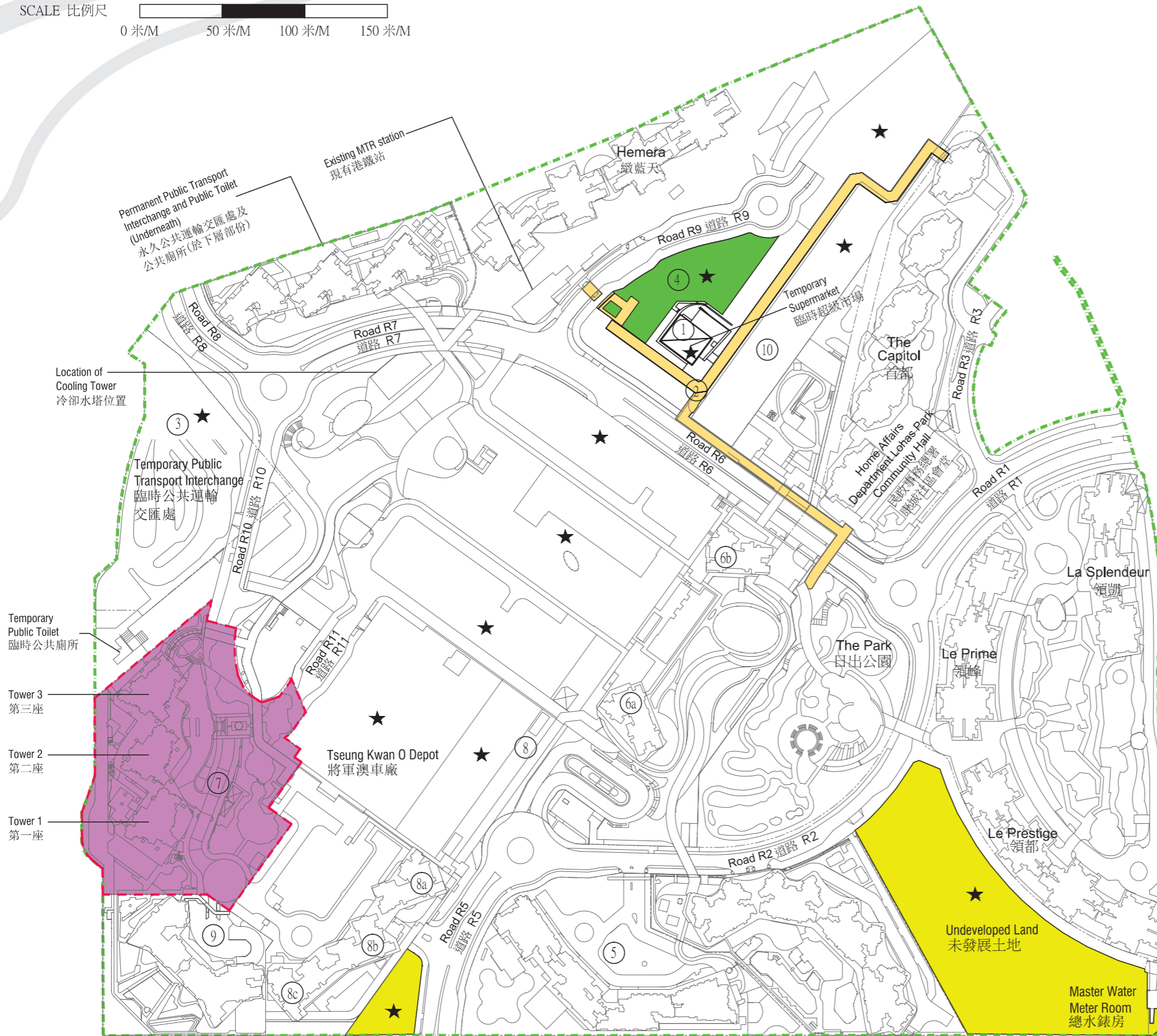


發展項目的布局圖
Layout plan of the Development

SCALE 比例尺
0 米/M 50 米/M 100 米/M 150 米/M



圖例 LEGEND

- 本發展項目邊界
Boundary of the Development
- ▬ 臨時行人通道 (橙色)
Temporary Pedestrian Walkway (Coloured Orange)
- 臨時休憩用地 (綠色)
Temporary Open Space (Coloured Green)
- 未發展土地 (黃色)
Undeveloped Land (Coloured Yellow)
- 期數 (紫色)
The Phase (Coloured Purple)

備註：發展項目內的建築物及設施將來可能會有所變化，並以政府有關部門的批核為準。

Remark: There may be future changes to the above buildings and facilities in the Development subject to the final approval by the relevant Government authorities.

1. 臨時超級市場為現有設施，其未來用途或將有所改變。有關設施有可能被移除。
 2. 臨時行人通道(圖中橙色部分)為現有設施，其未來用途或將有所改變。有關設施有可能被移除。
 3. 臨時公共運輸交匯處及臨時公共廁所為現有設施，其未來用途或將有所改變。有關設施有可能被移除。
 4. 臨時休憩用地(圖中綠色部分)為現有設施，其未來用途或將有所改變。有關設施有可能被移除。
 5. 地盤N的發展項目的認可人士提供該項目的預計落成日期為2020年5月31日。
 - 6a. 位於地盤C1的發展項目第VIIA期的認可人士提供該等項目的預計落成日期為2021年1月31日。
 - 6b. 位於地盤C1的發展項目第VIIB期的認可人士提供該項目的預計落成日期為2021年4月30日。
 7. 位於地盤H的期數(圖中紫色部分)、有關道路及休憩用地的認可人士提供該等項目的預計落成日期為2021年6月30日。
 8. 地盤J的餘下部分(除位於地盤J的發展項目第IXA期、第IXB期及第IXC期外)、道路R4(部分)及其上蓋(部分)的認可人士提供該等項目的預計落成日期為2021年3月31日。
 - 8a. 位於地盤J的發展項目第IXA期的認可人士提供該項目預計落成日期為2021年3月31日。
 - 8b. 位於地盤J的發展項目第IXB期的認可人士提供該項目的預計落成日期為2021年6月30日。
 - 8c. 位於地盤J的發展項目第IXC期的認可人士提供該項目的預計落成日期為2021年9月30日。
 9. 地盤I的發展項目的認可人士提供該項目的預計落成日期為2022年4月30日。地盤M(部分)的發展項目的認可人士提供該項目的預計落成日期為2021年8月31日。
 10. 地盤M(部分)的發展項目的認可人士提供該項目的預計落成日期為2021年6月30日。
- ★ 未發展土地(圖中黃色部分)及未發展地盤之規劃用途將包括住宅、休憩用地及政府、機構或社區設施。

1. Temporary Supermarket is an existing facility and its future use is subject to change. The relevant facilities are also subject to removal.
2. Temporary Pedestrian Walkways (coloured orange on the plan) are existing facilities and their future uses are subject to change. The relevant facilities are also subject to removal.
3. Temporary Public Transport Interchange and Temporary Public Toilet are existing facilities and their future uses are subject to change. The relevant facilities are also subject to removal.
4. Temporary Open Space (coloured green on the plan) is an existing facility and its future use is subject to change. The relevant facilities are also subject to removal.
5. The estimated date of completion of Site N is 31 May 2020 as provided by the authorised person for the said development.
- 6a. The estimated date of completion of the Phase VIIA of the Development located in Site C1 is 31 January 2021 as provided by the authorized person for the said development.
- 6b. The estimated date of completion of Phase VIIB of the Development located in Site C1 is 30 April 2021 as provided by the authorized person for the said development.
7. The estimated date of completion of the Phase (located within Site H) (coloured purple on the plan), associated estate road and open space is 30 June 2021 as provided by the authorised person for the Phase.
8. The estimated date of completion of the remaining part of Site J (excluding the Phase IXA, Phase IXB and Phase IXC of the Development located in Site J), Road R4 (part) and Road R4 deck (part) is 31 March 2021 as provided by the authorised person for the said developments.
- 8a. The estimated date of completion of Phase IXA of the Development located in Site J is 31 March 2021 as provided by the authorised person for the said development.
- 8b. The estimated date of completion of Phase IXB of the Development located in Site J is 30 June 2021 as provided by the authorised person for the said development.
- 8c. The estimated date of completion of Phase IXC of the Development located in Site J is 30 September 2021 as provided by the authorised person for the said development.

9. The estimated date of completion of Site I is 30 April 2022 as provided by the authorised person for the said development. The estimated date of completion of Site M (part) is 31 August 2021 as provided by the authorised person for the said development.
 10. The estimated date of completion of Site M (part) is 30 June 2021 as provided by the authorised person for the said development.
- ★ For Undeveloped Land (coloured yellow on the plan) and undeveloped sites, the intended uses include residential, open space and Government, Institution or Community uses.

GLOSSARY 詞彙表

A.A.F = Aluminium Architectural Feature 鋁質建築裝飾

A.C.P. = Air-conditioning Platform 冷氣機平台

ACCESS PANEL AT 17/F ONLY = 只設於17樓之快拆門

ACCESS PANEL AT 41/F ONLY = 只設於41樓之快拆門

ACCESS PANEL AT 63/F ONLY = 只設於63樓之快拆門

ARCHITECTURAL FEATURE = 建築裝飾

B.R. = Bedroom 睡房

B.R. 1 = Bedroom 1 睡房1

B.R. 2 = Bedroom 2 睡房2

B.R. 3 = Bedroom 3 睡房3

BAL = Balcony 露台

BATH = Bathroom 浴室

BATH 1 = Bathroom 1 浴室1

BATH 2 = Bathroom 2 浴室2

BATH 3 = Bathroom 3 浴室3

C.D. = Cable Duct 電線槽

C.L. = Cat Ladder 維修爬梯

DN. = Down 落

DIN. = Dining Room 飯廳

DOG HOUSE = 機電箱

E.A.D. = Exhaust Air Duct 排氣管道

E.L.V. = Extra Low Voltage Cable Duct 特低壓電線槽

E.M.R. = Electricity Meter Room 電錶房

ELECT. RM. = Electrical Room 電線房

EN SUITE = 套房

F.A.D. = Fresh Air Duct 鮮風管道

F.H. = Fire Hydrant 消防栓

FIREMAN LIFT LOBBY = 消防員升降機大堂

FLAT ROOF = 平台

H.R. = Hose Reel 消防喉轆

KIT. = Kitchen 廚房

LAV. = Lavatory 洗手間

LIFT = 升降機

LIFT LOBBY = 升降機大堂

LIFT VENT = 升降機通風

LIGHT WELL = 光井

LIV. = Living Room 客廳

M.B.R. = Master Bedroom 主人睡房

METAL PLATFORM = 金屬工作台

METAL PLATFORM AT 6/F, 10/F, 15/F, 19/F, 23/F, 28/F, 32/F & 37/F = 設於6樓、10樓、15樓、19樓、23樓、28樓、32樓及37樓之金屬工作台

METAL PLATFORM AT 6/F, 9/F, 15/F, 23/F & 28/F = 設於6樓、9樓、15樓、23樓及28樓之金屬工作台

METAL PLATFORM AT 37/F, 41/F, 46/F, 50/F, 55/F & 59/F = 設於37樓、41樓、46樓、50樓、55樓及59樓之金屬工作台

METAL PLATFORM AT 42/F, 47/F, 51/F, 56/F & 60/F = 設於42樓、47樓、51樓、56樓及60樓之金屬工作台

METAL PLATFORM AT 63/F & 67/F = 設於63樓及67樓之金屬工作台

METAL PLATFORM AT 63/F & 68/F = 設於63樓及68樓之金屬工作台

OPEN KIT. = Open Kitchen 開放式廚房

P.D. (E) = Pipe Duct 管道槽

PART PLAN - 6/F, 7/F, 9/F, 10/F, 12/F, 15/F, 17/F, 18/F, 20/F, 21/F, 23/F, 25/F, 27/F, 28/F, 30/F = 局部圖則 — 6樓、7樓、9樓、10樓、12樓、15樓、17樓、18樓、20樓、21樓、23樓、25樓、27樓、28樓、30樓

PART PLAN - 6/F, 7/F, 9/F, 10/F, 12/F, 15/F, 18/F, 20/F, 21/F, 23/F, 25/F, 27/F, 28/F, 30/F, 31/F, 33/F, 35/F, 37/F AND 38/F = 局部圖則 — 6樓、7樓、9樓、10樓、12樓、15樓、18樓、20樓、21樓、23樓、25樓、27樓、28樓、30樓、31樓、33樓、35樓、37樓及38樓

PART PLAN - 31/F = 局部圖則 — 31樓

PART PLAN - 39/F = 局部圖則 — 39樓

PART PLAN - 41/F = 局部圖則 — 41樓

PART PLAN - 63/F = 局部圖則 — 63樓

PIPE WELL = 管井

R.S.M.R.R. = Refuse Storage and Material Recovery Room 垃圾及物料回收室

S. = Store Room 儲物房

SPRINKLER RISER DUCT = 消防花灑供水管道槽

T.D. AT HIGH LEVEL = Telephone Duct at High Level 在高位的電話線槽

T.G. RISER DUCT = Towngas Riser Duct 煤氣供氣管道槽

TRANSFER PLATE = 轉換層

U. = Utility Room 工作間

UP = 上

VOID = 中空

W.M.C. = Water Meter Cabinet 水錶箱

V.D. (R.S.M.R.R.) = Vent Duct (Refuse Storage and Material Recovery Room) 通風管道槽 (垃圾及物料回收室)

適用於本節各樓面平面圖之備註：

- 1) 樓面平面圖之尺寸所列數字為以毫米標示之建築結構尺寸。
- 2) 露台為不可封閉之地方。
- 3) 部份樓層外牆範圍設有建築裝飾及/或外露喉管，詳細資料請參考最後批准之總建築圖則及其他相關圖則。
- 4) 部份單位之天花高度將會因應結構、建築及/或裝修設計上的需要而有差異。
- 5) 部份住宅物業的露台側外牆裝飾板內藏公用去水渠。
- 6) 部份住宅物業客廳、飯廳、睡房、走廊、工作間、儲物房及/或廚房之裝飾橫樑或假天花內裝置冷氣喉管及/或其他機電設備。部分單位天花有跌級樓板，用以安裝樓上單位之機電設備。
- 7) 部份住宅單位外的冷氣機平台將會放置其單位及/或其他單位的一部或多部冷氣戶外機。該等冷氣機的位置可能發出熱力及/或聲音。
- 8) 單位有非結構預製外牆。買賣合約之實用面積之計算包括非結構預製外牆，並由非結構預製外牆之外圍起計。
- 9) 在期數管理人員安排外牆之必要維修進行期間，吊船將在該等大廈的住宅物業之窗戶及平台/天台上之空間運作。
- 10) 樓面平面圖所示之裝置如洗滌盤、煮食爐、浴缸、座廁、面盆等只供展示其大約位置而非展示其實際大小、設計及形狀。

Remarks applicable to the floor plans of this section:

- 1) The dimensions of the floor plans are all structural dimensions in millimeter.
- 2) Balcony is a Non-enclosed Area.
- 3) There may be architectural features and/or exposed pipes on external walls of some of the floors. For details, please refer to the latest approved general building plans and other relevant plans.
- 4) The internal ceiling height within some units may vary due to structural, architectural and/or decoration design variations.
- 5) Common drain pipes enclosed in cladding are located adjacent to balcony of some residential properties.
- 6) There are ceiling bulkheads or false ceiling at living room, dining room, bedrooms, corridor, utility room, store room and/or kitchen of some residential properties for the air-conditioning system and/or mechanical & electrical services. There are sunken slabs for mechanical & electrical services of units above at some residential units.
- 7) For some residential units, the air-conditioning platform(s) outside the residential unit will be placed with outdoor air-conditioner unit(s) belonging to its unit and /or other units. The placement of these air-conditioner unit(s) may have heat and / or sound.
- 8) There are non-structural prefabricated external walls in the residential units. The Saleable Area as defined in the formal Agreement for Sale and Purchase of a residential unit has included the non-structural prefabricated external walls and is measured from the exterior of such non-structural prefabricated external walls.
- 9) During the necessary maintenance of the external walls by manager of the Phase, the gondola will be operating in the airspace outside window of residential properties and above flat roof/roof in such tower.
- 10) The indications of fittings such as sinks, cooker hobs, bathtubs, toilet bowls, wash basins etc. shown on the floor plans are indications of their approximate locations only and not indications of their actual sizes, designs and shapes.



- (I) 批地文件第(16)(b)(i)(viii)(I)條特別條款中對於第VIII期中住宅單位的最少數目的限制: 1,168
- (II) 批地文件第(16)(k)條特別條款規定，除非獲地政總署署長(「署長」)事先書面同意，承批人不得進行或准許或容許與現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤N及地盤O的任何住宅單位有關的任何工程(包括但不限於拆除或改動任何分隔牆、任何地板或天花板或任何間隔結構)而使該單位可由內部連接及可由任何現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤N及地盤O的毗連或鄰近住宅單位進入。對於甚麼構成可使一個單位可由內部連接及可由任何毗連的或鄰近住宅單位進入之工程，署長之決定應為最終並對承批人有約束力。
- (III) 已批核的副公共契約及管理協議中第三附錄第15條規定：
- (a) 除非得到地政總署署長或不時替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其不時替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其不時替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可進行或准許或容許任何有關任何第VIII期住宅單位的工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第VIII期住宅單位可內部連接及進入任何毗鄰的或鄰近的第VIII期住宅單位。
- (b) 經理人需於第VIII期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第VIII期業主免費查閱。任何第VIII期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第VIII期之特別基金。

(IV) 期數所提供的住宅單位總數：1,422

每個住宅物業的樓板(不包括灰泥)的厚度：125毫米及150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註：此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座住宅樓層不設13樓、14樓、24樓、34樓、44樓及54樓。第2及3座住宅樓層不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。第1座32樓為庇護層，第2及3座17樓及40樓為庇護層。

此處升降機出入口僅供緊急情況、維修、保養及其他非乘客出入之用途。相關升降機並非服務本樓層之載客升降機。就相關升降機到達的樓層，請參閱本售樓說明書「裝置、裝修物料及設備」一節。

- (I) The restriction on the minimum number of residential units (as referred to in Special Condition No. (16)(b)(i)(viii)(I) of the Land Grant) in Phase VIII: 1,168
- (II) Special Condition No. (16) (k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands (“the Director”), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.
- (III) Clause 15 of the Third Schedule to the approved form of Sub-Deed of Mutual Covenant and Management Agreement (“SDMC”) stipulates that:
- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase VIII Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase VIII Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase VIII Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
- (b) The Manager shall deposit in the management office of Phase VIII the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase VIII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VIII.

(IV) The total number of residential units provided in the Phase: 1,422

The thickness of the floor slabs (excluding plaster) of each residential property: 125mm and 150mm

The floor-to-floor height of each residential property: 2.975m

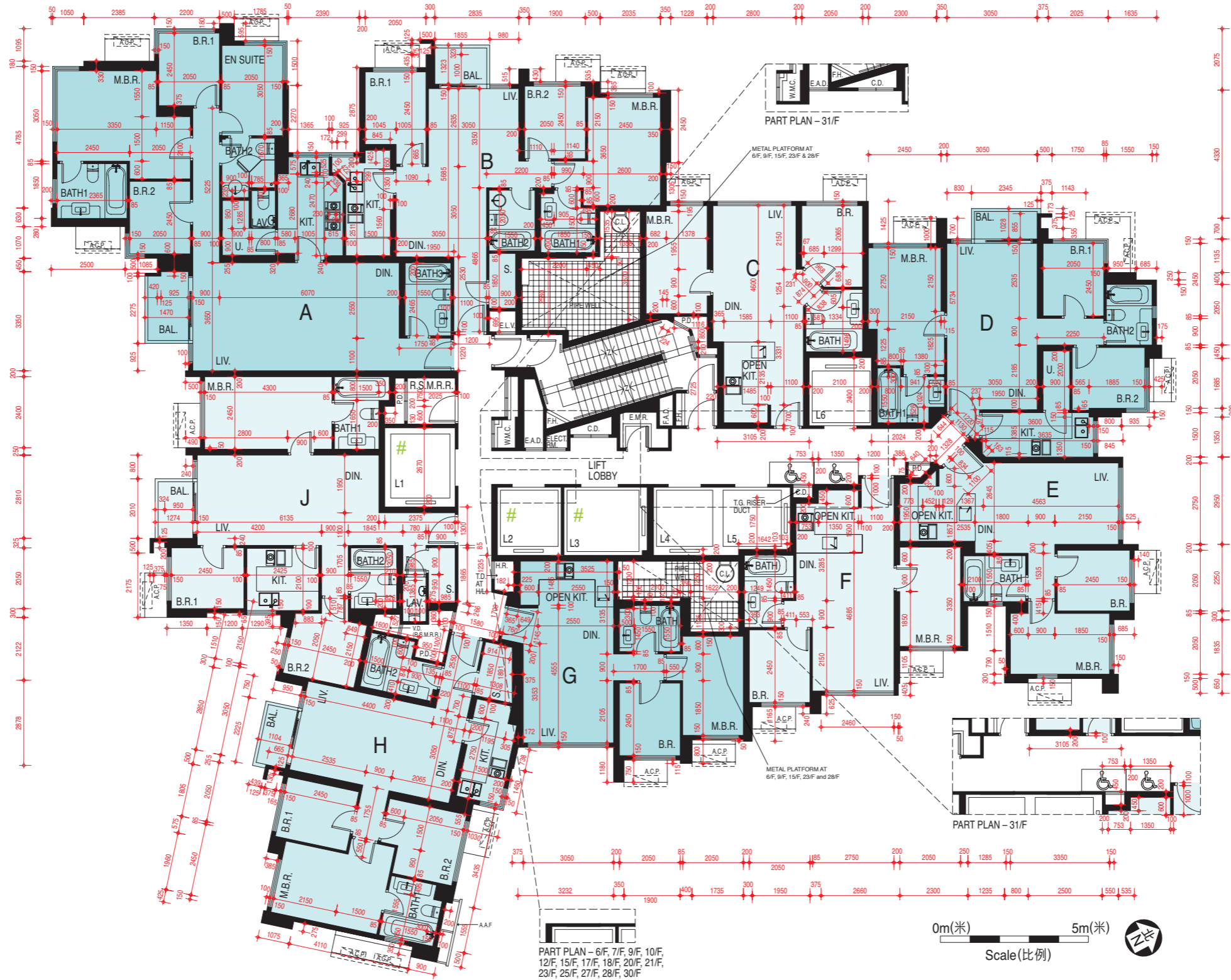
The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

The lift opening here is for emergency, repair, maintenance and other non-passenger use only. **The lift concerned is not a passenger lift serving this floor.** Please refer to the section “Fittings, Finishes and Appliances” in this sales brochure as to the floors served by the lift concerned.



PART PLAN - 6/F, 7/F, 9/F, 10/F, 12/F, 15/F, 17/F, 18/F, 20/F, 21/F, 23/F, 25/F, 27/F, 28/F, 30/F

- (I) 批地文件第(16)(b)(i)(viii)(I)條特別條款中對於第VIII期中住宅單位的最少數目的限制: 1,168
- (II) 批地文件第(16)(k)條特別條款規定，除非獲地政總署署長(「署長」)事先書面同意，承批人不得進行或准許或容許與現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤N及地盤O的任何住宅單位有關的任何工程(包括但不限於拆除或改動任何分隔牆、任何地板或天花板或任何間隔結構)而使該單位可由內部連接及可由任何現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤N及地盤O的毗連或鄰近住宅單位進入。對於甚麼構成可使一個單位可由內部連接及可由任何毗連的或鄰近住宅單位進入之工程，署長之決定應為最終並對承批人有約束力。
- (III) 已批核的副公共契約及管理協議中第三附錄第15條規定：
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- (b) The Manager shall deposit in the management office of Phase VIII the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase VIII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VIII.

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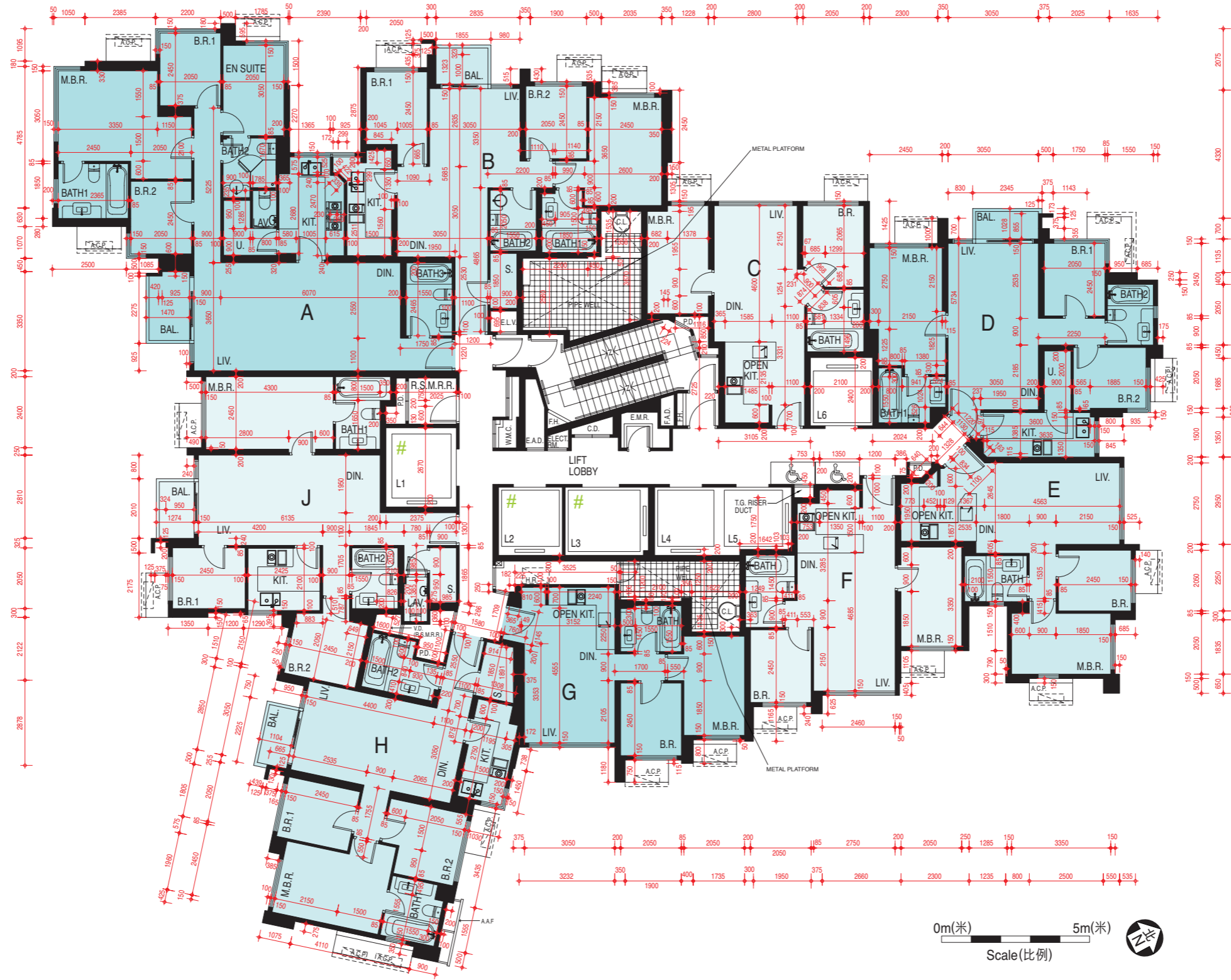
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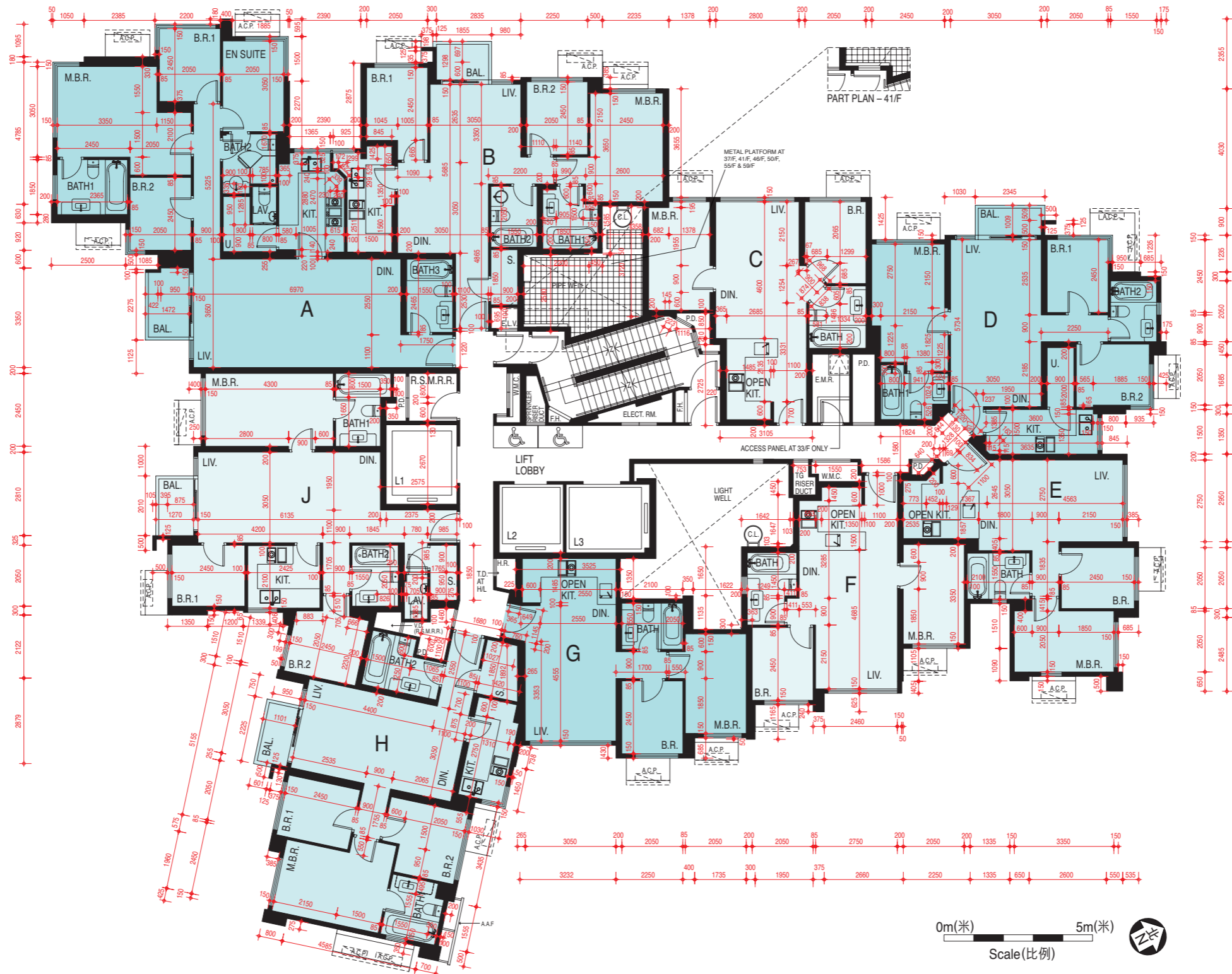
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- (b) 經理人需於第VIII期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第VIII期業主免費查閱。任何第VIII期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第VIII期之特別基金。

(IV) 期數所提供的住宅單位總數：1,422

每個住宅物業的樓板(不包括灰泥)的厚度：125毫米及150毫米

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備註：

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- (I) The restriction on the minimum number of residential units (as referred to in Special Condition No. (16)(b)(i)(viii)(I) of the Land Grant) in Phase VIII: 1,168
- (II) Special Condition No. (16) (k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands (“the Director”), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.
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- (b) The Manager shall deposit in the management office of Phase VIII the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase VIII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VIII.

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The thickness of the floor slabs (excluding plaster) of each residential property: 125mm and 150mm

The floor-to-floor height of each residential property: 2.975m

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

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Remarks:

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PART PLAN - 6/F, 7/F, 9/F, 10/F, 12/F, 15/F, 18/F, 20/F, 21/F, 23/F, 25/F, 27/F, 28/F, 30/F, 31/F, 33/F, 35/F, 37/F AND 38/F

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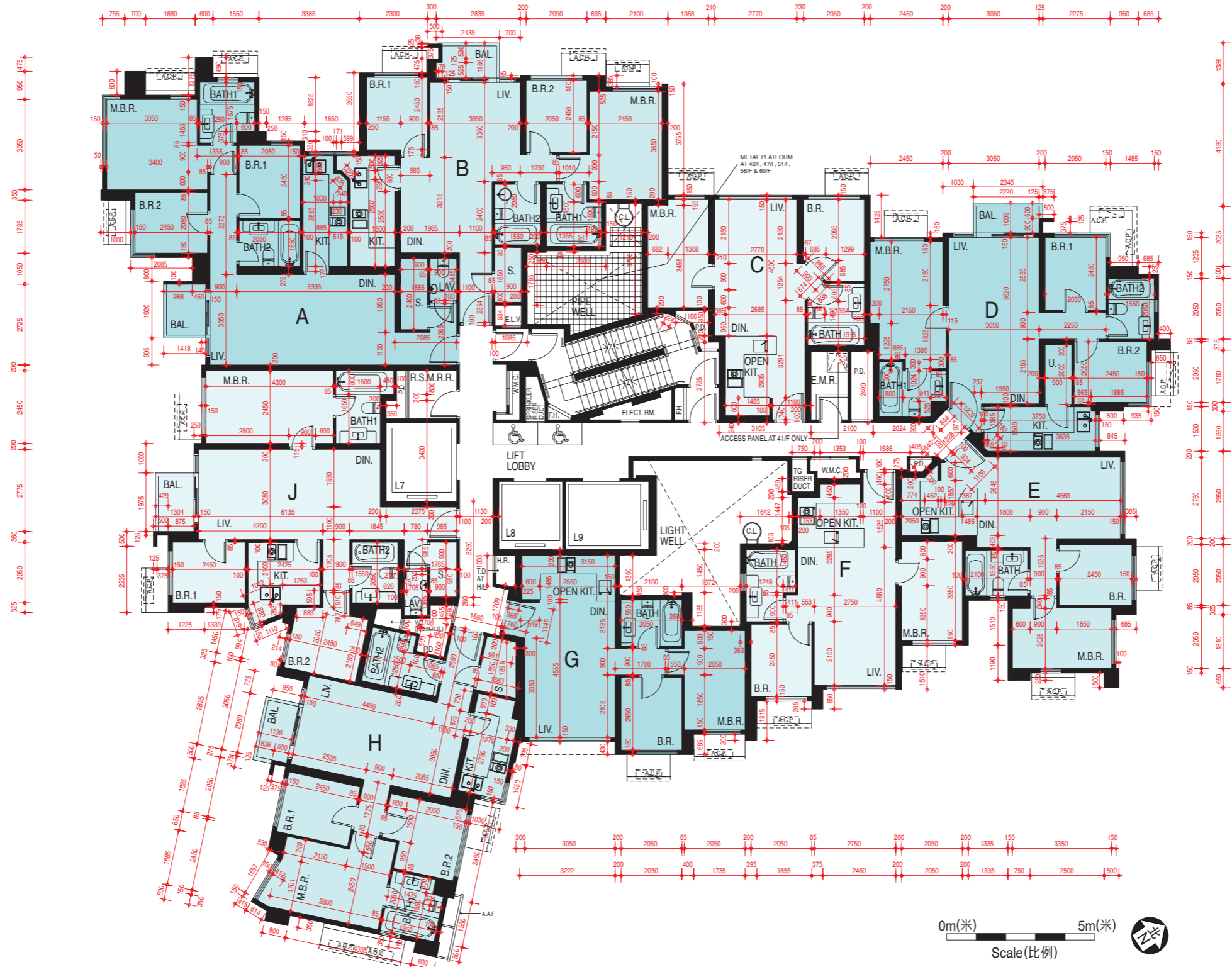
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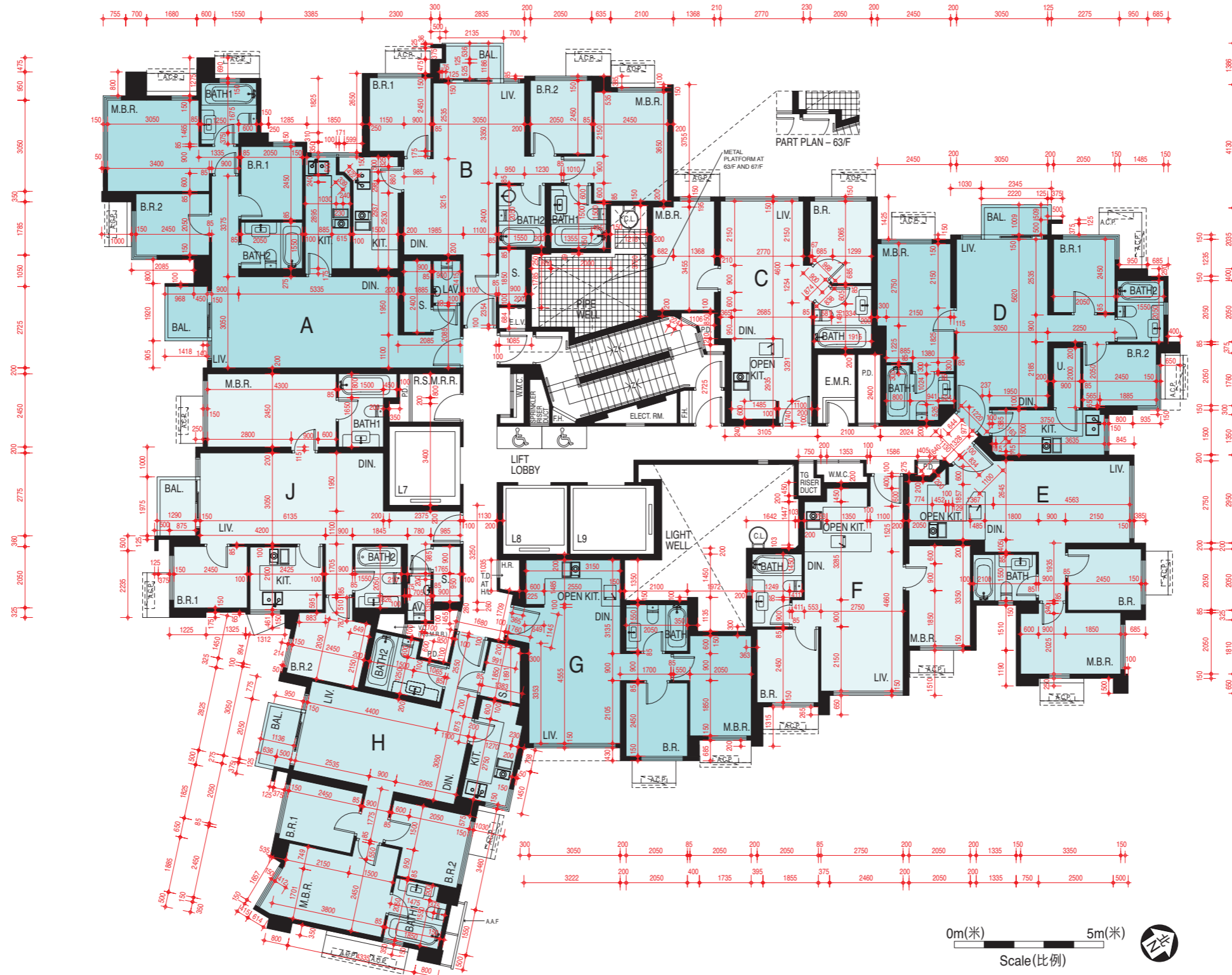
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備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
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- (I) The restriction on the minimum number of residential units (as referred to in Special Condition No. (16)(b)(i)(viii)(I) of the Land Grant) in Phase VIII: 1,168
- (II) Special Condition No. (16) (k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands (“the Director”), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.
- (III) Clause 15 of the Third Schedule to the approved form of Sub-Deed of Mutual Covenant and Management Agreement (“SDMC”) stipulates that:
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- (b) The Manager shall deposit in the management office of Phase VIII the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase VIII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VIII.

(IV) The total number of residential units provided in the Phase: 1,422

The thickness of the floor slabs (excluding plaster) of each residential property: 125mm and 150mm

The floor-to-floor height of each residential property: 2.975m

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
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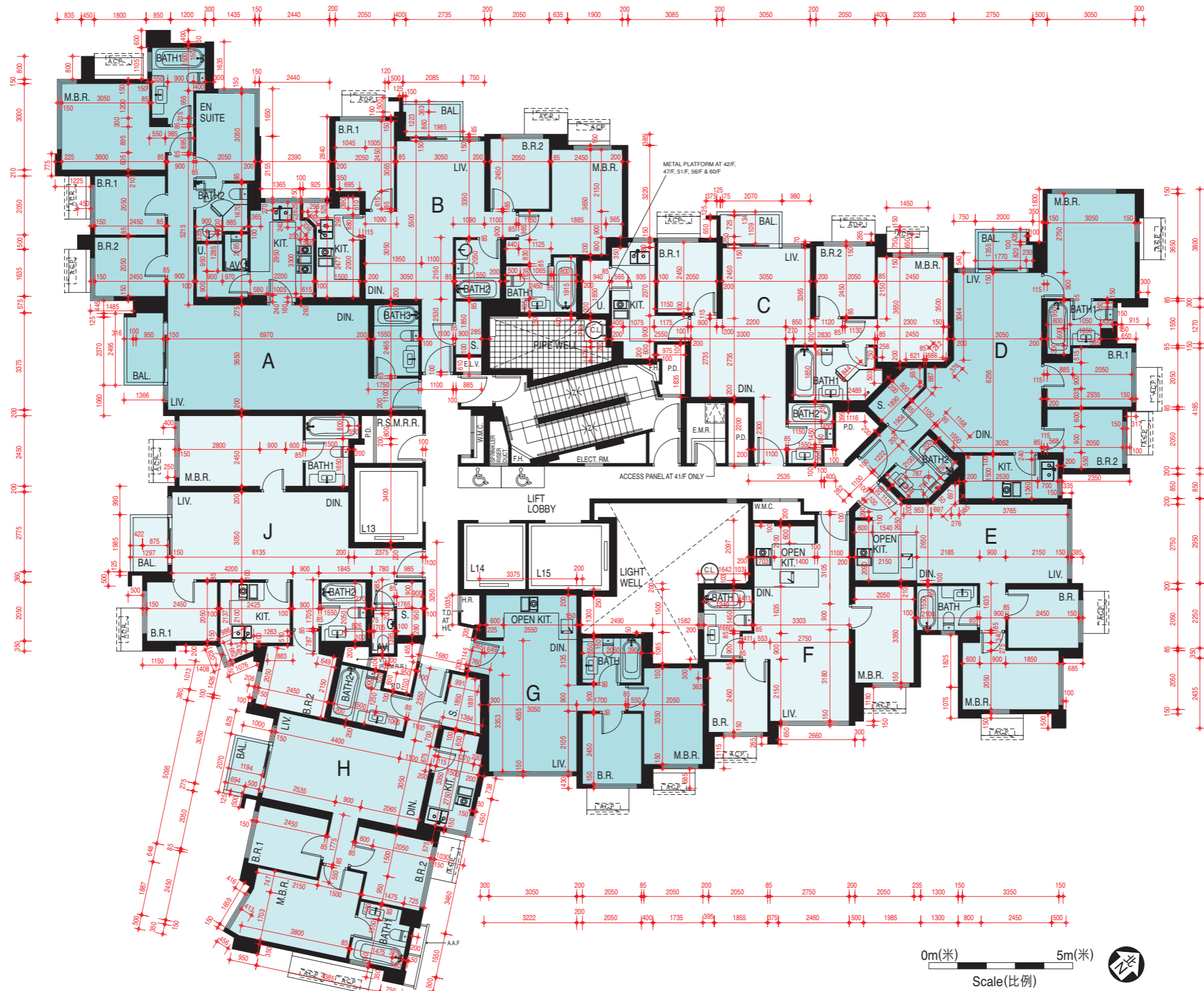
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- (II) Special Condition No. (16)(k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands (“the Director”), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.
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- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase VIII Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase VIII Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase VIII Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
- (b) The Manager shall deposit in the management office of Phase VIII the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase VIII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VIII.

