A. 期數所位於的土地的地段編號:

1. 期數建於或將建於九龍內地段第11279號(「**該地段**」)。

B. 有關租契規定的年期:

2. 該地段根據政府批地條件第20389號（經2025年7月7日簽訂並以備忘錄編號25071400690023在土地註冊處登記的修訂書更改或修訂）(「**批地文件**」)持有，為期50年，由2021年12月3日起計。

C. 適用於該土地的用途限制:

3. **土地用途**

批地文件特別條款第(9)條

「(a) 受限於本特別條款(b)款之規定，該地段或其任何部分或該處已建或擬建的任何一座或多座建築物除作非工業用途外(不包括貨倉、酒店及加油站)，不可作任何其他用途。

(b) 除下列用途外，該地段已建或擬建的任何建築物或任何建築物的部分不可作其他用途：

(i) 最低三層只可作非工業用途（不包括貨倉、酒店及加油站），但為免存疑，如有任何地庫層（如已建成），則不論大小或樓面面積，均會就本特別條款的目的計為一個樓層，而任何地庫層的用途必須依照本特別條款(b)(iii)款訂明的額外限制規定；

(ii) 其餘樓層(如有多於三個地庫層，則不包括位於最低三層對上的任何一個或多個地庫層(如已建成))只可作私人住宅用途；及

(iii) 任何地庫層(如已建成)不論是最低三層任何一層或是最低三層對上的地庫層，一律作非工業用途(不包括住宅、貨倉、酒店及加油站)。

(c) 任何樓層如僅用作特別條款第(29)條、第(30)條及第(38)條指定提供的停車位、上落貨車位及公共停車場或機器房或上述兩者，一律不計入本特別條款(b)款所載的任何一個樓層。署長就任何樓層的用途是否本分款所准許的用途的決定將作終論，並對承授人約束。

(d) 於本特別條款，署長就何謂一個或多個樓層或一個或多個樓層是否構成一個或多個地庫層所作的決定將作終論，並對承授人約束。」

4. **不得設置墳墓或骨灰龕**

批地文件特別條款第(55)條

「不得在該地段上豎立或建造墳墓或骨灰龕，亦不得在該地段內或其上不論以陶罐、骨灰甕或其他形式安葬或存放任何人類骸骨或動物骸骨。」

D. 按規定須興建並提供予政府或供公眾使用的設施:

5. **私家街、私家路及後巷**

批地文件一般條款第8條

「此等條款訂明拓建的任何私家街、私家路及後巷，其位置須令署長滿意，並按其決定納入或剔除於批租土地範圍，不論屬何情況，須在政府要求時免費交還予政府。如向政府交還上述私家街、私家路及後巷，其路面鋪設、路緣石、排水系統（包括污水及雨水渠）、溝渠及道路照明設施將由政府進行，費用由承授人承擔，其後則由公帑維修保養。若上述私家街、私家路及後巷仍屬批租土地的一部分，則須由承授人自費進行照明、路面鋪設、路緣石、排水、溝渠及維修保養等工程，並須全面令署長滿意；署長亦可基於公眾利益需要，進行或安排進行道路照明設施的安裝及保養。承授人須承擔安裝道路照明設施的資本開支，並允許工人及車輛自由進出批租土地範圍，以安裝及保養道路照明設施。」

6. **綠色範圍**

批地文件特別條款第(4)條

「(a) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本批地文件所夾附圖則以綠色顯示的日後擬建公共道路相關部分（以下統稱「綠色範圍」）進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的橋、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「構築物」），

以便在綠色範圍建造建築物及供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在綠色範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費保養綠色範圍和在該處建造、安裝及提供之構築物及所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色範圍的佔管權按照本特別條款第(5)條交還政府為止。

(b) 如承授人不在本特別條款第(a)款訂明的期限內履行該款所訂的責任，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府行使本特別條款(b)款所訂的權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。」

批地文件特別條款第(5)條

「僅為執行本特別條款第(4)條所訂的必要工程，承授人將在本協議訂立日起獲授予綠色範圍的佔管權。綠色範圍連同構築物須在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人佔管綠色範圍期間，須在所有合理時間允許所有政府及公共車輛和行人自由進出及通行該處，並確保不會因為執行本批地文件文特別條款第(4)條規定的工程等而干預或阻礙此等通行權。」

批地文件特別條款第(6)條

「如事前未獲署長書面同意，承授人不得使用綠色範圍儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(4)條所訂工程的任何其他用途。」

批地文件特別條款第(7)條

「(a) 承授人佔管綠色範圍期間，必須在所有合理時間：

(i) 允許署長及其人員、承辦商和署長授權的任何其他人等有權通行、進出、往返及行經該地段和綠色範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(4)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(4)(b)條所訂的工程和綠色範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和綠色範圍，以在綠色範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體(如有)及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述綠色範圍內的工程事項；及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和綠色範圍，以執行任何關於運作、保養、修理、更換和更改綠色範圍內任何其他水務裝置的工程。

(b) 如因政府及其人員、代理、承辦商、工人和任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府概毋須承擔責任。」

7. **保留範圍**

批地文件特別條款第(14)條

「(a) 政府應獲免除並保留在本批地文件所夾附圖則內以粉紅色間黑斜線顯示的範圍內、位於香港主水平基準以上1.7米及香港主水平基準以上11.1米之間的土地分層與空域（該等土地分層與空域以下統稱「保留範圍」）。

(b) 除本特別條款第(15)、(16)及(17)條另有規定外，承授人對保留範圍並無任何擁有權、佔有權或使用權，且除非此等條款另有規定，不得在保留範圍內建造或構築任何建築物或構築物。

(c) 承授人無權根據任何法例或其他規定，就本特別條款(a)款所保留的權利，或就因使用保留範圍作為特別條款第(15)條所指的未來公共道路而引致或與之相關的任何性質的損失、損害、滋擾、煩擾或妨害，向政府提出異議或索償。」

批地文件特別條款第(15)條

「(a) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）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) 在保留範圍內擬建公共道路相關部分進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物(以下統稱「保留範圍構築物」)，

以便在保留範圍供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在保留範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 自費保養保留範圍、保留範圍構築物和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至整個保留範圍的佔管權按照本特別條款第(16)條交還政府為止。

(b) 如承授人不履行或違反本特別條款第(a)款的責任(包括承授人疏忽或沒有在根據本特別條款第(c)款送達的通知訂明的期限內履行、遵行或遵守該通知)，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等行使本特別條款(b)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、代理、承辦商、工人和任何其他獲授權的人等概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向他們提出申索賠償。」

批地文件特別條款第(16)條

「僅為執行本特別條款第(15)條所訂的必要工程，承授人將在本協議訂立日起獲授予保留範圍的佔管權。保留範圍(或署長以全權酌情規定或要求的任何部分)連同保留範圍構築物須在任何時候在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人須在履行本批地文件特別條款第(15)(a)條訂明的責任時及交還整個保留範圍的佔管權之前，允許所有政府及公共車輛和行人在所有合理時間自由進出及通行保留範圍，並確保不會因為執行本批地文件特別條款第(15)條規定的工程等而干預或阻礙此等通行。」

批地文件特別條款第(17)條

「如事前未獲署長書面同意，承授人不得使用保留範圍或其任何部分儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(15)條所訂工程的任何其他用途。」

批地文件特別條款第(18)條

「(a) 承授人交還整個保留範圍的佔管權前，必須在所有合理時間：

(i) 允許政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等有權通行、進出、往返及行經該地段和保留範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(15)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(15)(b)條所訂的工程和保留範圍內署長視為需要的任何其他工程；

(ii) (允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和保留範圍，以在保留範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供及擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述保留範圍內的工程事項；及

(iii) 允許水務監督及排水事務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和保留範圍，以執行任何關於運作、保養、修理、更換和更改保留範圍內任何其他水務或排水裝置的工程。

(b) 如因政府、署長、其人員、代理、承辦商、工人及根據本特別條款(a)款正式獲授權的任何其他人士或公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，他們概毋須承擔責任。

僅於特別條款第(14), (15), (16), (17) 及(18)條，承授人一詞不包括其繼承人及受讓人。」

8. **公共停車場**

批地文件特別條款第(38)條

「(a) 除根據特別條款第(29)條（可根據本批地文件特別條款第(31)條更改）及第(30)條規定提供停車位及上落貨車位外，承授人須於本文特別條款第(8)條指定的日期（或運輸署署長及署長批准的其他延長期限）或之前，自費並以全面令運輸署署長滿意的方式，根據此等條款、按本特別條款(b)款所定義及批准的公共停車場布局圖，以及香港現行或日後實施有關公共停車場及公眾車輛停車的所有條例、附例和規例：

(i) 在該地段內興建及建造並在其後提供及保養一個公共停車場（以下簡稱「公共停車場」）；及

(ii) 在公共停車場內提供：

(I) 100個供根據《道路交通條例》持牌車輛停泊的停車位，每個停車位寬2.5米、長5.0米，最低淨高2.4米；及

(II) 20個供根據《道路交通條例》持牌電單車停泊的停車位，每個停車位寬1.0米、長2.4米，最低淨高2.4米。

(b) 承授人須向運輸署署長提交或安排提交一份公共停車場布局圖，以供其書面批准，圖中須標示停車位的布局、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及運輸署署長可能要求的其他範圍及空間（以下簡稱「公共停車場布局圖」）。停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間須按照運輸署署長根據本(b)款批准的公共停車場布局圖提供及設置並須全面令運輸署署長滿意。承授人須按照運輸署署長根據本(b)款批准的公共停車場布局圖保養停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間及如事前未獲運輸署署長及署長書面同意，不可更改其布局。

(c) 除了經運輸署署長書面批准的車輛通道外，公共停車場的停車樓層或層數不得經由任何車輛通道進入或使用。

(d) 公共停車場內的每個停車位都應直接面向車道或足夠的通行空間，以便任何車輛都能無阻礙地駛入或駛出每個停車位或車道或通行空間。

(e) 公共停車場的進出控制點、閘杆及繳費亭位置，以及進出安排，須事先獲運輸署署長書面批准。

(f) 公共停車場的布局的設計須確保沒有車輛需在該地段外排隊或等候進入公共停車場。

(g) 公共停車場內所有停車位須於所有時間開放予公眾作短期停泊持牌車輛，並按小時、日或月收費，或按經運輸署署長書面批准的其他方式收費。承授人須於所有時間允許公眾免費進出及經過該地段或該地段上已建或擬建的任何建築物的該等部分，以進出公共停車場。

(h) 為計算特別條款第(12)(c)條規定的總樓面面積，公共停車場（包括公共停車場內所有停車位、轉彎圈、進出通道及迴旋處及署長全權酌情認為適當的其他範圍及空間）不得計算在內。公共停車場的總樓面面積及何等範圍被指定為公共停車場的一部分，由署長釐定，其決定將作終論並對承授人約束。

(i) 公共停車場內提供的停車位除供停泊根據《道路交通條例》持牌的車輛及電單車外，不得作任何其他用途，其中特別禁止使用公共停車場或其任何部分作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(j) 公共停車場按本特別條款完成建造時，承授人須開始運作，並在整個批租期內自費持續運作、維持、保養、修理、經營及管理公共停車場及所有構成其一部分或與其有關的部分，而其規模及方式須在所有時間令運輸署署長滿意，並完全符合香港現行或日後任何時間實施有關公眾車輛泊車的所有條例、附例和規例。

(k) 現明確同意、聲明及規定，就向承授人施加本特別條款(g)款下的義務，承授人並無意圖及政府亦不同意其撥出公共停車場或該地段任何部分為公眾提供通行權。

(l) 現明確同意、聲明及規定，承授人在本特別條款(g)款下的義務將不會引起承授人對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文等)的寬免或權利產生期望，或就其提出申索。為免生疑問，承授人特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文就額外上蓋面積或地積比率的寬免或權利的申索。」

9. **停車資訊**

批地文件特別條款第(39)條

「(a) 承授人須：

(i) 自費提交或安排提交一份或多於一份標示在該地段內任何建築物、構築物或樓層空間內、之上或之內提供及設置的設施、裝置和設備（以下簡稱「設施、裝置和設備」）的位置和尺寸的圖則予運輸署署長作書面批准，此圖則應包含運輸署署長可能以其絕對酌情權要求或指明的資訊（以下統稱為「停車資訊系統區域」），以便提交與以下各項相關和有關的資訊：

(I) 訪客停車位、非工業停車位、非工業電單車停車位及傷殘人士停車位；及

(II) 根據特別條款第(38)條在公共停車場提供停泊車輛的車位，

包括但不限於本特別條款(b)款要求的空置停車位的數量及類型等資訊（以下統稱「停車資訊」）。未獲批准前，除本特別條款第(3)條所提及的拆卸工程及地盤平整工程外，不得在地段展開任何建築工程，而就此等條款而言，地盤平整工程按《建築物條例》所定義；

(ii) 於特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費按照本特別條款第(a)(i)款批准的圖則，進行及完成停車資訊系統區域的工程，並全面令運輸署署長滿意；承授人應自費提供並安裝設施、裝置和設備，並在其後於本協議訂定的批租期內，自費維護停車資訊系統區域及設施、裝置和設備，以保持其修繕妥當及狀況良好，以履行承授人在本特別條款第(b)款項下的義務，並全面令運輸署署長滿意；

(iii) 在本批地文件協定批授的整個年期內的所有合理時間，允許運輸署署長、署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論是否攜帶工具、設備、機器、機械或車輛，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查及監督任何根據本特別條款第(a)(ii)款進行的工程。

(b) 承授人須自運輸署署長決定及書面指定的日期起（其決定為最終並對承授人具約束力），並在整個批租期內的任何時間，自費按運輸署署長不時要求或書面指定的格式及時間及相隔期間（其決定將作終論並對承授人約束），提交或安排提交停車資訊，以全面令運輸署署長滿意。

(c) 承授人特此：

(i) 同意運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等全權酌情處理、使用及複製停車資訊，並以提交或處理後的格式，透過運輸署署長全權酌情認為適當的媒體向任何政府部門或第三方（不論是個人、商號、法人團體、公眾成員或其他組織）披露及傳播，供其搜索、查閱、複製、打印、傳播、利用、分析、研究或其他用途；及

(ii) 承認及確認運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否處理、使用或複製停車資訊，或按本特別條款第(c)(i)款向任何政府部門或第三方披露及傳播停車資訊，不論是以遞交的或經處理的、以任何形式及用任何媒介。

(d) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，且承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。

(e) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務、承授人有關本特別條款(b)款提交停車資訊的任何遺漏、錯誤、疏忽或違約；或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。

(f) 停車資訊系統區域須指定為本特別條款第(36)條所指的公用地方。」

10. **公共停車場轉讓限制**

批地文件特別條款第(40)條

「即使此等批地條款已獲遵守並令署長滿意，承授人在本批地文件協定批授的整個年期內，不得轉讓、抵押、押記、分租、放棄管有或以其他方式處置公共停車場或其任何部分，或訂立協議如此行事；除非作為一整體，唯須符合特別條款第(38)(g)及(38)(i)條規定，且分租須在建築事務監督根據《建築物條例》就分租相關的公共停車場內的停車位或其部分發出佔用許可證或臨時佔用許可證後方可開始。」

11. **建造排水渠及渠道與接駁排水渠及污水渠**

批地文件特別條款第(47)條

「(a) 承授人須按署長視為需要，自費以署長滿意的方式在該地段邊界範圍之內或政府土地上建造和保養排水渠及渠道，以截流和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、渠道或政府雨水渠。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序，承授人必須承擔全責，並須向政府及其人員彌償和保持令其獲得彌償。

(b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之政府雨水渠及污水管的工程可由署長負責執行。署長毋須就由此引致的任何損失或損害向承授人承擔責任，而承授人接獲要求時須向政府支付此等接駁工程的費用。此外，承授人亦可自費以署長滿意的方式執行上述接駁工程，於該情況下位於政府土地範圍內的上述接駁工程將由承授人自費保養，如接獲要求，承授人須將此等工程段移交政府，日後由政府自費保養，承授人須在接獲要求時向政府繳付上述接駁工程的技術審核費用。如承授人不保養建於政府土地內的上述接駁工程任何部分，署長可執行其視為必要的保養工程，承授人須在接獲要求時支付有關工程的費用。」

12. **食水供應自動讀錶外站**

批地文件特別條款第(48)條

「(a) 承授人須在特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費以水務監督（定義以《水務設施條例》、其任何附屬規例 及修訂法例所訂為準）全面滿意的方式， 依照本特別條款(b)款所載經批准的自動讀錶外站建議書和《水務設施條例》、其任何附屬規例及修訂法例，在該地段或其任何部分或該處已建或擬建的任何一座或多座建築物上提供和安裝一所或若干食水供應自動讀錶外站，連同水務監督全權酌情規定的其他設施及相關設備（上述一所或若干食水供應自動讀錶外站連同其他設施及相關設備以下統稱「自動讀錶外站」）。

(b) 承授人須自費向水務監督提交或達致他人向水務監督提交關於提供和安裝自動讀錶外站的建議（以下簡稱「自動讀錶外站建議書」）供水務監督書面批准，以全面令水務監督滿意，包含尤其是水務監督全權酌情指定的資料及詳情等，其中包括但不限於：

(i) 顯示自動讀錶外站位置的布局圖；

(ii) 自動讀錶外站建設工程的設計、布局和設備詳情；及

(iii) 現已或將會指定供裝設自動讀錶外站和相關便利檢查及保養的範圍或空間詳情。

(c) 承授人必須待至水務監督根據本特別條款(b)款以書面批准自動讀錶外站建議書，方可在該地段展開工程提供或安裝自動讀錶外站。依照本特別條款(b)款批准的自動讀錶外站建議書安裝的自動讀錶外站以下簡稱「經批准的自動讀錶外站」。

