附錄 28

*<u>委員會秘書附註</u>: 關於附件B,請參閱附錄27的附件B。 本文件只備英文本。

Chief Estate Surveyor/ Estate Management (Regrant Section)	MO Distribution To
Ref. (24) BLD/SPL/WEL/60 Tel. No. 848 6179 2 8 JAN 1991 Date	Answered by 13, Your Ref. Col. 15 (1) (1)
Proposed Leas New Kowloon Inl	e Kxtension of and Lot No.

, Kowloon

The above lot is held by under a Conditions of Grant No. 11505 dated 15.4.1981 for the purposes of a non-profit-making health and welfare centre providing a day nursery, a geriatric day centre and a non-residential training school for enrolled nurses or for such other purposes as may be approved by the Director of Social Welfare and the Director of Medical and Health Services. The lease under which the above lot is held has been classified as a special purpose lease under the New Territories Leases (Extension) Ordinance 1988 and this office is currently considering the extension of the lease term up to 30.6.2047.

- 2. It is now intended that the extension will be dealt with by means of the simplified extension document at Annex B. That is, the lease will be extended on the existing conditions. Any necessary amendments will be incorporated in the Conditions of Lease Extension or in a Modification Letter if appropriate. However, please note that only certain basic and essential conditions will be amended/inserted where there appears to be serious defect in the existing lease. Mere updating of special conditions to accord with standard clause will not be incorporated. The suggested modifications are now listed at Annex C attached.
- at Annex A together with a location plan for your reference. I would be grateful if you could let me have your reply within 4 weeks from the date of this memo.
 - 4. In particular, I should be grateful if :
 - a) DSO/K would confirm that the occupied area agrees with the leased area;
 - b) DPO/K would advise the zoning of the subject lot on OZP and ODP.
 - o) DHS and DSW, would confirm that Special Condition Nos. (3), (5)(a); (6) and (9) of the Conditions of Grant have been complied with.

Rec'd P.M. 30 JAN 1391 by GREET

(Miss Sophia CHIANG)
for Chief Estate Surveyor/
Estate Management
(Regrant Section)

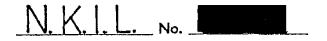
Distribution

DLO/KW
DSO/K
CETE/K, TD
RG(LO/LA)SPL
DPO/K, PD
D of FS
CHE/K, HyD
CE/MSD, DSD
WSD
GCO/CESD
DO(KIn. City)
D of SW
CBS/K
Director of Hospital Services

B.A. 365 643449 [244-2/53-32849]

<u>v</u>; 2 ← ← LO O LO

CONDITIONS OF GRANT



OWNER



TERM

99 yero his 3 days: from 1.7:1898

PREMIUM NIL

REFER TO VOL. Knowny FOLIO Register Cont.

Entered and Indexed (due 79.1).

1. O. No.17 4776

700

B. L. No. 81/7/14.

L. S. O. No. 11/1741/16.

PARTICULARS AND CONDITIONS OF GRANT BY PRIVATE TREATY

Land Office Copy

150. 11/17:8/56

PARTICULARS AND CONDITIONS for the GRANT of the Lot described in the Particulars of the Lot hereof and shown coloured pink on the plan annexed hereto for the residue of a term of 99 years less three days commencing from the lat day of July, 1898 at the rent specified in such Particulars.

PARTICULARS OF THE LOT

New Road, As delineated 985 \$1,000 per annum annexed hereto	remina	Crown rent	Area in square metros	Sit•	Location	Registry No.
	NII	per	985	and shown coloured pink on the plan		Kowloon Inland

GENERAL CONDITIONS

Setting out

1.(a) The Director of Public Works (hereinafter referred to as "the said Director") will at such time as he thinks fit or upon the application of the grantee, set out the lot on the ground and the grantee or his authorized representative after such setting out when called upon by the said Director will attend at the lot to inspect the survey marks delineating the lot on the ground and will be given a plan showing the positions and descriptions of each such mark. The grantee shall not commence any operations for building on the lot until it shall have been so set out by the said Director. The grantee shall take or cause to be taken all proper care and precautions to safeguard the said survey marks from disturbance or removal. If, before commencing any operations for building on the lot, any of the said survey marks are disturbed or removed, the grantee shall apply in writing to the said Director for replacement by survey and shall pay on demand to the Government in advance the prescribed fee therefor.

