

# 16. 公共設施及公眾休憩用地的資料

## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

### A. 批地文件規定須興建並提供予政府或供公眾使用的任何設施

#### 1. 描述

- (a) 批地文件特別批地條款第(3)(a)(i)(I)及(II)條所指的綠色範圍及該構築物。
- (b) 批地文件特別批地條款第(7)(a)條所指的黃色範圍。
- (c) 批地文件特別批地條款第(41)(b)(iv)條所指的改道公用服務設施。
- (d) 批地文件特別批地條款第(49)(c)條所指的外部工程。

#### 2. 公眾有權按照批地文件使用第1(a)段所述的設施。

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

#### 1. 描述

批地文件特別批地條款第(3)(a)(i)(I)及(II)條所指的綠色範圍及該構築物(直至綠色範圍的管有根據批地文件特別批地條款第(4)條交回政府)。

#### 2. 公眾有權按照批地文件使用第1段所述的設施。

#### 3. 該等設施按規定須由期數中的住宅物業的擁有人出資管理、營運或維持。

#### 4. 期數中的住宅物業的擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施的部分開支。

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

不適用。

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

不適用。

### E. 顯示該等設施、休憩用地及土地中的該等部分的位置的圖則

請參閱本節結尾部分的圖則。

### F. 批地文件中關於該等設施、休憩用地及土地中的該等部分的條文

#### (1) 批地文件特別批地條款第(3)條規定：

##### (a) 買方必須：

- (i) 在2018年10月31日或之前或署長批准的其他日期，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，全面令署長滿意：

- (I) 鋪設及構造在批地文件所夾附圖則以綠色顯示的日後興建公共道路部分(以下稱「綠色範圍」)；及

- (II) 提供及建造署長全權酌情決定要求的橋、隧道、上跨路、下通道、暗渠、高架道路、天橋、行人路、道路或其他結構物(以下統稱「該構築物」)

以致可在綠色範圍進行興建建築物及供車輛及行人往來；

- (ii) 在2018年10月31日或之前或署長批准的其他日期，自費令署長滿意在綠色範圍表面整飾、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、交通標誌、街道設施及道路標記；及

- (iii) 自費保養綠色範圍連同該構築物及在該處上及內建造、裝設及提供的所有結構物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物使署長滿意，直至按照本文特別批地條款第(4)條交還綠色範圍的管有予政府時為止。

- (b) 倘若買方未能於指定日期或經署長批准的其他日期內履行其在本特別批地條款第(a)條的義務，政府可進行必要的工程，費用一概由買方負責，買方須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

- (c) 倘因買方履行本特別批地條款第(a)條的義務或政府行使本特別批地條款第(b)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

#### (2) 批地文件特別批地條款第(4)條規定：

僅為進行拆卸工程及本文特別批地條款第(3)條規定的必要工程，買方於批地文件訂立日(即2016年9月8日)獲綠色範圍的管有。買方須在政府要求時把綠色範圍交回給政府，及無論如何須在署長發出的信函說明所有此等批地條款已妥善履行令其滿意當日被視為已由買方交回給政府。買方在管有綠色範圍期間，須在一切合理時間允許所有政府及公 車輛及行人自由通行及經越綠色範圍，並確保該通行不會因為進行拆卸工程及不論是否根據本文特別批地條款第(3)條進行的工程而受到干擾或妨礙。

#### (3) 批地文件特別批地條款第(5)條規定：

未經署長事先書面同意，買方不得將綠色範圍用作儲物或興建任何臨時結構物或用作進行拆卸工程及本文特別批地條款第(3)條規定的工程以外的任何其他用途。

#### (4) 批地文件特別批地條款第(6)條規定：

##### (a) 買方須於管有綠色範圍的所有合理時間：

- (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士有權通行、進出、往返及行經該地段及綠色範圍，以便視察、檢查及監督拆卸工程及遵照本文特別批地條款第(3)(a)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別批地條款第(3)(b)條規定的工程及署長認為於綠色範圍內必要的任何其他工程；

## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (ii) 在政府或獲其授權的相關公用事業公司要求時，批准政府或獲其授權的相關公用事業公司有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或相鄰土地或場所提供電話、電力、煤氣（如有）及其他服務設施所需的傳導媒介及附帶設備。買方須就以上在綠色範圍內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作；及
- (iii) 在水務監督的人員及彼等授權的其他人士要求時，批准水務監督的人員及彼等授權的其他人士有權通行、進出、往返及行經該地段及綠色範圍，以便在綠色範圍內進行任何有關任何其他水務設施的運作、保養、維修、更換及改動工程。
- (b) 政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司均不會就政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司任何一方行使其權利或處理附帶於此等權利之事宜而令買方或任何其他人士招致或蒙受的任何損失、損害、滋擾或騷擾而負上責任。
- (5) 批地文件特別批地條款第(7)條規定：
- (a) 買方必須在2022年9月30日或之前或署長批准的其他日期，自費以署長批准的方式及物料，按署長批准的標準、水平、定線和設計鋪設、構造及園景在批地文件所夾附圖則以黃色顯示的部分（以下稱「黃色範圍」），全面令署長滿意。
- (b) 買方必須其後自費保養黃色範圍或其任何一個或多個部分全面令署長滿意，直至按照本文特別批地條款第(8)條交還黃色範圍的管有予政府時為止。
- (c) 倘若買方未能於該指定日期或經署長批准的日期內履行其在本特別批地條款第(a)條的義務或買方未能履行其在本特別批地條款第(b)條的義務，政府可進行必要的工程，費用一概由買方負責並須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。
- (d) 倘因買方履行本特別批地條款第(a)及(b)條的義務或政府行使本特別批地條款第(c)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。
- (6) 批地文件特別批地條款第(8)條規定：
- 僅為進行拆卸工程及本文特別批地條款第(7)條規定的必要工程，買方於批地文件訂立日獲黃色範圍的管有。買方須在政府要求時把黃色範圍或其任何一個或多個部分交回給政府，及無論如何黃色範圍須在署長發出的信函說明所有此等批地條款已妥善履行令其滿意當日被視為已由買方交回給政府。買方在管有黃色範圍或其任何一個或多個部分期間，須在一切合理時間允許所有政府及車輛及行人自由通行及經越黃色範圍或其該任何一個或多個部分，並確保該通行不會因為進行拆卸工程及不論是否根據本文特別批地條款第(7)條進行的工程而受到干擾或妨礙。
- (7) 批地文件特別批地條款第(9)條規定：
- 未經署長事先書面同意，買方不得將黃色範圍或其任何一個或多個部分用作儲物或興建任何臨時結構物或用作進行拆卸工程及本文特別批地條款第(7)條規定的工程以外的任何其他用途。
- (8) 批地文件特別批地條款第(10)條規定：
- (a) 買方須於管有黃色範圍或其任何一個或多個部分的所有合理時間：
- (i) 批准政府、署長及其人員、承建商及代理和獲署長授權的任何其他人士有權通行、進出、往返及行經該地段及黃色範圍或其任何一個或多個部分，以便視察、檢查及監督拆卸工程及遵照本文特別批地條款第(7)(a)條及第(7)(b)條規定進行的任何工程，以及進行、視察、檢查及監督本文特別批地條款第(7)(c)條規定的工程，及署長認為於黃色範圍或其任何一個或多個部分內必要的任何其他工程；
- (ii) 在政府或獲其授權的相關公用事業公司要求時，批准政府或獲其授權的相關公用事業公司有權通行、進出、往返及行經該地段及黃色範圍或其任何一個或多個部分，以便在黃色範圍或其任何一個或多個部分或任何毗連土地之內、之上或之下進行任何工程，包括但不限於鋪設及其後保養所有喉管、電線、管道、電纜槽及擬為該地段或任何毗連或相鄰土地或場所提供電話、電力、煤氣(如有)及其他服務設施所需的傳導媒介及附帶設備。買方須就以上在黃色範圍或其任何一個或多個部分內進行的任何工程所有相關事宜，與政府及獲其正式授權的相關公用事業公司充分合作。
- (b) 倘因政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司任何一方行使其權利或處理附帶於此等權利之事宜導致或而令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承建商及代理和根據本特別批地條款第(a)條獲正式授權的任何人士或公用事業公司概不承擔任何責任或義務。
- (9) 批地文件特別批地條款第(40)條規定：
- 買方須於所有時間，特別是在進行建造、保養、翻新或維修工程(下稱「工程」)時，採取或促使他人採取所有適當及充分的小心、技巧及預防措施，避免對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分之上、上面、之下或毗連的任何政府或其他現有的排水渠、水路或水道、總水管、道路、行人路、街道設施、污水渠、明渠、喉管、電纜、電線、公用事業設施或任何其他工程或裝置(以下統稱「服務設施」)造成任何損害、騷擾或妨礙。買方在進行任何工程之前須進行或促使他人進行完善調查及查詢核實服務設施的現時位置及水平，並向署長提交處理任何可能被工程影響的服務設施各方面的建議書供其批准，且必須在取得署長對工程及上述建議書作出的書面批准後，才能進行該等工程。買方須遵從及自費履行署長在批准時對服務設施作出的任何要求，包括承擔進行任何必要的改道、重鋪或恢復原狀的費用。買方須自費維修、修復及使其回復原狀任何因工程對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條所指的綠色加交叉黑斜線範圍或該等其任何部分或任何服務設施以任何方式引起的任何損害、騷擾或妨礙(除非署長另作選擇，否則明渠、污水渠、雨水渠或總水管須由署長進行修復，而買方須應要求向政府支付該等工程的費用)，令署長全面滿意。如買方未能對該地段、綠色範圍、黃色範圍、本文特別批地條款第(49)(a)條



