FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

G/F Floor Plan
地下平面圖



SCALE 比例尺: 0 20M(米) 40M(米)

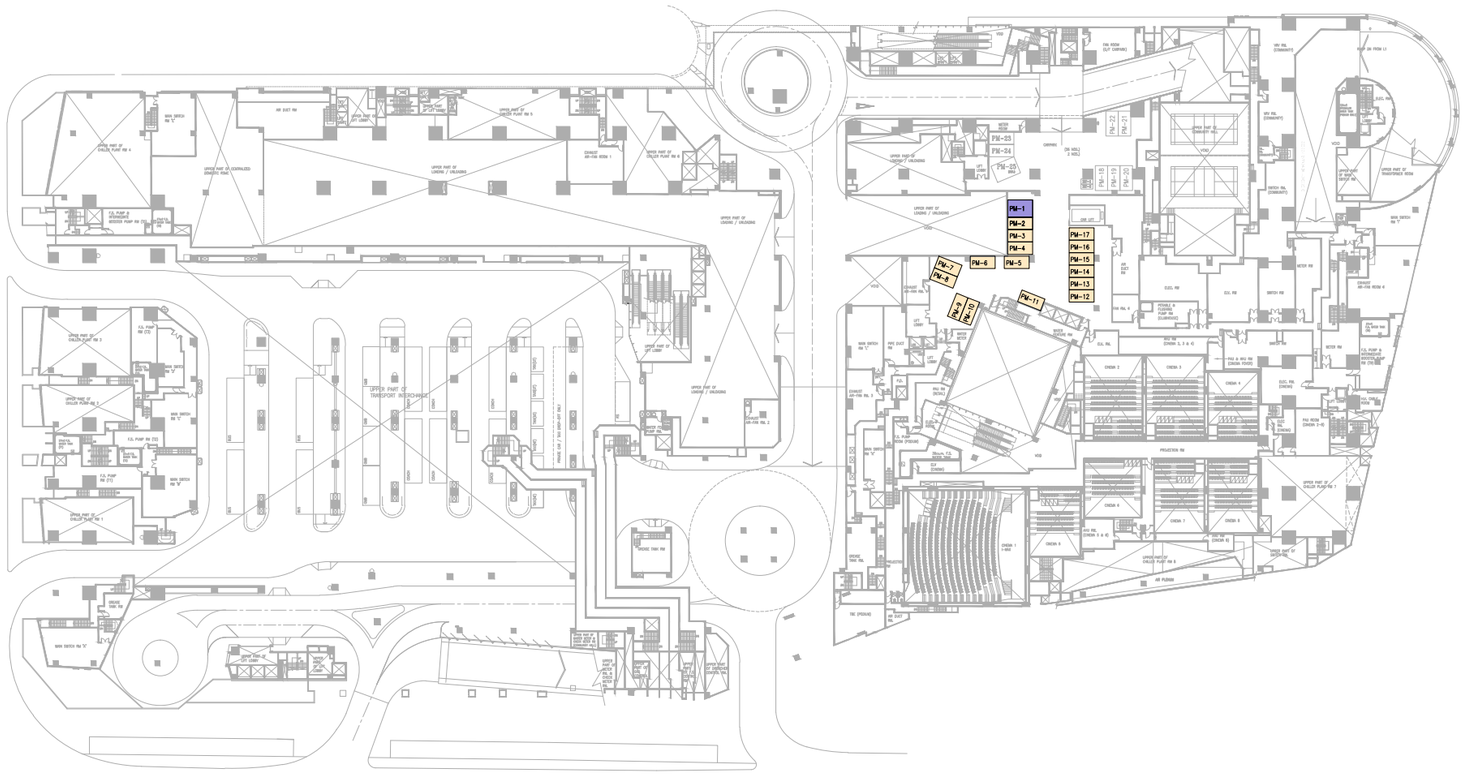
LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES: 停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸（長 x 闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Commercial Car Parking Space 商戶停車位	G/F 地下	18	5 x 2.5	12.5
Commercial Disabled Car Parking Space 商戶（傷殘人士）停車位		1	5 x 3.5	17.5
Community Hall Car Parking Space 社區會堂停車位		1	5 x 2.5	12.5
Community Hall Disabled Car Parking Space 社區會堂（傷殘人士）停車位		1	5 x 3.5	17.5
Commercial Light Goods Vehicle Loading and Unloading Space 商戶輕型貨車上落貨車位		9	7 x 3.5	24.5
Residential Care Home Elderly Light Goods Vehicle Parking Space 安老院舍輕型貨車停車位		2	7.6 x 3.5	26.6
Commercial Heavy Goods Vehicle Loading and Unloading Space 商戶重型貨車上落貨車位		14	11 x 3.5	38.5
Community Hall Heavy Goods Vehicle Loading and Unloading Space 社區會堂重型貨車上落貨車位		2	11 x 3.5	38.5
Residential Care Home Elderly Heavy Goods Vehicle Loading and Unloading Space 安老院舍重型貨車上落貨車位		2	11 x 3.5	38.5
Refuse Collection Vehicle Parking Space 垃圾車車位		1	12 x 5	60

Note: The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.
備註：圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

Mezzanine Floor Plan
閣樓平面圖

N



SCALE 比例尺:
0 20M(米) 40M(米)

LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES: 停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸（長 x 闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Commercial Car Parking Space 商戶停車位	M/F 閣樓	16	5 x 2.5	12.5
Commercial Disabled Car Parking Space 商戶(傷殘人士)停車位		1	5 x 3.5	17.5

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

Level 1 Floor Plan
1樓平面圖



Part plan of Motorcycle Parking Spaces
電單車停車位部分平面圖

SCALE 比例尺: 0 10M(米) 20M(米)

SCALE 比例尺: 0 20M(米) 40M(米)

LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES: 停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸（長 x 闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Commercial Car Parking Space 商戶停車位	L1/F 1樓	47	5 x 2.5	12.5
Commercial Disabled Car Parking Space 商戶（傷殘人士）停車位		1	5 x 3.5	17.5
Commercial Motorcycle Parking Space 商戶電單車停車位		29	2.4 x 1	2.4
Commercial Light Goods Vehicle Loading and Unloading Space 商戶輕型貨車上落貨車位		17	7 x 3.5	24.5

Level 2 Floor Plan
2樓平面圖



SCALE 比例尺: 0 20M(米) 40M(米)

LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES: 停車位位置、數目、尺寸及面積表：

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸（長 x 闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Commercial Car Parking Space 商戶停車位	L2/F 2樓	80	5 x 2.5	12.5
Commercial Disabled Car Parking Space 商戶（傷殘人士）停車位		2	5 x 3.5	17.5

AN4

FLOOR PLANS OF PARKING SPACES IN THE PHASE
期數中的停車位的樓面平面圖

Level 3 Floor Plan
3樓平面圖



Part plan of Motorcycle Parking Spaces
電單車停車位部分平面圖

SCALE 比例尺:
0 10M(米) 20M(米)

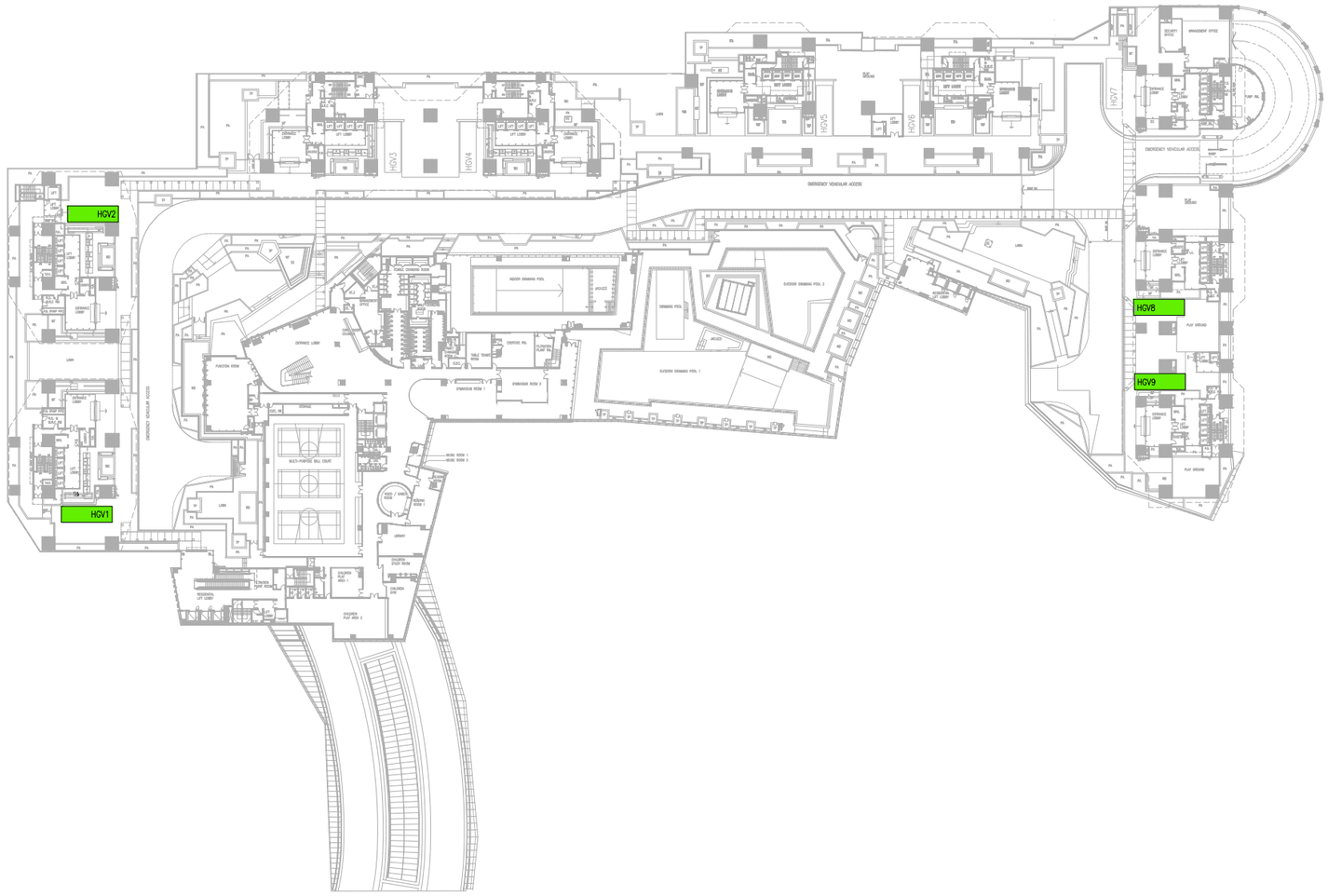
LOCATION, NUMBER, DIMENSIONS AND AREA OF PARKING SPACES: 停車位位置、數目、尺寸及面積表：

SCALE 比例尺:
0 20M(米) 40M(米)

Type of Parking Space 停車位類別	Location 位置	Number 數目	Dimensions (L x W) (m.) 尺寸（長 x 闊）（米）	Area of Each Parking Space (sq.m.) 每個停車位面積（平方米）
Residential Car Parking Space 住戶停車位	L3/F 3樓	151	5 x 2.5	12.5
Residential Disabled Car Parking Space 住戶（傷殘人士）停車位		2	5 x 3.5	17.5
Residential Visitors' Car Parking Space 住戶訪客停車位		19	5 x 2.5	12.5
Residential Disabled Visitors' Car Parking Space 住戶訪客（傷殘人士）停車位		1	5 x 3.5	17.5
Residential Motorcycle Parking Space 住戶電單車停車位		16	2.4 x 1	2.4
Commercial Car Parking Space 商戶停車位		118	5 x 2.5	12.5
Commercial Disabled Car Parking Space 商戶（傷殘人士）停車位		1	5 x 3.5	17.5

5/F Floor Plan
5樓平面圖

N


HGV1
HGV2
HGV3
HGV4
HGV5
HGV6
HGV7
HGV8
HGV9
EMERGENCY VEHICULAR ACCESS
MANAGEMENT OFFICE
SECURITY OFFICE
OUTDOOR SWIMMING POOL 1
OUTDOOR SWIMMING POOL 2
INDOOR SWIMMING POOL
MULTI-PURPOSE HALL COURT
PLAY GROUND
ENTRANCE LOBBY
FUNCTION ROOM
GYMNASIUM ROOM 1
GYMNASIUM ROOM 2
MUSIC ROOM 1
MUSIC ROOM 2
LIBRARY
LIFT LOBBY
LIFT UNDER
LIFT OVER
LIFT PIT
LIFT MACHINE ROOM
LIFT OVERRUN
LIFT SHAFT
LIFT CAR
LIFT CAR DOOR
LIFT LANDING DOOR
LIFT LANDING DOOR SILL
LIFT CAR SILL
LIFT CAR DOOR SILL
LIFT CAR DOOR OPENING
LIFT CAR DOOR OPENING WIDTH
LIFT CAR DOOR OPENING HEIGHT

SUMMARY OF THE PRELIMINARY AGREEMENT FOR SALE AND PURCHASE
臨時買賣合約的摘要

1. A preliminary deposit of 5% is payable on the signing of the preliminary agreement for sale and purchase (the "preliminary agreement");
2. The preliminary deposit paid by the purchaser on the signing of the preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders;
3. If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into the preliminary agreement —
   (i) the preliminary agreement is terminated;
   (ii) the preliminary deposit is forfeited; and
   (iii) the owner does not have any further claim against the purchaser for the failure.

1. 在簽署臨時買賣合約(該"臨時合約")時須支付款額為5%的臨時訂金；
2. 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有；
3. 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
   (i) 該臨時合約即告終止；
   (ii) 有關的臨時訂金即予沒收；及
   (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。

SUMMARY OF DEED OF MUTUAL COVENANT
公契的摘要

A. Common Parts of the Phase

According to the executed Deed of Mutual Covenant incorporating Management Agreement ("DMC"):-

1. "Common Areas" means collectively the Carpark Common Areas, the Commercial Common Areas, the Residential Common Areas and the Development Common Areas and all those parts of the Development designated as common areas in any Sub-Deed of Mutual Covenant to be entered into between the Vendor with other co-owners of the Development after the DMC setting forth the rights and obligations of the Owners of any part or parts of the Development ("Sub-Deed").

2. "Common Facilities" means collectively the Carpark Common Facilities, the Commercial Common Facilities, the Residential Common Facilities and the Development Common Facilities and such of the facilities of the Development designated as common facilities in any Sub-Deed.

3. "Carpark Common Areas" means and includes the whole of the Carpark except all the Parking Spaces and which, for the purposes of identification only, are shown on the Ground Floor Plan, Mezzanine Floor Plan, Level 1 Floor Plan, Level 2 Floor Plan and Level 3 Floor Plan (certified as to their accuracy by or on behalf of an Authorized Person) annexed to the DMC and coloured green which include (but not limited to) such parts of the Carpark serving the Visitors' Parking Spaces as well as the Parking Spaces and also include such other areas of and in the Development as are now or may from time to time be designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V of the DMC or by the Vendor as Carpark Common Areas in accordance with the provisions of Clause 9(a)(vii) of Section I of the DMC or any Sub-Deed but shall exclude the Commercial Common Areas, the Development Common Areas and the Residential Common Areas PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Carpark Common Areas.

4. "Carpark Common Facilities" means and includes Pipes, drains, EV charger facilities, wires, cables, trenches, air-ducts and lighting in the Carpark, fire fighting installation and equipment, and any other apparatus, devices, systems and facilities installed for the exclusive use and benefit of the Parking Spaces and/or the Visitors' Parking Spaces but shall not include the Commercial Common Facilities, the Development Common Facilities and the Residential Common Facilities.

5. "Commercial Common Areas" means and includes those areas as shown and coloured brown on the plans certified as to their accuracy by or on behalf of the Authorized Person and annexed to the DMC which include the Unbuilt Airspace (save and except the airspace immediately above the vehicular way on Level 3 of the Bridge extending to the height of 2.9 metres above the vehicular way) and the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(ii) and (iii) of the New Grant No.20873 ("Land Grant") and any other area as may be designated by the Vendor in accordance with Clause (9)(a)(vii) of Section I of the DMC, but not further or otherwise, as Commercial Common Areas but shall not include the Carpark Common Areas, the Residential Common Areas and the Development Common Areas.

6. "Commercial Common Facilities" means and includes the facilities serving the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(ii) and (iii) of the Land Grant and shall include such other facilities serving the Commercial Accommodation as may be designated by the Vendor as Commercial Common Areas in any Sub-Deed but excluding the Carpark Common Facilities, the Residential Common Facilities and the Development Common Facilities.

7. "Residential Common Areas" means and includes those areas as shown and coloured yellow and yellow hatched black on the plans certified as to their accuracy by or on behalf of the Authorized Person and annexed to the DMC which include [the Club House, logistic rooms, mailboxes, the covered landscape areas and covered play areas and covered walkways on 5th Floor, planters, voids, intermediate booster and fire services pump rooms, flushing and potable sump pump rooms, telecommunications and broadcasting rooms, potable and flushing water up-feed pump rooms, pump rooms, switch room, lift lobbies, the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(i) of the New Grant, staircases, air-handling unit rooms, air-conditioning chiller plant room, swimming pool heat pump room, covered landscape, store rooms, water feature structure, pipe rooms, refuge floor, lift machine rooms, lift platforms, drencher pump rooms, pipe duct rooms, air-conditioning platforms, the external walls (including, for the avoidance of doubt, non-structural prefabricated external walls) and canopies of the Residential Accommodation, roofs, immediate roofs, top roofs, acoustic fins, architectural fins and flat roofs of the Residential Accommodation (other than those held or intended to be held with a Flat), Visitors' Parking Spaces] and any other area serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the Flats, and any area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V of the DMC or by the Vendor in accordance with Clause (9)(a)(vii) of Section I of the DMC, but not further or otherwise, to be Residential Common Areas, PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Residential Common Areas but shall not include the Carpark Common Areas, the Commercial Common Areas and the Development Common Areas.

8. "Residential Common Facilities" means and includes the facilities serving the Residential Accommodation and not intended to be exclusively used by any one of the Owners of the Flats including (but not limited to):-

   [(a) the sewers, drains, water courses, pipes, gutters, wires, cables, water tanks and other services facilities whether ducted or otherwise which are or at any time may be in, under or over or passing through the Development through which water, sewage, gas, electricity and any other services are supplied to the Residential Accommodation or any part or parts thereof;

   (b) all the facilities in the refuge floors, pump rooms, Club House, lift and lift machine rooms, lift pits and flushing water tank room in the Residential Accommodation;

   (c) all facilities serving only the Visitors' Parking Spaces;

   (d) the close circuit television system serving the Residential Accommodation; and]

   (e) all other facilities and systems designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V of the DMC, but not further or otherwise to be Residential Common Facilities.

   but excluding the Carpark Common Facilities, the Commercial Common Facilities and the Development Common Facilities.

9. "Development Common Areas" means and includes those areas as shown and coloured indigo on the plans certified as to their accuracy by or on behalf of the Authorized Person and annexed to the DMC which include [the emergency vehicles access, the run-in and run-out, fan rooms, lift lobbies, intermediate booster and fire services pump room, loading area, telecommunications and broadcasting rooms, transformer rooms, main switch rooms, such part of the Bridge that are not within the Commercial Accommodation, such part of the Unbuilt Airspace being the airspace immediately above the vehicular way on Level 3 of the Bridge extending to the height of 2.9 metres above the said vehicular way, lay-bys, switch room, security guard room, caretaker quarter, staff management office, caretaker office, gas room, pump room,

planters, ambulance waiting space, driveways, fire services control room, high voltage cable chamber, cable duct room, pipe duct room, cable raiser duct rooms, emergency genset room, refuse storage and material recovery chamber, staircases and flat roofs which flat roofs do not form part of the Government Accommodation, the Residential Accommodation, the Commercial Accommodation or the Carpark and which have not been assigned to any individual Owner, TV broadcasting repeater station, areas for local terrestrial television, areas for the installation or use of telecommunications network facilities, any service lane and any other space or external wall, curtain wall, canopies] intended for the common use and enjoyment of the Owners or residents or occupiers for the time being of the Development and any other area designated by the Manager in accordance with Clause (1)(aj) of Subsection B of Section V of the DMC or by the Vendor in accordance with Clause (9)(a)(vii) of Section I of the DMC, but not further or otherwise, to be the Development Common Areas, PROVIDED THAT, where appropriate, if (a) any parts of the Development covered by paragraph (a) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344) and/or (b) any parts specified in the Schedule 1 to the Building Management Ordinance (Cap.344) and included under paragraph (b) of the definition of "common parts" set out in Section 2 of the Building Management Ordinance (Cap.344), shall also be covered by the provisions hereinbefore provided, such parts shall be deemed to have been included as, and shall form part of, the Development Common Areas but shall not include the Carpark Common Areas, the Commercial Common Areas and the Residential Common Areas.

10. "Development Common Facilities" means and includes the facilities and systems for the common use and enjoyment of the Owners or residents or both for the time being of the Development and not being part of the Commercial Common Facilities, Residential Common Facilities or Carpark Common Facilities and shall include (but not limited to) lighting along or in the Development Common Areas.

B. Number of Undivided Shares assigned to each residential property in the Phase

Flats in Residential Towers 1, 2, 9 & 10

Tower 1

Undivided Shares for each Flat / Floor \ Flat	A	B	C	D	E	F	G	H
6/F	903	912	1170	919	921	924	921	906
7/F-13/F, 15/F-22/F, 25/F-33/F & 35/F-40/F	903	912	1084	906	911	924	921	906
41/F-42/F	903	912	1084	894	911	924	921	906
43/F	2013	1869	1959	2008	-	-	-	-

Tower 2

Undivided Shares for each Flat / Floor \ Flat	A	B	C	D	E	F	G	H
6/F	904	1115	1166	921	919	1168	975	907
7/F-13/F, 15/F-22/F, 25/F-33/F, 35/F-43/F & 45/F	889	1079	1088	908	906	1082	906	895
46/F-47/F	889	1079	1088	908	895	1082	906	895
48/F	1935	2022	1869	1892	-	-	-	-

Tower 9

Undivided Shares for each Flat / Floor \ Flat	A	B	C	D	E	F	G
6/F	1391	1058	922	922	1058	1434	990
7/F-13/F, 15/F-22/F, 25/F-33/F & 35/F-42/F	1381	1038	904	904	1038	1425	975
43/F & 45/F-48/F	1381	1038	892	904	1038	1425	975
49/F	1779	1038	892	904	1038	1820	-
50/F	3213	1038	892	904	1038	3346	-
51/F	-	1962	1968	-	-	-	-

Tower 10

Undivided Shares for each Flat / Floor \ Flat	A	B	C	D	E	F	G
6/F	981	1391	1286	917	922	1058	1261
7/F-13/F & 15/F-21/F	969	1385	1286	904	904	1038	1251
22/F	969	1385	1286	904	904	1038	1248
25/F-33/F & 35/F-42/F	964	1390	1286	904	904	1038	1251
43/F & 45/F-48/F	964	1390	1286	904	892	1038	1251
49/F	1908	1287	904	892	1038	1734	-
50/F	3387	1288	904	892	1038	3095	-
51/F	-	2231	1962	-	-	-	-

Note: (i) There is no Tower 4 in the Development.
(ii) There are no 14/F, 24/F, 34/F & 44/F in Towers 1, 2, 9 and 10.
(iii) 23/F is refuge floor in Towers 1, 2, 9 and 10.

C. Term of years for which the Manager of the Development is appointed

Kai Shing Management Services Limited shall be appointed as the Manager of the Development (except the Government Accommodation (as defined in the DMC)) initially for the term of two years from the date of the DMC and thereafter the Manager shall continue to manage the Development until its appointment is terminated either by the Owners' Committee prior to the Owners' Incorporation being formed, upon a resolution passed by the Owners who in the aggregate have vested in them not less than 50% of the total number of Undivided Shares of and in The Remaining Portion of Yuen Long Town Lot No.507 and the Development (excluding those allocated to the Common Areas), giving three months prior written notice of termination to the Manager or by the Manager giving three months prior written notice of resignation to the Owners' Committee (or where there is no Owners' Committee, by serving such notice on each of the Owners (by delivering it personally to the Owner, by sending it by post to the Owner at his last known address or by leaving it at the Owner's Unit or depositing it in the letter box for that Unit) and by displaying such a notice in a prominent place in the Development).

D. Basis on which the Management Expenses are shared among the owners of the residential properties in the Development

Each Owner of a Flat shall contribute towards the Management Expenses (which shall be the costs, charges and expenses necessarily and reasonably incurred in the management of the Development, and shall be based on the budget prepared by the Manager) of the Development in such manner, amount and proportion as provided in the DMC by reference to the Management Shares allocated to his Flat. In general:

(a) the Owners shall contribute towards the amount assessed under Part A of the annual budget of Management Expenses (i.e. relating generally to the Development Common Areas and the Development Common Facilities) by reference to the Management Shares allocated to their Flats;

(b) the Owners shall further contribute towards the amount assessed under Part C of the annual budget of Management Expenses (i.e. relating generally to the Residential Common Areas and the Residential Common Facilities) by reference to the Management Shares allocated to their Flats;

(c) the Owners shall further contribute towards the amount assessed under Part D of the annual budget of Management Expenses (i.e. relating generally to the Carpark Common Areas and the Carpark Common Facilities) by reference to the Management Shares allocated to their Flats.

The number of Management Shares allocated to a residential property under the DMC is the same as the number of Undivided Shares allocated to that Residential property under the DMC.

E. Basis on which the Management Fee Deposit is fixed

The management fee deposit payable in respect of each Unit shall be a sum equivalent to three times of his monthly contribution to the first year's budgeted Management Expenses.

F. Area in the Phase retained by the vendor for the vendor's own use

Nil

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

A. 期數的公用部份

根據已簽立之大廈公契含管理協議(“公契”): -

1. 「公用地方」統指停車場公用地方、商業公用地方、住宅公用地方及發展項目公用地方及任何公契之後由賣方與其他發展項目的共同業主簽訂訂明發展項目任何部份權益和責任的附屬公契(“附屬公契”)中指定為公用地方的所有發展項目部份。

2. 「公用設施」統指停車場公用設施、商業公用設施、住宅公用設施及發展項目公用設施及任何附屬公契中指定為公用設施的發展項目之設施。

3. 「停車場公用地方」指及包括整個停車場除了其中的停車位，該些地方在公契所附的地下圖則、閣樓圖則、一樓圖則、二樓圖則及三樓圖則(經認可人士或其代表核實其準確性)中以綠色標明以作識別及包括(但不限於)停車場用作服務訪客停車位及停車位的部份及包括管理人現時或不時按公契第V部份B分部第(1)(aj)條或賣方現時或不時按公契第I部份第9(a)(vii)條或任何附屬公契指定作停車場公用地方的發展項目其他地方，但不包括商業公用地方、發展項目公用地方及住宅公用地方，但是如適用的話，若(a)建築物管理條例(第344章)第2條列明的「公用部份」定義的第(a)段涵蓋發展項目的任何部份及/或(b)建築物管理條例(第344章)附表1指定並納入建築物管理條例(第344章)第2條的「公用部份」定義的第(b)段的任何部份亦被上述規定的條文涵蓋，則該等部份應視為已被納入並構成停車場公用地方。

4. 「停車場公用設施」指及包括專門供予停車位及/或訪客停車位使用與享用的停車場內管道、排水渠、電動汽車充電設施、電線、電纜、溝渠、排氣槽及照明、消防裝置及設備，及任何其他設備、器具、系統及設施，但不包括商業公用設施、發展項目公用設施及住宅公用設施。

5. 「商業公用地方」指及包括該些附於公契經認可人士或其代表核實其準確性的圖則中顯示並以棕色標明地方包括按新批地文件第20873號(「批地文件」)特別條款第(55)(a)(ii)及(iii)條之未建空域(天橋之三樓車道對上空間至該車道以上2.9米高度除外)及上落位及其他賣方按公契第I部份第9(a)(vii)條指定為商業公用地方的其他地方，但僅以似為限，但不包括停車場公用地方、住宅公用地方及發展項目公用地方。

6. 「商業公用設施」指及包括按批地文件特別條款第(55)(a)(ii)及(iii)條提供服務上落位使用的設施及包括賣方於任何附屬公契訂為商業公用地方服務商業地方之設施但不包括停車場公用設施、住宅公用設施及發展項目公用設施。

7. 「住宅公用地方」指及包括在公契所附並經認可人士或其代表核實其準確性的圖則中顯示並用黃色及黃色間黑斜線標明的該等區域，包括[會所、物流室、郵箱、設於5樓之有蓋園藝區及有蓋遊玩區及有蓋通道、花槽、中空、中間增壓器和消防水泵房、沖廁及飲用水水池泵房、電訊及廣播室、飲用及沖廁水入水泵房、泵房、掣房、升降機大堂、按批地文件特別條款第(55)(a)(i)條提供之上落位、樓梯、空氣處理機房、空調製冷設備室、游泳池熱泵機房、有蓋園藝區、儲物室、水飾結構、管道房、隔火層、升降機機房、升降機平台、水簾泵房、管道管房、空調平台、外牆(為免生疑問，包括非結構預製外牆)和住宅地方簷蓬、天台、緊鄰的天台、頂部天台、隔音鰭、建築鰭片和住宅地方平台(個別單位持有或擬屬個別住宅單位持有除外)，訪客停車位]及任何其他服務住宅地方而並非擬予任何個別住宅單位業主專用的地方和管理人按公契第V部B分部第(1)(aj)條指定或賣方按公契第I部第(9)(a)(vii)條指定為住宅公用地方的地方，而並非其他，但是如適用的話，若(a)建築物管理條例(第344章)第2條列明的「公用部分」定義的第(a)段涵蓋發展項目的任何部分及/或(b)建築物管理條例(第344章)附表1指定並納入建築物管理條例(第344章)第2條的「公用部分」定義的第(b)段的任何部分亦被上述規定的條文涵蓋，則該等部分應視為已被納入並構成住宅公用地方但不包括停車場公用地方、商業公用地方及發展項目公用地方。

8. 「住宅公用設施」指及包括服務住宅地方及不擬供任何個別住宅單位業主專享的設施(但不限於):–

   [(a) 於任何時間在發展項目之中，之下或之上或經過的下水道、排水溝、水道、水管、排水槽、電線、電纜、水箱及其他服務設施不論有否管道以供應水、污水、氣體、電力和其它服務予住宅地方或其任何部份；

   (b) 所有在住宅地方的隔火層、泵房、會所、升降機及升降機機房、升降機槽及沖廁水箱的所有設施；

   (c) 所有僅供訪客停車位使用的設施；

   (d) 供住宅地方使用的閉路電視系統；及]

   (e) 由管理人根據公契第V部份B分部第(1)(aj)條指明為住宅公用設施的所有其他設施及系統但無進一步或其他。

   但不包括停車場公用設施，商業公用設施和發展項目的公用設施。

9. 「發展項目公用地方」指及包括在公契所附並經認可人士或其代表核實其準確性的圖則中顯示並用靛藍色標明的該等區域，包括擬供發展項目當時的業主或住戶或佔用人共同使用與享用的[緊急車輛通道、入口與出口、風扇房、升降機大堂、中間增壓器和消防水泵房、上貨區、電訊及廣播室、變壓器房、主掣房、非商業地方內之天橋部份、未建空間之部份即天橋之三樓車道對上空間至該車道以上2.9米高度、路旁停車處、掣房、保安員室、管理員宿舍、管理處職員辦事處、管理員辦事處、氣體室、泵房、花槽、救護車等候處、車道、消防服務控制室、高壓電纜房、電纜管道房、管道房、電纜豎管房、緊急發電機組房、垃圾存放及物料回收處、樓梯及並不構成政府地方的平台、住宅地方、商業地方或不曾轉讓予任何個別業主的停車場之部份、電視廣播中繼站、當地地面電視所用地方、安裝或使用電訊網絡設施的地方、任何服務通道、任何其他地方或外牆、幕牆、簷蓬]和管理人按公契第V部B分部第(1)(aj)條指定或賣方按公契第I部第(9)(a)(vii)條指定為發展項目公用地方的其他地方，而並非其他，但是如適用的話，若(a)建築物管理條例(第344章)第2條列明的「公用部分」定義的第(a)段涵蓋發展項目的任何部分及/或(b)建築物管理條例(第344章)附表1指定並納入建築物管理條例(第344章)第2條的「公用部分」定義的第(b)段的任何部分亦被上述規定的條文涵蓋，則該等部分應視為已被納入並構成發展項目公用地方但不包括停車場公用地方、商業公用地方及住宅公用地方。

10. 「發展項目公用設施」指及包括供發展項目當時的業主或住戶或該兩類人士共同使用與享用的設施及系統，而非商業公用設施、住宅公用設施或停車場公用設施之部份包括(但不限於)沿發展項目公用地方或其內的照明。

B. 分配予期數中的每個住宅物業的不分割份數的數目

住宅大樓第1、2、9及10座住宅單位

第1座

每單位不分割份數 / 單位 / 樓層	A	B	C	D	E	F	G	H
6樓	903	912	1170	919	921	924	921	906
7樓-13樓、15樓-22樓、25樓-33樓及35樓-40樓	903	912	1084	906	911	924	921	906
41樓-42樓	903	912	1084	894	911	924	921	906
43樓	2013	1869	1959	2008	-	-	-	-

第2座

每單位不分割份數 / 單位 / 樓層	A	B	C	D	E	F	G	H
6樓	904	1115	1166	921	919	1168	975	907
7樓-13樓、15樓-22樓、25樓-33樓、35樓-43樓及45樓	889	1079	1088	908	906	1082	906	895
46樓-47樓	889	1079	1088	908	895	1082	906	895
48樓	1935	2022	1869	1892	-	-	-	-

第9座

每單位不分割份數 / 單位 / 樓層	A	B	C	D	E	F	G
6樓	1391	1058	922	922	1058	1434	990
7樓-13樓、15樓-22樓、25樓-33樓及35樓-42樓	1381	1038	904	904	1038	1425	975
43樓、45樓-48樓	1381	1038	892	904	1038	1425	975
49樓	1779	1038	892	904	1038	1820	-
50樓	3213	1038	892	904	1038	3346	-
51樓	-	1962	1968	-	-	-	-

第10座

每單位不分割份數 / 單位 / 樓層	A	B	C	D	E	F	G
6樓	981	1391	1286	917	922	1058	1261
7樓-13樓及15樓-21樓	969	1385	1286	904	904	1038	1251
22樓	969	1385	1286	904	904	1038	1248
25樓-33樓及35樓-42樓	964	1390	1286	904	904	1038	1251
43樓、45樓-48樓	964	1390	1286	904	892	1038	1251
49樓	1908	1287	904	892	1038	1734	-
50樓	3387	1288	904	892	1038	3095	-
51樓	-	2231	1962	-	-	-	-

備註： (i) 發展項目不設第4座。
(ii) 第1、2、9及10座不設14樓、24樓、34樓及44樓。
(iii) 隔火層設於第1、2、9及10座23樓。

C. 有關發展項目的管理人的委任年期

啟勝管理服務有限公司將被委任為發展項目（政府地方（依公契訂定）除外）之管理人，任期起初為公契日期計兩年，其後繼續任職管理發展項目，至其委任經（在業主立案法團成立之前）業主委員會藉業主大會由持有合共不少於50%元朗市地段507號剩餘部份及發展項目總不分割份數（不包括分配予公用地方的）的業主議決，事先3個月向管理人發出終止委任的書面通知終止或經管理人事先3個月向業主委員會發送（或如果沒有業主委員會，向每位業主送達（通過送交業主本人，郵遞至業主最後為人所知的地址或放置在業主的單位或投入該單位的信箱））和在發展項目一個顯眼處張貼一份書面辭職通知書終止職務為止。

D. 發展項目中的住宅物業的擁有人之間分擔管理開支之基準

每名住宅單位業主須參照其住宅單位獲分配的管理份數按公契指明的方式、金額及比例分擔發展項目的管理開支（指管理發展項目時必須地和合理地招致的費用、收費及支出，且須基於管理人擬定之預算）。一般而言：

(a) 業主須參照其住宅單位獲分配之管理份數分擔年度管理開支預算A部份評估所得之金額（即一般有關於發展項目公用地方及發展項目公用設施）；

(b) 業主須參照其住宅單位獲分配之管理份數再分擔年度管理開支預算C部份評估所得之金額（即一般有關於住宅公用地方及住宅公用設施）；

(c) 業主須參照其住宅單位獲分配之管理份數再分擔年度管理開支預算D部份評估所得之金額（即一般有關於停車場公用地方及停車場公用設施）；

每個住宅物業據公契獲分配之管理份數相等於其據公契獲分配之不分割份數。

E. 計算管理按金的基準

每個單位應付之管理費按金將相等於首年預算管理開支其每月應負擔部份之三倍。

F. 擁有人在期數中保留作自用的範圍

沒有

備註：
請查閱公契以了解全部詳情。完整公契文本可免費於售樓處在開放時間內應要求提供查閱，並可在支付所需影印費後取得公契之副本。

SUMMARY OF LAND GRANT
批地文件的摘要

A. Lot number of the land on which the Development is situated : The Remaining Portion of Yuen Long Town Lot No.507.

B. Land grant of Yuen Long Town Lot No.507 : New Grant No.20873 ("the Land Grant").

C. Term of years under the Land Grant : 50 years commencing from 1st day of March 2010.

D. User restrictions applicable to that land; facilities that are required to be constructed and provided for the Government, or for public use; grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land; and the lease conditions are onerous to a purchaser :

The following terms or expressions have the following respective meanings in the Land Grant :-

"Hong Kong"
means the Hong Kong Special Administration Region;

"the Government"
means the Government of the Hong Kong Special Administration Region;

"the Director"
means the Director of Lands;

"the Grantee"
shall in these Conditions include the person entering into and executing the Land Grant and where the context so admits or requires his executors, administrators and assigns and in the case of a corporation its successors and assigns;

"Lot"
except where the context otherwise requires, means the lot stated in Particulars of the Lot of the Land Grant;

"these Conditions"
whenever used shall mean and include to General and Special Conditions of the Land Grant;

"Marginal notes"
the marginal notes to these Conditions shall not be deemed to be part of these Conditions and shall not affect the interpretation or construction thereof.

General Condition No.4

Indemnity by Grantee

4. The Grantee hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director whose opinion shall be final and binding upon the Grantee), arisen out of any use of the lot, or any development or redevelopment of the lot or part thereof or out of any activities carried out on the lot or out of any other works carried out thereon by the Grantee whether or not such use, development or redevelopment, activities or works are in compliance with these Conditions or in breach thereof.

General Condition No.6

Maintenance

6. (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions :

(i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and

(ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one calendar month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

General Condition No.8

Private streets, roads and lanes

8. Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be surrendered to the Government free of cost if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, draining (both foul and storm water sewers), channelling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area to be leased, they shall be lighted, surfaced, kerbed, drained, channelled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting for the sake of public interest as required. The Grantee shall bear the capital cost of installation of road lighting and allow free ingress and egress to and from the area to be leased to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

Special Condition No.(5)

Formation of the Green Area

(5) (a) The Grantee shall :

(i) on or before the 31st day of March 2017 (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 (A) those portions of future public roads shown coloured green on PLAN I annexed hereto and (B) that portion of future public road within the area shown coloured pink triangulated black on PLAN I annexed hereto forming part of the First Area (as defined in Special Condition No.(18)(a) hereof) (such green areas and the portion within the said pink triangulated black area are hereinafter collectively 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 Green Area Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

(ii) on or before the 31st day of March 2017 (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 Green Area 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 or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No.(6) hereof.

Formation of the Green Area (non-fulfilment)

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

No compensation on works on the Green Area

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No.(27) hereof.

Special Condition No.(6)

Possession of the Green Area

(6) For the purpose only of carrying out the necessary works specified in Special Condition No. (5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area or any part or parts thereof 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 Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area or any part or parts thereof allow free access over and along such area or areas 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 works whether under Special Condition No. (5) hereof or otherwise.

Special Condition No.(7)

Restriction on use of the Green Area

(7) The Grantee shall not without the prior written consent of the Director use the Green 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 works specified in Special Condition No. (5) hereof.

Special Condition No.(9)

Formation of the Yellow Area and the Yellow Stippled Black Area

(9) (a) (i) The Grantee shall on or before the 31st day of December 2011 (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 upon completion of the necessary works specified in Special Condition No. (71)(a)(i) hereof, lay, form, surface and drain that portion of future public road shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") and 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 Yellow Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Yellow Area.

(ii) If required by the Director, the Grantee shall on or before the 31st day of March 2011 (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, surface and drain that portion of future public roads shown coloured yellow stippled black on PLAN I annexed hereto (hereinafter referred to as "the Yellow Stippled Black Area") and provide and construct such bridges, tunnels, over-passes, under-passess, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Yellow Stippled Black Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Yellow Stippled Black Area.

(b) The Grantee shall thereafter at his own expense maintain the Yellow Area and the Yellow Stippled Black Area together with the Yellow Area Structures and the Yellow Stippled Black Area Structures and any other structures erected thereon to the satisfaction of the Director until such time as possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No.(10) hereof.

Formation of the Yellow Area and the Yellow Stippled Black Area (non-fulfilment)

(c) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) or (h) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

No compensation on works on the Yellow Area and the Yellow Stippled Black Area

(d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the fulfilment of the Grantee'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 for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance

(e) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No.(27) hereof.

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Special Condition No.(10)

Possession of the Yellow Area

(10) (a) For the purpose only of carrying out the necessary works specified in Special condition Nos.(9)(a)(i) and (9)(b) hereof, the Grantee 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 shall be deemed to have been re-delivered to the Government by the Grantee on the date or dates to be specified in a letter or letters from the Director making such demand provided always that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof. The Grantee 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 such area or areas 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 works whether under Special Condition No.(9) hereof or otherwise.

Possession of the Yellow Stippled Black Area

(b) For the purpose only of carrying out the necessary works specified in Special Condition Nos.(9)(a)(ii) and (9)(b) hereof, the Grantee shall be granted possession of the Yellow Stippled Black Area, if the formation of which is required under Special Condition No.(9)(a)(ii) hereof, at a date to be determined by the Director. The Yellow Stippled Black Area or any part or parts thereof 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 Grantee on the date or dates to be specified in a letter or letters from the Director making such demand provided always that the Government shall not be compelled to take back possession of the Yellow Stippled Black Area or any part or parts thereof. The Grantee shall at all reasonable times while he is in possession of the Yellow Stippled Black Area or any part or parts thereof allow free access over and along such area or areas 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 works whether under Special Condition No.(9) hereof or otherwise.

Special Condition No.(11)

Restriction on use of the Yellow Area and the Yellow Stippled Black Area

(11) The Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black 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 works specified in Special Condition No.(9) hereof or otherwise.

Special Condition No.(13)

Building covenant

(13) The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, by-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March 2017.

Special Condition No.(14)

User

(14)(a) 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 non-industrial (excluding hotel, petrol filling station and godown) purposes.

(b) No part of the airspace between the levels of 10.0 metres and 36.6 metres above the Hong Kong Principal Datum traversing over the areas shown coloured pink stippled black and pink triangulated black on PLAN I annexed hereto (which airspace is hereinafter referred to as "the Airspace") shall be used for any purpose other than for the purpose of the Proposed Bridge (as defined and stipulated in Special Condition No.(40) hereof) or such other purposes as may be approved in writing by the Director. The Airspace forms part of the lot and any building erected or to be erected within the Airspace (including the Proposed Bridge) shall, for the avoidance of doubt, be considered as building erected or to be erected on the lot for the purposes of these Conditions.

Special Condition No.(15)

Preservation of trees

(15) No tree growing on the lot or adjacent thereto shall be removed or interfered with without 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.

Special Condition No.(16)

Landscaping

(16) (a) The Grantee shall submit or cause to be submitted to the Director of Planning for his approval a landscape master plan indicating the landscaping proposals for the lot.

(b) The landscape master plan shall be at a scale of 1:500 or larger and shall contain information on the landscaping proposals including a survey and treatment of existing trees, site layout and formation levels, conceptual form of building development, illustrative layout of hard and soft landscaping areas and such other information as the Director of Planning may require. No site formation works shall be commenced on the lot or any part thereof until approval, if required, has been given in respect of the proposals for the preservation of trees under Special Condition No.(15) hereof. No superstructure work shall be commenced on the lot or any part thereof until the relevant submission has been approved in writing by the Director of Planning. For the purpose of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

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

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

(e) For the purpose of this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No.(27) hereof

Special Condition No.(17)

Development Conditions

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

Compliance with Buildings Ordinance

(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;

Compliance with Town Planning Ordinance

(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;

Total gross floor area

(c) (i) the total gross floor area of any building or buildings erected or to be erected on the lot (including, for the avoidance of doubt, any building or buildings erected or to be erected within the Airspace) shall not exceed 227,467 square metres and shall not be less than 136,481 square metres;

(ii) the total gross floor area of any building or buildings erected or to be erected on the lot (excluding the total gross floor area of any building or buildings erected or to be erected within the Airspace) shall not exceed 226,017 square metres and shall not be less than 135,611 square metres;

(iii) the total gross floor area of any building or buildings erected or to be erected within the Airspace shall not exceed 1,450 square metres;

Total gross floor area (residential purposes)

(d) (i) the total gross floor area of any building or buildings erected or to be erected on the lot for residential purposes shall not exceed 171,747 square metres and shall not be less than 103,049 square metres;

Total gross floor area (other than residential purposes)

(ii) the total gross floor area of any building or buildings erected or to be erected on the lot designed for and intended to be used for non-industrial (excluding residential, hotel, petrol filling station and godown) purposes shall not exceed 55,720 square metres and shall not be less than 33,432 square metres;

(iii) out of the total gross floor area in sub-clause (d)(ii) of this Special Condition the total gross floor area of any building or buildings erected or to be erected on the lot designed for and intended to be used for the purposes of non-industrial (excluding residential, hotel, petrol filling station and godown) purposes (excluding (I) the total gross floor area within the Airspace; (II) the total gross floor area of the Community Hall as defined in Special Condition No.(21); (III) the total gross floor area of the Home as defined in Special Condition No.(33); and (IV) the total gross floor area of the Transport Interchange as defined in Special Condition No.(34)) shall not exceed 42,280 square metres; and

Design, disposition and height

(e) the design, disposition and height of any building or buildings erected or to be erected on the lot shall be subject to the approval in writing of the Director and no building works (other than site formation works and the demolition and removal works referred to in Special Condition No.(2) hereof) shall be commenced on the lot until such approval shall have been obtained. For the purpose of these Conditions "building works" shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Special Condition No.(18)

The land and airspace above and below the Airspace

(18) (a) For the avoidance of doubt,

(i) all that part or parts of the land (including any airspace) below the Airspace and within the areas shown coloured pink stippled black and pink triangulated black on PLAN I annexed hereto (hereinafter referred to as "the First Area") and

(ii) all that part or parts of the airspace above the Airspace and within the areas shown coloured pink stippled black and pink triangulated black on PLAN 1 annexed hereto (hereinafter referred to as "the Second Area") (the First Area and the Second Area being hereinafter collectively referred to as "the said Areas")

do not form part of the lot and the Grantee shall have no right or title to the ownership, possession or use of the said Areas and shall not erect or construct or place any building or structure or thing within the said Areas except as provided herein.

(b) For the avoidance of doubt, the Government shall have the right to use or permit or cause to be used the said Areas or any part thereof for any purposes as the Government may in its absolute discretion determine, whether as public road for vehicular and pedestrian traffic or otherwise. Neither the Grantee nor any other person shall have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exercise by the Government of any rights of or in the said Areas or in respect of or as a consequence of the use of the said Areas for any purposes whether as public road for vehicular and pedestrian traffic or otherwise.

