A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施的資料

1. **私家街、私家路及後巷**

批地文件相關條款

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。」

2. **綠色範圍**

批地文件相關條款

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。」

3. **保留範圍**

批地文件相關條款

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。」

4. **公共停車場**
批地文件相關條款
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就額外上蓋面積或地積比率的寬免或權利的申索。」

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。」

公契相關條文
公契敘文(1)中「非住宅地方」的定義
「根據核准圖則劃作非工業用途（不包括私人住宅、倉庫、酒店及加油站）的發展項目部分，以及附屬於其的發展項目部分，包括：
(a) 商業設施；及
(b) 公共停車場。
為識別目的，非住宅地方在所附圖則（由認可人士核實其準確性）上以紅色、紅色雙線間黑斜線、紅色三線間黑斜線及紅色加黑點標示。」

公契敘文(1)中「公共停車場」的定義
「根據政府批地文件特別條件第(38)條在該地段內設置的公共停車場，包括但不限於停車位、迴旋處、行車道、通道及機房，為識別之目的，在所附圖則（由認可人士核實其準確性）中以紅色三線間黑斜線標示。」

公契敘文(1)中「單位」的定義
「地段／發展項目中擬供獨立使用或佔用的每個部分，而該業主相對於發展項目其他部分的業主或佔用人有權享有專有管有權；為免存疑，包括住宅單位、住宅停車位、非住宅地方整體（當其維持單一業權時），以及若非住宅地方出現多重業權情況，則包括非住宅地方內各自維持單一業權的公共停車場及商業設施，以及若商業設施出現多重業權時，其內再分拆的單位或部分。」

公契第(3:05:01)條
「（a）各單位的業主須按月預先向管理人繳付管理費，費用按本公契附表二所列的管理份數比例計算；惟在任何情況下，業主所須承擔的管理開支均不得超過其按以下規定應付的相應份額：
（iv）如非住宅地方屬多重業權所有（而公共停車場及商業設施各自為單一業權），且任何開支僅涉及或僅為非住宅地方內公共停車場與商業設施之共同利益（而非僅涉及或僅為其中任一特定單位之利益），則該等開支的全數應由非住宅地方內公共停車場及商業設施的業主按各自持有的管理份數比例分攤；」

公契第(3:05:04)條
「(c) 除第一業主已根據本公契第(3:05:04)(e)條繳付款項外，發展項目內住宅單位或商業設施或公共停車場的每名業主（即從第一業主承讓有關物業者），須於成為業主時立即向管理人就其擁有的每個住宅單位或商業設施或公共停車場，支付一筆不可退款及不可轉讓、相當於按首年度預算應繳管理費一個月金額的款項，作為清拆廢料費用。任何未用於收集或清拆廢料的剩餘清拆廢料費用，須撥入本公契第(3:05:04)(d)(i)條所述特別基金的相關帳戶。
(d) (i) 管理人須設立並維持一個特別基金，該基金須設有以下獨立帳戶：
(4)（如適用）若非住宅地方分屬多重業權所有，而公共停車場與商業設施各自為單一業權，則須設有非住宅帳戶的特別基金，以應付非住宅地方的公用地方及公用設施的資本開支；該帳戶的供款須由非住宅地 方 的公共停車場及商業設施的業主按照本公契第(3:05:04)(d)(ii)條的規定共同承擔；

就本公契第(3:05:04)條而言，若第一業主與買方之間未就某單位簽訂轉讓契，該單位仍須視為未售出。」

公契第(4:02)條
「(b) 業主委員會之委員應包括：
(iii)如非住宅地方維持單一業權，則為代表非住宅地 方 的委員1名；或如非住宅地 方分屬多重業權所有，則為代表非住宅地 方商業設施的委員1名及代表非住宅地 方公共停車場的委員1名。
只要非住宅地 方屬單一業主擁有，代表非住宅地 方的業主委員會委員須由該非住宅地 方的業主委任，而該業主可視乎需要不時將該代表撤換或更替，惟須將撤換及更替通知送達業主委員會。只要商業設施屬單一業主擁有，代表商業設施的業主委員會委員須由該商業設施的業主委任，而該業主可視乎需要不時將該代表撤換及更替，惟須將撤換及更替通知送達業主委員會。代表公共停車場的業主委員會委員須由該公共停車場的業主委任，而該業主可視乎需要不時將該代表撤換及更替，惟須將撤換及更替通知送達業主委員會。」