# 16. 公共設施及公眾休憩用地的資料

## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

所指的綠色加交叉黑斜線範圍或該等其任何部分或任何服務設施進行任何該等必要的改道、重鋪、維修、修復及使其回復原狀工程，以令署長滿意，署長可進行其認為必要的任何該等改道、重鋪、維修、修復或使其回復原狀工程，而買方須應要求向政府支付該等工程的費用。

(10) 批地文件特別批地條款第(41)條規定：

- (a) (i) 買方現確認於批地文件訂立日，該地段、綠色範圍及黃色範圍之上、上面、之下有現有服務該地段毗鄰或毗連政府土地的公用服務設施，其中包括但不限於喉管、電線、電纜、儀錶、開關裝置及其他附帶裝置(以下統稱「現存公用服務設施」)。買方須自費進行或促使他人進行適當的勘測及必要的了解，確定現存公用服務設施的現時位置及水平。於本特別批地條款，署長就何謂現存公用服務設施所作的決定為最終決定並對買方具有約束力。
- (ii) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於批地文件訂立日的現狀及情況，並受制於現存公用服務設施的存在及用途，而買方不得因此或就此提出或作出任何性質的異議或索償。
- (iii) 倘因現存公用服務設施的存在及用途導致或令買方或任何人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任或義務，買方不可就任何此等損失、損害、滋擾或騷擾，向政府索償，不論為直接或間接由現存公用服務設施的存在及用途有關引起或導致。
- (iv) 除因以符合本特別批地條款第(b)(i)條所指而進行的現存公用服務設施改道工程為目的，買方不得拆卸、損害、更改、重置、干擾或妨礙或批准或容許拆卸、損害、更改、重置、干擾或妨礙現存公用服務設施或其任何一個或多個部分。
- (b) (i) 買方須在2022年9月30日或之前或署長批准的其他日期，自費令署長全面滿意進行更改現存公用服務設施之工程致使其置於該地段毗鄰或毗連政府土地部分或其他經署長批准或要求的位置(下稱「現存公用服務設施改道工程」)。
- (ii) 於現存公用服務設施改道工程開展前，買方須自費提交或促使他人提交予署長現存公用服務設施改道工程的建議書供其書面批准，且必須在取得署長對上述建議書作出書面批准後才能進行現存公用服務設施改道工程。
- (iii) 買方須自費於根據本特別批地條款第(b)(i)條指定時限內進行及完成署長批准的現存公用服務設施改道工程並符合所有署長批准時的附加要求，包括但不限制於提供、建造、保養、維修、拆卸和拆除現存公用服務設施的費用令署長全面滿意。
- (iv) 現存公用服務設施改道工程完成後，買方須自費保養興建或建造於現存公用服務設施改道工程所包含之公用設施或其他結構物(以下統稱「改道公用服務設施」)使其直至改道公用服務設施根據本特別批地條款(b)(v)條移交政府、保持狀況良好令署長全面滿意。
- (v) 買方須應署長要求時，於署長指定時限內交還予署長改道公用服務設施令署長滿意，亦不得向署長收取任何形式的款項或補償。
- (c) 倘若買方未能在於規定日期或經署長批准的日期內履行其在本特別批地條款第(b)條的義務，政府可進行必要的工程，費用一概由買方負責並須應要求向政府支付相等於該等費用的金額，該金額由署長決定，其決定為最終決定及對買方具有約束力。

(d) 倘因買方履行本特別批地條款第(b)條的義務或政府行使本特別批地條款第(c)條的權利或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任，及買方不得就任何該等損失、損害、滋擾或騷擾而向政府作出索償。

- (e) (i) 買方須於所有合理時間批准政府、署長及其人員、承建商及代理和獲署長授權的任何人士(不論有否帶同工具、設備、裝置、器械及車輛)有權自由及不受限制通行、進出、往返及行經該地段、綠色範圍(於買方佔管期間)及黃色範圍或其中一部分或多個部分(於買方佔管期間)及任何現已興建或將會興建在上的一幢或多幢建築物以便視察、運作、保養、修理和更新現存公用服務設施及改道公用服務設施、視察、檢查及監督現存公用服務設施改道工程及進行、視察、檢查及監督本特別批地條款第(c)條之工程或署長認為必要的任何其他工程
- (ii) 倘因根據本特別批地條款第(e)(i)條或其他情況導致或令買方或任何其他人士蒙受任何損失、損害、滋擾或騷擾，政府、署長及其人員、承建商及代理及獲署長根據本特別批地條款第(e)(i)條獲署長授權的任何人士概不承擔任何責任或義務，及買方不得就任何該等損失、損害、滋擾或騷擾而向任何該等人士作出索償。
- (f) 買方須就現存公用服務設施的存在及用途、進行現存公用服務設施改道工程及買方、其人員、代理人、承建商、工人及僱員就現存公用服務設施改道工程作出或遺漏的任何事情直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。

(11) 批地文件特別批地條款第(43)(a)至(f)條規定：

- (a) (i) 買方現確認於批地文件訂立日，綠色範圍、黃色範圍及該地段部分在批地文件所夾附圖則以粉紅色加黑斜線顯示範圍及標記“D.R.”(下稱「渠務專用範圍」)，現存直徑900毫米之雨水渠通過，其大約位置、定線在批地文件所夾附圖則以藍色線作顯示用途(下稱「現存雨水渠」)。
- (ii) 茲毋損本文一般批地條款第(5)條規定，買方將被視作已滿意及接受該地段於本協議訂立日的現狀及情況，並受制於現存雨水渠的存在及用途，而買方不得因此或就此提出或作出任何性質的異議或索償。
- (iii) 倘因現存雨水渠的存在及用途導致或令買方或其他人士蒙受任何損失、損害、滋擾或騷擾，政府概不承擔任何責任或義務，買方不可就現存雨水渠的存在及用途直接或間接引起或導致的任何該等損失、損害、滋擾或騷擾而向政府作出任何索償。
- (b) (i) 買方須自費進行或促使他人進行完善調查及查詢以核實現存雨水渠的真確位置、定線、水平及程度。買方須於批地文件訂立日6個月內或署長批准的其他日期，自費提交或促使他人提交予署長書面批准一份令署長全面滿意的報告(下稱「報告」)其中包含署長要求有關現存雨水渠真確位置、定線、水平及程度的有關資料及事項。
- (ii) (l) 買方同意在其根據本特別批地條款第(b)(i)條提交予署長報告後，署長可勾劃現存雨水渠的真確位置、定線、水平及程度及按署長全權酌情指定向買方發出書面通知調整渠務專用範圍的位置及定線(署長就此所作的決定為最終決定並對買方具有約束力)。就署長根據本(b)(ii)(l)條而已調整的渠務專用範圍稱為「已調整渠務專用範圍」。

## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (II) 已調整渠務專用範圍須替代及代替渠務專用範圍而本特別批地條款第(c)、(e)及(g)(iii)條內指的渠務專用範圍須應用於已調整的渠道專用範圍而於該(c)、(e)及(g)(iii)內指的「渠務專用範圍」由「已調整渠務專用範圍」所替代及代替。
- (iii) 在署長書面批准報告前，該地段上或其任何部分不可動工進行建造工程(拆卸工程及土地勘測工程除外)。
- (c) (i) 於渠務專用範圍、其之上、上面、上方、之下、下方或內部不可興建、建造或放置任何建築物、結構物、任何建築物或結構物的支承托物或地基或伸延物。
- (ii) 即使本特別批地條款第(c)(i)條之規定，如事前獲署長書面同意及受制於署長全權酌情制定的該等條款與條件包括所要求的行政及地價費用，買方可在渠務專用範圍興建、建造或放置圍牆、圍欄或小型結構物，惟倘及當署長要求，買方須自費在署長指定的期限內並令署長全面滿意拆除或拆卸此等圍牆、圍欄或結構物並恢復渠務專用範圍原狀及如買方未能在指定期限內或按緊急情況所需進行上述拆除、拆卸及恢復原狀工程，署長可按其視為需要執行該等工程。買方須應要求向政府支付有關工程的費用。
- (iii) 買方須就可興建、建造或放置於渠務專用範圍的圍牆、圍欄或其他小型結構物直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免費。
- (d) 於本協議的任何時間，政府、署長及獲其授權的人員、代理人、承建商、其或該等的工人及其他獲署長授權人員(以下統稱「相關人員」)，(不論有否帶同工具、設備、器械或車輛)有權於所有時候自由及不受限制通行、進出、往返及行經該地段或其任何部分及現已興建及將興建於其上的任何建築物或結構物，以便因應署長所要求或授權鋪設、視察、修理、更換及保養現存雨水渠。
- (e) 任何可妨礙現存雨水渠通路或引致其超出負擔的物件或物質(不論其性質)(包括署長根據本特別批地條款第(c)(ii)條批准的圍牆、圍欄及其他小型結構物)概不能放置於渠務專用範圍。在署長認為於渠務專用範圍存在物件或物質可妨礙現存雨水渠通路或引致其超出負擔(署長對此所作決定為最終的決定及對買方具有約束力)，署長有權以書面通知要求買方於署長指明時限內，自費及令署長全面滿意拆卸和拆除該等物件或物質及恢復渠務專用範圍原狀。如買方忽視或未能於指定時段內遵從該通知，或按緊急情況所需，署長可進行其認為需要的該等拆卸、拆除和復原工程而買方須應政府要求向政府支付有關工程的費用。
- (f) 除必須恢復其行使上述權利和權力時挖掘的坑槽至原狀外，倘因相關人員行使本特別批地條款第(d)條的權利或其他情況而導致或令買方或其他任何人士蒙受任何損失、損害、滋擾或騷擾政府及相關人員概不承擔任何責任，及買方不得就該等損失、損害、滋擾或騷擾而向政府或相關人員作出索償。
- (12) 批地文件特別批地條款第(49)條規定：
- (a) 買方確認該土地可能由於該地段的範圍內及該地段範圍外以綠色加交叉黑斜線顯示於批地文件所夾附圖則上(下稱「綠色加交叉黑斜線範圍」)的天然山坡性質而受山泥傾瀉和巨石下墜的危害所影響。
- (b) (i) 買方須於2017年9月30日或之前或署長批准的其他期限自費進行及完成令署長全面滿意，於該地段及綠色加交叉黑斜線範圍內的岩土勘測(下稱「岩土勘測」)，以便研究天然山坡山泥傾瀉危害。
- (ii) 岩土勘測結果須包括一份將由署長批准的緩解提議以作為進行、完成及保養所有需要於該地段內及於綠色加交叉黑斜線範圍上建造的緩解及鞏固工程及相關工程、提供通道以便日後保養已完成的緩解及鞏固工程(該通道提供下稱「維持通道」)，以保障任何現已興建或將興建於該地段上的一幢或多幢建築物及住客或佔用人、其真正的賓客、訪客和獲邀進入者免受由於該地段及綠色加交叉黑斜線範圍山泥傾瀉及巨石下墜的危害。
- (iii) 於該地段外或綠色加交叉黑斜線範圍上的任何維持通道提議必須受制於署長事先書面批准的約束及如經已批准，須作為已經署長絕對酌情決定的批准或要求的緩解提議之一部分(下稱「經批准緩解提議」)及甚至那時，署長有絕對酌情決定以書面通知要求買方自費於本協議任何時間內重置或消除於本地段外及綠色加交叉黑斜線範圍上的任何維持通道。
- (iv) 除非得到署長事先書面批准，任何土地勘測、緩解及鞏固工程及相關工程，及建造維持通道不能於綠色加交叉黑斜線範圍上或政府土地上進行。
- (c) 買方須於2022年9月30日或之前或署長批准的其他期限，自費進行及完成令署長全面滿意，根據經批准緩解提議的該等緩解及鞏固工程及相關工程及維持通道(該等於該地段內的緩解及鞏固工程及相關工程、及維持通道以下統稱「內部工程」及該等於綠色加交叉黑斜線範圍或任何政府土地上的緩解及鞏固工程及相關工程、及維持通道以下統稱「外部工程」)。
- (d) 買方現確認及同意除非買方已證明因技術性原因，包括但不限於岩土及安全原因，工程為嚴格地需要及不能避免至署長全面滿意，否則不能進行外部工程。署長有絕對酌情決定於批准該等工程時施加其認為合適的條款及條件。
- (e) 買方現確認及同意已進行的岩土勘測及外部工程為一次性質及於該等工程完成令署長全面滿意前，受山泥傾瀉和巨石下墜危害的任何興建於該地段上或該地段內任何範圍之任何建築物的所有部分並不能被佔用或使用。
- (f) (i) 買方在協議的所有時間內須自費保養內部工程及外部工程修葺良好堅固和狀況良好令署長全面滿意，以確保內部工程及外部工程能繼續發揮其設定的作用。
- (ii) 保養工程包括但不限於清理下墜於內部工程或外部工程或於本特別批地條款第(g)條所指的天然山坡危害緩解和鞏固工程圖則上所示的該地段或政府土地的山泥傾瀉泥石或巨石。
- (iii) 如買方違反責任，沒有按規定保養內部工程及外部工程，除政府可針對買方而具有的權利和補救外，署長亦有權以書面通知要求買方在署長絕對酌情決定認為適當的限期內進行該等保養工程。倘若買方在該通知指定限期內忽視或未能遵守該通知令署長滿意，署長可立即執行及進行所需的保養工程而買方須應要求向政府付還有關費用連同任何行政和專業費用及收費。
- (g) 買方須自費到土地註冊處就該土地註冊已獲署長批准的圖則，顯示內部工程及外部工程的位置、性質和涵蓋範圍以及該地段及政府土地內買方可能須要或被要求進行保養工程的位置和範圍，包括於該地段及政府土地範圍根據本特別批地條款第(f)條買方可能須要或被署長要求進行清理山泥傾瀉泥石或巨石的範圍及維持通道(有關圖則下稱「天然山坡危害緩解和鞏固工程圖則」)。



## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (h) 岩土勘測、內部工程及外部工程須全面遵從《建築物條例》，其任何附屬規例及任何修訂法例的規定及任何其他相關法例。
- (i) 為進行岩土勘測、進行及完成、視察及保養內部工程及外部工程為目的，買方有權由任何政府土地進出綠色加交叉黑斜線範圍及任何存在外部工程現已興建或將興建在上的政府土地而買方可能被要求或將被要求進行保養工程，包括受制於署長絕對酌情決定而可能施加的該等條款及條件清理於內部工程或外部工程上的山泥傾瀉泥石或巨石。
- (j) 倘因進行岩土勘測或因進行、視察及保養內部工程或外部工程而導致或令綠色加交叉黑斜線範圍、任何其他政府土地或任何該地段以外土地任何損害，買方須自費於署長規定時限內將其修復令署長全面滿意。
- (k) 買方須就其根據本特別批地條款正在進行或一直進行的工程或買方進行岩土勘測或內部工程及外部工程的設計、建造及保養的任何遺漏、疏忽或缺失，包括但不限於財產的損害或損失、喪失生命或身體受傷，直接或間接產生的所有責任、損失、損害、索償、開支、費用、收費、訴求、訴訟及法律程序向政府彌償，並確保其免責。

(13) 一份日期為2019年9月5日，以註冊摘要號碼19102901120013於土地註冊處註冊的通知書(「通知書」)再作規定，當按照批地文件特別批地條款第(49)(c)條完成外部工程(根據批地文件特別批地條款第(49)(c)條所界定釋義)，買方將沒有義務根據批地文件特別批地條款第(49)(f)保養位於綠色加交叉黑斜線範圍內於通知書所夾附圖則以綠色加黑點顯示的部分內(「該範圍」)的內部工程，而買方根據批地文件特別批地條款第(49)(i)條於該範圍的通行及進出權將終止。

#### G. 指明住宅物業的每一公契中關於該等設施、休憩用地及土地中的該等部分的條文

(1) 公契的定義規定：

在本公契中，除文意允許或另有規定外，以下詞語具有以下含義：

「改道公用服務設施」是指及應批地文件特別批地條款第(41)(b)(iv)條所指的改道公用服務設施所定義。

「屋苑公用設施」指擬供屋苑整體而並非只供任何個別部份公用及共享的設施，受制於公契條款，每位擁有人及佔用人可與屋苑所有其他擁有人及佔用人共用該等設施，當中包括但不限於該地段及屋苑內的改道公用服務設施部份(如有的話)，該地段及屋苑內的現存雨水渠部份(如有的話)，污水管，排水渠，雨水渠，水道，電纜，水管，電線，管槽，總沖廁水管，總食水管，機器及機械和其他類似的裝置，設施或服務，變壓房，電纜設備及為屋苑提供電力的所有相關設施及輔助電力裝置，設備及設施，以及由首位擁有人在任何時候按照公契條款召開的業主會議中通過的業主決議指定用作屋苑公用設施的其他屋苑額外裝置及設施，但(為免存疑)並不包括住宅公用設施及停車場公用設施。

「綠色範圍」是指及應批地文件特別批地條款第(3)(a)(i)(I)條所指的綠色範圍所定義。

「外部工程」是指及應批地文件特別批地條款第(49)(c)條所指的外部工程所定義。

「該構築物」是指及應批地文件特別批地條款第(3)(a)(i)(II)條所指的該構築物所定義。

「黃色範圍」是指及應批地文件特別批地條款第(7)(a)條所指的黃色範圍所定義。

(2) 公契第13(i)(xviii)、13(i)(xix)、13(i)(xxi)及13(i)(xxiv)條規定：

管理開支須包括為了良好和有效率地管理和保養該地段、屋苑及公用地方及設施而必要及合理地招致的所有支出，包括但在不影響前述條文一般性的原則下以下各項費用、收費及支出：

- (xviii) 為符合及履行根據批地文件特別批地條款第(3)(a)(iii)條保養綠色範圍連同該構築物及在該處上及內建造、裝設及提供的所有結構物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物(直至交還綠色範圍的管有予政府)所招致的所有費用及開出。
- (xix) 為符合及履行根據批地文件特別批地條款第(7)(b)條保養黃色範圍直至交還管有予政府)所招致的所有費用及開支。
- (xxi) 為符合及履行根據批地文件特別批地條款第(41)(b)(iv)條保養改道公用服務設施(直至交還管有予政府)所招致的所有費用及開支。
- (xxiv) 為符合及履行根據批地文件特別批地條款第(49)(f)條保養內部工程及外部工程所招致的所有費用及開支。

(3) 公契第37(bl)、(bm)、(bp)、(bs)及(bt)條規定：

受限於《建築物管理條例》，管理人有權代表所有擁有人根據本公契就必要或適宜管理屋苑而作出所有相關行為及事情，每位業主在此不得撤回地委任管理人作為代理人處理有關任何涉及公用地方及設施的事情。除了本公契明確規定的其他權力外，惟受《建築物管理條例》監管，管理人擁有充分及不受限制的權限為妥善管理該地段及屋苑作出所有必要或適宜的行為和事情，在任何方面不影響前述條文一般性的原則下包括：

- (bl) 為符合及履行批地文件特別批地條款第(3)(a)(iii)條代表所有業主保養綠色範圍連同該構築物及在該處上及內建造、裝設及提供的所有結構物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物(在綠色範圍尚未交還予政府的情況下)。
- (bm) 為符合及履行批地文件特別批地條款第(7)(b)條代表所有業主保養黃色範圍(在黃色範圍尚未交還予政府的情況下)。
- (bp) 為符合及履行批地文件特別批地條款第(41)(b)(iv)條代表所有業主保養改道公用服務設施(在改道公用服務設施尚未交還予政府的情況下)。
- (bs) 為符合及履行批地文件特別批地條款第(49)(f)條代表所有業主保養內部工程及外部工程。
- (bt) 有唯一權力代表所有業主與政府或任何法定機構或公共事業公司或其他主管當局或任何其他人士處理任何所有觸及或關於綠色範圍或該構築物或黃色範圍或改道公用服務設施(直至其管有交還予政府)。

## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

(4) 公契附表三第44條規定：

擁有人須符合及履行批地文件特別批地條款第(3)(a)(iii)條而保養綠色範圍連同該構築物及在該處上及內建造、裝設及提供的所有結構物、路面、溝渠、污水管、排水渠、消防栓、服務設施、街燈、交通標誌、街道設施、道路標記及植物(直至綠色範圍之管有交還予政府)。

(5) 公契附表三第45條規定：

擁有人須符合及履行批地文件特別批地條款第(7)(b)條而保養黃色範圍直至其管有交還予政府。

(6) 公契附表三第49條規定：

擁有人須符合及履行批地文件特別批地條款第(41)(b)(iv)條而保養改道公用服務設施直至其管有交還予政府。

(7) 公契附表三第54條規定：

擁有人須符合及履行批地文件特別批地條款第(49)(f)條而保養內部工程及外部工程。



## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

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

1. Description
  - (a) The Green Area and the Structures as referred to in Special Condition No.(3)(a)(i)(I) and (II) of the Land Grant.
  - (b) The Yellow Area as referred to in Special Condition No.(7)(a) of the Land Grant.
  - (c) The Diverted Utilities as referred to in Special Condition No.(41)(b)(iv) of the Land Grant.
  - (d) The Outside Works as referred to in Special Condition No.(49)(c) of the Land Grant.
2. The general public has the right to use the facilities mentioned in paragraph 1(a) in accordance with the Land Grant.

#### B. Any facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

1. Description

The Green Area and the Structures as referred to in Special Condition No.(3)(a)(i)(I) and (II) of the Land Grant (until such time as possession of the Green Area has been re-delivered to the Government in accordance with Special Condition No.(4) of the Land Grant).
2. The general public has the right to use the facilities mentioned in paragraph 1 in accordance with the Land Grant.
3. The facilities are required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase.
4. The owners of the residential properties in the Phase are required to meet a proportion of the expense of managing, operating or maintaining the facilities through the management expenses apportioned to the residential properties concerned.

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

Not applicable.