Special Condition No.(19)

Structures and Protective Measures within the said Areas

(19) (a) The Grantee shall at his own expense, in such manner and positions, with such materials and to such standards, design and levels and within such time limit as may be imposed by the Director and in all respects to the satisfaction of the Director :

(i) erect and construct within the said Areas such structure or structures (hereinafter referred to as "the Structures") as may be determined by the Director (whose determination shall be final and binding on the Grantee) to be necessary to support the Proposed Bridge (as defined in Special Condition No.(40) hereof) ; and

(ii) construct, erect, install and provide within the lot and the said Areas such protective measures including barriers and fences (hereinafter referred to as "the Protective Measures") as may be determined by the Director (whose determination shall be final and binding on the Grantee) to be necessary to protect the Structures or prevent damage of whatsoever nature to the Structures whether as a result of any impact or otherwise.

Maintenance of Structure and Protective Measures

(b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain and repair the Structures and the Protective Measures in all respects to the satisfaction of the Director.

Damage

(c) (i) In the event of discovery of any defects or damage whatsoever and howsoever caused to the Proposed Bridge (as defined in Special Condition No.(40) hereof), the Structures and the Protective Measures (the Proposed Bridge, the Structures and the Protective Measures being hereinafter collectively referred to as "the Proposed Bridge Protection Supports") or in the event of the Proposed Bridge Protection Supports becoming, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), unsafe or hazardous to the said Areas or to persons, vehicles or other properties on, in or passing through the said Areas, the Grantee shall at his own expense and in all respects to the satisfaction of the Director and within such time limit as may be imposed by the Director carry out such repair or remedial works to the Proposed Bridge Protection Supports or such other works which are necessary or as may be required by the Director.

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(ii) In the event of any damage being caused to or is, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), likely to be caused to the said Areas due to whatsoever reason including but not limited to structural defects or want of repair or maintenance of the Proposed Bridge Protection Supports or the collapse of or as a result of debris or other objects falling from the Proposed Bridge Protection Supports during construction of the Proposed Bridge Protection Supports or at any time thereafter, the Grantee shall at his own expense within such time limit as may be imposed by the Director and in all respects to his satisfaction carry out all repair or construction or reconstruction works to the said Areas or such other works which are necessary or as may be required by the Director PROVIDED THAT the Director may, without prejudice to any other rights and remedies of the Government whether under this Agreement or otherwise at law, at any time without notice or reason being given to the Grantee carry out the works or any part or parts thereof required to be carried out under this sub-clause if the Director so elects at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost (including without limitation the demolition and removal of debris costs) thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(iii) The Government, its servants, officers, agents and contractors shall have no liability to the Grantee, his servants, agents, licensees, visitors, workmen, contractors and any other person or persons in respect of any loss, damage, nuisance or disturbance, claims, demands, actions or other proceedings whatsoever arising out of or in respect of any works done in the said Areas or the use of the said Areas whether as public road or otherwise.

(iv) The Grantee shall at all times indemnify and keep indemnified the Government, its servants, officers, agents and contractors against any liabilities, claims, costs, actions, demands and proceedings of whatsoever nature and howsoever caused arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, licensees, visitors, workmen and contractors in respect of or as a consequence of erection, construction, use, maintenance, repair, alteration, demolition, removal and re-construction of the Proposed Bridge Protection Supports.

Non-fulfilment

(d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b) and (c)(i) of this Special Condition, the Director may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(e) For the purpose of this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No.(27) hereof.

Special Condition No.(20)

Access to the said Area

(20) (a) Throughout the term hereby agreed to be granted, the Grantee and his contractors, with or without tools, equipment, machinery or motor vehicles may, with the prior written consent of the Director and subject to such terms and conditions as he may impose, enter upon, into, over and through the said Areas or any part thereof for the purpose of the carrying out of the Grantee's obligations under these Conditions.

Prevent damage to the said Areas

(b) At all times throughout the term hereby agreed to be granted, and particularly in carrying out any demolition, making good, construction, repair, maintenance, alteration and removal works or other works whether in accordance with these Conditions or otherwise (hereinafter referred to as "the said Works"), the Grantee:

(i) shall not interfere with the construction of any public roads, footpaths, utilities and related works or any other structures and installations on, within or adjacent to the said Areas, any vehicular or pedestrian traffic thereon or any other use thereof; and

(ii) shall take all proper and adequate precautions to prevent any damage to the public roads, footpaths, utilities and related works or any other structures and installations on, within or adjacent to the said Areas and to prevent any injury to persons or vehicles using the said Areas or any premises adjacent thereto, and shall at his own expense and in all respects to the satisfaction of the Director make good any damage to the public roads, footpaths, utilities and related works and any other structures and installations on, within or adjacent to the said Areas caused by the Grantee, his tenants, licensees, agents, servants, contractors and workmen whether in carrying out any of the said Works or otherwise and shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel against all liabilities, claims, costs, charges, actions or proceedings of whatsoever nature arising out of or in connection with the carrying out of the said Works or in respect of such damage or injury.

(c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, the Director may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of this sub-clause, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No.(27) hereof.

Special Condition No.(21)

Provision of Government Accommodation

(21) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No.(22)(a) hereof, the following accommodation:

(i) one community hall having (I) a total gross floor area of not more than 1,287 square metres and (II) a net operational floor area of not less than 593 square metres (hereinafter referred to as "the Community Hall");

(ii) two parking 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 occupiers of the Community Hall and their bona fide guests, visitors or invitees; such parking spaces shall each occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and shall be located close to the Community Hall; and

(iii) two loading and unloading spaces for the loading and unloading of motor vehicles in connection with the Community Hall; such loading and unloading spaces shall each occupy an area of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall be located close to the Community Hall

all to be completed and made fit for occupation and operation on or before the 31st day of March 2017 which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as "the Government Accommodation".

Government's right to vary use of Government Accommodation

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.

Determination of net operational floor area

(c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and space within such part of the Government Accommodation as detailed in the Technical Schedule excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, mechanical and electrical services such as lifts and air-conditioning systems.

Definition of net floor area

(ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space.

Special Condition No.(22)

Plans of Government Accommodation

(22)(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.

(ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.

(iii) The plans of the Government Accommodation approved under sub-clause (a) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.

No building works, etc.

(b) No building works (other than site formation works and the demolition and removal works referred to in Special Condition No.(2) hereof) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition.

Special Condition No.(23)

Amendment of the Technical Schedule

(23)(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.

(b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Grantee except with the prior written approval of the Director.

(c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof.

Special Condition No.(24)

Monitoring of construction of Government Accommodation

(24)(a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as "the Officers") who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as "the Construction Works") of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.

(b) The Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.

(c) The Grantee shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant Occupation Permit or Temporary Occupation Permit from the Building Authority in respect of the Government Accommodation or any part thereof.

(d) The Government and the Director accept no responsibility or liability for any costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.

(e) The Grantee shall indemnify the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof.

SUMMARY OF LAND GRANT
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Special Condition No.(25)

Liquidated Damages

(25)(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, if the Grantee shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No.(21)(a) hereof, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty a sum calculated at the rate of HK$20,400.00 per day from the date immediately following the date specified in Special Condition No.(21)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No.(26)(b) hereof.

(b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages shall not discharge the Grantee from any of his obligations remaining to be observed and performed.

Special Condition No.(26)

Certificate of completion in respect of Government Accommodation

(26)(a) Within 14 days after completion of the Government Accommodation or such part thereof, the Grantee shall deliver to the Director a certificate by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) employed by the Grantee for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Grantee) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect. Provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.

(c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Condition Nos.(24)(e) and (30) hereof nor any other obligations remaining to be observed and performed by him under these Conditions.

Special Condition No.(27)

Assignment of Government Accommodation

(27)(a) Notwithstanding any provision to the contrary herein contained, the Grantee shall when called upon so to do by the Director assign free of consideration to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation, and the Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No.(26)(b) hereof within such time or times as may be specified in writing by the Director.

(b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Grantee.

(c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit or cause to be submitted to the Director for his approval in writing an Assignment or Assignments in respect of the Government Accommodation or such part thereof as may be required by the Director, which Assignment or Assignments shall be in such form and shall contain such provisions as shall be required or approved by the Director.

(d) On completion of the assignment of the Government Accommodation or any part thereof the Grantee shall deliver to F.S.I. at the expense of the Grantee one set of the original or certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the Assignment or Assignments shall be borne by the Grantee solely.

Special Condition No.(28)

Possession of Government Accommodation

(28) The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No.(27) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as may be required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No.(26)(b) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation or fitting out upon such terms and conditions as the Director may consider appropriate.

Special Condition No.(29)

Maintenance of Government Accommodation

(29)(a) Without prejudice to the provisions of Special Condition No.(30) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(30)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but include the assignee under Special Condition No.(49) hereof.

Special Condition No.(30)

Defects liability

(30)(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor :-

(i) which may exist at the respective dates of delivery of possession by the Grantee of the Government Accommodation; and

(ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as "Defects Liability Period").

(b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within the Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.

(c) The Director or F.S.I. or both will, shortly before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of each and every Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee.

(e) The Grantee shall procure from its parent or other associated company as shall be determined by the Director at his absolute discretion a written guarantee whereby such company unconditionally and irrevocably -

(i) guarantees the performance of obligations of the Grantee under this Special Condition; and

(ii) indemnifies the Government and F.S.I. against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government or F.S.I. or both by reason of or arising out of any breach or non-performance of any of the obligations of the Grantee under this Special Condition.

The guarantee shall be subject to the laws of Hong Kong in a form to be approved by the Director and shall be delivered to him within 30 days from the date of this Agreement. If the Grantee has a parent or associated company incorporated outside of Hong Kong and if required by the Director or F.S.I. or both the Grantee shall procure and furnish to the Director a performance bond or guarantee in a form acceptable in all respects to the Director to be given by a bank licensed under section 16 of the Banking Ordinance. Such bond or guarantee shall be for a sum of HK$1,159,500.00 and shall be for the purpose of securing payment to the Government or F.S.I. or both of any sum which shall have been demanded under sub-clause (d) of this Special Condition and has not been paid by the Grantee to the Government or F.S.I. or both.

(f) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(49) hereof.

Special Condition No.(31)

Supply of documents, etc.

(31) The Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the respective dates of delivery of possession by the Grantee of the Government Accommodation, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule.

Special Condition No.(32)

Maintenance of external finishes and structure of walls, etc.

(32) (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items") :-

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) in the event that there is a basement beneath the Government Accommodation, all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Grantee shall indemnify and keep indemnified the Government or F.S.I. or both against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

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Special Condition No.(33)

Provision of residential care home

(33)(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct, provide and maintain within the lot the following accommodation:

(i) one residential care home as defined in the Residential Care Homes (Elderly Persons) Ordinance, Cap. 459, any regulations made thereunder and any amending legislation with such facilities as shall be approved by the Director of Social Welfare having (I) a total gross floor area of not less than 1,622 square meters and not more than 2,703 square metres and (II) a net operational floor area of not less than 1,576 square metres (hereinafter referred to as "the Home"); and

(ii) spaces for the parking and loading and unloading of motor vehicles in accordance with Special Condition Nos. (54)(b)(i)(II) and (55)(a)(iii) hereof.

The Home and the said parking and loading and unloading spaces are hereinafter collectively referred to as "the RCHE Facilities".

User of the Home

(b) The Home shall not be used for any purpose other than as a residential care home as referred to in sub-clause (a)(i) of this Special Condition.

Commence to operate the Home

(c) The Grantee shall on or before the 31st day of March 2017 (or such other date as may be approved by the Director) commence to operate the Home and shall continue to operate and manage the Home throughout the term hereby agreed to be granted in accordance with all Ordinances, by-laws and regulations relating to residential care homes which are or may at any time be in force in Hong Kong and in every respect in a lawful and orderly manner.

Determination of net operational floor area

(d)(i) For the purpose of determining the net operational floor area of the Home, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and spaces within the Home excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, mechanical and electrical services such as lifts and air-conditioning system.

Definition of net floor area

(ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within the room or space.

(e) For the avoidance of doubt, the references in Special Condition Nos.(36), (37), (38), (54), (55) and (58) hereof to residential unit or units or block or blocks of residential unit or units shall not include the Home.

(f) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(34)

Provision of Transport Interchange

(34)(a) The Grantee may erect, construct and provide at the ground floor level of the building or buildings erected or to be erected on the lot transport facilities including but not limited to taxi or private car layby, shuttle bus station, franchised bus stop and ancillary facilities together with ramps, fittings, fixtures, lighting fittings and any other ancillary services and installations with a total gross floor area of not more than 8,000 square metres (hereinafter collectively referred to as "the Transport Interchange").

(b) In the event that the Transport Interchange is provided within the lot throughout the term hereby agreed to be granted, the Grantee shall comply with and observe such rules and regulations, directions or requirement as the Director may at any time and from time to time make or impose in respect of the use, management, operation and maintenance of the Transport Interchange including but not limited the nature and number of motor vehicles using the Transport Interchange and the routes and mode of transport services provided therein. The Transport Interchange shall not be used for any purposes other than as a transport interchange in accordance with this Special Condition.

(c) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(35)

Provision of sales office and show flats

(35) Notwithstanding the maximum gross floor areas permitted under Special Condition Nos.(17)(c) and (17)(d) hereof, the Grantee may erect on part or parts of the lot separate temporary structures for the purposes of a sales office and show flats and related marketing activities to facilitate the sale of the building or buildings or any part or parts thereof erected or to be erected on the lot in accordance with these Conditions, provided that the scale and period of operation of such sales office and show flats and related marketing activities shall be subject to the prior written approval of the Director.

Special Condition No.(36)

Recreational facilities

(36)(a) The Grantee may erect, construct and provide within the lot such recreational facilities and facilities ancillary thereto (hereinafter referred to as "the Facilities") as may be approved in writing by the Director. The type, size, design, height and disposition of the Facilities shall also be subject to the prior written approval of the Director.

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition Nos.(17)(c) and (17)(d) hereof, any part of the Facilities provided within the lot in accordance with sub-clause (a) of this Special Condition which are for the common use and benefit of all the residents of the residential block or blocks erected or to be erected on the lot and their bona fide visitors shall not be taken into account. The remaining part of the Facilities which, in the opinion of the Director, are not for such use shall be taken into account for such calculations.

(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.(51)(a)(v) hereof;

(ii) the Grantee shall at his own expense maintain the Exempted Facilities in good and substantial repair and condition and shall operate the Exempted Facilities to the satisfaction of the Director; and

(iii) the Exempted Facilities shall only be used by the residents of the residential block or blocks erected or to be erected within the lot and their bona fide visitors and by no other person or persons.

Special Condition No.(37)

Office accommodation for watchmen and caretakers

(37)(a) In the event of the lot or any part thereof being used for residential purposes, office accommodation for watchmen or caretakers or both may be provided within the lot subject to the following conditions :

(i) that such accommodation is in the opinion of the Director essential to the safety, security and good management of the residential building or buildings erected or to be erected on the lot;

(ii) that 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.

(b) For the purpose of calculating the total gross floor areas stipulated in Special Condition Nos.(17)(c) and (17)(d) hereof, office accommodation provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 5 square metres for every 50 residential units or part thereof erected or to be erected on the lot, or 5 square metres for every block of residential units erected or to be erected on the lot, whichever calculation provides the greater floor area of such accommodation, shall not be taken into account. Any gross floor area in excess of the said greater floor area shall be taken into account for such calculations.

(c) 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.(51)(a)(v) hereof.

Special Condition No.(38)

Quarters for watchmen and caretakers

(38)(a) In the event of the lot or any part thereof being used for residential purposes, quarters for watchmen or caretakers or both may be provided within the lot subject to the following conditions :

(i) that 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) that 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.

(b) For the purpose of calculating the total gross floor areas stipulated in Special Condition Nos.(17)(c) and (17)(d) hereof, quarters provided within the lot in accordance with sub-clause (a) of this Special Condition with a total gross floor area of not exceeding 25 square metres shall not be taken into account. Any gross floor area in excess of 25 square metres shall be taken into account for such calculations.

(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.(51)(a)(v) hereof.

Special Condition No.(39)

Owners' Corporation/Owners' Committee office

(39)(a) In the event of the lot or any part thereof being used for residential purposes, 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.

(b) For the purpose of calculating the total gross floor areas stipulated in Special Condition Nos.(17)(c) and (17)(d) hereof, an office provided within the lot in accordance with sub-clause (a) of this Special Condition which does not exceed 20 square metres shall not be taken into account. Any gross floor area in excess of 20 square metres shall be taken into account for such calculations.

(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.(51)(a)(v) hereof.

Special Condition No.(40)

Construction of proposed bridge

(40) (a) The Grantee shall on or before the 31st day of March 2017 (or such other date as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director provide and construct a three-level bridge (comprising pedestrian way, with or without retail shops, on each of the first and second levels and vehicular way on the third level) within the Airspace to connect the building or buildings erected or to be erected on the lot with the building or buildings erected or to be erected on the land on the southern side of the lot now known and registered in the Land Registry as Yuen Long Town Lot No. 504 (so that pedestrian traffic may be carried on the first and second levels of the bridge and vehicular traffic may be carried on the third level of the bridge), with such materials and to or of such standards, levels, alignment, disposition, designs, widths, heights, headrooms and dimensions as shall be required and approved by the Director including but not limited to the provision and construction of such supports, connections, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require or approve. The said three-level pedestrian and vehicular bridge together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings, fixtures and lighting fittings are hereinafter collectively referred to as "the Proposed Bridge".

Maintenance of the Proposed Bridge

(b) Without prejudice to Special Condition No.(19)(c) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director throughout the term hereby agreed to be granted manage and maintain in good and substantial repair and condition and keep clean the Proposed Bridge including but not limited to the under-side of the Proposed Bridge and the walls and columns supporting the Proposed Bridge.

(c) Throughout the term hereby agreed to be granted, the Director may at any time or times give notice in writing to the Grantee a schedule of defects and want of repairs found in or on the Proposed Bridge and the Grantee shall at his own expense within such time limit as may be imposed by the Director repair and make good the same in accordance with such notice to the satisfaction of the Director.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, management, repair and maintenance of the Proposed Bridge.

Use of the Proposed Bridge

(e) (i) The Grantee shall at all times during day and night permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on, over, along and through the Proposed Bridge :

(I) as to the first and second levels, on foot or by wheelchair; and

(II) as to the third level, by motor vehicles

and to enter upon and pass and repass on foot or by wheelchair or by motor vehicles on, over, along and through the lot and the building or buildings erected or to be erected thereon for the purpose of gaining access to the Proposed Bridge from the adjoining public roads and from the Proposed Bridge to the adjoining public roads. Except as provided under sub-clause (e)(ii) of this Special Condition, the Proposed Bridge shall not be used for any purpose other than for public passage as provided in this sub-clause (e)(i).

(ii) Subject to Special Condition Nos.(17)(c) and (17)(d) hereof, the Grantee may use such portion or portions of the first and second levels of the Proposed Bridge for commercial purposes. The decision of the Director as to what constitutes commercial purposes shall be final and binding on the Grantee.

(iii) Subject to sub-clause (e)(iv) of this Special Condition, the Grantee shall not use or permit or suffer to be used any external part of the Proposed Bridge for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iv) The Grantee shall erect, install and thereafter repair and maintain such traffic signs, street lighting or other forms of signal equipment as the Director may require on or in or for the Proposed Bridge.

(v) The Grantee shall not do or permit or suffer to be done in or on the Proposed Bridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any persons or vehicles or properties passing under or near the Proposed Bridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

No liability to Government

(g) The Government, its officers, agents, contractors, workmen and any other persons authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or the use of the Proposed Bridge by members of the public or otherwise and no claim for compensation shall be made against the Government, its officers, agents, contractors or workmen and any persons authorized by him by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(h) In the event of any redevelopment of the lot or any part thereof whereby the Proposed Bridge or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at the Grantee's own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new bridge or a part or parts thereof together with supports, connections, ramps, associated staircases and landings, escalators, lifts and other ancillary structures with such design, materials and at such width, levels and positions as the Director shall approve or require, in approving the new bridge, the Director may impose such terms and conditions (including the payment of premium and fee) as he shall consider appropriate and the Grantee shall comply with and observe such terms and conditions. Subject to such terms and conditions as the Director may impose and unless the Director shall otherwise decide, the provisions in these Conditions relating to the Proposed Bridge shall apply to such new bridge or such part or parts thereof together with all supports, connections, ramps, associated staircases and landings, escalators, lifts and ancillary structures.

(i) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(41)

Provision of lighting system

(41)(a) The Grantee shall on or before the 31st day of March 2017 (or such other date as may be approved by the Director) at his own expense in such manner and positions, with such materials and to such standards, designs and levels and in all respects to the satisfaction of the Director: -

(i) install and provide such day-time lighting and enhancement night-time lighting (hereinafter collectively referred to as "the Lighting System") on the under-side of the Proposed Bridge; and

(ii) thereafter operate, maintain and upkeep (including but not limited to replacing, improving and enhancing) the Lighting System or any part or parts thereof to the satisfaction of the Director until such time as the Lighting System or such part or parts thereof shall have been delivered by the Grantee to the Government in accordance with sub-clause (b) of this Special Condition.

(b) The Government may at its absolute discretion at any time take over the operation, maintenance and upkeep (including but not limited to the replacement, improvement and enhancement of such parts and components for the safe and efficient running of the Lighting System as the Director considers necessary) of the Lighting System or any part or parts thereof at the costs of the Grantee and for this purpose the Director may call upon the Grantee to, and the Grantee shall when called upon by the Director so to do, deliver to the Government the Lighting System or such part or parts thereof as specified by the Director Provided always that the Government shall not be obliged to take over the control, operation, maintenance and upkeep or accept the delivery of the Lighting System or any part or parts thereof as aforesaid but may do so at its absolute discretion.

Annual sum for the Lighting System

(c) The Grantee shall pay to the Government, yearly in advance on the first day of delivery of the Lighting System or any part or parts thereof to the Government in accordance with sub-clause (b) of this Special Condition and thereafter throughout the term hereby agreed to be granted on the 1st day of April in each year, an amount or amounts to be determined by the Director as being the costs (including such supervisory and overhead charges as may be determined by the Director) for the operation, maintenance and upkeeping (including but not limited to the replacement, improvement and enhancement of such parts and components for the safe and efficient running of the Lighting System as the Director considers necessary) of the Lighting System or such part or parts thereof (as the case may be) for that period or year (as the case may be) and any adjustment costs and charges carried or brought forward from the previous period or year (as the case may be), and the determination of the Director as to the amounts of such costs and charges shall be final and binding upon the Grantee.

(d) The Grantee shall indemnify and keep indemnified the Government against all liabilities, claims, costs, charges, damages, actions or proceedings of whatever nature arising out of or in connection with any defects (whether in respect of workmanship, materials, design or otherwise) of the Lighting System or any part or parts thereof occurring within a period of 365 days from and including the date or respective dates of the delivery of the Lighting System or such part or parts thereof by the Grantee to the Director (hereinafter referred to as "Lighting System Defects Liability Period"). For the purpose of this sub-clause, the determination of the Director as to whether there is a defect shall be final and binding on the Grantee.

(e) The Grantee shall at his own expense and within such time limits as may be specified by the Director in a letter or letters to the Grantee carry out to the satisfaction of the Director all such works of repair, amendments, reconstruction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring within any Lighting System Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any undue interruption to the use of the said Areas or any public road PROVIDED THAT the Director may, without prejudice to any rights and remedies of the Government whether under this Agreement or otherwise at law, at any time without notice or reason being given to the Grantee carry out all or any of such works at the costs of the Grantee who shall pay to the Government on demand a sum equal to all costs and charges thereby incurred, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(f) In the event of the non-fulfilment of the Grantee's obligations to carry out any of the works referred to in sub-clause (a) of this Special Condition the Director may carry out all or any of the works specified in the said sub-clause at the cost of the Grantee who shall pay to the Government on demand a sum equal to all costs and charges thereby incurred, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(g) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(42)

Surrender of the Unbuilt Airspace

(42) (a) The Grantee shall, when called upon by the Director so to do, surrender at his own expense with vacant possession, free of all costs, charges and consideration and without any compensation, any part or parts of the Airspace not used for provision and construction of the Proposed Bridge (hereinafter referred to as "the Unbuilt Airspace") to the Government free from encumbrances and to the satisfaction of Director Provided always that the Government shall not be compelled to accept surrender of the Unbuilt Airspace or any part or parts thereof. For the avoidance of doubt, it is declared that the Government reserves its right to demand the surrender of the Unbuilt Airspace or any part or parts thereof at any time from the Grantee as it may deem appropriate. For the purpose of effecting the surrender,

(i) the Grantee shall at his own cost and expense and in all respects to the satisfaction of the Director prepare (I) a set of the certified approved building plans with coordinates and datum levels of the Proposed Bridge duly certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) clearly identifying and demarcating the Proposed Bridge and (II) a set of plans and drawings with specifications and certification as may be required by the Director to demarcate the Unbuilt Airspace; and

(ii) the Grantee shall at his own cost and expense and within such time or times as may be specified by the Director execute a deed or deeds of surrender in such form and containing such provisions as the Director may approve or require whereby the Unbuilt Airspace or such part or parts thereof as required by the Director is surrendered to the Government.

(b) Prior to the surrender of the Unbuilt Airspace or such part or parts thereof to the Government pursuant to sub-clause (a) of this Special Condition, the Grantee shall not, except with the prior written consent of the Director and in conformity with any conditions imposed by him and in compliance with these Conditions, assign, mortgage or charge (save and except by way of building mortgage as referred to in Special Condition No.(48)(d) hereof), underlet, part with the possession of or otherwise dispose of the lot or any part thereof or any interest therein or any building or part of any building thereon or enter into any agreement so to do unless and until the happening of either one of the following events:

(i) the Grantee has at his own cost and expense executed a deed poll in such form (with plans and drawings to demarcate the Unbuilt Airspace as specified in sub-clause (a)(i) of this Special Condition) and containing such provisions as the Director may approve or require whereby the Unbuilt Airspace or such part or parts thereof as may be required by the Director are carved out from the lot and the deed poll has been registered by the Grantee at his own expense by Memorial in the Land Registry; or

(ii) the Government has notified the Grantee in writing that he will not be required to surrender the Unbuilt Airspace or any part or parts thereof to the Government.

(c) Prior to the surrender of the Unbuilt Airspace or such part or parts thereof to the Government pursuant to sub-clause (a) of this Special Condition, the Grantee shall be responsible for the maintenance and management of the Unbuilt Airspace (or such portion thereof as appropriate).

(d) The Grantee acknowledges and accepts that notwithstanding the surrender of the Unbuilt Airspace or any part or parts thereof as referred to in sub-clause (a) of this Special Condition, the Government shall have no liability whatsoever to the Grantee in respect of any reduction (if any) in the maximum gross floor area that can be constructed on the lot and the Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the surrender.

(e) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(43)

Maintenance of the existing temporary footbridge across Castle Peak Road – Yuen Long

(43) (a) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director :

(I) manage and maintain in good and substantial repair and condition and keep clean to the satisfaction of the Director the existing temporary footbridge across Castle Peak Road - Yuen Long as shown and marked "TEMPORARY FOOTBRIDGE" for identification purposes on PLAN I annexed hereto including the columns, connections, staircases, landings, traffic signs and supports thereof (hereinafter referred to as "the said temporary footbridge") until the completion and opening, for public passage across Castle Peak Road - Yuen Long, of the Proposed Bridge and the relevant parts of the lot and the buildings thereon; and

(II) upon completion and opening, for public passage across Castle Peak Road - Yuen Long, of the Proposed Bridge and the relevant parts of the lot and the buildings thereon, demolish the said temporary footbridge and make good the ground and surfaces on which the columns, connections, staircases, landings, traffic signs and supports of the said temporary footbridge are located within such time limit as the Director may specify.

(ii) (I) Before completion and opening for public passage across Castle Peak Road - Yuen Long of the Proposed Bridge and the relevant parts of the lot and the buildings thereon, the Grantee shall at all times during day and night permit all members of the public for all lawful purposes and without payment of any nature whatsoever to pass and repass on foot along, up and down and through the said temporary footbridge and the lot and the buildings erected or to be erected thereon for the purpose of crossing the Castle Peak Road - Yuen Long. The said temporary footbridge shall not be used for any purpose other than for public passage as provided under this sub-clause (ii)(I).

(II) The Grantee shall not use or permit or suffer to be used any part of the said temporary footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(III) The Grantee shall not do or permit or suffer to be done in the said temporary footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person using or passing under or near the said temporary footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iii) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a)(i) of this Special Condition, the Director may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(iv) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with management, repair, maintenance and demolition of the said temporary footbridge.

(b) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(44)

Construction of proposed footbridges

(44) (a) The Grantee shall on or before the 31st day of March 2017 (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 construct :

(i) two single-storey covered footbridges together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the two footbridges or any of them) as shall be required or approved by the Director, at the positions shown and marked "Proposed FB1" and "Proposed FB2" respectively on PLAN I annexed hereto or at such other positions as may be approved in writing by the Director. The said footbridges shall be constructed with such materials and to such standards, levels, alignment, disposition, designs, widths, heights, headrooms and dimensions as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The said footbridges together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings and fixtures and lighting fittings are hereinafter collectively referred to as "the Proposed Footbridges";

(ii) in the building or buildings erected or to be erected upon the lot supports and connections to such specifications and at such points and at such levels as shall be required and approved by the Director for the Proposed Footbridges required in sub-clause (a)(i) of this Special Condition so that the construction of the Proposed Footbridges can be carried out thereon and that pedestrian access can be gained over the Proposed Footbridges into and from the Proposed Bridge and the Pedestrian Walkway referred to in Special Condition No.(46) hereof.

Maintenance of the Proposed Footbridges

(b) (i) The Grantee shall at his own expense manage and maintain in good and substantial repair and condition and keep clean the Proposed Footbridges or any part or parts thereof to the satisfaction of the Director and shall be responsible for the whole as if he were the absolute owner thereof until the same are handed over to the Government. The Proposed Footbridges or such part or parts thereof as the Government may specify shall be handed over to the Government on demand and in any event shall be deemed to have been handed over to the Government on the date or dates to be specified in a letter or letters from the Director requiring the handing over of the same. The Grantee shall cease to be responsible for the management and maintenance of the Proposed Footbridges or such part or parts thereof handed over to the Government in accordance with this sub-clause (b)(i).

(ii) The Government reserves the right to take possession of the whole or any part or parts of the Proposed Footbridges without any payment or compensation to the Grantee provided always that the Government shall be under no obligation to take possession of the Proposed Footbridges or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit.

Use of the Proposed Footbridges

(c) (i) The Grantee shall at all times during day and night permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Proposed Footbridges and to enter upon and pass and repass through the lot or the building or buildings erected or to be erected thereon for the purpose of gaining access to, from and through the Proposed

Footbridges. The Proposed Footbridges shall not be used for any purposes other than for public passage as provided under this sub-clause (c)(i).

(ii) The Grantee shall not use or permit or suffer to be used any part of the Proposed Footbridges either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under or near the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, management, repair and maintenance of the Proposed Footbridges or any part thereof.

Non-fulfilment

(e) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (b)(i) of this Special Condition the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) In the event of any redevelopment of the lot or any part thereof whereby the Proposed Footbridges or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at the Grantee's own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridges or a part or parts thereof together with such supports, connections, staircases and other ancillary footbridge structures with such design, standards, materials and at such widths, levels and positions as the Director may approve or require and the provisions of these Conditions relating to the Proposed Footbridges shall apply to the new footbridges or such part or parts thereof together with all supports, connections, staircases and other ancillary footbridge structures unless the Director shall decide otherwise.

No dedication

(g) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c)(i) of this Special Condition and Special Condition Nos.(40)(e)(i), (43)(a)(ii)(I), (46)(c), (61) and (62) hereof neither the Grantee intends to dedicate nor the Government intends to consents to any dedication of the Proposed Bridge, the said temporary footbridge, the Proposed Footbridges, the Pedestrian Walkway (as defined in Special Condition No.(46)(a) hereof), the Existing Road (as defined in Special Condition No.(61)(a) hereof) and the Alternative Roads or Access (as defined in Special Condition No.(61)(b) hereof) to the public for the right of passage or other use.

Concession under Building (Planning) Regulations etc.

(h) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c)(i) of this Special Condition and Special Condition Nos.(40)(e)(i), (43)(a)(ii)(I), (46)(c), (61) and (62) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(i) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(45)

Government's right of access to the lot

(45) (a) Throughout the term hereby agreed to be granted, the Grantee shall permit the Government, its licensees, its or their officers, agents, surveyors, contractors, workmen and any other persons authorized by it or them free of costs and at all times with or without motor vehicles, plant or machinery, tools or equipment to enter upon, in, under, over and through the lot or any part thereof or any building or part of any building erected or to be erected thereon for the purposes of:-

(i) viewing the state and condition of the Proposed Bridge Protection Supports;

(ii) viewing the state and condition of the Proposed Footbridges;

(iii) carrying out the works specified in Special Condition Nos.(19)(c)(ii), (19)(d), (20)(c), (41)(e), (41)(f), (43)(a)(iii) and (44)(e) hereof,

(iv) operating, maintaining and upkeeping the Lighting System or any part or parts thereof after the delivery of the Lighting System or such part or parts thereof to the Government pursuant to Special Condition No.(41)(6) hereof; and

(v) managing, repairing, altering or maintaining the Proposed Footbridges or part or parts thereof after the handing over of the Proposed Footbridges or such part or parts thereof to the Government pursuant to Special Condition No.(44)(b)(i) hereof.

No liability

(b) The Government, its licensees, its or their officers, agents, surveyors, contractors, workmen, and any other persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

Special Condition No.(46)

Provision of pedestrian walkway

(46) (a) The Grantee shall on or before the 31st day of March 2017 (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 construct and provide within the lot and the building or buildings erected or to be erected thereon a pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps or such other structure or structures as may be approved or required by the Director (hereinafter collectively referred to as "the Pedestrian Walkway") with a width of not less than 3.5 metres at such positions, in such manner, with such materials and to such standards, levels, alignments and designs as shall be approved by the Director so as to link up :

(i) the Proposed Bridge;

(ii) the Proposed Footbridges;

(iii) the ground level of the lot (the decision of the Director as to what constitutes the ground level of the lot for this purpose being final and binding on the Grantee); and

(iv) the adjoining public roads and footpaths.

Maintenance of Pedestrian Walkway

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director throughout the term hereby agreed to be granted manage and maintain in good and substantial repair and condition and keep clean the Pedestrian Walkway.

24 hour Pedestrian Walkway

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by the public 24 hours a day free of charge and without any interruption for the purposes of gaining access through the lot to and from the Proposed Bridge, the Proposed Footbridges, the ground level of the lot and the adjoining pubic roads and footpaths.

Restriction on use of the Pedestrian Walkway

(d) The Pedestrian Walkway shall not be used for any purpose other than for public passage as provided under sub-clause (c) of this Special Condition.

Gross floor area of Pedestrian Walkway

(e) For the avoidance of doubt, the Pedestrian Walkway or any part or parts thereof shall be taken into account for the purpose of calculation of the respective total gross floor areas specified in Special Condition Nos.(17)(c)(i), (17)(c)(ii), (17)(d)(ii) and (17)(d)(iii), provided that with the prior written consent of the Director, which consent may include the payment of premium and fees and the imposition of such terms and conditions as the Director may see fit, the whole or part of the area of the Pedestrian Walkway may be excluded from the calculation of the gross floor areas.

(f) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(47)

No exempt building

(47) No building shall be erected on the lot of a type which by virtue of the Buildings Ordinance (Application to the New Territories) Ordinance, any regulations made thereunder and any amending legislation is exempted from the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Special Condition No.(52)

Restriction on partitioning

(52) Save and except as provided in Special Condition Nos.(42)(a), (42)(b), (73)(a) and (73)(c) hereof, the Grantee shall not, without the prior written consent of the Director, partition (whether by way of assignment or other disposal or by any other means) the lot or any part thereof or any section which has been partitioned with the prior written consent of the Director under this Special Condition. Where the lot has been partitioned with such consent, the provisions in Special Condition No.(51) hereof shall be applicable to each of the sections so partitioned with the references to "the lot" under the said Special Condition being replaced and substituted by the relevant section.

Special Condition No.(54)

Parking requirements

Residential Parking Spaces

(54) (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "the Residential Parking Spaces") at a rate of one space for every seven residential units or part thereof in the building or buildings erected or to be erected on the lot.

Parking Spaces for visitors

(ii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided.

(iii) The spaces provided under sub-clauses (a)(i) and (a)(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.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the following rates unless the Director consents to another rate;

Parking spaces for other non-industrial purpose

(I) one space for every 40 square metres for the first 2,000 square metres of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, hotel, petrol filling station, godown, the Community Hall, the Home and the Transport Interchange) purposes and one space for every 150 square metres or part thereof of the remaining gross floor area to be used for such purposes; and

(II) two spaces for the Home.

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

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

Parking spaces for vehicle of disabled persons

(c) (i) Out of the spaces provided under sub-clauses (a) and (b) of this Special Condition, the Grantee shall reserve and designate 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 (hereinafter referred to as "the Parking Spaces for Disabled Persons"), at the following rates or at such other rates as may be approved by the Director:-

(I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);

(II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i)(I) of this Special Condition or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and

(III) one space out of the spaces provided in accordance with sub-clause (a)(ii) of this Special Condition.

(ii) The Parking Spaces for Disabled Persons shall be located at such position and level as shall be approved in writing by the Director.

(iii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

Motor cycle parking spaces

(d) (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, at the following rates unless the Director consents to another rate:

Residential Motor Cycle Parking Spaces

(I) not less than 5 percent and not more than 10 percent of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of this Special Condition (hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and

(II) not less than 5 percent and not more than 10 percent of the total number of spaces required to be provided under sub-clause (b)(i)(I) of this Special Condition;

provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.

(ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

(iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i)(I) of this Special Condition 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.

Dimension of parking spaces

(f) (i) Each of the spaces provided under sub-clauses (a) and (b)(i)(I) of this Special Condition (except the Parking Spaces for Disabled Persons) shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(ii) Each of the spaces provided under sub-clause (b)(i)(II) of this Special Condition shall measure 3.5 metres in width and 7.6 metres in length with a minimum headroom of 3.6 metres.

(iii) Each of the Parking Spaces for Disabled Persons shall measure 3.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres.

(iv) Each of the spaces provided under sub-clause (d) of this Special Condition 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.

Special Condition No.(55)

Loading and unloading requirements

(55) (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of motor vehicles at the following rates :

(i) one space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit;

(ii) one space for every 1,000 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for non-industrial (excluding residential, hotel, petrol filling station, godown, the Community Hall, the Home and the Transport Interchange) purposes; and

(iii) two spaces for the Home.

Dimension of loading and unloading spaces

(b) (i) Each of the spaces provided under sub-clauses (a)(i) and (a)(iii) 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 referred to therein.

(ii) 65% of the spaces provided under sub-clause (a)(ii) of this Special Condition (rounded up to the next whole number if the number so calculated is not an integer) shall each measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres. The remainder of the spaces so provided (rounded up to the next whole number if the number so calculated is not an integer) shall each 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 referred to therein.

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

Special Condition No.(56)

Flexibility in parking provisions

(56) Notwithstanding Special Condition Nos.(54)(a), (54)(b)(i)(I), (55)(a)(i) and (55)(a)(ii) hereof, the Grantee may increase or reduce the respective numbers of spaces required to be provided under the said Special Conditions by not more than 5 percent provided that the total number of spaces so increased or reduced shall not exceed 50.

Special Condition No.(58)

Restriction on alienation of Residential Parking Spaces and Residential Motor Cycle Parking Spaces

(58) (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces provided within the lot in accordance with Special Condition Nos.(54)(a)(i) and (54)(d)(i)(I) hereof (as may be adjusted pursuant to Special Condition No.(56) hereof) shall not be :

(i) assigned except

(I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

(II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or

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

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

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

(c) Sub-clause (a) of this Special Condition shall not apply to an assignment, underletting, mortgage or charge of the lot as a whole.

Special Condition No.(59)

Common Areas

(59) The spaces provided within the lot in accordance with Special Condition Nos.(54)(a)(ii) and (55) hereof shall be designated as and form part of the Common Areas.

Special Condition No.(60)

Deposit of car park layout plan

(60) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces and transport facilities to be provided within the lot in accordance with Special Condition Nos.(21)(a)(ii), (21)(a)(iii), (34), (54), (55) and (56) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No.(48)(c) hereof, a building mortgage under Special Condition No.(48)(d) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. Subject to Special Condition No.(21)(b) hereof, the said parking, loading and unloading spaces and transport facilities indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos.(21)(a)(ii), (21)(a)(iii), (34), (54) and (55) hereof. The Grantee shall maintain the parking, loading and unloading spaces, other spaces and facilities, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

Special Condition No.(61)

Diversion of Existing Road

(61) (a) Prior to the completion and opening of the proposed Extension of Road L3 connecting to Wong Uk Tsuen (the Director's decision as to what areas constitute the proposed Extension of Road L3 shall be final and binding on the Grantee), the Grantee shall keep open and maintain at his own expense and in all respects to the satisfaction of the Director the existing road over portions of the areas respectively shown and coloured pink hatched green and pink circled black on PLAN I annexed hereto (hereinafter respectively referred to as "the Pink Hatched Green Area" and "the Pink Circled Black Area") and the Yellow Area (such existing road is hereinafter referred to as "the Existing Road"). The Grantee shall allow members of the public, the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, plant, machinery at all times and without payment of any nature whatsoever to pass and repass on foot or by vehicles on, along, over and through Existing Road for the purposes of gaining access to and from nearby villages until (i) the Alternative Roads or Access as defined in sub-clause (b) of this Special Condition are formed and open for public use in accordance with sub-clause (b) of this Special Condition or (ii) such date or dates as may be specified by the Director at his sole discretion.

Alternative Roads or Access

(b) Prior to the completion and opening of the proposed Extension of Road L3 connecting to Wong Uk Tsuen (the Director's decision as to what areas constitute the proposed Extension of Road L3 shall be final and binding on the Grantee), the Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide and maintain alternative roads or other forms of access (hereinafter referred to as "the Alternative Roads or Access") within the lot or any part thereof and the Yellow Area. Upon completion of the Alternative Roads or Access, the Grantee shall allow members of the public, the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, plant, machinery at all times and without payment of any nature whatsoever to pass and repass on foot or by vehicles on, along, over and through the Alternative Roads or Access for the purposes of gaining access to and from nearby villagers until such date or dates as may be specified by the Director at his sole discretion.

(c) For the purpose of this Special Condition, the expression “Grantee” should excluded F.S.I.

Special Condition No.(62)

Right of Way for the Landlocked Lot

(62)(a) There is excepted and reserved unto the Government, the lessees and tenants for the time being of all that piece or parcel of land shown coloured orange on PLAN I annexed hereto (hereinafter referred to as "the Landlocked Lot") now known and registered in the Land Registry as Lot No. 436 in Demarcation District No. 115 (which lessees and tenants are hereinafter referred to "the said Lessees and Tenants"), its or their officers, visitors, invitees, licensees and other persons authorized by it or them in that behalf at all times during day and night for all lawful purposes connected with the proper use and enjoyment of the Landlocked Lot (including, for the avoidance of doubt, the inspection thereof by the Government, its officers or other authorised persons) the right, and the Grantee further covenants to permit them, to pass and repass on foot or by wheelchair with or without tools, equipment and machinery free of any charge on, over and through the lot and the building or buildings erected or to be erected thereon along such routes and alignments at such levels as the Director may require, specify, approve or otherwise to the satisfaction of the Director for ingress, egress and regress to and from the Landlocked Lot.

Right of passage of utilities for the Landlocked Lot

(b) There is excepted and reserved unto the Government, the said Lessees and Tenants the right of, and the Grantee further covenants to permit them, free passage, flow, supply, conveyance and discharge of utility services including but not limited to water, electricity, gas, telephone and telecommunication services (hereinafter referred to as "the said utility services") to and from the Landlocked Lot through the lot for the proper use and enjoyment of the Landlocked Lot and, for such purposes, the right for the Government, the said Lessees and Tenants, companies providing the said utilities services, its or their officers, contractors, agents, workmen or other persons authorized by it or them, and the Grantee further covenant to permit them, to enter the lot on foot at all reasonable times (except in case of emergency) with or without tools, equipment and machinery to lay, install, inspect, maintain, repair, alter, remove, renew, replace drains, sewers, pipes, cables, ducts, meters and other installations within such part or parts of the lot at such positions, levels and along such routes and alignments and in such manner as the Director may require, specify, authorize or approve.

(c) The Government, its offices, contractors, agents, workmen and any persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights conferred under sub-clauses (a) and (b) of this Special Condition, and no claim for compensation or otherwise shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) The Grantee shall indemnity and keep indemnified the Government, its officers, contractors, agents, workmen and any persons authorized by it or them from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with sub-clauses (a) and (b) of this Special Condition.

Special Condition No.(63)

Set back

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

Special Condition No.(64)

Cutting away

(64) (a) Where there is or has been any cutting away, removal or setting back of any land, or any building-up or filling-in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby agreed to be granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No.(63) hereof.

(c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government, its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence.

(d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative and professional fees and charges.

Special Condition No.(65)

No rock crushing

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

Special Condition No.(66)

Anchor maintenance

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

Special Condition No.(67)

Scheduled Area

(67) The Grantee hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigations will be required. The Grantee further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried out on the lot. The Grantee hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Grantee further acknowledges that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

Special Condition No.(68)

Spoil or debris

(68) (a) In the event of earth, spoil, debris, construction waste or building materials (hereinafter referred to as "the waste") from the lot, or from other areas affected by any development of the lot being eroded, washed down or dumped onto public lanes or roads or into or onto road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties (hereinafter referred to as "the Government properties"), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

(b) Notwithstanding sub-clause (a) of this Special Condition, the Director may (but is not obliged to), at the request of the Grantee remove the waste from and make good any damage done to the Government properties and the Grantee shall pay to the Government on demand the cost thereof.

Special Condition No.(69)

Damage to Services

(69) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or the Yellow Area or the Yellow Stippled Black Area or any part of any of them (hereinafter collectively referred to as "the Services"). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or the Yellow Area or the Yellow Stippled Black Area or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or the Yellow Area or the Yellow Stippled Black Area or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

Special Condition No.(70)

Construction of drains and channels

(70) (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel or Government storm-water drain all storm-water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such storm-water or rain-water.

Connecting drains and sewers

(b) The works of connecting any drains and sewers from the lot to the Government storm-water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be carried out by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed within Government land shall be maintained by the Grantee at his own cost and upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works. The Director may, upon failure of the Grantee to maintain any section of the said connection works which is constructed within Government land, carry out such maintenance works as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

Special Condition No.(71)

Diversion of existing drainage

(71) (a) The Grantee shall at his own expense :-

(i) divert the existing drainage within the lot by providing, laying and constructing on the Pink Hatched Green Area and the Pink Circled Black Area (hereinafter collectively referred to as "the Drainage Reserve Area") and the Yellow Area in such manner, at such levels, with such materials and to such standards, specifications and designs as the Director may approve or require and in all respects to the satisfaction of the Director such drains, sewers, culverts, channels, drainage facilities, manholes with covers, access and pavements as the Director may approve or require and in all respects to the satisfaction of the Director (hereinafter referred to as "the said diversion works"); and

(ii) thereafter maintain, repair and upkeep the drains, sewers, culverts, channels, drainage facilities, manholes with covers, access and pavements provided, laid and constructed by the Grantee in accordance with sub-clause (a)(i) of this Special Condition and all other services running across, through or under the Drainage Reserve Area and the Yellow Area or any part thereof (hereinafter collectively referred to as "the Utilities") in all respects to the satisfaction of the Director until such time as the Utilities or such part or parts thereof shall have been handed over to the Government. The Utilities or such part or parts thereof as specified by the Director shall be handed over to the Government on demand by the Director without any payment or compensation to the Grantee Provided always that the Director shall not be obliged to take possession of the Utilities or any part or parts thereof. The Grantee shall cease to be responsible for the maintenance, repair and upkeeping of the Utilities or such part or parts thereof handed over to the Government in accordance with this sub-clause (a)(ii).

