

15. 批地文件的摘要

SUMMARY OF LAND GRANT

- 發展項目位於元朗市地段第526號餘段。
 - 據訂立於2011年11月28日及登記於土地註冊處註冊為新批土地契約第21319號之元朗市地段第526號(「該地段」)的換地協議及條款(「批地文件」)，該地段的批地年期由2011年11月28日起計50年。
 - 批地文件的特別批地條款第(2)條規定：
 - 承批人承認於本協議日期，已在土地註冊處登記並現稱為丈量約份116第4358段B段第1分段(於附上的圖一上顯示並註為“4358 S.B ss. 1”字樣)的土地上興建的建築物附有一個突出化糞池，及在稱為丈量約份116屋宇地段—元朗屋宇地段群其中之一的另一幅土地上(於附上的圖一上顯示並註為“HL-YL HLB(1)”字樣)建有的建築物附有一個突出陽台；上述由該兩地段部分突出之化糞池及陽台，已在附上的圖一上，用粉紅色底色加上黑色影線和黑點顯示(下稱“粉紅色底色加上黑色影線和黑點區域”) (從上述土地突出的化糞池和陽台在下文統稱為“現有突出物”，而上述土地則在下文統稱為“毗鄰地段”)。承批人同意，該地段是在存在上述現有突出物的情況下批出。
 - 在不損害本協議一般條款第2條和第3條的普遍適用性原則下，承批人應視為已經承認在本協議日期存在上述現有突出物的本地段之狀況，並已對該等狀況表明接受。承批人不得以該等狀況為理由，作出、提出任何性質的反對或索償。
 - 對於上述現有突出物或當中任何部分的實際狀態、情況或安全性，以及對於上述現有突出物或當中任何部分設置、安裝或持續存在是否符合《建築物條例》、按其制定的規例和任何修訂立法，以及對於上述現有突出物或當中任何部分是否將會被拆除或移除，政府沒有作出任何明示和暗示的擔保或保證。
 - 對於上述現有突出物的存在、其保養、維修、拆卸、移除或更換，又或承批人或任何其他人士對其進行各種工程引致承批人或任何其他人士蒙受的任何損失、損害、滋擾、騷擾，又或對於針對上述毗鄰地段的註冊業主和佔用人或任何其他人士提出相關舉措、法律程序或行動，政府並不對承批人和任何其他人士負有任何責任、義務或負擔。若上述現有突出物的存在、其保養、維修、拆卸、移除或更換，不論直接或間接地引起各種責任、損失、索償、費用、索求、法律行動和其他各種程序，承批人茲承諾保證政府免於承擔。
 - 承批人應於一切合理時間，准許上述毗鄰地段當時的業主、租客、許可人、佔用人(並不論該等人士是否帶同工具和設備)可自由往來該地段或其任何部分，以便檢查、保養、維修、拆卸、移除、更換上述現有突出物以及在粉紅色底色加上黑色影線和黑點區域施行關於檢查、保養、維修、拆卸、移除、更換上述現有突出物的各種工作。
 - 批地文件的特別批地條款第(5)(a)條規定：

承批人應：

 - 在本協議日期計起的78個月內(或地政總署署長可能批准的延長時期內)，由承批人自行承擔費用，採用地政總署署長預先批准的方式、物料、標準、水平、定位和設計，作出以下事宜，以致在一切方面使地政總署署長滿意：
 - 鋪設及構造在附上的圖一內以綠色顯示的未來公路部分(下稱“綠色區域”)；及
 - 提供及興建地政總署署長可能全權酌情決定要求的橋樑、隧道、高架道、地下通道、暗渠、高架道路、天橋、行人道、道路和其他結構物(下文統稱“綠色區域結構物”)以致綠色區域可供建築及汽車和行人通行；
 - 在本協議日期計起的78個月內(或地政總署署長可能批准的延長時期內)，由承批人自行承擔費用，按照地政總署署長的要求，在綠色區域鋪砌建造路面、邊石及渠道，以及提供集水溝、污水管、排水渠，連接至總水管的消防龍頭、街燈、交通標誌、街道設施、道路標記，使地政總署署長滿意；
 - 自行承擔費用，為綠色區域連同綠色區域結構物、在綠色區域內設置、安裝、提供的一切結構物、路面、溝渠、下水道、排水管、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和植物進行保養，使其在各方面處於安全、清潔、整齊、良好的基本維修狀態，使地政總署署長滿意，直至綠色區域已根據本協議特別批地條款第(6)條交還政府時為止；
 - 自行承擔費用，為設於綠色區域、在附上的圖一上以橙色線顯示的現有隔音屏障進行保養，使地政總署署長滿意，並且不得在未事先得到地政總署署長書面同意的情况下，改建、改動、移除或拆除該等隔音屏障。
- 批地文件的特別批地條款第(6)條規定：

綠色區域應在政府要求收回時交回給政府，及無論如何應在地政總署署長發出函件，表示此等條款已履行並符合地政總署署長的要求時，綠色區域將被視為已由承批人交回給政府。承批人在管有綠色區域期間，應在一切合理時候允許各種政府和公眾車輛、行人自由進出綠色區域，並應確保不會因為進行工程(不論是否根據本協議特別批地條款第(5)條進行)而使該等車輛、行人進出時受到干擾或妨礙。
- 批地文件的特別批地條款第(9)條規定：
 - 承批人應：
 - 在本協議日期計起的78個月內(或地政總署署長可能批准的延長時期內)，由承批人自行承擔費用，採用地政總署署長預先批准的方式、物料、標準、水平、定位和設計，在附上的圖一上以黃色顯示的區域(下稱“黃色區域”)內鋪設、構造及建築行人徑，以致在一切方面使地政總署署長滿意，並提供地政總署署長全權酌情決定需要的結構物(以下統稱“黃色區域結構物”)，以便行人能夠在黃色區域內行走；
 - 自行承擔費用，為黃色區域連同黃色區域結構物、在黃色區域內設置、安裝、提供的一切結構物、路面、溝渠、下水道、排水管、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和植物進行保養工作，使其在各方面處於安全、清潔、整齊、良好的基本維修狀態，使地政總署署長滿意，直至黃色區域已根據本協議特別批地條款第(10)條交還政府時為止。
- 批地文件的特別批地條款第(10)條規定：