(d) 承授人須自費以水務監督全面滿意的方式運作、保養和修理經批准的自動讀錶外站，以保持其修繕妥當及運作良好，直至經批准的自動讀錶外站依照本特別條款 (g)款規定移交水務監督為止。

(e) 裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部，不可興建或放置任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的任何性質構築物、物件或物料。如水務監督認為（其意見將作終論並對承授人約束）裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部有任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換或重置經批准的自動讀錶外站的構築物、物件或物料，水務監督有權向承授人發出書面通知，要求承授人在通知列明的期限內，自費以水務監督全面滿意的方式拆卸或拆除此等構築物、物件或物料，並且還原裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間。

(f) 如承授人不履行本特別條款(a)、(d)或(e)款訂明的義務，水務監督可執行必要的工程，費用由承授人支付。承授人須在接獲要求時向水務監督支付相等於工程費用的款項，金額由水務監督釐定，其決定將作終論並對承授人約束。

(g) 承授人應在接獲要求時，在水務監督書面指定的日期將上述規定提供的經批准的自動讀錶外站或當中任何一項交付水務監督，而於任何情況下經批准的自動讀錶外站或當中任何一項亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交付水務監督。

(h) 於本批地文件協定批授的整個年期內，承授人時刻均須允許水務監督、其人員、承辦商、代理及彼等的工人和水務監督正式授權的其他人等，不論攜帶工具、設備、機器、機械或車輛與否，行使不受限制的自由權利通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便：

(i) 檢驗、檢查和監督承授人遵照本特別條款(a)、(d)及(e)款所須執行的任何工程；

(ii) 執行本特別條款(f)款訂明的任何工程；及

(iii) 在經批准的自動讀錶外站或當中任何一項按照本特別條款(g)款交付水務監督後，檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站或當中任何一項，並且執行水務監督視為需要的其他工程。

(i) 如因承授人履行本特別條款(a)、(d)及(e)款所訂義務或因行使本特別條款(f)及(h)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、水務監督、其人員、承辦商、代理或彼等的工人和水務監督正式授權的其他人等毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方提出申索賠償。

(j) 如因提供、安裝、運作、保養和修理經批准的自動讀錶外站或行使本特別條款(f)及(h)款所訂任何權利而直接或間接令政府、水務監督、其人員、承辦商、代理、工人和水務監督正式授權的其他人等招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向彼等彌償並保持令其獲得彌償。」

E. 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

13. **保養**

批地文件一般條款第6條

「(a) 承授人須在整個批租年期內根據此等批地條款建造或重建（本詞指本一般條款 (b)款所述的重建工程):

(i) 按照經批准的建築圖則保養所有建築物，並且不作任何修改或改動；

(ii) 保養現已或日後依照此等批地條款或嗣後任何修訂合約興建的所有建築物，以保持其修繕妥當及狀況良好，並在批租年期屆滿或提前終止時以修繕完好的狀況交回。

(b) 如在批租年期內任何時間拆卸位於該地段或其任何部分的任何建築物，承授人必須另行提供同類型和樓面總面積相等的良好穩固之一座或多座建築物作替代，又或提供類型和價值經署長批准的一座或多座建築物作替代。如進行上述拆卸工程，承授人須在施工一(1)個曆月內向署長申請同意，以便進行建造工程重建該地段，接收同意後則須在三(3)個曆月內展開必要的重建工程，以及在署長指定的期限內以署長滿意的方式完成工程。」

14. **綠色範圍**

批地文件特別條款第(4)條

「(a) 承授人須:

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長批准的方式及物料，按署長批准的標準、樓層、定線和設計進行下列工程，以全面令署長滿意：

(I) 在本批地文件所夾附圖則以綠色顯示的日後擬建公共道路相關部分（以下統稱「綠色範圍」）進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的橋、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「構築物」），

以便在綠色範圍建造建築物及供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在綠色範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、街燈、交通標誌、街道傢俬及道路標記；及

(iii) 自費保養綠色範圍和在該處建造、安裝及提供之構築物及所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至綠色範圍的佔管權按照本特別條款第(5)條交還政府為止。

(b) 如承授人不在本特別條款第(a)款訂明的期限內履行該款所訂的責任，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府行使本特別條款(b)款所訂的權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，署長概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向政府或署長或其授權人員提出申索賠償。」

批地文件特別條款第(5)條

「僅為執行本特別條款第(4)條所訂的必要工程，承授人將在本協議訂立日起獲授予綠色範圍的佔管權。綠色範圍連同構築物須在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人佔管綠色範圍期間，須在所有合理時間允許所有政府及公共車輛和行人自由進出及通行該處，並確保不會因為執行本批地文件特別條款第(4)條規定的工程等而干預或阻礙此等通行權。」

批地文件特別條款第(6)條

「如事前未獲署長書面同意，承授人不得使用綠色範圍儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(4)條所訂工程的任何其他用途。」

批地文件特別條款第(7)條

「(a) 承授人佔管綠色範圍期間，必須在所有合理時間：

(i) 允許署長及其人員、承辦商和署長授權的任何其他人等有權通行、進出、往返及行經該地段和綠色範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(4)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(4)(b)條所訂的工程和綠色範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和綠色範圍，以在綠色範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述綠色範圍內的工程事項；及

(iii) 允許水務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和綠色範圍，以執行任何關於運作、保養、修理、更換和更改綠色範圍內任何其他水務裝置的工程。

(b) 如因政府及其人員、代理、承辦商、工人和任何其他人等或根據本特別條款(a)款正式獲授權的公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府概毋須承擔責任。」

15. **建築承諾**

批地文件特別條款第(8)條

「承授人須全面遵照此等批地條款和香港現時或無論何時生效的所有建築、衛生及規劃相關的條例、附例和規例在該地段發展興建一座或多座建築物。上述一座或多座建築物應在2027年12月 31日或之前建成並適宜佔用。」

16. **園境美化**

批地文件特別條款第(11)條

「承授人須自費在該地段及平台（如有）無建築物的部分進行園景美化和種植樹木及灌叢，其後並須保養及保持此等環境安全、清潔、整齊、井然和健康，以令署長滿意。」

17. **綠化區**

批地文件特別條款第(13)條

「(c) (i) 承授人須自費向屋宇署署長呈交一份圖則，標示該地段或該處已建及擬建的一座或多座建築物之上或其內將會設置和維持綠化設施的一個或多個部分（包括但不限於提供有泥土基層的活植物）（以下簡稱「綠化區」）、綠化區的布局和面積，以及屋宇署署長全權酌情規定或指定的其他資料（包括但不限於綠化區建築工程的位置及資料），以供屋宇署署長書面批准（呈交文件連同圖則以下簡稱「綠化建議書」）。屋宇署署長就何謂根據綠化建議書設置綠化設施以及該地段或該處的一座或多座建築物哪些部分構成綠化區所作的決定將作終論並對承授人約束。上述經屋宇署署長批准的呈交文件以下簡稱「經批准的綠化建議書」。於本特別條款，建築工程的定義以《建築物條例》所定義為準。

(ii) 承授人須自費按照經批准的綠化建議書實施及完成綠化區的建築工程，其後並須以屋宇署署長全面滿意的方式保養綠化區。如事前未獲屋宇署署長書面批准，不得修改、更改、改動、修正或取代經批准的綠化建議書或標示綠化區的圖則。

(iii) 除非事前獲屋宇署署長書面批准，否則經批准的綠化建議書所顯示的綠化區將須被指定為並構成特別條款第(26)(a)(v)條所指的公用地方一部分，而除按照經批准的綠化建議書列明的布局、面積、位置和資料用作綠化區外，不得作任何其他用途。」

18. **保留範圍**

批地文件特別條款第(14)條

「(a) 政府應獲免除並保留在本批地文件所夾附圖則內以粉紅色間黑斜線顯示的範圍內、位於香港主水平基準以上1.7米及香港主水平基準以上11.1米之間的土地分層與空域（該等土地分層與空域以下統稱「保留範圍」）。

(b) 除本特別條款第(15)、(16)及(17)條另有規定外，承授人對保留範圍並無任何擁有權、佔有權或使用權，且除非此等條款另有規定，不得在保留範圍內建造或構築任何建築物或構築物。

(c) 承授人無權根據任何法例或其他規定，就本特別條款(a)款所保留的權利，或就因使用保留範圍作為特別條款第(15)條所指的未來公共道路而引致或與之相關的任何性質的損失、損害、滋擾、煩擾或妨害，向政府提出異議或索償。」

批地文件特別條款第(15)條

「(a) 承授人須:

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）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) 在保留範圍內擬建公共道路相關部分進行鋪設及平整工程；及

(II) 提供及建造署長全權酌情規定的下水道、行人路、污水渠、排水渠、總喉或其他構築物（以下統稱「保留範圍構築物」），

以便在保留範圍供車輛和行人往來；

(ii) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以署長滿意的方式在保留範圍鋪設路面、設置路緣及渠道，並且按署長規定為此等設施提供溝渠、污水渠、排水渠、消防栓連接駁總喉的水管、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器；及

(iii) 自費保養保留範圍、保留範圍構築物和在該處建造、安裝及提供之所有構築物、路面、溝渠、污水渠、排水渠、消防栓、服務設施、街燈、交通標誌、街道傢俬、道路標記及機器，以令署長滿意，直至整個保留範圍的佔管權按照本特別條款第(16)條交還政府為止。

(b) 如承授人不履行或違反本特別條款第(a)款的責任(包括承授人疏忽或沒有在根據本特別條款第(c)款送達的通知訂明的期限內履行、遵行或遵守該通知)，政府可執行必要的工程，費用由承授人承擔；承授人須在政府要求時支付相等於有關費用的款項，金額由署長指定，其決定將作終論並對承授人約束。

(c) 如因承授人履行本特別條款第(a)款所訂的責任或因政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等行使本特別條款(b)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、署長、其人員、代理、承辦商、工人和任何其他獲授權的人等概毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向他們提出申索賠償。」

批地文件特別條款第(16)條

「僅為執行本特別條款第(15)條所訂的必要工程，承授人將在本協議訂立日起獲授予保留範圍的佔管權。保留範圍(或署長以全權酌情規定或要求的任何部分)連同保留範圍構築物須在任何時候在政府要求時交還政府，而於任何情況下，亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交還政府。承授人須在履行本批地文件特別條款第(15)(a)條訂明的責任時及交還整個保留範圍的佔管權之前，允許所有政府及公共車輛和行人在所有合理時間自由進出及通行保留範圍，並確保不會因為執行本批地文件特別條款第(15)條規定的工程等而干預或阻礙此等通行。」

批地文件特別條款第(17)條

「如事前未獲署長書面同意，承授人不得使用保留範圍或其任何部分儲物或興建任何臨時構築物，又或作並非執行本批地文件特別條款第(15)條所訂工程的任何其他用途。」

批地文件特別條款第(18)條

「(a) 承授人交還整個保留範圍的佔管權前，必須在所有合理時間：

(i) 允許政府、署長、其人員、代理、承辦商、工人和彼等授權的任何其他人等有權通行、進出、往返及行經該地段和保留範圍，以檢查、檢驗和監督任何遵照本批地文件特別條款第(15)(a)條規定進行的工程，以及執行、檢查、檢驗和監督本批地文件特別條款第(15)(b)條所訂的工程和保留範圍內署長視為需要的任何其他工程；

(ii) 允許政府及政府授權的相關公用事業公司有權按需要通行、進出、往返及行經該地段和保留範圍，以在保留範圍或任何毗連土地之內、其上或其下執行任何工程，其中包括但不限於按需要鋪設和其後保養所有水管、電線、管線、電纜管道及其他導體和附屬設備，以便提供及擬供該地段或任何毗連或毗鄰土地或處所使用的電話、電力、氣體（如有）及其他服務。承授人須與政府以及政府正式授權的相關公用事業公司充分合作，以處理所有關乎任何上述保留範圍內的工程事項；及

(iii) 允許水務監督及排水事務監督的人員及彼等授權的其他人等有權按需要通行、進出、往返及行經該地段和保留範圍，以執行任何關於運作、保養、修理、更換和更改保留範圍內任何其他水務或排水裝置的工程。

(b) 如因政府、署長、其人員、代理、承辦商、工人及根據本特別條款(a)款正式獲授權的任何其他人士或公用事業公司行使權利導致承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，他們概毋須承擔責任。

僅於特別條款第(14), (15), (16), (17) 及(18)條，承授人一詞不包括其繼承人及受讓人。」

19. **康樂設施**

批地文件特別條款第(20)條

「(a) 承授人可在該地段內興建、建造和提供經署長書面批准的康樂設施及該處的附屬設施（以下簡稱「該等設施」）。該等設施的類型、大小、設計、高度及布局事前須提交署長書面批准。

(b) 計算本批地文件特別條款第(12)(c)條指定的整體樓面總面積時，受限於本批地文件特別條款第(54)(d)條之規定，任何根據本特別條款(a)款在該地段提供的該等設施任何部分如供現已或將會興建於該地段的一座或多座住宅大廈全體住戶及彼等的真正訪客公用與共享，不會計算在內，而署長認為並非作此用途的該等設施其餘部分則會計算在內。

(c) 如該等設施任何部分根據本特別條款(b)款可獲豁免計入樓面總面積（以下簡稱「豁免設施」）：

(i) 豁免設施須被指定為及構成本批地文件特別條款第(26)(a)(v)條所指的公用地方一部分；

(ii) 承授人須自費保養豁免設施，以保持其修繕妥當及狀況良好，同時須運作豁免設施，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內的一座或多座住宅大廈住戶和彼等的真正訪客使用，其他人等不可使用。」

20. **泊車要求**

批地文件特別條款第(29)條

「(a) (i) 須按下表列明根據該地段上已建或擬建的住宅單位的面積計算的比率，在該地段內提供運輸署署長（以下簡稱「運輸署署長」）滿意的停車位，以供停泊根據《道路交通條例》（第374章）、其任何附屬規例及修訂法例（以下簡稱「道路交通條例」）持牌的車輛:

每住宅單位大小	根據本(a)(i)款須提供的住宅停車位數目
少於40平方米	每22.22個住宅單位或不足之數提供1個停車位
不少於40平方米但少於70平方米	每12.69個住宅單位或不足之數提供1個停車位
不少於70平方米但少於100平方米	每4.23個住宅單位或不足之數提供1個停車位
不少於100平方米但少於130平方米	每1.61個住宅單位或不足之數提供1個停車位
不少於130平方米但少於160平方米	每1.18個住宅單位或不足之數提供1個停車位
不少於160平方米	每0.93個住宅單位或不足之數提供1個停車位

根據本(a)(i)款提供（可根據本批地文件特別條款第(31)條更改）的停車位以下簡稱「住宅停車位」。於此等批地條款，「車輛」一詞的定義以道路交通條例所定義為準。

(iii) 該地段應按於下表列明根據該地段每座已建或擬建住宅單位大廈內提供的住宅單位數目計算的配置比率，額外提供令運輸署署長滿意以供停泊根據道路交通條例持牌車輛的停車位（根據本(a)(iii)款提供的停車位（可根據本批地文件特別條款第(31)條更改），以下簡稱「訪客停車位」）：

每座大廈的住宅單位數目	每座大廈的訪客停車位數目
30或以下	1
31至45	2
46至60	3
61至75	4
75以上	5

(iv) 住宅停車位及訪客停車位除作本特別條款(a)(i)及(a)(iii)款分別訂明的用途外，不得作任何其他用途，其中特別禁止使用所述車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(b) (i) 該地段內須提供運輸署署長滿意的停車位，以供停泊根據道路交通條例持牌的車輛，配置比率為該地段上已建或擬建作非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或此等建築物的一個或多個部分每200平方米的樓面總面積或其部分設置1個停車位（根據本(b)(i)款提供的停車位（可根據本批地文件特別條款第(31)條更改）以下簡稱「非工業停車位」）。

(iii) 非工業停車位除供停泊根據道路交通條例持牌的車輛外，不得作任何其他用途，其中特別禁止使用所述停車位作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(c) (i) 承授人應依照建築事務監督規定或批准，從住宅停車位、訪客停車位及非工業停車位中預留和指定一定數目的停車位，以供傷殘人士停泊車輛（此等預留及指定停車位以下簡稱「傷殘人士停車位」）。於此等批地條款，傷殘人士一詞如道路交通條例所定義，而建築事務監督一詞則如《建築物條例》所定義。

(ii) 傷殘人士停車位除供傷殘人士停泊根據道路交通條例持牌的車輛外，不得作任何其他用途，其中特別禁止使用所述停車位作存放、陳列或展示車輛作招售或提供洗車及汽車美容服務等。

(d) (i) 該地段內須按以下比率設立運輸署署長滿意的停車位，以供停泊根據道路交通條例持牌的電單車：

(I) 就該地段上已建或擬建的住宅單位大廈內提供的每100個住宅單位設置1個停車位（根據本(d)(i)(I)款提供的停車位（可根據本批地文件特別條款第（31）條更改） 以下簡稱「住宅電單車停車位」）；及

