

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

1. 期數位於屯門市地段第547號（「該地段」）。
2. 據訂立於2016年9月8日的賣地協議及條件而在土地註冊處註冊為第22372號新批地契（「批地文件」）批出，該地段的批地年期由2016年9月8日起計50年並受制及受益於一份日期為2019年9月5日，以註冊摘要號碼19102901120013於土地註冊處註冊的通知書（「通知書」）。
3. 批地文件特別批地條款第(12)條規定：  
該地段或其任何部分或現已或將會興建於其上的任何建築物或任何建築物部分，除作為私人住宅用途外，不可作任何其他用途。
4. 批地文件一般批地條款第(5)(c)條規定：  
(c) 買方如有違反此等條款，或買方導致毗連或毗鄰土地或該地段損害或泥土及地下水污染，而地政總署署長（以下稱「署長」）（其意見將作最終論並對買方具有約束力）認為上述損害或泥土及地下水污染是因買方使用該地段、或發展或重建該地段或其任何部分、或於該地段上進行任何活動或工程所致，不論有關的使用、發展或重建、進行活動或工程乃遵從或違反此等批地條款亦然，買方須彌償政府所有由此導致的訴訟、法律程序、責任、訴求、費用、開支、損失（財務或其他性質）及索償和確保其免責。
5. 批地文件一般批地條款第(7)條規定：  
(a) 買方須於整個租約期內就根據此等條款進行的建築或重建（該詞語指本一般批地條款第(b)條提及的重新開發）：
  - (i) 按已批准的設計與規劃及任何已批准的建築圖則保養所有建築物，不得對其作出改變或更改；及
  - (ii) 保養所有已興建或今後可能按此等條款或其隨後任何契約修訂本興建的所有建築物，使其保持修葺良好堅固和狀況良好，並在租約期滿或提前終止時以同樣的修葺狀況交回。  
(b) 倘若在租約期內任何時候拆卸當時在該地段或其任何部分之上存在的任何建築物，買方須以相同類型和不少於原有總樓面面積的健全及堅固的一幢或多幢建築物或署長批准的類型和價值的一幢或多幢建築物作為代替。倘若進行上述拆卸，買方須在該拆卸的1個曆月內向署長提出申請以取得其同意在該地段進行重建的建築工程，並在收到上述同意後的3個曆月內展開所需的重建工程及在署長規定的時限內完成，以令署長滿意。
6. 批地文件一般批地條款第(9)條規定：  
此等條款訂明拓建的任何私家街、私家路及後巷，選址必須令署長滿意，並按照署長決定納入或不涵蓋於批租土地範圍並且無論屬何情況，必須有需要時免費交還政府。如向政府交還上述私家街、私家路及後巷，政府將進行該處的路面、路緣石、排水渠（包括污水及雨水渠）、渠道及路燈建設工程，費用由買方支付，其後則以公帑保養。如上述私家街、私家路及後巷仍屬於批租土地一部分，買方須自費在該處提供照明、路面、路緣石、排水渠、渠道及保養，以全面令署長滿意。署長可基於公眾利益按需要在該處執行或達致執行路燈安裝和保養路燈，買方須承擔路燈安裝工程資本開支，並且允許工人及車輛自由進出批租土地範圍，以便安裝和保養路燈。
7. 批地文件特別批地條款第(2)條規定：
  - (a) 買方現確認於本協議訂立日，除本文特別批地條款第(41)(a)(i)條所指的現存公用服務設施及本文特別批地條款第(43)(a)(i)條所指的現存雨水渠外，該地段，本文特別批地條款第(3)(a)(i)(I)條所指的綠色範圍及本文特別批地條款第(7)(a)條所指的黃色範圍上建有建築物、結構物及地基（該等建築物、結構物及地基以下統稱「現存結構物」）。
  - (b) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存結構物的存在，而買方不得因此或就此提出或作出任何性質的異議或索償。
  - (c) 買方須自費令署長全面滿意拆卸和拆除現存結構物（以下稱「拆卸工程」）。
  - (d) 倘因現存結構物的存在及進行拆卸工程導致或令買方蒙受任何損失，損害、滋擾或騷擾，政府、署長及其人員、承建商及代理和獲署長授權的任何其他人等概不承擔任何責任或義務。買方不可因現存結構物的存在或進行拆卸工程直接或間接引起或導致該地段或買方蒙受任何損害、騷擾、煩擾、損失或傷害而向政府、署長及其人員、承建商及代理和獲署長授權的任何其他人等作出任何索償。
  - (e) 買方須就現存結構物的存在及進行拆卸工程直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。
8. 批地文件特別批地條款第(3)條規定：
  - (a) 買方必須：
    - (i) 在2018年10月31日或之前或署長批准的其他日期，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計，全面令署長滿意：
      - (I) 鋪設及構造在批地文件所夾附圖則以綠色顯示的日後興建公共道路部分（以下稱「綠色範圍」）；及
      - (II) 提供及建造署長全權酌情決定要求的橋、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或其他結構物（以下統稱「該構築物」）以致可在綠色範圍進行興建建築物及供車輛及行人往來；
    - (ii) 在2018年10月31日或之前或署長批准的其他日期，自費令署長滿意在綠色範圍表面整飾、興建路緣及渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
    - (iii) 自費保養綠色範圍連同該構築物及在該處上及內建造、裝設及提供的所有結構物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本文特別批地條款第(4)條交還綠色範圍的管有予政府時為止。
  - (b) 倘若買方未能於指定日期或經署長批准的其他日期內履行其在本特別批地條款第(a)條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
  - (c) 倘因買方履行本特別批地條款第(a)條的義務或政府行使本特別批地條款第(b)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 9. 批地文件特別批地條款第(4)條規定：

僅為進行拆卸工程及本文特別批地條款第(3)條規定的必要工程，買方於本協議日獲綠色範圍的管有。買方須在政府要求時把綠色範圍交回給政府，及無論如何須在署長發出的信函說明所有此等批地條款已妥善履行令其滿意當日被視為已由買方交回給政府。買方在管有綠色範圍期間，須在一切合理時間允許所有政府及公 車輛及行人自由通行及經越綠色範圍，並確保該通行不會因為進行拆卸工程及不論是否根據本文特別批地條款第(3)條進行的工程而受到干擾或妨礙。

### 10. 批地文件特別批地條款第(5)條規定：

未經署長事先書面同意，買方不得將綠色範圍用作儲物或興建任何臨時結構物或用作進行拆卸工程及本文特別批地條款第(3)條規定的工程以外的任何其他用途。

### 11. 批地文件特別批地條款第(6)條規定：

(a) 買方須於管有綠色範圍的所有合理時間：

- (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士有權通行、進出、往返及行經該地段及綠色範圍，以便視察、檢查及監督拆卸工程及遵照本文特別批地條款第(3)(a)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別批地條款第(3)(b)條規定的工程及署長認為於綠色範圍內必要的任何其他工程；
- (ii) 在政府或獲其授權的相關公用事業公司要求時，批准政府或獲其授權的相關公用事業公司有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或相鄰土地或場所提供電話、電力、煤氣（如有）及其他服務設施所需的其他傳導媒介及附帶設備。買方須就以上在綠色範圍內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作；及
- (iii) 在水務監督的人員及彼等授權的其他人士要求時，批准水務監督的人員及彼等授權的其他人士有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍內進行任何有關任何其他水務設施的運作、保養、維修、更換及改動工程。

(b) 政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司均不會就政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司任何一方行使其權利或處理附帶於此等權利之事宜而令買方或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾而負上責任。

### 12. 批地文件特別批地條款第(7)條規定：

- (a) 買方必須在2022年9月30日或之前或署長批准的其他日期，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計鋪設、構造及園景在批地文件所夾附圖則以黃色顯示的部分（以下稱「黃色範圍」），全面令署長滿意。
- (b) 買方必須其後自費保養黃色範圍或其任何一個或多個部分全面令署長滿意，直至按照本文特別批地條款第(8)條交還黃色範圍的管有予政府時為止。

(c) 倘若買方未能於該指定日期或經署長批准的日期內履行其在本特別批地條款第(a)條的義務或買方未能履行其在本特別批地條款第(b)條的義務，政府可進行必要的工程，費用一概由買方負責並須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

(d) 倘因買方履行本特別批地條款第(a)及(b)條的義務或政府行使本特別批地條款第(c)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

### 13. 批地文件特別批地條款第(8)條規定：

僅為進行拆卸工程及本文特別批地條款第(7)條規定的必要工程，買方於本協議日獲黃色範圍的管有。買方須在政府要求時把黃色範圍或其任何一個或多個部分交回給政府，及無論如何黃色範圍須在署長發出的信函說明所有此等批地條款已妥善履行令其滿意當日被視為已由買方交回給政府。買方在管有黃色範圍或其任何一個或多個部分期間，須在一切合理時間允許所有政府及車輛及行人自由通行及經越黃色範圍或其該任何一個或多個部分，並確保該通行不會因為進行拆卸工程及不論是否根據本文特別批地條款第(7)條進行的工程而受到干擾或妨礙。

### 14. 批地文件特別批地條款第(9)條規定：

未經署長事先書面同意，買方不得將黃色範圍或其任何一個或多個部分用作儲物或興建任何臨時結構物或用作進行拆卸工程及本文特別批地條款第(7)條規定的工程以外的任何其他用途。

### 15. 批地文件特別批地條款第(10)條規定：

(a) 買方須於管有黃色範圍或其任何一個或多個部分的所有合理時間：

- (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何其他人士有權通行、進出、往返及行經該地段及黃色範圍或其任何一個或多個部分，以便視察、檢查及監督拆卸工程及遵照本文特別批地條款第(7)(a)條及第(7)(b)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別批地條款第(7)(c)條規定的工程，及署長認為於黃色範圍或其任何一個或多個部分內必要的任何其他工程；
- (ii) 在政府或獲其授權的相關公用事業公司要求時，批准政府或獲其授權的相關公用事業公司有權通行、進出、往返及行經該地段及黃色範圍或其任何一個或多個部分，以便在黃色範圍或其任何一個或多個部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或相鄰土地或場所提供電話、電力、煤氣（如有）及其他服務設施所需的其他傳導媒介及附帶設備。買方須就以上在黃色範圍或其任何一個或多個部分內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作。

(b) 倘因政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司任何一方行使其權利或處理附帶於此等權利之事宜導致或而令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司概不承擔任何責任或義務。



# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 16. 批地文件特別批地條款第(11)條規定：

買方須發展該地段，興建於其上一幢或多幢在所有方面符合批地文件和目前或任何時間在香港實施的關於建築、衛生、規劃的所有法例、附例和規例的建築物，該一幢或多幢建築物須在2022年9月30日或之前竣工並可入伙。

### 17. 批地文件特別批地條款第(13)條規定：

受制於此等條款，如該地段或其任何部分進行發展或重建（上述兩詞純粹指本文一般批地條款第7條所載的重建項目）：

- (a) 現已或將會興建於該地段上的任何或多幢建築物必須全面遵從《建築物條例》、其任何附屬規例及任何修訂法例的規定；
- (b) 如在該地段上或其任何部分或此等條款所規定該地段外任何一個或多個範圍興建任何一幢或多幢建築物，又或發展或使用該地段或其任何部分，或此等條款規定的該地段外任何一個或多個範圍，必須全面遵從《城市規劃條例》、其任何附屬規例及任何修訂法例的規定，否則不得進行；
- (c) 現已或將會興建於該地段上的任何一幢或多幢建築物的總樓面面積應不少於36,960平方米及不超過61,600平方米；
- (d) 現已或將會興建於該地段上的任何建築物或其他結構物的任何部分連同有關建築物或結構物的任何加建物或裝置（如有）的總高度不可高於香港主水平基準70米或署長全權酌情批准的其他高度限制，而買方須支付署長決定的任何地價和行政費用。然而，建築物天台可興建或放置超出上述高度限制的機房、冷氣機、水箱、梯屋及同類天台結構物，惟此等天台結構物的設計、大小和規劃必須令署長滿意；
- (e) (i) 如非事前獲署長書面批准，現已或將會興建於該地段上任何建築物或建築物群的面牆伸展長度不可達到或超過60米；及  
(ii) 於本特別批地條款第(e)(i)條而言：
  - (I) 署長就何謂建築物所作的決定為最終決定並對買方具有約束力；
  - (II) 如兩幢興建於該地段上建築物最短水平距離不足15米，任何現已或將會興建的兩幢或多幢建築物即被視作建築物群；
  - (III) 署長就何謂現已或將會興建於該地段上一幢建築物或建築物群的面牆伸展長度所作的決定為最終決定並對買方具有約束力；及
  - (IV) 計算本特別批地條款第(e)(i)條所載的面牆伸展長度時，將會計入兩幢建築物之間的空隙。署長就計算方法所作的決定為最終決定並對買方具有約束力；及
- (f) 現已或將會興建於該地段上任何一幢或多幢建築物的設計和規劃必須受制於署長書面批准，在署長正式批准前，該地段上不可動工進行任何建造工程（拆卸工程、本文特別批地條款第(41)(b)(i)條所指的現存公用服務設施改道工程、本文特別批地條款第(43)(g)(i)條所指現存雨水渠改道工程、土地勘測工程及地盤平整工程除外）。於此等條款，「建造工程」、「土地勘測工程」及「地盤平整工程」將以《建築物條例》、其任何附屬規例及任何修訂法例訂明的釋義為準。

