

15. 批地文件的摘要

SUMMARY OF LAND GRANT

1. 發展項目位於沙田市地段第502號(「該地段」)。
2. 「該地段」的批租年期為2010年2月4日開始50年。
3. 「批地文件」第(12)條特別批地條款訂明：
「該地段」或其任何部分或現已或將會建於該處的任何建築物或任何建築物部分，除作非工業用途外(不包括貨倉、寫字樓、酒店及加油站)，不可作任何其他用途。
4. 「批地文件」第(6)條特別批地條款訂明：
 - (a) 「承批人」必須：
 - (i) 在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內(或「署長」批准之其他延長期限)，自費以「署長」批准的方式及物料，按「署長」批准的標準、水平、定線和設計進行下列工程，以全面令「署長」滿意：
 - (I) 鋪設及塑造在「批地文件」所夾附圖則 I 以綠色顯示的日後興建公共道路範圍(以下簡稱「綠色範圍」)；及
 - (II) 提供和興建「署長」自行酌情為需要的橋、隧道、上跨路、下通道、下水道、高架道路、天橋、行人路、道路或其他構築物(以下統稱「構築物」)，以致可在「綠色範圍」興建建築物及供車輛和行人往來。
 - (ii) 在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內或「署長」批准之其他延長期限，自費以「署長」滿意的方式在「綠色範圍」表面整飭、興建路緣及渠道，以及按「署長」要求為此等設施提供溝渠、污水管、排水渠、消防栓及接駁總水管的水管、街燈、交通燈、街道設施及道路標記；及
 - (iii) 自費維持「綠色範圍」和「構築物」及在該處興建、安裝及提供之所有構築物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通燈、街道設施、道路標記及機器，以令「署長」滿意，直至按照「批地文件」第(7)條特別批地條款交還「綠色範圍」的佔管權為止。
5. 「批地文件」第(7)條特別批地條款訂明：
「綠色範圍」必須在「政府」要求時交回「政府」，而於任何情況下，倘「署長」發信表示其滿意接受「承批人」圓滿履行「批地文件」規定，「綠色範圍」即被視作已交回「政府」。
「承批人」佔管「綠色範圍」期間，必須在所有合理時間允許所有「政府」及公共車輛和行人免費通行及經越「綠色範圍」，並需確保任何根據「批地文件」第(6)條特別批地條款等進行的工程不會干預或妨礙通行。
6. 「批地文件」第(10)條特別批地條款訂明：
「承批人」必須在「該地段」興建一座或多座建築物以作發展，有關工程必須全面遵從「批地文件」及香港現時或於任何時間生效的所有關乎建築、衛生及規劃之條例、附例及規例。此等建築物必須在2018年3月31日或之前建成並適宜居住。

7. 「批地文件」第(13)條特別批地條款訂明：
未經「署長」事先書面同意，任何人不得移除或干擾種植在「該地段」上或毗連「該地段」附近的樹木。當「署長」發出書面同意時，可施加其認為合適的關於樹木移植、補償性園景建構或重植的條款。
8. 「批地文件」第(14)條特別批地條款訂明：
「承批人」必須自費在無建築結構的「該地段」範圍和平台(如有者)作環境美化及栽種樹木和灌木，其後並需維持和保持該處清潔、整齊及健康以全面令「署長」滿意。
9. 「批地文件」第(19)條特別批地條款訂明：
 - (c) 倘任何康樂設施或該處的附屬設施(以下簡稱「豁免設施」)根據本特別批地條款(b)次條規定豁免計入樓面面積：
 - (ii) 「承批人」必須自費維持「豁免設施」有妥善及充足的維修和良好及堅固的狀態，並必須運作「豁免設施」達致「署長」滿意；及
 - (iii) 「豁免設施」只供現已或將會興建於「該地段」各住宅大廈的居民及彼等之真正訪客使用，任何其他人等不准使用。
10. 「批地文件」第(20)條特別批地條款訂明：
 - (a) (ii) 看更或管理員辦事處或兩者除供完全及必須受僱於「該地段」工作的看更或管理員作辦事處外，不得作任何其他用途。
11. 「批地文件」第(21)條特別批地條款訂明：
 - (a) (ii) 看更或管理員宿舍或兩者除供完全及必須受僱於「該地段」工作的看更或管理員作住所外，不得作任何其他用途。
12. 「批地文件」第(22)條特別批地條款訂明：
 - (a) (i) 「業主立案法團」或「業主委員會」辦事處除供現已或將會興建於「該地段」各建築物而成立或將會成立的「業主立案法團」或「業主委員會」作舉行會議及辦理行政事務外，不得作任何其他用途。
13. 「批地文件」第(23)條特別批地條款訂明：
「承批人」必須自費並令教育局局長滿意在「該地段」房舍範圍提供一所總樓面面積不小於840平方米的幼稚園包括7間教室和其他配套設施，此幼稚園需經營至全面令教育局局長滿意。
14. 「批地文件」第(24)條特別批地條款訂明：
 - (a) 「承批人」必須在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內，自費以「署長」全面滿意的方式鋪設、塑造、提供、興建和表面整飭連續或分段的行人路或行人道(連同「署長」自行酌情為需要的樓梯、斜路、照明裝置及自動扶梯)(以下簡稱「公眾行人通道」)，位置、方式、物料、標準、水平、定線及設計需經「署長」批准，以作本特別批地條款(b)次條所載的用途。