公契第三附表第(2)條
「地段及發展項目不可分割份數以及各單位的專有持有、使用、佔用及享用權所受規限的地役權、權利及特權：
(d)在公共停車場的開放時間內，所有公眾人士有權免費進出及經過發展項目的相關部分，以前往及離開公共停車場或其任何部分。
惟管理人始終擁有完全權利及權力以管制及管理公用地方及公用設施。」

公契第四附表第(63)條
「按照政府批地文件特別條件第(38)條規定完成建造公共停車場後，公共停車場之業主須開始營運公共停車場，並其後在政府批地文件同意批予之期間內，始終自費持續營運、維持、保養、修葺、經營及管理該公共停車場及其所有組成部分或相關部分，且在任何時候之規模與方式均須令運輸署署長滿意，並在所有方面符合香港現時或日後不時生效之與公眾車輛停車場相關的一切法例、附例及規例。」

5. **停車資訊**
批地文件相關條款
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。」

公契相關條文
公契敘文(1)中「發展項目公用地方」的定義
「整個該地段及發展項目中沒有特別轉讓給或供個別業主獨家使用的，並設計或擬供業主公用及共享之部分（但不包括構成單位、住宅停車場公用地方或住宅公用地方的部分），包括但不限於 :-

(a) 該地段內之斜坡及擋土結構之部分（如有）；
(b) 消防升降機大堂及通往所需樓梯的防護門廊、車道、加壓風機房、排氣風機房及管道、垃圾收集車停車位、總錶房、高電壓電線立管房、花灑控制閥房、業主委員會辦公室、通風管道、設備運輸通道區域、特低電壓房及管道、管道槽、水錶櫃、各類建築服務之泵房及缸房（不包括構成住宅停車場公用地方或住宅公用地方的部分）、垃圾儲存及物料回收室、電房及管道、電錶房、頂層天台（平台）、電訊及廣播房、沖廁水錶房、水錶房、自動讀錶房、新鮮空氣管槽、消防控制室及管槽、緊急發電機房、消防喉轆空間、變壓器房、煤氣房、低壓開關房、樓梯加壓房及管槽、大堂加壓管槽、排氣管道、樓梯、升降機大堂、混凝土填充、加壓大堂及樓梯之排煙系統、電纜管道房、風道、電錶櫃、消防喉轆噴嘴及部分保養和維修通道；
(c) 停車資訊系統區域；
(d) 發展項目的外牆（不包括構成住宅公用地方或非住宅地方一部分之外牆）；

以及該地段及發展項目內設計或擬供業主公用及共享而非特別轉讓給或供個別業主獨家使用的《建築物管理條例》（第 344 章）附表 1 所指明的所有其他公用部分 （如有）（不屬於單位、住宅停車場公用地方或住宅公用地方的部分）。發展項目公用地方在公契附錄的圖則（經認可人士核證為準確）上為識別目的以黃色顯示。」

公契敘文(1)中「停車資訊」的定義
「即政府批地文件特別條件第(39)(a)(i)條所提述，並按政府批地文件特別條件第(39)(b)條規定及按其要求提供的停車資訊。」

公契敘文(1)中「停車資訊系統區域」的定義
「即政府批地文件特別條件第(39)(a)(i)條所述之停車資訊系統區域。」

公契第(3:02:01)條
「除本公契及《建築物管理條例》（第344章）另有明文規定外，管理人須負責並具有全權作出一切對發展項目之妥善及有效管理所必需或相關之行為及事情，尤其包括（但不限制前述的一般性的原則下）下列各項：
(az) 維持及管理停車資訊系統區域，以及根據政府批地文件特別條件第(39)(a)(i)條提供及安裝之設施、裝置及設備，使其保持良好及完備之維修狀況及狀態，以履行政府批地文件特別條件第(39)(b)條之責任，並令運輸署署長在各方面均感滿意；以及按運輸署署長不時以書面要求或指定之格式、時間及間隔，向運輸署署長提交或安排提交停車資訊。」

