

SUMMARY OF LAND GRANT

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1. The Development is situated on Tsuen Wan Town Lot No.417 (“**the lot**”).
2. The lot is held from the Government under New Grant No.21397 dated 19th April 2012 (“**the Land Grant**”) for a term of 50 years from 19th April 2012 and expiring on 18th April 2062.

3. **User**

Special Condition No.(22)

- (a) Subject to these Conditions and in particular subject to sub-clause (b) of this Special Condition No.(22) of the Land Grant, the lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, hotel and petrol filling station) purposes.
- (b) Without prejudice to the generality of sub-clause (a) of Special Condition No.(22) of the Land Grant, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended to be used in accordance with these Conditions, the Approved Building Plans, the Approved Landscape Master Plan referred to in Special Condition No.(24) of the Land Grant.

Special Condition No.(52)

The Grantee (as defined in General Condition No.12(a) of the Land Grant) shall not permit or suffer any hawker to carry on business within the lot and the Covered Footbridges (as defined in Special Condition No.(36)(a)(i) of the Land Grant) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot and the Covered Footbridges shall be displayed prominently by the Grantee near all entrances to the lot. For the purposes of these Conditions, “hawker” shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Cap.132), any regulations made thereunder and any amending legislation provided that for the purpose of this Special Condition the words “in any public place” shall be omitted from paragraph (a) of such definition and shall be substituted by the words “within the lot and the Covered Footbridges”.

Special Condition No.(55)

No rock crushing plant shall be permitted on the lot without the prior written approval of the Director (as defined in General Condition No.(4) of the Land Grant).

Special Condition No.(64)

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.

4. **Indemnity by Grantee**

General Condition No.4

The Grantee by the Land Grant indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses, losses (whether financial or otherwise) and claims whatsoever and howsoever arising from any breach of these Conditions or any damage or soil and groundwater contamination caused to adjacent or adjoining land or to the lot where such damage or soil and groundwater contamination has, in the opinion of the Director, 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.

5. **Maintenance**

General Condition No.6

- (a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions:
- (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto; and
- (ii) maintain all buildings erected or which may after the date of the Land Grant 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.

6. **Private streets, roads and lanes**

General Condition No.8

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

7. **Green Area and Green Stippled Black Area**

Special Condition No.(4)

- (a) The Grantee shall :
- (i) within 84 calendar months from the date of the Land Grant, or such other extended periods 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 to the Land Grant (hereinafter referred to as “**the Green Area**”); and
- (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “**the Green Area Structures**”)
- so that building, vehicular and pedestrian traffic may be carried on the Green Area;

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- (ii) within 84 calendar months from the date of the Land Grant, or such other extended periods 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;
- (iii) on or before the 31st day of March 2016, or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director :
 - (I) lay and form those portions of future public roads shown coloured green stippled black on the plan annexed to the Land Grant (hereinafter referred to as “**the Green Stippled Black Area**”); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “**the Green Stippled Black Area Structures**”)so that building, vehicular and pedestrian traffic may be carried on the Green Stippled Black Area;
- (iv) on or before the 31st day of March 2016, or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Stippled Black 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
- (v) maintain at his own expense the Green Area and the Green Stippled Black Area together with the Green Area Structures and the Green Stippled Black Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein to the satisfaction of the Director until such time as possession of the Green Area and the Green Stippled Black Area or any part or parts thereof have been re-delivered in accordance with Special Condition No.(5) of the Land Grant.

Special Condition No.(5)

- (b) The Green Stippled Black Area shall be re-delivered to the Government on demand on the 31st day of March 2016 or such other later date as specified in a letter by the Director for the construction of Tsuen Wan Road and its future extension. For the purpose of these Conditions, “Tsuen Wan Road and its future extension” means “Tsuen Wan Road and Tsuen Wan Bypass Project”.
- (c) Subject to sub-clause (b) of Special Condition No.(5) of the Land Grant, the Green Area and the Green Stippled Black Area or part or parts thereof shall be re-delivered to the Government on demand and in any event the Green Area and the Green Stippled Black Area 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 and the Green Stippled Black Area or any part or parts thereof allow free access over and along the Green Area and the Green Stippled Black Area or such part or parts thereof 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) of the Land Grant or otherwise.

Note: Pursuant to an Extension Letter issued by the Director of Lands dated 29 January 2014 (“**the Extension Letter**”), the date for fulfilment of the Grantee’s obligation in respect of the Green Stippled Black Area under Special Condition Nos.(4)(a)(iii) and (4)(a)(iv) of the Land Grant has been extended to the 30th day of April 2018 or such earlier date as shall be specified in a letter by the Director of Lands giving to the Grantee not less than eighteen calendar months prior to such earlier date. The Extension Letter further stipulates that notwithstanding the re-delivery date as mentioned in Special Condition No.(5)(b) of the Land Grant, the Green Stippled Black Area shall be re-delivered to the Government on demand on the date(s) to be specified

in a letter or letters by the Director of Lands subject always to the deemed re-delivery as mentioned in Special Condition No.(5)(c) of the Land Grant.

8. Edged Red Area and Edged Green Area

Special Condition No.(8)

- (a) The Grantee shall :

- (i) on or before the 31st day of March 2016 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Commissioner for Transport and the Director design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner in accordance with these Conditions, the Technical Schedules annexed to the Land Grant (hereinafter referred to as “**the Technical Schedules**”) and the plans approved under Special Condition No.(12) of the Land Grant a public transport interchange (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may determine whose determination shall be conclusive and binding on the Grantee) (hereinafter referred to as “**the Reprovision PTI**”) on the area shown coloured edged red on the plan annexed to the Land Grant (hereinafter referred to as “**the Edged Red Area**”);
- (ii) within 36 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director of Food and Environmental Hygiene and the Director design, erect, construct, provide, complete and make fit for occupation and operation in a good workmanlike manner in accordance with these Conditions, the Technical Schedules and the plans approved under Special Condition No.(12) of the Land Grant a refuse collection point (hereinafter referred to as the “**the Reprovision RCP**”) with a net operational floor area of not less than 446 square metres on the area shown coloured edged green on the plan annexed to the Land Grant (hereinafter referred to as “**the Edged Green Area**”); and
- (iii) at his own expense uphold, manage, maintain, clean and repair the Edged Red Area and the Edged Green Area together with all structures and services provided and installed thereon or therein in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Edged Red Area and the Edged Green Area together with all structures and services provided and installed thereon or therein shall be delivered to the Government in accordance with Special Condition No.(9)(b) of the Land Grant.

Special Condition No.(9)

- (b) (i) The Edged Red Area together with the Reprovision PTI in respect of which a certificate of completion shall have been issued under Special Condition No.(16)(b) of the Land Grant shall be re-delivered to the Government on demand on the 31st day of March 2016 or such other later date as may be approved by the Director with vacant possession, free of cost and consideration and free of incumbrances at the expense of the Grantee for the construction of Tsuen Wan Road and its future extension or such other purpose as the Government may see fit 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.
- (ii) The Edged Green Area together with the Reprovision RCP in respect of which a certificate of completion shall have been issued under Special Condition No.(16)(b) of the Land Grant shall be re-delivered to the Government on demand within 36 calendar months from the date of the Land Grant or such other extended periods as may be approved by the Director with vacant possession, free of cost and consideration and free of incumbrances at the expense of the Grantee and in any event shall be deemed to have been re-delivered

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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.

Special Condition No.(19)

- (a) Without prejudice to the provisions of Special Condition No.(17) of the Land Grant, the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(17)(a) of the Land Grant, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Reprovision PTI and the Reprovision RCP and the building services installations therefor.
- (b) For the purpose of Special Condition Nos.(8) to (19) of the Land Grant, the expression “Grantee” shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) of the Land Grant.

Note: Pursuant to the Extension Letter, the date for fulfilment of the Grantee’s obligation in respect of the Edged Red Area under Special Condition No.(8)(a)(i) of the Land Grant has been extended to the 30th day of April 2018 or such earlier date as shall be specified in a letter by the Director of Lands giving to the Grantee not less than eighteen calendar months prior to such earlier date. The Extension Letter further stipulates that notwithstanding the re-delivery date as mentioned in Special Condition No.(9)(b)(i) of the Land Grant, the Edged Red Area together with the Reprovision PTI shall be re-delivered to the Government on demand on the date(s) to be specified in a letter or letters by the Director of Lands subject always to the deemed re-delivery as mentioned in Special Condition No.(9)(b)(i) of the Land Grant.

9. Building Covenant

Special Condition No.(21)

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 30th day of June 2019.

10. Preservation of trees

Special Condition No.(23)

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.

11. Landscaping

Special Condition No.(24)

- (a) The Grantee shall at his own expense submit to the Director of Planning for his approval a landscape master plan indicating the location, disposition and layout of the landscaping works to be provided within the lot in compliance with the requirements stipulated in sub-clause (b) of the Special Condition No.(24) of the Land Grant. No site formation works other than the Permitted Works (as defined in Special Condition No.(12)(b) of the Land Grant) shall be commenced on the lot or any part thereof until the landscape master plan has been approved in writing by the Director of Planning and consent, if required, has been granted in respect of the proposals for the preservation of trees under Special Condition No.(23) of the Land Grant.
- (b) (i) Not less than 20% of the area of the lot shall be planted with trees, shrubs or other plants.
- (iii) Not less than 50% of the 20% referred to in sub-clause (b)(ii) of Special Condition No.(24) of the Land Grant (hereinafter referred to as “**the Greenery Area**”) shall be provided at such location or level as may be determined by the Director at his sole discretion so that the Greenery Area shall be visible to pedestrians or accessible by any person or persons entering the lot.