(IV) The total number of residential units provided in the Phase: 1,422

The thickness of the floor slabs (excluding plaster) of each residential property: 125mm and 150mm

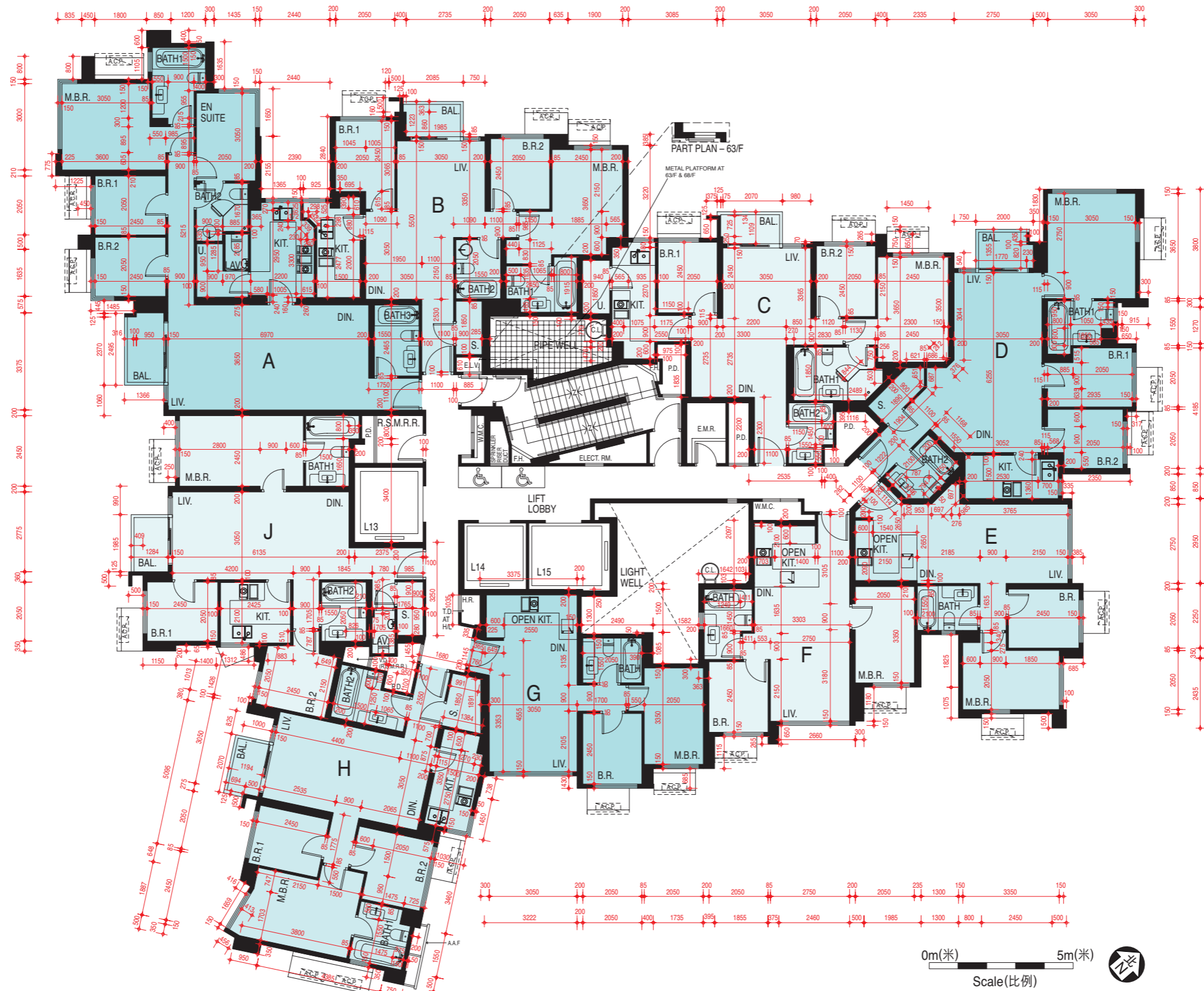
The floor-to-floor height of each residential property: 2.975m

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.



- (I) 批地文件第(16)(b)(i)(viii)(I)條特別條款中對於第VIII期中住宅單位的最少數目的限制: 1,168
- (II) 批地文件第(16)(k)條特別條款規定，除非獲地政總署署長(「署長」)事先書面同意，承批人不得進行或准許或容許與現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤N及地盤O的任何住宅單位有關的任何工程(包括但不限於拆除或改動任何分隔牆、任何地板或天花板或任何間隔結構)而使該單位可由內部連接及可由任何現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤N及地盤O的毗連或鄰近住宅單位進入。對於甚麼構成可使一個單位可由內部連接及可由任何毗連的或鄰近住宅單位進入之工程，署長之決定應為最終並對承批人有約束力。
- (III) 已批核的副公共契約及管理協議中第三附錄第15條規定：
- (a) 除非得到地政總署署長或不時替代地政總署署長的其他政府機關之預先書面同意(地政總署署長或其不時替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其不時替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可進行或准許或容許任何有關任何第VIII期住宅單位的工程(包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構)而引致該第VIII期住宅單位可內部連接及進入任何毗鄰的或鄰近的第VIII期住宅單位。
- (b) 經理人需於第VIII期管理辦公室存放關於本附錄第15(a)條所述的地政總署署長或不時替代地政總署署長的其他政府機關的同意的資料紀錄，以供所有第VIII期業主免費查閱。任何第VIII期業主均可在交付合理費用後，印取該等資料的副本，而該等費用將會存入第VIII期之特別基金。

(IV) 期數所提供的住宅單位總數：1,422

每個住宅物業的樓板(不包括灰泥)的厚度：125毫米及150毫米

每個住宅物業的層與層之間的高度：2.975米

因住宅物業的較高樓層的結構牆的厚度遞減，較高樓層的內部面積，一般比較低樓層的內部面積稍大。(註：此根據《一手住宅物業銷售條例》附表1第1部第10(2)(e)條所規定的陳述並不適用於期數。)

備註：

- 1) 左方樓面平面圖中顯示之名詞及簡稱之詞彙表請參閱「期數的住宅物業的樓面平面圖」一節首頁。
- 2) 第1座住宅樓層不設13樓、14樓、24樓、34樓、44樓及54樓。第2及3座住宅樓層不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。第1座32樓為庇護層，第2及3座17樓及40樓為庇護層。

- (I) The restriction on the minimum number of residential units (as referred to in Special Condition No. (16)(b)(i)(viii)(I) of the Land Grant) in Phase VIII: 1,168
- (II) Special Condition No. (16)(k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands (“the Director”), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.
- (III) Clause 15 of the Third Schedule to the approved form of Sub-Deed of Mutual Covenant and Management Agreement (“SDMC”) stipulates that:
- (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase VIII Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase VIII Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase VIII Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.
- (b) The Manager shall deposit in the management office of Phase VIII the record provided by the Director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase VIII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase VIII.

(IV) The total number of residential units provided in the Phase: 1,422

The thickness of the floor slabs (excluding plaster) of each residential property: 125mm and 150mm

The floor-to-floor height of each residential property: 2.975m

The internal areas of the residential properties on the upper floors will generally be slightly larger than those on the lower floors because of the reducing thickness of the structural walls on the upper floors.

(Note: This statement required in Section 10(2)(e) in Part 1 of Schedule 1 of the Residential Properties (First-hand Sales) Ordinance (Cap.621) is not applicable to the Phase.)

Remarks:

- 1) Please refer to the first page of the section “Floor Plans of Residential Properties in the Phase” for glossary of the terms and abbreviations shown in the floor plan on the left.
- 2) Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	5樓-12樓及 15樓-18樓 5/F-12/F and 15/F-18/F	A	100.038 (1,077) 露台 Balcony: 3.544 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	69.001 (743) 露台 Balcony: 2.495 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	44.730 (481) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	65.725 (707) 露台 Balcony: 2.366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	43.412 (467) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	43.314 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	43.775 (471) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	69.212 (745) 露台 Balcony: 2.436 (26) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	73.440 (791) 露台 Balcony: 2.601 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any), to the extent that they form part of the residential property (not included in saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座住宅樓層不設13樓、14樓、24樓、34樓、44樓及54樓。第2及3座住宅樓層不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。第1座32樓為庇護層，第2及3座17樓及40樓為庇護層。

Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	19樓 19/F	A	100.038 (1,077) 露台 Balcony: 3,544 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	69.001 (743) 露台 Balcony: 2,495 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	44.730 (481) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	65.725 (707) 露台 Balcony: 2,366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	43.412 (467) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	43.314 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	40.303 (434) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	69.212 (745) 露台 Balcony: 2,436 (26) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	73.440 (791) 露台 Balcony: 2,601 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any), to the extent that they form part of the residential property (not included in saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座住宅樓層不設13樓、14樓、24樓、34樓、44樓及54樓。第2及3座住宅樓層不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。第1座32樓為庇護層，第2及3座17樓及40樓為庇護層。

Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace
第1座 Tower 1	20樓-23樓及 25樓-31樓 20/F-23/F and 25/F-31/F	A	100.038 (1,077) 露台 Balcony: 3.544 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		B	69.001 (743) 露台 Balcony: 2.495 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		C	44.730 (481) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		D	65.725 (707) 露台 Balcony: 2.366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		E	43.412 (467) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		F	43.314 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		G	43.775 (471) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		H	69.212 (745) 露台 Balcony: 2.436 (26) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		J	73.440 (791) 露台 Balcony: 2.601 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

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註Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

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Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第1座 Tower 1	33樓、35樓-43樓、45樓-53樓及55樓-60樓 33/F, 35/F-43/F, 45/F-53/F and 55/F-60/F	A	99.865 (1,075) 露台 Balcony: 3.547 (38) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-		
		B	68.274 (735) 露台 Balcony: 2.494 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		C	44.730 (481) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		D	65.229 (702) 露台 Balcony: 2.366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		E	43.359 (467) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		F	43.236 (465) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	43.286 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	69.187 (745) 露台 Balcony: 2.450 (26) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	73.234 (788) 露台 Balcony: 2.602 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any), to the extent that they form part of the residential property (not included in saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座住宅樓層不設13樓、14樓、24樓、34樓、44樓及54樓。第2及3座住宅樓層不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。第1座32樓為庇護層，第2及3座17樓及40樓為庇護層。

Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	5樓-12樓、 15樓-16樓、 18樓-23樓、 25樓-33樓及 35樓-39樓 5/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F and 35/F-39/F	A	75.869 (817) 露台 Balcony: 2.706 (29) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	69.576 (749) 露台 Balcony: 2.493 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	44.730 (481) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	66.095 (711) 露台 Balcony: 2.366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	43.666 (470) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	43.480 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	44.414 (478) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	70.437 (758) 露台 Balcony: 2.460 (26) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	74.484 (802) 露台 Balcony: 2.627 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	

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There are no utility platform and verandah in the residential properties in the Phase.

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Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第2座 Tower 2	41樓-43樓、 45樓-53樓及 55樓-60樓 41/F-43/F, 45/F-53/F and 55/F-60/F	A	75.033 (808) 露台 Balcony: 2.678 (29) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	68.271 (735) 露台 Balcony: 2.492 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	44.740 (482) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	65.376 (704) 露台 Balcony: 2.366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	43.433 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	43.260 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	43.512 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	69.960 (753) 露台 Balcony: 2.470 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	74.063 (797) 露台 Balcony: 2.628 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

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面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)								
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace
第2座 Tower 2	61樓-63樓及 65樓-67樓 61/F-63/F and 65/F-67/F	A	75.033 (808) 露台 Balcony: 2.678 (29) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		B	68.271 (735) 露台 Balcony: 2.492 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		C	44.740 (482) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		D	65.376 (704) 露台 Balcony: 2.366 (25) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		E	43.433 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		F	43.260 (466) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		G	43.512 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		H	69.960 (753) 露台 Balcony: 2.470 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-
		J	73.435 (790) 露台 Balcony: 2.600 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

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面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第3座 Tower 3	5樓-12樓、 15樓-16樓、 18樓-23樓、 25樓-33樓及 35樓-39樓 5/F-12/F, 15/F-16/F, 18/F-23/F, 25/F-33/F and 35/F-39/F	A	98.201 (1,057) 露台 Balcony: 3.425 (37) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	69.977 (753) 露台 Balcony: 2.516 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	70.923 (763) 露台 Balcony: 2.470 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	73.044 (786) 露台 Balcony: 2.667 (29) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	44.700 (481) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	43.932 (473) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	44.036 (474) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	70.490 (759) 露台 Balcony: 2.463 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
J	74.533 (802) 露台 Balcony: 2.626 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-		

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面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)									
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard
第3座 Tower 3	41樓-43樓、 45樓-53樓及 55樓-60樓 41/F-43/F, 45/F-53/F and 55/F-60/F	A	97.907 (1,054) 露台 Balcony: 3.430 (37) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	
		B	69.805 (751) 露台 Balcony: 2.510 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		C	70.232 (756) 露台 Balcony: 2.468 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		D	72.596 (781) 露台 Balcony: 2.653 (29) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		E	44.432 (478) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		F	43.983 (473) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		G	43.470 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		H	69.999 (753) 露台 Balcony: 2.472 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-
		J	74.042 (797) 露台 Balcony: 2.627 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any), to the extent that they form part of the residential property (not included in saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

3. 第1座住宅樓層不設13樓、14樓、24樓、34樓、44樓及54樓。第2及3座住宅樓層不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。第1座32樓為庇護層，第2及3座17樓及40樓為庇護層。

Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

面積表 AREA SCHEDULE

物業的描述 Description of Residential Property			實用面積 (包括露台、工作平台及陽台(如有)) 平方米(平方呎) Saleable Area (including balcony, utility platform and verandah, if any) sq. metre (sq.ft.)	其他指明項目的面積(不計算入實用面積) 平方米(平方呎) Area of other specified items (Not included in the Saleable Area) sq.metre (sq.ft.)										
大廈名稱 Block Name	樓層 Floor	單位 Unit		空調機房 Air-conditioning plant room	窗台 Bay window	閣樓 Cockloft	平台 Flat roof	花園 Garden	停車位 Parking space	天台 Roof	梯屋 Stairhood	前庭 Terrace	庭院 Yard	
第3座 Tower 3	61樓-63樓及 65樓-68樓 61/F-63/F and 65/F-68/F	A	97.907(1,054) 露台 Balcony: 3.430 (37) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	
		B	69.805 (751) 露台 Balcony: 2.510 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		C	70.232 (756) 露台 Balcony: 2.468 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		D	72.596 (781) 露台 Balcony: 2.653 (29) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		E	44.432 (478) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		F	43.983 (473) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		G	43.470 (468) 露台 Balcony: - (-) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		H	69.999 (753) 露台 Balcony: 2.472 (27) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-
		J	73.425 (790) 露台 Balcony: 2.600 (28) 工作平台 Utility Platform: - (-)	-	-	-	-	-	-	-	-	-	-	-

每個住宅物業的實用面積以及構成住宅物業的一部份的範圍內的露台、工作平台及陽台(如有)之樓面面積，是按照《一手住宅物業銷售條例》第8條計算得出的。在構成住宅物業的一部份的範圍內的其他指明項目(如有)的面積(不計算入實用面積)，是按照《一手住宅物業銷售條例》附表2第2部計算得出的。

The saleable area of each residential property and the floor areas of balcony, utility platform and verandah (if any) to the extent that it forms part of the residential property are calculated in accordance with section 8 of the Residential Properties (First-hand Sales) Ordinance; and the areas of other specified items (if any), to the extent that they form part of the residential property (not included in saleable area) are calculated in accordance with Part 2 of Schedule 2 of the Residential Properties (First-hand Sales) Ordinance.

註Note: 1. 上述所列之面積以1平方米 = 10.7639平方呎換算至平方呎，並四捨五入至整數。以平方呎計算之面積與以平方米計算之面積可能有些微差異。

The above areas have been converted to square feet based on a conversion rate of 1 square metre = 10.7639 square feet and rounded off to the nearest integer and the area shown in sq.ft. may be slightly different from that shown in sq.m.

2. 期數住宅物業並無工作平台及陽台。

There are no utility platform and verandah in the residential properties in the Phase.

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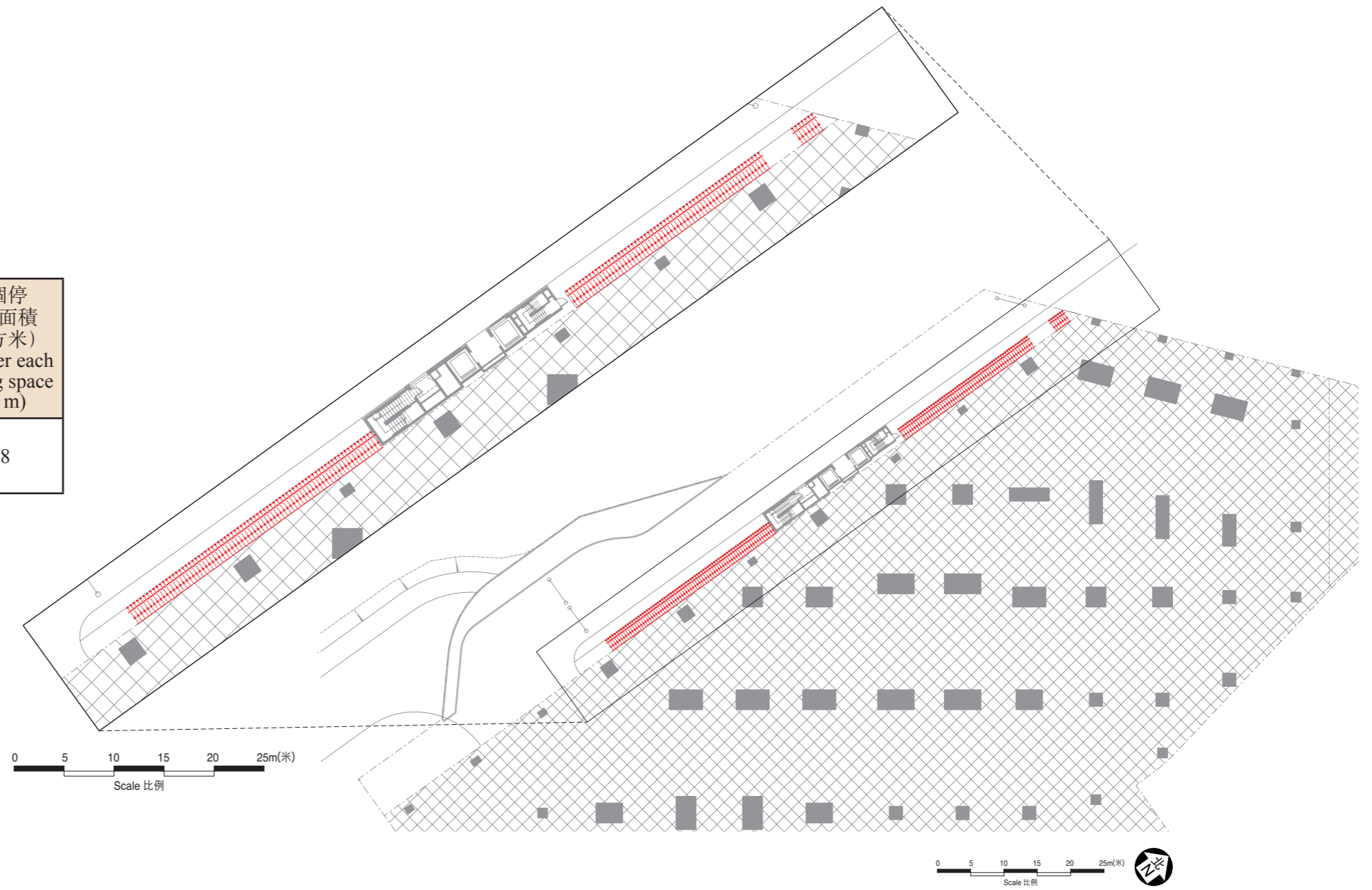
Residential floors 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1 are omitted. Residential floors 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3 are omitted. 32/F of Tower 1 is refuge floor. 17/F and 40/F of Towers 2 and 3 are refuge floors.

期數中的停車位的樓面平面圖
Floor plans of parking spaces in the Phase

地下 G/F

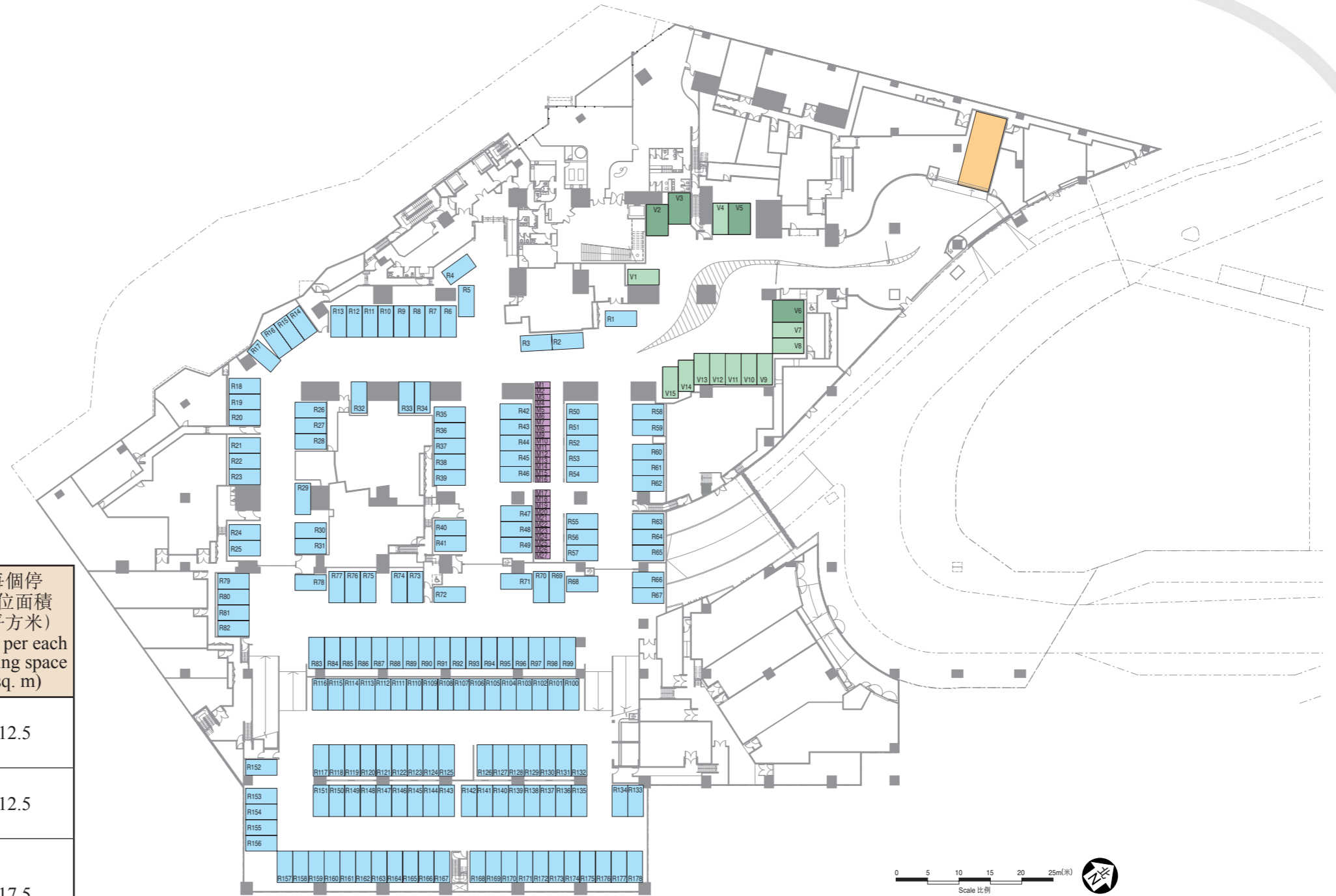
←←←← 單車停車位
Pedal-cycle parking space

停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each parking space (sq. m)
單車停車位 Pedal-cycle parking space	地下 G/F	143	2 x 0.4	0.8



1樓 1/F

- 住客停車位
Residential Parking Space
- 訪客停車位
Visitor's Parking Space
- 傷殘人士訪客停車位
Visitor's Parking Space for Disable Person
- 電單車停車位
Motor Cycle Parking Space
- 垃圾收集車停車位
Refuse Collection Vehicle Parking Space

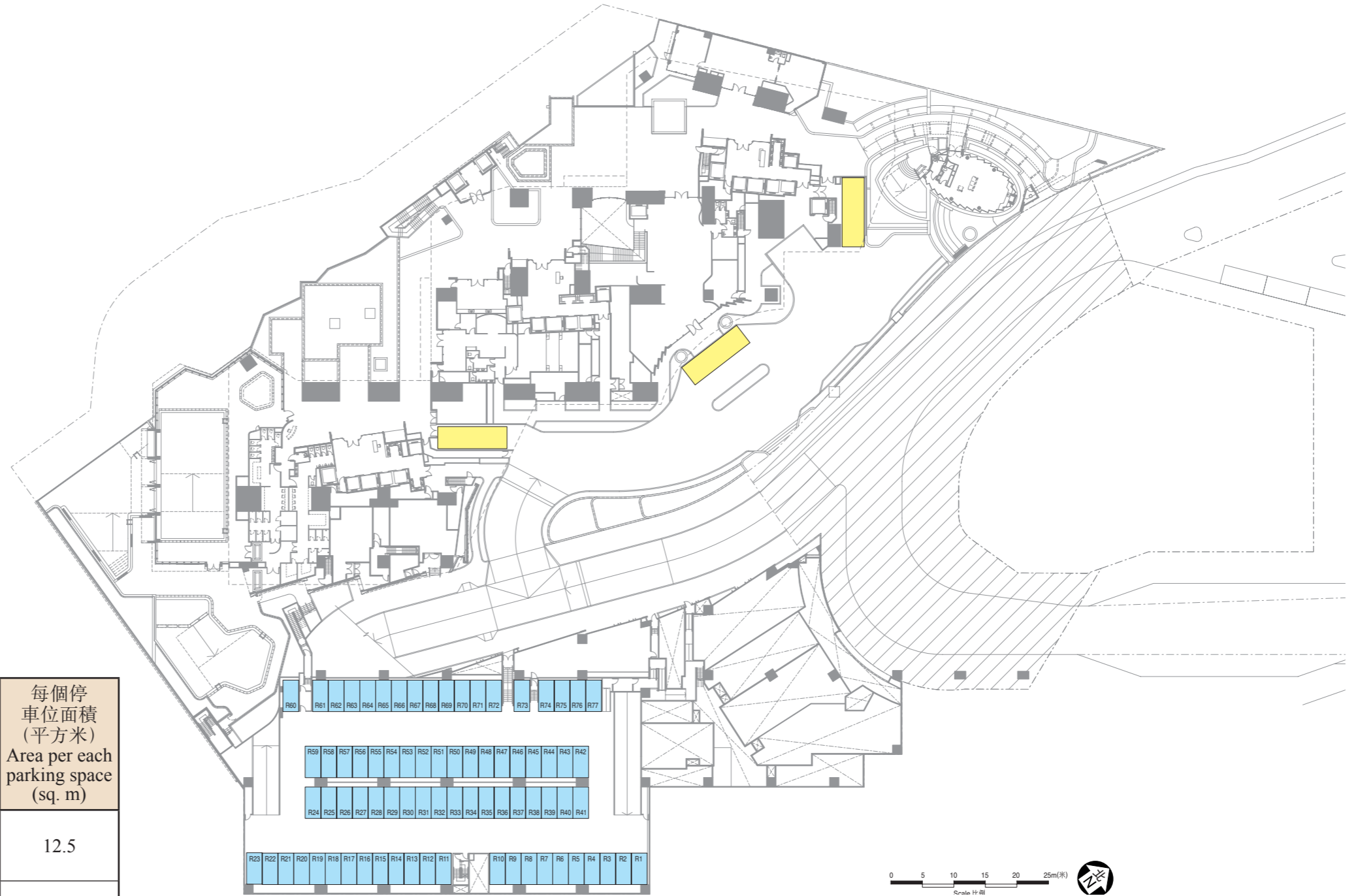


停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each parking space (sq. m)
住客停車位 Residential Parking Space	1樓 1/F	178	5 x 2.5	12.5
訪客停車位 Visitor's Parking Space		11	5 x 2.5	12.5
傷殘人士訪客停車位 Visitor's Parking Space for Disable Person		4	5 x 3.5	17.5
電單車停車位 Motor Cycle Parking Space		27	2.4 x 1	2.4
垃圾收集車停車位 Refuse Collection Vehicle Parking Space		1	12 x 5	60

2樓 2/F

- 住客停車位
Residential Parking Space
- 住客上落貨車位
Residential Loading and Unloading Bay

停車位類別 Category of parking space	位置 Location	數目 Nos.	尺寸 (長x寬) (米) Dimension (L x W) (m)	每個停車位面積 (平方米) Area per each parking space (sq. m)
住客停車位 Residential Parking Space	2樓 2/F	77	5 x 2.5	12.5
住客上落貨車位 Residential Loading and Unloading Bay		3	11 x 3.5	38.5



- (a) 在簽署臨時買賣合約時須支付款額為售價之5%的臨時訂金。
 - (b) 買方在簽署該臨時合約時支付的臨時訂金，會由代表擁有人行事的律師事務所以保證金保存人的身分持有。
 - (c) 如買方沒有於訂立該臨時合約的日期之後5個工作日內簽立買賣合約—
 - (i) 該臨時合約即告終止；
 - (ii) 有關的臨時訂金即予沒收；及
 - (iii) 擁有人不得就買方沒有簽立買賣合約而針對買方提出進一步申索。
- (a) A preliminary deposit of 5% of the purchase price is payable on the signing of the preliminary agreement for sale and purchase.
 - (b) The preliminary deposit paid by the purchaser on the signing of that preliminary agreement will be held by a firm of solicitors acting for the owner, as stakeholders.
 - (c) If the purchaser fails to execute the agreement for sale and purchase within 5 working days after the date on which the purchaser enters into that preliminary agreement—
 - (i) that preliminary agreement is terminated;
 - (ii) the preliminary deposit is forfeited; and
 - (iii) the owner does not have any further claim against the purchaser for the failure.

A. 於土地註冊處註冊為《註冊摘要》第09062303030203號之主公共契約及管理協議（「主公契」）及副公共契約及管理協議草稿（「副公契」）關乎「期數」的公用部分的條文摘要

1. **「公用地方」**指(i)「非車站發展項目公用地方」；(ii)「第一期額外期公用地方」(釋義以「主公契」所訂為準)；(iii)「住宅發展項目公用地方」；及(iv)現已劃為供個別「發展期」(釋義以「主公契」所訂為準)所有「業主」(釋義以「主公契」所訂為準)或個別一組「業主」專享之公用地方並於任何「副公契」(釋義以「主公契」所訂為準)、「分副公契」(釋義以「主公契」所訂為準)或將根據「主公契」訂立的「分割契約」(釋義以「主公契」所訂為準)所夾附圖則註明的「非車站發展項目」(釋義以「主公契」所訂為準)部分，其中包括但不限於公眾空中花園、公眾平台花園、郵遞室及信箱(如有者)，即建築事務監督及地政總署署長根據屋宇署、地政總署和規劃署所發出《聯合作業備考》1號及2號而豁免計入樓面總面積或上蓋面積或兩者的環保及創新設施，但不包括屬於任何個別「單位」(釋義以「主公契」所訂為準)「業主」所有的「住宅發展項目」(釋義以「主公契」所訂為準)、「商業發展項目」(釋義以「主公契」所訂為準)、「停車場」(釋義以「主公契」所訂為準)或「幼稚園」(釋義以「主公契」所訂為準)部分。
2. **「公用服務與設施」**指(i)「非車站發展項目公用服務與設施」；(ii)「第一期額外期公用服務與設施」(釋義以「主公契」所訂為準)；(iii)「住宅發展項目公用服務與設施」；及(iv)任何「副公契」、「分副公契」或將根據「主公契」訂立的「分割契約」訂明供個別「發展期」所有或個別一組「業主」專享之「非車站發展項目」公用服務與設施，但不包括屬於任何個別「單位」「業主」所有的服務與設施。
3. **「非車站發展項目公用地方」**指提供「非車站發展項目」全體「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部分，其中包括但不限於引路、私家街、道路、行車道、巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；以及建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的結構柱)；「公眾休憩用地」(釋義以「主公契」所訂為準)；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」(釋義以「主公契」所訂為準)、「業主立案法團」(釋義以「主公契」所訂為準)、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他地方，以及安裝或使用天線分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用的所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立的「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據「主公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明。
4. **「非車站發展項目公用服務與設施」**指現已或將會在「發展項目」(釋義以「主公契」所訂為準)內、上或下建造的服務與設施，供「非車站發展項目」整體使用而非個別「發展期」任何「業主」專享，其中包括但不限於污水渠、溝渠、排水渠、水道、井、水管及管槽；泵、水箱及衛生配件；電線、電纜、電力裝置、配件、設備與器具；防火及滅火系統、設備與器具；保安系統、設備與器具；垃圾處置設備；升降機；空調及風機；回收洗滌污水系統；天線廣播分導或電訊網絡設施，以及安裝於「非車站發展項目」內或專為該處使用或設置作生活便利設施而非個別「發展期」任何「業主」專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施(但不包括「住宅發展項目公用服務與設施」和附屬於個別「發展期」「公用服務與設施」而現已或將會在專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的服務與設施)。
5. **「住宅發展項目公用地方」**指提供「住宅發展項目」全體「業主」公用與共享而非個別「發展期」任何一名或一組「業主」專享的「非車站發展項目」部分，其中包括但不限於「中央公園」(釋義以「主公契」所訂為準)、經核准園景美化總綱圖則所示的草地球場，以及「港鐵」(釋義以「主公契」所訂為準)在「主公契」訂立日期後隨時指定供「住宅發展項目」全體「業主」公用與共享的其他公用地方，將會在根據「主公契」訂立之任何「副公契」、「分副公契」或「分割契約」所夾附圖則顯示。
6. **「住宅發展項目公用服務與設施」**指現已或將會在「非車站發展項目」內、上或下建造或安裝的服務與設施，供「住宅發展項目」整體使用而非個別「發展期」任何一名或一組「業主」專享，「港鐵」在「主公契」訂立日期後隨時指定供「住宅發展項目」全體「業主」公用與共享的其他公用服務與設施，將會在根據「主公契」訂立之任何「副公契」、「分副公契」或「分割契約」註明。
7. **「電動車公用設施」**指現已或將會在「第VIII期停車場公用地方」內安裝供「第VIII期停車位」(釋義以「副公契」所訂為準)「業主」公用與共享，以作為根據香港特別行政區法例第374章《道路交通條例》持牌而停泊於任何「第VIII期停車位」之電動車或電動單車充電用途或作有關用途的設施；該等設施並非專為任何個別「第VIII期停車位」服務或屬於任何「第VIII期停車位」「業主」，並應包括但不限於電線、電纜、管槽、線槽、設備、器具及其他電力或與此用途有關的其他裝置。
8. **「綠化地方」**指根據「政府批地書」(釋義以「主公契」所訂為準)第(102)(b)(ii)條批地特別條款栽種樹木、灌叢或其他植物的「地盤H」(釋義以「副公契」所訂為準)部分，現於「副公契」所夾附「DMC-23」及「DMC-24」圖則分別以淺靛藍色、紅色及淺綠色顯示，僅供識別用途。
9. **「第VIII期內非車站發展項目公用地方」**指位於「第VIII期」(釋義以「副公契」所訂為準)提供「非車站發展項目」「業主」使用而非個別「發展期」任何「業主」專享的「非車站發展項目公用地方」部分，其中包括但不限於位於「地盤H」並為「地盤H」及「地盤J」而設的該11條結構柱、「公眾休憩用地」相關部份(在「副公契」所夾附「DMC-04」圖則以橙色間紅斜線顯示，僅供識別用途)、「政府批地書」第(60)(a)條批地特別條款所載位於三樓構成「內部交通系統」一部分的有蓋行人走道(包括其簷篷及附屬構築物)(在「副公契」所夾附「DMC-04」及「DMC-05」圖則註明為“COVERED WALKWAY”以橙色間紅十字線顯示，僅供識別用途)、已鋪築地方、行車道、「綠化地方」部分(包括園景綠化陽台及花槽)、位於三樓構成「第VIII期內非車站發展項目公用地方」圍牆一部分的外牆部分。「第VIII期內非車站發展項目公用地方」在「副公契」所夾附圖則以橙色、橙色間紅斜線及橙色間紅十字線顯示，僅供識別用途。
10. **「第VIII期內非車站發展項目公用服務與設施」**指位於「第VIII期」內「非車站發展項目公用服務與設施」一部分的服務與設施，供「非車站發展項目」使用而非個別「發展期」任何「業主」專享，其中包括但不限於照明裝置、電纜、消防裝置、渠務及排水管、煤氣管、保安系統及其他現已或將會在「第VIII期」內「非車站發展項目公用地方」安裝的附屬設施。
11. **「第VIII期停車場公用地方」**指整個「第VIII期停車場」(釋義以「副公契」所訂為準)(經建築事務監督批核的停車場平面佈置圖註明及顯示的「第VIII期停車位」及單車位除外)，提供「第VIII期停車場」「業主」、佔用人及受許可人公用與共享，包括但不限於位於一樓及二樓外牆構成任何「第VIII期停車場公用地方」圍牆部分(但不包括位於「地盤H」，構成「第VIII期內非車站發展項目公用地方」一部份且為「地盤H」及「地盤J」而設的該11條結構柱)、供一樓停車場的通風管道、供二樓停車場的通風管道、供停車場及變壓器房的通風管道、行車道、電錶房、入口、風機房、斜路、樓梯、變壓器房、通風管道、「訪客停車位」(釋義以「副公契」所訂為準)(包括根據「政府批地書」第(44)(a)(vii)條批地特別條款於「地盤H」提供的傷殘人士車位)。「第VIII期停車場公用地方」在「副公契」所夾附圖則以綠色顯示，僅供識別用途。

- 12.「**第VIII期停車場公用服務與設施**」指「第VIII期」內、上或下供「第VIII期停車場」整體使用的服務與設施，其中包括但不限於「電動車公用設施」、「訪客停車位」之「電動車設施」(釋義以「副公契」所訂為準)、機器及機械、電力裝置、配件及設備、隔欄、保安護衛室及供水器具，但不包括「第VIII期內非車站發展項目公用服務與設施」、「第VIII期公用服務與設施」、「第VIII期住宅公用服務與設施」和「第VIII期內住宅發展項目公用服務與設施」的服務與設施。
- 13.「**第VIII期公用地方**」指擬供「第VIII期」多個組成部分各「業主」共用而非僅單一組成部分「業主」專用的「第VIII期」地方，即「第VIII期停車場」及「第VIII期住宅發展項目」(釋義以「副公契」所訂為準)，其中包括但不限於「政府批地書」第(60)(f)條批地特別條款釋定及訂明的地下緊急救援車輛通道、園景美化地方、M/L層消防喉轆櫃、L/L平台層消防裝置、電線槽、水池濾水裝置機房、水泵房、檢測水錶櫃、可變冷媒流量空調系統室、升降機、升降機大堂、變壓器房、總電掣房、高壓電纜豎管槽、平台清潔用水泵房、主電訊及廣播器材室(主電訊及廣播室)、灌溉水缸房、低壓電線槽房、緊急發電機及燃料缸、頂層天台、道路、行車道、巷、行人路、入口、大堂、櫃檯、花槽、樓梯、斜路、梯台、走廊及通道；落客處、垃圾及物料回收房、垃圾車停車處；緊急發電機房、消防控制室、消防花灑泵房、街道消防栓泵房、消防泵房(會所及停車場)、總水錶房、水錶櫃、風機房、燃料缸房及「第VIII期」上或內的水管槽；建於「第VIII期」各建築物的地基及構築物；物業管理辦事處、保安控制室、儲物室、維修工場，以及「第VIII期」內供「第VIII期」業主小組委員會(釋義以「副公契」所訂為準)或看更或管理員或其他受聘於「第VIII期」上或內執勤或專為該處聘請的職員用作辦事處或其他地方的範圍，以及構成「第VIII期公用地方」圍牆一部分的地下、一樓、二樓及三樓外牆部分、(但不包括位於「地盤H」，構成「第VIII期內非車站發展項目公用地方」一部份且為「地盤H」及「地盤J」而設的該11條結構柱)、「綠化地方」部分，以及《建築物管理條例》(香港法例第344章)附表1訂明(如有者)並非僅供「第VIII期」個別一個組成部分的「業主」專用之「第VIII期」其他公用部分，現於「副公契」所夾附圖則以黃色顯示，僅供識別用途。
- 14.「**第VIII期公用服務與設施**」指現已或將會在「第VIII期」內、上或下建造供「第VIII期」多個組成部分共用的服務與設施，即「第VIII期停車場」及「第VIII期住宅發展項目」，其中包括但不限於污水管、溝渠、排水渠、水道、水景特色、井、水管及管；泵、水箱及衛生配件；電線、電纜、電力裝置、為「第VIII期」提供電力服務的相關設施、配件、設備與器具；公共天線、衛星碟形天線及有線電視接收、分導和相關設備；防火及滅火系統設備與器具；保安系統、設備與器具；垃圾處置設備及升降機；空調及風機；建築特色，以及安裝於「第VIII期」內或專為該處而使用或設置供「第VIII期」用作生活便利設施而非「第VIII期」任何單一組成部分專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施。
- 15.「**第VIII期非圍封範圍**」指「第VIII期露台」(釋義以「副公契」所訂為準)及「第VIII期露台」下方的有蓋範圍，其位置於「副公契」所夾附圖則以「BAL.」及「BALCONY ABOVE」顯示及標示，僅供識別用途，而最低一層露台下方的有蓋範圍則於「副公契」所夾附「DMC-05」圖則以靛藍色間紅斜線顯示，僅供識別用途。
- 16.「**第VIII期康樂地方與設施**」指依照「政府批地書」第(52)(a)(i)及(iii)條批地特別條款之規定，在「批租年期」(釋義以「主公契」所訂為準)內現時或可能在任何時間專為「第VIII期住宅發展項目」住戶及佔用人及彼等的真正訪客而設的室外游泳池、暖水室內游泳池、桌球室、更衣室、兒童遊樂地方、電腦室、宴會廳、遊戲室、健身室、廚房工作室、廁所、升降機大堂、音樂廳、池畔陽台、接待處、休憩廊、水療室、男女共用暢通易達廁所、瑜珈室、康樂及康體設施、「第VIII期」內的花園及場地，以及建於「第VIII期」內的其他康樂設施。所有此等康樂地方與設施均屬於「主公契」訂明的「私人康樂設施」(釋義以「主公契」所訂為準)及「鄰舍休憩用地」(釋義以「主公契」所訂為準)(視乎情況而定)一部分。
- 17.「**第VIII期住宅公用地方**」指擬供「第VIII期住宅發展項目」各「業主」、佔用人及受許可人公用與共享的「第VIII期住宅發展項目」部分，其中包括但不限於有蓋行人走道(包括其簷篷及附屬構築物)、電纜槽、冷凍機房、冷凍機水泵房、排氣管、二樓緊急救援車輛通道、鮮風管道、消防栓、淡水缸、沖廁水缸、清潔用水缸；淡水、清潔用水及沖廁水缸房；沖廁水泵房、食水泵房、食水及沖廁水泵房(會所)、淡水、清潔用水及沖廁水泵房、玻璃簷篷、喉轆、馬達控制中心房、垃圾及物料回收房、消防花灑豎管槽、電話管槽、一樓及二樓前庭、頂排風管、通風管道、入口、大堂、升降機大堂、升降機機房、升降機槽、升降機坑、升降機井、樓梯、梯台、花槽、水景特色、簷篷、花棚、公眾平台、走廊及通道、斜路、所有依照「政府批地書」第(16)(b)(i)(viii)(VI)條批地特別條款所指定提供的車輛客貨上落車位、轉換層、庇護層、消防花灑泵房、水泵房、控制閥房、空調機平台、風機房、水管井、天井、室外管道檢修井、副電訊及廣播器材室(副電訊及廣播室)和「第VIII期」內安裝或使用天線廣播分導或電訊網絡設施的地方；變壓器房、低壓電掣房、本地低壓電掣房、電錶房、超低電壓房、消防檢測水錶櫃、消防泵房、消防花灑泵房、消防水箱、消防/消防花灑/水簾泵房、水簾泵房、水簾水箱、水錶櫃、保安護衛室、管理員櫃檯、濾水裝置機房、熱泵房、儲物室、水管槽、出入通道口、通道地方、天台、頂層天台、上層天台、「第VIII期康樂地方與設施」、「第VIII期停車場」地下單車位、「綠化地方」部分(包括但不限於花槽、草坪、垂直綠化、綠化天台、有蓋綠化地方及水景特色)、構成任何「第VIII期住宅公用地方」圍牆一部分的地下、一樓及二樓外牆部分、各座「大廈」(釋義以「副公契」所訂為準)外牆(包括非結構性預製外牆)、在任何「第VIII期住宅單位」(釋義以「副公契」所訂為準)之內的結構柱(如有)及附屬任何「第VIII期住宅單位」的結構柱(如有)，以及《建築物管理條例》(香港法例第344章)附表1訂明(如有者)供「第VIII期住宅發展項目」「業主」、佔用人及受許可人公用與共享的「第VIII期住宅發展項目」內所有其他公用部分。「第VIII期住宅公用地方」在「副公契」所夾附圖則以靛藍色、靛藍色間紅斜線及靛藍色間黑斜線顯示，僅供識別用途。
- 18.「**第VIII期住宅公用服務與設施**」指「第VIII期」「非車站發展項目」內、上或下供多個「第VIII期」「住宅單位」共用的服務與設施，其中包括但不限於告示板、吊船及吊升平台、遮陽裝置、逃生梯緊急照明系統、管道、水管、電纜、敷設電線、水泵、水箱、機器及機械、電力裝置、配件、設備與器具及升降機，但不包括任何屬於「第VIII期內非車站發展項目公用服務與設施」、「第VIII期停車場公用服務與設施」、「第VIII期公用服務與設施」及「第VIII期內住宅發展項目公用服務與設施」的服務與設施。
- 19.「**第VIII期內住宅發展項目公用地方**」指擬供「住宅發展項目」全體「業主」公用而非個別「發展期」任何一名或一組「業主」專享的「第VIII期」內「住宅發展項目公用地方」部分，其中包括但不限於「綠化地方」(包括園景綠化陽台及花槽)部分，以及位於三樓構成「第VIII期內住宅發展項目公用地方」圍牆一部分的外牆部分。「第VIII期內住宅發展項目公用地方」在「副公契」所夾附圖則以灰色顯示，僅供識別用途。
- 20.「**第VIII期內住宅發展項目公用服務與設施**」指構成「第VIII期住宅發展項目公用服務與設施」的服務及設施，供「住宅發展項目」公用而非個別「發展期」任何一名或一組「業主」專享，包括但不限於照明裝置、電纜、消防裝置、排水及渠務水管、氣體管道、保安系統及其他安裝於「第VIII期內住宅發展項目公用地方」的附屬設施。
- 21.遵從《建築物管理條例》及「主公契」之條文規定，「公用地方」及「公用服務與設施」將由「經理人」(釋義以「主公契」所訂為準)以專有權控制。「經理人」具有權力及職責維修和保養「公用地方」及「公用服務與設施」，以保持其維修充足及狀態良好。
- 22.適用於「發展項目」「業主」的權利、地役權及特權：
- a.「非車站發展項目」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)擁