公契第(3:04:02)條
「所述預算須涵蓋與該地段及發展項目管理相關所產生的一切費用、開支及支出，包括（但不限制前述的一般性的原則下）下列項目：
(v) 依據第(3:02:01)(az)條就停車資訊系統區域、設施、裝置及設備以及停車資訊所產生之費用；」

6. **建造排水渠及渠道與接駁排水渠及污水渠**
批地文件相關條款
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。」

7. **食水供應自動讀錶外站**
批地文件相關條款
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。」

B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施的資料
不適用

C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地的大小的資料
不適用

D. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分的資料
不適用

就以上第A、B、C及D部所述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部分，公眾有權按照批地文件或撥出私人地方供公眾使用的契據(視屬何情況而定)使用該等設施或休憩用地，或土地中的該等部分。

就以上第B或C部所述的任何該等設施及休憩用地，該等設施或休憩用地按規定須由期數中的住宅物業的擁有人出資管理、營運或維持；及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施或休憩用地的部分開支。

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

1. Private Streets, Roads and Lanes

Relevant Proivisons under the Government Grant

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."

2. Green Area

Relevant Proivisons under the Government Grant

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."

3. Reserved Area

Relevant Proivisons under the Government Grant

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."

4. Public Vehicle Park

Relevant Proivisons under the Government Grant

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."

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."

Relevant Proivisons under the Deed of Mutual Covenant

Definition of "Non-residential Areas" in Recital (1) of the Deed of Mutual Covenant

"Those parts of the Development for non-industrial (excluding private residential, godown, hotel and petrol filling station) use in accordance with the Approved Plans and those parts of the Development ancillary thereto, comprising:

(a) the Commercial Accommodation; and

(b) the Public Vehicle Park.

The Non-residential Areas are for the purpose of identification shown and coloured Red, Red Double Line Hatched Black, Red Triple Line Hatched Black and Red Stippled Black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

Definition of "Public Vehicle Park" in Recital (1) of the Deed of Mutual Covenant

"The public vehicle park provided within the Lot in accordance with Special Condition No. (38) of the Government Grant comprising, without limitation, spaces for parking, turning circle, driveway, passages and plant rooms as for the purpose of identification shown and coloured Red Triple Line Hatched Black on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

Definition of "Unit" or "Units" in Recital (1) of the Deed of Mutual Covenant

"Each part of the Lot/the Development intended for separate use or occupation and of which the Owner, as between himself and Owners or occupiers of other parts of the Development, is entitled to the exclusive possession and for the avoidance of doubt including the Residential Units, the Residential Car Parks, the Non-residential Areas as a whole as and when it remains in single ownership, each of the Public Vehicle Park and the Commercial Accommodation in the Non-residential Areas in the event that the Non-residential Areas fall into multi-ownership whereby each of the Public Vehicle Park and the Commercial Accommodation is under single ownership, and the sub-divided units or parts in the Commercial Accommodation in the event that the Commercial Accommodation falls into multi-ownership."

Clause (3:05:01) of the Deed of Mutual Covenant

"(a) the Owners of each of the Units shall pay to the Manager monthly in advance the Management Fee in proportion to the Management Shares as set out in the Second Schedule hereto PROVIDED THAT no Owner shall be called upon to pay more than his appropriate shares of the Management Expenses as stated in the following:

(iv) in the event that the Non-residential Areas falls into multiple ownership whereby each of the Public Vehicle Park and the Commercial Accommodation is under single ownership, where any expenditure relates solely to or is solely for the benefit of both Public Vehicle Park and Commercial Accommodation of the Non-residential Areas (but does not relate solely to or is not solely for the benefit of any particular Unit thereof), the full amount of such expenditure shall be apportioned between the Owners of the Public Vehicle Park and the Commercial Accommodation of the Non-residential Areas in proportion to the number of Management Shares held by them;"

Clause (3:05:04) of the Deed of Mutual Covenant

"(c) Except where the First Owner has made payments in accordance with Clause (3:05:04)(e) of this Deed, each Owner (being the assignee from the First Owner) of Residential Unit or Commercial Accommodation or Public Vehicle Park in the Development shall immediately upon his becoming an Owner pay to the Manager such non-refundable and non-transferable sum equivalent to one month's Management Fee for each Residential Unit or Commercial Accommodation or Public Vehicle Park owned by him payable in accordance with the budget for the first year which shall be the debris removal charge. Any surplus debris removal charge not used for collection or removal of debris shall be credited to the relevant account of the Special Fund referred to in Clause (3:05:04)(d)(i) of this Deed.

