INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

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

1. All supporting structures and connections to the First Public Road and the Pedestrian Subway and their respective associated facilities

Under Special Condition No.(7)(a)(i) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the First Public Road and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the First Public Road.

Under Special Condition No.(7)(a)(ii) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the Pedestrian Subway and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the Pedestrian Subway.

(I) Provisions of the land grant

"(7) (a) There are excepted and reserved unto the Government:

(i) the land occupied by the existing public road structures (hereinafter referred to as "the First Public Road") including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black on Plan Ia (the land and the air space excepted and reserved in this sub-clause (a)(i) are hereinafter collectively referred to as "the First Public Road Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the First Public Road, including but not limited to portion of the existing retaining wall with Feature No. 11NW-C/R 143 as shown and marked by a red line on Plan Ia, constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the First Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(ii) the stratum of land occupied by the existing subway structure or structures (hereinafter referred to as "the Pedestrian Subway") as shown on Plan Ib within the areas shown coloured pink circled black rippled black, pink circled black and pink circled black crossed black on Plan Ia (the stratum of land excepted and reserved in this sub-clause (a)(ii) is hereinafter referred to as "the Subway Reserved Area") together with

(I) all necessary rights of occupation of all supporting structures and connections to the Pedestrian Subway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(II) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Pedestrian Subway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine;

(b) The Grantee shall have no rights, title, ownership, possession or use of the First Public Road Reserved Area and the Subway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the First Public Road Reserved Area as a public road and the Subway Reserved Area as a pedestrian subway or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, save any railway structures and associated facilities below the upper surface of the First Public Road existing on the day of this Agreement, no building or structure or support for any building or structure shall be erected or constructed within or on the First Public Road Reserved Area and the Subway Reserved Area except with the prior written consent of the Director who may at his sole discretion decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the First Public Road, the Pedestrian Subway and the buildings or structures erected or to be erected within or on the First Public Road Reserved Area and the Subway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the First Public Road and the Pedestrian Subway and the structures and installations supporting or appurtenant to the First Public Road and the Pedestrian Subway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the First Public Road Reserved Area and the Subway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the First Public Road Reserved Area and the Subway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel 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 by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the First Public Road and the Pedestrian Subway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"First Public Road Reserved Area"

means the land occupied by the existing public road structures (hereinafter referred to as "the First Public Road") including the air space of 6 metres above the road surface and the thickness of the road of 1 metre below the upper surface of the First Public Road as shown on Plan Ib in the areas shown coloured pink rippled black, pink cross-hatched green rippled black and pink circled black rippled black on Plan Ia annexed to the Government Grant as referred to in Special Condition No.(7)(a)(i) of the Government Grant;

…

"Pedestrian Subway"

means the existing subway structure or structures referred to in Special Condition No.(7)(a)(ii) within the Subway Reserved Area as shown on Plan Ib annexed to the Government Grant;

…"

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

2. All supporting structures and connections to the Second Public Road and the associated facilities

Under Special Condition No.(8)(a) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the Second Public Road and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the Second Public Road.

(I) Provisions of the land grant

(8) (a) There are excepted and reserved unto the Government the land and air space in the area shown coloured pink edged green and marked "AREA A" on Plan Ia above the level of 1.95 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion and the land and air space in the area shown coloured pink edged green and marked "AREA B" on Plan Ia above the level of 1.65 metres above the Hong Kong Principal Datum or such other levels as may be determined by the Director at his sole discretion for the purpose of a public road (hereinafter referred to as "the Second Public Road") (the land and air spaces excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Second Public Road Reserved Area") together with

(i) all necessary rights of occupation of all supporting structures and connections to the Second Public Road constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the Second Public Road at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Second Public Road Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Second Public Road Reserved Area as a public road for vehicular and pedestrian traffic or otherwise.

(d) Subject to sub-clause (a) of this Special Condition, no building or structure or support for any building or structure shall be erected or constructed within or on the Second Public Road Reserved Area except with the prior written consent of the Director who may at his sole discretion, decline consent or give consent subject to such terms and conditions as he sees fit.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the Second Public Road and the buildings or structures erected or to be erected within or on the Second Public Road Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the Second Public Road and the structures and installations supporting or appurtenant to the Second Public Road;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Second Public Road Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Second Public Road Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage, or other effluent, air, telephone lines and other services to and from the Second Public Road Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel 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 by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the Second Public Road, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Second Public Road Reserved Area"

means the land and air space in the areas referred to in Special Condition No.(8)(a) of the Government Grant as shown coloured pink edged green and marked "AREA A" on Plan Ia and coloured pink edged green and marked "AREA B" on Plan Ia annexed to the Government Grant for the purpose of a public road (**"the Second Public Road"**);

…"

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

3. All supporting structures and connections to the West Kowloon Highway and the associated facilities

Under Special Condition No.(9)(a) of the land grant, the grantee shall construct for the Government all supporting structures and connections to the West Kowloon Highway and shall construct, install and provide the structures, services, lights, traffic signs, street furniture, road markings and plant for the West Kowloon Highway.

(I) Provisions of the land grant

(9) (a) There are excepted and reserved unto the Government the land and air space in the areas shown coloured pink crossed black and pink circled black crossed black on Plan Ia above the level of 12.65 metres above the Hong Kong Principal Datum or such other level as may be determined by the Director at his sole discretion for the purpose of the existing West Kowloon Highway (hereinafter referred to as "the West Kowloon Highway") (the land and air space excepted and reserved in this sub-clause (a) are hereinafter collectively referred to as "the Highway Reserved Area") together with.

(i) all necessary rights of occupation of all supporting structures and connections to the West Kowloon Highway constructed or to be constructed within the lot at such positions, in such manner, with such materials and to such standards, levels, alignment and design as may be determined by the Director and the Grantee shall satisfy himself as to the positions, levels and extent of the supporting structures and connections constructed or to be constructed within the lot; and

(ii) all necessary rights of occupation of structures, services, lights, traffic signs, street furniture, road markings and plant to be constructed, installed and provided within the lot and building or buildings constructed or to be constructed within the lot for the West Kowloon Highway at such positions, in such manner, with such materials and to such standards, levels, alignment and design as the Director may determine.

(b) The Grantee shall have no rights, title, ownership, possession or use of the Highway Reserved Area.

(c) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever whether under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (e) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the Highway Reserved Area as the West Kowloon Highway for vehicular traffic or otherwise.

(d) The Grantee shall not use any part or parts of the lot below the Highway Reserved Area for any purpose except as provided in sub-clause (g) of this Special Condition.

(e) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel free of costs and charges the following rights:

(i) the right of support and protection for the West Kowloon Highway and the buildings or structures erected or to be erected within or on the Highway Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the West Kowloon Highway and the structures and installations supporting or appurtenant to the West Kowloon Highway;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the Highway Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the Highway Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the Highway Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(f) The Government, its officers, agents, contractors and workmen or other duly authorized personnel 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 by it or them of the rights conferred under sub-clauses (a) and (e) of this Special Condition or arising out of the maintenance, presence or operation of the West Kowloon Highway, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) No building, structure and installation shall be constructed or erected below the Highway Reserved Area except those which are required for the operation and use of the Tung Chung Line and the Airport Express Line of the Mass Transit Railway and ancillary structures and installations. For the purpose of these Conditions "Mass Transit Railway" shall be as defined in the Mass Transit Railway Ordinance, any regulations made thereunder and any amending legislation.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Highway Reserved Area"

means the land and airspace in the areas referred to in Special Condition No.(9)(a) of the Government Grant shown coloured pink crossed black and pink circled black crossed black on Plan Ia annexed to the Government Grant for the purpose of the existing West Kowloon Highway (**"the West Kowloon Highway"**);

…"

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

4. The Supporting Structures within the XRL Reserved Area

Under Special Condition No.(10) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands maintain the Supporting Structures within the XRL Reserved Area (with or without modification or reconstruction by the Government).

(I) Provisions of the land grant

(10) (a) (i) Subject to Special Condition No.(5)(a)(ii) hereof, there are excepted and reserved unto the Government the underground stratum in the areas shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia between the levels of 8.20 metres below the Hong Kong Principal Datum and 38.70 metres below the Hong Kong Principal Datum for the purpose of construction, operation and maintenance of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link (hereinafter referred to as "the XRL") (the underground stratum excepted and reserved in this sub-clause (a)(i) is hereinafter referred to as "the XRL Reserved Area").

(ii) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the XRL Reserved Area save and except those existing structures, piles, foundations, footings or supports, with or without modification, and new structures, piles, foundations, footings or supports which are approved in writing by the Director for the support of the development on the lot (hereinafter collectively referred to as the "Supporting Structures"). The Government shall have the right to demolish, modify, remove and reconstruct any part or parts of the Supporting Structures within the XRL Reserved Area at its own costs before the Second Deferred Possession Area Delivery Date.

(b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense maintain the Supporting Structures (with or without modification or reconstruction by the Government) in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Supporting Structures and removal of any building or structure or support for any building or structure not approved by the Director from the XRL Reserved Area.

(d) The Grantee shall have no rights, title, ownership, possession or use of the XRL Reserved Area except the Supporting Structures (with or without modification or reconstruction by the Government).

(e) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (f) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.

(f) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel, the XRL Operator and the Nominated Persons (as defined respectively in Special Condition Nos.(66)(a)(i) and (66)(a)(ii) hereof) free of costs and charges the following rights:

(i) the right of support and protection for the XRL and the buildings or structures erected or to be erected within the XRL Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the XRL and the structures and installations supporting or appurtenant to the XRL;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(g) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the exercise of the rights conferred under sub-clauses (a) and (f) of this Special Condition and the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, and no claim for compensation shall be made against it by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"XRL Reserved Area"

means the underground stratum in the areas referred to in Special Condition No.(10)(a)(i) of the Government Grant shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia annexed to the Government Grant for the purpose of construction, operation and maintenance of the XRL."

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

5. 24-hour Walkway

Under Special Condition No.(34) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands design, provide and thereafter manage and maintain the 24-hour Walkway.

(I) Provisions of the land grant

(34) (d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot a pedestrian walkway (hereinafter referred to as "the 24-hour Walkway") which shall comprise such escalators, passenger lifts, staircases, ramps and other structures as may be approved or required from time to time by the Director so as to link up the Nam Cheong Station, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No. (35)(a)(i) hereof), the Covered Footbridge--(as defined in Special Condition No. (36)(a) hereof), the ground level of the lot and the footpaths at street level adjacent to the lot. The Pedestrian Subway

shall be linked up to the rest of the 24-hour Walkway through the footpaths at street level adjacent to the lot outside the operational hours of the Nam Cheong Station. The Grantee shall submit a plan indicating the routing of the 24-hour Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level of the lot and the street level shall be final and binding upon the Grantee.

(ii) The width of the 24-hour Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall not be less than 4.5 metres.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the 24-hour Walkway required to be provided under sub-clause (d)(i) of this Special Condition open for the use by the public 24 hours a day free of charge and without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts referred to in sub-clause (d)(i) of this Special Condition in operation 24 hours a day.

(f) The Director shall at his sole discretion decide the whole of the area of the 24-hour Walkway or part thereof referred to in sub-clause (d) of this Special Condition that may be excluded from the calculation of the total gross floor area specified in Special Condition No. (17)(d) hereof.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"24-hour Walkway"

means the 24-hour pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps and such other structures as may be approved or required by the Director constructed or to be constructed within the Land so as to link up the Station Complex, the Pedestrian Subway, the Proposed Footbridges, the Covered Footbridge, the ground level of the Land and the footpaths at street level adjacent to the Land in accordance with Special Condition No.(34)(d) of the Government Grant and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b)The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

6. Footbridge Links

Under Special Condition No.(35) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide the Footbridge Links.

(I) Provisions of the land grant

(35) (a) (i) Upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide:

(I) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the locations marked "PROP.FB2" and through the points FB2a and FB2b and the points FB2c and FB2d indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot; and

(II) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the location marked "PROP.FB3" and through the points FB3a and FB3b indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot;

at such levels and locations, with such materials and facilities, to such standards, in such manner and of such width, alignment, disposition and designs as shall be required or approved by the Director (the pedestrian ways and paths and the two sets of proposed footbridges referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition are hereinafter respectively referred to as "the Footbridge Links" and "the Proposed Footbridges"). Each of the Proposed Footbridges shall have a minimum internal clear width of 4.0 metres.

(ii) The Footbridge Links shall include

(I) two lifts (hereinafter referred to as "the Lifts", one for each set of the Proposed Footbridges) capable of carrying disabled persons and located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges; and

(II) two covered staircases (one for each set of the Proposed Footbridges) located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges.

(b) (i) The Grantee shall in providing the Footbridge Links at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and erect, provide and construct in such manner with such materials and to such standards, levels, alignment, width, disposition and designs as the Director shall require or approve within the lot such connections, supports, columns, openings and landings as the Director shall require or approve (hereinafter collectively referred to as "the Footbridge Connections and Supports") so that the Proposed Footbridges can be connected to the lot at the locations and through the points provided in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition.

(ii) Throughout the term hereby agreed to be granted there shall be excepted and reserved unto the Government all rights of support and connection of the Proposed Footbridges to the building or buildings or structure or structures erected or to be erected on the lot.

(c) (i) The Footbridge Links shall not be used for any purpose other than for receiving and linking to the Proposed Footbridges, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Proposed Footbridges.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Links and the Proposed Footbridges either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Links and the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Links and the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) (I) The Grantee shall throughout the term hereby agree to be granted keep the Footbridge Links open for use by the public 24 hours a day free of charge and without any interruption.

(II) Without prejudice to sub-clause (c)(iv)(I) of this Special Condition, the Grantee shall at his own expense keep the Lifts in operation 24 hours a day.

(III) The Grantee shall, after having completed the Footbridge Links and upon completion of each set of the Proposed Footbridges by the Government, at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever 24 hours a day to pass, repass on foot or by wheelchair along, to, from, through, over, up and down each set of the Proposed Footbridges and to enter into, upon and through the lot or any part thereof and any building or buildings erected or to be erected thereon as is necessary for the purpose of gaining access to and from the Proposed Footbridges or any one of them which is or are in existence.

(d) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction; and

(ii) the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

(e) The Government, its officers, agents, contractors, workmen and other duly authorized personnel 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 it or them of the rights conferred under sub-clauses (d) and (g) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (40)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridges or any replacement thereof referred to in sub-clause (g) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Proposed Footbridges or any one of them is required to be demolished and new footbridge or footbridges is or are to be constructed at the points specified in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, the Government, its officers, agents, contractors, workmen and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Proposed Footbridges or any one of them, and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the Footbridge Links and thereafter inspecting, keeping and maintaining the new footbridge or footbridges.

(h) The Grantee hereby acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Proposed Footbridges will be constructed (or be reconstructed as provided in sub-clause (g) of this Special Condition) and the Government shall be under no liability whatsoever to the Grantee or to any person for any claims, loss or damage howsoever arising therefrom or in connection therewith or as a consequence thereof if the Proposed Footbridges will not be constructed (or be reconstructed).

(i) The Footbridge Links and any portion or portions of the Proposed Footbridges erected or to be erected within the lot if so required by the Government (such portion or portions of the Proposed Footbridges are hereinafter referred to as "the Portions") shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purpose of this Special Condition, the decision of the Director as to what constitutes the Footbridge Links and the Proposed Footbridges shall be final and binding on the Grantee.

(j) The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Portions within the lot and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Portions.

(k) The Grantee shall have no rights, title, ownership, possession or use of the Portions.

(l) The Grantee shall, during the subsistence of the Portions, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term hereby agreed to be granted and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Portions.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special ConditionNo. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee 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 Grantee. For the purpose Of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Footbridge Links"

means the pedestrian ways and paths (including two lifts and two covered staircases) constructed or to be constructed in accordance with Special Condition Nos.(35)(a)(i) and (ii) of the Government Grant for the purposes of linking the Land and the Development to the Proposed Footbridges and to the footpaths at street level adjacent to the Land and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b)The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 7(IV) of Part I of Second Schedule of the deed of mutual covenant stipulates that:-

"7. Rights, Easements and Privileges applicable to the Government

IV. In respect of the Proposed Footbridges, full right or liberty to the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges to occupy part or parts of the Land and the Development and all necessary rights of ingress, egress and regress to and from the Land and the Development for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction and the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approval or required by the Director."

7. Covered Footbridge

Under Special Condition No.(36) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands construct and provide the Covered Footbridge.

(I) Provisions of the land grant

(36) (a) The Grantee shall on or before the date stipulated in Special Condition No. (13) hereof at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director one single storey covered footbridge and such other structural supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) together with such ramps, associated staircases, openings, landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require or approve, in the positions shown and marked "PROP.FB1" on Plan Ia (hereinafter collectively referred to as "the Covered Footbridge"). The Covered Footbridge shall have a clear internal width of not less than 4.0 metres and a minimum clear internal headroom of 2.8 metres.

(b) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

(v) Any portion of the Covered Footbridge erected or to be erected within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purposes of this Special Condition, the decision of the Director as to what constitutes the Covered Footbridge shall be final and binding on the Grantee.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Covered Footbridge"

means the one single storey covered footbridge and such other structural supports and connections constructed or to be constructed in accordance with Special Condition No.(36)(a) of the Government Grant and part of which forms part of the Commercial Accommodation;

…"

Clause 17 of Section E of the deed of mutual covenant stipulates that:-

"17. The Owners shall provide and permit, in accordance with the relevant Special Conditions of the Government Grant, the Director and his duly authorized officers, agents, contractors and his or their workmen to have unrestricted ingress, egress and regress at all times to, from and through the Land and the Development with or without tools, equipment, machinery or motor vehicles for the purposes of, inter alia, inspection and carrying out any works in respect of the Reserved Areas, the Proposed Footbridges, the Covered Footbridge and any other areas as specified in the relevant Special Conditions in the Government Grant throughout the Term thereof."

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approval or required by the Director."

Clause 6 of Third Schedule of the deed of mutual covenant stipulates that:-

"6. No Owner shall permit or suffer any hawker to carry on business within the Land and the Development and the Covered Footbridge. For the purpose of this Clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(53) of the Government Grant."

8. Private Open Space For Public Use

Under Special Condition No.(42) of the land grant, the grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director of Lands erect, construct, provide and landscape the Private Open Space For Public Use.

(I) Provisions of the land grant

(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No. (13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

(i) keep the Private Open Space For Public Use open for the use and enjoyment by all members of the public 24 hours a day free of charge without any interruption; and

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee 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 Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No. (42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Private Open Space for Public Use"

means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;

…"

Clause 15 of Section E of the deed of mutual covenant stipulates that:-

"15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant."

Clause 1(b)(xvii) of Section I of the deed of mutual covenant stipulates that:-

"(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-

…

(xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities."

Clause 1(n) of Section J of the deed of mutual covenant stipulates that:-

"1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

(n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);"

Clause 5 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption."

9. Lay-By and Pedestrian Walkway To Lay-By

Under Special Condition No. (49)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain the Lay-By.

Under Special Condition No. (49)(b) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain the Pedestrian Walkway To Lay-By.

(I) Provisions of the land grant

(49) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a lay-by measuring 2.5 metres in width and 40 metres in length with a minimum headroom of 4.7 metres for the picking up and setting down of passengers from motor vehicles (including taxis) (hereinafter referred to as "the Lay-By").

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a pedestrian walkway with a width of not less than 3 metres (hereinafter referred to as "the Pedestrian Walkway To Lay-By") so as to link up the Lay-By and the entrance of the Nam Cheong Station.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Lay-By and the Pedestrian Walkway To Lay-By open for the use by the public 24 hours a day free of charge and without any interruption.

(d) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Lay-By and the Pedestrian Walkway To Lay-By.

(e) The Director shall at his sole discretion decide the whole or part of the area of the Lay-By and the Pedestrian Walkway To Lay-By that may be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in the sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Lay-By and the Pedestrian Walkway To Lay-By to the public for the picking up and setting down of passengers from motor vehicles and for the right of passage respectively.

(g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(50) The spaces, the Lay-By and the Pedestrian Walkway To Lay-By provided within the lot in accordance with Special Condition Nos. (44)(a)(iii), (45) and (49) hereof shall be designated as and form part of the Common Areas.

(51) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the lot in accordance with Special Condition Nos. (44), (45), (46) and (49) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except any underletting of the MTR Portion under Special Condition No. (26)(b) hereof, granting of the right to MTRCL to have access to, use and occupy the KCR Portion under Special Condition No. (26)(e) hereof, MTRCL's further granting any of their right to have access to, use and occupy part or parts of the KCR Portion under Special Condition No. (26)(c)(iii) hereof, any underletting under Special Condition No. (26)(d) hereof, the assignment referred to in Special Condition No. (27)(a) hereof, vesting of NCS Undivided Shares to F.S.I. as provided under Special Condition No. (29)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (38)(a)(iii) hereof, a building mortgage under Special Condition No. (38)(a)(iv) hereof, the assignment referred to in Special Condition No. (38)(b) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces and lay-by indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (44), (45) and (49) hereof. The Grantee shall maintain the parking, loading and unloading spaces, lay-by and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Lay-By"

means the lay-by provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(a) for the picking up and setting down of passengers from motor vehicles (including taxis) and forms part of the Commercial Accommodation;

…

"Pedestrian Walkway To Lay-By"

means the pedestrian walkway provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(b) so as to link up the Lay-By and the entrance of the Station Complex and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

10. Maintenance of and Access to the Existing PTI

Under Special Condition No. (54) of the land grant, the grantee shall maintain the Existing PTI until such time when the grantee at his own expense has completed in all respects to the satisfaction of the Director of Lands all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

Under Special Condition No. (54) of the land grant, the grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic.

Note: The obligation under Special Condition No. (54) of the land grant has lapsed as the Existing PTI has been demolished. For this reason, it is not practicable to show the location of the facilities mentioned above by a plan.

(I) Provisions of the land grant

(54) (a) Upon possession of the lot given to and taken by the Grantee in accordance with Special Condition No. (5)(a) hereof, the Grantee acknowledges that there is an existing Temporary Public Transport Interchange including the taxi stand at the Nam Cheong Station (hereinafter referred to as "the Existing PTI") within the lot and undertakes to maintain the Existing PTI in accordance with sub-clause (b) of this Special Condition. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence and use of the Existing PTI and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the Existing PTI and anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the maintenance of the Existing PTI.

(b) The Existing PTI shall not be used for any purpose other than for a public transport interchange, and shall remain in operation, until such time when the Grantee at his own expense has completed in all respects to the satisfaction of the Director all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

(c) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof so long as the Existing PTI is being used pursuant to sub-clause (b) of this Special Condition.

(d) The Grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance (Cap. 374) and the Public Bus Services Ordinance (Cap. 230), any regulations made thereunder and any amending legislation in relation to the Existing PTI.

(II) Provisions of the deed of mutual covenant

Not applicable.

B. 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. The Supporting Structures within the XRL Reserved Area

Under Special Condition No.(10) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands maintain the Supporting Structures within the XRL Reserved Area (with or without modification or reconstruction by the Government).

(I) Provisions of the land grant

(10) (a) (i) Subject to Special Condition No.(5)(a)(ii) hereof, there are excepted and reserved unto the Government the underground stratum in the areas shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia between the levels of 8.20 metres below the Hong Kong Principal Datum and 38.70 metres below the Hong Kong Principal Datum for the purpose of construction, operation and maintenance of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link (hereinafter referred to as "the XRL") (the underground stratum excepted and reserved in this sub-clause (a)(i) is hereinafter referred to as "the XRL Reserved Area").

(ii) No building or structure or support for any building or structure shall be erected or constructed or remain within or on the XRL Reserved Area save and except those existing structures, piles, foundations, footings or supports, with or without modification, and new structures, piles, foundations, footings or supports which are approved in writing by the Director for the support of the development on the lot (hereinafter collectively referred to as the "Supporting Structures"). The Government shall have the right to demolish, modify, remove and reconstruct any part or parts of the Supporting Structures within the XRL Reserved Area at its own costs before the Second Deferred Possession Area Delivery Date.

(b) Throughout the term hereby agreed to be granted, the Grantee shall at his own expense maintain the Supporting Structures (with or without modification or reconstruction by the Government) in good and substantial repair and condition and in all respects to the satisfaction of the Director.

(c) The Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the Supporting Structures and removal of any building or structure or support for any building or structure not approved by the Director from the XRL Reserved Area.

(d) The Grantee shall have no rights, title, ownership, possession or use of the XRL Reserved Area except the Supporting Structures (with or without modification or reconstruction by the Government).

(e) Neither the Grantee nor any other person shall make any objection to or have any right or claim to compensation against the Government whatsoever under any enactment or otherwise in respect of the exception and reservation under sub-clauses (a) and (f) of this Special Condition or in respect of any liabilities, loss, damages, claims, costs, actions, demands and proceedings of whatsoever nature howsoever caused arising out of or as a consequence of the use of the XRL Reserved Area for the purpose of the XRL or otherwise.

