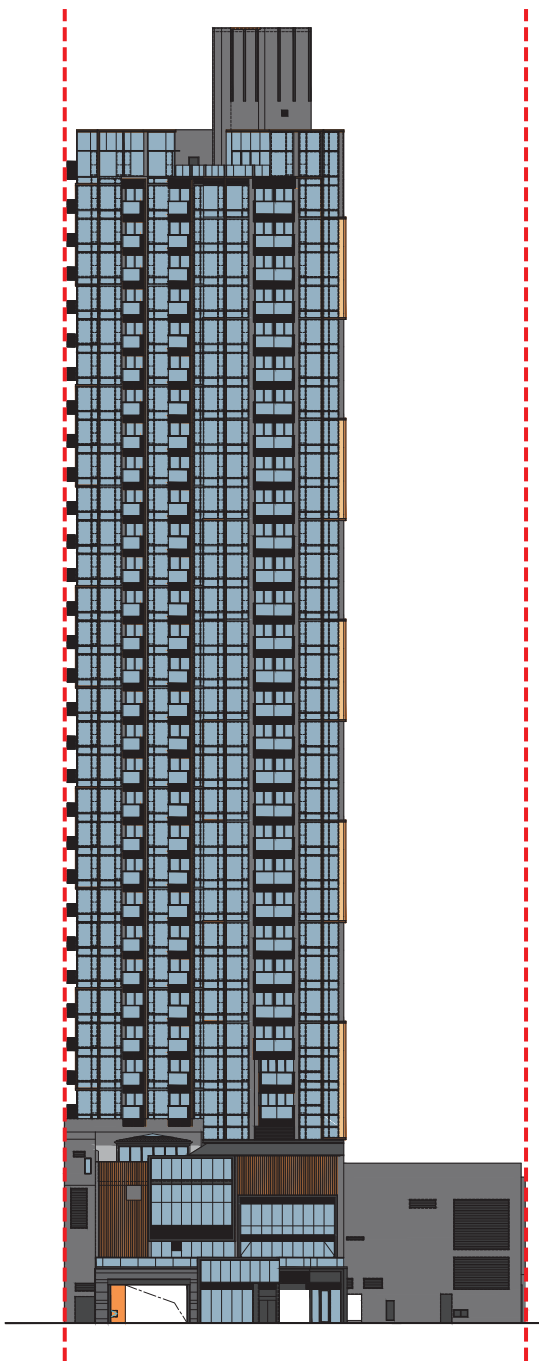
毗鄰建築物的一段青山道為香港主水平基準以上6.08米至6.14米。
The part of Castle Peak Road adjacent to the building is 6.08 metres to 6.14 metres above the Hong Kong Principal Datum.

毗鄰建築物的一段元州街為香港主水平基準以上5.74米至5.75米。
The part of Un Chau Street adjacent to the building is 5.74 metres to 5.75 metres above the Hong Kong Principal Datum.

圖例 Legend

- 虛線為該建築物最低住宅層水平
Dotted line denotes the level of the lowest residential floor of the building
- 香港主水平基準以上高度(米)
Height in metres above the Hong Kong Principal Datum (m.P.D.)
- 發展項目的界線
Boundary of the Development