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

Not applicable

#### E. Plan that shows the location of those facilities and open spaces and those parts of the land

Please refer to the plan at the end of this section.

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

- (1) Special Condition No.(3) stipulates that:

##### (a) The Purchaser shall:

- (i) on or before the 31st day of October 2018 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 that portion of the future public road 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 Structures") so that building, vehicular and pedestrian traffic may be carried on the Green Area;
- (ii) on or before the 31st day of October 2018 or such other date as may be approved by the Director, at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
- (iii) maintain at his own expense the Green Area together with the 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 re-delivered to the Government in accordance with Special Condition No.(4) of the Land Grant.

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

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

## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

(2) Special Condition No.(4) stipulates that:

For the purpose only of carrying out the Demolition Works and the necessary works specified in Special Condition No.(3) hereof, the Purchaser shall on the date of the Land Grant (ie the 8th September 2016) be granted possession of the Green Area. 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 Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser 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 Demolition Works and the works whether under Special Condition No.(3) of the Land Grant or otherwise.

(3) Special Condition No.(5) stipulates that:

The Purchaser shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No.(3) hereof.

(4) Special Condition No.(6) stipulates that:

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

- (i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Green Area for the purpose of inspecting, checking and supervising the Demolition Works and any works to be carried out in compliance with Special Condition No.(3)(a) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(3)(b) hereof and any other works which the Director may consider necessary in the Green Area;
- (ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Green Area as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Green Area or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Green Area; and
- (iii) permit the officers of the Water Authority and such other persons as may be authorized by them the right of ingress, egress and regress to, from and through the lot and the Green Area as the officers of the Water Authority or such authorized persons may require for the purpose of carrying out any works in relation to the operation, maintenance, repairing, replacement and alteration of any other waterworks installations within the Green Area.

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

(5) Special Condition No.(7) stipulates that:

- (a) The Purchaser shall on or before the 30th day of September 2022 or such other date as may be approved by the Director, at his own expense, in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve and in all respects to the satisfaction of the Director lay, form and landscape the area shown coloured yellow on the plan annexed to the Land Grant (hereinafter referred to as "the Yellow Area").
- (b) The Purchaser shall thereafter at his own expense maintain the Yellow Area or any part or parts thereof in all respects to the satisfaction of the Director until such time as possession of the Yellow Area has been re-delivered to the Government in accordance with Special Condition No.(8) of the Land Grant.
- (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (a) of this Special Condition by the date specified therein or such other date as may be approved by the Director or the non-fulfillment of the Purchaser's obligations under sub-clause (b) of this Special Condition, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and shall be binding upon the Purchaser.
- (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfillment of the Purchaser's obligations under sub-clauses (a) and (b) of this Special Condition or the exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.

(6) Special Condition No.(8) stipulates that:

For the purpose only of carrying out the Demolition Works and the necessary works specified in Special Condition No.(7) hereof, the Purchaser shall on the date of the Land Grant be granted possession of the Yellow Area. The Yellow Area or any part or parts thereof shall be re-delivered to the Government on demand and in any event the Yellow Area shall be deemed to have been re-delivered to the Government by the Purchaser on the date of a letter from the Director indicating that these Conditions have been complied with to his satisfaction. The Purchaser shall at all reasonable times while he is in possession of the Yellow Area or any part or parts thereof allow free access over and along the Yellow Area or such part or parts thereof for all Government vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the Demolition Works and the works whether under Special Condition No.(7) hereof or otherwise.



## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

(7) Special Condition No.(9) stipulates that:

The Purchaser shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the Demolition Works and the works specified in Special Condition No.(7) hereof.

(8) Special Condition No.(10) stipulates that:

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

(i) permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof for the purpose of inspecting, checking and supervising the Demolition Works and any works to be carried out in compliance with Special Condition Nos.(7)(a) and (7)(b) hereof and the carrying out, inspecting, checking and supervising of the works under Special Condition No.(7)(c) hereof and any other works which the Director may consider necessary in the Yellow Area or any part or parts thereof;

(ii) permit the Government and the relevant public utility companies authorized by the Government the right of ingress, egress and regress to, from and through the lot and the Yellow Area or any part or parts thereof as the Government or the relevant public utility companies may require for the purpose of any works to be carried out in, upon or under the Yellow Area or any part or parts thereof or any adjoining land including but not limited to the laying and subsequent maintenance of all pipes, wire, conduits, cable-ducts and other conducting media and ancillary equipment necessary for the provision of telephone, electricity, gas (if any) and other services intended to serve the lot or any adjoining or neighbouring land or premises, and the Purchaser shall co-operate fully with the Government and also with the relevant public utility companies duly authorized by the Government on all matters relating to any of the aforesaid works to be carried out within the Yellow Area or any part or parts thereof.

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

(9) Special Condition No.(40) stipulates that:

The Purchaser shall take or cause to be taken all proper and adequate care, skill and precautions at all times, and particularly when carrying out construction, maintenance, renewal or repair work (hereinafter referred to as "the Works"), to avoid causing any damage, disturbance or obstruction to any Government or other existing drain, waterway or watercourse, water main, road, footpath, street furniture, sewer, nullah, pipe, cable, wire, utility service or any other works or installations being or running upon, over, under or adjacent to the lot, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred

to in Special Condition No.(49)(a) hereof or any part of any of them (hereinafter collectively referred to as "the Services"). The Purchaser 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 Purchaser shall comply with and at his own 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 Purchaser 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, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them or any of the Services in any manner arising out of the Works (except for nullah, sewer, storm-water drain or water main, the making good of which shall be carried out by the Director, unless the Director elects otherwise, and the Purchaser shall pay to the Government on demand the cost of such works). If the Purchaser fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot, the Green Area, the Yellow Area, the Green Cross-hatched Black Area referred to in Special Condition No.(49)(a) hereof or any part of any of them or of any of the Services to the satisfaction of the Director, the Director may carry out any such diversion, relaying, repairing, making good or reinstatement as he considers necessary and the Purchaser shall pay to the Government on demand the cost of such works.

(10) Special Condition No.(41) stipulates that:

(a) (i) The Purchaser hereby acknowledges that as at the date of the Land Grant, there are existing utility services including but not limited to pipes, wires, cables, meters, switches and other apparatus ancillary thereto being or running upon, over or under the lot, the Green Area and the Yellow Area serving the Government land adjoining or adjacent to the lot (hereinafter collectively referred to as "the Existing Utilities"). The Purchaser shall at his own expense make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of the Existing Utilities. For the purpose of this Special Condition, the decision of the Director as to what constitute the Existing Utilities shall be final and binding on the Purchaser.

(ii) Without prejudice to the generality of the provisions of General Conditions No.(5) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of the Land Grant subject to the presence and use of the Existing Utilities and no objection or claim whatsoever shall be made or raised by the Purchaser in respect of or on account of the same.

(iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the presence and use of the Existing Utilities and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance whether arising directly or indirectly out of or in connection with the presence and use of the Existing Utilities.

## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (iv) Except for the purpose of carrying out the Diversion Works for the Existing Utilities referred to in such-clause (b)(i) of this Special Condition in accordance with the provisions therein, the Purchaser shall not demolish, damage, remove, divert, relocate, interfere with or obstruct or permit or suffer to be demolished, damaged, removed, diverted, relocated, interfered with or obstructed the Existing Utilities or any part or parts thereof.
  - (b)
    - (i) The Purchaser shall on or before the 30th day of September 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director carry out works to divert the Existing Utilities to such part of the Government land adjoining or adjacent to the lot or to such other location as may be approved or required by the Director (hereinafter referred to as "the Diversion Works for the Existing Utilities").
    - (ii) Prior to commencement of the Diversion Works for the Existing Utilities, the Purchaser shall at his own expense submit to cause to be submitted to the Director for his written approval a proposal for the Diversion Works for the Existing Utilities. The Purchaser shall not carry out the Diversion Works for the Existing Utilities until the Director shall have given his written approval to the proposal.
    - (iii) The Purchaser shall at his own expense and within the time limit stipulated in sub-clause (b) (i) of this Special Condition carry out and complete the Diversion Works for the Existing Utilities as approved by the Director in compliance with all requirements which may be imposed by the Director in granting the aforesaid approval, including but not limited to the cost of provision, construction, maintenance, repair, demolition and removal of the Existing Utilities in all respects to the satisfaction of the Director.
    - (iv) Upon completion of the Diversion Works for the Existing Utilities, the Purchaser shall at his own expense maintain the utilities and other structures erected or constructed as part of the Diversion Works for the Existing Utilities (hereinafter collectively referred to as "the Diverted Utilities") in good condition and in all respects to the satisfaction of the Director until the Diverted Utilities shall be handed over to the Government in accordance with sub-clause (b)(v) of this Special Condition.
    - (v) The Purchaser shall when called upon to do so by the Director and within such time limit as shall be stipulated by the Director at the Purchaser's own expense and in all respects to the satisfaction of the Director handover the Diverted Utilities to the Director without any payment or compensation to the Purchaser.
  - (c) In the event of the non-fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition by the date specified therein or such other date as may be approved by the Director, the Government may carry out the necessary works at the cost of the Purchaser who shall pay to the Government on demand a sum equal to the cost thereof, such sum to be determined by the Director whose determination shall be final and binding upon the Purchaser.
  - (d) The Government shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the fulfilment of the Purchaser's obligations under sub-clause (b) of this Special Condition or exercise of the rights by the Government under sub-clause (c) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - (e)
    - (i) The Purchaser shall at all reasonable times permit the Government, the Director and his officers, contractors and agents and any persons authorized by the Director, with or without tools, equipment, plant, machinery or motor vehicles, the right of free and unrestricted ingress, egress and regress to, from and through the lot, the Green Area (while the Purchaser is in possession of the same) and the Yellow Area or any part or parts thereof (while the Purchaser is in possession of the same) and any building or buildings erected or to be erected thereon for the purpose of inspecting, operating, maintaining, repairing and renewing the Existing Utilities and the Diverted Utilities, inspecting, checking and supervising the Diversion Works for the Existing Utilities and the carrying out, inspecting, checking and supervising of the works under sub-clause (c) of this Special Condition or any other works which the Director may consider necessary.
    - (ii) The Government, the Director and his officers, contractors and agents and any persons duly authorized under sub-clause (e)(i) of this Special Condition shall have no responsibility or liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise of the rights conferred under sub-clause (e)(i) of this Special Condition or otherwise, and no claim whatsoever shall be made against it or them by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
  - (f) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and use of the Existing Utilities, the carrying out of the Diversion Works for the Existing Utilities and anything done or omitted to be done by the Purchaser, his officers, agents, contractors, workmen and servants in connection with the Diversion Works for the Existing Utilities.
- (11) Special Condition Nos.(43)(a) to (f) of the Land Grant stipulate that:
- (a)
    - (i) The Purchaser hereby acknowledges that as at the date of the Land Grant, there is an existing stormwater drain of 900 millimetres in diameter passing through the Green Area, the Yellow Area and a portion of the lot shown coloured pink hatched black and marked "D.R." on the plan annexed to the Land Grant (hereinafter referred to as "the Drainage Reserve Area"), the approximate location and alignment of which for indication purposes only is shown by a blue line on the plan annexed to the Land Grant (hereinafter referred to as "the Existing Stormwater Drain").
    - (ii) Without prejudice to the generality of the provisions of General Condition No.(5) hereof, the Purchaser shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing at the date of the Land Grant subject to the presence and use of the Existing Stormwater Drain and no objection or claim whatsoever shall be made or raised by the Purchaser in respect of or on account of the same.
    - (iii) The Government shall have no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any person by reason of the presence and use of the Existing Stormwater Drain and no claim whatsoever shall be made



## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

against the Government by the Purchaser in respect of any such loss, damage, nuisance or disturbance whether arising directly or indirectly out of or in connection with the presence and use of the Existing Stormwater Drain.

- (b) (i) The Purchaser shall at his own expense make or cause to be made such proper search and enquiry as may be necessary to ascertain the exact position, alignment, levels and extent of the Existing Stormwater Drain and shall within six calendar months from the date of the Land Grant or such other period as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director submit or cause to be submitted to the Director for his written approval a report (hereinafter referred to as "the Report") containing such information and particulars as the Director may require on the exact position, alignment, levels and extent of the Existing Stormwater Drain.
- (ii) (I) The Purchaser hereby agrees that after the submission of the Report to the Director in accordance with sub-clause (b)(i) of this Special Condition, the Director may delineate the exact position, alignment, levels and extent of the Existing Stormwater Drain and adjust the location and alignment of the Drainage Reserve Area at his sole discretion (as to which the decision of the Director shall be final and binding on the Purchaser) upon the Director giving written notice to the Purchaser to that effect. The Drainage Reserve Area that has been adjusted by the Director in accordance with this sub-clause (b)(ii)(I) shall hereinafter be referred to as "the Adjusted Drainage Reserve Area".
- (II) The Adjusted Drainage Reserve Area shall replace and substitute the Drainage Reserve Area and the provisions in sub-clauses (c), (e) and (g)(iii) of this Special Condition shall be applicable to the Adjusted Drainage Reserve Area with the references to "the Drainage Reserve Area" under the said sub-clauses (c), (e) and (g)(iii) being replaced and substituted by "the Adjusted Drainage Reserve Area".
- (iii) No building works (other than the Demolition Works and ground investigation) shall be commenced on the lot or any part thereof until the Report shall have been approved in writing by the Director.
- (c) (i) No building, structure, support or foundation for any building or structure, or projection shall be erected, constructed or placed at, on, over, above, under, below or within the Drainage Reserve Area.
- (ii) Notwithstanding sub-clause (c)(i) of this Special Condition, with the prior written consent of the Director and subject to such terms and conditions as he may in his absolute discretion impose including the payment of any administrative fee and premium as he may require, the Purchaser may erect, construct or place boundary wall, fence or other minor structure on the Drainage Reserve Area provided that if and when required by the Director, the Purchaser shall at his own expense, within the period specified by and in all respects to the satisfaction of the Director, remove or demolish such boundary wall, fence or structure and reinstate the Drainage Reserve Area and if the Purchaser fails to carry out such removal, demolition or reinstatement works within the period specified or as required in an emergency, the Director may carry out such works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.

(iii) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expense, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with the boundary wall, fence or other minor structure which may be erected, constructed or placed on the Drainage Reserve Area.

- (d) Throughout the term hereby agreed to be granted, the Government and the Director and his duly authorized officers, agents, contractors, his or their workmen and any persons authorized by the Director (hereinafter collectively referred to as "the relevant persons") with or without tools, equipment, machinery or motor vehicles shall have the right of free and unrestricted ingress, egress and regress at all times to, from and through the lot or any part thereof and any building or structure erected or to be erected thereon for the purposes of laying, inspecting, repairing, replacing and maintaining the Existing Stormwater Drain which the Director may require or authorize.
  - (e) No object or material of whatsoever nature (including the boundary wall, fence or other minor structure as may be approved by the Director under sub-clause (c)(ii) of this Special Condition) which may obstruct access or cause excessive surcharge to the Existing Stormwater Drain shall be placed within the Drainage Reserve Area. Where in the opinion of the Director (whose opinion shall be final and binding on the Purchaser), there are objects or material within the Drainage Reserve Area which may obstruct access or cause excessive surcharge to the Existing Stormwater Drain, the Director shall be entitled by notice in writing to call upon the Purchaser, within such time limit as may be specified by the Director, at his own expense and in all respects to the satisfaction of the Director, to demolish or remove such objects or material and to reinstate the Drainage Reserve Area. If the Purchaser shall neglect or fail to comply with such notice within the period specified therein, or as required in an emergency, the Director may carry out such removal, demolition and reinstatement works as he may consider necessary and the Purchaser shall pay to the Government on demand the cost of such works.
  - (f) Save in respect of the reinstatement of any trench excavated in the exercise of the aforesaid rights and powers, the Government and the relevant persons shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Purchaser or any other person whether arising out of or incidental to the exercise by the relevant persons of the right conferred under sub-clause (d) of this Special Condition or otherwise, and no claim whatsoever shall be made against the Government or the relevant persons by the Purchaser in respect of any such loss, damage, nuisance or disturbance.
- (12) Special Condition No.(49) stipulates that:
- (a) The Purchaser hereby acknowledges that the lot may be affected by landslide and boulder fall hazards arising from areas within the lot and the area outside the lot shown coloured green cross-hatched black on the plan annexed to the Land Grant (hereinafter referred to as "the Green Cross-hatched Black Area") due to the nature of the natural terrain.