(f) There are excepted and reserved unto the Government, its officers, agents, contractors and workmen or other duly authorized personnel, the XRL Operator and the Nominated Persons (as defined respectively in Special Condition Nos.(66)(a)(i) and (66)(a)(ii) hereof) free of costs and charges the following rights:

(i) the right of support and protection for the XRL and the buildings or structures erected or to be erected within the XRL Reserved Area and their supporting structures and connections;

(ii) the right to enter upon the lot with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing the XRL and the structures and installations supporting or appurtenant to the XRL;

(iii) the right to all necessary easements, rights of way through the lot and any buildings or structures erected or to be erected on the lot to and from the XRL Reserved Area and any part or parts thereof and the structures and installations supporting or appurtenant to the XRL Reserved Area; and

(iv) the right of passage of gas, electricity, water, drainage or other effluent, air, telephone lines and other services to and from the XRL Reserved Area and any part or parts thereof through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or running along, through, over, upon, under or in the lot or any buildings, structures and erections thereon or any part or parts thereof.

(g) The Government, its officers, agents, contractors and workmen or other duly authorized personnel shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any other persons whether arising out of or incidental to the exercise of the rights conferred under sub-clauses (a) and (f) of this Special Condition and the fulfilment of the Grantee's obligations under sub-clause (b) of this Special Condition, and no claim for compensation shall be made against it by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"XRL Reserved Area"

means the underground stratum in the areas referred to in Special Condition No.(10)(a)(i) of the Government Grant shown coloured pink cross-hatched green hatched black stippled black, pink hatched black stippled black, pink hatched black (including the area coloured pink hatched black within the area coloured pink and pink hatched black edged indigo) and pink hatched black hatched red on Plan Ia annexed to the Government Grant for the purpose of construction, operation and maintenance of the XRL."

Clauses 7(I)(a) and 7(I)(b) of Part I of Second Schedule of the deed of mutual covenant stipulate that:-

"7. Rights, Easements and Privileges applicable to the Government

I. In respect of the First Public Road Reserved Area, the Subway Reserved Area, the Second Public Road Reserved Area, the Highway Reserved Area and the XRL Reserved Area:

(a) The right of support and protection for the First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the buildings or structures erected or to be erected within or on the above reserved areas, and their supporting structures and connections.

(b) The right to enter upon the Land and the Development with or without tools, equipment, plant, machinery or motor vehicles for the purpose of connecting, constructing, inspecting, maintaining, repairing and renewing First Public Road, Pedestrian Subway, Second Public Road, West Kowloon Highway and XRL and the structures and installations in the above reserved areas."

2. Access to Station Entrance

Under Special Condition No.(31)(c) of the land grant, the members of the public shall be permitted during the operational hours of the Nam Cheong Station to access to and from the existing station entrance in AREA C (as marked on Plan Ia annexed to the land grant) during the construction of the Hong Kong Section of the Guangzhou-Shenzhen-Hong Kong Express Rail Link until the possession of the Second Deferred Possession Area (as defined in Special Condition No.(5)(a)(ii)(II) of the land grant) is given to and taken by the grantee under the land grant.

Note: Possession of the Second Deferred Possession Area had been given to and taken by the grantee under the land grant, the obligation under Special Condition No. (31)(c) of the land grant has lapsed.

(I) Provisions of the land grant

(31) (c) (i) There is reserved to the Government, its officers, agents, contractors, workmen or other duly authorized personnel, with or without tools, equipment, plants, machinery or motor vehicles the right of occupation and unrestricted ingress, egress and regress at all times to, from and through the area of the lot shown coloured pink and pink hatched black edged indigo and marked 'AREA C' on Plan Ia (hereinafter referred to as "AREA C") above the XRL Reserved Area or any part or parts of the lot and the Nam Cheong Station for the purposes of demolition, modification and reconstruction at, its or their own costs of the building or buildings or structure, or structures, piles, foundations, footings and supports (including any of the installations and facilities therein) erected or to be erected therein as may be required by the Government for the purpose of or in connection with the construction of the XRL at the sole discretion of the Director.

(ii) In exercising the rights conferred under sub-clause (c)(i), of this Special Condition, the Government shall:

(I) permit during the operational hours of the Nam Cheong Station members of the public access to and from the existing station entrance in AREA C (hereinafter referred to as the "Station Entrance") or any part or parts thereof; and

(II) not, without the consent of the Railway Corporations (as defined in Special Condition No. (65)(a) hereof) (which consent shall not be unreasonably withheld), do anything which might adversely affect the operation and safety of the railway therein.

(iii) Without prejudice to Special Condition Nos. (65) and (66) hereof, the rights conferred under sub-clause (c)(i) of this Special Condition shall cease and determine when the possession of the Second Deferred Possession Area is given to and taken by the Grantee under Special Condition No.(5)(a)(ii)(II) hereof.

(iv) The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 it or them of the rights conferred under sub-clause (c)(i) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(II) Provisions of the deed of mutual covenant

Not applicable.

3. Access to Nam Cheong Station

Under Special Condition No.(32) of the land grant, the grantee shall permit during the operational hours of the Nam Cheong Station members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the grantee for the purpose of access to and from the Nam Cheong Station.

(I) Provisions of the land grant

(32) The Grantee shall throughout the term hereby agreed to be granted permit during the operational hours of the Nam Cheong Station members of the public with all types of vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through such part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Nam Cheong Station.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Station Complex"

means the railway station within the Development known at the date hereof as "Nam Cheong Station" which comprise of the KCR Portion and the MTR Portion under Special Condition No.(24)(a) of the Government Grant and, for the avoidance of doubt , the lowest slab at the ceiling (including the water-proofing slab and system and associated protection immediately above) of the KCR Portion and the MTR Portion situated under the Estate or any part thereof shall form the upper boundary and parts of the Station Complex, and all foundations, columns, beams and other structural parts of the KCR Portion and the MTR Portion located below the said upper boundary of the Station Complex whether or not such foundations, columns, beams and structural parts support the Estate or any part thereof shall form parts of the Station Complex. For further avoidance of doubts, the following shall fall outside the boundary of the Station Complex and shall not form part of the Station Complex: all the slabs above the said upper boundary of the Station Complex including all the slabs above the said water-proofing slab and system and associated protection immediately above, and all utilities, services, trenches, pits and facilities which serve the Estate or any part thereof, as well as all the finishes of the Estate;

…"

4. 24-hour Walkway

Under Special Condition No.(34) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands design, provide and thereafter manage and maintain the 24-hour Walkway.

(I) Provisions of the land grant

(34) (d) (i) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, provide and thereafter manage and maintain within the lot a pedestrian walkway (hereinafter referred to as "the 24-hour Walkway") which shall comprise such escalators, passenger lifts, staircases, ramps and other structures as may be approved or required from time to time by the Director so as to link up the Nam Cheong Station, the Pedestrian Subway, the Proposed Footbridges (as defined in Special Condition No. (35)(a)(i) hereof), the Covered Footbridge--(as defined in Special Condition No. (36)(a) hereof), the ground level of the lot and the footpaths at street level adjacent to the lot. The Pedestrian Subway shall be linked up to the rest of the 24-hour Walkway through the footpaths at street level adjacent to the lot outside the operational hours of the Nam Cheong Station. The Grantee shall submit a plan indicating the routing of the 24-hour Walkway to the Director for approval. The decision of the Director as to what constitutes the ground level of the lot and the street level shall be final and binding upon the Grantee.

(ii) The width of the 24-hour Walkway (excluding the said escalators, passenger lifts, staircases, ramps and other structures) shall not be less than 4.5 metres.

(e) The Grantee shall throughout the term hereby agreed to be granted keep the 24-hour Walkway required to be provided under sub-clause (d)(i) of this Special Condition open for the use by the public 24 hours a day free of charge and without any interruption. The Grantee shall at his own expense keep the escalators and passenger lifts referred to in sub-clause (d)(i) of this Special Condition in operation 24 hours a day.

(f) The Director shall at his sole discretion decide the whole of the area of the 24-hour Walkway or part thereof referred to in sub-clause (d) of this Special Condition that may be excluded from the calculation of the total gross floor area specified in Special Condition No. (17)(d) hereof.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"24-hour Walkway"

means the 24-hour pedestrian walkway comprising such escalators, passenger lifts, staircases, ramps and such other structures as may be approved or required by the Director constructed or to be constructed within the Land so as to link up the Station Complex, the Pedestrian Subway, the Proposed Footbridges, the Covered Footbridge, the ground level of the Land and the footpaths at street level adjacent to the Land in accordance with Special Condition No.(34)(d) of the Government Grant and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

5. Footbridge Links

Under Special Condition No.(35) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide the Footbridge Links.

(I) Provisions of the land grant

(35) (a) (i) Upon development or redevelopment of the lot or any part thereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director construct and provide:

(I) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the locations marked "PROP.FB2" and through the points FB2a and FB2b and the points FB2c and FB2d indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot; and

(II) on or before the date stipulated in Special Condition No. (13) hereof pedestrian ways and paths for the purposes of linking the lot to the proposed footbridges which shall be located at the location marked "PROP.FB3" and through the points FB3a and FB3b indicated on Plan Ia or at such other locations and through such other points as may be determined by the Director and to the footpaths at street level adjacent to the lot;

at such levels and locations, with such materials and facilities, to such standards, in such manner and of such width, alignment, disposition and designs as shall be required or approved by the Director (the pedestrian ways and paths and the two sets of proposed footbridges referred to in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition are hereinafter respectively referred to as "the Footbridge Links" and "the Proposed Footbridges"). Each of the Proposed Footbridges shall have a minimum internal clear width of 4.0 metres.

(ii) The Footbridge Links shall include

(I) two lifts (hereinafter referred to as "the Lifts", one for each set of the Proposed Footbridges) capable of carrying disabled persons and located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges; and

(ii) two covered staircases (one for each set of the Proposed Footbridges) located within a distance not exceeding 10 metres from each of the two sets of the Proposed Footbridges.

(b) (i) The Grantee shall in providing the Footbridge Links at his own expense and in all respects to the satisfaction of the Director reserve sufficient space and erect, provide and construct in such manner with such materials and to such standards, levels, alignment, width, disposition and designs as the Director shall require or approve within the lot such connections, supports, columns, openings and landings as the Director shall require or approve (hereinafter collectively referred to as "the Footbridge Connections and Supports") so that the Proposed Footbridges can be connected to the lot at the locations and through the points provided in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition.

(ii) Throughout the term hereby agreed to be granted there shall be excepted and reserved unto the Government all rights of support and connection of the Proposed Footbridges to the building or buildings or structure or structures erected or to be erected on the lot.

(c) (i) The Footbridge Links shall not be used for any purpose other than for receiving and linking to the Proposed Footbridges, and for the passage of all members of the public on foot or by wheelchair for gaining access to and from the Proposed Footbridges.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Footbridge Links and the Proposed Footbridges either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Footbridge Links and the Proposed Footbridges anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Footbridge Links and the Proposed Footbridges or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) (I) The Grantee shall throughout the term hereby agree to be granted keep the Footbridge Links open for use by the public 24 hours a day free of charge and without any interruption.

(II) Without prejudice to sub-clause (c)(iv)(I) of this Special Condition, the Grantee shall at his own expense keep the Lifts in operation 24 hours a day.

(III) The Grantee shall, after having completed the Footbridge Links and upon completion of each set of the Proposed Footbridges by the Government, at all times permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever 24 hours a day to pass, repass on foot or by wheelchair along, to, from, through, over, up and down each set of the Proposed Footbridges and to enter into, upon and through the lot or any part thereof and any building or buildings erected or to be erected thereon as is necessary for the purpose of gaining access to and from the Proposed Footbridges or any one of them which is or are in existence.

(d) There is reserved unto the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges:

(i) all necessary rights of occupation of part or parts of the lot and all necessary rights of ingress, egress and regress to and from the lot for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction; and

(ii) the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links.

(e) The Government, its officers, agents, contractors, workmen and other duly authorized personnel 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 it or them of the rights conferred under sub-clauses (d) and (g) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(f) When called upon to do so by the Director, the Grantee or the manager appointed in accordance with the DMC referred to in Special Condition No. (40)(a)(i) hereof for the time being of the lot or the Owners' Corporation incorporated pursuant to the Building Management Ordinance (Cap. 344) in respect of the lot shall at his or its own expense and in all respects to the satisfaction of the Director carry out all necessary works for the temporary closure of any opening or area in the building or buildings erected or to be erected on the lot as required or approved by the Director so as to enable the Proposed Footbridges or any replacement thereof referred to in sub-clause (g) of this Special Condition to be connected thereto. The Grantee, the said manager or the said Owners' Corporation (as the case may be) shall at all times while such opening or area is temporarily closed maintain the same at his or its own expense to the satisfaction of the Director.

(g) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Proposed Footbridges or any one of them is required to be demolished and new footbridge or footbridges is or are to be constructed at the points specified in sub-clauses (a)(i)(I) and (a)(i)(II) of this Special Condition, the Government, its officers, agents, contractors, workmen and the owner or owners of any neighbouring lot, his or their agents, contractors, workmen, employees, licensees and other duly authorized personnel with or without tools, equipment, plant, machinery or motor vehicles shall have the right of free ingress, egress and regress to, from and through the lot or any part thereof or any building or buildings or structure or structures erected or to be erected thereon at all times and free of cost for the purpose of demolition of the Proposed Footbridges or any one of them, and constructing a new footbridge or footbridges, and connecting such new footbridge or footbridges to the Footbridge Links and thereafter inspecting, keeping and maintaining the new footbridge or footbridges.

(h) The Grantee hereby acknowledges and agrees that the Government in no way represents or warrants whether by virtue of these Conditions or by any action taken in the exercise by the Government of the rights conferred under this Special Condition that the Proposed Footbridges will be constructed (or be reconstructed as provided in sub-clause (g) of this Special Condition) and the Government shall be under no liability whatsoever to the Grantee or to any person for any claims, loss or damage howsoever arising therefrom or in connection therewith or as a consequence thereof if the Proposed Footbridges will not be constructed (or be reconstructed).

(i) The Footbridge Links and any portion or portions of the Proposed Footbridges erected or to be erected within the lot if so required by the Government (such portion or portions of the Proposed Footbridges are hereinafter referred to as "the Portions") shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purpose of this Special Condition, the decision of the Director as to what constitutes the Footbridge Links and the Proposed Footbridges shall be final and binding on the Grantee.

(j) The Government will accept no responsibility or liability for any damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence of the Portions within the lot and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liabilities, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence of the Portions.

(k) The Grantee shall have no rights, title, ownership, possession or use of the Portions.

(l) The Grantee shall, during the subsistence of the Portions, take or cause to be taken all proper and adequate care, skill and precautions at all times throughout the term hereby agreed to be granted and particularly during any construction, maintenance, renewal, repair, removal, demolition or reinstatement works, to avoid doing any damage or causing any disturbance or obstruction to the Portions.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Footbridge Links"

means the pedestrian ways and paths (including two lifts and two covered staircases) constructed or to be constructed in accordance with Special Condition Nos.(35)(a)(i) and (ii) of the Government Grant for the purposes of linking the Land and the Development to the Proposed Footbridges and to the footpaths at street level adjacent to the Land and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 7(IV) of Part I of Second Schedule of the deed of mutual covenant stipulates that:-

"7. Rights, Easements and Privileges applicable to the Government

IV. In respect of the Proposed Footbridges, full right or liberty to the Government, its officers, agents, contractors, workmen and other duly authorized personnel free of all costs and charges to occupy part or parts of the Land and the Development and all necessary rights of ingress, egress and regress to and from the Land and the Development for the purposes of designing, constructing, connecting, managing, keeping, repairing and maintaining the Proposed Footbridges and carrying out site investigation and survey as necessary for their design and construction and the right to connect the Proposed Footbridges to the Footbridge Connections and Supports and the Footbridge Links."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a)The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director."

6. Covered Footbridge

Under Special Condition No.(36) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director of Lands construct and provide the Covered Footbridge.

(I) Provisions of the land grant

(36) (a) The Grantee shall on or before the date stipulated in Special Condition No. (13) hereof at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct with such materials and to such standards, levels, alignment, disposition and designs as shall be required or approved by the Director one single storey covered footbridge and such other structural supports and connections (including any supports and connections which the Director in his absolute discretion considers necessary for any future extension to the covered footbridge) together with such ramps, associated staircases, openings, landings, escalators, lifts and such internal and external fittings and fixtures and such lighting fittings as the Director in his discretion may require or approve, in the positions shown and marked "PROP.FB1" on Plan Ia (hereinafter collectively referred to as "the Covered Footbridge"). The Covered Footbridge shall have a clear internal width of not less than 4.0 metres and a minimum clear internal headroom of 2.8 metres.

(b) (i) The Covered Footbridge shall not be used for any purpose other than for the passage of all members of the public on foot or by wheelchair.

(ii) The Grantee shall not use or permit or suffer to be used any part of the Covered Footbridge either externally or internally for advertising or for the display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director.

(iii) The Grantee shall not do or permit or suffer to be done in the Covered Footbridge anything that may be or become a nuisance or annoyance or that may cause inconvenience or damage to any person or vehicle passing under the Covered Footbridge or to any owner or occupier of any adjacent or neighbouring lot or lots or premises.

(iv) The Grantee shall at all times during the day or night throughout the period during which the Covered Footbridge is in existence permit all members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the Covered Footbridge.

(v) Any portion of the Covered Footbridge erected or to be erected within the lot shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof. For the purposes of this Special Condition, the decision of the Director as to what constitutes the Covered Footbridge shall be final and binding on the Grantee.

(37) (a) In the event of non-fulfilment of the Grantee's obligations under Special Condition Nos. (35)(a), (35)(b) and (36)(a) hereof and sub-clause (b) of this Special Condition within the said time limit specified by the Director the Government may carry out the necessary construction works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works aforesaid, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(b) In the event of any redevelopment of the lot or any part thereof or otherwise whereby the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge, or any part thereof are required to be demolished, the Grantee shall, within such time limit as shall be determined by the Director, at his own expense and to the satisfaction of the Director, replace the same by the construction and completion of such new footbridge links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), new footbridge connections and supports and new covered footbridge in such manner with such design and materials and at such width, levels, standards, alignment and positions as the Director shall approve or require.

(c) The Grantee shall throughout the term hereby agreed to be granted at his own expense repair, maintain and manage the Footbridge Links (including the two lifts and the two covered staircases referred to in Special Condition No. (35)(a)(ii) hereof), the Footbridge Connections and Supports and the Covered Footbridge and any replacement or replacements thereof which may be constructed by the Grantee in accordance with sub-clause (b) of this Special Condition in a clean, tidy and good and substantial repair and condition and in all respects to the satisfaction of the Director. In the event of non-fulfilment of the Grantee's obligations under this sub-clause the Government may carry out the necessary repair and maintenance works at the cost of the Grantee 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 Grantee. For the purpose of carrying out the works referred to in this sub-clause (c), the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon.

(d) The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 it or them of the rights conferred under sub-clauses (a) and (c) of this Special Condition, and no claim shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

(e) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof neither the Grantee intends to dedicate nor the Government consents to any dedication of the 24-hour Walkway, the Footbridge Links and the Covered Footbridge or any of them to the public for the right of passage.

(f) It is expressly agreed and declared that the obligations on the part of the Grantee contained in Special Condition Nos. (34)(e), (35)(c)(iv)(I) and (36)(b)(iv) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(g) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the construction, alteration, repair and maintenance of the 24-hour Walkway, the Footbridge Links, the Footbridge Connections and Supports and the Covered Footbridge.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Covered Footbridge"

means the one single storey covered footbridge and such other structural supports and connections constructed or to be constructed in accordance with Special Condition No.(36)(a) of the Government Grant and part of which forms part of the Commercial Accommodation;

…"

Clause 17 of Section E of the deed of mutual covenant stipulates that:-

"17. The Owners shall provide and permit, in accordance with the relevant Special Conditions of the Government Grant, the Director and his duly authorized officers, agents, contractors and his or their workmen to have unrestricted ingress, egress and regress at all times to, from and through the Land and the Development with or without tools, equipment, machinery or motor vehicles for the purposes of, inter alia, inspection and carrying out any works in respect of the Reserved Areas, the Proposed Footbridges, the Covered Footbridge and any other areas as specified in the relevant Special Conditions in the Government Grant throughout the Term thereof."

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

Clause 3(a) of Third Schedule of the deed of mutual covenant stipulates that:-

"(a) The Owner(s) of the Commercial Accommodation shall not use or permit or suffer to be used any part of the Footbridge Links, the Proposed Footbridges and the Covered Footbridge, which form parts of the Commercial Accommodation, either externally or internally for advertising or for display of any signs, notices or posters whatsoever unless otherwise approved or required by the Director."

Clause 6 of Third Schedule of the deed of mutual covenant stipulates that:-

"6. No Owner shall permit or suffer any hawker to carry on business within the Land and the Development and the Covered Footbridge. For the purpose of this Clause, "hawker" shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong Special Administrative Region), any regulations made thereunder and any amending legislation subject to such modification contained in Special Condition No.(53) of the Government Grant."

7. Private Open Space For Public Use

Under Special Condition No.(42) of the land grant, the grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director of Lands erect, construct, provide and landscape the Private Open Space For Public Use.

(I) Provisions of the land grant

(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No. (13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

(i) keep the Private Open Space For Public Use open for the use and enjoyment by all members of the public 24 hours a day free of charge without any interruption; and

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee 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 Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No. (42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Private Open Space for Public Use"

means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;

…"

Clause 15 of Section E of the deed of mutual covenant stipulates that:-

"15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant."

Clause 1(b)(xvii) of Section I of the deed of mutual covenant stipulates that:-

"(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-

…

(xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities."

Clause 1(n) of Section J of the deed of mutual covenant stipulates that:-

"1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

(n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);"

Clause 5 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption."

8. Lay-By and Pedestrian Walkway To Lay-By

Under Special Condition No. (49)(a) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain the Lay-By.

Under Special Condition No. (49)(b) of the land grant, the grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain the Pedestrian Walkway To Lay-By.

(I) Provisions of the land grant

(49) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a lay-by measuring 2.5 metres in width and 40 metres in length with a minimum headroom of 4.7 metres for the picking up and setting down of passengers from motor vehicles (including taxis) (hereinafter referred to as "the Lay-By").

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director design, lay, form, provide, construct and surface and thereafter manage and maintain at the ground level of the lot (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee) a pedestrian walkway with a width of not less than 3 metres (hereinafter referred to as "the Pedestrian Walkway To Lay-By") so as to link up the Lay-By and the entrance of the Nam Cheong Station.

(c) The Grantee shall throughout the term hereby agreed to be granted keep the Lay-By and the Pedestrian Walkway To Lay-By open for the use by the public 24 hours a day free of charge and without any interruption.

(d) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Lay-By and the Pedestrian Walkway To Lay-By.

(e) The Director shall at his sole discretion decide the whole or part of the area of the Lay-By and the Pedestrian Walkway To Lay-By that may be excluded from the calculation of the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(f) It is hereby expressly agreed, declared and provided that by imposing the obligation on the part of the Grantee contained in the sub-clause (c) of this Special Condition neither the Grantee intends to dedicate nor the Government consents to any dedication of the Lay-By and the Pedestrian Walkway To Lay-By to the public for the picking up and setting down of passengers from motor vehicles and for the right of passage respectively.

(g) It is expressly agreed and declared that the obligation on the part of the Grantee contained in sub-clause (c) of this Special Condition will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor

(50) The spaces, the Lay-By and the Pedestrian Walkway To Lay-By provided within the lot in accordance with Special Condition Nos. (44)(a)(iii), (45) and (49) hereof shall be designated as and form part of the Common Areas.