Non-fulfilment

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a)(ii) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) No building works (including site formation works and demolition and removal works referred to in Special Condition No.(2) hereof) shall be commenced on the lot unless and until the said diversion works shall have been completed to the satisfaction of the Director.

(d) (i) No building or structure or support for any building or structure shall be placed or erected on, over, under, above, below or within the Drainage Reserve Area or any part or parts thereof.

(ii) Notwithstanding sub-clause (d)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may impose, the Grantee may erect or permit to be erected on the Pink Hatched Green Area a minor

structure or structures provided that if and when required by the Director, the Grantee shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such structure or structures and reinstate the Pink Hatched Green Area. If the Grantee 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 Grantee shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(e) Prior to the surrender of the Drainage Reserve Area or any part or parts thereof in accordance with Special Condition No.(73)(c) hereof, the Government, the Director and its or his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as "the said authorized persons") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining the Utilities which the Director may require or authorize and the carrying out, inspecting, checking and supervising of the works under sub-clause (d)(ii) of this Special Condition and any other works which the Director may consider necessary in the Drainage Reserve Area. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area and the Yellow Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve Area and the Yellow Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, 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 and the Yellow Area. If the Grantee 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 Grantee shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) Save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and powers, the Government, the Director and the said authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by the Government, the Director or the said authorized persons of the rights conferred under sub-clauses (b), (d)(ii) and (e) of this Special Condition or otherwise, and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) For the avoidance of doubt, in respect of the Pink Circled Black Area, which is the overlapping area of the Drainage Reserve Area and the Waterworks Reserve Area (as defined in Special Condition No.(74) hereof) (which overlapping area is hereinafter referred to as "the Overlapping Area"), the Grantee shall also comply with the requirements as stipulated in Special Condition No.(74) hereof.

(h) For the purpose of the Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(72)

Drainage Impact Assessment

(72) (a) The Grantee shall 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 Drainage Impact Assessment (hereinafter referred to as "the D.I.A.") for all proposed drainage works in connection with the development of the lot or any part thereof.

(b) The technical aspects of the D.I.A. shall be undertaken by a chartered civil engineer or a member of the Hong Kong Institution of Engineers with civil engineering as the specialist discipline.

(c) The D.I.A. shall identify all adverse drainage impact resulting from the development on the lot or any part thereof and the mitigation works therefor. Upon written approval by the Director of the D.I.A., the Grantee shall at his own expense and in all respects to the satisfaction of the Director carry out the mitigation works as approved in writing by the Director and such drainage or other works or measures as the Director may require or approve.

(d) No building works (including site formation works and demolition and removal works referred to in Special Condition No.(2) hereof) shall be commenced on the lot or any part thereof until the D.I.A. has been approved in writing by the Director.

(e) For the purpose of the Special Condition, the expression "Grantee" shall exclude F.S.I.

Special Condition No.(73)

Carving out of the Drainage Reserve Area

(73) (a) The Grantee (which expression shall for the purpose of this sub-clause (a) only exclude his executors, administrators and assigns but include the assigns under the assignment pursuant to Special Condition No.(49) hereof) shall carve out the Drainage Reserve Area or any part or parts thereof by way of a Deed Poll or Deeds Poll in such form and containing such provisions as the Director shall require or approve in writing. The Deed Poll or Deeds Poll shall be registered by the Grantee by Memorial in the Land Registry. No transaction (except a building mortgage under Special Condition No.(48)(d) hereof or such other transactions as the Director may approve in writing) affecting the lot or any part thereof or any building or part of any building erected or to be erected thereon shall be entered into prior to such registration.

Prohibition against alienation of the lot

(b) Save and except as provided in Special Condition Nos.(48)(d) and (49) hereof and in sub-clauses (a) and (c) of this Special Condition, the Grantee shall not assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the lot or any part or parts thereof or any interest therein or enter into any agreement so to do prior to the surrender of the Drainage Reserve Area or any part or parts thereof to the Government in accordance with sub-clause (c) of this Special Condition.

Surrender of the Drainage Reserve Area

(c) The Grantee shall, when called upon by the Director so to do, at his own expense surrender the Drainage Reserve Area or any part or parts thereof with vacant possession to the Government free of costs, consideration and incumbrances in all respects to the satisfaction of the Director and for this purpose the Grantee shall at his own expense and within such time as may be specified by the Director, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require provided that the Government shall not be under any obligation to accept the surrender of the Drainage Reserve Area or any part or parts thereof and the Grantee shall only do so as and when the Government sees fit. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the surrender.

Special Condition No.(74)

Waterworks Reserve Area

(74) (a) No building or structure or support for any building or structure including boundary fences shall be erected or constructed on, over, under, above, below or within and no articles of whatsoever nature shall be placed or stored on or within the area shown coloured pink hatched black on PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") and the Pink Circled Black Area (hereinafter collectively referred to as "the Waterworks Reserve Area").

(b) Notwithstanding sub-clause (a) of this Special Condition, building or structure may be erected or constructed over or above the Pink Hatched Black Area provided that there is a minimum clear space of 8 metres (or such other height limit as the Director may approve) extending vertically upward from the ground level of the Waterworks Reserve Area. The Director's decision as to which level constitutes the ground level for this purpose shall be final and binding on the Grantee.

(c) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorised contractors or licensees, whether with or without tools, equipment, machinery, plant 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 for the purposes of inspecting, laying, operating, maintaining, repairing and renewing any or all Government watermains or waterworks installations now or hereafter running across, through or under the Waterworks Reserve Area.

(d) The Government, the Water Authority and any of the class of persons referred to in sub-clause (c) of this Special Condition shall have no liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (c) of this Special Condition and no claim for compensation or otherwise shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) For the avoidance of doubt, in respect of the Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No.(71) hereof.

Special Condition No.(75)

Protection of railway

(75) (a) Prior to the commencement of any works (including without limitation to site investigation works, piling or other foundation works and other civil engineering and building works) whatsoever on or within the lot or the Green Area or the Yellow Area or the Yellow Stippled Black Area, the Grantee shall consult with the MTR Corporation Limited (hereinafter referred to as "the MTRCL") as agent for the Kowloon-Canton Railway Corporation (hereinafter referred to as "KCRC") so as to advise of the full extent of the proposed works and to ensure that any such works do not damage, interfere with, obstruct or endanger the railway (as defined under the Kowloon-Canton Railway Corporation Ordinance, Chapter 372, and for the purposes of these Conditions, including without limitation, all works, structures, facilities or installations of any proposed or planned railway alignment the subject of any scheme prepared or in the process of preparation pursuant to the Railways Ordinance (Chapter 519) (hereinafter together referred to as the "Railways")) (as to which the decision of the MTRCL shall be conclusive) or the safe operation of the Railways. The Grantee, if required by the Director, shall at his own expense take such precautionary measures to ensure the safety of the Railways as the Director may require.

(b) Any construction activities to be carried out on the lot or the Green Area or the Yellow Area or the Yellow Stippled Black Area shall comply with all Ordinances, By-laws, Regulations, Practice Notes for Authorized Persons and Registered Structural Engineers, Practice Notes for Registered Contractors, and the Environment, Transport and Works Bureau Technical Circulars for the time being in force and relating to the Railways and any subsequent amendments thereto.

(c) The Grantee shall at its own expense comply with all special requirements of the Building Authority, the Director of Fire Services and without limitation any and all other relevant Government and statutory authorities in connection with the construction (including the materials to be used), repair and maintenance of any part or parts of the building or buildings connected or adjacent to or within the railway protection boundaries or areas or any scheme prepared or in the process of preparation pursuant to the Railways Ordinance from time to time.

(d) (i) The Grantee shall not by any act or omission of the Grantee, its employees, agents or contractors cause a nuisance to, damage, interfere with, obstruct or endanger the Railways. In the event that the Railways suffer a nuisance, are interfered with, obstructed, damaged or endangered by any act or omission of the Grantee, its employees, agents or contractors the Grantee shall to the satisfaction of the Director, within any period specified by the Director or the MTRCL, and in accordance with any instruction given by the Director or the MTRCL cease such nuisance, make good any such damage, remove any such interference or take any action specified by the Director or the MTRCL to remove any such endangerment.

(ii) Should the Grantee for any reason fail within the time specified by the Director or the MTRCL to comply with any instruction given by the Director or the MTRCL pursuant to sub-paragraph (i) of this sub-clause the Director may at the cost of the Grantee procure any necessary works or services required, to cease any nuisance, to make good any damage, and to remove any interference or endangerment. Where the Director procures any works or services pursuant to this sub-clause the Grantee shall pay to the Director on demand such sum as the Director shall specify to pay for the works and services procured, such sum shall be determined by the Director and his determination shall be final and binding upon the Grantee.

(iii) In the event that any act or omission of the Grantee, its employees, agents or contractors shall cause any injury, loss or damage to the Railways or to either or both of KCRC or MTRCL or any passenger, employee, agent or contractor of either or both of KCRC or MTRCL, the Grantee shall pay to the Director on demand such sum of money as shall be required to make good such loss or damage, or to recompense or to compensate the injured passenger, employee, agent or contractor for any such injury.

(e) The Grantee shall at all times permit the Director, the MTRCL and their duly authorized officers, employees, agents, servants and contractors the right of ingress, egress and regress to, form and through the lot or any part thereof and any building or buildings erected or to be erected thereon or the Green Area or the Yellow Area or the Yellow Stippled Black Area with or without tools, vehicles, machinery or equipment to carry out works and for the purposes of any survey, renovation, inspection, monitoring, repairing, examination, maintenance, improvement or development in connection with the Railways. The Director and his duly authorized officers, employees, agents,

servants and contractors shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise of the rights conferred under this sub-clause (e) and no claim shall be made against him or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

Special Condition No.(76)

Supervisory and overhead charges

(76) Wherever in these Conditions it is provided that :-

(a) the Government or its duly authorized officers shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the Grantee or on the failure of the Grantee to carry out such works or otherwise) at the cost of the Grantee or that the Grantee shall pay or repay to the Government or to its duly authorized officers on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the Government or by its duly authorized officers; or

Prior approval or consent

(b) the prior approval or consent of the Government or its duly authorized officers is required, they may give the approval or consent on such terms and conditions as they see fit or refuse it at their absolute discretion.

Special Condition No.(78)

No grave or columbarium permitted

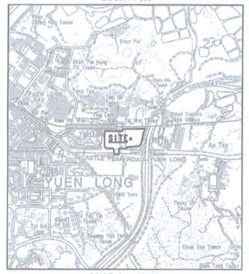
(78) No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

SUMMARY OF LAND GRANT
批地文件的摘要

Plan annexed to the land grant

PLAN I

LOCATION



SCALE 1 : 20000

SIDE	DISTANCE IN METRES	BEARING ° ' "	PI.	CORNER MARKED BY
A Z	130.850	90 04 42		
Z Y	16.765	0 04 42		
Y B	25.365	90 02 00		
Chord B C	99.660	88 41 33		
C D	40.409	90 23 57		
D E	2.797	20 37 31		
E F	10.448	86 02 29		
F G	12.977	198 49 02		
G H	27.861	198 12 08		
H J	52.504	191 58 51		
J K	33.415	195 00 25		
K L	10.021	201 26 38		
L M	8.861	225 39 14		
M N	12.190	236 41 56		
N S	8.024	271 27 35		
Chord S T	23.821	264 28 04		
Chord T AA	52.870	262 39 12		
Chord AA AB	8.894	224 17 48		
AB AC	3.088	181 05 29		
AC AD	62.943	271 05 29		
Chord AD X1	47.037	175 52 41		
X1 Y1	38.830	270 00 00		
Chord Y1 AE	47.706	354 07 32		
AE AF	53.975	270 47 17		
AF AG	18.461	319 38 40		
AG AH	109.677	0 00 21		
AH A	9.227	50 21 24		
AJ AK	12.387	111 40 00		
AK AL	12.818	201 18 18		
AL AM	12.277	288 44 10		
AM AJ	13.447	20 45 00		

CURVE DATA

Arc BC = 99.669m	Radius =2043.220m	Δ = 2°48'58"	
Arc ST = 23.880m	Radius = 97.850m	Δ = 13°58'58"	
Arc TAA = 52.949m	Radius = 302.757m	Δ = 10°01'11"	
Arc AABAB = 9.787m	Radius = 6.498m	Δ = 86°24'14"	
Arc ADX1 = 47.251m	Radius = 143.229m	Δ = 18°54'06"	
Arc Y1AE = 46.130m	Radius = 104.829m	Δ = 26°21'22"	

SPECIAL CONDITIONS REFER

POINTS X , Y , Z
X1 , Y1 , Z1
P , Q , R
P1 , Q1 , R1
U , V , W
U1 , V1 , W1

P Hatched Black – Pink Hatched Black

P Hatched G – Pink Hatched Green

P Circled Black – Pink Circled Black

P Stippled Black – Pink Stippled Black

P Triangulated Black – Pink Triangulated Black

G – Green

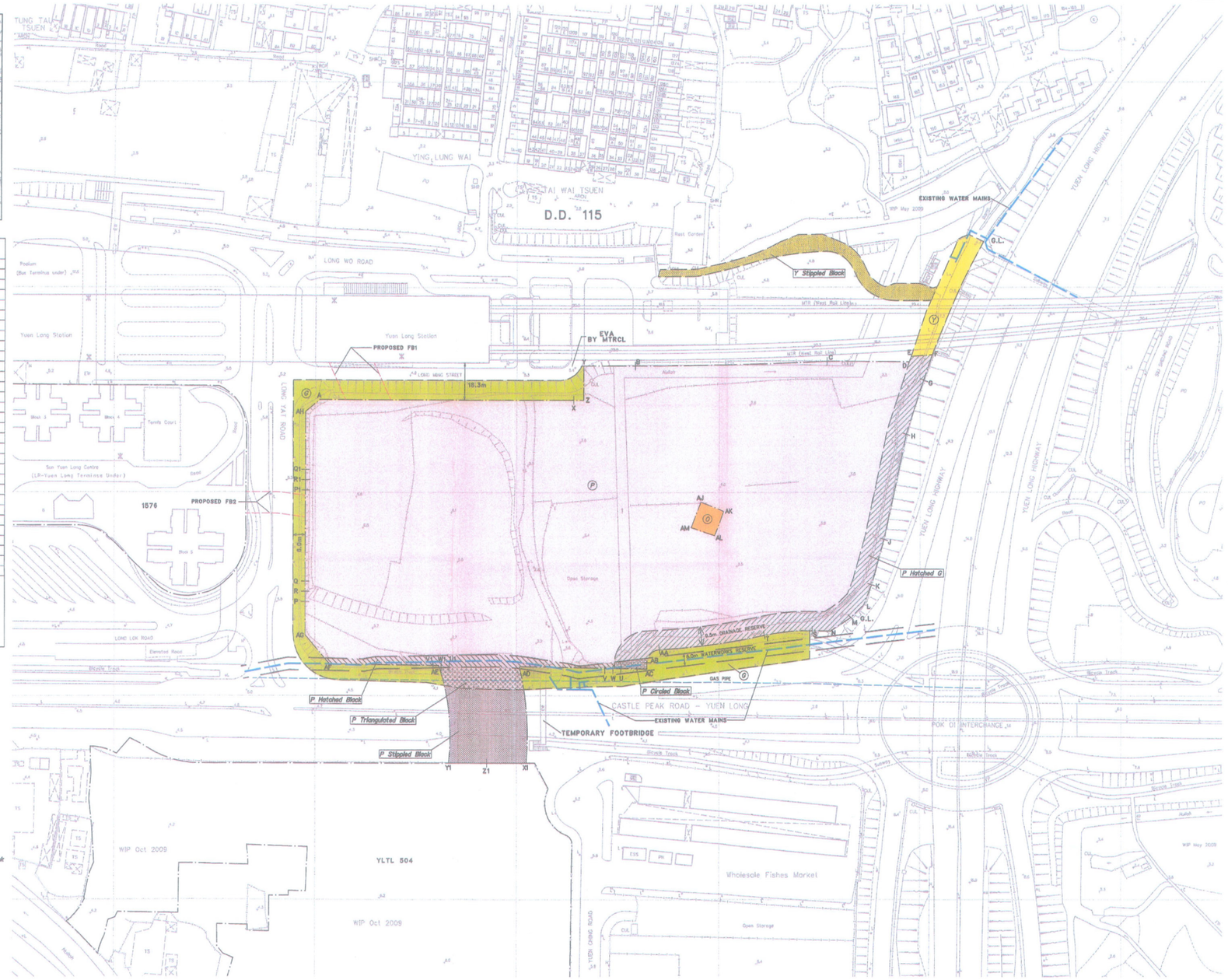
Y – Yellow

Y Stippled Black – Yellow Stippled Black

O – Orange

PROPOSED FOOTBRIDGES

P – Pink



COLOURED PINK, PINK HATCHED BLACK, PINK HATCHED GREEN AND PINK CIRCLED BLACK AREA 38 790 SQUARE METRES (ABOUT)
COLOURED PINK STIPPLED BLACK AND PINK TRIANGULATED BLACK AREA (IN RELATION TO THE AIRSPACE BETWEEN THE LEVELS AS REFERRED TO IN THE SPECIAL CONDITIONS) 1 810 SQUARE METRES (ABOUT)

SCALE 1 : 1000

METRES 20 0 20 40 60 80 100 METRES

AQ23

A. 「發展項目」所在土地之地段編號：元朗市地段第507號餘段。

B. 元朗市地段第507號之批地文件：新批地文件第20873號(「批地文件」)。

C. 「批地文件」之批租年期：由2010年3月1日開始為期50年。

D. 適用於該土地的用途限制；按規定須興建並提供予政府或供公眾使用的設施；有關承授人在該土地內外鋪設、塑造或作環境美化的任何範圍，或興建或維持任何構築物或設施的責任；及對買方造成負擔的租用條件。

以下詞語或字句將採用下列載於「批地文件」的釋義：

「香港」
指香港特別行政區；

「政府」
指香港特別行政區政府；

「署長」
指地政總署署長；

「承授人」
於「此等條款」包括訂立及簽立「批地文件」的人士；如上下文意允許或規定則包括其遺囑執行人、遺產管理人及受讓人；如屬公司則包括其繼承人及受讓人；

「該地段」
除上下文意另行指定外，指「批地文件」的「地段詳情表」訂明的地段；

「此等條款」
在所有情況下均指及包括「批地文件」的批地一般條款與批地特別條款；

「邊註」
「此等條款」的邊註概不可視作「此等條款」一部份，亦不影響其詮釋或解釋。

第4條批地一般條款

「承授人」作出彌償

4. 如「承授人」違反「此等條款」，或「承授人」導致毗連或毗鄰土地或地段受損或出現泥土或地下水污染，而「署長」認為(其意見將作終論並對「承授人」約束)有關損害或泥土或地下水污染乃因「承授人」使用該地段或於該處任何發展項目或重建項目或其任何部份又或「承授人」於該地段進行任何活動或執行任何工程所致，則不論「承授人」使用該地段、發展、重建、進行活動或執行工程乃遵從或違反「此等條款」，「承授人」亦必須就任何由此招致或產生的訴訟、法律程序、責任、索求、費用、開支及損失(不論屬經濟或其他性質)向「政府」作出彌償，並確保其獲彌償保障。

第6條批地一般條款

維修

6. (a) 「承授人」應在遵照「此等條款」已建造或重建(本詞指下文(b)款所預期的重建工程)的整個批租期：

(i) 依照經批核的設計、布局或高度和任何核准建築圖則維修所有建築物，不作任何更改或修改；及

(ii) 維修現已或此後將會按照「此等條款」或日後任何合約修訂條文建造的所有建築物至維修充足及良好狀態，以及在批租期屆滿或提前終止時以維修充足及良好狀態交還此等建築物。

(b) 如於批租期內任何時間拆卸該地段或其任何部份的現有建築物，「承授人」必須另建良好健全而樓面總面積最少相等的同類型建築物替代，或經「署長」批核類型及價值的建築物替代。倘如上所述拆卸建築物，「承授人」應在拆卸後一個曆月內向「署長」申請同意於該地段進行重建。「承授人」接獲同意書後，必須在三個曆月內展開必要的重建工程，並於「署長」指定的期限內以「署長」滿意的方式完成重建。

第8條批地一般條款

私家街、私家路及後巷

8. 「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本文協定批授的該地段範圍。無論屬何情況，此等私家街、私家路及後巷必須在「政府」規定時免費交還「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(包括污水和雨水渠)、渠道及路燈建設工程，費用則由「承授人」支付，其後則以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批授的該地段一部份，「承授人」應自費在該處提供照明、路面、路緣石、排水渠、渠道和進行維修工程，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及維修工程，「承授人」須承擔路燈安裝工程資本開支，並且允許工人及車輛自由進出該批租地段範圍，以便安裝及維修路燈。

第(5)條批地特別條款

「綠色範圍」平整工程

(5) (a) 「承授人」須：

(i) 於2017年3月31日(或「署長」批准的其他日期)或之前，自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 鋪設及平整(A)在本文所夾附「圖則I」以綠色顯示的日後擬建公共道路範圍及(B)在本文所夾附「圖則I」以粉紅色間三角黑線顯示而構成「第一區」(釋義以第(18)(a)條批地特別條款所訂為準)一部份的日後擬建公共道路範圍(上述綠色範圍及粉紅色間三角黑線範圍以下統稱「綠色範圍」)；及

(II) 提供及建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色範圍構築物」)；

以便於「綠色範圍」建造建築物和供車輛及行人往來。

(ii) 於2017年3月31日(或「署長」批准的其他日期)或之前，自費以「署長」滿意的方式在「綠色範圍」鋪設表面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及

(iii) 自費維修「綠色範圍」和「綠色範圍構築物」及在該處建造、安裝及提供之所有構築物、表面、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、道路標記及機器，以令「署長」滿意，直至「綠色範圍」或其任何部份按照本文第(6)條批地特別條款交回「政府」為止。

「綠色範圍」平整工程(不履責)

(b) 如「承授人」不履行本批地特別條款(a)款所訂的「承授人」責任，「政府」可執行必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

「綠色範圍」工程不予補償

(c) 倘因「承授人」履行本批地特別條款(a)款所訂之「承授人」責任或「政府」行使本批地特別條款(b)款所訂權利等導致或連帶「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概無需承擔責任。「承授人」不可基於上述損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償。

(d) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。

SUMMARY OF LAND GRANT
批地文件的摘要

第(6)條批地特別條款

「綠色範圍」之管有權

(6) 茲為執行本文第(5)條批地特別條款所訂的必要工程，「承授人」將於本「協議」生效日獲授予「綠色範圍」之管有權。「承授人」應在被要求時將「綠色範圍」或其任何部份交還「政府」，而於任何情況下「綠色範圍」亦會被視為於「署長」發函說明「承授人」已以其滿意的方式全面履行「此等條款」當日交還「政府」。「承授人」管有「綠色範圍」或其任何部份期間，須允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」，並確保不會因為執行本文第(5)條批地特別條款規定的工程或其他工程而干預或阻礙此等通行權。

第(7)條批地特別條款

「綠色範圍」之使用限制

(7) 如非事前獲「署長」書面同意，「承授人」不得使用「綠色範圍」或其任何部份作儲物或搭建任何臨時構築物又或執行並非本文第(5)條批地特別條款所訂工程的任何其他用途。

第(9)條批地特別條款

「黃色範圍」及「黃色加黑點範圍」平整工程

(9) (a) (i) 「承授人」應在2011年12月31日(或「署長」批准的其他日期)或之前，在本文第(71)(a)(i)條批地特別條款所訂的必要工程完竣後，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，以全面令「署長」滿意在本文所夾附「圖則I」以黃色顯示的日後擬建公共道路範圍(以下簡稱「黃色範圍」)進行鋪設、平整工程和鋪築表面及排水渠，並且提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「黃色範圍構築物」)，以便於「黃色範圍」建造建築物及供車輛和行人往來。

(ii) 如「署長」規定，「承授人」應在2011年3月31日(或「署長」批准的其他日期)或之前，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，以全面令「署長」滿意在本文所夾附「圖則I」以黃色加黑點顯示的日後擬建公共道路範圍(以下簡稱「黃色加黑點範圍」)進行鋪設、平整工程和鋪築表面及排水渠，並且提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「黃色加黑點範圍構築物」)，以便於「黃色加黑點範圍」建造建築物及供車輛和行人往來。

(b) 「承授人」應自費維修「黃色範圍」、「黃色加黑點範圍」及「黃色範圍構築物」、「黃色加黑點範圍構築物」和在該處興建之任何其他構築物，以令「署長」滿意，直至「黃色範圍」及「黃色加黑點範圍」或其任何部份按照本文第(10)條批地特別條款交回「政府」為止。

「黃色範圍」及「黃色加黑點範圍」平整工程(不履責)

(c) 如「承授人」不履行本批地特別條款(a)或(b)款所訂的「承授人」責任，「政府」可執行必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

「黃色範圍」及「黃色加黑點範圍」工程不予補償

(d) 倘因「承授人」履行本批地特別條款(a)及(b)款所訂之「承授人」責任或「政府」行使本批地特別條款(c)款所訂權利等導致或連帶「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概無需承擔責任。「承授人」不可基於上述損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償。

(e) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。

第(10)條批地特別條款

「黃色範圍」之管有權

(10) (a) 茲為執行本文第(9)(a)(i)及(9)(b)條批地特別條款所訂的必要工程，「承授人」將於本「協議」生效日獲授予「黃色範圍」之管有權。「承授人」應在被要求時將「黃色範圍」或其任何部份交還「政府」，而於任何情況下「黃色範圍」或其任何部份亦會被視為在「署長」發函指定的一個或多個日期交還「政府」，惟「政府」毋須必定收回「黃色範圍」或其任何部份之管有權。「承授人」管有「黃色範圍」或其任何部份期間，須允許所有「政府」及公共車輛和行人於任何合理時間進出及通行相關範圍，並確保不會因為執行本文第(9)條批地特別條款等規定的工程或其他工程而干預或阻礙此等通行權。

「黃色加黑點範圍」之管有權

(b) 茲為執行本文第(9)(a)(ii)及(9)(b)條批地特別條款所訂的必要工程，倘本文第(9)(a)(ii)條批地特別條款指定拓建「黃色加黑點範圍」，「承授人」將在「署長」指定的日期獲授予「黃色加黑點範圍」之管有權。「承授人」應在被要求時將「黃色加黑點範圍」或其任何部份交還「政府」，而於任何情況下「黃色加黑點範圍」或其任何部份亦會被視為在「署長」發函指定的一個或多個日期交還「政府」，惟「政府」毋須必定收回「黃色加黑點範圍」或其任何部份之管有權。「承授人」管有「黃色加黑點範圍」或其任何部份期間，須允許所有「政府」及公共車輛和行人於任何合理時間進出及通行相關範圍，並確保不會因為執行本文第(9)條批地特別條款等規定的工程或其他工程而干預或阻礙此等通行權。

第(11)條批地特別條款

「黃色範圍」及「黃色加黑點範圍」之使用限制

(11) 如非事前獲「署長」書面同意，「承授人」不得在「黃色範圍」及「黃色加黑點範圍」或其任何部份儲物或搭建任何臨時構築物又或並非執行本文第(9)條批地特別條款等所訂工程的任何其他用途。

第(13)條批地特別條款

建築契諾

(13) 「承授人」須發展該地段，即全面遵照「此等條款」和在任何時間於香港生效的所有建築、衛生及規劃條例、附例和規例，在該處建造一座或多座建築物。上述的一座或多座建築物應在2017年3月31日或之前建成並適宜佔用。

第(14)條批地特別條款

用途

(14) (a) 該地段或其任何部份或現已或將會建於該處的任何建築物或建築物部份除作非工業用途(酒店、加油站及貨倉例外)外概不可作任何其他用途。

(b) 跨越本文所夾附「圖則I」以粉紅色加黑點及粉紅色間三角黑線顯示的範圍而超出「香港主水平基準」10.0米至36.6米水平的空域(以下簡稱「空域」)，除建造「擬建天橋」(釋義以本文第(40)條批地特別條款所訂為準)或「署長」以書面批准的其他用途外，不可作任何其他用途。「空域」構成該地段一部份，而為免存疑現聲明就「此等條款」而言，任何現已或將會於「空域」(包括「擬建天橋」)內興建的建築物將被視為現已或將會於該地段興建的建築物。

第(15)條批地特別條款

樹木保育

(15) 如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，概不可移除或干預任何現於該地段或毗連土地生長的樹木。

第(16)條批地特別條款

園景美化

(16) (a) 「承授人」應提交或達致提交園景設計總圖予規劃署署長，述明該地段的園景美化建議，以供審批。

(b) 園景設計總圖比例應為1：500或更大，並須載明園景美化建議資料，包括現有樹木普查及處理方案、地盤布局和平整面標高、房屋發展概念模式、園景建築工程區及花卉樹木種植工程區圖解佈局，以及規劃署署長指定的其他資料。在先根據本文第(15)條批地特別條款獲得樹木保育建議書批准（如需要者）前，不得在該地段或其任何部份展開任何地盤平整工程。該地段或其任何部份如須進行任何上層結構工程，須先遞交相關建議書並獲規劃署署長書面批准，方可動工。於「此等條款」，「地盤平整工程」的釋義以《建築物條例》及其附屬規例和任何相關修訂法例所訂為準。

(c) 「承授人」應自費按照經批核的園景設計總圖在該地段進行園景美化，如非事前獲規劃署署長書面同意，不得作任何修改、更改、改動、改變或取代。

(d) 嗣後，「承授人」應自費保養和保養園景美化工程，以維持其安全、清潔、整齊、整潔、有用及健康，全面令規劃署署長滿意。

(e) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。

第(17)條批地特別條款

發展條款

(17) 在不抵觸「此等條款」規定的情況下，該地段或其任何部份發展或重建（本詞純粹指第6條批地一般條款預期的重建工程）時：

遵從《建築物條例》

(a) 現已或將會建於該地段的任何一座或多座建築物必須全面遵從《建築物條例》、其任何附屬規例及相關修訂法例的規定；

遵從《城市規劃條例》

(b) 於該地段、其任何部份或「此等條款」所訂該地段外任何地方興建任何一座或多座建築物，又或發展或使用該地段、其任何部份或「此等條款」所訂該地段外任何地方，必須全面遵從《城市規劃條例》、其任何附屬規例及相關修訂法例的規定，否則不得興建；

樓面總面積

(c) (i) 任何現已或將會建於該地段的一座或多座建築物（為免存疑，現聲明包括現已或將會建於「空域」內的任何一座或多座建築物）樓面總面積不可大於227,467平方米，亦不可小於136,481平方米；

(ii) 任何現已或將會建於該地段的一座或多座建築物（不包括現已或將會建於「空域」內的任何一座或多座建築物）樓面總面積不可大於226,017平方米，亦不可小於135,611平方米；

(iii) 任何現已或將會建於「空域」內的任何一座或多座建築物樓面總面積不可大於1,450平方米；

樓面總面積（住宅用途）

(d) (i) 任何現已或將會建於該地段作住宅用途的一座或多座建築物樓面總面積不可大於171,747平方米，亦不可小於103,049平方米；

樓面總面積（住宅以外用途）

(ii) 任何現已或將會建於該地段設計作為或擬作非工業用途（不包括住宅、酒店、加油站及貨倉）的一座或多座建築物樓面總面積不可大於55,720平方米，亦不可小於33,432平方米；

(iii) 本批地特別條款(d)(ii)款所載的樓面總面積中，任何現已或將會建於該地段設計作為或擬作非工業用途（不包括住宅、酒店、加油站及貨倉）的一座或多座建築物樓面總面積（不包括(I)「空域」內的樓面總面積；(II)第(21)條批地特別條款所界定的「社區會堂」的樓面總面積；(III)第(33)條批地特別條款所界定的「安老院」的樓面總面積；及(IV)第(34)條批地特別條款所界定的「運輸交匯處」的樓面總面積）不可大於42,280平方米；及

設計、分佈及高度

(e) 任何現已或將會建於該地段的一座或多座建築物的設計、分佈及高度必須經「署長」書面批准，獲得相關批准之前概不可在該地段展開任何建造工程（地盤平整工程及本文第(2)條批地特別條款訂明的拆卸和清理工程除外）。於「此等條款」，「建造工程」的釋義以《建築物條例》及其附屬規例和任何相關修訂法例所訂為準。

第(18)條批地特別條款

「空域」上下之土地及空域

(18) (a) 為免存疑，現聲明：

(i) 位於「空域」之下和在本文所夾附「圖則I」以粉紅色加黑點及粉紅色間三角黑線顯示範圍（以下簡稱「第一區」）的該土地所有部份；及

(ii) 位於「空域」之上和在本文所夾附「圖則I」以粉紅色加黑點及粉紅色間三角黑線顯示範圍（以下簡稱「第二區」）（「第一區」及「第二區」以下統稱「該等區域」）內的所有空域，

並不屬於該地段一部份，而「承授人」並無「該等區域」的擁有、管有權或使用的權利或業權。除依照本文規定外，「承授人」不得在「該等區域」興建或建造或放置任何建築物或構築物或物件。

(b) 為免存疑，現聲明「政府」有權使用或允許、達致他人使用「該等區域」或其任何部份作其全權酌情決定的任何用途，不論作公共行車及行人道路或其他用途。「承授人」或任何其他人士均不可因為「政府」就「該等區域」行使任何權利或因為或鑒於使用「該等區域」作任何用途，不論作公共行車及行人道路或其他用途而對「政府」行使任何權利或索償，不論根據任何成文法則或其他。

第(19)條批地特別條款

「該等區域」內之「構築物」及「保護措施」

(19) (a) 「承授人」應自費按「署長」訂明的方式、位置、物料、標準、設計及水平，在「署長」指定的期限內以達至「署長」全面滿意的程度：

(i) 在「該等區域」興建及建造「署長」認為必要（其決定將作終論並對「承授人」有約束力）的構築物（以下簡稱「構築物」）以支撐「擬建天橋」（釋義以本文第(40)條批地特別條款所訂為準）；及

(ii) 於該地段及「該等區域」內建造、興建、安裝及提供「署長」認為必要（其決定將作終論並對「承授人」有約束力）的保護措施，包括屏障及圍欄（以下簡稱「保護措施」），以保護「構築物」或防止「構築物」因撞擊或其他理由而受任何性質的損壞。

維修「構築物」及「保護措施」

(b) 「承授人」應在本文協定的整個批租年期內自費維修和修理「構築物」及「保護措施」，以全面令「署長」滿意。

損壞

(c) (i) 如發現「擬建天橋」（釋義以本文第(40)條批地特別條款所訂為準）、「構築物」及「保護措施」（「擬建天橋」、「構築物」及「保護措施」以下統稱「擬建天橋保護支承件」）有任何缺點或於任何情況下受損，或倘「署長」認為（其決定將作終論並對「承授人」有約束力）「擬建天橋保護支承件」對「該等區域」或位於或行經該處任何人等、車輛或其他財產不安全或危險，「承授人」須自費以「署長」全面滿意的程度，在「署長」指定的期限內對「擬建天橋保護支承件」進行修理或補救工程或其他必需或「署長」規定的工程。

(ii) 如因任何事故，包括但不限於「擬建天橋保護支承件」結構不良、失修或維修不善、倒塌或瓦礫泥頭或其他物件於「擬建天橋保護支承件」建造期間或其後從該處墜下，以致「該等區域」受損或「署長」認為（其決定將作終論並對「承授人」有約束力）可能受損，「承授人」須自費以至「署長」全面滿意，在「署長」指定的期限內對「該等區域」進行所有修理、建造或重建工程或其他必需或「署長」規定的工程。然而，茲毋損「政府」可根據本「協議」或在法律上享有的任何其他權利和補償權，「署長」可毋須通知「承授人」或說明理由，自行決定執行本款訂明必須執行的工程或其任何部份，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等工程費用（包括但不限於拆卸及清理泥頭的費用）的款項，金額由「署長」釐定，而其決定將作終論並對「承授人」有約束力。

(iii) 倘因「該等區域」進行任何工程或使用「該等區域」作公共道路或其他用途而導致或引起任何損失、損害、滋擾或騷擾、索償、需索、訴訟或其他法律程序，「政府」、其傭僕、人員、代理及承辦商概毋須就此向「承授人」、其傭僕、代理、受許可人、訪客、工人、承辦商和任何其他人士或人等承擔責任。

(iv) 倘「承授人」、其傭僕、代理、受許可人、訪客、工人及承辦商因為或因應興建、建造、使用、維修、修理、更改、拆卸、清理及重建「擬建天橋保護支承件」而作出或遺漏作出任何事宜，以致引起或導致任何性質的責任、索償、費用、訴訟、需索及法律程序，「承授人」時刻均須就此向「政府」、其傭僕、人員、代理及承辦商作出彌償並確保彼等被彌償。

不履責

(d) 如「承授人」不履行本批地特別條款(a)、(b)及(c)(i)款所訂的「承授人」責任，「署長」可執行必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(e) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。

第(20)條批地特別條款

「該等區域」之通行權

(20) (a) 於本文協定的整個批租年期內，如事前獲「署長」書面同意並在不抵觸其制訂的條款與條件的情況下，「承授人」及其承辦商可攜帶工具、設備、機器與否或駕車進入、行經及通行「該等區域」或其任何部份，以執行「此等條款」所訂的「承授人」責任。

防止「該等區域」受損

(b) 於本文協定的整個批租年期內任何時間，特別是不論依照「此等條款」規定與否進行任何拆卸、修復、建造、修理、維修、更改及拆除工程或其他工程時（以下簡稱「該等工程」），「承授人」：

(i) 不可干預「該等區域」上、內或毗鄰的任何公共道路、行人徑、公用事業設施及相關工程或任何其他構築物和裝置或該處的任何車輛或行人交通或其他用途；及

(ii) 採取完善及充足的預防措施，防止「該等區域」上、內或毗鄰的任何公共道路、行人徑、公用事業設施及相關工程或任何其他構築物和裝置受損，以及防止使用「該等區域」或任何毗鄰處所的人士受傷或車輛受損，並且自費以達至「署長」全面滿意的程度修復因「承授人」、其租客、受許可人、代理、傭僕、承辦商和工人不論是否於執行「該等工程」等期間對「該等區域」上、內或毗鄰的任何公共道路、行人徑、公用事業設施及相關工程或任何其他構築物和裝置造成的損害，此外並須對因為實施「該等工程」或有關該等損壞或受損所引起或招致的所有責任、索償、費用、收費、訴訟或法律程序向「政府」、其人員、代理、承辦商、工人或其他獲妥為授權人士作出彌償並確保彼等被彌償。

(c) 如「承授人」不履行本批地特別條款(b)款所訂的「承授人」責任，「署長」可執行必要的工程，費用由「承授人」承擔。「承授人」須於接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。於本款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。

第(21)條批地特別條款

提供「政府樓宇」

(21) (a) 「承授人」應自費以達至「署長」全面滿意的程度及良好工藝，按照本文所夾附「工程規格附表」（以下簡稱「工程規格附表」）及根據本文第(22)(a)條批地特別條款批核的圖則，於該地段內興建、建造和提供以下樓宇：

(i) 一個社區會堂：(I)樓面總面積不超過1,287平方米及(II)淨作業樓面面積不可小於593平方米（以下簡稱「社區會堂」）；

(ii) 兩個車位供停泊根據《道路交通條例》、其附屬規例及相關修訂法例持牌而屬於「社區會堂」佔用人和彼等真正訪客、來賓或賓客的車輛；每個車位面積最少2.5米闊，5.0米長，淨空高度最少2.4米，並須位於「社區會堂」附近；及

(iii) 兩個上落車位供「社區會堂」相關車輛上落客貨；每個客貨上落車位面積最少3.5米闊，11.0米長，淨空高度最少4.7米，並須位於「社區會堂」附近，此等樓宇必須在2017年3月31日或之前建成並適宜佔用及運作。此等樓宇連同「署長」全權酌情指定（「署長」的決定將作終論並對「承授人」有約束力）供該處專用的其他地方、設施、服務及裝置，以下統稱「政府樓宇」。

「政府」有權更改「政府樓宇」用途

(b) 「政府」現保留絕對酌情權利隨時更改或改動「政府樓宇」或其任何部份的用途。

釐定淨作業樓面面積

(c) (i) 茲為釐定「政府樓宇」任何部份的淨作業樓面面積，除非另有說明，否則淨作業樓面面積將視作包含「工程規格附表」詳列「政府樓宇」部份內所有房間及空間的淨樓面總面積，但不包括任何構築物及間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所設施所佔用空間及電梯與空調系統等機電服務。

淨樓面面積的定義

(ii) 於本批地特別條款，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍內由該處已整飾或概念性牆壁表面、獨立柱或牆柱之間量度所得的面積。

第(22)條批地特別條款

「政府樓宇」圖則

(22) (a) (i) 「承授人」應向「署長」提交或達致他人提交「政府樓宇」的圖則以供書面批核。「政府樓宇」圖則應註明「政府樓宇」的水平、位置及設計詳情，以及「署長」要求的任何其他詳細資料。

(ii) 「政府樓宇」圖則獲批准後，除非事前獲「署長」書面批准或「署長」規定，否則「承授人」不得將其改動、更改、修訂、修改或取代。

(iii) 根據本批地特別條款(a)款批核的「政府樓宇」圖則將被視作已包含「署長」事後批准或規定的改動、更改、修訂、修改或取代內容。

不得進行建築工程等

(b) 「署長」根據本批地特別條款(a)款規定批核「政府樓宇」的圖則前，該地段不可進行任何建築工程（本文第(2)條批地特別條款訂明的地盤平整工程及清拆工程除外）。

第(23)條批地特別條款

修訂「工程規格附表」

(23) (a) 「署長」有權按其全權酌情視為恰當，改動、更改、修訂、修改或取代「工程規格附表」。

(b) 除非事前徵得「署長」書面批准，「承授人」不可改動、更改、修訂、修改或取代「工程規格附表」。

(c) 「署長」根據本批地特別條款(a)款進行或「承授人」按照本批地特別條款(b)款規定經「署長」批准進行的「工程規格附表」改動、更改、修訂、修改或取代項目，一律視作已納入「工程規格附表」並構成其一部份。

第(24)條批地特別條款

監察「政府樓宇」建造工程

(24) (a) 「署長」可全權酌情指定「政府」部門人員（以下簡稱「政府人員」）概括監管「政府樓宇」的設計、建造、裝配及完工，同時監察其建造、裝配及完工情況（以下統稱「建造工程」），以確保「政府樓宇」的「建造工程」按照「此等條款」實施。

(b) 「承授人」就其知悉或其傭僕、代理、承辦商及工人知悉任何影響或關乎「政府樓宇」或其任何部份或「政府樓宇」或其任何部份「建造工程」的狀況、限制、規定及資訊，必須即時通知「政府人員」，並須提供所有圖則、工地記錄、通知書、函件、證書、批准書及資料，並且在「政府人員」要求時提供所有必要支援和充分合作。

(c) 「承授人」應不時通知「署長」及「政府人員」其何時可向建築事務監督申領「政府樓宇」或其任何部份的相關「佔用許可證」或「臨時佔用許可證」。

(d) 「政府人員」行使本批地特別條款(a)款所賦予權力而招致或引起任何性質費用、索償、需索、收費、損害、訴訟或法律程序，「政府」及「署長」概不承擔任何責任。

(e) 「承授人」須就「政府樓宇」或其任何部份「建造工程」所招致或引起的任何性質的責任、費用、開支、索償、訴訟、需索及法律程序向「政府」及「署長」彌償。

第(25)條批地特別條款

算定損害賠償

(25) (a) 除向「政府」支付其規定的任何其他款項外，而茲毋損「此等條款」賦予「政府」的權利或「政府」的其他權利，倘「承授人」未能在本文第(21)(a)條批地特別條款所訂的日期達「署長」滿意的程度完成「政府樓宇」並使其達致適合佔用及作業，「承授人」須於「政府」需索時向「政府」付款，有關款項為算定損害賠償而非罰款，該款項計算率為每日港幣20,400.00元，由本文第(21)(a)條批地特別條款訂明的日期翌日開始，直至並包括「署長」根據本文第(26)(b)條批地特別條款所發出竣工證明書訂明的日期。

(b) 為免存疑，現協議及聲明儘管「政府」收取上述任何算定損害賠償，本文訂明「承授人」仍須履行及遵守之餘下責任亦概不免除。

第(26)條批地特別條款

「政府樓宇」之完工證明書

(26) (a) 「政府樓宇」或有關部份落成後十四(14)日內，「承授人」應向「署長」提交由「承授人」就該地段發展項目所聘用之「認可人士」(釋義以《建築物條例》、任何附屬規例及任何相關修立法例所訂為準)簽發的證明書，證明已依照「此等條款」建成「政府樓宇」或有關部份。

(b) 如「署長」認為（其有關決定將作終論並對「承授人」有約束力）「政府樓宇」已以達其滿意建成並適合佔用及作業，便會就此向「承授人」發出完工證明書。然而，「署長」可全權酌情就其認為已達其滿意建成並適宜佔用和運作的「政府樓宇」部份簽發完工證明書。

(c) 儘管「署長」簽發完工證明書，本文第(24)(e)及(30)條批地特別條款訂明「承授人」應有的責任和「此等條款」指定其仍須履行及遵守的其他責任亦不會因此免除。

第(27)條批地特別條款

轉讓「政府樓宇」

(27) (a) 儘管本文另有相反規定，「承授人」應在「署長」作出要求時，無需代價自費及以不帶任何產權負擔的形式，向根據《財政司司長法團條例》、其附屬規例及任何相關修訂法例成立為單一法團之「財政司司長法團」(以下簡稱「財政司司長法團」；如上下文意允許，「財政司司長法團」一詞之釋義包括其繼承人及受讓人）轉讓本批地特別條款(b)款所訂的不分割份數及空置管有權，以及使用、佔用和享用「政府樓宇」的專有權利，「承授人」須於「署長」書面指定的期間內完成轉讓已根據本文第(26)(b)條批地特別條款獲發完工證明書的「政府樓宇」或其任何部份。

(b) 依照本批地特別條款(a)款轉讓予「財政司司長法團」的該地段整體不分割份數數額，將由「署長」根據「政府樓宇」樓面總面積佔現已或將會建於該地段內所有建築物樓面總面積的比例釐定。「署長」的有關決定將作終論並對「承授人」有約束力。

(c) 在「署長」要求時（不論「承授人」是否根據本批地特別條款(a)款所訂被要求轉讓），「承授人」須向「署長」提交或達致他人提交「政府樓宇」或其任何部份的轉讓契約，以供「署長」書面批核。轉讓契約應採取「署長」指定或批准的格式並載明指定條款。

(d) 「政府樓宇」或其任何部份的轉讓交易完成時，「承授人」須自費向「財政司司長法團」提交一套該地段契約及文件的正本或核證文本，以及由「承授人」律師填妥並以證明書核實的「政府樓宇」或其有關部份的轉讓契約之註冊摘要。於土地註冊處註冊轉讓契約的所有應繳費用一律由「承授人」獨力承擔。

第(28)條批地特別條款

「政府樓宇」之管有權

(28) 「署長」有權在根據本文第(27)條批地特別條款轉讓「政府樓宇」之前，隨時要求交付已根據本文第(26)(b)條批地特別條款簽發完工證明書的「政府樓宇」或其「署長」規定之部份之空置管有權。「承批人」須於接獲要求時，將其交予「政府」，以供「政府」按照「署長」視為恰當的條款與條件專用、佔用、運作或裝修。

第(29)條批地特別條款

維修「政府樓宇」

(29) (a) 茲毋損本文第(30)條批地特別條款之規定，「承授人」必須自費保養至「署長」全面滿意「政府樓宇」和該處各屋宇裝備裝置，以保持其狀態良好，直至本文第(30)(a)條批地特別條款訂明的「保養期」屆滿為止。