- (iv) The decision of the Director on which landscaping works proposed by the Grantee constitutes the 20% referred to in sub-clause (b)(ii) of Special Condition No.(24) of the Land Grant shall be final and binding on the Grantee.

- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan (hereinafter referred to as “**the Approved Landscape Master Plan**”) in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the Approved Landscape Master Plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.
- (e) The area or areas landscaped in accordance with this Special Condition shall be designated as and form part of the Common Areas referred to in Special Condition No.(41)(a)(v) of the Land Grant.

12. Development conditions

Special Condition No.(25)

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

- (a) the Grantee shall only erect, construct, provide and maintain upon the lot the following accommodation and facilities:
- (i) accommodation and facilities for private residential purposes (hereinafter referred to as “**the Residential Accommodation**”) with a total gross floor area of not more than 66,114 square metres;
- (ii) accommodation and facilities for non-industrial (excluding private residential, godown, hotel and petrol filling station) purpose (hereinafter referred to as “**Other Accommodation**”) with a total gross floor area of not more than 11,210 square metres; and
- (iii) the Public Carpark (as defined in Special Condition No.(42)(a) of the Land Grant) with a total gross floor area of not more than 3,200 square metres;
- (e) (i) the total number of residential units erected or to be erected on the lot shall not be less than 942; and
- (ii) out of the total number of residential units provided under sub-clause (e)(i) of Special Condition No.(25) of the Land Grant, not less than 588 residential units each shall be in the size of not exceeding 50 square metres in saleable area.

13. Existing Facilities

Special Condition No.(26)

- (a) (i) The Grantee acknowledges that :
- (I) there is an existing refuse collection point within the Green Area at the approximate position as shown and marked “EXISTING RCP” on the plan annexed to the Land Grant (hereinafter referred to as “**the Existing RCP**”); and
- (II) there is a public carpark in the Tsuen Wan Transport Complex at the approximate position as shown and marked “EXISTING PUBLIC CARPARK” on the plan annexed to the Land Grant (hereinafter referred to as the “**Existing Public Carpark**”) and a Green Minibus Terminus and taxi pick up/drop off area at the approximate position as shown and marked “EXISTING GMB TERMINUS” on the plan annexed to the Land Grant (hereinafter collectively referred to as “**the Existing GMB Terminus**”) within the lot, the Green Area, the Green Stippled Black Area and the Edged Red Area.
- (ii) The Grantee shall not interfere with the use by the public and the operation of the Existing RCP and no works that may affect the operation of the Existing RCP shall be carried out except with the prior written

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approval of the Director of Food and Environmental Hygiene. The Existing RCP shall remain in operation until the Reprovision RCP is completed and made fit for occupation and operation to the satisfaction of the Director of Food and Environmental Hygiene and the Director and open for use by the public.

- (iii) The Grantee shall not interfere with the use by the public and the operation of the Existing Public Carpark and the Existing GMB Terminus and no works that may affect the operation of the Existing Public Carpark and the Existing GMB Terminus shall be carried out except with the prior written approval of the Commissioner for Transport.
- (iv) The Existing Public Carpark shall remain in operation and open for use by the public until the Temporary Public Carpark referred to in Special Condition No.(28) of the Land Grant is completed and made fit for occupation and operation in all respects to the satisfaction of the Commissioner for Transport and the Director and open for use by the public.
- (v) The Existing GMB Terminus shall remain in operation and open for use by the public until the Reprovision PTI or the Temporary PTI (as defined in Special Condition No.(27)(a) of the Land Grant) (whichever is the earlier) is completed and made fit for occupation and operation to the satisfaction of the Commissioner for Transport and the Director and open for use by the public.
- (c) (i) The Grantee shall at all times during the period of operation of the Existing RCP at his own expense maintain in a good and substantial condition and state of repair the Existing RCP in all respects to the satisfaction of the Director and the Grantee shall bear all costs and expenses incurred in connection with the structural maintenance of the Existing RCP, (including but not limited to costs incurred in repairing and replacing electrical and mechanical facilities as and when the Director of Food and Environmental Hygiene thinks fit but excluding the payment of electricity consumption and without prejudice to any prior agreement made between the Government and the Grantee).
- (ii) The Grantee shall at all times during the period of operation of the Existing Public Carpark at his own expense maintain in a good and substantial condition and state of repair the Existing Public Carpark in all respects to the satisfaction of the Director and the Grantee shall bear all costs and expenses incurred in connection with the structural maintenance of the Existing Public Carpark and such other maintenance works as directed by the Director (but excluding the payment of electricity consumption and costs of cleaning for the Existing Public Carpark and without prejudice to any prior agreement made between the Government and the Grantee).
- (iii) The Grantee shall at all times during the period of operation of the Existing GMB Terminus at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Existing GMB Terminus (including general cleaning of the footpaths, platforms, carriageways and other facilities) in all respects to the satisfaction of the Director and the Grantee shall bear all costs incurred in connection with the operation of the Existing GMB Terminus, including payment of the electricity consumption for the closed-circuit television system, lighting, ventilation and street furniture but without prejudice to any prior agreement made between the Government and the Grantee.
- (e) The Grantee shall allow unrestricted and free access to the Existing RCP, the Existing Public Carpark and the Existing GMB Terminus for all Government and public vehicular traffic and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislation.
- (f) (i) Upon completion of the Reprovision RCP, the Temporary Public Carpark (as defined in Special Condition No.(28)(a)(i) of the Land Grant), and the Temporary PTI (as defined in Special Condition No.(27)(a) of the Land Grant) or the Reprovision PTI, the Grantee shall at his own expense relocate the Existing RCP, the Existing Public Carpark and the Existing GMB Terminus respectively to the Reprovision RCP, the Temporary Public Carpark, the Temporary PTI or the Reprovision PTI.

- (ii) The Grantee shall at his own expense, within 12 calendar months from the respective dates of completion of the Reprovision RCP, the Temporary Public Carpark (as defined in Special Condition No.(28)(a)(i) of the Land Grant), the Reprovision PTI or the Temporary PTI (as defined in Special Condition No.(27)(a) of the Land Grant) (whichever is the earlier) demolish and remove the Existing RCP, the Existing Public Carpark and the Existing GMB Terminus in all respects to the satisfaction of the Director.

- (j) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) of the Land Grant.

14. Temporary PTI

Special Condition No.(27)

- (a) The Grantee shall within such time limit as shall be specified by the Director at the Grantee's own expense and in all respects to the satisfaction of the Commissioner for Transport design, erect, construct, provide, complete and make fit for occupation and operation and thereafter maintain a temporary public transport interchange with provision of ancillary facilities (including but not limited to drainage, lighting, ventilation, traffic aids, guard railings, passenger queue railings, passenger shelters and necessary connections) within the lot or the Edged Red Area or such other location or locations, in such manner with such materials and to such standards, levels, alignment and design as shall be required and approved by the Commissioner for Transport (hereinafter referred to as "**the Temporary PTI**").
- (b) The Temporary PTI shall remain in operation for public use until the Reprovision PTI has been completed and made fit for occupation and operation and is open for public use in accordance with these Conditions or until such other date as may be approved by the Director.
- (c) The Temporary PTI shall not be used for any other purposes other than for the purposes of the unrestricted use by the public as green minibus terminus and taxi pick up/drop off area.
- (e) The Grantee shall allow unrestricted and free access to the Temporary PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislation.
- (i) For the purpose of sub-clause (a) of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) of the Land Grant.

15. Temporary Public Carpark

Special Condition No.(28)

- (a) The Grantee shall:
 - (i) within 18 calendar months from the respective dates on which possession of the area shown coloured stippled blue and the areas shown coloured hatched blue on the plan annexed to the Land Grant (hereinafter referred to as "**the Stippled Blue Area**" and "**the Hatched Blue Areas**" respectively) is granted in accordance with sub-clause (e)(i) of this Special Condition or such other extended periods as may be approved in writing by the Director, at his own expense and in all respects to the satisfaction of the Commissioner for Transport and the Director design, erect, construct, complete and make fit for occupation and operation in such manner with such materials and to such standards, levels, alignment and design as the Commissioner for Transport and the Director shall approve a temporary public carpark (including the provision and construction of such culverts, viaducts, sewers, drains, pavements, stairs, platform, street lights, building services installations and system or such other facilities or structures as the Commissioner for Transport and the Director in their sole discretion may determine whose determination shall be conclusive and binding on the Grantee) within

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the Stippled Blue Area and the Hatched Blue Areas (hereinafter referred to as "**the Temporary Public Carpark**"); and

- (ii) at his own expense uphold, operate, manage, maintain, clean and repair the Temporary Public Carpark in good substantial repair and condition in all respects to the satisfaction of the Commissioner for Transport and the Director until such time as possession of the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (e) of this Special Condition.
- (e) (ii) The Stippled Blue Area or any part or parts thereof shall be re-delivered by the Grantee to the Government on demand on or before the 31st day of December 2016 or such other later date as specified in writing by the Director without any payment or compensation to the Grantee and in any event the Stippled Blue Area 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.
- (iii) The Hatched Blue Areas or any part or parts thereof shall be re-delivered by the Grantee to the Government on demand on a date or dates as specified in writing by the Director without any payment or compensation to the Grantee and in any event the Hatched Blue Areas 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.
- (iv) The Grantee shall, if so required by the Director, at his own expense before re-delivering the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof reinstate and remove all structures or fixtures or additions including foundation, paving or other surfacing which is then standing on or forms part of the Stippled Blue Area and the Hatched Blue Areas or any part or parts thereof (irrespective of whether they were erected or installed by the Grantee) but excluding structures and foundation of the Tsuen Wan Road and its future extension, make good and repair in a proper and workmanlike manner any damage to the Stippled Blue Area and the Hatched Blue Areas and thereafter landscape the Stippled Blue Area and the Hatched Blue Areas in all respects to the satisfaction of the Director.
- (i) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns but shall include the assignee under Special Condition No.(39)(b) of the Land Grant.