(II) 非工業停車位總數的10%（根據本(d)(i)(II)款提供的停車位（可根據本批地文件特別條款第 （31）條更改）以下簡稱 「非工業電單車停車位」）。

如住宅電單車停車位及非工業電單車停車位的數目為小數，則向上捨入至下一個整數。於此等條款，「電單車」一詞如道路交通條例所定義。

(ii) 住宅電單車停車位及非工業電單車停車位除供停泊根據道路交通條例持牌的電單車外，不得作任何其他用途，其中特別禁止使用所述停車位作存放、陳列或展示車輛作招售或提供洗車及汽車美容服務等。

(f) 承授人須：

(i) 於本特別條款第(8)條指定的日期（或署長批准的其他延長期限）或之前，自費以機電工程署署長滿意的標準及設計，並在所有方面符合《建築物條例》及《電力條例》、其下規例及任何修訂法例：

(I) 於根據本特別條款第(a)、(b)、(c)及(d)款及特別條款第(38)條提供的所有停車位提供及安裝電動車充電設施，包括但不限於固定電力裝置及最終電路安裝；及

(II) 除本特別條款第(f)(i)(I)款要求外，在根據本特別條款第(a)、(b)及(c)款及特別條款第(38)條提供的停車位中不少於30%的停車位提供及安裝電動車中型充電器，包括最終電路，而當中每個停車位至少擁有1個電動車中型充電器；及

(ii) 在本協議批租期內，自費維護、保養、維修及管理根據本特別條款(f)(i)(I)及(f)(i)(II)款提供及安裝的電動車充電設施及電動車中型充電器，使其處於良好維修及運作狀態，以全面令機電工程署署長滿意。」

批地文件特別條款第(30)條

「(a) 該地段內須提供運輸署署長滿意的停車位以供貨車上落貨，配置比率如下：

(i) 就該地段上已建或擬建作住宅用途的一座或多座建築物的每800個住宅單位設置1個停車位，但該地段上每座已建或擬建的住宅單位大廈最少須設置1個上落貨車位。上落貨車位應毗鄰或位於每座住宅單位大廈內；及

(ii) 就該地段上已建或擬建作非工業用途（不包括私人住宅、貨倉、酒店及加油站）的一座或多座建築物或其一個或多個部分每800平方米的樓面總面積設置1個停車位。

(b) 根據本特別條款第(a)(i)及(a)(ii)款提供的上落貨車位中，首65%的停車位面積須為3.5米闊及7.0米長，最低淨空高度為3.6米，而餘下的停車位面積須為3.5米闊及11.0米長，最低淨空高度為4.7米，唯如停車位的數目為小數，則向上捨入至下一個整數。此等停車位除供與該款所載的一座或多座建築物相關的貨車上落貨外，不得作任何其他用途。

(c) 計算本特別條款第(a)(i)及(a)(ii)款提供的停車位數目時，用於泊車、上落貨的樓面面積將不予計算。」

批地文件特別條款第(31)條

「(a) 儘管有本批地文件特別條款第(29)(a)(i)、(29)(a)(iii)、(29)(b)(i)、(29)(d)(i)(I)及(29)(d)(i)(II)條的規定，承授人仍可以不多於百分之五(5%)的幅度增減上述特別條款分別規定提供的停車位數目，但增減停車位總數不可超過50 個。

(b) 除本特別條款(a)款之規定外，承授人亦可分別增減住宅停車位和住宅電單車停車位的數目（不計算根據本特別條款(a)款計入的停車位），增減幅度不可多於百分之五 (5%)。

(c) 儘管有本批地文件特別條款第(29)(a)、(29)(b)、(29)(d)、(29)(e)及(30)條和本特別條款(a)及(b)款的規定，承授人仍可在獲得運輸署署長書面批准後將遵照上述各特別條款或各款所提供的停車位數目及尺寸分別增減為其他數目和尺寸，惟事前必須取得署長的書面批准，而署長可全權酌情在批准時附加其視為恰當的條款與條件，包括規定承授人支付署長釐定的地價及行政費用。」

批地文件特別條款第(32)條

「(a) 在本批地文件協定批授的整個年期內，承授人須時刻允許運輸署署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論攜帶工具、設備、機器、機械或車輛與否，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查或核實承授人並無違反或不遵行本批地文件特別條款第(29)、(30)及(31)條的規定。

(b) 對於承授人或任何其他人等因運輸署署長、政府、其人員、承辦商、代理、工人或任何其授權人士行使本特別條款第(a)款的權利而直接或間接引起的任何損失、損害、滋擾或干擾，政府概不負責，承授人不得就任何該等損失、損害、滋擾或干擾向政府提出任何索償。

(c) 承授人須就運輸署署長、政府、其人員、承辦商、代理、工人或任何其授權人士行使本特別條款第(a)款的權利直接或間接引起的所有責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，向政府作出彌償並保持令其獲得彌償。」

批地文件特別條款第(33)條

「(a) 為計算本特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii)條規定的分別總樓面面積，

(i) 以下將不予計算：

(I) 根據特別條款第(29)條（可根據本批地文件特別條款第（31）條更改）提供且位於地面以下的停車位；及

(II) 根據特別條款第(30)條提供且位於地面或地面以下的停車位；

(ii) 如根據特別條款第(29)條提供位於地面或以上的停車位（可根據本批地文件特別條款第（31）條更改），或根據特別條款第(30)條提供位於地面以上的停車位，則該等停車位的50%連同服務該等停車位的其他區域（包括但不限於升降機大堂、梯台、行人通道、調度區及迴旋處及機房）的50%，將分別計入特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii)條規定的總樓面面積，而署長的決定為最終並對承授人具約束力。

(b) 儘管有本特別條款第(a)(ii)款，署長可全權酌情在承授人支付署長釐定的地價及行政費用後，將本特別條款第(a)(ii)款所指的任何停車位及其他區域排除在特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii) 條分別規定的總樓面面積計算外，署長的決定將作終論並對承授人約束。

(c) 就本特別條款而言，署長就何謂地面水平或任何停車位是否位於地面、以上或以下的決定將作終論並對承授人約束。」

批地文件特別條款第(34)條

「(a) 在本文協定批授的整個年期內，不論於此等批地條款以署長全面滿意的方式履行之前或之後，住宅停車位和住宅電單車停車位亦不得轉讓，除非：

(i) 連同賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個住宅單位之不分割份數一併轉讓；或

(ii) 轉讓予現時已為賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個住宅單位的不分割份數的擁有人的人士。

於任何情況下，該地段已建或擬建的一座或多座建築物內任何一個住宅單位的擁有人概不可承讓合共多於3個住宅停車位及住宅電單車停車位。

(b) 儘管有本特別條款(a)款之規定，承授人仍可在事前獲得署長書面同意下以整體方式轉讓所有住宅停車位及住宅電單車停車位，但僅可轉讓予承授人的全資附屬公司。

(c) 本特別條款(a)款概不適用於以整體方式轉讓、分租、按揭或押記該地段。

(d) 本特別條款(a)款及(b)款不適用於傷殘人士停車位。」

批地文件特別條款第(35)條

「(a) 在本文協定批授的整個年期內，不論於此等批地條款以署長全面滿意的方式履行之前或之後，非工業停車位和非工業電單車停車位亦不得轉讓，除非：

(i) 連同賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個非工業用途（不包括私人住宅、 貨倉、酒店及加油站）單位之不分割份數一併轉讓；或

(ii) 轉讓予現時已為賦予專有權使用和佔用該地段已建或擬建的一座或多座建築物內一個或多個非工業用途（不包括私人住宅、貨倉、酒店及加油站）單位的不分割份數的擁有人的人士。

(b) 儘管有本特別條款(a)款的規定，承授人仍可在事前獲得署長書面同意下以整體方式轉讓所有非工業停車位及非工業電單車停車位，但僅可轉讓予承授人的全資附屬公司。

(c) 本特別條款(a)款概不適用於以整體方式轉讓、分租、按揭或押記該地段。」

21. **公用地方**

批地文件特別條款第(36)條

「儘管有特別條款第(34)及(35)條之規定，訪客停車位、根據特別條款第(30)(a)條在該地段內提供的停車位（可根據本批地文件特別條款第（31）條分別更改）及傷殘人士停車位須被指定為並構成公用地方一部分。」

22. **停車場布局圖則**

批地文件特別條款第(37)條

「(a) 承授人須自費向署長提供存檔及向運輸署署長呈交經運輸署署長批准的一份或多份圖則，標示將會按照本批地文件特別條款第(29)條（可根據本批地文件特別條款第(31)條更改）和第(30)條於該地段內提供的所有停車位及上落貨車位以及遵照本批地文件特別條款第(38)條提供的公共停車場及遵照本批地文件特別條款第(39)條提供且為停車資訊的內容主體的停車位之布局，或經認可人士（如《建築物條例》所定義）核證的一份或多份該等圖則之副本（以下簡稱「停車場布局圖」）。如事前未獲運輸署署長書面批准，不可修訂、更改、改動、修改或取代停車場布局圖。

(b) 停車場布局圖所標示的該等停車位及上落貨車位除作本批地文件特別條款第(29)、(30)及(38)條分別訂明的用途外，不可作任何其他用途。承授人須按照停車場布局圖，負責保養所有停車位、上落貨車位及其他範圍，包括但不限於停車場布局圖所標示的電梯、梯台和調度區及迴旋處。

(c) 除停車場布局圖標示的停車位外，該地段或該處任何建築物或構築物任何部分均不可用作本批地文件特別條款第(29)、(30)及(38)條分別所列明的泊車及車輛上落貨的用途。

(d) 在遵照本特別條款(a)款規定存檔及呈交停車場布局圖之前，不可進行任何影響該地段或其任何部分或該地段已建或擬建的任何建築物或當中任何部分的交易（訂立本批地文件特別條款第(24)(c)條訂明的租約、租契或相關協議和訂立本文特別條款第(24)(d)條訂明的建築按揭或署長批准的其他交易除外）。

(e) 承授人現：

(i) 同意運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等全權酌情閱覽、使用、複製及更改停車場布局圖，並可按運輸署署長或署長全權酌情視為恰當，透過任何途徑和方式(包括但不限於使用電子途徑或通過電子平台）向任何政府部門或第三方（不論屬於個人、商號、法人團體、公眾人士或其他機構）披露及發布停車場布局圖，以作搜尋、閱覽、複製、列印、發布、應用、分析、研究等用途，不論是回應公眾或媒體查詢等，又或是運輸署署長、署長或政府自主行動；及

(ii) 承認及確認運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否如本特別條款(e)(i)款所述閱覽、使用、複製、更改、披露或發布停車場布局圖。

(f) 為施行本特別條款(e)款的規定，承授人須取得或達致取得停車場布局圖知識產權擁有人的同意，允許運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等閱覽、使用、複製、更改、披露及發布停車場布局圖，以及允許任何政府部門或第三方搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等。

(h) 如因承授人履行或不履行本特別條款(a)、(b)、(c)、(d)及(f)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(e)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(e)(i)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。

(i) 如因承授人履行或不履行本特別條款(a)、(b)、(c)、(d)及(f)款所訂的任何義務責任，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(e)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(e)(i)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車場布局圖等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。」

23. **公用停車場**

批地文件特別條款第(38)條

「(a) 除根據特別條款第(29)條（可根據本文特別條款第(31)條更改）及第(30)條規定提供停車位及上落貨車位外，承授人須於本文特別條款第(8)條指定的日期（或運輸署署長及署長批准的其他延長期限）或之前，自費並以全面令運輸署署長滿意的方式，根據此等條款、按本特別條款(b)所定義及批准的公共停車場佈局圖，以及香港現行或日後實施有關公共停車場及公眾車輛停車的所有條例、附例和規例：

(i) 在該地段內興建及建造並在其後提供及保養一個公共停車場（以下簡稱「公共停車場」）；及

(ii) 在公共停車場內提供：

(I) 100個供根據《道路交通條例》持牌車輛停泊的停車位，每個停車位寬2.5米、長5.0米，最低淨高2.4米；及

(II) 20個供根據《道路交通條例》持牌電單車停泊的停車位，每個停車位寬1.0米、長2.4米，最低淨高2.4米。

(b) 承授人須向運輸署署長提交或安排提交一份公共停車場布局圖，以供其書面批准，圖中須標示停車位的布局、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及運輸署署長可能要求的其他範圍及空間（以下簡稱「公共停車場布局圖」）。停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間須按照運輸署署長根據本(b)款批准的公共停車場布局圖提供及設置並須全面令運輸署署長滿意。承授人須按照運輸署署長根據本(b)款批准的公共停車場布局圖保養停車位、轉彎圈、停車場樓層或層數的天花板高度、進出通道及迴旋處及公共停車場的其他範圍及空間及如事前未獲運輸署署長及署長書面同意，不可更改其布局。

(c) 除了經運輸署署長書面批准的車輛通道外，公共停車場的停車樓層或層數不得經由任何車輛通道進入或使用。

(d) 公共停車場內的每個停車位都應直接面向車道或足夠的通行空間，以便任何車輛都能無阻礙地駛入或駛出每個停車位或車道或通行空間。

(e) 公共停車場的進出控制點、閘杆及繳費亭位置，以及進出安排，須事先獲運輸署署長書面批准。

(f) 公共停車場的布局的設計須確保沒有車輛需在該地段外排隊或等候進入公共停車場。

(g) 公共停車場內所有停車位須於所有時間開放予公眾作短期停泊持牌車輛，並按小時、日或月收費，或按經運輸署署長書面批准的其他方式收費。承授人須於所有時間允許公眾免費進出及經過該地段或該地段上已建或擬建的任何建築物的該等部分，以進出公共停車場。

(h) 為計算特別條款第(12)(c)條規定的總樓面面積，公共停車場（包括公共停車場內所有停車位、轉彎圈、進出通道及迴旋處及署長全權酌情認為適當的其他範圍及空間）不得計算在內。公共停車場的總樓面面積及何等範圍被指定為公共停車場的一部分，由署長釐定，其決定將作終論並對承授人約束。

(i) 公共停車場內提供的停車位除供停泊根據《道路交通條例》持牌的車輛及電單車外，不得作任何其他用途，其中特別禁止使用公共停車場或其任何部分作存放、陳列或展示車輛作招售等或提供洗車及汽車美容服務。

(j) 公共停車場按本特別條款完成建造時，承授人須開始運作，並在整個批租期內自費持續運作、維持、保養、修理、經營及管理公共停車場及所有構成其一部分或與其有關的部分，而其規模及方式須在所有時間令運輸署署長滿意，並完全符合香港現行或日後任何時間實施有關公眾車輛泊車的所有條例、附例和規例。

(k) 現明確同意、聲明及規定，就向承授人施加本特別條款(g)款下的義務，承授人並無意圖及政府亦不同意其撥出公共停車場或該地段任何部分為公眾提供通行權。

(l) 現明確同意、聲明及規定，承授人在本特別條款(g)款下的義務將不會引起承授人對任何就額外上蓋面積或地積比率(不論是否根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文等)的寬免或權利產生期望，或就其提出申索。為免生疑問，承授人特此免除任何及所有就或為任何根據《建築物(規劃)規例》第22(1)條、其任何修訂或任何替代條文額外上蓋面積或地積比率的寬免或權利的申索。」

24. **停車資訊**

批地文件特別條款第(39)條

「(a) 承授人須：

(i) 自費提交或安排提交一份或多於一份標示在該地段內任何建築物、構築物或樓層空間內、之上或之內提供及設置的設施、裝置和設備（以下簡稱「設施、裝置和設備」）的位置和尺寸的圖則予運輸署署長書面批准，此圖則應包含運輸署署長可能以其絕對酌情權要求或指明的資訊（以下統稱為「停車資訊系統區域」），以便提交與以下各項相關和有關的資訊：

(I) 訪客停車位、非工業停車位、非工業電單車停車位及傷殘人士停車位；及

(II) 根據特別條款第(38)條在公共停車場提供停泊車輛的停車位，

包括但不限於本特別條款(b)款要求的空置停車位的數量及類型等資訊（以下統稱「停車資訊」）。未獲批准前，除本特別條款第(3)條所提及的拆卸工程及地盤平整工程外，不得在地段展開任何建築工程，而就此等條款而言，地盤平整工程按《建築物條例》所定義；

(ii) 於特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費按照本特別條款第(a)(i)款批准的圖則，進行及完成停車資訊系統區域的工程，並全面令運輸署署長滿意；承授人應自費提供並安裝設施、裝置和設備，並在其後於本協議訂定的批租期內，自費維護停車資訊系統區域及設施、裝置和設備，以保持其修繕妥當及狀況良好，以履行承授人在本特別條款第(b)款項下的義務，並全面令運輸署署長滿意；

(iii) 在本批地文件協定批授的整個年期內的所有合理時間，允許運輸署署長、署長、政府、其人員、承辦商、代理、工人和彼等任何一方授權的任何其他人等，不論是否攜帶工具、設備、機器、機械或車輛，可行使不受限制的自由權利，免費通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的建築物，以便檢驗、檢查及監督任何根據本特別條款第(a)(ii)款進行的工程。

(b) 承授人須自運輸署署長決定及書面指定的日期起（其決定為最終並對承授人具約束力），並在整個批租期內的任何時間，自費按運輸署署長不時要求或書面指定的格式及時間及相隔期間（其決定將作終論並對承授人約束），提交或安排提交停車資訊，以全面令運輸署署長滿意。