有全權和自由權通行、進出、往返及使用「非車站發展項目公用地方」及「非車站發展項目公用服務與設施」，以作完善使用及享用其「單位」之所有用途。

- b. 每名「發展項目」「單位」現任「業主」、其代理及受許可人（與所有其他具有同等權利之人等共享）擁有全權和自由權使用「主公契」和任何「副公契」及「分副公契」訂明擬供該名「業主」使用的「私家康樂設施」，以純粹作康樂用途，但必須遵守「經理人」制訂的規則、規例及繳付指定收費，惟不可使用擬供「發展項目」其他部分「業主」使用的任何其他「私家康樂設施」。「業主」行使本項權利時，概不可損害或干預又或允許、容忍他人損害或干預在該處提供的一般生活便利設施、機器、設備或服務。

23. 適用於所有「住宅發展項目」「業主」的權利、地役權及特權：

每名「住宅發展項目」「單位」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人（遵從「經理人」、「財政司司長法團」（釋義以「主公契」所訂為準）及「港鐵」享有之權利）（與所有其他具有同等權利之人等共享）擁有全權和自由權通行、進出、往返及使用「住宅發展項目公用地方」及「住宅發展項目公用服務與設施」，以作完善使用及享用其「單位」之所有用途。

24. 適用於「第VIII期」「業主」的權利、地役權及特權：

- a. 每名現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人可如下享有全權及自由權：
- i. 就「第VIII期住宅單位」，與所有其他具有同等權利之人等共同通行、進出及往返「第VIII期內非車站發展項目公用地方」、「第VIII期內住宅發展項目公用地方」、「第VIII期公用地方」及「第VIII期住宅公用地方」；
- ii. 就「第VIII期停車位」，與所有其他具有同等權利之人等共同通行、進出及往返「第VIII期內非車站發展項目公用地方」、「第VIII期公用地方」及「第VIII期停車場公用地方」；

以作完善使用及享用其「單位」之所有用途。

- b. 每名「第VIII期住宅單位」現任「業主」、其傭僕、代理、受許可人、租客及合法佔用人享有全權及自由權通行、進出及往返「第VIII期停車場公用地方」及使用「第VIII期停車場公用服務與設施」，以作所有關乎以下事宜的用途：(a)進出構成「第VIII期公用地方」一部分的「第VIII期」上各建築物一樓垃圾及

物料回收房（在「副公契」所夾附一樓平面圖註明為“REFUSE STORAGE & MATERIAL RECOVERY CHAMBER”，僅供識別用途）；及(b)進出、往返和使用「第VIII期停車場」內的「訪客停車位」。

- c. 茲毋損「主公契」第二附錄第I部分第1(c)條之一般規定，「地盤H」「業主」有權透過現時或於「批租年期」內任何時間位於或貫越「非車站發展項目」其他部分的公用服務坑及井之污水管、排水渠、水管、排煙管、管道、管槽、電線、電纜及其他導體享用輸往「地盤H」及由該處引出的不間斷水、污水排放、氣體、電力、通風、空調、電話及其他公用服務或服務設施。「地盤H」「業主」須負責上述供彼等使用的污水管、排水渠、水管、排煙管、管道、管槽、電線、電纜及其他導體之修理及維修費用，並須分擔位於「地盤H」及「非車站發展項目」其他部分之相關公用服務坑及井的修理及維修費用，分擔比例由「經理人」依照「主公契」規定合理釐定。
- d. 茲毋損「主公契」第二附錄第I部分第1(b)條之一般規定，及受制於「副公契」D節第12條之規定，「地盤H」「業主」有權享有由位於「地盤H」外之東面並支承「第VIII期」及（如適用）「非車站發展項目」其他部份或為其而設的結構柱及相關橫樑及（如有）其相關的結構樓板所提供的垂直及側面支承。

25. 每份「份數」（釋義以「主公契」所訂為準）均須遵從以下保留原權益及保留新權益：

a. 「經理人」之權利

- (i) 「經理人」擁有全權及特權在事前發出合理通知書（緊急情況除外）後，於所有合理時間單獨或聯同測量師、工人及其他人等進入「該土地」（釋義以「主公契」所訂為準）及「發展項目」任何部分，包括任何「單位」（但不包括「車站綜合大樓」（釋義以「主公契」所訂為準）），除非事前經「港鐵」書面同意則例外，亦不包括「政府樓宇」（釋義以「主公契」所訂為準），除非事前經「政府樓宇」「業主」批准則例外（緊急情況除外），以便檢查、重建、修理、更新、更換、翻新、維修、清潔、髹漆粉飾或裝修「非車站發展項目」、「公用地方」、「公用服務與設施」或該處任何部分之結構，或「業主」失責不修理及不維修的任何「單位」，又或消滅任何確實或可能影響「公用地方」、「公用服務與設施」或其他「業主」的危害或滋擾，又或行使或執行「主公契」條文賦予「經理人」的任何權力與職責。惟「經理人」必須盡量避免造成滋擾，如導致任何損害則妥善修葺。「經理人」根據本條行使權利進入「政府

樓宇」，只限於執行維修和修理工程，如對「政府樓宇」造成任何損害，必須承擔所有相關費用與開支。

- (ii) 「經理人」有權透過許可，在事前經由「非車站發展項目」「業主」於根據「主公契」召開的「非車站發展項目」「業主」會議議決通過或經由相關「發展期」「業主」於根據相關「副公契」召開的相關「發展期」「業主」會議議決通過（視乎情況而定），並在事前獲地政總署署長書面同意後，授權使用附屬於相關「發展期」公用地方的外牆（「政府樓宇」之外牆除外）作廣告用途，以及允許安裝或搭建海報或其他廣告牌或構築物（不論有照明與否），並且有權拆除、修理、維修、保養或更換此等物件，以及從最就近的建築物或構築物（「政府樓宇」除外）取電驅動此等廣告海報、招牌及其他構築物，惟概不可影響或阻礙任何人士使用及享用和進出「政府樓宇」。
- (iii) 「經理人」有權透過許可，在事前獲受影響「非車站發展項目」部分的相關「業主小組委員會」（釋義以「主公契」所訂為準）批准後，按其視為恰當的條款與條件，授權將任何屬於「公用地方」的住宅大廈轉換層用作毗連該處「住宅發展項目」「單位」「業主」的庭院。
- (iv) 「經理人」、其傭僕、代理、承辦商及正式授權人等，有權在事前發出合理通知（緊急情況除外）後，通行及進入任何平台並按需要在該處逗留一段合理時間，以便檢查、重建、修理、更新、維修、清潔、髹漆粉飾或裝修平台內或上必須經由平台出入的「公用地方」及「公用服務與設施」所有或任何部分，並可於整個施工期間在平台暫時搭建、放置或存放任何棚架或其他必要機器、設備或物料，以便進行工程。

b. 「港鐵」之權利

- (i) 遵照「政府批地書」之條款規定或應地政總署署長要求，以「業主」之整體利益為本，將「公用地方」及「公用服務與設施」或其任何部分連同相關的「份數」（釋義以「主公契」所訂為準）無償地轉讓予「經理人」。此等地方與設施轉讓後，即由「經理人」以信託形式代表全體「業主」持管。如「經理人」按照「主公契」H節第2條規定辭職、清盤或遭革除而另行委任新經理人，又或根據《建築物管理條例》成立之「發展項目」「業主立案法團」作出要求，則離任「經理人」或其清盤人必須將此等「公用地方」及「公用服務與設施」連同相關「份數」（如有者）轉讓予新經理人或「業主立案法團」（視乎情況適當），以便其以上述的信託方式持管；

- (ii) 如事前經由「非車站發展項目」業主於根據「主公契」召開的「非車站發展項目」業主會議議決批准或經由相關「發展期」業主於根據相關「副公契」召開的相關「發展期」業主會議議決批准(視乎情況而定),將「專用地方」(釋義以「主公契」所訂為準)任何部分劃為「公用地方」或「公用服務與設施」,惟不可影響任何人士完善使用及享用「政府樓宇」。此外,任何如上劃定的附加「公用地方」或附加「公用服務與設施」不可重新改為或劃為「港鐵」自用或專享。「港鐵」應編製或達致編製一套圖則顯示此等附加「公用地方」,備存於「非車站發展項目」管理處,以供「業主」免費在正常辦公時間查閱;
- (iii) 只須遵從「政府批地書」第(58)條批地特別條款之規定,在事前獲地政總署署長書面同意後,分配「份數」予「發展項目」每個「發展期」及「車站綜合大樓」和每個「發展期」每個「單位」及「公用地方」,同時分配「管理份數」(釋義以「主公契」所訂為準)予該「發展期」每個「單位」。如「非車站發展項目」最後「發展期」獲發「佔用許可證」(釋義以「主公契」所訂為準)時,應根據該「發展期」各「單位」的「樓面總面積」(釋義以「主公契」所訂為準)分配予各「單位」的「份數」少於當時尚未分配的可用「份數」總額,則「港鐵」應將分配後剩餘的「份數」分配予「公用地方」,並由「港鐵」以信託方式代表全體「業主」持管,又或依照「主公契」第二附錄第II部分第3(b)段規定,連同所有之前已分配予「公用地方」的所有「份數」轉讓予「經理人」;
- (iv) 只須在事前獲地政總署署長書面同意,即可在「發展項目」個別部分獲發「佔用許可證」後分配及再分配「份數」予該部分和每個「單位」以及「公用地方」及「公用服務與設施」,並且因應樓面總面積變更所需而分配及再分配「管理份數」予該處每個「單位」,惟分配或再分配「份數」概不可影響「政府樓宇」之「份數」及「管理份數」比例;
- (v) 於「非車站發展項目」最後「發展期」落成後修改、更改、改動、加建、改造或取代「公用地方」及「公用服務與設施」的任何部分,惟此舉不可嚴重影響及妨礙「業主」實際使用和享用其「單位」,亦不可妨礙任何人士使用及享用「政府樓宇」。「業主」或擁有「發展項目」或其任何部分權益的其他人士概無權基於此等修改、更改、改動、加建、改造或取代工程向「港鐵」興訟,惟「公用地方」及「公用服務與設施」亦不可減少。此外,儘管前文有任何規定,倘「港鐵」將任何「公用地方」改為自用專享,必須經由「發展項目業主委員會」(如有者)或相關之「業主小組委員會」(如有者)(視乎情況而定)批准,「港鐵」就批准支付的任何款項一律撥入相關的「特別基金」(釋義以「主公契」所訂為準)。如「港鐵」將其擁有的任何「該土地」地方改為或劃作「公用地方」,必須經由「業主」於根據「主公契」召開的「非車站發展項目」業主會議議決通過或經由相關「發展期」業主於根據相關「副公契」召開的會議議決通過(視乎情況而定)。再者,任何附加「公用地方」或附加「公用服務與設施」均不可重新改為或劃為「港鐵」自用或專享。「港鐵」應編製或達致編製一套圖則顯示此等附加「公用地方」,並備存於「非車站發展項目」管理處,以供「業主」免費在正常辦公時間查閱;
- (vi) 建造、維修、鋪設、更改、拆除、改道分流和更新位於「該土地」及「發展項目」內(專為「政府樓宇」而設的服務與設施除外),或部分跨越「該土地」及「發展項目」(專為「政府樓宇」而設的服務與設施除外)和任何毗連土地而專為「該土地」及「發展項目」及/或其他毗連、毗鄰或鄰近土地供應公用服務與康樂設施所裝設的排水渠、水管、電纜、污水管及其他裝置、配件、廂室及其他構築物,以及向任何人士授予前述的許可權,條款與條件按「港鐵」視作恰當為準。如上述排水渠、水管、電纜、污水管、裝置、配件、廂室及其他構築物屬於「公用地方」或「公用服務與設施」一部分,因向毗連、毗鄰或鄰近土地供應公用設施、服務及康樂設施所收取的代價扣除「港鐵」因此招致的相關工程費用後,一律撥入相關的「特別基金」;
- (vii) 如獲「發展項目業主委員會」或相關「業主小組委員會」(視乎情況而定)批准,有權向任何毗連或毗鄰土地授予「非車站發展項目公用地方」及「非車站發展項目公用服務與設施」或「住宅發展項目公用地方」及「住宅發展項目公用服務與設施」、個別「發展期」的「公用地方」及「公用服務與設施」或「私家康樂設施」之權利、通行權、地役權或準地役權(包括但不限於道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、康樂地方與設施、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水及電力儲存、變壓及供應系統之使用權),或透過許可方式以「港鐵」視為恰當的條款與條件向其視為恰當的人等授予同類權利,然而此舉概不可妨礙任何人士完善使用及享用「政府樓宇」。任何由該等所授予權利而獲取的款項一律撥入「特別基金」。
- 26.「副公契」訂立後,「港鐵」應將「第VIII期內非車站發展項目公用地方」及「第VIII期內非車站發展項目公用服務與設施」、「第VIII期公用地方」及「第VIII期公用服務與設施」、「第VIII期停車場公用地方」及「第VIII期停車場公用服務與設施」、「第VIII期住宅公用地方」及「第VIII期住宅公用服務與設施」、「第VIII期內住宅發展項目公用地方」及「第VIII期內住宅發展項目公用服務與設施」的整體「份數」,連同「第VIII期內非車站發展項目公用地方」及「第VIII期內非車站發展項目公用服務與設施」、「第VIII期公用地方」及「第VIII期公用服務與設施」、「第VIII期停車場公用地方」及「第VIII期停車場公用服務與設施」、「第VIII期住宅公用地方」及「第VIII期住宅公用服務與設施」、「第VIII期內住宅發展項目公用地方」及「第VIII期內住宅發展項目公用服務與設施」,免費或無償地轉讓予「經理人」,由「經理人」作為受托人代表全體「業主」持有,而且「經理人」必須把上述「份數」連同上述地方及有關服務與設施免費或無償地轉讓予繼任經理人(當「經理人」的委任終止時)或「業主立案法團」(當「業主立案法團」於任何時候要求時)。
- 27.(a) 茲以各「單位」現任「業主」及佔用人之利益為本,「非車站發展項目」將制訂「大廈規則」(釋義以「主公契」所訂為準)和「裝修規則」(釋義以「主公契」所訂為準),以管制「非車站發展項目」整體及「戶外地方」(釋義以「主公契」所訂為準)、「公用地方」(包括「私家康樂設施」)及「公用服務與設施」整體之使用、佔用、維修和環境控制事宜,以及佔用、到訪或使用該處各人等的行為操守。「大廈規則」及「裝修規則」將對「業主」及彼等之租客、受許可人、傭僕和代理約束(「政府樓宇」「業主」除外)。
- (b) 茲以各「單位」現任「業主」及佔用人之利益為本,「非車站發展項目公用地方」將制訂「大廈規則」及「裝修規則」,以管制只供「非車站發展項目」部分而非所有「發展期」使用之「非車站發展項目公用地方」(包括「私家康樂設施」)及「非車站發展項目公用服務與設施」的使用、佔用、維修和環境控制事宜,以及佔用、到訪或使用該處各人等的行為操守。此等「大廈規則」及「裝修規則」將對相關「發展期」「業主」及彼等之租客、受許可人、傭僕和代理約束(「政府樓宇」「業主」除外)。
- (c) 「經理人」有權不時制訂、撤銷及修訂「第VIII期屋苑規則」(釋義以「副公契」所訂為準),以管制「第VIII期」的使用、佔用、維修和環境控制事宜,以及佔用、到訪或使用該處各人等的行為操守,惟「第VIII期屋苑規則」概不可抵觸或違反「主公契」、「副公契」、「《建築物管理條例》或「政府批地書」之條文。倘已成立「第VIII期業主小組委員會」,「經理人」制訂、撤銷和修訂「第VIII期屋苑規則」,事前必須徵取「第VIII期業主小組委員會」的批准。
- (d) 「副公契」第四附錄所訂的「第VIII期屋苑規則」將被視為已於「第VIII期」「副公契」訂立日生效,並一直維持有效,直至依照「副公契」規定撤銷或修訂為止。

28. 遵從「主公契」第二附錄第II部分訂明「港鐵」享有的保留權利，以及「主公契」第二附錄第I部分第2條授予「政府樓宇」「業主」之權利，「業主」如非事前獲「經理人」書面同意，概不可作出任何下列行動，而「經理人」可全權酌情給予或拒絕同意又或附加任何條件：

- (a) 在任何建於「非車站發展項目」或「公用地方」上或內屬於任何建築物、車庫或其他構築物的天台、平台或其任何部分搭建、建造或允許或容忍他人搭建、建造任何性質的臨時或永久性構築物；
- (b) 損害、損壞或塗污或允許或容忍他人損害、損壞、塗污「公用地方」任何部分之結構、外牆結構或裝飾特色，包括「該土地」及「發展項目」內或周圍任何樹木、植物或灌叢；
- (c) 損害、干預或允許或容忍他人損害、干預「公用服務與設施」；
- (d) 在任何「公用地方」放置任何箱、垃圾桶、包裝物品、垃圾、物品或其他妨礙物以致造成阻礙或阻塞或允許或容忍他人造成阻礙或阻塞，「經理人」有權毋須通知清理並以其視為恰當的方式清理及處置上述物件，費用由「業主」支付。「經理人」概毋須就此向「業主」或任何其他人士承擔責任，而每名「業主」現同意向「經理人」賠償所有由此招致的損失、索償、損害或開支並確保其免責；
- (e) 於任何情況下，犬隻亦必須由人手抱或配戴狗帶及口罩，否則不可進入「非車站發展項目」的升降機或其他擬作公用的部分。

29.(a) 遵從「主公契」第二附錄第II部分第3條訂明「港鐵」享有之保留權利，如非事前獲「發展項目業主委員會」或相關「業主小組委員會」(視乎情況而定)批准，「業主」不可將任何「公用地方」改為其專用或專享。

- (b) 遵從「主公契」第二附錄第II部分第3條訂明「港鐵」享有之保留權利，任何「業主」(作為尚未落成之「非車站發展項目」部分「業主」的「港鐵」除外，「港鐵」有權於任何根據「主公契」訂立之「副公契」、「分副公契」或「分割契約」將尚未落成的「非車站發展項目」部分劃為「公用地方」)如非事前經由「非車站發展項目」「業主」於根據「主公契」召開的會議議決批准，或經由相關「發展期」「業主」於根據相關「副公契」召開的會議議決批准(視乎情況而定)，一律不可將其擁有的地方改為或劃為「公用地方」。任何「業主」或「經理人」均無權將「公用地方」重新改為或劃作其專用或專享。

30. 「經理人」應在個別「發展期」的「副公契」、「分副公契」或(如適

用者)「分割契約」訂立後，在「非車站發展項目」管理處備存相關「副公契」、「分副公契」或「分割契約」(如適用者)所夾附「公用地方」的圖則，以供「業主」免費於正常辦公時間查閱，並且不時備存記錄圖則，以顯示於「非車站發展項目」最後「發展期」建成之前任何已開拓「發展期」邊界外的「非車站發展項目公用地方」，以及在「非車站發展項目」最後「發展期」的「副公契」訂立後備存一套「公用地方」的圖則，顯示任何「發展期」邊界外的所有「非車站發展項目公用地方」。「經理人」應免費向「政府樓宇」「業主」提供上述圖則及不時生效的相關修訂本。上述圖則必須由「非車站發展項目」的「認可人士」或其代表核證準確。

(B) 分配予「期數」每個住宅物業的不分割份數數額如下：

座數	樓層	住宅單位	分配予每個住宅單位之份數
1	5樓	A	983
		B	677
		C	447
		D	646
		E	434
		F	433
		G	438
		H	680
		J	721
		6樓-18樓 (不設13樓及14樓) (11層)	A
	B		677
	C		447
	D		646
	E		434
	F		433
	G		438
	H		680
	J		721

座數	樓層	住宅單位	分配予每個住宅單位之份數
1	19樓	A	983
		B	677
		C	447
		D	646
		E	434
		F	433
		G	403
		H	680
		J	721
		20樓-31樓 (不設24樓) (11層)	A
	B		677
	C		447
	D		646
	E		434
	F		433
	G		438
	H		680
	J		721
	33樓-60樓 (不設34樓、44樓及54樓) (25層)		A
		B	670
		C	447
		D	641
		E	434
		F	432
		G	433
		H	679
		J	719

座數	樓層	住宅單位	分配予每個住宅單位之份數
2	5樓	A	746
		B	683
		C	447
		D	649
		E	437
		F	435
		G	444
		H	692
		J	732
	6樓-16樓、 18樓-39樓 (不設13樓、 14樓、24樓 及34樓) (29層)	A	746
		B	683
		C	447
		D	649
		E	437
		F	435
		G	444
		H	692
		J	732
	41樓-60樓 (不設44樓及54 樓) (18層)	A	737
		B	670
		C	447
		D	642
		E	434
		F	433
		G	435
		H	687
		J	727

座數	樓層	住宅單位	分配予每個住宅單位之份數
2	61樓-67樓 (不設64樓) (6層)	A	737
		B	670
		C	447
		D	642
		E	434
		F	433
		G	435
		H	687
		J	721
	5樓	A	965
		B	688
		C	697
		D	717
		E	447
		F	439
		G	440
		H	692
		J	732
3	6樓-16樓、 18樓-39樓 (不設13樓、 14樓、24樓 及34樓) (29層)	A	965
		B	688
		C	697
		D	717
		E	447
		F	439
		G	440
		H	692
		J	732

座數	樓層	住宅單位	分配予每個住宅單位之份數
3	41樓-60樓 (不設44樓及54 樓) (18層)	A	962
		B	686
		C	690
		D	712
		E	444
		F	440
		G	435
		H	687
		J	727
	61樓-68樓 (不設64樓) (7層)	A	962
		B	686
		C	690
		D	712
		E	444
		F	440
		G	435
		H	687
		J	721

註：

1. 第1座樓層編號不設4樓、13樓、14樓、24樓、34樓、44樓及54樓。
2. 第2及3座樓層編號不設4樓、13樓、14樓、24樓、34樓、44樓、54樓及64樓。
3. 第1座32樓為庇護層。
4. 第2及3座17樓及40樓為庇護層。
5. 第1、2及3座所有樓層均不設I住宅單位。

(C)「期數」經理人的委任年期

香港鐵路有限公司將獲委任為「發展項目」之經理人，以管理「非車站發展項目」及「戶外地方」整體和提供服務，首屆任期由「主公契」生效日開始，至「非車站發展項目」最後「發展期」的「副公契」或「分割契約」訂立日後兩年或「政府批地書」所訂之建築規約期屆滿後（二者取其較早）終止。

(D)「期數」內各住宅物業的擁有人分擔管理開支的基準

1. 每名「業主」（「政府樓宇」業主除外，其須依照「主公契」E節第9(b)條規定攤付「管理費」（釋義以「主公契」所訂為準）；作為「車站綜合大樓」及「專用地方」（如有者）「業主」之「港鐵」除外，其須依照「主公契」E節第8(c)、8(d)及8(e)條規定攤付費用）應以下列方式攤付「管理費」：

- (a) 所有「非車站發展項目」「單位」「業主」（「政府樓宇」「業主」除外）應按其「單位」之「管理份數」佔「非車站發展項目」（「政府樓宇」除外）所有「管理份數」之比例攤付「非車站發展項目公用地方與設施管理副預算案」開支；
- (b) 「住宅發展項目」「單位」「業主」應按其「單位」之「管理份數」佔「住宅發展項目」所有「管理份數」之比例攤付「住宅發展項目公用地方與設施管理副預算案」開支；及
- (c) 每個「發展期」的「單位」「業主」（「政府樓宇」「業主」除外）應按其「單位」之「管理份數」佔該「發展期」（「政府樓宇」除外）所有「管理份數」的比例攤付相關「發展期管理副預算案」開支。「經理人」編製個別「發展期」或其任何部分之副預算案時，只有歸屬該「發展期」整體的開支可如上分攤。任何分副預算案的開支，將由該分副預算案相關「單位」的「業主」按其「單位」之「管理份數」佔分副預算案相關「單位」所有「管理份數」之比例攤付。

2. 根據「主公契」E節第8(b)條規定，任何由「車站綜合大樓」支撐的「發展期」之「業主」（不包括「政府樓宇」「業主」）均須分擔有關「車站綜合大樓」與此等「發展期」的任何部分之間各屏板，以及支撐或服務「車站綜合大樓」及任何此等「發展期」的任何「車站綜合大樓」結構項件及/或設施的任何結構性修理和維修費用與開支。任何此等「發展期」的「業主」（「政府樓宇」「業主」除外）與「車站綜合大樓」業主應按下列比例分擔上述費用與開支：

- (a) 「車站綜合大樓」業主：51%；

(b) 由「車站綜合大樓」支撐之「發展期」的「業主」（「政府樓宇」「業主」除外）：49%。

3. 根據「主公契」E節第8(c)條規定，「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」，必須按比例分擔以下地方與設施保養、管理、修理及維修費用和保險保費：

- (a) 「政府批地書」第(7)、(8)、(99)及(100)條批地特別條款分別訂明根據「政府批地書」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款界定的「黃色範圍」、「粉紅色間綠斜線及粉紅色間綠斜線加黑點範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」（包括該處之護土牆）、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

(b) 「公眾休憩用地」；

- (c) 24小時有蓋行人走道（「政府批地書」第(53)(b)(iv)條批地特別條款所訂為準）、「有蓋行人天橋」（「政府批地書」第(54)(a)條批地特別條款所訂為準）、「內部交通系統」（釋義以「政府批地書」第(60)(a)條批地特別條款所訂為準）、緊急救援車輛通道（「政府批地書」第(60)(f)條批地特別條款所訂為準）及「照明系統」（「政府批地書」第(60)(g)條批地特別條款所訂為準）各部分，而此等部分：

- (i) 不納入任何「發展期」邊界範圍內；
- (ii) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部分；及
- (iii) 根據「政府批地書」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款規定不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」。

4. 根據「主公契」E節第8(d)條規定，「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」，必須按比例分擔遵照「政府批地書」第(90)條批地特別條款規定提交潛在堆填氣體及滲漏污水遷流處理建議書和推行經核准建議的費用。

5. 「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」應根據「主公契」E節第8(c)及(8)(d)條分擔保養、管理、修理、維修費用和保險保費，計算基準為「車站綜合大樓」之建築樓面總面積（即127,000平方米）連同「專用地方」（如有者）之建築樓面總面積（統稱「車站綜合大樓及專用地方建築樓面總面積」）佔「非車站發展項目」所有現已落成部分建築樓面總面積（「已落成非車站發展項目建築樓面總面積」）加「車站綜合大樓及專用地方

建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。於本款而言，「專用地方建築樓面總面積（如有者）」指「專用地方」（如有者）的實際樓面總面積，不論根據《建築物條例》或「政府批地書」該樓面總面積是否應計亦然；而「非車站發展項目所有現已落成部分建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」（釋義以「政府批地書」所訂為準）的實際樓面總面積和當時已落成的「商業樓宇」（釋義以「政府批地書」所訂為準）的實際樓面總面積，不論根據《建築物條例》或「政府批地書」該樓面總面積是否應計亦然。

6. 根據「副公契」D節第12條規定，就位於「地盤H」外之東面並支承「第VIII期」及（如適用）「非車站發展項目」其他部份或為其而設的結構柱及相關橫樑及（如有）其相關的結構樓板，「第VIII期」的「業主」必須：

- (a) 當該結構柱及相關橫樑及（如有）其相關的結構樓板僅支承「第VIII期」或為其而設期間，獨自負責支付維修及管理該結構柱及相關橫樑及（如有）其相關的結構樓板的費用；及
- (b) 當該結構柱及相關橫樑及（如有）其相關的結構樓板支承「第VIII期」及（如適用）「非車站發展項目」其他部份或為其而設時，與其他相關「發展期」內相關「單位」的「業主」及/或與其他相關「發展期」的「業主」（視情況而定），按照根據「主公契」J節第5條定明的分擔比例，負責支付維修及管理該結構柱及相關橫樑及（如有）其相關的結構樓板的費用。

(E)釐定管理費按金的基準

管理費按金的金額為三(3)個月「管理開支」。

(F)關乎業主於「期數」內預留自用地方（如有者）的「主公契」及「副公契」條文摘要

不適用。

A. Summary of the provisions of the Principal Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.09062303030203 (“the PDMC”) and the draft Sub-Deed of Mutual Covenant and Management Agreement (“the SDMC”) that deal with the common parts of the Phase

1. **“Common Areas”** means (i) the Non-Station Development Common Areas, (ii) the Phase I Extra-Phase Common Areas (as defined in the PDMC), (iii) the Residential Development Common Areas and (iv) those parts of Non-Station Development (as defined in the PDMC) as are designated common areas for the sole benefit of the Owners (as defined in the PDMC) of a particular Phase (as defined in the PDMC) or a group of Owners of a particular Phase in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant (as defined in the PDMC) or Sub-Sub-Deed of Mutual Covenant (as defined in the PDMC) or Deed Poll (as defined in the PDMC) to be executed pursuant to the PDMC including, but not limited to, communal sky gardens, communal podium gardens, mail delivery rooms with mail boxes (if any) which are green and innovative features exempted from the calculation of gross floor area or site coverage or both by the Building Authority and the Director of Lands pursuant to the Joint Practice Notes Nos.1 and 2 issued by the Buildings Department, the Lands Department and the Planning Department but excluding those parts of the Residential Development (as defined in the PDMC), the Commercial Development (as defined in the PDMC), the Car Park (as defined in the PDMC) or the Kindergartens (as defined in the PDMC) which belong to the Owner of any particular Unit (as defined in the PDMC).
2. **“Common Services and Facilities”** means (i) the Non-Station Development Common Services and Facilities, (ii) the Phase I Extra-Phase Common Services and Facilities (as defined in the PDMC), (iii) the Residential Development Common Services and Facilities and (iv) those services and facilities of the Non-Station Development as are designated common services and facilities for the sole benefit of the Owners of a particular Phase or a group of Owners of a particular Phase in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC excluding those services and facilities which belong to the Owner of any particular Unit.
3. **“Non-Station Development Common Areas”** means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and

structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space (as defined in the PDMC); the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee (as defined in the PDMC) or the Owners Corporation (as defined in the PDMC) or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of the PDMC.

4. **“Non-Station Development Common Services and Facilities”** means those services and facilities constructed or to be constructed in on or under the Development (as defined in the PDMC) and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, sewers, gutters, drains, watercourses, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts; air-conditioners and fans; recycled grey water system; aerial broadcast distribution or telecommunication network facilities and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of the Non-Station Development as part of the amenities thereof and not for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Services and Facilities and those services and facilities forming parts of the Common Services and Facilities of a particular Phase designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase).
5. **“Residential Development Common Areas”** means those parts of the Non-Station Development intended for the common use and benefit of all the Owners of the Residential Development and not for the sole benefit of any Owner or group of Owners in a Phase, including but not

limited to the Central Park (as defined in the PDMC), the activity green as identified on the approved landscape master plans and other areas to be designated as common areas of or for the common use and benefit by the Owners of the Residential Development as a whole by MTR (as defined in the PDMC) at any time after the date of the PDMC in and more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC.

6. **“Residential Development Common Services and Facilities”** means those services and facilities constructed or installed or to be constructed or installed in on or under the Non-Station Development and which serve the Residential Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase and any other services and facilities to be designated as common services and facilities of or for the common use and benefit by the Owners of the Residential Development as a whole by MTR at any time after the date of the PDMC in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC.
7. **“Common EV Facilities”** means all such facilities installed or to be installed within the Phase VIII Car Park Common Areas for the common use and benefit of the Owners of the Phase VIII Car Parking Spaces (as defined in the SDMC) for the purpose of or in relation to the charging of electric motor vehicles or electric motor cycles licensed under the Road Traffic Ordinance Chapter 374 of the Laws of Hong Kong Special Administrative Region parking at any of the Phase VIII Car Parking Spaces; such facilities shall not serve any of the Phase VIII Car Parking Spaces exclusively or belong to any of the Owners of the Phase VIII Car Parking Spaces and shall include but not limited to such wires, cables, ducts, trunking, equipment, apparatus and such other electrical or other installations or otherwise for or in relation to such purpose.
8. **“Greenery Area”** means the area(s) of Site H (as defined in the SDMC) planted with trees, shrubs or other plants pursuant to Special Condition No.(102)(b)(ii) of the Government Grant (as defined in the PDMC), and for identification purpose only shown and coloured Light Indigo, Red and Light Green on Plan DMC-23 and Plan DMC-24 annexed to the SDMC.
9. **“Non-Station Development Common Areas within Phase VIII”** means those parts of the Non-Station Development Common Areas situated within Phase VIII (as defined in the SDMC) which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, those 11 structural columns located within Site H serving both Site H and Site J, part of the Public Open Space (as for identification purpose only shown coloured orange hatched red on Plan DMC-04 annexed to the SDMC), covered walkway on 3/F (including its canopy

and associated structures thereof) forming part of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant (as for identification purpose only marked “COVERED WALKWAY” and shown coloured orange cross-hatched red on Plan DMC-04 and Plan DMC-05 annexed to the SDMC), hard paved areas, driveways, part of the Greenery Area (including landscape decks and planters), such parts of external walls of 3/F forming parts of the enclosing walls of any Non-Station Development Common Areas within Phase VIII, and the Non-Station Development Common Areas within Phase VIII for identification purpose only are shown on the plans annexed to the SDMC and thereon coloured Orange, Orange Hatched Red and Orange Cross-hatched Red.

10. **“Non-Station Development Common Services and Facilities within Phase VIII”** means those services and facilities forming parts of the Non-Station Development Common Services and Facilities in Phase VIII and which serve the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, lightings, electrical cables, fire services, plumbing and drainage water pipes, gas pipe(s), security system and other ancillary facilities installed or to be installed in the Non-Station Development Common Areas within Phase VIII.
11. **“Phase VIII Car Park Common Areas”** means the whole of the Phase VIII Car Park (as defined in the SDMC) (except those Phase VIII Car Parking Spaces and pedal-cycle parking spaces shown and delineated on the car park layout plan approved by the Building Authority), intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VIII Car Park including, but not limited to, such parts of external walls of 1/F and 2/F forming parts of the enclosing walls of any Phase VIII Car Park Common Areas (but excluding those 11 structural columns located within Site H which form parts of the Non-Station Development Common Areas within Phase VIII serving both Site H and Site J), vent duct for 1/F carpark, vent duct for 2/F carpark, vent duct for carpark and transformer room, driveways, electrical meter rooms, entrances, fan rooms, ramps, staircases, transformer room, vent ducts, Visitors’ Car Parking Spaces (as defined in the SDMC) (including parking spaces for disabled persons provided in Site H pursuant to Special Condition No.(44)(a) (vii) of the Government Grant); and the Phase VIII Car Park Common Areas are for identification purpose only as shown on the plans annexed to the SDMC and thereon coloured Green.
12. **“Phase VIII Car Park Common Services and Facilities”** means those services and facilities in on or under Phase VIII and which serve the Phase VIII Car Park as a whole including, but not limited to, the Common EV Facilities, EV Facilities for Visitors’ Car Parking Spaces (as defined in the SDMC), plant and machinery, electrical installations fittings and equipment, barriers, guard room and water supply apparatus but excluding anything contained in the Non-Station Development

Common Services and Facilities within Phase VIII, the Phase VIII Common Services and Facilities, the Phase VIII Residential Common Services and Facilities and the Residential Development Common Services and Facilities within Phase VIII.

13. **“Phase VIII Common Areas”** means those parts of Phase VIII which are intended for use by the Owners of more than one constituent parts of Phase VIII, namely the Phase VIII Car Park and the Phase VIII Residential Development (as defined in the SDMC) and not for the sole benefit of the Owners of only one constituent part including, but not limited to, emergency vehicular access on the Ground Floor as defined and provided under Special Condition No.(60)(f) of the Government Grant, landscaped areas, H.R. cabinet at M/L, F.S.I. for podium at L/L, electrical duct, filtration plant room for water feature, water pump rooms, check meter cabinet, variable refrigerant volume air conditioning rooms, lifts, lift lobbies, transformer rooms, main switch rooms, H.V. cable riser duct, cleansing water pump room for podium, Main T.B.E. room (main telecommunications and broadcasting room), irrigation tank room, ELV duct room, emergency generator and fuel tank, top roof, roads, driveways, lanes, footpaths, entrances, lobbies, counters, planters, staircases, ramps, landings, corridors and passages; drop off areas, refuse storage and material recovery chamber and refuse collection vehicle parking space; emergency generator rooms, F.S. control room, sprinkler pump room, street fire hydrant pump room, F.S. pump room (clubhouse & carpark), master water meter room, water meter cabinet, fan rooms, fuel tank rooms and pipe ducts on or in Phase VIII; the foundations and structure of the buildings erected in Phase VIII; estate management office, security control room, store, maintenance workshop and any other space in Phase VIII used for office or other accommodation of the Phase VIII Owners Sub-Committee (as defined in the SDMC) or watchmen or caretakers or other staff employed on or in or for Phase VIII; such parts of external walls of G/F, 1/F, 2/F and 3/F forming parts of the enclosing walls of any Phase VIII Common Areas (but excluding those 11 structural columns located within Site H which form parts of the Non-Station Development Common Areas within Phase VIII serving both Site H and Site J) ; part of the Greenery Area and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase VIII not used for the sole benefit of the Owners of any one constituent part of Phase VIII only and for identification purpose only as shown on the plans annexed to the SDMC and thereon coloured Yellow.
14. **“Phase VIII Common Services and Facilities”** means those services and facilities constructed or to be constructed in on or under Phase VIII and which serve more than one constituent parts of Phase VIII, namely the Phase VIII Car Park and the Phase VIII Residential Development including, but not limited to, sewers, gutters, drains, watercourses, water features, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, associated facilities for

provision of electricity services to Phase VIII, fittings, equipment and apparatus; communal aerial, satellite and cable reception, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment and lifts; air conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase VIII as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase VIII only.