(b) 茲純粹就本批地特別條款而言，「承授人」一詞不包括其受讓人但包括本文第(49)條批地特別條款所載的承讓人。

第(30)條批地特別條款

保修責任

(30) (a) 「政府樓宇」及該處各屋宇裝備裝置如有任何下列缺點、失修、不善、故障、失靈或任何其他尚未完成工程（不論乃關乎工藝、物料、設計或其他），以致引起或引致任何索償、費用、需索、收費、損害、訴訟及法律程序，「承授人」現承諾向「政府」及「財政司司長法團」作出賠償並確保其免責：

(i) 於「承授人」交付「政府樓宇」管有權當日已存在者；及

(ii) 「承授人」交付「政府樓宇」管有權各別日期後365日內（以下簡稱「保養期」）出現或呈現者。

(b) 如「署長」或「財政司司長法團」或兩者要求，「承授人」必須自費在「署長」或「財政司司長法團」或兩者指定的日期內以其指定的標準及方式執行所有維修、修理、修改、重建及糾正工程和任何其他必要工程，以補救及糾正「政府樓宇」或其任何部份和該處各屋宇裝備裝置於「保養期」內出現或呈現的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，「承授人」並須自費在「署長」或「財政司司長法團」或兩者指定的日期內以其指定的標準及方式補救及糾正「政府樓宇」或其任何部份和該處各屋宇裝備裝置於「承授人」交付管有權各別日期已存在的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。

(c) 每一「保養期」即將屆滿時，「署長」或「財政司司長法團」或兩者將安排檢驗相關「政府樓宇」部份和該處各屋宇裝備裝置，以查找任何明顯的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「署長」或「財政司司長法團」各自保留權利於每一「保養期」屆滿後十四(14)日內向「承授人」發出一份或多份「建築瑕疵細目表」，列明相關「政府樓宇」部份及該處各屋宇裝備裝置的明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承授人」須自費安排執行所有必要工程，以於「署長」或「財政司司長法團」或兩者指定的日期內以其指定的標準及方式補救和糾正此等缺失。

(d) 如「承授人」未能執行本批地特別條款(b)及(c)款所訂的任何工程，「政府」或「財政司司長法團」或兩者可自行施工。「承授人」須於接獲通知後支付經「署長」核證（其決定將作終論並對「承授人」有約束力）為「政府」或「財政司司長法團」或兩者因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十(20%)的行政費。

(e) 「承授人」須達致其母公司或「署長」全權酌情指定的其他有聯繫公司發出擔保書，承諾該公司無條件及不可撤回地：

(i) 擔保履行本批地特別條款訂明「承授人」應有的責任；及

(ii) 向「政府」及「財政司司長法團」作出彌償因「承授人」任何違反或不履行本批地特別條款所訂責任而招致或引起「政府」或「財政司司長法團」或兩者的所有損失、損害、費用、收費、開支及責任。

上述擔保書須遵從「香港」法律，並採用「署長」核准的格式，於本「協議」訂立當日30天內提交「署長」。如「承授人」的母公司或有聯繫公司於「香港」境外註冊，又如「署長」或「財政司司長法團」或兩者要求，「承授人」應取得並提交「署長」由根據《銀行業條例》第16條持牌的銀行簽發而格式全面符合「署長」要求的履約保證書或擔保書。該履約保證書或擔保書的金額為1,159,500.00港元，用於確保向「政府」或「財政司司長法團」或兩者支付已根據本批地特別條款(d)款發出通知應繳惟「承授人」尚未清繳予「政府」或「財政司司長法團」或兩者的任何款項。

(f) 茲純粹就本批地特別條款而言，「承授人」一詞不包括其受讓人但包括本文第(49)條批地特別條款所載的承讓人。

第(31)條批地特別條款

提供文件等

(31) 「承授人」須於向「政府」交付「政府樓宇」的管有權各別日期後八(8)星期內盡快遵照「工程規格附表」規定，自費向「署長」提交所有相關的文件、圖則及材料。

第(32)條批地特別條款

維修外部飾面及牆結構等

(32) (a) 「承授人」須在本文協定批授的整個年期內，自費以至「署長」全面滿意維修以下項目（以下簡稱「該等物件」）：

(i) 「政府樓宇」的外飾面及「政府樓宇」之內、周圍、其中、其上及其下所有牆、柱、樑、天花、天台板、車道或地台板結構和任何其他結構項件；

(ii) 所有供「政府樓宇」及該地段發展項目其餘部份使用的電梯、自動扶手電梯及樓梯；

(iii) 屬於服務「政府樓宇」及該地段其餘發展項目其餘部份的系統一部份的所有屋宇裝備裝置、機器及設備（包括但不限於手提式及非手提式消防裝置設備）；

(iv) 如「政府樓宇」之下建有地庫，「政府樓宇」下方所有結構板，連同其內部及其下的排水系統；及

(v) 所有其他供「政府樓宇」及該地段發展項目其餘部份使用的公共部份及設施。

(b) 如「承授人」未能維修「該等物件」而招致或引起任何性質之責任、損害、開支、索償、費用、索求、收費、訴訟及法律程序，「承授人」將向「政府」或「財政司司長法團」或兩者作出彌償並確保其保持得到彌償。

(c) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(33)條批地特別條款

提供安老院

(33) (a) 「承授人」應自費以至「署長」全面滿意，於該地段內興建、建造、提供及維修以下樓宇：

(i) 一所符合《安老院條例》（香港法例第459章）、其附屬規例及任何相關修訂法例釋義的安老院，連同社會福利署署長批准的設施，其：(I)樓面總面積不可小於1,622平方米，不可大於2,703平方米；及(II)淨作業樓面面積不可小於1,576平方米（以下簡稱「安老院」）；及

(ii) 依照本文第(54)(b)(i)(II)及(55)(a)(iii)條批地特別條款提供的汽車停泊及上落位。

「安老院」及上述汽車停泊及上落位以下統稱（「安老院設施」）。

「安老院」之用途

(b) 除作本批地特別條款(a)(i)款訂明的用途外，「安老院」不可作任何其他用途。

「安老院」開始營運

(c) 「承授人」應在2017年3月31日（或「署長」批准之其他日期）或之前，遵照「香港」現時或於任何時間生效的所有安老院相關條例、附則及規例，以全面依法及合乎規矩地的形式開始營運「安老院」，並在本文協定的整個批租年期內持續營運和管理「安老院」。

釐定淨作業樓面面積

(d) (i) 茲為釐定「安老院」的淨作業樓面面積，除非另有說明，否則淨作業樓面面積將視作包括「安老院」內所有房間及空間的淨樓面總面積，但不包括任何構築物及間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所設施所佔空間及機電服務，如電梯與空調系統。

淨樓面面積的定義

(ii) 於本批地特別條款，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍內由該處已完飾或概念性牆壁表面、獨立柱或牆柱之間距離所得的面積。

(e) 為免存疑，現聲明本文第(36)、(37)、(38)、(54)、(55)及(58)條批地特別條款所載的住宅單位或住宅單位大廈並不包括「安老院」。

(f) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(34)條批地特別條款

提供運輸交匯處

(34) (a) 「承授人」可於現已或將會建於該地段的一座或多座建築物地下興建、建造及提供運輸設施，包括但不限於的士或私家車停車處、穿梭巴士站、專營巴士站及附屬設施，連同斜路、配件、固定裝置、固定照明裝置及任何其他附屬服務及裝置，樓面總面積不可超過8,000平方米（以下統稱「運輸交匯處」）；

(b) 如在本文協定的整個批租年期內於該地段提供「運輸交匯處」，「承授人」應遵守「署長」於任何時間及不時就「運輸交匯處」使用、管理、運作和維修事宜所制訂的規則及規例、指示或規定，其中包括但不限於使用「運輸交匯處」的車輛性質及數目，以及該處所提供運輸服務的路線及模式。「運輸交匯處」除依照本批地特別條款用作運輸交匯處外，不可作任何其他用途。

(c) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(35)條批地特別條款

提供售樓處及示範單位

(35) 儘管有本文第(17)(c)及(17)(d)條批地特別條款允許之最大樓面總面積，「承授人」仍可在該地段之部份興建獨立的臨時結構作為售樓處及示範單位和進行相關市場推廣活動，以促銷現已或將會按照「此等條款」建於該地段的一座或多座建築物或其任何部份，惟售樓處及示範單位和相關市場推廣活動的運作規模及時期事前須向「署長」申請書面批准。

第(36)條批地特別條款

康樂設施

(36) (a) 「承授人」可於該地段興建、建造及提供經「署長」書面批准的康樂設施及其附屬設施(以下統稱「該等設施」)。「該等設施」的類型、大小、設計、高度及佈局亦須「署長」的事先批核。

(b) 計算本文第(17)(c)及(17)(d)條批地特別條款指定的樓面總面積時，根據本批地特別條款(a)款於該地段提供的「該等設施」的任何部份如乃供現已或將會建於該地段的一座或多座住宅大廈全體居民和彼等的真正訪客公用與共享，不會連計在內，而「署長」認為並非作此用途的「該等設施」的其餘部份則會計算在內。

(c) 倘「該等設施」任何部份根據本批地特別條款(b)款可豁免計入的樓面總面積(以下簡稱「豁免設施」)：

(i) 「豁免設施」將劃為本文第(51)(a)(v)條批地特別條款所訂的「公用地方」一部份；

(ii) 「承授人」須自費維修「豁免設施」，以保持其維修充足及狀態良好，同時妥善運作該處，以令「署長」滿意；及

(iii) 「豁免設施」只可供現已或將會建於該地段的一座或多座住宅大廈居民及彼等之真正訪客使用，其他人等不可使用。

第(37)條批地特別條款

看更及管理員辦事處

(37) (a) 如該地段或其任何部份乃作住宅用途，則可於該地段內提供看更或管理員或兩者之辦事處，惟須遵從以下條件：

(i) 「署長」認為有關之辦事處對已或將會建於該地段一座或多座住宅大廈的安全、保安及良好管理至為重要；

(ii) 有關之辦事處除作完全及必要地受聘於該地段工作的看更或管理員或兩者之辦事處外，不可作任何其他用途；及

(iii) 有關之辦事處的位置事前須獲「署長」書面批准。

(b) 計算本文第(17)(c)及(17)(d)條批地特別條款指定的樓面總面積時，根據本批地特別條款(a)款於該地段內提供的辦事處如面積不超過現已或將會建於該地段上每50個住宅單位或其部份5平方米，或現已或將會建於該地段上每座住宅大廈5平方米(二者取當中樓面面積較大者)，不會連計在內，而超出上述較大樓面面積的樓面總面積則會計算在內。

(c) 根據本批地特別條款(a)款於該地段提供的辦事處將劃為本文第(51)(a)(v)條批地特別條款所訂的「公用地方」一部份。

第(38)條批地特別條款

看更及管理員宿舍

(38) (a) 如該地段或其任何部份乃作住宅用途，則可於該地段內提供看更或管理員或兩者之宿舍，惟須遵從以下條件：

(i) 宿舍須位於已建於該地段的其中一座住宅大廈或「署長」以書面批准的其他地點；及

(ii) 宿舍除作完全及必要地受聘於該地段內工作的看更或管理員或兩者之宿舍外，不可作任何其他用途。

(b) 計算本文第(17)(c)及(17)(d)條批地特別條款指定的樓面總面積時，根據本批地特別條款(a)款於該地段提供的宿舍如樓面總面積不超過25平方米，不會連計在內，而超出25平方米的樓面總面積則會計算在內。

(c) 根據本批地特別條款(a)款於該地段提供的看更或管理員或兩者的宿舍將劃為本文第(51)(a)(v)條批地特別條款所訂的「公用地方」一部份。

第(39)條批地特別條款

「業主立案法團」/「業主委員會」辦事處

(39) (a) 如該地段或其任何部份乃作住宅用途，則可於該地段內提供一個辦事處供「業主立案法團」或「業主委員會」使用，惟須遵從以下條件：

(i) 辦事處除供已或將會就該地段及已或將會建於該地段建築物成立的「業主立案法團」或「業主委員會」作會議及行政工作場地外，不可作任何其他用途；及

(ii) 辦事處的位置事前須獲「署長」書面批准。

(b) 計算本文第(17)(c)及(17)(d)條批地特別條款指定之樓面總面積時，根據本批地特別條款(a)款於該地段提供的辦事處如不超過20平方米，不會連計在內，而樓面總面積超出20平方米的樓面總面積則會計算在內。

(c) 根據本批地特別條款(a)款於該地段提供的辦事處將劃為本文第(51)(a)(v)條批地特別條款所訂的「公用地方」一部份。

第(40)條批地特別條款

建造擬建天橋

(40) (a) 「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以至「署長」全面滿意，按照「署長」指定及批准的物料及標準、水平、定線、佈局、設計、闊度、高度、淨空高度及尺寸，在「空域」內提供及建造一個三層天橋(第一及二層各設行人走道，可設有或不設零售商店，第三層為行車道)，以連接已或將會建於該地段建築物至已或將會建於該地段南面土地並在土地註冊處註冊現名為元朗市地段第504號的土地(以便行人在天橋第一層及第二層行走，而車輛在第三層行駛)，包括但不限於提供及建造「署長」全權酌情指定或批准的支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置。上述三層行人及行車天橋連同所有支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置以下統稱「擬建天橋」。

維修「擬建天橋」

(b) 茲毋損本文第(19)(c)條批地特別條款之規定，「承授人」必須自費以至「署長」全面滿意，於本文協定的整個批租年期內管理和維修「擬建天橋」，以保持其維修充足及狀態良好，並保持其整潔，其中包括但不限於「擬建天橋」底部及支撐「擬建天橋」的牆及柱。

(c) 於本文協定的整個批租年期內，「署長」可隨時向「承授人」發出書面通知，列明在「擬建天橋」內或上發現的缺點和需要修理之處。「承授人」須在「署長」指定的期限內，自費按照通知的要求妥善修葺及補救，以令「署長」滿意。

(d) 倘「承授人」、其傭僕、工人及承辦商因為或因應建造、更改、管理、修理及維修「擬建天橋」而作出或遺漏作出任何事宜，以致引起或導致的所有責任及任何性質的訴訟、法律程序、費用、索償、開支、損失、損害、收費及需索，「承授人」須就此向「政府」、其人員、代理、承辦商、工人及其他妥為授權人員作出彌償並確保彼等保持得到彌償。

「擬建天橋」之用途

(e) (i) 不論日夜，「承授人」時刻均須允許所有任何公眾人仕為合法目的自由及免費按下列形式通行、再通行及行經「擬建天橋」：

(I) 第一層及第二層供徒步或乘坐輪椅通行；及

(II) 第三層供汽車通行，

以及徒步或乘坐輪椅或以汽車進入、通行、再通行及行經該地段和已或將會建於該處建築物，藉此從毗鄰的公共道路通往「擬建天橋」和從「擬建天橋」通往毗鄰的公共道路。除本批地特別條款(e)(ii)款訂明外，「擬建天橋」除作本批地特別條款(e)(i)款所訂作公眾通行用途外，不可作任何其他用途。

(ii) 在不抵觸本文第(17)(c)及(17)(d)條批地特別條款之規定的情況下，「承授人」可使用「擬建天橋」第一層及第二層個別部份作商業用途。有關是否構成商業用途，「署長」之決定將作終論並對「承授人」有約束力。

(iii) 在不抵觸本批地特別條款(e)(iv)款之規定的情況下，「承授人」不可使用或允許或容忍他人使用「擬建天橋」外部任何部份作廣告用途或展示任何標誌、告示或海報，除非「署長」批准或要求則屬例外。

(iv) 「承授人」須在「擬建天橋」上或內搭建、安裝及嗣後修理和維修按「署長」指定的交通標誌、街燈或其他形式的指示設備。

(v) 「承授人」不可在「擬建天橋」內或上作出任何行為或允許或容忍他人在該處作出任何行為，以致或可能導致在「擬建天橋」之下經過的任何人等或車輛或財物或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

毋須向「政府」承擔責任

(g) 倘因「承授人」履行本批地特別條款訂明之「承授人」責任或因公眾使用「擬建天橋」或其他原因令「承授人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人及其授權的其他人概毋須就此承擔責任。「承授人」不得就此向「政府」、其人員、代理、承辦商、工人及其授權的其他人就該等損失、損害、滋擾或騷擾申索任何賠償。

(h) 如該地段或其任何部份進行重建，以致需要拆卸「擬建天橋」或其任何部份，「承授人」必須在「署長」指定的期限內自費以至「署長」滿意，按「署長」批准或指定的設計、物料、闊度、水平及位置，另行興建及建造新天橋或其任何部份連同相關之支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯及其他附屬結構以作替代。「署長」可按其視為恰當訂立條款與條件(包括繳付地價及費用)，「承授人」須遵守和執行該等條款及條件。在不抵觸「署長」訂立的此等條款與條件的情況下，又除非「署長」另行決定，「此等條款」關乎「擬建天橋」的規定將適用於新建天橋或其有關部份連同所有支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯及其他附屬結構。

(i) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(41)條批地特別條款

提供照明系統

(41) (a) 「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以至「署長」全面滿意方式、位置、物料、標準、設計及水平：

(i) 在「擬建天橋」底部安裝及提供日間照明和加強夜間照明(以下統稱「照明系統」)；及

(ii) 其後運作、維修及保養(包括但不限於更換、改善及優化)「照明系統」或其任何部份，以令「署長」滿意，直至「承授人」按照本批地特別條款(b)款規定將「照明系統」或其任何部份交還「政府」為止。

(b) 「政府」可全權酌情隨時接管「照明系統」或其任何部份的運作、維修及保養(包括但不限於按「署長」視為必要更換、改善及優化有關部份和元件以確保「照明系統」運作安全有效)，費用由「承授人」支付，並可就此要求「承授人」向「政府」交付「照明系統」或「署長」指定的當中任何部份，而「承授人」必須應要求交付。然而，「政府」毋義務如前文所述接管「照明系統」或其任何部份的控制、運作、維修及保養或接受「照明系統」或其任何部份的交付，但可全權酌情接管或接受。

「照明系統」年費

(c) 「承授人」依照本批地特別條款(b)款規定向「政府」交付「照明系統」或其任何部份時，應在交付首日以預付形式向「政府」支付年費，嗣後則在本文協定的整個批租年期內每年4月1日支付年費，金額由「署長」釐定，以作為「照明系統」或其任何部份(視乎情況而定)於該期間內或年度(視乎情況而定)的運作、維修和保養(包括但不限於按「署長」視為必要更換、改善及優化有關部份和元件以確保「照明系統」運作安全有效)費用(包括「署長」釐定的監督及經常收費)，以及對上期間或年度(視乎情況而定)轉結或承前的調整費用與收費。「署長」釐定的此等費用與收費金額作終論並對「承授人」有約束力。

(d) 倘於「承授人」向「署長」交付「照明系統」或其任何部份各自日期365日內(連計各自日期當日在內)(以下簡稱「照明系統保養期」)出現任何缺點(不論關乎工藝、質料、設計或其他)，以致引起任何責任、索償、費用、收費、損害、訴訟或法律程序，「承授人」須向「政府」作出彌償並確保其保持得到彌償。茲就本款而言，「署長」對是否存在缺點所作的決定將作終論，並對「承授人」有約束力。

(e) 「承授人」須自費在「署長」向其發出書面通知指定的期限內執行所有修理、修改、再建造及糾正工程，以處理在「照明系統保養期」內出現的任何不良缺點、缺陷、收縮、沉降或「署長」以書面指明的其他失誤，以令「署長」滿意。於施工期間，「承授人」時刻也不可妨礙使用「該等區域」或任何公共道路。但茲毋損本「協議」所訂或依照法律「政府」可行使的任何權利及補償權，「署長」可毋須通知「承授人」或說明理由，隨時執行所有或任何此等工程，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等所有工程招致的所有費用及收費的款項，金額由「署長」釐定，而其決定將作終論並對「承授人」有約束力。

(f) 如「承授人」不履行本批地特別條款(a)款所訂的「承授人」責任，「署長」可執行該款訂明之所有或任何必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程招致的所有費用及收費的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(g) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(42)條批地特別條款

交還「無建築空域」

(42) (a) 「承授人」須在「署長」通知時，不需任何費用、收費及代價及無償自費及以並不帶任何產權負擔的形式，向「政府」交還並非用於提供和建造「擬建天橋」的「空域」任何部份(以下簡稱「無建築空域」)的空置管有權，以致令「署長」滿意，惟「政府」毋須必定接收交還的「無建築空域」或其任何部份。為免存疑，現聲明「政府」保留權利隨時按其視為恰當要求「承授人」交還「無建築空域」或其任何部份。茲為交還「無建築空域」或其任何部份：

(i) 「承授人」須自費以致「署長」全面滿意擬備(I)一套核證及核准建築圖則，連同「擬建天橋」坐標和水平基準，並經「認可人士」(釋義以《建築物條例》、任何附屬規例及任何修訂法例所訂為準)明確顯示及界別「擬建天橋」的範圍；及(II)一套圖則及圖紙連同「署長」指定的規格及核證，界別「無建築空域」的範圍；及

(ii) 「承授人」應自費在「署長」指定的時間內訂立一份或多份土地交還契約，格式及條款以「署長」批准或指定為準，以將「無建築空域」或其「署長」規定的部份交還「政府」。

(b) 根據本批地特別條款(a)款將「無建築空域」或其部份交還「政府」之前，如非事前獲「署長」書面同意並且符合其制訂的條件及遵從「此等條款」，「承授人」不可轉讓、按揭或押記(本文第(48)(d)條批地特別條款所載的建築按揭除外)、分租、捨棄管有權或以其他方式處置該地段或其任何部份或其任何權益又或建於該處的任何建築物，又或就此訂立任何協議，直至出現下列任何一個情況為止：

(i) 「承授人」已自費簽立分割契約(連同界別本批地特別條款(a)(i)款所訂「無建築空域」範圍的圖則及圖紙)，格式和條款以「署長」批准或指定為準，將「署長」指定的「無建築空域」或其部份從該地段分割，而「承授人」已自費以「註冊摘要」將該分割契在土地註冊處註冊；或

(ii) 「政府」已以書面通知「承授人」毋須向「政府」交還「無建築空域」或其任何部份。

(c) 根據本批地特別條款(a)款將「無建築空域」或其部份交還「政府」之前，「承授人」必須負責維修和管理「無建築空域」(或其適當部份)。

(d) 「承授人」現確認及接受儘管本批地特別條款(a)款所載的「無建築空域」或其任何部份已交還「政府」，「政府」概毋須就該地段可建築最大樓面總面積減少(如有者)，此承擔任何責任，而「承授人」無權就交還土地所直接或間接導致或引起的損失、損害或補償向「政府」索償。

(e) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(43)條批地特別條款

維修橫越青山公路元朗段現有臨時行人天橋

(43) (a) (i) 「承授人」須自費以至「署長」全面滿意：

(I) 管理和維修本文所夾附「圖則I」顯示並註明為TEMPORARY FOOTBRIDGE以資識別的橫越青山公路元朗段的現有臨時行人天橋，包括該處的柱、連接段、樓梯、樓梯平台、交通標誌及支承件(以下簡稱「上述臨時行人天橋」)以保持其維修充足及狀態良好和清潔，以至「署長」滿意直至「擬建天橋」和該地段相關部份及該處的建築物落成並開放予公眾橫越青山公路元朗段為止；及

(II) 於「擬建天橋」及該地段相關部份和該處的建築物落成並開放予公眾橫越青山公路元朗段時，在「署長」指定的期限內拆卸上述臨時行人天橋，並且修復上述臨時行人天橋各柱、連接段、樓梯、樓梯平台、交通標誌和支承件所在的地面及表面。

(ii) (I) 在「擬建天橋」及該地段相關部份和該處的建築物落成並開放予公眾橫越青山公路元朗段之前，「承授人」無論日夜所有時刻均須允許所有公眾人仕無須任何性質之繳費徒步通行、再通行經沿經、上、落及穿過上述臨時行人天橋、該地段和已或將會建於該處建築物，藉此橫過青山公路元朗段作任何合法目的。上述臨時行人天橋除作本(ii)(I)款所訂用途外，不得作任何其他用途。

(II) 除非「署長」批准或指定，否則「承授人」不可使用或允許、容忍他人使用上述臨時行人天橋外部或內部任何部份作廣告用途或展示任何標誌、告示或海報。

(III) 「承授人」不可在上述臨時行人天橋作出任何行為或允許、容忍他人在該處作出任何行為，以致或可能引致使用或在臨時天橋之下經過的任何人士或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iii) 如「承授人」不履行本批地特別條款(a)(i)款所訂的「承授人」責任，「署長」可執行必要的工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(iv) 倘「承授人」、其傭僕、工人及承辦商因為或因應管理、修理、維修和拆卸上述臨時行人天橋而作出或遺漏作出任何事宜，以致引起或導致任何責任和任何性質的訴訟、法律程序、費用、索償、開支、損失、損害、收費及需索，「承授人」須就此向「政府」、其人員、代理、承辦商、工人或其妥為授權人員作出彌償並確保其保持得到彌償。

(b) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(44)條批地特別條款

建造擬建行人天橋

(44) (a) 「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以至「署長」全面滿意建造下列設施：

(i) 「署長」規定或批准的兩層有蓋行人天橋連同所有支承件及連接段(包括「署長」全權酌情認為日後擴建至兩條行人天橋或其中之一所需的支承件及連接段)，位置為本文所夾附「圖則I」分別顯示及註明為Proposed FB1及Proposed FB2的位置或「署長」書面批准的其他位置。上述行人天橋須按「署長」指定及批准的物料、標準、水平、定線、佈局、設計、闊度、高度、淨空高度及大小建造，其中包括但不限於提供和建造「署長」全權酌情指定的支承件、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置。上述行人天橋連同所有支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置以下統稱「擬建行人天橋」；

(ii) 於已或將會建於該地段一座或多座建築物建造本批地特別條款(a)(i)款所訂「擬建行人天橋」的支承件及連接段，地點和水平由「署長」指定及批准，以供於該處進行「擬建行人天橋」的建造工程，而行人可經由「擬建行人天橋」往來「擬建天橋」及本文第(46)條批地特別條款所載的「行人走道」。

「擬建行人天橋」之保養

(b) (i) 「承授人」須自費以達至「署長」滿意的方式管理和保養「擬建行人天橋」或其任何部份，以保持其維修充足及狀態良好和清潔，並且就其整體承擔全責，猶如其乃其之絕對擁有人一樣，直至其交還「政府」為止。「承授人」須在「政府」通知時將「擬建行人天橋」或其「政府」指定的個別部份移交「政府」，而於任何情況下，其將會被視為於「署長」發函要求交還當日已經移交「政府」。屆時「承授人」不須再負責管理和保養該「擬建行人天橋」或依照本(b)(i)款已交還「政府」的個別部份。

(ii) 「政府」保留權利收回「擬建行人天橋」整體或個別部份的佔管權，而毋須向「承授人」支付任何款項或補償，然而「政府」無責任按「承授人」要求收回「擬建行人天橋」或其任何部份，但可於「政府」視為恰當的時候收回。

「擬建行人天橋」之用途

(c) (i) 不論日夜，「承授人」時刻均須允許任何公眾為所有合法用途，自由地和不收取任何費用下步行或乘坐輪椅通行和再通行，以行經、跨越、往來及上落「擬建行人天橋」及進入、通行、再通行及行經該地段和現已或將會建於該處的一座或多座建築物，藉此通往及往返「擬建行人天橋」。「擬建行人天橋」除作本(c)(i)款所訂的公眾通道用途外，不可作任何其他用途。

(ii) 除非「署長」批准或要求，否則「承授人」不可使用或允許或容忍他人使用「擬建行人天橋」之外部或內部作廣告用途或作展示任何招牌、告示或海報。

(iii) 「承授人」不可在「擬建行人天橋」作出任何行為或允許、容忍他人在該處作出任何行為，以致或可能在「擬建行人天橋」之下經過或近於該橋的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(d) 「承授人」須就「承授人」、其傭僕、工人及承辦商因應建造、更改、管理、修理及保養「擬建行人天橋」或其任何部份而作出或遺漏作出任何事宜，以致引起或導致任何性質的責任和任何訴訟、法律程序、費用、索償、開支、損失、費用及需索，彌償及向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償。

不履責

(e) 如「承授人」不履行本批地特別條款(a)及(b)(i)款所訂的「承授人」責任，「政府」可執行必要的工程，費用由「承授人」承擔，「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(f) 如該地段或其任何部份進行重建，以致需要拆卸「擬建行人天橋」或其任何部份，「承授人」必須在「署長」指定的期限內自費以「署長」滿意的方式，按「署長」批准或指定的設計、標準和物料，在其批准及指定的闊度、水平和位置，另行興建及完成新行人天橋或其部份包括相關的支承件、連接段、樓梯及其他附屬行人天橋結構以作替代，除非「署長」另行決定，否則「此等條款」關乎「擬建行人天橋」的規定將適用於新建行人天橋或其任何部份包括所有支承件、連接段、樓梯及其他附屬行人天橋結構。

不撥供

(g) 在此明確協定、聲明和規定，儘管本批地特別條款(c)(i)款及本文第(40)(e)(i)、(43)(a)(ii)(I)、(46)(c)、(61)及(62)條批地特別條款訂明了「承授人」須承擔責任，「承授人」無意向公眾劃定而「政府」亦無意同意向公眾劃定「擬建天橋」、上述臨時行人天橋、「擬建行人天橋」、「行人走道」(釋義依本文第(46)(a)條批地特別條款所訂)、「現有道路」(釋義依第(61)(a)條批地特別條款所訂)和「其他道路或出入通道」(釋義依本文第(61)(b)條批地特別條款所訂)作通道或其他用途。

《建築物(規劃)規例》下的優惠等

(h) 在此明確協定及聲明，本批地特別條款(c)(i)款及本文第(40)(e)(i)、(43)(a)(ii)(I)、(46)(c)、(61)及(62)條批地特別條款訂明「承授人」須承擔各項責任，不可引致預期或申索有關任何關於額外覆蓋率或地積比率的優惠或權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文或其他等，為免存疑，「承授人」現明確放棄任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外覆蓋率或地積比率之優惠的申索或相關權利。

(i) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(45)條批地特別條款

「政府」通行該地段之權利

(45) (a) 於本文協定的整個批租年期內，「承授人」須允許「政府」及其受許可人、它或他們的人員、代理、測量師、承辦商、工人及其正式獲授權的任何其他人等免費隨時不論有否連同車輛、機器或機械、工具或設備，進入該地段內、下、跨越其上或貫越該地段或任何部份或現已或將會建於該處各建築物，以作：

(i) 視察「擬建天橋保護支承件」的情況及狀態；

(ii) 視察「擬建行人天橋」的情況及狀態；

(iii) 執行本文第(19)(c)(ii)、(19)(d)、(20)(c)、(41)(e)、(41)(f)、(43)(a)(iii)及(44)(e)條批地特別條款所載的工程；

(iv) 在「照明系統」或其任何部份根據本文第(41)(6)條批地特別條款交給「政府」後，操作、保養和維持「照明系統」或其任何部份；及

(v) 於「擬建行人天橋」或其任何部份根據本文第(44)(b)(i)條批地特別條款移交「政府」後管理、修理、更改或保養「擬建行人天橋」或其任何部份。

免責

(b) 「政府」、其受許可人、「政府」或彼等的人員、代理、測量師、承辦商、工人及其正式獲授權的任何其他人對於它或他們行使本批地特別條款(a)款賦予的權利而造成或引致「承授人」蒙受或招受任何損失、損害、滋擾或騷擾俱無責任，「承授人」亦不可就此向它或他們提出關於該些損失、損害、滋擾或騷擾的索償。

第(46)條批地特別條款

提供行人走道

(46) (a) 「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以「署長」全面滿意的形式，按照「署長」批准的位置、方式、物料、標準、水平、定線及設計，在該地段和現已或將會建於該處的建築物內建造及提供一條或多條行人走道，連同「署長」可批准或要求的自動扶梯、載客電梯、樓梯、斜路或其他構築物(以下統稱「行人走道」)，其闊度不可少於3.5米，以便連接：

(i) 「擬建天橋」；

(ii) 「擬建行人天橋」；

(iii) 該地段地面(「署長」就該地段地面層定義所作的決定將作終論並對「承授人」有約束力)；及

(iv) 毗連的公共道路及行人道。

「行人走道」的保養

(b) 「承授人」應在本文協定的整個批租年期內自費管理和保養「行人走道」，以保持其維修充足及狀態良好和清潔，全面令「署長」滿意。

24小時行人走道

(c) 「承授人」應在本文協定的整個批租年期內保持「行人走道」每日24小時免費和無阻地開放予公眾使用，用作通行該地段以往來「擬建天橋」、「擬建行人天橋」、該地段地面層和毗連的公共道路及行人道。

使用「行人走道」的限制規定

(d) 「行人走道」除根據本批地特別條款(c)款規定作公眾通道外，不得作任何其他用途。

「行人走道」之樓面總面積

(e) 為免存疑，計算第(17)(c)(i)、(17)(c)(ii)、(17)(d)(ii)及(17)(d)(iii)條批地特別條款分別指定的建築樓面面積時，「行人走道」或其任何部份將連計在內，惟倘事前獲「署長」書面同意，而「署長」給予同意時可包括繳付地價和費用及加入按其視為恰當的任何條款與細則，則可豁免將「行人走道」所有或部份範圍計入建築樓面面積。

(f) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(47)條批地特別條款

無豁免建築物

(47) 建於該地段的建築物不可屬於《建築物條例(新界適用)條例》、其任何附屬規例及相關修訂法例訂明為可豁免受《建築物條例》、其任何附屬規例及相關修訂法例規限的類型。

第(52)條批地特別條款

限制分隔

(52) 除本文第(42)(a)、(42)(b)、(73)(a)及(73)(c)條批地特別條款另有訂明外，「承授人」如非事前獲「署長」書面同意，不可將該地段或其任何部份或根據本特別條款事前經「署長」書面同意已分隔的任何分段(不論以轉讓契或以其他方式處置或透過任何其他途徑)。如該地段如上所述獲同意分隔，本文第(51)條批地特別條款的規定將適用於所有分隔而成的分段，而該條批地特別條款中「該地段」一詞將被相關的分段取代和替代。

第(54)條批地特別條款

泊車規定

「住宅車位」

(54) (a) (i) 該地段內應提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物的住宅單位的住客及其真正實客、訪客或被邀請者的車輛(以下稱「住宅車位」)，比率為現已或將會建於該地段各建築物內每七(7)個住宅單位或其部份為一(1)個車位計。

訪客車位

(ii) 如現已或將會建於該地段的任何一座住宅單位大廈提供超過七十五(75)個住宅單位，則應額外提供車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物住宅單位住客的真正實客、訪客或被邀請者的車輛，比率為每座該等住宅單位大廈五(5)個車位，又或採用「署長」批准的其他比率，但數目不可少於一(1)個。

(iii) 根據本批地特別條款(a)(i)及(a)(ii)款提供的車位除作該條款分別訂明的用途外，不得作任何其他用途，其中特別禁止在該些車位存放、陳列或展示車輛作出售或其他用途。

(b) (i) 該地段應按下列比率(除非「署長」另行同意採用其他比率)提供設置「署長」滿意的車位，以供車輛停泊：

其他非工業用途車位

(I) 現已或將會建於該地段各非工業用途建築物(不包括住宅、酒店、加油站、貨倉、「社區會堂」、「安老院」及「運輸交匯處」)建築樓面面積首2,000平方米每40平方米配置一(1)個車位，餘下的該用途建築樓面面積則每150平方米或其部份配置一(1)個車位；及

(II) 「安老院」配置兩(2)個車位

(ii) 計算本批地特別條款(b)(i)(I)款指定提供的車位數目時，不須計算任何用作泊車和上落客貨用途的樓面面積。

(iii) 根據本批地特別條款(b)(i)(I)及(b)(i)(II)款提供的車位除供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段作該等條款所訂用途的一座或多座建築物之佔用人及其真正賓客、訪客或被邀請使用者的車輛外，不可作任何其他用途，其中特別禁止在該些車位存放、陳列或展示車輛作出售或其他用途。

傷殘人士車位

(c) (i) 「承授人」應按照下列比率或「署長」批准的其他比率，從根據本批地特別條款(a)及(b)款提供的車位中預留和劃定車位，以供《道路交通條例》、其任何附屬規例及相關修訂法例界定的傷殘人士停泊車輛（以下稱「傷殘人士車位」）：

(I) 依照本批地特別條款(a)(i)款提供的車位每200個或其部份如果該部份超過100個車位不少於一(1)個車位（但最少須預留及劃定一(1)個車位；

(II) 依照本批地特別條款(b)(i)(I)款提供的車位每200個或其部份如果該部份超過100個車位不少於一(1)個車位（最少須預留及劃定一(1)個車位）；及

(III) 依照本批地特別條款(a)(ii)款提供的車位中提供一(1)個車位。

(ii) 「傷殘人士車位」應設於「署長」以書面批准的位置及水平。

(iii) 「傷殘人士車位」除供《道路交通條例》、其任何附屬規例及相關修訂法例界定為傷殘人士車輛並且是屬於現已或將會建於該地段一座或多座建築物的住客或佔用人及其真正賓客、訪客或被邀請使用者的車輛停泊外，不可作任何其他用途，其中特別禁止在該些車位存放、陳列或展示車輛作出售或其他用途。

電單車車位

(d) (i) 該地段內應按以下比率或「署長」另行同意的其他比率提供「署長」滿意的車位，以供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌的電單車：

「住宅電單車車位」

(I) 本批地特別條款(a)(i)款規定提供的「住宅車位」總額中不少於百分之五(5%)及不多於百分之十(10%)（以下稱「住宅電單車車位」）；及

(II) 本批地特別條款(b)(i)(I)款規定提供的車位總額中不少於百分之五(5%)及不多於百分之十(10%)；

但假若提供的車位數目為小數點數目，則上調至下一整數。

(ii) 「住宅電單車車位」除供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段的一座或多座建築物各住宅單位住客及其真正賓客、訪客或被邀請使用者的電單車外，不可作任何其他用途，其中特別禁止在該些車位存放、陳列或展示車輛作出售或其他用途。

(iii) 上述根據本批地特別條款(d)(i)(II)款提供的車位除供停泊根據《道路交通條例》、其任何附屬規例及相關修訂法例持牌而屬於現已或將會建於該地段作本批地特別條款(b)(i)(I)款所訂用途的一座或多座建築物各佔用人及其真正賓客、訪客或被邀請使用者的電單車外，不可作任何其他用途，其中特別禁止在該些車位存放、陳列或展示車輛作出售或其他用途。

車位尺寸

(f) (i) 根據本批地特別條款(a)及(b)(i)(I)款提供的每個車位（「傷殘人士車位」除外）尺寸應為2.5米闊及5.0米長，淨空高度最少2.4米。

(ii) 根據本批地特別條款(b)(i)(II)款提供的每個車位尺寸應為3.5米闊及7.6米長，淨空高度最少3.6米。

(iii) 每個「傷殘人士車位」的尺寸應為3.5米闊及5.0米長，淨空高度最少2.4米。

(iv) 根據本批地特別條款(d)款提供的每個車位尺寸應為1.0米闊及2.4米長，淨空高度最少2.4米或「署長」批准的其他高度下限。

第(55)條批地特別條款

上落規定

(55) (a) 該地段內應提供「署長」滿意的車位作上落車輛用途，比率如下：

(i) 現已或將會建於該地段每座住宅單位大廈一(1)個車位，該上落車位應設於每座住宅單位大廈毗鄰或其內；

(ii) 現已或將會建於該地段各非工業用途建築物（不包括住宅、酒店、加油站、貨倉、「社區會堂」、「安老院」及「運輸交匯處」）每1,000平方米建築樓面面積或其部份一(1)個車位；及

(iii) 「安老院」兩(2)個車位。

上落車位尺寸

(b) (i) 根據本批地特別條款(a)(i)及(a)(iii)款提供的每個車位尺寸應為3.5米闊及11.0米長，淨空高度最少4.7米。此等車位除供與該等條款所載建築物相關的貨車上落貨外，不得作任何其他用途。

(ii) 根據本批地特別條款(a)(ii)款提供的每個車位當中百分之六十五(65%)（如計算所得數字並非整數，則上調至下一整數），尺寸應為3.5米闊及7.0米長，淨空高度最少3.6米。其餘上述提供的車位（如計算所得數字並非整數，則上調至下一整數）尺寸應為3.5米闊及11.0米長，淨空高度最少4.7米。此等車位除供與該等條款所載建築物相關的貨車上落貨外，不得作任何其他用途。

(c) 計算本批地特別條款(a)(ii)款指定提供的車位數目時，不會計入任何將用作停泊及上落地方的樓面面積。

第(56)條批地特別條款

停泊規定的靈活幅度

(56) 儘管有本文第(54)(a)、(54)(b)(i)(I)、(55)(a)(i)及(55)(a)(ii)條批地特別條款的規定，「承授人」可增加或減少上述各批地特別條款指定提供的車位數目不多於百分之五(5%)，但增加或減少車位總數不可超過五十(50)個。

第(58)條批地特別條款

「住宅車位」及「住宅電單車車位」的轉讓限制

(58) (a) 根據本文第(54)(a)(i)及(54)(d)(i)(I)條批地特別條款於該地段提供的「住宅車位」及「住宅電單車車位」（可能根據本文第(56)條批地特別條款調整）不可以：

(i) 轉讓，除非：

(I) 連同賦予現已或將會建於該地段一座或多座建築物一個或多個住宅單位獨有享用及管用的權利之該地段不分割份數一併轉讓；或

(II) 承讓人當時已擁有現已或將會建於該地段一座或多座建築物一個或多個住宅單位獨有享用及管用的權利之該地段不分割份數；或

(ii) 轉租，除非（租予現已或將會建於該地段一座或多座建築物內住宅單位的住客）。

但無論如何轉讓予該地段現已或將會興建的建築物中之任何一個住宅單位的業主或轉租予該地段現已或將會興建的建築物中任何一個住宅單位的住客之「住宅車位」及「住宅電單車車位」總數不得超過三個。

(b) 儘管有本批地特別條款(a)款的規定，「承授人」可在事前獲得「署長」書面同意下以整體方式轉讓所有「住宅車位」及「住宅電單車車位」，但承讓方只可以為「承授人」的全資附屬公司。

(c) 本批地特別條款(a)款不適用於以整體方式轉讓、轉租、按揭或押記該地段。

SUMMARY OF LAND GRANT
批地文件的摘要

第(59)條批地特別條款

「公用地方」

(59) 根據本文第(54)(a)(ii)及(55)條批地特別條款於該地段內提供的車位須劃為「公用地方」的一部份。

第(60)條批地特別條款

提交停車場平面佈置圖

(60) 須向「署長」提交一份經「署長」批核並且顯示將會根據本文第(21)(a)(ii)、(21)(a)(iii)、(34)、(54)、(55)及(56)條批地特別條款於該地段範圍內提供所有車位、上落車位及運輸設施的圖則，或經「認可人士」(釋義依《建築物條例》、其任何附屬規例及任何相關修訂法例)核證的圖則副本。交妥圖則之前，不可進行任何影響該地段或其任何部份或現已或將會建於該處任何建築物或其任何部份的交易(本文第(48)(c)條批地特別條款所指的租約、租契或該些租約或租契的協議、本文第(48)(d)條批地特別條款所指的建築按揭或「署長」批准的其他交易除外)。遵從本文第(21)(b)條批地特別條款，上述核准圖則顯示的上述車位、上落車位及運輸設施除作本文第(21)(a)(ii)、(21)(a)(iii)、(34)、(54)及(55)條批地特別條款分別訂明的用途外，不可作任何其他用途。「承授人」應遵照上述核准圖則維持車位、上落車位、其他位置及設施，包括但不限於升降機、樓梯平台及運轉和通道地方，及不可更改布局設計，除非事前獲「署長」書面同意。除上述核准圖則顯示的停泊車位外，該地段或該處任何建築物或構築物的任何部份均不可作停泊車用途。

第(61)條批地特別條款

「現有道路」改道

(61)(a) 在擬建通往黃屋村的L3路伸延路段建成啟用之前(「署長」就任何範圍構成擬建L3路伸延路段的決定將作終論並對「承授人」有約束力)，「承授人」須自費保持開放及保養位於本文所夾附「圖則I」分別以粉紅色間綠斜線及粉紅色加黑外圈顯示範圍(以下分別稱「粉紅色間綠斜線範圍」及「粉紅色加黑外圈範圍」)及「黃色範圍」上的現有道路(此等現有道路以下稱「現有道路」)，達至「署長」全面滿意。「承授人」應允許公眾人士、「署長」、其人員、承辦商及其正式獲授權的任何其他人等無論是否攜帶工具、設備、機器及機械於任何時間及無須繳付任何費用於現有道路以步行或車輛在其上、沿著其、越過或通過其以通行、再通行「現有道路」，以為通行往來附近鄉村，直至(i)本批地特別條款(b)款所定義的「其他道路」或「出入通道」已遵照本批地特別條款(b)款建成並開放供公眾使用，或(ii)「署長」全權酌情指定的日期。

「其他道路」或「出入通道」

(b) 在擬建通往黃屋村的L3路伸延路段建成啟用之前(「署長」就任何範圍構成擬建L3路伸延路段的決定將作終論並對「承授人」有約束力)，「承授人」須自費達至「署長」全面滿意地在該地段或其任何部份及「黃色範圍」鋪建、平整、提供和保養其他道路或其他形式的通道(以下稱「其他道路」或「出入通道」)。「其他道路」或「出入通道」建成後，「承授人」應允許公眾人士、「署長」、其人員、承辦商及其正式獲授權的任何其他人等無論是否或攜帶工具、設備、機器及機械於任何時間及無須繳付任何費用於「其他道路」或「出入通道」以步行或車輛在其上、沿著其、越過或通過其以通行、再通行「其他道路」或「出入通道」，以便通行往來附近鄉村，直至「署長」全權酌情指定的日期。

(c) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(62)條批地特別條款

「被困地段」之通行權

(62)(a) 茲「政府」及現於本文所夾「圖則I」以橙色顯示並在土地註冊處註冊為丈量約份第115約地段第436號的一片土地(以下簡稱「被困地段」)的承租人及租客(此等承租人及租客以下簡稱「該等承租人及租客」)和其人員、訪客、被邀請使用者、受許可人及其就此授權的其他人等，現特別留有及保留權利，而「承授人」亦約定允許他們，可無論日夜為正當使用及享用「被困地段」(包括，為免疑問，由政府，其人員或其他授權人檢查該地段)的所有合法目的免費以步行或乘坐輪椅方式，無論是否攜帶工具、設備及機器沿「署長」要求、指定、批准等或署長另行滿意的路線、定線及水平通行、再通行、進出、往返及經越該地段或現已或將會建於該處的一座或多座建築物，從而進出及出入「被困地段」。

公用服務設施於「被困地段」之通過權

(b) 「政府」及「該等承租人及租客」現獲特別保留權利，而「承授人」亦約定允許他們，可通過該地段出入「被困地段」以暢通無阻地流通、運送、供應、輸送和排放公用服務，其中包括但不限於水、電、氣體、電話及電訊服務(以下統稱「公用服務」)，作正常使用及享用「被困地段」，及為此「政府」、「該等承租人及租客」、提供公用服務的公司及其人員、承辦商、代理、工人或他們授權的其他人等並可就此擁有權利，而「承授人」亦約定允許，於任何合理時間(緊急情況例外)無論是否攜帶工具、設備及機器，步行進入該地段，以在該地段部份內於「署長」規定、指定、批准的位置、水平、路線及定線，以「署長」規定、指定、授權或批准的方式，鋪設、安裝、檢查、保養、修理、更改、拆除、更新、更換排水渠、污水管、水管、電纜、管槽、儀錶及其他裝置。

(c) 倘因行使本批地特別條款(a)及(b)款賦予的權利導致「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、承辦商、代理、工人或其授權的其他人等概毋須承擔責任，「承授人」亦不可就此等損失、損害、滋擾或騷擾申索賠償或其他。

(d) 「承授人」須彌償及向「政府」、其人員、承辦商、代理、工人及其授權的任何人等作出彌償因「承授人」、其傭僕、工人及承辦商就本批地特別條款(a)及(b)款所載事宜作出或遺漏作出任何事項，而致引起或導致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及需索。