Encroachment upon Crown land

In the event that the grantee is found to have encroached upon and to be occupying Crown land the said Director may in his absolute discretion either require the grantee to demolish any building or part of any building standing on such Crown land, to reinstate such Crown land to his satisfaction and deliver vacant possession of the same to the Government or pay to the Government such sum as the said Director in his absolute discretion shall determine as the premium in respect of such Crown land. A certificate under the hand of the said Director shall be conclusive as to the extent of any such encroachment and as to the amount of the premium payable in respect thereof. If the grantee fails to demolish any building as required by the said Director as above it shall be lawful for the said Director to demolish such building and the grantee shall pay on demand to the Government the amount certified by the said Director as the cost of such demolition. In the event that the said Director exercises his discretion to require the payment of premium as aforesaid upon the payment of such premium the area of Crown land encroached upon shall be deemed in all respects to be part of the lot and shall be included in the Crown lease when issued.

Maintenance

The grantee of the lot shall throughout the tenancy maintain all buildings erected or which may at any time hereafter be erected on the lot in good and substantial repair and condition, and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy. In the event of the demolition at any time during the tenancy of any building then standing on the lot or any part thereof the grantee shall replace the same either by sound and substantial buildings of the same type and of no less volume or by buildings of such type and value as shall be approved by the said Director. In the event of demolition as aforesaid the grantee shall within one month of such demolition apply to the said Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three months thereof commence the necessary work of redevelopment and shall complete the same to the said Director.

Boundary stones The grantee shall permit boundary stones properly cut and marked with the number of the lot to be fixed at each angle thereof and either in or on the land itself or in or on any building erected thereon as may be required by the said Director and shall pay the fees prescribed by him therefor as well as the prescribed fee for the refixing of such boundary stones which, through being lost, damaged and/or removed, need replacing.

Private streets 4. Any private streets, roads and lanes which are required to be formed shall be sited to the satisfaction of the said Director and included in or excluded from the area to be leased as may be determined by him and in either case shall be handed over to the Government free of cost if so required. Where taken over by Government the surfacing, kerbing, drainage (both foul and storm-water sewers) and channelling shall be carried out by the Government at the cost of the grantee and thereafter maintained at public expense but where remaining part of the area leased or to be leased, such streets, roads or lanes shall be surfaced, kerbed, drained, channelled and maintained by and at the expense of the grantee to the satisfaction in all respects of the said Director.

Breach
of lease
conditions

The fulfilment by the grantee of his obligations under these Conditions shall be a condition precedent to the grant or continuance of the tenancy and in the event of any default by the grantee in complying therewith such default shall be deemed to be a continuing breach and the subsequent acceptance by or on behalf of the Crown of any Crown rent or rates or other payment whatsoever shall not (except where the Crown has notice of such breach and has expressly acquiesced therein) be deemed to constitute any waiver or relinquishment or otherwise prejudice the enforcement of the Crown's right of re-entry for or on account of such default or any other rights remedies or claims of the Crown in respect thereof under these Conditions which shall continue in force and shall apply also in respect of default by the grantee in the fulfilment of his obligations under these Conditions within any extended or substituted period as if it had been the period originally provided.

Re-entry

6.(a) Should the grantee fail or neglect to observe or comply with any of the conditions of this Agreement the Crown shall be entitled to re-enter upon and take back possession of the lot or any part thereof and all or any buildings, erections and works thereon or on such part, and thereupon this Agreement and the rights of the grantee hereunder shall absolutely cease and determine (in respect of such part if the re-entry is upon a part only) but without prejudice to the rights, remedies and claims of the Crown in respect of any breach, non-observance or non-performance of the terms and conditions hereof.