15. **“Phase VIII Non-enclosed Areas”** means the Phase VIII Balconies (as defined in the SDMC) and the covered areas underneath the Phase VIII Balconies, the locations of which are for identification purpose only as shown and marked “BAL.” and “BALCONY ABOVE” on the plans annexed to the SDMC and the covered areas underneath the lowest balconies are for identification purpose only as shown and coloured Indigo Hatched Red on Plan DMC-05 annexed to the SDMC.
16. **“Phase VIII Recreational Areas and Facilities”** means the outdoor swimming pool, the heated indoor swimming pool, billiard room, changing rooms, children play area, computer room, function room, game rooms, gymnasium, kitchen workshop, lavatories, lift lobbies, music rooms, pool deck, reception, sitting lounge, spa room, unisex accessible lavatory, yoga room, recreational and sporting facilities, the gardens and grounds within Phase VIII and any other recreational facilities erected within Phase VIII pursuant to the provisions of Special Condition No.(52)(a)(i) and (iii) of the Government Grant which now are or may at any time during the Term (as defined in the PDMC) be provided only for the benefit of the residents and occupiers of the Phase VIII Residential Development and their bona fide visitors all of which shall form part of the Private Recreational Facilities (as defined in the PDMC) and the Local Open Space (as defined in the PDMC) (as the case may be) under the PDMC.
17. **“Phase VIII Residential Common Areas”** means those parts of the Phase VIII Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VIII Residential Development including, but not limited to, covered walkway (including its canopy and associated structures thereof), cable ducts, chiller plant room, chiller water pump room, exhaust air duct, E.V.A. (emergency vehicular access) on 2/F, fresh air duct, fire hydrant, fresh water tanks, flush water tanks, cleansing water tanks; fresh water, cleansing water and flush water tank rooms; flush water pump rooms, potable water pump rooms, potable and flush water pump room (clubhouse), fresh water, cleansing water and flush water pump rooms, glass canopies, hose reels, motor control centre room, refuse storage and material recovery chambers, sprinkler riser duct, telephone duct, terraces at 1/F and 2/F, top vent, vent ducts, entrances, lobbies, lift lobbies, lift machine rooms, lift pits, lift shafts, lift wells, staircases, landings, planters, water features, canopies, trellis, common flat roofs,

corridors and passages, ramps, loading and unloading bays required to be provided pursuant to Special Condition No.(16)(b)(i)(viii)(VI) of the Government Grant, transfer plates, refuge floors, sprinkler pump rooms, water pump rooms, control valve rooms, air-conditioning platforms, fan rooms, pipe wells, light wells, dog houses, Sub-T.B.E. rooms (sub-telecommunications and broadcasting rooms) and areas within Phase VIII for installation or use of aerial broadcast distribution or telecommunications network facilities; transformer rooms, low voltage switch rooms, local low voltage switch rooms, electric meter rooms, extra-low voltage rooms, F.S. check meter cabinets, F. S. pump rooms, sprinkler pump rooms, F.S. water tank, F.S. / sprinkler / drencher pump rooms, drencher pump rooms, drencher water tanks, water meter cabinets, guard room, caretaker's counters, filtration plant rooms, heat pump room, store, pipe ducts, access openings, access areas, roofs, top roofs, upper roofs, the Phase VIII Recreational Areas and Facilities, pedal-cycle parking spaces on G/F in the Phase VIII Car Park, part of the Greenery Area (including but not limited to planters, lawns, vertical greening, green roof, covered greenery areas and water features), such parts of external walls of G/F, 1/F and 2/F forming parts of the enclosing walls of any Phase VIII Residential Common Areas, the external walls (including non-structural prefabricated external walls) of the Towers (as defined in the SDMC), structural columns (if any) within any Phase VIII Residential Unit (as defined in the SDMC) and structural columns (if any) appertaining to any Phase VIII Residential Unit, and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within the Phase VIII Residential Development for the common use and benefit of the Owners, occupiers and licensees of the Phase VIII Residential Development; and the Phase VIII Residential Common Areas for identification purpose only are as shown on the plans annexed to the SDMC and thereon coloured Indigo, Indigo Hatched Red and Indigo Hatched Black.

18. **“Phase VIII Residential Common Services and Facilities”** means those services and facilities in on or under Phase VIII of the Non-Station Development and which serve more than one Phase VIII Residential Unit including but not limited to, notice boards, gondola and lifting platforms, sunshading devices, emergency lighting system at escape staircases, ducting, pipes, cables, wiring, water pumps, water tanks, plant and machinery, electrical installations, fittings, equipment and apparatus, and lifts but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase VIII, the Phase VIII Car Park Common Services and Facilities, the Phase VIII Common Services and Facilities and the Residential Development Common Services and Facilities within Phase VIII.

19. **“Residential Development Common Areas within Phase VIII”** means those parts of the Residential Development Common Areas situated within Phase VIII which are intended for use by Owners of the Residential Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, part of the

Greenery Area (including landscape decks and planters), such parts of external walls of 3/F forming parts of the enclosing walls of any Residential Development Common Areas within Phase VIII; and the Residential Development Common Areas within Phase VIII for identification purpose only are shown on the plans annexed to the SDMC and thereon coloured Grey.

20. **“Residential Development Common Services and Facilities within Phase VIII”** means those services and facilities forming parts of the Residential Development Common Services and Facilities in Phase VIII and which serve the Residential Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, lightings, electrical cables, fire services, plumbing and drainage water pipes, gas pipe(s), security system and other ancillary facilities installed in the Residential Development Common Areas within Phase VIII.

21. Subject to the Building Management Ordinance and the provisions of the PDMC, the Common Areas and the Common Services and Facilities shall be under the exclusive control of the Manager (as defined in the PDMC). The Manager shall have the powers and duties to maintain and keep in good repair and condition the Common Areas and the Common Services and Facilities.

22. Rights Easements and Privileges applicable to Owners of the Development:

- a. Full right and liberty for the Owner of the Non-Station Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and use such part(s) of the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities for all purposes connected with the proper use and enjoyment of his Unit.
- b. Full right and liberty for the Owner for the time being, his agents and licensees (in common with all other persons having the like right) of a Unit in the Development to use for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Manager, the Private Recreational Facilities intended for use by that Owner as specified in the PDMC and any Sub-Deed of Mutual Covenant and Sub-Sub-Deed of Mutual Covenant but not any other of the Private Recreational Facilities intended for use by Owners of the other parts of the Development PROVIDED that in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

23. Rights, Easements and Privileges applicable to all Owners of the Residential Development:

Full right and liberty (Subject Always to the rights of the Manager, FSI (as defined in the PDMC) and MTR) for the Owner of a Unit of the Residential Development for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon and use the Residential Development Common Areas and the Residential Development Common Services and Facilities for all purposes connected with the proper use and enjoyment of his Unit.

24. Rights, Easements and Privileges applicable to Owners of Phase VIII:

- a. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants:
 - i. of a Phase VIII Residential Unit to go, pass and repass over and along and upon the Non-Station Development Common Areas within Phase VIII, Residential Development Common Areas within Phase VIII, Phase VIII Common Areas and the Phase VIII Residential Common Areas in common with all others having the like right; and
 - ii. of a Phase VIII Car Parking Space to go, pass and repass over and along and upon the Non-Station Development Common Areas within Phase VIII, Phase VIII Common Areas and the Phase VIII Car Park Common Areas in common with all others having the like right;

for all purposes connected with the proper use and enjoyment of his Unit.
- b. Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants of a Phase VIII Residential Unit to go, pass and repass over and along and upon the Phase VIII Car Park Common Areas and to use the Phase VIII Car Park Common Services and Facilities for all purposes connected with (a) access to and from the refuse storage and material recovery chamber on 1/F of the buildings erected on Phase VIII (which is for identification purpose only as shown and indicated on the 1/F Floor Plan annexed to the SDMC as “REFUSE STORAGE & MATERIAL RECOVERY CHAMBER”), which forms part of the Phase VIII Common Areas, and (b) access and egress to and from and use of the Visitors' Car Parking Spaces in the Phase VIII Car Park.
- c. Without prejudice to the generality of Clause 1(c) of Part I of the Second Schedule to the PDMC, the right of the Owners of Site H to free and uninterrupted passage and running of water, sewage, gas, electricity, ventilation, air-conditioning, telephone and other

utilities or services from and to Site H through the sewers, drains, pipes, flues, conduits, ducts, wires, cables and other conducting media which are now or may at any time during the Term be in or passing through the utility pits and trenches within other parts of the Non-Station Development Provided That the Owners of Site H shall be responsible for the cost of repair and maintenance of such sewers, drains, pipes, flues, conduits, ducts, wires, cables and other conducting media serving them and also contribute to the cost of repair and maintenance of the relevant utility pits and trenches within Site H and other parts of the Non-Station Development in such proportion as the Manager shall reasonably determine in accordance with the provisions of the PDMC.

- d. Without prejudice to the generality of Clause 1(b) of Part I of the Second Schedule to the PDMC and subject to Clause 12 of Section D of the SDMC, the right of the Owners of Site H to subjacent and lateral support provided by the structural column and associated beam(s) located to the east of and outside Site H and (if any) the structural slab associated therewith which provide support to or serve Phase VIII and (if applicable) other part(s) of the Non-Station Development.

25. Exceptions and Reservations to which each Share (as defined in the PDMC) is subject:

a. Rights of Manager

- (i) Full right and privilege for the Manager, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land (as defined in the PDMC) and the Development including each Unit other than the Station Complex (as defined in the PDMC) except with the prior consent in writing of MTR and the Government Accommodation (as defined in the PDMC) except with the prior approval (save in case of emergency) of the Owner of the Government Accommodation for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Non-Station Development, the Common Areas and Common Services and Facilities or any part of parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for abating any hazard or nuisance which does or may affect the Common Areas, the Common Services and Facilities or other Owners or for the exercise and carrying out of any of its powers and duties under the provisions of the PDMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby Provided That in case of the Manager exercising its right of entry into the Government Accommodation pursuant to this Clause, such entry shall be for the purposes of maintenance and repair only and the

Manager shall be liable for all costs and expenses incurred for any damage caused to the Government Accommodation.

- (ii) The right for the Manager to authorise by way of licence, subject to the prior approval by a resolution of the Owners of the Non-Station Development at a meeting of the Owners of the Non-Station Development convened under the PDMC or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and the prior written consent of the Director of Lands the use of external walls forming part of the common areas of the relevant Phase (other than the external walls of the Government Accommodation) for advertising purposes and to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure (other than the Government Accommodation) nearest in proximity to such advertising posters signs and other structures Provided That the proper use and enjoyment of the Government Accommodation and the ingress to or egress from the Government Accommodation shall not be affected or interrupted.
- (iii) The right for the Manager to authorise by way of licence, subject to the prior approval of the relevant Owners Sub-Committee (as defined in the PDMC) of the part of the Non-Station Development affected such part of the transfer plate of any residential tower forming part of the Common Areas suitable for the purposes of a patio to the Owner of the Unit of the Residential Development adjacent thereto on terms and conditions as it deems fit.
- (iv) The right for the Manager, its servants, agents, contractors and persons duly authorized on prior reasonable notice (except in case of emergency) to gain access to and enter upon any such flat roof and to remain there for such reasonable period as may be necessary for the purpose of inspecting, rebuilding, repairing, renewing, maintaining, cleaning, painting or decorating all or any part of the Common Areas and Common Services and Facilities in or upon the flat roof or to which access is gained via the flat roof and, on a temporary basis, to erect, place or store on any flat roof any scaffolding or other plant, equipment or materials necessary for the purpose of any works for so long as such works are being carried on.

b. Rights of MTR

- (i) In accordance with the terms of the Government Grant or upon request by the Director of Lands, to assign the Common Areas and Common Services and Facilities or any part or

parts thereof together with the Shares (as defined in the PDMC) relating thereto to the Manager, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Manager as trustee for all the Owners and if the Manager shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of the PDMC and another manager appointed in its place, or if required by an Owners Corporation for the Development formed under the Building Management Ordinance then the Manager or its liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) to the new manager or Owners Corporation (as appropriate) upon the same trusts;

- (ii) to designate any part of the Reserved Areas (as defined in the PDMC) to be Common Areas or Common Services and Facilities subject to the prior approval by a resolution of the Owners of the Non-Station Development at a meeting of the Owners of the Non-Station Development convened under the PDMC or a resolution of the Owners of the relevant Phase at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) Provided That the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Further That any additional Common Areas or additional Common Services and Facilities so designated shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Non-Station Development and made available for inspection by the Owners free of costs and charges during normal office hours;

- (iii) Subject only to the provisions of Special Condition (58) of the Government Grant and obtaining the prior written consent of the Director of Lands to allocate Shares to each Phase and the Station Complex of the Development and to each Unit in and the Common Areas of that Phase and to allocate Management Units (as defined in the PDMC) to each Unit in that Phase; if on the issue of an Occupation Permit (as defined in the PDMC) for the final Phase of the Non-Station Development the Shares to be allocated to the Units in the final Phase based on the amount of the Gross Floor Area (as defined in the PDMC) of the Units in that Phase are less than the unallocated Shares at that time available the remainder of the Shares following such allocation shall be allocated by MTR to the Common Areas and to be held in trust by MTR on behalf of all Owners or assigned together with all Shares previously allocated to Common Areas to the Manager in accordance with the provisions of Paragraph 3(b) of Part II of the Second Schedule to the PDMC;

- (iv) Subject only to obtaining the prior written consent of the Director of Lands to allocate and re-allocate Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Service and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area Provided That the allocation or re-allocation of Shares shall not affect the proportion of Shares and Management Units allocated to the Government Accommodation;
- (v) After completion of the final Phase of the Non-Station Development, to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the physical use and enjoyment of the Units by the Owners shall not be materially and adversely affected and the use and enjoyment of the Government Accommodation shall not be adversely affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners or other person having an interest in the Development or any part thereof any right of action against MTR Provided That the Common Areas and Common Services and Facilities shall not be reduced and Provided Further That notwithstanding anything contained in the foregoing, if there is any conversion of any of the Common Areas to MTR's own use for its own benefit, such conversion shall be subject to the approval of the Development Owners Committee (if any) or the relevant Owners Sub-Committee (if any) (as the case may be) and any payment paid by MTR for the approval shall be credited to the relevant Special Fund (as defined in the PDMC) and if there is any conversion or designation of any of MTR's own areas in the Land as Common Areas, such conversion or designation shall be subject to the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) and Provided Further That any additional Common Areas or additional Common Services and Facilities shall not be re-converted or re-designated to MTR's own use or benefit and MTR shall prepare or cause to be prepared a set of plans showing such additional Common Areas which shall be kept at the management office of the Non-Station Development and made available for inspection by the Owners free of costs and charges during normal office hours;
- (vi) To construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings,

chambers and other structures within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely and exclusively serving the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit Provided that if the said drains, pipes, cables, sewers, installations, fittings, chambers and structures form parts of the Common Areas or the Common Services and Facilities, any consideration received for supplying of the said utilities, services and recreational facilities to the adjoining adjacent or neighbouring lands shall after deduction by MTR of the costs of the relevant works incurred by MTR be credited to the relevant Special Fund;

- (vii) Subject to the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) to grant any rights, rights of way or easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities or the Residential Development Common Areas and the Residential Development Common Services and Facilities or any Common Areas and Common Services and Facilities of a Phase or the Private Recreational Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as MTR shall deem fit Provided that the proper use and enjoyment of the Government Accommodation shall not be affected and Provided Always that any money received from the grant of any such rights shall form part of the Special Funds.

26. MTR shall upon execution of the SDMC assign the whole of the Shares in the Non-Station Development Common Areas within Phase VIII and Non-Station Development Common Services and Facilities within Phase VIII, the Phase VIII Common Areas and Phase VIII Common Services and Facilities, the Phase VIII Car Park Common Areas and Phase VIII Car Park Common Services and Facilities, the Phase VIII Residential Common Areas and Phase VIII Residential Common Services and Facilities and the Residential Development Common Areas within Phase VIII and Residential Development Common

Services and Facilities within Phase VIII together with the Non-Station Development Common Areas within Phase VIII and Non-Station Development Common Services and Facilities within Phase VIII, the Phase VIII Common Areas and Phase VIII Common Services and Facilities, the Phase VIII Car Park Common Areas and Phase VIII Car Park Common Services and Facilities, the Phase VIII Residential Common Areas and Phase VIII Residential Common Services and Facilities and the Residential Development Common Areas within Phase VIII and Residential Development Common Services and Facilities within Phase VIII to the Manager free of costs or consideration to be held by the Manager as trustee for all the Owners and the Manager must assign the said Shares together with the said areas and services and facilities free of costs or consideration to its successor as manager on termination of its appointment or to the Owners Corporation at any time if so required by the Owners Corporation.

- 27.(a) For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules (as defined in the PDMC) and Fitting Out Rules (as defined in the PDMC) regulating the use, occupation, maintenance and environmental control of the Non-Station Development as a whole and the Outside Area (as defined in the PDMC) and of the Common Areas (including the Private Recreational Facilities) and the Common Services and Facilities as a whole and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners and their tenants, licensees, servants and agents (other than the Owner of the Government Accommodation).
- (b) For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting Out Rules regulating the use, occupation, maintenance and environmental control of the Non-Station Development Common Areas (including the Private Recreational Facilities) and the Non-Station Development Common Services and Facilities serving some but not all the Phases of the Non-Station Development and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting Out Rules shall be binding on the Owners of the relevant Phases and their tenants, licensees, servants and agents (other than the Owner of the Government Accommodation).
- (c) The Manager shall have power from time to time to make, revoke and amend the Phase VIII House Rules (as defined in the SDMC) regulating the use, occupation, maintenance and environmental control of Phase VIII and the conduct of persons occupying, visiting or using the same and the Phase VIII House Rules shall not be inconsistent with or contravene the provisions of the PDMC, the SDMC, the Building Management Ordinance or the Government Grant Provided That if the Phase VIII Owners Sub-Committee is in existence, the Phase VIII House Rules shall only be made, revoked or amended by the Manager with the prior approval of the Phase VIII Owners Sub-Committee.

- (d) The Phase VIII House Rules set out in the Fourth Schedule to the SDMC shall be deemed to have come into force on the date of the SDMC in respect of Phase VIII and shall remain in force until revoked or amended as provided in the SDMC.
28. Subject to the rights reserved to MTR in Part II of the Second Schedule to the PDMC and the rights granted to the Owner of the Government Accommodation in Clause 2 of Part I of the Second Schedule to the PDMC an Owner shall not without the previous written consent of the Manager which may be granted, withheld or granted subject to conditions at its absolute discretion to:
- (a) erect or build or permit or suffer to be erected or built on any roof, flat roof or any part thereof of any building, carport or other structure erected on or in the Non-Station Development, or the Common Areas any structure whatsoever whether of a temporary or permanent nature;
- (b) damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Common Areas including any trees, plants or shrubs in or about the Land and the Development;
- (c) damage or interfere with or permit or suffer to be damaged or interfered with the Common Services and Facilities;
- (d) encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dustbins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the Common Areas and the Manager shall be entitled without notice and at the Owner's expense to remove and dispose of as they see fit any such material aforesaid and the Manager shall not thereby incur any liability to the Owner or any other person whomsoever and each and every Owner hereby agrees to keep the Manager indemnified against all losses, claims damages or expenses of and against the Manager in respect thereof;
- (e) in no event shall dogs be permitted in lifts or in any part of the Non-Station Development intended for common use unless carried or on leash and wearing mouth strap.
- 29.(a) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC, no Owner may convert any of the Common Areas to his own use or for his own benefit unless the approval of the Development Owners Committee or the relevant Owners Sub-Committee (as the case may be) has been obtained.
- (b) Subject to MTR's reserved rights under Clause 3 of Part II of the Second Schedule to the PDMC, no Owner (except MTR as the

Owner of the uncompleted portion of the Non-Station Development shall have the right to designate part or parts of the uncompleted portion of the Non-Station Development to be Common Areas in any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the PDMC) may convert or designate any of his own areas as Common Areas unless the approval by a resolution of Owners at a meeting of the Owners of the Non-Station Development convened under the PDMC or at a meeting of the Owners of the relevant Phase convened under the relevant Sub-Deed of Mutual Covenant (as the case may be) has been obtained. No Owner nor the Manager will have the right to re-convert or re-designate the Common Areas to his or its own use or benefit.

30. The Manager shall keep at the management office of the Non-Station Development and make available for inspection by the Owners free of costs and charges during normal office hours a copy of the Common Areas plans attached to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or, where applicable, Deed Poll, relating to any Phase upon execution of the relevant Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll (as the case may be) and from time to time record plans showing those Non-Station Development Common Areas outside the boundary of any Phase formed before completion of the construction of the final Phase of the Non-Station Development and a copy of the Common Areas plans showing all the Non-Station Development Common Areas outside the boundary of any Phase upon execution of the Sub-Deed of Mutual Covenant for the final Phase of the Non-Station Development Provided that the Manager shall provide free of cost to the Owner of the Government Accommodation a copy of the said plans and any amendments thereto from time to time. The said copies of plans shall be certified as to its accuracy by or on behalf of the Authorized Person for the Non-Station Development.

B. The number of undivided shares assigned to each residential property in the Phase

Tower	Floor	Flat	No. of Shares allocated to each Flat
1	5/F	A	983
		B	677
		C	447
		D	646
		E	434
		F	433
		G	438
		H	680
		J	721

Tower	Floor	Flat	No. of Shares allocated to each Flat	
1	6/F – 18/F (excluding 13/F and 14/F) (11 storeys)	A	983	
		B	677	
		C	447	
		D	646	
		E	434	
		F	433	
		G	438	
		H	680	
		J	721	
		19/F	A	983
			B	677
	C		447	
	D		646	
	E		434	
	F		433	
	G		403	
	H		680	
	J		721	
	20/F – 31/F (excluding 24/F) (11 storeys)		A	983
		B	677	
		C	447	
		D	646	
		E	434	
		F	433	
		G	438	
		H	680	
		J	721	
		33/F – 60/F (excluding 34/F, 44/F and 54/F) (25 storeys)	A	981
	B		670	
	C		447	
	D		641	
	E		434	
	F		432	
G	433			
H	679			
J	719			

Tower	Floor	Flat	No. of Shares allocated to each Flat
2	5/F	A	746
		B	683
		C	447
		D	649
		E	437
		F	435
		G	444
		H	692
		J	732
	6/F – 16/F, 18/F – 39/F (excluding 13/F, 14/F, 24/F and 34/F) (29 storeys)	A	746
		B	683
		C	447
		D	649
		E	437
		F	435
		G	444
		H	692
		J	732
	41/F – 60/F (excluding 44/F and 54/F) (18 storeys)	A	737
		B	670
		C	447
		D	642
		E	434
		F	433
		G	435
		H	687
		J	727
	61/F – 67/F (excluding 64/F) (6 storeys)	A	737
		B	670
		C	447
D		642	
E		434	
F		433	
G		435	
H		687	
J		721	

Tower	Floor	Flat	No. of Shares allocated to each Flat
3	5/F	A	965
		B	688
		C	697
		D	717
		E	447
		F	439
		G	440
		H	692
		J	732
	6/F – 16/F, 18/F – 39/F (excluding 13/F, 14/F, 24/F and 34/F) (29 storeys)	A	965
		B	688
		C	697
		D	717
		E	447
		F	439
		G	440
		H	692
		J	732
	41/F – 60/F (excluding 44/F and 54/F) (18 storeys)	A	962
		B	686
		C	690
		D	712
		E	444
		F	440
		G	435
		H	687
		J	727
	61/F – 68/F (excluding 64/F) (7 storeys)	A	962
		B	686
		C	690
D		712	
E		444	
F		440	
G		435	
H		687	
J		721	

Notes:

1. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F and 54/F of Tower 1.
2. There are no designations of 4/F, 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F of Towers 2 and 3.
3. 32/F of Tower 1 is refuge floor.
4. 17/F and 40/F of Towers 2 and 3 are refuge floors.
5. There is no designation of Flat I on all floors of Towers 1, 2 and 3.

C. The term of years for which the manager of the Phase is appointed

MTR Corporation Limited has been appointed as the manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area for an initial period commencing on the date of the PDMC and expiring two years after the date of the Sub-Deed of Mutual Covenant or Deed Poll in respect of the final Phase of the Non-Station Development or on the expiration of the building covenant period under the Government Grant whichever is the earlier.

D. The basis on which the management expenses are shared among the owners of the residential properties in the Phase

1. The Owners (save and except the Owner of the Government Accommodation who shall contribute towards the Management Charges (as defined in the PDMC) in accordance with Clause 9(b) of Section E of the PDMC and MTR as the Owner of the Station Complex and the Reserved Areas (if any) who shall only be liable to pay contribution pursuant to Clauses 8(c), 8(d) and 8(e) of Section E of the PDMC) shall contribute towards the Management Charges in the following manner :-
 - (a) all Owners of Units in the Non-Station Development (save and except the Owner of the Government Accommodation) shall contribute to the expenses of the Non-Station Development Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to the Non-Station Development (save and except the Government Accommodation);
 - (b) the Owners of the Units in the Residential Development shall contribute to the expenses of the Residential Development Common Areas and Facilities Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bear to the total Management Units allocated to the Residential Development; and
 - (c) the Owners of the Units in each Phase (save and except the Owner of the Government Accommodation) shall contribute

to the expenses of the relevant Phase Management Sub-Budget in the proportion that the Management Units attributable to the Units owned by them bears to the total Management Units allocated to that Phase (save and except the Government Accommodation) Provided That where the Manager prepares sub-budgets for a Phase or any part of it, only the expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-sub-budget shall be paid by the Owners of Units covered by such a sub-sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-sub-budget.

2. Under Clause 8(b) of Section E of the PDMC, the Owners (excluding the Owner of the Government Accommodation) of any Phase(s) in respect of which the Station Complex supports, shall contribute to the costs and expenses of any structural repair and maintenance in connection with the slabs between the Station Complex and any part of such Phase(s), and any structural elements and/or facilities of the Station Complex supporting or serving the Station Complex and any such Phase(s). The Owners of any such Phase(s) (save and except the Owner of the Government Accommodation) and the Owner of the Station Complex shall contribute to the said costs and expenses in the following percentage :-

(a) Owner of the Station Complex : 51%

(b) Owners of such Phase(s) (save and except the Owner of the Government Accommodation) in respect of which the Station Complex supports : 49%

3. Under Clause 8(c) of Section E of the PDMC, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of upholding, management, repair and maintenance and the insurance premium in respect of the following areas and facilities:

(a) the Yellow Area, the Pink Hatched Green and Pink Hatched Green Stippled Black Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area (including the retaining walls therein), the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant pursuant to the Special Conditions 7(f)(ii), (8)(b)(vi), (9)(b), (99)(a)(ii) and (100)(a)(ii) of the Government Grant;

(b) the Public Open Space;

(c) those parts of the 24-hour covered pedestrian walkway (as referred to in Special Condition (53)(b)(iv) of the Government Grant), the Covered Footbridge (as defined in Special Condition (54)(a) of the Government Grant), the Internal Transport System (as defined in Special Condition (60)(a) of the Government Grant), the emergency vehicular access (as referred to in Special Condition (60)(f) of the Government Grant) and the Lighting System (as defined in Special Condition (60)(g) of the Government Grant) which:

(i) do not fall within the boundaries of any Phase;

(ii) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and

(iii) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

4. Under Clause 8(d) of Section E of the PDMC, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of submitting the proposals for dealing with potential landfill gas and leachate migration and the implementation of the approved proposals pursuant to Special Condition (90) of the Government Grant.

5. The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of Section E of the PDMC shall be calculated in the proportion that the construction gross floor area of the Station Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, “the Construction GFA of Station Complex and Reserved Areas”) bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being (“the Construction GFA of the Completed Non-Station Development”) plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, “the construction gross floor area of the Reserved Areas (if any)” shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and “the Construction GFA of the Completed Non-Station Development” shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation (as defined in the Government Grant) as certified by the Authorized

Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

6. Under Clause 12 of Section D of the SDMC, in respect of the structural column and associated beam(s) located to the east of and outside Site H and (if any) the structural slab associated therewith which provide support to or serve Phase VIII and (if applicable) other part(s) of the Non-Station Development, the Owners of Phase VIII shall:

(a) be solely responsible for the costs of maintenance and management of the said structural column and associated beam(s) and (if any) the associated structural slab during the period when the said structural column and associated beam(s) and (if any) the associated structural slab only support or serve Phase VIII; and

(b) together with the Owner(s) of the relevant Unit(s) in other relevant Phase(s) and/or Owner(s) of other relevant Phase(s) (as the case may be) be responsible for the costs of maintenance and management of the said structural column and associated beam(s) and (if any) the associated structural slab in such proportion determined in accordance with Clause 5 of Section J of the PDMC when the said structural column and associated beam(s) and (if any) the associated structural slab support or serve both Phase VIII and other part(s) of the Non-Station Development.

E. The basis on which the management fee deposit is fixed

The amount of management fee deposit is equivalent to three months’ Management Charges.

F. Summary of the provisions of the PDMC and the SDMC that deal with the area (if any) in the Phase retained by the owner for that owner’s own use

Not applicable.

1. 「期數」位於將軍澳市地段第70號餘段「地盤H」。

2. 將軍澳市地段第70號餘段乃「政府」根據2002年5月16日所訂之「新批地文件」第9689號批授，批租年期為2002年5月16日開始50年，2052年5月15日期滿終止。「新批地文件」第9689號先後由18份日期為2005年4月19日、2006年4月13日、2008年3月19日、2009年5月11日、2012年9月11日、2014年8月1日、2015年1月5日、2015年4月24日、2015年7月30日、2015年11月11日、2016年2月15日、2016年5月20日、2016年10月5日、2017年1月16日、2017年1月26日、2019年4月11日、2019年6月28日及2020年3月30日分別以「批地條款修訂書」註冊摘要編號第05042602320188號、06042800110014號、08032801320019號、09051501940319號、12091403070069號、14081201890016號、15010900340012號、15042901080159號、15080701750014號、15111800950014號、16021701150013號、16052501410014號、16101102220023號、17012300360016號、17021301120016號、19041700760014號、19071101700014號及20041700430016號修訂及修改（「批地文件」），並在土地註冊處註冊。

3. 用途

第(15)條批地特別條款

- (a) 遵從此等「批地條款」（釋義以第13條批地一般條款所訂為準）及特別遵從本批地特別條款(b)款之規定，該地段或其任何部份或現已或將會建於該地段之任何建築物或任何建築物部份除作非工業用途（不包括酒店、加油站及貨倉）外，概不可作任何其他用途；
- (b) 如非事前獲「署長」書面批准並且符合本文第(31)(a)(i)及(31)(a)(ii)條批地特別條款之規定，「地盤M」（釋義以第(12)條批地特別條款所訂為準）或其任何部份或現已或將會建於其上之任何建築物或任何建築物部份除用作「港鐵車廠」及「港鐵車站」（釋義分別以第(31)(a)(i)及(31)(a)(ii)條批地特別條款所訂為準）外，概不可作任何其他用途；及
- (c) 茲毋損本批地特別條款(a)款及本文第(17)條批地特別條款之一般規定，該地段或其任何部份或現已或將會建於該地段的任何建築物或任何建築物部份除遵照此等「批地條款」、「核准園景美化建議書」（釋義以第(7)(d)條批地特別條款所訂為準）及「核准建築圖則」（釋義以第(13)(b)條批地特別條款所訂為準）的設計、構造及作原擬的用途外，概不可作任何其他用途。

4. 「承批人」賠償

第4條批地一般條款

「承批人」現簽訂「租契協議備忘錄」（釋義以第13條批地一般條款所訂為準），即表示倘任何毗連或毗鄰土地受損，而地政總署署長（以下簡稱「署長」）認為（其意見將作終論並對「承批人」具約束效力）有關損害乃因「承批人」進行任何影響該地段或該處任何部份的發展、重建或「承批人」遵照「批地條款」而進行的其他工程所致，「承批人」須承擔責任向「政府」賠償由此招致之所有訴訟、法律程序、責任、索求、費用、開支及索償，並確保「政府」免責。

5. 維修

第7條批地一般條款

- (a) 「承批人」須在本文協定的整個批租期內遵照此等「批地條款」進行建造或重建（本詞指下文(b)款所述的重建工程）：
- (i) 依照經批核的設計、規劃或高度及任何核准建築圖則（不得作任何更改或修改）維修所有建築物；
- (ii) 維修現已或此後將會按照經建築事務監督批核各圖則、此等「批地條款」或日後任何合法修訂條文建造的所有建築物，使其維修及狀態良好及充足，以及於批租期屆滿或提前終止時以同等的維修及狀態交還此等建築物。
- (b) 如於本文協定的批租期任何時期內拆卸該地段或其任何部份的現有建築物，「承批人」必須另建良好健全的一座或多座同類型建築物而樓面總面積不少於現有建築物或有關類型及價值經「署長」批核的一座或多座建築物作替代。倘如上所述拆卸建築物，「承批人」須在拆卸前向「署長」申請同意在該地段進行重建工程。「承批人」接獲同意書後，必須在三個曆月內展開必要的重建工程，並在「署長」指定的期限內以「署長」滿意的方式完成重建。

6. 私家街、私家路及後巷

第9條批地一般條款

此等「批地條款」訂明拓建的任何私家街、私家路及後巷，選址必須令「署長」滿意，並按照「署長」決定納入或不涵蓋於本文協定批授的該地段範圍。無論屬何情況，此等私家街、私家路及後巷必須在「政府」規定時免費交還「政府」。如向「政府」交還上

述私家街、私家路及後巷，「政府」將進行該處的路面、路緣石、排水渠（包括污水及雨水渠）、渠道和路燈建設工程，費用則由「承批人」支付，其後以公帑維修。如上述私家街、私家路及後巷仍屬於本文協定批授的該地段一部份並獲許同意出租，「承批人」須自費在該處提供照明、路面、路緣石、排水渠、渠道及進行維修工程，以全面令「署長」滿意。「署長」可基於公眾利益按需要在該處執行或達致執行路燈安裝及維修工程，「承批人」須承擔經「署長」核實的路燈安裝工程資本開支，並且允許工人及車輛自由進出該地段範圍，以便安裝及維修路燈。

7. 園景美化

第(7)條批地特別條款

- (d) 該地段發展或重建後，「承批人」須依照經核准的「概念規劃建議書」（釋義以第(7)(a)條批地特別條款所訂為準）及「詳細規劃建議書」（釋義以第(7)(a)條批地特別條款所訂為準），自費在該地段及「黃色範圍」（釋義以第(7)(a)條批地特別條款所訂為準）進行園景美化工程，如非事前獲「署長」書面同意，概不可修改、更改、改動、改變或取代；
- (e) 「承批人」須自費建造及嗣後保養和維修園景美化工程，以保持其清潔整齊、功用良好及健全，全面令「署長」滿意。

第(102)條批地特別條款

- (b) (ii) 「地盤C1」須有不少於百分之三十面積及「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」分別須有不少於百分之二十面積種植樹木、灌叢或其他植物；
- (iii) 本批地特別條款(b)(ii)款所載的有關「地盤C1」的百分之三十面積中不少於百分之五十及有關「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的百分之二十面積中不少於百分之五十（「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」各自的相關面積以下簡稱「各自綠化地方」）須設於規劃署署長全權酌情指定的位置或樓層，以致任何行人可看見或進入「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的人士或人均可通行每個「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的「各自綠化地方」；
- (v) 規劃署署長可全權酌情接受「承批人」建議的其他非植樹綠化特色，以代替栽種樹木、灌叢或其他植物。

- (c) 「承批人」須自費按照「地盤C1」、「地盤C2」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」的核准園景美化總綱建議書在該處進行「署長」全面滿意的園景綠化工程。如非事前獲「署長」書面同意，概不可更改、修改、修訂、改動或取代核准園景美化總綱建議書。
- (d) 嗣後「承批人」須自費保養和維修園景美化地方，以保持安全、清潔、整齊及健康，全面令「署長」滿意。

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如非事前獲「署長」書面同意，而「署長」給予同意時可附加其視為恰當的移植、補償園景工程或再植條件，概不可移除或干預任何現於「地盤C1」、「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤K」、「地盤L」及「地盤N」或毗連土地生長的樹木。

8. 「黃色範圍」

第(7)條批地特別條款

(f) 「承批人」須：

- (i) 在「黃色範圍相關部份通行權」(釋義以本批地特別條款(1)款所訂為準)終止日後二十四(24)個曆月內或「署長」批准的其他日期或之前，自費以「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線和設計，在「批地文件」所夾附圖則I以黃色顯示的地方(「黃色範圍」)鋪設、平整、提供、建造、鋪築表面及排水渠(包括提供和建造下水道、高架道、污水管、排水渠、行人路或「署長」全權酌情規定的其他構築物)，全面令「署長」滿意；及
- (ii) 自費保養、管理、維修和修理「黃色範圍」，以保持其維修充足及狀態良好，全面令「署長」滿意，直至「黃色範圍」的管有權，連同在該處提供及裝設的所有構築物及服務按照本批地特別條款(h)(ii)款規定交還「政府」為止。
- (h) (ii) 「政府」保留權利在其視為恰當時收回「黃色範圍」或其任何部份之管有權作任何用途(「署長」就此作出的決定將作終論)，而毋須向「承批人」支付任何款項或補償。「承批人」須在「署長」通知時將「黃色範圍」交還「政府」，惟「政府」毋須強迫性收回「黃色範圍」或其任何部份之管有權。直至「黃色範圍」的管有權交還「政府」為止，「承批人」必須承擔責任保養、維修和修理「黃色範圍」連同本批地特別條款(f)(ii)款訂明在該處提供及裝設之所有構築物及服務。

- (i) (I) 如非事前獲「署長」書面同意，「承批人」不得使用「黃色範圍」或其任何部份儲物或在該處搭建任何臨時構築物或作任何用途；及
- (II) 如非事前獲土木工程拓展署署長書面同意，「承批人」不得在建造或建築於毗連「黃色範圍」的海堤進行任何更改工程。
- (l) 「承批人」佔管「黃色範圍」或其任何部份期間，必須在「署長」發出書面通知時允許「政府」、土木工程拓展署署長、其人員、承辦商、代理和獲其授權之其他人士，隨時行使全權，不論是否駕車或攜帶工具、設備、機器、物料及機械與否，自由地往返2013年5月10日及2013年5月16日刊登《憲報》的第209506/GZ/203號圖則列明之工程區域內的「黃色範圍」或其任何部份(以下簡稱「黃色範圍相關部份」)，以按照「署長」全權酌情指定的一個或多個位置及樓層興建擬建的「跨灣連接路」，不論是否位於「黃色範圍相關部份」內亦然(以下簡稱「黃色範圍相關部份通行權」)，直至「署長」以書面通知終止或中止「署長」向「承批人」所發出「黃色範圍相關部份通行權」的指定日期為止。「承批人」須與「政府」及土木工程拓展署署長充分合作，以處理關於上述建造工程的所有事宜。「署長」就「黃色範圍相關部份」的面積、位置和樓層及工程區域的邊界所作的決定將作終論並對「承批人」約束。
- (m) 倘因「政府」、土木工程拓展署署長、其人員、承辦商、代理和獲其授權之其他人士根據本批地特別條款(1)款行使權利或行使權利連帶之事宜而引起或導致「承批人」或任何人士招致或蒙受任何損失、損害、滋擾或干擾，「政府」、土木工程拓展署署長、其人員、承辦商、代理和獲其授權之其他人士概毋須承擔任何責任，「承批人」或任何人士不得就此等損失、損害、滋擾或干擾向彼等提出索償。
- (n) 「承批人」佔管「黃色範圍」期間，必須於任何合理時間允許「政府」、其人員、承辦商、代理和獲其授權之其他人士，可行使全權，不論是否駕車或攜帶工具、設備、機器、物料及機械與否，進出往返「黃色範圍」，以進行「黃色範圍」內任何關乎「跨灣連接路」、任何公共道路的檢查、監督、修理、更改、還原、修復、維修、改善或改良工程或「署長」全權酌情為必要的任何其他工程。倘因「政府」、其人員、承辦商、代理和獲其授權之其他人士根據本(n)款行使權利或因行使權利連帶之事宜而引起或導致「承批人」招致或蒙受任何損失、損害、滋擾或干擾，「政府」、其人員、承辦商、代理和獲其授權之其他人士概毋須承擔任何責任，「承批人」不得就此等損失、損害、滋擾或干擾向彼等提出索償。

9. 「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」

第(8)條批地特別條款

(b) 「承批人」須自費以「署長」全面滿意的方式：

(i) 遵從本文第(89)條批地特別條款之規定：

- (I) 於2022年9月30日或「署長」指定的其他日期或之前，採用「署長」規定或批准的方式、裝置、結構及物料，按照「署長」規定或批准的標準、樓層、定線、寬度和設計鋪設、平整、提供及建造「圖則I」以綠色加黑點顯示之擬建公共道路部份(以下簡稱「綠色加黑點範圍」)(包括提供及建造橋樑、隧道、上跨路、下通道、下水道、行人隧道、高架道路、行車天橋、行人路或其他構築物)，以便車輛行駛；及
- (II) 於2016年6月30日或「署長」指定的其他日期或之前，依照本文夾附的「工程規格附表」，在「圖則I」以綠色顯示的地方(以下簡稱「綠色範圍」)進行及建造日後道路交界處之改善工程及相關工程；
- (ii) 於2022年9月30日或「署長」指定的其他日期或之前，在「圖則I」以綠色間黑斜線加黑點顯示的擬建公共道路(以下簡稱「綠色間黑斜線加黑點範圍」)鋪設表面、建造路緣和渠道，以及為此等設施提供「署長」規定及批准的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道設施及道路標記，以及相關的工程和交通改道設施，以便車輛在其上行駛；
- (iii) 於2012年6月30日或「署長」所指定其他日期或之前，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑斜線顯示之擬建公共道路部份(以下簡稱「綠色間黑斜線範圍」)(包括提供及建造上跨路、下通道、斜路、行人道、單車徑或「署長」全權酌情指定的其他隧道改良結構，以便在該處進行建造工程及供車輛和行人往來)。然而，「署長」具有絕對酌情權決定是否需要規定拓建「綠色間黑斜線範圍」，如無需要，「承批人」在接獲「署長」於2003年2月1日或之前發出相關書面通知後毋須履行本責任。「承批人」概無權利或申索權向「政府」要求任何形式的補償，包括關乎「署長」行使酌情權作出決定並根據本款規定發出通知書，以致「承批人」必須履行本項責任所招致的費用或開支；

- (iv) 於2020年12月31日或「署長」所指定其他日期或之前，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑十字線顯示之擬建公共道路部份(以下簡稱「綠色間黑十字線範圍」)(包括提供和建造上跨路、下通道、行人道、單車徑或「署長」全權酌情指定的其他構築物，以便在該處進行建造工程及供車輛和行人往來)；
- (v) 於本批地特別條款(b)(i)、(b)(ii)、(b)(iii)及(b)(iv)款分別訂明的期限內，在「綠色範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」鋪設表面、建造路緣及渠道，以及為此等設施提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通標誌、街道設施及道路標記；及
- (vi) 維修「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」，連同在該處建造、安裝和提供之所有構築物、服務、街燈、街道設施及機器，直至「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」遵照本文第(9)(a)條批地特別條款交還「政府」為止。

第(9)條批地特別條款

- (a) 茲只限於為執行本文第(8)條批地特別條款訂明的必要工程，「承批人」將在「署長」發予「承批人」的一份或多份函件所註明的一個或多個日期，獲批授「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」的管有權。「署長」向「承批人」發出一份或多份函件證明本文第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款規定所須進行之工程已完成後及「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」構成公共道路的一部分或多於一部分時，「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部份將被視作已交還「政府」。「承批人」管有「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」期間，必須允許所有「政府」及公眾車輛和行人在所有合理時間免費自由地通行及行經「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」。

- (c) (i) 倘於「承批人」根據本批地特別條款(a)款規定向「政府」交還「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」或其任何部份之管有權當日後365日內(以下簡稱「公共道路保修責任期」)出現第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款所載的公共道路任何不良缺點(不論關乎工藝、質料、設計等)，以致引起任何索償、費用、收費或損害賠償，「承批人」將向「政府」作出賠償並確保其免責。茲就本款而言，「署長」對是否存在不良缺點所作的決定將作終論，並對「承批人」約束；
- (ii) 「承批人」須自費在「署長」向其發出書面通知指定的期限內執行所有修理、修改、再建造及糾正工程，以處理任何在「公共道路保修責任期」內出現的不良缺點、缺陷、收縮、沉降或「署長」以書面指明的其他故障。於施工期間，「承批人」時刻也不可導致公共道路的使用和運作受阻。