Note: The Vendor has not yet received any demand from the Government for re-delivery of the Stippled Blue Area and the Hatched Blue Areas. Pursuant to a letter issued by the Lands Department dated 23 December 2016, the re-delivery date of the Stippled Blue Area is tentatively in mid-2018.

16. Recreational facilities

Special Condition No.(30)

- (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.
- (c) In the event that any part of the Facilities is exempted from the gross floor area calculation pursuant to sub-clause (b) of Special Condition No.(30) of the Land Grant (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.(41)(a)(v) of the Land Grant;
 - (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.

17. Pedestrian Link, Pedestrian Walkway and Covered Footbridge

Special Condition No.(34)

- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, passenger lifts, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of Special Condition No.(34) of the Land Grant at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as may be required or approved by the Director. The said segregated pedestrian ways or paths together with such stairs, ramps, passenger lifts, lightings and escalators are hereinafter collectively referred to as "**the Pedestrian Link**".
- (b) The Pedestrian Link shall follow the shortest possible routes and shall be covered and constructed and designed so as to:
 - (i) link up each and every building to be erected on the lot at such locations and levels of the building as may be required or approved by the Director; and
 - (ii) link up all major facilities within the lot including the Other Accommodation, residential blocks, the Pedestrian Walkway (as defined in Special Condition No.(35) of the Land Grant) and the Covered Footbridges (as defined in Special Condition No.(36)(a)(i) of the Land Grant).
- (c) The Grantee shall throughout the term of the Land Grant agreed to be granted manager and maintain at his own expense the Pedestrian Link in good and substantial repair and condition to the satisfaction of the Director.

Special Condition No.(35)

- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot and any building or buildings erected or to be erected thereon a pedestrian walkway which shall comprise such escalators, passenger lifts, staircases, ramps or such other structures as may be approved or required by the Director so as to link up the Covered Footbridges (as defined in Special Condition No.(36)(a)(i) of the Land Grant), the ground level of the lot and the pavements at street level adjacent to the lot (which pedestrian walkway is hereinafter referred to as "**the Pedestrian Walkway**"). The Pedestrian Walkway (excluding the escalators, passenger lifts, staircases, ramps and other structures) shall have a clear internal width of not less than 6 metres. The Grantee shall submit a plan indicating the routing of the Pedestrian Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level shall be final and binding upon the Grantee.
- (b) The Grantee shall throughout the term hereby agreed to be granted keep the Pedestrian Walkway open for the use by the public 24 hours a day on foot or by wheelchair for all lawful purposes free of charge and without any interruption.

Special Condition No.(36)

- (a) (i) The Grantee shall within 84 calendar months from the date of the Land Grant, or such other extended periods as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director erect, provide and construct five single storey covered footbridges in the approximate positions shown and marked "FB1", "FB2", "FB3", "FB4" and "FB5" on the plan annexed to the Land Grant (hereinafter respectively referred to as "FB1", "FB2", "FB3", "FB4" and "FB5" and collectively referred to as "**the Covered Footbridges**") together with all supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the Covered Footbridges) as shall be required or approved by the Director. The Covered Footbridges shall be constructed in such manner with such materials and to such standards, levels, alignment, disposition and designs as shall be required and approved by the Director including but not limited to the provision and construction of such supports, ramps, associated staircases and landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require.

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- (c) (i) The Covered Footbridges shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (iv) The Grantee shall open the covered footbridges "FB2", "FB3", "FB4" and "FB5" 24 hours a day and open the covered footbridge "FB1" at all reasonable times during the day and night throughout the period during which the Covered Footbridges are in existence and permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridges.
- (e) Notwithstanding anything to the contrary contained in these Conditions, throughout the term hereby agreed to be granted the Grantee shall at his own expense manage and maintain the Covered Footbridges, any replacement or substitution thereof in good and substantial repair and condition in all respects to the satisfaction of the Director.
- (f) In the event of any redevelopment of the lot or any part thereof whereby the Covered Footbridges or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge or a part or parts thereof with such design, materials and at such width, levels and positions as the Director shall approve or require.

18. **Public Carpark**

Special Condition No.(42)

- (a) (i) The Grantee shall within 84 calendar months from the date of this Agreement, or such other extended periods as may be approved by the Director, at his own expenses and in all respects to the satisfaction of the Director design, erect, construct and provide a fee-paying car park for public use at all times on an hourly, daily or other bases together with adequate means of access and circulation spaces (which car park is hereinafter referred to as "**the Public Carpark**") within the lot in a good workmanlike manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in accordance with these Conditions.
- (ii) The Public Carpark shall contain
 - (I) 100 covered spaces or such number of spaces as may be approved by the Director for the parking of motor vehicles as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation; and
 - (II) 13 covered spaces or such number of spaces as may be approved by the Director for the parking of motor cycles as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation.
- (iii) The spaces provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b) (i) Out of the spaces provided under sub-clause (a)(ii)(I) of this Special Condition, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the rate of not less than one space out of the spaces provided in accordance with sub-clause (a)(ii)(I) of this Special Condition or such other number of space as may be approved by the Director.
- (ii) The spaces to be provided under sub-clause (b)(i) of this Special Condition shall be located at such position and level as shall be approved in writing by the Director.

- (iii) The spaces provided under (b)(i) of this Special Condition shall not be used for any purpose other than for the parking of the motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (f) The Grantee shall, after the completion of the Public Carpark, at his own expense open and commence to operate the Public Carpark, and throughout the term hereby agreed to be granted, continue to operate, manage and maintain the Public Carpark and its associated structures in good and substantial repair and condition at all times on a scale, in a manner and in all respects to the satisfaction of the Director and in accordance with all Ordinances, any regulations made thereunder and any amending legislation.

19. **Parking, loading and unloading requirements**

Special Condition No.(45)

- (a) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees (hereinafter referred to as "**the Residential Parking Spaces**") at a rate 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 in Special Condition No.(45)(a)(i) of the Land Grant unless the Director consents to a rate for or to a number of Residential Parking Spaces different from those set out in the said table Provided that a minimum of 85 Residential Parking Spaces shall be provided within the lot if the calculation at the rate as referred to in the said table shall produce a fewer number of such spaces.
- (iii) If more than 75 residential units are provided in any block of residential units erected or to be erected on the lot, additional spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the bona fide guests, visitors or invitees of the residents of the residential units in the building or buildings erected or to be erected on the lot shall be provided at a rate of 2.5 spaces for every such block of residential units or at such other rates as may be approved by the Director subject to a minimum of one space being provided for each block of residential units and provided further that a minimum of 13 spaces shall be provided within the lot if the calculation at the rate referred to in this sub-clause shall produce a fewer number of such spaces.
- (b) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor vehicles at the rate of one space for every 300 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for the Other Accommodation purposes unless the Director consents to another rate.
- (iii) The spaces provided under sub-clause (b)(i) of Special Condition No.(45) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in the said sub-clause (b)(i) and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c) (i) Out of the spaces provided in sub-clauses (a) and (b) of Special Condition No.(45) of the Land Grant, the Grantee shall reserve and designate spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates or at such other rates as may be approved by the Director:

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- (I) not less than one space for every 200 spaces provided in accordance with sub-clause (a)(i) of Special Condition No.(45) of the Land Grant or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated);
 - (II) not less than one space for every 200 spaces provided in accordance with sub-clause (b)(i) of Special Condition No.(45) of the Land Grant or part thereof if such part exceeds 100 spaces (subject to a minimum of one space being reserved and designated); and
 - (III) one space out of the spaces provided in accordance with sub-clause (a)(iii) of Special Condition No.(45) of the Land Grant.
- (iii) The spaces provided under sub-clause (c)(i) of Special Condition No.(45) of the Land Grant shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (d) (i) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, at the following rates unless the Director consents to another rate:
- (I) 10% of the total number of Residential Parking Spaces required to be provided under sub-clause (a)(i) of Special Condition No.(45) of the Land Grant and of the spaces required to be provided under sub-clause (a)(iii) of Special Condition No.(45) of the Land Grant (hereinafter collectively referred to as “**the Residential Motor Cycle Parking Spaces**”); and
 - (II) 10% of the total number of spaces required to be provided under sub-clause (b)(i) of Special Condition No.(45) of the Land Grant;
- provided that if the number of spaces to be provided is a decimal number, the same shall be rounded up to the next whole number.
- (ii) The Residential Motor Cycle Parking Spaces shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (iii) The spaces provided under sub-clause (d)(i)(II) of Special Condition No.(45) of the Land Grant shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purposes stipulated in sub-clause (b)(i) of Special Condition No.(45) of the Land Grant and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (e) Spaces shall be provided within the lot to the satisfaction of the Director for the parking of bicycles belonging to the residents of the residential units in the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees at a rate of one space for every 15 units or part thereof for those residential units, size of each residential unit is less than 70 square metres or at such other rates as may be approved by the Director.