- (b)「公眾行人通道」必須依循最短的可行路線或「署長」批准的其他路線，寬度必須不可少於7.6米及不可多於20米，又或「署長」批准的其他寬度，其中最少6米或「署長」批准之其他最低寬度範圍必須有蓋。「承批人」必須完善興建及設計「公眾行人通道」，以連同「批地文件」所夾附圖則 I 所示並註明為「有蓋行人天橋」及「建議日後興建行人天橋」。
- (c)「承批人」必須在本文協定的整個批租年期內自費維持「公眾行人通道」有妥善及充足的維修和良好及堅固的狀態，以達致全面令「署長」滿意。
- (d)「承批人」必須在本文協定的整個批租年期內維持「公眾行人通道」每日24小時開放，免費供公眾暢通無阻地使用。

15. 「批地文件」第(25)條特別批地條款訂明：

- (a)「承批人」必須在「本協議」訂立日(即2010年2月4日)起九十六(96)個曆月內或「署長」批准之其他期限，自費以「署長」全面滿意的方式興建：
 - (i)一座「署長」指定或批准的單層有蓋行人天橋(以下簡稱「有蓋行人天橋」)連同所有支承件及連接段(包括「署長」自行酌情認為需要日後連接「有蓋行人天橋」所需的任何支承件及連接段)，約略位置為「批地文件」所夾附圖則 I 註明為「有蓋行人天橋」的地點。興建「有蓋行人天橋」必須採用「署長」指定及批准的物料、標準、水平、定線、佈局和設計，其中包括但不限於提供及興建「署長」自行酌情為必要的支承件、斜路、相關樓梯及樓梯平台、自動扶梯、電梯及其內外配件及固定裝置與照明裝置。「有蓋行人天橋」必須連接「批地文件」所夾附圖則 I 所示通往馬鞍山鐵路烏溪沙站的現有行人天橋，連接高度為高於香港主水平基準16.45米或「署長」批准之其他水平，惟必須留有7.6米內淨寬度及3.8米內淨空高度或「署長」批准之其他寬度或高度。
 - (ii) 支承件及連接段(以下簡稱「行人天橋支承件及連接段」)於「該地段」或將會建於「該地段」的各建築物內，其物料、規格、標準、連接點和水平必須由「署長」就着建議於「批地文件」所夾附圖則 I 所示約略位置並分別註明為「有蓋行人天橋」及「建議日後興建行人天橋」的兩條建議的行人天橋所指定及批准，以便兩條建議的行人天橋興建及連通「該地段」，並讓行人經由兩條建議的行人天橋往來「公眾行人通道」。
- (c) (i) 除供公眾步行或乘坐輪椅通行外，「有蓋行人天橋」及「行人天橋支承件及連接段」不可作任何其他用途。
 - (ii) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」及「行人天橋支承件及連接段」的任何外部或內部作廣告用途或展示任何招牌、告示或海報。
 - (iii)「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」及「行人天橋支承件及連接段」的任何人士或在之下經過的車輛或任何毗鄰或毗連地段或處所的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。
 - (iv) 於「有蓋行人天橋」及「行人天橋支承件及連接段」存在期間，「承批人」不論日夜均必須時刻允許所有公眾免費步行或乘坐輪椅通越、再通越、行經及上落「有蓋行人天橋」及「行人天橋支承件及連接段」，以作所有合法用途。
 - (v)「承批人」必須自費保持「有蓋行人天橋」及「行人天橋支承件及連接段」無論日夜也時刻照明充足以達致「署長」滿意及以便行人安全通行。