第(63)條批地特別條款

土地後移

(63) 「承授人」不可在毗連或毗鄰該地段的「政府」土地進行削土、移土或土地後移工程，又或任何建造、填土工程或任何性質的斜坡處理工程，除非事前經由「署長」書面同意，而「署長」可全權酌情在批出同意時制訂其視為恰當的條款包括以其指定的地價加批「政府」土地作該地段的增批地段。

第(64)條批地特別條款

削土工程

(64)(a) 如該地段內或任何「政府」土地現時或以往曾經配合或因應該地段或其任何部份的形成平整或發展事宜或因其他「承授人」須按「此等條款」或其他目的要進行的工程進行削土、移土或土地後移工程，或建造或填土工程，或任何性質的斜坡處理工程，不論事前是否獲「署長」書面同意，「承授人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支撐結構、防護結構、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生任何崩塌、山泥傾瀉或地陷。「承授人」應在本文協定的整個批地年期內自費維修上述土地、斜坡處理工程、護土牆或其他支撐結構、防護結構、排水、輔助工程或其他工程，以保持其維修充足及狀態良好達至「署長」滿意程度。

(b) 本批地特別條款(a)款的規定概不妨礙「政府」在「此等條款」中的權利，其中特別是本文第(63)條批地特別條款。

(c) 無論何時，如因「承授人」進行任何形成平整、發展或其他工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生任何崩塌、山泥傾瀉或地陷，「承授人」須自費還原並修葺該處，以達至「署長」滿意，同時須就「政府」、其代理及承辦商作出彼等因為或由於崩塌、山泥傾瀉或地陷所蒙受或招致的所有費用、收費、損害、需索及索償作出彌償。

(d) 在本文訂明關於違反「此等條款」的任何權利或補救之上，「署長」另有權向「承授人」發出書面通知，要求「承授人」進行、建造和維修上述土地、斜坡處理工程、護土牆或其他支撐結構、防護結構、排水或輔助或其他工程，及還原並修葺任何崩塌、山泥傾瀉或地陷範圍，如「承授人」疏忽或未能在通知書訂明的期限內執行通知書的指示以達至「署長」滿意，「署長」可即時執行和進行任何必要工程。「承授人」必須在接獲通知時向「政府」償還有關費用，以及任何行政及專業費用與收費。

第(65)條批地特別條款

不准碎石

(65) 如非事前獲「署長」書面批准，不可在該地段使用碎石機。

第(66)條批地特別條款

維修地樁

(66) 如該地段的發展或重建項目或其任何部份已安裝預應力地樁，「承授人」應自費在預應力地樁的整個服務年限期內定期維修及監察，以令「署長」滿意，並且在「署長」不時全權酌情要求時提交上述監察工程報告和資料。如「承授人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承授人」必須在接獲通知時向「政府」償還有關的費用。

第(67)條批地特別條款

表列地方

(67) 「承授人」現確認該地段之下可能為含溶洞大理石，並接受在該地段進行任何發展或重建工程時，必須進行大規模岩土工程勘察。「承授人」亦接受，該等勘察工作可能會顯示在該地段進行所需工程時須由富經驗的岩土工程師高度參與涉及的岩土工程設計和監督工作。「承授人」現確認，任何岩土工程勘察、設計工程、建築、監督或任何其他事宜所引致的一切成本、收費、費用或其他開支，一律由「承授人」自行負責。「承授人」並且確認，「政府」毋須就該等成本、收費、費用或其他開支承擔任何責任。

第(68)條批地特別條款

廢土或廢料

(68) (a) 如源自該地段或受該地段發展項目影響的其他地方之土壤、廢土、廢料、建築廢物或建材(以下簡稱「廢料」)侵蝕、沖下或傾倒到公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」物業(以下簡稱「政府物業」)，「承授人」必須承擔責任並自費清理「廢料」和修復受損的「政府產業」，「承授人」並須就「廢料」侵蝕、沖下或傾倒導致私人物業蒙受損害或滋擾所引致的所有訴訟、索償及索求向「政府」作出彌償。

(b) 儘管有本批地特別條款(a)款之規定，「署長」仍可(但無責任必須)在「承授人」要求時清理「政府物業」的「廢料」和修復任何損害，而「承授人」須在「政府」通知時支付相關的費用。

第(69)條批地特別條款

「服務」受損

(69)「承授人」時刻均須謹慎地採取所有正當及合適的謹慎、技術和預防措施，其中是在進行建造、維修、更新或修理工程(以下稱「工程」)，藉以避免損壞、滋擾或阻礙位於或貫穿、在上面、在下面或毗鄰該地段或其任何部份或「綠色範圍」、「黃色範圍」、「黃色加黑點範圍」或任何一者任何部份的「政府」或其他現有排水渠、水道或渠道、總水管、道路、行人徑、街道設施、污水管、明渠、水管、電纜、電線、公用服務設施或任何其他工程或裝置(以下統稱「服務」)。「承授人」執行任何此等「工程」之前，必須進行或達致進行適當調查和查詢，以核實「服務」的位置及水平，並須以書面向「署長」提交處理任何可能受「工程」影響的「服務」之建議書以待全面審批，直至「署長」以書面批准「工程」及建議書為止，「承授人」不得展開任何工程。此外，「承授人」應遵從及自費履行「署長」給予上述批准時就「服務」制訂的規定，包括作出任何必要改道、重鋪或還原工程的費用。「承授人」須自費以「署長」全面滿意程度修理、修復及還原「工程」(除明渠、污水管、雨水渠或總水管其應由「署長」修復外，和除非「署長」另作決定，「承授人」須在「政府」通知時支付有關的費用)導致或引起該地段或其任何部份或「綠色範圍」、「黃色範圍」、「黃色加黑點範圍」或當中任何部份或「服務」蒙受的損害、滋擾或阻塞。如「承授人」不在該地段或其任何部份或「綠色範圍」、「黃色範圍」、「黃色加黑點範圍」或當中任何部份或「服務」執行此等必要的改道、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，「承授人」須在「政府」通知時支付有關的費用。

第(70)條批地特別條款

建造排水渠及渠道

(70) (a) 「承授人」應按「署長」視為需要，自費以達至「署長」滿意程度在該地段邊界範圍內或「政府」土地上建造和維修排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的河溪、集水井、渠道或「政府」暴雨渠。倘此等暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及需索，「承授人」必須承擔全責並向「政府」及其人員作出彌償。

接駁排水渠及污水管

(b) 如該地段已鋪設任何排水渠及污水管並已啟用，「署長」可展開工程將此等渠道接駁至「政府」雨水渠及污水管，惟倘有由此引致的損失或損害，「署長」毋須向「承授人」承擔責任，「承授人」須在「政府」通知時支付此等接駁工程的費用。或者，上述接駁工程亦可由「承授人」自費以達至「署長」滿意程度建造。於該情況下，「承授人」應在「政府」通知時將建於「政府」土地的工程部份移交「政府」，日後由「政府」自費維修。「承授人」須在「政府」通知時支付上述接駁工程的技術審核費用。如「承授人」不按規定維修於「政府」土地範圍內建造的上述接駁工程部份，「署長」可按其視為必要執行相關的維修工程，「承授人」須在「政府」通知時支付此等工程的費用。

第(71)條批地特別條款

現有排水渠改道

(71) (a) 「承授人」應自費：

(i) 按「署長」批准或指定的方式、水平、物料、標準、規格及設計，以達至「署長」全面滿意的方式，在「粉紅色間綠斜線範圍」及「粉紅色加黑外圈範圍」(以下統稱「渠務預留範圍」)及在「黃色範圍」提供、鋪設及建造「署長」批准或要求的排水渠、污水管、下水道、渠道、排水設施、有蓋沙井、通道及行人道，以將該地段內的現有排水設施改道(以下簡稱「改道工程」)，以令「署長」全面滿意；及

(ii) 嗣後保養、修理及維持「承授人」依照本特別條款(a)(i)款提供、鋪設及建造的排水渠、污水管、下水道、渠道、排水設施、有蓋沙井、通道及行人道，以及越過、貫穿「渠務預留範圍」及「黃色範圍」或其任何部份或位於該處下方的所有其他服務(以下統稱「公用服務設施」)，以全面令「署長」滿意，直至「公用服務設施」或其任何部份已交還「政府」為止。「承授人」必須在「署長」通知時免費及無償地將「公用服務設施」或「署長」指定的該處個別部份移交「政府」，惟「署長」並無責任接管「公用服務設施」或其任何部份。「公用服務設施」或其任何部份遵照本批地特別條款(a)(ii)款移交「政府」後，「承授人」便毋須負責其保養、修理和維持工程。

不履責

(b) 如「承授人」不履行本批地特別條款(a)(ii)款所訂的「承授人」責任，「政府」可執行必要的工程，費用由「承授人」承擔，「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(c) 除非及直至上述改道工程已達至「署長」滿意完竣，否則不可在該地段展開任何建築工程(包括本文第(2)條批地特別條款所載的地盤平整及清拆工程)。

(d) (i) 「渠務預留範圍」或其任何部份以上、以下、上方、下方或內不可放置或興建任何建築物或構築物或其相關的支撐件。

(ii) 儘管有本批地特別條款(d)(i)款之規定，如事前獲「署長」書面同意並且遵從其制訂的條款，「承授人」可於「粉紅色間綠斜線範圍」搭建或容許搭建若干小型構築物，惟一旦「署長」要求時，「承授人」必須在「署長」指定的期限內以「署長」全面滿意的方式自費拆除或拆卸此等構築物並還原「粉紅色間綠斜線範圍」。如「承授人」未能於上述指定期限內或因緊急情況所需執行拆除、拆卸或還原工程，「署長」可執行其視為必要的工程，「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(e) 在「渠務預留範圍」或其任何部份遵照本文第(73)(c)條批地特別條款交還之前，「政府」、「署長」及其正式授權的人員、承辦商和彼等的工人(以下統稱「該等獲授權人等」)有權隨時不論攜帶工具、設備、機器或駕車與否，可不受限制地進出、再進出及經越該地段，以便在「渠務預留範圍」鋪設、檢查、修理和保養「署長」規定或批准的「公用服務設施」，以及執行、檢查、查核及監督根據本批地特別條款(d)(ii)款進行的工程及「署長」視為必要的其他工程。「渠務預留範圍」及「黃色範圍」內概不可放置任何性質的物件或物料以致阻礙「公用服務設施」可達或招致過度的附加費。如「署長」認為(其意見將作終論並對「承授人」有約束力)「渠務預留範圍」及「黃色範圍」內有任何物件或物料阻礙或招致過度的附加費，「署長」有權向「承授人」發出書面通知要求「承授人」自費以「署長」全面滿意的方式拆卸及拆除此等物件或物料，並且恢復「渠務預留範圍」及「黃色範圍」原狀。倘「承授人」疏忽或未能在上述指定期限內或因緊急情況所需執行通知書的指示，「署長」可執行其視為必要的拆除、拆卸及還原工程，「承授人」須於接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(f) 「政府」、「署長」及該等獲授權人等除必須還原其行使上述權力時挖掘的坑槽外，概毋須因為或鑒於彼等行使本批地特別條款(b)、(d)(ii)及(e)款所賦予權利等令「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾而承擔任何責任，「承授人」不得基於任何此等損失、損害、滋擾或騷擾向「政府」或該等獲授權人士索償。

(g) 為免存疑，就「粉紅色加黑外圈範圍」而言，「排水渠務預留範圍」與「水務設施預留範圍」(以本文第(74)條批地特別條款定義)的重疊地方(該重疊地方以下稱「重疊區」)，「承授人」亦須遵守本文第(74)條批地特別條款訂明的規定。

(h) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(72)條批地特別條款

排水影響評估

(72) (a) 「承授人」應自費以「署長」全面滿意程度遞交或導致他人遞交給「署長」供其書面批核一份與該地段或其任何部份發展項目相關的所有建議渠務工程之《排水影響評估》(以下稱「排水影響評估」)。

(b) 「排水影響評估」的技術方面應由特許土木工程師或香港工程師學會會員專門處理土木工程的會員負責。

(c) 「排水影響評估」應指出界定該地段或其任何部份發展項目引致的排水負影響及相應的紓緩措施。「排水影響評估」獲「署長」書面批核後，「承授人」須自費以達至「署長」全面滿意的方式執行「署長」以書面批准的紓緩措施，以及「署長」要求或批准的排水或其他工程或措施。

(d) 直至「署長」書面批核「排水影響評估」為止，該地段或其任何部份不得展開任何建築工程(包括本文第(2)條批地特別條款所載的地盤平整及拆卸和清拆工程)。

(e) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。

第(73)條批地特別條款

分割「渠務預留範圍」

(73) (a) 「承授人」(此詞僅於本(a)款而言，不包括其遺產執行人、遺產管理人及受讓人，但包括本文第(49)條批地特別條款所載轉讓交易的受讓人)須以一份或多份「分割契約」分割出「渠務預留範圍」或其任何部份，「分割契約」的格式及條文須由「署長」指定或書面批准。「承授人」須將該等分割契約於土地註冊處以「註冊摘要」登記。登記之前，不可進行任何影響該地段或其任何部份或現已或將會建於該處任何建築物或其任何部份的交易(本文第(48)(d)條批地特別條款所訂建築按揭或「署長」書面批准的其他交易除外)。

禁止轉讓該地段

(b) 除本文第(48)(d)及(49)條批地特別條款及本批地特別條款(a)及(c)款另有規定外，於「渠務預留範圍」或其任何部份按照本批地特別條款(c)款交還「政府」之前，「承授人」不可轉讓、按揭、押記、租出或以讓出管有權方式以其他方式處置該地段或其任何部份或任何相關權益，或就此訂立任何協議。

交還「渠務預留範圍」

(c) 「承授人」須在「署長」通知時自費以空置情況方式交還「渠務預留範圍」或其任何部份，不可收取任何費用、代價亦不可帶有任何產權負擔，以全面令「署長」滿意，為此，「承授人」並須就此自費於「署長」指定的時間內簽妥土地交還契約或任何其他必要文件，格式及條文由「署長」指定或批准，惟「政府」並無責任必須接受「承授人」交還「渠務預留範圍」或其任何部份，「承授人」只可在「政府」視為恰當時進行交還。「承授人」無權向「政府」申索因交還「渠務預留範圍」而直接或間接引起或招致的損失、損害或補償。

第(74)條批地特別條款

「水務設施預留範圍」

(74) (a) 不可在本文所夾附「圖則I」所示的粉紅色間黑斜線範圍(以下簡稱「粉紅色間黑斜線範圍」)及「粉紅色加黑外圈範圍」(以下統稱「水務設施預留範圍」)以上、以下、上方、下方或以內該處搭建或興建任何建築物、構築物或建築物、構築物的支承件(包括邊界圍欄)及放置或儲存任何性質的物件。

(b) 儘管有本批地特別條款(a)款之規定，「粉紅色間黑斜線範圍」之上及上方仍可興建或建造建築物或構築物，惟必須確保「水務設施預留範圍」地面水平垂直向上有最少8米淨空間(或「署長」批准的其他高度限制)。「署長」就此事項界定的地面水平將作終論並對「承授人」有約束力。

(c) 水務監督、其人員、水務監督指定的其他「政府」部門人員、承建商、受許可人和水務監督或其他指定「政府」部門或彼等正式授權承建商或受許可人聘請的工人均有權隨時不論攜帶工具、設備、機器、機械或駕車與否，有權自由及不受限制地通行、進出及往返該地段或其任何部份，以進行檢查、鋪設、運作、保養、修理及更新現時或嗣後橫越、貫穿「水務設施預留範圍」或位於其下的任何或所有「政府」總水管或水務設施裝置。

(d) 「政府」、水務監督及本批地特別條款(c)款所載的任何其他類別人員對他們根據本批地特別條款(c)款行使的權力而令「承授人」招致或蒙受的任何損失、損害、滋擾或騷擾，無須負任何責任，「承授人」亦不可基於此等損失、損害、滋擾或騷擾向其申索賠償或其他。

(e) 為免存疑，就「重疊區」而言，「承授人」亦須遵守本文第(71)條批地特別條款的規定。

第(75)條批地特別條款

保護鐵路

(75) (a) 在該地段內或「綠色範圍」、「黃色範圍」或「黃色加黑點範圍」展開任何工程之前(包括但不限於地盤勘探工程、打樁或其他地基工程及其他土木工程和建築工程)，「承授人」必須諮詢作為九廣鐵路公司(以下稱「九鐵」)代理的香港鐵路有限公司(以下稱「港鐵」)，說明建議工程的全面情況，以及確保任何此等工程不會損害、干預、阻礙或危害鐵路(以《九廣鐵路公司條例》(香港法例第372章)定義為準，及為「此等條款」，包括但不限於根據《鐵路條例》(香港法例第519章)籌建或現正籌建計劃中任何建議或規劃鐵路走線(有關此事「港鐵」的決定將作終論)的所有工程、構築物、設施或裝置(以下統稱「鐵路」)或「鐵路」的安全運作。如「署長」要求，「承授人」須自費採取「署長」指定的預防措施，確保「署長」要求的「鐵路」安全。

(b) 任何在該地段、「綠色範圍」、「黃色範圍」或「黃色加黑點範圍」進行的建造活動必須遵從所有現時生效並關乎「鐵路」的條例、附例、規例、《認可人士及註冊結構工程師作業備考》、《註冊承建商作業備考》、《環境運輸及工務局技術通告》及其後發佈的相關修訂有效版本。

(c) 「承授人」應自費遵守建築事務監督、消防處處長及不限於任何和所有其他相關「政府」及法定機構就連接、毗連或位於鐵路保護邊界或地方或任何不時依據《鐵路條例》制定或正在制定的計劃的一座或多座建築物任何部份的建造(包括擬使用的建材)、修理及保養工程的所有特別要求。

(d) (i) 「承授人」不可以其本身、僱員、代理或承辦商之任何行為或遺漏行為，引致滋擾、損害、干預、阻礙或危害「鐵路」。倘因「承授人」或其僱員、代理或承辦商的任何行為或遺漏行為對「鐵路」構成滋擾、干預、阻礙、損害或危害，「承授人」須在「署長」或「港鐵」指定的期限內以「署長」滿意的方式及按照「署長」或「港鐵」的指示停止該滋擾，修復損害、清除干預或採取「署長」或「港鐵」指定的行動消除危害。

(ii) 如「承授人」因任何理由未能在「署長」或「港鐵」指定的期限內遵照「署長」或「港鐵」根據本款(i)次段發出的指示行事，「署長」可達取得任何必要工程或服務，藉以停止滋擾、修復損害或消除干預或危害，費用由「承授人」負責。如「署長」根據本款規定取得任何工程或服務，「承授人」須在「署長」通知時支付取得工程及服務由「署長」指定的金額，該金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(iii) 如「承授人」或其僱員、代理或承辦商的任何行為或遺漏行為對「鐵路」、「九鐵」或「港鐵」任何一方或兩者，又或彼等任何一方或兩者的乘客、僱員、代理或承辦商造成損傷、損失或損害，「承授人」須在「署長」通知時支付修復此等損失或損害的款項，或補償或賠償受傷的乘客、僱員、代理或承辦商該等損傷。

(e) 「承授人」必須於所有時候允許「署長」、「港鐵」及彼等正式授權的人員、僱員、代理、傭僕及承辦商享有權，不論有否工具、車輛、機器或設備，通行、進出、再進出及往返該地段或其任何部份和現已或將會建於該處任何一座或多座建築物或「綠色範圍」、「黃色範圍」或「黃色加黑點範圍」，以執行與「鐵路」相關的勘測、翻新、檢查、監察、修理、檢驗、保養、改善或發展工程。「署長」及其正式授權的人員、僱員、代理、傭僕及承辦商對行使本(e)款所賦予權力導致或引致「承授人」招致或蒙受任何損失、損害、滋擾或騷擾，概無責任，「承授人」亦不可基於此等損失、損害、滋擾或騷擾向他或他們索償。

第(76)條批地特別條款

監督及經常費用

(76) 「此等條款」如有訂明：

(a) 「政府」或其正式授權的人員必須或可以在該地段或其任何部份內或該地段外進行任何類型的工程(不論代表「承授人」施工或因「承授人」不執行有關工程或其他)，而費用須由「承授人」承擔或「承授人」須在「政府」或其正式授權人員通知時支付或償付工程費用，有關的工程費用將包括「政府」或其正式授權人士釐定的監督或經常費用；或

事前同意或批准

(b) 如事前需要徵取「政府」或其正式授權的人員批准或同意，彼等可於給予批准或同意時附加其視為恰當的條款，又或按其全權酌情拒絕。

第(78)條批地特別條款

不許有墳墓或骨灰龕

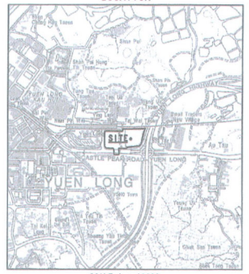
(78) 該地段不可建立或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類遺體或動物遺體，不論放於屬陶泥金塔或骨灰盅或其他內。

SUMMARY OF LAND GRANT
批地文件的摘要

附於批地文件的圖

PLAN I

LOCATION



SCALE 1 : 20000

SIDE	DISTANCE IN METRES	BEARING ° ' "	PT.	CORNER MARKED BY
A Z	130.850	90 04 42		
Z Y	16.765	0 04 42		
Y B	25.365	90 02 00		
Chord B C	99.660	88 41 33		
C D	40.409	90 23 57		
D E	2.797	20 37 31		
E F	10.448	86 02 29		
F G	12.977	198 49 02		
G H	27.861	198 12 08		
H J	52.504	191 58 51		
J K	33.415	195 00 25		
K L	10.021	201 26 38		
L M	8.861	225 39 14		
M N	12.190	236 41 56		
N S	8.024	271 37 35		
Chord S 1	23.821	264 28 04		
Chord 1 AJ	52.870	262 39 12		
Chord AJ AK	8.894	224 17 48		
AB AC	3.088	181 05 29		
AC AD	62.943	271 05 29		
Chord AD X1	47.037	175 52 41		
X1 Y1	38.830	270 00 00		
Chord Y1 AE	47.706	354 07 32		
AE AF	53.975	270 47 17		
AF AG	18.461	319 38 40		
AG AH	109.677	0 00 21		
AH A	9.227	50 21 24		
AJ AK	12.387	111 40 00		
AK AL	12.818	201 18 10		
AL AM	12.277	288 44 10		
AM AJ	13.447	20 45 00		

CURVE DATA

Arc BC = 99.669m	Radius =2043.220m	Δ = 2°48'58"	
Arc ST = 23.880m	Radius = 97.850m	Δ = 13°58'58"	
Arc TAA = 52.949m	Radius = 302.757m	Δ = 10°01'11"	
Arc AAAB = 9.797m	Radius = 6.498m	Δ = 86°24'14"	
Arc ADX1 = 47.251m	Radius = 143.229m	Δ = 18°54'06"	
Arc Y1AC = 46.130m	Radius = 104.829m	Δ = 26°21'22"	

SPECIAL CONDITIONS REFER

POINTS X , Y , Z
X1 , Y1 , Z1
P , Q , R
P1 , Q1 , R1
U , V , W
U1 , V1 , W1

P Hatched Black – Pink Hatched Black

P Hatched G – Pink Hatched Green

P Circled Black – Pink Circled Black

P Stippled Black – Pink Stippled Black

P Triangulated Black – Pink Triangulated Black

G – Green

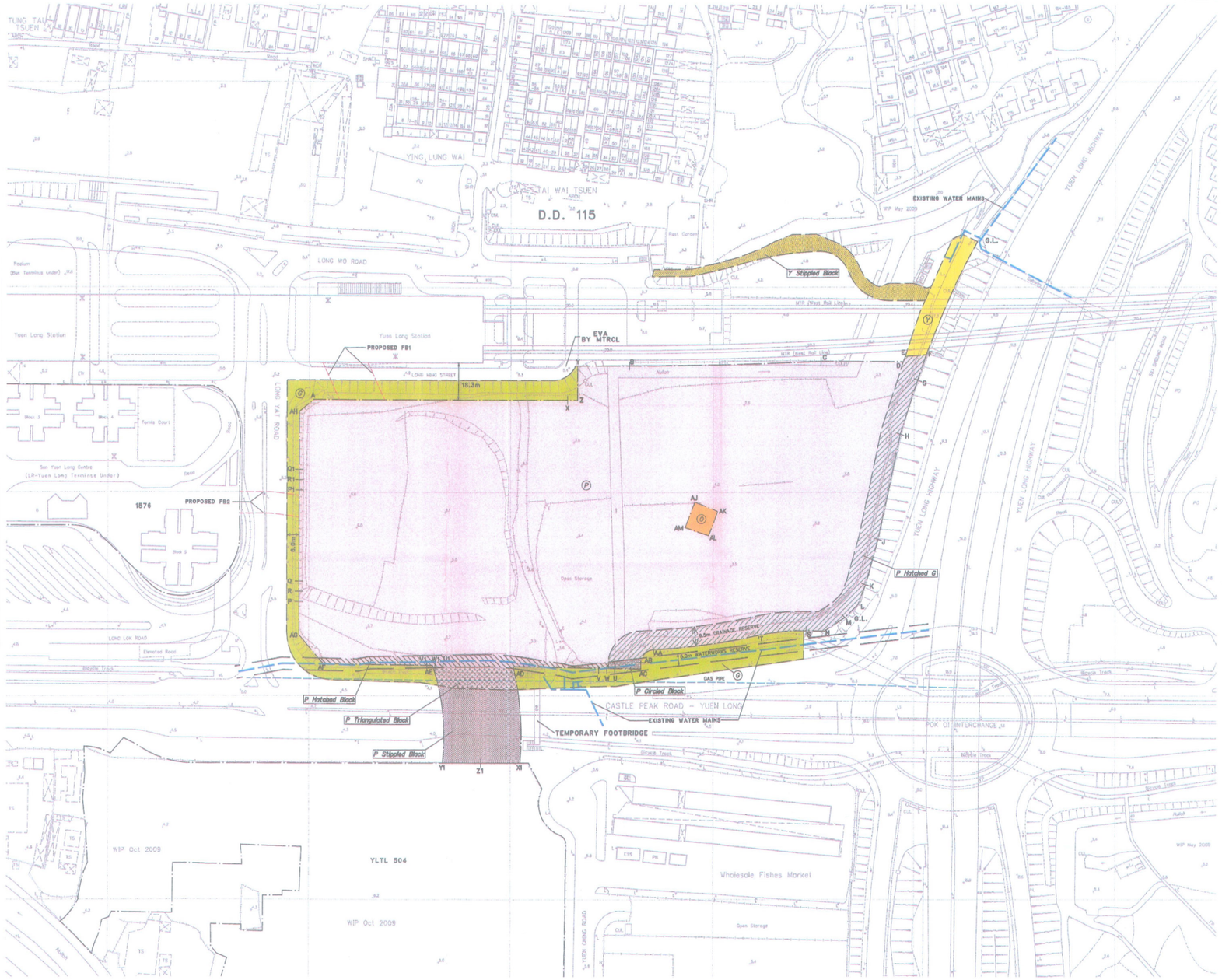
Y – Yellow

Y Stippled Black – Yellow Stippled Black

O – Orange

PROPOSED FOOTBRIDGES

P – Pink



COLOURED PINK, PINK HATCHED BLACK, PINK HATCHED GREEN AND PINK CIRCLED BLACK AREA 38 790 SQUARE METRES (ABOUT)
COLOURED PINK STIPPLED BLACK AND PINK TRIANGULATED BLACK AREA (IN RELATION TO THE AIRSPACE BETWEEN THE LEVELS AS REFERRED TO IN THE SPECIAL CONDITIONS) 1 810 SQUARE METRES (ABOUT)

SCALE 1 : 1000

METRES 20 0 20 40 60 80 100 METRES

AQ39

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

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

1. Description

(a) "the Green Area" as referred to in Special Condition No.(5)(a)(i)(I) of New Grant No.20873 (the "Land Grant");

(b) "the Green Area Structures" as referred to in Special Condition No.(5)(a)(i)(II) of the Land Grant;

(c) "the Yellow Area" as referred to in Special Condition No.(9)(a)(i) of the Land Grant;

(d) "the Yellow Area Structures" as referred to in Special Condition No.(9)(a)(i) of the Land Grant;

(e) "the Yellow Stippled Black Area" as referred to in Special Condition No.(9)(a)(ii) of the Land Grant;

(f) "the Yellow Stippled Black Area Structures" as defined in Special Condition No.(9)(a)(ii) of the Land Grant;

(g) "the Structures" as referred to in Special Condition No.(19)(a)(i) of the Land Grant;

(h) "the Protective Measures" as referred to in Special Condition No.(19)(a)(ii) of the Land Grant;

(i) "the Government Accommodation" as referred to in Special Condition No.(21)(a) of the Land Grant;

(j) "the Proposed Bridge" as referred to in Special Condition No.(40)(a) of the Land Grant;

(k) "the Lighting System" as referred to in Special Condition No.(41)(a)(i) of the Land Grant;

(l) "the Proposed Footbridges" as referred to in Special Condition No.(44)(a)(i) of the Land Grant;

(m) "the Pedestrian Walkway" as referred to in Special Condition No.(46)(a) of the Land Grant;

(n) "the Alternative Roads or Access" as referred to in Special Condition No.(61)(b) of the Land Grant; and

(o) "the said diversion works" as referred to in Special Condition No.(71)(a)(i) of the Land Grant.

2. The general public has the right to use the facilities mentioned in paragraphs 1(a), (b), (c), (d), (e), (f), (g), (h), (j), (k), (l), (m) and (n) in accordance with the Land Grant.

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

3. Description

(a) "the Green Area";

(b) "the Green Area Structures";

(c) "the Yellow Area";

(d) "the Yellow Area Structures";

(e) "the Yellow Stippled Black Area";

(f) "the Yellow Stippled Black Area Structures";

(g) "the Structures";

(h) "the Protective Measures";

(i) "the Proposed Bridge";

(j) "the Lighting System";

(k) "the said temporary footbridge" as referred to in Special Condition No.(43) of the Land Grant;

(l) "the Proposed Footbridges";

(m) "the Pedestrian Walkway";

(n) "the Existing Road" as referred to in Special Condition No.(61)(a) of the Land Grant;

(o) "the Alternative Roads or Access";

(p) "the Utilities" as referred to in Special Condition No.(71)(a)(ii) of the Land Grant.

4. The general public has the right to use the facilities in accordance with the Land Grant.

5. The facilities mentioned in paragraphs 3(a) to (i) and (n) to (p) are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase.

6. The owners of the residential properties in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the facilities mentioned in the paragraphs 3(a) to (i) and (n) to (p) through the management expenses apportioned to the residential properties concerned.

Remarks :

(i) Pursuant to the DMC, the expense of managing, operating or maintaining the facilities mentioned in paragraphs 3(j), (l) and (m) shall be borne by the owner of the Commercial Units.

(ii) Pursuant to the DMC, the expense of managing, operating or maintaining the facilities mentioned in paragraph 3(k) shall be borne by the Vendor.

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

7. Not Applicable

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

8. Not Applicable

E. A plan that shows the location of those facilities and open space, and those part of the land:

9. The following plan(s) is/are reproduced/prepared at the end of this section:-

PLAN I annexed to New Grant No.20873.

F. Provisions of the land grant that concern those facilities and open spaces, and those parts of the land

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

"(a) The Grantee shall:

(i) on or before the 31st day of March 2017 (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 (A) those portions of future public roads shown coloured green on PLAN I annexed hereto and (B) that portion of future public road within the area shown coloured pink triangulated black on PLAN I annexed hereto forming part of the First Area (as defined in Special Condition No.(18)(a) hereof) (such green areas and the portion within the said pink triangulated black area are hereinafter collectively 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 Green Area Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;

(ii) on or before the 31st day of March 2017 (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 Green Area 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 or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No.(6) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition or the exercise of the rights by the Government under sub-clause (b) of this Special Condition or otherwise, and no claim for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No.(27) hereof."

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

"For the purpose only of carrying out the necessary works specified in Special Condition No.(5) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area or any part or parts thereof 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 Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area or any part or parts thereof allow free access over and along such area or areas 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 works whether under Special Condition No.(5) hereof or otherwise."

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

"The Grantee shall not without the prior written consent of the Director use the Green 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 works specified in Special Condition No.(5) hereof."

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

"(a) The Grantee shall at all reasonable times while he is in possession of the Green Area or any part or parts thereof:

(i) permit the Director, his officers, contractors and any other persons, authorized by him with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot and the Green Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No.(5)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(5)(b) hereof and any other works which the Director may consider necessary in the Green Area or any part or parts thereof;

(ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot and the Green 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 Green 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. The Grantee 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 or any part or parts thereof;

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot and the Green Area or any part or parts thereof 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 or any part or parts thereof; and

(iv) permit the Director of Drainage Services, his officers, contractors, his and their workmen and any other persons authorized by him or them with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot and the Green Area or any part or parts thereof for the purpose of carrying out any works in relation to the inspection, operation, maintenance, repairing, renewing, replacement and alteration of any storm-water drains, sewers and any sewage treatment project within the Green Area or any part or parts thereof:

(b) The Government, the Director, the Water Authority, the Director of Drainage Services, its or their officers, agents, contractors or workmen and other authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director, the Water Authority, the Director of Drainage Services, its or their officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition and no claim shall be made against it, him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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

"(a) (i) The Grantee shall on or before the 31st day of December 2011 (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 upon completion of the necessary works specified in Special Condition No. (71)(a)(i) hereof, lay, form, surface and drain that portion of future public road shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") and 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 Yellow Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Yellow Area.

(ii) If required by the Director, the Grantee shall on or before the 31st day of March 2011 (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, surface and drain that portion of future public roads shown coloured yellow stippled black on PLAN I annexed hereto (hereinafter referred to as "the Yellow Stippled Black Area") and provide and construct such bridges, tunnels, over-passes, under-passess, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Yellow Stippled Black Area Structures") so that building, vehicular and pedestrian traffic may be carried on the Yellow Stippled Black Area.

(b) The Grantee shall thereafter at his own expense maintain the Yellow Area and the Yellow Stippled Black Area together with the Yellow Area Structures and the Yellow Stippled Black Area Structures and any other structures erected thereon to the satisfaction of the Director until such time as possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof has or have been re-delivered to the Government in accordance with Special Condition No.(10) hereof.

(c) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) or (b) of this Special Condition, the Government may catty out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the fulfilment of the Grantee'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 for compensation or otherwise shall be made against the Government or the Director or his authorized officers by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No. (27) hereof."

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

"(a) For the purpose only of carrying out the necessary works specified in Special condition Nos.(9)(a)(i) and (9)(b) hereof, the Grantee 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 shall be deemed to have been re-delivered to the Government by the Grantee on the date or dates to be specified in a letter or letters from the Director making such demand provided always that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof. The Grantee 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 such area or areas 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 works whether under Special Condition No.(9) hereof or otherwise.

(b) For the purpose only of carrying out the necessary works specified in Special Condition Nos.(9)(a)(ii) and (9)(b) hereof, the Grantee shall be granted possession of the Yellow Stippled Black Area, if the formation of which is required under Special Condition No.(9)(a)(ii) hereof, at a date to be determined by the Director. The Yellow Stippled Black Area or any part or parts thereof 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 Grantee on the date or dates to be specified in a letter or letters from the Director making such demand provided always that the Government shall not be compelled to take back possession of the Yellow Stippled Black Area or any part or parts thereof. The Grantee shall at all reasonable times while he is in possession of the Yellow Stippled Black Area or any part or parts thereof allow free access over and along such area or areas 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 works whether under Special Condition No.(9) hereof or otherwise."

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

"The Grantee shall not without the prior written consent of the Director use the Yellow Area and the Yellow Stippled Black Area 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 works specified in Special Condition No.(9) hereof or otherwise."

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

"(a) The Grantee shall at all reasonable times while he is in possession of the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof:

(i) permit the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition Nos. (9)(a) or (9)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (9)(c) hereof and any other works which the Director may consider necessary in the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof;

(ii) permit the Government and the relevant public utility companies authorized by the Government with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Stippled Black 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 the Yellow Stippled Black 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. The Grantee 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 and the Yellow Stippled Black Area or any part or parts thereof;

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof 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 Yellow Area and the Yellow Stippled Black Area or any part or parts thereof; and

(iv) permit the Director of Drainage Services, his officers, contractors, his and their workmen and any other persons authorized by him or them with or without tools, equipment, plant, machinery or motor vehicles the right of ingress, egress and regress to, from and through the lot, the Yellow Area and the Yellow Stippled Black Area or any part or parts thereof for the purpose of carrying out any works in relation to the inspection, operation, maintenance, repairing, renewing, replacement and alteration of any storm-water drains, sewers and any sewage treatment project within the Yellow Stippled Black Area or any part or parts thereof.

(b) The Government, the Director, the Water Authority, the Director of Drainage Services, its or their officers, agents, contractors or workmen and other authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director, the Water authority, the Director of Drainage Services, its or their officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition and no claim shall be made against it, him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance."

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

"(a) 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 non-industrial (excluding hotel, petrol filling station and godown) purposes.

(b) No part of the airspace between the levels of 10.0 metres and 36.6 metres above the Hong Kong Principal Datum traversing over the areas shown coloured pink stippled black and pink triangulated black on PLAN I annexed hereto (which airspace is hereinafter referred to as "the Airspace") shall be used for any purpose other than for the purpose of the Proposed Bridge (as defined and stipulated in Special Condition No.(40) hereof) or such other purposes as may be approved in writing by the Director. The Airspace forms part of the lot and any building erected or to be erected within the Airspace (including the Proposed Bridge) shall, for the avoidance of doubt, be considered as building erected or to be erected on the lot for the purposes of these Conditions."

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

"(a) For the avoidance of doubt,

(i) all that part or parts of the land (including any airspace) below the Airspace and within the areas shown coloured pink stippled black and pink triangulated black on PLAN I annexed hereto (hereinafter referred to as "the First Area") and

(ii) all that part or parts of the airspace above the Airspace and within the areas shown coloured pink stippled black and pink triangulated black on PLAN 1 annexed hereto (hereinafter referred to as "the Second Area") (the First Area and the Second Area being hereinafter collectively referred to as "the said Areas")

do not form part of the lot and the Grantee shall have no right or title to the ownership, possession or use of the said Areas and shall not erect or construct or place any building or structure or thing within the said Areas except as provided herein.

(b) For the avoidance of doubt, the Government shall have the right to use or permit or cause to be used the said Areas or any part thereof for any purposes as the Government may in its absolute discretion determine, whether as public road for vehicular and pedestrian traffic or otherwise. Neither the Grantee nor any other person shall have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exercise by the Government of any rights of or in the said Areas or in respect of or as a consequence of the use of the said Areas for any purposes whether as public road for vehicular and pedestrian traffic or otherwise."

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

"(a) The Grantee shall at his own expense, in such manner and positions, with such materials and to such standards, design and levels and within such time limit as may be imposed by the Director and in all respects to the satisfaction of the Director :

(i) erect and construct within the said Areas such structure or structures (hereinafter referred to as "the Structures") as may be determined by the Director (whose determination shall be final and binding on the Grantee) to be necessary to support the Proposed Bridge (as defined in Special Condition No.(40) hereof); and

(ii) construct, erect, install and provide within the lot and the said Areas such protective measures including barriers and fences (hereinafter referred to as "the Protective Measures") as may be determined by the Director (whose determination shall be final and binding on the Grantee) to be necessary to protect the Structures or prevent damage of whatsoever nature to the Structures whether as a result of any impact or otherwise.

(b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain and repair the Structures and the Protective Measures in all respects to the satisfaction of the Director.

(c) (i) In the event of discovery of any defects or damage whatsoever and howsoever caused to the Proposed Bridge (as defined in Special Condition No.(40) hereof), the Structures and the Protective Measures (the Proposed Bridge, the Structures and the Protective Measures being hereinafter collectively referred to as "the Proposed Bridge Protection Supports") or in the event of the Proposed Bridge Protection Supports becoming, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), unsafe or hazardous to the said Areas or to persons, vehicles or other properties on, in or passing through the said Areas, the Grantee shall at his own expense and in all respects to the satisfaction of the Director and within such time limit as may be imposed by the Director carry out such repair or remedial works to the Proposed Bridge Protection Supports or such other works which are necessary or as may be required by the Director.

(ii) In the event of any damage being caused to or is, in the opinion of the Director (whose opinion shall be final and binding on the Grantee), likely to be caused to the said Areas due to whatsoever reason including but not limited to structural defects or want of repair or maintenance of the Proposed Bridge Protection Supports or the collapse of or as a result of debris or other objects falling from the Proposed Bridge Protection Supports during construction of the Proposed Bridge Protection Supports or at any time thereafter, the Grantee shall at his own expense within such time limit as may be imposed by the Director and in all respects to his satisfaction carry out all repair or construction or reconstruction works to the said Areas or such other works which are necessary or as may be required by the Director PROVIDED THAT the Director may, without prejudice to any other rights and remedies of the Government whether under this Agreement or otherwise at law, at any time without notice or reason being given to the Grantee carry out the works or any part or parts thereof required to be carried out under this sub-clause if the Director so elects at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost (including without limitation the demolition and removal of debris costs) thereof, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(iii) The Government, its servants, officers, agents and contractors shall have no liability to the Grantee, his servants, agents, licensees, visitors, workmen, contractors and any other person or persons in respect of any loss, damage, nuisance or disturbance, claims, demands, actions or other proceedings whatsoever arising out of or in respect of any works done in the said Areas or the use of the said Areas whether as public road or otherwise.

(iv) The Grantee shall at all times indemnify and keep indemnified the Government, its servants, officers, agents and contractors against any liabilities, claims, costs, actions, demands and proceedings of whatsoever nature and howsoever caused arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, agents, licensees, visitors, workmen and contractors in respect of or as a consequence of erection, construction, use, maintenance, repair, alteration, demolition, removal and re-construction of the Proposed Bridge Protection Supports.

(d) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a), (b) and (c)(i) of this Special Condition, the Director may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(e) For the purpose of this Special Condition, the expression “Grantee” shall exclude F.S.I. referred to in Special Condition No. (27) hereof.”

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

“(a) Throughout the term hereby agreed to be granted, the Grantee and his contractors, with or without tools, equipment, machinery or motor vehicles may, with the prior written consent of the Director and subject to such terms and conditions as he may impose, enter upon, into, over and through the said Areas or any part thereof for the purpose of the carrying out of the Grantee's obligations under these Conditions.

(b) At all times throughout the term hereby agreed to be granted, and particularly in carrying out any demolition, making good, construction, repair, maintenance, alteration and removal works or other works whether in accordance with these Conditions or otherwise (hereinafter referred to as "the said Works"), the Grantee:

(i) shall not interfere with the construction of any public roads, footpaths, utilities and related works or any other structures and installations on, within or adjacent to the said Areas, any vehicular or pedestrian traffic thereon or any other use thereof; and

(ii) shall take all proper and adequate precautions to prevent any damage to the public roads, footpaths, utilities and related works or any other structures and installations on, within or adjacent to the said Areas and to prevent any injury to persons or vehicles using the said Areas or any premises adjacent thereto, and shall at his own expense and in all respects to the satisfaction of the Director make good any damage to the public roads, footpaths, utilities and related works and any other structures and installations on, within or adjacent to the said Areas caused by the Grantee, his tenants, licensees, agents, servants, contractors and workmen whether in carrying out any of the said Works or otherwise and shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel against all liabilities, claims, costs, charges, actions or proceedings of whatsoever nature arising out of or in connection with the carrying out of the said Works or in respect of such damage or injury.

(c) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, the Director may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee. For the purpose of this sub-clause, the expression "Grantee" shall exclude F.S.I. referred to in Special Condition No.(27) hereof.”

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

“(a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedule annexed hereto (hereinafter referred to as "the Technical Schedule") and the plans approved under Special Condition No.(22)(a) hereof, the following accommodation:

(i) one community hall having (I) a total gross floor area of not more than 1,287 square metres and (II) a net operational floor area of not less than 593 square metres (hereinafter referred to as "the Community Hall");

(ii) two parking 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 occupiers of the Community Hall and their bona fide guests, visitors or invitees; such parking spaces shall each occupy an area of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and shall be located close to the Community Hall; and

(iii) two loading and unloading spaces for the loading and unloading of motor vehicles in connection with the Community Hall; such loading and unloading spaces shall each occupy an area of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres and shall be located close to the Community Hall

all to be completed and made fit for occupation and operation on or before the 31st day of March 2017 which accommodation together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”.

(b) The Government hereby reserves the right to alter or vary in its absolute discretion at any time the use of the Government Accommodation or any part thereof.

(c) (i) For the purpose of determining the net operational floor area of any part of the Government Accommodation, the net operational floor area shall, unless otherwise stated, be taken as comprising the total of the net floor areas of all rooms and space within such part of the Government Accommodation as detailed in the Technical Schedule excluding any structures and partitions, circulation areas, staircases, staircase halls, lift landings, space occupied by toilet facilities, mechanical and electrical services such as lifts and air-conditioning systems.

(ii) For the purpose of this Special Condition, the net floor area of a room or space shall be that area enclosed within the perimeter walls or boundaries of a room or space as measured between the finished or notional wall surfaces, free-standing columns or wall columns within that room or space."

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

"(a) (i) The Grantee shall submit or cause to be submitted to the Director for his written approval plans of the Government Accommodation which shall include details as to the level, position and design of the Government Accommodation and any other details as the Director may require.

(ii) Upon approval being given to the plans of the Government Accommodation, no amendment, variation, alteration, modification or substitution thereto shall be made by the Grantee except with the prior written approval of the Director or except as required by the Director.

(iii) The plans of the Government Accommodation approved under sub-clause (a) of this Special Condition shall be deemed to incorporate any amendment, variation, alteration, modification or substitution subsequently approved or required by the Director.

(b) No building works (other than site formation works and the demolition and removal works referred to in Special Condition No. (2) hereof) shall commence on the lot until the plans of the Government Accommodation shall have been approved by the Director under sub-clause (a) of this Special Condition."

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

"(a) The Director shall have the right to amend, vary, alter, modify or substitute the Technical Schedule as he shall in his absolute discretion deem fit.

(b) No amendment, variation, alteration, modification or substitution to the Technical Schedule shall be made by the Grantee except with the prior written approval of the Director.

(c) Any amendment, variation, alteration, modification or substitution by the Director under sub-clause (a) of this Special Condition or by the Grantee as approved by the Director under sub-clause (b) of this Special Condition shall be deemed to be incorporated into the Technical Schedule and form part thereof."

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

"(a) The Director shall have the right in his absolute discretion to nominate officers of Government departments (hereinafter referred to as "the Officers") who shall generally oversee the design, construction, provision and completion of the Government Accommodation and shall monitor the construction, provision and completion (hereinafter collectively referred to as "the Construction Works") of the Government Accommodation in order to ensure that the Construction Works of the Government Accommodation are carried out in accordance with these Conditions.

(b) The Grantee shall notify the Officers of any condition, restriction, requirement and information affecting or relating to the Government Accommodation or any part thereof or the Construction Works of the Government Accommodation or any part thereof forthwith upon the same becoming known to the Grantee, his servants, agents, contractors and workmen and shall make available all drawings, site records, notices, letters, certificates, approvals and information and render all necessary assistance and co-operation to the Officers when required by the Officers.

(c) The Grantee shall keep the Director and the Officers advised from time to time as to when he shall be in a position to apply for the relevant Occupation Permit or Temporary Occupation Permit from the Building Authority in respect of the Government Accommodation or any part thereof.

(d) The Government and the Director accept no responsibility or liability for any costs, claims, demands, charges, damages, actions or proceedings of whatsoever nature arising out of or in connection with the exercise by the Officers of the authority conferred under sub-clause (a) of this Special Condition.

(e) The Grantee shall indemnify the Government and the Director from and against all liabilities, costs, expenses, claims, actions, demands and proceedings of whatsoever nature arising out of or in connection with the Construction Works of the Government Accommodation or any part thereof."