(51) A plan approved by the Director indicating the layout of all the parking, loading and unloading spaces and lay-by to be provided within the lot in accordance with Special Condition Nos. (44), (45), (46) and (49) hereof, or a copy of such plan certified by an Authorized Person (as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation) shall be deposited with the Director. No transaction (except any underletting of the MTR Portion under Special Condition No. (26)(b) hereof, granting of the right to MTRCL to have access to, use and occupy the KCR Portion under Special Condition No. (26)(e) hereof, MTRCL's further granting any of their right to have access to, use and occupy part or parts of the KCR Portion under Special Condition No. (26)(c)(iii) hereof, any underletting under Special Condition No. (26)(d) hereof, the assignment referred to in Special Condition No. (27)(a) hereof, vesting of NCS Undivided Shares to F.S.I. as provided under Special Condition No. (29)(b) hereof, a tenancy agreement or lease or an agreement for such tenancy or lease under Special Condition No. (38)(a)(iii) hereof, a building mortgage under Special Condition No. (38)(a)(iv) hereof, the assignment referred to in Special Condition No. (38)(b) hereof or such other transactions as the Director may approve) affecting the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall be entered into prior to such deposit. The said parking, loading and unloading spaces and lay-by indicated on the said approved plan shall not be used for any purpose other than for the purposes set out respectively in Special Condition Nos. (44), (45) and (49) hereof. The Grantee shall maintain the parking, loading and unloading spaces, lay-by and other areas, including but not restricted to the lifts, landings, and manoeuvring and circulation areas, in accordance with the said approved plan and shall not alter the layout except with the prior written consent of the Director. Except for the parking spaces indicated on the said approved plan, no part of the lot or any building or structure thereon shall be used for parking purposes.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Lay-By"

means the lay-by provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(a) for the picking up and setting down of passengers from motor vehicles (including taxis) and forms part of the Commercial Accommodation;

…

"Pedestrian Walkway To Lay-By"

means the pedestrian walkway provided or to be provided at the ground level of the Land in accordance with Special Condition No.(49)(b) so as to link up the Lay-By and the entrance of the Station Complex and forms part of the Commercial Accommodation;

…"

Clause 22(b) of Section E of the deed of mutual covenant stipulates that:-

"(b) The Owners of the Commercial Accommodation shall, at their own expense, be responsible for maintaining the parts of the completed Pedestrian Link forming parts of the Commercial Accommodation, 24-hour Walkway, Lay-By which form parts of the Commercial Accommodation and the completed Pedestrian Walkway To Lay-By, Footbridge Connections and Supports, Footbridge Links and Covered Footbridge in good and substantial repair condition and in all respects to the satisfaction of the Director in accordance with Special Condition Nos.(34)(c) and (d), (49)(a) and (b) and (37)(c) of the Government Grant respectively."

Clause 4 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"4. The right for all the members of the public at all times during 24 hours a day for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through, over, up and down the 24-hour Walkway, the Lay-By, the Pedestrian Walkway To Lay-By, the Footbridge Links (including the lifts thereof which shall be in operation 24 hours a day) and the Proposed Footbridges as referred to in Special Conditions Nos.(34)(a)-(e), (49)(c) and (35)(a)-(c) respectively."

9. Maintenance of and Access to the Existing PTI

Under Special Condition No. (54) of the land grant, the grantee shall maintain the Existing PTI until such time when the grantee at his own expense has completed in all respects to the satisfaction of the Director of Lands all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

Under Special Condition No. (54) of the land grant, the grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic.

Note: The obligation under Special Condition No. (54) of the land grant has lapsed as the Existing PTI has been demolished. For this reason, it is not practicable to show the location of the facilities mentioned above.

(I) Provisions of the land grant

(54) (a) Upon possession of the lot given to and taken by the Grantee in accordance with Special Condition No. (5)(a) hereof, the Grantee acknowledges that there is an existing Temporary Public Transport Interchange including the taxi stand at the Nam Cheong Station (hereinafter referred to as "the Existing PTI") within the lot and undertakes to maintain the Existing PTI in accordance with sub-clause (b) of this Special Condition. The Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee by reason of the presence and use of the Existing PTI and the Grantee hereby indemnifies and shall keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence, use and subsequent demolition of the Existing PTI and anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the maintenance of the Existing PTI.

(b) The Existing PTI shall not be used for any purpose other than for a public transport interchange, and shall remain in operation, until such time when the Grantee at his own expense has completed in all respects to the satisfaction of the Director all modification works of the existing bus lay-bys located on Sham Mong Road outside and opposite the Nam Cheong Station.

(c) The Government shall have the absolute discretion at any time to determine on the public use of the Existing PTI or any part thereof so long as the Existing PTI is being used pursuant to sub-clause (b) of this Special Condition.

(d) The Grantee shall allow unrestricted and free access to the Existing PTI for all Government and public vehicular and pedestrian traffic and the Government shall have absolute right in exercising its power under the Road Traffic Ordinance (Cap. 374) and the Public Bus Services Ordinance (Cap. 230), any regulations made thereunder and any amending legislation in relation to the Existing PTI.

(II) Provisions of the deed of mutual covenant

Not applicable.

C. 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

The size of 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 is not less than 1,000 square metres.

(I) Provisions of the land grant

(42) (a) (i) The Grantee shall at his own expense, in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, construct, provide and landscape open space or spaces within the lot with a total area of not less than 10,298 square metres (which open space or spaces are hereinafter referred to as "the Private Open Space").

(ii) Not less than 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(i) of this Special Condition shall be provided on ground level (the decision of the Director as to what constitutes the ground level shall be final and binding on the Grantee).

(iii) Not less than 1,000 square metres of the said 1,500 square metres of the Private Open Space as referred to in sub-clause (a)(ii) of this Special Condition shall be a landscaped open plaza for public use (which space is hereinafter referred to as "the Private Open Space For Public Use") with the planting of such shrubs and trees to such level, standard and design as may be approved by the Director.

(b) (i) The Private Open Space shall be completed and made fit for use on or before the date referred to in Special Condition No. (13) hereof.

(ii) Subject to sub-clauses (a)(iii) and (c) of this Special Condition, the Private Open Space shall not be used for any purpose other than for recreational purposes for the proper use and enjoyment of the lot by the residents of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

(c) Without prejudice to the generality of sub-clause (d) of this Special Condition, the Grantee shall upon completion of construction of the Private Open Space For Public Use and throughout the term hereby agreed to be granted

(i) keep the Private Open Space For Public Use open for the use and enjoyment by all members of the public 24 hours a day free of charge without any interruption; and

(ii) at his own expense and to the satisfaction of the Director display notice in prominent location informing the public that the Private Open Space For Public Use is open to the public and setting out the opening hours and such other relevant information as may be required from time to time by the Director.

(d) The Grantee shall throughout the term hereby agreed to be granted at his own expense upkeep, maintain, repair and manage the Private Open Space For Public Use together with everything thereon in all respects to the satisfaction of the Director.

(e) In the event of the non-fulfilment of the Grantee's obligations relating to the Private Open Space For Public Use under sub-clauses (a), (b) and (d) of this Special Condition within the time limit stipulated in sub-clause (b) of this Special Condition, the Government may carry out the necessary works relating to the Private Open Space For Public Use at the cost of the Grantee 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 Grantee.

(f) For the purpose of carrying out the works as referred to in sub-clause (e) of this Special Condition, the Government, its officers, agents, contractors, workmen or other duly authorized personnel shall have free and uninterrupted right at all reasonable times to enter into the lot or any part thereof and any building or buildings erected or to be erected thereon. The Government, its officers, agents, contractors, workmen or other duly authorized personnel 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 whether arising out of or incidental to the fulfilment of the Grantee's obligations under sub-clauses (a), (b), (c) and (d) of this Special Condition or the exercise of the rights by the Government under sub-clause (e) of this Special Condition or otherwise, and no claim for compensation shall be made against it or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

(g) The Private Open Space For Public Use shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (17)(d) hereof.

(h) It is hereby expressly agreed, declared and provided that the obligation on the part of the Grantee contained in Special Condition No. (42)(c) hereof arises only as a matter of contract between the Grantee and the Government and that neither the Grantee nor the Government intends to dedicate nor consents to any dedication of the Private Open Space For Public Use to the public for use.

(i) It is expressly agreed and declared that the contractual obligation on the part of the Grantee contained in, Special Condition No. (42)(c) hereof will give rise to no expectation of, or claim for or in respect of, any concession or right in respect of additional site coverage or plot ratio whether under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto, substitution therefor, or otherwise and for the avoidance of doubt the Grantee expressly waives any and all claims in respect of or for any concession in respect of, or right to, additional site coverage or plot ratio under Regulation 22(1) of the Building (Planning) Regulations, any amendment thereto or substitution therefor.

(j) The Grantee hereby indemnifies and shall keep indemnified the Government, its officers, agents, contractors, workmen or other duly authorized personnel from and against all liability and all actions, proceedings, costs, claims, expenses, loss, damages, charges and demands of whatsoever nature arising out of or in connection with anything done or omitted to be done by the Grantee, his servants, workmen and contractors in connection with the formation, construction, repair and maintenance of the Private Open Space For Public Use.

(II) Provisions of the deed of mutual covenant

Section B of the deed of mutual covenant stipulates that:-

"In this Deed the following words and expressions shall have the meanings ascribed to them except where the context otherwise requires:-

…

"Private Open Space for Public Use"

means portion (not less than 1,000 square metres) of the Private Open Space on ground level landscaped as an open plaza for public use in accordance with Special Condition No.(42)(a)(iii) and forms part of the Commercial Accommodation;

…"

Clause 15 of Section E of the deed of mutual covenant stipulates that:-

"15. The Owners of the Commercial Accommodation shall at their own expense upkeep maintain repair and manage the Private Open Space for Public Use together with any structures facilities and installations thereon or therein to the satisfaction of the Director in accordance with Special Condition No.(42)(d) of the Government Grant."

Clause 1(b)(xvii) of Section I of the deed of mutual covenant stipulates that:-

"(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-

…

(xvii) To manage, control and supervise the use and operation of the Private Recreational Areas and Facilities and the Private Open Space (excluding Private Open Space for Public Use) to insure against liability to persons using the same and to make, vary and enforce regulations regarding the persons using the same, the hours of use, fees for use and all other matters relating thereto provided that all fees and income which form part of the management fund shall be applied by the Manager towards the management repair, maintenance and improvement of the respective facilities."

Clause 1(n) of Section J of the deed of mutual covenant stipulates that:-

"1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Estate and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and shall be paid by the Owners of the Estate in the manner herein provided :-

(n) the costs of maintaining, operating, staffing, insuring and all other costs in connection with the Private Recreational Areas and Facilities and the Private Open Space (excluding the Private Open Space for Public Use);"

Clause 5 of Part II of Second Schedule of the deed of mutual covenant stipulates that:-

"5. The right for all members of the public to use the Private Open Space for Public Use at all times during 24 hour a day free of charge without any interruption."

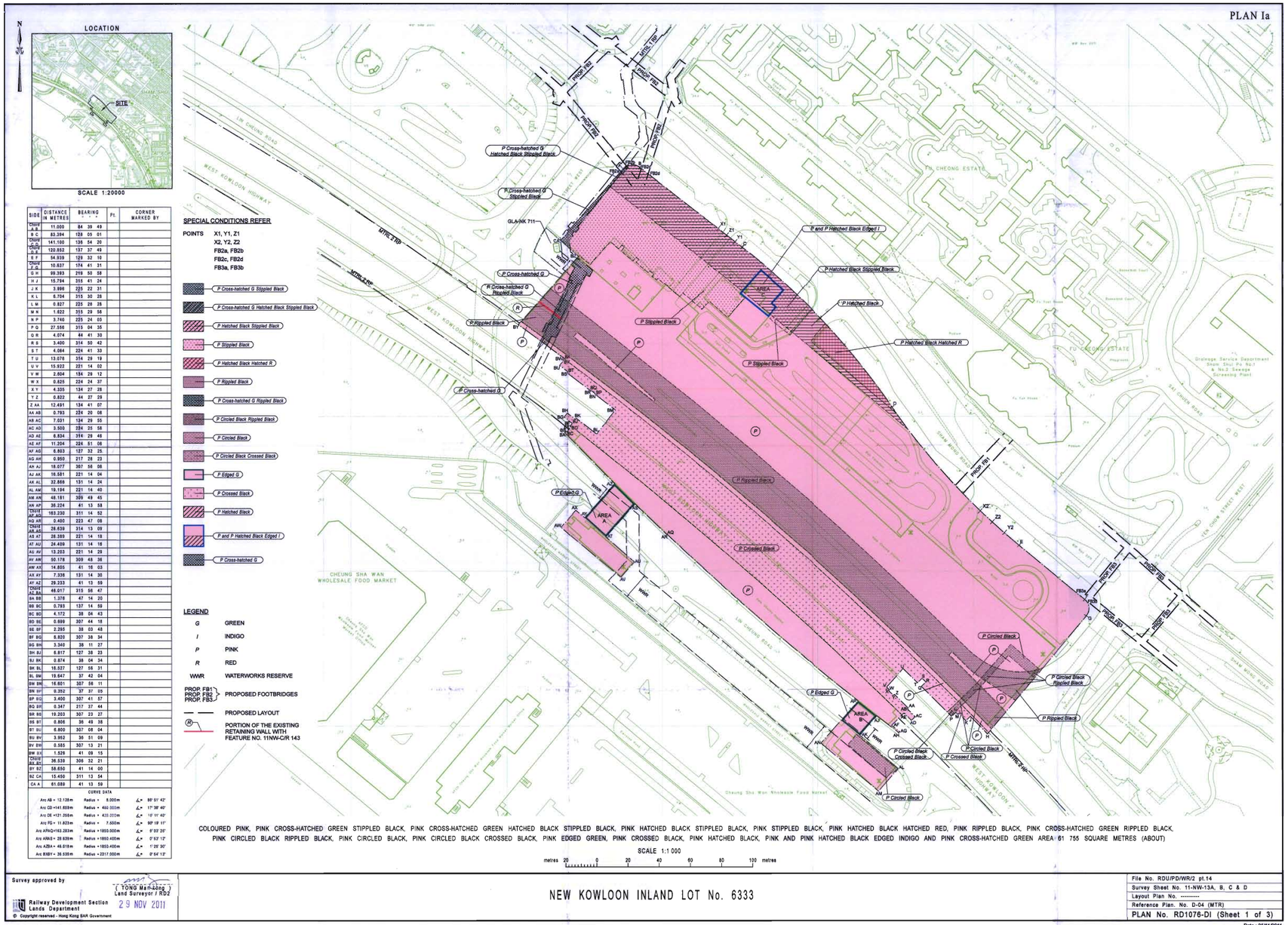
D. Any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap.123 sub. leg. F)

Not applicable.

In relation to any of those facilities and opens spaces, and those parts of the land, mentioned in paragraphs A, B and C above that are for public use, the general public has the right to use the facilities or open spaces, or the parts of the land, in accordance with the land grant.

Legend

- Pink Cross-hatched Green Stippled Black
- Pink Cross-hatched Green Hatched Black Stippled Black
- Pink Hatched Black Stippled Black
- Pink Stippled Black
- Pink Hatched Black Hatched Red
- Pink Rippled Black
- Pink Cross-hatched Green Stippled Black
- Pink Circled Black Rippled Black
- Pink Circled Black
- Pink Circled Black Crossed Black
- Pink Edged Green
- Pink Crossed Black
- Pink Hatched Black
- Pink and Pink Hatched Black Edged Indigo
- Pink Cross-hatched Green



PLAN Ib

N

LOCATION



SCALE 1:20000

SPECIAL CONDITIONS REFER

P Circled Black

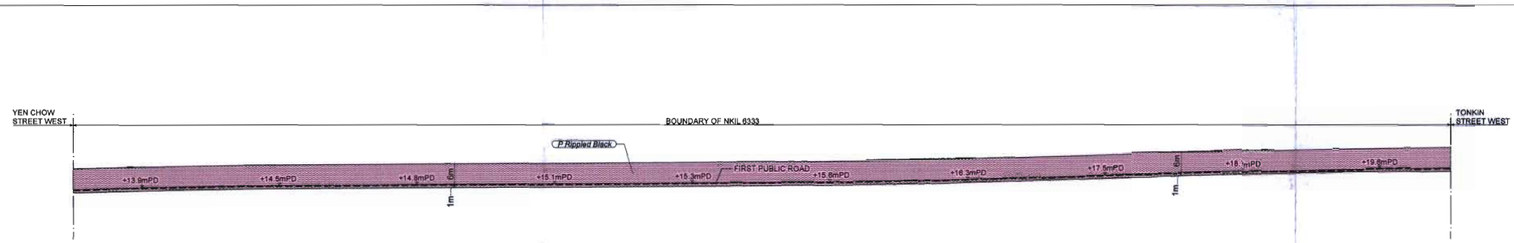
P Rippled Black

P Circled Black Rippled Black

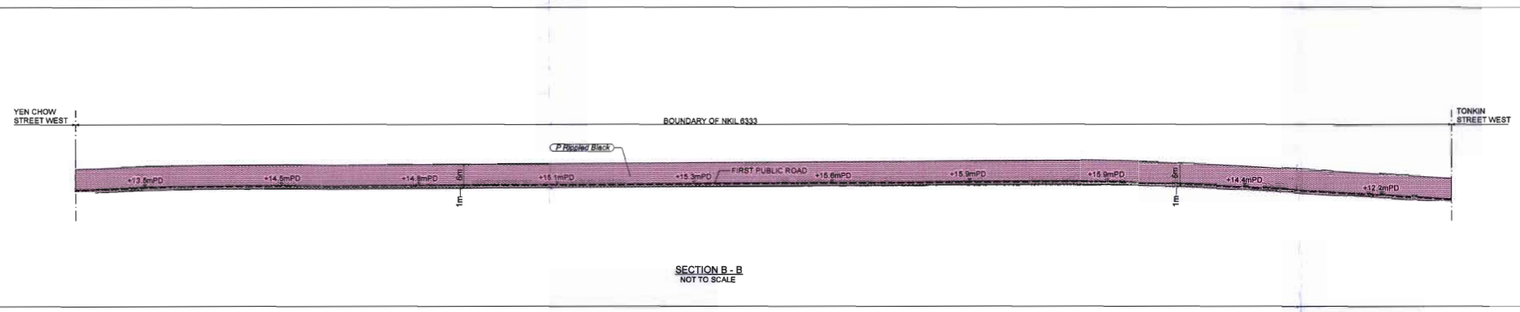
LEGEND

P PINK

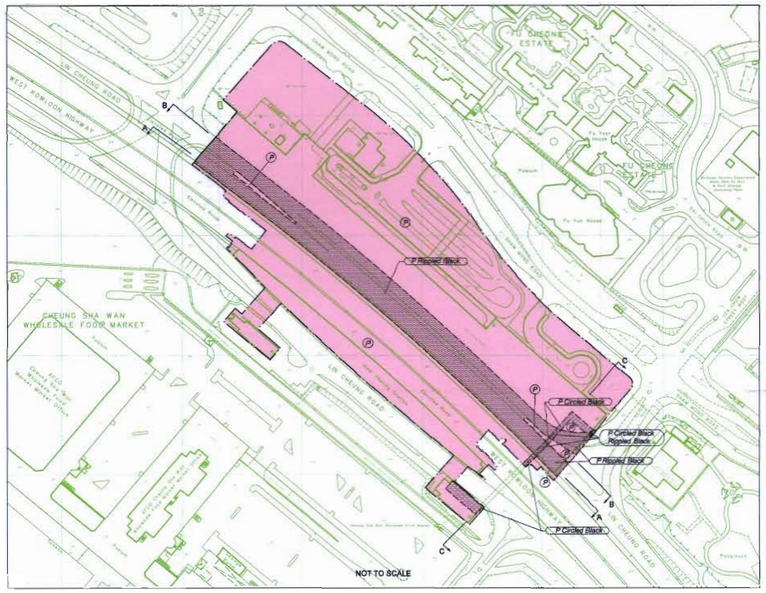
mPD HONG KONG PRINCIPAL DATUM (METRE)



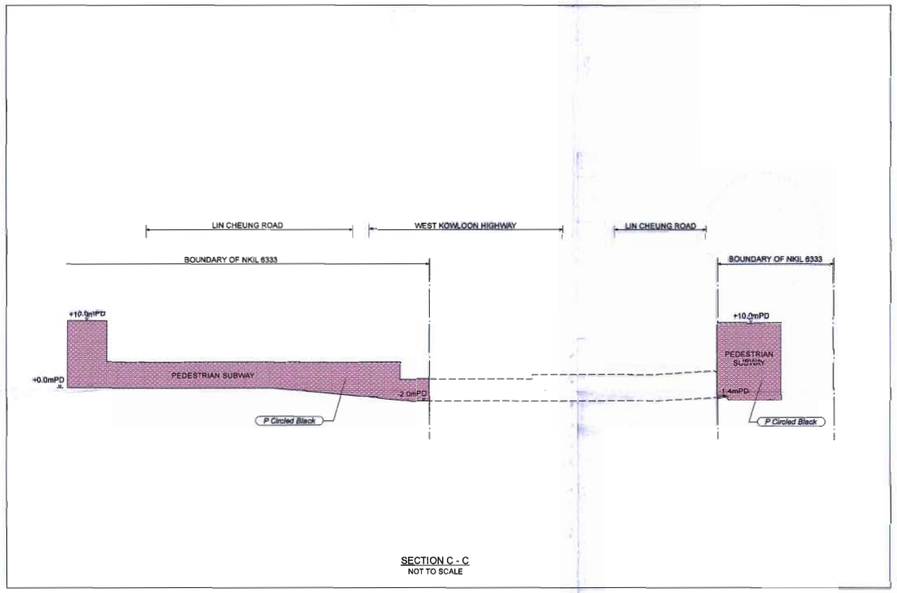
SECTION A - A
NOT TO SCALE



SECTION B - B
NOT TO SCALE



NOT TO SCALE



SECTION C - C
NOT TO SCALE

* PRD9001/T/NAC/MTR/A00/17/A1 (MTR)
PRD9001/T/NAC/MTR/A00/18/A1 (MTR)
PRD9001/T/NAC/MTR/A00/19/A1 (MTR)
PRD9001/T/NAC/MTR/A00/20/A1 (MTR)
DD400/03/C19/052/Z/3 (KCR)
D-04 (MTR)

FOR IDENTIFICATION PURPOSES ONLY
Railway Development Section
Lands Department
Plan Prepared by Railway Development Survey Unit
© Copyright reserved - Hong Kong SAR Government

NEW KOWLOON INLAND LOT No. 6333

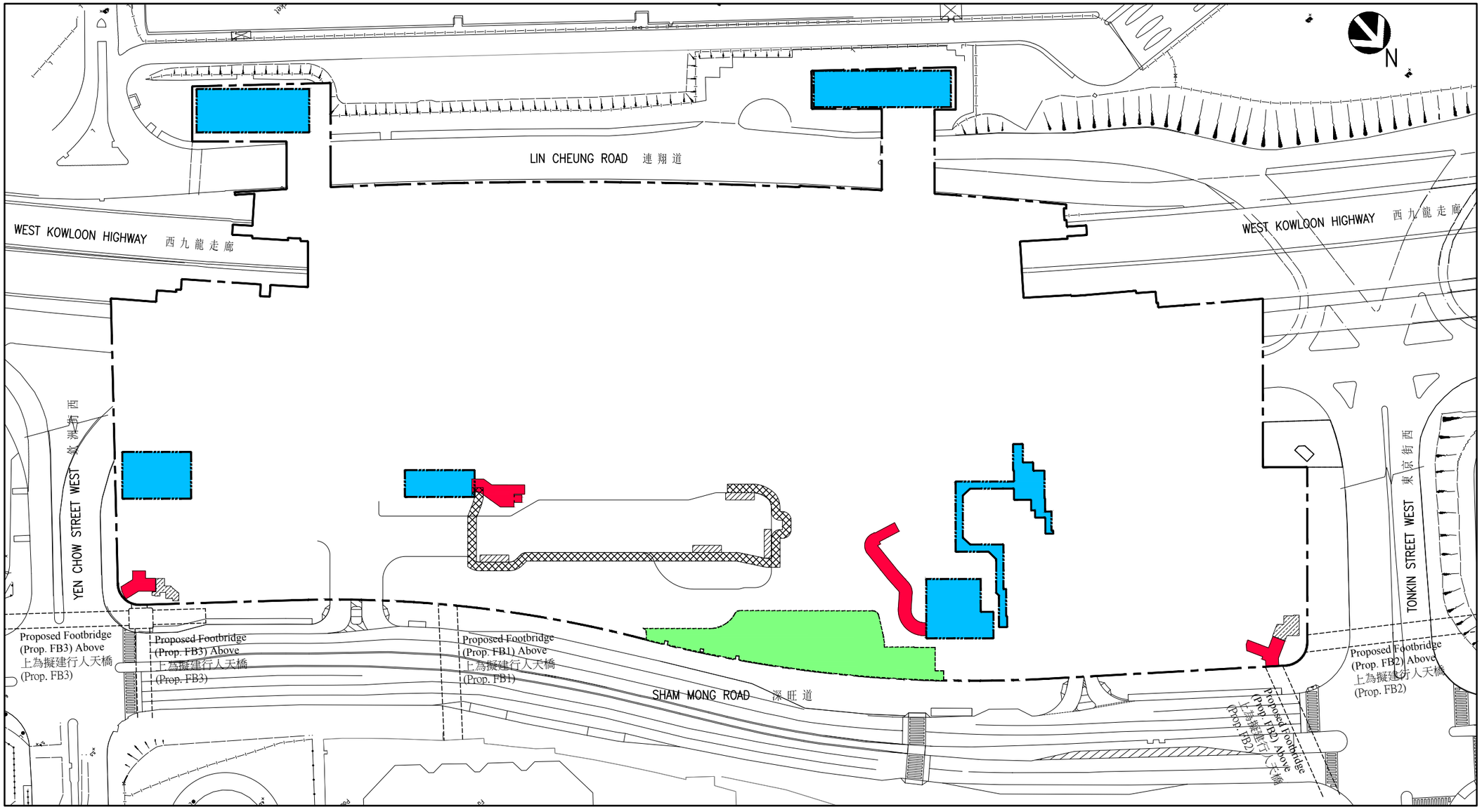
File No. RDU/PD/WR/2 pt.14
Survey Sheet No. 11-NW-13A, B, C & D
Layout Plan No. ---------
Reference Plan No. *
PLAN No. RD1076-DI (Sheet 2 of 3)