(c) 承授人特此：
(i) 同意運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等全權酌情處理、使用及複製停車資訊，並以提交或處理後的格式，透過運輸署署長全權酌情認為適當的媒體向任何政府部門或第三方（不論是個人、商號、法人團體、公眾成員或其他組織）披露及傳播，供其搜索、查閱、複製、打印、傳播、利用、分析、研究或其他用途；及
(ii) 承認及確認運輸署署長、政府、其人員、承辦商、代理、工人及彼等任何一方授權的任何其他人等可行使獨有酌情全權，決定是否處理、使用或複製停車資訊，或按本特別條款第(c)(i)款向任何政府部門或第三方披露及傳播停車資訊，不論是以遞交的或經處理的、以任何形式及用任何媒介。
(d) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務，或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府毋須就此承擔任何義務或責任，且承授人不可就此等損失、損害、滋擾或騷擾向政府提出申索賠償。
(e) 如因承授人履行或不履行本特別條款(a)及(b)款所訂的任何義務、承授人有關本特別條款(b)款提交停車資訊的任何遺漏、錯誤、疏忽或違約；或因運輸署署長、署長、政府及彼等的人員、承辦商、代理、工人或彼等任何一方授權的任何其他人等行使本特別條款(a)(iii)及(c)款賦予的酌情權及權利，或因任何政府部門或第三方根據本特別條款(c)款規定搜尋、閱覽、複製、列印、發布、應用、分析、研究停車資訊等，而直接或間接招致或連帶引起任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向政府彌償並保持令其獲得彌償。
(f) 停車資訊系統區域須指定為本特別條款第(36)條所指的公用地方。」

25. **削土**
批地文件特別條款第(42)條
「(a) 如該地段或任何政府土地內現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜或此等批地條款規定承授人執行的任何其他工程或任何其他目的，而進行削土、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，則不論事前是否獲署長書面同意，承授人亦須在當時或嗣後任何時間，按需要自費進行和建造斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、輔助工程或其他工程，以保護及支撐該地段內的土地和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滑土、山泥傾瀉或地陷。承授人須在本批地文件協定的批租年期內時刻自費保養上述土地、斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、或輔助工程或其他工程，以保持其修繕妥當及狀況良好，令署長滿意。
(b) 本特別條款(a)款的規定概不妨害政府在此等批地條款的權利，尤其是本批地文件特別條款第(41)條。
(c) 無論何時，如因承授人進行平整、水準測量、發展事宜或其他工程或因其他事故導致或引起該地段內的任何土地或任何毗連或毗鄰政府土地或已批租土地發生任何滑土、山泥傾瀉或地陷，承授人須自費還原並修葺該處，以令署長滿意，同時須就政府、其代理及承辦商因為或由於此等滑土、山泥傾瀉或地陷而直接或間接招致或蒙受的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序作出彌償，並保持令其獲得彌償。
(d) 除享有本批地文件訂明可就違反任何此等批地條款追討之任何其他權利或補償外，署長另有權向承授人發出書面通知，要求承授人執行、建造和保養上述土地、斜坡處理工程、擋土牆或其他支承結構、防護結構、排水結構、或輔助工程或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如承授人疏忽或未能在通知訂明的期限內以署長滿意的方式執行通知的指示，署長可即時執行及進行任何必要的工程。承授人須在接獲政府要求時償還有關的費用，以及任何行政和專業收費與費用。」

26. **地錨保養**
批地文件特別條款第(44)條
「如於該地段或其任何部分的發展或重建項目已安裝預應力地錨，承授人須自費在預應力地錨的整個使用周期內定期保養和定期監察，以令署長滿意，並且在署長不時全權酌情規定時提交上述監察工程的報告及資料。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，承授人須在接獲要求時償還政府有關的費用。」

27. **建造排水渠及渠道與接駁排水渠及污水渠**
批地文件特別條款第(47)條
「(a) 承授人須按署長視為需要，自費以署長滿意的方式在該地段邊界範圍之內或政府土地上建造和保養排水渠及渠道，以截流和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、渠道或政府雨水渠。如此等暴雨水或雨水造成任何損害或滋擾以致直接或間接招致或引起任何責任、索償、損失、損害、開支、收費、費用、訴求、訴訟及法律程序，承授人必須承擔全責，並須向政府及其人員彌償和保持令其獲得彌償。
(b) 接駁該地段任何排水渠及污水渠至已鋪設和啟用之政府雨水渠及污水管的工程可由署長負責執行。署長毋須就由此引致的任何損失或損害向承授人承擔責任，而承授人接獲要求時須向政府支付此等接駁工程的費用。此外，承授人亦可自費以署長滿意的方式執行上述接駁工程，於該情況下位於政府土地範圍內的上述接駁工程將由承授人自費保養，如接獲要求，承授人須將此等工程段移交政府，日後由政府自費保養，承授人須在接獲要求時向政府繳付上述接駁工程的技術審核費用。如承授人不保養建於政府土地內的上述接駁工程任何部分，署長可執行其視為必要的保養工程，承授人須在接獲要求時支付有關工程的費用。」

28. **食水供應自動讀錶外站**
批地文件特別條款第(48)條
「(a) 承授人須在特別條款第(8)條訂明的日期（或署長批准的其他日期）或之前，自費以水務監督（定義以《水務設施條例》、其任何附屬規例及修訂法例所訂為準）全面滿意的方式，依照本特別條款(b)款所載經批准的自動讀錶外站建議書和《水務設施條例》、其任何附屬規例及修訂法例，在該地段或其任何部分或該處已建或擬建的任何一座或多座建築物上提供和安裝一所或若干食水供應自動讀錶外站，連同水務監督全權酌情規定的其他設施及相關設備(上述一所或若干食水供應自動讀錶外站連同其他設施及相關設備以下統稱「自動讀錶外站」)。
(b) 承授人須自費向水務監督提交或達致他人向水務監督提交關於提供和安裝自動讀錶外站的建議(以下簡稱「自動讀錶外站建議書」)供水務監督書面批准，以全面令水務監督滿意，包含尤其是水務監督全權酌情指定的資料及詳情等，其中包括但不限於：
(i) 顯示自動讀錶外站位置的布局圖；
(ii) 自動讀錶外站建設工程的設計、布局和設備詳情；及
(iii) 現已或將會指定供裝設自動讀錶外站和相關便利檢查及保養的範圍或空間詳情。
(c) 承授人必須待至水務監督根據本特別條款(b)款以書面批准自動讀錶外站建議書，方可在該地段展開工程提供或安裝自動讀錶外站。依照本特別條款(b)款批准的自動讀錶外站建議書安裝的自動讀錶外站以下簡稱「經批准的自動讀錶外站」。
(d) 承授人須自費以水務監督全面滿意的方式運作、保養和修理經批准的自動讀錶外站，以保持其修繕妥當及運作良好，直至經批准的自動讀錶外站依照本特別條款 (g)款規定移交水務監督為止。
(e) 裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部，不可興建或放置任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站的任何性質構築物、物件或物料。如水務監督認為(其意見將作終論並對承授人約束)裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間之上、跨越該處、上方、之下、下方或內部有任何可能妨礙或干擾檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換或重置經批准的自動讀錶外站的構築物、物件或物料，水務監督有權向承授人發出書面通知，要求承授人在通知列明的期限內，自費以水務監督全面滿意的方式拆卸或拆除此等構築物、物件或物料，並且還原裝設經批准的自動讀錶外站和相關便利檢查及保養的範圍或空間。
(f) 如承授人不履行本特別條款(a)、(d)或(e)款訂明的義務，水務監督可執行必要的工程，費用由承授人支付。承授人須在接獲要求時向水務監督支付相等於工程費用的款項，金額由水務監督釐定，其決定將作終論並對承授人約束。
(g) 承授人應在接獲要求時，在水務監督書面指定的日期將上述規定提供的經批准的自動讀錶外站或當中任何一項交付水務監督，而於任何情況下經批准的自動讀錶外站或當中任何一項亦會被視為已在署長發函表示此等批地條款已以其滿意的方式履行的當日交付水務監督。
(h) 於本批地文件協定批授的整個年期內，承授人時刻均須允許水務監督、其人員、承辦商、代理及彼等的工人和水務監督正式授權的其他人等，不論攜帶工具、設備、機器、機械或車輛與否，行使不受限制的自由權利通行、進出、往返及行經該地段或其任何部分以及該地段任何已建或擬建的一座或多座建築物，以便：
(i) 檢驗、檢查和監督承授人遵照本特別條款(a)、(d)及(e)款所須執行的任何工程；
(ii) 執行本特別條款(f)款訂明的任何工程；及
(iii) 在經批准的自動讀錶外站或當中任何一項按照本特別條款(g)款交付水務監督後，檢驗、檢查、運作、保養、修理、更新、拆卸、拆除、更換和重置經批准的自動讀錶外站或當中任何一項，並且執行水務監督視為需要的其他工程。
(i) 如因承授人履行本特別條款(a)、(d)及(e)款所訂義務或因行使本特別條款(f)及(h)款所訂權利等而使承授人或任何其他人士招致或連帶蒙受任何損失、損害、滋擾或騷擾，政府、水務監督、其人員、承辦商、代理或彼等的工人和水務監督正式授權的其他人等毋須就此承擔責任，承授人不可就任何此等損失、損害、滋擾或騷擾向彼等任何一方提出申索賠償。
(j) 如因提供、安裝、運作、保養和修理經批准的自動讀錶外站或行使本特別條款(f)及(h)款所訂任何權利而直接或間接令政府、水務監督、其人員、承辦商、代理、工人和水務監督正式授權的其他人等招致或蒙受任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序，承授人須向彼等彌償並保持令其獲得彌償。」

29. **排污影響評估**

批地文件特別條款第(49)條

「(a) 承授人須在本協議訂立日起的12個曆月(或署長批准的其他延長期限)內，自費向環境保護署署長提交或安排提交一份排污影響評估 (下稱「排污影響評估」) 以供其書面審批，在所有方面使環境保護署署長滿意，內容須載有 (除其他事項外)環境保護署署長要求的資料和詳情，包括但不限於該地段發展工程可能引致的所有不良排污影響，以及建議實施的緩解措施、改善工程和其他措施與工程。

(b) 承授人須自費在環境保護署署長指定的期限內，以環境保護署署長全面滿意的方式，實施經環境保護署署長批准的排污影響評估所載的建議措施。

(c) 排污影響評估的技術方面須由香港工程師學會會員以土木工程為專業學科或特許土木工程師負責。

(d) 在環境保護署署長對排污影響評估作出書面批准前，不得在該地段或其任何部分展開建築工程(土地勘測、地盤平整工程及拆卸工程除外)。就此等條款而言，「土地勘測」按《建築物條例》所定義。

(e) 為免存疑及在不損害批地文件一般條款第2、3及4條的一般性的原則下，承授人特此承認及同意承授人須獨自負責自費實施經環境保護署署長批准的排污影響評估所載的建議措施，以令環境保護署署長全面滿意。政府及其人員毋須就承授人履行本特別條款的義務所引起或附帶引起對承授人造成或使之蒙受的任何代價、損失或損害承擔任何責任、義務或負債，而且承授人不得就任何該等代價、損失或損害向政府或其人員提出任何形式的索償。」

30. **噪音影響評估**

批地文件特別條款第(50)條

「(a) 承授人須在本協議訂立日起的12個曆月(或署長批准的其他延長期限)內，自費向署長提交或安排提交一份噪音影響評估 (下稱「噪音影響評估」) 予署長，以供其作書面審批，在所有方面使署長滿意。噪音影響評估須載有(除其他事項外) 署長要求的資料，包括但不限於所有因發展該地段可能產生的不利的噪音影響和採取適當的噪音緩解措施 (以下統稱為「噪音緩解措施」) 的建議。

(b) 承授人須自費在署長指定的期限內進行與實施署長批准的噪音影響評估內所建議的噪音緩解措施(下稱「經批准噪音緩解措施」)，並全面使署長滿意。

(c) 在噪音影響評估獲署長書面批准前，不得在該地段或其任何部分展開任何建築工程(土地勘測、地盤平整工程及拆卸工程除外)。

(d) 為免存疑及在不損害批地文件一般條款第2、3及4條的一般性的原則下，承授人特此承認及同意承授人須獨自負責自費實施經批准噪音緩解措施，以令署長全面滿意。政府及其人員毋須就承授人履行本特別條款的義務所引起或附帶引起對承授人造成或使之蒙受的任何代價、損失或損害承擔任何責任、義務或負債，而且承授人不得就任何該等代價、損失或損害向政府或其人員提出任何形式的索償。」

31. **隔音屏障**

批地文件特別條款第(51)條

「倘若經批准噪音緩解措施中包括在該地段上建立或建造伸展超出該地段的邊界而達到任何毗連政府土地上方及之上的隔音屏障 (下稱「隔音屏障」)，以下條件適用：

(a) 承授人須按建築事務監督批准的圖則自費設計、建立及建造隔音屏障，及在一切方面遵循《建築物條例》；

(b) 不得在毗連該地段的任何政府土地之上、上面或之下為隔音屏障建立地基或支撐物；

(c) 未經署長的事先書面批准，不得在隔音屏障或其任何部分之處或之上作出任何更改、增建、更換或附加裝置；

(d) 承授人須在所有時候自費維護、保養及維修隔音屏障或 (如獲署長批准) 任何替代物，使其保持良好及修繕妥當的狀態，在一切方面使署長滿意。如因按本特別條款(d)款進行任何工程需要實施臨時交通封路或改道，開展工程前必須就臨時交通安排獲得運輸署署長的書面同意；

(e) 隔音屏障不得用作隔音屏障以外的任何其他用途。未經署長的事先書面同意，承授人不得使用或容許或允許他人使用隔音屏障或其任何部分張貼廣告或展示任何招牌、告示或海報；

(f) 經署長事先書面批准，承授人、其承辦商、工人或任何獲承授人授權的人士可獲准不論是否備有工具、設備、機械、機器或車輛進入毗連該地段的政府土地，以按照本特別條款搭建、建造、檢查、維修、保養、清潔、翻新和更換伸越至該政府土地上之隔音屏障部分；

(g) 政府毋須就不論是否因本特別條款第(f)款提及的進入及進行工程引起或附帶引起的對承授人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或干擾承擔任何義務或責任，而且不得就任何該等損失、損害、滋擾或干擾向政府提出任何形式的索償；

(h) 承授人須在所有時候採取必要的預防措施，避免因隔音屏障的搭建、建造、維修、保養、更改、更新、更換、使用、拆卸或移除而對任何毗連該地段之政府土地及隔音屏障或進入或使用毗連該地段的政府土地及隔音屏障之任何人士或車輛造成任何損害或損傷；

(i) 署長有權在任何時候以絕對酌情權決定向承授人發出書面通知，要求承授人在收到該書面通知後及在書面通知日起的6個曆月內拆卸與移除伸展至政府土地的隔音屏障之部分，並不能設置任何替代物。承授人須在上述書面通知指定的期限內自費拆卸與移除上述隔音屏障之部分，以全面使署長滿意；

(j) 倘若承授人未能履行本特別條款下的責任，署長可進行所需工程及承授人須應要求向署長支付相等於該等工程費用的金額，該金額由署長決定，署長的決定所將作終論，並對承授人約束；

(k) 承授人須在批租年期所有時候允許署長、其人員、承辦商、代理、工人及任何署長授權的人士不論是否備有工具、設備、機械、機器或車輛，毋須付費有權自由和不受限制地通行、進出、往返及行經該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物，以視察、檢查和監督按本特別條款第(a)、(d)及(i)款規定進行的任何工程及進行本特別條款第(j)款的任何工程或任何署長認為必要的任何其他工程；

(l) 政府及署長毋須就承授人因履行本特別條款的義務、署長行使本特別條款第(k)款進入的權利或按本特別條款第(j)款進行任何工程所引起或附帶引起對承授人或任何其他人士造成或使之蒙受的任何損失、損害、滋擾或干擾承擔任何責任，而且承授人不得就任何該等損失、損害、滋擾或干擾向政府或署長或其授權人員提出任何形式的索償；

(m) 承授人須就隔音屏障的搭建、建造、存在、維修、保養、更改、更新、更換、使用、拆卸或移除或與本特別條款(j)款有關的工程所直接或間接地引起或與之相關的一切不論任何性質的責任、損失、損害、索償、費用、開支、收費、申索、訴訟或法律程序，向政府、署長、其人員、承辦商、代理、工人及任何署長授權的人士作出彌償，並保持令其獲得彌償。」

F. 對買方造成負擔的租用條件

32. **承授人的彌償責任**

批地文件一般條款第4條

「承授人須就任何違反此等條款或地政總署署長（下稱「署長」，而其決定所將作終論，並對承授人約束）認為任何因承授人使用該地段或發展或重建任何該地段或其部分或在該地段上進行的任何活動或在該地段上進行的任何其他工程而引致毗鄰或毗連土地或該地段損壞或土壤或地下水污染（不論該等使用、發展或重建、活動或工程是否符合或違反此等條款）直接或間接引起或附帶引起或與之相關的所有責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府作出彌償及保持令其獲得彌償。」

33. **收回權**

批地文件一般條款第10條

「(a) 倘若承授人未能或疏忽執行、遵守或遵從任何此等條款，政府有權收回與接管該地段或其任何部分和在該地段上已建或擬建的所有或任何建築物、構築物及工程或其任何部分，本協議和承授人在本協議的權利將完全終止及結束(如收回僅涉及部分區域，則指該部分區域)，但不影響政府對任何違反、不遵守或不履行本協議條文及條款下的權利、補償及索償。

(b) 倘若承授人違反、不遵守或不履行本協議條文及條款導致政府收回土地，承授人無權要求退還其已付的地價或其中任何部分或任何付款或補償，不論是該土地或在該土地上已建或擬建的任何建築物的價值或承授人在籌備、平整或發展該地段或其任何部分的任何已花費的金額。」