### 18. 批地文件特別批地條款第(14)條規定：

- (a) 買方現確認於本協議訂立日，該地段毗連政府土地現存一座唔喀廟（在批地文件附圖則以“Gurkha Temple”標記顯示作識別用途）（下稱「唔喀廟」）。
- (b) 買方須於本協議的任何時間確保唔喀廟不受干擾並須採取或促使他人在所有時間採取所有適當及充分的小心技巧及預防措施，特別於進行拆卸工程，本文特別批地條款第(7)條所指定的必要工程、本文特別批地條款第(41)(b)(i)條所指的現存公用服務設施改道工程、本文特別批地條款第(43)(g)(i)條所指的現存雨水渠改道工程及關於該土地的工程以防止對唔喀廟造成任何損害或騷擾。就本(b)條而言，署長就何謂干擾唔喀廟所作的決定將為最終決定，並對買方具有約束力。
- (c) 買方須立即向署長報告任何由買方、其承建商、員工或獲買方授權的人士對唔喀廟或其任何部分造成的損害，買方並須自費於署長要求或批准的形式及時間內修復該等損害令署長全面滿意。
- (d) 倘因唔喀廟的存在及用途導致或令買方或任何人士蒙受任何損害、滋擾或騷擾，政府概不承擔任何責任和義務。
- (e) 倘若買方未能於署長指定時限內履行其在本特別批地條款第(c)條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (f) 倘因買方履行本特別批地條款第(c)條的義務或政府行使本特別批地條款第(e)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。
- (g) 買方須就拆卸工程、本文特別批地條款第(7)條所指的必要工程、本文特別批地條款第(41)(b)(i)條所指的現存公用服務設施改道工程、本文特別批地條款第(43)(g)(i)條所指的現存雨水渠改道工程及關於該土地的工程及根據本特別批地條款第(c)條進行的工程或買方根據本特別批地條款第(c)條而進行的工程所作的遺漏、疏忽或缺失、直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序包括但不限制於任何對唔喀廟造成的損失或損害向政府彌償，並確保其免責。

### 19. 批地文件特別批地條款第(16)(a)(c)條規定：

- (a) 買方可於該地段內興建、建造及提供經署長書面批准的康樂設施及其附帶設施（以下稱「該等設施」）。該等設施的種類、大小、設計、高度及規劃亦須受制於事先取得署長書面批准。
- (c) 倘若該等設施的任何部分根據本特別批地條款第(b)條獲豁免計入總樓面面積之內（以下稱「獲豁免設施」）：
  - (i) 獲豁免設施須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分；
  - (ii) 買方須自費保養獲豁免設施，使其保持修葺良好好堅固和狀況良好，並運作獲豁免設施，令署長滿意；及
  - (iii) 獲豁免設施只可以供該地段上興建或擬興建的一幢或多幢住宅大廈的住客及其真正訪客使用，任何其他人士不得使用。

# 15. 批地文件的摘要

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20. 批地文件特別批地條款第(17)條規定：
- 在該地段上或毗連的樹木，不得在未得到署長事先書面同意的情況下遭移除或受干擾。而署長在給予同意時，可以施加其認為合適的關於移植、補償性園景美化或重植的條款。
21. 批地文件特別批地條款第(18)條規定：
- (a) 買方須自費向署長提交園景設計圖，列明擬遵照本特別批地條款第(b)條規定在該地段內提供各園景工程的位置、規劃和佈局，以供署長批准。
- (b) (i) 該地段須有不少於20%面積種植樹木、灌叢或其他植物。
- (ii) 本特別批地條款第(b)(i)條所載的20%面積中，須有不少於50%（以下稱「綠化範圍」）範圍設於署長全權酌情決定的位置或水平，以確保綠化範圍在行人視線之內或可供進入該地段的任何人士通行。
- (iii) 署長就買方所建議園景工程是否如本特別批地條款第(b)(i)條所載為20%面積所作的決定為最終決定，並對買方具有約束力。
- (iv) 署長可全權酌情接納買方建議取代種植樹木、灌叢或其他植物的非種植綠化特色。
- (c) 買方須按照經批准的園景設計圖，自費令署長全面滿意在該地段進行園景工程，如非事前獲署長書面批准，不得對已批准的園景設計圖作任何修改、更改、改動、改變或替代。
- (d) 買方其後須自費保養和維修園景工程，以至安全、清潔、整齊、井然及健康，全面令署長滿意。
- (e) 根據本特別批地條款進行園景工程的一個或多個範圍，須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。
22. 批地文件特別批地條款第(19)(a)(d)條規定：
- (a) 可在該地段內提供看更或管理員或兩者的辦公設施，但須受制於下列條款：
- (i) 署長認為該等設施對於現已或將會興建於該地段上的一幢或多幢建築物的安全、保安及良好管理是必要的；
- (ii) 該等設施不得用作該地段全職及有必要聘請的看更或管理員或兩者的辦公設施以外的任何用途；及
- (iii) 任何該等設施的位置須事先經署長書面批准。
- 就本特別批地條款第(a)條而言，辦公設施不得設置在該地段上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。署長就一建築物是否為或擬用作一戶家庭的住所所作的決定為最終決定，並對買方具有約束力。
- (d) 根據本特別批地條款第(a)條在該地段內提供的辦公設施須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。
23. 批地文件特別批地條款第(20)(a)(c)條規定：
- (a) 可在該地段內提供看更或管理員或兩者的宿舍，但須受制於下列條款規限：
- (i) 該等宿舍須位於該地段上已興建的其中一幢住宅單位大廈或署長書面批准的其他位置；及
- (ii) 該等宿舍不得用作該地段全職及有必要聘請的看更或管理員或兩者的住所以外的任何用途。

就本特別批地條款第(a)條而言，宿舍不得設置在該地段上任何擬用作或經改裝以用作一戶家庭的住所的建築物內。署長就一建築物是否為或擬用作一戶家庭的住所所作決定為最終決定，並對買方具有約束力。

- (c) 根據本特別批地條款第(a)條在該地段內提供的看更或管理員宿舍須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。

24. 批地文件特別批地條款第(21)(a)(c)條規定：
- (a) 可在該地段內提供業主立案法團或業主委員會使用的一個辦事處，惟：
- (i) 該辦事處不得用作為該地段及現已或將會興建於其上的建築物而成立的業主立案法團或業主委員會的會議及行政工作以外的任何用途；及
- (ii) 該辦事處的位置須事先經署長書面批准。
- (c) 根據本特別批地條款第(a)條在該地段內提供的辦事處須被指定為並構成本文特別批地條款第(24)(a)(v)條所指的公用地方之一部分。

25. 批地文件特別批地條款第(27)條規定：
- (a) (i) 該地段內須設置署長滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會興建於該地段上一幢或多幢建築物的住客和彼等真正賓客、訪客或獲邀人士的車輛（以下稱「住宅停車位」），配置比率如下：
- (i) 如該地段內建有一幢或多幢住宅單位大廈（擬用作一戶家庭作一個或多個住所的一幢或多幢獨立屋、半獨立屋或排屋除外），應根據下表所列現已或將會興建於該地段上各住宅單位的大小計算，除非署長同意有別於下表所列的其他配置比率則屬例外：

每個住宅單位的大小	擬提供住宅停車位數額
少於40平方米	每17.5個住宅單位或不足此數一個車位
不少於40平方米但少於70平方米	每10個住宅單位或不足此數一個車位
不少於70平方米但少於100平方米	每3.33個住宅單位或不足此數一個車位
不少於100平方米但少於130平方米	每1.27個住宅單位或不足此數一個車位
不少於130平方米但少於160平方米	每0.93個住宅單位或不足此數一個車位
不少於160平方	每0.74個住宅單位或不足此數一個車位



# 15. 批地文件的摘要

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- (II) 如該地段內建有擬用作一戶家庭作一個或多個住所的一幢或多幢獨立屋、半獨立屋或排屋，配置比率應如下計算：
- (A) 此等每幢總樓面面積少於160平方米的洋房配置一個車位；
- (B) 此等每幢總樓面面積不少於160平方米但少於 220平方米的洋房配置1.5個車位。倘根據本特別批地條款第(a)(i)(II)(B)條配置的車位數目為小數位數，則四捨五入為最接近之整數；及
- (C) 此等每幢總樓面面積為不少於220平方米的洋房配置兩個車位。
- 就本特別批地條款第(a)(i)條而言，署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。
- (ii) 就本特別批地條款第(a)(i)(I)條而言，根據本特別批地條款第(a)(i)(I)條配置的住宅停車位總數須分別根據本特別批地條款第(a)(i)(I)條中列表所載每個住宅單位面積計算的住宅停車位數額之總和。於此等批地條款而言，關於總樓面面積的「每個住宅單位大小」一詞指以下(I)與(II)之和：
- (I) 每個由該單位住客專用和專享的住宅單位之總樓面面積，須由該單位圍牆或矮牆外側開始量度，除非圍牆是分隔兩個毗鄰單位則例外並於該情況下，須由牆中央點開始量度，及須一併量度單位內的內部間隔牆及柱。但為免存疑，不包括單位內的所有於計算本文特別批地條款第(13)(c)條訂明的總樓面面積時不會連計在內的樓面面積；及
- (II) 個別住宅單位按比例分攤的住宅公用地方(釋義以下文所訂)總樓面面積，即計算於每個住宅單位圍牆以外供現已或將會興建於該地段上一幢或多幢建築物住客公用與共享的住宅公用地方之總樓面面積。但為免存疑，不包括單位內所有於計算本文特別批地條款第(13)(c)條訂明的總樓面面積時不會連計在內的樓面面積(該住宅公用地方以下稱「住宅公用地方」)，然後依照下列程式按比例分攤予每個住宅單位：
- 個別住宅單位依照本特別批地條款第(a)(ii)(I)條

計算之總樓面面積

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住宅公用地方總樓面面積 × 所有住宅單位依照本特別批地條款第(a)(ii)(I)條

計算之總樓面面積
- (iii) 該地段內須設置署長滿意的額外車位，以供停泊根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌而屬於現已或將會興建於該地段上一幢或多幢建築物的住客和彼等真正賓客、訪客或獲邀人士的車輛，配置比率如下惟最少須設有兩(2)個該等車位：
- (I) 如現已或將會興建於該地段上任何的一幢住宅單位大廈設有超過七十五(75)個住宅單位，配置五(5)個車位；或
- (II) 採用署長批准的其他比率。
- 就本特別批地條款第(a)(iii)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一幢住宅單位大廈。署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。