第(10)條批地特別條款

- (a) 如非事前獲「署長」書面同意，「承批人」不可使用「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」儲物或在該處搭建任何臨時構築物。

10. 建築契諾

第(14)條批地特別條款

- (a) 「承批人」須發展該地段，即全面遵照此等「批地條款」和在任何時間於香港生效的所有建築、衛生及規劃條例、附例和規例，在該處建造一座或多座建築物。上述的一座或多座建築物須在2026年9月30日或之前建成並適宜居住。
- (b) 儘管有本批地特別條款(a)款之規定，以及遵從本文第(16)(a)(vi)及(16)(b)條批地特別條款之規定：
- (i) 現已或將會為「地盤AB」興建的一座或多座建築物或其任何部份須在2013年12月31日或之前、「地盤AB」「到期日」後96個曆月內或「署長」於「地盤AB」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；

- (ii) 現已或將會為「地盤C1」興建的一座或多座建築物須在2022年9月30日或之前建成並適宜居住；
- (iii) 現已或將會為「地盤C2」興建的一座或多座建築物須在2025年12月31日或之前建成並適宜居住；
- (iv) 現已或將會為「地盤D」興建的一座或多座建築物應在2026年9月30日或之前建成並適宜居住；
- (v) 現已或將會為「地盤E」興建的一座或多座建築物須在2014年9月30日或之前建成並適宜居住；
- (vi) 現已或將會為「地盤F」興建的一座或多座建築物須在2011年6月30日或之前建成並適宜居住；
- (vii) 現已或將會為「地盤G」興建的一座或多座建築物須在2021年6月30日或之前建成並適宜居住；
- (viii) 現已或將會為「地盤H」興建的一座或多座建築物須在2021年12月31日或之前建成並適宜居住；
- (ix) 現已或將會為「地盤I」興建的一座或多座建築物須在2022年12月31日或之前建成並適宜居住；
- (x) 現已或將會為「地盤J」興建的一座或多座建築物須在2022年9月30日或之前建成並適宜居住；
- (xi) 現已或將會為「地盤K」興建的一座或多座建築物或其任何部份須在2017年12月31日或之前、「地盤K」「到期日」後54個曆月內或「署長」於「地盤K」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；
- (xii) 現已或將會為「地盤L」興建的一座或多座建築物或其任何部份須在2018年12月31日或之前、「地盤L」「到期日」後54個曆月內或「署長」於「地盤L」「到期日」或之前全權酌情指定的其他日期(「署長」的決定將作終論並對「承批人」約束)建成並適宜居住(三者取其較遲)；
- (xiii) 現已或將會為「地盤N」興建的一座或多座建築物須在2021年9月30日或之前建成並適宜居住；及
- (xiv) 現已或將會為「地盤O」興建的一座或多座建築物須在2021年3月31日或之前建成並適宜居住。

11. 發展條款

第(16)條批地特別條款

遵從此等「批地條款」，如該地段或其任何部份進行發展或重建(上述兩詞純粹指第7條批地一般條款所載的重建項目)：

(a)「承批人」必須並且只可在該地段興建、建造、提供和維修：

- (i) 本文第(31)條批地特別條款所載的「港鐵綜合大樓」；
- (ii) 本文第(17)條批地特別條款所載的「政府樓宇」；
- (iii) 構成「港鐵車廠」結構屋頂(以下簡稱「車廠屋頂」)的高架建築平台，高度不可超出「香港主水平基準」18.5米或「署長」按照「核准建築圖則」所示尺寸、樓層、地點及位置批准的其他高度。「車廠屋頂」和附屬、從屬或屬於該處所有構築物的設計、規格及建造(包括使用的物料)事前必須經「署長」書面批准，而在「署長」發出書面批准之前概不可展開建造工程；
- (iv) 分別於本文第(50)(a)條批地特別條款所載的「幼稚園」及本文第(50)(b)條批地特別條款所載的「幼稚園/幼稚園暨兒童護理中心」；
- (v) (I) 作住宅用途的地方及設施(以下統稱「住宅樓宇」)，由不少於20,000個居住單位及不多於25,500個居住單位組成。樓面總面積不少於1,397,500平方米和不超過1,612,800平方米；及
(II) 作商業用途的地方及設施(以下統稱「商業樓宇」)，樓面總面積不少於30,000平方米和不超過50,000平方米；
- (b) (i) 儘管有本批地特別條款(a)(vi)款之規定，「承批人」亦必須並且只可在該地段：
 - (i) 就「地盤AB」興建、建造、提供和維修：
 - (I) 「住宅樓宇」，居住單位數目最少2,474個；最多4,272個，樓面總面積不少於185,818平方米和不超過309,696平方米；
 - (II) 合共855個本文第(44)(a)(i)條批地特別條款訂明的車位；

(III) 合共50個本文第(44)(a)(ii)條批地特別條款訂明的車位；

(IV) 合共91個本文第(44)(a)(iv)條批地特別條款訂明的車位；

(V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；

(VI) 合共10個本文第(44)(b)(i)條批地特別條款訂明的車位；及

(VII) 一間本文第(50)(a)條批地特別條款訂明的幼稚園，內設8個課室，樓面總面積不超過800平方米，連同2個車位供停泊車輛，每個最少闊2.5米長5.0米，淨空高度最少2.4米，另設3個停車等候車位供校巴上落乘客，每個最少闊3.5米長7米，淨空高度最少3.6米；

(ii) 就「地盤C1」興建、建造、提供和維修：

(I) 地方及設施，樓面總面積不少於96,050平方米和不超過114,760平方米，當中包括：

(A) 「住宅樓宇」，居住單位數目最少960個；樓面總面積不少於67,070平方米和不超過70,260平方米；及

(B) 「商業樓宇」，樓面總面積不少於28,980平方米和不超過44,500平方米；

(II) 合共180個本文第(44)(a)(i)條批地特別條款訂明的車位；

(III) 合共10個本文第(44)(a)(ii)條批地特別條款訂明的車位；

(IV) 合共333個本文第(44)(a)(iii)條批地特別條款訂明的車位；

(V) 合共19個本文第(44)(a)(iv)條批地特別條款訂明的車位；

(VI) 合共33個本文第(44)(a)(v)條批地特別條款訂明的車位；

(VII) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有一個車位；

(VIII) 合共2個本文第(44)(b)(i)條批地特別條款訂明的停車處；

(IX) 合共45個本文第(44)(b)(ii)條批地特別條款訂明的停車處，儘管本文第(44)(b)條批地特別條款另有規定，提供的45個停車處其中28個停車處須每個最少闊3.5米長7.0米，淨空高度最少3.6米；

(X) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(ii)(II)、(b)(i)(ii)(III)及(b)(i)(ii)(IV)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少1個車位的規定所限)；及

(XI) 一間本文第(50)(b)條批地特別條款訂明的幼稚園或幼稚園暨兒童護理中心，內設9個課室，樓面總面積不超過1,160平方米，連同2個車位供停泊車輛，每個最少闊2.5米長5.0米，淨空高度最少2.4米，另設3個停車等候車位供校巴上落乘客，每個最少闊3.5米長7米，淨空高度最少3.6米；

(iii) 就「地盤C2」興建、建造、提供和維修：

(I) 「住宅樓宇」，居住單位數目最少1,217個，樓面總面積不少於85,025平方米和不超過88,858平方米；

(II) 合共245個本文第(44)(a)(i)條批地特別條款訂明的車位；

(III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；

(IV) 就本文第(44)(a)(iv)條批地特別條款所規定的車位，比例為根據本文批地特別條款(b)(i)(iii)(II)及(b)(i)(iii)(III)款所指的所有車位數目百分之十；

(V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有一個車位；

- (VI) 就本文第(44)(b)(i)條批地特別條款所規定的停車處，比例為每幢住宅大樓設1個停車處；及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(iii)(II)及(b)(i)(iii)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(遵照最少保留及劃定1個車位的規定)；
- (iv) 就「地盤D」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,217個，樓面總面積不少於85,025平方米和不超過89,290平方米；
- (II) 「長者社區照顧及支援服務中心」(釋義以本文第(17)(a)(ii)(iii)條批地特別條款所訂為準)。「長者社區照顧及支援服務中心」應在本文第(17)(a)(ii)(iii)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (III) 「弱智人士或肢體傷殘人士輔助宿舍」(釋義以本文第(17)(a)(iii)條批地特別條款所訂為準)。「弱智人士或肢體傷殘人士輔助宿舍」應在本文第(17)(a)(iii)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (IV) 「早期教育及訓練中心」(釋義以本文第(17)(a)(vii)條批地特別條款所訂為準)。「早期教育及訓練中心」應在本文第(17)(a)(vii)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (V) 合共251個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (VI) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
- (VII) 就本文第(44)(a)(iv)條批地特別條款所規定的車位，比例為根據本文批地特別條款(b)(i)(iv)(V)及(b)(i)(iv)(VI)款所指的所有車位數目百分之十；
- (VIII) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有一個車位；
- (IX) 就本文第(44)(b)(i)條批地特別條款所規定的停車處，比例為每幢住宅大樓設1個停車處；及
- (X) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(iv)(V)及(b)(i)(iv)(VI)款提供的車位中劃定一定數額的「傷殘人士車位」(遵照最少保留及劃定1個車位的規定)；
- (v) 就「地盤E」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,533個，最多1,648個，樓面總面積不少於111,384平方米和不超過128,544平方米；
- (II) 「永久公共運輸交匯處」各部份(釋義以本文第(17)(a)(i)條批地特別條款所訂為準)；
- (III) 合共330個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (IV) 合共20個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (V) 合共35個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VI) 合共132個本文第(44)(a)(vi)條批地特別條款訂明的車位；
- (VII) 合共4個本文第(44)(b)(i)條批地特別條款訂明的停車處；及
- (VIII) 一間本文第(50)(a)條批地特別條款訂明的幼稚園，內設9個課室，樓面總面積不超過1,000平方米，連同2個車位供停泊車輛，每個最少闊3.0米長7.0米，淨空高度最少2.4米；
- (vi) 就「地盤F」興建、建造、提供和維修：
- (I) 樓面總面積不少於136,540平方米的地方及設施，當中包括：
- (A) 「住宅樓宇」，居住單位數目最少1,950個，最多2,096個，樓面總面積不超過136,240平方米；
- (B) 「商業樓宇」，樓面總面積不少於300平方米，但不可超過500平方米；及
- (C) (i) 一間安老院(以下簡稱「安老院」)，樓面總面積不超過3,100平方米。計算本文第(16)(c)條批地特別條款所訂現已或將會建於該地段的一座或多座建築物的樓面總面積時，「安老院」將會連計在內；
- (ii) 一個供停泊車輛的車位，最少闊3.0米長7.6米，淨空高度最少2.8米，位置須靠近「安老院」。該車位不可計入本文第(44)條批地特別條款所載的車位；
- (iii) 一間「安老院」連同本批地特別條款(b)(i)(vi)(I)(C)(ii)款訂明的車位(以下統稱「安老院樓宇」)。「安老院樓宇」須在本文第(14)(b)(vi)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (II) 「社區會堂樓宇」(下文第(17)(a)(v)(III)條批地特別條款訂明)。「社區會堂樓宇」須在本文第(17)(a)(v)(III)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (III) 「綜合青少年服務中心」(本文第(17)(a)(vi)條批地特別條款訂明)。「綜合青少年服務中心」須在本文第(17)(a)(vi)條批地特別條款訂明的日期或之前以「署長」全面滿意的方式建成並適宜佔用及營運；
- (IV) 合共300個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (V) 合共25個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (VI) 合共16個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VII) 合共65個本文第(44)(a)(vi)條批地特別條款訂明的車位；及
- (VIII) 合共5個本文第(44)(b)(i)條批地特別條款訂明的停車處；
- (vii) 就「地盤G」興建、建造、提供和維修：

- (I) 「住宅樓宇」，居住單位數目最少1,228個，樓面總面積不少於85,800平方米及不超過102,336平方米；
- (II) 「永久公共運輸交匯處」部份範圍（釋義以本文第(17)(a)(i)條批地特別條款所訂為準）；
- (III) 「公共廁所」（釋義以本文第(17)(a)(ix)條批地特別條款所訂為準）；
- (IV) 合共263個本文第(44)(a)(i)條批地特別條款訂明的車位；
- (V) 合共15個本文第(44)(a)(ii)條批地特別條款訂明的車位；
- (VI) 合共28個本文第(44)(a)(iv)條批地特別條款訂明的車位；
- (VII) 合共237個本文第(44)(a)(vi)條批地特別條款訂明的車位；
- (VIII) 合共3個本文第(44)(b)(i)條批地特別條款訂明的停車處；及
- (IX) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(vii)(IV)及(b)(i)(vii)(V)款提供的車位中劃定一定數額的「傷殘人士車位」（遵照最少保留及劃定1個車位的規定）；
- (viii) 就「地盤H」興建、建造、提供和維修：
 - (I) 「住宅樓宇」，居住單位數目最少1,168個，樓面總面積不少於81,640平方米及不超過97,000平方米；
 - (II) 合共255個本文第(44)(a)(i)條批地特別條款訂明的車位；
 - (III) 合共15個本文第(44)(a)(ii)條批地特別條款訂明的車位；
 - (IV) 合共27個本文第(44)(a)(iv)條批地特別條款訂明的車位；
 - (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有一個車位；
- (VI) 合共3個本文第(44)(b)(i)條批地特別條款訂明的停車處；及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(viii)(II)及(b)(i)(viii)(III)款提供的車位中劃定一定數額的「傷殘人士車位」（受保留及劃定最少1個車位的規定所限）；
- (ix) 就「地盤I」興建、建造、提供和維修：
 - (I) 「住宅樓宇」，居住單位數目最少751個，樓面總面積不少於52,520平方米及不超過75,400平方米；
 - (II) 合共178個本文第(44)(a)(i)條批地特別條款訂明的車位；
 - (III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
 - (IV) 就本文第(44)(a)(iv)條批地特別條款所規定的車位，比例為根據本批地特別條款(b)(i)(x)(II)及(b)(i)(x)(III)款所指的所有車位數目百分之十；
 - (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；
 - (VI) 就本文第(44)(b)(i)條批地特別條款所規定的停車處，比例為每幢住宅大樓設1個停車處；及
 - (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(x)(II)及(b)(i)(x)(III)款提供的車位中劃定一定數額的「傷殘人士車位」（受保留及劃定最少1個車位的規定所限）；
- (x) 就「地盤J」興建、建造、提供和維修：
 - (I) 「住宅樓宇」，居住單位數目最少1,250個，樓面總面積不少於87,360平方米及不超過104,110平方米；
 - (II) 合共274個本文第(44)(a)(i)條批地特別條款訂明的車位；
 - (III) 本文第(44)(a)(ii)條批地特別條款訂明的車位，比例為每幢住宅大樓有5個車位；
- (IV) 就本文第(44)(a)(iv)條批地特別條款所規定的車位，比例為根據本批地特別條款(b)(i)(x)(II)及(b)(i)(x)(III)款所指的所有車位數目的百分之十；
- (V) 本文第(44)(a)(vi)條批地特別條款訂明的車位，比例為每10個或不足10個住宅單位設有1個車位；
- (VI) 就本文第(44)(b)(i)條批地特別條款所規定的停車處，比例為每幢住宅大樓設1個停車處；
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(x)(II)及(b)(i)(x)(III)款提供的車位中劃定一定數額的「傷殘人士車位」（受保留及劃定最少1個車位的規定所限）；及
- (VIII) 一間本文第(50)(b)條批地特別條款訂明的幼稚園或幼稚園暨兒童護理中心，內設6個課室，樓面總面積不超過810平方米，連同2個車位供停泊車輛，每個車位最少闊2.5米及長5.0米，淨空高度最少2.4米，另設2個停車等候車位供校巴上落乘客，每個最少闊3.5米及長7米，淨空高度最少3.6米；
- (xi) 就「地盤K」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少848個，樓面總面積不少於59,280平方米；
- (xii) 就「地盤L」興建、建造、提供和維修「住宅樓宇」，居住單位數目最少819個，樓面總面積不少於57,200平方米；
- (xiii) 就「地盤N」興建、建造、提供和維修：
 - (I) 「住宅樓宇」，居住單位數目最少1,633個，樓面總面積不少於114,140平方米及不超過136,970平方米；
 - (II) 就本文第(44)(a)(i)條批地特別條款所規定的車位，比例為每5個或不足5個住宅單位設1個車位或總共354個車位，以較高者為準；
 - (III) 就本文第(44)(a)(ii)條批地特別條款所規定的車位，比例為每幢住宅大樓設有5個車位；
 - (IV) 就本文第(44)(a)(iv)條批地特別條款所規定的車位，比例為根據本批地特別條款(b)(i)(xiii)(II)及(b)(i)(xiii)(III)款所指的所有車位數目的百分之十；
 - (V) 就本文第(44)(a)(vi)條批地特別條款所規定的車位，比例為每10個或不足10個住宅單位設1個車位；

- (VI) 就本文第(44)(b)(i)條批地特別條款所規定的停車處，比例為每幢住宅大樓設1個停車處，及
- (VII) 按照本文第(44)(a)(vii)條批地特別條款規定從根據本批地特別條款(b)(i)(xiii)(II)及(b)(i)(xiii)(III)款提供的車位中劃定一定數額的「傷殘人士車位」(受保留及劃定最少1個車位的規定所限)；
- (xiv) 就「地盤O」興建、建造、提供和維修：
- (I) 「住宅樓宇」，居住單位數目最少1,459個，樓面總面積不少於101,920平方米及不多於122,302平方米；(「承批人」特此同意及承認「政府」沒有擔保建築於或將會建築於「地盤O」或其任何部分的樓宇將可達到本款所指的最大的樓面總面積)；
- (II) 就本文第(44)(a)(i)條批地特別條款所規定的車位，比例為每5個或不足5個住宅單位設1個車位或總共316個車位，以較高者為準；
- (III) 就本文第(44)(a)(ii)條批地特別條款所規定的車位，比例為每幢住宅大樓有5個車位；
- (IV) 就本文第(44)(a)(iv)條批地特別條款所規定的車位，比例為根據本批地特別條款(b)(i)(xiv)(II)及(b)(i)(xiv)(III)款所指的所有車位數目的百分之十；
- (V) 就本文第(44)(a)(vi)條批地特別條款所規定的車位，比例為每10個或不足10個住宅單位設1個車位；
- (VI) 就本文第(44)(b)(i)條批地特別條款所規定的停車處，比例為每幢住宅大樓設1個停車處；及
- (ii) 遵從本批地特別條款(a)(vi)款之規定，以及儘管本批地特別條款(b)(i)(i)至(b)(i)(xiv)款另有任何規定，「署長」可隨時全權酌情批准重新分配將於「任何地盤」提供的「住宅樓宇」及「商業樓宇」，並且准許更改本批地特別條款(b)(i)(i)至(b)(i)(xiv)款分別訂明每個「地盤」之「住宅樓宇」最少建築樓面總面積及居住單位數目下限和「商業樓宇」之建築樓面總面積上下限。然而，「承批人」須在任何將會被評定補價的「任何地盤」之最早「任何補價」「到期日」之前不少於12個曆月內或「署長」同意的其他期限內向「署長」申請批准重新分配「住宅樓宇」及「商業樓宇」，並且更改「住宅樓宇」最少建築樓面總面積及居住單位數目下限和「商業樓宇」之建築樓面總面積上下限。「署長」行使本文所載的權利時，可附加任何條款與條件，包括要求「承批人」繳付「署長」釐定的額外補價。
- (e) 儘管本批地特別條款(a)(vi)款之規定，現已或將會建於該地段上的任何一座或多座建築物的樓面總面積不可少於1,427,500平方米和不可超過1,652,800平方米。
- ## 12.「政府樓宇」
- ### 第(17)條批地特別條款
- (a) 「承批人」須自費以「署長」全面滿意的方式，以良好工藝並依照此等「批地條款」、本文所夾附的《工程規格附表》(以下簡稱「**工程規格附表**」)及根據本文第(18)(a)條批地特別條款批核之圖則，在該地段興建、建造和提供以下地方。此等擬建於「任何地盤」的地方須在其所在「任何地盤」或「任何地盤」部份獲建築事務監督發出「佔用許可證」或「臨時佔用許可證」(不包括本文第(42)條批地特別條款所載的任何售樓處「臨時佔用許可證」)當日後滿六個曆月(以下簡稱「**竣工日**」)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運：
- (i) 一個位於地下的公共運輸交匯處，包括1個設有4個巴士停車處的巴士總站、8個巴士停泊處、2個小巴停車處、1個的士停車處、2個一般車輛客貨上落車位現已或將會建於「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)毗鄰(以下簡稱「**永久公共運輸交匯處**」)。「永久公共運輸交匯處」須設有出入通道連接公共道路，並於「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)開始營運當日或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。如「永久公共運輸交匯處」延遲竣工及營運，「承批人」須在「署長」指定的日期自費興建、建造、提供和維修「臨時公共運輸交匯處」(釋義以本文第(30)條批地特別條款所訂為準)以供使用，直至「永久公共運輸交匯處」落成並適宜佔用及營運為止，以令「署長」滿意；
- (ii) (i) 一間長者社區照顧及支援服務中心(以下簡稱「**長者社區照顧及支援服務中心**」)，淨作業樓面面積不少於303平方米；
- (ii) (A) 合共2個車位供根據《道路交通條例》、其任何附屬規例及任何修訂法例持牌的車輛停泊。車位須靠近「長者社區照顧及支援服務中心」，
- 每個最少闊3.0米長8.0米，淨空高度最少3.3米；及
- (B) 一個供「長者社區照顧及支援服務中心」佔用者使用的上落貨車位，最少闊3.0米長9.0米，淨空高度最少3.8米。車位須靠近「長者社區照顧及支援服務中心」。
- (iii) 「長者社區照顧及支援服務中心」及於本特別條款第(a)(ii)(ii)款所述的停車位及上落貨車位(以下統稱「**長者社區照顧及支援服務中心樓宇**」)須在2022年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造及提供「長者社區照顧及支援服務中心樓宇」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書須在下列日期或之前發出：
- (I) 以下日期取其最早者：
- (A) 2018年3月31日；或
- (B) 以下日期取其較遲者：
- (1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「長者社區照顧及支援服務中心樓宇」所在「地盤」的邊界當日後三(3)個曆月內；或
- (2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「長者社區照顧及支援服務中心樓宇」所在「地盤」的邊界當日後三(3)個曆月內；或
- (II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。
- 「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「長者社區照顧及支援服務中心樓宇」或其任何部份所招致的任何費用或開支。

(iii) 一間弱智人士或肢體傷殘人士輔助宿舍(以下簡稱「**弱智人士或肢體傷殘人士輔助宿舍**」),淨作業樓面面積不少於355平方米,「弱智人士或肢體傷殘人士輔助宿舍」須在2022年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而,「署長」具有絕對酌情權決定是否需要建造和提供「弱智人士或肢體傷殘人士輔助宿舍」。如「署長」決定無需要建造或提供,「承批人」在接獲「署長」發出相關書面通知後毋須履行本責任。上述的「署長」通知書須在下列日期或之前發出:

(I) 以下日期取其最早者:

(A) 2017年3月31日;或

(B) 以下日期取其較遲者:

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「弱智人士或肢體傷殘人士輔助宿舍」所在「地盤」的邊界當日後三(3)個曆月內;或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「弱智人士或肢體傷殘人士輔助宿舍」所在「地盤」的邊界當日後三(3)個曆月內;或

(II) 「署長」指定的其他日期,而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償,包括因「署長」行使酌情權並根據本款規定發出通知,以致「承批人」須建造及提供「弱智人士或肢體傷殘人士輔助宿舍」或其任何部份所招致的任何費用或開支。

(v) (I) 一間多用途會堂(以下簡稱「**社區會堂**」),淨作業樓面面積不少於593平方米;

(II) (A) 合共5個車位供根據《道路交通條例》持牌的車輛停泊。車位須靠近「社區會堂」,每個最少闊2.5米長5.0米,淨空高度最少2.4米;及

(B) 1個巴士停車等候車位,最少闊3米長12米,淨空高度最少3.8米。

(III) 本批地特別條款(a)(v)(II)款所載之「社區會堂」、車位及巴士停車處(以下統稱「**社區會堂樓宇**」)須在「地盤F」「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運。

(vi) 一間綜合青少年服務中心(以下簡稱「**綜合青少年服務中心**」),淨作業樓面面積不少於631平方米,「綜合青少年服務中心」須在「地盤F」的「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運。然而,「署長」具有絕對酌情權決定是否需要建造和提供「綜合青少年服務中心」。如「署長」決定無需要建造或提供,「承批人」在接獲「署長」於2004年2月1日或之前發出相關書面通知後毋須履行本責任。

「承批人」概無權申索任何補償,包括因「署長」行使酌情權並根據本款規定發出通知,以致「承批人」須建造或提供「綜合青少年服務中心」或其任何部份所招致的任何費用或開支;

(vii) 一間早期教育及訓練中心(以下簡稱「**早期教育及訓練中心**」),淨作業樓面面積不少於212平方米,「早期教育及訓練中心」須在2022年9月30日或其所在「任何地盤」的「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而,「署長」具有絕對酌情權決定是否需要建造和提供「早期教育及訓練中心」。如「署長」決定無需要建造或提供,「承批人」在接獲「署長」發出的書面通知後毋須履行本責任。上述的「署長」通知書須在下列日期或之前發出:

(I) 以下日期取其最早者:

(A) 2017年3月31日;或

(B) 以下日期取其較遲者:

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「早期教育及訓練中心」所在「地盤」的邊界當日後三(3)個曆月內;或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「早期教育及訓練中心」所在「地盤」的邊界當日後三(3)個曆月內;或

(II) 「署長」指定的其他日期,而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償,包括因「署長」行使酌情權並根據本款規定發出通知,以致「承批人」須建造及提供「早期教育及訓練中心」或其任何部份所招致的任何費用或開支;

(ix) 一所公共廁所(以下簡稱「**公共廁所**」),位於現已或將會建於靠近「永久公共運輸交匯處」的一幢或多幢建築物地下,淨作業樓面面積不少於70平方米。「公共廁所」須在「永久公共運輸交匯處」開始運作當日或之前建成並適宜佔用及營運;

(x) 最少3間(或「署長」批准的其他數目)校舍,由3間小學和2間中學或「署長」全權酌情釐定的較少數目組成,樓層及位置按「署長」指定。上述校舍須在2023年12月31日或「署長」全權酌情指定的其他日期或之前建成並適宜佔用及營運。每間小學(以下統稱「**小學**」)的地盤面積最少6,200平方米,每間中學(以下統稱「**中學**」)的地盤面積最少6,950平方米,惟倘事前獲教育局局長及建築署署長書面批准,任何「小學」及「中學」的地盤面積均可縮減。每間「小學」及「中學」均須採用由「署長」全權酌情指定而不時適用於現行標準校舍設計,並由「承批人」按照「工程規格附表」所載標準與規格或經由教育局局長及建築署署長書面批准而不時適用於標準校舍設計的現行設計與規格提供和建造,此外並須遵從教育局局長及建築署署長以書面批准的條款與條件,以符合《教育條例》及此等「批地條款」之規定,同時須遵照「核准建築圖則」及根據本文第(18)(a)條批地特別條款核准的圖則。再者,「署長」可全權酌情是否需要建造和提供「小學」及「中學」或當中任何其一。如「署長」決定只需要建造或提供較少數目的「小學」及「中學」,「承批人」在接獲「署長」於2019年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後毋須履行本責任。「承批人」概無權申索任何補償,包括因「署長」行使酌情權並根據本款規定發出通知,以致「承批人」須建造或提供「小學」及「中學」或其任何部份所招致的任何費用或開支;及

(xi) 一個足球場連附屬設施(以下簡稱「**足球場**」),標準及規格以「署長」全權酌情批准為準,地盤面積最少2,241平方米或「署長」批准之其他地盤面積,並須在2023年12月31日或「署長」全權酌情指定的其他較遲日期或之前建成並適宜佔用及營運。「署長」可全權酌情決定是否需要建造

和提供「足球場」。如「署長」決定不需要建造或提供，「承批人」在接獲「署長」於2019年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後便毋須履行本責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造和提供「足球場」或其任何部份所招致的任何費用或開支。

(本批地特別條款(a)(i)、(a)(ii)、(a)(iii)、(a)(v)、(a)(vi)、(a)(vii)、(a)(ix)、(a)(x)及(a)(xi)款所載的地方(包括固定照明裝置、通風器材、排氣管道及道路/地台表面，但不包括「署長」依照此等「批地條款」許可惟並非該處專用的電梯、自動扶梯、樓梯、機器、設備及其他設施，以及牆、柱、樑、天花、天台板、行車道/地台板和任何其他結構項件)，連同「署長」全權酌情釐定為該處專用的任何其他地方、設施、服務及裝置(「署長」之決定將作終論並對「承批人」約束)，以下統稱「政府樓宇」)。

13. 維修「政府樓宇」

第(23)條批地特別條款

(a) 茲毋損本文第(27)條批地特別條款之規定，在本文第(27)(a)條批地特別條款訂明的「保修責任期」內，「承批人」時刻均須自費以「署長」全面滿意的方式維修「政府樓宇」及該處各屋宇裝備裝置，以保持其狀態良好；及

(b) 於本批地特別條款，「承批人」的釋義不包括其受讓人。

14. 「政府樓宇」之「保修責任期」

第(27)條批地特別條款

(b) 只要「署長」及/或「財政司司長法團」(釋義以第(25)(a)條批地特別條款所訂為準)規定，「承批人」須自費按「署長」及/或「財政司司長法團」指定的期限、標準和方式執行所有必要的維修、修理、更改、重建、補救及任何其他工程，以補救及糾正「政府樓宇」、其任何部份及該處各屋宇裝備裝置於任何「保修責任期」內出現或發現的缺點、需要修理問題、不善、故障、失靈或任何其他尚未完成工程，「承批人」除要遵從前文之規定外，並須自費按「署長」及/或「財政司司長法團」指定的期限、標準及方式修復和糾正在「承批人」交付「政府樓宇」、其任何部份及該處各屋宇裝備裝置管有權當日已存在的任何缺點、需要修理問題、不善、故障、失靈或任何其他尚未完成工程；

(f) 於本批地特別條款，「承批人」的釋義不包括其受讓人。

15. 維修「政府樓宇」內「物件」

第(28)條批地特別條款

(a) 「承批人」須在本文協定批授的整個年期內，自費(惟「財政司司長法團」可依照本文第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)以「署長」全面滿意的方式維修以下項目(以下統稱「物件」)：

- (i) 「政府樓宇」的外飾面(由「財政司司長法團」負責維修的「小學」、「中學」及「足球場」外飾面除外)和「政府樓宇」內、周圍、其上及其下所有牆、柱、樑、天花、天台板、行車道/地台板及任何其他結構項件的結構；
- (ii) 所有供「政府樓宇」及該地段其餘發展項目使用的電梯、自動扶梯及樓梯；
- (iii) 屬於「政府樓宇」及該地段其餘發展項目的系統一部份之所有屋宇裝備裝置、污水設施、排水系統、食水及沖廁供水系統、機器及設備(包括但不限於手提及非手提式消防裝置設備)；
- (iv) 「政府樓宇」之下所有結構板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構板的截油器；及
- (v) 所有其他供「政府樓宇」及該地段其餘發展項目使用的公共部份及設施。

(b) 儘管有本批地特別條款(a)(i)及(a)(iv)款之規定，「政府」將負責維修「小學」、「中學」及「足球場」，惟不包括並非供「小學」、「中學」或「足球場」專用的屋宇裝備裝置，亦不包括建於或將會建於「車廠屋頂」之上或其上的「小學」、「中學」及「足球場」部份(以下簡稱「車廠屋頂上學校」)之地基及/或結構板。此等地基及/或結構板乃「車廠屋頂上學校」及「車廠」共用的結構項件。上述屋宇裝備裝置、地基及結構板將由「承批人」自費(惟「財政司司長法團」可依照本文第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)維修。

(c) 倘因「承批人」對「物件」維修不善而招致或引起任何責任、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出賠償並確保其免責。

(d) 於本批地特別條款，「承批人」之釋義不包括「財政司司長法團」。

16. 「臨時公共運輸交匯處」

第(30)條批地特別條款

(a) 遵從本文第(17)(a)(i)條批地特別條款之規定，「承批人」須自費以「署長」全面滿意的形式，鋪築、平整、提供、建造、鋪設表面整飾和維修該地段內的臨時公共運輸交匯處(以下簡稱「臨時公共運輸交匯處」)，位置須靠近「港鐵車站」，並設有出入通道接駁公共道路。「臨時公共運輸交匯處」須按「署長」批准的位置、方式、物料、設計及標準設置有蓋行人走道和行人路連通「港鐵車站」，以及提供各附屬設施(包括但不限於排水、照明、通風、輔助交通設備、防護欄、乘客輪候圍欄、車站上蓋以及閉路電視系統的必要連接及服務裝置)。「臨時公共運輸交匯處」須在「港鐵車站」(釋義以本文第(31)(a)(ii)條批地特別條款所訂為準)啟用當日或「署長」指定的其他日期建成並適宜佔用及營運；

(b) 「承批人」設計和提供的「臨時公共運輸交匯處」淨作業樓面面積不可少於4,800平方米，包括一個設有4個巴士停車處的巴士總站、一個公共小巴停車處、一個的士停車處、一個一般車輛客貨上落停車處、一個預留供巴士營運商放置附屬設施的地方及一個閉路電視控制室，並以「署長」滿意的方式建造；

(c) (i) 「署長」發函表示「臨時公共運輸交匯處」竣工令其滿意當日，「承批人」須將「臨時公共運輸交匯處」移交「署長」，該處的營運權將歸於「政府」。儘管「臨時公共運輸交匯處」已移交「署長」，「承批人」仍須在「臨時公共運輸交匯處」營運期間一直自費保持該處整潔和維修充足及狀態良好，並須修理「臨時公共運輸交匯處」(包括負責行人徑、平台、行車道及其他設施之一般清潔)，以致令「署長」滿意。「承批人」須承擔營運「臨時公共運輸交匯處」招致的所有費用，包括但不限於支付閉路電視系統、照明、通風及街道設施的電費；

(ii) 「政府」可全權酌情隨時允許任何經「政府」授權的人士及公眾使用「臨時公共運輸交匯處」或其任何部份；及

(iii) 「承批人」須准許所有「政府」及公眾車輛和行人不受限制地自由通行「臨時公共運輸交匯處」，而「政府」具有全權行使《道路交通條例》和《公共巴士服務條例》及其任何相關規例和修訂條文賦予的權力。

(d)「永久公共運輸交匯處」落成後，「承批人」須自費將「臨時公共運輸交匯處」搬遷至「永久公共運輸交匯處」（包括搬遷閉路電視系統至「永久公共運輸交匯處」），有關的搬遷費用概由「承批人」承擔。「承批人」必須在「永久公共運輸交匯處」落成後12個曆月內自費拆卸及清理「臨時公共運輸交匯處」，以全面令「署長」滿意。「署長」毋須就「承批人」因搬遷、終止運作及清理「臨時公共運輸交匯處」而招致或承受的任何損失、損害、滋擾或騷擾承擔責任，亦不可就此向「政府」索償。「署長」發函表示「永久公共運輸交匯處」建成並適宜佔用及營運並令其全面滿意當日，「署長」須將「臨時公共運輸交匯處」移交「承批人」；

(f) 於本批地特別條款，「承批人」的釋義指訂立及執行本「協議」的人士。

17.「港鐵綜合大樓」

第(31)條批地特別條款

(a)「承批人」須自費以「署長」滿意的方式，依照此等「批地條款」及「核准建築圖則」（如適用者）（但仍須遵從「政府」與「承批人」現已或將會達成的任何管理及維修協議）興建、建造、提供和嗣後營運及維修「地盤M」內的「港鐵車站」設施與樓宇（以下統稱「港鐵綜合大樓」），其中包括但不限於：

(i) 「署長」指定位於「地盤M1」（「港鐵車廠」）的維修車廠及鐵路車間連同附屬的鐵路結構、設施、道路及若干供停泊車輛和上落客貨的車位（此等車廠、附屬結構、設施、道路及車位以下統稱「港鐵車廠」），以根據《香港鐵路條例》或任何其他同類取代性授權法例營運「港鐵」。「港鐵車廠」須在「署長」指定（「署長」之決定將作終論並對「承批人」約束）的一個或多個日期建成並適宜以「署長」滿意的規模投入運作；

(ii) 位於「地盤M2」（「港鐵車站」）的鐵路站及月台連同「署長」指定的附屬鐵路結構與設施（此等車站、附屬結構與設施連同警察設備室以下統稱「港鐵車站」），以根據《香港鐵路條例》或任何其他同類取代性授權法例營運「港鐵」。「港鐵車站」須在「署長」指定（「署長」之決定將作終論並對「承批人」約束）的一個或多個日期建成並適宜以「署長」滿意的規模投入運作；

(c)「港鐵綜合大樓」除根據《香港鐵路條例》或任何其他同類取代性授權法例作「港鐵」車廠及車站，以及作其他「港鐵」營運及附屬用途和「署長」全權酌情以書面批准之其他用途外，概不

可作任何其他用途。「署長」以書面批准其他用途時可制訂任何條款與條件，包括收取其視為恰當的額外補價或其他費用；及

(d) 在本批地特別條款，「承批人」的釋義指訂立及執行本「協議」的人士。

18.儲物

第(37)條批地特別條款

如該地段任何部份用作儲物（於本批地特別條款儲物指存放該地段以作發展或重建工程的必要建築材料），儲物方法及儲存於「港鐵綜合大樓」附近的物品性質和容量或數量必須經「署長」及消防處處長批准。

19.「港鐵」防護措施

第(38)條批地特別條款

(a) 該地段或其任何部份上或內進行的任何建造、地基或其他工程概不可損害、干預、阻礙或危害「港鐵綜合大樓」或位於或貫越該地段或其任何部份或周圍而關乎「港鐵綜合大樓」的任何結構或裝置或隧道（以下統稱「港鐵結構與裝置」）運作。「承批人」須自費採取「署長」要求的措施和預防措施，確保「港鐵結構與裝置」安全及「港鐵綜合大樓」暢順營運；及

(b) 於本文協定批授的整個年期內，「承批人」須遵守和履行屋宇署署長為保護「港鐵結構與裝置」而制訂的所有規定，以令屋宇署署長滿意。

20.「政府」出入「港鐵綜合大樓」之通行權

第(39)條批地特別條款

(a) 於本文協定批授的整個年期內，「承批人」須允許「政府」、其人員、僱僕及代理和獲其授權之其他人等（除緊急情況外於事前發出通知書後），有權在所有合理時間攜帶工具或設備或駕車與否自由進出、再進出及經越該地段和現已或將會建於該處的任何構築物，以便檢查「港鐵綜合大樓」及「港鐵結構與裝置」或其任何部份；及

(b) 倘「政府」、其人員、僱僕及代理及獲其授權之其他人等因行使本批地特別條款(a)款所載通行權進出、再進出及經越該地段而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾或

連帶的事宜，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、僱工及代理和獲其授權之其他人等索償。

21.公眾出入「港鐵車站」之通行權

第(40)條批地特別條款

於本文協定批授的整個年期內，「承批人」須允許公眾隨時自由及免費地進入及行經該地段各部份以作所有合法目的，以及進出、行經和通行該處由「承批人」劃為出入「港鐵車站」通道的建築物、構築物及搭建物，以便往返「港鐵車站」。

22.「住宅樓宇」及「商業樓宇」之泊車規定

第(44)(a)條批地特別條款

遵從本文第(45)條批地特別條款之規定，「承批人」須在該地段內提供「署長」滿意的下列車位：

(i) 合共不少於2,857個車位及不超過4,500個車位。除本批地特別條款(a)(vii)款所載的「傷殘人士車位」外，其餘車位每個最少2.5米闊5.0米長，最低淨空高度2.4米。如上提供的車位除停泊根據《道路交通條例》持牌而屬於「住宅樓宇」業主或佔用人的車輛外，不可作任何其他用途；

(ii) 合共250個車位供停泊根據《道路交通條例》持牌而屬於「住宅樓宇」業主或佔用人各訪客或來賓的車輛。除本批地特別條款(a)(vii)款所載的「傷殘人士車位」外，其餘車位每個最少2.5米闊長5.0米長，最低淨空高度2.4米。本款訂明提供的車位將歸屬於「公用地方」一部份，「承批人」必須在「公契」（釋義以本文第(58)(a)(i)條批地特別條款所訂為準）訂明此等車位乃「公用地方」（釋義以本文第(58)(a)(v)條批地特別條款所訂為準）範圍。除非依照本文第(58)(a)(vi)條批地特別條款之規定，否則「承批人」不可轉讓、按揭或押記（除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式）或以其他方式出讓上述車位；

(iii) 合共333個車位供「商業樓宇」佔用人及彼等真正訪客或來賓停泊根據《道路交通條例》持牌的車輛。每個車位最少2.5米闊5.0米長，最低淨空高度2.4米，於本批地特別條款(a)(vii)款所述的傷殘人士車位除外；

(iv) 供「住宅樓宇」業主、佔用人或彼等的訪客或來賓停泊電單車的車位，配置比率為依照本批地特別條款(a)(i)至(a)(ii)款所提供

車位總額的百分之十。每個車位最少1.0米闊2.4米長，最低淨空高度2.4米。此等車位須分組佈局，任何一個地點須設有不少於5個車位；

- (v) 供「商業樓宇」佔用人及彼等真正訪客或來賓停泊電單車的車位，配置比率為依照本批地特別條款(a)(iii)款所提供車位總額的百分之十。每個車位最少1.0米闊2.4米長，最低淨空高度2.4米。此等車位須分組佈局，任何一個地點須設有不少於5個車位；及

如上提供的車位除分別作本批地特別條款(a)(i)、(a)(ii)、(a)(iii)、(a)(iv)及(a)(v)款訂明的用途外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等。

- (vi) 供「住宅樓宇」業主、佔用人及彼等訪客或來賓停泊單車的車位，配置比率為現已或將會建於該地段上各建築物內每十個或不足十個住宅單位設有一個車位，又或由「署長」指定數額（「署長」之決定將作終論並對「承批人」約束）。

- (vii) 就「地盤C1」、「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」及「地盤N」：

- (I) 「承批人」須依照建築事務監督規定及批准，從其遵照本批地特別條款(a)(i)、(a)(ii)及(a)(iii)款（可根據本批地特別條款(d)款更改）提供的車位中保留及劃定指定數額的車位，以供符合《道路交通條例》、其附屬規例及修訂法例界定釋義的傷殘人士停泊車輛（此等保留及劃定的車位以下簡稱「傷殘人士車位」）。「承批人」最少須從遵照本批地特別條款(a)(ii)款所提供車位中保留及劃定一(1)個車位，惟遵照本批地特別條款(a)(ii)款所提供的車位不可全部保留及劃作「傷殘人士車位」。
- (II) 「傷殘人士車位」須劃為「公用地方」並構成「公用地方」一部份。
- (III) 「傷殘人士車位」除供符合《道路交通條例》、其附屬規例及修訂法例界定釋義的傷殘人士停泊屬於現已或將會建於「地盤C1」、「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」及「地盤N」各建築物的居民及彼等各真正賓客、訪客或來賓的車輛外，不可作任何其他用途，其中特別禁止用於存放、陳列或展示車輛招售等或提供洗車及汽車美容服務。
- (IV) 每個「傷殘人士車位」的大小將由建築事務監督指定及批准。