No compensation on re-entry

(b) In the event of re-entry by the Crown for or in respect of or arising out of the breach, non-observance or non-performance by the grantee of the provisions of these Conditions, he shall not be entitled to any payment or compensation whatsoever whether in respect of the value of the land, or for any buildings thereon, or for any amount expended by him in the preparation, formation or development of the lot or otherwise.

Crown lease

- 7.(a) When these Conditions have been complied with to the satisfaction of the said Director and the Registrar General (Land Officer), the grantee shall subject to approval of his title by the Registrar General (Land Officer) be entitled to a Crown lesse of the lot for the term stated in the presmble to these Conditions.
- (b) The grantee shall execute and take up a Crown lease of the lot when called upon to do so by the Registrar General (Land Officer) and shall pay the prescribed fees therefor and an endorsement by the Registrar General (Land Officer) on these Conditions or on the Land Office Registers that plans of the lot or any specified part thereof are in the Land Office and that the Crown lease thereof must be taken up before any further dealings with the lot or a specified part thereof can be registered shall have effect accordingly. In the event of more than one building being erected on the lot the grantee may be required to take up a separate lease for the site of each separate building and shall pay to the Registrar General (Land Officer) the prescribed fees for every additional lease so required to be taken up.
- (c) Pending the issue of the Crown lease the tenarcy of the lot shall be deemed to be upon and subject to and such Crown lease when issued shall be subject to and contain, all exceptions, reservations, covenants, clauses and conditions as are now inserted in the Crown leases of similar lots in Hong Kong as varied, modified or extended by these Conditions.

Definitions

- 8.(a) The expression "grantee" shall in these Conditions include the person or persons entering into and executing this Agreement and where the context so admits or requires his/her/their executors, administrators and assigns and in the case of a corporation its successors and assigns and the expression "lot", except where the context otherwise refers, means the lot stated in the Particulars of the Lot hereof. Where the context so admits or requires, words importing the masculine gender shall be deemed to include females and corporations, and words in the singular shall be deemed to include the plural.
- (b) The foregoing General Conditions shall be read and construed as varied or modified by the Special Conditions hereinafter contained and the expression "these Conditions" whenever used shall mean and include the General and Special Conditions.

Examption

9. The lot shall be exempted from the provisions of Part II of the New Territories Ordinance

SPECIAL CONDITIONS

Possession

(1) Possession of the lot shall be deemed to have been given and taken on the date of this Agreement.

Crown rent

(2) Crown rent for the lot as specified in the Particulars of the Lot hereof shall commence from the date of this Agreement, and shall be payable by equal half yearly payments on the 24th day of June and the 25th day of December each year, the first half yearly rent or a due proportion thereof being payable on the next half yearly date following the date of this Agreement.

Type of Building

and maintain upon the lot a non-profit-making health and welfare centre providing a day nursery catering for between 140 and 196 children, a geriatric day centre with facilities for vocational, therapy and occupational therapy for about 80 patients and a non-residential training school for enrolled nurses (which health and welfare centre is hereinafter referred to as "the said centre") together with such desestic quarters as the Director of Social Welfare and the Director of Hedical and Health Services consider to be essential for the housing of staff and workmen employed on the premises, and shall not at any time erect or maintain upon the lot any building other than a building or buildings for the purposes of the said centre to which the said Director shall have given his prior written approval.

Building covenant

- (4) The grantee shall develop the lot in two stages by the erection thereon of a building or buildings complying with these Conditions and in all respects in accordance with the provisions of all Ordinances. Byelaws and Regulations relating to building and sanitation which are or may at any time be in force in Hong Kong and in the manner following, that is to say
 - (a) by the erection thereon of a building or buildings to be completed and made fit for occupation before the expiration of 36 calendar months from the 12th day of February 1980 and expending thereon a sum of not less than \$2,500,000, and then
 - (b) by the erection thereon of a building or buildings to be completed and made fit for occupation before the expiration of 60 calendar months from the 12th day of February 1980 and expending thereon a further sum of not less than \$1,000,000.

The aforesaid sums of \$2,500,000 and \$1,000,000 shall exclude moneys spent on site formation, foundation, access roads and other ancillary works.