- (d)「承批人」、其傭僕、工人及承辦商因應「有蓋行人天橋」及「行人天橋支承件及連接段」的興建、改建、修理和維修作出或漏作任何行為，以致「政府」、其官員、代理、承辦商、工人或其他獲「政府」正式授權人員招致任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費或索求，「承批人」必須向彼等賠償並確保其免責。
- (e)「承批人」必須在本文協定的整個批租年期內，自費保養、管理、維持、修理及清潔「承批人」按照本特別批地條款(f)次條規定提供之「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分或更換部分以使妥善及充足的維修和良好及堅固的狀態，達致全面令「署長」滿意。
- (f) 如「該地段」或該處任何部分進行重建，以致必須拆卸「有蓋行人天橋」及「行人天橋支承件及連接段」或其任何部分，「承批人」必須在「署長」指定的期限內自費以「署長」全面滿意的方式進行更換工程，以興建及完成興建新的有蓋行人天橋及行人天橋支承件及連接段或其任何部分，有關的標準及設計、物料、寬度、水平和位置由「署長」批准或指定。

16. 「批地文件」第(27)條特別批地條款訂明：

- (a) 如非事前獲得「路政署署長」書面批准，不可在「批地文件」所夾附圖則 I 的粉紅色加黑斜線、粉紅色加黑斜線及黑點及粉紅色加黑斜線黑十字線及黑點顯示的範圍(以下簡稱「維修通道區」)以上、以下、上方、下方或以內搭建或興建任何建築物或構築物或任何建築物或構築物的支承件(包括圍牆及圍欄)。
- (c)「政府」及其正式授權的官員、承辦商及彼等之工人及彼等正式授權的任何其他人等(以下統稱「獲授權人等」)，在事前向「承批人」發出合理通知後，不論是否攜帶工具、設備或機器，有權利在不受限制及免付費地進出、再進出及通行「維修通道區」，以便進行「政府」規定或授權的毗連護土結構現場勘察、維修工程及現場檢查。

17. 「批地文件」第(33)條特別批地條款訂明：

- (a) 如非事前獲得「署長」書面批准，不得干擾或移除該地段或其任何部分或任何毗鄰「政府」土地上現存的墳墓、「伯公」或「金塔」。
- (b) 在得到本特別批地條款(a)次條所指「署長」的批准之後，承批人應自費遷移該等墳墓、「伯公」和「金塔」，以達到「署長」滿意的程度為止，並應遵守「署長」關於該等遷移工程的任何要求。承批人應保證「政府」和「署長」免於因為任何墳墓、「伯公」和「金塔」的遷移或損毀而引起或伴隨的一切法律行動、訴訟、費用、索償(包括「薨符」儀式)和要求而蒙受損失。
- (c) 遵從本特別批地條款(a)及(b)次條規定，不得於「該地段」豎立或建造墳墓或骨灰龕，亦不得於「該地段」安葬或存放任何人類骸骨或動物骸骨，無論是否安葬或存放在陶罐、骨灰甕或其他器皿。

18. 「批地文件」第(35)條特別批地條款訂明：

- (a) (iv) 根據本特別批地條款(a)(i)及(a)(iii)次條提供的車位(即「住宅車位」及「訪客車位」)只可分別作上述次條訂明的用途，不可作任何其他用途，其中特別禁止在此等車位存放、陳列或展示車輛招售等。
- (b) (iii) 根據本特別批地條款(b)(i)次條提供的車位(即非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)車位)只可用於停泊根據《道路交通條例》或其任何附屬規例及修訂法例持牌並且屬於現已或將會興建於「該地段」作上述次條所訂相關用途之各建築物佔用人及彼等真正訪客、來賓或賓客的車輛，其中特別禁止在車位存放、陳列或展示車輛招售等。