- (iv) 根據本特別批地條款第(a)(i)(I)及(a)(iii)條提供的車位(可遵照本文特別批地條款第(29)條規定調整)及根據本特別批地條款第(a)(i)(II)條提供的車位除作該分別訂明的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (b) (i) 買方應遵照建築事務監督之規定和批准，在根據本特別批地條款第(a)(i)(I)及(a)(iii)條設置的車位(可遵照本文特別批地條款第(29)條規定調整)中預留及劃出部分車位供根據《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊車輛(此等預留及劃出的車位下稱「傷殘人士停車位」)惟根據本特別批地條款第(a)(iii)條設置的車位(可遵照本文特別批地條款第(29)條規定調整)最少須預留及劃出一(1)個車位。惟買方不得將所有根據本特別批地條款第(a)(iii)條設置的車位(可遵照本文特別批地條款第(29)條規定調整)預留或劃為傷殘人士停車位。
- (ii) 傷殘人士停車位應設於署長以書面批准的位置和水平。
- (iii) 傷殘人士停車位除供根據《道路交通條例》、其任何附屬規例及任何修訂法例界定釋義的傷殘人士停泊屬於現已或將會興建於該地段的一幢或多幢建築物的住客及彼等真正賓客、訪客或獲邀人士的車輛外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (c) (i) 該地段內須設置署長滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例和任何修訂法例持牌而屬於現已或將會興建於該地段上一幢或多幢建築物的住客和彼等真正賓客、訪客或獲邀人士的電單車(以下稱「電單車停車位」)，配置比率為現已或將會興建於該地段上一幢或多幢建築物內每100個住宅單位或不足此數分配一(1)個車位，或採用署長批准的其他比率。就本特別批地條款第(c)(i)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋以及此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。
- (ii) 電單車停車位(可遵照本文特別批地條款第(29)條規定調整)除作本特別批地條款(c)(i)條訂明的用途外，不可作任何其他用途，其中特別不可在車位存放、陳列或展示車輛作招售等用途或提供洗車及汽車美容服務。
- (d) 該地段內須設置署長滿意的車位，以供停泊屬於現已或將會興建於該地段上一幢或多幢建築物住客及彼等真正賓客、訪客或獲邀人士的單車，配置比率為每15個住宅單位或不足此數而每個住宅單位以總樓面面積計算少於70平方米配置一(1)個車位，或採用署長批准的其他比率。於本特別批地條款第(d)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一個住宅單位。署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作的決定將為最終決定，並對買方具有約束力。
- (e) (i) 除傷殘人士停車位外，根據本特別批地條款第(a)(i)(I)條及(a)(iii)條提供的每個車位(可遵照本文特別批地條款第(29)條規定調整)及根據本特別批地條款第(a)(i)(II)條提供的車位必須為2.5米闊及5.0米長，最小淨空高度為2.4米。
- (ii) 每個傷殘人士停車位的尺寸須依照建築事務監督要求及批准。
- (iii) 每個電單車停車位(可遵照本文特別批地條款第(29)條規定調整)必須為1.0米闊及2.4米長，最小淨空高度為2.4米，或採用署長批准的其他最小淨空高度。
- (iv) 根據本特別批地條款第(d)條提供的每個車位必須採用署長書面批准的尺寸。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 26. 批地文件特別批地條款第(28)條規定：

- (a) 該地段內須設置署長滿意的車位，以供貨車裝卸貨物，配置比率為現已或將會興建於該地段上的一幢或多幢建築物內每800個住宅單位或不足此數配置一(1)個車位或採用署長批准之其他比率，惟現已或將會興建於該地段上每幢住宅單位大廈最少須設置一(1)個上落貨車位。上落貨車位應設於每幢住宅單位大廈內或毗連該處。就本特別批地條款第(a)條而言，擬用作一戶家庭的住所的獨立屋、半獨立屋或排屋不可視為一幢住宅單位大廈。署長就何謂獨立屋、半獨立屋或排屋和此等洋房是否擬用作一戶家庭的住所所作出的決定將為最終決定，並對買方具有約束力。
- (b) 根據本特別批地條款第(a)條提供的每個車位必須為3.5米闊及11.0米長，最小淨空高度為4.7米。此等車位除供現已或將會興建於該地段上的一幢或多幢建築物相關的貨車上落貨外，不得作任何其他用途。

### 27. 批地文件特別批地條款第(31)條規定：

- (a) 即使買方已按署長滿意的方式遵守和履行此等條款，住宅停車位及電單車停車位仍不得：
  - (i) 進行轉讓，除非：
    - (I) 連同賦予專有權使用及管有現已或將會興建於該地段上的一幢或多幢建築物當中一個或多個住宅單位之不分割份數一併轉讓；或
    - (II) 承讓的人士現已擁有具專有權使用及管有現已或將會興建於該地段上的一幢或多幢建築物當中一個或多個住宅單位的不分割份數；或
  - (ii) 分租(除非分租予現已或將會興建於該地段上一幢或多幢建築物當中之住宅單位的住客)，惟在任何情況下，不得轉讓或分租總數超過三個住宅停車位及電單車停車位予現已或將會興建於該地段上一幢或多幢建築物內任何同一個住宅單位的業主或住客。
- (b) 即使本特別批地條款第(a)條有任何規定，買方可以在取得署長事先書面同意下，將所有住宅停車位和電單車停車位整體轉讓，但只可轉讓給買方全資擁有的附屬公司。
- (c) 本特別批地條款第(a)條的規定不適用於該地段的整體轉讓、分租、按揭或押記。
- (d) 本特別批地條款第(a)及(b)條的規定不適用於傷殘人士停車位。

### 28. 批地文件特別批地條款第(32)條規定：

根據本文特別批地條款第(27)(a)(iii)條（可遵照本文特別批地條款第(29)條規定調整），第(27)(d)條及第(28)(a)條在該地段內提供的車位及傷殘人士停車位須被指定為並構成公用地方之一部分。

### 29. 批地文件特別批地條款第(34)條規定：

除通過批地文件所夾附圖則顯示及標記的X及Y點之間的Z點或署長書面批准的其他地點之外，買方無權以車輛進出該地段。如該地段進行發展或重建，建築工程的車輛可獲批准使用署長指定位置的臨時通道，但須受制於署長施加的條款。當完成發展或重建，買方需自費在署長指定的時限內將臨時通道的一個或多個範圍恢復原狀，令署長全面滿意。

### 30. 批地文件特別批地條款第(36)條規定：

- (a) 倘若為了或有關該地段或其任何部分之形成、平整或發展或根據批地文件買方須完成之任何其他工程

或因任何其他目的，於該地段內或任何政府土地中現時或以往曾經進行任何削走、移除或移後任何土地、或任何建造或填土或任何斜坡處理工程，不論以何種形式、亦不論有否獲得署長事先書面同意，買方須自費進行及建造為保護及支撐該地段內之土地及任何毗連或毗鄰政府土地或已租出土地及排除及防止其後發生之任何崩塌、山崩或下陷而當時或日後任何時間所須之斜坡處理工程，護土牆或其他支撐、保護、排水或附屬或其他工程。買方須於批地文件的批地年期內所有時間自費保養該土地、斜坡處理工程、護土牆或其他支撐、保護、排水或附屬或其他工程，以令其保持修葺良好堅固和狀況良好以令署長滿意。

- (b) 本特別批地條款第(a)條的任何規定不得影響政府在此等條款下的權利，尤其是本文特別批地條款第(35)條。
- (c) 倘若因或由於買方作出之形成、平整、發展或其他工程或因其他原因於任何時間不論在或由任何土地、在該地段內或任何毗連或毗鄰政府土地或已租出土地導致或引致崩塌、山崩或下陷，買方須自費使其回復原狀及將其修復令署長滿意，並須彌償政府、其代理及承建商因該崩塌、山崩或下陷而導致、蒙受或招致之所有費用、收費、損害賠償、訴求及申索。
- (d) 除了批地文件規定就任何違反此等條款的任何其他權利或補救之外，署長有權以書面通知要求買方進行、建造及保養該等土地、斜坡處理工程、護土牆、或其他支撐、保護、及排水或附屬或其他工程，或使其回復原狀及修復任何崩塌、山崩或下陷。倘若買方在該通知指定期限內忽視或未能遵守該通知以令署長滿意，署長可立即執行及進行任何必須之工程而買方須應要求向政府付還有關費用連同任何行政或專業費用及收費。

### 31. 批地文件特別批地條款第(37)條規定：

未經署長事先書面批准，不得於該地段允許使用壓碎岩石機械。

### 32. 批地文件特別批地條款第(38)條規定：

如果在發展或重建該地段或其任何部分時已安裝預應力地樁，買方須自費在預應力地樁的整個服務期限內定期保養與定期監察預應力地樁，令署長滿意，並在署長不時絕對酌情要求時向署長提交所有該等監察工程的報告和資料。如果買方忽略或未能進行要求的監察工程，署長可立即執行與進行該等監察工程，而買方須應要求付還其開支給政府。

### 33. 批地文件特別批地條款第(39)條規定：

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

### 34. 批地文件特別批地條款第(40)條規定：

買方須於所有時間，特別是在進行建造、保養、翻新或維修工程（下稱「工程」）時，採取或促使他人



# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

採取所有適當及充分的小心、技巧及預防措施，避免對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分之上、上面、之下或毗連的任何政府或其他現有的排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、喉管、電纜、電線、公用事業設施或任何其他工程或裝置（以下統稱「服務設施」）造成任何損害、騷擾或妨礙。買方在進行任何工程之前須進行或促使他人進行完善調查及查詢核實服務設施的現時位置及水平，並向署長提交處理任何可能被工程影響的服務設施各方面的建議書供其批准，且必須在取得署長對工程及上述建議書作出的書面批准後，才能進行該等工程。買方須遵從及自費履行署長在批准時對服務設施作出的任何要求，包括承擔進行任何必要的改道、重鋪或恢復原狀的費用。買方須自費維修、修復及使其回復原狀任何因工程對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分或任何服務設施以任何方式引起的任何損害、騷擾或妨礙（除非署長另作選擇，否則明渠、污水渠、雨水渠或總水管須由署長進行修復，而買方須應要求向政府支付該等工程的費用），令署長全面滿意。如買方未能對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分或任何服務設施進行任何該等必要的改道、重鋪、維修、修復及使其回復原狀工程，以令署長滿意，署長可進行其認為必要的任何該等改道、重鋪、維修、修復或使其回復原狀工程，而買方須應要求向政府支付該等工程的費用。

### 35. 批地文件特別批地條款第(41)條規定：

- (a) (i) 買方現確認於本協議訂立日，該地段、綠色範圍及黃色範圍之上、上面、之下有現有服務該地段毗鄰或毗連政府土地的公用服務設施，其中包括但不限於喉管、電線、電纜、儀錶、開關裝置及其他附帶裝置（以下統稱「現存公用服務設施」）。買方須自費進行或促使他人進行適當的勘測及必要的了解，確定現存公用服務設施的現時位置及水平。於本特別批地條款，署長就何謂現存公用服務設施所作的決定為最終決定並對買方具有約束力。
- (ii) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存公用服務設施的存在及用途，而買方不得因此或就此提出或作出任何性質的異議或索償。
- (iii) 倘因現存公用服務設施的存在及用途導致或令買方或任何人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任或義務，買方不可就任何此等損失、損害、滋擾或騷擾，向政府索償，不論為直接或間接由現存公用服務設施的存在及用途有關引起或導致。
- (iv) 除因以符合本特別批地條款第(b)(i)條所指而進行的現存公用服務設施改道工程為目的，買方不得拆卸、損害、更改、重置、干擾或妨礙或批准或容許拆卸、損害、更改、重置、干擾或妨礙現存公用服務設施或其任何一個或多個部分。
- (b) (i) 買方須在2022年9月30日或之前或署長批准的其他日期，自費令署長全面滿意進行更改現存公用服務設施之工程致使其置於該地段毗鄰或毗連政府土地部分或其他經署長批准或要求的位置（下稱「現存公用服務設施改道工程」）。
- (ii) 於現存公用服務設施改道工程開展前，買方須自費提交或促使他人提交予署長現存公用服務設施改道工程的建議書供其書面批准，且必須在取得署長對上述建議書作出書面批准後才能進行現存公用服務設施改道工程。
- (iii) 買方須自費於根據本特別批地條款第(b)(i)條指定時限內進行及完成署長批准的現存公用服務設施改道工程並符合所有署長批准時的附加要求，包括但不限制於提供、建造、保養、維修、拆卸和拆除現存公用服務設施的費用令署長全面滿意。