黃色區域應在政府要求收回時交回給政府，及無論如何應在地政總署署長發出函件，表示此等條款已履行並符合地政總署署長的要求時，黃色區域將被視為已由承批人交回給政府。承批人在管有黃色區域期間，應在一切合理時候允許各類政府人員和公眾人士自由進出黃色區域，並應確保不會因為進行工程(不論是否根據本協議特別批地條款第(9)條進行)而使該等人士進出時受到干擾或妨礙。
- 批地文件的特別批地條款第(13)條規定：
 - 承批人應：
 - 在本協議日期計起的78個月內(或地政總署署長可能批准的延長時期內)，由承批人自行承擔費用，採用地政總署署長預先批准的方式、物料、標準、水平、定位和設計，作出以下事項，使在一切方面令地政總署署長滿意：
 - 鋪設及構造在附上的圖一內分別用粉紅色底色加上藍色影線和黑點、粉紅色底色加上藍色交叉影線、粉紅色底色加上黑色三角形顯示的該等地段內的不同部分(在下文分別稱為“粉紅色底色加上藍色影線和黑點區域”、“粉紅色底色加上藍色交叉影線區域”、“粉紅色底色加上黑色三角形區域”)；及
 - 提供及興建地政總署署長可能全權酌情決定要求的橋樑、隧道、高架道、地下通道、暗渠、高架道路、天橋、行人道、道路和其他結構(下文統稱“該等結構物”)以致粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域、粉紅色底色加上黑色三角形區域可供建築及汽車和行人通過；
 - 在本協議日期計起的78個月內(或地政總署署長可能批准的延長時期內)，由承批人自行承擔費用，按照地政總署署長的要求，在粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域、粉紅色底色加上黑色三角形區域鋪砌建造路面、邊石、渠道，以及提供集水溝、污水管、排水渠，連接至總水管的消防龍頭、街燈、交通標誌、街道設施、道路標記，使地政總署署長滿意；及

15. 批地文件的摘要

SUMMARY OF LAND GRANT

(iii) 自行承擔費用，為粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域、粉紅色底色加上黑色三角形區域、連同該等結構物、在此等區域內設置、安裝、提供的一切結構物、路面、溝渠、污水管、排水管、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和植物進行保養工作，使其在各方面處於安全、清潔、整齊、良好的基本維修狀態，使地政總署署長滿意，直至粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域、粉紅色底色加上黑色三角形區域已根據本協議特別批地條款第(21)條交還政府時為止。

9. 批地文件的特別批地條款第(15)條規定：

(a) 承批人應：

- (i) 在本協議日期計起的78個月內(或地政總署署長可能批准的延長時期內)，由承批人自行承擔費用，採用地政總署署長預先批准的方式、物料、標準、水平、定位和設計，在附上的圖一上以粉紅色底色加上藍色影線顯示的該等地段(下稱“粉紅色底色加上藍色影線區域”)內，鋪設、構造及建築行人徑，使在一切方面令地政總署署長滿意，並提供地政總署署長全權酌情決定需要的結構物(以下統稱“該等其他的結構物”)，以便讓行人能夠在粉紅色底色加上藍色影線區域內行走；及
- (ii) 自行承擔費用，為粉紅色底色加上藍色影線區域、連同該等其他的結構物、在此區域內設置、安裝、提供的一切結構物、路面、溝渠、下水道、排水管、消防龍頭、服務設施、街燈、交通標誌、街道設施、道路標記和植物進行保養工作，使其在各方面處於安全、清潔、整齊、良好的基本維修狀態，使地政總署署長滿意，直至粉紅色底色加上藍色影線區域已根據本協議特別批地條款第(21)條交還政府時為止。

10. 批地文件的特別批地條款第(16)條規定：

- (a) 承批人承認，在粉紅色底色加上藍色影線和黑點區域，現已有汽車通道和行人徑存在，而在粉紅色底色加上藍色影線區域、以及在粉紅色底色加上藍色交叉影線區域，現已有行人徑存在。在根據本協議特別批地條款第(13)(a)及(15)(a)條完成粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色影線區域、以及粉紅色底色加上藍色交叉影線區域的構造之前，承批人應在所有時候，在自行承擔費用的情況下，提供和維持現有的汽車通道和行人徑，使在一切方面令地政總署署長滿意，並允許公眾人士在所有時候均可以無限制地、免費地為合法目的使用該等現有汽車通道和現有行人徑而不受妨礙，並應確保該等現有的汽車通道和現有行人徑不因工程的進行(不論是否根據本協議特別批地條款第(13)(a)及第(15)(a)條進行)而受到干擾或阻礙。
- (b) 在根據本協議特別批地條款第(13)(a)條完成粉紅色底色加上藍色影線和黑點區域的構造之後，並在根據本協議特別批地條款第(21)條交出粉紅色底色加上藍色影線和黑點區域之前，承批人應在日間和夜間所有時候，允許公眾人士為一切合法目的，在不必支付任何性質費用的情況下，即可以自由地駕車、步行或乘坐輪椅橫過、進出粉紅色底色加上藍色影線和黑點區域或當中任何部分。
- (c) 在根據本協議特別批地條款第(15)(a)條完成粉紅色底色加上藍色影線區域的構造之後，並在根據本協議特別批地條款第(21)條交出粉紅色底色加上藍色影線區域之前，承批人應在日間和夜間所有時候，允許公眾人士為一切合法目的，在不必支付任何性質費用的情況下，即可以自由地步行或乘坐輪椅橫過、進出粉紅色底色加上藍色影線區域或當中任何部分。
- (d) 在根據本協議特別批地條款第(13)(a)條完成粉紅色底色加上藍色交叉影線區域和粉紅色底色加上黑色三角形區域的構造之後，並在根據本協議特別批地條款第(21)條交出粉紅色底色加上藍色交叉影線區域和粉紅色底色加上黑色三角形區域之前，承批人應在日間和夜間所有時候，允許公眾人士為一切合法目的，在不必支付任何性質費用的情況下，即可以自由地駕車、步行或乘坐輪椅橫過、進出粉紅色底色加上藍色交叉影線區域和粉紅色底色加上黑色三角形區域或此等區域當中的任何部分。