Legend

Pink Circled Black — Pink Rippled Black — Pink Circled Black Rippled Black

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

G/F Floor Plan
地下樓面平面圖



Boundary Line of the Development
發展項目邊界線

Private Open Space for Public Use
公眾用途私人休憩用地

Entrance and Exit for Accessing Nam Cheong Station
通行南昌站出入口

Footbridge Links
行人天橋連接走道

Pedestrian Walkway To Lay-By
通往停車處行人走道

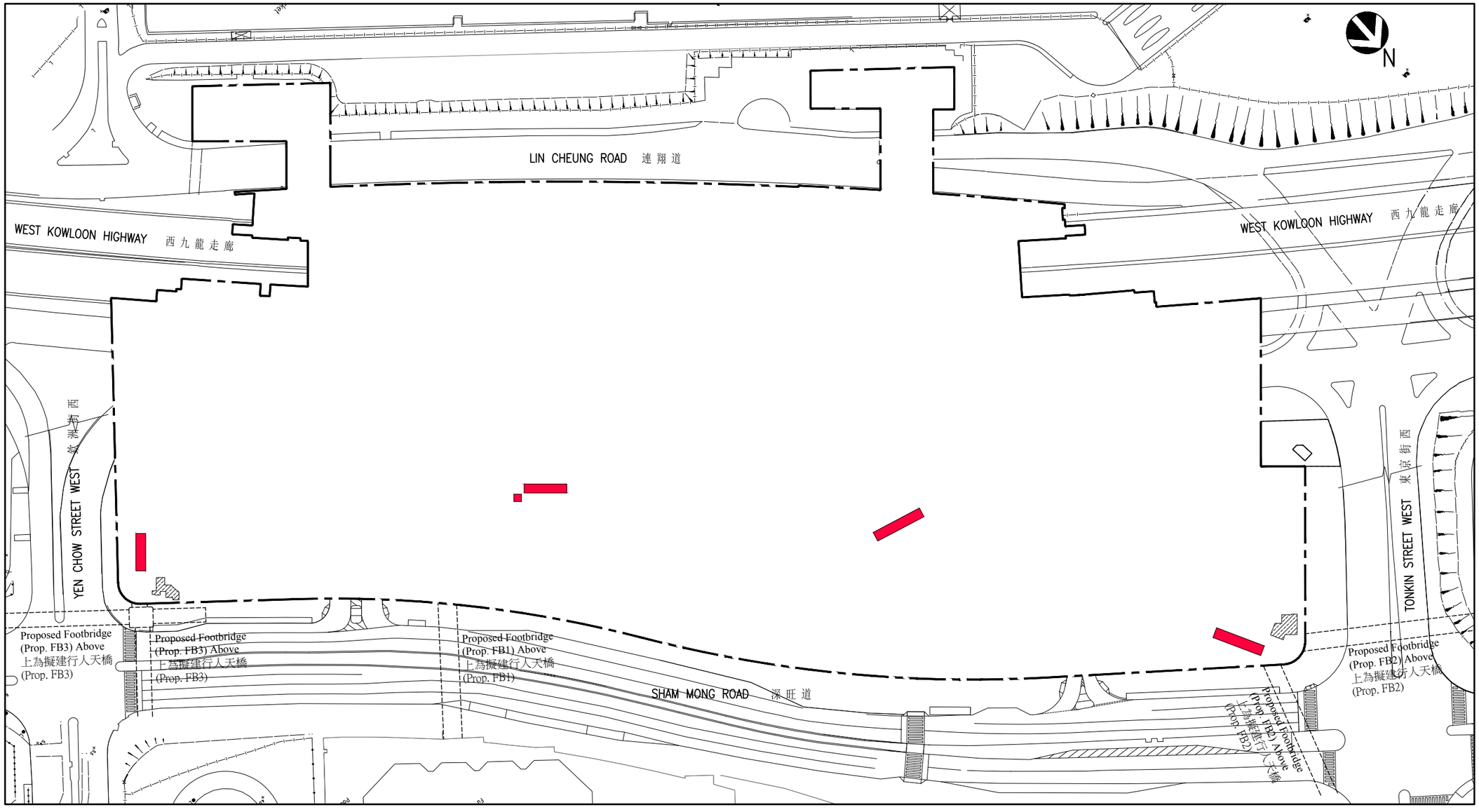
Lay-By
公共停車處

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

1/F Floor Plan
1樓樓面平面圖



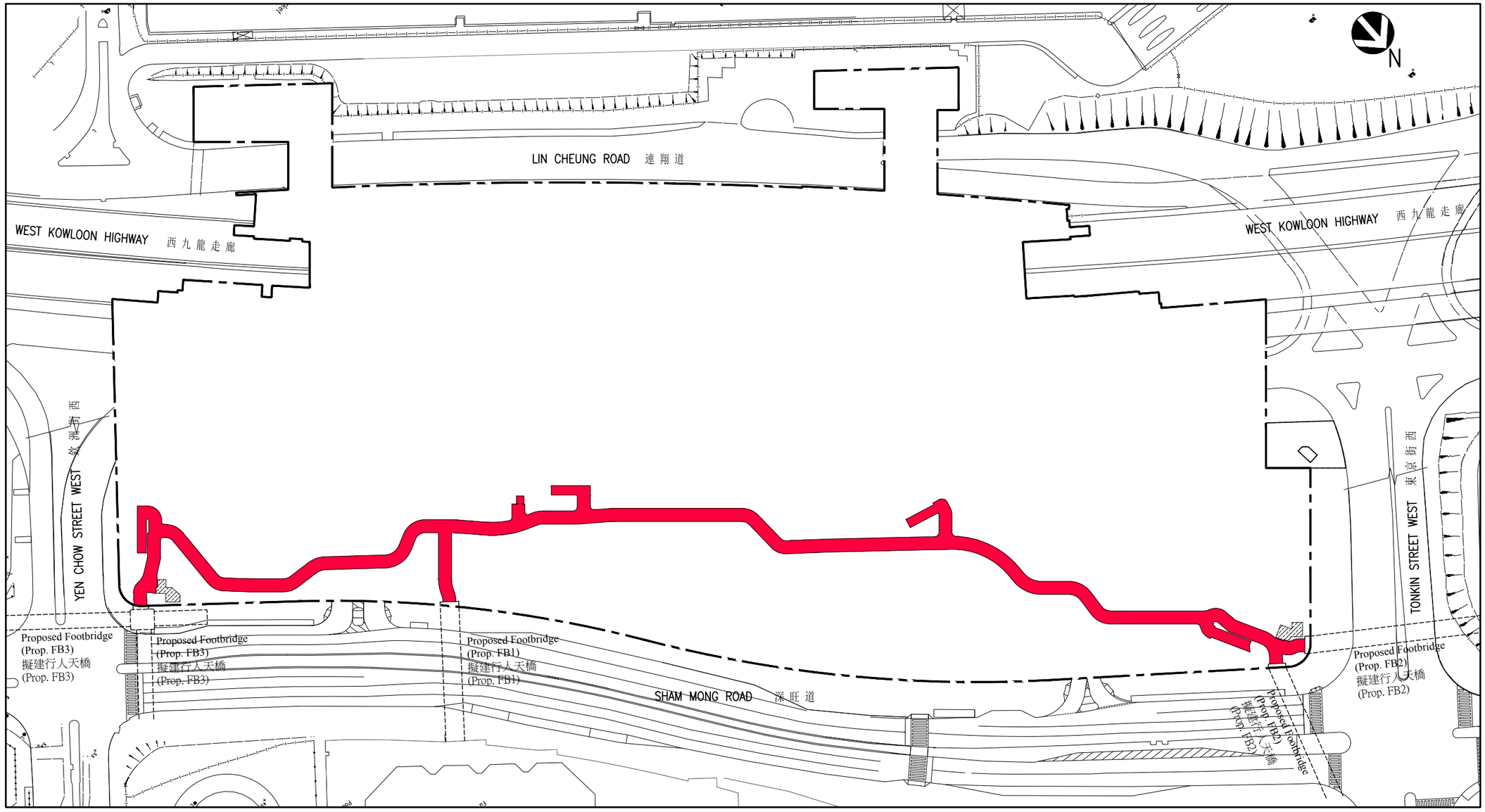
Boundary Line of the Development
發展項目邊界線

Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

2/F Floor Plan
2樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

A. 根據批地文件規定需要搭建並為政府，或供公眾使用的設施

1. 「第一公共道路」及「行人隧道」所有支承結構與連接段及各自的相關設施

根據批地文件特別條款第(7)(a)(i)條，承批人須為政府建造「第一公共道路」所有支承結構與連接段，並須因應「第一公共道路」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

根據批地文件特別條款第(7)(a)(ii)條，承批人須為政府建造「行人隧道」所有支承結構與連接段，並須因應「行人隧道」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(I) 批地文件條款

(7) (a) 「政府」現獲例外保留：

(i) 現有公共道路結構所佔的土地(以下簡稱「第一公共道路」)，包括路面對上六(6)米的空域和「第一公共道路」上層路面對下一(1)米厚度的土地，即現於「圖則Ib」以粉紅色加黑波紋線、於「圖則Ia」以粉紅色間綠交叉線加黑波紋線及粉紅色加黑圈黑波紋線顯示的範圍(本(a)(i)款例外保留的土地及空域範圍以下統稱「第一公共道路專用地方」)，並且連同：

(I) 所有必要的權利佔用「第一公共道路」所有支承結構與連接段，包括但不限於現有護土牆連護土物第11NW-C/R 143號，即「圖則Ia」以紅線標明的部分。上述支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、水平及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「第一公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(ii) 「圖則Ib」所示以現有一個或多個隧道結構佔用的地層(以下簡稱「行人隧道」)，即現於「圖則Ia」粉紅色加黑圈黑波紋線、粉紅色加黑圈及粉紅色加黑圈黑交叉線顯示的範圍(本(a)(ii)款例外保留的地層以下統稱「隧道專用地方」)，並且連同：

(I) 所有必要的權利佔用「行人隧道」所有支承結構與連接段，此等支承結構與連接段現已或將會按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段建造，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(II) 所有必要的權利佔用將會因應「行人隧道」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會為建於該處一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器；

(b) 「承批人」概無「第一公共道路專用地方」及「隧道專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第一公共道路專用地方」作為公共道路及「隧道專用地方」作行人隧道等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，除於本協議生效當日現存於「第一公共道路」上層路面對下的任何鐵路結構及相關設施外，如非事前獲「署長」書面同意(「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件)，「第一公共道路專用地方」及「隧道專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第一公共道路」、「行人隧道」和現已或將會建於「第一公共道路專用地方」及「隧道專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」及「行人隧道」和「第一公共道路」及「行人隧道」各支承及從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第一公共道路專用地方」及「隧道專用地方」和其任何部分及「第一公共道路專用地方」及「隧道專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第一公共道路專用地方」、「隧道專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第一公共道路」及「行人隧道」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「第一公共道路專用地方」

是指現有公共道路結構所佔的土地(以下簡稱「第一公共道路」)，包括路面對上六(6)米的空域和「第一公共道路」上層路面對下一(1)米厚度的土地，即「政府批地書」特別條款第(7)(a)(i)條所指並現於「政府批地書」附錄的「圖則Ib」以粉紅色加黑波紋線、於「圖則Ia」以粉紅色間綠交叉線加黑波紋線及粉紅色加黑圈黑波紋線顯示的範圍；

…

「行人隧道」

是指特別條款第(7)(a)(ii)條所指位於「隧道專用地方」內的現有一個或多個隧道結構並於「政府批地書」附錄的「圖則Ib」所示；

…』

公契附表二第I部分第7(I)(a)和7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

2. 「第二公共道路」所有支承結構與連接段及相關設施

根據批地文件特別條款第(8)(a)條，承批人須為政府建造「第二公共道路」所有支承結構與連接段，並須因應「第二公共道路」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(I) 批地文件條款

(8) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA A」並高於香港主水平基準1.95米或「署長」全權酌情指定其他水平的土地及空域範圍，以及現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA B」並高於香港主水平基準1.65米或「署長」全權酌情指定其他水平高於的地面及空域範圍，以作公共道路用途（以下簡稱「第二公共道路」）（本(a)款例外保留的土地及空域範圍以下統稱「第二公共道路專用地方」），並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「第二公共道路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「第二公共道路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「第二公共道路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就此或就着使用「第二公共道路專用地方」作公共行車及行人道路等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 遵從本特別條款(a)款之規定，如非事前獲「署長」書面同意（「署長」可全權酌情拒絕同意或於同意時附加其視為恰當的條款與條件），「第二公共道路專用地方」內或上任何建築物或構築物概不可架設或建造任何建築或構築件或支承件。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「第二公共道路」和現已或將會建於「第二公共道路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第二公共道路」及「第二公共道路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「第二公共道路專用地方」及其任何部分和「第二公共道路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「第二公共道路專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「第二公共道路」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何此等損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「第二公共道路專用地方」

是指「政府批地書」特別條款第(8)(a)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA A」，以及現於「圖則Ia」以粉紅色網綠邊顯示並註明為「AREA B」的地方的土地及空域範圍，以作公共道路用途（**「第二公共道路」**）；

…』

公契附表二第I部分第7(I)(a) 和 7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

3. 「西九龍公路」所有支承結構與連接段及相關設施

根據批地文件特別條款第(9)(a)條，承批人須為政府建造「西九龍公路」所有支承結構與連接段，並須因應「西九龍公路」建造、安裝及提供構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(I) 批地文件條款

(9) (a) 「政府」現獲例外保留現於「圖則Ia」以粉紅色間黑交叉線及粉紅色加黑圈黑交叉線顯示並高於香港主水平基準12.65米或「署長」全權酌情指定其他水平的土地及空域範圍，以作現有西九龍公路(以下簡稱「西九龍公路」)用途(本(a)款例外保留的土地及空域範圍以下統稱「公路專用地方」)，並且連同：

(i) 所有必要的權利佔用現已或將會按照「署長」所指定位置、方式、物料、標準、水平、定線及設計於該地段建造的「西九龍公路」所有支承結構與連接段，而「承批人」必須確保現已或將會建於該地段各支承結構與連接段的位置、樓層及範圍無誤，以令其本人信納；及

(ii) 所有必要的權利佔用將會因應「西九龍公路」而按照「署長」指定的位置、方式、物料、標準、水平、定線及設計於該地段及現已或將會建於該處任何一座或多座建築物而建造、安裝及提供的構築物、服務設施、照明裝置、交通標誌、街道傢俬、道路標記及機器。

(b) 「承批人」概無「公路專用地方」的權利、產權、擁有權、佔管權或使用權。

(c) 「承批人」或任何其他人士均不得就本特別條款(a)及(e)款的例外保留權利，或就着使用「公路專用地方」作「西九龍公路」行車等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(d) 除本特別條款(g)款所訂用途外，「承批人」不可使用「公路專用地方」對下的該地段任何部分作任何其他用途。

(e) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員現免費獲例外保留下列權利：

(i) 有權從「西九龍公路」和現已或將會建於「公路專用地方」內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「西九龍公路」及「西九龍公路」各支承或從屬結構與裝置；

(iii) 有權享有該地段或現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「公路專用地方」及其任何部分和「公路專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「公路專用地方」或其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(f) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(e)款所賦予權利或處理附帶於此等權利之事宜，或因「西九龍公路」進行維修、其存在或運作令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(g) 除非因地下鐵路東涌線及機場快線和附屬結構與裝置的運作或使用所需，否則不可在「公路專用地方」之下建造或搭建任何建築物、構築物及裝置。茲於此等「批地條款」，「地下鐵路」之釋義以《香港鐵路條例》、其任何附屬規例及相關修訂法例所訂為準。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公路專用地方」

是指「政府批地書」特別條款第(9)(a)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色間黑交叉線及粉紅色加黑圈黑交叉線顯示的地方的土地及空域範圍，以作現有西九龍公路(**「西九龍公路」**)用途；

…』

公契附表二第I部分第7(I)(a) 和 7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

4. 位於「高鐵香港段專用地方」內的「支承結構」

根據批地文件特別條款第(10)條，承批人應自費以地政總署署長全面滿意的形式維修位於「高鐵香港段專用地方」內的「支承結構」。

(I) 批地文件條款

(10)(a) (i) 遵從本文特別條款第(5)(a)(ii)條之規定，「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線（包括粉紅色及粉紅色間黑斜線網靛藍邊範圍內之粉紅色間黑斜線部分）和粉紅色間黑斜線紅斜線顯示而介乎香港主水平基準下8.20米與香港主水平基準下38.70米之間的地底內層範圍，以便建造、運作及維修廣深港高速鐵路香港段（以下簡稱「高鐵香港段」）（本(a)(i)款例外保留的地底內層以下簡稱「高鐵香港段專用地方」）。

(ii) 除經「署長」書面批准為支撐該地段上發展項目的現有構築物、樁柱、地基、基腳或支承件（不論經過改造與否）及新建構築物、樁柱、地基、基腳或支承件外，「高鐵香港段專用地方」內或上任何建築物或構築物不得搭建、建造或留存任何建築、構築件或支承件（以下統稱「支承結構」）。「政府」有權於「第二延遲移交區交付日期」之前自費拆卸、改造、拆除及重建「高鐵香港段專用地方」內「支承結構」的任何部分。

(b) 於本文協定批授的整個年期內，「承批人」應自費維修「支承結構」（不論「政府」有否進行改造或重建工程），以保持其修繕妥當與狀態良好，全面令「署長」滿意。

(c) 倘因「承批人」、其傭僕、工人及承辦商於建造、更改、修理和維修「支承結構」及拆除「高鐵香港段專用地方」內未經「署長」批准的任何建築物或構築物之建築、構築件或支承件時作出或遺漏作出任何事項，以致「政府」招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」作出賠償並確保其免責。

(d) 除「支承結構」（不論「政府」有否進行改造或重建工程）外，「承批人」概無「高鐵香港段專用地方」的權利、產權、擁有權、佔管權或使用權。

(e) 「承批人」或任何其他人士均不得就本特別條款(a)及(f)款的例外保留權利，或就此或就着使用「高鐵香港段專用地方」作「高鐵香港段」等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(f) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員、「高鐵香港段營運機構」及「指定人士」（釋義以本文特別條款第(66)(a)(i)及(66)(a)(ii)條分別所訂為準）現免費獲例外保留下列權利：

(i) 有權從「高鐵香港段」和現已或將會建於「高鐵香港段專用地方」內各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「高鐵香港段」和「高鐵香港段」各支承或從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「高鐵香港段專用地方」及其任何部分和「高鐵香港段專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「高鐵香港段專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(g) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(f)款所賦予權利或處理附帶於此等權利之事宜，並且因履行本特別條款(b)款所訂「承批人」的義務而令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「高鐵香港段專用地方」

是指「政府批地書」特別條款第(10)(a)(i)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線（包括粉紅色及粉紅色間黑斜線網靛藍邊範圍內之粉紅色間黑斜線部分）和粉紅色間黑斜線紅斜線顯的地方的地底內層範圍，以便建造、運作及維修「高鐵香港段」。』

公契附表二第I部分第7(I)(a) 和 7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

5. 「24小時走道」

根據批地文件特別條款第(34)條，承批人應自費以地政總署署長全面滿意的形式設計和提供及嗣後管理和維修「24小時走道」。

(I) 批地文件條款

(34)(d) (i) 「承批人」應自費以「署長」全面滿意的形式於該地段設計和提供及嗣後管理和維修一條行人走道（以下簡稱「24小時走道」），內設自動扶梯、載客電梯、樓梯、斜路及「署長」不時批准或指定的其他構築物，以連接南昌站、「行人隧道」、「擬建行人天橋」（釋義以本文特別條款第(35)(a)(i)條所訂為準）、「有蓋行人天橋」（釋義以本文特別條款第(36)(a)條所訂為準）、該地段地面及毗連該地段的街面行人道。在南昌站非開放時間，「行人隧道」應可透過毗連該地段的街面行人道連通「24小時走道」其餘部分。「承批人」須向「署長」提交圖則，顯示「24小時走道」的走線以供批核。「署長」就何謂該地段地面及街面所作的決定將作終論，並對「承批人」約束。

(ii) 「24小時走道」（不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物）的闊度不可小於4.5米。

(e) 「承批人」應在本文協定的整個批租年期內，維持本特別條款(d)(i)款指定提供的「24小時走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。「承批人」並須自費維持本特別條款(d)(i)款所載的自動扶梯及載客電梯每日24小時運作。

(f) 「署長」可全權酌情決定在計算本文特別條款第(17)(d)條訂明的樓面總面積時不計入本特別條款(d)款所載的「24小時走道」或其任何部分所有面積。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「24小時走道」

是指按照「政府批地書」特別條款第(34)(d)條現已或將會興建於「該土地」內並且構成「商業樓宇」一部分的24小時走道，其中包括自動扶梯、載客電梯、樓梯、斜路及「署長」批准或指定的其他構築物，以連接「車站綜合大樓」、「行人隧道」、「擬建行人天橋」、「有蓋行人天橋」、「該土地」地面及毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

6. 「行人天橋連接走道」

根據批地文件特別條款第(35)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「行人天橋連接走道」。

(I) 批地文件條款

(35)(a) (i) 倘該地段或其任何部分進行發展或重建工程，「承批人」須自費以「署長」全面滿意的方式建造和提供下列設施：

(I) 於本文特別條款第(13)條訂明的日期或之前建造和提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB2位置而取道FB2a點至FB2b點和FB2c點至FB2d點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；及

(II) 於本文特別條款第(13)條訂明的日期或之前建造及提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB3位置而取道FB3a點至FB3b點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；

上述行人路及行人道應採用「署長」指定或批准的樓層和位置、物料和設施、標準、方式、闊度、定線、布局和設計。(本特別條款(a)(i)(I)及(a)(i)(II)款所載的行人路及行人道和兩條擬建行人天橋以下分別簡稱「行人天橋連接走道」及「擬建行人天橋」)。每條「擬建行人天橋」的最小內淨闊度為4.0米。

(ii) 「行人天橋連接走道」應包括：

(I) 兩部可接載傷殘人士的電梯(以下簡稱「電梯」，每條「擬建行人天橋」各設一部電梯)，建造位置分別距離兩條「擬建行人天橋」不超過10米；及

(II) 兩條有蓋樓梯(每條「擬建行人天橋」各設一條有蓋樓梯)，建造位置距離兩條「擬建行人天橋」不超過10米。

(b) (i) 「承批人」提供「行人天橋連接走道」時應自費以「署長」全面滿意的方式預留充分空間，並以「署長」指定或批准的物料、標準、樓層、定線、闊度、布局和設計於該地段內搭建、提供及建造「署長」指定或批准的連接段、支承件、柱、通道口及樓梯平台(以下統稱「行人天橋連接段及支承件」，以使「擬建行人天橋」依照本特別條款(a)(i)(I)及(a)(i)(II)款指定的位置及路線點連通該地段。

(ii) 於本文協定批授的整個年期內，「政府」獲例外保留權利從「擬建行人天橋」獲得所有支撐及連接至現已或將會建於該地段的一座或多座建築物或構築物。

(c) (i) 「行人天橋連接走道」除接上及連通「擬建行人天橋」和供所有公眾人士步行或乘坐輪椅通行以進出往返「擬建行人天橋」外，不得作任何其他用途。

(ii) 除非「署長」另行批准或規定，「承批人」不可使用或允許或容忍他人使用「行人天橋連接走道」及「擬建行人天橋」內外任何部分作廣告用途或陳列任何性質的招牌、告示或海報。

(iii) 「承批人」本身不可亦不得允許、容忍他人在「行人天橋連接走道」及「擬建行人天橋」作出任何行為，以致或可能構成滋擾或騷擾，又或可能對途經「行人天橋連接走道」及「擬建行人天橋」下方的行人或車輛或任何毗連或毗鄰一個或多個地段或物業的業主或佔用人造成不便或損害。

(iv) (I) 「承批人」應在本文協定的整個批租年期內維持「行人天橋連接走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。