23. 客貨上落規定

第(44)(b)條批地特別條款

遵從本文第(45)條批地特別條款之規定，「承批人」須以下列形式在該地段內提供「署長」滿意的車位供貨車和服務車輛停泊及上落客貨：

- (i) 合共50個客貨上落車位供「住宅樓宇」及「安老院樓宇」業主或住戶使用；及
- (ii) 按照「商業樓宇」樓面總面積每1,000平方米配置一個的比率提供車位，供「商業樓宇」及「安老院樓宇」佔用人使用；

除非此等「批地條款」另有規定，如上提供之每個車位最少3.5米闊11.0米長，最低淨空高度4.7米。此等車位除供與「住宅樓宇」、「商業樓宇」及「安老院樓宇」相關的車輛上落客貨外，不得作任何其他用途。根據本批地特別條款(b)(i)及(b)(ii)款提供的車位屬於「公用地方」一部份，「承批人」必須在「公契」（釋義以本文第(58)(a)(i)條批地特別條款所訂為準）訂明此等車位乃「公用地方」（釋義以本文第(58)(a)(v)條批地特別條款所訂為準）範圍。除非依照本文第(58)(a)(vi)條批地特別條款之規定，否則「承批人」不可轉讓、按揭或押記（除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式）或以其他方式出讓上述車位。

24. 垃圾收集服務

第(47)條批地特別條款

- (a) 「承批人」須自費以食物環境衛生署署長全面滿意的方式提供及維持周全的垃圾收集系統，收集現已或將會建於該地段上各建築物每個樓層的垃圾，並且設置食物環境衛生署署長批准或指定的垃圾裝卸車位，以致食物環境衛生署署長全面滿意；
- (b) 「承批人」須在「署長」指定的一個或多個日期，自費按照「核准建築圖則」，以「署長」全面滿意的方式，採用批核的物料、標準和設計，在該地段指定的位置提供、建造及嗣後維修不少於三個垃圾收集站，每個包括不少於一個垃圾車裝卸車位連同食物環境衛生署署長批准的附屬設施（以下統稱「垃圾收集站」）。計算本文第(16)(c)條批地特別條款所訂的樓面總面積時，此等「垃圾收集站」不會計算在內。每個「垃圾收集站」所佔土地為不少於5.60米闊乘6.50米長，又或採用「署長」批准的其他面積；

- (c) 本批地特別條款(a)及(b)款所訂的工程以食物環境衛生署署長滿意的方式完竣後，「垃圾收集站」將由「承批人」自費維修，以令食物環境衛生署署長滿意；

25. 建造車輛出入通道

第(49)(c)條批地特別條款

- (i) 直至及除非該地段外現有公共道路/行人路每個出入口均已設計及建成令「署長」滿意的出口和入口通道，否則「承批人」不可行使本批地特別條款(a)及(b)款所訂的出入通行權。除非「署長」另行同意，否則本批地特別條款(b)款所訂的發展或重建項目完竣後，又或「署長」發出通知時，「承批人」須拆除臨時建造的車輛出入通道並還原其所在的道路/行人路地方，以致恢復車輛出入通道建造之前的原貌。上述設計、建造、拆卸及還原工程將由「承批人」自費進行，並須令「署長」滿意；及
- (ii) 儘管本批地特別條款(c)(i)款之規定，「署長」仍可（但無責任必須）應「承批人」的書面要求執行前文(c)(i)款所載的設計、建造、拆卸及還原工程，有關費用由「承批人」支付。

26. 電力分站及海水抽水站之通行路線

第(49)(d)及(f)條批地特別條款

- (d) 於本文協定批授的整個年期內：

- (i) 「承批人」須免費准許將軍澳市地段第80號（該地段用作電力分站）（以下簡稱「電力分站」）的業主、其傭僕、訪客、工人及其他正式獲授權代表彼等的人士，於本文協定批授的年期內不時及時刻為着達致完善使用「電力分站」的所有合法事宜使用通行路線，不論帶備工具或設備或駕車與否，在圖則I以粉紅色間紅斜線、粉紅色間紅斜線加黑點和粉紅色間黑斜線及紅斜線顯示的範圍之上、之沿途、之以上、之旁及之內通過及再通過，又或通行「署長」全權酌情批准的該地段其他樓層，以便於「電力分站」建成後往返該處；
- (ii) 遵從本批地特別條款(d)(i)款之規定，「承批人」須在將軍澳市地段第80號之「電力分站」建造期間提供臨時免費通行路線，以便將軍澳市地段第80號各業主、彼等之承辦商、工人及其他獲授權代表彼等的人士不論帶備工具、設備、機器或駕車與否往來該地段與「電力分站」之間，以便執行「電力分站」的建造工程；

(iii) 「署長」、其人員及承辦商和其各自之工人有權不論帶備工具、設備、機器或駕車與否進出、往返及經越圖則I以粉紅色間紅斜線範圍、粉紅色間紅斜線加黑點範圍、綠色間黑十字線範圍及圖則I註明為「GLA-SK477」之毗連地段(該地段用作海水抽水站)(以下簡稱「海水抽水站」)，又或通行「署長」全權酌情批准之該地段其他樓層，以便檢查、維修、修理及更新「海水抽水站」；及

(f) 「承批人」須自費保養、維修和修理上述通行路線及所有附屬於該處的物件，以令「署長」滿意。

27.「幼稚園」

第(50)條批地特別條款

(a) 「承批人」(「財政司司長法團」除外)須自費在該地段內興建、建造、提供、維修及營運兩間幼稚園(以下簡稱「幼稚園」)，兩間「幼稚園」的位置、設計和標準必須分別在2012年6月30日及2014年12月31日或之前或「署長」全權酌情指定的其他日期向教育局局長申請書面批准。「幼稚園」須有合共不少於17個課室及其他輔助設施。只要「幼稚園」課室不超過17個，計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，如上提供之「幼稚園」及輔助設施不會計算在內。

(b) 「承批人」(「財政司司長法團」除外)須自費在該地段內興建、建造、提供、維修和營運兩間幼稚園或幼稚園暨兒童護理中心(以下簡稱「幼稚園/幼稚園暨兒童護理中心」)，兩間「幼稚園/幼稚園暨兒童護理中心」的位置、設計和標準必須在2022年9月30日或之前或「署長」全權酌情指定的其他日期向教育局局長申請書面批准。「幼稚園/幼稚園暨兒童護理中心」須有合共不少於15個課室及其他輔助設施。只要「幼稚園/幼稚園暨兒童護理中心」課室不超過15個，計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，如上提供之「幼稚園/幼稚園暨兒童護理中心」及輔助設施不會計算在內。

28. 私家康樂設施、公眾休憩用地及鄰舍休憩用地

第(52)條批地特別條款

(a) 「承批人」須自費按照「核准建築圖則」及「核准園景美化建議書」，以「署長」全面滿意的方式興建、建造、提供、園景美化和嗣後維修以下設施，以保持其維修充足及狀態良好：

(i) 該地段內的私家康樂設施及輔助設施(以下簡稱「私家康樂設施」)，類型、大小、設計、高度及任何配置須經

「署長」書面批准，以供純粹現已或將會建於該地段各建築物的居民或佔用人及彼等之真正訪客使用。計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，「私家康樂設施」不會連計在內(僅就「地盤C2」、「地盤D」、「地盤G」、「地盤H」、「地盤I」、「地盤J」、「地盤N」及「地盤O」而言，並須遵從本文第(97)(d)條批地特別條款的規定及僅就「地盤C1」而言，並須遵從本文第(97)(e)條批地特別條款的規定)。任何根據本款規定豁免計入樓面總面積的地方一律屬於「公用地方」，「承批人」必須在「公契」(釋義以本文第(58)(a)(i)條批地特別條款所訂為準)訂明此等地方乃「公用地方」(釋義以本文第(58)(a)(v)條批地特別條款所訂為準)範圍。除非依照本文第(58)(a)(vi)條批地特別條款規定，否則「承批人」不可轉讓、按揭或押記(除非根據本文第(57)(a)(iii)條批地特別條款採用樓宇按揭或押記方式)或以其他方式出讓上述地方；

(ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃(以下簡稱「公眾休憩用地」)。「承批人」須在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準和設計種植灌叢及樹木和建造單車徑，並於「黃色範圍相關部份通行權」根據第(7)(1)條批地特別條款終止日後二十四(24)個曆月內或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂靜態及動態康樂用途所作的決定將作終論並對「承批人」約束；及

(iii) 位於該地段內按「署長」規定提供的若干鄰舍休憩用地，總面積不少於8.147公頃(以下簡稱「鄰舍休憩用地」)，包括在「署長」批准的樓層以其批准的標準和設計種植灌叢及樹木，並於本文第(14)(b)條批地特別條款分別訂明「任何地盤」及現已或將會提供「鄰舍休憩用地」之該地段餘段適用的日期或之前建成並適宜使用。「鄰舍休憩用地」除供現已或將會建於該地段各建築物的居民及佔用人及彼等的真正訪客與來賓作完善使用及享用該地段之康樂用途外，不得作任何其他用途。

(b) 遵從本文第(7)(h)(ii)條批地特別條款之規定，於本文協定批授的整個年期內，「承批人」須自費維修「公眾休憩用地」及「鄰舍休憩用地」，以保持其維修充足及狀態良好，令「署長」全面滿意；及

(c) 「公眾休憩用地」將自由地及免費開放予公眾作任何性質的合

法用途(除非事前須獲康樂及文化事務署署長書面批准)。

29. 擬建行人天橋相關結構

第(53)條批地特別條款

(a) (i) 「承批人」(不包括其受讓人)須自費在「署長」發出一封或多封信函指定的一個或多個日期或之前，按照「核准建築圖則」，以「署長」全面滿意的方式，採用「署長」全權酌情規定或批准的物料、標準、樓層、定線、規劃和設計，於該地段興建、提供、建造和嗣後維修「署長」指定的柱及其他結構性支承件和連接段連同自動扶梯、電梯及樓梯(此等設施、結構性支承件及連接段以下統稱「擬建行人天橋相關結構」)，以連接該地段至擬建行人天橋(以下簡稱「擬建行人天橋」)，位置為圖則I註明為「FB2」、「FB3」及「FB4」或「署長」以書面批准的其他地點(以下簡稱「地點」)；

(ii) 於本文協定批授的整個年期內，「署長」、其人員、承辦商、代理、僱員及工人和毗鄰或毗連地段各業主及其人員、承辦商、代理、僱員、工人及任何其他獲彼等授權人士或人等均獲保留權利，可攜帶設備、機器、機械或駕車與否免費進入及行經該地段或其任何部份，以及進入、行經或跨越現已或將會建於該處任何建築物內、下或上：

(I) 以便執行工程，連接「擬建行人天橋」之「地點」到「擬建行人天橋相關結構」(此等連接工程以下簡稱「連接段」)，以及嗣後享有「連接段」和「擬建行人天橋」的支撐地役權；及

(II) 修理及維修「連接段」和「擬建行人天橋」。

(iv) 如「署長」發出通知，「承批人」或該地段現任管理人或根據《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」須自費以「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，暫時封閉現已或將會建於該地段連接「擬建行人天橋」的通道口。暫時封閉通道口涉及的所有必要維修工程須由「承批人」負責(不包括「財政司司長法團」，僅此而已)，此外並須令「署長」滿意；

(vi) 在本文協定批授的整個年期內，「承批人」須時刻遵從「署長」制訂的任何規定准許公眾免費及自由地通過該地段或其任何部份或該處任何建築物通行、往返、出入、

上落及行經附屬或從屬於該處的「擬建行人天橋」及「擬建行人天橋相關結構」，藉此往返該地段的公用地方和往返該地段及毗鄰地段與「政府」土地外的地面公共行人路，以作所有合法用途。

30. 行人通道及行人道

第(53)條批地特別條款

- (b) (i) 「承批人」(不包括其受讓人)須在「署長」指定的期限內自費以「署長」全面滿意的方式，以「署長」批准的位置、方式、物料、標準、樓層、定線及設計鋪設、平整、提供、建造和修建表面整飾分段行人路或行人道(連同「署長」全權酌情指定的樓梯、斜路、照明裝置及自動扶梯)，以作本批地特別條款(b)(ii)款訂明的用途；
- (ii) 本批地特別條款(b)(i)款所載的分段行人路或行人道須採取最短路線並興建上蓋和提供照明及垃圾桶，建造和設計須符合以下要求：
- (I) 於「署長」批准的指定位置及樓層連通將會建於「任何地盤」(「地盤M」除外)的每座建築物；
- (II) 於「署長」批准的指定位置及樓層連通該地段每個「地盤」(「地盤M1」(「港鐵車廠」)除外)；及
- (III) 連通該地段內所有主要設施，包括「商業樓宇」及設有休憩用地和社區設施之「任何地盤」。
- (iii) 「承批人」(不包括「財政司司長法團」，僅此而已)須在本文協定的整個批租年期內自費維修本批地特別條款訂明提供的分段行人路或行人道(連同該處之樓梯、斜路、照明裝置及自動扶梯)，以保持其維修充足及狀態良好，以令「署長」滿意；
- (iv) 「承批人」須自費以「署長」全面滿意的方式提供內淨闊度為不少於4.5米的有蓋行人道，以連接「擬建行人天橋」及「有蓋行人天橋」(釋義以本文第(54)(a)條批地特別條款所訂為準)；
- (v) 「承批人」須在本文協定的整個批租年期內保持本批地特別條款(b)(iv)款所載的行人道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行。

31. 「有蓋行人天橋」

第(54)條批地特別條款

- (a) 「承批人」(不包括其受讓人)須在「署長」通知時在「署長」指定的期限內自費按照「核准建築圖則」及以「署長」全面滿意的方式，在圖則I註明為「FB1」的位置或「署長」全權酌情批准的其他位置提供和建造一座有蓋行人天橋，內淨闊度為不少於10米，連同支承件、連接段、樓梯、斜路、輪椅使用者設施、內外配件、照明燈飾及指示牌(以下簡稱「有蓋行人天橋」)，嗣後則享有「有蓋行人天橋」的支撐地役權。「有蓋行人天橋」須以「署長」全權酌情規定或釐定的物料、標準、樓層、定線、行人天橋覆蓋度、位置及設計建造，其決定將作終論並對「承批人」約束；
- (b) (i) 如非「署長」批准或指定，「承批人」不可使用或允許或容忍他人使用「有蓋行人天橋」任何部份外部或內部作廣告用途或展示任何招牌、告示或海報。
- (ii) 「承批人」不可作出任何行為或允許或容忍他人作出任何行為，以致或可能導致在「有蓋行人天橋」之下經過的任何人士或車輛或任何毗鄰或毗連地段或樓宇的業主或佔用人受到滋擾或騷擾，又或造成不便或損害；及
- (iii) 儘管「有蓋行人天橋」已按照本批地特別條款(h)款之規定移交「政府」，在「有蓋行人天橋」存在期間，「承批人」不論日夜均須時刻允許任何公眾免費自由地步行或乘坐輪椅通越、再通越、行經及上落該地段、「有蓋行人天橋」及現已或將會建於該處的建築物，以作任何性質的合法用途；
- (f) 「承批人」(不包括「財政司司長法團」，僅此而已)須自費管理及維修「有蓋行人天橋」，以時刻保持其維修充足及狀態良好和照明充足，全面令「署長」滿意，直至「有蓋行人天橋」根據本批地特別條款(h)款移交「政府」為止；
- (h) 「承批人」(不包括「財政司司長法團」，僅此而已)須在「署長」通知時免費或無償地將「有蓋行人天橋」或其任何部份移交「政府」，惟「政府」並無責任必須應「承批人」的要求收回「有蓋行人天橋」或其任何部份管有權，「政府」只須在其視為恰當的時候作出上述行動。

32. 「內部交通系統及照明系統」

第(60)條批地特別條款

- (a) 「承批人」須以「署長」全面滿意的方式，自費在該地段內一個

或多個地點的任何樓層建造一個道路系統，包括道路、行人天橋、行人道、樓梯、單車徑、載客電梯、自動扶梯、斜路、客貨上落車位及其他交通設施，設計和規格以「署長」規定為準(以下統稱「內部交通系統」)，以供行人及車輛流通，包括但不限於運輸署署長指定之的士、專營巴士、公共小巴及旅遊巴士。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「內部交通系統」不會計算在內；

- (b) 遵從運輸署署長及警務處處長不時作出的指示，以及「政府」與「承批人」現已或將會訂立之任何營運、管理及維修協議，以及現行和未來法例以「附例」訂明的授權，「承批人」(不包括「財政司司長法團」，僅此而已)可按其視為必要而運作、管理及維修「內部交通系統」和作出交通管理安排，包括架設交通標誌及交通燈號，以遵守此等「批地條款」，惟本條規定概不構成任何條例下任何法定權力或責任；
- (c) 「承批人」(不包括「財政司司長法團」，僅此而已)須自費以「署長」全面滿意的方式在「內部交通系統」內提供「署長」規定的街燈，並於本文協定批授的整個年期內自費為「內部交通系統」提供照明及維持照明充足，以令「署長」滿意。倘「承批人」不履行本條所訂的任何責任，「政府」可自行提供街燈及保持「內部交通系統」照明充足，費用由「承批人」承擔。「承批人」必須在接獲通知時向「政府」支付「署長」釐定的費用；
- (d) 「承批人」須允許該地段各「不可分割份數」業主及彼等授權的其他人等或受讓人於任何時間不論駕車與否免費通行及進出本批地特別條款(a)款所訂各道路、後巷、行人路、行人天橋、行人道、樓梯及單車徑，以及往返「任何地盤」，以作任何合法用途；
- (f) 「承批人」須自費在「署長」批准的地點或位置提供和維持緊急救援車輛通道，以供緊急救援車輛進出該地段。

33. 小販

第(61)條批地特別條款

「承批人」不得允許或容忍任何小販在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」(在其仍擁有「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」管有權期間)擺賣，如發現任何小販擺賣則須驅離該地段。該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑

斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」所有入口附近當眼處均須張貼告示，說明禁止小販在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」內擺賣。茲於本批地特別條款，「小販」之釋義以《公眾衛生及市政條例》(香港法例第132章)第2條所訂為準，惟就本批地特別條款而言，釋義(a)段中「公眾地方」字眼將會略去，取代為「該地段」、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」內，但不包括當中根據此等「批地條款」可允許經營零售業務的任何部份。』

34. 廣告

第(62)條批地特別條款

「承批人」(不包括「財政司司長法團」，僅此而已)本身不可展示亦不得允許、容忍他人在該地段任何部份或現已或將會建於該地段各建築物或其任何部份的外部展示任何牌匾、海報、招牌或廣告牌，除非有關招牌或廣告事前已獲「署長」批准。

35. 火堆

第(64)條批地特別條款

「承批人」不可在該地段、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」及「黃色範圍」或其任何部份內燃點火堆焚燒任何垃圾或其他物料。

36. 「淨化海港計劃」隧道

第(65)條批地特別條款

(a) 圖則I所示並註明為「淨化海港計劃隧道保護區」的範圍下建有一條污水隧道，於本文協定批授的整個年期內，「政府」有權保養、維修及使用污水隧道。除非事前獲得渠務署署長批准，否則不可在上述「淨化海港計劃隧道保護區」內進行任何建築物或地基工程，包括土地勘探。申請人須向「渠務署九龍及新界南渠務部」遞交三套圖則以待審批。「承批人」須遵照渠務署署長為保護污水隧道所訂的條件。有關署方可能制訂的保護污水隧道措施和規定，可參閱屋宇署發出的第165號

《認可人士及註冊結構工程師作業備考》的附錄。「承批人」必須遵從渠務署署長為保護污水隧道而制訂的所有條件；

(b) 如非事前獲渠務署署長書面同意，圖則I顯示並註明為「岸上排水口保護區」的範圍概不可進行任何結構性、打樁、爆破、挖掘、地錨或同類工程。

37. 渠務預留範圍

第(65)條批地特別條款

(c) 如非事前獲「署長」書面批准，「承批人」不可干預圖則I以粉紅色間黑斜線、粉紅色間黑斜線加黑點和粉紅色間黑斜線及紅斜線顯示並註明為「D.R.」的範圍(以下簡稱「渠務預留範圍」)，又或在該處建築。任何許可超出「渠務預留範圍」界限或在該處之上或附近建造的構築物，設計及建造時概不可導致「渠務預留範圍」內之下水道結構超出負荷、功能受影響或受損。此外，「承批人」並須預留足夠空間以供進出下水道結構，以便進行維修、修理或更換工程。「署長」可就上述結構的設計制訂任何其全權酌情為必要的規定。

38. 室內康樂中心¹

第(66)條批地特別條款

(a) 「承批人」須自費在本「協議」生效日後96個曆月內或「署長」全權酌情指定的其他較長期限內，按照「署長」事前書面批准的標準、樓層及位置平整該地段內地盤，面積為不少於6,000平方米，以建造室內康樂中心。「承批人」以「署長」滿意的方式完成平整工程後，須在「署長」通知時，自費、免費及無償地在「署長」指定的期限內以不帶任何產權負擔的及已取得空置管有權之後將上述地盤交還「政府」，惟「政府」並無責任必須應「承批人」要求收回上述地盤或其任何部份，「政府」只須在其視為恰當時收回。「政府」有權在上述地盤建造室內康樂中心(以下簡稱「室內康樂中心」)並使用「室內康樂中心」或地盤作其視為恰當的任何用途。計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，現已或將會建於上述地盤的「室內康樂中心」不會計算在內；

(b) 「承批人」須准許「政府」、其官員、承辦商及工人不論攜帶工具、設備、機器或駕車與否，暢通無阻地進出及往返該地段「餘段」、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部

份，以便建造「室內康樂中心」或執行「政府」視為恰當的其他事項。倘「署長」、其人員、承辦商及工人因行使本批地特別條款賦予的進出及往返通行權而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，「署長」、其人員、承辦商及工人概毋須就此承擔責任，「承批人」亦無權因提供通行權造成的任何損失、損害、滋擾或騷擾索取賠償。「室內康樂中心」投入服務後，「承批人」須允許公眾自由及完全免費地進入、行經及往返該地段「餘段」，以便出入「室內康樂中心」；及

(c) 上述地盤根據本批地特別條款(a)款交還後，「政府」、其受讓人及彼等之傭僕、代理、受許可人、租客及合法佔用人均獲例外保留的權利(與其他擁有同類權利的人等共享)，可於本文協定批授的年期內免費享有所有必要的通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置與設施、垃圾收集及處理地方與設施、排水系統和氣體、食水、電力儲存、變壓及供應系統之權利)、支撐權以及透過現已或將會鋪設於該地段「餘段」或該處任何建築物、構築物及搭建物或其任何部份的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道及水道和其他導體輸入或排出上述地盤或其任何部份之氣體、電力、水、污物、排水、空氣、煙霧或其他污水、電話線、冷卻水及其他服務，以作關乎完善使用及享用「室內康樂中心」的所有用途。

39. 削土

第(68)條批地特別條款

(a) 如該地段或任何「政府」土地現時或以往曾經配合或因應該地段或其任何部份的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條款」等規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」土地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」須在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修充足及狀態良好，令「署長」滿意；及

(c) 無論何時，如因「承批人」進行平整、水準測量、發展或其他

¹ 擬建室內康樂中心的將軍澳市地段第70號內地盤已完成分割，並命名為將軍澳市地段第70號A段。

工程或因其他事故導致或引起該地段內的土地或任何毗連或毗鄰「政府」土地或已批租土地發生滑土、山泥傾瀉或地陷，「承批人」須自費還原並修葺該處，以令「署長」滿意，同時就「政府」、其代理及承辦商作出彼等因此蒙受或招致的所有費用、收費、損害、索求及索償作出賠償，並確保彼等免責；及

- (d) 除享有本文訂明可就違反此等「批地條款」追討之任何其他權利或補償權外，「署長」另有權向「承批人」發出書面通知，要求「承批人」進行、建造及維修上述的土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，又或還原並修葺任何滑土、山泥傾瀉或地陷範圍。如「承批人」疏忽或不執行通知書訂明的期限內以「署長」滿意的方式完成通知的指示，「署長」可即時執行及進行必要工程。「承批人」必須在接獲通知書時向「政府」償還有關費用，以及任何行政或專業費用與收費。

40. 維修地錨

第(70)條批地特別條款

如該地段的發展或重建項目或其任何部份已安裝預應力地錨，「承批人」須自費在預應力地錨的整個使用周期內定期維修及監察，以令「署長」滿意，並且須在「署長」不時全權酌情要求時提交上述維修和監察的報告及資料。如「承批人」疏忽或不執行規定的監察工程，「署長」可即時執行和進行監察工程，「承批人」必須在接獲通知時向「政府」償還有關的費用。

41. 廢土或泥石

第(71)條批地特別條款

- (a) 如源自該地段或受該地段發展項目影響的其他地方之廢土或泥石侵蝕或沖下公共小巷或道路，又或排進道路下水道、前濱或海床、污水管、雨水渠或明渠或其他「政府」產業，又或由負責運輸建築粒料臨時製造本文第(92)(b)條批地特別條款所載混凝土或瀝青的船隻排出廢土或泥石，「承批人」必須承擔責任並自費清理廢土或泥石和修復受損的公共小巷或道路、道路下水道、污水管、雨水渠或明渠、前濱或海床或其他「政府」產業，此外並須就廢土或泥石侵蝕或沖流導致私人物業蒙受損害或滋擾所引致的所有訴訟、索償及索求向「政府」賠償；
- (b) 儘管有本批地特別條款(a)款之規定，「署長」仍可(但無責任必須)在「承批人」發出書面要求時清理(a)款所載公共小巷或道路、道路下水道、污水管、雨水渠或明渠、前濱或海床或其他「政府」產業上的廢土或泥石和修復任何損害，費用由「承批人」承擔。

42. 公用服務設施

第(72)條批地特別條款

- (a) 「承批人」時刻均須謹慎地採取及達致採取所有完善及適當的工藝和預防措施，其中尤以任何建造、維修、更新或修理工程施工期間為要，藉以避免損壞位於、貫穿、跨越該地段或其任何部份或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或「黃色範圍」或位於其下或毗鄰該處的「政府」或其他現有排水渠、水道或渠道(包括總水管)、行人道、污水管、明渠、水管、電纜、電線、公用服務設施或其他工程或裝置，不論現有或在建者亦然(以下全部統稱「工程與服務」)。然而，「承批人」執行任何此等工程之前，必須進行或達致進行完善調查及查詢，以核實「工程與服務」的現況及水平位置，並須以書面向「署長」提交處理任何「工程與服務」的建議書以待全面審批，直至「署長」以書面批准上述工程及建議書為止，「承批人」不得展開任何工程。此外遵從「署長」就「工程與服務」制訂的規定，同時承擔履行規定所需的費用，包括作出任何必要改道、重鋪或還原工程的費用。除非本文第(76)條批地特別條款規定，否則「承批人」須自費以「署長」全面滿意的方式修理、修復及還原因為此等建造、維修、更新或更換工程導致或引起該地段或其任何部份或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或「黃色範圍」或位於、貫穿、跨越該地段或其任何部份或位於其下或毗鄰該處之「工程與服務」蒙受的損害或滋擾。如「承批人」不在該地段或其任何部份或「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或任何「工程與服務」執行此等必要的改道、重鋪、修理、修復及還原工程以致令「署長」滿意，「署長」可按其視為必要執行此等改道、重鋪、修理、還原或修復工程，「承批人」必須在接獲通知時向「政府」支付有關的費用；
- (b) 茲毋損本批地特別條款(a)款之規定，「承批人」須在接獲通知時向「政府」支付影響1,200毫米直徑海水總水管及80毫米直徑食水總水管的改道工程費用，估計金額超過港幣100,000元；及
- (c) 「承批人」須自費在「署長」批准的位置、設計及標準在該地段內興建、建造、提供和維修一個發展項目公用服務主幹(以下簡稱「公用服務主幹」)。「公用服務主幹」須設於「車廠屋頂」或車站屋頂或兩者，又或設於「署長」批准的其他高度。「公用服務主幹」只可用於設置該地段內「任何地盤」的公共服務設施，其中包括但不限於供水、污物及廢水排放、雨水排放、煤氣、電纜、

電訊電纜、有線電視及同類服務，此等服務設施必須以有關「政府」主管機構及公用事業公司核准的方式安裝和維修。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「公用服務主幹」不會計算在內。

43. 建造污水管、排水渠及渠道

第(75)條批地特別條款

「承批人」須按「署長」視為需要，自費以「署長」滿意的方式在該地段邊界範圍內或「政府」土地上建造和維修污水管、排水渠及渠道，以截流及輸送所有落下或流進該地段的暴雨水或雨水至最鄰近的污水管、河溪、集水井、渠道或雨水渠。倘此等污水、暴雨水或雨水造成任何損害或滋擾以致引起任何訴訟、索償及索求，「承批人」必須承擔全責並向「政府」及其官員賠償。

44. 接駁排水渠及污水管

第(77)條批地特別條款

如該地段已鋪設任何排水渠及污水管並已啟用，「署長」可展開工程將此等渠道接駁至「政府」雨水渠及污水管，惟倘有由此引致的損失或損害，「署長」毋須向「承批人」承擔責任。「承批人」須在「政府」通知時支付此等接駁工程的費用。此外，上述工程亦可由「承批人」自費以「署長」滿意的方式建造。於該情況下，「承批人」須在「政府」通知時將建於「政府」土地的工程部份移交「政府」，日後由「政府」自費維修。「承批人」須在「政府」通知時支付上述接駁工程的技術審核費用。

45. 提供消防裝置與設備

第(83)條批地特別條款

「承批人」須自費以消防處處長滿意的方式在該地段(或如事前獲「署長」書面同意及批准則可在任何毗鄰或毗連「政府」土地)和現已或將會建於該處各建築物內的消防處處長指定地點提供消防處處長全權酌情指定的消防栓、滅火器具、抽水接駁喉管及其他消防裝置與設備(釋義以《消防條例》所訂為準)。「承批人」須自費維修此等消防栓、滅火器具、抽水接駁喉管及其他消防裝置與設備，以保持其狀態良好，令消防處處長滿意。

46. 土地沉降

第(85)條批地特別條款

- (a)「承批人」現確認，該地段乃在海床填海的土地形成，因此地段的水平日後難免因為基底及埋填物料固結或其他原因出現變化；
- (d)「承批人」現代表其本身、其繼承人及受讓人明確表示放棄向「政府」提出任何及所有因填海工程導致或引起的索償，以及代表其本身、其繼承人及受讓人解除「政府」日後因該地段填海、任何土地沉降、剩餘沉降或該地段地面水平變化招致或引起的責任。再者，「承批人」現代表其本身、其繼承人及受讓人承諾不會就填海工程或日後任何土地沉降、剩餘沉降或該地段地面水平變化向「政府」展開任何訴訟或提出任何索求或索償，不論因何事故引起，亦不論此等沉降或地面水平變化是否可合理預見亦然。日後任何轉讓契約均須訂明其中包括本批地特別條款(d)款的規定。

47. 保護水務工程結構

第(86)條批地特別條款

- (b) 如非事前獲「署長」書面批准，不得在「綠色間黑十字線範圍」、「黃色範圍」和圖則I以粉紅色間紅斜線及粉紅色間紅斜線加黑點顯示的地方進行建築工程、存放物料或貨櫃或種植樹木或灌叢；
- (c) 除鋪植草皮外，任何閘門蓋周圍1.5米範圍或任何消防栓出口水管1米範圍內不可栽種植物或放置任何物品造成阻礙；
- (d) 如非事前獲水務署署長批准，不可更改「綠色間黑十字線範圍」、「黃色範圍」、圖則I以粉紅色間紅斜線及粉紅色間紅斜線加黑點顯示的地方和本批地特別條款(c)款所訂明地方的現有地盤狀況。如任何建議植樹與任何水管之間的淨距離僅有2.5米或以下，必須架設堅固防護欄。防護欄必須深入至任何水管的管道內底水平之下；
- (e) 倘水務署署長認為可能損壞總水管，則會禁止種植樹木；
- (g) 如非事前獲水務署署長書面同意，不可在該地段進行爆破。如需在該地段進行爆破工程，在該地段或附近水務工程裝置或結構一定距離內進行的爆破，每段延遲時間的炸藥裝置重量必須遵從礦務處處長於爆破許可證訂明的上限；及
- (h) 如非事前獲水務署署長書面同意，不准在該地段內的水務工程結構(隧道除外)毗鄰、下方或上方進行挖掘工程。

48. 海堤

第(93)條批地特別條款

- (a)「承批人」不可進行或允許他人在該地段內進行任何工程，以致「署長」認為(其決定將作終論並對「承批人」約束)確實或可能對該地段附近的現有海堤及任何其他海事結構與設施產生不良影響。任何在該地段進行的工程必須妥善設計及執行，以應對該地段附近前濱日後填海的影響，以及避免妨礙該地段附近的現有海堤及其他海事結構與設施。「承批人」概無權根據《前濱及海床(填海工程)條例》就任何此等填海索取任何賠償；
- (d) 如非事前獲「署長」書面同意，不得更改該地段附近的現有海堤及其他海事結構與設施。任何獲准進行的更改工程必須令「署長」滿意。「承批人」事前獲「署長」書面同意後實施工程更改位於該地段或專為該地段提供服務、支撐或防護的現有海堤及其他海事結構與設施時，必須自費採取損壞防護措施和維修，直至此等更改工程已完竣並令「署長」滿意。

49. 海上及沿岸垃圾

第(94)條批地特別條款

- (a) 不得在海上、前濱或海床棄置任何物料、泥土、垃圾、泥頭瓦礫、任何性質的污物、液體或固體污染物、未經處理污水或其他廢水或廢物；
- (b)「承批人」須自費採取「署長」滿意的適當措施，防止任何物料、泥土、垃圾、泥頭瓦礫、廢土泥石、污染物、污水或其他廢水或廢物排入大海或堆積於前濱或海床。

50. 「棕色範圍」

第(99)條批地特別條款

- (a)「承批人」須：
- (i) (I) 在2017年3月31日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」全權酌情批准的方式及物料，就「署長」批准的標準、樓層、定線和設計，在圖則I以棕色顯示的該地段以南「D9道路」範圍內鋪設、平整、提供及建造一條鋪築路面道路(包括提供及建造「署長」全權酌情指定的下水道、高架道路、污水管、排水渠、行人路或其他構築物)供行人和車輛通行，以便往來該地段；及

- (II) 在2022年9月30日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」全權酌情規定及批准的方式、裝置、結構及物料，就「署長」規定及批准的標準、樓層、定線、闊度和設計，在圖則I以棕色顯示的該地段以北「建議興建L861道路之高架道路」範圍內鋪設、平整、提供及建造一條高架道路(包括提供及建造橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路或其他構築物)供車輛行駛(本批地特別條款(a)(i)(I)款及(a)(i)(II)款所載的棕色範圍以下統稱「棕色範圍」)；及

- (ii) 自費以「署長」全面滿意的方式保養、管理、維修和修理「棕色範圍」，以保持其維修充足及狀態良好，直至「棕色範圍」或其任何部份的管有權連同該處提供及安裝的所有結構和服務根據本批地特別條款(c)款交還「政府」為止。
- (c) (ii) 「政府」保留權利在其視為恰當時收回本批地特別條款(a)(i)(I)款所載棕色範圍整體或其任何部份的管有權，以便建造擬建公共道路，而毋須向「承批人」支付任何費用或補償。「承批人」必須在「署長」通知時將棕色範圍整體或其任何部份免費交還「政府」，惟「政府」毋須強制收回上述棕色範圍整體或其任何部份的管有權。
- (d) 如非事前獲「署長」書面同意，「承批人」不可使用「棕色範圍」儲物或興建任何臨時構築物，又或作並非關乎執行本批地特別條款(a)款所訂工程的其他用途。

51. 「黃色間黑斜線範圍」

第(100)條批地特別條款

(a)「承批人」須：

- (i) 在2021年12月31日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的方式在圖則I以黃色間黑斜線顯示之範圍(以下簡稱「黃色間黑斜線範圍」)進行園景美化工程；及
- (ii) 自費保養、管理、維修和修理「黃色間黑斜線範圍」，以保持其維修充足及狀態良好，全面令「署長」滿意，直至「黃色間黑斜線範圍」或其任何部份的佔管權連同在該處提供或安裝的所有構築物及服務的管有權根據本批地特別條款(c)款交還「政府」為止。
- (c) (ii) 「政府」保留權利在其視為恰當時收回「黃色間黑斜線範

圍」整體或其任何部份之管有權，以便建造擬建公共道路，而毋須向「承批人」支付任何費用或補償。「承批人」必須在「署長」通知時將「黃色間黑斜線範圍」整體或其任何部份免費交還「政府」，惟「政府」毋須強制收回「黃色間黑斜線範圍」整體或其任何部份之管有權。

(d) 如非事前獲「署長」書面同意，「承批人」不可使用「黃色間黑斜線範圍」儲物或興建任何臨時構築物，又或作並非關乎執行本批地特別條款(a)款所訂工程的其他用途。

(c) 除非得到屋宇署署長的事先書面批准，否則經批准的「提交文本」中所展示的「綠化區域」須指定為第(58)(a)(v)條批地特別條款所述的「公用地方」，並且不可用作「綠化區域」以外的任何目的，其佈局、大小、位置和詳細信息也須按照經批准的「提交文本」規定。

52. 不批准墳墓或骨灰龕

第104條批地特別條款

該地段不可搭建或建造任何墳墓或骨灰龕，亦不可安葬或放置任何人類或動物遺體，不論置於陶泥金塔、骨灰盅或其他方式亦然。

53. 「綠化區域」

第(105)條批地特別條款

就「地盤D」而言，

(a) 茲毋損本文第(7)條批地特別條款之規定，「承批人」應自費向屋宇署署長提交一份展示將會在「地盤D」的部份或多部份或一座或多座已興建或將會興建在「地盤D」或其內的建築物提供及維修的綠化項目（包括但不限於提供帶土壤基礎的活植物）（以下簡稱「**綠化區域**」）之圖則，供屋宇署署長書面批准。屋宇署署長有權自行決定要求或指定「綠化區域」的佈局和大小以及其他資料（包括但不限於「綠化區域」建築工程的位置和詳細信息）（上述「承批人」的提交連同圖則以下簡稱「**提交文本**」）。關於什麼構成「提交文本」中的綠化，及什麼構成「地盤D」的部份或多部份或一座或多座建築物中的綠化，屋宇署署長的決定是最終決定，對「承批人」具有約束力。就本批地特別條款而言，「建築工程」的定義應符合《建築物條例》、其附屬法例及任何經修訂的條例；

(b) 「承批人」應根據經批准的「提交文本」，自費實施並完成「綠化區域」的建築工程，及其後應在各個方面保養維持，以使屋宇署署長滿意。未經屋宇署署長的事先書面批准，不得把經批准的「提交文本」或展示「綠化區域」的圖則進行任何修改、變更、更改、修飾或替代；及

1. The Phase is situated on Site H of The Remaining Portion of Tseung Kwan O Town Lot No.70.
2. The Remaining Portion of Tseung Kwan O Town Lot No.70 is held from the Government under New Grant No.9689 dated 16th May 2002 as varied or modified by eighteen (18) Modification Letters dated 19th April 2005, 13th April 2006, 19th March 2008, 11th May 2009, 11th September 2012, 1st August 2014, 5th January 2015, 24th April 2015, 30th July 2015, 11th November 2015, 15th February 2016, 20th May 2016, 5th October 2016, 16th January 2017, 26th January 2017, 11th April 2019, 28th June 2019 and 30th March 2020 and registered in the Land Registry by Memorial Nos. 05042602320188, 06042800110014, 08032801320019, 09051501940319, 12091403070069, 14081201890016, 15010900340012, 15042901080159, 15080701750014, 15111800950014, 16021701150013, 16052501410014, 16101102220023, 17012300360016, 17021301120016, 19041700760014, 19071101700014 and 20041700430016 respectively (“**the Land Grant**”) for a term of 50 years from 16th May 2002 and expiring on 15th May 2052.

3. User

Special Condition No.(15)

- (a) Subject to these Conditions (as defined in General Condition No.13) and in particular subject to sub-clause (b) of this Special Condition, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than non-industrial (excluding hotel, petrol filling station and godown) purposes;
- (b) Site M (as defined in Special Condition No.(12)) or any part thereof or any building or part of any building erected or to be erected thereon shall not, except with the prior written approval of the Director and in conformity with Special Conditions Nos.(31)(a)(i) and (31)(a)(ii) hereof, be used for any purpose other than a Mass Transit Railway Depot and a Mass Transit Railway Station (as defined respectively in Special Conditions Nos.(31)(a)(i) and (31)(a)(ii)); and
- (c) Without prejudice to the generality of sub-clause (a) of this Special Condition and Special Condition No.(17) hereof, the lot or any part thereof or any building or part of any building erected or to be erected on the lot shall not be used for any purpose other than for which it is designed, constructed and intended in accordance with these Conditions, the Approved Landscaping Proposals (as defined in Special Condition No.(7)(d)) and the Approved Building Plans (as defined in Special Condition No.(13)(b)).

4. Indemnity by Grantee

General Condition No.4

By signing the Memorandum of Agreement for Lease, the Grantee (as defined in General Condition No.13) hereby indemnifies and shall keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands (“**the Director**”) (whose opinion shall be final and binding upon the Grantee), arisen out of any development or redevelopment affecting the lot or part thereof or out of any other works which the Grantee is required to undertake in compliance with these Conditions.

5. Maintenance

General Condition No.7

- (a) The Grantee shall throughout the term hereby agreed to be granted, having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions:
 - (i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto;
 - (ii) maintain all buildings erected or which may hereafter be erected in accordance with the plans approved by the Building Authority and these Conditions or any subsequent legal variation of them, in good and substantial repair and condition and in such repair and condition deliver up the buildings at the expiry of sooner determination of the term hereby agreed to be granted.
- (b) In the event of the demolition of any building then standing on the lot or any part thereof at any time during the term hereby agreed to be granted the Grantee shall replace the same either by a sound and substantial building or buildings of the same type and of no less gross floor area or by a building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall apply to the Director for consent to carry out building works for the redevelopment of the lot and upon receiving such consent shall within three calendar months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

6. Private streets, roads and lanes

General Condition No.9

Any private streets, roads and lanes which by these Conditions are required to be formed shall be sited to the satisfaction of the Director and included in or excluded from the area of the lot hereby agreed to be granted as may be determined by him and in either case shall be surrendered to the Government free of costs and expenses, if so required. If the said streets, roads and lanes are surrendered to the Government, the surfacing, kerbing, drainage (both foul and storm water sewers), channeling and road lighting thereof shall be carried out by the Government at the expense of the Grantee and thereafter they shall be maintained at public expense. If the said private streets, roads and lanes remain part of the area of the lot hereby agreed to be leased, they shall be lighted, surfaced, kerbed, drained, channeled and maintained by and at the expense of the Grantee in all respects to the satisfaction of the Director and the Director may carry out or cause to be carried out the installation and maintenance of road lighting in the public interest as required. The Grantee shall bear the capital cost of installation of road lighting as certified by the Director and allow free ingress and egress to and from the area of the lot hereby agreed to be granted to workmen and vehicles for the purpose of installation and maintenance of the road lighting.