(d) (i) There shall be established and maintained by the Manager one Special Fund with separate accounts as follows:

(4) (if applicable) in the event that the Non-residential Areas fall into multiple ownership whereby each of the Public Vehicle Park and the Commercial Accommodation is under single ownership, a non-residential account of the Special Fund for the purposes of meeting Capital Expenditure in respect of the common areas and the common facilities of the Non-residential Areas, the contribution of which shall be made by both Owners of the Public Vehicle Park and the Commercial Accommodation of the Non-residential Areas as provided in Clause (3:05:04)(d)(ii) of this Deed;

For the purpose of this Clause (3:05:04), a Unit shall be considered as remaining unsold where no assignment has been entered into between the First Owner and a purchaser in respect of such Unit."

Clause (4:02) of the Deed of Mutual Covenant

"(b) The members of the Owners' Committee shall be made up of:

(iii) if the Non-residential Areas remain in single ownership, 1 member as representative of the Non-residential Areas; or if the Non-residential Areas fall into multi-ownership, 1 member as representative of the Commercial Accommodation of the Non-residential Areas and 1 member as representative of the Public Vehicle Park of the Non-residential Areas.

So long as the Non-residential Areas are owned by a single Owner, the member of the Owners' Committee representing the Non-residential Areas shall be appointed by the Owner of the Non-residential Areas who may remove and replace the representative from time to time as the Owner of the Non-residential Areas shall see fit Provided that notice of removal and replacement shall be given to the Owners' Committee. So long as the Commercial Accommodation is owned by a single Owner, the member of the Owners' Committee representing the Commercial Accommodation shall be appointed by the Owner of the Commercial Accommodation who may remove and replace the representative from time to time as the Owner of the Commercial Accommodation shall see fit Provided that notice of removal and replacement shall be given to the Owners' Committee. The member of the Owners' Committee representing the Public Vehicle Park shall be appointed by the Owner of the Public Vehicle Park who may remove and replace the representative from time to time as the Owner of the Public Vehicle Park shall see fit Provided that notice of removal and replacement shall be given to the Owners' Committee."

Clause (2) of the Third Schedule to the Deed of Mutual Covenant

"Easements rights and privileges subject to which the Undivided Shares of and in the Lot and the Development and the exclusive right to hold use occupy and enjoy each Unit is held:-

(d) The right for all members of the public during such operation hours of the Public Vehicle Park to have free access to, from and through such parts or parts of the Development for the purposes of gaining access to and from the Public Vehicle Park or any part or parts thereof.

Provided always that the Manager shall have full right and authority to control and manage the Common Areas and the Common Facilities."

Clause (63) of the Fourth Schedule to the Deed of Mutual Covenant

"Upon completion of the Public Vehicle Park in compliance with Special Condition No. (38) of the Government Grant, the Owner of the Public Vehicle Park shall commence to operate the Public Vehicle Park and thereafter at all times during the term agreed to be granted by the Government Grant, 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 Commissioner for Transport 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."

5. Parking Information

Relevant Proivisons under the Government Grant

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; and

(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."

Relevant Proivisons under the Deed of Mutual Covenant

Definition of "Development Common Areas" in Recital (1) of the Deed of Mutual Covenant

"The whole of the Lot and the Development which are not otherwise specifically assigned to or for the exclusive use of an Owner and are designed or intended for common use and benefit of the Owners (which do not form part of the Units, the Residential Car Park Common Areas or the Residential Common Areas) and shall include but not limited to:-

(a) such part of the Slope and Retaining Structures (if any) within the Lot;