11. 批地文件的特別批地條款第(21)條規定：

承批人應在自行承擔費用的情況下：

- (a) 在地政總署署長要求時，向政府交出粉紅色底色加上藍色交叉影線區域和粉紅色底色加上黑色三角形區域或此等區域當中的任何部分；及

(b) 在地政總署署長發出函件，表示此等條款已經得到遵守並使其滿意時，向政府交出粉紅色底色加上藍色影線區域以及粉紅色底色加上藍色影線和黑點區域；

向政府交出以上區域時，應為騰空交出，並不應附帶任何產權負擔，也不應收取任何費用和代價，並且應在一切方面使地政總署署長滿意；為此目的，承批人應在地政總署署長可能指定的時間內，按照地政總署署長批准或要求的格式和條款，簽署土地交還契據以及任何其他必需的文件，而且費用由承批人自行承擔；但是，政府沒有義務接受承批人交回粉紅色底色加上藍色影線區域、粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域以及粉紅色底色加上黑色三角形區域或此等區域的任何部分，而承批人只應在政府認為合適時交回此等區域。承批人無權因為交回此等區域直接或間接引起或相關的任何損失、損毀或賠償，而對政府提出任何索償。

12. 批地文件的特別批地條款第(23)條規定：

(a) 粉紅色底色加上藍色影線區域、粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域、粉紅色底色加上黑色三角形區域以及當中任何部分，均不允許設立任何泊車位、候載區和裝卸區。

(b) 除已先行得到地政總署署長書面同意外，不得在粉紅色底色加上藍色影線區域、粉紅色底色加上藍色影線和黑點區域、粉紅色底色加上藍色交叉影線區域、粉紅色底色加上黑色三角形區域以及當中任何部分的裏面、上面、地底建立和設置任何建築物、結構物或任何建築物、結構物的支撐(包括圍牆和柵欄)。

13. 批地文件的特別批地條款第(25)條規定：

承批人應發展該地段，方式為在該地段上興建一幢或多幢建築物，而且有關建築物應在所有方面符合此等條款和目前或隨時在香港通行的關於建築、衛生、規劃的一切條例、附例和規例，該等建築物應在2018年6月30日或之前竣工並可入伙。

14. 批地文件的特別批地條款第(26)條規定：

該地段、當中任何部分、在其上興建和將會興建的任何建築物或其任何部分，除作為私人住宅用途外不得作任何其他用途。

15. 批地文件的特別批地條款第(30)條規定：

在該地段上或毗鄰的樹木，不得在未得到地政總署署長事先書面同意的情況下移除或遭受干擾。而地政總署署長在給予同意時，可以加上其認為合適的關於移植、補償性園景美化或重植的條款。

16. 批地文件的特別批地條款第(31)條規定：

(c) 承批人應自行承擔費用，根據已得到批准的園景總綱圖對該地段實施園景美化，使在各方面令地政總署署長滿意。如未得到地政總署署長的事先書面同意，不得對已批准的園景總綱圖作出任何修訂、更改、改變或取代。

(d) 承批人此後應自行承擔費用，對園景工程進行保養，使其維持於安全、清潔、整齊、能夠運作及健康的狀態，並在各方面使地政總署署長滿意。

17. 批地文件的特別批地條款第(41)條規定：

(a) 政府、現已於土地註冊處登記並稱為丈量約份116地段第4362號C段(於附上的圖一上顯示並註有“4362 S.C”字樣)的全部土地當時的承租人和租客、及稱為丈量約份116屋宇地段——元朗屋宇地段群其中之二的全部土地(於附上的圖一上顯示並分別註為“HL-YL HLB(1)”及“HL-YL HLB(2)”字樣)當時的承租人和租客、於附上的圖一上顯示並註有“G.L.”字樣的全部官地當時的承租人和租客(上述土地和官地在下文統稱為“被包圍土地”而被包圍土地當時的承租人和租客在下文統稱為“被包圍土地的承租人和租客”)以及他們的人員、訪客、受邀人、被許可人或獲得授權人士均獲得保留權利，可以在日間和夜間的所有時間，為正當使用及享有被包圍土地相關的一切合法目的(為免疑問，特此表明，此等目的包括由政府、其人員或其他獲得授權人士進行檢查工作)，循地政總署署長可能要求、指定、授權或批准的路線，並在所有方面按地政總署署長滿意的標準，步行或乘坐輪椅穿越、進出該地段和在上面興建或將會興建的建築物(並不論是否帶同工具、設備或器械)，以便進出、往來被包圍土地，並且不必為此支付任何費用。

(b) 政府以及被包圍土地的承租人和租客保留權利，而且承批人亦進一步承諾，准許政府以及被包圍土地的承租人和租客可以為著正當使用、享用被包圍土地之目的，能夠使被包圍土地通過本地段得到各種公用服務包括但不只限於水、電力、煤氣、電話、電訊服務(在下文統稱“上述公用服務”)的自由通過、供應、傳送和排放；為此目的，政府、被包圍土地的承租人和租客、提供上述公用服務的公司、他們的人員、承包商、代理人、工人和其他獲得授權的人士有權、而且承批人亦進一步准許他們在一切合理時間(情況緊急時不受時間限制)進入本地段(不論是否帶同工具、設備和器械)，以便在地政總署署長可能要求、指定、授權或批准的該地段內有關部分，按照地政總署署長可能要求、指定、授權或批准的位置、水平、路線、走向和方式，敷設、安裝、檢查、保養、維修、改動、移除、更新或更換雨水槽、水管、電線、電纜、污水管、排水渠、明渠、暗渠、管道、煙道、導管、總水管和其他安裝設施。

(c) 如因承批人或任何其他人士因行使本特別批地條款(b)款賦予的權利而蒙受各種損失、損毀、滋擾或騷擾，政府、其人員、承包商、代理人、工人以及他們授權的任何人士不必負上任何責任。承批人不得就該等損失、損毀、滋擾或騷擾向政府索求賠償和提出要求。