User

(5)(a) Subject to these Conditions, the grantee shall not use or permit or suffer the use of the lot or any part thereof or any building or part of any building thereon for any purpose other than for the purposes of the said centre, or for such other purposes as may be approved by the Director of Social Welfare and the Director of Medical and Health Services.

(b) The grantee shall not do or permit or suffer anything to be done in or upon the lot or any part thereof or any building or any part of any building erected or to be erected thereon which may be or become a nuisance or annoyance or which may cause damage or inconvenience to the Government or to the owners or occupiers of any adjoining or neighbouring lots or premises.

Commence to operate

(6) The grantee shall within 48 months of the 12th day of February 1980 open and commence to operate the said centre on a scale satisfactory to the Director of Social Welfare and the Director of Hedical and Health Services, and shall conduct the said centre in accordance with all Ordinances and Regulations relating to the said centre which are or may at any time be in force in Hong Kong and in all respects to the satisfaction of the Director of Social Welfare and the Director of Hedical and Health Services. If it is at any time shown to the satisfaction of the Governor that there has been a breach of this Condition, it shall be lawful for the Grown to re-enter upon and take back possession of the lot or any part thereof and all buildings thereon without notice and there-upon the rights of the grantee in and to the lot under this Agreement shall absolutely cease and determine.

Cessation of user

Governor that the lot or any part thereof or any building or part of any building thereon has ceased to be used for the purposes of the said centre or for such other purposes as may have been approved by the Director of Social Welfare and the Director of Medical and Health Services (as to which the non-user thereof for such purposes for a period of six months shall be conclusive) or that the extent of the user thereof for such purposes has so diminished that the retention of the lot or any part thereof for such purposes is no longer justified, it shall be lawful for the Grown to re-enter upon and take back possession of the lot or any part or parts thereof and all buildings thereon without notice and thereupon the rights of the grantee in and to the same under this Agreement shall absolutely cease and determine.

Alienation

(8) The grantee shall not assign, mortgage, charge, demise, underlet, part with the possession of or otherwise dispose of or encumber the lot or any part thereof or any building or part of any building thereon or enter into any agreement so to do.

Submission of accounts

(9) The grantee shall submit to the Director of Social Welfare and the Director of Hedical and Health Services annually a complete statement of the accounts of the said centre audited by an Auditor approved by the Governor. Such statement shall be audited and submitted not later than six months from the close of the year to which it relates.

Building plans

(10) The grantee shall, before any building operations commence on the lot, submit or cause to be submitted to the Director of Medical and Health Services and the Director of Social Welfare for approval building plans for the said centre and thereafter shall, without prejudice to the generality of any other General and Special Conditions herein contained, construct the said centre in accordance with such building plans as approved by the Director of Medical and Health Services and the Director of Social Welfare.

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Distribution of profit

(11) There shall be no distribution of profit derived from the said centre. All profits, if any, shall be directed to the improvement and extension of the said centre.

Inspection by Director of Medical and Health Services (12) The Director of Medical and Health Services and his officers shall have the right of free access to the lot and any building thereon for the purpose of inspecting the said centre.

Resumption

- (13) The Government shall have full power to resume, re-enter upon and re-take possession of all or any part of the lot if required for the improvement of Hong Kong or for any other public purpose whatsoever (as to which the decision of the Governor shall be conclusive), twelve calendar months' notice being given to the grantee of its being so required, and upon the exercise of this power the grantee's tenancy of the land so resumed shall cease, determine and be void, and the grantee shall on the expiration of the said notice quit and deliver up possession of the land so resumed and the buildings thereon. Upon the exercise of the power there shall be paid by the Government to the grantee the following compensation only:
 - (a) in respect of the land resumed one sixteenth of such amount as in the opinion of the said Director has been reasonably expended by the grantee on site formation of the said land, multiplied by the number of complete years in the portion of the said term unexpired at the date of resumption; and
 - (b) in respect of any building or part of any building lawfully erected on the land resumed such sum as the said Director shall on a fair and impartial valuation having regard to the unexpired portion of the said term, certify to be the market value, as at the date of resumption, of the said building or part thereof; provided that where any building grant or grants has or have been made by the Government towards the cost of any such building on or site formation of the lot, the said grant or grants or a due proportion thereof may at the discretion of the Governor be deducted from any sum payable to the grantee as aforesaid.