(b) the fireman's lift lobby and protected lobby to a required staircase, driveways, pressurization fan rooms, air release fan room and ducts, parking space for refuse collection vehicle, master meter room, high voltage cable riser room, sprinkler control valve room, owner's committee office, vent duct, plant delivery access areas, extra low voltage rooms and ducts, pipe ducts, water meter cabinets, pump rooms and tank rooms for various building services (which do not form part of the Residential Car Park Common Areas or the Residential Common Areas), refuse storage and material recovery chambers, electrical rooms and ducts, electrical meter rooms, top roofs (flat roofs), telecommunications and broadcasting rooms, flushing water meter room, water meter room, automatic meter reading room, fresh air ducts, fire service control room and ducts, emergency generator rooms, space for hose reels, transformer rooms, town gas rooms, low voltage switch rooms, staircase pressurization room and ducts, lobby pressurization ducts, exhaust air duct, staircases, lift lobby, concrete fill, smoke extraction system for pressurized lobby and staircase, electrical duct room, air duct, electrical meter cabinet, hose reel nozzle and part of the Maintenance and Repair Access;

(c) the Parking Information System Area;

(d) the External Walls of the Development (excluding those forming parts of the Residential Common Areas or parts of the Non-residential Areas);

and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Lot and the Development designed or intended for common use and benefit of the Owners and not otherwise specifically assigned to or for the exclusive use of an Owner (which do not form part of the Units, the Residential Car Park Common Areas or the Residential Common Areas). The Development Common Areas are for the purpose of identification shown and coloured Yellow on the plans (certified as to their accuracy by the Authorized Person) hereto annexed."

Definition of "Parking Information" in Recital (1) of the Deed of Mutual Covenant
"The Parking Information referred to in Special Condition No. (39)(a)(i) of the Government Grant and as required under and in accordance with Special Condition No. (39)(b) of the Government Grant."

Definition of "Parking Information System Area" in Recital (1) of the Deed of Mutual Covenant
"The Parking Information System Area referred to in Special Condition No. (39)(a)(i) of the Government Grant."

Clause (3:02:01) of the Deed of Mutual Covenant
"Save and except as otherwise expressly provided in this Deed and the provisions of the Building Management Ordinance (Cap.344), the Manager shall be responsible for and shall have full authority to do all such acts and things as may be necessary or requisite for and in connection with the proper and efficient management of the Development, including in particular but without in any way limiting the generality of the foregoing:-

(az) to maintain and manage the Parking Information System Area together with the Facilities, Installations and Equipment provided and installed pursuant to Special Condition No. (39)(a)(i) of the Government Grant in good and substantial repair and condition for the purposes of fulfilling the obligations under Special Condition No. (39)(b) of the Government Grant and in all respects to the satisfaction of the Commissioner for Transport and, to submit or cause to be submitted to the Commissioner for Transport the Parking Information in such format and at such time and intervals as the Commissioner for Transport may from time to time require or specify in writing;"

Clause (3:04:02) of the Deed of Mutual Covenant
"The said budgets shall cover all costs expenses and outgoings incurred in relation to the management of the Lot and the Development including without limiting the generality of the foregoing the following items:-

(v) the cost incurred in connection with the Parking Information System Area, the Facilities, Installations and Equipment and the Parking Information pursuant to Clauses (3:02:01)(az);"

6. Construction of Drains and Channels & Connecting Drains and Sewers
Relevant Proivisons under the Government Grant
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."

7. AMR Outstations
Relevant Proivisons under the Government Grant
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."