(d) 對於承批人、其雇員、工人及承包商就本特別批地條款(b)款作出或遺漏任何事情，以致引起各種責任，面對各種法律行動和程序、招致各種費用、索償、開支、損失、損毀、收費和各種性質的要求，承批人應保證政府及其人員、承包商、代理人、工人和他們正式授權的任何人士均不必承擔責任和損失。

18. 批地文件的特別批地條款第(42)條規定：

政府、現已於土地註冊處登記並稱為丈量約份116地段第4389號A段(於附上的圖一上顯示並註有“4389 S.A”字樣)的全部土地(下稱“毗鄰地段”)當時的承租人和租客、以及他們的人員、訪客、受邀人、被許可人和獲得授權人士均獲得保留權利，可以在日間和夜間的所有時間，為與正當使用、享用毗鄰地段相關的一切合法目的(為免疑問，特此表明，此等目的包括由政府、其人員和其他獲得授權人士進行檢查工作)，循地政總署署長可能要求、指定、授權或批准的路線，並在所有方面按地政總署署長滿意的標準，駕車、步行或乘坐輪椅穿越、進出該地段和在上面興建或將會興建的建築物(並不論是否帶同工具、設備或器械)，以進出、往來毗鄰地段，並且不必為此支付任何費用。

19. 批地文件的特別批地條款第(43)條規定：

(a) 除已先行得到地政總署署長書面同意外，不得在附上的圖一上以粉紅色底色加上黑色影線顯示的該地段部分(下稱“粉紅色底色加上黑色影線區域”)的裏面、上面、地底建立或設置任何建築物、結構物或任何建築物、結構物的支撐。

(b) 承批人應在本協議同意批地的整個時期內，自行承擔費用，為粉紅色底色加上黑色影線區域、連同在此區域內設置、安裝、提供的一切結構物、路面、溝渠、下水道、排水管、消防龍頭、服務設施、街燈、交通標誌、街道設施、路面標記和植物進行保養工作，使其在各方面處於安全、清潔、整齊、良好的基本維修狀態，使地政總署署長滿意。

(c) 政府、現已於土地註冊處登記並稱為丈量約份116地段第4359號C段及E段(於附上的圖一上顯示並分別註有“4359 S.C”及“4359 S.E”字樣)的全部土地(下稱“附近地段”)當時的承租人和租客、以及他們的人員、訪客、受邀人、被許可人和獲得授權人士均獲得保留權利，可以在日間和夜間的所有時間，為與正當使用、享用附近地段相關的一切合法目的(為免疑問，特此表明，此等目的包括由政府、其人員和其他獲得授權人士進行檢查工作)，步行或乘坐輪椅橫過、進出粉紅色底色加上黑色影線區域(並不論是否帶同工具、設備和器械)，以進出、往來附近地段，並且不必為此支付任何費用。

20. 批地文件的特別批地條款第(45)條規定：

(a)(iv) 住宅車位據本條(a)(i)及(a)(iii)之規定，除作本條訂定之用途外概不可作任何其他用途，其中特別禁止在該處存放、陳列或展示車輛作招售等用途或提供汽車清潔及美容服務。

(b)(iii) 根據本條(b)(i)提供的傷殘人士車位除供《道路交通條例》、其任何附屬規例及修訂法例所釋定傷殘人士停泊屬於現已或將會建於該地段之一座或多座建築物各居民或

佔用人及彼等真正來賓、訪客或被邀請者的車輛外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛作招售等用途或提供汽車清潔及美容服務。

(c)(ii) 住宅電單車位除作本條訂定之用途外概不可作任何其他用途，其中特別禁止在該處存放、陳列或展示車輛作招售等用途或提供汽車清潔及美容服務。

21. 批地文件的特別批地條款第(49)條規定：

(a) 住宅泊車位和電單車泊車位應遵守以下規定：

(i) 除符合以下規定外不得進行轉讓：

(I) 連同賦予專有權使用及管有在該地段上興建或將會興建的建築物當中某一個或多個住宅單位之不可分割業權一併轉讓；或

(II) 承讓人已是該地段不分割業權的業主，並具有專有權使用及管有在該地段上興建或將會興建的建築物當中之住宅單位的權利；或

(ii) 只可以分租給在該地段上興建或將會興建的建築物當中之住宅單位住客，惟不論在任何情況下，均不得超過三個住宅泊車位和電單車泊車位轉讓或分租予在該地段上興建或將會興建的建築物當中任何同一個住宅單位的業主或任何同一個住宅單位的住客。

(b) 雖然有本特別批地條款(a)款的規定，承批人可以在地政總署署長事先書面同意的情況下，將所有住宅泊車位和電單車泊車位整體轉讓，但只限轉讓給承批人之全資擁有附屬公司。

22. 批地文件的特別批地條款第(58)條規定：

承批人現確認該地段下面有可能藏有溶洞性質的大理石層，並同意在發展或再發展該地段時須要進行大規模的岩土勘察。承批人進一步同意該等勘察可能揭示須要富經驗的岩土工程師高度參與在該地段所須進行的岩土工程的設計及監督。承批人現確認因任何岩土勘察、設計工作、施工、監督或任何其他事宜而引起的所有成本、收費、費用或其他任何開支全數由承批人負責，承批人進一步確認政府不會對任何該等成本、收費、費用或其他任何開支負責。

23. 批地文件的特別批地條款第(62)條規定：

(a) 政府為將在該地段、當中任何部分以及毗鄰土地之上或其地底敷設的現有總食水管(在附上的圖則一內以紅線顯示和標出)(下稱“現有總食水管”)進行分流而引致或將會引致的一切全部費用，均應在政府要求收回時，由承批人償付予政府。將現有總食水管分流的最終費用，由政府確定。該確定的結果是最終的，對承批人有約束力。

(b) 地政總署署長及其授權人員、承包商或他們的工人有權為對現有總食水管進行分流、維修、保養、更換、改建和移除工作，不論帶同或不帶同工具、設備、器械或車輛，在所有時間不受限制地進出、穿越該地段或當中任何部分。地政總署署長及其授權的人員、承包商或他們的工人對於因其行使本條款賦予的權利而導致承批人蒙受的各種損失、損害、滋擾和騷擾，不必承擔任何責任。承批人不得就此等損失、損害、滋擾和騷擾，對他們提出任何索償。