Special Condition No.(46)

- (a) Spaces shall be provided within the lot to the satisfaction of the Director for the loading and unloading of goods vehicles at the following rates:
- (i) one space for every 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 1,800 square metres or part thereof of the gross floor area of the building or buildings erected or to be erected on the lot to be used for Other Accommodation (as defined in Special Condition No.(25)(a)(ii) of the Land Grant) excluding any floor area to be used for such loading and unloading purposes and for parking.

Special Condition No.(49)

- (a) The Residential Parking Spaces and the Residential Motor Cycle Parking Spaces shall not be:
- (i) assigned except:
 - (I) together with undivided shares in the lot giving the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (II) to a person who is already the owner of undivided shares in the lot with the right of exclusive use and possession of a residential unit or units in the building or buildings erected or to be erected on the lot; or
 - (ii) underlet except to residents of the residential units in the building or buildings erected or to be erected on the lot.

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

Special Condition No.(50)

The spaces provided within the lot in accordance with Special Condition Nos.(45)(a)(iii), (45)(e) and (46) of the Land Grant shall be designated as and form part of the Common Areas.

20. Cutting away

Special Condition No.(53)

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

Special Condition No.(54)

- (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, landslide or subsidence occurring thereafter. The Grantee shall at all times during

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the term agreed to be granted by the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director.

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

21. **Anchor maintenance**

Special Condition No.(56)

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.

22. **Spoil or debris**

Special Condition No.(57)

- (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 (“**the Government properties**”), the Grantee shall at his own expense remove the waste from and make good any damage done to the Government properties. The Grantee shall indemnify the Government all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion, washing down or dumping.

23. **Damage to Services**

Special Condition No.(58)

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 (“**the Works**”), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area or the Green Stippled Black Area or the Edged Red Area or the Edged Green Area or the Stippled Blue Area or the Hatched Blue Areas

(as defined in the Land Grant and shown on the plan annexed to the Land Grant) or any combination of any of them or any part thereof (collectively “**the Services**”). The Grantee shall prior to carrying out any of the Works make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Services, and shall submit his proposals for dealing with any of the Services which may be affected by the Works in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the Works and to such aforesaid proposals. The Grantee shall comply with and at his expense meet any requirements which may be imposed by the Director in respect of the Services in granting the aforesaid approval, including the cost of any necessary diversion, relaying or reinstatement. The Grantee shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage, disturbance or obstruction caused to the lot or any part thereof or the Green Area or the Green Stippled Black Area or the Edged Red Area or the Edged Green Area or the Stippled Blue Area or the Hatched Blue Areas or any combination of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Grantee shall pay to the Government on demand the cost of such works). If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area or the Green Stippled Black Area or the Edged Red Area or the Edged Green Area or the Stippled Blue Area or the Hatched Blue Areas or any combination of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

24. **Construction of drains and channels and connecting drains and sewers**

Special Condition No.(59)

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

25. **Drainage Reserve**

Special Condition No.(60)

- (a) Except with the prior written approval of the Director, no building, structure or foundation or support for any building or structure shall be erected or constructed on, over, under, above, below or within the areas of the lot shown coloured pink hatched black on the plan annexed to the Land Grant (the pink hatched black areas are hereinafter referred to as “**the Drainage Reserve**”).

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- (b) Notwithstanding the provisions contained in sub-clause (a) of Special Condition No.(60) of the Land Grant, building or buildings at first floor level and above may be erected or constructed over or above the Drainage Reserve provided that there is a clear space extending upwards from the ground level to a height of not less than 5.1 metres. For the purpose of this Special Condition, the decision of the Director as to what constitutes the first floor level and the ground level shall be final and binding on the Grantee.

26. **Mainlaying works**

Special Condition No.(61)

For the purpose of supplying water to the building or buildings within the lot, the Grantee shall be responsible for the design and laying of watermains within the lot. The design of the system, the materials to be used and the standard of mainlaying shall be subject to the approval of the Director of Water Supplies. The Grantee shall also be responsible for the maintenance of such watermains within the lot.

27. **Protection of the Tsuen Wan Road and its future extension**

Special Condition No.(63)

The Grantee shall ensure that adequate measures shall be taken at his own expense and in all respects to the satisfaction of the Director of Highways to protect that part of the Tsuen Wan Road and its future extension passing over the covered footbridge “FB1” (as defined in Special Condition No.(36)(a)(i) of the Land Grant), the Edged Red Area and the Temporary Public Carpark and in this regard, Highways Department Standard Drawing Nos.H2128 and H2129 and any amendments or substitutions thereof from time to time in relation to the use of untensioned corrugated beam barriers for the protection of columns shall be followed except with the prior written approval of the Director of Highways. The form of protective measures to be used for the Tsuen Wan Road and its future extension shall be subject to the prior written approval of the Director of Highways.

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1. 發展項目位於荃灣市地段第417號（「**該地段**」）。
2. 該地段乃根據2012年4月19日訂立之《新批土地契約》第21397號（「**批地文件**」）批授，批租年期為50年，由2012年4月19日至2062年4月18日止。

3. **用途限制**

特別條款第(22)條

- (a) 受限於此等批地條款及特別受限於特別條款第(22)(b)條，該地段或其任何部分或任何在該地段上興建或將興建之建築物或其任何部分，除用作非工業用途（不包括貨倉、酒店及加油站）外，不得用作任何其他用途。
- (b) 在不影響特別條款第(22)(a)條之一般性下，該地段或其任何部分或任何在該地段上興建或將興建之建築物或其任何部分，除依照此等批地條款、經批准的建築圖則、特別條款第(24)條所指的經批准的園景大綱總圖所設計、建造及原擬用途外，不得用作任何其他用途。

特別條款第(52)條

承批人（根據一般條款第12(a)條所定義）不得准許或容忍任何小販於該地段內及有蓋天橋內（根據特別條款第(36)(a)(i)條所定義）擺賣，並須將被發現的小販從該處移離。承批人須於該地段所有入口附近之當眼位置張貼禁止小販於該地段內及有蓋天橋內擺賣的告示。為此等批地條款的目的，「小販」是根據《公眾衛生及市政條例》（第132章）第2條、任何根據該條例所訂的規則及任何修訂法例所定義，惟為此特別條款的目的，該定義(a)段中「在公眾地方」一詞須被略去，並由「該地段內及有蓋天橋內」取代。

特別條款第(55)條

未經署長（根據一般條款第4條所定義）預先書面同意，不准在該地段內使用碎石機。

特別條款第(64)條

不准在該地段搭建或製作墳墓或骨灰龕，亦不准在其內或其上用泥壇、骨灰盒或其他形式埋葬或存放人類遺骸或動物遺骸。

4. **承批人須彌償**

一般條款第4條

就任何因違反此等批地條款或對該地段或毗鄰土地所造成損害或土壤或地下水污染（而署長認為該等損害或土壤或地下水污染屬承批人於該地段或其部分上進行的任何使用、開發或重新開發或活動所致（署長之意見為最終並約束承批人））所導致任何訴訟、司法程序、責任、要求、費用、開支、損失（不論是財政或其他方面）及各種索償，承批人須索償及保障政府。

5. **保養**

一般條款第6條

- (a) 承批人須於整個批租期內根據此等批地條款進行建造或重建工程（本詞指下文(b)款所述的重新開發）：
- (i) 依照經批准的設計、布局或高度及任何經批准的建築圖則，及在沒有任何變更或修改保養所有建築物；及
- (ii) 保養所有已興建或依照此等批地條款或任何其後之合約修訂條文在批地文件日期後興建之建築物，以維持其良好及充足之保養狀態，以及在批租期屆滿或提前終止時以同等保養狀態交還此等建築物。
- (b) 如在批租期內任何時間拆卸該地段或其任何部分的現有建築物，承批人必須以良好堅固而不少於舊有總樓面面積的同類型建築物或以署長批核的類型及價值之建築物替代。在根據上述情況進行拆卸

的情況下，承批人須於拆卸後的一個曆月內向署長申請於該地段進行建造工程以作重建之同意書，並在收到該同意書的三個曆月內展開所需的重建的必要工程，並在署長指定的期限內完成以使署長滿意。

6. **私家街道、道路及巷道**

一般條款第8條

任何按此等批地條款而須要建造的私家街道、道路及巷道必須設置於署長滿意並由其決定位於批租範圍以內或外的位置。於上述的任何一種情況下，承批人須在署長要求時將其無代價交還予政府。若上述之街道、道路及巷道已交還予政府，政府將為其鋪設表面、建造路緣、渠道（污水及雨水渠道）、排水道及街燈，有關費用由承批人負擔，而其後的維修將以公帑支付。如該等私家街道、道路及巷道保留於批租的範圍內，承批人須自費安排照明、鋪設表面、建造路緣、渠道及排水道及進行維修，以使署長在所有方面均滿意。如因公眾利益需要，署長可進行街燈裝置及保養。承租人須承擔裝設街燈的建設成本，並為裝設及保養街燈的工人及車輛提供進出批租範圍的免費進出權。