- (iv) 現存公用服務設施改道工程完成後，買方須自費保養興建或建造於現存公用服務設施改道工程所包含之公用設施或其他結構物（以下統稱「改道公用服務設施」）使其直至改道公用服務設施根據本特別批地條款(b)(v)條移交政府、保持狀況良好令署長全面滿意。
- (v) 買方須應署長要求時，於署長指定時限內交還予署長改道公用服務設施令署長滿意，亦不得向署長收取任何形式的款項或補償。
- (c) 倘若買方未能在於規定日期或經署長批准的日期內履行其在本特別批地條款第(b)條的義務，政府可進行必要的工程，費用一概由買方負責並須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (d) 倘因買方履行本特別批地條款第(b)條的義務或政府行使本特別批地條款第(c)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。
- (e) (i) 買方須於所有合理時間批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士（不論有否帶同工具、設備、裝置、器械及車輛）有權自由及不受限制通行、進出、往返及行經該地段、綠色範圍（於買方佔管期間）及黃色範圍或其中一部分或多個部分（於買方佔管期間）及任何現已興建或將會興建在上的一幢或多幢建築物以便視察、運作、保養、修理和更新現存公用服務設施及改道公用服務設施、視察、檢查及監督現存公用服務設施改道工程及進行、視察、檢查及監督本特別批地條款第(c)條之工程或署長認為必要的任何其他工程。
- (ii) 倘因根據本特別批地條款第(e)(i)條或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承建商及代理及獲署長根據本特別批地條款第(e)(i)條獲署長授權的任何人士概不承擔任何責任或義務，及買方不得就任何該等損失、損害、滋擾或騷擾而向任何該等人士作出索償。
- (f) 買方須就現存公用服務設施的存在及用途、進行現存公用服務設施改道工程及買方、其人員、代理人、承建商、工人及僱員就現存公用服務設施改道工程作出或遺漏的任何事情直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其負責。

### 36. 批地文件特別批地條款第(42)條規定：

- (a) 當署長認為必需時，買方須自費在該地段範圍內或在政府土地建造及維持排水道和渠道，從而將降於或流入該地段的所有雨水及天雨水截流和引入最近的河道、集水溝、水道或政府雨水渠以令署長滿意。買方須獨自負責並彌償政府及其人員因該等雨水或天雨水導致任何損毀或滋擾而引起的所有訴訟、索償和訴求。
- (b) 連接該地段的任何排水渠和污水渠至政府的雨水渠及污水渠（當已鋪設及用）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買方負責。買方須應要求向政府支付上述連接工程的費用。該等連接工程亦可由買方自費進行，以令署長滿意。在此情況下，上述連接工程的任何一段若在政府土地內建造，必須由買方自費保養，且買方須應要求移交給政府，由政府自費負責日後的保養。買方須應要求向政府支付有關上述連接工程的技術審查的費用。如買方未能保養在政府土地內建造的上述連接工程的任何一段，署長可進行其認為必要的保養工程，買方須應要求向政府支付上述工程的費用。

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 37. 批地文件特別批地條款第(43)(a)至(g)條規定：

- (a) (i) 買方現確認於本協議訂立日，綠色範圍、黃色範圍及該地段部分在批地文件所夾附圖則以粉紅色加黑斜線顯示範圍及標記“D.R.”（下稱「渠務專用範圍」），現存直徑900毫米之雨水渠通過，其大約位置、定線在批地文件所夾附圖則以藍色線作顯示用途（下稱「現存雨水渠」）。
- (ii) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存雨水渠的存在及用途，而買方不得因此或就此提出或作出任何性質的異議或索償。
- (iii) 倘因現存雨水渠的存在及用途導致或令買方或其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任或義務，買方不可就現存雨水渠的存在及用途直接或間接引起或導致的任何該等損失、損害、滋擾或騷擾而向政府作出任何索償。
- (b) (i) 買方須自費進行或促使他人進行完善調查及查詢以核實現存雨水渠的真確位置、定線、水平及程度。買方須於本協議6個歷月內或署長批准的其他日期，自費提交或促使他人提交予署長書面批准一份令署長全面滿意的報告（下稱「報告」）其中包含署長要求有關現存雨水渠真確位置、定線、水平及程度的有關資料及事項。
- (ii) (I) 買方同意在其根據本特別批地條款第(b)(i)條提交予署長報告後，署長可勾劃現存雨水渠的真確位置、定線、水平及程度及按署長全權酌情指定向買方發出書面通知調整渠務專用範圍的位置及定線（署長就此所作的決定為最終決定並對買方具有約束力）。就署長根據本(b)(ii)(I)條而已調整的渠務專用範圍稱為「已調整渠務專用範圍」。
- (II) 已調整渠務專用範圍須替代及代替渠務專用範圍而本特別批地條款第(c)、(e)及(g)(iii)條內指的渠務專用範圍須應用於已調整的渠道專用範圍而於該(c)、(e)及(g)(iii)內指的「渠務專用範圍」由「已調整渠務專用範圍」所替代及代替。
- (iii) 在署長書面批准報告前，該地段上或其任何部分不可動工進行建造工程（拆卸工程及土地勘測工程除外）。
- (c) (i) 於渠務專用範圍、其之上、上面、上方、之下、下方或內部不可興建、建造或放置任何建築物、結構物、任何建築物或結構物的支承托物或地基或伸延物。
- (ii) 即使本特別批地條款第(c)(i)條之規定，如事前獲署長書面同意及受制於署長全權酌情制定的該等條款與條件包括所要求的行政及地價費用，買方可在渠務專用範圍興建、建造或放置圍牆、圍欄或小型結構物，惟倘及當署長要求，買方須自費在署長指定的期限內並令署長全面滿意拆除或拆卸此等圍牆、圍欄或結構物並恢復渠務專用範圍原狀及如買方未能在指定期限內或按緊急情況所需進行上述拆除、拆卸及恢復原狀工程，署長可按其視為需要執行該等工程。買方須應要求向政府支付有關工程的費用。
- (iii) 買方須就可興建、建造或放置於渠務專用範圍的圍牆、圍欄或其他小型結構物直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。
- (d) 於本協議的任何時間，政府、署長及獲其授權的人員、代理人、承建商、其或該等的工人及其他獲署長授權人員（以下統稱「相關人員」），（不論有否帶同工具、設備、器械或車輛）有權於所有時候自由及不受限制通行、進出、往返及行經該地段或其任何部分及現已興建及將興建於其上的任何建築物或結構物，以便因應署長所要求或授權鋪設、視察、修理、更換及保養現存雨水渠。

- (e) 任何可妨礙現存雨水渠通路或引致其超出負擔的物件或物質（不論其性質）（包括署長根據本特別批地條款第(c)(ii)條批准的圍牆、圍欄及其他小型結構物）概不能放置於渠務專用範圍。在署長認為於渠務專用範圍存在物件或物質可妨礙現存雨水渠通路或引致其超出負擔（署長對此所作決定為最終的決定及對買方具有約束力），署長有權以書面通知要求買方於署長指明時限內，自費及令署長全面滿意拆卸和拆除該等物件或物質及恢復渠務專用範圍原狀。如買方忽視或未能於指定時段內遵從該通知，或按緊急情況所需，署長可進行其認為需要的該等拆卸、拆除和復原工程而買方須應政府要求向政府支付有關工程的費用。
- (f) 除必須恢復其行使上述權利和權力時挖掘的坑槽至原狀外，倘因相關人員行使本特別批地條款第(d)條的權利或其他情況而導致或令買方或其他任何人士蒙受任何損失、損害、滋擾或騷擾政府及相關人員概不承擔任何責任，及買方不得就該等損失、損害、滋擾或騷擾而向政府或相關人員作出索償。
- (g) (i) 受制於事先取得署長書面批准及其全權酌情制定的該等條款及條件，包括所要求的任何地價及行政費用，買方可自費令署長全面滿意進行更改現存雨水渠或其任何一部份或多個部份之該等工程致使其置於署長批准位於該地段內或外的一個或多個位置及水平，物料及標準，規格及設計（下稱「現存雨水渠改道工程」）。買方根據署長書面批准而更改的現存雨水渠連同現存雨水渠未被更改的任何一部份或多個部份（如有）下稱「改道雨水渠」。
- (ii) 倘若改道雨水渠完全置於該地段內或部份於該地段內及部份於該地段外，則該地段部份或多部份位於由改道雨水渠外方表面起量度3.0米距離內的範圍須構成一新的渠務專用範圍（該勾劃及被指明於署長致買方一封或多封信函中的該面積下稱「新渠務專用範圍」）並替代渠務專用範圍，或倘若渠務專用範圍已跟據本特別批地條款第(b)(ii)(II)條被替代及代替之已調整渠務專用範圍，而本特別批地條款第(c), (d)及(e)及(g)(iii)條須適用於新渠務專用範圍及改道雨水渠及就：
  - (I) 本特別批地條款第(c), (e)及(g)(iii)條下的「渠務專用範圍」由「新渠務專用範圍」所替代及代替；或
  - (II) 本特別批地條款第(c), (e)及(g)(iii)條下並已根據本特別批地條款第(b)(ii)(II)條而替代及代替的「已調整渠務專用範圍」須進一步由「新渠務專用範圍」所替代及代替；及
  - (III) 本特別批地條款第(d)及(e)條下「現存雨水渠」由「改道雨水渠」所替代及代替。
- (iii) 倘若改道雨水渠完全置於該地段外而該地段並沒任何部份為由改道雨水渠外方表面起量度3.0米距離，渠務專用範圍則終止存在。

### 38. 批地文件特別批地條款第(44)(a)、(b)、(d)及(e)條規定：

- (a) 買方須在本協議訂立日後6個歷月內或署長批准的其他期限，自費令渠務署署長全面滿意向渠務署署長提交或促使他人提交予其書面批准的一份渠務影響評估（下稱「DIA」），其中應包括渠務署署長可要求的資料及事項，包括但不限於發展該地段所引起的一切負面渠務影響，以及建議的緩解措施、改善工程及其他措施和工程。
- (b) 買方須在渠務署署長指定的期限內，自費令渠務署署長全面滿意進行與實施經渠務署署長批准的DIA所載的建議措施。
- (d) 在渠務署署長書面批准渠務影響評估前，在該地段上或其任何部分不可動工進行建造工程（拆卸工程及土地勘測工程除外）。



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- (e) 為免存疑和茲毋損本文一般批地條款第(5)條規定，買方現明確確認及同意其將獨自承擔責任，自費令渠務署署長全面滿意進行與實施經渠務署署長批准DIA所載的建議措施。倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就任何該等費用、損害或損失而向政府或其人員作出索償。

### 39. 批地文件特別批地條款第(45)條規定：

- (a) 買方須在本協議訂立日後的6個曆月內或署長批准的其他期限，自費令署長全面滿意向署長提交或促使他人提交予其書面批准的一份發展該地段的噪音影響評估(下稱「噪音影響評估」)，其中應包括署長可要求的資料及事項，包括但不限於發展該地段所引起的一切負面噪音影響和所作出適當的噪音消減措施的提議(下稱「噪音消減措施」)。
- (b) 買方須在署長指定的期限內，自費令署長全面滿意進行與實施經署長批准的噪音影響評估所載的噪音消減措施(下稱「獲批准噪音消減措施」)。
- (c) 在署長書面批准噪音影響評估前，在該地段上或其任何部分不可動工進行建造工程(拆卸工程、現存公用服務設施改道工程、現存雨水渠改道工程、地盤平整工程及土地勘測工程除外)。
- (d) 倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就任何該等費用、損害或損失而向政府及其人員作出索償。

### 40. 批地文件特別條款第(46)條規定：

倘若獲批准噪音消減措施中包括在該地段上興建或建造一個或多個隔音屏障並伸延至超出該地段的地界至任何毗鄰政府土地任何部分之上或上方(下稱「隔音屏障」)，以下條件將適用：

- (a) 買方須自費按照獲建築事務監督批准的圖則設計、興建及建造隔音屏障，並必須全面遵從《建築物條例》、任何附屬規例及任何修訂法例的規定；
- (b) 不得在任何該地段毗鄰的政府土地之上、上面或下面興建隔音屏障的地基或承托物；
- (c) 未經署長的事先書面批准，不可對隔音屏障或其一部分或多個部分作出任何改動、增建、更換或任何性質的附加附屬裝置；
- (d) 買方須在任何時間自費維護、保養和維修隔音屏障或(如獲署長批准)任何更換的隔音屏障，使其保持修葺良好堅固和狀況良好令署長全面滿意，及如為進行本第(d)條規定的任何工程而需臨時封閉交通或改道，須得到運輸署署長對臨時交通安排的書面同意才可開展任何工程；
- (e) 隔音屏障只可用作阻隔噪音用途，未經署長的事先書面批准，買方不得使用或容許或允許隔音屏障或其一個或多個部分用作廣告宣傳用途或展示任何標誌、通告或任何海報；
- (f) 受制於得到署長事先書面批准，買方、其承辦商、工人或獲買方授權的任何其他人士(無論是否帶同工具、設備、裝置、機器或車輛)可獲批准進入該地段毗鄰的政府土地，以便按本特別批地條款進行興建、建造、視察、維修、保養、清潔、更新及更換伸延到政府土地上的方的隔音屏障之一部分或多個部分；
- (g) 倘因買方或任何其他人士進入或進行本特別批地條款第(f)條所指的工程導致或令其蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何責任或義務。買方不可就此等任何損失、損害、滋擾或干擾而向政府作出任何索償；