B. Information on any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the phase

Not applicable

C. Information on the size of any open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the phase

Not applicable

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

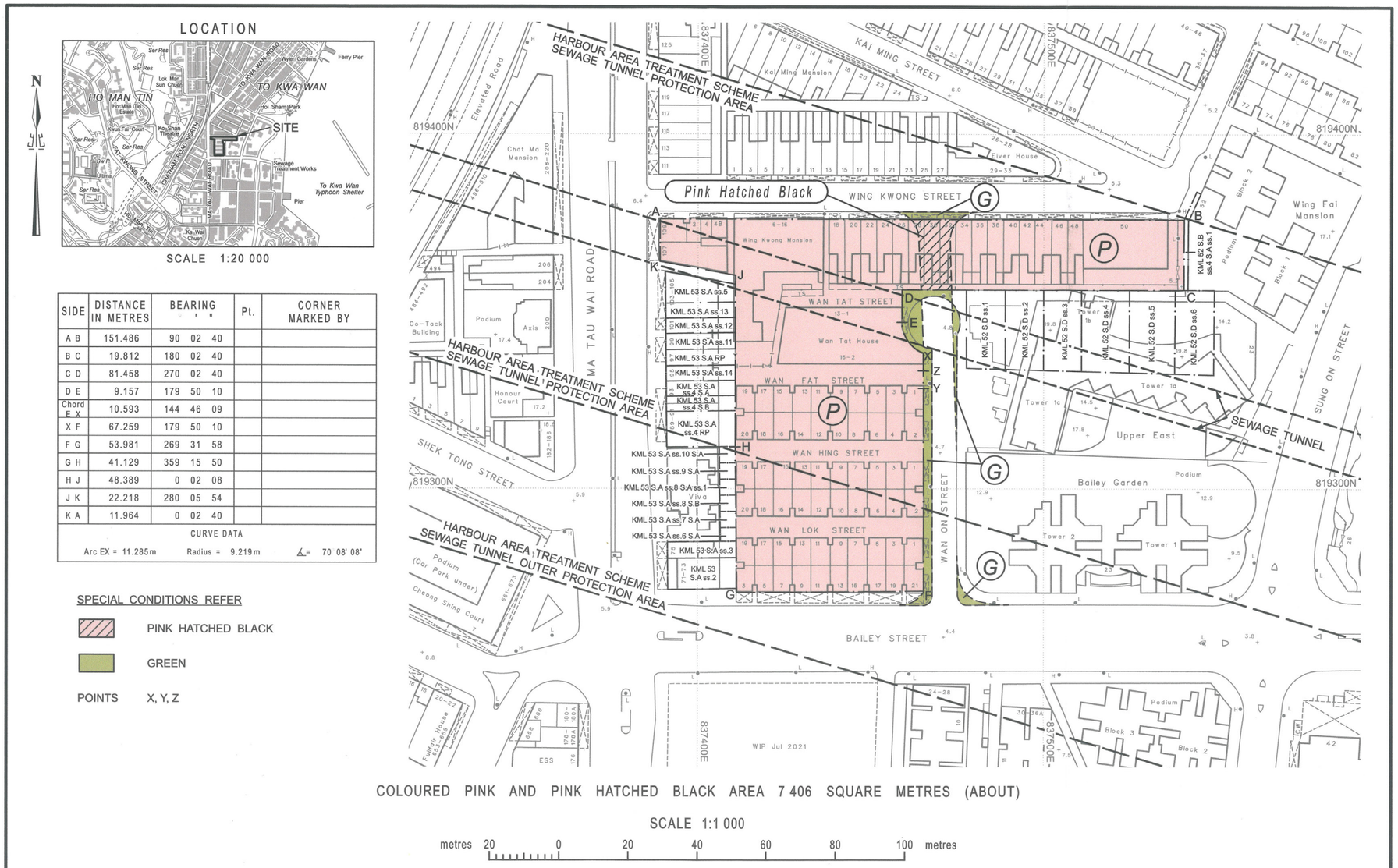
Not applicable

In relation to any of those facilities and open spaces, and those parts of the land, mentioned in Parts A, B, C and D above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant or the deed of dedication (as the case may be).

In relation to any of those facilities and open spaces mentioned in Parts B or C above, the facilities or open spaces are required to be managed, operated or maintained at the expense of the owners of the residential properties in the phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

摘錄自批地文件顯示綠色範圍及保留範圍的圖則

A Plan of the Green Area and Reserved Area extracted from the Land Grant



SIDE	DISTANCE IN METRES	BEARING ° ' "	Pt.	CORNER MARKED BY
A B	151.486	90 02 40		
B C	19.812	180 02 40		
C D	81.458	270 02 40		
D E	9.157	179 50 10		
Chord E X	10.593	144 46 09		
X F	67.259	179 50 10		
F G	53.981	269 31 58		
G H	41.129	359 15 50		
H J	48.389	0 02 08		
J K	22.218	280 05 54		
K A	11.964	0 02 40		

CURVE DATA

Arc EX = 11.285m Radius = 9.219m ∠ = 70 08' 08"

District Survey Office, Kowloon
Lands Department

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KOWLOON INLAND LOT No. 11279

File No. DSO/K 023/2016
Survey Sheet No. 11-NW-20D, 11-NE-16C
Layout Plan No. – – –
Reference Plan No. – – –
ALS Plan No. – – –
PLAN No. KL6877-D