7. **綠色範圍及綠色加黑點範圍**

特別條款第(4)條

- (a) 承批人須：
- (i) 於批地文件日期起計之84個曆月內或署長批准的其他延伸期限之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定線及設計進行以下工程，以使署長在所有方面均滿意：
- (I) 鋪設及平整在批地文件附圖上以綠色顯示的未來公共道路範圍（下稱「**綠色範圍**」）；
- (II) 提供及建造署長全權酌情認為必要的橋樑、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（下稱「**綠色範圍構築物**」）；
- 以便於綠色範圍內的建築、汽車及行人的交通往來。
- (ii) 從批地文件日期起計84個曆月內或署長批准的其他延伸期限之前，自費以署長滿意的方式在綠色範圍鋪設表面、建造路緣和接通綠色範圍內之渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；
- (iii) 於2016年3月31日或署長批准的其他日期之前，自費以署長批准的方式及物料，及按署長批准的標準、高度、定線及設計進行以下工程，以使署長在所有方面均滿意：
- (I) 鋪設及平整在批地文件附圖上以綠色加黑點顯示的未來公共道路範圍（下稱「**綠色加黑點範圍**」）；
- (II) 提供及建造署長全權酌情認為必要的橋樑、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（下稱「**綠色加黑點範圍構築物**」）；
- 以便於綠色加黑點範圍內的建築、汽車及行人的交通往來。
- (iv) 於2016年3月31日或署長批准的其他日期之前，自費以署長滿意的方式在綠色加黑點範圍鋪設表面、建造路緣和接通綠色加黑點範圍內之渠道，以及按署長要求為此等設施提供溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施及道路標記；及
- (v) 自費以署長滿意的方式保養綠色範圍、綠色加黑點範圍、綠色範圍構築物、綠色加黑點範圍構築物及所有在該處建造、安裝和提供的構築物、表面、溝渠、污水管、排水渠、以水管接駁總水管的消防栓、街燈、交通標誌、街道設施、道路標記及機器，直至綠色範圍及綠色加黑點範圍按照特別條款第(5)條交還予政府為止。

特別條款第(5)條

- (b) 綠色加黑點範圍須於2016年3月31日或署長發信指明的其他較後日期之前按要求交還予政府，以興建荃灣路及其未來延伸部分。為此等批地條款的目的，「荃灣路及其未來延伸部分」指「荃灣路及荃灣繞道工程項目」。

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- (c) 受限於特別條款第(5)(b)條，綠色範圍、綠色加黑點範圍或其部分須在要求時交還予政府，而在任何情況下，綠色範圍及綠色加黑點範圍將在署長發信表明此等批地條款在其滿意下獲符合之日被視作已交還予政府。承批人須在佔管綠色範圍、綠色加黑點範圍或其部分期間的所有合理時間內，准許所有政府或公共車輛和行人自由通行及經越綠色範圍及綠色加黑點範圍，並確保不會因進行特別條款第(4)條下的工程或其他原因而干預或妨礙此等通行權。

註：根據地政總署署長於2014年1月29日發出有關延展時限的信件（下稱「**延展時限信件**」），承批人在特別條款第(4)(a)(iii)及(4)(a)(iv)條下有關綠色加黑點範圍的責任的完成時限已延至2018年4月30日或任何由署長向承批人發信指明之較早日期，惟該信須在有關較早日期前不少於18個曆月發出。延展時限信件亦規定，即使特別條款第(5)(b)條就交還日期另有規定，並受限於特別條款第(5)(c)條下視為交還的條款，承批人須按要求將綠色加黑點範圍在署長發信指明之日期交還予政府。

8. 紅色線圍邊範圍及綠色線圍邊範圍

特別條款第(8)條

(a) 承批人須：

- (i) 於2016年3月31日或署長批准的其他日期之前，自費於批地文件附圖上以紅色線圍邊顯示之範圍（下稱「**紅色線圍邊範圍**」）內，以良好工藝並依照此等批地條款、其夾附之工程規格附表（下稱「**工程規格附表**」）及特別條款第(12)條批准之圖則設計、搭建、建造、提供、完成公共交通交匯處（包括署長在其酌情權下決定（其決定最終及對承批人有約束力）須提供及搭建之下水道、高架橋、污水管、排水渠、行人路及其他構築物）（下稱「**重置公共交通交匯處**」），並令其適合佔用及運作，以使運輸署署長及署長在所有方面均滿意；
- (ii) 於批地文件日期起計之36個曆月內或署長批准的其他延伸期限之前，自費於批地文件附圖上以綠色線圍邊顯示之範圍（下稱「**綠色線圍邊範圍**」）內，以良好工藝並依照此等批地條款、工程規格附表及特別條款第(12)條批准之圖則設計、搭建、建造、提供、完成一個淨作業樓面面積不少於446平方米之垃圾收集站（下稱「**重置垃圾收集站**」），並令其適合佔用及運作，以使食物環境衛生署署長及署長在所有方面均滿意；及
- (iii) 自費持有、管理、保養、清潔及維修紅色線圍邊範圍及綠色線圍邊範圍及其中提供及設置之所有構築物和服務設施，以保持其良好及充足維修狀態，以使署長滿意，直至按照特別條款第(9)(b)條將紅色線圍邊範圍及綠色線圍邊範圍及其中所有構築物和服務設施之管有權交還予政府止。

特別條款第(9)條

- (b) (i) 紅色線圍邊範圍及已根據特別條款第(16)(b)條發出完工證明書的重置公共交通交匯處，須在2016年3月31日或署長批准的其他以後的日期之前按要求，由承批人自費、不收成本及代價及在無業權負擔的情況下連同空置管有權交還予政府，以便政府建造荃灣路及其未來延伸部分或作其認為適合之用途，並在任何情況下，在署長發信表明此等批地條款均已在其滿意下獲符合之日被視為已交還予政府。
- (ii) 綠色線圍邊範圍及已根據特別條款第(16)(b)條發出完工證明書的重置垃圾收集站，於批地文件日期起計之36個曆月內或署長批准的其他延伸期限之前，由承批人自費、不收成本及代價及在無業權負擔的情況下連同空置管有權交還予政府，並在任何情況下，在署長發信表明此等批地條款均已在其滿意下獲符合之日被視為已交還予政府。

特別條款第(19)條

- (a) 在不影響特別條款第(17)條的情況下，承批人須在特別條款第(17)(a)條所定義的保養責任期屆滿前之所有時間自費保養重置公共交通交匯處、重置垃圾收集站及其屋宇裝備裝置至良好狀態，以使署長在所有方面均滿意。
- (b) 就特別條款第(8)至(19)條而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。

註：根據延展時限信件，承批人在特別條款第(8)(a)(i)條下有關紅色線圍邊範圍的責任的完成時限已延至2018年4月30日或任何由署長向承批人發信指明之較早日期，惟該信須在有關較早日期前不少於18個曆月發出。延展時限信件亦規定，即使特別條款第(9)(b)(i)條就交還日期另有規定，並受限於特別條款第(9)(b)(i)條下視為交還的條款，承批人須按要求將紅色線圍邊範圍及重置公共交通交匯處在署長發信指明之日期交還予政府。

9. 建築規約

特別條款第(21)條

承批人應以全面遵照此等批地條款及於任何時候在香港生效而有關建築、衛生及規劃的條例、附例及規例的方式建造一座或多座建築物，以建展該地段，並應在2019年6月30日前將之建成及令其適合佔用。

10. 保育樹木

特別條款第(23)條

如非事先獲署長書面同意，概不可移除或干預任何現於該地段或毗連土地生長的樹木，而署長可於給予同意時施加其視為恰當的移植、補償園景工程或再植條件。

11. 景觀美化

特別條款第(24)條

- (a) 承批人須自費向規劃署署長提交園景大綱總圖，指明將在該地段內根據特別條款第(24)(b)條提供之園景美化工程的位置、布局及設計，以取得其批核。除特別條款第(12)(b)條所定義的許可工程外，在取得規劃署署長就園景大綱總圖的書面批核及特別條款第(23)條就保育樹木作出之同意（如有需要）前，不得在該地段或其任何部分進行土地平整工程。
- (b) (ii) 該地段上不少於20%之範圍須種植樹木、灌木或其他植物。
- (iii) 在本特別條款第(24)(b)(ii)條所指的20%範圍中不少於50%（下稱「**綠化範圍**」）須位處署長全權酌情決定之位置或高度，以使行人可見或可讓進入該地段的人到達。
- (iv) 署長就何等擬進行之園景美化工程可構成特別條款第(24)(b)(ii)段所指的20%之決定為最終並約束承批人。
- (c) 承批人須自費在該地段內根據已批核的園景大綱總圖（下稱「**已批核園景大綱總圖**」）進行園景美化工程，並在所有方面使署長滿意。未有署長事先書面同意前，不得修訂、更改、改動、修改或以另一圖則代替已批核園景大綱總圖。
- (d) 承批人須於此後自費維持及保養園景美化工程至安全、清潔、整齊、整潔及健康的狀態，以使署長在所有方面均滿意。
- (e) 根據本特別條款進行園景美化工程之範圍須被劃為並構成特別條款第(41)(a)(v)條所指的公用地方。

12. 發展條款

特別條款第(25)條

受限於此等批地條款，在發展或重新開發（根據一般條款第6條所定義）該地段或其任何部分時：

- (a) 承批人只准在該地段上搭建、興建、提供及保養以下樓宇及設施：
- (i) 供私人住宅用途的樓宇及設施（下稱「**住宅樓宇**」），其總樓面面積不得超過66,114平方米；
- (ii) 供非工業用途（私人住宅、貨倉、酒店及油站除外）的樓宇及設施（下稱「**其他樓宇**」），其總樓面面積不得超過11,210平方米；及
- (iii) 公眾停車場（根據特別條款第(42)(a)條定義），其總樓面面積不得超過3,200平方米；