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

"(a) In addition to any other payment which may be demanded by the Government and without prejudice to the rights of the Government under these Conditions or otherwise, if the Grantee shall fail to complete and make fit for occupation and operation to the satisfaction of the Director the Government Accommodation by the date specified in Special Condition No.(21)(a) hereof, the Grantee shall pay to the Government on demand as hereby agreed by way of liquidated damages and not as a penalty a sum calculated at the rate of HK$20,400.00 per day from the date immediately following the date specified in Special Condition No.(21)(a) hereof up to and including such date as specified in the certificate of completion issued by the Director under Special Condition No. (26)(b) hereof.

(b) For the avoidance of doubt, it is hereby agreed and declared that the acceptance of payment of any of the said sum of liquidated damages shall not discharge the Grantee from any of his obligations remaining to be observed and performed."

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

"(a) Within 14 days after completion of the Government Accommodation or such part thereof, the Grantee shall deliver to the Director a certificate by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) employed by the Grantee for the development of the lot that the Government Accommodation or such part thereof has been completed in accordance with these Conditions.

(b) Where in the opinion of the Director (whose decision in this respect shall be final and binding upon the Grantee) the Government Accommodation has been completed and made fit for occupation and operation to his satisfaction, the Director shall issue to the Grantee a certificate of completion to that effect. Provided that the Director may in his absolute discretion issue a certificate of completion in respect of a part of the Government Accommodation which the Director considers to have been completed and made fit for occupation and operation to his satisfaction.

(c) Notwithstanding the issue of any certificate of completion by the Director, the Grantee shall not be absolved from any of his liabilities under Special Condition Nos. (24)(e) and (30) hereof nor any other obligations remaining to be observed and performed by him under these Conditions."

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

"(a) Notwithstanding any provision to the contrary herein contained, the Grantee shall when called upon so to do by the Director assign free of consideration to The Financial Secretary Incorporated a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, any regulations made thereunder and any amending legislation (hereinafter referred to as "F.S.I." which expression shall if the context permits include its successors and assigns), with vacant possession, free from incumbrances, at the expense of the Grantee, the undivided shares specified in sub-clause (b) of this Special Condition together with the right to the exclusive use, occupation and enjoyment of the Government Accommodation, and the Grantee shall complete the assignment of the Government Accommodation or any part thereof in respect of which a certificate of completion shall have been issued under Special Condition No. (26)(b) hereof within such time or times as may be specified in writing by the Director.

(b) The number of undivided shares in the whole of the lot to be assigned to F.S.I. in accordance with sub-clause (a) of this Special Condition shall be determined by the Director having regard to the proportion which the gross floor area of the Government Accommodation shall bear to the gross floor area of all the buildings erected or to be erected within the lot. The determination of the Director in this respect shall be final and binding upon the Grantee.

(c) When called upon to do so by the Director (irrespective of whether the Grantee shall have been called upon to assign under sub-clause (a) of this Special Condition) the Grantee shall submit or cause to be submitted to the Director for his approval in writing an Assignment or Assignments in respect of the Government Accommodation or such part thereof as may be required by the Director, which Assignment or Assignments shall be in such form and shall contain such provisions as shall be required or approved by the Director.

(d) On completion of the assignment of the Government Accommodation or any part thereof the Grantee shall deliver to F.S.I. at the expense of the Grantee one set of the original or certified copies of deeds and documents of title relating to the lot and the Memorial of the Assignment in respect of the Government Accommodation or such part thereof duly completed and verified by the certificate of the solicitor for the Grantee. All Land Registry fees payable on registration of the Assignment or Assignments shall be borne by the Grantee solely."

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

"The Director shall have the right to demand at any time before the assignment of the Government Accommodation pursuant to Special Condition No.(27) hereof, delivery of vacant possession of the Government Accommodation or such part thereof as may be required by the Director in respect of which a certificate of completion shall have been issued under Special Condition No. (26)(b) hereof and the Grantee shall upon such demand deliver the same to the Government for its exclusive use, occupation and operation or fitting out upon such terms and conditions as the Director may consider appropriate."

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

"(a) Without prejudice to the provisions of Special Condition No.(30) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(30)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.

(b) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but include the assignee under Special Condition No.(49) hereof."

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

"(a) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all claims, costs, demands, charges, damages, actions and proceedings of whatsoever nature arising out of or in connection with any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works (whether in respect of workmanship, material, design or otherwise) in the Government Accommodation and in the building services installations therefor:-

(i) which may exist at the respective dates of delivery of possession by the Grantee of the Government Accommodation; and

(ii) which shall occur or become apparent within a period of 365 days after the respective dates of delivery of possession by the Grantee of the Government Accommodation (hereinafter referred to as "Defects Liability Period").

(b) Whenever required by the Director or F.S.I. or both, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which shall occur or become apparent within the Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee.

(c) The Director or F.S.I. or both will, shortly before the expiry of each and every Defects Liability Period, cause an inspection to be carried out in respect of the relevant part of the Government Accommodation and the building services installations therefor for the purpose of identifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident. The Director and F.S.I. reserve the right to each of them to serve upon the Grantee within 14 days after the expiry of each and every Defects Liability Period a Schedule or Schedules of Defects specifying any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works which may be evident in the relevant part of the Government Accommodation and the building services installations therefor and the Grantee shall at his own expense cause all necessary works to be carried out so as to remedy and rectify the same within such time and to such standard and in such manner as may be specified by the Director or F.S.I. or both.

(d) If the Grantee shall fail to carry out any of the works referred to in sub-clauses (b) and (c) of this Special Condition, then any such works may be carried out by the Government or F.S.I. or both and all costs and charges incurred in connection therewith by the Government or F.S.I. or both as certified by the Director (whose decision shall be final and binding upon the Grantee) together with a sum equivalent to 20 per centum of the costs and charges involved as an administrative fee shall on demand be paid by the Grantee.

(e) The Grantee shall procure from its parent or other associated company as shall be determined by the Director at his absolute discretion a written guarantee whereby such company unconditionally and irrevocably -

(i) guarantees the performance of obligations of the Grantee under this Special Condition; and

(ii) indemnifies the Government and F.S.I. against all losses, damages, costs, charges, expenses and liabilities which may be incurred by the Government or F.S.I. or both by reason of or arising out of any breach or non-performance of any of the obligations of the Grantee under this Special Condition.

The guarantee shall be subject to the laws of Hong Kong in a form to be approved by the Director and shall be delivered to him within 30 days from the date of this Agreement. If the Grantee has a parent or associated company incorporated outside of Hong Kong and if required by the Director or F.S.I. or both the Grantee shall procure and furnish to the Director a performance bond or guarantee in a form acceptable in all respects to the Director to be given by a bank licensed under section 16 of the Banking Ordinance. Such bond or guarantee shall be for a sum of HK$1,159,500.00 and shall be for the purpose of securing payment to the Government or F.S.I. or both of any sum which shall have been demanded under sub-clause (d) of this Special Condition and has not been paid by the Grantee to the Government or F.S.I. or both.

(f) For the purpose of this Special Condition only, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(49) hereof."

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

"The Grantee shall, at his own expense and as soon as practicable but no later than 8 weeks from the respective dates of delivery of possession by the Grantee of the Government Accommodation, provide to the Director all documents, drawings and materials relating thereto in accordance with the requirement of the Technical Schedule."

33. Special Condition No.(32) of the Land Grant stipulates that:-

"(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as "the Items"):-

(i) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) in the event that there is a basement beneath the Government Accommodation, all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

(b) The Grantee shall indemnify and keep indemnified the Government or F.S.I. or both against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

(c) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I."

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

"(a) The Grantee shall on or before the 31st day of March 2017 (or such other date as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director provide and construct a three-level bridge (comprising pedestrian way, with or without retail shops, on each of the first and second levels and vehicular way on the third level) within the Airspace to connect the building or buildings erected or to be erected on the lot with the building or buildings erected or to be erected on the land on the southern side of the lot now known and registered in the Land Registry as Yuen Long Town Lot No. 504 (so that pedestrian traffic may be carried on the first and second levels of the bridge and vehicular traffic may be carried on the third level of the bridge), with such materials and to or of such standards, levels, alignment, disposition, designs, widths, heights, headrooms and dimensions as shall be required and approved by the Director including but not limited to the provision and construction of such supports, connections, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require or approve. The said three-level pedestrian and vehicular bridge together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings, fixtures and lighting fittings are hereinafter collectively referred to as "the Proposed Bridge".

(b) Without prejudice to Special Condition No.(19)(c) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director throughout the term hereby agreed to be granted manage and maintain in good and substantial repair and condition and keep clean the Proposed Bridge including but not limited to the under-side of the Proposed Bridge and the walls and columns supporting the Proposed Bridge.

(c) Throughout the term hereby agreed to be granted, the Director may at any time or times give notice in writing to the Grantee a schedule of defects and want of repairs found in or on the Proposed Bridge and the Grantee shall at his own expense within such time limit as may be imposed by the Director repair and make good the same in accordance with such notice to the satisfaction of the Director.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, management, repair and maintenance of the Proposed Bridge.

(e) (i) The Grantee shall at all times during day and night permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on, over, along and through the Proposed Bridge:

(I) as to the first and second levels, on foot or by wheelchair; and

(II) as to the third level, by motor vehicles

and to enter upon and pass and repass on foot or by wheelchair or by motor vehicles on, over, along and through the lot and the building or buildings erected or to be erected thereon for the purpose of gaining access to the Proposed Bridge from the adjoining public roads and from the Proposed Bridge to the adjoining public roads. Except as provided under sub-clause (e)(ii) of this Special Condition, the Proposed Bridge shall not be used for any purpose other than for public passage as provided in this sub-clause (e)(i).

(ii) Subject to Special Condition Nos. (17)(c) and (17)(d) hereof, the Grantee may use such portion or portions of the first and second levels of the Proposed Bridge for commercial purposes. The decision of the Director as to what constitutes commercial purposes shall be final and binding on the Grantee.

(iii) Subject to sub-clause (e)(iv) of this Special Condition, the Grantee shall not use or permit or suffer to be used any external part of the Proposed Bridge for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iv) The Grantee shall erect, install and thereafter repair and maintain such traffic signs, street lighting or other forms of signal equipment as the Director may require on or in or for the Proposed Bridge.

(v) The Grantee shall not do or permit or suffer to be done in or on the Proposed Bridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any persons or vehicles or properties passing under or near the Proposed Bridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(g) The Government, its officers, agents, contractors, workmen and any other persons authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or the use of the Proposed Bridge by members of the public or otherwise and no claim for compensation shall be made against the Government, its officers, agents, contractors or workmen and any persons authorized by him by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(h) In the event of any redevelopment of the lot or any part thereof whereby the Proposed Bridge or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at the Grantee's own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new bridge or a part or parts thereof together with supports, connections, ramps, associated staircases and landings, escalators, lifts and other ancillary structures with such design, materials and at such width, levels and positions as the Director shall approve or require, in approving the new bridge, the Director may impose such terms and conditions (including the payment of premium and fee) as he shall consider appropriate and the Grantee shall comply with and observe such terms and conditions. Subject to such terms and conditions as the Director may impose and unless the Director shall otherwise decide, the provisions in these Conditions relating to the Proposed Bridge shall apply to such new bridge or such part or parts thereof together with all supports, connections, ramps, associated staircases and landings, escalators, lifts and ancillary structures.

(i) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I."

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

"(a) The Grantee shall on or before the 31st day of March 2017 (or such other date as may be approved by the Director) at his own expense in such manner and positions, with such materials and to such standards, designs and levels and in all respects to the satisfaction of the Director:-

(i) install and provide such day-time lighting and enhancement night-time lighting (hereinafter collectively referred to as "the Lighting System") on the under-side of the Proposed Bridge; and

(ii) thereafter operate, maintain and upkeep (including but not limited to replacing, improving and enhancing) the Lighting System or any part or parts thereof to the satisfaction of the Director until such time as the Lighting System or such part or parts thereof shall have been delivered by the Grantee to the Government in accordance with sub-clause (b) of this Special Condition.

(b) The Government may at its absolute discretion at any time take over the operation, maintenance and upkeep (including but not limited to the replacement, improvement and enhancement of such parts and components for the safe and efficient running of the Lighting System as the Director considers necessary) of the Lighting System or any part or parts thereof at the costs of the Grantee and for this purpose the Director may call upon the Grantee to, and the Grantee shall when called upon by the Director so to do, deliver to the Government the Lighting System or such part or parts thereof as specified by the Director Provided always that the Government shall not be obliged to take over the control, operation, maintenance and upkeep or accept the delivery of the Lighting System or any part or parts thereof as aforesaid but may do so at its absolute discretion.

(c) The Grantee shall pay to the Government, yearly in advance on the first day of delivery of the Lighting System or any part or parts thereof to the Government in accordance with sub-clause (b) of this Special Condition and thereafter throughout the term hereby agreed to be granted on the 1st day of April in each year, an amount or amounts to be determined by the Director as being the costs (including such supervisory and overhead charges as may be determined by the Director) for the operation, maintenance and upkeeping (including but not limited to the replacement, improvement and enhancement of such parts and components for the safe and efficient running of the Lighting System as the Director considers necessary) of the Lighting System or such part or parts thereof (as the case may be) for that period or year (as the case may be) and any adjustment costs and charges carried or brought forward from the previous period or year (as the case may be), and the determination of the Director as to the amounts of such costs and charges shall be final and binding upon the Grantee.

(d) The Grantee shall indemnify and keep indemnified the Government against all liabilities, claims, costs, charges, damages, actions or proceedings of whatever nature arising out of or in connection with any defects (whether in respect of workmanship, materials, design or otherwise) of the Lighting System or any part or parts thereof occurring within a period of 365 days from and including the date or respective dates of the delivery of the Lighting System or such part or parts thereof by the Grantee to the Director (hereinafter referred to as "Lighting System Defects Liability Period"). For the purpose of this sub-clause, the determination of the Director as to whether there is a defect shall be final and binding on the Grantee.

(e) The Grantee shall at his own expense and within such time limits as may be specified by the Director in a letter or letters to the Grantee carry out to the satisfaction of the Director all such works of repair, amendments, reconstruction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring within any Lighting System Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any undue interruption to the use of the said Areas or any public road PROVIDED THAT the Director may, without prejudice to any rights and remedies of the Government whether under this Agreement or otherwise at law, at any time without notice or reason being given to the Grantee carry out all or any of such works at the costs of the Grantee who shall pay to the Government on demand a sum equal to all costs and charges thereby incurred, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(f) In the event of the non-fulfilment of the Grantee's obligations to carry out any of the works referred to in sub-clause (a) of this Special Condition the Director may carry out all or any of the works specified in the said sub-clause at the cost of the Grantee who shall pay to the Government on demand a sum equal to all costs and charges thereby incurred, such sum to be determined by the Director whose determination shall be final and binding on the Grantee.

(g) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I."

36. Special Condition No.(43) of the Land Grant stipulates that:-

"(a) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director:

(I) manage and maintain in good and substantial repair and condition and keep clean to the satisfaction of the Director the existing temporary footbridge across Castle Peak Road - Yuen Long as shown and marked "TEMPORARY FOOTBRIDGE" for identification purposes on PLAN I annexed hereto including the columns, connections, staircases, landings, traffic signs and supports thereof (hereinafter referred to as "the said temporary footbridge") until the completion and opening, for public passage across Castle Peak Road - Yuen Long, of the Proposed Bridge and the relevant parts of the lot and the buildings thereon; and

(II) upon completion and opening, for public passage across Castle Peak Road - Yuen Long, of the Proposed Bridge and the relevant parts of the lot and the buildings thereon, demolish the said temporary footbridge and make good the ground and surfaces on which the columns, connections, staircases, landings, traffic signs and supports of the said temporary footbridge are located within such time limit as the Director may specify.

(ii) (I) Before completion and opening for public passage across Castle Peak Road - Yuen Long of the Proposed Bridge and the relevant parts of the lot and the buildings thereon, the Grantee shall at all times during day and night permit all members of the public for all lawful purposes and without payment of any nature whatsoever to pass and repass on foot along, up and down and through the said temporary footbridge and the lot and the buildings erected or to be erected thereon for the purpose of crossing the Castle Peak Road - Yuen Long. The said temporary footbridge shall not be used for any purpose other than for public passage as provided under this sub-clause (ii)(I).

(II) The Grantee shall not use or permit or suffer to be used any part of the said temporary footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(III) The Grantee shall not do or permit or suffer to be done in the said temporary footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person using or passing under or near the said temporary footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iii) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a)(i) of this Special Condition, the Director may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(iv) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with management, repair, maintenance and demolition of the said temporary footbridge.

(b) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I."

37. Special Condition No.(44) of the Land Grant stipulates that:-

"(a) The Grantee shall on or before the 31st day of March 2017 (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 construct:

(i) two single-storey covered footbridges together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the two footbridges or any of them) as shall be required or approved by the Director, at the positions shown and marked "Proposed FB1" and "Proposed FB2" respectively on PLAN I annexed hereto or at such other positions as may be approved in writing by the Director. The said footbridges shall be constructed with such materials and to such standards, levels, alignment, disposition, designs, widths, heights, headrooms and dimensions as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his sole discretion may require. The said footbridges together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings and fixtures and lighting fittings are hereinafter collectively referred to as "the Proposed Footbridges";

(ii) in the building or buildings erected or to be erected upon the lot supports and connections to such specifications and at such points and at such levels as shall be required and approved by the Director for the Proposed Footbridges required in sub-clause (a)(i) of this Special Condition so that the construction of the Proposed Footbridges can be carried out thereon and that pedestrian access can be gained over the Proposed Footbridges into and from the Proposed Bridge and the Pedestrian Walkway referred to in Special Condition No.(46) hereof.

(b) (i) The Grantee shall at his own expense manage and maintain in good and substantial repair and condition and keep clean the Proposed Footbridges or any part or parts thereof to the satisfaction of the Director and shall be responsible for the whole as if he were the absolute owner thereof until the same are handed over to the Government. The Proposed Footbridges or such part or parts thereof as the Government may specify shall be handed over to the Government on demand and in any event shall be deemed to have been handed over to the Government on the date or dates to be specified in a letter or letters from the Director requiring the handing over of the same. The Grantee shall cease to be responsible for the management and maintenance of the Proposed Footbridges or such part or parts thereof handed over to the Government in accordance with this sub-clause (b)(i).

(ii) The Government reserves the right to take possession of the whole or any part or parts of the Proposed Footbridges without any payment or compensation to the Grantee provided always that the Government shall be under no obligation to take possession of the Proposed Footbridges or any part or parts thereof at the request of the Grantee, but may do so as and when the Government sees fit.

(c) (i) The Grantee shall at all times during day and night permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Proposed Footbridges and to enter upon and pass and repass through the lot or the building or buildings erected or to be erected thereon for the purpose of gaining access to, from and through the Proposed Footbridges. The Proposed Footbridges shall not be used for any purposes other than for public passage as provided under this sub-clause (c)(i).

(ii) The Grantee shall not use or permit or suffer to be used any part of the Proposed Footbridges either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under or near the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(d) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, management, repair and maintenance of the Proposed Footbridges or any part thereof.

(e) In the event of the non-fulfilment of the Grantee's obligations under sub-clauses (a) and (b)(i) of this Special Condition the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) In the event of any redevelopment of the lot or any part thereof whereby the Proposed Footbridges or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at the Grantee's own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridges or a part or parts thereof together with such supports, connections, staircases and other ancillary footbridge structures with such design, standards, materials and at such widths, levels and positions as the Director may approve or require and the provisions of these Conditions relating to the Proposed Footbridges shall apply to the new footbridges or such part or parts thereof together with all supports, connections, staircases and other ancillary footbridge structures unless the Director shall decide otherwise.

(g) It is hereby expressly agreed, declared and provided that by imposing the obligations on the part of the Grantee contained in sub-clause (c)(i) of this Special Condition and Special Condition Nos.(40)(e)(i), (43)(a)(ii)(I), (46)(c), (61) and (62) hereof neither the Grantee intends to dedicate nor the Government intends to consents to any dedication of the Proposed Bridge, the said temporary footbridge, the Proposed Footbridges, the Pedestrian Walkway (as defined in Special Condition No.(46)(a) hereof), the Existing Road (as defined in Special Condition No.(61)(a) hereof) and the Alternative Roads or Access (as defined in Special Condition No.(61)(b) hereof) to the public for the right of passage or other use.

(h) It is hereby expressly agreed and declared that the obligations on the part of the Grantee contained in sub-clause (c)(i) of this Special Condition and Special Condition Nos.(40)(e)(i), (43)(a)(ii)(I), (46)(c), (61) and (62) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(i) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I."

38. Special Condition No.(46) of the Land Grant stipulates that:-

"(a) The Grantee shall on or before the 31st day of March 2017 (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 construct and provide within the lot and the building or buildings erected or to be erected thereon a pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps or such other structure or structures as may be approved or required by the Director (hereinafter collectively referred to as "the Pedestrian Walkway") with a width of not less than 3.5 metres at such positions, in such manner, with such materials and to such standards, levels, alignments and designs as shall be approved by the Director so as to link up:

(i) the Proposed Bridge;

(ii) the Proposed Footbridges;

(iii) the ground level of the lot (the decision of the Director as to what constitutes the ground level of the lot for this purpose being final and binding on the Grantee); and

(iv) the adjoining public roads and footpaths.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director throughout the term hereby agreed to be granted manage and maintain in good and substantial repair and condition and keep clean the Pedestrian Walkway.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by the public 24 hours a day free of charge and without any interruption for the purposes of gaining access through the lot to and from the Proposed Bridge, the Proposed Footbridges, the ground level of the lot and the adjoining pubic roads and footpaths.

(d) The Pedestrian Walkway shall not be used for any purpose other than for public passage as provided under sub-clause (c) of this Special Condition.

(e) For the avoidance of doubt, the Pedestrian Walkway or any part or parts thereof shall be taken into account for the purpose of calculation of the respective total gross floor areas specified in Special Condition Nos.(17)(c)(i), (17)(c)(ii), (17)(d)(ii) and (17)(d)(iii), provided that with the prior written consent of the Director, which consent may include the payment of premium and fees and the imposition of such terms and conditions as the Director may see fit, the whole or part of the area of the Pedestrian Walkway may be excluded from the calculation of the gross floor areas.

(f) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I."

39. Special Condition No.(61) of the Land Grant stipulates that:-

"(a) Prior to the completion and opening of the proposed Extension of Road L3 connecting to Wong Uk Tsuen (the Director's decision as to what areas constitute the proposed Extension of Road L3 shall be final and binding on the Grantee), the Grantee shall keep open and maintain at his own expense and in all respects to the satisfaction of the Director the existing road over portions of the areas respectively shown and coloured pink hatched green and pink circled black on PLAN I annexed hereto (hereinafter respectively referred to as "the Pink Hatched Green Area" and "the Pink Circled Black Area") and the Yellow Area (such existing road is hereinafter referred to as "the Existing Road"). The Grantee shall allow members of the public, the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, plant, machinery at all times and without payment of any nature whatsoever to pass and repass on foot or by vehicles on, along, over and through Existing Road for the purposes of gaining access to and from nearby villages until (i) the Alternative Roads or Access as defined in sub-clause (b) of this Special Condition are formed and open for public use in accordance with sub-clause (b) of this Special Condition or (ii) such date or dates as may be specified by the Director at his sole discretion.

(b) Prior to the completion and opening of the proposed Extension of Road L3 connecting to Wong Uk Tsuen (the Director's decision as to what areas constitute the proposed Extension of Road L3 shall be final and binding on the Grantee), the Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide and maintain alternative roads or other forms of access (hereinafter referred to as "the Alternative Roads or Access") within the lot or any part thereof and the Yellow Area. Upon completion of the Alternative Roads or Access, the Grantee shall allow members of the public, the Director, his officers, contractors and any other persons authorized by him with or without tools, equipment, plant, machinery at all times and without payment of any nature whatsoever to pass and repass on foot or by vehicles on, along, over and through the Alternative Roads or Access for the purposes of gaining access to and from nearby villagers until such date or dates as may be specified by the Director at his sole discretion.

(c) For the purpose of this Special Condition, the expression "Grantee" should excluded F.S.I."

40. Special Condition No.(71) of the Land Grant stipulates that:-

"(a) The Grantee shall at his own expense :-

(i) divert the existing drainage within the lot by providing, laying and constructing on the Pink Hatched Green Area and the Pink Circled Black Area (hereinafter collectively referred to as "the Drainage Reserve Area") and the Yellow Area in such manner, at such levels, with such materials and to such standards, specifications and designs as the Director may approve or require and in all respects to the satisfaction of the Director such drains, sewers, culverts, channels, drainage facilities, manholes with covers, access and pavements as the Director may approve or require and in all respects to the satisfaction of the Director (hereinafter referred to as "the said diversion works"); and

(ii) thereafter maintain, repair and upkeep the drains, sewers, culverts, channels, drainage facilities, manholes with covers, access and pavements provided, laid and constructed by the Grantee in accordance with sub-clause (a)(i) of this Special Condition and all other services running across, through or under the Drainage Reserve Area and the Yellow Area or any part thereof (hereinafter collectively referred to as "the Utilities") in all respects to the satisfaction of the Director until such time as the Utilities or such part or parts thereof shall have been handed over to the Government. The Utilities or such part or parts thereof as specified by the Director shall be handed over to the Government on demand by the Director without any payment or compensation to the Grantee Provided always that the Director shall not be obliged to take possession of the Utilities or any part or parts thereof. The Grantee shall cease to be responsible for the maintenance, repair and upkeeping of the Utilities or such part or parts thereof handed over to the Government in accordance with this sub-clause (a)(ii).

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a)(ii) of this Special Condition, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Grantee.

(c) No building works (including site formation works and demolition and removal works referred to in Special Condition No. (2) hereof) shall be commenced on the lot unless and until the said diversion works shall have been completed to the satisfaction of the Director.

(d) (i) No building or structure or support for any building or structure shall be placed or erected on, over, under, above, below or within the Drainage Reserve Area or any part or parts thereof.

(ii) Notwithstanding sub-clause (d)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may impose, the Grantee may erect or permit to be erected on the Pink Hatched Green Area a minor structure or structures provided that if and when required by the Director, the Grantee shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such structure or structures and reinstate the Pink Hatched Green Area. If the Grantee 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 Grantee shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(e) Prior to the surrender of the Drainage Reserve Area or any part or parts thereof in accordance with Special Condition No. (73)(c) hereof, the Government, the Director and its or his duly authorized officers, contractors, his or their workmen (hereinafter collectively referred to as "the said authorized persons") with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot for the purposes of laying, inspecting, repairing and maintaining the Utilities which the Director may require or authorize and the carrying out, inspecting, checking and supervising of the works under sub-clause (d)(ii) of this Special Condition and any other works which the Director may consider necessary in the Drainage Reserve Area. No object or material of whatsoever nature which may obstruct access or cause excessive surcharge to the Utilities shall be placed within the Drainage Reserve Area and the Yellow Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Grantee), there are objects or material within the Drainage Reserve Area and the Yellow Area which may obstruct access or cause excessive surcharge to the Utilities, the Director shall be entitled by notice in writing to call upon the Grantee, 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 and the Yellow Area. If the Grantee 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 Grantee shall pay to the Government on demand a sum equal to the cost of such works, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(f) Save in respect of the reinstatement of any trench excavation in the exercise of the aforesaid rights and powers, the Government, the Director and the said authorized persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by the Government, the Director or the said authorized persons of the rights conferred under sub-clauses (b), (d)(ii) and (e) of this Special Condition or otherwise, and no claim shall be made against the Government or the authorized persons by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) For the avoidance of doubt, in respect of the Pink Circled Black Area, which is the overlapping area of the Drainage Reserve Area and the Waterworks Reserve Area (as defined in Special Condition No.(74) hereof) (which overlapping area is hereinafter referred to as "the Overlapping Area"), the Grantee shall also comply with the requirements as stipulated in Special Condition No.(74) hereof.

(h) For the purpose of the Special Condition, the expression "Grantee" shall exclude F.S.I."

41. Special Condition No.(74) of the Land Grant stipulates that :-

(a) No building or structure or support for any building or structure including boundary fences shall be erected or constructed on, over, under, above, below or within and no articles of whatsoever nature shall be placed or stored on or within the area shown coloured pink hatched black on PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Black Area") and the Pink Circled Black Area (hereinafter collectively referred to as "the Waterworks Reserve Area").

(b) Notwithstanding sub-clause (a) of this Special Condition, building or structure may be erected or constructed over or above the Pink Hatched Black Area provided that there is a minimum clear space of 8 metres (or such other height limit as the Director may approve) extending vertically upward from the ground level of the Waterworks Reserve Area. The Director's decision as to which level constitutes the ground level for this purpose shall be final and binding on the Grantee.

(c) The Water Authority, its officers, officers of other Government departments designated by the Water Authority, contractors, licensees, workmen whether employed by the Water Authority or by other designated Government departments or by their duly authorised contractors or licensees, whether with or without tools, equipment, machinery, plant 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 for the purposes of inspecting, laying, operating, maintaining, repairing and renewing any or all Government watermains or waterworks installations now or hereafter running across, through or under the Waterworks Reserve Area.

(d) The Government, the Water Authority and any of the class of persons referred to in sub-clause (c) of this Special Condition shall have no liability whatsoever to the Grantee in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by it or them of the rights conferred under sub-clause (c) of this Special Condition and no claim for compensation or otherwise shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) For the avoidance of doubt, in respect of the Overlapping Area, the Grantee shall also comply with the requirements as stipulated in Special Condition No. (71) hereof.

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

41. Relevant provisions in the Deed of Mutual Covenant Incorporating Management Agreement ("DMC"):-

"In this Deed the following expressions shall have the following meanings ascribed to them wherever the context so permits:-

"Bridge"
The three-level pedestrian and vehicular bridge together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings, fixtures and lighting fittings provided or to be provided in accordance with Special Condition No.(40)(a) of the Conditions.

"Commercial Accommodation"
The commercial accommodation and [the shopping arcade, shops, lavatories, staircases, pump room, lobbies, air handling unit rooms, meter room (if any), the RCHE Facilities, the loading and unloading spaces provided pursuant to Special Condition No.(55)(a)(ii) of the Conditions, the Transport Interchange, the Pedestrian Walkway, such part of the Bridge that are within the Commercial Accommodation, the flat roof (if any), refuse storage and material recovery chamber, telecommunications and broadcasting room serving the Commercial Accommodation exclusively (if any)], all ancillary spaces, facilities, fittings, installations, equipment, apparatus, systems, devices and facilities provided or installed and intended for the exclusive use of the Commercial Accommodation in the Development and the Lighting System as shown and coloured orange and brown on the plans certified as to their accuracy by or on behalf of the Authorised Person and annexed hereto and the enclosing walls thereof and such parts of the external walls of the Development which are for the purpose of identification shown coloured orange, orange hatched black and orange cross-hatched black on the elevation plans certified by the Authorized Person and annexed hereto.

"Commercial Units"
The whole of the Commercial Accommodation except the Commercial Common Areas and the Commercial Common Facilities which Commercial Unit is shown and coloured orange, orange hatched black and orange cross-hatched black on the plans annexed hereto.

"Conditions"
Agreement and Conditions of Exchange registered in the Land Registry as New Grant No.20873 and shall include any subsequent extensions variations or modifications thereto or renewals thereof and the lease granted or to be granted pursuant thereto.

"Covered Footbridges"
The two single-storey covered footbridges together with all supports, connections, ramps, associated staircases and landings, escalators, lifts, internal and external fittings and fixtures and lighting fittings constructed or to be constructed in accordance with Special Condition No.(44)(a)(i) of the Conditions.

"F.S.I."
The Financial Secretary Incorporated, a corporation sole incorporated under and by virtue of the Financial Secretary Incorporation Ordinance, (Cap.1015 of the Laws of Hong Kong) and the expression "F.S.I." shall mean F.S.I. in its capacity as the Owner of the Government Accommodation and, if the context so permits, the successors and assigns of F.S.I. as the Owner of the Government Accommodation.

"Government Accommodation"
The one community hall, two parking spaces and two loading and unloading spaces for the loading and unloading of motor vehicles in connection with the community hall erected and constructed on the Land or any part thereof in accordance with Special Condition No.(21)(a) of the Conditions (which loading and unloading spaces are marked "HGV" (i.e. heavy goods vehicle parking space) on the Ground Floor Plan annexed hereto) together with any other areas, facilities, services and installations exclusive thereto as the Director of Lands may in his absolute discretion determine and are for identification purposes only shown coloured grey on the plans annexed hereto.

"Government Accommodation Maintenance Expenses"
All costs and expenses incurred by the Manager under Clause (1)(bb) of Subsection (B) of Section V in maintaining, at the request of the Owner of the Government Accommodation, the Government Accommodation Service.

"Government Accommodation Service"
The services facilities and installations serving exclusively the Government Accommodation or any part thereof.

"Items"
The Items referred to in Special Condition No.(32)(a) of the Conditions, namely :-

(a) the external finishes of the Government Accommodation and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway or floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(b) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the Development on the Land;

(c) all building services installations, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development on the Land;

(d) in the event that there is a basement beneath the Government Accommodation, all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and

(e) all other common parts and facilities serving the Government Accommodation and the remainder of the Development on the Land.

"Lighting System"
The day-time lighting and enhancement night-time lighting on the under-side of the Bridge provided or to be provided in accordance with Special Condition No.(41)(a) of the Conditions.

"Pedestrian Walkway"
The pedestrian walkway or walkways together with such escalators, passenger lifts, staircases, ramps or such other structures or structures provide or to be provided in accordance with Special Condition No.(46)(a) of the Conditions.

SECTION III

EASEMENTS AND OTHER RIGHTS TO WHICH UNDIVIDED SHARES IN THE LAND AND THE DEVELOPMENT ARE SUBJECT

(C) Provisions Applicable to All Owners

(5) The easements rights or privileges as set out in the Conditions and, in particular, Special Condition No.(40)(e)(i), Special Condition No.(46)(c) and Special Condition No.(62) of the Conditions.

SECTION IV

COVENANTS AND RESTRICTIONS TO BE OBSERVED AND PERFORMED BY THE OWNERS

Maintenance of the Covered Footbridges

(46) The Owner(s) of the Commercial Unit (including the Registered Owner) hereby covenants with the other Owners of the Development that it/they will be solely responsible for the repair, maintenance, operation and upkeep of the Covered Footbridges at its/their own costs and expenses.

SECTION V

MANAGEMENT OF THE DEVELOPMENT

(B) Powers and Duties of Manager

General duties

(1) Subject as provided in this Deed the Manager shall be responsible for and shall have full and unrestricted authority to do all such acts and things as may be necessary or requisite for the proper management of the Development (save and except the Government Accommodation) and in particular the following:-
To carry out maintenance works required by the Conditions

(n) if and for so long as may be required by the Conditions, to carry out such maintenance and/or repairing works referred to in the Conditions and/or the maintenance and/or repair of the sewage treatment plants, the drains and channels, prestressed ground anchors (if any) and fire services installations and equipment PROVIDED THAT the Manager shall not be made personally liable for carrying out any such requirements under the Conditions which shall remain the responsibility of the Owners if, having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the Owners pursuant to the terms of this Deed and PROVIDED FURTHER THAT the Manager's power and duty under this Clause (1)(n) shall not extend to works required to be carried out by a particular Owners whether under the Conditions or this Deed.

To comply with the Conditions, etc.

(ba) To take all steps necessary or expedient for complying with the Conditions and, in particular, to carry out such maintenance repair, management, operation, upkeeping and/or monitoring works for complying the Special Conditions Nos.(5), (9), (19), (40), (61), (64), (66), (70) and (71) thereof (which for the avoidance of doubt shall not include such construction and development works to be carried out by the Registered Owner for the purpose of obtaining the Certificate of Compliance of the Conditions in respect of the Land) and/or any statutory or Governmental requirements concerning or relating to the Land and/or the Development for which no Owner, tenant or occupier of the Land and/or the Development is solely responsible. For the avoidance of doubt, the Owner(s) of the Commercial Unit shall be solely responsible for the maintenance works of the Pedestrian Walkway and such part of the Bridge within the Commercial Accommodation and the operation, maintenance and upkeep of the Lighting System at its own costs and expenses and for complying with the relevant terms and conditions in the Conditions in respect thereof.

To maintain Government Accommodation Service upon request

(bb) Upon the request of the Owner of the Government Accommodation, the Manager will undertake the maintenance of the Government Accommodation Service and will be reimbursed with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

To maintain the Items

(bc) To manage and maintain the Items in all respects to the satisfaction of the Director of Lands. All Owners (excluding F.S.I. as the Owner of the Government Accommodation) shall indemnify and keep indemnified the Government and F.S.I. (as the Owner of the Government Accommodation) against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising directly out of or as a consequence of the failure to manage and maintain the Items.

(D) Management Expenses

Items included in Management Expenses

(4) The annual budget in respect of the Common Areas and the Common Facilities shall cover the Management Expenses for the Common Areas and the Common Facilities including without limiting the generality of the foregoing the following items:-

(a) The costs and expenses in connection with the carrying out of all or any of the duties of the Manager as set out in Section V hereof;

(g) The costs of maintenance and/or repair works described in Clauses (1)(n), (1)(o), (1)(bc) and (bd) of Subsection (B) of Section V of this Deed;

(h) The costs and expenses for compliance of the obligations under the Conditions and/or for the maintenance, repair and/or other works and/or the operation of the facilities (if any) in accordance with the requirements under the Conditions including those mentioned in Clauses (1)(an), (1)(ao), (1)(ap) and (1)(ba) of Subsection (B) of Section V of this Deed;

SECTION IX

MISCELLANEOUS

(15) The Registered Owner shall be responsible for the maintenance and demolition of the temporary footbridge as referred to in Special Condition No.(43) of the Conditions at the costs and expenses of the Registered Owner.

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施：

1. 描述

(a) 新批地文件第20873號(「批地文件」)特別條款第(5)(a)(i)(I)條所載的「綠色範圍」；

(b) 批地文件特別條款第(5)(a)(i)(II)條所載的「綠色範圍構築物」；

(c) 批地文件特別條款第(9)(a)(i)條所載的「黃色範圍」；

(d) 批地文件特別條款第(9)(a)(i)條所載的「黃色範圍構築物」；

(e) 批地文件特別條款第(9)(a)(ii)條所載的「黃色加黑點範圍」；

(f) 批地文件特別條款第(9)(a)(ii)條所載的「黃色加黑點範圍構築物」；

(g) 批地文件特別條款第(19)(a)(i)條所載的「構築物」；

(h) 批地文件特別條款第(19)(a)(ii)條所載的「保護措施」；

(i) 批地文件特別條款第(21)(a)條所載的「政府樓宇」；

(j) 批地文件特別條款第(40)(a)條所載的「擬建天橋」；

(k) 批地文件特別條款第(41)(a)(i)條所載的「照明系統」；

(l) 批地文件特別條款第(44)(a)(i)條所載的「擬建行人天橋」；

(m) 批地文件特別條款第(46)(a)條所載的「行人走道」；

(n) 批地文件特別條款第(61)(b)條所載的「其他道路或出入通道」；及

(o) 批地文件特別條款第(71)(a)(i)條所載的「改道工程」。

2. 公眾有權按照批地文件規定使用1(a)，(b)，(c)，(d)，(e)，(f)，(g)，(h)，(j)，(k)，(l)，(m)及(n)段所載的各項設施。

B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施：

3. 描述

(a) 「綠色範圍」；

(b) 「綠色範圍構築物」；

(c) 「黃色範圍」；

(d) 「黃色範圍構築物」；

(e) 「黃色加黑點範圍」；

(f) 「黃色加黑點範圍構築物」；

(g) 「構築物」；

(h) 「保護措施」；

(i) 「擬建天橋」；

(j) 「照明系統」；

(k) 批地文件特別條款第(43)條所載的「上述臨時行人天橋」；

(l) 「擬建行人天橋」；

(m) 「行人走道」；

(n) 批地文件特別條款第(61)(a)條所載的「現有道路」；

(o) 「其他道路或出入通道」；及

(p) 批地文件特別條款第(71)(a)(ii)條所載的「公用服務設施」。

4. 公眾有權依據批地文件規定使用各設施。

5. 於3(a)至(i)及(n)至(p)段提及之各項設施由期數住宅物業的擁有人出資管理、營運或維持。

6. 期數中住宅物業的擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持3(a)至(i)及(n)至(p)段提及之各項設施的部份開支。

備註：

(i) 根據公契，於3(j)至(l)及(m)段提及之各項設施的管理、營運或維持開支須由商業單位擁有人負責。

(ii) 根據公契，於3(k)段提及之設施的管理、營運或維持開支須由賣方負責。

C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地：

7. 不適用

D. 期數所位於的土地中為施行「建築物(規劃)規例」(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分：

8. 不適用

E. 顯示該等設施、休憩用地及土地中的該等部份位置圖則：

9. 本節末頁載有以下複製/繪製圖則：-

新批地文件第20873號夾付的圖則I。

F. 批地文件中關於該等設施、休憩用地及土地中該等部份的條文

10. 批地文件特別條款第(5)條規定：

"(a)「承授人」須：

(i) 於2017年3月31日(或「署長」批准的其他日期)或之前，自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：

(I) 鋪設及平整(A)在本文所夾附「圖則I」以綠色顯示的日後擬建公共道路範圍及(B)在本文所夾附「圖則I」以粉紅色間三角黑線顯示而構成「第一區」(釋義以第(18)(a)條批地特別條款所訂為準)一部份的日後擬建公共道路範圍(上述綠色範圍及粉紅色間三角黑線範圍以下統稱「綠色範圍」)；及

(II) 提供及建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「綠色範圍構築物」)；

以便於「綠色範圍」建造建築物和供車輛及行人往來。

(ii) 於2017年3月31日(或「署長」批准的其他日期)或之前，自費以「署長」滿意的方式在「綠色範圍」鋪設表面、建造路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及

(iii) 自費維修「綠色範圍」和「綠色範圍構築物」及在該處建造、安裝及提供之所有構築物、表面、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、道路標記及機器，以令「署長」滿意，直至「綠色範圍」或其任何部份按照本文第(6)條批地特別條款交回「政府」為止。

(b) 如「承授人」不履行本批地特別條款(a)款所訂的「承授人」責任，「政府」可執行必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(c) 倘因「承授人」履行本批地特別條款(a)款所訂之「承授人」責任或「政府」行使本批地特別條款(b)款所訂權利等導致或連帶「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「署長」概無需承擔責任。「承授人」不可基於上述損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償。

(d) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。"

11. 批地文件特別條款第(6)條規定：

"茲為執行本文第(5)條批地特別條款所訂的必要工程，「承授人」將於本「協議」生效日獲授予「綠色範圍」之管有權。「承授人」應在被要求時將「綠色範圍」或其任何部份交還「政府」，而於任何情況下「綠色範圍」亦會被視為於「署長」發函說明「承授人」已以其滿意的方式全面履行「此等條款」當日交還「政府」。「承授人」管有「綠色範圍」或其任何部份期間，須允許所有「政府」及公共車輛和行人於任何合理時間進出及通行「綠色範圍」，並確保不會因為執行本文第(5)條批地特別條款規定的工程或其他工程而干預或阻礙此等通行權。"

12. 批地文件特別條款第(7)條規定：

"如非事前獲「署長」書面同意，「承授人」不得使用「綠色範圍」或其任何部份作儲物或搭建任何臨時構築物又或執行並非本文第(5)條批地特別條款所訂工程的任何其他用途。"

13. 批地文件特別條款第(8)條規定：

"(a)「承授人」須在其管有「綠色範圍」或其任何部份所有合理時間內：

(i) 准許「署長」、其職員、承建商及任何其他獲「署長」授權人士持有或沒有工具、設備、機器、機械或汽車有權進出，再進出並通過該地段及「綠色範圍」或其任何部份以檢查，檢察和監督為符合本批地文件特別條款第(5)(a)條進行的工程及執行、檢查，檢察和監督於本批地文件特別條款第(5)(b)條和「署長」認為在「綠色範圍」或其任何部份所需的任何其他工程；

(ii) 准許政府和獲政府授權相關的公用事業公司持有或沒有工具、設備、機器、機械或汽車有權進出，再進出並通過該地段及「綠色範圍」或其任何政府或相關公用事業公司要求的部份以執行任何於「綠色範圍」或其任何部份或任何毗鄰土地之中或之下的任何工程包括但不限於為提供電話，電力，煤氣(如果有的話)及其他擬作服務該地段或任何毗鄰或鄰近土地或處所之服務而鋪設及其後保養之所有管道，電線，導管，電纜管道和其他傳導介質及輔助設備。「承授人」應與政府並與獲政府授權相關的公用事業公司於「綠色範圍」或其任何部份內之前述工程所有事項中充分合作；

(iii) 准許水務署職員或獲其等授權人士持有或沒有工具、設備、機器、機械或汽車有權進出，再進出並通過該地段及「綠色範圍」或其任何水務署職員或授權人士要求的部份以執行任何與操作、維修、修理、更換及改動或任何其他須於「綠色範圍」或其任何部份內之水務裝置工程；及

(iv) 准許渠務署署長、其職員、承建商、其等之工人及獲其等授權人士持有或沒有工具、設備、機器、機械或汽車進出，再進出並通過該地段及「綠色範圍」或其任何部份區域以執行有關檢查、操作、維修、修理、更換及改動「綠色範圍」或其任何部份中的任何雨水渠、下水道及任何渠務改善工程。

(b) 政府、「署長」、水務署、渠務署署長、其等之職員、代理、承建商或工人及其他獲授權人士無須為任何就政府、「署長」、水務署、渠務署署長、其等之職員、代理、承建商、工人及任何其他人士或按此特別條款第(a)款獲授權之公用事業公司行使其權利而導致「承授人」或任何其他人士之任何損失、損害、滋擾或干擾而負責，而「承授人」亦不得向其等申索任何損失、損害、滋擾或干擾之賠償。"

14. 批地文件特別條款第(9)條規定：

"(a)(i) 「承授人」應在2011年12月31日(或「署長」批准的其他日期)或之前，在本文第(71)(a)(i)條批地特別條款所訂的必要工程完竣後，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，以全面令「署長」滿意在本文所夾附「圖則I」以黃色顯示的日後擬建公共道路範圍(以下簡稱「黃色範圍」)進行鋪設、平整工程和鋪築表面及排水渠，並且提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「黃色範圍構築物」)，以便於「黃色範圍」建造建築物及供車輛和行人往來。

(ii) 如「署長」規定，「承授人」應在2011年3月31日(或「署長」批准的其他日期)或之前，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，以全面令「署長」滿意在本文所夾附「圖則I」以黃色加黑點顯示的日後擬建公共道路範圍(以下簡稱「黃色加黑點範圍」)進行鋪設、平整工程和鋪築表面及排水渠，並且提供和建造「署長」全權酌情為必要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「黃色加黑點範圍構築物」)，以便於「黃色加黑點範圍」建造建築物及供車輛和行人往來。

(b) 「承授人」應自費維修「黃色範圍」、「黃色加黑點範圍」及「黃色範圍構築物」、「黃色加黑點範圍構築物」和在該處興建之任何其他構築物，以令「署長」滿意，直至「黃色範圍」及「黃色加黑點範圍」或其任何部份按照本文第(10)條批地特別條款交回「政府」為止。

(c) 如「承授人」不履行本批地特別條款(a)或(b)款所訂的「承授人」責任，「政府」可執行必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(d) 倘因「承授人」履行本批地特別條款(a)及(b)款所訂之「承授人」責任或「政府」行使本批地特別條款(c)款所訂權利等導致或連帶「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概無需承擔責任。「承授人」不可基於上述損失、損害、滋擾或騷擾向「政府」或「署長」或其授權人員索償。

(e) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。"