Set back

(14) The grantee shall not cut away, remove or set back any Crown land adjoining the lot.

Spoil or debris

(15)(a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down on to public lanes or roads or into road-oulverts, sewers, storm-water drains or nullahs, or other Government properties, the grantee shall be held responsible and shall pay to the Government on demand the cost of removal of the spoil and debris from or of damage to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, or other Government properties. The grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down.

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Dumping (Crown land) (b) No earth, debris; spoil of whatsoever nature, or building materials shall be dumped on any adjoining Crown land.

Compliance with the Buildings Ordinance (16)(a) Subject to these Conditions, upon development or redevelopment of the lot or any part thereof, any building or buildings erected or to be erected thereon shall in all respects comply with the Buildings Ordinance, any regulations made thereunder and any amending legislation.

Design and disposition

(b) The design and disposition of any building to be erected on the lot shall be subject to the approval in writing of the said Director.

Height

(c) No part of any structure to be erested on the lot shall exceed a height of 51.5 metres above the Hong Kong principal datum.

Piling

(17) The grantee shall not use or permit to be used any form of percussive piling system upon the lot.

Parking space

- (18) Space shall be provided within the lot to the satisfaction of the said Director for the parking of motor vehicles as follows:
 - (a) 1 space per doctor, sister, health visitor and senior executive personnel,
 - (b) I space per every 5 other personnel,
 - (c) 1 space per 10 beds for visitors cars with the minimum of 5 spaces,
 - (d) 2 spaces for operational vehicles, and
 - (e) 1 lay-by measuring 3 metres x 9 metres,

and the space so provided shall not be used for any other purpose.

Damage to public roads (19) The grantes shall pay to the Government on demand any sum which the said Director shall certify to be the cost of making good any damage done to adjoining public roads by the grantee, his contractors or sub-contractors or his or their workmen or vehicles or by any spoil from the lot.

Dumping (public road) (20) No materials shall be dusped or stored, nor shall any work be carried out within the boundaries of a public road or way without the prior written consent of the said Director.

Constructing drains and channels

(21) The grantee shall construct and maintain at his own expense and to the satisfaction of the said Director such drains and channels, whether within the boundaries of the lot or on Grown land, as the said Director may consider necessary to intercept and convey into the nearest stream-course, catchpit, channel, storm-water drain or sea 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.

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Damage to nullah etc. (22) Any damage or obstruction caused by the grantee, his servents or agents to any nullah, sewer, storm-water drain, watermain or other Government properties within or adjoining the lot shall be made good by the Government at the cost of the grantee, and the amount due in respect thereof shall be paid on demand to the Government by the grantee.

Removal of refuse matter

(23) The grantee shall not permit sewage or refuse water to flow from the lot onto any adjoining land or allow any decaying, noisome, noxious, excrementatious, or other refuse matter to be deposited on any portion of the lot and shall have all such matter removed from the lot or any building erected thereon in a proper manner.

Connecting drains and sawers

(24) The grantee shall pay to the Government on demand the cost of connecting any drains and sewers from the lot to the Government storm-water drains and sewers when laid. Such works shall be carried out by the said Director, who shall incur no liability to the grantee in respect thereof.

Foundations

(25) Any foundations to be constructed near or adjoining any sewer, storm-water drain or nullah within or adjoining the lot shall comply with the requirements of the said Director.

Utility service etc.

The grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including watermain), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations (all together hersinafter referred to as "the said works and services") being or running upon, over, under or adjacent to the lot or any part thereof, provided that the grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the said works and services, and shall submit his proposals for dealing with any of the said works and services in writing to the said Director for his approval in all respects, and shall not carry out any work whatsoever until the said Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the said Director in respect of the said works and services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the said Director any damage or disturbance caused to the surface of the lot or any of the said works and services running on, over, under or adjacent to the lot in any manner arising out of any such construction, maintenance, renewal or repair work. If the grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or of any of the said works and services to the satisfaction of the said Director, he, the said Director may carry out any such diversion, relaying, reinstatement or making good as he considers necessary and the grantee shall pay to the Government on demend the cost of such works.