24. 批地文件的特別批地條款第(63)條規定：

(a) 承批人應為將降於或流入該地段的雨水截流和引入最就近的河道、集水溝、水道或政府雨水渠，而自行承擔費用，按照地政總署署長之需要，在該地段範圍內以及在官地內建設、保養排水道和排水渠，使地政總署署長滿意。對於該等雨水導致任何損毀和滋擾，進而引起的各種法律行動、索償和要求，承批人應單獨負責，並應保障政府及其人員不必承擔任何責任。

25. 批地文件的特別批地條款第(66)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，無論是否在陶甕、骨灰甕或其他。

1. The development is situated on The Remaining Portion of Yuen Long Town Lot No. 526.
2. Yuen Long Town Lot No.526 (the "lot") is held under the Agreement and Conditions of Exchange dated the 28th November 2011 and registered in the Land Registry as New Grant No.21319 (the "Land Grant") for a term of 50 years from 28th November 2011.
3. Special Condition No.(2) of the Land Grant stipulates that:-
 - (b) The Grantee acknowledges that as at the date of this Agreement, there are a septic tank projecting from the building or buildings erected on a piece or parcel of land now known and registered in the Land Registry as Sub-section 1 of Section B of Lot No.4358 in Demarcation District No.116 as shown and marked "4358 S.B ss.1" on PLAN I annexed hereto and a balcony projecting from the building or buildings erected on another piece or parcel of land now known as one of the House Lot - Yuen Long House Lot Blocks in Demarcation District No.116 as shown and marked "HL-YL HLB(1)" on PLAN I annexed hereto (the said septic tank and balcony projecting from the said pieces or parcels of land are hereinafter collectively referred to as "the Existing Protrusions" and the said pieces or parcels of land are hereinafter collectively referred to as "the Adjacent Lots") onto those portions of the lot shown coloured pink hatched black stippled black on PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Black Stippled Black Areas") and agrees that the lot is granted subject to the Existing Protrusions.
 - (c) Without prejudice to the generality of the provisions of General Conditions Nos. 2 and 3 hereof, the Grantee shall be deemed to have satisfied himself as to and have accepted the state and condition of the lot as existing on the date of this Agreement subject to the presence of the Existing Protrusions and no objection or claim of whatsoever nature shall be made or raised by the Grantee in respect of or on account of the same.
 - (d) The Government gives no warranty or guarantee, express or implied, as to the physical state, condition or safety of the Existing Protrusions or any part thereof, or as to whether the Existing Protrusions or any part thereof were erected or installed or have remained in existence in compliance with the provisions of the Buildings Ordinance, any regulations made thereunder and any amending legislation, or as to whether the Existing Protrusions or any part thereof will be demolished or removed.
 - (e) The Government shall be under no responsibility, obligation or liability whatsoever to the Grantee or any other persons in respect of the presence, maintenance, repair, demolition, removal or replacement of the Existing Protrusions or for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee or any other persons by reason of or arising out of or incidental to the presence, maintenance, repair, demolition, removal or replacement of the Existing Protrusions or the carrying out of any works by the Grantee or any other persons in relation thereto or the taking of steps or legal proceedings or actions against the registered owners and occupiers of the Adjacent Lots or any other persons in respect thereof. The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, losses, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, maintenance, repair, demolition, removal or replacement of the Existing Protrusions.
 - (f) The Grantee shall at all reasonable times permit the owners, tenants, licensees or occupiers for the time being of the Adjacent Lots with or without tools and equipment the right of free access to or from the lot or any part thereof to inspect, maintain, repair, demolish, remove and replace the Existing Protrusions and to carry out within the Pink Hatched Black Stippled Black Areas any works in relation to the inspection, maintenance, repairing, demolition, removal and replacement of the Existing Protrusions.
4. Special Condition No.(5)(a) of the Land Grant stipulates that:-
The Grantee shall:
 - (i) within 78 calendar months from the date of this Agreement (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 that portion of future public roads shown coloured green on PLAN I annexed hereto (hereinafter referred to as "the Green Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Green Area Structures")

so that building, vehicular and pedestrian traffic may be carried on the Green Area;
 - (ii) within 78 calendar months from the date of this Agreement (or such other extended periods as may be approved by the Director), at his own expense and to the satisfaction of the Director, surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require;
 - (iii) maintain at his own expense the Green Area together with the Green Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in safe, clean, tidy, good substantial repair condition in all respects 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.(6) hereof; and
 - (iv) maintain at his own expense and to the satisfaction of the Director the existing noise barriers erected upon the Green Area and shown by orange lines marked on PLAN I annexed hereto and shall not alter, modify, remove or demolish such noise barriers except with the prior written consent of the Director.
5. Special Condition No.(6) 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 these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic and shall ensure that such access shall not be interfered with or obstructed by the carrying out of the works whether under Special Condition No.(5) hereof or otherwise.
6. Special Condition No.(9) of the Land Grant stipulates that:-
 - (a) The Grantee shall:
 - (i) within 78 calendar months from the date of this Agreement (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 lay, form and construct footpaths on that area shown coloured yellow on PLAN I annexed hereto (hereinafter referred to as "the Yellow Area") and provide such structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Yellow Area Structures") so that pedestrian traffic may be carried on the Yellow Area;

- (ii) maintain at his own expense the Yellow Area together with the Yellow Area Structures and all structures, surfaces, gullies, sewers, drains, fire hydrants, services, street lights, traffic signs, street furniture, road markings and plant constructed, installed and provided thereon or therein in safe, clean, tidy, good substantial repair and condition 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.(10) hereof.

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

The Yellow 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 these Conditions have been complied with to his satisfaction. The Grantee shall at all reasonable times while he is in possession of the Yellow Area allow free access over and along the Yellow Area for all Government and public 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.(9) hereof or otherwise.