## 16. 公共設施及公眾休憩用地的資料

### INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (b)
  - (i) The Purchaser shall on or before the 30th day of September 2017 or such other date as may be approved by the Director at his own expense carry out and complete in all respects to the satisfaction of the Director a geotechnical investigation (hereinafter referred to as "the Geotechnical Investigation") within the lot and the Green Cross-hatched Black Area for the purpose of studying the natural terrain landslide hazards.
  - (ii) The findings of the Geotechnical Investigation shall include a mitigation proposal to be approved by the Director for carrying out, completing and maintaining all necessary mitigation and stabilisation works and associated works, access provisions for the subsequent maintenance of the completed mitigation and stabilisation works (such access provisions are hereinafter referred to as "Maintenance Access"), to be constructed within the lot and on the Green Cross-hatched Black Area so as to protect any building or buildings erected or to be erected on the lot and residents or occupiers therein and their bona fide guests, visitors or invitees from landslide and boulder fall hazards arising from the lot and the Green Cross-hatched Black Area.
  - (iii) Any Maintenance Access proposed outside the lot or on the Green Cross-hatched Black Area shall be subject to the prior written approval of the Director and if approved, shall become part of the mitigation proposal as approved or required by the Director in his absolute discretion (hereinafter referred to as "the Approved Mitigation Proposal") and even then the Director has the absolute discretion by notice in writing to require the Purchaser at his own expense to relocate or remove any Maintenance Access outside the lot and on the Green Cross-hatched Black Area at any time during the term hereby agreed to be granted.
  - (iv) No ground investigation, mitigation and stabilisation works and associated works, and works for constructing the Maintenance Access shall be carried out on the Green Cross-hatched Black Area or on any Government land without the prior written approval of the Director.
- (c) The Purchaser shall, at his own expense on or before the 30th day of September 2022 or such other date as may be approved by the Director, carry out and complete in all respects to the satisfaction of the Director such mitigation and stabilisation works and associated works and the Maintenance Access in accordance with the Approved Mitigation Proposal (such mitigation and stabilisation works and associated works, and the Maintenance Access within the lot are hereinafter collectively referred to as "Inside Works" and such mitigation and stabilisation works and associated works, and the Maintenance Access on the Green Cross-hatched Black Area or any Government land are hereinafter collectively referred to as "Outside Works").
- (d) The Purchaser hereby acknowledges and agrees that no Outside Works shall be carried out unless the Purchaser shall have demonstrated in all respects to the satisfaction of the Director that those works are strictly necessary and unavoidable for technical reasons including but not limited to geotechnical and safety grounds. The Director may, at his sole discretion, approve such works subject to such terms and conditions as he sees fit.
- (e) The Purchaser hereby acknowledges and agrees that Geotechnical Investigation and the Outside Works so carried out are one-off and no part of any building erected on the lot or any area within the lot affected by landslide and boulder fall hazards shall be occupied or used before completion of such works in all respects to the satisfaction of the Director.
- (f)
  - (i) The Purchaser shall, at all times during the term hereby agreed to be granted, maintain at his own expense the Inside Works and the Outside Works in good and substantial repair and condition in all respects to the satisfaction of the Director so as to ensure that the Inside Works and the Outside Works shall continue to perform their designed functions.
  - (ii) The maintenance works shall include but not be limited to clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works or onto the areas of the lot or the Government land shown on the Natural Terrain Hazard Mitigation and Stabilization Works Plan referred to in sub-clause (g) of this Special Condition.
  - (iii) In addition to any rights or remedies the Government may have against the Purchaser for breach of the Purchaser's obligations to maintain the Inside Works and the Outside Works, the Director shall be entitled by notice in writing to call upon the Purchaser to carry out such maintenance works within a period as the Director shall in his absolute discretion deem fit. If the Purchaser shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out the required maintenance works and the Purchaser shall on demand repay the Government the cost thereof, together with any administrative and professional fees and charges.
- (g) The Purchaser shall at his own expense register at the Land Registry against the lot a plan approved by the Director indicating the locations, nature and scope of the Inside Works and the Outside Works and the location and extent of the areas of the lot and the Government land on which the Purchaser may require or be required to carry out the maintenance works, including the areas of the lot and the Government land where the Purchaser may require or be required by the Director to carry out clearance of landslide debris or boulders under sub-clause (f) of this Special Condition and the Maintenance Access (which plan is hereinafter referred to as "the Natural Terrain Hazard Mitigation and Stabilization Works Plan").
- (h) The Geotechnical Investigation, the Inside Works and the Outside Works shall in all respects comply with the Buildings Ordinance, any regulations made thereunder, any amending legislation and any other relevant legislation.
- (i) For the purpose only of carrying out the Geotechnical Investigation, the carrying out and completing, inspecting and maintaining the Inside Works and the Outside Works, the Purchaser shall have the right of ingress and egress to and from any Government land inside the Green Cross-hatched Black Area and any Government land with the Outside Works erected or to be erected thereon where he may require or be required to carry out maintenance works, including clearance of landslide debris or boulders fallen onto the Inside Works or the Outside Works subject to such terms and conditions as may be imposed by the Director at his sole discretion.
- (j) In the event that as a result of or arising out of carrying out the Geotechnical Investigation or as a result of or arising out of carrying out, inspecting and maintaining the Inside Works or the Outside Works, any damage is done to the Green Cross-hatched Black Area, any other Government land or any land outside the lot, the Purchaser shall make good such damage at his own expense within such time limit as shall be stipulated by the Director and in all respects to the satisfaction of the Director.



# 16. 公共設施及公眾休憩用地的資料

## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (k) The Purchaser shall indemnify and keep indemnified the Government from and against all liabilities, losses, damages, claims, expenses, costs, charges, demands, actions and proceedings whatsoever arising whether directly or indirectly out of or in connection with any works being carried out or having been carried out by the Purchaser pursuant to this Special Condition or any omission, neglect or default by the Purchaser in carrying out the Geotechnical Investigation or in the design, construction and maintenance of the Inside Works or the Outside Works including but not limited to any damage to or loss of properties, loss of life and personal injuries.
- (13) A Notification Letter dated 5 September 2019 and registered in the Land Registry by Memorial No.19102901120013 (the "Notification Letter") further stipulates that upon completion of the Outside Works (as defined under Special Condition No.(49)(c) of the Land Grant) in accordance with Special Condition No.(49)(c) of the Land Grant, the Purchaser shall have no obligation to maintain the Outside Works within the portion of the Green Cross-hatched Black Area (as defined in Special Condition No.(49)(a) of the Land Grant) as shown coloured green stippled black on the plan attached to the Notification Letter ("the Area") under Special Condition No.(49)(f) of the Land Grant and the Purchaser's right of ingress and egress to and from the Area under Special Condition No.(49)(i) of the Land Grant shall cease.
- G. Provisions of every deed of mutual covenant that concern those facilities and open spaces, and those parts of the land**
- (1) The definitions of the Deed of Mutual Covenant stipulate that :
- In this Deed the following expressions shall have the following meanings except where the context otherwise permits or requires:
- "Diverted Utilities" means the Diverted Utilities referred to and defined in Special Condition No.(41)(b)(iv) of the Government Grant.
- "Estate Common Facilities" means all those facilities intended for the common use and benefit of the Estate as a whole and not just any particular part thereof which are subject to the provisions of this Deed to be used by each Owner and Occupier in common with all other Owners and Occupiers of the Estate and includes but not limited to the those parts (if any) of the Diverted Utilities within the Lot and the Estate, those parts (if any) of the Existing Stormwater Drain within the Lot and the Estate, sewers, drains, storm water drains, water courses, cables, pipes, wires, ducts, flushing mains, fresh water mains, plant and machinery and other like installations, facilities or services, the transformer room, cable accommodations and all associated facilities and ancillary electricity installation equipment and facilities for the supply of electricity to the Estate and such additional devices and facilities of the Estate as may at any time be designated as Estate Common Facilities by the First Owner subject to the approval by a resolution of Owners at an Owners' meeting convened in accordance with the provisions of this Deed BUT (for the avoidance of doubt) excluding the Residential Common Facilities and the Car Park Common Facilities.