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- (c) (iii) 根據本特別批地條款(c)(i)次條提供的車位(即「傷殘人士車位」)只可用於停泊《道路交通條例》或其附屬規例及修訂法例界定為傷殘人士使用並且屬於現已或將會興建於「該地段」各建築物居民或佔用人及彼等真正訪客、來賓或賓客車輛，其中特別禁止在車位存放、陳列或展示車輛招售等。
- (d) (ii) 「住宅電單車車位」只可用於停泊根據《道路交通條例》或其任何附屬規例及修訂法例持牌並且屬於現已或將會興建於「該地段」各建築物住宅單位居民及彼等真正訪客、來賓或賓客的電單車，其中特別禁止在車位存放、陳列或展示車輛招售等。
- (d) (iii) 根據本特別批地條款(d)(i)(II)次條提供的非工業用途(不包括私人住宅、貨倉、寫字樓、酒店及加油站)「電單車車位」只可用於停泊根據《道路交通條例》或其任何附屬規例及修訂法例持牌並且屬於現已或將會興建於「該地段」作本特別批地條款(b)(i)次條所訂相關用途之各建築物佔用人及彼等真正訪客、來賓或賓客的電單車，其中特別禁止在車位存放、陳列或展示車輛招售等。
- (e) 「該地段」必須提供令「署長」滿意的車位，以停泊屬於現已或將會興建於「該地段」各建築物居民及彼等真正訪客、來賓或賓客的單車。

19. 「批地文件」第(36)條特別批地條款訂明：

- (b) (i) 根據本特別批地條款(a)(i)(I)及(a)(i)(II)次條提供的客貨上落車位(3.5米寬及11.0米長)，除供與上述條款所訂各建築物相關的貨車停泊上落客貨外，不可作任何其他用途；
- (ii) 根據本特別批地條款(a)(i)(III)次條提供的客貨上落車位(3.5米寬及7.0米長)，除供與上述條款所訂各建築物相關的貨車停泊上落客貨外，不可作任何其他用途；
- (iii) 根據本特別批地條款(a)(ii)次條提供作車輛(包括的士)上落乘客用途的停車處，除供與幼稚園相關的車輛(包括的士)上落乘客外，不可作任何其他用途；
- (iv) 根據本特別批地條款(a)(iii)次條提供作小巴(包括嫗姆車)上落乘客用途的停車處，除供與幼稚園相關的小巴(包括嫗姆車)上落乘客外，不可作任何其他用途。
- (c) 「垃圾車車位」除供垃圾車裝卸垃圾外，不可作任何其他用途。

20. 「批地文件」第(39)條特別批地條款訂明：

- (a) 「住宅車位」及「住宅電單車車位」不可：
 - (i) 轉讓，除非：
 - (I) 連同賦予專有權使用及佔用現已或將會興建於「該地段」各建築物一個或多個住宅單位的不可分割份數一併轉讓；或
 - (II) 承讓人現時已擁有具專有權使用及佔用現已或將會建於「該地段」各建築物一個或多個住宅單位的不可分割份數；或
 - (ii) 分租除租予現已或將會建於「該地段」各建築物內住宅單位的居民除外。

於任何情況下，現已或將會建於「該地段」各建築物內任何一個住宅單位的業主或居民概不可承讓或承租多於三(3)個「住宅車位」及「住宅電單車車位」。

21. 「批地文件」第(43)條特別批地條款訂明：

- (a) 倘若有或已有任何土地遭削去、移走或向後退入，或任何建造、填土或任何類型的斜坡處理工程，不論是否已經地政總署署長事先書面同意，無論在該地段範圍內或任何政府地段，如是為了或是有關構成、平整或發展該地段或相關的任何部分，或根據特別條款下「承批人」須做的任何其他工程，或為任何其他目的，「承批人」須自費進行和建設於當時或在其後任何時間有必要或可能需要的斜坡處理工程、護土牆或其他承托、防護、排水或任何其他附屬工程，以保護及支撐該地段及任何相鄰或毗鄰該地段的政府土地或租用土地，並避免和防止其後出現滑土、山泥傾瀉或地陷的情況。「承批人」須時刻於特此已同意批准的年期內，自費維持該土地、斜坡處理工程、護土牆或其他承托、防護、排水或任何其他附屬工程在維修充足及良好的狀況，以令「署長」滿意。

22. 「批地文件」第(48)條特別批地條款訂明：

- (a) 「承批人」必須自費以「署長」滿意的方式在「該地段」邊界內或「政府」土地上興建及維持「署長」認為必要的排水渠及渠道，旨在截流及轉送所有降於或流經「該地段」的暴雨水及雨水至最近的河道、集水井、渠道、海或「政府」雨水渠。如該等暴雨水或雨水構成任何破壞或滋擾，「承批人」必須獨力承擔法律責任並向「政府」及其人員彌償所有因此招致之訴訟、索償及索求。