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

- (a) The Grantee shall:
 - (i) within 78 calendar months from the date of this Agreement (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 the lot shown respectively coloured pink hatched blue stippled black, pink cross-hatched blue and pink triangulated black on PLAN I annexed hereto (which areas are hereinafter respectively referred to as "the Pink Hatched Blue Stippled Black Area", "the Pink Cross-hatched Blue Area" and "the Pink Triangulated Black Area"); and
 - (II) provide and construct such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements, roads or such other structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Structures")

so that building, vehicular and pedestrian traffic may be carried on the Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area;
 - (ii) within 78 calendar months from the date of this Agreement (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 Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require; and
 - (iii) maintain at his own expense the Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black 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 safe, clean, tidy, good substantial repair and conditions in all respects to the satisfaction of the Director until such time the Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area have been surrendered to the Government in accordance with Special Condition No.(21) hereof.

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

- (a) The Grantee shall:
 - (i) within 78 calendar months from the date of this Agreement (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 lay, form and construct footpaths on those portions of the lot shown coloured pink hatched blue on PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Blue Areas") and provide such structures as the Director in his sole discretion may require (hereinafter collectively referred to as "the Other Structures") so that pedestrian traffic may be carried on the Pink Hatched Blue Areas; and
 - (ii) maintain at his own expense the Pink Hatched Blue Areas together with the Other 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 safe, clean, tidy, good substantial repair and condition in all respects to the satisfaction of the Director until such time the Pink Hatched Blue Areas have been surrendered to the Government in accordance with Special Condition No.(21) hereof.

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

- (a) The Grantee acknowledges that there are existing vehicular access and existing footpaths over the Pink Hatched Blue Stippled Black Area and existing footpaths over the Pink Hatched Blue Areas and the Pink Cross-hatched Blue Area. Before completion of the formation of the Pink Hatched Blue Stippled Black Area, the Pink Hatched Blue Areas and the Pink Cross-hatched Blue Area in accordance with Special Conditions Nos.(13)(a) and (15)(a) hereof, the Grantee shall at all times at his own expense provide and maintain the existing vehicular access and the existing footpaths in all respects to the satisfaction of the Director and permit members of the public at all times the unrestricted use of the existing vehicular access and the existing footpaths for all lawful purposes free of cost and without hindrance and shall ensure that such existing vehicular access and such existing footpaths shall not be interfered with or obstructed by the carrying out of the works whether under Special Conditions Nos. (13)(a) and (15)(a) hereof or otherwise.
- (b) After completion of the formation of the Pink Hatched Blue Stippled Black Area in compliance with Special Condition No.(13)(a) hereof and prior to the surrender of the Pink Hatched Blue Stippled Black Area pursuant to Special Condition No.(21) hereof, the Grantee shall at all times during the day and night permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass with vehicles or on foot or by wheelchair on, along, over, by and through the Pink Hatched Blue Stippled Black Area or any part or parts thereof.
- (c) After completion of the formation of the Pink Hatched Blue Areas in compliance with Special Condition No.(15)(a) hereof and prior to the surrender of the Pink Hatched Blue Areas pursuant to Special Condition No.(21) hereof, the Grantee shall at all times during the day and night permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot or by wheelchair on, along, over, by and through the Pink Hatched Blue Areas or any part or parts thereof.
- (d) After completion of the formation of the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area in compliance with Special Condition No.(13)(a) hereof and prior to the surrender of the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area pursuant to Special Condition No.(21) hereof, the Grantee shall at all times during the day and night permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass with vehicles or on foot or by wheelchair, on, along, over, by and through the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area or any part or parts thereof.

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

The Grantee shall at his own expense surrender:

- (a) when called upon to do so at any time or times by the Director the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area or any part or parts thereof; and
- (b) the Pink Hatched Blue Areas and the Pink Hatched Blue Stippled Black Area upon issue of a letter from the Director indicating that these Conditions have been complied with to his satisfaction;

in each case with vacant possession thereof to the Government free from encumbrances and free of costs and consideration in all respects to the satisfaction of the Director and for this purpose the Grantee shall at his own expense and within such time as may be specified by the Director, execute a deed or deeds of surrender and any other necessary documents in such form and containing such provisions as the Director shall approve or require provided that the Government shall not be under any obligation to accept a surrender of the Pink Hatched Blue Areas, the Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area or any part or parts thereof and the Grantee shall only do so as and when the Government sees fit. The Grantee shall have no right to claim against the Government for any loss, damage or compensation whatsoever directly or indirectly arising out of or in connection with the surrender.

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

- (a) No parking space or lay-by or loading or unloading space shall be allowed on, over or within the Pink Hatched Blue Areas, the Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area or any part or parts thereof.
- (b) Except with the prior written consent of the Director, no building or structure or support for any building or structure (including the boundary walls and fences) may be erected or constructed or placed on, over, under, above, below or within the Pink Hatched Blue Areas, the Pink Hatched Blue Stippled Black Area, the Pink Cross-hatched Blue Area and the Pink Triangulated Black Area or any part or parts thereof.

13. Special Condition No.(25) 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 these Conditions and all Ordinances, byelaws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of June, 2018.

14. Special Condition No.(26) 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 private residential purposes.

15. Special Condition No.(30) 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.

16. Special Condition No.(31) of the Land Grant stipulates that:-

- (c) The Grantee shall at his own expense landscape the lot in accordance with the approved landscape master plan in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plan shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