7. Landscaping

Special Condition No.(7)

- (d) Upon development or redevelopment of the lot, the Grantee shall at his own expense landscape the lot and the Yellow Area (as defined in Special Condition No.(7)(a)) in accordance with the Conceptual Submission (as defined in Special Condition No.(7)(a)) and the Detailed Submission (as defined in Special Condition No.(7)(a)) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director;
- (e) The Grantee shall at his own expense construct and thereafter keep and maintain the landscape works in a clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

Special Condition No.(102)

- (b) (ii) Not less than 30% of the area of Site C1 and not less than 20% each of the respective areas of Site C2, Site G, Site H, Site I, Site J, Site N and Site O shall be planted with trees, shrubs or other plants;

- (iii) Not less than 50% of the 30% in respect of Site C1 and not less than 50% of the 20% in respect of each of Site C2, Site G, Site H, Site I, Site J, Site N and Site O referred to in sub-clause (b)(ii) of this Special Condition (the relevant area of the respective Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O shall hereinafter be referred to as “**The Respective Greenery Area**”) shall be provided at such location or level as may be determined by the Director of Planning at his sole discretion so that the Respective Greenery Area of each of Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O shall be visible to pedestrians or accessible by any person or persons entering each of Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O;
- (v) The Director of Planning at his sole discretion may accept other non-planting features proposed by the Grantee as an alternative to planting trees, shrubs or other plants.
- (c) The Grantee shall at his own expense landscape Site C1, Site C2, Site G, Site H, Site I, Site J, Site N and Site O in accordance with their respective approved landscape master plans in all respects to the satisfaction of the Director and no amendment, variation, alteration, modification or substitution of the approved landscape master plans shall be made without the prior written consent of the Director.
- (d) The Grantee shall thereafter at his own expense keep and maintain the landscaped works in a safe, clean, neat, tidy and healthy condition all to the satisfaction of the Director.

Special Condition No.(103)

No tree growing on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site K, Site L and Site N or adjacent thereto shall be removed or interfered with without the prior written consent of the Director who may, in granting consent, impose such conditions as to transplanting, compensatory landscaping or replanting as he may deem appropriate.

8. Yellow Area

Special Condition No.(7)

- (f) The Grantee shall:
 - (i) within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area (as hereinafter defined in sub-clause (l) of this Special Condition) or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the

Director lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) the area shown coloured yellow on Plan I annexed to the Land Grant (“**the Yellow Area**”); and

- (ii) at his own expense uphold, manage, maintain and repair the Yellow Area in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Yellow Area together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (h)(ii) of this Special Condition.
- (h) (ii) The Government reserves the right to take back possession of the Yellow Area or any part or parts thereof for any purpose (as to which the decision of the Director shall be final and conclusive) as and when it sees fit without any payment or compensation to the Grantee and the Yellow Area shall be re-delivered to the Government by the Grantee on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof. The Grantee shall remain responsible for the upkeep maintenance and repair of the Yellow Area together with all structures and services provided and installed thereon or therein as specified in sub-clause (f)(ii) of this Special Condition until possession of the Yellow Area has been re-delivered to the Government.
- (i) (I) The Grantee shall not without the prior written consent of the Director use the Yellow Area or any part or parts thereof for the purpose of storage or for the erection of any temporary structure or for any purposes; and
- (II) The Grantee shall not without the prior written consent of the Director of Civil Engineering and Development carry out any alteration works to the seawall erected or constructed adjoining the Yellow Area.
- (l) The Grantee shall upon demand in writing of the Director while the Grantee is in possession of the Yellow Area or any part thereof permit the Government, the Director of Civil Engineering and Development, his officers, contractors, agents and any person authorized by him the right of full and free ingress and egress at any time with or without motor vehicles, tools, equipment, plant, materials and machinery to and from the portion of the Yellow Area within the limit of works areas delineated on Plan No.209506/

GZ/203 gazetted on the 10th day of May, 2013 and the 16th day of May, 2013 or any part or parts thereof (hereinafter referred to as “**the Portion of the Yellow Area**”) for the purposes of construction of the proposed Cross Bay Link, whether within the Portion of the Yellow Area or otherwise, at such location or locations and level or levels as may be determined by the Director at his absolute discretion (hereinafter referred to as “**the Right of Access to the Portion of the Yellow Area**”) until such date to be determined by the Director as specified in a written notice of termination or cessation of the Right of Access to the Portion of the Yellow Area to be issued to the Grantee by the Director. The Grantee shall co-operate fully with the Government and the Director of Civil Engineering and Development on all matters relating to the aforesaid construction works. The decisions of the Director as to the area, location and level of the Portion of the Yellow Area and the limit of works area shall be final, conclusive and binding on the Grantee.

- (m) The Government and the Director of Civil Engineering and Development and his officers, contractors, agents and any person authorized by him shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee or any person arising out of or incidental to the exercise of the rights by the Government, Director of Civil Engineering and Development and his officers, contractors, agents and any person duly authorized under sub-clause (l) of this Special Condition and no claim shall be made against it or them in respect of any loss, damage, nuisance or disturbance.
- (n) The Grantee shall at all reasonable times while he is in possession of the Yellow Area permit the Government, its officers, contractors, agents and any person authorized by it the right of full and free ingress, egress and regress with or without motor vehicles, tools, equipment, plant, materials and machinery to, from and through the Yellow Area for the purpose of carrying out inspection, supervision, repair, alteration, reinstatement, making good, maintenance, upgrading or improvement works of or in connection with the Cross Bay Link, any public road or any other works which the Director may at his absolute discretion consider necessary within the Yellow Area. The Government, its officers, contractors, agents and any person authorized by it 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 right conferred under this sub-clause (n), and no claim whatsoever shall be made against it or them by the Grantee in respect of any loss, damage, nuisance or disturbance.

9. Green Area, Green Stippled Black Area, Green Hatched Black Stippled Black Area, Green Hatched Black Area, Green Cross-hatched Black Area

Special Condition No.(8)

(b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director:-

(i) subject to Special Condition No.(89) hereof:

- (I) on or before the 30th day of September, 2022 or such other date or dates as may be determined by the Director, lay, form, provide and construct that portion of future public road shown coloured green stippled black on Plan I (hereinafter referred to as "**the Green Stippled Black Area**") in such manner, with such installations, structures and materials, to such standard, levels, alignment, widths and design as the Director may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, pedestrian subway, viaducts, flyovers, pavements or such other structures) so that vehicular traffic may be carried thereon; and
- (II) on or before the 30th day of June, 2016 or such other date or dates as may be determined by the Director, carry out and construct those future road junction improvement works and associated works within the areas shown coloured green on Plan I (hereinafter referred to as "**the Green Area**") in accordance with the Technical Schedules annexed hereto;
- (ii) on or before the 30th day of September, 2022 or such other date or dates as may be determined by the Director, surface, kerb and channel that portion of future public road shown coloured green hatched black stippled black on Plan I (hereinafter referred to as "**the Green Hatched Black Stippled Black Area**") and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve so that vehicular traffic may be carried thereon;
- (iii) on or before the 30th day of June, 2012 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such

over-passes, under-passes, ramps, pavements, cycle tracks or such other subway modification structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green hatched black on Plan I (hereinafter referred to as "**the Green Hatched Black Area**") PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the formation of the Green Hatched Black Area and if such requirement is not necessary, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1st day of February, 2003. The Grantee shall have no right or claim to compensation against Government whatsoever including any costs or expenses incurred in connection with fulfilment of this obligation as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (iv) on or before the 31st day of December, 2020 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, pavements, cycle tracks or such other structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green cross-hatched black on Plan I (hereinafter referred to as "**the Green Cross-hatched Black Area**");
- (v) surface, kerb and channel the Green Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require within the respective prescribed period stated in sub-clauses (b)(i), (b)(ii), (b)(iii) and (b)(iv) of this Special Condition; and
- (vi) maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area shall have been re-delivered to the Government in accordance with Special Condition No.(9)(a) hereof.

Special Condition No.(9)

- (a) For the purpose only of carrying out the necessary works specified in Special Condition No.(8) hereof, the Grantee shall on the date or dates to be specified in a letter or letters from the Director to the Grantee be granted possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area. The Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof shall be deemed to be re-delivered to the Government upon issuance of a letter or letters from the Director to the Grantee certifying the works specified in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof have been completed and upon the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area forming part or parts of the public roads. The Grantee shall at all reasonable times while he is in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area allow free access over and along the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area for all Government and public vehicular and pedestrian traffic;
- (c) (i) The Grantee shall indemnify and keep indemnified the Government from and against all claims, costs, charges or damages arising out of any defects (whether in workmanship, materials design or otherwise) in respect of the public roads referred to in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof occurring within a period of 365 days from the date or respective dates of re-delivery to the Government by the Grantee of possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof under sub-clause (a) of this Special Condition (hereinafter referred to as "**the Public Roads Defects Liability period**"). For the purpose of this sub-clause the determination by the Director on whether there is a defect shall be final and binding on the Grantee;
- (ii) The Grantee shall at his own expense within such time as may be specified by the Director in a letter to the Grantee execute all such works of repair, amendment, re-construction and rectification in respect of such defects, imperfections,

shrinkages, settlements or other faults as may be required in writing by the Director occurring during the Public Roads Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any interruption to the use and operation of the public roads.

Special Condition No.(10)

- (a) The Grantee shall not without the prior written consent of the Director use the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area for the purpose of storage or for the erection of any temporary structure.

10. Building Covenant

Special Condition No.(14)

- (a) The Grantee shall develop the lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, bye-laws and regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 30th day of September 2026;
- (b) Notwithstanding sub-clause (a) of this Special Condition and subject to Special Conditions Nos.(16)(a)(vi) and (16)(b) hereof:
- (i) the building or buildings or part or parts thereof erected or to be erected in respect of Site AB shall be completed and made fit for occupation on or before the 31st day of December 2013 or 96 calendar months from the Due Date for Site AB or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site AB, whichever is the later;
- (ii) the building or buildings erected or to be erected in respect of Site C1 shall be completed and made fit for occupation on or before the 30th day of September 2022;
- (iii) the building or buildings erected or to be erected in respect of Site C2 shall be completed and made fit for occupation on or before the 31st day of December 2025;
- (iv) the building or buildings erected or to be erected in respect of Site D shall be completed and made fit for occupation on or before the 30th day of September 2026;

- (v) the building or buildings erected or to be erected in respect of Site E shall be completed and made fit for occupation on or before the 30th day of September 2014;
- (vi) the building or buildings erected or to be erected in respect of Site F shall be completed and made fit for occupation on or before the 30th day of June 2011;
- (vii) the building or buildings erected or to be erected in respect of Site G shall be completed and made fit for occupation on or before the 30th day of June 2021;
- (viii) the building or buildings erected or to be erected in respect of Site H shall be completed and made fit for occupation on or before the 31st day of December 2021;
- (ix) the building or buildings erected or to be erected in respect of Site I shall be completed and made fit for occupation on or before the 31st day of December 2022;
- (x) the building or buildings erected or to be erected in respect of Site J shall be completed and made fit for occupation on or before the 30th day of September 2022;
- (xi) the building or buildings or part or parts thereof erected or to be erected in respect of Site K shall be completed and made fit for occupation on or before the 31st day of December, 2017 or 54 calendar months from the Due Date for Site K or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site K, whichever is the later;
- (xii) the building or buildings or part or parts thereof erected or to be erected in respect of Site L shall be completed and made fit for occupation on or before the 31st day of December, 2018 or 54 calendar months from the Due Date for Site L or such other date to be determined by the Director at his absolute discretion (the determination of the Director shall be final and binding on the Grantee) on or before the Due Date for Site L, whichever is the later;
- (xiii) the building or buildings erected or to be erected in respect of Site N shall be completed and made fit for occupation on or before the 30th day of September 2021; and
- (xiv) the building or buildings erected or to be erected in respect of Site O shall be completed and made fit for occupation on or before the 31st day of March, 2021.

11. Development Conditions

Special Condition No.(16)

Subject to these Conditions upon development or re-development (which terms refer solely to the redevelopment contemplated in General Condition No.7) of the lot or any part thereof:

- (a) The Grantee shall and shall only erect, construct, provide and maintain upon the lot:
- (i) the Mass Transit Railway Complex referred to in Special Condition No.(31) hereof;
- (ii) the Government Accommodation referred to in Special Condition No.(17) hereof;
- (iii) an elevated building platform which shall form the structural roof of the Mass Transit Railway Depot (hereinafter referred to as “**the Depot Roof**”) not exceeding a height of 18.5 metres above the Hong Kong Principal Datum or such other height or heights as may be approved by the Director in accordance with the dimensions, levels, location and position thereof shown on the Approved Building Plans. The design, specifications and construction (including the materials to be used) of the Depot Roof and all structures ancillary or appertaining or forming part thereof shall be subject to the approval in writing of the Director and the construction thereof shall not commence until the written approval of the Director is given;
- (iv) the Kindergartens referred to in Special Condition No.(50)(a) hereof and the Kindergartens/Kindergarten Cum Child Care Centres referred to in Special Condition No.(50)(b) hereof respectively;
- (vi) (I) accommodation and facilities for residential purposes (hereinafter collectively referred to as “**the Residential Accommodation**”) comprising not less than 20,000 flats and nor more than 25,500 flats with a total gross floor area of not less than 1,397,500 square metres and not more than 1,612,800 square metres; and
- (II) accommodation and facilities for commercial purposes (hereinafter referred to as “**the Commercial Accommodation**”) with a total gross floor area of not less than 30,000 square metres and not more than 50,000 square metres;

(b) (i) Notwithstanding sub-clause (a)(vi) of this Special Condition, the Grantee shall and shall only erect, construct, provide and maintain upon the lot:

(i) in respect of Site AB,

(I) the Residential Accommodation with a minimum of 2,474 flats and a maximum of 4,272 flats and with a total gross floor area of not less than 185,818 square metres and not more than 309,696 square metres;

(II) a total of 855 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(III) a total of 50 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;

(IV) a total of 91 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;

(V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of one space for every ten residential flats or part thereof;

(VI) a total of 10 of those spaces stipulated in Special Condition No.(44)(b)(i) hereof; and

(VII) one kindergarten (of the requirements stipulated in Special Condition No.(50)(a) hereof) of 8 classrooms with a total gross floor area of not more than 800 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 3 lay-bys for the picking up and setting down of passengers from school buses with each lay-by having a minimum measurement of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres;

(ii) in respect of Site C1,

(I) accommodation and facilities with a total gross floor area of not less than 96,050 square metres and not more than 114,760 square metres made up or to be made up as follows:

(A) the Residential Accommodation with a minimum of 960 flats with a total gross floor area of not less than 67,070 square metres but not more than 70,260 square metres; and

(B) the Commercial Accommodation with a total gross floor areas of not less than 28,980 square metres but not more than 44,500 square metres;

(II) a total of 180 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(III) a total of 10 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;

(IV) a total of 333 of those spaces stipulated in Special Condition No.(44)(a)(iii) hereof;

(V) a total of 19 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;

(VI) a total of 33 of those spaces stipulated in Special Condition No.(44)(a)(v) hereof;

(VII) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;

(VIII) a total of 2 of those bays stipulated in Special Condition No.(44)(b)(i) hereof;

(IX) a total of 45 of those bays stipulated in Special Condition No.(44)(b)(ii) hereof and notwithstanding Special Condition No.(44)(b) hereof, 28 of the 45 bays so provided shall have a minimum measurement of 3.5 metres in width and 7 metres in length with a minimum headroom of 3.6 metres;

(X) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(ii)(II), (b)(i)(ii)(III) and (b)(i)(ii)(IV) of this Special Condition (subject to a minimum of one space being reserved and designated); and

(XI) one kindergarten or kindergarten cum child care centre (of the requirements stipulated in Special Condition No.(50)(b) hereof) of 9 classrooms with a total gross floor area of not more than 1,160 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 3 lay-bys for

picking up and setting down of passengers from school buses with each lay-by having a minimum measurement of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres;

(iii) in respect of Site C2,

(I) the Residential Accommodation with a minimum of 1,217 flats with a total gross floor area of not less than 85,025 square metres and not more than 88,858 square metres;

(II) a total of 245 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;

(III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;

(IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(iii)(II) and (b)(i)(iii)(III) of this Special Condition;

(V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;

(VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and

(VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(iii)(II) and (b)(i)(iii)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);

(iv) in respect of Site D,

(I) the Residential Accommodation with a minimum of 1,217 flats with a total gross floor area of not less than 85,025 square metres and not more than 89,290 square metres;

(II) the Centre for Community Care and Support Services for the Elderly Accommodation (as hereinafter defined in Special Condition No.(17)(a)(ii)(iii) hereof) which shall be completed and made fit for

- occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(ii)(iii) hereof;
- (III) the Supported Hostel for Mentally or Physically Handicapped Persons (as hereinafter defined in Special Condition No.(17)(a)(iii) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(iii) hereof;
- (IV) the Early Education and Training Centre (as hereinafter defined in Special Condition No.(17)(a)(vii) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(vii) hereof;
- (V) a total of 251 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (VI) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (VII) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(iv)(V) and (b)(i)(iv)(VI) of this Special Condition;
- (VIII) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (IX) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (X) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(iv)(V) and (b)(i)(iv)(VI) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (v) in respect of Site E,
- (I) the Residential Accommodation with a minimum of 1,533 flats and a maximum of 1,648 flats and with a total gross floor area of not less than 111,384 square metres and not more than 128,544 square metres;
- (II) the part or parts of the Permanent PTI (as hereafter defined in Special Condition No.(17)(a)(i) hereof);
- (III) a total of 330 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (IV) a total of 20 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (V) a total of 35 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VI) a total of 132 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof;
- (VII) a total of 4 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and
- (VIII) one kindergarten (of the requirements stipulated in Special Condition No.(50)(a) hereof) of 9 classrooms with a total gross floor area of not more than 1,000 square metres and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 3.0 metres in width and 7.0 metres in length with a minimum headroom of 2.4 metres;
- (vi) in respect of Site F,
- (I) accommodation and facilities with a total gross floor area of not less than 136,540 square metres made up or to be made up as follows:
- (A) the Residential Accommodation with a minimum of 1,950 flats and a maximum of 2,096 flats and with a total gross floor area of not more than 136,240 square metres;
- (B) the Commercial Accommodation with a total gross floor area of not less than 300 square metres but not more than 500 square metres; and
- (C) (i) one residential care home for the elderly (hereinafter referred to as “**the Residential Care Home for the Elderly**”) with a total gross floor area of not more than 3,100 square metres which shall be taken into account in calculating the total gross floor area of the building or buildings erected or to be erected on the lot as referred to in Special Condition No.(16)(e) hereof;
- (ii) one space for the parking of motor vehicle having a minimum measurement of 3 metres
- in width and 7.6 metres in length with a minimum headroom of 2.8 metres to be located in close proximity to the Residential Care Home for the Elderly which space shall not be counted as any of the spaces referred to in Special Condition No.(44) hereof;
- (iii) the Residential Care Home for the Elderly and the parking space as referred to in sub-clause(b)(i)(vi)(I)(C)(ii) of this Special Condition (hereinafter collectively referred to as “**the Residential Care Home for the Elderly Accommodation**”) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(14)(b)(vi) hereof;
- (II) the Community Hall Accommodation (as hereinafter defined in Special Condition No.(17)(a)(v)(III) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(v)(III) hereof;
- (III) the Integrated Children and Youth Services Centre (as hereinafter defined in Special Condition No.(17)(a)(vi) hereof) which shall be completed and made fit for occupation and operation in all respect to the satisfaction of the Director on or before the date referred to in Special Condition No.(17)(a)(vi) hereof;
- (IV) a total of 300 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (V) a total of 25 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (VI) a total of 16 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VII) a total of 65 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof; and
- (VIII) a total of 5 of those bays stipulated in Special Condition No.(44)(b)(i) hereof;

(vii) in respect of Site G,

- (I) the Residential Accommodation with a minimum of 1,228 flats with a total gross floor area of not less than 85,800 square metres and not more than 102,336 square metres;
- (II) the part or parts of the Permanent PTI (as hereinafter defined in Special Condition No.(17)(a)(i) hereof);
- (III) the Public Toilet (as hereinafter defined in Special Condition No.(17)(a)(ix) hereof);
- (IV) a total of 263 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (V) a total of 15 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (VI) a total of 28 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;
- (VII) a total of 237 of those spaces stipulated in Special Condition No.(44)(a)(vi) hereof;
- (VIII) a total of 3 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and
- (IX) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(vii)(IV) and (b)(i)(vii)(V) of this Special Condition (subject to a minimum of one space being reserved and designated);

(viii) in respect of Site H,

- (I) the Residential Accommodation with a minimum of 1,168 flats with a total gross floor area of not less than 81,640 square metres and not more than 97,000 square metres;
- (II) a total of 255 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) a total of 15 of those spaces stipulated in Special Condition No.(44)(a)(ii) hereof;
- (IV) a total of 27 of those spaces stipulated in Special Condition No.(44)(a)(iv) hereof;

- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) a total of 3 of those bays stipulated in Special Condition No.(44)(b)(i) hereof; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(viii)(II) and (b)(i)(viii)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);

(ix) in respect of Site I,

- (I) the Residential Accommodation with a minimum of 751 flats with a total gross floor area of not less than 52,520 square metres and not more than 75,400 square metres;
- (II) a total of 178 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);

(x) in respect of Site J,

- (I) the Residential Accommodation with a minimum of 1,250 flats with a total gross floor area of not less than 87,360 square metres and not more than 104,110 square metres;
- (II) a total of 274 of those spaces stipulated in Special Condition No.(44)(a)(i) hereof;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block;
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.(44)(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(x)(II) and (b)(i)(x)(III) of this Special Condition (subject to a minimum of one space being reserved and designated); and
- (VIII) one kindergarten or kindergarten cum child care centre (of the requirements stipulated in Special Condition No.(50)(b) hereof) of 6 classrooms with a total gross floor area of not more than 810 square meters and 2 spaces for the parking of motor vehicles with each space having a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres and 2 lay-bys for picking up and setting down of passengers from school buses with each lay-by having a minimum measurement of 3.5 metres in width and 7.0 metres in length with a minimum headroom of 3.6 metres;

- (xi) in respect of Site K, the Residential Accommodation with a minimum of 848 flats with a total gross floor area of not less than 59,280 square metres;

- (xii) in respect of Site L, the Residential Accommodation with a minimum of 819 flats with a total gross floor area of not less than 57,200 square metres;
- (xiii) in respect of Site N,
- (I) the Residential Accommodation with a minimum of 1,633 flats with a total gross floor area of not less than 114,140 square metres and not more than 136,970 square metres;
- (II) spaces as stipulated in Special Condition No.(44)(a)(i) hereof at the rate of 1 space for every 5 residential flats or part thereof or a total of 354, whichever is the higher;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(xiii)(II) and (b)(i)(xiii)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (VII) such number of the Parking Spaces for the Disabled Persons as designated in accordance with Special Condition No.44(a)(vii) out of the spaces so provided under sub-clauses (b)(i)(xiii)(II) and (b)(i)(xiii)(III) of this Special Condition (subject to a minimum of one space being reserved and designated);
- (xiv) in respect of Site O,
- (I) the Residential Accommodation with a minimum of 1,459 flats with a total gross floor area of not less than 101,920 square metres and not more than 122,302 square metres (it is hereby agreed and acknowledged by the Grantee that there is no guarantee from the Government that the building or buildings erected or to be erected within Site O or any part thereof can

attain the maximum gross floor area referred to in this sub-clause);

- (II) spaces as stipulated in Special Condition No.(44)(a)(i) hereof at the rate of 1 space for every 5 residential flats or part thereof or a total of 316, whichever is the higher;
- (III) spaces as stipulated in Special Condition No.(44)(a)(ii) hereof at the rate of 5 spaces for every residential block;
- (IV) spaces as stipulated in Special Condition No.(44)(a)(iv) hereof at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (b)(i)(xiv)(II) and (b)(i)(xiv)(III) of this Special Condition;
- (V) spaces as stipulated in Special Condition No.(44)(a)(vi) hereof at the rate of 1 space for every 10 residential flats or part thereof;
- (VI) bays as stipulated in Special Condition No.(44)(b)(i) hereof at the rate of 1 bay for every residential block; and
- (ii) Subject always to sub-clause (a)(vi) of this Special Condition and notwithstanding anything contained in sub-clauses (b)(i)(i) to (b)(i)(xiv) of this Special Condition, the Director may at any time and at his absolute discretion to approve reallocation of the Residential Accommodation and the Commercial Accommodation to be provided within Any of the Sites and to allow variations in the minimum gross floor areas and the minimum number of flats for the Residential Accommodation and the minimum and maximum gross floor areas for the Commercial Accommodation of each of the Site stipulated in sub-clauses (b)(i)(i) to (b)(i)(xiv) respectively of this Special Condition and provided that the Grantee shall submit to the Director for his approval of the reallocation of the Residential Accommodation and the Commercial Accommodation and variation in the minimum gross floor areas and the minimum number of flats for the Residential Accommodation and the minimum and maximum gross floor areas for the Commercial Accommodation in respect of Any of the Sites not less than 12 calendar months or such other period as the Director may agree prior to the earliest of the Due Date of Any of the Premium in respect of Any of the Sites for which the premium is being assessed. In exercising his right referred to herein, the Director may impose such terms and conditions, including charging of additional premium from the Grantee, as the

Director may decide.

- (e) Notwithstanding sub-clause (a)(vi) of this Special Condition, the total gross floor area of any building or buildings erected or to be erected on the lot shall not be less than 1,427,500 square metres and shall not be more than 1,652,800 square metres.

12. Government Accommodation

Special Condition No.(17)

- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules annexed hereto (hereinafter referred to as “**the Technical Schedules**”) and the plans approved under Special Condition No.(18)(a) hereof, the following accommodations, such accommodations to be constructed within Any of the Sites are to be completed and made fit for occupation and operation on or before the expiry date of six calendar months from the date or dates of issuing by the Building Authority of an Occupation Permit or a Temporary Occupation Permit (excluding any Temporary Occupation Permit for any sales office referred to in Special Condition No.(42) hereof) (hereinafter referred to as “**the Completion Date**”) of Any of the Sites or part of Any of the Sites on which such accommodation is located or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee):
- (i) one public transport interchange on ground level comprising one bus terminus with four bus bays, eight bus stacking bays, two public light bus bays, one taxi bay, two general loading and unloading bays (hereinafter referred to as “**the Permanent PTI**”) constructed or to be constructed adjacent to the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof), with access connecting with public roads to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) and in the event of any delay in the completion and operation of the Permanent PTI, the Grantee shall on a date to be determined by the Director at his own expense erect, construct, provide and maintain the Temporary PTI (as hereinafter defined in Special Condition No. (30) hereof) for use until such time as the Permanent PTI is completed and made fit for occupation and operation to the satisfaction of the Director;

- (ii) (i) one centre for community care and support services for the elderly (hereinafter referred to as “**the Centre for Community Care and Support Services for the Elderly**”) with a net operational floor area of not less than 303 square metres;
- (ii) (A) a total of 2 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and to be located in close proximity to the Centre for Community Care and Support Services for the Elderly. Each of the spaces so provided shall have a minimum measurement of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
- (B) 1 bay for loading and unloading to be used by occupiers of the Centre for Community Care and Support Services for the Elderly having a minimum measurement of 3.0 metres in width and 9.0 metres in length with a minimum headroom of 3.8 metres in close proximity to the Centre for Community Care and Support Services for the Elderly.
- (iii) the Centre for Community Care and Support Services for the Elderly, the parking spaces and the loading and unloading bay as referred to in sub-clause (a)(ii)(ii) of this Special Condition (hereinafter collectively referred to as “**the Centre for Community Care and Support Services for the Elderly Accommodation**”) shall all be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Centre for Community Care and Support Services for the Elderly Accommodation is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 31st day of March, 2018; or

(B) whichever is the later of the following:

(1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Centre for Community Care and Support Services for the Elderly Accommodation is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or

(2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Centre for Community Care and Support Services for the Elderly Accommodation is located pursuant to Special Condition No.(3)(b) hereof; or

(II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (iii) one supported hostel for mentally or physically handicapped persons (hereinafter referred to as “**the Supported Hostel for Mentally or Physically Handicapped Persons**”) with a net operational floor area of not less than 355 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Supported Hostel for Mentally or Physically Handicapped Persons is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Supported Hostel for Mentally or Physically Handicapped Persons and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 31st day of March, 2017; or

(B) whichever is the later of the following:

(1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Supported Hostel for Mentally or Physically Handicapped Persons is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or

(2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Supported Hostel for Mentally or Physically Handicapped Persons is located pursuant to Special Condition No.(3)(b) hereof; or

(II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Supported Hostel for Mentally or Physically Handicapped Persons or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (v) (I) one multi-purposes hall (hereinafter referred to as “**the Community Hall**”) with a net operational floor area of not less than 593 square metres;

(II) (A) a total of 5 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and to be located in close proximity to the Community Hall. Each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and

(B) 1 bus bay having a minimum measurement of 3 metres in width and 12 metres in length with a minimum headroom of 3.8 metres.

(III) the Community Hall, the parking spaces and the bus bay as referred to in sub-clause (a)(v)(II) of this Special Condition (hereinafter collectively referred to as “**the**

Community Hall Accommodation”) shall all be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee);

- (vi) one integrated children and youth services centre (hereinafter referred to as “**the Integrated Children and Youth Services Centre**”) with a net operational floor area of not less than 631 square metres to be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Integrated Children and Youth Services Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1st day of February, 2004.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Integrated Children and Youth Services Centre or any part thereof as a result of the Director’s exercising his discretion in the decision and giving of the notification under this sub-clause;

- (vii) one early education and training centre (hereinafter referred to as “**the Early Education and Training Centre**”) with a net operational floor area of not less than 212 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Early Education and Training Centre is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Early Education and Training Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 31st day of March, 2017; or

(B) whichever is the later of the following:

- (1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Early Education and Training Centre is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or
- (2) within 3 calendar months from the date of the Director’s approval to a variation of the boundaries of the Site within which the Early Education and Training Centre is located pursuant to Special Condition No.(3)(b) hereof; or

(II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Early Education and Training Centre or any part thereof as a result of the Director’s exercising his discretion in the decision and giving of the notification under this sub-clause;

- (ix) one public toilet (hereinafter referred to as “**the Public Toilet**”) on the ground floor of the building or buildings erected or to be erected in close proximity to the Permanent PTI with a net operational floor area of not less than 70 square metres to be completed and made fit for occupation and operation on or before the commencement of operation of the Permanent PTI;
- (x) a minimum of three school premises (or such other number as may be approved by the Director) comprising three primary schools and two secondary schools or such other lesser number as may be determined by the Director at his absolute discretion at such levels and positions as may be required by the Director to be completed and made fit for occupation and operation on or before the 31st day of December, 2023 or such other date or dates as determined by the Director at his absolute discretion. Each of the primary school shall have a minimum site area of 6,200 square metres (hereinafter collectively referred to as “**the Primary Schools**”) and each of the secondary school shall have a minimum site area of 6,950 square metres (hereinafter collectively referred to as “**the Secondary Schools**”) PROVIDED THAT any of the

Primary Schools and any of the Secondary Schools may have a smaller site area subject to the prior written approval of the Secretary for Education and the Director of Architectural Services. The Primary Schools and the Secondary Schools shall each be of a standard school design prevailing from time to time as may be determined by the Director at his absolute discretion and shall be provided and constructed by the Grantee to the standard and specification as set out in the Technical Schedules or to such design and specification as are applicable to a standard school design prevailing from time to time as shall be approved in writing by the Secretary for Education and the Director of Architectural Services and in compliance with such terms and conditions as the Secretary for Education and the Director of Architectural Services may approve in writing so as to accord with the Education Ordinance and these Conditions and also in accordance with the Approved Building Plans and the plans approved under Special Condition No.(18)(a) hereof PROVIDED ALSO THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Primary Schools and the Secondary Schools or any of them and if the construction or provision of a lesser number of Primary Schools and Secondary Schools is decided by the Director, the Grantee shall not be required to fulfil this obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Primary Schools and the Secondary Schools or any part thereof as a result of the Director’s exercising his discretion in the decision and giving of the notification under this sub-clause; and

- (xi) one soccer pitch with ancillary facilities in accordance with the standard and specifications as may be approved by the Director at his absolute discretion (hereinafter referred to as “**the Soccer Pitch**”), with a minimum site area of 2,241 square metres or such other site area as may be approved by the Director to be completed and made fit for occupation and operation on or before the 31st day of December, 2023 or such other later date as may be approved by the Director at his absolute discretion PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Soccer Pitch and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the

Director on or before the 31st day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Soccer Pitch or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause.

(which accommodation referred to in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(v), (a)(vi), (a)(vii), (a)(ix), (a)(x) and (a)(xi) of this Special Condition (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as **"the Government Accommodation"**).

13. Maintenance of Government Accommodation

Special Condition No.(23)

- (a) Without prejudice to the provisions of Special Condition No.(27) hereof the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(27)(a) hereof, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor; and
- (b) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns.

14. Defects liability in respect of Government Accommodation

Special Condition No.(27)

- (b) Whenever required by the Director and/or F.S.I. (as defined in Special Condition No.(25)(a)), the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. carry out all works of maintenance, repair, amendment, reconstruction and rectification and any other works as may be necessary to remedy and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services

installations therefor which shall occur or become apparent within any Defects Liability Period. In addition to the foregoing, the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. make good and rectify any defects, wants of repair, imperfections, breakdown, faults or any other outstanding works in the Government Accommodation or any part thereof and the building services installations therefor which may exist at the respective dates of delivery of possession thereof by the Grantee;

- (f) For the purpose of this Special Condition, the expression "Grantee" shall exclude his assigns.

15. Maintenance of Items of Government Accommodation

Special Condition No.(28)

- (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No.(58)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as **"the Items"**):
 - (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch which shall be maintained by F.S.I.) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;
 - (ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;
 - (iii) all building services installations, sewage, drainage, fresh and salt water supply system, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;
 - (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and
 - (v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the lot.

- (b) Notwithstanding sub-clauses (a)(i) and (a)(iv) of this Special Condition, the Government shall be responsible for the maintenance of the Primary Schools, the Secondary Schools and the Soccer Pitch save and except the building services which are not exclusively serving the Primary Schools, the Secondary Schools or the Soccer Pitch, and save and except also the foundation and/or the structural slabs of those parts of the Primary Schools, the Secondary Schools and the Soccer Pitch which are erected or are to be erected on or above the Depot Roof (hereinafter referred to as **"Schools on the Depot Roof"**) which are structural elements common to the Schools on the Depot Roof and the Depot, which said building services, foundation and structural slabs are to be maintained by the Grantee at the Grantee's own costs and expenses subject to any contribution by F.S.I. as referred to in Special Condition No.(58)(a)(ii)(I) hereof.

- (c) The Grantee shall indemnify and keep indemnified the Government and F.S.I. against all liabilities, damages, expenses, claims, costs, demands, charges, actions and proceedings of whatsoever nature arising out of or as a consequence of the failure of the Grantee to maintain the Items.

- (d) For the purpose of this Special Condition, the expression "Grantee" shall exclude F.S.I.

16. Temporary Public Transport Interchange

Special Condition No.(30)

- (a) Subject to Special Condition No.(17)(a)(i) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and maintain within the lot a temporary public transport interchange (hereinafter referred to as **"the Temporary PTI"**) which shall be located in close proximity to the Mass Transit Railway Station and with access to public roads. The Temporary PTI shall link up with the Mass Transit Railway Station by covered walkway and paths and with provision of ancillary facilities (including but not limited to drainage, lighting, ventilation, traffic aids, guard railings, passenger queue railings, passenger shelters and necessary connections and services for closed-circuit television system provision) at such positions, in such manner, materials, design and standards as the Director may approve. The Temporary PTI shall be completed and made fit for occupation and operation upon the opening of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or on such other date as may be determined by the Director;
- (b) The Temporary PTI shall be designed and provided with a net operational floor area of not less than 4,800 square metres,

comprising one bus terminus with four bus bays, one public light bus bay, one taxi bay, one general loading and unloading bay, an area reserved for the ancillary facilities for the bus operator, and a closed-circuit television room to be constructed to the satisfaction of the Director;

- (c) (i) The Temporary PTI shall be handed over by the Grantee to the Director on the date of a letter from the Director indicating that the Temporary PTI has been completed to his satisfaction and the Government shall have the operation right of the Temporary PTI. Notwithstanding the Temporary PTI has been handed over to the Director, the Grantee shall at all times during the period of operation of the Temporary PTI, at his own expense maintain in a tidy, clean, good and substantial condition and state of repair the Temporary PTI (including general cleaning of the footpaths, platforms, carriageways and other facilities) to the satisfaction of the Director and the Grantee shall bear all costs incurred in connection with the operation of the Temporary PTI, including but not limited to payment of the electricity consumption for the closed-circuit television system, lighting, ventilation and street furniture;
- (ii) The Government shall have the absolute discretion at any time to permit any person authorized by the Government and members of the public to use the Temporary PTI or any part thereof; and
- (iii) The Grantee shall allow unrestricted and free access to and from the Temporary PTI for all Government and public vehicular and pedestrian traffic and the Government shall have the absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislations.
- (d) Upon completion of the Permanent PTI, the Grantee shall at his own expense relocate the Temporary PTI (including the relocation of the closed-circuit television system to the Permanent PTI) to the Permanent PTI and the Grantee shall bear all costs incurred in connection with the relocation of the Temporary PTI. The Grantee shall at his own expenses, within 12 calendar months from the date of completion of the Permanent PTI demolish and remove the Temporary PTI in all respects to the satisfaction of the Director. The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of the relocation, termination and removal of the Temporary PTI and no claim shall be made against the Government by the Grantee in respect of such loss, damage, nuisance or disturbance and the Temporary PTI shall be handed back to the Grantee by the Director on the date of a letter from the Director indicating that the Permanent PTI has been completed

and made fit for occupation and operation in all respects to his satisfaction;

- (f) For the purpose of this Special Condition, the expression “Grantee” shall mean the person entering into and executing this Agreement.

17. Mass Transit Railway Complex

Special Condition No.(31)

(a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) the Mass Transit Railway facilities and accommodation (hereinafter collectively referred to as “**the Mass Transit Railway Complex**”) within Site M including but not limited to:

- (i) a maintenance depot and railway workshops together with such ancillary railway structures, facilities, roads and such number of carparks for the parking, loading and unloading of vehicles as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation within Site M1 (Mass Transit Railway Depot) (which depot, ancillary structures, facilities, roads and carparks are hereinafter collectively referred to as “**the Mass Transit Railway Depot**”) to be completed and made fit to commence operation on a scale satisfactory to the Director on such date or dates as may be determined by the Director (whose determination shall be final and binding on the Grantee);
- (ii) a railway station and platforms together with such ancillary railway structures and facilities as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation within Site M2 (Mass Transit Railway Station) (which station, ancillary structures and facilities together with a police facility room are hereinafter collectively referred to as “**the Mass Transit Railway Station**”) to be completed and made fit to commence operation on a scale satisfactory to the Director on such date or dates as may be determined by the Director (whose determination shall be final and binding on the Grantee);
- (c) The Mass Transit Railway Complex shall not be used for any purpose other than for the purposes of a depot and a station for the

Mass Transit Railway under the Mass Transit Railway Ordinance or any other similar replacement authorising legislation, together with other Mass Transit Railway operational and ancillary uses and such other uses as may be approved in writing by the Director at his sole discretion PROVIDED THAT in giving approval to such other uses, the Director may impose such terms and conditions, including charging of additional premium or other fees, as he considers appropriate; and

- (d) For the purpose of this special Condition, the expression “Grantee” shall mean the person entering into and executing this Agreement.

18. Storage

Special Condition No.(37)

In the event of any part of the lot being used for storage (which storage for the purposes of this Special Condition shall mean storage of building materials which are necessary for development and re-development of the lot), the method of storage of goods and the nature and the volume or quantity of the goods stored in the vicinity of the Mass Transit Railway Complex shall be subject to the approval of the Director and the Director of Fire Services.

19. Mass Transit Railway protection

Special Condition No.(38)

- (a) No building works, foundation works or any other works on or within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the Mass Transit Railway Complex or any structures or installations or tunnels in relation to the Mass Transit Railway Complex (hereinafter collectively referred to as “**the Mass Transit Railway Structures and Installations**”) in or passing through or in the vicinity of the lot or any part thereof. The Grantee shall at his own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Mass Transit Railway Complex; and
- (b) Throughout the term hereby agreed to be granted the Grantee shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations.

20. Access to the Mass Transit Railway Complex by the Government

Special Condition No.(39)

- (a) The Grantee shall throughout the term hereby agreed to be granted permit the Government, its officers, servants and agents and any other persons authorised by it or them, the right of free ingress, egress and regress to, from and through the lot and any structure or structures erected or to be erected thereon at all reasonable times (upon giving prior notice except in the case of emergency) with or without tools, motor vehicles or equipment for the purposes of inspection in connection with the Mass Transit Railway Complex and the Mass Transit Railway Structures and Installations or any part thereof; and
- (b) The Government, its officers, servants and agents and any other persons authorised by it or them shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of ingress, egress and regress conferred under sub-clause (a) of this Special Condition, and no claim shall be made against it, him or them by the Grantee in respect of any such loss, damage, nuisance or disturbance.

21. Access to the Mass Transit Railway Station by the public

Special Condition No.(40)

The Grantee shall throughout the term hereby agreed to be granted permit at all times members of the public for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through those 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 Mass Transit Railway Station.

22. Parking requirements for Residential and Commercial Accommodation

Special Condition No.(44)(a)

Subject to Special Condition No.(45) hereof, the following spaces shall be provided within the lot to the satisfaction of the Director:

- (i) a total of not less than 2,857 spaces and not more than 4,500 spaces. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided shall not be used for any purpose other than for the purposes of parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the owners or occupiers of the Residential Accommodation;

- (ii) a total of 250 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and belonging to the visitors or invitees of the owners or occupiers of the Residential Accommodation. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres. The spaces so provided under this sub-clause shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No.(58)(a)(i) hereof) such spaces as part of the Common Areas (as hereinafter defined in Special Condition No.(58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No.(57)(a)(iii) hereof) or otherwise dispose of the said spaces except in accordance with Special Condition No.(58)(a)(vi) hereof;

- (iii) a total of 333 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance to be used by occupiers and bona-fide visitors or invitees of the occupiers of the Commercial Accommodation. Except for the Parking Spaces for the Disabled Persons as referred to in sub-clause (a)(vii) of this Special Condition, each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres;

- (iv) spaces for the parking of motor cycles to be used by owners, occupiers, visitors or invitees of the owners or occupiers of the Residential Accommodation at the rate of 10% of the total number of spaces provided in accordance with sub-clauses (a)(i) and (a)(ii) of this Special Condition. Each of the spaces so provided shall have a minimum measurement of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres. The layout of the parking spaces shall be in groups of not less than 5 spaces each at any particular location;

- (v) spaces for the parking of motor cycles to be used by occupiers and their bona fide visitors or invitees of the occupiers of the Commercial Accommodation at the rate of 10% of the total number of spaces provided in accordance with sub-clause (a)(iii) of this Special Condition. Each of the spaces so provided shall have a minimum measurement of 1.0 metre in width and 2.4 metres in length with a minimum headroom of 2.4 metres. The layout of the parking spaces shall be in groups of not less than 5 spaces each at any particular location; and

The spaces so provided shall not be used for any purpose other than for the respective purposes specified in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(iv) and (a)(v) of this Special Condition and in particular the said

spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise.

- (vi) spaces for the parking of pedal-cycles to be used by owners, occupiers, visitors, or invitees of the owners or occupiers of the Residential Accommodation at the rate of one space for every ten residential flats or part thereof in the building or buildings erected or to be erected on the lot or such other number of spaces as may be determined by the Director (whose determination shall be final and binding on the Grantee).