23. 「批地文件」第(49)條特別批地條款訂明：

- (a) 遵從本特別批地條款(b)次條規定，「承批人」必須自費在「該地段」內提供、興建及維持適當的污水處理及處置設施，以全面令環境保護署署長滿意。

24. 「批地文件」第(50)條特別批地條款訂明：

- (a) 遵從本特別批地條款(g)次條規定，「承批人」必須設計、興建、管理、保養及維持臨時污水系統(以下簡稱「臨時污水系統」)，接駁至位於馬鞍山及西沙路交界處的污水沙井或「署長」以書面批准位於其他地點的污水沙井，以令「署長」滿意。
- (b) 「承批人」必須在本文協定的整個批租年期內自費保養、維持及修理「臨時污水系統」以令「署長」滿意，直至有適當的永久公共污水系統可用為止。如永久公共污水系統可供使用及在「政府」發出拆卸通知時，「承批人」必須在當日後二十四(24)個曆月內自費拆卸「臨時污水系統」並還原受影響地方。

1. The development is situated on Sha Tin Town Lot No. 502 (“the lot”).
2. The lot was granted for a term of 50 years commencing from 4th February 2010.
3. Special Condition No. (12) of the Land Grant stipulates that:-

The lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for non-industrial (excluding godown, office, hotel and petrol filling station) purposes.
4. Special Condition No. (6) of the Land Grant stipulates that:-

(a) The Grantee shall:

(i) within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) (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 Plan I annexed to the Land Grant (hereinafter referred to as “the Green Area”); and

(II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as “the Structures”)

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

(ii) within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) 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; 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. (7) of the Land Grant.

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

The Green Area shall be re-delivered to the Government on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on the date of a letter from the Director indicating that the Land Grant has 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. (6) of the Land Grant or otherwise.

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

The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with the Land Grant and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March, 2018.

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

No tree growing on the lot or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.
8. Special Condition No. (14) of the Land Grant stipulates that:-

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

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

(c) In the event that any part of the recreational facilities and facilities ancillary thereto is exempted from the gross floor area calculation pursuant to sub-clause (b) of this Special Condition (hereinafter referred to as “the Exempted Facilities”):

(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.

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

(a) (ii) Office accommodation for watchmen or caretakers or both shall not be used for any purpose other than office accommodation for watchmen or caretakers or both, who are wholly and necessarily employed on the lot;

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

(a) (ii) Quarters for watchmen or caretakers or both shall not be used for any purpose other than the residential accommodation of watchmen or caretakers or both, who are wholly and necessarily employed within the lot.

12. Special Condition No. (22) of the Land Grant stipulates that:-

(a) (i) One office for the use of the Owners' Corporation or the Owners' Committee shall not be used for any purpose other than for meetings and administrative work of the Owners' Corporation or Owners' Committee formed or to be formed in respect of the lot and the buildings erected or to be erected thereon;

13. Special Condition No. (23) of the Land Grant stipulates that : -

The Grantee shall at his own expense and to the satisfaction of the Secretary for Education provide within the lot accommodation for a kindergarten comprising 7 classrooms and other ancillary facilities having a total gross floor area of not less than 840 square metres which kindergarten shall be operated in all respects to the satisfaction of the Secretary for Education.

14. Special Condition No. (24) of the Land Grant stipulates that:-

(a) The Grantee shall within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such continuous or segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in sub-clause (b) of this Special Condition (hereinafter referred to as “the Public Pedestrian Walkway”) at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve.

(b) The Public Pedestrian Walkway shall follow the shortest possible route or such other route as may be approved by the Director and shall have a width of not less than 7.6 metres and not more than 20 metres, or such other widths as may be approved by the Director, and at least 6 metres, or such other minimum width as may be approved by Director, of it shall be covered and the Public Pedestrian Walkway shall be constructed and designed so as to link up the future footbridges as shown and marked “COVERED FOOTBRIDGE” and “PROPOSED FUTURE FOOTBRIDGE” on Plan I annexed to the Land Grant.