17. Special Condition No.(41) of the Land Grant stipulates that:-

- (a) There is excepted and reserved unto the Government, the lessees and tenants for the time being of all that piece or parcel of land now known and registered in the Land Registry as Section C of Lot No.4362 in Demarcation District No.116 as shown and marked "4362 S.C" on PLAN I annexed hereto, the lessees and tenants for the time being of all those pieces or parcels of land now known as two of the House Lot - Yuen Long House Lot Blocks in Demarcation District No.116 as shown and marked "HL-YL HLB(1)" and "HL-YL HLB(2)" respectively on PLAN I annexed hereto, and the lessees and tenants for the time being of all that piece or parcel of Government Land as shown and marked "G.L." on PLAN I annexed hereto (the said pieces and parcels of land and Government Land are hereinafter collectively referred to as "the Landlocked Land" and the lessees and tenants for the time being of the Landlocked Land are hereinafter collectively referred to as "the said Lessees and Tenants"), its or their officers, visitors, invitees, licensees and other persons authorized by it or them in that behalf at all times during day and night for all lawful purposes connected with the proper use and enjoyment of the Landlocked Land (including, for the avoidance of doubt, the inspection thereof by the Government, its officers or other authorized persons) the right to pass and repass on foot or by wheelchair with or without tools, equipment or machinery free of any charge on, along, over, by and through the lot and the building or buildings erected or to be erected thereon along such routes and alignments at such levels as the Director may require, specify, authorize or approve in all respects to the satisfaction of the Director for ingress, egress and regress to and from the Landlocked Land.
- (b) There is excepted and reserved unto the Government, the said Lessees and Tenants the right of, and the Grantee further covenants to permit them to have free passage, flow, supply, conveyance and discharge of utility services, including but not limited to water, electricity, gas, telephone and telecommunication services (hereinafter collectively referred to as "the said utility services") to and from the Landlocked Land through the lot for the proper use and enjoyment of the Landlocked Land and, for such purposes, the right for the Government, the said Lessees and Tenants, companies providing the said utility services, its or their officers, contractors, agents, workmen or other persons authorized by it or them, and the Grantee further covenants to permit them, to enter the lot at all reasonable times (except in case of emergency) with or without tools, equipment and machinery to lay, install, inspect, maintain, repair, alter, remove, renew, replace gutters, pipes, wires, cables, sewers, drains, nullahs, culverts, ducts, flues, conduits, water mains and other installations within such part or parts of the lot at such positions, levels and along such routes and alignments and in such manner as the Director may require, specify, authorize or approve.
- (c) The Government, its officers, contractors, agents, workmen and any persons authorized by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other person arising out of or incidental to the exercise of the rights conferred under sub-clause (b) of this Special Condition and no claim for compensation or otherwise shall be made against the Government by the Grantee in respect of any such loss, damage, nuisance or disturbance.
- (d) The Grantee shall indemnify and keep indemnified the Government, its officers, contractors, agents, workmen and any person duly authorized by it or them 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 sub-clause (b) of this Special Condition.

18. Special Condition No.(42) of the Land Grant stipulates that:-

There is excepted and reserved unto the Government, the lessees and tenants for the time being of all that piece or parcel of land known and registered in the Land Registry as Section A of Lot No.4389 in Demarcation District No.116 as shown and marked "4389 S.A" on PLAN

I annexed hereto (hereinafter referred to as "the Adjoining Lot"), its or their officers, visitors, invitees, licensees and other persons authorized by it or them in that behalf at all times during day and night for all lawful purposes connected with the proper use and enjoyment of the Adjoining Lot (including, for the avoidance of doubt, the inspection thereof by the Government, its officers or other authorized persons) the right to pass and repass with vehicles or on foot or by wheelchair with or without tools, equipment or machinery free of any charge on, along, over, by and through the lot and the building or buildings erected or to be erected thereon along such routes and alignments at such levels as the Director may require, specify, authorize or approve in all respects to the satisfaction of the Director for ingress, egress and regress to and from the Adjoining Lot.

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

- (a) Except with the prior written consent of the Director, no building or structure or support for any building or structure shall be erected or constructed on, over, above, below or within that portion of the lot shown coloured pink hatched black on PLAN I annexed hereto (hereinafter referred to as "the Pink Hatched Black Area").
- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Pink Hatched Black Area 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 safe, clean, tidy, good substantial repair and condition in all respects to the satisfaction of the Director.
- (c) There is excepted and reserved unto the Government, the lessees and tenants for the time being of all those pieces or parcels of land known and registered in the Land Registry as Section C and Section E of Lot No.4359 in Demarcation District No.116 as shown and marked "4359 S.C" and "4359 S.E" respectively on PLAN I annexed hereto (hereinafter collectively referred to as "the Neighbouring Lots"), and its or their officers, visitors, invitees, licensees and other persons authorized by it or them in that behalf at all times during day and night for all lawful purposes connected with the proper use and enjoyment of the Neighbouring Lots (including, for the avoidance of doubt, the inspection thereof by the Government, its officers or other authorized persons) the right to pass and repass on foot or by wheelchair with or without tools, equipment or machinery free of any charge on, along, over, by and through the Pink Hatched Black Area for ingress, egress and regress to and from the Neighbouring Lots.

20. Special Condition No.(45) of the Land Grant stipulates that:-

- (a)(iv) The Residential Parking Spaces provided under sub-clauses (a)(i) and (a)(iii) of this Special Condition shall not be used for any purpose other than those respectively stipulated therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (b)(iii) The parking spaces for vehicles of disabled persons provided under sub-clause (b)(i) of this Special Condition 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 of the building or buildings erected or to be erected on the lot and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.
- (c)(iii) The Motor Cycle Parking Spaces shall not be used for any purpose other than for the purpose set out therein and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

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

- (a) The Residential Parking Spaces and the Motor Cycle Parking Spaces shall not be:
 - (i) assigned except
 - (l) 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

- (ll) 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 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.
- (b) Notwithstanding sub-clause (a) of this Special Condition, the Grantee may, with the prior written consent of the Director, assign all the Residential Parking Spaces and the Motor Cycle Parking Spaces as a whole, but only to a wholly-owned subsidiary company of the Grantee.

22. Special Condition No.(58) of the Land Grant stipulates that :-

The Grantee hereby acknowledges that the lot may be underlain by cavernous marble and accepts that upon any development or redevelopment of the lot extensive geotechnical investigation will be required. The Grantee further accepts that such investigations may reveal the need for a high level of involvement of an experienced geotechnical engineer both in the design and in the supervision of geotechnical aspects of the works required to be carried on the lot. The Grantee hereby acknowledges that all costs, charges, fees or other expenses whatsoever arising out of any geotechnical investigations, design works, construction, supervision or any other matters whatsoever will be entirely his own responsibility and the Grantee further acknowledges that the Government shall be under no liability whatsoever in respect of such costs, charges, fees or other expenses.