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- (e) (i) 該地段上興建或將興建的住宅單位數目須不少於942個；及
- (ii) 在根據特別條款第(25)(e)(i)條提供之住宅單位中，不少於588個住宅單位之實用面積須不超過50平方米。
13. **現有設施**
- 特別條款第(26)條
- (a) (i) 承批人確認：
- (I) 在批地文件附圖中綠色範圍內並以「**EXISTING RCP**」標記的大概位置設有一個垃圾收集站（下稱「**現有垃圾收集站**」）；及
- (II) 在該地段、綠色範圍、綠色加黑點範圍及紅色線圍邊範圍內，在批地文件附圖中以「**EXISTING PUBLIC CARPARK**」標記的大概位置之荃灣運輸綜合大樓設有一個公眾停車場（下稱「**現有公眾停車場**」），而在批地文件附圖中以「**EXISTING GMB TERMINUS**」標記的大概位置亦設有一個專線小巴總站及的士上落客區（下稱「**現有專線小巴總站**」）。
- (ii) 承批人不得干預現有垃圾收集站的公眾使用權及運作。未得食物環境衛生署署長書面批准前，承批人不得展開任何可干預現有垃圾收集站運作的工程。現有垃圾收集站將保持運作，直至重置垃圾收集站落成及適合作佔用和運作，令食物環境衛生署署長及署長滿意並將其開放予公眾使用止。
- (iii) 承批人不得干預現有公眾停車場及現有專線小巴總站的公眾使用權及運作。未得運輸署署長書面批准前，承批人不得展開任何可干預現有公眾停車場及現有專線小巴總站運作的工程。
- (iv) 現有公眾停車場將保持運作及開放予公眾使用，直至批地文件第(28)條所指的臨時公眾停車場落成及適合作佔用和運作，令運輸署署長及署長在所有方面均滿意並將其開放予公眾使用止。
- (v) 現有專線小巴總站將保持運作及開放予公眾使用，直至重置公共交通交匯處或批地文件第(27)(a)條所指的臨時公共交通交匯處（以較早為準）落成及適合作佔用和運作，令運輸署署長及署長在所有方面均滿意並將其開放予公眾使用止。
- (c) (i) 承批人須在現有垃圾收集站運作期間的所有時間自費保養現有垃圾收集站至良好及堅固的保養狀態，以使署長在所有方面滿意。承批人須承擔一切有關現有垃圾收集站結構保養的費用和開支（包括但不限於食物環境衛生署署長認為需要而保養及更換機電設施所產生的費用，但不包括電費及無損政府與承批人先前訂立的任何協議下的權益）。
- (ii) 承批人須在現有公眾停車場運作期間的所有時間自費保養現有公眾停車場至良好及堅固的保養狀態，以使署長在所有方面滿意。承批人須承擔一切有關現有公眾停車場結構保養及其他署長指明的保養工程的費用和開支（但不包括現有公眾停車場電費和清潔費用，亦無損政府與承批人先前訂立的任何協議下的權益）。
- (iii) 承批人須在現有專線小巴總站運作期間的所有時間自費保養現有專線小巴總站至整齊、清潔、良好及堅固的維修狀態（包括行人徑、平台、行車道及其他設施的日常清潔），以使署長在所有方面滿意。承批人須承擔一切有關現有專線小巴總站運作的費用，包括支付閉路電視系統、照明、通風及街道設施的電費，惟此無損政府與承批人先前訂立的任何協議下的權益。
- (e) 承批人須容許所有政府及公共車輛及行人不受限制地免費通行現有垃圾收集站、現有公眾停車場及現有專線小巴總站，政府將有絕對權利施行其於《道路交通條例》、《公共巴士服務條例》，以及該等條例下任何規例和任何修訂法例下之權力。
- (f) (i) 在重置垃圾收集站、臨時公眾停車場（根據特別條款第(28)(a)(i)條所定義）及臨時公共交通交匯處（根據特別條款第(27)(a)條所定義）或重置公共交通交匯處落成後，承批人須自費將現有垃圾收集站、現有公眾停車場及現有專線小巴總站分別遷移至重置垃圾收集站、臨時公眾停車場及臨時公共交通交匯處或重置公共交通交匯處。
- (ii) 承批人須自費在重置垃圾收集站、臨時公眾停車場（根據特別條款第(28)(a)(i)條所定義）及臨時

- 公共交通交匯處（根據特別條款第(27)(a)條所定義）或重置公共交通交匯處（以較早者為準）落成後的12個曆月內清拆及移除現有垃圾收集站、現有公眾停車場及現有專線小巴總站，以使署長在所有方面滿意。
- (j) 就此特別條款而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。
14. **臨時公共交通交匯處**
- 特別條款第(27)條
- (a) 承批人須於署長指明的時限內在該地段或紅色線圍邊範圍或其他位置自費以運輸署署長批准的方式及物料，及按運輸署署長要求及批准的標準、高度、定線及設計工程設計、搭建、建造、提供、完成一個臨時公共交通交匯處及其附屬設施（包括但不限於排水設施、照明設施、通風設施、交通輔助設施、防護欄、乘客輪候處鐵欄、車站上蓋及所需連接路）（下稱「**臨時公共交通交匯處**」），並令其適合佔用及運作，以使運輸署署長在所有方面均滿意；
- (b) 臨時公共交通交匯處保持運作，直至重置公共交通交匯處根據此等批地條款落成及適合作佔用和運作，令運輸署署長及署長在所有方面滿意並將其開放予公眾使用，或署長批准的其他日期止。
- (c) 除公眾可不受限制地使用作專線小巴總站及的士上落客區外，臨時公共交通交匯處不得用作任何其他用途。
- (e) 承批人須容許所有政府及公共車輛及行人不受限制地免費通行臨時公共交通交匯處外，政府將有絕對權利施行其於《道路交通條例》及《公共巴士服務條例》，以及該等條例下任何規例和任何修訂法例下之權力。
- (i) 就此特別條款第(a)分條而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。

15. **臨時公眾停車場**
- 特別條款第(28)條
- (a) 承批人須：
- (i) 於批地文件附圖上以藍色圓點及藍色斜線之範圍（分別下稱「**藍色圓點範圍**」及「**藍色斜線範圍**」）的管有權依據此特別條款第(e)(i)分條規定分別交付的日期起計之18個曆月內或署長書面批准的其他延伸期限之前，自費以運輸署署長及署長批准的方式及物料，及按運輸署署長及署長批准的標準、高度、定線及設計在藍色圓點範圍及藍色斜線範圍內設計、搭建、建造、提供、完成一個臨時公眾停車場（包括運輸署署長及署長在其酌情權下決定（其決定最終及對承批人有約束力）須提供及搭建之下水道、高架橋、污水管、排水渠、行人路、樓梯、平台、街燈、屋宇裝備裝置及系統或其他設施或構築物）（下稱「**臨時公眾停車場**」），並令其適合佔用及運作，以使運輸署署長及署長滿意；及
- (ii) 自費持有、營運、管理、保養、清潔及維修臨時公眾停車場，以保持其良好及充足維修狀態，以使運輸署署長及署長滿意，直至藍色圓點範圍及藍色斜線範圍或其任何部分連同置於其上的所有構築物和服務設施按照此特別條款第(c)分條交還予政府止。
- (e) (ii) 藍色圓點範圍或其任何部分須按要求於2016年12月31日或署長另以書面指明的較後日期之前由承批人交還予政府，而政府毋須支付任何款項或賠償予承批人。在任何情況下，藍色圓點範圍將在署長發信表明此等批地條款在其滿意下獲符合之日被視作已交還予政府。
- (iii) 藍色斜線範圍或其任何部分須按要求於署長另以書面指明的一個或多個日期由承批人交還予政府，而政府毋須支付任何款項或賠償予承批人。在任何情況下，藍色斜線範圍將在署長發信表明此等批地條款在其滿意下獲符合之日被視作已交還予政府。
- (iv) 如署長要求，承批人須在藍色圓點範圍及藍色斜線範圍或其任何部分交還予政府前自費將其恢復

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原狀、移除所有位於藍色圓點範圍及藍色斜線範圍上或構成其一部分之構築物、固定裝置或附加物（不論是否由承批人搭建或安裝）（包括地基、鋪砌面或其他路面，但不包括荃灣路及其未來延伸部分的構築物及地基）、以妥善及良好工藝的方式恢復及修復藍色圓點範圍及藍色斜線範圍任何受破壞的部分，其後在藍色圓點範圍及藍色斜線範圍進行園景工程，以使署長在所有方面滿意。

- (i) 就此特別條款而言，「承批人」一詞並不包括承批人的受讓人，但包括特別條款第(39)(b)條下的受讓人。

註：賣方尚未收到任何有關交還藍色圓點範圍及藍色斜線範圍予政府之要求。根據地政總署於2016年12月23日所發出的信件，藍色圓點範圍的交還日期暫時為2018年年中。

16. 康樂設施

特別條款第(30)條

- (a) 承批人可在該地段搭建、建造及提供經署長書面批准的康樂設施及附屬設施（下稱「**設施**」）。設施的類型、大小、設計、高度和規劃應事前獲得署長書面批准。
- (c) 如設施的任何部分根據特別條款第(30)(b)條獲豁免計入總樓面面積（下稱「**獲豁免設施**」）
- (i) 獲豁免設施被劃為並構成特別條款第(41)(a)(v)條所指的公用地方；
- (ii) 承批人須自費以良好及充足維修的狀態保養及運作獲豁免設施，以使署長滿意；及
- (iii) 獲豁免設施只可供現已或將會於該地段上搭建之住宅大樓的居民及其真正訪客而非其他人士使用。