(II) 茲毋損本特別條款(c)(iv)(I)款之規定，「承批人」應自費維持「電梯」每日24小時運作。

(III) 「承批人」建成「行人天橋連接走道」而「政府」亦已建成每條「擬建行人天橋」後，「承批人」時刻均須允許所有公眾人士全日24小時免費自由步行或乘坐輪椅通行、再通行、行經、經越及上落每條「擬建行人天橋」，以及按需要進入該地段或其任何部分和現已或將會建於該處任何一座或多座建築物，藉此進出所有或任何當時現存的「擬建行人天橋」，以作所有合法用途。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員現獲免費保留下列權利：

(i) 擁有所有必要權利佔用該地段或其任何部分，並且擁有所有必要權利進出、往返及通行該地段，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程；及

(ii) 有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。

(e) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(d)及(g)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(f) 「承批人」或現時根據本文特別條款第(40)(a)(i)條所載的「公契」委任的該地段管理人或根據《建築物管理條例》(香港法例第344章)成立的該地段「業主立案法團」應在接獲「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准暫時關閉現已或將會建於該地段上一座或多座建築物的通道口或地方，以便在該處接駁「擬建行人天橋」或本特別條款(g)款所載的替換結構。暫時關閉上述通道口或地方期間，該處所有必要維修工程一律時刻由「承批人」或上述的管理人或「業主立案法團」(視乎情況而定)自費負責，並須令「署長」滿意。

(g) 如該地段或其任何部分進行重建等工程，以致需要拆卸「擬建行人天橋」或當中其一，然後在本特別條款(a)(i)(I)及(a)(i)(II)款載明的路線點新建一條或多條行人天橋，「政府」、其人員、代理、承辦商、工人和任何毗鄰地段業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可免付任何費用，不論攜帶工具、設備、機器、機械或駕車與否，自由進出、往返及通行該地段或其任何部分或現已或將會建於該地段任何一座或多座建築物或構築物，以便拆卸「擬建行人天橋」或當中其一，以及建造一條或多條新行人天橋接駁至「行人天橋連接走道」，嗣後則須負責檢查、保養和維修新建的行人天橋。

(h) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條款」或行使本特別條款所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」(或如本特別條款(g)款所述重新建造)。倘日後不興建(或重新建造)「擬建行人天橋」而因此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(i) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「行人天橋連接走道」及現已或將會依照「政府」規定建於該地段的「擬建行人天橋」任何部分(「擬建行人天橋」相關部分以下簡稱「該等部分」)。茲於本特別條款，「署長」就何謂「行人天橋連接走道」及「擬建行人天橋」所作的決定將作終論並對「承批人」約束。

(j) 倘因該地段內有「該等部分」令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「該等部分」的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(k) 「承批人」概不享有「該等部分」的權利、產權、擁有權、佔管權或使用權。

(l) 於「該等部分」存續期間，「承批人」應在本文協定批授的整個年期內自行或達致他人採取在本「批地文件」下同意授予的所有妥善及適當的護理措施、技能及防範措施，其中特別須在任何建造、維修、更新、修理、清拆、拆卸或還原工程施工期間防止「該等部分」遭到任何損壞、干擾或阻塞。

(37) (a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(I) 批地文件條款

(36)(a) 「承批人」應在本文特別條款第(13)條指定的日期或之前，自費按照「經批准的建築圖則」並以「署長」全面滿意的方式，在「圖則Ia」註明為「PROP. FB1」的位置，以「署長」全權酌情指定或批准的物料、標準、樓層、定線、布局及設計搭建、提供和建造一座單層有蓋行人天橋及其他結構支承件與連接段(包括「署長」全權酌情認為有蓋行人天橋任何日後擴建段所需的支承件與連接段)，連同斜路、相關的樓梯、通道口、樓梯平台、自動扶梯、電梯及「署長」酌情指定或批准的內外配件及固定裝置與照明裝置(以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應有不少於4.0米內淨闊度，最低淨內空高度為2.8米。

(b) (i) 「有蓋行人天橋」除供所有公眾人士步行或乘坐輪椅通行外，不得作任何其他用途。

(ii) 除非「署長」另行批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。

(iii) 「承批人」不可在「有蓋行人天橋」作出任何行為或允許或容忍他人作出任何行為，以致或可能導致途經「有蓋行人天橋」之下的任何行人或車輛或任何毗鄰或毗連地段或物業的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 在「有蓋行人天橋」存續期間，「承批人」不論日夜均應時刻允許任何公眾人士免費自由步行或乘坐輪椅出入、往返、通行及上落「有蓋行人天橋」，以作所有合法用途。

(v) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入現已或將會建於該地段的「有蓋行人天橋」任何部分。茲於本特別條款，「署長」就何謂「有蓋行人天橋」所作的決定將作終論並對「承批人」約束。

(37)(a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「行人天橋連接走道」

是指按照「政府批地書」特別條款第(35)(a)(i)和(ii)條現已或將會建造並且構成「商業樓宇」一部分的行人路及行人道(包括兩部電梯及兩條有蓋樓梯)，以將「該土地」和「發展項目」連接至「擬建行人天橋」，以及連接至毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第I部分第7(IV)條訂明：-

『**7. 適用於政府的權利、地役權和特權**

IV. 就「擬建行人天橋」而言，「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員擁有充分權利或自由佔用「該土地」及「發展項目」任何部分而毋須繳付任何費用，並且擁有所有必要權利進出、往返及通行「該土地」及「發展項目」，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程，及有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

7. 「有蓋行人天橋」

根據批地文件特別條款第(36)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「有蓋行人天橋」。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「有蓋行人天橋」

是指按照「政府批地書」特別條款第(36)(a)條現已或將會建造且其中一部分構成「商業樓宇」一部分的一座單層有蓋行人天橋及其他結構支承件與連接段；

…』

公契E部分第17條訂明：-

『17. 在「政府批地書」批授的整個年期內，各「業主」應按照「政府批地書」相關特別條款的規定提供和准許「署長」、其正式授權人員、代理、承辦商和彼等的工人隨時行使不受限制的權利，攜帶工具、設備、機器或駕車與否，進出、往返及通行「該土地」和「發展項目」，以便檢查和進行任何有關各「專用地方」、「擬建行人天橋」、「有蓋行人天橋」和「政府批地書」相關特別條款中指定的任何其他範圍的任何工程。』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(c)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

公契附表三第6條規定：-

『6. 任何「業主」不得准許或容忍任何小販在「該土地」、「發展項目」內及「有蓋行人天橋」擺賣。就本條款而言，「小販」之釋義以《公眾衞生及市政條例》(香港特別行政區法例第132章)第2條、其任何附屬規例及相關修訂法例所訂為準，但應受「政府批地書」特別條款第(53)條所載的修訂條文制約。』

8. 「公眾用途私人休憩用地」

根據批地文件特別條款第(42)條，承批人應按照經批准的建築圖則，自費以地政總署署長全面滿意的方式搭建、建造、提供和園景美化「公眾用途私人休憩用地」。

(I) 批地文件條款

(42) (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不少於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」)，並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定，「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外，概不可作任何其他用途，從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定，「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內：

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾人士免費及不受阻撓地使用與享用；及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾用途私人休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內，「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任，「政府」可執行「公眾用途私人休憩用地」的必要工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、傭僕及代理或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明，本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約，「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明，本文特別條款第(42)(c)條訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公眾用途私人休憩用地」

是指按照特別條款第(42)(a)(iii)條在地面作為供公眾使用的園景露天廣場並且構成「商業樓宇」一部分的部分「私人休憩用地」(不少於1,000平方米)；

…』

公契E部分第15條訂明：-

『15.「商業樓宇」的「業主」應按照「政府批地書」特別條款第(42)(d)條的規定，自費以「署長」滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處任何構築物、設施和裝置。』

公契I部第1(b)(xvii)條訂明：-

『(b) 茲在任何方面毋損前述之一般性，「管理人」擁有以下權力及應承擔以下責任，即：-

…

(xvii) 管理、控制和監督「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)；就有關於對「私人康樂區及設施」和「私人休憩用地」使用者應負之責任購買保險；制定、修改及實施有關「私人康樂區及設施」和「私人休憩用地」使用者、使用時間、使用收費及所有相關事宜的規例，但「管理人」應將構成管理基金一部分的所有收費和收入用於對各項設施的管理、維修、保養和改善。』

公契J部第1(n)條訂明：-

『1. 就「管理人」管理「屋苑」和履行其任何職責或行使任何權力而必需和合理地產生的費用、收費及開支，應包括但不限於以下各項，且各「業主」應按照以下規定的方式支付：-

(n) 保養、運作、人手編制、投保的費用以及與「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)有關的其他所有費用；』

公契附表二第II部分第5條訂明：-

『5. 所有公眾人士每日24小時任何時候免費及不受阻撓地使用「公眾用途私人休憩用地」的權利。』

9. 「公共停車處」及「通往停車處行人走道」

根據批地文件特別條款第(49)(a)條，承批人應自費以地政總署署長全面滿意的方式提供及嗣後管理和維修「公共停車處」。

根據批地文件特別條款第(49)(b)條，承批人應自費以地政總署署長全面滿意的方式設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修「通往停車處行人走道」。

(I) 批地文件條款

(49)(a) 「承批人」應自費以「署長」全面滿意的方式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)提供及嗣後管理和維修一個停車處，闊2.5米、長40米、最低淨空高度4.7米，以供車輛(包括的士)上落乘客(以下簡稱「公共停車處」)。

(b) 「承批人」應自費以「署長」全面滿意的形式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修不少於3米闊的行人走道(以下簡稱「通往停車處行人走道」)，以連接「公共停車處」至南昌站入口。

(c) 「承批人」應在本文協定批授的整個年期內保持「公共停車處」及「通往停車處行人走道」每日24小時開放，以供公眾免費及不受阻撓地通行使用。

(d) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公共停車處」及「通往停車處行人走道」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(e) 「署長」可全權酌情決定計算本文特別條款第(17)(d)條訂明的樓面總面積時，可以排除「公共停車處」及「通往停車處行人走道」的全部或部分面積。

(f) 現明確協議、聲明及訂明，本文特別條款(c)款施加責任予「承批人」，「承批人」或「政府」均無意劃定或同意劃定「公共停車處」及「通往停車處行人走道」供公眾使用，分別以供車輛上落乘客及行使通行權之用途。

(g) 現明確協議及聲明，本文特別條款(c)款訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(50) 根據本文特別條款第(44)(a)(iii)，(45)及(49)條於該地段內提供的空間、「公共停車處」及「通往停車處行人走道」一律指定並且納為「公用地方」。

(51) 「署長」批准標示了根據本文特別條款第(44)，(45)，(46)及(49)條規定於該地段內提供的所有車位、上落客貨車位和停車處的圖則，或由「認可人士」(釋義以《建築物條例》、或其任何訂立的規例及任何修訂條文項下所訂為準)認證該圖則的副本，應存放於「署長」處。沒有影響該地段或其任何部分或現已或將會建於該地段之任何建築物或其任何部分的交易(除於本文特別條款第(26)(b)條下「地鐵部分」的任何分租、於本文特別條款第(26)(e)條下授予「香港鐵路有限公司」通行、使用和佔有「九鐵部分」的權利、「香港鐵路有限公司」進一步授予他們於本文特別條款第(26)(c)(iii)條下的任何權利，以通行、使用和佔有「九鐵部分」、於本文特別條款第(26)(d)條下的任何分租、於本文特別條款第(27)(a)條下提及的轉讓、於本文特別條款第(29)(b)條下歸屬「財政司法團」的「南昌站不可分割份數」、於本文特別條款第(38)(a)(iii)條下的租約或租賃或有關該租約或租賃的協議、於本文特別條款第(38)(a)(iv)條下的建築貸款、於本文特別條款第(38)(b)條下提及的轉讓或「署長」批准的其他交易外)應於該存放之前訂立。於該經批准圖則標示的該車位、上落客貨車位和停車處，除用於本文特別條款(44)，(45)及(49)條分別所載的目的外，不可作任何其他用途。「承批人」應按照該經批准圖則保養車位、上落客貨車位、停車處和其他範圍，包括但不限於電梯、起貨區及機動和通道範圍，及如非事前獲「署長」書面同意，不得修改佈局。除該經批准圖則標示的車位外，該地段部分或於該地段上的任何建築物或構築物不可作停車用途。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公共停車處」

是指按照特別條款第(49)(a)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的停車處，以供車輛(包括的士)上落乘客；

…

「通往停車處行人走道」

是指按照特別條款第(49)(b)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的行人走道，以連接「公共停車處」至「車站綜合大樓」入口；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

10. 維修及通行「現有公共運輸交匯處」

根據批地文件特別條款第(54)條，承批人須維修「現有公共運輸交匯處」，直至承批人自費以地政總署署長全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

根據批地文件特別條款第(54)條，承批人應允許所有政府及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。

注：因「現有公共運輸交匯處」已被拆除，於批地文件特別條款第(54)條下的義務已失效。因此，以圖則顯示上述設施的位置不是在切實可行範圍內的。

(I) 批地文件條款

(54)(a) 「承批人」現確認遵照本文特別條款第(5)(a)條規定接收和佔管該地段後，該地段內設有現存的「臨時公共運輸交匯處」，(包括南昌站之的士站)(以下簡稱「現有公共運輸交匯處」)，「承批人」承諾依照本特別條款(b)款規定維修「現有公共運輸交匯處」。倘因「現有公共運輸交匯處」的存在及其使用令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「現有公共運輸交匯處」的存在、其使用及嗣後拆卸又或因「承批人」、其傭僕、工人及承辦商就該處維修事務所作或遺漏作出的事項直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(b) 「現有公共運輸交匯處」除作公共運輸交匯處外，不得作任何其他用途，此外並須維持運作，直至「承批人」自費以「署長」全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

(c) 只要「現有公共運輸交匯處」是根據本特別條款(b)款之規定使用，「政府」可全權酌情隨時界定「現有公共運輸交匯處」或其任何部分的公眾用途。

(d) 「承批人」應允許所有「政府」及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。「政府」有絕對權利行使《道路交通條例》(香港法例第374章)及《公共巴士服務條例》(香港法例第230章)、其任何附屬規例及相關修訂法例就「現有公共運輸交匯處」賦予的權力。

(II) 公契條款

不適用。

B. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的設施

1. 位於「高鐵香港段專用地方」內的「支承結構」

根據批地文件特別條款第(10)條，承批人應自費以地政總署署長全面滿意的形式維修位於「高鐵香港段專用地方」內的「支承結構」(不論「政府」有否進行改造或重建工程)。

(I) 批地文件條款

(10)(a) (i) 遵從本文特別條款第(5)(a)(ii)條之規定，「政府」現獲例外保留現於「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線(包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分)和粉紅色間黑斜線紅斜線顯示而介乎香港主水平基準下8.20米與香港主水平基準下38.70米之間的地底內層範圍，以便建造、運作及維修廣深港高速鐵路香港段(以下簡稱「高鐵香港段」)(本(a)(i)款例外保留的地底內層以下簡稱「高鐵香港段專用地方」)。

(ii) 除經「署長」書面批准為支撐該地段上發展項目的現有構築物、樁柱、地基、基腳或支承件(不論經過改造與否)及新建構築物、樁柱、地基、基腳或支承件外，「高鐵香港段專用地方」內或上任何建築物或構築物不得搭建、建造或留存任何建築、構築件或支承件(以下統稱「支承結構」)。「政府」有權於「第二延遲移交區交付日期」之前自費拆卸、改造、拆除及重建「高鐵香港段專用地方」內「支承結構」的任何部分。

(b) 於本文協定批授的整個年期內，「承批人」應自費維修「支承結構」(不論「政府」有否進行改造或重建工程)，以保持其修繕妥當與狀態良好，全面令「署長」滿意。

(c) 倘因「承批人」、其傭僕、工人及承辦商於建造、更改、修理和維修「支承結構」及拆除「高鐵香港段專用地方」內未經「署長」批准的任何建築物或構築物之建築、構築件或支承件時作出或遺漏作出任何事項，以致令「政府」招致或蒙受任何性質的責任、訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」作出賠償並確保其免責。

(d) 除「支承結構」(不論「政府」有否進行改造或重建工程)外，「承批人」概無「高鐵香港段專用地方」的權利、產權、擁有權、佔管權或使用權。

(e) 「承批人」或任何其他人士均不得就本特別條款(a)及(f)款的例外保留權利，或就此或就着使用「高鐵香港段專用地方」作「高鐵香港段」等用途所招致或引起的任何責任、損失、損害、索償、費用、訴訟、索求及法律程序，作出反對或有向「政府」提出不論是否在任何法例下申索或索償的權利。

(f) 「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員、「高鐵香港段營運機構」及「指定人士」(釋義以本文特別條款第(66)(a)(i)及(66)(a)(ii)條分別所訂為準)現免費獲例外保留下列權利：

(i) 有權從「高鐵香港段」和現已或將會建於「高鐵香港段專用地方」內各建築物或構築物及其支承結構與連接段獲得支撐與庇護；

(ii) 有權進入該地段，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「高鐵香港段」和「高鐵香港段」各支承或從屬結構與裝置；

(iii) 有權享有該地段及現已或將會建於該處任何建築物或構築物的所有必要地役權及通行權，以便往來「高鐵香港段專用地方」及其任何部分和「高鐵香港段專用地方」各支承或從屬結構與裝置；及

(iv) 有權透過現時或此後鋪設於該地段或該處任何建築物、構築物及架設物或其任何部分內或在其下跟著、穿過、越過或跨越該處之任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙道、管道及水道和其他導體而享用接駁至「高鐵香港段專用地方」及其任何部分的氣體、電力、水、廢水或其他污水排放、空氣、電話線及其他服務。

(g) 倘因「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員行使本特別條款(a)及(f)款所賦予權利或處理附帶於此等權利之事宜，並且因履行本特別條款(b)款所訂「承批人」的義務而令「承批人」或任何其他人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商及工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「高鐵香港段專用地方」

是指「政府批地書」特別條款第(10)(a)(i)條所指現於「政府批地書」附錄的「圖則Ia」以粉紅色加綠交叉線間黑斜線加黑點、粉紅色間黑斜線加黑點、粉紅色間黑斜線(包括粉紅色及粉紅色間黑斜線綑靛藍邊範圍內之粉紅色間黑斜線部分)和粉紅色間黑斜線紅斜線顯的地方的地底內層範圍，以便建造、運作及維修「高鐵香港段」。』

公契附表二第I部分第7(I)(a)和7(I)(b)條訂明：-

『7. 適用於政府的權利、地役權和特權

I. 就「第一公共道路專用地方」、「隧道專用地方」、「第二公共道路專用地方」、「公路專用地方」和「高鐵香港段專用地方」而言：

(a) 有權為「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」和現已或將會建於上述各個專用地方內或上各建築物或構築物及其支承結構與連接段獲得支撐與庇護。

(b) 有權進入「該土地」和「發展項目」，不論攜帶工具、設備、機器、機械或駕車與否，以便連接、建造、檢驗、維修、修理及翻新「第一公共道路」、「行人隧道」、「第二公共道路」、「西九龍公路」和「高鐵香港段」及上述各專用地方的結構與裝置。』

2. 通行車站入口

根據批地文件特別條款第(31)(c)條，承批人於建造廣深港高速鐵路香港段期間，應允許公眾於南昌站開放時間內通行及往返位於「AREA C」的現有車站入口(即註明於批地文件附件的「圖則Ia」)，直至「第二延遲移交區」(釋義以本文特別條款第(5)(a)(ii)(II)條所訂為準)的佔管權已於批地文件下授予承批人。

注：因「第二延遲移交區」的佔管權已依批地文件下授予承批人，於批地文件特別條款第(31)(c)條下的義務已失效。

(I) 批地文件條款

(31)(c) (i)「政府」、其人員、代理、承辦商、工人或獲其授權之其他人等現保留權利，可隨時不論攜帶工具、設備、機器、機械或駕車與否，有權佔用和不受限制地通行、進出及往返位於「高鐵香港段專用地方」之上即「圖則Ia」以粉紅色及粉紅色間黑斜線網髹藍邊並註明為「AREA C」的該地段範圍(以下簡稱「範圍C」)或該地段任何部分及南昌站任何部分，以遵從「政府」規定，按照「署長」全權酌情決定，配合或因應「高鐵香港段」建造工程自費拆卸、改造和重建現已或將會建於該處的建築物、構築物、樁柱、地基、基腳及支承件(包括該處任何裝置及設施)。

(ii)「政府」行使本特別條款(c)(i)款賦予的權利時，必須：

(I) 允許公眾於南昌站開放時間內通行及往返位於「範圍C」的現有車站入口(以下簡稱「車站入口」)或其任何部分；及

(II) 除非「鐵路公司」(釋義以本文特別條款第(65)(a)條所訂為準)同意(「鐵路公司」不可無理拒絕同意)，否則不可作出任何事項以致可能妨礙該處的鐵路運作和安全。

(iii) 茲毋損本文特別條款第(65)及(66)條之規定，本特別條款(c)(i)款賦予的權利將於「承批人」遵照本文特別條款第(5)(a)(ii)(II)條獲得或取得「第二延遲移交區」佔管權時終止及廢止。

(iv) 倘「政府」、其人員、代理、承辦商、工人及獲其授權之其他人等因行使本特別條款(c)(i)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、代理、承辦商、工人及獲其授權之其他人等索償。

(II) 公契條款

不適用。

3. 通行南昌站

根據批地文件特別條款第(32)條，承批人應允許公眾在南昌站開放時間內乘坐任何類型的車輛(如適當)自由及免費地進入、往返和行經該地段的部分，以及進出、行經及跨越該處由承批人劃為南昌站出入通道的建築物、構築物及搭建物，以作所有合法用途。

(I) 批地文件條款

(32) 於本文協定批授的整個年期內，「承批人」應允許公眾在南昌站開放時間內乘坐任何類型的車輛(如適當)自由及免費地進入、往返和行經該地段的部分，以及進出、行經及跨越該處由「承批人」劃為南昌站出入通道的建築物、構築物及搭建物，以作所有合法用途。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「車站綜合大樓」

是指「發展項目」內的鐵路站並於本公契的日期稱為「南昌站」，包括「政府批地書」特別條款第(24)(a)條項下的「九鐵部分」和「地鐵部分」；為免引起疑問，位於「屋苑」或其任何部分之下的「九鐵部分」和「地鐵部分」的天花板的最低層厚板(包括防水板及緊接其上的系統和相關保護件)應構成「車站綜合大樓」的上邊界及「車站綜合大樓」之一部分，而位於「車站綜合大樓」所述的上邊界之下的「九鐵部分」和「地鐵部分」的所有地基、柱、橫樑和其他結構部分應構成「車站綜合大樓」之一部分，不論該等地基、柱、橫樑和其他結構部分是否用以支撐「屋苑」或其任何部分。為免引起進一步疑問，以下各項屬「車站綜合大樓」邊界以外的範圍，且不構成「車站綜合大樓」之一部分：在「車站綜合大樓」所述的上邊界對上的所有厚板，包括所述防水板及緊接其上的系統和相關保護件上面的所有厚板，以及服務「屋苑」或其任何部分的所有公用事業設施、服務設施、槽、井及設施和「屋苑」所有裝修物料；

…』

4. 「24小時走道」

根據批地文件特別條款第(34)條，承批人應自費以地政總署署長全面滿意的形式於該地段設計和提供及嗣後管理和維修「24小時走道」。

(I) 批地文件條款

(34)(d) (i)「承批人」應自費以「署長」全面滿意的形式於該地段設計和提供及嗣後管理和維修一條行人走道(以下簡稱「24小時走道」)，內設自動扶梯、載客電梯、樓梯、斜路及「署長」不時批准或指定的其他構築物，以連接南昌站、「行人隧道」、「擬建行人天橋」(釋義以本文特別條款第(35)(a)(i)條所訂為準)、「有蓋行人天橋」(釋義以本文特別條款第(36)(a)條所訂為準)、該地段地面及毗連該地段的街面行人道。在南昌站非開放時間，「行人隧道」應可透過毗連該地段的街面行人道連通「24小時走道」其餘部分。「承批人」須向「署長」提交圖則，顯示「24小時走道」的走線以供批核。「署長」就何謂該地段地面及街面所作的決定將作終論，並對「承批人」約束。

(ii)「24小時走道」(不包括上述自動扶梯、載客電梯、樓梯、斜路及其他構築物)的闊度不可小於4.5米。

(e)「承批人」應在本文協定的整個批租年期內，維持本特別條款(d)(i)款指定提供的「24小時走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。「承批人」並須自費維持本特別條款(d)(i)款所載的自動扶梯及載客電梯每日24小時運作。

(f)「署長」可全權酌情決定在計算本文特別條款第(17)(d)條訂明的樓面總面積時不計入本特別條款(d)款所載的「24小時走道」或其任何部分所有面積。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「24小時走道」

是指按照「政府批地書」特別條款第(34)(d)條現已或將會興建於「該土地」內並且構成「商業樓宇」一部分的24小時走道，其中包括自動扶梯、載客電梯、樓梯、斜路及「署長」批准或指定的其他構築物，以連接「車站綜合大樓」、「行人隧道」、「擬建行人天橋」、「有蓋行人天橋」、「該土地」地面及毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