23. Special Condition No.(62) of the Land Grant stipulates that:-

- (a) The Grantee shall pay to the Government on demand the total cost incurred or to be incurred by the Government in diverting the existing fresh water mains which are located on, under or over the lot or any part thereof and the land adjacent thereto as shown and marked by red lines on PLAN I annexed hereto (hereinafter referred to as "the Existing Fresh Water Mains"). The final costs of diverting the Existing Fresh Water Mains shall be determined by the Government. Such determination shall be final and binding on the Grantee.
- (b) The Director and his duly authorized officers, contractors, his or their workmen, with or without tools, equipment, machinery or motor vehicles shall have the right of unrestricted ingress, egress and regress at all times to, from and through the lot or any part thereof for the purposes of carrying out the diversion, repairing, maintaining, replacing, altering and removal works in relation to the Existing Fresh Water Mains. The Director and his duly authorized officers, contractors, his or their workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the rights conferred under this sub-clause and no claim shall be made against him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

24. Special Condition No.(63) of the Land Grant stipulates that:-

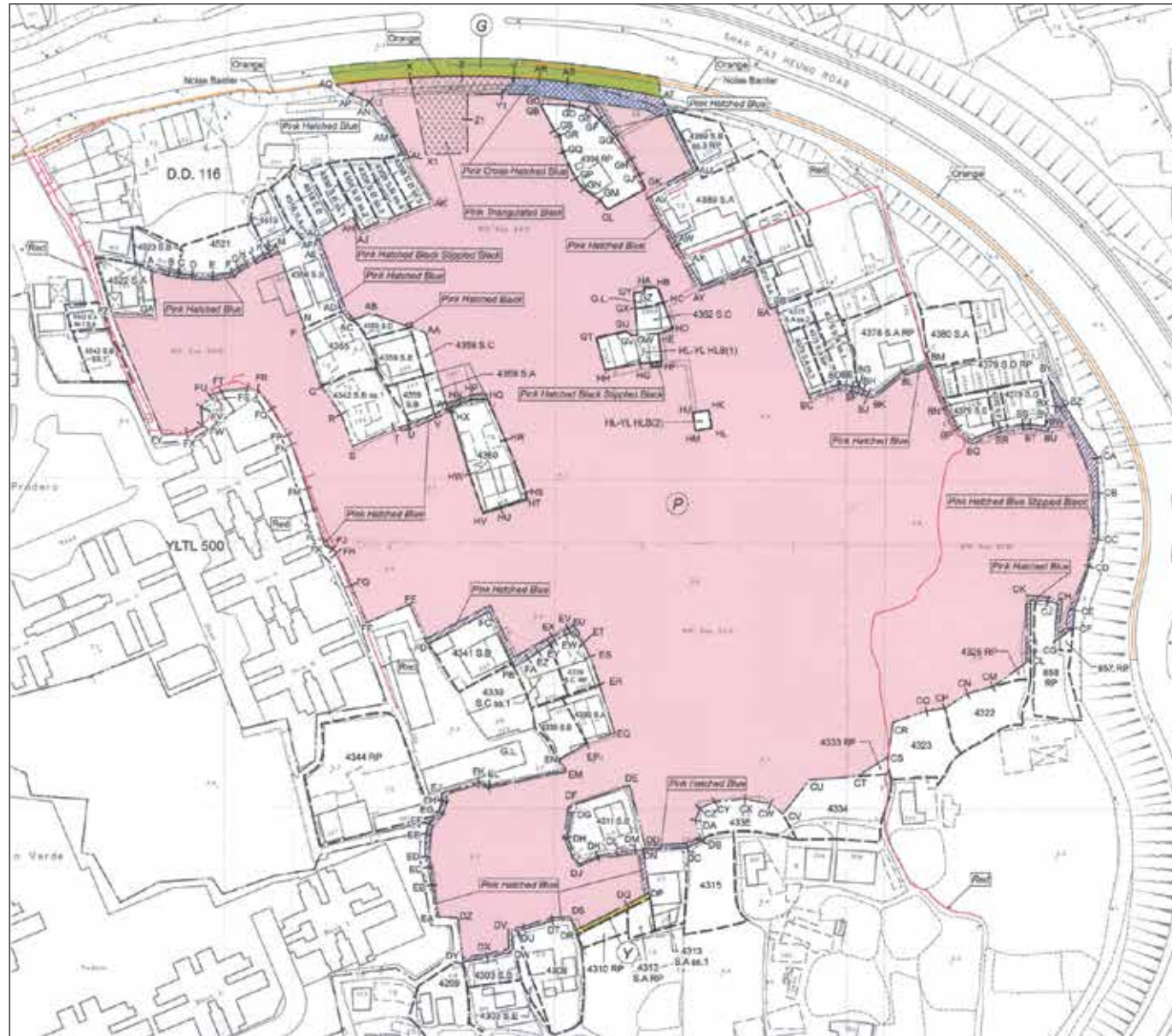
- (a) The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel 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.

25. Special Condition No. (66) of the Land Grant stipulates that:-

No grave or columbarium shall be erected or made on the lot, nor shall any human remains or animal remains whether in earthenware jars, cinerary urns or otherwise be interred therein or deposited thereon.

15. 批地文件的摘要

SUMMARY OF LAND GRANT



附於批地文件的圖一
PLAN I ANNEXED TO THE LAND GRANT

特別批地條款參註 SPECIAL CONDITIONS REFER

-  粉紅色底色加上黑色影線
Pink Hatched Black
-  粉紅色底色加上藍色影線
Pink Hatched Blue
-  粉紅色底色加上黑色影線和黑點
Pink Hatched Black Stippled Black
-  粉紅色底色加上藍色影線和黑點
Pink Hatched Blue Stippled Black
-  粉紅色底色加上藍色交叉影線
Pink Cross-Hatched Blue
-  粉紅色底色加上黑色三角形
Pink Triangulated Black
-  綠色
Green
-  黃色
Yellow
- POINTS POINTS X Y Z 點
- POINTS POINTS X1 Y1 Z1 點
-  現有總食水管
Existing Fresh Water Mains
-  隔音屏障
Noise Barrier