34. **就現存建築物及構築物、伸延構築物及現存公用服務設施向政府作出彌償**

批地文件特別條款第(3)條

「(a) 承授人確認於本協議訂立日，該地段設有某些建築物及構築物（此等建築物及構築物以下統稱「現存建築物及構築物」），部分侵佔、伸延和凸出至毗鄰的政府土地（該等侵佔、伸延和凸出至毗鄰政府土地的現存建築物及構築物部分以下統稱「伸延構築物」）。承授人須在本批地文件特別條款第(8)條列明的日期或之前，自費以署長全面滿意的方式拆卸及移除現存建築物及構築物和伸延構築物。如因現存建築物及構築物和伸延構築物的使用、存在或其後進行拆卸及移除而直接或間接令承授人招致或蒙受任何損失、損害、滋擾或干擾，政府概不承擔任何義務或責任，而承授人須就現存建築物及構築物和伸延構築物的使用、存在或其後進行拆卸及移除而直接或間接引起的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償並保持令其獲得彌償。

(b) 承授人確認於本協議訂立日，該地段及特別條款第(4)(a)(i)(l)條所指的綠色範圍之上、跨越該處、之下、其上或之內有某些現存公用服務設施（上述公用服務設施以下簡稱「現存公用服務設施」），並承諾於本批地文件特別條款第(8)條列明的日期或之前，自費以署長全面滿意的方式將現存公用服務設施移除、重鋪和改道。在所有現存公用服務設施以署長滿意的方式移除、重鋪和改道之前，承授人須允許政府及政府授權的公用事業公司於所有合理時間按其所需行使權利通行、進出、往返及行經該地段，以執行現存公用服務設施的保養、移除、重鋪和改道。如因現存公用服務設施的使用、存在、保養或其後拆除、移除和改道或因政府及上述公用事業公司行使本(b)款所訂權利等直接或間接令承授人招致或蒙受任何損失、損害、滋擾或干擾，政府概不就此承擔任何義務或責任，而承授人

須就現存公用服務設施的使用、存在、保養或其後移除、重鋪和改道而直接或間接引起的所有責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償並保持令其獲得彌償。

(c) 為免存疑，現存建築物及構築物、伸延構築物和現存公用服務設施的存在以及該地段是以受限於現存上述物件的原則批出，概不於任何方面寬免或解除、撤銷、減免或更改此等批地條款訂明承授人應有的義務，亦不影響或妨礙此等批地條款訂明政府可因應承授人違反、不遵守、不履行或不執行此等批地條款所訂義務而行使的權利及補償。」

35. **保育樹木**

批地文件特別條款第(10)條

「未經署長事先書面同意，不得移除或干擾該地段或毗連範圍內生長的樹木。署長在發出同意時，可對於樹木移植、補償性景觀美化或重植，施加他認為合適的條件。」

36. **園境美化**

批地文件特別條款第(11)條

「承授人須自費在該地段及平台（如有）無建築物的部分進行園景美化和種植樹木及灌叢，其　後並須保養及保持此等環境安全、清潔、整齊、井然和健康，以令署長滿意。」

37. **提供售樓處及示範單位**

批地文件特別條款第(19)條

「儘管有本批地文件特別條款第(12)(c)條允許之最大樓面總面積，承授人仍可在該地段任何一個或多個部分興建獨立的臨時構築物，作為售樓處和示範單位以及進行相關的市場推廣活動，以促銷依照此等批地條款規定已建或擬建於該地段的一座或多座建築物或其任何一個或多個部分，但售樓處和示範單位以及相關市場推廣活動的規模及期限須預先向署長申請書面批准。」

38. **車輛通道**

批地文件特別條款第(28)條

「除透過本文所夾附圖則顯示並標明的Z點往來X點與Y點之間或署長書面批准的其他地點外，承授人無權進出或往返該地段作車輛通道。如該地段進行發展或重建，署長可能准許在該地段指定位置興建臨時出入通道以供建築車輛駛入，但署長批准時可附加條件。發展或重建工程完竣後，承授人須自費於署長指定的期限內，以署長全面滿意的方式還原建有臨時出入通道的一個或多個地方。」

39. **土地後移**

批地文件特別條款第(41)條

「除非事前獲署長書面同意，而署長給予同意時可全權酌情附加其視為恰當的任何條款與條件，包括收取署長指定的地價後額外批出政府土地作為該地段的增批地段，承授人不得在毗鄰或毗連該地段的任何政府土地進行削土、移土或土地後移工程，或在任何政府土地進行建造、填土工程或任何性質的斜坡處理工程。」

40. **禁止碎石**

批地文件特別條款第(43)條

「如事前未獲署長書面批准，不可在該地段使用碎石機。」

41. **廢土或廢料**

批地文件特別條款第(45)條

「(a) 如有來自該地段或任何受該地段發展工程影響的其他地方之泥土、廢土、廢料、建築廢物或建造物料（以下簡稱「廢物」）堆積腐爛、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘或海床、污水管、雨水渠或明渠或其他政府產業（以下簡稱「政府產業」），承授人必須自費清理廢物並修復政府產業蒙受的任何損害。承授人應就此等堆積腐爛、沖下或傾倒廢物不論直接或間接導致或引致私人財產受損或滋擾引起的任何責任、索償、損失、損害、開支、收費、費用、申索、訴訟及法律程序向政府彌償，並保持令其獲得彌償。

(b) 儘管有本特別條款(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產業的廢物和修復任何損害。承授人須在政府要求時支付相關的費用。」

42. **對設施的損壞**

批地文件特別條款第(46)條

「承授人時刻須採取或達致他人採取所有妥善及足夠的護理、工藝和預防措施，尤其是在任何建造、保養、更新或修理工程（以下簡稱「工程」）施工期間，藉以避免損壞、干擾或阻塞位於該地段或其任何部分、綠色範圍、該地段或其任何部分與綠色範圍兩者或該處之內、其上、跨越該處、其下鋪設或毗鄰該處的任何政府或其他現有排水渠、水道或渠道、總喉、道路、行人道、街道傢俬、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「服務設施」）。承授人執行任何此等工程之前，必須按需進行或達致進行妥當的調查和查詢，以核實服務設施的現況及水平位置，並須以書面向署長提交處理任何可能受工程影響的服務設施之建議書以待全面審批。直至署長以書面批准工程及上述建議書為止，承授人不得展開任何工程。此外，承授人須遵從和自費履行署長給予上述批准時就服務設施制訂的規定，包括作出任何必要的改道、重鋪或還原工程的費用。承授人須自費以署長全面滿意的方式修理、修復及還原工程（明渠、污水管、雨水渠或總喉例外，除因非署長另作決定，否則此等渠道應由署長修復，而承授人須在要求時向政府支付有關工程的費用）所導致或引起該地段、綠色範圍、該地段或其任何部分與綠色範圍兩者或任何服務設施蒙受的任何損害、干擾或阻塞。如承授人沒有在該地段或其任何部分、綠色範圍、該地段或其任何部分與綠色範圍兩者或任何服務設施執行此等必要的改道、重鋪、修理、修復或還原工程以令署長滿意，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，承授人須在要求時向政府支付有關工程的費用。」

43. **淨化海港計劃污水隧道保護區及外圍保護區**

批地文件特別條款第(52)條

「(a) 承授人確認目前在該地段下面、之下、之內已建並運作一條污水隧道，在批地文件夾附的圖則上在兩條虛線中間顯示及註明「SEWAGE　TUNNEL」(以下稱為「污水隧道」)　和淨化海港計劃污水隧道保護區，在批地文件夾附的圖則上在兩條虛線中間顯示與註明「HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROPTECTION AREA」　和淨化海港計劃污水隧道外圍保護區，在批地文件夾附的圖則上的在虛線的北面顯示與註明「HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL OUTER PROPTECTION AREA」。現保留予政府、其人員、代理、承辦商、工人及政府授權的其他人士在所有時間、帶同或不帶同工具、設備、機械、機器或車輛自由及不受限制地通行、進出、往返及行經該地段或其部分，以運作、檢查、保養、維修、翻新及重建污水隧道和進行署長可能要求或授權的任何其他工程。政府、其人員、代理、承辦商、工人或政府授權的其他人士就他們行使本特別條款賦予的權利或上述運作、檢查、保養、維修、翻新及重建污水隧道和署長要求或授權的其他任何工程引起或附帶引起承授人或任何其他人蒙受的任何損失、損害、滋擾或干擾，毋須承擔任何責任，承授人亦不能就上述任何損失、損害、滋擾或干擾要求補償或其他賠償。

(b) 在不影響特別條款第(46)條的前提下，承授人須在所有時間，特別是在進行工程期間自費採取或促使他人採取一切適當及充分的謹慎、技術及預防措施，避免對污水隧道造成任何損壞、干擾或阻礙。承授人在進行任何工程之前必須提交如何保護污水隧道以免受工程造成任何損壞的書面建議給署長全面批准。在署長就該工程及上述建議發出書面批准之前，承授人不能進行任何該等工程。承授人必須自費遵守署長授予上述批准時可能施加有關污水隧道的任何要求。」

44. **不得設置墳墓或骨灰龕**

批地文件特別條款第(55)條

「不得在該地段上豎立或建造墳墓或骨灰龕，亦不得在該地段內或其上不論以陶罐、骨灰甕或其他形式安葬或存放任何人類骸骨或動物骸骨。」

45. **行人天橋支座及接駁**

批地文件特別條款第(57)條

「(a) 承授人可自費並在一切方面令署長滿意下，在批地文件夾附並標記為「圖則A」的圖則上（下稱「圖則A」）所示及標記為「P1」及「P2」的兩點之間的該地段內，或在署長可能批准的其他地點及位置，搭建、建造及提供結構支撐物和連接物　(下稱「行人天橋支撐物及連接物」)，以接駁、承接及支撐將來可能在該地段以北的政府土地上約於圖則A上以棕色邊線標示及標記為「擬建行人天橋」的位置，或在署長可能批准的其他位置建造的行人天橋(下稱「擬建行人天橋」)。

(b) (i) 現保留予政府、其承租人、租戶和政府授權建造擬建行人天橋的人士，將擬建行人天橋連接至行人天橋支撐物及連接物而毋須付費的權利。

(ii) 現保留予政府、其承租人、租戶、政府授權建造擬建行人天橋的人士、擬建行人天橋當時的業主、以及其各自的人員、承辦商、代理、工人及其各自授權的任何其他人士在所有合理時間及給予事先通知後，不論是否備有工具、設備、機械、機器或車輛，毋須付費有權暫時佔用及自由和不受限制地通行、進出、往返及行經該地段或其任何部分及已建或擬建於其上的一幢或多幢建築物或其任何部分，以建造、檢查、管理、保養、維修及翻新擬建行人天橋，以及將擬建行人天橋接駁至行人天橋支撐物及連接物的權利。

(c) 政府、其人員、代理、承辦商、工人或其他獲授權的人士，對於因行使本特別條款(a) 及 (b) 款所授予的權利及建造擬建行人天橋與否直接或間接不論如何引起或與之有關或附帶導致承授人或任何其他人蒙受的任何損失、損害、滋擾或干擾，概毋須承擔義務或責任。承授人不得就任何該等損失、損害、滋擾或干擾向政府、其人員、代理、承辦商、工人或其他獲授權的人士提出任何申索。

(d) 承授人在此確認及同意，政府絕不表示或保證擬建行人天橋將會建造或若於日後拆卸後會重建，而若擬建行人天橋或其任何部分未有建造或於拆卸後未有重建，政府對於因此而直接或間接不論如何引起或與之有關或附帶導致承授人或任何其他人蒙受的任何損失、損害、滋擾或干擾，概毋須承擔義務或責任。承授人不得就任何該等損失、損害、滋擾或干擾向政府提出任何申索。

(e) 承授人須就任何承授人、其人員、工人及承辦商就行人天橋支撐物及連接物的建造、改動、維修、保養及管理所作或忽略作出的任何事情直接或間接引起或附帶引起或與之相關的所有責任、索償、損失、損害、開支、收費、費用、要求、申索及法律程序向政府、其人員、代理、承辦商、工人或其他獲授權的人士作出彌償，並保持令其獲得彌償。

(f) 為免生疑問，就計算本批地文件特別條款第(12)(c)(i)、(12)(c)(ii)及(12)(c)(iii)條所訂明的總樓面面積而言，行人天橋支撐物及連接物須計算在內。」

46. **另見上文E部第13、14、19、20（不包括批地文件特別條款第(31)條）、22、24、25、26及27段。**

註：

1. 批地文件中所稱的「承授人」指該批地文件下的承授人，且根據文意亦包括其繼承人及受讓人。
2. 批地文件中所稱的「署長」指地政總署署長。
3. 詳情請參閱批地文件，批地文件副本可於售樓處開放時間內免費查閱。

A. The lot number of the land on which the Phase is situated:

1. The Phase is constructed or to be constructed on Kowloon Inland Lot No.11279 ("**the lot**").

B. The term of years under the lease:

2. The lot is held under Conditions of Grant No.20389 (as varied or modified by a Modification Letter dated 7 July 2025 and registered in the Land Registry by Memorial No.25071400690023) ("**the Government Grant**") for a term of 50 years commencing from 3 December 2021.

C. The user restrictions applicable to that land:

3. User

Special Condition No. (9) of the Government Grant

"(a) Subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or buildings erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.

(b) Any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than the following:

(i) in respect of the lowest three floors, for non-industrial (excluding godown, hotel and petrol filling station) purposes provided that for the avoidance of doubt, a basement level (if erected), irrespective of the size or floor area of such level, shall be counted as a floor for the purpose of this Special Condition and that the use of any basement level shall be further restricted as provided in sub-clause (b)(iii) of this Special Condition;

(ii) in respect of the remaining floors (excluding any basement level or basement levels (if erected) above the lowest three floors in the event that there are more than three basement levels), for private residential purposes; and

(iii) in respect of any basement level (if erected), whether being one of the lowest three floors or a basement level above the lowest three floors, for non-industrial (excluding residential, godown, hotel and petrol filling station) purposes.

(c) Any floor to be used solely for accommodating the parking, loading and unloading spaces and the Public Vehicle Park to be provided in accordance with Special Conditions Nos. (29), (30) and (38) hereof or plant room or both shall not be counted as one of the floors referred to in sub-clause (b) of this Special Condition. The determination by the Director as to whether the use to which a floor is to be put is a use for the purposes permitted under this sub-clause shall be final and binding on the Grantee.

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

4. No grave or columbarium

Special Condition No. (55) of the Government Grant

"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."

D. Facilities that are required to be constructed and provided for the Government, or for public use:

5. Private streets, roads and lanes

General Condition No. 8 of the Government Grant

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

6. Green Area

Special Condition No. (4) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period 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 those portions of future public roads shown coloured green on the plan annexed hereto (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 Structures")

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

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and

(iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and 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 shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance."

Special Condition No. (5) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area together with the Structures 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 allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

Special Condition No. (6) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

Special Condition No. (7) of the Government Grant

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

(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring 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; and

(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

(b) The Government 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, its officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

7. Reserved Area

Special Condition No. (14) of the Government Grant

"(a) There shall be excepted and reserved to the Government the stratum of land and airspace within the area shown coloured pink hatched black on the plan annexed hereto between the levels of 1.7 metres above the Hong Kong Principal Datum and 11.1 metres above the Hong Kong Principal Datum (which stratum of land and airspace are hereinafter collectively referred to as "the Reserved Area").

(b) The Grantee shall have no right of or title to the ownership, possession or use of the Reserved Area except as provided in Special Conditions Nos. (15), (16) and (17) hereof and no building or structure unless otherwise provided for in these Conditions shall be erected or constructed within the Reserved Area.

(c) The Grantee shall have no right to object to or make any claim for compensation whatsoever against the Government whether under any enactment or otherwise in respect of the rights reserved under sub-clause (a) of this Special Condition or for any loss, damage, nuisance, annoyance or detriment of any kind whatsoever in respect of or as a consequence of the use of the Reserved Area as the future public roads referred to in Special Condition No. (15) hereof."

Special Condition No. (15) of the Government Grant

"(a) The Grantee shall:

(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period 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 those portions of future public roads within the Reserved Area; and

(II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Reserved Area Structures") so that vehicular and pedestrian traffic may be carried on the Reserved Area;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Reserved Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and

(iii) maintain at his own expense the Reserved Area together with the Reserved 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 whole of the Reserved Area has been delivered in accordance with Special Condition No. (16) hereof.

(b) In the event of the non-fulfilment or breach of the Grantee's obligations under sub-clause (a) of this Special Condition (including any neglect or failure by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (c) of this Special Condition within the period specified therein), the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(c) The Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by 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 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, the Director, their officers, agents, contractors, workmen and any other persons authorized by them under sub-clause (b) of this Special Condition or otherwise, 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."

Special Condition No. (16) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (15) hereof, the Grantee shall on the date of this Agreement be granted possession of the Reserved Area. The Reserved Area (or any part or parts thereof as the Director shall at his sole discretion specify or require) together with the Reserved Area Structures shall be re-delivered to the Government on demand at any time or times and in any event the Reserved Area together with the Reserved Area Structures 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 upon the fulfilment of the Grantee's obligations under Special Condition No. (15)(a) hereof and prior to the re-delivery of possession of the whole of the Reserved Area allow free access over and along the Reserved Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (15) hereof or otherwise."

Special Condition No. (17) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Reserved 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. (15) hereof."