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

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- (d) The Grantee shall throughout the whole term hereby agreed to be granted keep the Public Pedestrian Walkway open for the use by members of the public 24 hours a day free of charge without any interruption.

15. Special Condition No. (25) of the Land Grant stipulates that:-

- (a) The Grantee shall within 96 calendar months from the date of this Agreement (i.e. 4th February 2010) or within such time limit as may be approved by the Director at the Grantee's own expense and in all respects to the satisfaction of the Director construct:
- (i) one single-storeyed covered footbridge (hereinafter referred to as "the Covered Footbridge") 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 Footbridge) as shall be required or approved by the Director, in the approximate position shown and marked "COVERED FOOTBRIDGE" on Plan I annexed to the Land Grant. The Covered Footbridge shall be constructed 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 light fittings as the Director in his sole discretion may require. The Covered Footbridge shall connect with the existing footbridge leading to Wu Kai Sha Station of Ma On Shan Rail as shown on Plan I annexed to the Land Grant at the level of 16.45 metres above Hong Kong Principal Datum or at such other level as may be approved by the Director subject to a clear internal width of 7.6 metres and a clear internal headroom of 3.8 metres or such other width or headroom as may be approved by the Director.
- (ii) in the lot or the building or buildings to be erected upon the lot supports and connections (hereinafter referred to as "the Footbridge Supports and Connections") with such materials, to such specifications and standards and at such points and levels as shall be required and approved by the Director for the proposed pedestrian footbridges which are to be located at the approximate positions indicated on Plan I annexed to the Land Grant and marked "COVERED FOOTBRIDGE" and "PROPOSED FUTURE FOOTBRIDGE" so that the said proposed pedestrian footbridges can be constructed and connected to the lot and that pedestrian access can be gained over the said proposed pedestrian footbridges to and from the Public Pedestrian Walkway.
- (c) (i) The Covered Footbridge and the Footbridge Supports and Connections shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.
- (ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge and the Footbridge Supports and Connections either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.
- (iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge and the Footbridge Supports and Connections anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge and the Footbridge Supports and Connections or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.
- (iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge and the Footbridge Supports and Connections are in existence 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 Footbridge and the Footbridge Supports and Connections.
- (v) The Grantee shall at his own expense keep the Covered Footbridge and the Footbridge Supports and Connections illuminated at all times during the day and night to the satisfaction of the Director so that pedestrian traffic may safely be carried thereon.

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

- (e) Throughout the whole of the term hereby agreed to be granted the Grantee shall at his own expense upkeep, manage, maintain, repair and clean the Covered Footbridge and the Footbridge Supports and Connections or any part and parts thereof or any replacement thereof to be provided by the Grantee in accordance with sub-clause (f) of this Special Condition in good and substantial repair and condition and 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 Footbridge and Footbridge Supports and Connections or any part or parts thereof are required to be demolished, the Grantee shall, within such time limit as shall be laid down by the Director, at his own expense and in all respects to the satisfaction of the Director, replace the same by the construction and completion of such new covered footbridge and footbridge supports and connections or a part or parts thereof to such standards and with such design, materials and at such width, levels and positions as the Director shall approve or require.

16. Special Condition No. (27) of the Land Grant stipulates that:-

- (a) No building or structure or support for any building or structure (including boundary walls and fences) shall be erected or constructed on, over, under, above, below or within the areas shown coloured pink hatched black, pink hatched black stippled black and pink hatched black cross hatched black stippled black (hereinafter referred to as "the Maintenance Access Area") on Plan I annexed to the Land Grant except with the prior written approval of the Director of Highways.
- (c) The Government and his duly authorized officers, contractors, his or their workmen and any other persons authorized by him or them (hereinafter collectively referred to as "the authorized persons") with or without tools, equipment, or machinery shall upon reasonable prior notice being given to the Grantee have the right of unrestricted ingress, egress and regress to, from and through the Maintenance Access Area free of costs for the purposes of carrying out site investigation, maintenance works and site inspection of the adjoining retaining structures which the Government may require or authorize.