15. 批地文件特別條款第(10)條規定：

"(a) 茲為執行本文第(9)(a)(i)及(9)(b)條批地特別條款所訂的必要工程，「承授人」將於本「協議」生效日獲授予「黃色範圍」之管有權。「承授人」應在被要求時將「黃色範圍」或其任何部份交還「政府」，而於任何情況下「黃色範圍」或其任何部份亦會被視為在「署長」發函指定的一個或多個日期交還「政府」，惟「政府」毋須必定收回「黃色範圍」或其任何部份之管有權。「承授人」管有「黃色範圍」或其任何部份期間，須允許所有「政府」及公共車輛和行人於任何合理時間進出及通行相關範圍，並確保不會因為執行本文第(9)條批地特別條款等規定的工程或其他工程而干預或阻礙此等通行權。

(b) 茲為執行本文第(9)(a)(ii)及(9)(b)條批地特別條款所訂的必要工程，倘本文第(9)(a)(ii)條批地特別條款指定拓建「黃色加黑點範圍」，「承授人」將在「署長」指定的日期獲授予「黃色加黑點範圍」之管有權。「承授人」應在被要求時將「黃色加黑點範圍」或其任何部份交還「政府」，而於任何情況下「黃色加黑點範圍」或其任何部份亦會被視為在「署長」發函指定的一個或多個日期交還「政府」，惟「政府」毋須必定收回「黃色加黑點範圍」或其任何部份之管有權。「承授人」管有「黃色加黑點範圍」或其任何部份期間，須允許所有「政府」及公共車輛和行人於任何合理時間進出及通行相關範圍，並確保不會因為執行本文第(9)條批地特別條款等規定的工程或其他工程而干預或阻礙此等通行權。"

16. 批地文件特別條款第(11)條規定：

"如非事前獲「署長」書面同意，「承授人」不得在「黃色範圍」及「黃色加黑點範圍」或其任何部份儲物或搭建任何臨時構築物又或並非執行本文第(9)條批地特別條款等所訂工程的任何其他用途。"

17. 批地文件特別條款第(12)條規定：

"(a)「承授人」須在其管有「黃色範圍」及「黃色加黑點範圍」或其任何部份所有合理時間內：

(i) 准許「署長」、其職員、承建商及任何其他獲「署長」授權人士持有或沒有工具、設備、機器、機械或汽車有權進出，再進出並通過該地段，「黃色範圍」及「黃色加黑點範圍」或其任何部份以檢查，檢察和監督為符合本批地文件特別條款第(9)(a)或(9)(b)條進行的工程及執行、檢查，檢察和監督於本批地文件特別條款第(9)(c)條和「署長」認為在「黃色範圍」及「黃色加黑點範圍」或其任何部份所需的任何其他工程；

(ii) 准許政府和獲政府授權相關的公用事業公司持有或沒有工具、設備、機器、機械或汽車有權進出，再進出並通過該地段，「黃色範圍」及「黃色加黑點範圍」或其任何政府或相關公用事業公司要求的部份以執行任何於「黃色範圍」及「黃色加黑點範圍」或其任何部份或任何毗鄰土地之中或之下的任何工程包括但不限於為提供電話，電力，煤氣(如果有的話)及其他擬作服務該地段或任何毗鄰或鄰近土地或處所之服務而鋪設及其後保養之所有管道，電線，導管，電纜管道和其他傳導介質及輔助設備。「承授人」應與政府並與獲政府授權相關的公用事業公司於「黃色範圍」及「黃色加黑點範圍」或其任何部份內之前述工程所有事項中充分合作；

(iii) 准許水務署職員或獲其等授權人士持有或沒有工具、設備、機器、機

械或汽車有權進出，再進出並通過該地段，「黃色範圍」及「黃色加黑點範圍」或其任何水務署職員或授權人士要求的部份以執行任何與操作、維修、修理、更換及改動或任何其他須於「黃色範圍」及「黃色加黑點範圍」或其任何部份內之水務裝置工程；及

(iv) 准許渠務署署長、其職員、承建商、其等之工人及獲其等授權人士持有或沒有工具、設備、機器、機械或汽車進出，再進出並通過該地段、「黃色範圍」及「黃色加黑點範圍」或其任何部份區域以執行有關檢查、操作、維修、修理、更換及改動「黃色範圍」及「黃色加黑點範圍」或其任何部份中的任何雨水渠、下水道及任何渠務改善工程。

(b) 政府、「署長」、水務署、渠務署署長、其等之職員、代理、承建商或工人及其他獲授權人士無須為任何就政府、「署長」、水務署、渠務署署長、其等之職員、代理、承建商、工人及任何其他人士或按此特別條款第(a)款獲授權之公用事業公司行使其權利而導致「承授人」或任何其他人士之任何損失、損害、滋擾或干擾而負責，而「承授人」亦不得向其等申訴索任何損失、損害、滋擾或干擾之賠償。”

18. 批地文件特別條款第(14)條規定：

“(a) 該地段或其任何部份或現已或將會建於該處的任何建築物或建築物部份除作非工業用途(酒店、加油站及貨倉例外)外概不可作任何其他用途。

(b) 跨越本文所夾附「圖則I」以粉紅色加黑點及粉紅色間三角黑線顯示的範圍而超出「香港主水平基準」10.0米至36.6米水平的空域(以下簡稱「空域」)，除建造「擬建天橋」(釋義以本文第(40)條批地特別條款所訂為準)或「署長」以書面批准的其他用途外，不可作任何其他用途。「空域」構成該地段一部份，而為免存疑現聲明就「此等條款」而言，任何現已或將會於「空域」(包括「擬建天橋」)內興建的建築物將被視為現已或將會於該地段興建的建築物。”

19. 批地文件特別條款第(18)條規定：

“(a) 為免存疑，現聲明：

(i) 位於「空域」之下和在本文所夾附「圖則I」以粉紅色加黑點及粉紅色間三角黑線顯示範圍(以下簡稱「第一區」)的該土地所有部份；及

(ii) 位於「空域」之上和在本文所夾附「圖則I」以粉紅色加黑點及粉紅色間三角黑線顯示範圍(以下簡稱「第二區」)(「第一區」及「第二區」以下統稱「該等區域」)內的所有空域，

並不屬於該地段一部份，而「承授人」並無「該等區域」的擁有、管有權或使用的權利或業權。除依照本文規定外，「承授人」不得在「該等區域」興建或建造或放置任何建築物或構築物或物件。

(b) 為免存疑，現聲明「政府」有權使用或允許、達致他人使用「該等區域」或其任何部份作其全權酌情決定的任何用途，不論作公共行車及行人道路或其他用途。「承授人」或任何其他人士均不可因為「政府」就「該等區域」行使任何權利或因為或鑒於使用「該等區域」作任何用途，不論作公共行車及行人道路或其他用途而對「政府」行使任何權利或索償，不論根據任何成文法則或其他。”

20. 批地文件特別條款第(19)條規定：

“(a)「承授人」應自費按「署長」訂明的方式、位置、物料、標準、設計及水平，在「署長」指定的期限內以達至「署長」全面滿意的程度：

(i) 在「該等區域」興建及建造「署長」認為必要(其決定將作終論並對「承授人」有約束力)的構築物(以下簡稱「構築物」)以支撐「擬建天橋」(釋義以本文第(40)條批地特別條款所訂為準)；及

(ii) 於該地段及「該等區域」內建造、興建、安裝及提供「署長」認為必要(其決定將作終論並對「承授人」有約束力)的保護措施，包括屏障及圍欄(以下簡稱「保護措施」)，以保護「構築物」或防止「構築物」因撞擊或其他理由而受任何性質的損壞。

(b) 「承授人」應在本文協定的整個批租年期內自費維修和修理「構築物」及「保護措施」，以全面令「署長」滿意。

(c) (i) 如發現「擬建天橋」(釋義以本文第(40)條批地特別條款所訂為準)、「構築物」及「保護措施」(「擬建天橋」、「構築物」及「保護措施」以下統稱「擬建天橋保護支承件」)有任何缺點或於任何情況下受損，或倘「署長」認為(其決定將作終論並對「承授人」有約束力)「擬建天橋保護支承件」對「該等區域」或位於或行經該處任何人等、車輛或其他財產不安全或危險，「承授人」須自費以「署長」全面滿意的程度，在「署長」指定的期限內對「擬建天橋保護支承件」進行修理或補救工程或其他必需或「署長」規定的工程。

(ii) 如因任何事故，包括但不限於「擬建天橋保護支承件」結構不良、失修或維修不善、倒塌或瓦礫泥頭或其他物件於「擬建天橋保護支承件」建造期間或其後從該處墜下，以致「該等區域」受損或「署長」認為(其決定將作終論並對「承授人」有約束力)可能受損，「承授人」須自費以至「署長」全面滿意，在「署長」指定的期限內對「該等區域」進行所有修理、建造或重建工程或其他必需或「署長」規定的工程。然而，茲毋損「政府」可根據本「協議」或在法律上享有的任何其他權利和補償權，「署長」可毋須通知「承授人」或說明理由，自行決定執行本款訂明必須執行的工程或其任何部份，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等工程費用(包括但不限於拆卸及清理泥頭的費用)的款項，金額由「署長」釐定，而其決定將作終論並對「承授人」有約束力。

(iii) 倘因「該等區域」進行任何工程或使用「該等區域」作公共道路或其他用途而導致或引起任何損失、損害、滋擾或騷擾、索償、需索、訴訟或其他法律程序，「政府」、其傭僕、人員、代理及承辦商概毋須就此向「承授人」、其傭僕、代理、受許可人、訪客、工人、承辦商和任何其他人士或人等承擔責任。

(iv) 倘「承授人」、其傭僕、代理、受許可人、訪客、工人及承辦商因為或因應興建、建造、使用、維修、修理、更改、拆卸、清理及重建「擬建天橋保護支承件」而作出或遺漏作出任何事宜，以致引起或導致任何性質的責任、索償、費用、訴訟、需索及法律程序，「承授人」時刻均須就此向「政府」、其傭僕、人員、代理及承辦商作出彌償並確保彼等被彌償。

(d) 如「承授人」不履行本批地特別條款(a)、(b)及(c)(i)款所訂的「承授人」責任，「署長」可執行必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(e) 於本批地特別條款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。”

21. 批地文件特別條款第(20)條規定：

“(a) 於本文協定的整個批租年期內，如事前獲「署長」書面同意並在不抵觸其制訂的條款與條件的情況下，「承授人」及其承辦商可攜帶工具、設備、機器與否或駕車進入、行經及通行「該等區域」或其任何部份，以執行「此等條款」所訂的「承授人」責任。

(b) 於本文協定的整個批租年期內任何時間，特別是不論依照「此等條款」規定與否進行任何拆卸、修復、建造、修理、維修、更改及拆除工程或其他工程時(以下簡稱「該等工程」)，「承授人」：

(i) 不可干預「該等區域」上、內或毗鄰的任何公共道路、行人徑、公用事業設施及相關工程或任何其他構築物和裝置或該處的任何車輛或行人交通或其他用途；及

(ii) 採取完善及充足的預防措施，防止「該等區域」上、內或毗鄰的任何公共道路、行人徑、公用事業設施及相關工程或任何其他構築物和裝置受損，以及防止使用「該等區域」或任何毗鄰處所的人士受傷或車輛受損，並且自費以達至「署長」全面滿意的程度修復因「承授人」、其租客、受許可人、代理、傭僕、承辦商和工人不論是否於執行「該等工程」等期間對「該等區域」上、內或毗鄰的任何公共道路、行人徑、公用事業設施及相關工程或任何其他構築物和裝置造成的損害，此外並須對因為實施「該等工程」或有關該等損壞或受損所引起或招致的所有責任、索償、費用、收費、訴訟或法律程序向「政府」、其人員、代理、承辦商、工人或其他獲妥為授權人士作出彌償並確保彼等被彌償。

(c) 如「承授人」不履行本批地特別條款(b)款所訂的「承授人」責任，「署長」可執行必要的工程，費用由「承授人」承擔。「承授人」須於接獲通知時向「政府」支付相等工

程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。於本款，「承授人」一詞不包括本文第(27)條批地特別條款所載的「財政司司長法團」。”

22. 批地文件特別條款第(21)條規定：

“(a)「承授人」應自費以達至「署長」全面滿意的程度及良好工藝，按照本文所夾附「工程規格附表」(以下簡稱「工程規格附表」)及根據本文第(22)(a)條批地特別條款批核的圖則，於該地段內興建、建造和提供以下樓宇：

(i) 一個社區會堂：(I)樓面總面積不超過1,287平方米及(II)淨作業樓面面積不可小於593平方米(以下簡稱「社區會堂」)；

(ii) 兩個車位供停泊根據《道路交通條例》、其附屬規例及相關修訂法例持牌而屬於「社區會堂」佔用人和彼等真正訪客、來賓或賓客的車輛；每個車位面積最少2.5米闊，5.0米長，淨空高度最少2.4米，並須位於「社區會堂」附近；及

(iii) 兩個上落車位供「社區會堂」相關車輛上落客貨；每個客貨上落車位面積最少3.5米闊，11.0米長，淨空高度最少4.7米，並須位於「社區會堂」附近，

此等樓宇必須在2017年3月31日或之前建成並適宜佔用及運作。此等樓宇連同「署長」全權酌情指定(「署長」的決定將作終論並對「承授人」有約束力)供該處專用的其他地方、設施、服務及裝置，以下統稱「政府樓宇」。

(b) 「政府」現保留絕對酌情權利隨時更改或改動「政府樓宇」或其任何部份的用途。

(c) (i) 茲為釐定「政府樓宇」任何部份的淨作業樓面面積，除非另有說明，否則淨作業樓面面積將視作包含「工程規格附表」詳列「政府樓宇」部份內所有房間及空間的淨樓面總面積，但不包括任何構築物及間隔、流通地方、樓梯、樓梯大堂、電梯平台、廁所設施所佔用空間及電梯與空調系統等機電服務。

(ii) 於本批地特別條款，個別房間或空間的淨樓面面積指該房間或空間圍牆或邊界範圍內由該處已整飾或概念性牆壁表面、獨立柱或牆柱之間量度所得的面積。”

23. 批地文件特別條款第(22)條規定：

“(a) (i) 「承授人」應向「署長」提交或達致他人提交「政府樓宇」的圖則以供書面批核。「政府樓宇」圖則應註明「政府樓宇」的水平、位置及設計詳情，以及「署長」要求的任何其他詳細資料。

(ii) 「政府樓宇」圖則獲批准後，除非事前獲「署長」書面批准或「署長」規定，否則「承授人」不得將其改動、更改、修訂、修改或取代。

(iii) 根據本批地特別條款(a)款批核的「政府樓宇」圖則將被視作已包含「署長」事後批准或規定的改動、更改、修訂、修改或取代內容。

(b) 「署長」根據本批地特別條款(a)款規定批核「政府樓宇」的圖則前，該地段不可進行任何建築工程(本文第(2)條批地特別條款訂明的地盤平整工程及清拆工程除外)。”

24. 批地文件特別條款第(23)條規定：

“(a)「署長」有權按其全權酌情視為恰當，改動、更改、修訂、修改或取代「工程規格附表」。

(b) 除非事前徵得「署長」書面批准，「承授人」不可改動、更改、修訂、修改或取代「工程規格附表」。

(c) 「署長」根據本批地特別條款(a)款進行或「承授人」按照本批地特別條款(b)款規定經「署長」批准進行的「工程規格附表」改動、更改、修訂、修改或取代項目，一律視作已納入「工程規格附表」並構成其一部份。”

25. 批地文件特別條款第(24)條規定：

“(a)「署長」可全權酌情指定「政府」部門人員(以下簡稱「政府人員」)概括監管「政府樓宇」的設計、建造、裝配及完工，同時監察其建造、裝配及完工情況(以下統稱「建造工程」)，以確保「政府樓宇」的「建造工程」按照「此等條款」實施。

(b) 「承授人」就其知悉或其傭僕、代理、承辦商及工人知悉任何影響或關乎「政府樓宇」或其任何部份或「政府樓宇」或其任何部份「建造工程」的狀況、限制、規定及資訊，必須即時通知「政府人員」，並須提供所有圖則、工地記錄、通知書、函件、證書、批准書及資料，並且在「政府人員」要求時提供所有必要支援和充分合作。

(c) 「承授人」應不時通知「署長」及「政府人員」其何時可向建築事務監督申領「政府樓宇」或其任何部份的相關「佔用許可證」或「臨時佔用許可證」。

(d) 「政府人員」行使本批地特別條款(a)款所賦予權力而招致或引起任何性質費用、索償、需索、收費、損害、訴訟或法律程序，「政府」及「署長」概不承擔任何責任。

(e) 「承授人」須就「政府樓宇」或其任何部份「建造工程」所招致或引起的任何性質的責任、費用、開支、索償、訴訟、需索及法律程序向「政府」及「署長」彌償。”

26. 批地文件特別條款第(25)條規定：

“(a) 除向「政府」支付其規定的任何其他款項外，而茲毋損「此等條款」賦予「政府」的權利或「政府」的其他權利，倘「承授人」未能在本文第(21)(a)條批地特別條款所訂的日期達「署長」滿意的程度完成「政府樓宇」並使其達致適合佔用及作業，「承授人」須於「政府」需索時向「政府」付款，有關款項為算定損害賠償而非罰款，該款項計算率為每日港幣20,400.00元，由本文第(21)(a)條批地特別條款訂明的日期翌日開始，直至並包括「署長」根據本文第(26)(b)條批地特別條款所發出竣工證明書訂明的日期。

(b) 為免存疑，現協議及聲明儘管「政府」收取上述任何算定損害賠償，本文訂明「承授人」仍須履行及遵守之餘下責任亦概不免除。”

27. 批地文件特別條款第(26)條規定：

“(a) 「政府樓宇」或有關部份落成後十四(14)日內，「承授人」應向「署長」提交由「承授人」就該地段發展項目所聘用之「認可人士」(釋義以《建築物條例》、任何附屬規例及任何相關修立法例所訂為準)簽發的證明書，證明已依照「此等條款」建成「政府樓宇」或有關部份。

(b) 如「署長」認為(其有關決定將作終論並對「承授人」有約束力)「政府樓宇」已以達其滿意建成並適合佔用及作業，便會就此向「承授人」發出完工證明書。然而，「署長」可全權酌情就其認為已達其滿意建成並適宜佔用和運作的「政府樓宇」部份簽發完工證明書。

(c) 儘管「署長」簽發完工證明書，本文第(24)(e)及(30)條批地特別條款訂明「承授人」應有的責任和「此等條款」指定其仍須履行及遵守的其他責任亦不會因此免除。”

28. 批地文件特別條款第(27)條規定：

“(a) 儘管本文另有相反規定，「承授人」應在「署長」作出要求時，無需代價自費及以不帶任何產權負擔的形式，向根據《財政司司長法團條例》、其附屬規例及任何相關修訂法例成立為單一法團之「財政司司長法團」(以下簡稱「財政司司長法團」；如上下文意允許，「財政司司長法團」一詞之釋義包括其繼承人及受讓人)轉讓本批地特別條款(b)款所訂的不分割份數及空置管有權，以及使用、佔用和享用「政府樓宇」的專有權利，「承授人」須於「署長」書面指定的期間內完成轉讓已根據本文第(26)(b)條批地特別條款獲發完工證明書的「政府樓宇」或其任何部份。

(b) 依照本批地特別條款(a)款轉讓予「財政司司長法團」的該地段整體不分割份數數額，將由「署長」根據「政府樓宇」樓面總面積佔現已或將會建於該地段內所有建築物樓面總面積的比例釐定。「署長」的有關決定將作終論並對「承授人」有約束力。

(c) 在「署長」要求時(不論「承授人」是否根據本批地特別條款(a)款所訂被要求轉讓)，「承授人」須向「署長」提交或達致他人提交「政府樓宇」或其任何部份的轉讓契約，以供「署長」書面批核。轉讓契約應採取「署長」指定或批准的格式並載明指定條款。

(d) 「政府樓宇」或其任何部份的轉讓交易完成時，「承授人」須自費向「財政司司長法團」提交一套該地段契約及文件的正本或核證文本，以及由「承授人」律師填妥並以證明書核實的「政府樓宇」或其有關部份的轉讓契約之註冊摘要。於土地註冊處註冊轉讓契約的所有應繳費用一律由「承授人」獨力承擔。”

29. 批地文件特別條款第(28)條規定：

"「署長」有權在根據本文第(27)條批地特別條款轉讓「政府樓宇」之前，隨時要求交付已根據本文第(26)(b)條批地特別條款簽發完工證明書的「政府樓宇」或其「署長」規定之部份之空置管有權。「承批人」須於接獲要求時，將其交予「政府」，以供「政府」按照「署長」視為恰當的條款與條件專用、佔用、運作或裝修。"

30. 批地文件特別條款第(29)條規定：

"(a) 茲毋損本文第(30)條批地特別條款之規定，「承授人」必須自費保養至「署長」全面滿意「政府樓宇」和該處各屋宇裝備裝置，以保持其狀態良好，直至本文第(30)(a)條批地特別條款訂明的「保養期」屆滿為止。

(b) 茲純粹就本批地特別條款而言，「承授人」一詞不包括其受讓人但包括本文第(49)條批地特別條款所載的承讓人。"

31. 批地文件特別條款第(30)條規定：

"(a) 「政府樓宇」及該處各屋宇裝備裝置如有任何下列缺點、失修、不善、故障、失靈或任何其他尚未完成工程(不論乃關乎工藝、物料、設計或其他)，以致引起或引致任何索償、費用、需索、收費、損害、訴訟及法律程序，「承授人」現承諾向「政府」及「財政司司長法團」作出賠償並確保其免責：

(i) 於「承授人」交付「政府樓宇」管有權當日已存在者；及

(ii) 「承授人」交付「政府樓宇」管有權各別日期後365日內(以下簡稱「保養期」)出現或呈現者。

(b) 如「署長」或「財政司司長法團」或兩者要求，「承授人」必須自費在「署長」或「財政司司長法團」或兩者指定的日期內以其指定的標準及方式執行所有維修、修理、修改、重建及糾正工程和任何其他必要工程，以補救及糾正「政府樓宇」或其任何部份和該處各屋宇裝備裝置於「保養期」內出現或呈現的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。除此之外，「承授人」並須自費在「署長」或「財政司司長法團」或兩者指定的日期內以其指定的標準及方式補救及糾正「政府樓宇」或其任何部份和該處各屋宇裝備裝置於「承授人」交付管有權各別日期已存在的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。

(c) 每一「保養期」即將屆滿時，「署長」或「財政司司長法團」或兩者將安排檢驗相關「政府樓宇」部份和該處各屋宇裝備裝置，以查找任何明顯的缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「署長」或「財政司司長法團」各自保留權利於每一「保養期」屆滿後十四(14)日內向「承授人」發出一份或多份「建築瑕疵細目表」，列明相關「政府樓宇」部份及該處各屋宇裝備裝置的明顯缺點、失修、不善、故障、失靈或任何其他尚未完成工程。「承授人」須自費安排執行所有必要工程，以於「署長」或「財政司司長法團」或兩者指定的日期內以其指定的標準及方式補救和糾正此等缺失。

(d) 如「承授人」未能執行本批地特別條款(b)及(c)款所訂的任何工程，「政府」或「財政司司長法團」或兩者可自行施工。「承授人」須於接獲通知後支付經「署長」核證(其決定將作終論並對「承授人」有約束力)為「政府」或「財政司司長法團」或兩者因此招致的所有相關費用及收費，另加相等於費用及收費總額百分之二十(20%)的行政費。

(e) 「承授人」須達致其母公司或「署長」全權酌情指定的其他有聯繫公司發出擔保書，承諾該公司無條件及不可撤回地：

(i) 擔保履行本批地特別條款訂明「承授人」應有的責任；及

(ii) 向「政府」及「財政司司長法團」作出彌償因「承授人」任何違反或不履行本批地特別條款所訂責任而招致或引起「政府」或「財政司司長法團」或兩者的所有損失、損害、費用、收費、開支及責任。

上述擔保書須遵從「香港」法律，並採用「署長」核准的格式，於本「協議」訂立當日30天內提交「署長」。如「承授人」的母公司或有聯繫公司於「香港」境外註冊，又如「署長」或「財政司司長法團」或兩者要求，「承授人」應取得並提交「署長」由根據《銀行業條例》第16條持牌的銀行簽發而格式全面符合「署長」要求的履約保證書或擔保書。該履約保證書或擔保書的金額為1,159,500.00港元，用於確保向「政府」或「財政司司長法團」或兩者支付已根據本批地特別條款(d)款發出通知應繳惟「承授人」尚未清繳予「政府」或「財政司司長法團」或兩者的任何款項。

(f) 茲純粹就本批地特別條款而言，「承授人」一詞不包括其受讓人但包括本文第(49)條批地特別條款所載的承讓人。"

32. 批地文件特別條款第(31)條規定：

"「承授人」須於向「政府」交付「政府樓宇」的管有權各別日期後八(8)星期內盡快遵照「工程規格附表」規定，自費向「署長」提交所有相關的文件、圖則及材料。"

33. 批地文件特別條款第(32)條規定：

"(a)「承授人」須在本文協定批授的整個年期內，自費以至「署長」全面滿意維修以下項目(以下簡稱「該等物件」)：

(i) 「政府樓宇」的外飾面及「政府樓宇」之內、周圍、其中、其上及其下所有牆、柱、樑、天花、天台板、車道或地台板結構和任何其他結構項件；

(ii) 所有供「政府樓宇」及該地段發展項目其餘部份使用的電梯、自動扶手電梯及樓梯；

(iii) 屬於服務「政府樓宇」及該地段其餘發展項目其餘部份的系統一部份的所有屋宇裝備裝置、機器及設備(包括但不限於手提式及非手提式消防裝置設備)；

(iv) 如「政府樓宇」之下建有地庫，「政府樓宇」下方所有結構板，連同其內部及其下的排水系統；及

(v) 所有其他供「政府樓宇」及該地段發展項目其餘部份使用的公共部份及設施。

(b) 如「承授人」未能維修「該等物件」而招致或引起任何性質之責任、損害、開支、索償、費用、索求、收費、訴訟及法律程序，「承授人」將向「政府」或「財政司司長法團」或兩者作出彌償並確保其保持得到彌償。

(c) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。"

34. 批地文件特別條款第(40)條規定：

"(a)「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以至「署長」全面滿意，按照「署長」指定及批准的物料及標準、水平、定線、佈局、設計、闊度、高度、淨空高度及尺寸，在「空域」內提供及建造一個三層天橋(第一及二層各設行人走道，可設有或不設零售商店，第三層為行車道)，以連接已或將會建於該地段建築物至已或將會建於該地段南面土地並在土地註冊處註冊現名為元朗市地段第504號的土地(以便行人在天橋第一層及第二層行走，而車輛在第三層行駛)，包括但不限於提供及建造「署長」全權酌情指定或批准的支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置。上述三層行人及行車天橋連同所有支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置以下統稱「擬建天橋」。

(b) 茲毋損本文第(19)(c)條批地特別條款之規定，「承授人」必須自費以至「署長」全面滿意，於本文協定的整個批租年期內管理和維修「擬建天橋」，以保持其維修充足及狀態良好，並保持其整潔，其中包括但不限於「擬建天橋」底部及支撐「擬建天橋」的牆及柱。

(c) 於本文協定的整個批租年期內，「署長」可隨時向「承授人」發出書面通知，列明在「擬建天橋」內或上發現的缺點和需要修理之處。「承授人」須在「署長」指定的期限內，自費按照通知的要求妥善修葺及補救，以令「署長」滿意。

(d) 倘「承授人」、其傭僕、工人及承辦商因為或因應建造、更改、管理、修理及維修「擬建天橋」而作出或遺漏作出任何事宜，以致引起或導致的所有責任及任何性質的訴訟、法律程序、費用、索償、開支、損失、損害、收費及需索，「承授人」須就此向「政府」、其人員、代理、承辦商、工人及其他妥為授權人員作出彌償並確保彼等保持得到彌償。

(e) (i) 不論日夜，「承授人」時刻均須允許所有任何公眾人仕為合法目的的自由及免費按下列形式通行、再通行及行經「擬建天橋」：

(I) 第一層及第二層供徒步或乘坐輪椅通行；及

(II) 第三層供汽車通行，

以及徒步或乘坐輪椅或以汽車進入、通行、再通行及行經該地段和已或將會建於該處建築物，藉此從毗鄰的公共道路通往「擬建天橋」和從「擬建天橋」通往毗鄰的公共道路。除本批地特別條款(e)(ii)款訂明外，「擬建天橋」除作本批地特別條款(e)(i)款所訂作公眾通行用途外，不可作任何其他用途。

(ii) 在不抵觸本文第(17)(c)及(17)(d)條批地特別條款之規定的情況下，「承授人」可使用「擬建天橋」第一層及第二層個別部份作商業用途。有關是否構成商業用途，「署長」之決定將作終論並對「承授人」有約束力。

(iii) 在不抵觸本批地特別條款(e)(iv)款之規定的情況下，「承授人」不可使用或允許或容忍他人使用「擬建天橋」外部任何部份作廣告用途或展示任何標誌、告示或海報，除非「署長」批准或要求則屬例外。

(iv) 「承授人」須在「擬建天橋」上或內搭建、安裝及嗣後修理和維修按「署長」指定的交通標誌、街燈或其他形式的指示設備。

(v) 「承授人」不可在「擬建天橋」內或上作出任何行為或允許或容忍他人在該處作出任何行為，以致或可能導致在「擬建天橋」之下經過的任何人等或車輛或財物或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(g) 倘因「承授人」履行本批地特別條款訂明之「承授人」責任或因公眾使用「擬建天橋」或其他原因令「承授人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人及其授權的其他人概毋須就此承擔責任。「承授人」不得就此向「政府」、其人員、代理、承辦商、工人及其授權的其他人就該等損失、損害、滋擾或騷擾申索任何賠償。

(h) 如該地段或其任何部份進行重建，以致需要拆卸「擬建天橋」或其任何部份，「承授人」必須在「署長」指定的期限內自費以至「署長」滿意，按「署長」批准或指定的設計、物料、闊度、水平及位置，另行興建及建造新天橋或其任何部份連同相關之支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯及其他附屬結構以作替代。「署長」可按其視為恰當訂立條款與條件(包括繳付地價及費用)，「承授人」須遵守和執行該等條款及條件。在不抵觸「署長」訂立的此等條款與條件的情況下，又除非「署長」另行決定，「此等條款」關乎「擬建天橋」的規定將適用於新建天橋或其有關部份連同所有支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯及其他附屬結構。

(i) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。"

35. 批地文件特別條款第(41)條規定：

"(a)「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以至「署長」全面滿意方式、位置、物料、標準、設計及水平：

(i) 在「擬建天橋」底部安裝及提供日間照明和加強夜間照明(以下統稱「照明系統」)；及

(ii) 其後運作、維修及保養(包括但不限於更換、改善及優化)「照明系統」或其任何部份，以令「署長」滿意，直至「承授人」按照本批地特別條款(b)款規定將「照明系統」或其任何部份交還「政府」為止。

(b) 「政府」可全權酌情隨時接管「照明系統」或其任何部份的運作、維修及保養(包括但不限於按「署長」視為必要更換、改善及優化有關部份和元件以確保「照明系統」運作安全有效)，費用由「承授人」支付，並可就此要求「承授人」向「政府」交付「照明系統」或「署長」指定的當中任何部份，而「承授人」必須應要求交付。然而，「政府」毋義務如前文所述接管「照明系統」或其任何部份的控制、運作、維修及保養或接受「照明系統」或其任何部份的交付，但可全權酌情接管或接受。

(c) 「承授人」依照本批地特別條款(b)款規定向「政府」交付「照明系統」或其任何部份時，應在交付首日以預付形式向「政府」支付年費，嗣後則在本文協定的整個批租年期內每年4月1日支付年費，金額由「署長」釐定，以作為「照明系統」或其任何部份(視乎情況而定)於該期間內或年度(視乎情況而定)的運作、維修和保養(包括但不限於按「署長」視為必要更換、改善及優化有關部份和元件以確保「照明系統」運作安全有效)費用(包括「署長」釐定的監督及經常收費)，以及對上期間或年度(視乎情況而定)轉結或承前的調整費用與收費。「署長」釐定的此等費用與收費金額作終論並對「承授人」有約束力。

(d) 倘於「承授人」向「署長」交付「照明系統」或其任何部份各自日期365日內(連計各自日期當日在內)(以下簡稱「照明系統保養期」)出現任何缺點(不論關乎工藝、質料、設計或其他)，以致引起任何責任、索償、費用、收費、損害、訴訟或法律程序，「承授人」須向「政府」作出彌償並確保其保持得到彌償。茲就本款而言，「署長」對是否存在缺點所作的決定將作終論，並對「承授人」有約束力。

(e) 「承授人」須自費在「署長」向其發出書面通知指定的期限內執行所有修理、修改、再建造及糾正工程，以處理在「照明系統保養期」內出現的任何不良缺點、缺陷、收縮、沉降或「署長」以書面指明的其他失誤，以令「署長」滿意。於施工期間，「承授人」時刻也不可妨礙使用「該等區域」或任何公共道路。但茲毋損本「協議」所訂或依照法律「政府」可行使的任何權利及補償權，「署長」可毋須通知「承授人」或說明理由，隨時執行所有或任何此等工程，費用由「承授人」承擔。「承授人」須在「政府」通知時支付相等所有工程招致的所有費用及收費的款項，金額由「署長」釐定，而其決定將作終論並對「承授人」有約束力。

(f) 如「承授人」不履行本批地特別條款(a)款所訂的「承授人」責任，「署長」可執行該款訂明之所有或任何必要工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程招致的所有費用及收費的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(g) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。"

36. 批地文件特別條款第(43)條規定：

"(a)(i) 「承授人」須自費以至「署長」全面滿意：

(I) 管理和維修本文所夾附「圖則I」顯示並註明為TEMPORARY FOOTBRIDGE以資識別的橫越青山公路元朗段的現有臨時行人天橋，包括該處的柱、連接段、樓梯、樓梯平台、交通標誌及支承件(以下簡稱「上述臨時行人天橋」)以保持其維修充足及狀態良好和清潔，以至「署長」滿意直至「擬建天橋」和該地段相關部份及該處的建築物落成並開放予公眾橫越青山公路元朗段為止；及

(II) 於「擬建天橋」及該地段相關部份和該處的建築物落成並開放予公眾橫越青山公路元朗段時，在「署長」指定的期限內拆卸上述臨時行人天橋，並且修復上述臨時行人天橋各柱、連接段、樓梯、樓梯平台、交通標誌和支承件所在的地面及表面。

(ii) (I) 在「擬建天橋」及該地段相關部份和該處的建築物落成並開放予公眾橫越青山公路元朗段之前，「承授人」無論日夜所有時刻均須允許所有公眾人仕無須任何性質之繳費徒步通行、再通行經沿經、上、落及穿過上述臨時行人天橋、該地段和已或將會建於該處建築物，藉此橫過青山公路元朗段作任何合法目的。上述臨時行人天橋除作本(ii)(I)款所訂用途外，不得作任何其他用途。

(II) 除非「署長」批准或指定，否則「承授人」不可使用或允許、容忍他人使用上述臨時行人天橋外部或內部任何部份作廣告用途或展示任何標誌、告示或海報。

(III) 「承授人」不可在上述臨時行人天橋作出任何行為或允許、容忍他人在該處作出任何行為，以致或可能引致使用或在臨時天橋之下經過的任何人士或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iii) 如「承授人」不履行本批地特別條款(a)(i)款所訂的「承授人」責任，「署長」可執行必要的工程，費用由「承授人」承擔。「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(iv) 倘「承授人」、其傭僕、工人及承辦商因為或因應管理、修理、維修和拆卸上述臨時行人天橋而作出或遺漏作出任何事宜，以致引起或導致

任何責任和任何性質的訴訟、法律程序、費用、索償、開支、損失、損害、收費及需索，「承授人」須就此向「政府」、其人員、代理、承辦商、工人或其妥為授權人員作出彌償並確保其保持得到彌償。

(b) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。”

37. 批地文件特別條款第(44)條規定：

“(a)「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以至「署長」全面滿意建造下列設施：

(i) 「署長」規定或批准的兩層有蓋行人天橋連同所有支承件及連接段(包括「署長」全權酌情認為日後擴建至兩條行人天橋或其中之一所需的支承件及連接段)，位置為本文所夾附「圖則I」分別顯示及註明為Proposed FB1及Proposed FB2的位置或「署長」書面批准的其他位置。上述行人天橋須按「署長」指定及批准的物料、標準、水平、定線、佈局、設計、闊度、高度、淨空高度及大小建造，其中包括但不限於提供和建造「署長」全權酌情指定的支承件、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置。上述行人天橋連同所有支承件、連接段、斜路、相關樓梯及樓梯平台、自動扶手電梯、電梯、內外配件及固定裝置和照明裝置以下統稱「擬建行人天橋」；

(ii) 於已或將會建於該地段一座或多座建築物建造本批地特別條款(a)(i)款所訂「擬建行人天橋」的支承件及連接段，地點和水平由「署長」指定及批准，以供於該處進行「擬建行人天橋」的建造工程，而行人可經由「擬建行人天橋」往來「擬建天橋」及本文第(46)條批地特別條款所載的「行人走道」。

(b) (i) 「承授人」須自費以達至「署長」滿意的方式管理和保養「擬建行人天橋」或其任何部份，以保持其維修充足及狀態良好和清潔，並且就其整體承擔全責，猶如其乃其之絕對擁有人一樣，直至其交還「政府」為止。「承授人」須在「政府」通知時將「擬建行人天橋」或其「政府」指定的個別部份移交「政府」，而於任何情況下，其將會被視為於「署長」發函要求交還當日已經移交「政府」。屆時「承授人」不須再負責管理和保養該「擬建行人天橋」或依照本(b)(i)款已交還「政府」的個別部份。

(ii) 「政府」保留權利收回「擬建行人天橋」整體或個別部份的佔管權，而毋須向「承授人」支付任何款項或補償，然而「政府」無責任按「承授人」要求收回「擬建行人天橋」或其任何部份，但可於「政府」視為恰當的時候收回。

(c) (i) 不論日夜，「承授人」時刻均須允許任何公眾為所有合法用途，自由地和不收取任何費用下步行或乘坐輪椅通行和再通行，以行經、跨越、往來及上落「擬建行人天橋」及進入、通行、再通行及行經該地段和現已或將會建於該處的一座或多座建築物，藉此通往及往返「擬建行人天橋」。「擬建行人天橋」除作本(c)(i)款所訂的公眾通道用途外，不可作任何其他用途。

(ii) 除非「署長」批准或要求，否則「承授人」不可使用或允許或容忍他人使用「擬建行人天橋」之外部或內部作廣告用途或作展示任何招牌、告示或海報。

(iii) 「承授人」不可在「擬建行人天橋」作出任何行為或允許、容忍他人在該處作出任何行為，以致或可能在「擬建行人天橋」之下經過或近於該橋的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(d) 「承授人」須就「承授人」、其傭僕、工人及承辦商因應建造、更改、管理、修理及保養「擬建行人天橋」或其任何部份而作出或遺漏作出任何事宜，以致引起或導致任何性質的責任和任何訴訟、法律程序、費用、索償、開支、損失、費用及需索，彌償及向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員作出彌償。

(e) 如「承授人」不履行本批地特別條款(a)及(b)(i)款所訂的「承授人」責任，「政府」可執行必要的工程，費用由「承授人」承擔，「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(f) 如該地段或其任何部份進行重建，以致需要拆卸「擬建行人天橋」或其任何部份，「承授人」必須在「署長」指定的期限內自費以「署長」滿意的方式，按「署長」批准或指定的設計、標準和物料，在其批准及指定的闊度、水平和位置，另行興建及完成新行人天橋或其部份包括相關的支承件、連接段、樓梯及其他附屬行人天橋結構以作替代，除非「署長」另行決定，否則「此等條款」關乎「擬建行人天橋」的規定將適用於新建行人天橋或其任何部份包括所有支承件、連接段、樓梯及其他附屬行人天橋結構。

(g) 在此明確協定、聲明和規定，儘管本批地特別條款(c)(i)款及本文第(40)(e)(i)、(43)(a)(ii)(I)、(46)(c)、(61)及(62)條批地特別條款訂明了「承授人」須承擔責任，「承授人」無意向公眾劃定而「政府」亦無意同意向公眾劃定「擬建天橋」、上述臨時行人天橋、「擬建行人天橋」、「行人走道」(釋義依本文第(46)(a)條批地特別條款所訂)、「現有道路」(釋義依第(61)(a)條批地特別條款所訂)和「其他道路或出入通道」(釋義依本文第(61)(b)條批地特別條款所訂)作通道或其他用途。

(h) 在此明確協定及聲明，本批地特別條款(c)(i)款及本文第(40)(e)(i)、(43)(a)(ii)(I)、(46)(c)、(61)及(62)條批地特別條款訂明「承授人」須承擔各項責任，不可引致預期或申索有關任何關於額外覆蓋率或地積比率的優惠或權利，不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文或其他等，為免存疑，「承授人」現明確放棄任何及所有關乎《建築物(規劃)規例》第22(1)條、其任何修訂條文或取代條文所訂額外覆蓋率或地積比率之優惠的申索或相關權利。

(i) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。”

38. 批地文件特別條款第(46)條規定：

“(a)「承授人」須在2017年3月31日(或「署長」批准之其他日期)或之前，自費以「署長」全面滿意的形式，按照「署長」批准的位置、方式、物料、標準、水平、定線及設計，在該地段和現已或將會建於該處的建築物內建造及提供一條或多條行人走道，連同「署長」可批准或要求的自動扶梯、載客電梯、樓梯、斜路或其他構築物(以下統稱「行人走道」)，其闊度不可少於3.5米，以便連接：

(i) 「擬建天橋」；

(ii) 「擬建行人天橋」；

(iii) 該地段地面(「署長」就該地段地面層定義所作的決定將作終論並對「承授人」有約束力)；及

(iv) 毗連的公共道路及行人道。

(b) 「承授人」應在本文協定的整個批租年期內自費管理和保養「行人走道」，以保持其維修充足及狀態良好和清潔，全面令「署長」滿意。

(c) 「承授人」應在本文協定的整個批租年期內保持「行人走道」每日24小時免費和無阻地開放予公眾使用，用作通行該地段以往來「擬建天橋」、「擬建行人天橋」、該地段地面層和毗連的公共道路及行人道。

(d) 「行人走道」除根據本批地特別條款(c)款規定作公眾通道外，不得作任何其他用途。

(e) 為免存疑，計算第(17)(c)(i)、(17)(c)(ii)、(17)(d)(ii)及(17)(d)(iii)條批地特別條款分別指定的建築樓面面積時，「行人走道」或其任何部份將連計在內，惟倘事前獲「署長」書面同意，而「署長」給予同意時可包括繳付地價和費用及加入按其視為恰當的任何條款與細則，則可豁免將「行人走道」所有或部份範圍計入建築樓面面積。

(f) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。”

39. 批地文件特別條款第(61)條規定：

“(a) 在擬建通往黃屋村的L3路伸延路段建成啟用之前(「署長」就任何範圍構成擬建L3路伸延路段的決定將作終論並對「承授人」有約束力)，「承授人」須自費保持開放及保養位於本文所夾附「圖則I」分別以粉紅色間綠斜線及粉紅色加黑外圈顯示範圍(以下分別稱「粉紅色間綠斜線範圍」及「粉紅色加黑外圈範圍」)及「黃色範圍」上的現有道路(此等現有道路以下稱「現有道路」)，達至「署長」全面滿意。「承授人」應允許公眾人仕、「署長」、其人員、承辦商及其正式獲授權的任何其他人等無論是否攜帶工具、設備、機器及機械於任何時間及無須繳付任何費用於現有道路以步行或車輛在其上、沿著其、越過或通過其以通行、再通行「現有道路」，以為通行往來附近鄉村，直

至(i)本批地特別條款(b)款所定義的「其他道路」或「出入通道」已遵照本批地特別條款(b)款建成並開放供公眾使用，或(ii)「署長」全權酌情指定的日期。

(b) 在擬建通往黃屋村的L3路伸延路段建成啟用之前(「署長」就任何範圍構成擬建L3路伸延路段的決定將作終論並對「承授人」有約束力)，「承授人」須自費達至「署長」全面滿意地在該地段或其任何部份及「黃色範圍」鋪建、平整、提供和保養其他道路或其他形式的通道(以下稱「其他道路」或「出入通道」)。「其他道路」或「出入通道」建成後，「承授人」應允許公眾人仕、「署長」、其人員、承辦商及其正式獲授權的任何其他人等無論是否或攜帶工具、設備、機器及機械於任何時間及無須繳付任何費用於「其他道路」或「出入通道」以步行或車輛在其上、沿著其、越過或通過其以通行、再通行「其他道路」或「出入通道」，以便通行往來附近鄉村，直至「署長」全權酌情指定的日期。

(c) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。”

40. 批地文件特別條款第(71)條規定：

“(a)「承授人」應自費：

(i) 按「署長」批准或指定的方式、水平、物料、標準、規格及設計，以達至「署長」全面滿意的方式，在「粉紅色間綠斜線範圍」及「粉紅色加黑外圈範圍」(以下統稱「渠務預留範圍」)及在「黃色範圍」提供、鋪設及建造「署長」批准或要求的排水渠、污水管、下水道、渠道、排水設施、有蓋沙井、通道及行人道，以將該地段內的現有排水設施改道(以下簡稱「改道工程」)，以令「署長」全面滿意；及

(ii) 嗣後保養、修理及維持「承授人」依照本特別條款(a)(i)款提供、鋪設及建造的排水渠、污水管、下水道、渠道、排水設施、有蓋沙井、通道及行人道，以及越過、貫穿「渠務預留範圍」及「黃色範圍」或其任何部份或位於該處下方的所有其他服務(以下統稱「公用服務設施」)，以全面令「署長」滿意，直至「公用服務設施」或其任何部份已交還「政府」為止。「承授人」必須在「署長」通知時免費及無償地將「公用服務設施」或「署長」指定的該處個別部份移交「政府」，惟「署長」並無責任接管「公用服務設施」或其任何部份。「公用服務設施」或其任何部份遵照本批地特別條款(a)(ii)款移交「政府」後，「承授人」便毋須負責其保養、修理和維持工程。

(b) 如「承授人」不履行本批地特別條款(a)(ii)款所訂的「承授人」責任，「政府」可執行必要的工程，費用由「承授人」承擔，「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(c) 除非及直至上述改道工程已達至「署長」滿意完竣，否則不可在該地段展開任何建築工程(包括本文第(2)條批地特別條款所載的地盤平整及清拆工程)。

(d) (i) 「渠務預留範圍」或其任何部份以上、以下、上方、下方或內不可放置或興建任何建築物或構築物或其相關的支撐件。

(ii) 儘管有本批地特別條款(d)(i)款之規定，如事前獲「署長」書面同意並且遵從其制訂的條款，「承授人」可於「粉紅色間綠斜線範圍」搭建或容許搭建若干小型構築物，惟一旦「署長」要求時，「承授人」必須在「署長」指定的期限內以「署長」全面滿意的方式自費拆除或拆卸此等構築物並還原「粉紅色間綠斜線範圍」。如「承授人」未能於上述指定期限內或因緊急情況所需執行拆除、拆卸或還原工程，「署長」可執行其視為必要的工程，「承授人」須在接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(e) 在「渠務預留範圍」或其任何部份遵照本文第(73)(c)條批地特別條款交還之前，「政府」、「署長」及其正式授權的人員、承辦商和彼等的工人(以下統稱「該等獲授權人等」)有權隨時不論攜帶工具、設備、機器或駕車與否，可不受限制地進出、再進出及經越該地段，以便在「渠務預留範圍」鋪設、檢查、修理和保養「署長」規定或批准的「公用服務設施」，以及執行、檢查、查核及監督根據本批地特別條款(d)(ii)款進行的工程及「署長」視為必要的其他工程。「渠務預留範圍」及「黃色範圍」內概不可放置任何性質的物件或物料以致阻礙「公用服務設施」可達或招致過度的附加費。如「署長」認為(其意見將作終論並對「承授人」有約束力)「渠務預留範圍」及「黃色範圍」內有任何物件或物料阻礙或招致過度的附加費，「署長」有權向「承授人」發出書面通知要求「承授人」自費以「署長」全面滿意的方式拆卸及拆除此等物件或物料，並且恢復「渠務預留範圍」及「黃色範圍」原狀。倘「承授人」疏忽或未能在上述指定期限內或因緊急情況所需執行通知書的指示，「署長」可執行其視為必要的拆除、拆卸及還原工程，「承授人」須於接獲通知時向「政府」支付相等工程費用的款項，金額由「署長」釐定，其決定將作終論並對「承授人」有約束力。