Special Condition No. (18) of the Government Grant

"(a) The Grantee shall at all reasonable times prior to the re-delivery of possession of the whole of the Reserved Area:

(i) permit the Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot and the Reserved Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (15)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (15)(b) hereof and any other works which the Director may consider necessary in the Reserved Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Reserved Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Reserved Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and 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 Reserved Area; and

(iii) permit the officers of the Water Authority, the Drainage Authority and such persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Reserved Area as the officers of the Water Authority, the Drainage 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 or drainage installations within the Reserved Area.

(b) The Government, the Director, their officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director, their officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

For the purpose of Special Conditions Nos. (14), (15), (16), (17) and (18) hereof only, the expression "Grantee" shall exclude his successors and assigns."

8. Public Vehicle Park

Special Condition No. (38) of the Government Grant

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition No. (29) (as may be varied under Special Condition No. (31) hereof) and Special Condition No. (30) hereof, the Grantee shall on or before the date specified under Special Condition No. (8) hereof (or such other date as may be approved by the C for T and the Director), at his own expense in all respects to the satisfaction of the C for T and in accordance with these Conditions and the PVP Layout Plan as defined and approved under sub-clause (b) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(i) erect and construct and thereafter provide and maintain within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park"); and

(ii) provide within the Public Vehicle Park:

(I) 100 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(II) 20 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

(b) The Grantee shall submit or cause to be submitted to the C for T for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access and circulation areas and any other areas and spaces as may be required by the C for T (hereinafter referred to as "the PVP Layout Plan"). The parking spaces, turning cir-cles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the PVP Layout Plan approved by the C for T under this sub-clause (b) and in all respects to the satisfaction of the C for T. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the PVP Layout Plan approved by the C for T under this sub-clause (b) and shall not alter the layout except with the prior written consent of the C for T and the Director.

(c) No parking floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the C for T.

(d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation space so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation space without obstruction.

(e) The positions of the ingress and egress control points, drop gate and pay booth and the access arrangement of the Public Vehicle Park shall be subject to the prior written approval of the C for T.

(f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

(g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short-term parking of licensed motor vehicles on hourly, daily or monthly basis or on such other basis as may be approved in writing by the C for T. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park.

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas or spaces as the Director may in his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park and which area or areas shall be designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purposes other than for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) Upon completion of the Public Vehicle Park in compliance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted, continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the C for T and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong.

(k) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts of the lot to the public for the right of passage.

(l) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt, the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

9. Parking Information

Special Condition No. (39) of the Government Grant

"(a) The Grantee shall:

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:

(I) the Visitors' Parking Spaces, the Non-Industrial Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces and the Parking Spaces for Disabled Persons; and

(II) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (38) hereof,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinaftercollectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the removal works referred to in Special Condition No. (3) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T;

(iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

(i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise by such government department or third party; and

(ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (36) hereof."

10. Restriction on alienation of the Public Vehicle Park

Special Condition No. (40) of the Government Grant

"Notwithstanding that these Conditions shall have been observed and complied with to the satisfaction of the Director, the Grantee shall not, throughout the term hereby agreed to be granted, assign, mortgage, charge, underlet, part with the possession of or otherwise dispose of the Public Vehicle Park or any part or parts thereof or enter into agreement so to do except as a whole provided that the Grantee may underlet the parking spaces in the Public Vehicle Park subject to the conditions as stipulated in Special Conditions Nos. (38)(g) and (38)(i) hereof provided that such underletting shall not commence until after the issue by the Building Authority of an occupation permit or a temporary occupation permit under the Buildings Ordinance, covering the parking spaces within the Public Vehicle Park or part or parts thereof, to which such underletting relates."

11. Construction of drains and channels & Connecting drains and sewers

Special Condition No. (47) of the Government Grant

"(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 and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

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

12. Automatic meter reading for fresh water supplies

Special Condition No. (48) of the Government Grant

"(a) The Grantee shall on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:

(i) a layout plan showing the locations of the AMR Outstations;

(ii) details of the design, layout and equipment for building up the AMR Outstations; and

(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee, there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove such structures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

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

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:
  (i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;
  (ii) carrying out any works under sub-clause (f) of this Special Condition; and
  (iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, their officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority 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 any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, their officers, contractors, agents, workmen and other persons duly authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition."

E. The grantee's obligations to lay, form or landscape any areas, or to construct or maintain any structures or facilities, within or outside that land:

13. Maintenance

General Condition No. 6 of the Government Grant

"(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) of this General Condition) in accordance with these Conditions:
  (i) maintain all buildings in accordance with any approved building plans without variation or modification thereto;
  (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."

14. Green Area

Special Condition No. (4) of the Government Grant

"(a) The Grantee shall:
  (i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period 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 those portions of future public roads shown coloured green on the plan annexed hereto (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 collec-tively referred to as "the Structures")

  so that building, vehicular and pedestrian traffic may be carried on the Green Area;
  (ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
  (iii) maintain at his own expense the Green Area together with the Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area has been delivered in accordance with Special Condition No. (5) hereof.

(b) In the event of the non-fulfilment of the Grantee's obligations under sub-clause (a) of this Special Condition within the prescribed period stated therein, the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and 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 shall be made against the Government or the Director or his authorized officer by the Grantee in respect of any such loss, damage, nuisance or disturbance."

Special Condition No. (5) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (4) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area together with the Structures 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 allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (4) hereof or otherwise."

Special Condition No. (6) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in Special Condition No. (4) hereof."

Special Condition No. (7) of the Government Grant

" (a) The Grantee shall at all reasonable times while he is in the possession of the Green Area:
(i) permit the Director, his officers, contractors and any other persons authorized by him, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (4)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (4)(b) hereof and any other works which the Director may consider necessary in the Green Area;
(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring 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; and
(iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

(b) The Government 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, its officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition."

15. Building covenant

Special Condition No. (8) of the Government Grant

"The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of December, 2027."

16. Landscaping

Special Condition No. (11) of the Government Grant

"The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."

17. Greenery Area

Special Condition No. (13) of the Government Grant

"(c) (i) The Grantee shall at his own expense submit to the D of B for his written approval a plan indicating such portion or portions of the lot or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as "the Greenery Area"), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as "the Greenery Submission"). The decision of the D of B as to what constitutes the provision of greening under the Greenery Submission and which portion or portions of the lot or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. The aforesaid submission as approved by the D of B is hereinafter referred to as "the Approved Greenery Submission". For the purpose of these Conditions, "building works" shall be as defined in the Buildings Ordinance.

(ii) The Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the Approved Greenery Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation, alteration, modification or substitution of the Approved Greenery Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B.

(iii) Except with the prior written approval of the D of B, the Greenery Area as shown in the Approved Greenery Submission shall be designated as and form part of the Common Areas referred to in Special Condition No. (26)(a)(v) hereof, and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the Approved Greenery Submission."

18. Reserved Area

Special Condition No. (14) of the Government Grant

"(a) There shall be excepted and reserved to the Government the stratum of land and airspace within the area shown coloured pink hatched black on the plan annexed hereto between the levels of 1.7 metres above the Hong Kong Principal Datum and 11.1 metres above the Hong Kong Principal Datum (which stratum of land and airspace are hereinafter collectively referred to as "the Reserved Area").

(b) The Grantee shall have no right of or title to the ownership, possession or use of the Reserved Area except as provided in Special Conditions Nos. (15), (16) and (17) hereof and no building or structure unless otherwise provided for in these Conditions shall be erected or constructed within the Reserved Area.

(c) The Grantee shall have no right to object to or make any claim for compensation whatsoever against the Government whether under any enactment or otherwise in respect of the rights reserved under sub-clause (a) of this Special Condition or for any loss, damage, nuisance, annoyance or detriment of any kind whatsoever in respect of or as a consequence of the use of the Reserved Area as the future public roads referred to in Special Condition No. (15) hereof."

Special Condition No. (15) of the Government Grant

"(a) The Grantee shall:
(i) on or before the date specified in Special Condition No. (8) hereof (or such other extended period 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 those portions of future public roads within the Reserved Area; and
(II) provide and construct such culverts, pavements, sewers, drains, water mains or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Reserved Area Structures") so that vehicular and pedestrian traffic may be carried on the Reserved Area;
(ii) on or before the date specified in Special Condition No. (8) hereof (or such other extended period as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Reserved Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, services, street lights, traffic signs, street furniture, road markings and plant as the Director may require; and
(iii) maintain at his own expense the Reserved Area together with the Reserved 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 whole of the Reserved Area has been delivered in accordance with Special Condition No. (16) hereof.

(b) In the event of the non-fulfilment or breach of the Grantee's obligations under sub-clause (a) of this Special Condition (including any neglect or failure by the Grantee to perform, observe or comply with the notice served upon him under sub-clause (c) of this Special Condition within the period specified therein), the Government may carry out the necessary works at the cost of the Grantee who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee.

(c) The Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by 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 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, the Director, their officers, agents, contractors, workmen and any other persons authorized by them under sub-clause (b) of this Special Condition or otherwise, 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."

Special Condition No. (16) of the Government Grant

"For the purpose only of carrying out the necessary works specified in Special Condition No. (15) hereof, the Grantee shall on the date of this Agreement be granted possession of the Reserved Area. The Reserved Area (or any part or parts thereof as the Director shall at his sole discretion specify or require) together with the Reserved Area Structures shall be re-delivered to the Government on demand at any time or times and in any event the Reserved Area together with the Reserved Area Structures 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 upon the fulfilment of the Grantee's obligations under Special Condition No. (15)(a) hereof and prior to the re-delivery of possession of the whole of the Reserved Area allow free access over and along the Reserved Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No. (15) hereof or otherwise."

Special Condition No. (17) of the Government Grant

"The Grantee shall not without the prior written consent of the Director use the Reserved 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. (15) hereof."

Special Condition No. (18) of the Government Grant

"(a) The Grantee shall at all reasonable times prior to the re-delivery of possession of the whole of the Reserved Area:

(i) permit the Government, the Director, their officers, agents, contractors, workmen and any other persons authorized by them, the right of ingress, egress and regress to, from and through the lot and the Reserved Area for the purpose of inspecting, checking and supervising any works to be carried out in compliance with Special Condition No. (15)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No. (15)(b) hereof and any other works which the Director may consider necessary in the Reserved Area;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Reserved Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Reserved Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighboring land or premises, and 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 Reserved Area; and

(iii) permit the officers of the Water Authority, the Drainage Authority and such persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Reserved Area as the officers of the Water Authority, the Drainage 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 or drainage installations within the Reserved Area.

(b) The Government, the Director, their officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights by the Government, the Director, their officers, agents, contractors, workmen and any other persons or public utility companies duly authorized under sub-clause (a) of this Special Condition.

For the purpose of Special Conditions Nos. (14), (15), (16), (17) and (18) hereof only, the expression "Grantee" shall exclude his successors and assigns."

19. Recreational facilities

Special Condition No. (20) of the Government Grant

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

(b) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, subject to Special Condition No. (54)(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. (26)(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."

20. Parking requirements

Special Condition No. (29) of the Government Grant

"(a) (i) Spaces shall be provided within the lot to the satisfaction of the Commissioner for Transport (hereinafter referred to as "the C for T") for the parking of motor vehicles licensed under the Road Traffic Ordinance (Cap. 374), any regulations made thereunder and any amending legislation (hereinafter referred to as "the Road Traffic Ordinance") at a rate to be calculated by reference to the respective size of the residential units erected or to be erected on the lot as set out in the table below:

Size of each residential unit	Number of the residential parking spaces to be provided under this sub-clause (a)(i)
Less than 40 square metres	One space for every 22.22 residential units or part thereof
Not less than 40 square metres but less than 70 square metres	One space for every 12.69 residential units or part thereof
Not less than 70 square metres but less than 100 square metres	One space for every 4.23 residential units or part thereof
Not less than 100 square metres but less than 130 square metres	One space for every 1.61 residential units or part thereof
Not less than 130 square metres but less than 160 square metres	One space for every 1.18 residential units or part thereof
Not less than 160 square metres	One space for every 0.93 residential unit or part thereof

The spaces to be provided under this sub-clause (a)(i) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Residential Parking Spaces". For the purpose of these Conditions, "motor vehicle" shall be as defined in the Road Traffic Ordinance.

(iii) Additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance (the spaces to be provided under this sub-clause (a)(iii) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Visitors' Parking Spaces") shall be provided within the lot to the satisfaction of the C for T at a rate to be calculated by reference to the number of residential units provided in any block of residential units erected or to be erected on the lot as set out in the table below:

Number of residential units per block	Number of the Visitors' Parking Spaces per block
30 or below	1
31 to 45	2
46 to 60	3
61 to 75	4
above 75	5

(iv) The Residential Parking Spaces and the Visitors' Parking Spaces shall not be used for any purpose other than those respectively stipulated in sub-clauses (a)(i) and (a)(iii) of this Special Condition and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of motor vehicle cleaning and beauty services.

(b) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor vehicles licensed under the Road Traffic Ordinance at a rate of one space for every 200 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot or part or parts of the building or buildings for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes (the spaces to be provided under this sub-clause (b)(i) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Non-Industrial Parking Spaces").

(iii) The Non-Industrial Parking Spaces shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of motor vehicle cleaning and beauty services or otherwise.

(c) (i) Out of the Residential Parking Spaces, the Visitors' Parking Spaces and the Non-Industrial Parking Spaces, the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons (which spaces to be so reserved and designated are hereinafter referred to as "the Parking Spaces for Disabled Persons") as the Building Authority may require or approve. For the purpose of these Conditions, "disabled persons" shall be as defined in the Road Traffic Ordinance, and "Building Authority" shall be as defined in the Buildings Ordinance.

(ii) The Parking Spaces for Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance by disabled persons and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of motor vehicle cleaning and beauty services or otherwise.

(d) (i) Spaces shall be provided within the lot to the satisfaction of the C for T for the parking of motor cycles licensed under the Road Traffic Ordinance at the following rates:

(I) one space for every 100 residential units or part thereof provided in any block of residential units erected or to be erected on the lot (the spaces to be provided under this sub-clause (d)(i)(I) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Residential Motor Cycle Parking Spaces"); and

(II) 10% of the total number of the Non-Industrial Parking Spaces (the spaces to be provided under this sub-clause (d)(i)(II) (as may be varied under Special Condition No. (31) hereof) are hereinafter referred to as "the Non-Industrial Motor Cycle Parking Spaces").

If the number of the Residential Motor Cycle Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces to be provided is a decimal number, the same shall be rounded up to the next whole number. For the purpose of these Conditions, "motor cycle" shall be as defined in the Road Traffic Ordinance.

(ii) The Residential Motor Cycle Parking Spaces and the Non-Industrial 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 and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or for the provision of motor vehicle cleaning and beauty services or otherwise.

(f) The Grantee shall:
(i) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense, to such standards and design to the satisfaction of the Director of Electrical and Mechanical Services, and in all respects in compliance with the Buildings Ordinance and the Electricity Ordinance, any regulations made thereunder and any amending legislation:
(I) provide and install charging facilities for electric vehicles including, but not limited to, fixed electrical installations and installation of final circuits, in all the parking spaces provided in accordance with sub-clauses (a), (b), (c) and (d) of this Special Condition and Special Condition No. (38) hereof; and
(II) in addition to the requirement in sub-clause (f)(i)(I) of this Special Condition, provide and install electric vehicle medium chargers including the final circuits in not less than 30% of the parking spaces provided in accordance with sub-clauses (a), (b) and (c) of this Special Condition and Special Condition No. (38) hereof with at least one electric vehicle medium charger for each of such parking spaces; and
(ii) throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the Director of Electrical and Mechanical Services, upkeep, maintain, repair and manage the charging facilities for electric vehicles and electric vehicle medium chargers provided and installed under sub-clauses (f)(i)(I) and (f)(i)(II) of this Special Condition in good repair and operational condition."

Special Condition No. (30) of the Government Grant

"(a) Spaces shall be provided within the lot to the satisfaction of the C for T for the loading and unloading of goods vehicles at the following rates:
(i) one space for every 800 residential units or part thereof in the building or buildings erected or to be erected on the lot for residential purposes subject to a minimum of one loading and unloading space for each block of residential units erected or to be erected on the lot, such loading and unloading space to be located adjacent to or within each block of residential unit; and
(ii) one space for every 800 square metres or part thereof of the gross floor area of the building or buildings or part or parts thereof erected or to be erected on the lot for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes.

(b) Out of the total spaces provided under sub-clauses (a)(i) and (a)(ii) of this Special Condition, the first 65% shall measure 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres and the remaining spaces shall measure 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres provided that if the number of spaces to be provided is a decimal number, it shall be rounded up to the next whole number. Such spaces shall not be used for any purpose other than for the loading and unloading of goods vehicles in connection with the building or buildings referred to therein.

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

Special Condition No. (31) of the Government Grant

"(a) Notwithstanding Special Conditions Nos. (29)(a)(i), (29)(a)(iii), (29)(b)(i), (29)(d)(i)(I) and (29)(d)(i)(II) hereof, the Grantee may increase or reduce the respective number of spaces required to be provided under the said Special Conditions by not more than 5% provided that the total number of spaces so increased or reduced shall not exceed 50.

(b) In addition to sub-clause (a) of this Special Condition, the Grantee may increase or reduce the respective number of the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces (without taking into account the spaces calculated in sub-clause (a) of this Special Condition) by not more than 5%.