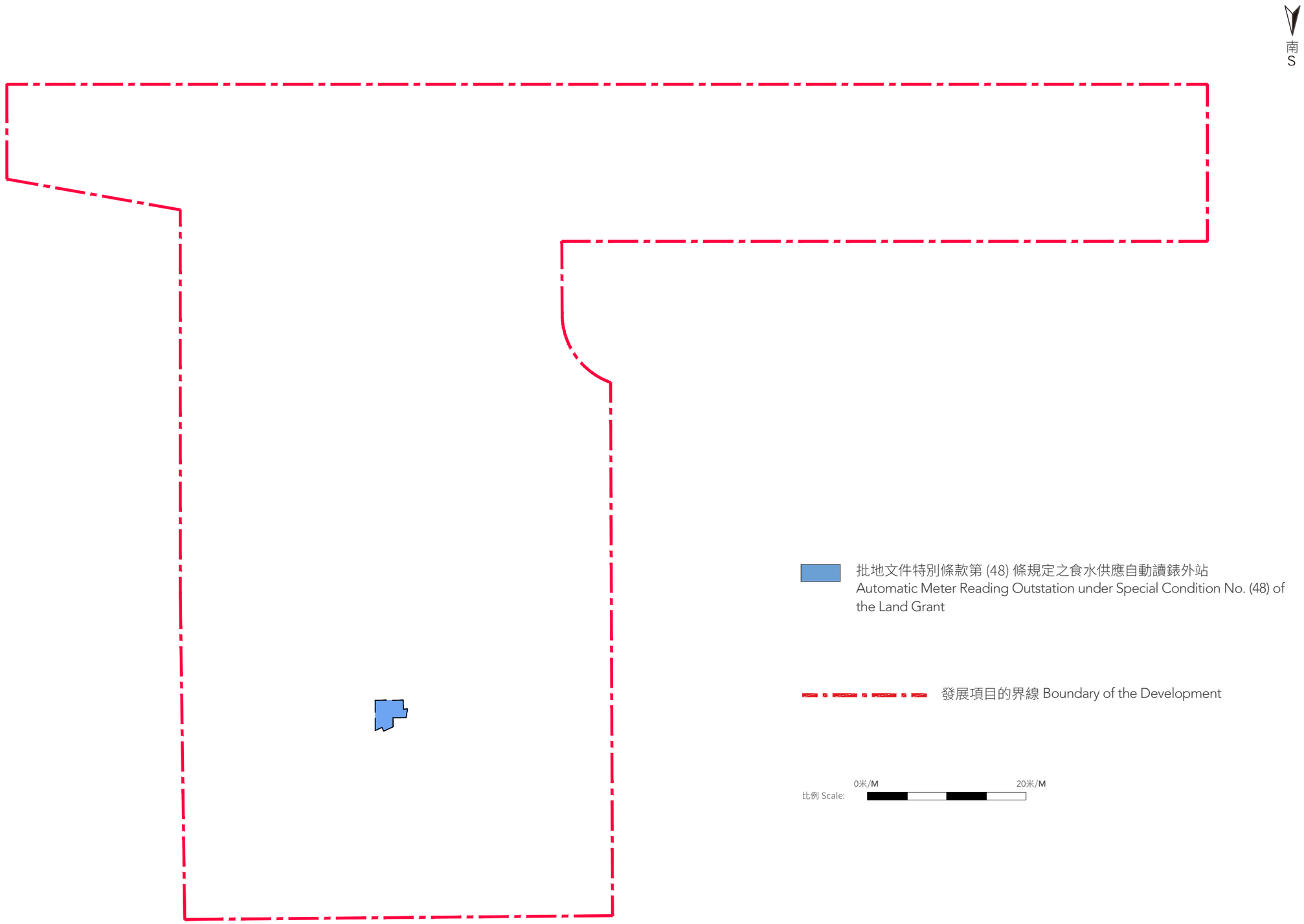
Date : 01/09/2021

圖例 NOTATION

批地文件特別條款第(14)條規定之保留範圍
Reserved Area under Special Condition No. (14) of the Land Grant