(f) 「政府」、「署長」及該等獲授權人等除必須還原其行使上述權力時挖掘的坑槽外，概毋須因為或鑒於彼等行使本批地特別條款(b)、(d)(ii)及(e)款所賦予權利等令「承授人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾而承擔任何責任，「承授人」不得基於任何此等損失、損害、滋擾或騷擾向「政府」或該等獲授權人士索償。

(g) 為免存疑，就「粉紅色加黑外圈範圍」而言，「排水渠務預留範圍」與「水務設施預留範圍」(以本文第(74)條批地特別條款定義)的重疊地方(該重疊地方以下稱「重疊區」)，「承授人」亦須遵守本文第(74)條批地特別條款訂明的規定。

(h) 於本批地特別條款，「承授人」之釋義不包括「財政司司長法團」。”

41. 批地文件特別條款第(74)條規定：

“(a)不可在本文所夾附「圖則I」所示的粉紅色間黑斜線範圍(以下簡稱「粉紅色間黑斜線範圍」)及「粉紅色加黑外圈範圍」(以下統稱「水務設施預留範圍」)以上、以下、上方、下方或以內該處搭建或興建任何建築物、構築物或建築物、構築物的支承件(包括邊界圍欄)及放置或儲存任何性質的物件。

(b) 儘管有本批地特別條款(a)款之規定，「粉紅色間黑斜線範圍」之上及上方仍可興建或建造建築物或構築物，惟必須確保「水務設施預留範圍」地面水平垂直向上有最少8米淨空間(或「署長」批准的其他高度限制)。「署長」就此事項界定的地面水平將作終論並對「承授人」有約束力。

(c) 水務監督、其人員、水務監督指定的其他「政府」部門人員、承建商、受許可人和水務監督或其他指定「政府」部門或彼等正式授權承建商或受許可人聘請的工人均有權隨時不論攜帶工具、設備、機器、機械或駕車與否，有權自由及不受限制地通行、進出及往返該地段或其任何部份，以進行檢查、鋪設、運作、保養、修理及更新現時或嗣後橫越、貫穿「水務設施預留範圍」或位於其下的任何或所有「政府」總水管或水務設施裝置。

(d) 「政府」、水務監督及本批地特別條款(c)款所載的任何其他類別人員對他們根據本批地特別條款(c)款行使的權力而令「承授人」招致或蒙受的任何損失、損害、滋擾或騷擾，無須負任何責任，「承授人」亦不可基於此等損失、損害、滋擾或騷擾向其申索賠償或其他。

(e) 為免存疑，就「重疊區」而言，「承授人」亦須遵守本文第(71)條批地特別條款的規定。”

G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部份的條文

41. 〈公契含管理協議〉(「公契」)內有關條文：-

“釋義

(1) 於「本契約」，如上下文意允許，以下詞語將具以下釋義：-

「天橋」
該按照批地文件特別條款第(40)(a)條提供或將提供的三層高行人及行車天橋連同所有支撐、連接、斜道、相關的樓梯及著地位、自動扶梯、升降機、室內及室外裝備、設施及照明裝置。

「商業地方」
商業地方及[購物商場、商店、洗手間、樓梯、泵房、大堂、空氣處理機房、錶房(如有)、安老院舍設施、根據批地文件特別條款第(55)(a)(ii)條提供的上落位、運輸交匯處、行人走道、位於商業地方內的天橋、平台(如有)、垃圾存放及物料回收室、供商業地方專用的電訊及廣播室(如有)]、於發展項目中供商業地方專用的所有的附屬空間、設施、裝置、裝設、設備，儀器，系統及設施和照明系統，在附圖則中以橙色和棕色顯示並經認可人士核證其準確以及其圍封牆及附圖則中以橙色、橙色加黑色斜線和橙色加交叉黑色斜線顯示並經認可人士核證其準確的部份發展項目外牆。

「商業單位」
除商業公用地方及商業公用設施外，整個商業地方，在附圖則中以橙色、橙色加黑色斜線和橙色加交叉黑色斜線顯示。

「批地文件」
交換協議條款於土地註冊處登記編號為新批地文件第20873及包括其後之租約延續、更改或修訂或更新及據其或將據其批出之租契。

「有蓋行人天橋」
該按照批地文件特別條款第(44)(a)(i)條興建或將興建的兩座單層有蓋行人天橋連同所有支撐、連接、斜道、相關的樓梯及著地位、自動扶梯、升降機、室內及室外裝置、設備及照明裝置。

「財政司司長法團」
財政司司長法團，按財政司司長法團條例（香港法律第1015章）成立的單一法團，財政司司長法團一詞指作為政府樓宇業主的財政司司長法團及，如果上下文義允許，作為政府樓宇業主的財政司司長法團的繼承人及受讓人。

「政府樓宇」
按批地條件特別條款第(21)(a)條在該土地或其中任何部分架設與興建的一間社區會堂、兩個停車位及兩個上落位供社區會堂有關汽車上落(該等上落位在本公契所附的地下圖則標示「HGV」(即重型貨物汽車停車位))連同地政總署署長自行酌情決定的任何其他專用區域、設施、服務設施及裝置，並在本公契所附的圖則上用灰色顯示，以供識別。

「政府樓宇保養開支」
應政府樓宇業主的要求，管理人按第V章（B）部分第(1)(bb)條保養政府樓宇服務設施的一切費用和開支。

「政府樓宇服務設施」
專門服務政府樓宇或其中任何部分的服務設施和裝置。

「項目」
批地文件特別條款第(32)(a)條提及的項目，即

(a) 政府樓宇的外表飾面一切牆壁、支柱、大樑、天花、天台板、通道或樓板的結構及政府樓宇的及政府樓宇內部、周圍、之內、之上及之下的任何其他結構件；

(b) 服務政府樓宇和發展項目其餘部分的一切升降機、自動扶手電梯及樓梯；

(c) 構成服務政府樓宇和發展項目其餘部分的系統一部分的一切建築物服務設施裝置、機械及設備（包括但不限於手提式或非手提式消防裝置設備）；

(d) 倘若政府樓宇之下設有地庫，政府樓宇下面的一切結構樓板連同其內或其下的排水系統；及

(e) 服務政府樓宇和發展項目其餘部分的一切其他公用地方及設施。

「照明系統」
按批地文件特別條款第(41)(a)條提供或將提供的天橋下方於日間照明及於晚間加強照明。

「行人走道」
按批地文件特別條款第(46)(a)條提供或將提供之行人走道連同自動扶梯、乘客升降機、樓梯、斜路或其他構築物。

第III部

該土地及發展項目不分割份數須受制的地役權及其他權利

(C) 所有業主適用條文

(5) 批地文件中，尤指特別條款第(40)(e)(i)、特別條款第(46)(c)及特別條款第(62)中列出的地役權、權利和特權。

第IV部

業主應遵守和履行的契諾及限制規定

維修有蓋行人天橋

(46) 商業單位業主(包括註冊業主)藉此與發展項目其他業主契諾其將獨自負責自費修理、維修、操作及保養有蓋行人天橋。

第V部

發展項目的管理事務

(B) 管理人的權力及職責

一般職責

(1) 遵從本契約之條款規定，管理人有責任及權力作出必要或必須的行動和事項，以恰當管理發展項目(政府樓宇除外)。「管理人」的責任特別包括以下：

執行批地文件指定的維修工程

(n) 只要「批地文件」規定，須執行批地文件指定的維修及/或修理工程及/或維修及/或修理污水處理機、排水渠 及渠道、預應力地錨(如有)及消防裝置及儀器。然而「管理人」毋須就履行「批地文件」的規定承擔個人責任，如「管理人」已盡力惟未能根據「本契約」條款向所有「業主」收取得執行所需工程的費用，有關責任將歸於「業主」。再者「管理人」於此第1(n)條之權力及職責不會延伸至「批地文件」所要求由個別業主執行的工程。

遵守批地條款等規定

(ba) 採取一切必要措施或適宜的步驟以履行批地條款，特別是執行該等保養、維修、管理、操作、維持及/或監控工程以履行其中之特別條款第(5)、(9)、(19)、(40)、(61)、(64)、(66)、(70)及(71)條(為免生疑問，不包括註冊業主為取得該土地批地文件滿意紙而開展的建築及發展項目工程)及/或有關該土地及/或發展項目任何法律或政府要求而非由該土地及/或發展項目個別業主，租戶或佔用人獨自負責者。為免生疑問，商業單位業主須獨自自費負責行人走道及商業地方內的天橋部份之維修工程及照明系統的操作、維修和保持特以符合批地文件就其有關之條款及條件規定。

被要求時保養政府樓宇服務設施

(bb) 當政府樓宇業主要求時，管理人將負責保養政府樓宇服務設施和收回進行保養所支出的費用，條件是：管理人須提交預計費用連同支持文件和政府樓宇業主認為必要的任何其他資料，經政府樓宇業主書面批准預計費用和管理人將進行的保養工程後才能進行工程。

保養「項目」

(bc) 管理與保養「項目」，在所有方面達致地政總署署長滿意。所有業主(不包括財政司司長法團作為政府樓宇業主)須對管理及保養「項目」直接造成或因其產生的一切性質的責任、損害、開支、索償、費用、要求、收費、訴訟及法律程序彌償政府和財政司司長法團(作為政府樓宇業主)並保持對他們的彌償。

(D) 管理開支

管理開支涵蓋的項目

(4) 「公用地方」及「公用設施」的年度預算案應涵蓋「公用地方」及「公用設施」的「管理開支」，茲毋損前文之一般規定，此等「管理開支」包括以下項目：

(a) 「管理人」履行其在此第V部列出所有及任何職責之所有費用及開支；

(g) 根據本公契第V部(B)分部第(1)(n)，(1)(o)，(1)(bc)及(bd)條描述之維修及/或修理工程之費用；

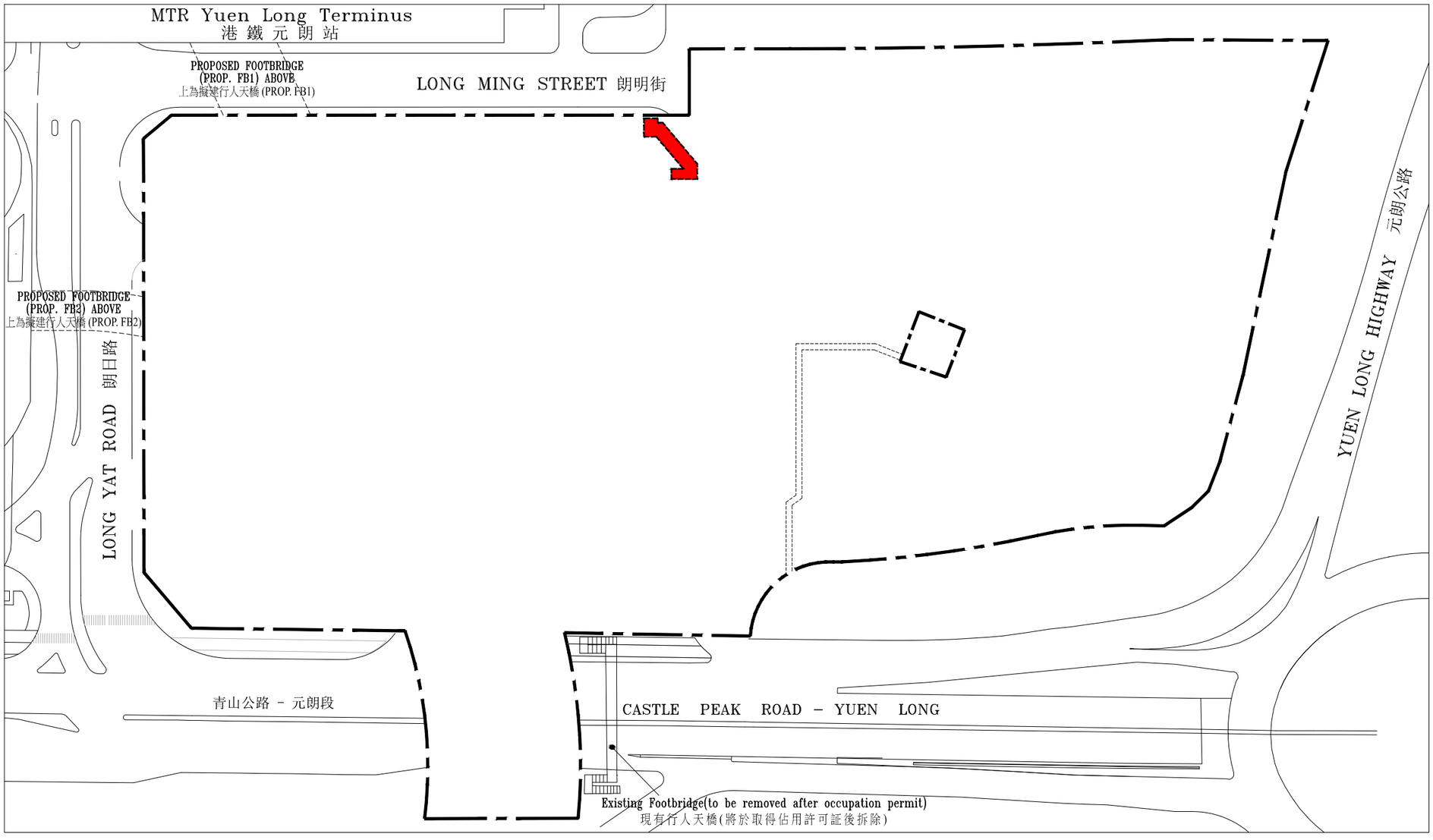
(h) 為履行批地文件中之責任及/或按照批地文件規定，包括「本契約」第V部(B)分部第(1)(an)、(1)(ao)、(1)(ap)及(1)(ba)條註明的維修、修理及/或其他工程及/或設施(如有者)的運作之費用及開支；

第IX部

其他條款規定

(15) 註冊業主須負責自費維修及拆除於批地文件特別條款第(43)條指明之臨時行人天橋。”

G/F Floor Plan
地面平面圖



DEVELOPMENT SITE BOUNDARY
發展項目邊界線

PEDESTRIAN WALKWAYS*
行人通道#

SCALE 比例尺: 0 20M(米) 40M(米)

Note:

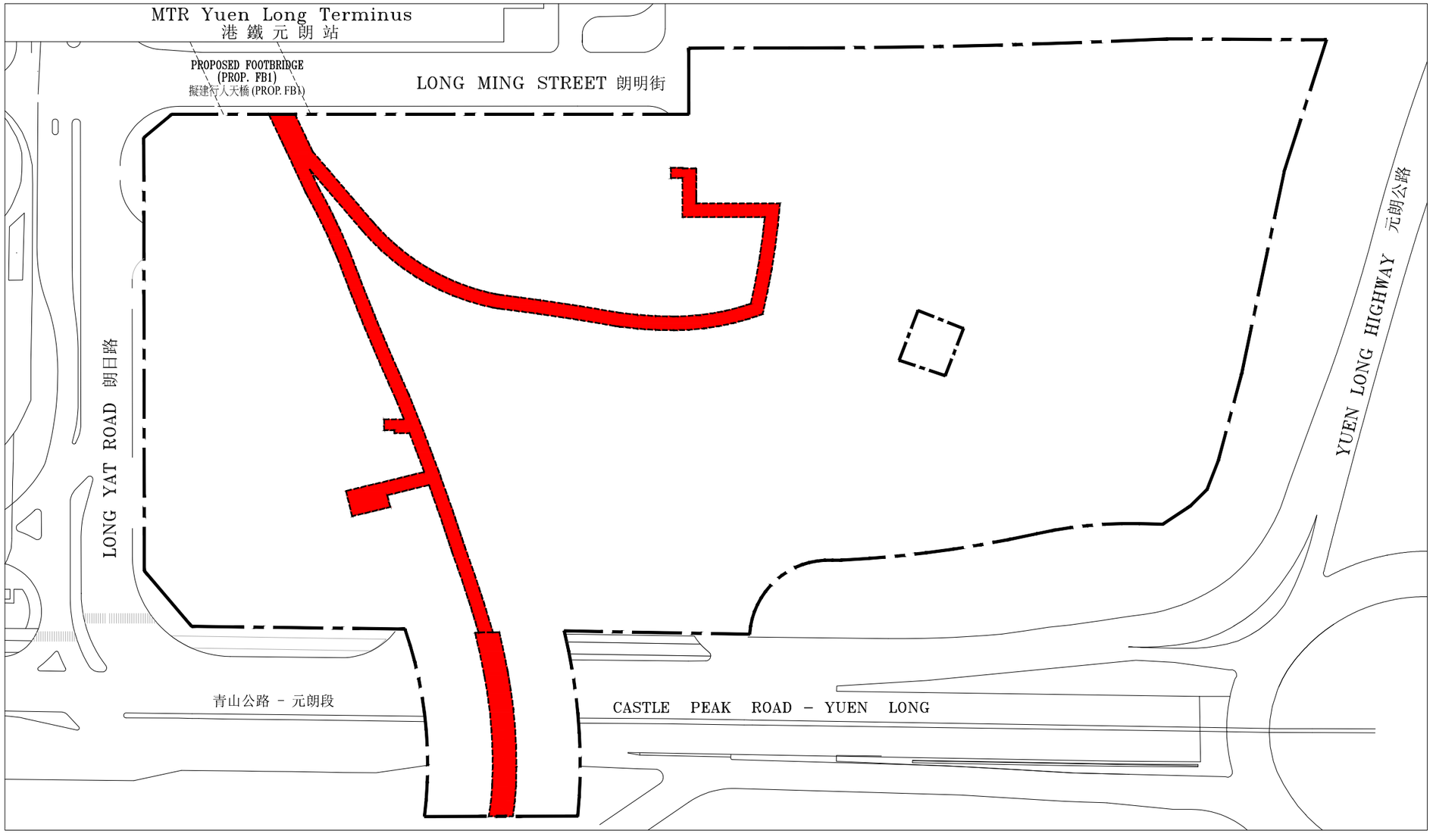
1. * Approved routing under Special Condition No.(46) of the Land Grant which shall be open for use by the public 24 hours a day free of charge and without any interruption.
2. The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.

備註：

1. # 路線是根據批地文件特別條款第(46)條批核的，行人通道每天二十四小時開放供公眾人士免費使用，不受任何干擾。
2. 圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

LEVEL 1FLOOR PLAN
1樓平面圖



DEVELOPMENT SITE BOUNDARY
發展項目邊界線

PEDESTRIAN WALKWAYS*
行人通道#

SCALE 比例尺: 0 20M(米) 40M(米)

Note:

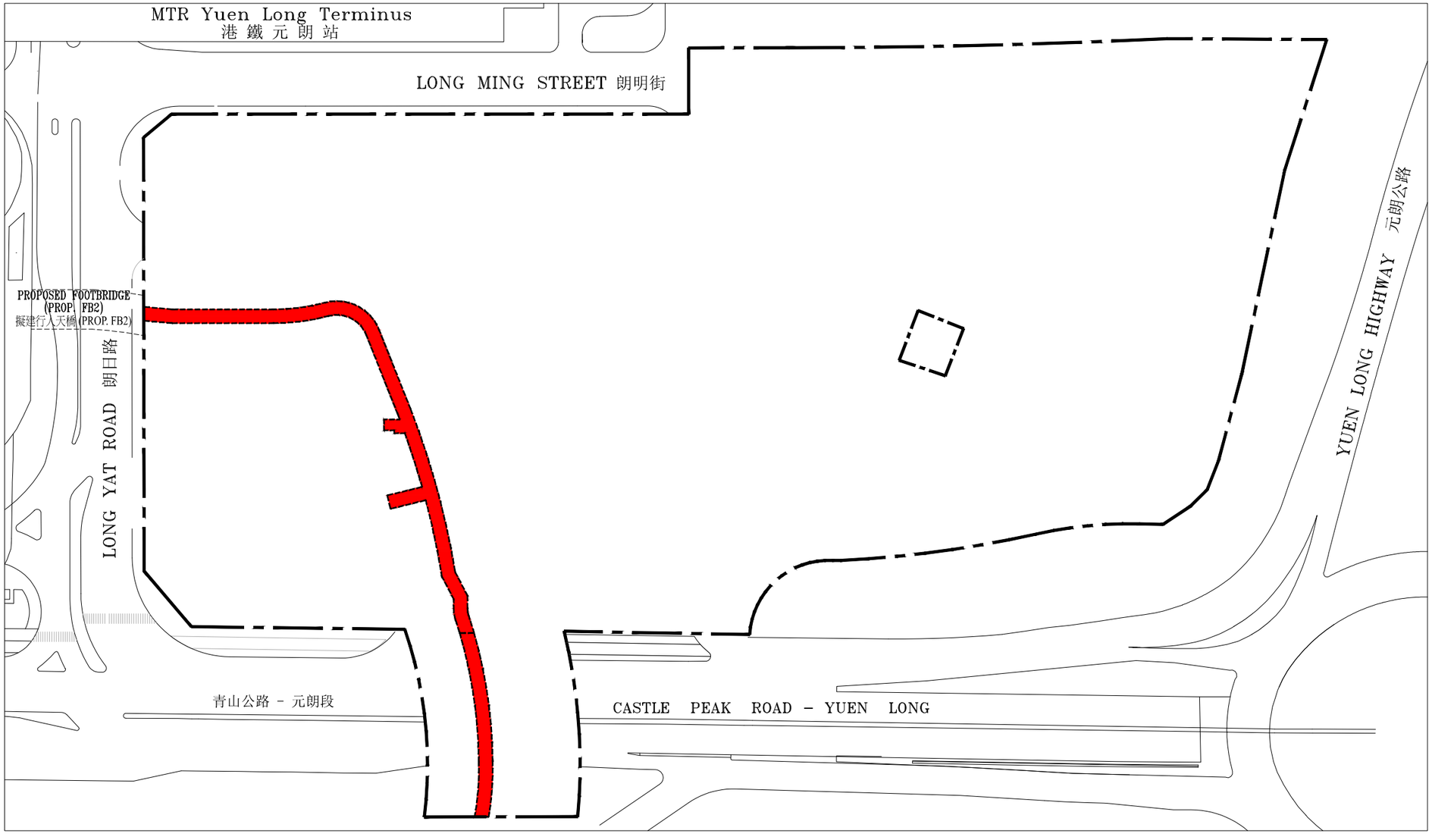
1. * Approved routing under Special Condition No.(46) of the Land Grant which shall be open for use by the public 24 hours a day free of charge and without any interruption.
2. The "LONG MING STREET" indicated in the plan is now private street, which will be open to public when completed and gazetted.

備註：

1. # 路線是根據批地文件特別條款第(46)條批核的，行人通道每天二十四小時開放供公眾人士免費使用，不受任何干擾。
2. 圖中所指之"朗明街"現為私家街，須待完成及刊憲後方供公眾使用。

LEVEL 2 FLOOR PLAN
2樓平面圖

N



DEVELOPMENT SITE BOUNDARY
發展項目邊界線

PEDESTRIAN WALKWAYS*
行人通道#

SCALE 比例尺: 0 20M(米) 40M(米)

Note:

1. * Approved routing under Special Condition No.(46) of the Land Grant which shall be open for use by the public 24 hours a day free of charge and without any interruption.
2. The "LONG MING STREET" indicated in the plan is now private street, which will be open to public when completed and gazetted.

備註：

1. # 路線是根據批地文件特別條款第(46)條批核的，行人通道每天二十四小時開放供公眾人士免費使用，不受任何干擾。
2. 圖中所指之"朗明街"現為私家街，須待完成及刊憲後方供公眾使用。

WARNING TO PURCHASERS
對買方的警告

(a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.

(b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

(c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser,
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors; and
   (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

(a) 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。

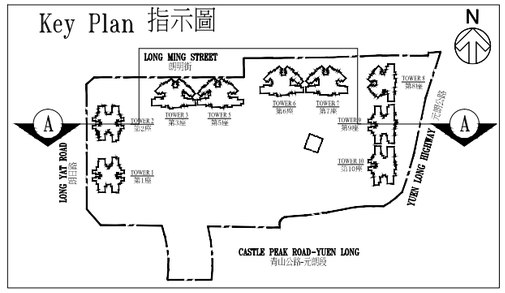
(b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

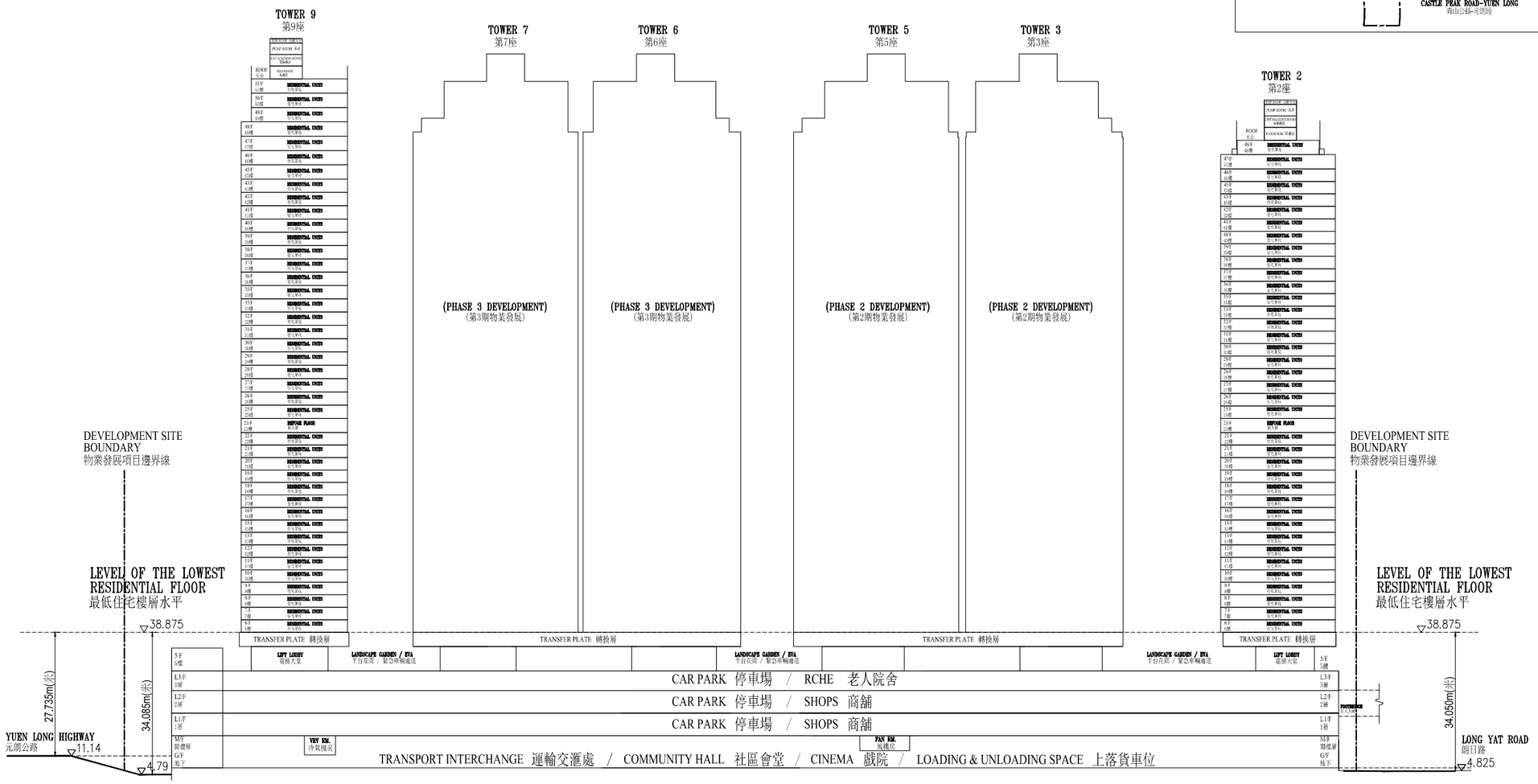
(c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突－
   (i) 該律師事務所可能不能夠保障買方的利益；及
   (ii) 買方可能要聘用一間獨立的律師事務所；及
   (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

AS

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

CROSS-SECTION PLAN A-A
橫截面圖A-A



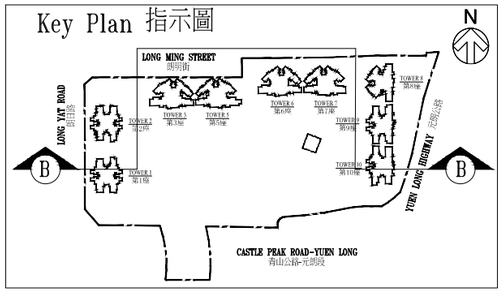


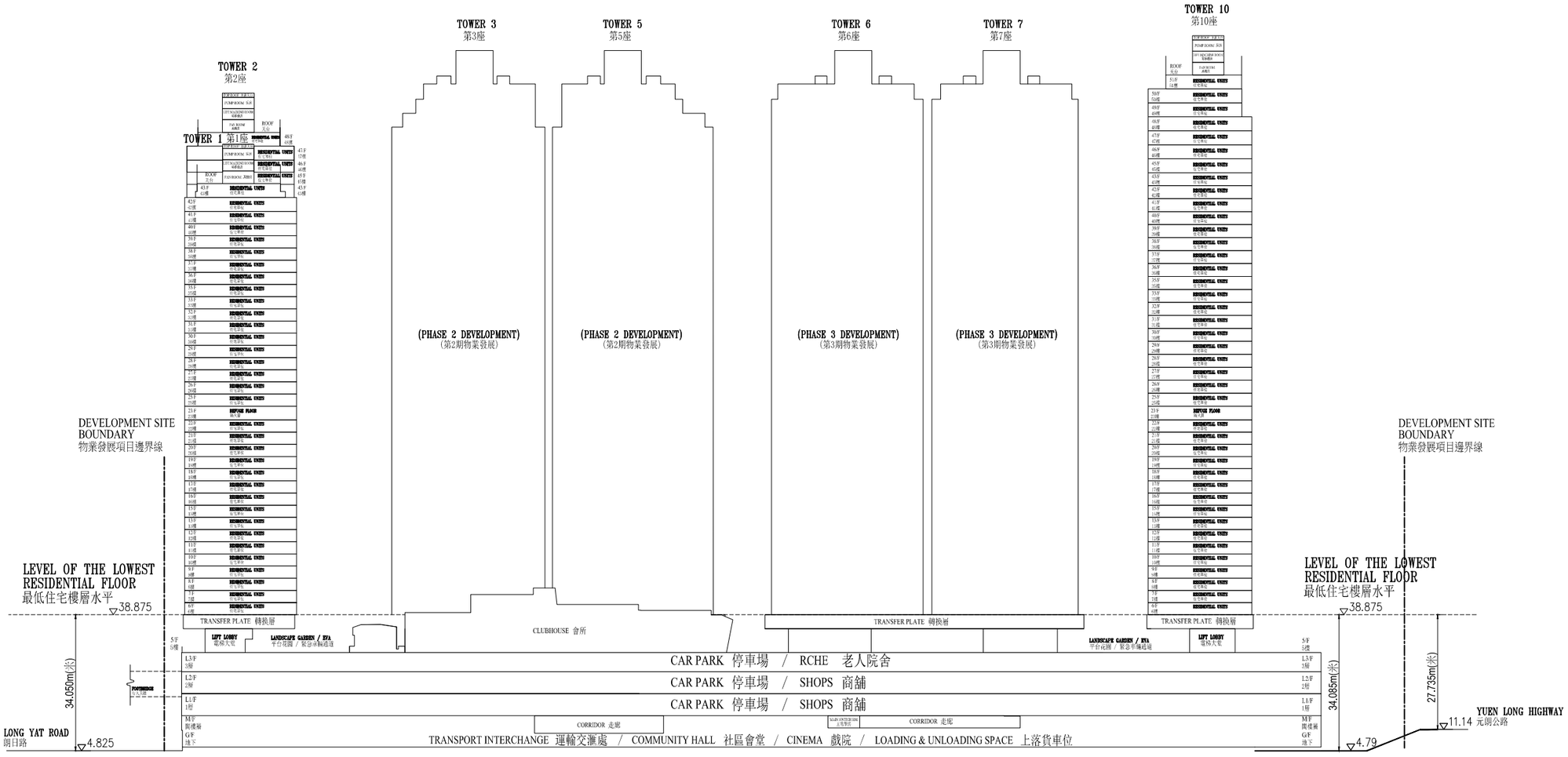
Note:
1. The part of Long Yat Road adjacent to the building is 4.825 metres above the Hong Kong Principal Datum.
2. The part of Yuen Long Highway adjacent to the building is 11.14 metres above the Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.
4. ▽ denotes height (in metres) above the Hong Kong Principal Datum.
5. The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.

備註：
1. 毗連建築物的一段朗日路為香港主水平基準以上4.825米。
2. 毗連建築物的一段元朗公路為香港主水平基準以上11.14米。
3. 虛線為最低住宅樓層水平。
4. ▽代表香港主水平基準以上的高度(米)。
5. 圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

CROSS-SECTION PLAN B-B
橫截面圖B-B





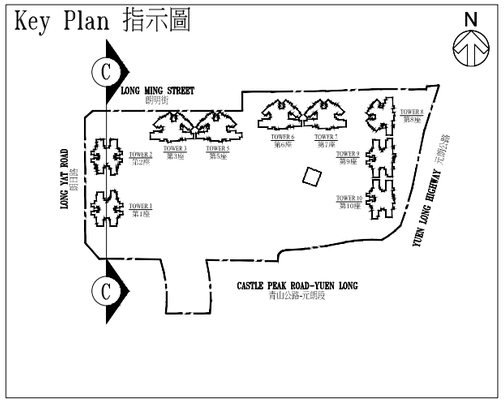
Note:

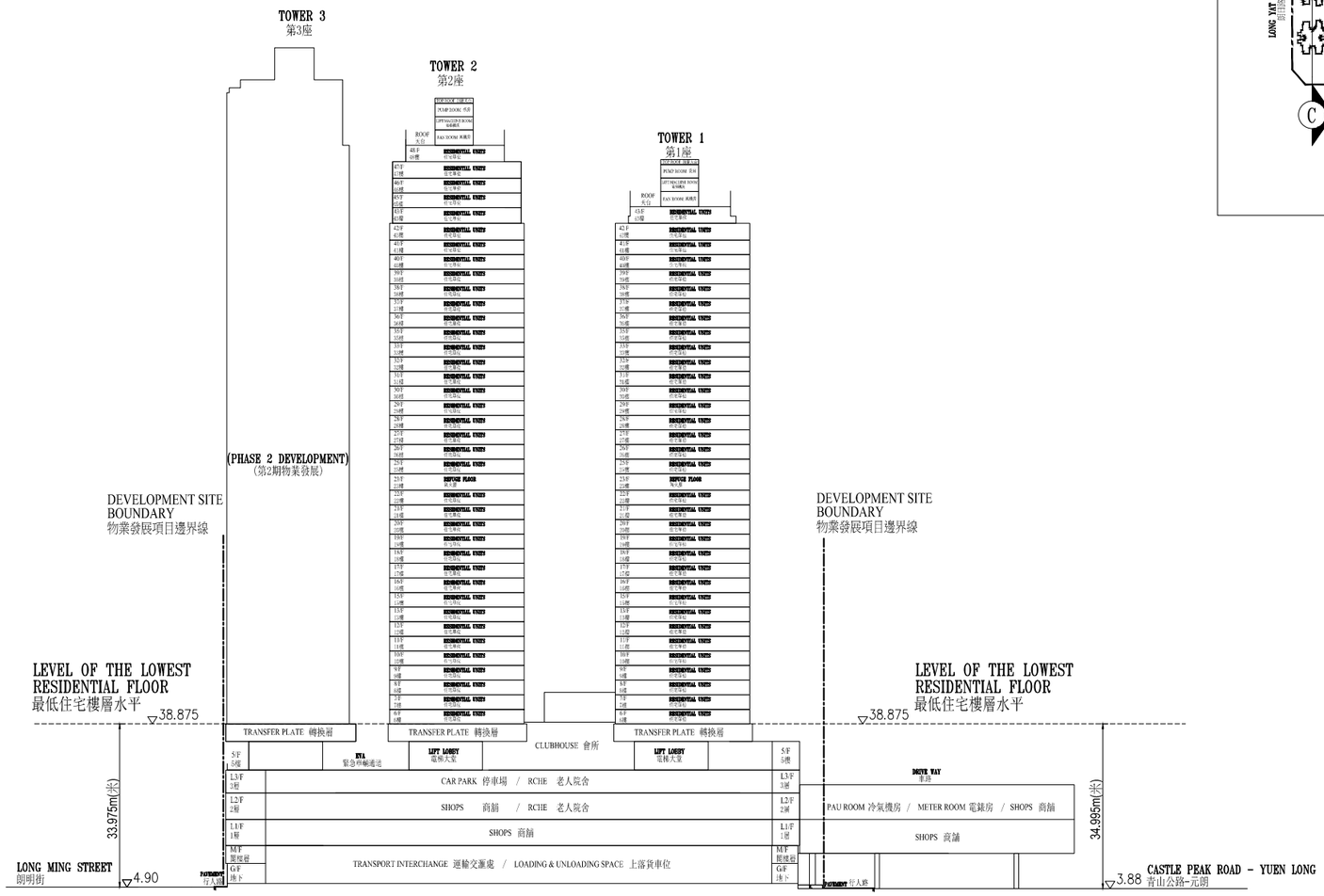
1. The part of Long Yat Road adjacent to the building is 4.825 metres above the Hong Kong Principal Datum.
2. The part of Yuen Long Highway adjacent to the building is 11.14 metres above the Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.
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5. The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.

備註：

1. 毗連建築物的一段朗日路為香港主水平基準以上4.825米。
2. 毗連建築物的一段元朗公路為香港主水平基準以上11.14米。
3. 虛線為最低住宅樓層水平。
4. ▽代表香港主水平基準以上的高度(米)。
5. 圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

CROSS-SECTION PLAN C-C
橫截面圖C-C



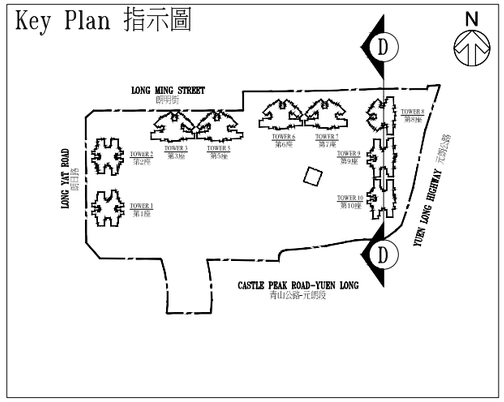


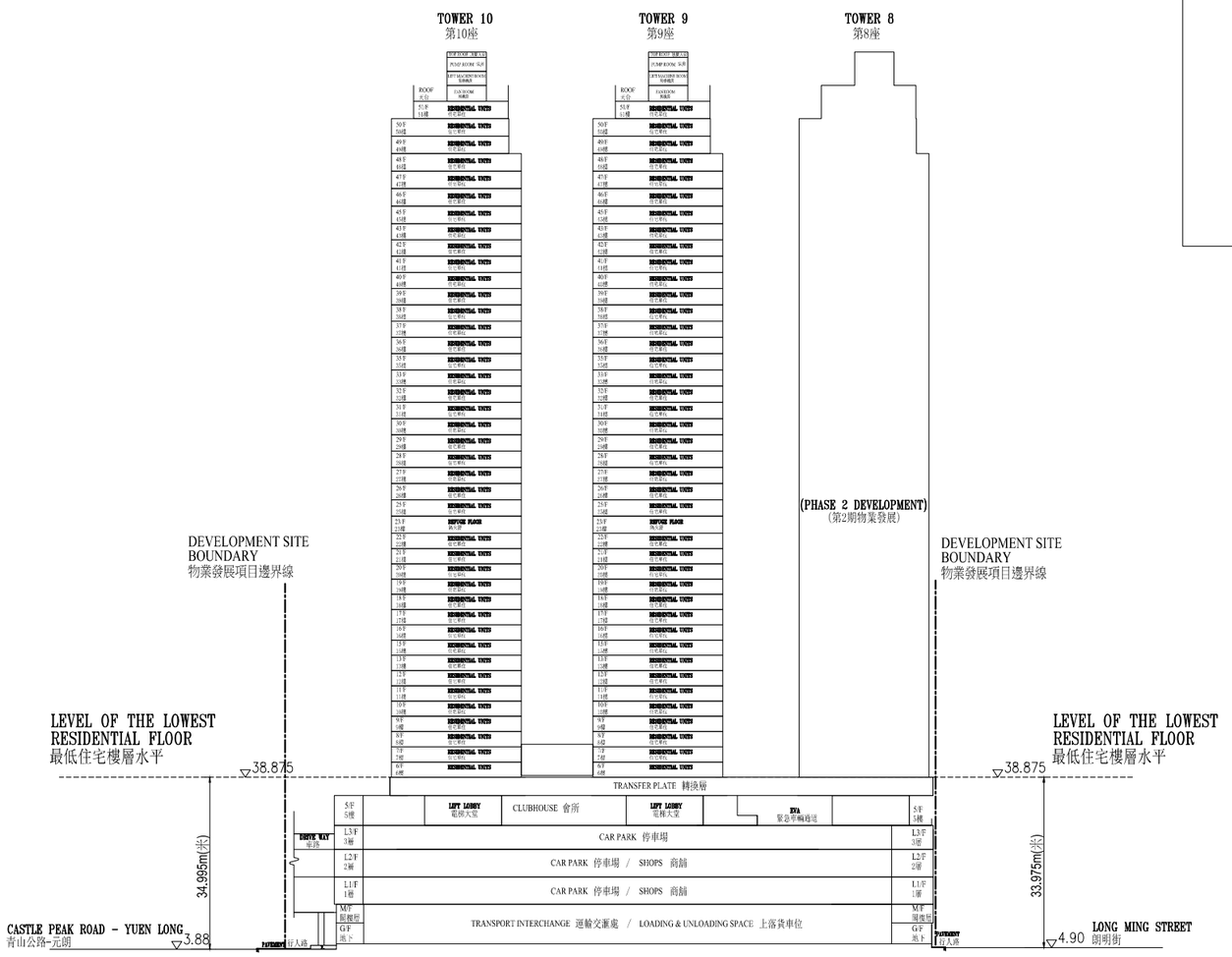
Note:
1. The part of Long Ming Street adjacent to the building is 4.90 metres above the Hong Kong Principal Datum.
2. The part of Castle Peak Road – Yuen Long adjacent to the building is 3.88 metres above the Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.
4. ▽ denotes height (in metres) above the Hong Kong Principal Datum.
5. The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.

備註：
1. 毗連建築物的一段朗明街為香港主水平基準以上4.90米。
2. 毗連建築物的一段青山公路-元朗為香港主水平基準以上3.88米。
3. 虛線為最低住宅樓層水平。
4. ▽代表香港主水平基準以上的高度(米)。
5. 圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

CROSS-SECTION PLAN D-D
橫截面圖D-D

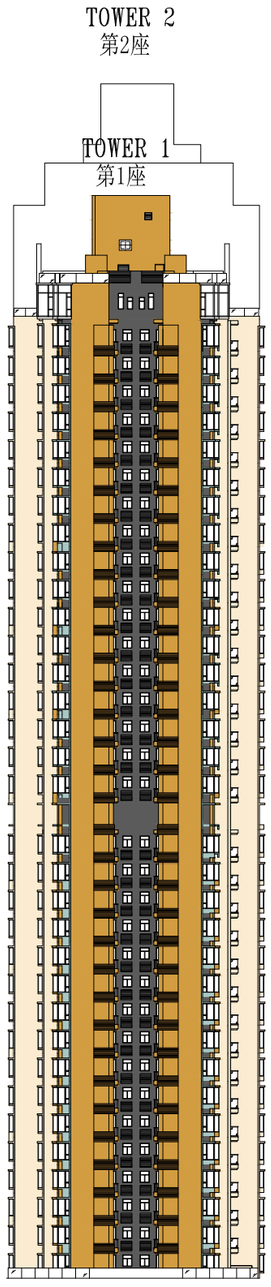




Note:
1. The part of Long Ming Street adjacent to the building is 4.90 metres above the Hong Kong Principal Datum.
2. The part of Castle Peak Road – Yuen Long adjacent to the building is 3.88 metres above the Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.
4. ▽denotes height (in metres) above the Hong Kong Principal Datum.
5. The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.

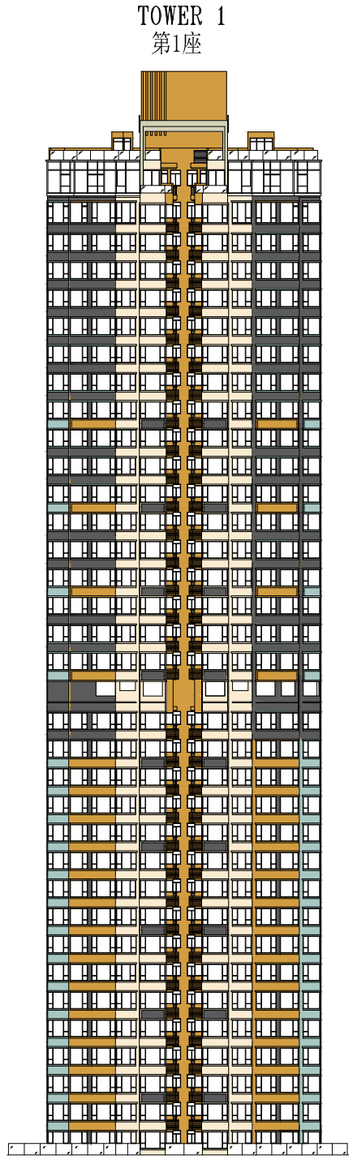
備註：
1. 毗連建築物的一段朗明街為香港主水平基準以上4.90米。
2. 毗連建築物的一段青山公路-元朗為香港主水平基準以上3.88米。
3. 虛線為最低住宅樓層水平。
4. ▽代表香港主水平基準以上的高度(米)。
5. 圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

ELEVATION PLAN FOR THE PHASE
期數的立面圖

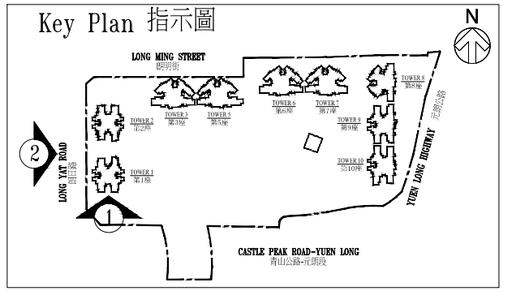


Elevation 1
立面圖1





Elevation 2
立面圖2



Authorized Person for the Development certified that the elevations shown on this plan:

(a) are prepared on the basis of the approved building plans for the Development as of 11 September 2015, 23 March 2016, 6 July 2016 and 15 November 2016; and

(b) are in general accordance with the outward appearance of the Development.

發展項目的認可人士證明本圖顯示的立面:

(a) 以2015年9月11日、2016年3月23日、2016年7月6日及2016年11月15日的情況為準的發展項目的經批准的建築圖則為基礎擬備；及

(b) 大致上與發展項目外觀一致。

Note:
The “LONG MING STREET” indicated in the plan is now private street, which will be open to public when completed and gazetted.

附註：
圖中所指之“朗明街”現為私家街，須待完成及刊憲後方供公眾使用。

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