(c) Notwithstanding Special Conditions Nos. (29)(a), (29)(b), (29)(d), (29)(e) and (30) hereof and sub-clauses (a) and (b) of this Special Condition, the Grantee may increase or reduce the respective number and dimensions of spaces required to be provided under the said Special Conditions or sub-clauses to such other numbers and dimensions as may be approved in writing by the C for T, and such increase or reduction shall also be subject to the prior written approval of the Director, who may, at his sole and absolute discretion, give his approval subject to such terms and conditions as he sees fit, including the payment by the Grantee of any premium and administrative fee as shall be determined by the Director."

Special Condition No. (32) of the Government Grant

"(a) The Grantee shall at all times throughout the term hereby agreed to be granted permit the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking or ascertaining that there is no breach of or failure to comply with Special Conditions Nos. (29), (30) and (31) hereof by the Grantee.

(b) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(c) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the exercise by the C for T, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the rights conferred under sub-clause (a) of this Special Condition."

Special Condition No. (33) of the Government Grant

"(a) For the purpose of calculating the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof,
(i) there shall not be taken into account
(I) the spaces provided in accordance with Special Condition No. (29) hereof (as may be varied under Special Condition No. (31) hereof) if they are provided below the ground level; and
(II) the spaces provided in accordance with Special Condition No. (30) hereof if they are provided at or below the ground level;
(ii) if the spaces provided in accordance with Special Condition No. (29) hereof (as may be varied under Special Condition No. (31) hereof) are provided at or above the ground level or the spaces provided in accordance with Special Condition No. (30) hereof are provided above the ground level, 50% of such spaces together with 50% of the other areas including but not limited to lift lobbies, landings, pedestrian access routes, manoeuvring and circulation areas and plant rooms serving such spaces shall be taken into account for the calculation of the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof as to which the decision of the Director shall be final and binding on the Grantee.

(b) Notwithstanding sub-clause (a)(ii) of this Special Condition, the Director at his sole discretion may subject to the payment by the Grantee of any premium and administrative fee as shall be determined by the Director exclude any spaces and other areas referred to in sub-clause (a)(ii) of this Special Condition from the calculation of the respective total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof as to which the decision of the Director shall be final and binding on the Grantee.

(c) For the purpose of this Special Condition, the decision of the Director as to what constitutes the ground level or whether any space is at, above or below the ground level shall be final and binding on the Grantee."

Special Condition No. (34) of the Government Grant

"(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be 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.

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 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.

(d) Sub-clauses (a) and (b) of this Special Condition shall not apply to the Parking Spaces for Disabled Persons."

Special Condition No. (35) of the Government Grant

"(a) Throughout the term hereby agreed to be granted whether prior to or after compliance with these Conditions in all respects to the satisfaction of the Director, the Non-Industrial Parking Spaces and the Non-Industrial Motor Cycle Parking Spaces shall not be assigned except

(i) together with undivided shares in the lot giving the right of exclusive use and possession of a unit or units for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes 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 unit or units for non-industrial (excluding private residential, godown, hotel and petrol filling station) purposes 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 Non-Industrial Parking Spaces and the Non-Industrial 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."

21. Common Areas

Special Condition No. (36) of the Government Grant

"Notwithstanding Special Condition Nos. (34) and (35) hereof, the Visitors' Parking Spaces, the spaces provided within the lot in accordance with Special Condition No. (30)(a) hereof (as may be varied respectively under Special Condition No. (31) hereof) and the Parking Spaces for Disabled Persons shall be designated as and form part of the Common Areas."

22. Car Park Layout Plans

Special Condition No. (37) of the Government Grant

"(a) The Grantee shall at his own expense deposit with the Director and submit to the C for T a plan or plans approved by the C for T indicating the layout of all the parking, loading and unloading spaces to be provided within the lot in accordance with Special Conditions Nos. (29) (as may be varied under Special Condition No. (31) hereof) and (30) hereof and the Public Vehicle Park to be provided within the lot in accordance with Special Condition No. (38) hereof and the spaces which are the subject of the Parking Information to be designated within the lot in accordance with Special Condition No. (39) hereof respectively, or a copy of such plan or plans certified by an authorized person (as defined in the Buildings Ordinance) (hereinafter referred to as "the Car Park Layout Plans"). No amendment, variation, alteration, modification or substitution of the Car Park Layout Plans shall be made without the prior written approval of the C for T.

(b) The said parking, loading and unloading spaces indicated on the Car Park Layout Plans shall not be used for any purpose other than for the purposes set out respectively in Special Conditions Nos. (29), (30) and (38) hereof. The Grantee shall maintain all parking, loading and unloading spaces and other areas, including but not restricted to the lifts, landings and manoeuvring and circulation areas indicated on the Car Park Layout Plans in accordance with the Car Park Layout Plans.

(c) Except for the spaces indicated on the Car Park Layout Plans, no part of the lot or any building or structure thereon shall be used for the purposes of parking, loading and unloading of motor vehicles set out respectively in Special Conditions Nos. (29), (30) and (38) hereof.

(d) No transaction (except a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (24)(c) hereof and a building mortgage under Special Condition No. (24)(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 the deposit and submission of the Car Park Layout Plans in accordance with sub-clause (a) of this Special Condition.

(e) The Grantee hereby:

(i) gives his consent to the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to view, use, copy and modify the Car Park Layout Plans and to disclose and disseminate the Car Park Layout Plans by any means and in any manner (including but not limited to electronic means or through electronic platforms) to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T or the Director shall at their sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise, whether in response to public or media enquiries or otherwise, or on the C for T's, the Director's or the Government's own accord; and

(ii) accepts and acknowledges that the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to view, use, copy, modify, disclose or disseminate the Car Park Layout Plans as provided under sub-clause (e)(i) of this Special Condition.

(f) For the purpose of sub-clause (e) of this Special Condition, the Grantee shall procure or cause to be procured the consent of the intellectual property right owners of the Car Park Layout Plans to the viewing, use, copying modifying, disclosure and dissemination of the Car Park Layout Plans by the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them and to the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party.

(h) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(i) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a), (b), (c), (d) and (f) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clause (e) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Car Park Layout Plans by any government department or third party as provided under sub-clause (e)(i) of this Special Condition."

23. Public Vehicle Park

Special Condition No. (38) of the Government Grant

"(a) In addition to the requirements to provide parking, loading and unloading spaces under and in accordance with Special Condition No. (29) (as may be varied under Special Condition No. (31) hereof) and Special Condition No. (30) hereof, the Grantee shall on or before the date specified under Special Condition No. (8) hereof (or such other date as may be approved by the C for T and the Director), at his own expense in all respects to the satisfaction of the C for T and in accordance with these Conditions and the PVP Layout Plan as defined and approved under sub-clause (b) of this Special Condition and all Ordinances, bye-laws and regulations relating to public vehicle parks and public vehicle parking which are or may at any time be in force in Hong Kong:

(i) erect and construct and thereafter provide and maintain within the lot a public vehicle park (hereinafter referred to as "the Public Vehicle Park"); and

(ii) provide within the Public Vehicle Park:

(I) 100 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(II) 20 spaces for the parking of motor cycles licensed under the Road Traffic Ordinance and each of the spaces so provided shall measure 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres.

(b) The Grantee shall submit or cause to be submitted to the C for T for his written approval a layout plan for the Public Vehicle Park indicating the layout of the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access and circulation areas and any other areas and spaces as may be required by the C for T (hereinafter referred to as "the PVP Layout Plan"). The parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park shall be provided and laid out in accordance with the PVP Layout Plan approved by the C for T under this sub-clause (b) and in all respects to the satisfaction of the C for T. The Grantee shall maintain the parking spaces, turning circles, ceiling height of the parking floor or floors or level or levels, means of access, circulation areas and any other areas and spaces of the Public Vehicle Park in accordance with the PVP Layout Plan approved by the C for T under this sub-clause (b) and shall not alter the layout except with the prior written consent of the C for T and the Director.

(c) No parking floor or floors or level or levels of the Public Vehicle Park shall be served or accessible by any means of vehicular access except by such vehicular access as may be approved in writing by the C for T.

(d) Each and every parking space provided within the Public Vehicle Park shall front directly onto a driveway or an adequate circulation space so that any motor vehicle can be moved into or away from each parking space from or to the driveway or circulation space without obstruction.

(e) The positions of the ingress and egress control points, drop gate and pay booth and the access arrangement of the Public Vehicle Park shall be subject to the prior written approval of the C for T.

(f) The layout of the Public Vehicle Park shall be designed in such a way that no motor vehicle shall have to queue or wait outside the lot to enter into the Public Vehicle Park.

(g) All parking spaces provided within the Public Vehicle Park shall be made available to all members of the public at all times for short-term parking of licensed motor vehicles on hourly, daily or monthly basis or on such other basis as may be approved in writing by the C for T. The Grantee shall at all times permit all members of the public to have free access to, from and through such part or parts of the lot or any building or buildings erected or to be erected on the lot for the purposes of gaining access to and from the Public Vehicle Park.

(h) For the purpose of calculating the total gross floor area stipulated in Special Condition No. (12)(c) hereof, there shall not be taken into account the Public Vehicle Park (including all the parking spaces, turning circles, means of access and circulation areas provided within the Public Vehicle Park and any other areas or spaces as the Director may in his sole discretion consider appropriate). The total gross floor area of the Public Vehicle Park and which area or areas shall be designated as and form part of the Public Vehicle Park shall be as determined by the Director whose determination shall be final and binding upon the Grantee.

(i) The parking spaces provided within the Public Vehicle Park shall not be used for any purposes other than for the parking of motor vehicles and motor cycles licensed under the Road Traffic Ordinance and in particular the Public Vehicle Park or any part or parts thereof shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

(j) Upon completion of the Public Vehicle Park in compliance with this Special Condition, the Grantee shall commence to operate the Public Vehicle Park and thereafter at all times during the term hereby agreed to be granted, continue to operate, uphold, maintain, repair, conduct and manage at his own expense the Public Vehicle Park and everything forming a portion of or pertaining to it and at all times on a scale and in a manner to the satisfaction of the C for T and in all respects in accordance with all Ordinances, bye-laws and regulations relating to public vehicle parking which are or may at any time be in force in Hong Kong.

(k) It is expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition, neither the Grantee intends to dedicate nor the Government consents to any dedication of the Public Vehicle Park or any part or parts of the lot to the public for the right of passage.

(l) It is expressly agreed, declared and provided that the obligation on the part of the Grantee contained in sub-clause (g) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt, the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor."

24. Parking Information

Special Condition No. (39) of the Government Grant

"(a) The Grantee shall:

(i) at his own expense submit or cause to be submitted to the C for T for his written approval a plan or plans showing the locations and dimensions of the areas or spaces designated for accommodating such facilities, installations and equipment (hereinafter referred to as "the Facilities, Installations and Equipment") to be provided and installed in, on or within any building, structure or floor space on the lot, which plan or plans shall contain such information as the C for T may require or specify at his sole and absolute discretion (hereinafter collectively referred to as "the Parking Information System Area") for the purpose of submitting information relating to and associated with:

(I) the Visitors' Parking Spaces, the Non-Industrial Parking Spaces, the Non-Industrial Motor Cycle Parking Spaces and the Parking Spaces for Disabled Persons; and

(II) the spaces provided for the parking of motor vehicles in the Public Vehicle Park in accordance with Special Condition No. (38) hereof,

including but not limited to the number and types of vacant spaces for the parking of motor vehicles (hereinafter collectively referred to as "the Parking Information") as required under and in accordance with sub-clause (b) of this Special Condition. No building works (other than the removal works referred to in Special Condition No. (3) hereof and site formation works) shall be commenced on the lot until such approval shall have been obtained and for the purpose of these Conditions, "site formation works" shall be as defined in the Buildings Ordinance;

(ii) on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense carry out and complete in all respects to the satisfaction of the C for T the works for the Parking Information System Area in accordance with the plan or plans approved under sub-clause (a)(i) of this Special Condition, and at the Grantee's own expense provide and install the Facilities, Installations and Equipment and shall thereafter at all times during the term hereby agreed to be granted, maintain at the Grantee's own expense the Parking Information System Area and the Facilities, Installations and Equipment in good and substantial repair and conditions for the purposes of fulfilling the Grantee's obligations under sub-clause (b) of this Special Condition and in all respects to the satisfaction of the C for T;

(iii) at all reasonable times throughout the term hereby agreed to be granted permit the C for T, the Director, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, with or without tools, equipment, plant, machinery or motor vehicles, free of charge, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building erected or to be erected thereon for the purposes of inspecting, checking and supervising any works to be carried out in compliance with sub-clause (a)(ii) of this Special Condition.

(b) The Grantee shall, commencing on a date to be decided and specified in writing by the C for T (as to which the decision of the C for T shall be final and binding on the Grantee) and thereafter at all times throughout the term hereby agreed to be granted, at the Grantee's own expense and in all respects to the satisfaction of the C for T submit or cause to be submitted to the C for T the Parking Information in such format and at such time and intervals as the C for T may from time to time require or specify in writing (as to which the decision of the C for T shall be final and binding on the Grantee).

(c) The Grantee hereby:

(i) gives his consent to the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them, at their sole and absolute discretion, to process, use and copy the Parking Information and to disclose and disseminate the Parking Information, whether as submitted or after processing, in such format by such media, to any government department or third party (whether individual, firm, corporate body, members of the public or other organization) as the C for T shall at his sole and absolute discretion consider appropriate for searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise by such government department or third party; and

(ii) accepts and acknowledges that the C for T, the Government, their officers, contractors, agents, workmen and any other persons authorized by any of them shall have the sole and absolute discretion and right to decide whether or not to process, use or copy the Parking Information or to disclose and disseminate the Parking Information, whether as submitted or after processing, in whatever format and by whatever media, to any government department or third party as provided in sub-clause (c)(i) of this Special Condition.

(d) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the fulfilment or non-fulfilment of any of the Grantee's obligations under sub-clauses (a) and (b) of this Special Condition; any omission, mistake, neglect or default by the Grantee in relation to submitting the Parking Information in accordance with sub-clause (b) of this Special Condition; the exercise by the C for T, the Director, the Government, their officers, contractors, agents, workmen or any other persons authorized by any of them of the discretion and rights conferred under sub-clauses (a)(iii) and (c) of this Special Condition; or the searching, viewing, copying, printing, disseminating, utilizing, analysing, researching or otherwise of the Parking Information by any government department or third party as provided under sub-clause (c) of this Special Condition.

(f) The Parking Information System Area shall be designated as and form part of the Common Areas referred to in Special Condition No. (36) hereof."

25. Cutting away

Special Condition No. (42) of the Government Grant

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

(b) Nothing in sub-clause (a) of this Special Condition shall prejudice the Government's rights under these Conditions, in particular Special Condition No. (41) hereof.

(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 and keep indemnified the Government, its agents and contractors from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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."

26. Anchor maintenance

Special Condition No. (44) of the Government Grant

"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."

27. Construction of drains and channels & Connecting drains and sewers

Special Condition No. (47) of the Government Grant

"(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 and keep indemnified the Government and its officers from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any damage or nuisance caused by such storm-water or rain-water.

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

28. Automatic meter reading for fresh water supplies

Special Condition No. (48) of the Government Grant

"(a) The Grantee shall on or before the date specified in Special Condition No. (8) hereof (or such other date as may be approved by the Director), at the Grantee's own expense and in all respects to the satisfaction of the Water Authority (as defined in the Waterworks Ordinance, any regulations made thereunder and any amending legislation) provide and install an outstation or outstations together with facilities and associated equipment as may be required by the Water Authority at its sole discretion on the lot or any part thereof or within any building or buildings erected or to be erected thereon for automatic meter reading for fresh water supplies (such outstation or outstations together with the facilities and associated equipment as aforesaid are hereinafter collectively referred to as "the AMR Outstations") in accordance with the approved AMR Outstation Proposals referred to in sub-clause (b) of this Special Condition and the Waterworks Ordinance, any regulations made thereunder and any amending legislation.

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority submit or cause to be submitted to the Water Authority for its approval in writing proposals for the provision and installation of the AMR Outstations (hereinafter referred to as "the AMR Outstation Proposals"), containing, among others, such information and particulars as the Water Authority at its sole discretion may require, including but not limited to:

(i) a layout plan showing the locations of the AMR Outstations;

(ii) details of the design, layout and equipment for building up the AMR Outstations; and

(iii) details of the area or space designated or to be designated for accommodating the AMR Outstations and facilitating inspection and maintenance thereof.

(c) No provision or installation works of the AMR Outstations shall be commenced on the lot until the AMR Outstation Proposals shall have been approved in writing by the Water Authority under sub-clause (b) of this Special Condition. The AMR Outstations installed in accordance with the AMR Outstation Proposals approved under sub-clause (b) of this Special Condition are hereinafter referred to as "the Approved AMR Outstations".

(d) The Grantee shall at his own expense and in all respects to the satisfaction of the Water Authority, operate, maintain and repair the Approved AMR Outstations in good repair and operational condition until such time as the Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition.

(e) No structure, object or material of whatsoever nature which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement and re-provisioning of the Approved AMR Outstations shall be erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance of the Approved AMR Outstations. Where in the opinion of the Water Authority (whose opinion shall be final and binding on the Grantee, there are structures, objects or materials erected or placed on, over, above, under, below or within the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof which may prevent or disrupt the inspection, checking, operation, maintenance, repair, renewal, demolition, removal, replacement or re-provisioning of the Approved AMR Outstations, the Water Authority shall be entitled by notice in writing to call upon the Grantee, at the Grantee's own expense and in all respects to the satisfaction of the Water Authority, to demolish or remove suchstructures, objects or materials and to reinstate the area or space for accommodating the Approved AMR Outstations and facilitating inspection and maintenance thereof within such period as specified in the notice.