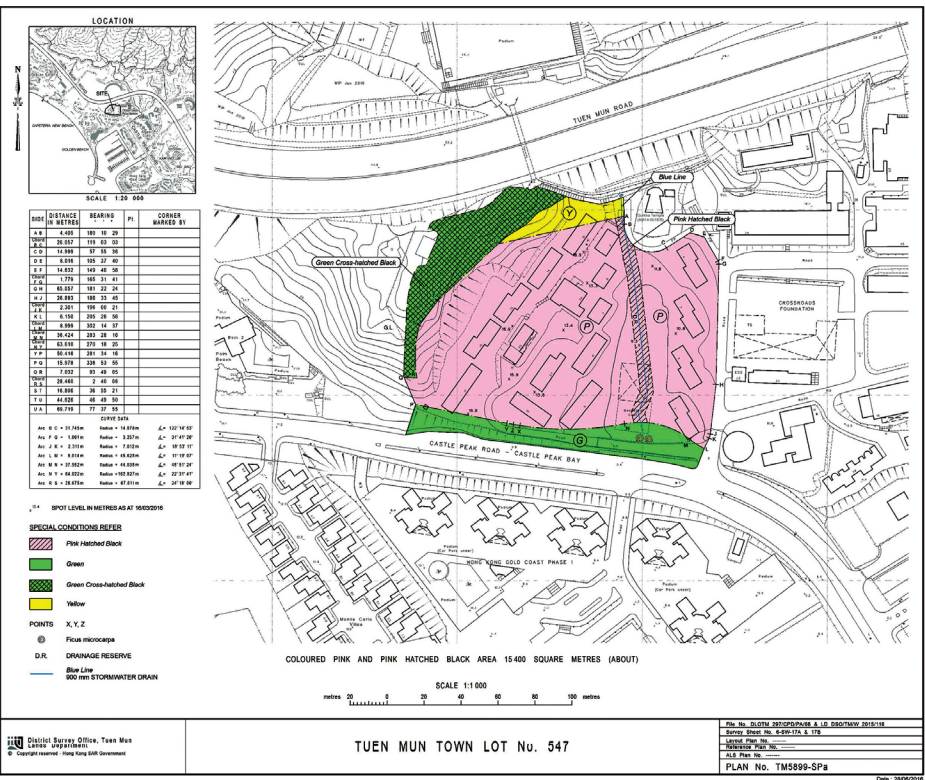
- "Green Area" means the Green Area referred to and defined in Special Condition No.(3)(a)(i)(I) of the Government Grant.
- "Outside Works" means the Outside Works referred to and defined in Special Condition No.(49)(c) of the Government Grant.
- "Structures" means the Structures referred to and defined in Special Condition No.(3)(a)(i)(II) of the Government Grant.
- "Yellow Area" means the Yellow Area referred to and defined in Special Condition No.(7)(a) of the Government Grant.
- (2) Clauses 13(i)(xviii), 13(i)(xix), 13(i)(xxi) and 13(i)(xxiv) of the Deed of Mutual Covenant stipulate that:
- The Management Expenses shall cover all expenditure which is to be necessarily and reasonably incurred for the proper good and efficient management and maintenance of the Lot and the Estate and the Common Areas and Facilities therein including but without prejudice to the generality of the foregoing the following costs charges and expenses :
- (xviii) all costs and expenses incurred in connection with maintaining 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 in accordance with the Government Grant (until possession of the Green Area is re-delivered to the Government) in observing and complying with Special Condition No.(3)(a)(iii) of the Government Grant.
- (xix) all costs and expenses incurred in connection with maintaining the Yellow Area (until possession of which is re-delivered to the Government) in observing and complying with Special Condition No.(7)(b) of the Government Grant.
- (xxi) all costs and expenses incurred in connection with maintaining the Diverted Utilities (until possession of which is handed-over to the Government) in observing and complying with Special Condition No.(41)(b)(iv) of the Government Grant.
- (xxiv) all costs and expenses incurred in connection with maintaining the Inside Works and the Outside Works in observing and complying with Special Condition No.(49)(f) of the Government Grant.
- (3) Clauses 37(bl), (bm), (bp), (bs) and (bt) of the Deed of Mutual Covenant stipulates that :
- Subject to the provisions of the Building Management Ordinance, the Manager shall have the authority to do all such acts and things as may be necessary or expedient for the management of the Estate for and on behalf of all Owners in accordance with the provisions of this Deed and each Owner hereby irrevocably APPOINTS the Manager as agent in respect of any matter concerning the Common Areas and Facilities and all other matters duly authorised under this Deed. In addition to the other powers expressly provided in this Deed, the Manager shall have full and unrestricted authority but subject to the provisions of the Ordinance to do all such acts and things as may be necessary or expedient for or in connection with the Lot and the Estate and the management thereof including in particular the following but without in any way limiting the generality of the foregoing:-

# 16. 公共設施及公眾休憩用地的資料

## INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES

- (bl) To maintain on behalf of the Owners 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 in accordance with the Government Grant (to the extent that the Green Area not yet been re-delivered to the Government) in observing and complying with Special Condition No.(3)(a)(iii) of the Government Grant.
- (bm) To maintain on behalf of the Owners the Yellow Area (to the extent that the same has not yet been re-delivered to the Government in accordance with the Government Grant) in observing and complying with Special Condition No.(7)(b) of the Government Grant.
- (bp) To maintain on behalf of the Owners the Diverted Utilities (to the extent that the same has not yet been handed-over to the Government in accordance with the Government Grant) in observing and complying with Special Condition No.(41)(b)(iv) of the Government Grant.
- (bs) To maintain on behalf of the Owners the Inside Works and the Outside Works in observing and complying with Special Condition No.(49)(f) of the Government Grant.
- (bt) To have the sole right to represent all the Owners in all matters and dealings with the Government or any statutory body or any utility or other competent authority or any other person whomsoever in any way touching or concerning the Green Area or the Structures or the Yellow Area or the Diverted Utilities (until possession of which is re-delivered to the Government).
- (4) Clause 44 of the Third Schedule to the Deed of Mutual Covenant stipulates that:
- To observe and comply with Special Condition No.(3)(a)(iii) of the Government Grant with regard to the maintenance of the Green Area and 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 in accordance with the Government Grant (until possession of the Green Area is re-delivered to the Government).
- (5) Clause 45 of the Third Schedule to the Deed of Mutual Covenant stipulates that:
- To observe and comply with Special Condition No.(7)(b) of the Government Grant with regard to the maintenance of the Yellow Area until possession of which is re-delivered to the Government.
- (6) Clause 49 of the Third Schedule to the Deed of Mutual Covenant stipulates that:
- To observe and comply with Special Condition No.(41)(b)(iv) of the Government Grant with regard to the maintenance of the Diverted Utilities until possession of which is handed over to the Government.
- (7) Clause 54 of the Third Schedule to the Deed of Mutual Covenant stipulates that:
- To observe and comply with Special Condition No.(49)(f) of the Government Grant with regard to the maintenance of the Inside Works and the Outside Works.

Plan Annexed to the Land Grant



Plan Annexed to the Notification Letter