17. 行人連廊、行人道及有蓋行人天橋

特別條款第(34)條

- (a) 承批人須自費按照署長批准的位置、方式、物料、標準、高度、定線及設計，鋪設、平整、提供、建造和表面整飾分段的行人道或行人徑（連同署長全權酌情要求的樓梯、斜道、照明裝置及自動扶梯），以作特別條款第(34)(b)條所指明的用途，以使署長在所有方面滿意。該等行人道或行人徑（連同該等樓梯、斜道、照明裝置及自動扶梯）合稱「**行人連廊**」。
- (b) 行人連廊須採取最短的可能路線，並興建上蓋、建造及設計以符合以下要求：
- (i) 於署長要求或批准的指定位置和高度接通將建於該地段上的每座建築物；
- (ii) 接連該地段內所有主要設施，包括其他樓宇、住宅大樓、行人道（按特別條款第(35)條定義）及有蓋行人天橋（按特別條款第(36)(a)(i)條定義）。
- (c) 承批人須於批地文件協定的整個批租年期內自費管理和保養行人連廊至良好及充足維修狀態，以使署長滿意。

特別條款第(35)條

- (a) 承批人須自費在該地段內及其上興建或將興建之建築物內設計、提供及在之後管理及保養包括署長批准或要求的自動扶梯、載客升降機、樓梯、斜道或其他構築物的行人道，以連接有蓋行人天橋（根據特別條款第(36)(a)(i)條定義）、該地段的地面及毗連地段於地面行人路（該行人道下稱「**行人道**」）。行人道（不包括其自動扶梯、載客升降機、樓梯、斜道及其他構築物）須有不少於6米之淨內部闊度。承批人須提交一份顯示行人道路線之圖則予署長批核。署長就何謂地面之決定為最終並約束承批人。
- (b) 承批人須在批地文件協定的整個批租年期內保持行人道每日24小時開放予公眾以步行或輪椅方式免費且無阻礙地作任何合法用途。

特別條款第(36)條

- (a) (i) 承批人須於批地文件日期起計之84個曆月內或署長批准的其他延伸期限內，自費於批地文件附圖中分別以“FB1”、“FB2”、“FB3”、“FB4”及“FB5”標示之大概位置搭建、提供及興建

署長要求或批准的五條單層有蓋行人天橋（以下分別稱為“FB1”、“FB2”、“FB3”、“FB4”及“FB5”，並合稱「**有蓋行人天橋**」）及所有支座及連接路（包括署長為有蓋行人天橋未來延展部份而在其絕對酌情權下認為需要之支座及連接路）。有蓋行人天橋須以署長要求及批准的方式、物料、標準、高度、定線及設計興建，包括但不限於署長在其酌情權下要求提供及興建的支座、斜路、附連的樓梯及平台、自動扶梯、升降機、內部和外部裝置及設備及照明設備。

- (c) (i) 除公眾可以步行或輪椅方式作通行外，有蓋行人天橋不得用作其他用途。

- (iv) 承批人須在有蓋行人天橋建成後將有蓋行人天橋“FB2”、“FB3”、“FB4”及“FB5”每日24小時及將有蓋行人天橋“FB1”在日間和夜間的所有合理時間免費開放予公眾以步行或輪椅方式自由經過及通過作任何合法用途。

- (e) 即使此等特別條款另有規定，在批地文件協定的整個批租年期內承批人須自費管理及保養有蓋行人天橋或其任何重置或替代設施至良好及充足的維修狀態，以使署長在所有方面滿意。

- (f) 若該地段或其任何部分進行重建，致使有蓋行人天橋或其任何部分須被拆卸，承批人須在署長訂明的限期內自費進行重置工程，按署長批准或要求的設計、物料、闊度、高度及位置興建並完成新的有蓋行人天橋或有蓋行人天橋的部分。

18. 公眾停車場

特別條款第(42)條

- (a) (i) 承批人須於批地文件日期起計之84個曆月內或署長批准的其他延伸期限之前，自費於該地段內以良好工藝方式、按照署長批准之物料、標準、高度、定線及設計並遵照此等批地條款設計、搭建、興建及提供一個供公眾在所有時間以時租、日租或其他方式並設有足夠出入路徑及通道地方的收費停車場（該停車場下稱「**公眾停車場**」），以使署長在所有方面滿意。
- (ii) 公眾停車場須包括
- (I) 100個有蓋停車位或署長批准數目的停車位，以供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的汽車停泊；及
- (II) 13個有蓋停車位或署長批准數目的停車位，以供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的電單車停泊。
- (iii) 根據此特別條款第(a)(ii)分條提供的停車位，不得用作該分條規定以外的用途，尤其不得將該等停車位用作儲存、陳列或展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。
- (b) (i) 在根據此特別條款第(a)(ii)(I)分條提供的停車位當中，承批人須預留並劃定供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的傷殘人士停泊汽車的停車位，並在根據第(a)(ii)(I)分條所提供的停車位數目中不少於1個，或署長批准的其他數目。
- (ii) 根據此特別條款第(b)(i)分條提供之停車位須位於署長書面批准的位置和樓層。
- (iii) 根據此特別條款第(b)(i)分條提供之停車位，除供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的傷殘人士停泊汽車外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。
- (f) 承批人須在公眾停車場落成後自費開放及營運公眾停車場，並在批地文件協定的整個批租年期內保持以署長全面滿意的水平和方式及遵照所有法例及其下任何規例和任何修訂法例地運作、管理及保養公眾停車場及其附屬設施，以使在所有時間均有良好及充足的維修狀態。

19. 停車、上貨及落貨要求

特別條款第(45)條

- (a) (i) 該地段內須提供讓《道路交通條例》及該條例下任何規例和任何修訂法例下所定義、並屬於該地段上已興建或將興建的建築物內的住宅單位住客及其真正來賓、訪客或賓客的汽車停泊的停車位

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（下稱「住宅停車位」），以使署長滿意。須提供的住宅停車位數目將根據已興建或將興建的建築物內各住宅單位大小及按照特別條款第(45)(a)(i)中的表格所列出的比率計算（署長同意採用有別於該表格的其他比率或數目除外），惟該地段須提供的住宅停車位數目亦須最少為85個（即使依據該表格計算得出的數目較少）。

- (iii)若在該地段上已興建或將興建的任何住宅大樓提供超過75個住宅單位，須提供額外停車位，提供讓《道路交通條例》及該條例下任何規例和任何修訂法例下所定義、並屬於該地段上已興建或將興建的建築物內的住宅單位住客的真正來賓、訪客或賓客的汽車停泊。比率為每座該等住宅大樓提供2.5個停車位（或其他由署長批准的比率），惟每座住宅大樓必須提供最少1個停車位而該地段必須提供最少13個停車位（即使依據本分條指明比率計算得出的數目較少）。
- (b) (i) 該地段內須提供讓汽車停泊的停車位，以使署長滿意。比率為（按該地段上已興建或將興建的建築物中屬「其他樓宇」用途的樓面面積計算）每300平方米或其部分須提供一個停車位（署長同意採用其他比率除外）。
- (iii)根據此特別條款第(45)(b)(i)條提供之停車位，除供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義並屬於該第(b)(i)分條所述的在該地段上已興建或將興建的建築物的佔用人及其真正來賓、訪客或賓客的汽車外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。
- (c) (i) 在根據特別條款第(45)(a)及(b)條提供的停車位當中，承批人須按以下或署長批准的其他比率預留並劃定供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的傷殘人士停泊汽車的停車位：
 - (I) 每200個根據特別條款第(45)(a)(i)條提供的停車位或其部分（如該部分超過100個停車位），須預留及劃定不少於1個停車位（任何情況下最少須預留及劃定1個停車位）；
 - (II) 每200個根據特別條款第(45)(b)(i)條提供的停車位或其部分（如該部分超過100個停車位），須預留及劃定不少於1個停車位（任何情況下最少須預留及劃定1個停車位）；
 - (III)根據特別條款第(45)(a)(iii)條提供的停車位中預留及劃定1個停車位。
- (iii)根據特別條款第(45)(c)(i)條提供之停車位，除供屬《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的傷殘人士停泊屬於該地段上已興建或將興建的建築物的居民或佔用人及其真正來賓、訪客或賓客的汽車外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。
- (d) (i) 該地段內須根據以下比率提供讓《道路交通條例》及該條例下任何規例和任何修訂法例下所定義的電單車停泊的停車位，以使署長滿意：
 - (I) 根據特別條款第(45)(a)(i)條提供的住宅停車位及第45(a)(iii)條須要提供的停車位的總數目的百分之十（下稱「住宅電單車停車位」）；
 - (II) 根據特別條款第(45)(b)(i)條須要提供的停車位數目的百分之十；惟若須提供的停車位數目為小數，則調整至下一個整數。
- (ii) 住宅電單車停車位，除供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義並屬於該地段上已興建或將興建的建築物內住宅單位的居民及其真正來賓、訪客或賓客的電單車外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。
- (iii)根據特別條款第(45)(d)(i)(II)條提供之停車位，除供《道路交通條例》及該條例下任何規例和任何修訂法例下所定義並屬於特別條款第(45)(b)(i)條所述的在該地段上已興建或將興建的建築物的佔用人及其真正來賓、訪客或賓客的電單車外，不得用作任何其他用途，尤其不得將該等停車位用作儲存、陳列及展示車輛以作銷售或其他用途或提供車輛清潔及美容服務。
- (e) 該地段內須提供泊位，供該地段上已興建或將興建的建築物內住宅單位的居民及其真正來賓、訪客或賓客停放單車，以使署長滿意。比率為每15個住宅單位（其面積少於70平方米）或其部分須提供1個泊位（或其他由署長批准的比率）。