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

(g) The Approved AMR Outstations or any of them as required shall be delivered to the Water Authority by the Grantee on demand upon such date as specified by the Water Authority in writing, and in any event shall be deemed to have been delivered to the Water Authority by the Grantee on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction.

(h) The Grantee shall at all times throughout the term hereby agreed to be granted permit the Water Authority, its officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon for the purposes of:

(i) inspecting, checking and supervising any works required to be carried out by the Grantee under sub-clauses (a), (d) and (e) of this Special Condition;

(ii) carrying out any works under sub-clause (f) of this Special Condition; and

(iii) inspecting, checking, operating, maintaining, repairing, renewing, demolishing, removing, replacing and re-provisioning the Approved AMR Outstations or any of them after the Approved AMR Outstations or any of such Approved AMR Outstations shall have been delivered to the Water Authority in accordance with sub-clause (g) of this Special Condition and any other works which the Water Authority may consider necessary.

(i) The Government, the Water Authority, their officers, contractors, agents, its or their workmen and other persons duly authorized by the Water Authority 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 any of the Grantee's obligations under sub-clauses (a), (d) and (e) of this Special Condition or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition or otherwise, and no claim whatsoever shall be made against any of them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(j) The Grantee shall indemnify and keep indemnified the Government, the Water Authority, their officers, contractors, agents, workmen and other persons duly authorized by the Water Authority from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the provision, installation, operation, maintenance and repair of the Approved AMR Outstations or the exercise of any of the rights under sub-clauses (f) and (h) of this Special Condition."

29. Sewerage impact assessment

Special Condition No. (49) of the Government Grant

"(a) The Grantee shall within twelve calendar months from the date of this Agreement (or such other extended period as may be approved by the Director) at his own expense and in all respects to the satisfaction of the Director of Environmental Protection (hereinafter referred as "the DEP") submit or cause to be submitted to the DEP for his approval in writing a sewerage impact assessment (hereinafter referred to as "SIA") containing, among others, such information and particulars as the DEP may require including but not limited to all adverse sewerage impact as may arise from the development of the lot, and recommendations for mitigation measures, improvement works and other measures and works.

(b) The Grantee shall at his own expense implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP and within such time limit as may be stipulated by the DEP.

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

(d) No building works (except ground investigation, site formation works and demolition works) shall be commenced on the lot or any part thereof until the SIA shall have been approved in writing by the DEP. For the purpose of these Conditions, "ground investigation" shall be as defined in the Buildings Ordinance.

(e) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the recommendations in the SIA as approved by the DEP in all respects to the satisfaction of the DEP. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any

cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

30. Noise impact assessment

Special Condition No. (50) of the Government Grant

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

(b) The Grantee shall at his own expense and within such time limits as shall be stipulated by the Director carry out and implement the Noise Mitigation Measures as proposed in the NIA and approved by the Director (hereinafter referred to as "the Approved Noise Mitigation Measures") in all respects to the satisfaction of the Director.

(c) No building works (except ground investigation, site formation works and demolition works) shall be commenced on the lot or any part thereof until the NIA shall have been approved in writing by the Director.

(d) For the avoidance of doubt and without prejudice to the generality of General Conditions Nos. 2, 3 and 4 hereof, the Grantee hereby expressly acknowledges and agrees that he shall have the sole responsibility at his own expense to implement the Approved Noise Mitigation Measures in all respects to the satisfaction of the Director. The Government and its officers shall be under no responsibility, obligation or liability whatsoever to the Grantee for any cost, damage or loss caused to or suffered by the Grantee whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition or otherwise and no claim whatsoever shall be made against the Government or its officers by the Grantee in respect of any such cost, damage or loss."

31. Noise barrier

Special Condition No. (51) of the Government Grant

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

(a) the Grantee shall at his own expense design, erect and construct the Noise Barrier in accordance with the plans approved by the Building Authority and in all respects in compliance with the Buildings Ordinance;

(b) no foundation or support for the Noise Barrier may be erected on, upon or underneath any Government land adjoining the lot;

(c) no alteration, addition, replacement or attachment whatsoever shall be made or affixed to or upon the Noise Barrier or any part or parts thereof except with the prior written approval of the Director;

(d) the Grantee shall at all times and at his own expense uphold, maintain and repair the Noise Barrier or (where approved by the Director) any replacement thereof in good and substantial repair and condition in all respects to the satisfaction of the Director and if temporary traffic closure or diversion shall be required for carrying out any works under this sub-clause (d), written agreement of the C for T on the temporary traffic arrangement shall have been obtained before commencement of any works;

(e) the Noise Barrier shall not be used for any purpose other than noise barrier and the Grantee shall not use or suffer or allow to be used the Noise Barrier or any part or parts thereof for advertising or for the display of any signs, notices or posters whatsoever except with the prior written consent of the Director;

(f) subject to the prior written approval of the Director, the Grantee, his contractors, workmen or any other persons authorized by the Grantee shall be permitted to enter into the Government land adjoining the lot with or without tools, equipment, plant, machinery or motor vehicles for the purposes of carrying out any erection, construction, inspection, repair, maintenance, cleaning, renewing and replacement of the part or parts of the Noise Barrier projecting over the Government land in accordance with this Special Condition;

(g) the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to their entry or carrying out of the works referred to in sub-clause (f) of this Special Condition and no claim whatsoever shall be made against the Government in respect of any such loss, damage, nuisance or disturbance;

(h) the Grantee shall at all times take such precautions as may be necessary to prevent any damage or injury being caused to any Government land adjoining the lot and the Noise Barrier or to any persons or vehicles entering or using any Government land adjoining the lot and the Noise Barrier as a result of the erection, construction, repair, maintenance, alteration, renewal, replacement, use, demolition or removal of the Noise Barrier;

(i) the Director shall, at any time and at his absolute discretion, have the right to serve upon the Grantee a written notice requiring the Grantee to demolish and remove the part or parts of the Noise Barrier that project over the Government land without any replacement within six calendar months from the date of the written notice and upon receipt of such written notice, the Grantee shall at his own expense demolish and remove the aforesaid part or parts of the Noise Barrier within such period as stipulated in such written notice and in all respects to the satisfaction of the Director;

(j) in the event of the non-fulfilment of any of the Grantee's obligations under this Special Condition, the Director may carry out the necessary works and the Grantee shall pay to the Director on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Grantee;

(k) the Grantee shall at all times throughout the term hereby agreed to be granted permit the Director, his officers, contractors, agents, his or their workmen and any other persons authorized by the Director with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot or any part thereof and any building or buildings erected or to be erected thereon free of cost for the purpose of inspecting, checking and supervising any works to be carried out in accordance with sub-clauses (a), (d) and (i) of this Special Condition and carrying out any works in accordance with sub-clause (j) of this Special Condition or any other works which the Director may consider necessary;

(l) neither the Government nor the Director shall have any liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person whether arising out of or incidental to the fulfilment of the Grantee's obligations under this Special Condition, the exercise by the Director of the right of entry under sub-clause (k) of this Special Condition or the carrying out of any works under sub-clause (j) of this Special Condition and the Grantee shall not be entitled to any claim whatsoever against the Government or the Director or his authorized officers nor any compensation whatsoever in respect of such loss, damage, nuisance or disturbance; and

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

F. Lease conditions that are onerous to a purchaser:

32. Indemnity by Grantee

General Condition No. 4 of the Government Grant

"The Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director of Lands (hereinafter referred to as "the Director", and whose opinion shall be final and binding on 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."

33. Re-entry

General Condition No. 10 of the Government Grant

"(a) Upon any failure or neglect by the Grantee to perform, observe or comply with any of these Conditions the Government shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works erected or to be erected on the lot or any such part thereof or any part of such buildings, erections or works and thereupon this Agreement and the rights of the Grantee hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice nevertheless to the rights, remedies and claims of the Government in respect of any breach, non-observance or non-performance of the terms and conditions hereof.

(b) In the event of re-entry by the Government for or in respect of or arising out of the breach, non-observance or non-performance by the Grantee of the provisions of these Conditions, the Grantee shall not be entitled to any refund of the premium paid by him or any part thereof or to any payment or compensation whatsoever whether in respect of the value of the land or any part thereof or any building or buildings erected or to be erected on the land or any part thereof or part of any such building or buildings or any amount expended by the Grantee in the preparation, formation or development of the lot or any part thereof or otherwise."

34. Indemnify Government against the Existing Buildings and Structures, the Extended Structures and the Existing Utilities
Special Condition No. (3) of the Government Grant
"(a) The Grantee acknowledges that as at the date of this Agreement, there are some buildings and structures erected on the lot (the said buildings and structures are hereinafter collectively referred to as "the Existing Buildings and Structures") and parts of which encroach on, project over and protrude to the adjacent Government land (the said parts of the Existing Buildings and Structures which encroach on, project over and protrude to the adjacent Government land are hereinafter collectively referred to as "the Extended Structures"). The Grantee shall on or before the date specified in Special Condition No. (8) hereof at his own expense and in all respects to the satisfaction of the Director demolish and remove the Existing Buildings and Structures and the Extended Structures. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence or subsequent demolition and removal of the Existing Buildings and Structures and the Extended Structures.
(b) The Grantee acknowledges that as at the date of this Agreement, there are some utilities existing on, over, under, above or within the lot and the Green Area referred to in Special Condition No. (4)(a)(i)(I) hereof (the said utilities are hereinafter referred to as "the Existing Utilities") and undertakes to remove, relay and divert at his own expense the Existing Utilities in all respects to the satisfaction of the Director on or before the date specified in Special Condition No. (8) hereof. The Grantee shall at all reasonable times prior to the removal, relaying and diversion of all the Existing Utilities to the satisfaction of the Director permit the Government and the public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot as the Government or the said public utility companies may require for the purpose of maintaining, removing, relaying and diverting the Existing Utilities. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee arising whether directly or indirectly out of or in connection with the use, presence, maintenance or subsequent removal, relaying and diversion of the Existing Utilities or the exercise of the rights under this sub-clause (b) by the Government and the said public utility companies or otherwise and the Grantee shall indemnify and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with the use, presence, maintenance or subsequent removal, relaying and diversion of the Existing Utilities.
(c) For the avoidance of doubt, the existence of the Existing Buildings and Structures, the Extended Structures and the Existing Utilities and the fact that the lot is granted subject to the existence of the same shall not in any way relieve the Grantee of or release, discharge, lessen or vary the Grantee's obligations under these Conditions or affect or prejudice in any way the rights and remedies of the Government under these Conditions in respect of any breach, non-compliance, non-observance or non-performance by the Grantee of his obligations under these Conditions."

35. Preservation of trees
Special Condition No.(10) of the Government Grant
"No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate."

36. Landscaping
Special Condition No.(11) of the Government Grant
"The Grantee shall at his own expense landscape and plant with trees and shrubs any portion of the lot and podium (if any) not built upon and thereafter maintain and keep the same in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director."

37. Provision of sales office and show flats
Special Condition No. (19) of the Government Grant
"Notwithstanding the maximum gross floor area permitted under Special Condition No. (12)(c) 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."

38. Vehicular access
Special Condition No. (28) of the Government Grant
"The Grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto or at such other points as may be approved in writing by the Director. Upon development or redevelopment of the lot, a temporary access for construction vehicles into the lot may be permitted in such position and subject to such conditions as may be imposed by the Director. Upon completion of the development or redevelopment, the Grantee shall at his own expense within the time limit specified by the Director and in all respects to the satisfaction of the Director, reinstate the area or areas upon which the temporary access was constructed."

39. Set back
Special Condition No. (41) of the Government Grant
"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."

40. No rock crushing
Special Condition No. (43) of the Government Grant
"No rock crushing plant shall be permitted on the lot without the prior written approval of the Director."

41. Spoil or debris
Special Condition No. (45) of the Government Grant
"(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 and keep indemnified the Government from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with 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."

42. Damage to Services

Special Condition No. (46) of the Government Grant

"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 both the lot or any part thereof and the Green Area (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 the Green Area or both the lot or any part thereof and the Green Area or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the makinggood 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 both the lot or any part thereof and the Green Area 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."

43. Harbour Area Treatment Scheme Sewage Tunnel Protection Area and Outer Protection Area

Special Condition No. (52) of the Government Grant

"(a) The Grantee acknowledges that there are a sewage tunnel shown between two broken lines and marked "SEWAGE TUNNEL" on the plan annexed hereto (hereinafter referred to as "the Sewage Tunnel") constructed and running under, below and within the lot, a harbour area treatment scheme sewage tunnel protection area shown between two broken lines marked "HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL PROTECTION AREA" on the plan annexed hereto and a harbour area treatment scheme sewage tunnel outer protection area shown at the northern part of the broken line marked "HARBOUR AREA TREATMENT SCHEME SEWAGE TUNNEL OUTER PROTECTION AREA" on the plan annexed hereto. There is reserved unto the Government, its officers, agents, contractors, workmen and any other person authorized by the Government at all times, with or without tools, equipment, plant, machinery or motor vehicles the right of free and unrestricted ingress, egress and regress to, from or through the lot or any part thereof for the purposes of operating, inspecting, maintaining, repairing, renewing and reconstructing the Sewage Tunnel and for carrying out any other works which the Director may require or authorize. The Government, its officers, agents, contractors, workmen or other person authorized by the Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise by them of the rights conferred under this Special Condition or the said operation, inspection, maintenance, repair, renewal and reconstruction of the Sewage Tunnel and any other works so required or authorized by the Director, 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.

(b) Without prejudice to Special Condition No. (46) hereof, the Grantee shall at his own expense take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during the carrying out of the Works to avoid causing any damage, disturbance or obstruction to the Sewage Tunnel. The Grantee shall prior to carrying out any of the Works submit his proposals in writing for protecting the Sewage Tunnel from being damaged by the Works to the Director for his approval in all respects. The Grantee shall not carry out any of the Works whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his own expense meet any requirements which may be imposed by the Director in respect of the Sewage Tunnel in granting the aforesaid approval."

44. No grave or columbarium

Special Condition No. (55) of the Government Grant

"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."

45. Footbridge Supports and Connections

Special Condition No. (57) of the Government Grant

"(a) The Grantee may at the Grantee's own expense and in all respects to the satisfaction of the Director erect, construct and provide structural supports and connections within the lot between the points "P1" and "P2" shown and marked on the plan marked "PLAN A" annexed hereto (hereinafter referred to as "PLAN A") or at such other points and positions as may be approved by the Director (hereinafter referred to as "the Footbridge Supports and Connections") to connect, receive and support a future footbridge which may be constructed over the Government land to the north of the lot at the approximate position shown edged brown and marked "PROPOSED FOOTBRIDGE" on PLAN A or at such other positions as may be approved by the Director (hereinafter referred to as "the Proposed Footbridge").

(b) (i) There is reserved to the Government, the Government's lessees and tenants, and the person or persons to whom the right to construct the Proposed Footbridge may be granted by the Government free of costs and charges the right to connect the Proposed Footbridge to the Footbridge Supports and Connections.

(ii) There is reserved to the Government, the Government's lessees and tenants, the person or persons to whom the right to construct the Proposed Footbridge may be granted by the Government, the owners for the time being of the Proposed Footbridge, and their respective officers, contractors, agents, workmen and any other persons authorized by any of them with or without tools, equipment, plant, machinery or motor vehicles the right of temporary occupation of, and the right of free and unrestricted ingress, egress and regress to, from and through, the lot or any part or parts thereof and any building or buildings erected or to be erected thereon or any part or parts thereof free of costs and charges at all reasonable time upon giving prior notice to the Grantee for the purposes of constructing, inspecting, managing, maintaining, repairing and renewing the Proposed Footbridge and connecting the Proposed Footbridge to the Footbridge Supports and Connections.

(c) The Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever and howsoever caused to or suffered by the Grantee or any other person arising whether directly or indirectly out of, in connection with or incidental to the exercise of the rights conferred under sub-clauses (a) and (b) of this Special condition and the construction or not of the Proposed Footbridge, and no claim whatsoever shall be made against the Government, its officers, agents, contractors, workmen or other duly authorized personnel by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(d) The Grantee hereby acknowledges and agrees that the Government in no way represents or warrants that the Proposed Footbridge will be constructed or replaced if demolished in the future and the Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever and howsoever caused to orsuffered by the Grantee or any other person arising whether directly or indirectly therefrom, in connection therewith or incidental thereto if the Proposed Footbridge or any part or parts thereof is not or are not constructed or replaced if demolished, and no claim whatsoever shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(e) The Grantee shall indemnify and keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings whatsoever and howsoever arising whether directly or indirectly out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in relation to the construction, alteration, repair, maintenance and management of the Footbridge Supports and Connections.

(f) For the avoidance of doubt, the Footbridge Supports and Connections shall be taken into account for the purpose of calculating the total gross floor areas stipulated in Special Conditions Nos. (12)(c)(i), (12)(c)(ii) and (12)(c)(iii) hereof."

46. See also paragraphs 13, 14, 19, 20 (excluding Special Condition No. (31) of the Government Grant), 22, 24, 25, 26 and 27 of Part E above.

Notes:

1. The reference to the "Grantee" in the Government Grant means the Grantee under the Government Grant and where the context so admits or requires includes it successors and assigns.
2. The reference to the "Director" in the Government Grant means the Director of Lands.
3. For full details, please refer to the Government Grant and a copy of the Government Grant is available for inspection free of charge during opening hours at the sales office.