- (h) 買方須在所有時間採取所需的預防措施，以防止對任何該地段毗鄰的政府土地及隔音屏障或對任何因興建、建造、存在、視察、維修、保養、清潔、更新、更換、改動、使用、拆卸或拆除隔音屏障而進入或使用任何該地段毗鄰的政府土地及隔音屏障的人士或車輛造成任何損害或傷害；
- (i) 署長有權於任何時間行使其絕對酌情權向買方送達書面通知，要求買方於書面通知之日起的6個曆月內拆卸及拆除伸延至政府土地的一部分或多個部分隔音屏障，並不得作出更換，而買方須於該書面通知規定的期限內自費拆卸及拆除上述隔音屏障的一個或多個部分至署長全面滿意；
- (j) 如果買方未能履行在本特別批地條款的任何責任，署長可進行他認為必要的工程，買方須應要求時向政府支付該等工程的費用；
- (k) 買方須於本協議期間的所有時間批准署長及其人員、承辦商、代理人、工人和任何獲署長授權的人士(不論有否帶同工具、設備、裝置、器械或車輛)有權自由及不受限制通行、進出、往返及行經該地段或其任何部分及任何於該地段現已興建或將興建的一幢或多幢建築物，以便視察、檢查和監督任何根據本特別批地條款第(a)、(d)及(i)條進行的任何工程及根據本特別批地條款第(j)條進行的任何工程或署長認為需要的任何其他工程；
- (l) 倘因買方或任何其他人士在履行本特別批地條款的責任、署長行使本特別批地條款第(k)條進入權或按本特別批地條款第(j)條進行任何工程導致或令其蒙受所引起任何損失、損害、滋擾或干擾，政府及署長概不承擔任何責任或義務。買方不可就此等損失、損害、滋擾或干擾而向政府或署長或其授權的人員作出任何索償；及
- (m) 買方須於任何時間就興建、建造、存在、視察、維修、保養、清潔、更新、更換、更改、使用、拆卸或拆除隔音屏障或本特別批地條款第(k)條的相關工程直接或間接產生的所有責任、損失、損害、索償、費用、開支、收費、訴求、訴訟及法律程序向政府、署長及其人員、承辦商、代理人、工人和任何獲署長根據本特別批地條款第(j)條授權的人士彌償，並確保其免責。

### 41. 批地文件特別批地條款第(47)條規定：

- (a) 買方須在本協議訂立日後的6個曆月內或署長批准的其他期限，自費令規劃署署長全面滿意向規劃署署長提交或促使他人提交予其書面批准的一份空氣流通評估(下稱「AVA」)，其中應包括規劃署署長可要求的資料及事項，包括但不限於發展該地段所引起對行人的風環境的一切可能影響及對空氣流通、設計、改善工程、緩解措施及其他措施及工程的提議。
- (b) 買方須在規劃署署長指定的期限內，自費令規劃署署長全面滿意進行與實施經規劃署署長批准AVA所載的提議。
- (c) 在規劃署署長書面批准AVA前，在該地段上或其任何部分不可動工進行建造工程(拆卸工程、現存公用服務設施改道工程及土地勘測除外)。
- (d) 為免存疑和茲毋損本文一般批地條款第(5)條規定，買方現明確確認及同意其將獨自承擔責任、自費令規劃署署長全面滿意進行與實施AVA所載的提議措施。倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就任何此等費用、損害或損失而向政府或其人員作出索償。

### 42. 批地文件特別批地條款第(48)(a)、(b)、(d)及(e)條規定：

- (a) 買方須在本協議訂立日後的6個曆月內或署長批准的其他期限，自費令環境保護署署長全面滿意向

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

環境保護署署長提交或促使他人提交予其書面批准的一份污水影響評估(下稱「SIA」)，其中應包括環境保護署署長可要求的資料及事項，包括但不限於發展該地段的一切負面渠務影響、由其他規劃及致力發展項目流向相同引水區的污水流量，以及建議的緩解措施、改善工程及其他措施及工程。

- (b) 買方須在環境保護署署長指定的期限內，自費令環境保護署署長全面滿意進行與實施經環境保護署署長批准SIA所載的建議。
- (d) 在環境保護署署長書面批准SIA前，在該地段上或其任何部分不可動工進行建造工程(拆卸工程、現存公用服務設施改道工程、現存雨水渠改道工程及土地勘測除外)。
- (e) 為免存疑和茲毋損本文一般批地條款第(5)條規定，買方現明確確認及同意其將獨自承擔責任、自費令環境保護署署長全面滿意進行與實施經環境保護署署長批准SIA所載的建議措施。倘因買方履行本特別批地條款責任或其他情況導致或令買方蒙受任何費用、損害或損失，政府及其人員概不承擔任何責任或義務，及買方不可就該等費用、損害或損失而向政府及其人員作出索償。

### 43. 批地文件特別批地條款第(49)條規定：

- (a) 買方確認該土地可能由於該地段的範圍內及該地段範圍外以綠色加交叉黑斜線顯示於批地文件所夾附圖則上(下稱「綠色加交叉黑斜線範圍」)的天然山坡性質而受山泥傾瀉和巨石下墜的危害所影響。
- (b) (i) 買方須於2017年9月30日或之前或署長批准的其他期限自費進行及完成令署長全面滿意，於該地段及綠色加交叉黑斜線範圍內的岩土勘測(下稱「岩土勘測」)，以便研究天然山坡山泥傾瀉危害。
  - (ii) 岩土勘測結果須包括一份將由署長批准的緩解提議以作為進行、完成及保養所有需要於該地段內及於綠色加交叉黑斜線範圍上建造的緩解及鞏固工程及相關工程、提供通道以便日後保養已完成的緩解及鞏固工程(該通道提供下稱「維持通道」)，以保障任何現已興建或將興建於該地段上的一幢或多幢建築物及住客或佔用人、其真正的賓客、訪客和獲邀進入者免受由於該地段及綠色加交叉黑斜線範圍山泥傾瀉及巨石下墜的危害。
  - (iii) 於該地段外或綠色加交叉黑斜線範圍上的任何維持通道提議必須受制於署長事先書面批准的約束及如經已批准，須作為已經署長絕對酌情決定的批准或要求的緩解提議之一部分(下稱「經批准緩解提議」)及甚至那時，署長有絕對酌情決定以書面通知要求買方自費於本協議任何時間內重置或消除於本地段外及綠色加交叉黑斜線範圍上的任何維持通道。
  - (iv) 除非得到署長事先書面批准，任何土地勘測、緩解及鞏固工程及相關工程，及建造維持通道不能於綠色加交叉黑斜線範圍上或政府土地上進行。
- (c) 買方須於2022年9月30日或之前或署長批准的其他期限，自費進行及完成令署長全面滿意，根據經批准緩解提議的該等緩解及鞏固工程及相關工程及維持通道(該等於該地段內的緩解及鞏固工程及相關工程、及維持通道以下統稱「內部工程」及該等於綠色加交叉黑斜線範圍或任何政府土地上的緩解及鞏固工程及相關工程、及維持通道以下統稱「外部工程」)。
- (d) 買方現確認及同意除非買方已證明因技術性原因，包括但不限於岩土及安全原因，工程為嚴格地需要及不能避免至署長全面滿意，否則不能進行外部工程。署長有絕對酌情決定於批准該等工程時施加其認為合適的條款及條件。
- (e) 買方現確認及同意已進行的岩土勘測及外部工程為一次性質及於該等工程完成令署長全面滿意前，受山泥傾瀉和巨石下墜危害的任何興建於該地段上或該地段內任何範圍之任何建築物的所有部分並不能被佔用或使用。

- (f) (i) 買方在協議的所有時間內須自費保養內部工程及外部工程修葺良好堅固和狀況良好令署長全面滿意，以確保內部工程及外部工程能繼續發揮其設定的作用。
  - (ii) 保養工程包括但不限於清理下墜於內部工程或外部工程或於本特別批地條款第(g)條所指的天然山坡危害緩解和鞏固工程圖則上所示的該地段或政府土地的山泥傾瀉泥土或巨石。
  - (iii) 如買方違反責任，沒有按規定保養內部工程及外部工程，除政府可針對買方而具有的權利和補救外，署長亦有權以書面通知要求買方在署長絕對酌情決定認為適當的限期內進行該等保養工程。倘若買方在該通知指定限期內忽視或未能遵守該通知令署長滿意，署長可立即執行及進行所需的保養工程而買方須應要求向政府付還有關費用連同任何行政和專業費用及收費。
- (g) 買方須自費到土地註冊處就該土地註冊已獲署長批准的圖則，顯示內部工程及外部工程的位置、性質和涵蓋範圍以及該地段及政府土地內買方可能須要或被要求進行保養工程的位置和範圍，包括於該地段及政府土地範圍根據本特別批地條款第(f)條買方可能須要或被署長要求進行清理山泥傾瀉泥土或巨石的範圍及維持通道(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。
- (h) 岩土勘測、內部工程及外部工程須全面遵從《建築物條例》，其任何附屬規例及任何修訂法例的規定及任何其他相關法例。
- (i) 為進行岩土勘測、進行及完成、視察及保養內部工程及外部工程為目的，買方有權由任何政府土地進出綠色加交叉黑斜線範圍及任何存在外部工程現已興建或將興建在上的政府土地而買方可能被要求或將被要求進行保養工程，包括受制於署長絕對酌情決定而可能施加的該等條款及條件清理於內部工程或外部工程上的山泥傾瀉泥土或巨石。
- (j) 倘因進行岩土勘測或因進行、視察及保養內部工程或外部工程而導致或令綠色加交叉黑斜線範圍、任何其他政府土地或任何該地段以外土地任何損害，買方須自費於署長規定時限內將其修復令署長全面滿意。
- (k) 買方須就其根據本特別批地條款正在進行或一直進行的工程或買方進行岩土勘測或內部工程及外部工程的設計、建造及保養的任何遺漏、疏忽或缺失，包括但不限於財產的損害或損失、喪失生命或身體受傷，直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。

### 44. 通知書再作規定當按照批地文件特別批地條款第(49)(c)條完成外部工程(根據批地文件特別批地條款第(49)(c)條所界定釋義)，買方將沒有義務根據批地文件特別批地條款第(49)(f)保養位於綠色加交叉黑斜線範圍內於通知書所夾附圖則以綠色加黑點顯示的部分內(「該範圍」)的內部工程，而買方根據批地文件特別批地條款第(49)(i)條於該範圍的通行及進出權將終止。

### 45. 批地文件特別批地條款第(52)條規定：

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

備註：

1. 附於批地文件的圖則及附於通知書的圖則於公共設施及公眾休憩用地的資料部分內複製。
2. 詳情請參考批地文件及通知書。批地文件及通知書全份文本已備於售樓處，在開放時間可供免費查閱，並可在支付必要的影印費後獲取批地文件及通知書副本。



# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

1. The phase is situated on Tuen Mun Town Lot No.547 (the "lot").
2. The lot is held under the Agreement and Conditions of Sale dated 8 September 2016 and registered in the Land Registry as New Grant No.22372 ( the "Land Grant") for a term of 50 years commencing from the 8 September 2016 subject to and with the benefit of a Notification Letter dated 5 September 2019 and registered in the Land Registry by Memorial No.19102901120013 (the "Notification Letter").
3. **Special Condition No.(12) of the Land Grant stipulates that:**  
The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for private residential purposes.
4. **General Condition No.(5)(c) of the Land Grant stipulates that:**  
(c) The Purchaser hereby shall indemnify and 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") (whose opinion shall be final and binding upon the Purchaser), 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 Purchaser whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.
5. **General Condition No.(7) of the Land Grant stipulates that:**  
(a) The Purchaser 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 Purchaser 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 Purchaser 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 redevelopment works and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.
6. **General Condition No.(9) 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 Purchaser 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 Purchaser 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 Purchaser shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.
7. **Special Condition No.(2) of the Land Grant stipulates that:**
  - (a) The Purchaser hereby acknowledges that as at the date of this Agreement, other than the Existing Utilities referred to in Special Condition No.(41)(a)(i) hereof and the Existing Stormwater Drain referred to in Special Condition No.(43)(a)(i) hereof, there are some buildings, structures and foundations existing within the lot, the Green Area referred to in Special Condition No.(3)(a)(i)(I) hereof and the Yellow Area referred to in Special Condition No.(7)(a) hereof (which buildings, structures and foundations are hereinafter collectively referred to as "the Existing Structures").
  - (b) Without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser 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 Structures and no objection or claim of whatsoever nature shall be made or raised by the Purchaser in respect of or on account of the same.
  - (c) The Purchaser shall at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Structures (hereinafter referred to as "the Demolition Works").
  - (d) The Government, the Director and his officers, contractors and agents and any persons authorized by the Director shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser by reason of the presence of the Existing Structures and the carrying out of the Demolition Works and the Purchaser shall not make any claim whatsoever against the Government, the Director and his officers, contractors and agents and any persons authorized by the Director for any damage, nuisance, annoyance, loss or detriment of any kind whatsoever caused to the lot or to the Purchaser arising directly or indirectly out of or in connection with the presence of the Existing Structures or the carrying out of the Demolition Works.
  - (e) The Purchaser shall 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 presence of the Existing Structures and the carrying out of the Demolition Works.