5. 「行人天橋連接走道」

根據批地文件特別條款第(35)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「行人天橋連接走道」。

(I) 批地文件條款

(35)(a) (i) 倘該地段或其任何部分進行發展或重建工程，「承批人」須自費以「署長」全面滿意的方式建造和提供下列設施：

(I) 於本文特別條款第(13)條訂明的日期或之前建造和提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB2位置而取道FB2a點至FB2b點和FB2c點至FB2d點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；及

(II) 於本文特別條款第(13)條訂明的日期或之前建造及提供行人路及行人道，以將該地段連接至位於「圖則Ia」註明為PROP.FB3位置而取道FB3a點至FB3b點又或採取「署長」所指定其他位置及路線點的擬建行人天橋，以及連接至毗連該地段的街面行人道；

上述行人路及行人道應採用「署長」指定或批准的樓層和位置、物料和設施、標準、方式、闊度、定線、布局和設計。(本特別條款(a)(i)(I)及(a)(i)(II)款所載的行人路及行人道和兩條擬建行人天橋以下分別簡稱「行人天橋連接走道」及「擬建行人天橋」)。每條「擬建行人天橋」的最小內淨闊度為4.0米。

(ii)「行人天橋連接走道」應包括：

(I) 兩部可接載傷殘人士的電梯(以下簡稱「電梯」，每條「擬建行人天橋」各設一部電梯)，建造位置分別距離兩條「擬建行人天橋」不超過10米；及

(II) 兩條有蓋樓梯(每條「擬建行人天橋」各設一條有蓋樓梯)，建造位置距離兩條「擬建行人天橋」不超過10米。

(b) (i)「承批人」提供「行人天橋連接走道」時應自費以「署長」全面滿意的方式預留充分空間，並以「署長」指定或批准的物料、標準、樓層、定線、闊度、布局和設計於該地段內搭建、提供及建造「署長」指定或批准的連接段、支承件、柱、通道口及樓梯平台(以下統稱「行人天橋連接段及支承件」，以使「擬建行人天橋」依照本特別條款(a)(i)(I)及(a)(i)(II)款指定的位置及路線點連通該地段。

(ii) 於本文協定批授的整個年期內，「政府」獲例外保留權利從「擬建行人天橋」獲得所有支撐及連接至現已或將會建於該地段的一座或多座建築物或構築物。

(c) (i)「行人天橋連接走道」除接上及連通「擬建行人天橋」和供公眾步行或乘坐輪椅通行以進出往返「擬建行人天橋」外，不得作任何其他用途。

(ii) 除非「署長」另行批准或規定，「承批人」不可使用或允許或容忍他人使用「行人天橋連接走道」及「擬建行人天橋」內外任何部分作廣告用途或陳列任何性質的招牌、告示或海報。

(iii)「承批人」本身不可亦不得允許、容忍他人在「行人天橋連接走道」及「擬建行人天橋」作出任何行為，以致或可能構成滋擾或騷擾，又或可能對途經「行人天橋連接走道」及「擬建行人天橋」下方的行人或車輛或任何毗連或毗鄰一個或多個地段或物業的業主或佔用人造成不便或損害。

(iv) (I)「承批人」應在本文協定的整個批租年期內維持「行人天橋連接走道」每日24小時開放，以供公眾免費使用和暢通無阻地通行。

(II) 茲毋損本特別條款(c)(iv)(I)款之規定，「承批人」應自費維持「電梯」每日24小時運作。

(III)「承批人」建成「行人天橋連接走道」而「政府」亦已建成每條「擬建行人天橋」後，「承批人」時刻均須允許所有公眾全日24小時免費自由步行或乘坐輪椅通行、再通行、行經、經越及上落每條「擬建行人天橋」，以及按需要進入該地段或其任何部分和現已或將會建於該處任何一座或多座建築物，藉此進出所有或任何當時現存的「擬建行人天橋」，以作所有合法用途。

(d)「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員現獲免費保留下列權利：

(i) 擁有所有必要權利佔用該地段或其任何部分，並且擁有所有必要權利進出、往返及通行該地段，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程；及

(ii) 有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。

(e)「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(d)及(g)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(f)「承批人」或現時根據本文特別條款第(40)(a)(i)條所載的「公契」委任的該地段管理人或根據《建築物管理條例》(香港法例第344章)成立的該地段「業主立案法團」應在接獲「署長」通知時自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准暫時關閉現已或將會建於該地段上一座或多座建築物的通道口或地方，以便在該處接駁「擬建行人天橋」或本特別條款(g)款所載的替換結構。暫時關閉上述通道口或地方期間，該處所有必要維修工程一律時刻由「承批人」或上述的管理人或「業主立案法團」(視乎情況而定)自費負責，並須令「署長」滿意。

(g) 如該地段或其任何部分進行重建等工程，以致需要拆卸「擬建行人天橋」或當中其一，然後在本特別條款(a)(i)(I)及(a)(i)(II)款載明的路線點新建一條或多條行人天橋，「政府」、其人員、代理、承辦商、工人和任何毗鄰地段業主及其代理、承辦商、工人、僱員、受許可人及其他正式獲授權人員時刻均可免付任何費用，不論攜帶工具、設備、機器、機械或駕車與否，自由進出、往返及通行該地段或其任何部分或現已或將會建於該地段任何一座或多座建築物或構築物，以便拆卸「擬建行人天橋」或當中其一，以及建造一條或多條新行人天橋接駁至「行人天橋連接走道」，嗣後則須負責檢查、保養和維修新建的行人天橋。

(h) 「承批人」現確認及同意，「政府」概不憑藉此等「批地條款」或行使本特別條款所賦權利採取任何行動，從而作出聲明或保證日後將會興建「擬建行人天橋」(或如本特別條款(g)款所述重新建造)。倘日後不興建(或重新建造)「擬建行人天橋」而因此導致「承批人」或任何人士招致或蒙受任何索償、損失或損害，「政府」毋須就此承擔任何責任。

(i) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「行人天橋連接走道」及現已或將會依照「政府」規定建於該地段的「擬建行人天橋」任何部分(「擬建行人天橋」相關部分以下簡稱「該等部分」)。茲於本特別條款，「署長」就何謂「行人天橋連接走道」及「擬建行人天橋」所作的決定將作終論並對「承批人」約束。

(j) 倘因該地段內有「該等部分」令「承批人」招致或蒙受任何損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「該等部分」的存在直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(k) 「承批人」概不享有「該等部分」的權利、產權、擁有權、佔管權或使用權。

(l) 於「該等部分」存續期間，「承批人」應在本文協定批授的整個年期內自行或達致他人採取在本「批地文件」下同意授予的所有妥善及適當的護理措施、技能及防範措施，其中特別須在任何建造、維修、更新、修理、清拆、拆卸或還原工程施工期間防止「該等部分」遭到任何損壞、干擾或阻塞。

(37)(a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「行人天橋連接走道」

是指按照「政府批地書」特別條款第(35)(a)(i)和(ii)條現已或將會建造並且構成「商業樓宇」一部分的行人路及行人道(包括兩部電梯及兩條有蓋樓梯)，以將「該土地」和「發展項目」連接至「擬建行人天橋」，以及連接至毗連「該土地」的街面行人道；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第I部分第7(IV)條訂明：-

『7. 適用於政府的權利、地役權和特權

IV. 就「擬建行人天橋」而言，「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員擁有充分權利或自由佔用「該土地」及「發展項目」任何部分而毋須繳付任何費用，並且擁有所有必要權利進出、往返及通行「該土地」及「發展項目」，以便設計、建造、接駁、管理、保養、修理和維修「擬建行人天橋」並執行設計及建造所需的地盤勘察及測量工程，及有權連接「擬建行人天橋」至「行人天橋連接段及支承件」和「行人天橋連接走道」。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

6. 「有蓋行人天橋」

根據批地文件特別條款第(36)條，承批人應自費以地政總署署長全面滿意的形式建造和提供「有蓋行人天橋」。

(I) 批地文件條款

(36) (a) 「承批人」應在本文特別條款第(13)條指定的日期或之前，自費按照「經批准的建築圖則」並以「署長」全面滿意的方式，在「圖則Ia」註明為「PROP. FB1」的位置，以「署長」全權酌情指定或批准的物料、標準、樓層、定線、布局及設計搭建、提供和建造一座單層有蓋行人天橋及其他結構支承件與連接段(包括「署長」全權酌情認為有蓋行人天橋任何日後擴建段所需的支承件與連接段)，連同斜路、相關的樓梯、通道口、樓梯平台、自動扶梯、電梯及「署長」酌情指定或批准的內外配件及固定裝置與照明裝置(以下簡稱「有蓋行人天橋」)。「有蓋行人天橋」應有不少於4.0米內淨闊度，最低淨內空高度為2.8米。

(b) (i) 「有蓋行人天橋」除供所有公眾步行或乘坐輪椅通行外，不得作任何其他用途。

(ii) 除非「署長」另行批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。

(iii) 「承批人」不可在「有蓋行人天橋」作出任何行為或允許或容忍他人作出任何行為，以致或可能導致途經「有蓋行人天橋」之下的任何行人或車輛或任何毗鄰或毗連地段或物業的業主或佔用人受到滋擾或騷擾，又或造成不便或損害。

(iv) 在「有蓋行人天橋」存續期間，「承批人」不論日夜均應時刻允許任何公眾免費自由步行或乘坐輪椅出入、往返、通行及上落「有蓋行人天橋」，以作所有合法用途。

(v) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入現已或將會建於該地段的「有蓋行人天橋」任何部分。茲於本特別條款，「署長」就何謂「有蓋行人天橋」所作的決定將作終論並對「承批人」約束。

(37)(a) 如「承批人」並未在「署長」指定期限內履行本文特別條款第(35)(a)、(35)(b)及(36)(a)條和本特別條款(b)款訂明的「承批人」責任，「政府」可執行必要的建造工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行上述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由和不受阻撓地進入該地段或其任何部分及現已或將會建於該處的任何一座或多座建築物。

(b) 如該地段或其任何部分等進行重建以致需要拆卸「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」或其任何部分，「承批人」應在「署長」指定的期限內自費以「署長」滿意的方式，遵從「署長」批准或指定的方式、設計、物料、闊度、樓層、標準、定線及位置以建造和完成新的行人天橋連接走道(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、新的行人天橋連接段及支承件和新的有蓋行人天橋替換上述所指。

(c) 「承批人」應在本文協定批授的整個年期內自費修理、維修和管理「行人天橋連接走道」(包括本文特別條款第(35)(a)(ii)條所載的兩部電梯及兩座有蓋樓梯)、「行人天橋連接段及支承件」和「有蓋行人天橋」及「承批人」依照本特別條款(b)款規定建造的任何相關替換結構，以保持其清潔整齊、修繕妥當與狀態良好，全面令「署長」滿意。如「承批人」未能履行本款訂明的「承批人」責任，「政府」可執行必要的修理和維修工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。茲為執行本(c)款訂明的工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於任何合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。

(d) 「政府」、其人員、代理、承辦商、工人及其他正式獲授權人員如因行使本特別條款(a)及(c)款所賦予權利或處理附帶於此等權利之事宜而令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，概毋須就此承擔責任。「承批人」不得就任何損失、損害、滋擾或騷擾向彼等任何一方索償。

(e) 現明確協議、聲明及訂明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，「承批人」無意圖劃定而「政府」亦無同意劃定「24小時走道」、「行人天橋連接走道」及「有蓋行人天橋」或其中之一，以供公眾行使通行權。

(f) 現明確協議及聲明，本文特別條款第(34)(e)、(35)(c)(iv)(I)及(36)(b)(iv)條施加責任予「承批人」，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(g) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎建造、更改、修理和維修「24小時走道」、「行人天橋連接走道」、「行人天橋連接段及支承件」和「有蓋行人天橋」的事項，以致引起或招致任何性質的責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「有蓋行人天橋」

是指按照「政府批地書」特別條款第(36)(a)條現已或將會建造且其中一部分構成「商業樓宇」一部分的一座單層有蓋行人天橋及其他結構支承件與連接段；

…』

公契E部分第17條訂明：-

『17. 在「政府批地書」批授的整個年期內，各「業主」應按照「政府批地書」相關特別條款的規定提供和准許「署長」、其正式授權人員、代理、承辦商和彼等的工人隨時行使不受限制的權利，攜帶工具、設備、機器或駕車與否，進出、往返及通行「該土地」和「發展項目」，以便檢查和進行任何有關各「專用地方」、「擬建行人天橋」、「有蓋行人天橋」和「政府批地書」相關特別條款中指定的任何其他範圍的任何工程。』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

公契附表三第3(a)條訂明：-

『(a) 除非「署長」另行批准或指定，否則「商業樓宇」的「業主」不可使用或允許或容忍他人使用構成「商業樓宇」一部分的「行人天橋連接走道」、「擬建行人天橋」及「有蓋行人天橋」內外任何部分作廣告用途或展示任何招牌、告示或海報。』

公契附表三第6條規定：-

『6. 任何「業主」不得准許或容忍任何小販在「該土地」、「發展項目」內及「有蓋行人天橋」擺賣。就本條款而言，「小販」之釋義以《公眾衞生及市政條例》(香港特別行政區法例第132章)第2條、其任何附屬規例及相關修訂法例所訂為準，但應受「政府批地書」特別條款第(53)條所載的修訂條文制約。』

7. 「公眾用途私人休憩用地」

根據批地文件特別條款第(42)條，承批人應按照經批准的建築圖則，自費以地政總署署長全面滿意的方式搭建、建造、提供和園景美化「公眾用途私人休憩用地」。

(I) 批地文件條款

(42) (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不少於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」)，並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定，「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外，概不可作任何其他用途，從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定，「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內：

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾人士免費及不受阻撓地使用與享用；及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示，向公眾說明「公眾用途私人休憩用地」開放供公眾使用，並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內，「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任，「政府」可執行「公眾用途私人休憩用地」的必要工程，費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項，金額由「署長」指定，而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾，「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員概毋須就此承擔責任，「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、傭僕及代理或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時，不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明，本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約，「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明，本文特別條款第(42)(c)條訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公眾用途私人休憩用地」

是指按照特別條款第(42)(a)(iii)條在地面作為供公眾使用的園景露天廣場並且構成「商業樓宇」一部分的部分「私人休憩用地」(不少於1,000平方米)；

…』

公契E部分第15條訂明：-

『15.「商業樓宇」的「業主」應按照「政府批地書」特別條款第(42)(d)條的規定，自費以「署長」滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處任何構築物、設施和裝置。』

公契I部第1(b)(xvii)條訂明：-

『(b) 茲在任何方面毋損前述之一般性，「管理人」擁有以下權力及應承擔以下責任，即：-

…

(xvii) 管理、控制和監督「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)；就有關於對「私人康樂區及設施」和「私人休憩用地」使用者應負之責任購買保險；制定、修改及實施有關「私人康樂區及設施」和「私人休憩用地」使用者、使用時間、使用收費及所有相關事宜的規例，但「管理人」應將構成管理基金一部分的所有收費和收入用於對各項設施的管理、維修、保養和改善。』

公契J部第1(n)條訂明：-

『1. 就「管理人」管理「屋苑」和履行其任何職責或行使任何權力而必需和合理地產生的費用、收費及開支，應包括但不限於以下各項，且各「業主」應按照以下規定的方式支付：-

(n) 保養、運作、人手編制、投保的費用以及與「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)有關的其他所有費用；』

公契附表二第II部分第5條訂明：-

『5. 所有公眾人士每日24小時任何時候免費及不受阻撓地使用「公眾用途私人休憩用地」的權利。』

8. 「公共停車處」及「通往停車處行人走道」

根據批地文件特別條款第(49)(a)條，承批人應自費以地政總署署長全面滿意的方式提供及嗣後管理和維修「公共停車處」。

根據批地文件特別條款第(49)(b)條，承批人應自費以地政總署署長全面滿意的方式設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修「通往停車處行人走道」。

(I) 批地文件條款

(49) (a) 「承批人」應自費以「署長」全面滿意的方式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)提供及嗣後管理和維修一個停車處，闊2.5米、長40米、最低淨空高度4.7米，以供車輛(包括的士)上落乘客(以下簡稱「公共停車處」)。

(b) 「承批人」應自費以「署長」全面滿意的形式，在該地段地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)設計、鋪設、平整、提供、建造、鋪設路面整飾和嗣後管理及維修不少於3米闊的行人走道(以下簡稱「通往停車處行人走道」)，以連接「公共停車處」至南昌站入口。

(c) 「承批人」應在本文協定批授的整個年期內保持「公共停車處」及「通往停車處行人走道」每日24小時開放，以供公眾免費及不受阻撓地通行使用。

(d) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公共停車處」及「通往停車處行人走道」的事項，以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求，「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(e) 「署長」可全權酌情決定計算本文特別條款第(17)(d)條訂明的樓面總面積時，可以排除「公共停車處」及「通往停車處行人走道」的全部或部分面積。

(f) 現明確協議、聲明及訂明，本文特別條款(c)款施加責任予「承批人」，「承批人」或「政府」均無意劃定或同意劃定「公共停車處」及「通往停車處行人走道」供公眾使用，分別以供車輛上落乘客及行使通行權之用途。

(g) 現明確協議及聲明，本文特別條款(c)款訂明的「承批人」合約責任，概不構成任何預期或申索，以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑，「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(50) 根據本文特別條款第(44)(a)(iii)，(45)及(49)條於該地段內提供的空間、「停車處」及「通往停車處行人走道」一律指定並且納為「公用地方」。

(51) 「署長」批准標示了根據本文特別條款第(44)，(45)，(46)及(49)條規定於該地段內提供的所有車位、上落客貨車位和停車處的圖則，或由「認可人士」(釋義以《建築物條例》、或其任何訂立的規例及任何修訂條文項下所訂為準)認證該圖則的副本，應存放於「署長」處。沒有影響該地段或其任何部分或現已或將會建於該地段之任何建築物或其任何部分的交易(除於本文特別條款第(26)(b)條下「地鐵部分」的任何分租、於本文特別條款第(26)(c)條下授予「香港鐵路有限公司」通行、使用和佔有「九鐵部分」的權利、「香港鐵路有限公司」進一步授予他們於本文特別條款第(26)(c)(iii)條下的任何權利，以通行、使用和佔有「九鐵部分」、於本文特別條款第(26)(d)條下的任何分租、於本文特別條款第(27)(a)條下提及的轉讓、於本文特別條款第(29)(b)條下歸屬「財政司法團」的「南昌站不可分割份數」、於本文特別條款第(38)(a)(iii)條下的租約或租賃或有關該租約或租賃的協議、於本文特別條款第(38)(a)(iv)條下的建築貸款、於本文特別條款第(38)(b)條下提及的轉讓或「署長」批准的其他交易外)應於該存放之前訂立。於該經批准圖則標示的該車位、上落客貨車位和停車處，除用於本文特別條款(44)，(45)及(49)條分別所載的目的外，不可作任何其他用途。「承批人」應按照該經批准圖則保養車位、上落客貨車位、停車處和其他範圍，包括但不限於電梯、起貨區及機動和通道範圍，及如非事前獲「署長」書面同意，不得修改佈局。除該經批准圖則標示的車位外，該地段部分或於該地段上的任何建築物或構築物不可作停車用途。

(II) 公契條款

公契第B部分規定：-

『在本公契中，除文意另有規定外，以下詞語和語句具有以下賦予的涵義：-

…

「公共停車處」

是指按照特別條款第(49)(a)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的停車處，以供車輛(包括的士)上落乘客；

…

「通往停車處行人走道」

是指按照特別條款第(49)(b)條現已或將會在「該土地」地面提供並且構成「商業樓宇」一部分的行人走道，以連接「公共停車處」至「車站綜合大樓」入口；

…』

公契E部第22(b)條訂明：-

『(b)「商業樓宇」的「業主」應分別按照「政府批地書」特別條款第(34)(c)和(d)條、第(49)(a)和(b)條及第(37)(c)條的規定，自費保養已建成並且構成「商業樓宇」一部分的「行人連接走道」、「24小時走道」、構成「商業樓宇」一部分的「公共停車處」及已建成的「通往停車處行人走道」、「行人天橋連接段及支承件」、「行人天橋連接走道」及「有蓋行人天橋」，以保持其修繕妥當與狀態良好，全面令「署長」滿意。』

公契附表二第II部第4條訂明：-

『4. 所有公眾人士每日24小時任何時候有權自由步行或乘坐輪椅出入、往返、通行及上落特別條款第(34)(a)-(e)條、第(49)(c)條及第(35)(a)-(c)條分別所指的「24小時走道」、「公共停車處」、「通往停車處行人走道」、「行人天橋連接走道」(包括該處的電梯，而該等電梯應每日24小時運作)及「擬建行人天橋」，並無需支付任何性質的款項，以作所有合法用途。』

9. 維修及通行「現有公共運輸交匯處」

根據批地文件特別條款第(54)條，承批人須維修「現有公共運輸交匯處」，直至承批人自費以地政總署署長全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

根據批地文件特別條款第(54)條，承批人應允許所有政府及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。

注：因「現有公共運輸交匯處」已被拆除，於批地文件特別條款第(54)條下的義務已失效。因此，以圖則顯示上述設施的位置不是在切實可行範圍內的。

(I) 批地文件條款

(54)(a) 「承批人」現確認遵照本文特別條款第(5)(a)條規定接收和佔管該地段後，該地段內設有現存的「臨時公共運輸交匯處」，(包括南昌站之的士站)(以下簡稱「現有公共運輸交匯處」)，「承批人」承諾依照本特別條款(b)款規定維修「現有公共運輸交匯處」。倘因「現有公共運輸交匯處」的存在及其使用令「承批人」招致或蒙受任何損失、損害、滋擾或騷擾，「政府」概不承擔任何責任或法律責任。倘「現有公共運輸交匯處」的存在、其使用及嗣後拆卸又或因「承批人」、其傭僕、工人及承辦商就該處維修事務所作或遺漏作出的事項直接或間接引起或導致任何責任、索償、費用、索求、訴訟或其他法律程序，「承批人」須向「政府」賠償並確保其免責。

(b) 「現有公共運輸交匯處」除作公共運輸交匯處外，不得作任何其他用途，此外並須維持運作，直至「承批人」自費以「署長」全面滿意的方式完成深旺道外南昌站對面現有巴士停車處所有改造工程為止。

(c) 只要「現有公共運輸交匯處」是根據本特別條款(b)款之規定使用，「政府」可全權酌情隨時界定「現有公共運輸交匯處」或其任何部分的公眾用途。

(d) 「承批人」應允許所有「政府」及公眾車輛和行人不受限制地自由通行「現有公共運輸交匯處」。「政府」有絕對權利行使《道路交通條例》(香港法例第374章)及《公共巴士服務條例》(香港法例第230章)、其任何附屬規例及相關修訂法例就「現有公共運輸交匯處」賦予的權力。

(II) 公契條款

不適用。

C. 根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的休憩用地

根據批地文件規定，期數中的住宅物業的業主須自費管理、運作和維修為供公眾使用的休憩用地是不少於1,000平方米。

(I) 批地文件條款

(42 (a) (i) 「承批人」應按照「經批准的建築圖則」，自費以「署長」全面滿意的方式搭建、建造、提供和園景美化該地段內總面積不少於10,298平方米的一處或多處休憩用地(以下簡稱「私人休憩用地」)。

(ii) 本特別條款(a)(i)款所載「私人休憩用地」中應有不少於1,500平方米設於地面(「署長」就何謂地面所作的決定將作終論並對「承批人」約束)。

(iii) 本特別條款(a)(ii)款所載的1,500平方米「私人休憩用地」應有不少於1,000平方米為供公眾使用的園景美化露天廣場(以下簡稱「公眾用途私人休憩用地」),並須依照「署長」批准的樓層、標準和設計種植灌叢及樹木。

(b) (i) 「私人休憩用地」應在本文特別條款第(13)條所載的日期或之前建成並適宜使用。

(ii) 遵從本特別條款(a)(iii)及(c)款之規定,「私人休憩用地」除供現已或將會建於該地段的一座或多座建築物居民和彼等各真正來賓及訪客作康樂用途外,概不可作任何其他用途,從而達致彼等完善使用及享用該地段。

(c) 茲毋損本特別條款(d)款之一般規定,「承批人」應在「公眾用途私人休憩用地」竣工落成後和於本文協定批授的整個年期內:

(i) 維持「公眾用途私人休憩用地」每日24小時開放供所有公眾人士免費及不受阻撓地使用與享用;及

(ii) 自費以「署長」滿意的方式在顯眼地點張貼告示,向公眾說明「公眾用途私人休憩用地」開放供公眾使用,並列明開放時間及「署長」不時指定的其他相關資料。

(d) 於本文協定批授的整個年期內,「承批人」應自費以「署長」全面滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處所有物件。