立面圖 1

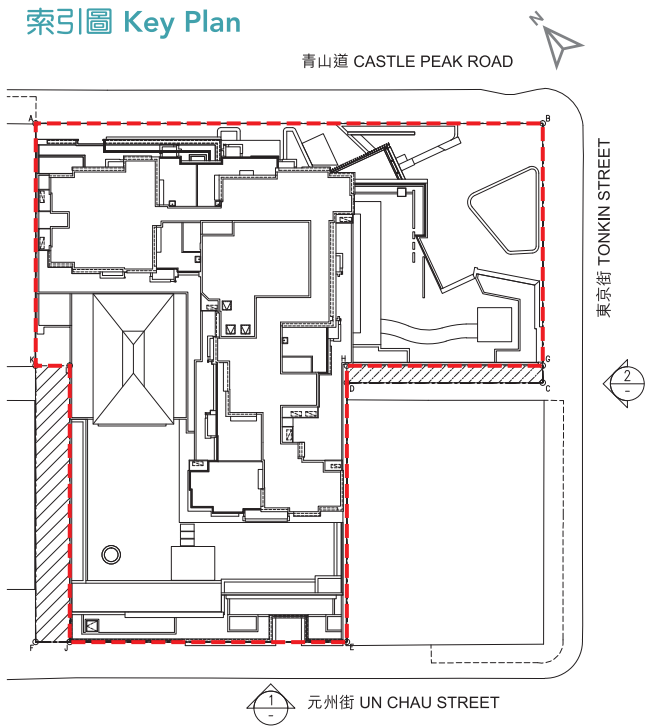
Elevation Plan 1



立面圖 2

Elevation Plan 2

索引圖 Key Plan



發展項目的認可人士已證明本立面圖所顯示的立面：

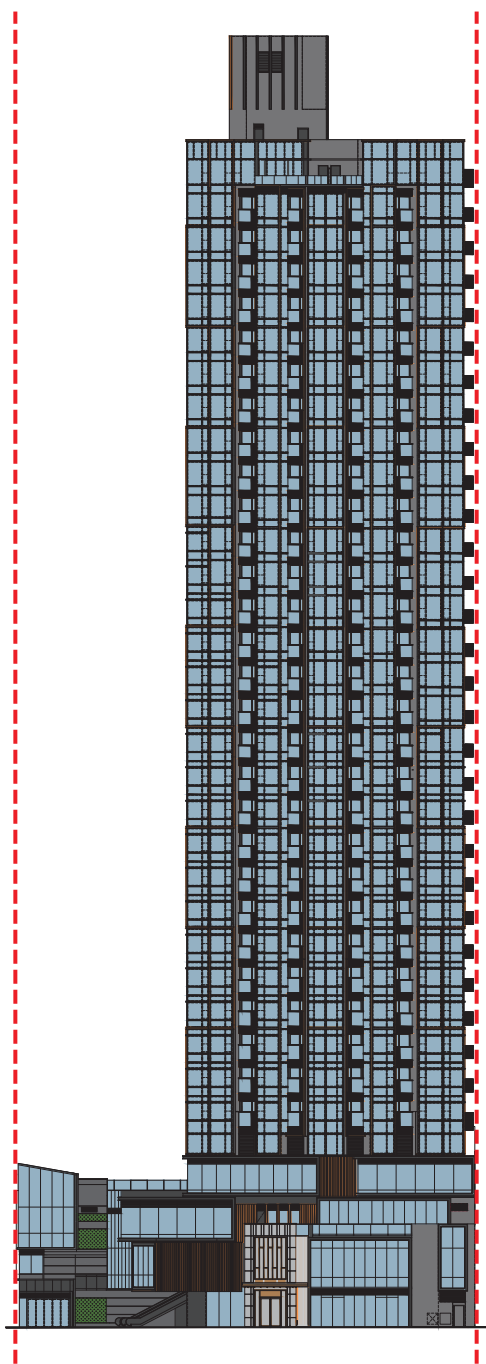
- 以2022年10月7日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
- 大致上與該項目的外觀一致。

Authorized Person for the Development has certified that the elevations shown on these plans:

- are prepared on the basis of the approved building plans for the Development as of 7th October 2022; and
- are in general accordance with the outward appearance of the Development.

圖例 Legend

- 發展項目的界線
Boundary of the Development

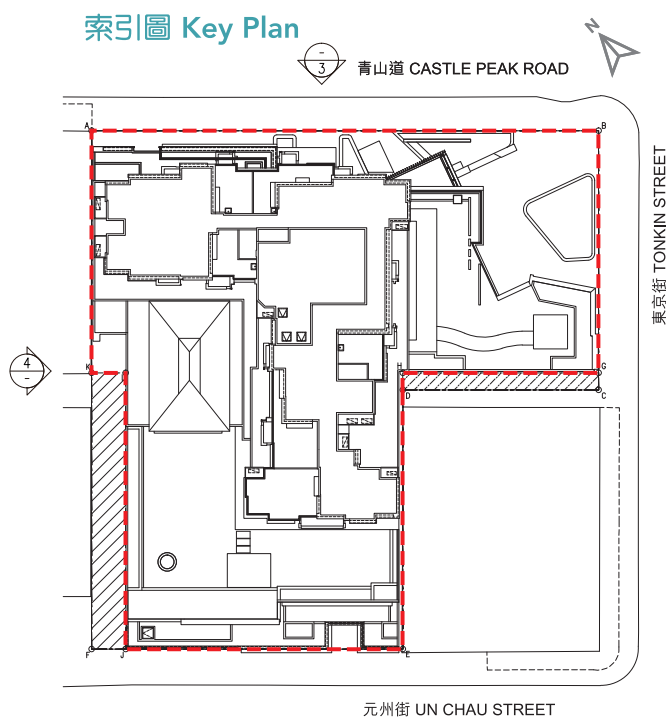


立面圖 3
Elevation Plan 3



立面圖 4
Elevation Plan 4

索引圖 Key Plan



發展項目的認可人士已證明本立面圖所顯示的立面：

1. 以2022年10月7日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及
2. 大致上與該項目的外觀一致。

Authorized Person for the Development has certified that the elevations shown on these plans:

1. are prepared on the basis of the approved building plans for the Development as of 7th October 2022; and
2. are in general accordance with the outward appearance of the Development.

圖例 Legend

- 發展項目的界線
Boundary of the Development

公用設施 Common Facilities	位置 Location	有上蓋遮蓋之面積 Covered Area		沒有上蓋遮蓋之面積 Uncovered Area	
		平方米 sq. m.	平方呎 sq. ft.	平方米 sq. m.	平方呎 sq. ft.
(a) 住客會所(包括供住客使用的任何康樂設施) Residents' Clubhouse (including any recreational facilities for residents' use)	3樓 3/F	552.600	5948	431.011	4639
(b) 位於發展項目中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方(不論是稱為公用空中花園或其他名稱) Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Development (whether known as a communal sky garden or otherwise)	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable
(c) 位於發展項目中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方(不論是稱為有蓋及園景的遊樂場或有其他名稱) Communal garden or play area for residents' use below the lowest residential floor of a building in the Development (whether known as a covered and landscaped play area or otherwise)	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable	不適用 Not applicable

備註：上述以平方呎顯示的面積由以平方米顯示之面積以1平方米=10.764平方呎換算平方呎之方法計算得出，並四捨五入至整數，與平方米表述之面積可能有些微差異。

Note: Areas as specified above in square feet are converted from the areas in square metre at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest whole square foot, which may be slightly different from that shown in square metre.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk
 2. (a) 以下文件的文本存放在發售有關住宅物業的售樓處，以供閱覽 –
 本住宅物業的每一已簽立的公契。
 (b) 無須為閱覽付費。
1. Copies of outline zoning plans relating to the Development are available for inspection at www.ozp.tpb.gov.hk.
 2. (a) Copies of the following document are available for inspection at the place at which the residential property is offered to be sold -
 every deed of mutual covenant in respect of the residential property that has been executed.
 (b) The inspection is free of charge.