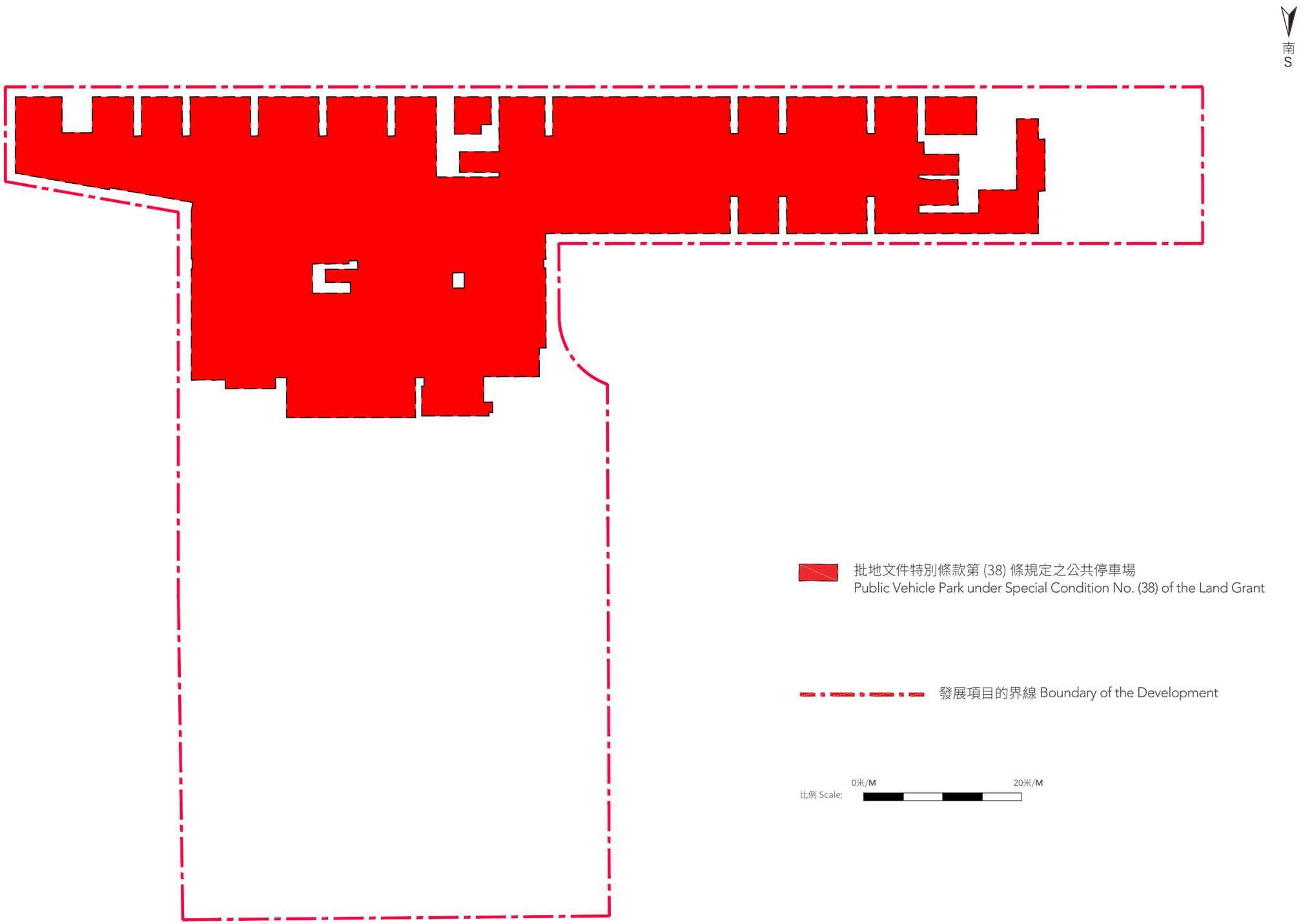
批地文件特別條款第(4)條規定之綠色範圍
Green Area under Special Condition No. (4) of the Land Grant

地庫1樓平面圖
Basement 1/F Floor Plan



備註： 本圖則旨在切實可行範圍內，盡量顯示本節所述的設施的位置。
Note: This plan is for showing the location of those facilities mentioned in this section as far as it is practicable to do so.

地庫2樓平面圖
Basement 2/F Floor Plan



備註： 本圖則旨在切實可行範圍內，盡量顯示本節所述的設施的位置。
Note: This plan is for showing the location of those facilities mentioned in this section as far as it is practicable to do so.