# 15. 批地文件的摘要

## SUMMARY OF LAND GRANT

### 8. Special Condition No.(3) of the Land Grant stipulates that:

- (a) The Purchaser shall:
  - (i) on or before the 31st day of October 2018 or such other 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 and form that portion of the future public road shown coloured green on the plan annexed to the Land Grant (hereinafter referred to as "the Green Area"); and
  - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area;
  - (ii) on or before the 31st day of October 2018 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
  - (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Land Grant.
- (b) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser 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 Purchaser.
- (c) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

### 9. Special Condition No.(4) of the Land Grant stipulates that:

For the purpose only of carrying out the Demolition Works and the necessary works specified in Special Condition No.(3) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the Demolition Works and the works whether under Special Condition No.(3) of the Land Grant or otherwise.

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

The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No.(3) hereof.

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

- (a) The Purchaser shall at all reasonable times while he is in the possession of the Green Area:
  - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising the Demolition Works and any works to be carried out in compliance with Special Condition No.(3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(3)(b) hereof and any other works which the Director may consider necessary in the Green Area;
  - (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
  - (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

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

- (a) The Purchaser shall on or before the 30th day of September 2022 or such other 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 lay, form and landscape the area shown coloured yellow on the plan annexed to the Land Grant (hereinafter referred to as "the Yellow Area").



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- (b) The Purchaser shall thereafter at his own expense maintain the Yellow Area or any part or parts thereof in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(8) of the Land Grant.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director or the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser 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 Purchaser.
- (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

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

For the purpose only of carrying out the Demolition Works and the necessary works specified in Special Condition No.(7) hereof, the Purchaser shall on the date of this Agreement be granted possession of the Yellow Area. The Yellow Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Yellow Area shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof allow free access over and along the Yellow Area or such part or parts thereof for all Government vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the Demolition Works and the works whether under Special Condition No.(7) hereof or otherwise.

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

The Purchaser shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No.(7) hereof.

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

- (a) The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof:
  - (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising the Demolition Works and any works to be carried out in compliance with Special Condition Nos.(7)(a) and (7)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(7)(c) hereof and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof;

- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area or any part or parts thereof.
- (b) The Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person arising out of or incidental to the exercise of the rights by the Government, the Director and his officers, contractors and agents and any persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

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

The Purchaser shall develop the lot by the erection thereon of a building or buildings complying in all respects with the Land Grant 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 30th day of September 2022.

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

Subject to these Conditions, upon development or redevelopment (which term refers solely to redevelopment contemplated in General Condition No.(7) hereof) of the lot or any part thereof:

- (a) any building or buildings erected or to be erected on the lot shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) no building or buildings may be erected on the lot or any part thereof or upon any area or areas outside the lot specified in these Conditions, nor may any development or use of the lot or any part thereof, or of any area or areas outside the lot specified in these Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation;
- (c) the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 36,960 square metres and shall not exceed 61,600 square metres;
- (d) no part of any building or other structure erected or to be erected on the lot together with any addition or fitting (if any) to such building or structure may in the aggregate exceed a height of 70 metres above the Hong Kong Principal Datum, or such other height limit as the Director at his sole discretion may, subject to the payment by the Purchaser of any premium and administrative fee as shall be determined by the Director, approve, provided that machine rooms, air-conditioning units, water tanks, stairhoods and similar roof-top structures may be erected or placed on the roof of the building so as to exceed the above height limit on condition that the design, size and disposition of the said roof-top structures are to the satisfaction of the Director;

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- (e) (i) except with the prior written approval of the Director, any building or group of buildings erected or to be erected on the lot shall not have any projected façade length of 60 metres or more; and
- (ii) for the purpose of sub-clause (e)(i) of this Special Condition:
  - (I) the decision of the Director as to what constitutes a building shall be final and binding on the Purchaser;
  - (II) any two or more buildings shall be treated as a group of buildings if the shortest horizontal distance between any two buildings erected or to be erected on the lot is less than 15 metres;
  - (III) the decision of the Director as to what constitutes the projected facade length of a building or a group of buildings erected or to be erected on the lot shall be final and binding on the Purchaser; and
  - (IV) in calculating the projected facade length referred to in sub-clause (e)(i) of this Special Condition, gap between any two buildings shall be taken into account and the Director's decision as to the calculation shall be final and binding on the Purchaser; and
- (f) the design and disposition of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than the Demolition Works, the Diversion Works for the Existing Utilities referred to in Special Condition No.(41)(b)(i) hereof, the Diversion Works for the Existing Stormwater referred to in Special Condition No.(43)(g)(i) hereof, ground investigation and site formation Works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "building works", "ground investigation" and "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

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

- (a) The Purchaser hereby acknowledges that as at the date of this Agreement there is a Gurkha Temple (which for identification purpose only is marked "Gurkha Temple (AM14-0018/B)" on the plan annexed to the Land Grant) existing within the Government land adjacent to the lot (hereinafter referred to as "the Gurkha Temple").
- (b) The Purchaser shall throughout the term hereby agreed to be granted ensure that the Gurkha Temple shall not be interfered with and shall take or cause to be taken all proper and adequate care, skill and precautions at all times, in particular when carrying out the Demolition Works, the necessary works specified in Special Condition No.(7) hereof, the Diversion Works for the Existing Utilities referred to in Special Condition No.(41)(b)(i) hereof, the Diversion Works for the Existing Stormwater Drain referred to in Special Condition No.(43)(g)(i) hereof and works in relation to the lot to avoid causing any damage or disturbance to the Gurkha Temple. For the purpose of this sub-clause (b), the decision of the Director as to what constitutes an interference with the Gurkha Temple shall be final and binding on the Purchaser.
- (c) Any damage caused to the Gurkha Temple or any part thereof by the Purchaser, his contractors, employees, or his authorized persons shall forthwith be reported to the the Director and all such damage shall be made good by the Purchaser at his own expense, within such time and in such manner as may be required or approved by the Director and in all respects to the satisfaction of the Director.

- (d) The Government shall have no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Purchaser or any person by reason of the presence and use of the Gurkha Temple.
- (e) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (c) of this Special Condition within the time limit as stipulated by the Director, the Government may carry out the necessary works at the cost of the Purchaser 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 Purchaser.
- (f) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (c) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (g) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever including but without limitation to any loss of or damages to the Gurkha Temple arising whether directly or indirectly out of or in connection with the Demolition Works, the necessary works specified in Special Condition No.(7) hereof, the Diversion Works for the Existing Utilities referred to in Special Condition No.(41)(b)(i) hereof, the Diversion Works for the Existing Stormwater Drain referred to in Special Condition No.(43)(g)(i) hereof, and works in relation to the lot and works carried out pursuant to sub-clause (c) of this Special Condition or the omission, neglect or default by the Purchaser to carry out works pursuant to sub-clause (c) of this Special Condition.

### 19. Special Condition Nos.(16)(a)(c) of the Land Grant stipulate that:

- (a) The Purchaser 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.
- (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.(24)(a)(v) hereof;
  - (ii) the Purchaser shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and
  - (iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors and by no other person or persons.

### 20. Special Condition No.(17) 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.



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

- (a) The Purchaser 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 on which landscaping works proposed by the Purchaser constitutes the 20% referred to in sub-clause (b)(i) of this Special Condition shall be final and binding on the Purchaser.
  - (iv) The Director at his sole discretion may accept other non-planting features proposed by the Purchaser as an alternative to planting trees, shrubs or other plants.
- (c) The Purchaser 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 Purchaser 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. (24)(a)(v) hereof.

**22. Special Condition Nos.(19)(a)(d) of the Land Grant stipulate that:**

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

For the purposes of this sub-clause (a), no office accommodation may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (d) Office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof.

**23. Special Condition Nos.(20)(a)(c) of the Land Grant stipulate that:**

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

For the purposes of this sub-clause (a), no quarters may be located within any building on the lot which is intended or adapted for use as a single family residence. The decision of the Director as to whether a building constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (c) Quarters for watchmen or caretakers or both provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof.

**24. Special Condition Nos.(21)(a)(c) of the Land Grant stipulate that:**

- (a) One office for the use of the Owners Corporation or the Owners' Committee may be provided within the lot provided that:
  - (i) such office shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon; and
  - (ii) the location of any such office shall first be approved in writing by the Director.
- (c) An office provided within the lot in accordance with sub-clause (a) of this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(24)(a)(v) hereof.

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

- (a)
  - (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at the following rates :
    - (l) where a block or blocks of residential units (other than a detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences) is or are provided within the lot, a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below unless the Director consents to a rate or to a number different from those set out in the table below:

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Size of each residential unit	Number of the Residential Parking Spaces to be provided
Less than 40 square metres	One space for every 17.5 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 10 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 3.33 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.27 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 0.93 residential units or part thereof
Not less than 160 square metres	One space for every 0.74 residential unit or part thereof

- (II) where detached, semi-detached or terraced house or houses which is or are intended for use as single family residence or residences is or are provided within the lot, at the following rates:
- (A) one space for each such house where its gross floor area is less than 160 square metres;
- (B) 1.5 spaces for each such house where its gross floor area is not less than 160 square metres but less than 220 square metres, provided that if the number of spaces to be provided under this sub- clause (a)(i)(II)(B) is a decimal number, the same shall be rounded up to the next whole number; and
- (C) two spaces for each such house where its gross floor area is not less than 220 square metres.
- For the purpose of this sub-clause (a)(i), the decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (ii) For the purpose of sub-clause (a)(i)(I) of this Special Condition, the total number of the Residential Parking Spaces to be provided under sub-clause (a)(i)(I) of this Special Condition shall be the aggregate of the respective number of the Residential Parking Spaces calculated by reference to the respective size of each residential unit set out in the table in sub-clause (a)(i)(I) of this Special Condition and for the purpose of these Conditions, the term "size of each residential unit" in terms of gross floor area shall mean the sum of (I) and (II) below:

- (I) the gross floor area in respect of a residential unit, exclusively used and enjoyed by the resident of that unit, which shall be measured from the exterior of the enclosing walls or parapet of such unit except where such enclosing walls separate two adjoining units in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit, but, for the avoidance of doubt, shall exclude all floor area within such unit which is not taken into account for the calculation of the gross floor area stipulated in Special Condition No.(13)(c) hereof; and
- (II) the pro-rata gross floor area of the Residential Common Area (as hereinafter defined) in respect of a residential unit, and in so calculating, the total gross floor area of residential common area, which is for common use and benefit of the residents of the building or buildings erected or to be erected on the lot, outside the enclosing walls of the residential units but, for the avoidance of doubt, excluding all floor area which is not taken into account for the calculation of gross floor area stipulated in Special Condition No.(13)(c) hereof (which residential common area is hereinafter referred to as "the Residential Common Area") shall be apportioned to a residential unit by the following formula:

The total gross floor area of the 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) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the building or buildings erected or to be erected on the lot shall be provided within the lot to the satisfaction of the Director, at the following rates subject to a minimum of two such spaces being provided within the lot:
- (I) if more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, at a rate of five spaces for every block of residential units, or
- (II) at such other rates as may be approved by the Director.
- For the purpose of this sub-clause (a)(iii), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (iv) The spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No.(29) hereof) and sub-clause (a)(i)(II) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.