(e) 如「承批人」並未於本特別條款(b)款所訂明期限內履行本特別條款(a)、(b)及(d)款訂明「承批人」須就「公眾用途私人休憩用地」承擔的責任,「政府」可執行「公眾用途私人休憩用地」的必要工程,費用由「承批人」承擔。「承批人」須在「政府」通知時支付相等於有關費用的款項,金額由「署長」指定,而其決定將作終論並對「承批人」約束。

(f) 茲為執行本特別條款(e)款所述工程,「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員有權於所有合理時間自由及不受阻撓地進入該地段或其任何部分和現已或將會建於該處的任何一座或多座建築物。倘因「承批人」履行本特別條款(a)、(b)、(c)及(d)款訂明的責任或處理附帶於此等權利之事宜或因「政府」行使本特別條款(e)款等所訂權利或其他而令「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或騷擾,「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員概毋須就此承擔責任,「承批人」亦不可就此等損失、損害、滋擾或騷擾向「政府」、其人員、傭僕及代理或獲其授權之其他人員索償。

(g) 計算本文特別條款第(17)(d)條訂明的樓面總面積時,不會計入「公眾用途私人休憩用地」。

(h) 現明確協議、聲明及訂明,本文特別條款第(42)(c)條訂明的「承批人」責任純屬「承批人」與「政府」之間的合約,「承批人」或「政府」均無意劃定或同意劃定「公眾用途私人休憩用地」供公眾使用。

(i) 現明確協議及聲明,本文特別條款第(42)(c)條訂明的「承批人」合約責任,概不構成任何預期或申索,以致可根據或鑒於《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文或其他等獲得額外上蓋面積或地積比率的優惠或權利。為免存疑,「承批人」現明確表示放棄《建築物(規劃)規例》第22(1)條規例或其任何修訂、取代條文項下額外上蓋面積或地積比率相關優惠或權利的任何及所有申索權。

(j) 倘「承批人」、其傭僕、工人及承辦商作出或遺漏作出任何關乎平整、建造、修理和維修「公眾用途私人休憩用地」的事項,以致引起或招致任何性質的法律責任及訴訟、法律程序、費用、索償、開支、損失、損害、收費及索求,「承批人」現承諾向「政府」、其人員、代理、承辦商、工人或其他正式獲授權人員賠償並確保彼等免責。

(II) 公契條款

公契第B部分規定:-

『在本公契中,除文意另有規定外,以下詞語和語句具有以下賦予的涵義:-

…

「公眾用途私人休憩用地」

是指按照特別條款第(42)(a)(iii)條在地面作為供公眾使用的園景露天廣場並且構成「商業樓宇」一部分的部分「私人休憩用地」(不少於1,000平方米);

…』

公契E部分第15條訂明:-

『15.「商業樓宇」的「業主」應按照「政府批地書」特別條款第(42)(d)條的規定,自費以「署長」滿意的方式維護、保養、維修和管理「公眾用途私人休憩用地」及該處任何構築物、設施和裝置。』

公契I部第1(b)(xvii)條訂明:-

『(b) 茲在任何方面毋損前述之一般性,「管理人」擁有以下權力及應承擔以下責任,即:-

…

(xvii) 管理、控制和監督「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」);就有關於對「私人康樂區及設施」和「私人休憩用地」使用者應負之責任購買保險;制定、修改及實施有關「私人康樂區及設施」和「私人休憩用地」使用者、使用時間、使用收費及所有相關事宜的規例,但「管理人」應將構成管理基金一部分的所有收費和收入用於對各項設施的管理、維修、保養和改善。』

公契J部第1(n)條訂明:-

『1. 就「管理人」管理「屋苑」和履行其任何職責或行使任何權力而必需和合理地產生的費用、收費及開支,應包括但不限於以下各項,且各「業主」應按照以下規定的方式支付:-

(n) 保養、運作、人手編制、投保的費用以及與「私人康樂區及設施」和「私人休憩用地」(不包括「公眾用途私人休憩用地」)有關的其他所有費用;』

公契附表二第II部分第5條訂明:-

『5. 所有公眾人士每日24小時任何時候免費及不受阻撓地使用「公眾用途私人休憩用地」的權利。』

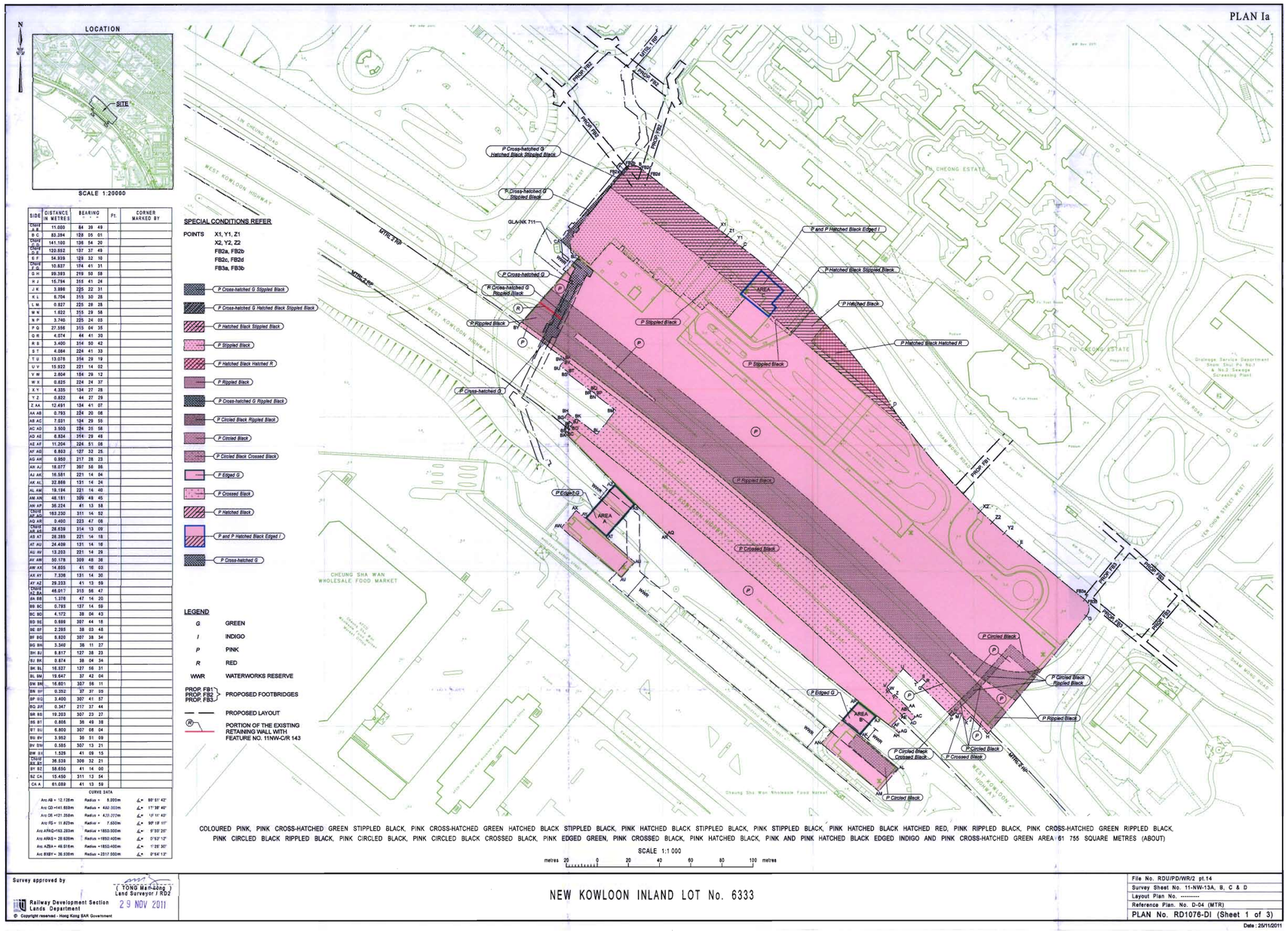
D. 根據《建築物(規劃)規例》(第123章附屬法例F)第22(1)條規例，專供公眾使用土地的任何部分(期數座落的位置)

不適用。

就上述A、B和C段提及供公眾使用的任何設施和休憩用地，及該土地的部分，公眾有權按照批地文件使用設施或休憩用地或土地的部分。

圖例

- 粉紅色加綠交叉線加黑點
- 粉紅色加綠交叉線間黑斜線加黑點
- 粉紅色間黑斜線加黑點
- 粉紅色加黑點
- 粉紅色間黑斜線間紅斜線
- 粉紅色加黑波紋線
- 粉紅色間綠交叉線加黑點
- 粉紅色加黑圈黑波紋線
- 粉紅色加黑圈
- 粉紅色加黑圈黑交叉線
- 粉紅色綑綠邊
- 粉紅色間黑交叉線
- 粉紅色間黑斜線
- 粉紅色及粉紅色間黑斜線綑靛藍邊
- 粉紅色加綠交叉線



PLAN Ib

N

LOCATION



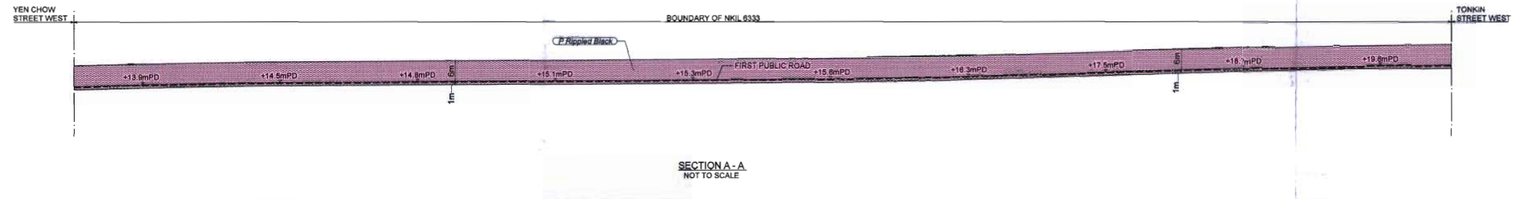
SCALE 1:20000

SPECIAL CONDITIONS REFER

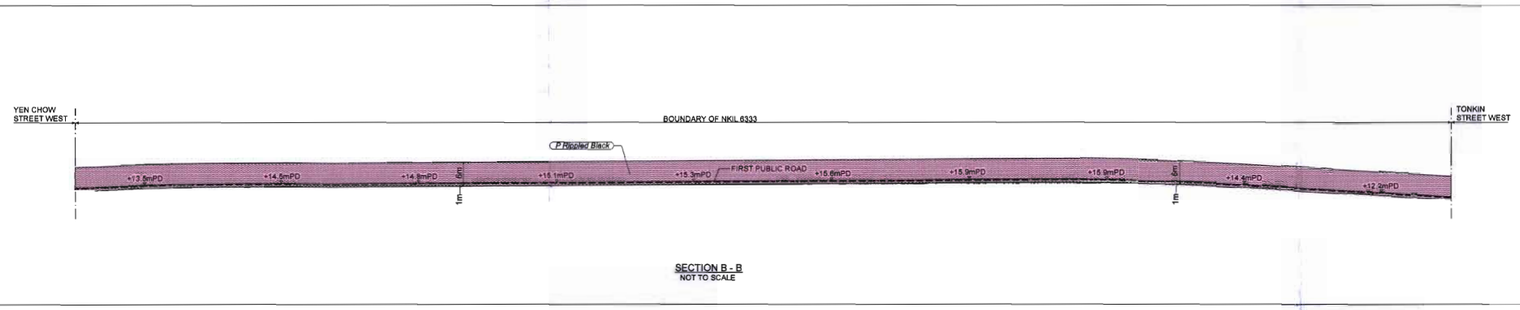
P Circled Black
P Rippled Black
P Circled Black Rippled Black

LEGEND

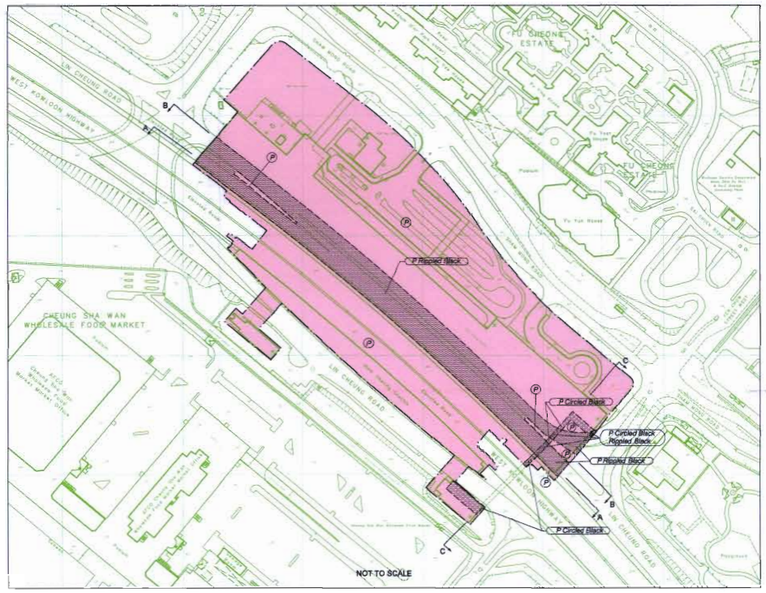
P PINK
mPD HONG KONG PRINCIPAL DATUM (METRE)

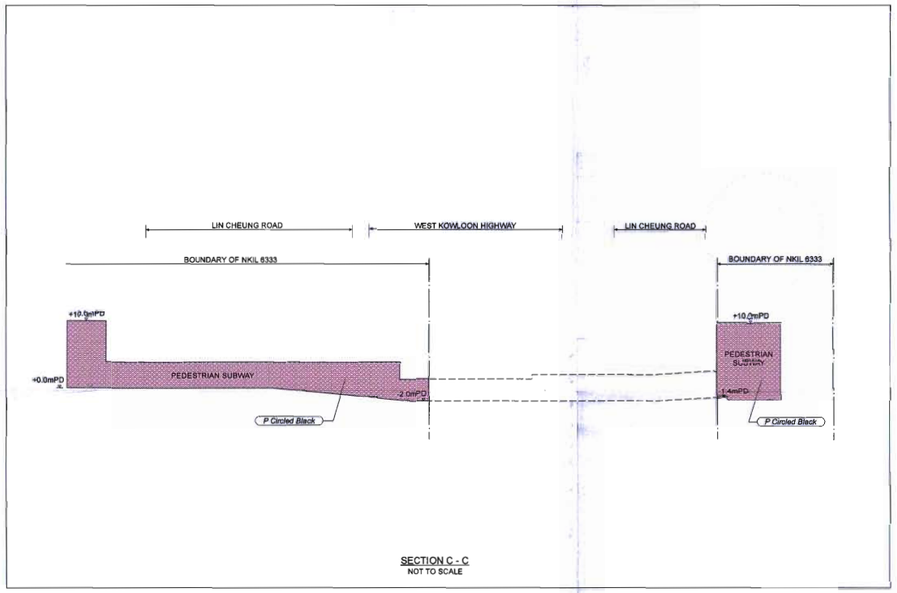


SECTION A - A
NOT TO SCALE



SECTION B - B
NOT TO SCALE





SECTION C - C
NOT TO SCALE

* PRD9001/T/NAC/MTR/A00/17/A1 (MTR)
PRD9001/T/NAC/MTR/A00/18/A1 (MTR)
PRD9001/T/NAC/MTR/A00/19/A1 (MTR)
PRD9001/T/NAC/MTR/A00/20/A1 (MTR)
DD400/03/C19/012/Z/3 (KCR)
D-04 (MTR)

FOR IDENTIFICATION PURPOSES ONLY
Railway Development Section
Lands Department
Plan Prepared by Railway Development Survey Unit
© Copyright reserved - Hong Kong SAR Government

NEW KOWLOON INLAND LOT No. 6333

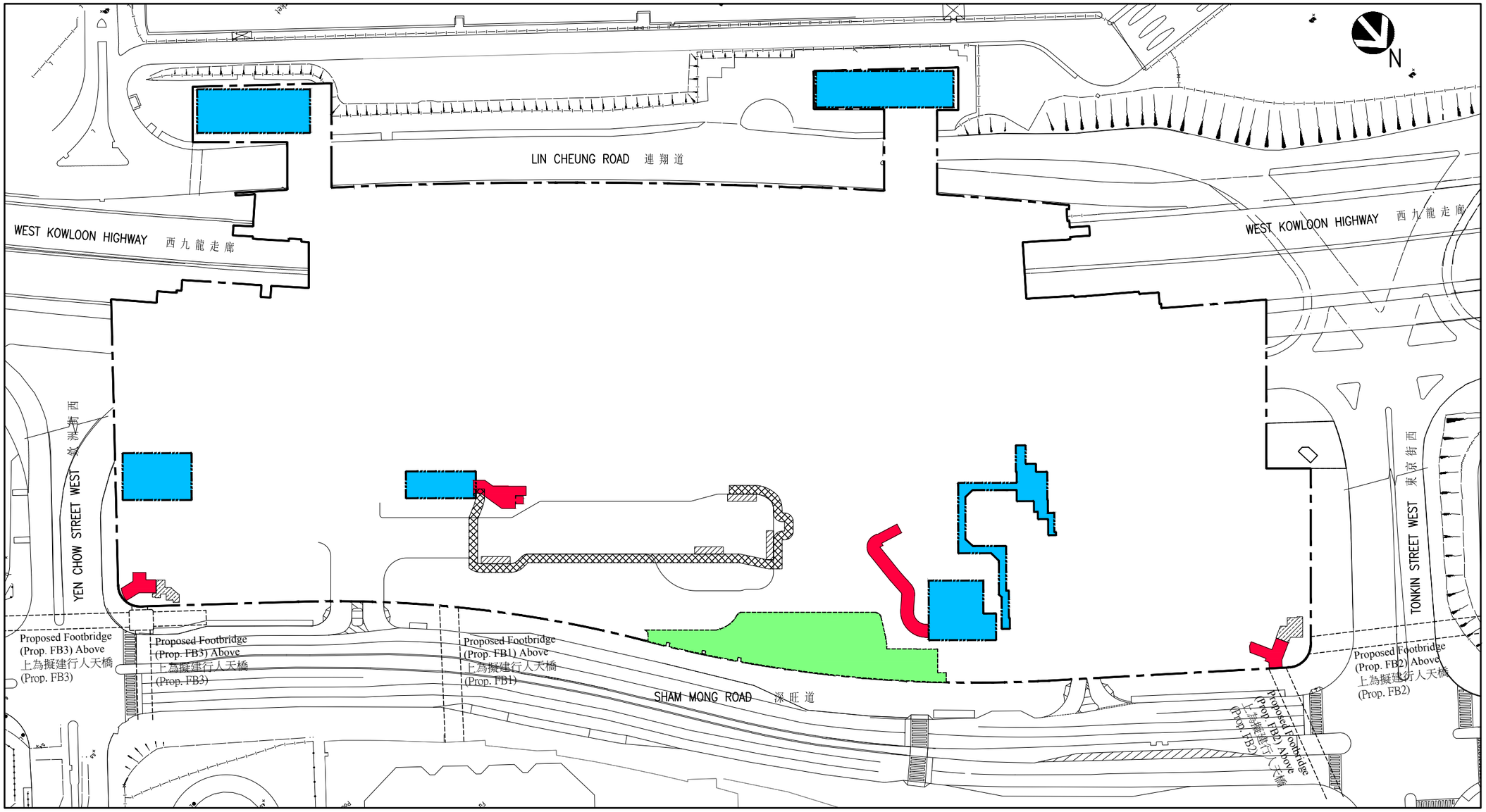
File No. RDU/PD/WR/2 pt.14
Survey Sheet No. 11-NW-13A, B, C & D
Layout Plan No. ---------
Reference Plan No. *
PLAN No. RD1076-DI (Sheet 2 of 3)

Legend

粉紅色加黑圈　粉紅色加黑波紋線　粉紅色加黑圈黑波紋線

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

G/F Floor Plan
地下樓面平面圖



Boundary Line of the Development
發展項目邊界線

Private Open Space for Public Use
公眾用途私人休憩用地

Entrance and Exit for Accessing Nam Cheong Station
通行南昌站出入口

Footbridge Links
行人天橋連接走道

Pedestrian Walkway To Lay-By
通往停車處行人走道

Lay-By
公共停車處

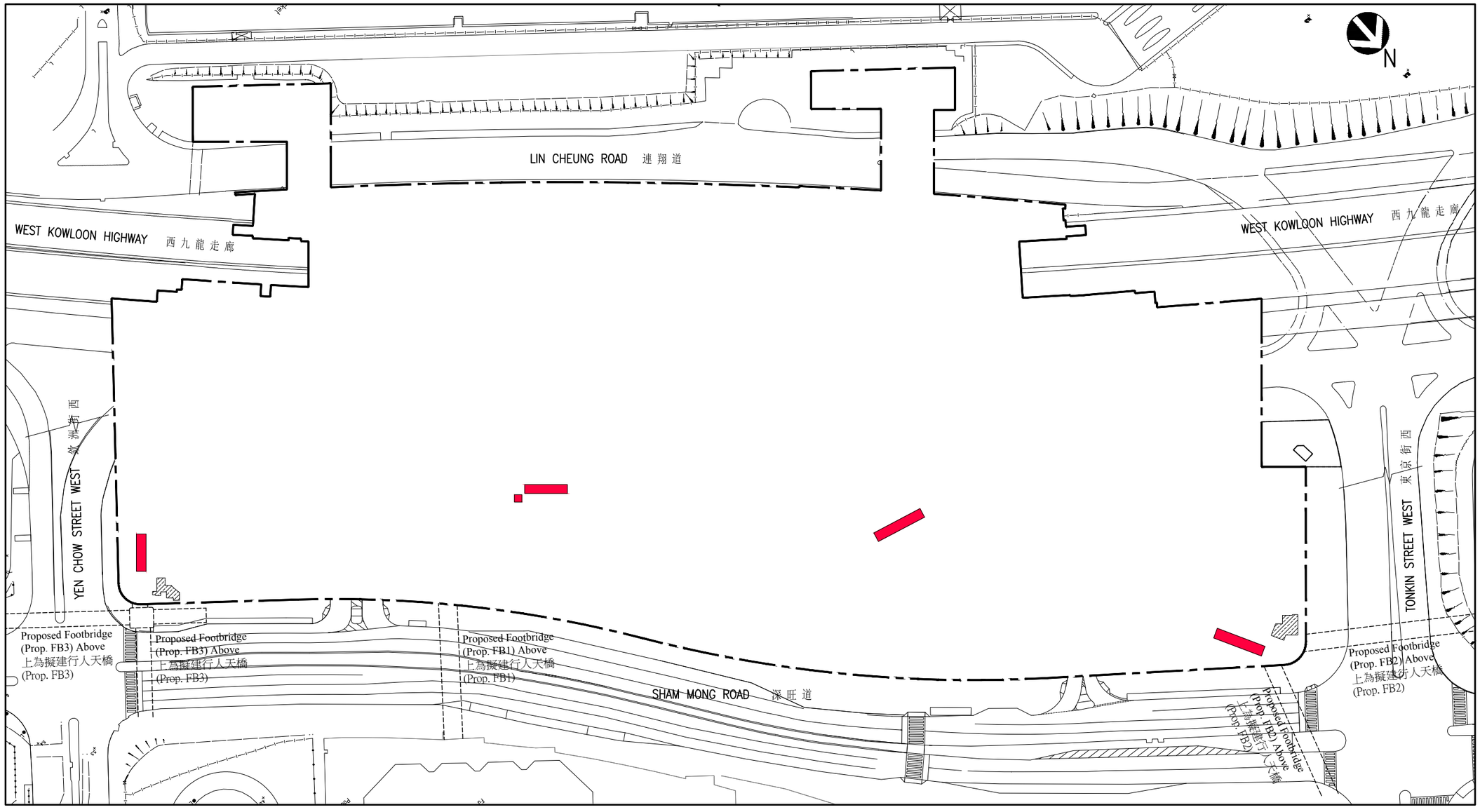
24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