特別條款第(46)條

- (a)該地段內須按以下比率提供讓貨車上落貨的停車位，以使署長滿意：
 - (i) 每一座已興建或將興建的住宅大樓須提供1個停車位，而該供上落貨的停車位須設置於每一座住宅大樓內或其毗鄰；及
 - (ii) 按該地段上已興建或將興建的建築物中屬「其他樓宇」用途（根據特別條款第(25)(a)(ii)條）的樓面面積計算（不包括任何將用於上落貨或停車用途的樓面面積），每1,800平方米或其部分須提供1個停車位。

特別條款第(49)條

- (a) 住宅停車位及住宅電單車停車位不得：
 - (i) 轉讓，除非：
 - (I) 連同賦予就該地段上已興建或將興建的建築物的住宅單位的獨家使用及管有權的不可分割份數一併轉讓；或
 - (II) 予一名已擁有賦予就該地段上已興建或將興建的建築物的住宅單位的獨家使用及管有權的不可分割份數的人士；或
 - (ii) 出租，除非租予賦予該地段上已興建或將興建的建築物的住宅單位的住客。
- 惟在任何情況下，不得把合共超過3個的住宅停車位及住宅電單車停車位轉讓或出租予一個該地段上已興建或將興建的建築物的住宅單位的業主或住客。

特別條款第(50)條

根據特別條款第(45)(a)(iii)、(45)(c)及(46)條於該地段內提供之停車位須被劃為並構成公用地方的一部分。

20. 削土工程

特別條款第(53)條

除事先得到署長的書面同意，承批人不得在任何相鄰或毗鄰該地段的政府土地上進行任何削土、移土或土地後移工程，或在任何政府土地上進行堆積或堆填或任何類型的斜坡處理工程。署長有絕對的酌情權在給予同意時施加其認為合適的條款，包括以其決定的地價批出額外政府土地作為該地段的延展部分。

特別條款第(54)條

- (a) 如該地段或任何政府土地內現時或以往曾經進行過任何削土、移土或土地後移工程、或堆積或堆填或任何類型的斜坡處理工程，不論事前是否獲署長書面同意，而該等工程是為了或關乎該地段或其任何部分的形成、平整或發展的目的或承批人按此等條款而須要完成的工程的目的或其他任何的目的，承批人須自費進行及建造該等斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程，以保護和支撐該地段內的土地及任何相鄰或毗鄰的政府土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。承批人應時刻在批地文件協定的整個批租年期內自費保養上述土地、斜坡處理、護土牆或其他支撐、防護、排水或附屬或其他工程，以保持其良好充足的維修狀態，以使署長滿意。
- (c) 若承批人進行的形成、平整、發展或其他工程或其他因素導致該地段或任何相鄰或毗鄰政府或已批租土地發生任何滑土、山泥傾瀉或地陷（不論源自何處），承批人須自費將之回復原貌及修復以使署長滿意，並承諾向政府、其代理人及承建商彌償因此等滑土、山泥傾瀉或地陷而引致其蒙受或招致的任何費用、支出、損失、索償及追討。
- (d) 除批地文件內訂明有關違反此等批地條款而賦予的任何權利或補償外，署長有權以書面通知要求承批人進行、建造及保養上述土地、斜坡處理工程、護土牆或其他支撐、防護、排水或附屬或其他工程或要求將發生滑土、山泥傾瀉或地陷之處回復原貌及修復。如承批人忽略或沒有於指明時間內履行該通知內的要求，署長可立即執行及展開所須的工程而承批人須在收到通知要求後向政府償還相關的成本與及任何行政或專業費用和支出。

SUMMARY OF LAND GRANT

批地文件的摘要

21. 保養地錨

特別條款第(56)條

如該地段的發展項目或重建項目或其任何部分已安裝預應力地錨，承批人須在該預應力地錨的整個使用周期自費進行定期維修和定期監察，以使署長滿意。承批人並須按署長不時全權酌情的要求下，提供所有監察工程的報告及資料。如承批人忽略或沒有執行指定的監察工程，署長可立即執行及展開該監察工程，而承批人須於應政府要求時償還有關的費用。

22. 廢土或泥頭碎礫

特別條款第(57)條

(a) 如有來自該地段或任何受該處發展工程影響的其他地方之泥土、廢土、泥頭碎礫、建築廢物或建造物料（下稱「廢物」）堆積、沖下或傾倒於公共後巷或道路，或排入道路下水道、前灘、海床、污水管、雨水渠或明渠或其他政府產業（下稱「政府物業」），承批人須就任何因該等廢物而導致私人物業蒙受損毀或滋擾所引起的所有法律行動、追討及索償向政府作出彌償。

23. 對服務設施的損害

特別條款第(58)條

承批人須時刻採取或達致採取一切恰當及足夠的謹慎、能力和預防措施，尤其是進行建造、保養、更新或修理工程（下稱「工程」），以免損害、干擾或阻礙該地段或其任何部分、綠色範圍、綠色加黑點範圍、紅色線圍邊範圍、綠色線圍邊範圍、藍色圓點範圍或藍色斜線範圍（根據批地文件定義並於批地文件附圖上顯示），或其任何組合或部分之上、上面、之下或毗鄰的任何政府或其他現有排水渠、水路或水道、總水喉、道路、行人路、街道設施、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（以下合稱「服務設施」）。承批人須在進行工程前按需要進行或達致進行妥善勘測及查詢，以確定服務設施的現有位置及水平高度，並須向署長提交計劃書，述明其建議如何處理可能受工程影響的服務設施，以獲取署長的書面批准。承批人須待署長書面批准承批人的工程及計劃書後，方可展開工程。承批人須自費符合所有署長在作出批准時施加的任何要求，包括任何必需的改道、重鋪或還原工程的費用。如因工程對該地段或其任何部分、綠色範圍、綠色加黑點範圍、紅色線圍邊範圍、綠色線圍邊範圍、藍色圓點範圍或藍色斜線範圍或其任何組合或部分或任何服務設施造成任何損害、干擾或阻礙，承批人須自費全面地進行修理、復修及還原工程，以使署長滿意（除署長另作選擇，明渠、污水管、雨水渠、總水管之復修工程將由署長負責，而承批人則須在政府要求時支付有關工程的費用）。若承批人未有在該地段或其任何部分、綠色範圍、綠色加黑點範圍、紅色線圍邊範圍、綠色線圍邊範圍、藍色圓點範圍或藍色斜線範圍或其任何組合或部分或任何服務設施展開任何所需的改道、重鋪、修理、復修及還原工程致使署長滿意，署長可展開任何其認為需要之改道、重鋪、修理、復修及還原工程，而承批人則須在政府要求時支付有關工程的費用。

24. 建造渠道及水渠及連排渠道及污水管

特別條款第(59)條

(a) 承批人須自費在該地段邊界範圍或政府土地內建造及保養署長認為必要的排水渠及水渠，以將所有落下或流入該地段的雨水截流及將之排放至最近的河溪、集水井、水渠或政府雨水渠，以使署長滿意。承批人須就上述雨水造成的損害或滋擾而引致的一切法律行動、追討及索償自行承擔責任並向政府及其官員作出彌償。

(b) 接駁該地段任何排水渠及污水管至已鋪設及啟用的政府雨水渠及污水管工程可由署長負責執行。惟署長毋須因此引致的任何損失或損害向承批人負責，而承批人則須在政府要求時支付有關接駁工程的費用。作為選擇，承批人亦可自費展開該等接駁工程以使署長滿意。在此情況下，在政府土地內該等接駁工程部分將由承批人自費保養，直至應政府要求將其交還予政府為止，其後將由政府負責出資保養。承批人須按要求向政府支付有關接駁工程的技術審核費用。若承批人無法保養任何建於

政府土地內的接駁工程的任何部分，署長可展開其認為需要的保養工程，而承批人則須在政府要求時支付有關工程的費用。

25. 渠務預留範圍

特別條款第(60)條

(a) 除得到署長事先的書面批准，不得在批地文件附圖中以粉紅色加黑斜線顯示而位於該地段內的範圍之上、下、內或跨越於其上之位置搭建或建造任何建築物、構築物、地基或任何建築物或構築物的支撐物（粉紅色加黑斜線範圍下稱「渠務預留範圍」）。

(b) 即使特別條款第(60)(a)條另有規定，建築物一樓高度或以上之部分可搭建或興建於渠務預留範圍之上，惟地面以上伸延的淨空間必須不少於5.1米。為此特別條款而言，署長對何謂一樓高度及地面有最終決定權並約束承批人。

26. 鋪設水管

特別條款第(61)條

為供水予該地段內之建築物，承批人須自行負責在該地段內設計及鋪設水管。系統設計、擬採用的物料及水管鋪設工作的標準須得到水務署署長之批准。承批人亦須負責該地段內此等水管的保養工作。

27. 保護荃灣路及其未來延伸部分

特別條款第(63)條

承批人須確保其將以自費及署長滿意的方式採取足夠的措施保護荃灣路及其未來延伸部分位於有蓋行人天橋“FB1”（根據特別條款第(36)(a)(i)條定義）、紅色線圍邊範圍及臨時停車場之上的部分。就此，除路政署署長事先書面批准外，有關保護橋樑支柱的無張力二波板防撞欄的使用必須跟從路政署標準圖則第H2128及H2129號及其任何不時有關使用修訂或替代版本。為荃灣路及其未來延伸部分而施行的保護措施方式必須首先得到路政署署長事先書面批准。