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- (b) (i) Out of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No.(29) hereof), the Purchaser shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “the Parking Spaces for the Disabled Persons”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No.(29) hereof) and that the Purchaser shall not reserve or designate all of the spaces provided under sub-clause (a)(iii) of this Special Condition (as may be varied under Special Condition No.(29) hereof) to become the Parking Spaces for the Disabled Persons.
- (ii) The Parking Spaces for the Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.
- (iii) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as “the Motor Cycle Parking Spaces”) at a rate of one space for every 100 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director. For the purpose of this sub-clause (c)(i), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (ii) The Motor Cycle Parking Spaces (as may be varied under Special Condition No.(29) hereof) shall not be used for any purpose other than for the purpose set out in sub-clause (c)(i) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 residential units or part thereof with the size of each residential unit in terms of gross floor area being less than 70 square metres or at such other rates as may be approved by the Director. For the purpose of this sub-clause (d), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a residential unit. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.

- (e) (i) Except for the Parking Spaces for the Disabled Persons, each of the spaces provided under sub-clauses (a)(i)(I) and (a)(iii) of this Special Condition (as may be respectively varied under Special Condition No.(29) hereof) and sub-clause (a)(i)(II) of this Special Condition shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.
- (ii) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.
- (iii) Each of the Motor Cycle Parking Spaces (as may be varied under Special Condition No.(29) hereof) shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres or such other minimum headroom as may be approved by the Director.
- (iv) Each of the spaces provided under sub-clause (d) of this Special Condition shall be of such dimensions as may be approved in writing by the Director.

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

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at a rate of one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot or at such other rates as may be approved by the Director subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential units. For the purpose of this sub-clause (a), a detached, semi-detached or terraced house which is intended for use as a single family residence shall not be regarded as a block of residential units. The decision of the Director as to what constitutes a detached, semi-detached or terraced house and whether such house constitutes or is intended for use as a single family residence shall be final and binding on the Purchaser.
- (b) Each of the spaces provided under sub-clause (a) of this Special Condition shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings erected or to be erected on the lot.

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

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

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

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

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

The spaces provided within the lot in accordance with Special Condition Nos.(27)(a)(iii) (as may be varied under Special Condition No.(29) hereof), (27)(d) and (28)(a) hereof and the Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.

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

The Purchaser shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed to the Land Grant or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Purchaser shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed.

### 30. Special Condition No.(36) 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 Purchaser under these Conditions, or for any other purpose, the Purchaser 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 Purchaser shall at all times during the term granted under the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.
- (b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(35) hereof.
- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Purchaser 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 Purchaser 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 provided in the Land Grant for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Purchaser 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 Purchaser 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 Purchaser shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

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

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

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

Where prestressed ground anchors have been installed, upon development or redevelopment of the lot or any part thereof, the Purchaser shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Purchaser shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Purchaser shall on demand repay to the Government the cost thereof.

### 33. Special Condition No.(39) 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 Purchaser shall at his own expense remove the waste from and make good any damage done to the Government properties. The Purchaser 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 Purchaser, remove the waste from and make good any damage done to the Government properties and the Purchaser shall pay to the Government on demand the cost thereof.

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

The Purchaser 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, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser 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



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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 Purchaser 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 Purchaser 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, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

#### 35. Special Condition No.(41) of the Land Grant stipulates that:

- (a) (i) The Purchaser hereby acknowledges that as at the date of this Agreement, there are existing utility services including but not limited to pipes, wires, cables, meters, switches and other apparatus ancillary thereto being or running upon, over or under the lot, the Green Area and the Yellow Area serving the Government land adjoining or adjacent to the lot (hereinafter collectively referred to as "the Existing Utilities"). The Purchaser shall at his own expense make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Existing Utilities. For the purpose of this Special Condition, the decision of the Director as to what constitute the Existing Utilities shall be final and binding on the Purchaser.
  - (ii) Without prejudice to the generality of the provisions of General Conditions No.(5) hereof, the Purchaser 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 and use of the Existing Utilities and no objection or claim whatsoever shall be made or raised by the Purchaser in respect of or on account of the same.
  - (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the presence and use of the Existing Utilities and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance whether arising directly or indirectly out of or in connection with the presence and use of the Existing Utilities.
  - (iv) Except for the purpose of carrying out the Diversion Works for the Existing Utilities referred to in such-clause (b)(i) of this Special Condition in accordance with the provisions therein, the Purchaser shall not demolish, damage, remove, divert, relocate, interfere with or obstruct or permit or suffer to be demolished, damaged, removed, diverted, relocated, interfered with or obstructed the Existing Utilities or any part or parts thereof.
- (b) (i) The Purchaser shall on or before the 30th day of September 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director carry out works to divert the Existing Utilities to such part of the Government land adjoining or adjacent to the lot or to such other location as may be approved or required by the Director (hereinafter referred to as "the Diversion Works for the Existing Utilities").
  - (ii) Prior to commencement of the Diversion Works for the Existing Utilities, the Purchaser shall at his own expense submit to cause to be submitted to the Director for his written approval a proposal for the Diversion Works for the Existing Utilities. The Purchaser shall not carry out the Diversion Works for the Existing Utilities until the Director shall have given his written approval to the proposal.
  - (iii) The Purchaser shall at his own expense and within the time limit stipulated in sub-clause (b) (i) of this Special Condition carry out and complete the Diversion Works for the Existing Utilities as approved by the Director in compliance with all requirements which may be imposed by the Director in granting the aforesaid approval, including but not limited to the cost of provision, construction, maintenance, repair, demolition and removal of the Existing Utilities in all respects to the satisfaction of the Director.
  - (iv) Upon completion of the Diversion Works for the Existing Utilities, the Purchaser shall at his own expense maintain the utilities and other structures erected or constructed as part of the Diversion Works for the Existing Utilities (hereinafter collectively referred to as "the Diverted Utilities") in good condition and in all respects to the satisfaction of the Director until the Diverted Utilities shall be handed over to the Government in accordance with sub-clause (b)(v) of this Special Condition.
  - (v) The Purchaser shall when called upon to do so by the Director and within such time limit as shall be stipulated by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director handover the Diverted Utilities to the Director without any payment or compensation to the Purchaser.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser 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 Purchaser.
  - (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition or exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - (e) (i) The Purchaser shall at all reasonable times permit the Government, the Director and his officers, contractors and agents 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, the Green Area (while the Purchaser is in possession of the same) and the Yellow Area or any part or parts thereof (while the

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Purchaser is in possession of the same) and any building or buildings erected or to be erected thereon for the purpose of inspecting, operating, maintaining, repairing and renewing the Existing Utilities and the Diverted Utilities, inspecting, checking and supervising the Diversion Works for the Existing Utilities and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition or any other works which the Director may consider necessary.

- (ii) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (e)(i) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights conferred under sub-clause (e)(i) of this Special Condition or otherwise, and no claim whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (f) The Purchaser shall 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 presence and use of the Existing Utilities, the carrying out of the Diversion Works for the Existing Utilities and anything done or omitted to be done by the Purchaser, his officers, agents, contractors, workmen and servants in connection with the Diversion Works for the Existing Utilities.

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

- (a) The Purchaser 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 Purchaser 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 Purchaser for any loss or damage thereby occasioned and the Purchaser shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Purchaser 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 Purchaser at his own cost and upon demand be handed over by the Purchaser to the Government for future maintenance thereof at the expense of the Government and the Purchaser 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 Purchaser 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 Purchaser shall pay to the Government on demand the cost of such works.

#### 37. Special Condition Nos.(43)(a) to (g) of the Land Grant stipulate that:

- (a) (i) The Purchaser hereby acknowledges that as at the date of this Agreement, there is an existing stormwater drain of 900 millimetres in diameter passing through the Green Area, the Yellow Area and a portion of the lot shown coloured pink hatched black and marked "D.R." on the plan annexed to the Land Grant (hereinafter referred to as "the Drainage Reserve Area"), the approximate location and alignment of which for indication purposes only is shown by a blue line on the plan annexed to the Land Grant (hereinafter referred to as "the Existing Stormwater Drain").
- (ii) Without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser 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 and use of the Existing Stormwater Drain and no objection or claim whatsoever shall be made or raised by the Purchaser in respect of or on account of the same.
- (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the presence and use of the Existing Stormwater Drain and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance whether arising directly or indirectly out of or in connection with the presence and use of the Existing Stormwater Drain.
- (b) (i) The Purchaser shall at his own expense make or cause to be made such proper search and enquiry as may be necessary to ascertain the exact position, alignment, levels and extent of the Existing Stormwater Drain and 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 report (hereinafter referred to as "the Report") containing such information and particulars as the Director may require on the exact position, alignment, levels and extent of the Existing Stormwater Drain.
- (ii) (I) The Purchaser hereby agrees that after the submission of the Report to the Director in accordance with sub-clause (b)(i) of this Special Condition, the Director may delineate the exact position, alignment, levels and extent of the Existing Stormwater Drain and adjust the location and alignment of the Drainage Reserve Area at his sole discretion (as to which the decision of the Director shall be final and binding on the Purchaser) upon the Director giving written notice to the Purchaser to that effect. The Drainage Reserve Area that has been adjusted by the Director in accordance with this sub-clause (b)(ii)(I) shall hereinafter be referred to as "the Adjusted Drainage Reserve Area".
- (II) The Adjusted Drainage Reserve Area shall replace and substitute the Drainage Reserve Area and the provisions in sub-clauses (c), (e) and (g)(iii) of this Special Condition shall be applicable to the Adjusted Drainage Reserve Area with the references to "the Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) being replaced and substituted by "the Adjusted Drainage Reserve Area".
- (iii) No building works (other than the Demolition Works and ground investigation) shall be commenced on the lot or any part thereof until the Report shall have been approved in writing by the Director.



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- (c) (i) No building, structure, support or foundation for any building or structure, or projection shall be erected, constructed or placed at, on, over, above, under, below or within the Drainage Reserve Area.
  - (ii) Notwithstanding sub-clause (c)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may in his absolute discretion impose including the payment of any administrative fee and premium as he may require, the Purchaser may erect, construct or place boundary wall, fence or other minor structure on the Drainage Reserve Area provided that if and when required by the Director, the Purchaser shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such boundary wall, fence or structure and reinstate the Drainage Reserve Area and if the Purchaser fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
  - (iii) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expense, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the boundary wall, fence or other minor structure which may be erected, constructed or placed on the Drainage Reserve Area.
  - (d) Throughout the term hereby agreed to be granted, the Government and the Director and his duly authorized officers, agents, contractors, his or their workmen and any persons authorized by the Director (hereinafter collectively referred to as "the relevant persons") with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot or any part thereof and any building or structure erected or to be erected thereon for the purposes of laying, inspecting, repairing, replacing and maintaining the Existing Stormwater Drain which the Director may require or authorize.
  - (e) No object or material of whatsoever nature (including the boundary wall, fence or other minor structure as may be approved by the Director under sub-clause (c)(ii) of this Special Condition) which may obstruct access or cause excessive surcharge to the Existing Stormwater Drain shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Existing Stormwater Drain, the Director shall be entitled by notice in writing to call upon the Purchaser, within such time limit as may be specified by the Director, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
  - (f) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the relevant persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise by the relevant persons of the right conferred under sub-clause (d) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or the relevant persons by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - (g) (i) Subject to the prior written approval of the Director who may give the approval on such terms and conditions as he may in his absolute discretion impose including the payment of any premium and administrative fee as he may require, the Purchaser may at his own expense and in all respects to the satisfaction of the Director carry out such works to divert the Existing Stormwater Drain or any part or parts thereof to such location or locations within or outside the lot and at such levels, with such materials and to such standard, specification and design as may be approved by the Director (hereinafter referred to as "the Diversion Works for the Existing Stormwater Drain"). The Existing Stormwater Drain that has been diverted by the Purchaser with the written approval of the Director together with any part or parts of the Existing Stormwater Drain not so diverted (if any) shall hereinafter be referred to as "the Diverted Stormwater Drain".
  - (ii) In the event that the Diverted Stormwater Drain is located wholly within or partly within and partly outside the lot, such portion or portions of the lot being within a distance of 3.0 metres measured from the external surfaces of the Diverted Stormwater Drain shall form a new drainage reserve area (which area as delineated and specified in a letter or letters from the Director to the Purchaser is hereinafter referred to as "the New Drainage Reserve Area") in substitution of the Drainage Reserve Area or the Adjusted Drainage Reserve Area in the event that the Drainage Reserve Area has been replaced and substituted in accordance with sub-clause (b)(i)(II) of this Special Condition and the provisions in sub-clauses (c), (d) and (e) and (g)(iii) of this Special Condition shall be applicable to the New Drainage Reserve Area and the Diverted Stormwater Drain with the references to:
    - (I) "the Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) of this Special Condition being replaced and substituted by "the New Drainage Reserve Area"; or
    - (II) "the Adjusted Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) of this Special Condition as replaced and substituted in accordance with sub-clause (b)(ii)(II) of this Special Condition being further replaced and substituted by "the New Drainage Reserve Area"; and
    - (III) "the Existing Stormwater Drain" under the said sub-clauses (d) and (e) of this Special Condition being replaced and substituted by "the Diverted Stormwater Drain"
  - (iii) In the event that the Diverted Stormwater Drain is located wholly outside the lot without any portion of the lot being within a distance of 3.0 metres measured from the external surfaces of the Diverted Stormwater Drain, the Drainage Reserve Area shall cease to exist.
- 38. Special Condition Nos.(44)(a), (b), (d) and (e) of the Land Grant stipulate that:**
- (a) The Purchaser 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 Drainage Services submit or cause to be submitted to the Director of Drainage Services for his written approval a drainage impact assessment (hereinafter referred to as "the DIA") containing, among others, such information and particulars as the Director of Drainage Services may require including but not limited to all adverse drainage impacts as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.
  - (b) The Purchaser shall at his own expense and within such time limit as may be stipulated by the Director of Drainage Services carry out and implement the recommendations in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services.