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Vehicular

(27) The grantee shall have no right of ingress or egress to or from the lot for the passage of motor vehicles except between the points X and Y through Z shown and marked on the plan annexed hereto.

Temporary access (28) Notwithstanding the provisions of Special Condition No.(27) hereof; upon development or re-development of the lot or any part thereof a temporary right of ingress or egress to or from the lot for the passage of construction vehicles may be granted in such position as may be approved and subject to such conditions as may be imposed by the said Director.

Filtered water supply (29)(a) A filtered water supply from Government mains will be given on the usual terms and subject to the provisions of the Waterworks Ordinance or any enactment amending or replacing the same, but no guarantee is given that any water that is supplied will be continuously available.

Salt water supply (b) A salt water supply from Government mains will be given for flushing purposes, and the grantee will be required to accept this supply and to install plumbing capable of withstanding the corrosive effect of salt water. If a salt water supply is not available when required, a temporary mains water supply will be provided for flushing purposes. The temporary fresh water if required, and the ultimate salt water supply, will be given on the usual terms and subject to the provisions of the Waterworks Ordinance, or any enactment amending or replacing it.

Restriction on use of water supply

(30) Except with the prior written consent of the Water Authority, no fresh or salt water from Government mains shall be used for any heating, cooling or humidification purpose.

Cost of repair and reinstatement

(31) The grantee shall pay to the Government on demand the cost of repair and reinstatement to any Waterworks installation that shall or may be necessary at any time during the term as a result of damage caused by any works or other activities carried out upon the lot by the grantee or others under his charge, and shall indemnify the Government against any claim, action or demand arising therefrom.

(32) Wherever in these Conditions it is provided :-

Supervisory and overhead charges

(a) that the Government or the said Director shall or may carry out works of any description on the lot or any part thereof or outside the lot (whether on behalf of the grantee or on the failure of the grantee to carry out such works or otherwise) at the cost of the grantee or that the grantee shall pay or repay to the Government or to the said Director on demand the cost of such works, such cost shall include such supervisory and overhead charges as may be fixed by the said Director; or

Approval or consent

(b) that the prior approval or consent in writing of the said Director, the Director of Social Welfare or the Director of Hedical and Health Services is required, the said Director, the Director of Social Welfare or the Director of Hedical and Health Services may refuse or give the approval or consent on such terms and conditions as he sees fit.

HEHORANDUM OF AGREEHENT

HEMORANDUM that	whose registered offi
is situate at	, Kowloon
the person whose name is hereunder wr	itten has this day agreed to carry out the
terms and conditions of the foregoing	Conditions of Grant, and the grantee
hereby agrees fully to observe and pe	rform the said Conditions, and to be
bound thereby, and His Excellency the	Governor hereby ratifies and confirms
the said grant on the above terms and	conditions.
Dated this If U da	1981
Witness	
Occupation Atless tor	Signăture of grantee
Address St. New Henry House Street H	HC,
Witness :	For and on behalf of the Governor
(CHUN SING CHEE)	AHHAThe.
Assistant Registrar Registrar General's Department	(Noel H. Gleeson) Assistant Registrar General
(N.K.I.L. 5907) Certified correct	· ·
(S.H. WAN) p. Land Officer.	

Annex C

Proposed Modification to NKIL

[tem	Existing Document	Proposed Form	Remarks
	Conditions of Grant No.		
1.	Resumption (S.C. 13)	The Government shall have full power to resume, Upon the exercise of the power there shall be paid by the Government to the Grantee the following compensation only: -	

(a) in respect of the land resumed - one sixty-sixth of such amount

To amend the fraction fro 1/16 to 1/66 to reflect the extension of lease term by using Clause No. 5 of the simplified extension document.