AR53

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

1/F Floor Plan
1樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

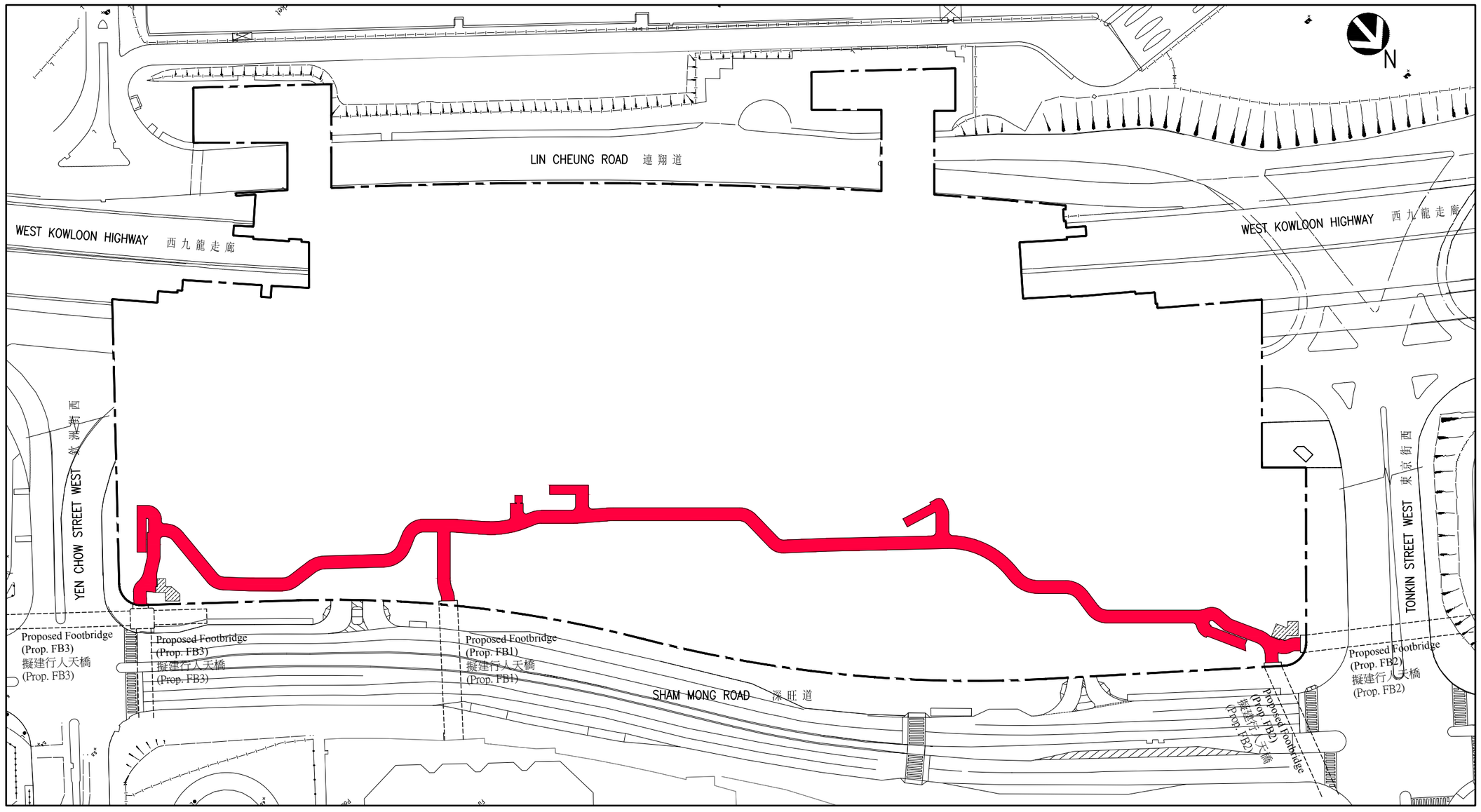
Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

INFORMATION ON PUBLIC FACILITIES AND PUBLIC OPEN SPACES
公共設施及公眾休憩用地的資料

2/F Floor Plan
2樓樓面平面圖



Boundary Line of the Development
發展項目邊界線

Footbridge Links
行人天橋連接走道

24-hour Walkway
24小時走道

Scale
比例尺: 0 20 40
Metres 米

AR55

WARNING TO PURCHASERS
對買方的警告

a. The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the Owner) to act for the purchaser in relation to the transaction.

b. If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.

c. If the purchaser instructs the firm of solicitors acting for the Owner to act for the purchaser as well, and a conflict of interest arises between the Owner and the purchaser,
   (i) that firm may not be able to protect the purchaser's interests; and
   (ii) the purchaser may have to instruct a separate firm of solicitors; and
   (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.

a. 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。

b. 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。

c. 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突－
   (i) 該律師事務所可能不能夠保障買方的利益；及
   (ii) 買方可能要聘用一間獨立的律師事務所；及
   (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

AS

This page is left blank intentionally

此頁保留空白

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Tower 3 (3A&3B)
第3座 (3A及3B)



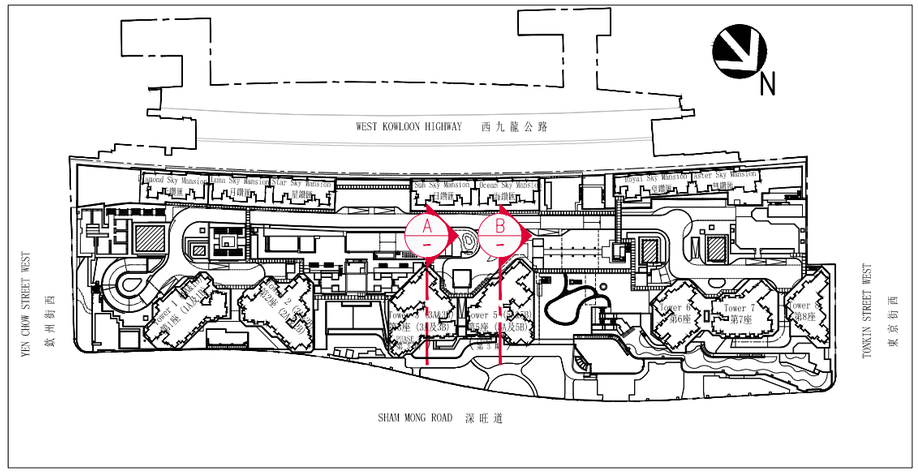
Cross - Section A
橫截面 A

Tower 5 (5A&5B)
第5座 (5A及5B)



Cross - Section B
橫截面 B

KEY PLAN
指示圖



1. ⸺·⸺·⸺ Dotted line denotes the level of the lowest residential floor.
虛線代表最低住宅樓層水平。

2. The part of Sham Mong Road adjacent to the building is 5.500 metres to 7.500 metres above the Hong Kong Principal Datum.
毗連建築物的一段深旺道為香港主水平基準以上5.500米至7.500米。

3. The part of Emergency Vehicular Access (EVA) adjacent to the building is 26.500 metres to 26.700 metres above the Hong Kong Principal Datum.
毗連建築物的一段緊急車輛通道為香港主水平基準以上26.500米至26.700米。

4. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
▽ 或 △ 代表香港主水平基準以上的高度(米)。

CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Tower 3 (3A&3B)
第3座 (3A及3B)

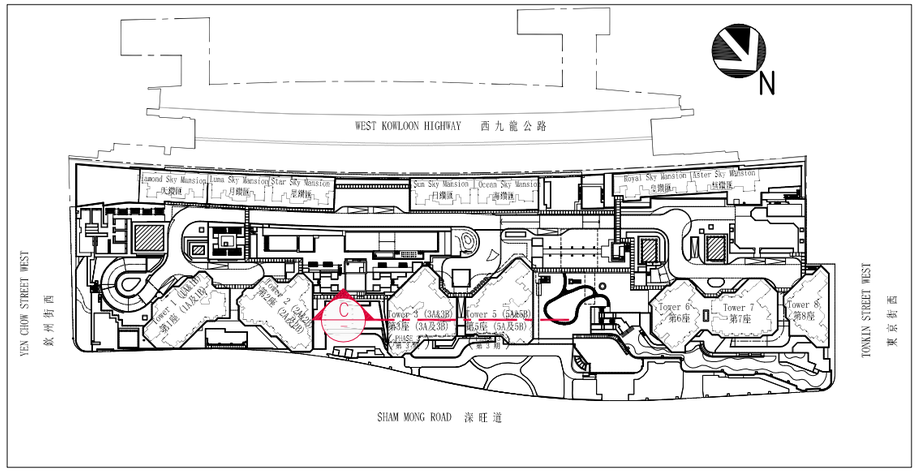


Tower 5 (5A&5B)
第5座 (5A及5B)



Cross - Section C
橫截面 C

KEY PLAN
指示圖



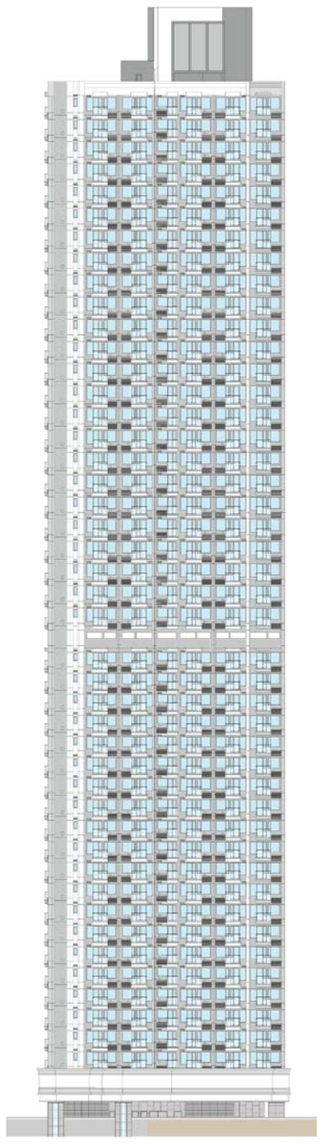
1. ━·━·━ Dotted line denotes the level of the lowest residential floor.
虛線代表最低住宅樓層水平。

2. The part of Emergency Vehicular Access (EVA) adjacent to the building is 26.500 metres to 26.700 metres above the Hong Kong Principal Datum.
毗連建築物的一段緊急車輛通道為香港主水平基準以上26.500米至26.700米。

3. ▽ or △ denotes height (in metres) above the Hong Kong Principal Datum.
▽ 或 △ 代表香港主水平基準以上的高度(米)。

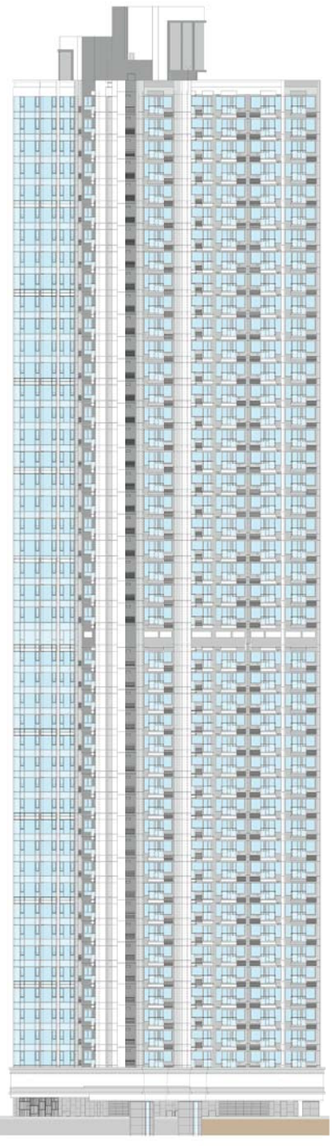
ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 3 (3A&3B)
第3座 (3A及3B)



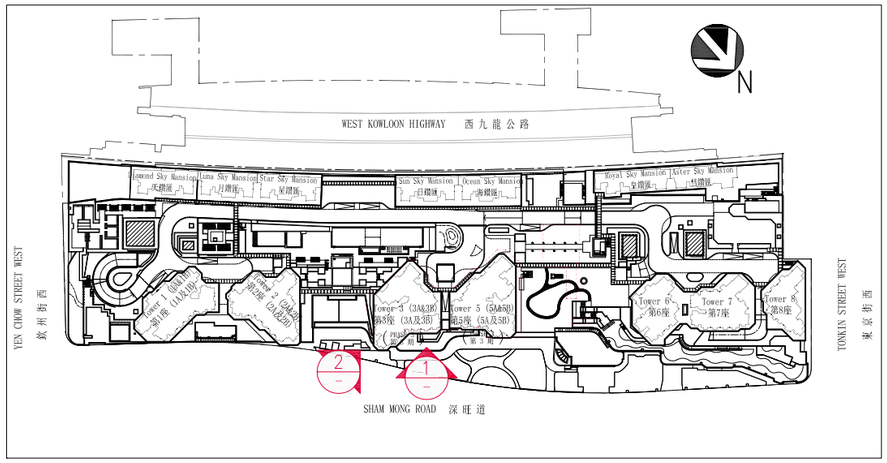
Elevation 1
立面 1

Tower 3 (3A&3B)
第3座 (3A及3B)



Elevation 2
立面 2

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 2 August 2017; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2017年8月2日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

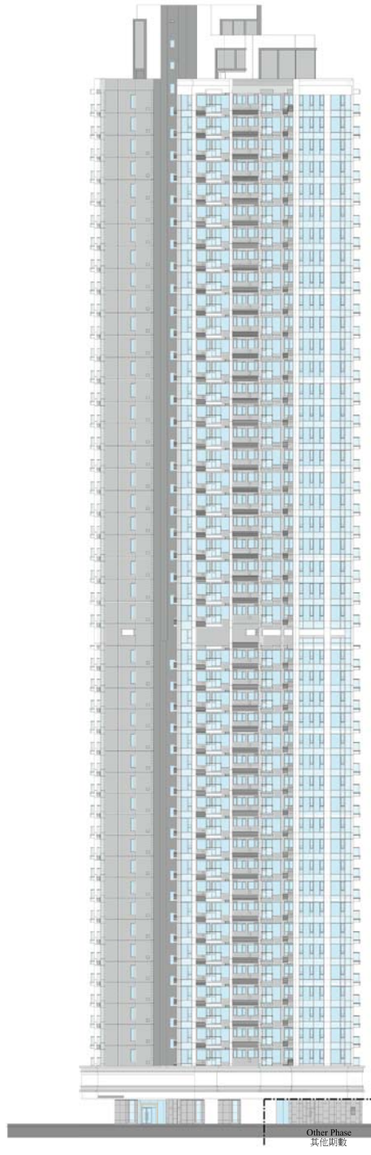
ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 3 (3A&3B)
第3座 (3A及3B)



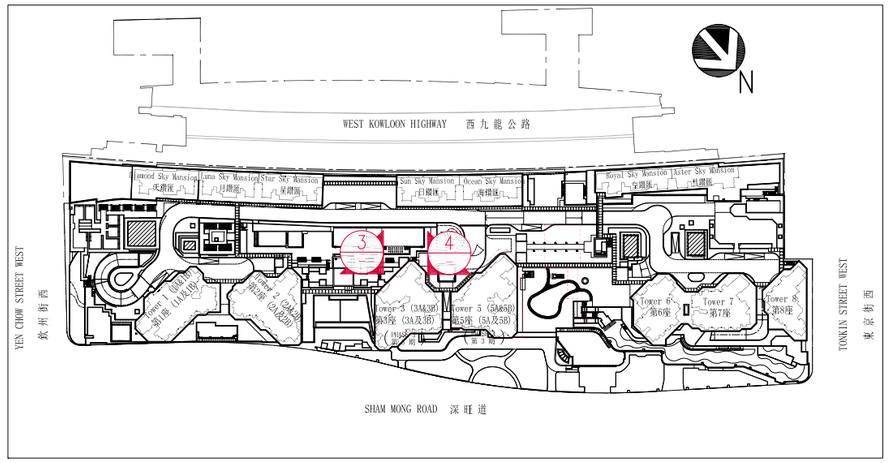
Elevation 3
立面 3

Tower 3 (3A&3B)
第3座 (3A及3B)



Elevation 4
立面 4

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 2 August 2017; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2017年8月2日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 5 (5A&5B)
第5座 (5A及5B)



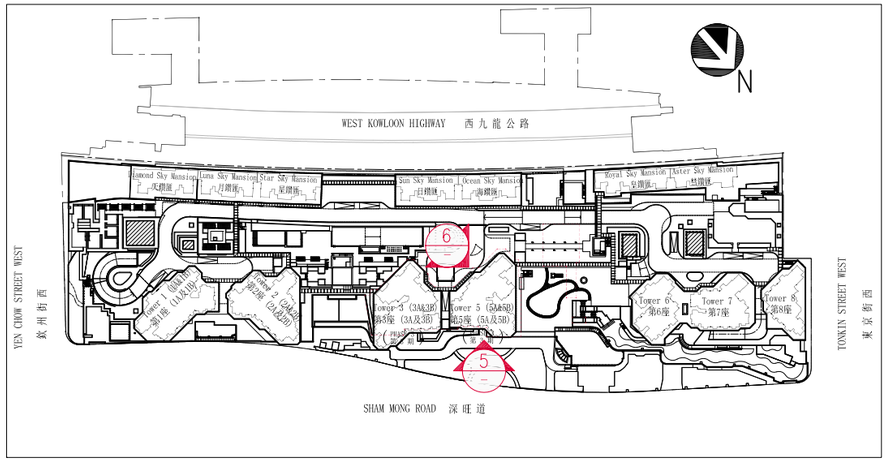
Elevation 5
立面 5

Tower 5 (5A&5B)
第5座 (5A及5B)



Elevation 6
立面 6

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 2 August 2017; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2017年8月2日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

ELEVATION PLAN FOR THE PHASE
期數中的立面圖

Tower 5 (5A&5B)
第5座 (5A及5B)



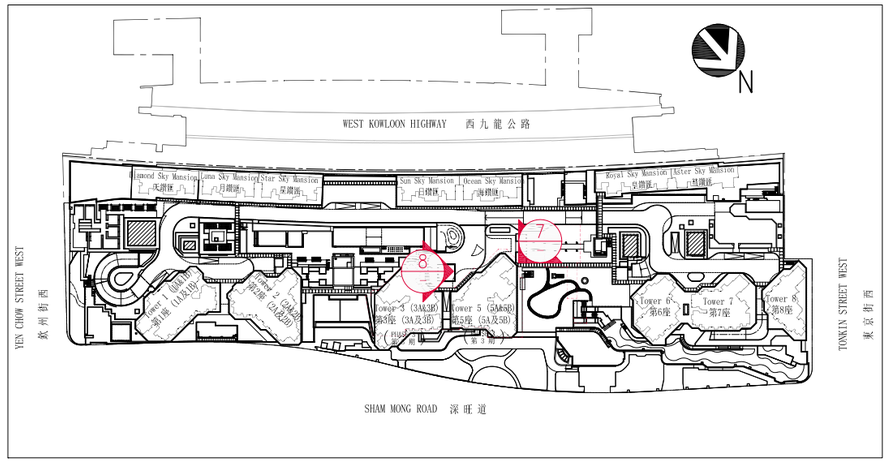
Elevation 7
立面 7

Tower 5 (5A&5B)
第5座 (5A及5B)



Elevation 8
立面 8

KEY PLAN
指示圖



Authorized Person for the Phase certified that the elevations shown on this plan:
(a) are prepared on the basis of the approved building plans for the Phase as of 2 August 2017; and
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士證明本圖顯示的立面：
(a) 以2017年8月2日的情況為準的期數的經批准的建築圖則為基礎擬備；及
(b) 大致上與期數的外觀一致。

INFORMATION ON COMMON FACILITIES IN THE PHASE
期數中的公用設施的資料

Description 描述		Covered 有蓋	Uncovered 露天	Total Area 總面積
Residents' clubhouse (including any recreational facilities for residents' use) 住客會所 (包括任何供住客使用的康樂設施)	sq. ft. 平方呎	-	-	-
	sq. m. 平方米	-	-	-
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	sq. ft. 平方呎	394	12083	12476
	sq. m. 平方米	36.581	1122.503	1159.084
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	sq. ft. 平方呎	16013	5614	21626
	sq. m. 平方米	1487.617	521.528	2009.145

Note: Areas in square meters as specified above are based on the latest approved building plans. Areas in square feet are converted at a rate of 1 square meter to 10.764 square feet and rounded off to the nearest integer.
備註: 上述所列以平方米顯示之面積乃依據最近的經批准的建築圖則。 以平方呎顯示之面積均依據1平方米=10.764平方呎換算，並四捨五入至整數。

INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱覽圖則及公契

1. A copy of the outline zoning plan relating to the development is available at www.ozp.tpb.gov.hk.

2. A copy of the deed of mutual covenant in respect of the residential property that has been executed and every deed of mutual covenant in respect of the residential property is available for inspection at the place at which the residential property is offered to be sold.

3. The inspection is free of charge.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為www.ozp.tpb.gov.hk。

2. 關於住宅物業的已簽立的公契及每一公契的文本存放在住宅物業的售樓處，以供閱覽。

3. 無須為閱覽付費。

FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

1. EXTERIOR FINISHES

Item	Description				
(a) External wall	Type of finishes	Curtain wall, window, metal louvre, aluminum cladding, glass cladding and external wall ceramic tiles			
(b) Window	Material of frame	Aluminum window frame			
	Material of glass	Insulated-Glass-Unit (IGU) glass panels with low-E coating, single glazing with acid-etched finish and single glazing (if applicable)			
(c) Bay window	Material of bay window	Not applicable			
	Material of window sill finishes	Not applicable			
(d) Planter	Type of finishes	Not applicable			
(e) Verandah or Balcony	Type of finishes	Balcony			
		Floor	Curb	Wall	Ceiling
		Homogeneous tiles	Homogeneous tiles, natural stone and aluminum claddings	Aluminum framed laminated tempered glass balustrade, ceramic tiles and aluminum claddings	Aluminum ceiling; Acoustic aluminum ceiling at acoustic balcony
		Verandah : Not applicable			
	Whether it is covered	Balcony : All balconies are covered Verandah : Not applicable			
(f) Drying facilities for clothing	Type and material	Not applicable			

2. INTERIOR FINISHES

Item	Description			
(a) Lobby	Type of wall, floor and ceiling finishes			
		Wall	Floor	Ceiling
	Residential shuttle lift lobby at G/F, 2/F and 5/F	Natural stone, laminated glass, vinyl wall covering, mirror and metal	Natural stone	Gypsum board with emulsion paint and metal
	Lift lobby of residential entrance at 5/F Tower 3 (3A & 3B) and Tower 5 (5A & 5B)	Natural stone, laminated glass, vinyl wall covering, mirror and metal	Natural stone	Gypsum board with emulsion paint, plastic laminate and metal
	Lift lobby of typical floor Tower 3 (3A) and Tower 5 (5A)	Natural stone, porcelain tiles, laminated glass, mirror, metal, plastic laminate, wood veneer and wooden venetian blinds	Natural stone	Gypsum board with emulsion paint, plastic laminate and metal
	Lift lobby of typical floor Tower 3 (3B) and Tower 5 (5B)	Natural stone, porcelain tiles, laminated glass, mirror, metal, plastic laminate, vinyl wall covering and wooden venetian blinds	Natural stone, porcelain tiles and metal	Gypsum board with emulsion paint and metal
	Fireman's lift lobby on typical floor Tower 3 (3A & 3B) and Tower 5 (5A & 5B)	Ceramic tiles	Non-slip homogenous tiles	Emulsion paint

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

2. INTERIOR FINISHES

Item	Description		
(b) Internal wall and ceiling	Type of wall and ceiling finishes for living room, dining room and bedroom		
		Wall	Ceiling
	Living room and Dining room	Emulsion paint where exposed Emulsion paint where exposed and wood veneer: Flats A and D on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3B); Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5B) Emulsion paint where exposed, wood veneer and metal: Flat D on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3A); Flats B, C, E, F, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3B); Flats A, B, D, G and H on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5B) Emulsion paint where exposed, wood veneer, metal and mirror: Flat C on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3A); Emulsion paint where exposed, wood veneer, plastic laminate, metal and mirror: Flats G and K on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3B); Flats C, E, F and J on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5B)	Emulsion paint where exposed and gypsum board bulkhead in emulsion paint
	Bedroom	Emulsion paint where exposed Emulsion paint where exposed, wood veneer and reconstituted stone: Flats B, C, E, F, H and J on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3B); Flats A, D, G and H on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5B)	Emulsion paint where exposed and gypsum board bulkhead in emulsion paint

Item	Description		
(b) Internal wall and ceiling	Type of wall and ceiling finishes for living room, dining room and bedroom		
		Wall	Ceiling
	Bedroom	Emulsion paint where exposed and wood veneer Flats B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5B)	Emulsion paint where exposed and gypsum board bulkhead in emulsion paint
	Wall finishes run up to false ceiling and gypsum board bulkhead		
(c) Internal floor	Material of floor and skirting for living room, dining room and bedroom		
		Floor	Skirting
	Living room and Dining room	Porcelain tiles Engineered timber flooring, reconstituted stone and metal: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3A); Flats A, B and C on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5A)	Timber skirting
	Bedroom	Porcelain tiles Engineered timber flooring: Flats A and B on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3A); Flats A, B and C on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5A) Engineered timber flooring, reconstituted stone and metal: B.R.1 in Flat A on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3A) Engineered timber flooring and metal: Flats C and D on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3A); Flats A and D on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 3 (3B); Flat K on 6/F to 12/F, 15/F to 23/F, 25/F to 28/F, 30/F to 33/F, 35/F to 43/F, 45/F to 53/F and 55/F to 56/F of Tower 5 (5B)	Timber skirting

The Vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.