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- (d) No building works (other than the Demolition Works and ground investigation) shall be commenced on the lot or any part thereof until the DIA shall have been approved in writing by the Director of Drainage Services.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the DIA as approved by the Director of Drainage Services in all respects to the satisfaction of the Director of Drainage Services. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage or loss.

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

- (a) The Purchaser 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 "the NIA") on the development of the lot containing, among others, such information and particulars 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 Purchaser shall at his own expense and within such time limit 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 (other than the Demolition Works, the Diversion Works for the Existing Utilities, the Diversion Works for the Existing Stormwater Drain, site formation works and ground investigation) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.
- (d) The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage or loss.

#### 40. Special Condition No.(46) of the Land Grant stipulates that:

In the event that 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 Purchaser 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 Purchaser 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 for noise barrier and the Purchaser 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 Purchaser, his contractors, workmen or any other persons authorized by the Purchaser 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 Purchaser 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 Purchaser 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, presence, inspection, repair, maintenance, cleaning, renewing, replacement, alteration, 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 Purchaser a written notice requiring the Purchaser 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 Purchaser 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 Purchaser's obligations under this Special Condition, the Director may carry out the necessary works and the Purchaser shall pay to the Director on demand the cost of such works;
- (k) the Purchaser shall, throughout the term hereby agreed to be granted, at all times permit 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 and any building or buildings erected or to be erected thereon 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;



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- (l) neither the Government nor the Director shall have any responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser'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 Purchaser 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 Purchaser shall indemnify and keep indemnified the Government, the Director and his officers, contractors, agents and workmen and any persons authorized by the Director under sub-clause (k) of this Special Condition from and against all liabilities, losses, damages, claims, costs, expenses, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the erection, construction, presence, inspection, repair, maintenance, cleaning, renewing, replacement, alteration, use, demolition or removal of the Noise Barrier or in connection with the works under sub-clause (j) of this Special Condition.

#### 41. Special Condition No.(47) of the Land Grant stipulates that:

- (a) The Purchaser 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 Planning submit or cause to be submitted to the Director of Planning for his written approval an air ventilation assessment (hereinafter referred to as "the AVA") containing, among others, such information and particulars as the Director of Planning may require including but not limited to all potential impacts on pedestrian wind environment as may arise from the development of the lot and proposals for air ventilation, design, improvement measures, mitigation measures and other measures and works.
- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Planning carry out and implement the proposals in the AVA as approved by the Director of Planning in all respects to the satisfaction of the Director of Planning.
- (c) No building works (other than the Demolition Works, the Diversion Works for the Existing Utilities and ground investigation) shall be commenced on the lot or any part thereof until the AVA shall have been approved in writing by the Director of Planning.
- (d) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the proposals in the AVA as approved by the Director of Planning in all respects to the satisfaction of the Director of Planning. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of such cost, damage, or loss.

#### 42. Special Condition Nos.(48)(a), (b), (d) and (e) of the Land Grant stipulate that:

- (a) The Purchaser 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 submit or cause to be submitted to the Director of Environmental Protection for his written approval a sewerage impact assessment (hereinafter

referred to as "the SIA") containing, among others, such information and particulars as the Director of Environmental Protection may require including but not limited to all adverse sewerage impacts as may arise from the development of the lot, the sewage flowing from all other planned and committed development in the same catchment, and recommendations for mitigation measures, improvement works and other measures and works.

- (b) The Purchaser shall at his own expense and within such time limit as shall be stipulated by the Director of Environmental Protection carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection.
- (d) No building works (other than the Demolition Works, the Diversion Works for the Existing Utilities, the Diversion Works for the Existing Stormwater Drain and ground investigation) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the Director of Environmental Protection.
- (e) For the avoidance of doubt and without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to carry out and implement the recommendations in the SIA as approved by the Director of Environmental Protection in all respects to the satisfaction of the Director of Environmental Protection. The Government and its officers shall have no responsibility, obligation or liability whatsoever to the Purchaser for any cost, damage or loss caused to or suffered by the Purchaser whether arising out of or incidental to the fulfilment of the Purchaser's obligations under this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or its officers by the Purchaser in respect of any such cost, damage, or loss.

#### 43. Special Condition No.(49) of the Land Grant stipulates that:

- (a) The Purchaser hereby acknowledges that the lot may be affected by landslide and boulder fall hazards arising from areas within the lot and the area outside the lot shown coloured green cross-hatched black on the plan annexed to the Land Grant (hereinafter referred to as "the Green Cross-hatched Black Area") due to the nature of the natural terrain.
- (b)
  - (i) The Purchaser shall on or before the 30th day of September 2017 or such other date as may be approved by the Director at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as "the Geotechnical Investigation") within the lot and the Green Cross-hatched Black Area for the purpose of studying the natural terrain landslide hazards.
  - (ii) The findings of the Geotechnical Investigation shall include a mitigation proposal to be approved by the Director for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, access provisions for the subsequent maintenance of the completed mitigation and stabilisation works (such access provisions are hereinafter referred to as "Maintenance Access"), to be constructed within the lot and on the Green Cross-hatched Black Area so as to protect any building or buildings erected or to be erected on the lot and residents or occupiers therein and their bona fide guests, visitors or invitees from landslide and boulder fall hazards arising from the lot and the Green Cross-hatched Black Area.
  - (iii) Any Maintenance Access proposed outside the lot or on the Green Cross-hatched Black Area shall be subject to the prior written approval of the Director and if approved, shall become part of the mitigation proposal as approved or required by the Director in his absolute discretion

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(hereinafter referred to as “the Approved Mitigation Proposal”) and even then the Director has the absolute discretion by notice in writing to require the Purchaser at his own expense to relocate or remove any Maintenance Access outside the lot and on the Green Cross-hatched Black Area at any time during the term hereby agreed to be granted.

- (iv) No ground investigation, mitigation and stabilisation works and associated works, and works for constructing the Maintenance Access shall be carried out on the Green Cross-hatched Black Area or on any Government land without the prior written approval of the Director.
- (c) The Purchaser shall, at his own expense on or before the 30th day of September 2022 or such other date as may be approved by the Director, carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works and the Maintenance Access in accordance with the Approved Mitigation Proposal (such mitigation and stabilisation works and associated works, and the Maintenance Access within the lot are hereinafter collectively referred to as “Inside Works” and such mitigation and stabilisation works and associated works, and the Maintenance Access on the Green Cross-hatched Black Area or any Government land are hereinafter collectively referred to as “Outside Works”).
- (d) The Purchaser hereby acknowledges and agrees that no Outside Works shall be carried out unless the Purchaser shall have demonstrated in all respects to the satisfaction of the Director that those works are strictly necessary and unavoidable for technical reasons including but not limited to geotechnical and safety grounds. The Director may, at his sole discretion, approve such works subject to such terms and conditions as he sees fit.
- (e) The Purchaser hereby acknowledges and agrees that Geotechnical Investigation and the Outside Works so carried out are one-off and no part of any building erected on the lot or any area within the lot affected by landslide and boulder fall hazards shall be occupied or used before completion of such works in all respects to the satisfaction of the Director.
- (f)
  - (i) The Purchaser shall, at all times during the term hereby agreed to be granted, maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and condition in all respects to the satisfaction of the Director so as to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions.
  - (ii) The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (g) of this Special Condition.
  - (iii) In addition to any rights or remedies the Government may have against the Purchaser for breach of the Purchaser’s obligations to maintain the Inside Works and the Outside Works, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out such maintenance works within a period as the Director shall in his absolute discretion deem fit. If the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Purchaser shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (g) The Purchaser shall at his own expense register at the Land Registry against the lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the lot and the Government land on which the Purchaser may require or be required to carry out the maintenance works, including the areas of the lot and the Government land where the Purchaser may require or be required by the Director to carry out

clearance of landslide debris or boulders under sub-clause (f) of this Special Condition and the Maintenance Access (which plan is hereinafter referred to as “the Natural Terrain Hazard Mitigation and Stabilization Works Plan”).

- (h) The Geotechnical Investigation, the Inside Works and the Outside Works shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant legislation.
- (i) For the purpose only of carrying out the Geotechnical Investigation, the carrying out and completing, inspecting and maintaining the Inside Works and the Outside Works, the Purchaser shall have the right of ingress and egress to and from any Government land inside the Green Cross-hatched Black Area and any Government land with the Outside Works erected or to be erected thereon where he may require or be required to carry out maintenance works, including clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works subject to such terms and conditions as may be imposed by the Director at his sole discretion.
- (j) In the event that as a result of or arising out of carrying out the Geotechnical Investigation or as a result of or arising out of carrying out, inspecting and maintaining the Inside Works or the Outside Works, any damage is done to the Green Cross-hatched Black Area, any other Government land or any land outside the lot, the Purchaser shall make good such damage at his own expense within such time limit as shall be stipulated by the Director and in all respects to the satisfaction of the Director.
- (k) The Purchaser shall 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 any works being carried out or having been carried out by the Purchaser pursuant to this Special Condition or any omission, neglect or default by the Purchaser in carrying out the Geotechnical Investigation or in the design, construction and maintenance of the Inside Works or the Outside Works including but not limited to any damage to or loss of properties, loss of life and personal injuries.

**44. The Notification Letter further stipulates that upon completion of the Outside Works (as defined under Special Condition No.(49)(c) of the Land Grant) in accordance with Special Condition No.(49)(c) of the Land Grant, the Purchaser shall have no obligation to maintain the Outside Works within the portion of the Green Cross-hatched Black Area (as defined in Special Condition No.(49)(a) of the Land Grant) as shown coloured green stippled black on the plan attached to the Notification Letter (“the Area”) under Special Condition No.(49)(f) of the Land Grant and the Purchaser’s right of ingress and egress to and from the Area under Special Condition No.(49)(i) of the Land Grant shall cease.**

**45. Special Condition No.(52) 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.

**Notes:**

1. The plan annexed to the Land Grant and the plan annexed to the Notification Letter are reproduced under the “Information on Public Facilities and Public Open Spaces” section.
2. For full details, please refer to the Land Grant and the Notification Letter. Full script of the Land Grant and the Notification Letter are available for free inspection upon request at the sales office during opening hours and copies of the Land Grant and the Notification Letter can be obtained upon paying necessary photocopying charges.