17. Special Condition No. (33) of the Land Grant stipulates that:-

- (a) No grave, "Pak Kung" or "Kam Tap" presently existing on the lot or any part thereof or on any Government land adjacent thereto shall be interfered with or removed without the prior written approval of the Director.
- (b) Subject to the approval of the Director under sub-clause (a) of this Special Condition, the Grantee shall at his own expense remove such graves, "Pak Kung" and "Kam Tap" to the satisfaction of the Director and comply with any requirement of the Director in respect of the removal works. The Grantee shall indemnify the Government and the Director from and against all actions, suits, costs, claims for compensation (including "Tun Fu" ceremonies) and demands whatsoever arising out of or incidental to the removal of or damage to any graves, "Pak Kung" and "Kam Tap".
- (c) Subject to sub-clauses (a) and (b) of this Special Condition, no grave or columbarium shall be erected or made on the lot, nor shall any human remains or animals remains whether in earthenware jars, cinerary urns or otherwise be interred or deposited thereon.

18. Special Condition No. (35) of the Land Grant stipulates that:-

- (a) (iv) The spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition (i.e. Residential Parking Spaces and visitors' parking spaces) shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

- (b) (iii) The spaces provided under sub-clause (b)(i) of this Special Condition (i.e. parking spaces for non-industrial (excluding private residential, godown, office, hotel, and petrol filling station) purposes) shall not be used for any purpose other than for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the respective purposes stipulated in the said sub-clause 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.
- (c) (iii) The spaces provided under sub-clause (c)(i) of this Special Condition (i.e. parking spaces for vehicles of disabled persons) shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (d) (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.
- (d) (iii) The spaces provided under sub-clause (d)(i)(II) of this Special Condition (i.e. motor cycle parking spaces for non-industrial (excluding private residential, godown, office, hotel, and petrol filling station) purposes) shall not be used for any purpose other than for the parking of motor cycles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the occupiers of the building or buildings erected or to be erected on the lot for the purpose stipulated in sub-clause (b)(i) of this Special Condition and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.
- (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 building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees.

19. Special Condition No. (36) of the Land Grant stipulates that:-

- (b) (i) Loading and unloading spaces (3.5 metres in width and 11.0 metres in length) provided under sub-clause (a)(i)(I) and (a)(i)(II) of this Special Condition shall not be used for any purpose other than for the parking, loading and unloading of goods vehicles in connection with the building or buildings referred to therein;
- (ii) Loading and unloading spaces (3.5 metres in width and 7.0 metres in length) provided under sub-clause (a)(i)(III) of this Special Condition shall not be used for any purpose other than for the parking, loading and unloading of goods vehicles in connection with the building or buildings referred to therein;
- (iii) Lay-bys for the picking up and setting down of passengers from motor vehicles (including taxis) provided under sub-clause (a)(ii) of this Special Condition shall not be used for any purpose other than for picking up and setting down of passengers from motor vehicles (including taxis) in connection with the kindergarten;
- (iv) Lay-bys for the picking up and setting down of passengers from mini-bus (including nanny van) provided under sub-clause (a)(iii) of this Special Condition shall not be used for any purpose other than for picking up and setting down of passengers from mini-bus (including nanny van) in connection with the kindergarten.
- (c) Refuse collection vehicle spaces shall not be used for any purpose other than for the loading and unloading of refuse collection vehicles.

20. Special Condition No. (39) of the Land Grant stipulates that:-

- (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.

21. Special Condition No. (43) of the Land Grant stipulates that:-

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

22. Special Condition No. (48) of the Land Grant stipulates that:-

- (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, sea 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.

23. Special Condition No. (49) of the Land Grant stipulates that:-

- (a) Subject to sub-clause (b) of this Special Condition, the Grantee shall at his own expense provide, construct and maintain adequate sewage treatment and disposal facilities within the lot all to the satisfaction of the Director of Environmental Protection.

24. Special Condition No. (50) of the Land Grant stipulates that:-

- (a) Subject to sub-clause (g) of this Special Condition, the Grantee shall design, construct, manage, uphold and maintain a temporary foul sewage system (hereinafter referred to as “the Temporary Foul Sewage System”) connecting to the sewage manhole located at the junction of Ma On Shan and Sai Sha Road or at such other location as may be approved in writing by the Director to the satisfaction of the Director.
- (b) The Grantee shall at his own expense uphold, maintain and repair the Temporary Foul Sewage System to the satisfaction of the Director throughout the term hereby agreed to be granted until the suitable permanent public sewer is available. Upon the availability of the suitable permanent public sewer and the demand of the Government, the Grantee shall at his own expense remove the Temporary Foul Sewage System and reinstate the affected area within 24 calendar months from the availability of permanent public sewer.