- (vii) In respect of Site C1, Site C2, Site D, Site G, Site H, Site I, Site J and Site N:

- (I) Out of the spaces provided under sub-clauses (a)(i), a(ii) and (a)(iii) of this Special Condition (as may be varied under sub-clause (d) of this Special Condition), the Grantee shall reserve and designate such number of spaces for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation (which spaces to be so reserved and designated are hereinafter referred to as “**the Parking Spaces for the Disabled Persons**”) as the Building Authority may require and approve provided that a minimum of one space shall be so reserved and designated out of the spaces provided under sub-clause (a)(ii) of this Special Condition and that the Grantee shall not reserve and designate all of the spaces provided under sub-clause (a)(ii) of this Special Condition to become the Parking Spaces for the Disabled Persons.

- (II) The Parking Spaces for the Disabled Persons shall be designated as and form part of the Common Areas.

- (III) The Parking Spaces for the Disabled Persons shall not be used for any purpose other than for the parking of motor vehicles by disabled persons as defined in the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and belonging to the residents of the building or buildings erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J and Site N and their bona fide guests, visitors or invitees and in particular the said spaces shall not be used for the storage, display or exhibiting of motor vehicles for sale or otherwise or for the provision of car cleaning and beauty services.

- (IV) The dimension of each of the Parking Spaces for the Disabled Persons shall be as the Building Authority may require and approve.

23. Loading and Unloading requirements

Special Condition No.(44)(b)

Subject to Special Condition No. (45) hereof, spaces shall be provided within the lot to the satisfaction of the Director for the parking, loading and unloading of goods and service vehicles at:

- (i) a total of 50 bays for loading and unloading to be used by owners or residents of the Residential Accommodation and the Residential Care Home for the Elderly Accommodation; and
- (ii) the rate of one space for every 1,000 square metres of the gross floor area of the Commercial Accommodation to be used by occupiers of the Commercial Accommodation and the Residential Care Home for the Elderly Accommodation;

Unless otherwise provided in these Conditions, each of the spaces so provided shall have a minimum measurement of 3.5 metres in width and 11.0 metres in length with a minimum headroom of 4.7 metres. The spaces so provided shall not be used for any purpose other than for the loading and unloading of respective vehicles in connection with the Residential Accommodation, the Commercial Accommodation, and the Residential Care Home for the Elderly Accommodation. The spaces so provided under sub-clauses (b)(i) and (b)(ii) of this Special Condition shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No. (58)(a)(i) hereof) such spaces as part of the Common Areas (as hereinafter defined in Special Condition No. (58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No. (57)(a)(iii) hereof) or otherwise dispose of the said spaces except in accordance with Special Condition No.(58)(a)(vi) hereof.

24. Refuse Collection

Special Condition No.(47)

- (a) The Grantee shall at his own expense provide, maintain and in all respects to the satisfaction of the Director of Food and Environmental Hygiene a comprehensive system of refuse collection for each floor of the building or buildings erected or to be erected on the lot together with such spaces for parking, loading and unloading of refuse collection vehicles as may be approved or required by and in all respects to the satisfaction of the Director of Food and Environmental Hygiene;
- (b) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide, construct and thereafter maintain with such materials, and to such standards and design

and in such location within the lot not less than three refuse collection points each including not less than one parking space for refuse collection vehicle together with such ancillary facilities as the Director of Food and Environmental Hygiene shall approve (hereinafter referred to as the “**Refuse Collection Points**”) in accordance with the Approved Building Plans on such date or dates as may be determined by the Director. Such Refuse Collection Points shall not be taken into account for the purpose of calculating the total gross floor stipulated in Special Condition No.(16)(e) hereof. Each Refuse Collection Point shall occupy an area of not less than 5.60 metres in width and 6.50 metres in length or such dimensions as shall be approved by the Director;

- (c) Upon completion of the works referred to in sub-clauses (a) and (b) of this Special Condition to the satisfaction of the Director of Food and Environmental Hygiene, the Refuse Collection Points shall be maintained by the Grantee at his own expense and to the satisfaction of the Director of Food and Environmental Hygiene;

25. Construction of run-in and run-out

Special Condition No.(49)(c)

- (i) The Grantee shall not exercise the right of ingress and egress in sub-clauses (a) and (b) of this Special Condition unless and until a run-in for each point of ingress and a run-out for each point of egress on existing public roads/footpaths outside the lot have been designed and constructed to the satisfaction of the Director. Upon completion of development or redevelopment referred to in sub-clause (b) of this Special Condition or when required by the Director so to do, such run-in and run-out constructed for temporary access shall be removed and the road/footpath area or areas upon which such run-in and run-out were constructed shall be reinstated to the same condition as the road/footpath area or areas were prior to construction of run-in and run-out unless otherwise agreed by the Director. The said works of design, construction, removal and reinstatement shall be undertaken by the Grantee at his own expense to the satisfaction of the Director; and
- (ii) Notwithstanding sub-clause (c)(i) of this Special Condition the Director may (but is not obliged to), upon the written request of the Grantee and at the cost of the Grantee, design, construct, remove and reinstate the run-in and run-out referred to in the said sub-clause (c)(i).

26. Right-of-ways to Sub-station and Salt Water Pumping Station

Special Condition Nos.(49)(d) & (f)

- (d) Throughout the term hereby agreed to be granted:

- (i) The Grantee shall, free of cost permit the owners of Tseung Kwan O Town Lot No.80 (which lot is used for the purpose of an electricity sub-station) (hereinafter referred to as “**the Sub-station**”), their servants, visitors, workmen and other persons authorized by them on their behalf with or without tools, equipment and motor vehicles from time to time and at all times during the term hereby agreed to be granted for all lawful purposes connected with the proper use of the Sub-station a right-of-way to pass and repass on, along, over, by and through the areas shown coloured pink hatched red, pink hatched red stippled black and pink hatched black hatched red on Plan I or such other right-of-way within the lot at such levels as may be approved by the Director at his absolute discretion so as to give access to and egress from the Sub-station after completion of the construction of the Sub-station;
- (ii) Subject to sub-clause (d)(i) of this Special Condition, the Grantee shall, during the construction of the Sub-station in Tseung Kwan O Town Lot No.80, provide temporary free access to and from the lot and the Sub-station to the owners of Tseung Kwan O Town Lot No.80 and their contractors, workmen and other persons authorized by them on that behalf with or without tools, equipment, machinery or motor vehicles for the purpose of construction of the Sub-station;
- (iii) The Director, his officers and contractors, his or their workmen, with or without tools, equipment, machinery or motor vehicles shall have the right of free ingress, egress and regress to and from the area shown coloured pink hatched red and pink hatched red stippled black on Plan I and the Green Cross-hatched Black Area and the adjacent lot shown and marked “GLA-SK477” on Plan I (which lot is used for the purpose of a salt water pumping station) (hereinafter referred to as “the Salt Water Pumping Station”) or such other right-of-way within the lot at such levels as may be approved by the Director at his absolute discretion for the purpose of inspecting, maintaining, repairing and renewing the Salt Water Pumping Station; and
- (f) The Grantee shall at his own expense uphold, maintain and repair the said rights-of-ways and everything forming a portion thereof, all to be done to the satisfaction of the Director;

27. Kindergartens

Special Condition No.(50)

- (a) The Grantee (excluding F.S.I.), shall at his own expense erect, construct, provide, maintain and operate on the lot two kindergartens (hereinafter referred to as “**the Kindergartens**”) at

such locations and to such design and standard as shall be approved in writing by the Secretary for Education on or before the 30th day of June, 2012 and the 31st day of December, 2014 respectively for each of the Kindergartens or such other date or dates as may be approved by the Director at his absolute discretion. The Kindergartens shall have a total number of not less than 17 classrooms together with ancillary facilities. The Kindergartens and the ancillary facilities so provided shall not be taken into account for the calculation of the total gross floor area stipulated in Special Condition No.(16)(e) hereof provided that they do not comprise more than 17 classrooms; and

- (b) The Grantee (excluding F.S.I), shall at his own expense erect, construct, provide, maintain and operate on the lot two kindergartens or kindergarten cum child care centres (hereinafter referred to as “**the Kindergartens/Kindergarten Cum Child Care Centres**”) at such location and to such design and standard as shall be approved in writing by the Secretary for Education on or before the 30th day of September 2022 for each of the Kindergartens/Kindergarten Cum Child Care Centres or such other date or dates as may be approved by the Director at his absolute discretion. The Kindergartens/Kindergarten Cum Child Care Centres shall have a total number of not less than 15 classrooms together with ancillary facilities. The Kindergartens/Kindergarten Cum Child Care Centres and the ancillary facilities so provided shall not be taken into account for the calculation of the total gross floor area stipulated in Special Condition No.(16)(e) hereof provided that they do not comprise more than 15 classrooms.

28. Private Recreational Facilities, Public Open Space and Local Open Space

Special Condition No.(52)

- (a) The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:
- (i) such private recreational facilities and ancillary facilities within the lot (hereinafter referred to as “**the Private Recreational Facilities**”) of such type, size, design, height and any disposition as may be approved in writing by the Director for the use only by the residents or occupiers of the building or buildings erected or to be erected on the lot and their bona fide visitors. The Private Recreational Facilities shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.

(16)(e) hereof (in respect of Site C2, Site D, Site G, Site H, Site I, Site J, Site N and Site O only, subject to Special Condition No.(97)(d) hereof and in respect of Site C1 only, subject to Special Condition No.(97)(e) hereof). Any area which is exempted from the gross floor area calculation under this sub-clause shall form part of the Common Areas and the Grantee must designate in the DMC (as hereinafter defined in Special Condition No.(58)(a)(i) hereof) such area as part of the Common Areas (as hereinafter defined in Special Condition No.(58)(a)(v) hereof). The Grantee shall not assign, mortgage or charge (except by building mortgage or charge under Special Condition No.(57)(a)(iii) hereof) or otherwise dispose of the said area except in accordance with Special Condition No.(58)(a)(vi) hereof;

- (ii) such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (hereinafter referred to as “**the Public Open Space**”) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director’s decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee; and
- (iii) such number of local open spaces within the lot with a total area of not less than 8.147 hectares as may be required by the Director (hereinafter referred to as “**the Local Open Space**”) and including the planting of such shrubs and trees to such level, standard and design as may be approved by the Director to be completed and made fit for use on or before the respective date or dates referred to in Special Condition No.(14)(b) hereof as may be appropriate for Any of the Sites and the remaining part of the lot on which the Local Open Space is provided or to be provided. The Local Open Space shall not be used for any purpose other than recreational purposes for the proper use and enjoyment of the lot by the residents and occupiers of the building or buildings erected or to be erected on the lot and their bona fide guests and visitors.

- (b) Subject to Special Condition No.(7)(h)(ii) hereof, the Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Public Open Space and the Local Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director; and
- (c) The Public Open Space shall be open to the public for all lawful purposes freely and without payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

29. Future Footbridge Associated Structures

Special Condition No.(53)

- (a) (i) The Grantee (excluding his assigns) shall at his own expense on or before such date or dates as may be specified in a letter or letters from the Director and in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion and thereafter maintain the columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required by the Director (which facilities, structural supports and connections are hereinafter collectively referred to as “**the Future Footbridge Associated Structures**”) linking the lot to future footbridges (hereinafter referred to as “**the Future Footbridges**”) in the positions shown and marked “FB2”, “FB3” and “FB4” on Plan I or at such other points as may be approved in writing by the Director (hereinafter referred to as “**the Locations**”);
- (ii) Throughout the term hereby agreed to be granted, there is reserved to the Director, his officers, contractors, agents, employees and workers and the owner or owners of adjacent or neighbouring lot or lots, his or their officers, contractors, agents, employees, workers and any other person or persons authorised by him or them with or without motor vehicles, equipment, plant, machinery, free of all costs and charges the right to enter into, upon, and through the lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected thereon:
- (I) to carry out work, to connect at the Locations the Future Footbridges to the Future Footbridge Associated Structures (which connection work, are hereinafter referred to as “**the Connections**”) and to thereafter enjoy

an easement of support of the Connections and the Future Footbridges; and

- (II) to repair and maintain the Connections and the Future Footbridges.
- (iv) When called upon to do so by the Director, the Grantee or the manager for the time being of the lot or the Owners' Corporation incorporated under the Building Management Ordinance (Cap. 344) in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot to be connected to the Future Footbridges as shall be required and approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding F.S.I. only) and shall be to the satisfaction of the Director;
- (vi) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down, the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access to and from the common areas of the lot and from and to the public pavement at ground level outside the lot and neighbouring lot or lots and Government land.

30. Pedestrian link and pedestrian walkway

Special Condition No.(53)

- (b) (i) The Grantee (excluding his assigns) shall within such time limit as shall be required by the Director at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct and surface such segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators as the Director in his absolute discretion may require) for the purposes as specified in the sub-clause (b)(ii) of this Special Condition at such positions, in such manner, with such materials and to such standards, levels, alignment and designs as the Director shall approve;
- (ii) The segregated pedestrian ways or paths referred to in sub-clause (b)(i) of this Special Condition shall follow the shortest possible routes and shall be covered, illuminated, provided

with litter bins and constructed and designed so as to:

- (I) link up each and every building to be erected within Any of the Sites (other than Site M) at such locations and levels of the building as the Director shall approve;
- (II) link up each of the Sites (other than Site M1 (Mass Transit Railway Depot)) within the lot at such locations and levels as the Director shall approve; and
- (III) link up all major facilities within the lot including the Commercial Accommodation and Any of the Sites containing open space and community facilities provided thereon.
- (iii) The Grantee (excluding F.S.I. only) shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director;
- (iv) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway with an internal clear width of not less than 4.5 metres so as to link up the Future Footbridges and the Covered Footbridge (as hereinafter defined to in Special Condition No.(54)(a) hereof);
- (v) The Grantee shall throughout the term hereby agreed to be granted keep the pedestrian walkway required to be provided under sub-clause (b)(iv) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption;

31. Covered Footbridge

Special Condition No.(54)

- (a) The Grantee (excluding his assigns) shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at his own expense in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director provide and construct one covered footbridge with an internal clear width of not less than 10 metres with supports, connections, staircases, ramps, facilities for wheelchair users, external and internal fittings, light fittings and signs in the position shown and marked "FB1" on Plan I or at such other location as may be approved by the Director at his absolute discretion (hereinafter referred to as "**the Covered Footbridge**") and

thereafter enjoy an easement of support of the Covered Footbridge. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, extent of footbridge cover, disposition, locations and designs as may be required or determined by the Director at his absolute discretion, whose determination shall be final and binding on the Grantee;

- (b) (i) 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;
- (ii) 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; and
- (iii) The Grantee shall at all times notwithstanding that the Covered Footbridge has been delivered to the Government in accordance with sub-clause (h) of this Special Condition during the day or night throughout the period during which the Covered Footbridge is in existence permit 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 the lot, the Covered Footbridge and the building or buildings erected or to be erected thereon;
- (f) The Grantee (excluding F.S.I. only) shall at his own expense manage and maintain the Covered Footbridge in good and substantial repair and condition and shall illuminate the Covered Footbridge at all times in all respects to the satisfaction of the Director until the Covered Footbridge shall have been delivered to the Government pursuant to sub-clause (h) of this Special Condition;
- (h) The Grantee (excluding F.S.I. only) shall when called upon to do so by the Director deliver the Covered Footbridge or any part thereof to the Government without payment or compensation to the Grantee provided always that the Government shall be under no obligation to take possession of the Covered Footbridge or any part thereof at the request of the Grantee, but may do so as and when it sees fit.

32. Internal Transport System and Lighting System

Special Condition No.(60)

- (a) The Grantee shall in all respects to the satisfaction of the Director at his own expense construct within the lot at such point or points and at such level or levels a road system including roads, pedestrian footbridges, walkways, staircases, cycle tracks, passenger lifts, escalators, ramps, loading and unloading bays and such other transport facilities of such design and specification as may be required by the Director (hereinafter collectively referred to as “**the Internal Transport System**”) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, public light buses and coaches as may be determined by the Commissioner for Transport. The Internal Transport System shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof;
- (b) The Grantee (excluding F.S.I. only) shall, subject to any directions which may from time to time be given by the Commissioner for Transport and the Commissioner of Police, any operation, management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee, and authorisation which may be given in the form of Bye-laws under existing and future legislation, operate, manage and maintain and make such traffic management arrangements for the Internal Transport System including the erection of traffic signs and traffic signals, as the Grantee may consider necessary to comply with these Conditions provided that nothing herein contained shall amount to any delegation of any statutory powers or duties under any Ordinance;
- (c) The Grantee (excluding F.S.I. only) shall at his own expense and in all respects to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to the satisfaction of the Director the Internal Transport System. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director;
- (d) The Grantee shall permit the owners of the Undivided Shares in the lot and other persons authorized by the owners or their assigns with or without motor vehicles to pass and repass freely at all times and for all lawful purposes and free of any payment the roads, lanes, footpaths, pedestrian footbridges, walkways, staircases, and cycle tracks referred to in sub-clause (a) of this Special Condition to and from Any of the Sites;

- (f) The Grantee shall at his own expense provide and maintain an emergency vehicular access for the passage of emergency vehicles to and from the lot at such position or positions as shall be approved by the Director;

33. Hawkers

Special Condition No.(61)

The Grantee shall not permit or suffer any hawker to carry on business within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area (while he is still in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area) and shall remove therefrom any hawker found to be so doing. Notices to the effect that hawking is prohibited within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area shall be displayed prominently by the Grantee near all entrances to the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area. For the purposes of this Special Condition, “hawker” shall be as defined in Section 2 of the Public Health and Municipal Services Ordinance (Chapter 132) PROVIDED THAT for the purposes of this Special Condition the words “in any public place” shall be omitted from paragraph (a) of such definition and shall be substituted by the words “within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area other than any part thereof permitted to be used for retail purposes in accordance with these Conditions”.

34. Advertisement

Special Condition No.(62)

The Grantee (excluding F.S.I. only) shall not exhibit or permit or suffer to be exhibited on the lot or any part thereof or on any building or buildings erected or to be erected on the lot or on any part thereof externally any placard, poster, sign or advertisement whatsoever except such sign or advertisement as may be approved by the Director.

35. Bonfire

Special Condition No.(64)

The Grantee shall not light any bonfire within the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area and the Yellow Area or any part thereof for burning of debris or any materials.

36. Harbour Area Treatment Scheme Tunnel

Special Condition No.(65)

- (a) There is a sewage tunnel constructed below the area shown and marked “Harbour Area Treatment Scheme Tunnel Protection Area” on Plan I and the Government shall have the right to keep, maintain and use the sewage tunnel throughout the term hereby agreed to be granted. No work for any building or engineering foundation, including ground investigation, is to take place within the said Harbour Area Treatment Scheme Tunnel Protection Area unless approval has first been obtained from the Director of Drainage Services. Three sets of plan shall be submitted to the Mainland South Division of Drainage Services Department for approval. The Grantee shall comply with the conditions that may be stipulated by the Director of Drainage Services for the protection of sewage tunnel. Guidance on the measures and requirements likely to be imposed to protect the sewage tunnel is given in the Appendix to the “Practice Note for the Authorised Persons and Registered Structural Engineers No.165” issued by the Buildings Department and the Grantee shall comply with all conditions required by the Director of Drainage Services for the protection of the sewage tunnels;
- (b) Except with the prior written consent of the Director of Drainage Services, no structure, piling, blasting, dredging, anchoring or the like shall be exercised within the area shown and marked “ON-SHORE OUTFALL PROTECTION ZONE” on Plan I;

37. Drainage Reserve

Special Condition No.(65)

- (c) The Grantee shall not interfere with or build over the area shown coloured pink hatched black, pink hatched black stippled black and pink hatched black hatched red and shown and marked “D.R.” (hereinafter referred to as “**Drainage Reserve**”) on Plan I without

the prior approval in writing of the Director. Any structure so permitted to encroach on or to be constructed over or near the Drainage Reserve shall be so designed and constructed as not to overload, impair or damage the culvert structures within the Drainage Reserve and so as to allow adequate space for access to be gained to the culvert structures for the purposes of maintenance, repair or replacement thereof. The Director may impose whatever requirements he in his sole discretion considers necessary in regard to the design of the aforesaid structures;

38. Indoor Recreation Centre¹

Special Condition No.(66)

- (a) The Grantee shall at his own expense within 96 calendar months from the date of this Agreement or such other extended period as may be determined by the Director at his absolute discretion and in accordance with such standards, levels and location as the Director shall first approve in writing form a site within the lot having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre. When the Grantee has completed such formation works to the satisfaction of the Director and when called upon to do so by the Director, the Grantee shall at his own expense surrender the said site to the Government free of costs and consideration within such time as shall be specified by the Director free from compensation, with vacant possession and free from encumbrances provided always that the Government shall be under no obligation to accept surrender of the said site or any part thereof at the request of the Grantee, but may do so as and when it sees fit. The Government shall have the right to construct on the said site an indoor recreation centre (hereinafter referred to as “**the Indoor Recreation Centre**”) and to use the Indoor Recreation Centre or the site for any purpose as it sees fit. The Indoor Recreation Centre erected or to be erected on the said site shall not be taken into account for the calculation of the total gross floor area as stipulated in Special Condition No.(16)(e) hereof;
- (b) The Grantee shall allow the Government, his officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles free and uninterrupted right of ingress, egress and regress to and from the Remaining Portion of the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part thereof for the purpose of constructing the Indoor Recreation Centre or any purpose as the Government sees fit. The Director, his officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of ingress,

egress and regress conferred under this Special Condition and the Grantee shall have no right to compensation whatsoever in respect of any loss, damage, nuisance or disturbance in connection with the provision of the rights of way. When the Indoor Recreation Centre is in operation, the Grantee shall allow members of the public freely and without payment of any nature whatsoever to go in, to, from, pass or through the Remaining Portion of the lot for the purpose of gaining access to and egress from the Indoor Recreation Centre; and

- (c) Upon the surrender of the said site in accordance with sub-clause (a) of this Special Condition, there are excepted and reserved to the Government and its assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like rights) throughout the term hereby agreed to be granted free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from the said site or 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 passing along, through, over, upon, under or in the Remaining Portion of the lot or any buildings, structures and erections thereon or any part or parts thereof for all purposes connected with the proper use and enjoyment of the Indoor Recreation Centre.

39. Cutting away

Special Condition No.(68)

- (a) Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purpose, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land

within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director; and

- (c) In the event that as a result of or arising out of any formation, levelling, development or other works done by the Grantee or owing to any other reason, any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such falling away, landslip or subsidence; and
- (d) In addition to any other rights or remedies herein provided for breach of any of these Conditions, the Director shall be entitled by notice in writing to call upon the Grantee to carry out, construct and maintain the said land, slope treatment works, retaining walls, or other support, protection, and drainage or ancillary or other works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with the notice to the satisfaction of the Director within the period specified therein, the Director may forthwith execute and carry out any necessary works and the Grantee shall on demand repay to the Government the cost thereof, together with any administrative or professional fees and charges.

40. Anchor maintenance

Special Condition No.(70)

Where prestressed ground anchors have been installed, upon development or re-development of the lot or any part thereof, the Grantee shall at his own expense carry out regular maintenance and regular monitoring of the prestressed ground anchors throughout their service life to the satisfaction of the Director and shall supply to the Director such reports and information on all such monitoring works as the Director may from time to time in his absolute discretion require. If the Grantee shall neglect or fail to carry out the required monitoring works, the Director may forthwith execute and carry out the monitoring works and the Grantee shall on demand repay to the Government the cost thereof.

¹ The site within Tseung Kwan O Town Lot No.70 for the purpose of the Indoor Recreation Centre has been carved out and known as Section A of Tseung Kwan O Town Lot No.70.

41. Spoil or debris

Special Condition No.(71)

- (a) In the event of spoil or debris from the lot or from other areas affected by any development of the lot being eroded and washed down onto public lanes or roads or into road-culverts, foreshore or seabed, sewers, storm-water drains or nullahs or other Government properties or from the vessels used in the transportation of the aggregates to be used in the temporary concrete production or asphalt production as referred to in Special Condition No.(92)(b) hereof, the Grantee shall be held responsible and shall at his own expense remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties. The Grantee shall indemnify the Government against all actions, claims and demands arising out of any damage or nuisance to private property caused by such erosion and washing down;
- (b) Notwithstanding sub-clause (a) of this Special Condition the Director may (but is not obliged to), upon the written request of the Grantee and at the cost of the Grantee, remove the spoil and debris from and make good any damage done to the public lanes or roads or road-culverts, sewers, storm-water drains or nullahs, foreshore or seabed or other Government properties referred to in the said sub-clause (a);

42. Utility Services

Special Condition No.(72)

- (a) The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all times and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations either completed or under construction (all together hereinafter referred to as “**the Works and Services**”) being or running upon, over, under or adjacent to the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or the Yellow Area, PROVIDED THAT the Grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in

all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement and except as provided in Special Condition No.(76) hereof shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or the Yellow Area or any of the Works and Services running on, over, under or adjacent to the lot or any part thereof in any manner or arising out of any such construction, maintenance, renewal or repair work. If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the lot or any part thereof or the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or the Yellow Area or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, repairing, reinstatement or making good as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works;

- (b) Without prejudice to the sub-clause (a) of this Special Condition, the Grantee shall pay to the Government on demand the cost of diverting the affected 1,200mm diameter salt water main and 80mm diameter fresh water main, which are likely to be exceeding \$100,000; and
- (c) The Grantee shall at his own expense erect, construct, provide and maintain within the lot at such location or locations and to such designs and standards which shall be approved by the Director a development utility spine (hereinafter referred to as “**the Utility Spine**”). The Utility Spine shall be located at the Depot Roof or station roof or both or at such other height or heights as may be approved by the Director. The Utility Spine shall only be used for the purpose of accommodating communal services for Any of the Sites within the lot, and such communal services shall include but not be limited to water supply, soil and waste water drainage, storm water drainage, town gas, electricity cables, telecom cables, cable TV and the like which shall be installed and maintained in a manner approved by the appropriate Government authorities and utilities companies. The Utility Spine shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (16)(e) hereof.

43. Construction of sewers, drains and channels

Special Condition No.(75)

The Grantee shall construct and maintain at his own expense and to the satisfaction of the Director such sewers, drains and channels, whether within the boundaries of the lot or on Government land, as the Director may consider necessary to intercept and convey into the nearest sewers, stream-course, catchpit, channel or storm-water drain all storm water or rain-water falling or flowing on to the lot, and the Grantee shall be solely liable for and shall indemnify the Government and its officers from and against all actions, claims and demands arising out of any damage or nuisance caused by such sewage, storm-water or rain-water.

44. Connecting drains and sewers

Special Condition No.(77)

The works of connecting any drains and sewers from the lot to the Government storm water drains and sewers, when laid and commissioned, may be carried out by the Director who shall not be liable to the Grantee for any loss or damage thereby occasioned and the Grantee shall pay to the Government on demand the cost of such connection works. Alternatively, the said connection works may be constructed by the Grantee at his own expense to the satisfaction of the Director and in such case any section of the said connection works which is constructed in Government land shall upon demand be handed over by the Grantee to the Government for future maintenance thereof at the expense of the Government and the Grantee shall pay to the Government on demand the cost of the technical audit in respect of the said connection works.

45. Provision of fire service installations and equipment

Special Condition No.(83)

The Grantee shall at his own expense and to the satisfaction of the Director of Fire Services provide fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment (as defined in the Fire Services Ordinance) as the Director of Fire Services in his sole discretion shall require within the lot (or, subject to the prior written consent and approval of the Director, on any adjacent or adjoining Government land) and within any building or buildings erected or to be erected thereon at such point or points as the Director of Fire Services may require. The Grantee shall maintain at his own expense the said fire hydrants, fire fighting appliances, water pumping connections and such other fire service installations and equipment in good condition and to the satisfaction of the Director of Fire Services.

46. Ground settlement

Special Condition No.(85)

- (a) The Grantee hereby acknowledges that the lot has been formed from reclamation over seabed, and that as a result, some future change in the levels of the lot is inevitable, whether as a result of consolidation of underlying and filling materials or otherwise;
- (d) The Grantee for and on behalf of itself, its successors and assigns hereby expressly waives any and all claims it might have against the Government as a result of or arising out of the reclamation works, and on its behalf and on behalf of its successors and assigns hereby releases the Government from any liability which might arise in the future relating to or arising from the reclamation of the lot, or any ground or residual settlement or change in level of the lot, and hereby on its behalf and on behalf of its successors and assigns, covenants that it will not take any proceedings, or make any demand or claim against the Government in connection with the reclamation works or as a result of any ground or residual settlement or change in the levels of the lot which may occur in the future, howsoever arising, and whether or not any such settlement or change in level was reasonably foreseeable and any assignments shall be subject to, inter alia, sub-clause (d) of this Special Condition;

47. Protection of waterworks structures

Special Condition No.(86)

- (b) No structures shall be built, no materials and no containers shall be stored and no trees or shrubs shall be planted within the Green Cross-hatched Black Area, the Yellow Area and the area shown coloured pink hatched red and pink hatched red stippled black on Plan I without the prior written approval of the Director;
- (c) No planting or obstruction of any kind except turfing shall be permitted within an area of 1.5 metres around the cover of any valve or within a distance of 1 metre from any hydrant outlet;
- (d) No change of existing site condition may be undertaken within the Green Cross-hatched Black Area, the Yellow Area and the area shown coloured pink hatched red and pink hatched red stippled black on Plan I and the area as stipulated in sub-clause (c) of this Special Condition without the prior approval of the Director of Water Supplies. Rigid root barriers may be required if the clear distance between any proposed tree and any pipe is 2.5 metres or less, and the barrier must extend below the invert level of any pipe;
- (e) Tree planting may be prohibited in the event that the Director of

Water Supplies considers that there is any likelihood of damage being caused to water mains;

- (g) No blasting shall be permitted within the lot without the prior written consent of the Director of Water Supplies. If blasting is to be undertaken in the lot, the maximum explosive charge weight per delay period for a blast at a given distance from any waterworks installation or structure within or near to the lot will be imposed on the blasting permit by the Commissioner of Mines; and
- (h) No excavation works adjacent, below or above waterworks structures other than tunnels within the lot shall be permitted without the prior written consent of the Director of Water Supplies.

48. Seawall

Special Condition No.(93)

- (a) The Grantee shall not carry out or permit to be carried out any works within the lot which in the opinion of the Director (whose opinion shall be final and binding on the Grantee) adversely affects or is likely to adversely affects the existing seawall and any other marine structures and facilities in the vicinity of the lot. All works within the lot shall be designed and carried out so as to cater for the effect of any future reclamation of the foreshore near the lot and not to adversely affect the existing seawall and other marine structures and facilities in the vicinity of the lot and the Grantee shall have no right to any compensation under the Foreshore and Sea-bed (Reclamations) Ordinance in respect of any such reclamation;
- (d) No alteration works to the existing seawall and any other marine structures and facilities in the vicinity of the lot shall be carried out without the prior written consent of the Director. Any approved alteration works shall be carried out to the satisfaction of the Director. Any alteration works done by the Grantee with the prior written consent of the Director to the existing seawall and other marine structures and facilities within or formed for provision of services to or formed for the support or protection of the lot shall be protected against damage and maintained by the Grantee at his own costs until the alteration works are completed to the satisfaction of the Director.

49. Marine and littoral refuse

Special Condition No.(94)

- (a) No material, earth, refuse, debris, spoil of whatever nature, pollutants whether liquid or solid, untreated sewage or other effluent or waste matter of any kind shall be deposited in the sea or

upon the foreshore or sea bed;

- (b) The Grantee shall at his own expense take appropriate measures to the satisfaction of the Director to prevent any material, earth, refuse, debris, spoil, pollutants, sewage or other effluent or waste matter from either entering the sea or becoming deposited on the foreshore or sea bed;

50. Brown Area

Special Condition No.(99)

- (a) The Grantee shall :-

- (i) (I) on or before the 31st day of March, 2017 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) a paved way within the area shown coloured brown to the south of the lot at Road D9 on Plan I so that pedestrian and vehicular traffic can be carried thereon for the purpose of ingress to or egress from the lot; and
- (II) on or before the 30th day of September, 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the area shown coloured brown to the north of the lot and marked “Elevated Road on Proposed Road L861” on Plan I in such manner, with such installations, structures and materials, to such standards, levels, alignment, width and design as the Director in his discretion may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavement or such other structures) so that vehicular traffic may be carried thereon (the brown areas referred to in sub-clauses (a)(i)(I) and (a)(i)(II)) of this Special Condition are hereinafter collectively referred to as “**the Brown Area**”); and
- (ii) at his own expense uphold, manage, maintain and repair the Brown Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Brown Area or such part or parts

thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.

- (c) (ii) The Government reserves the right to take back possession of the whole or any part or parts of the brown area referred to in sub-clause (a)(i)(I) of this Special Condition for the purpose in connection with the construction of a future public road as and when it sees fit without any payment or compensation to the Grantee and the whole or such part or parts of the said brown area shall be re-delivered to the Government by the Grantee free of cost on demand of the Director provided always that the Government shall not be compelled to take back possession of the said brown area or any part or parts thereof.
- (d) The Grantee shall not without the prior written consent of the Director use the Brown Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.

51. Yellow Hatched Black Area

Special Condition No.(100)

- (a) The Grantee shall :-
- (i) on or before the 31st day of December, 2021 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director landscape the area shown coloured yellow hatched black on Plan I (hereinafter referred to as “**the Yellow Hatched Black Area**”); and
- (ii) at his own expense uphold, manage, maintain and repair the Yellow Hatched Black Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Yellow Hatched Black Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.
- (c) (ii) The Government reserves the right to take back possession of the whole or any part or parts of the Yellow Hatched Black Area for the purpose in connection with the construction of a future public road as and when it sees fit without any payment or compensation to the Grantee and the whole or such part or

parts of the Yellow Hatched Black Area shall be re-delivered to the Government by the Grantee free of cost on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Hatched Black Area or any part or parts thereof.

- (d) The Grantee shall not without the prior written consent of the Director use the Yellow Hatched Black Area for the purpose of storage or for the erection of any temporary structure or for any purposes other than the carrying out of the works specified in sub-clause (a) of this Special Condition.

52. No grave or columbarium permitted

Special Condition No.(104)

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

53. Greenery Area

Special Condition No.(105)

In respect of Site D,

- (a) without prejudice to the provisions of Special Condition No.(7) hereof, the Grantee shall at his own expense submit to the Director of Buildings (hereinafter referred to as “**the D of B**”) for his written approval a plan indicating such portion or portions of Site D or building or buildings erected or to be erected thereon at or within which greening (including but not limited to the provision of live plants with soil base) will be provided and maintained (hereinafter referred to as “**the Greenery Area**”), the layout and size of the Greenery Area and such other information (including but not limited to the location and particulars of the building works for the Greenery Area) as the D of B may require or specify at his sole discretion (which submission with plan is hereinafter referred to as “**the Submission**”). The decision of the D of B as to what constitutes the provision of greening under the Submission and which portion or portions of Site D or building or buildings constitute the Greenery Area shall be final and binding on the Grantee. For the purpose of this Special Condition, “building works” shall be as defined in the Buildings Ordinance, any regulations made thereunder and any amending legislation;
- (b) the Grantee shall at his own expense implement and complete the building works for the Greenery Area in accordance with the approved Submission and shall thereafter maintain the same in all respects to the satisfaction of the D of B. No amendment, variation,

alteration, modification or substitution of the approved Submission or the plan indicating the Greenery Area shall be made without the prior written approval of the D of B; and

- (c) except with the prior written approval of the D of B, the Greenery Area as shown in the approved Submission shall be designated as and form part of the Common Areas referred to in Special Condition No.(58)(a)(v), and shall not be used for any purpose other than as the Greenery Area in accordance with the layout, size, location and particulars as set out in the approved Submission.

A. 「批地文件」訂明須興建並提供予政府或供公眾使用的設施

1. 「黃色範圍」

「批地文件」第(7)條批地特別條款訂明，「承批人」須以地政總署署長（「署長」）批准的方式及物料、標準、樓層、定線和設計，在「批地文件」所夾附「圖則I」以黃色顯示的地方（「黃色範圍」）進行園景美化、鋪設、平整、提供、建造、鋪築表面及排流。

「批地文件」之相關條款：

第(7)(d)條批地特別條款

該地段發展或重建後，「承批人」須依照經核准的「概念規劃建議書」及「詳細規劃建議書」（兩者釋義以第7(a)條「批地文件」條款中所訂為準）自費在該地段及「黃色範圍」進行園景美化工程，如非事前獲「署長」書面同意，概不可修改、更改、改動、改變或取代。

第(7)(e)條批地特別條款

「承批人」須自費建造及嗣後保養和維修園景美化工程，以保持其清潔整齊、功用良好及健全，全面令「署長」滿意。

第(7)(f)(i)條批地特別條款

「承批人」須在「黃色範圍相關部份通行權」（釋義以本批地特別條款(1)款下文所訂為準）終止日後二十四(24)個曆月內或之前或按「署長」批准的其他日期，自費以按照「署長」批准的方式、物料及標準、樓層、定線和設計，在「黃色範圍」鋪設、平整、提供、建造、鋪築表面及排流（包括提供和建造下水道、高架道、污水管、排水渠、行人路或「署長」全權酌情規定的其他構築物），全面令「署長」滿意。

第(52)(a)(ii)條批地特別條款

「承批人」須自費按照「核准建築圖則」及「核准園景美化建議書」，以「署長」全面滿意的方式興建、建造、提供、園景美化及嗣後維修以下設施，以保持其充足維修及良好狀態。

現已或將會在該地段內及「黃色範圍」按照「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃（以下簡稱「公眾休憩用地」）。「承批人」須在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於「黃色範圍相關部

份通行權」根據第(7)(1)條批地特別條款終止日後二十四(24)個曆月內或之前或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植被、處理並提供設備與設施，以令「署長」全面滿意。「署長」對於何謂動態及靜態康樂用途之決定將作終論並對「承批人」具約束力。

「公契」之相關條款：

2009年6月16日於土地註冊處註冊為「註冊摘要」第09062303030203號之主公共契約及管理協議（「主公契」）B節之「外圍地方」釋義：

「外圍地方」指「該土地」「承批人」（釋義以「批地文件」所訂為準）必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方（除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外），包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改批地文件條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第1(b)條：

為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。

在切實可行範圍內盡量顯示「黃色範圍」位置之圖則已載於本節末頁。（見圖一）

2. 「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」

根據「批地文件」第(8)條批地特別條款，「承批人」須：

- 在「綠色範圍」進行及建造日後道路交界處之改善工程和相關工程；
- 採用「署長」規定或批准的方式、裝置、結構及物料，按照「署長」規定或批准的標準、樓層、定線、寬度和設計鋪設、平整、提供及建造綠色加黑點範圍顯示之擬建公共道路部份；

- 採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造位於「綠色間黑斜線範圍」及「綠色間黑十字線範圍」內的公共道路部份；
- 在「綠色間黑斜線加黑點範圍」鋪設表面、建造路緣和渠道，以及為此等設施提供「署長」規定及批准的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道傢俬及道路標記，以及相關的工程和交通改道設施；及
- 在「綠色範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」鋪設表面、建造路緣及渠道，以及為此等設施提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道傢俬及道路標記。

「批地文件」之相關條款：

第(8)(b)條批地特別條款：

「承批人」須自費以「署長」全面滿意的方式：

(i) 遵從本文第(89)條批地特別條款之規定：

- (I) 於2022年9月30日或之前或按「署長」指定的其他日期或之前，採用「署長」規定或批准的方式、裝置、結構及物料，按照「署長」規定或批准的標準、樓層、定線、寬度和設計鋪設、平整、提供及建造「圖則I」以綠色加黑點顯示之擬建公共道路部份（以下簡稱「綠色加黑點範圍」）（包括提供及建造橋樑、隧道、上跨路、下通道、下水道、行人隧道、高架道路、行車天橋、行人路或其他構築物），以便車輛行駛；及
- (II) 於2016年6月30日或之前或按「署長」指定的其他日期或之前，依照本文夾附的「工程規格附表」，在「圖則I」以綠色顯示的地方（以下簡稱「綠色範圍」）進行及建造日後道路交界處之改善工程及相關工程；

(ii) 於2022年9月30日或「署長」所指定其他日期或之前，在「圖則I」以綠色間黑斜線加黑點顯示之擬建公共道路部份（以下簡稱「綠色間黑斜線加黑點範圍」）鋪設表面、建造路緣和渠道，以及為此等設施提供「署長」規定及批准的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道設施及道路標記，以及相關的工程和交通改道設施，以便車輛在其上行駛；

(iii) 於2012年6月30日或之前或按「署長」所指定其他日期，採

用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑斜線顯示之擬建公共道路部份(以下簡稱「綠色間黑斜線範圍」)(包括提供及建造上跨路、下通道、斜路、行人道、單車徑或「署長」全權酌情指定的其他隧道改良結構，以便在該處進行建造工程及供車輛和行人往來)。然而，「署長」具有絕對酌情權決定是否需要規定拓建「綠色間黑斜線範圍」，如無需要，「承批人」在接獲「署長」於2003年2月1日或之前發出相關書面通知後毋須履行本責任。關乎「署長」行使酌情權作出決定並根據本款規定發出通知書，「承批人」概無權利或申索權向「政府」要求任何形式的補償，包括「承批人」必須履行本項責任所招致的費用或開支；

(iv) 於2020年12月31日或之前或按「署長」所指定其他日期，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑十字線顯示之擬建公共道路部份(以下簡稱「綠色間黑十字線範圍」)(包括提供和建造上跨路、下通道、行人道、單車徑或「署長」全權酌情指定的其他構築物，以便在該處進行建造工程及供車輛和行人往來)；

(v) 於批地特別條款(b)(i)、(b)(ii)、(b)(iii)及(b)(iv)款分別訂明的期限內，在「綠色範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」鋪設表面、建造路緣及渠道，以及為此等設施提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道傢俬及道路標記。

第(9)條批地特別條款：

(a) 茲只限於為執行本文第(8)條批地特別條款訂明的必要工程，「承批人」將在「署長」發予「承批人」的一份或多份函件所註明的一個或多個日期，獲批授「綠色範圍」、「綠色加黑點範圍」及「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」的佔管權。「署長」向「承批人」發出一份或多份函件證明本文第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款規定須進行之工程完成後，以及「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」屬於公共道路一部份後，「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部份將被視作

已交還「政府」。「承批人」佔管「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」期間，必須允許所有「政府」及公眾車輛和行人在所有合理時間免費自由地通行及行經「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」；

(c) (i) 倘於「承批人」根據本批地特別條款(a)款規定向「政府」交還「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」或其任何部份之佔管權當日後365日內(以下簡稱「公共道路保修責任期」)出現第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款所載的公共道路任何不良缺點(不論關乎工藝、質料、設計或其他)，以致引起任何索償、費用、收費或損害賠償，「承批人」將向「政府」作出賠償並確保其免責。茲就本款而言，「署長」對是否存在不良缺點所作的決定將作終論，並對「承批人」約束；

(ii) 「承批人」須自費在「署長」向其發出函件的指定期限內執行所有修理、修改、再建造及糾正工程，以處理任何在「公共道路保修責任期」內出現的不良缺點、缺陷、收縮、沉降或「署長」以書面指明的其他故障。於施工期間，「承批人」時刻也不可導致公共道路的使用及運作受阻。

「公契」之相關條款：

「主公契」B節之「外圍地方」及「非車站發展項目公用地方」釋義：

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部

份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；任何管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立法法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」E節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第1(b)條：

為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。

在切實可行範圍內盡量顯示「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」位置之圖則已載於本節末頁。(見圖一)

3. 「政府樓宇」

「批地文件」第(17)(a)條批地特別條款訂明，「承批人」須以良好工藝在該地段興建、建造及提供「政府樓宇」，其中包括一個公共運輸交匯處、一間長者社區照顧及支援服務中心、一間弱智人士或肢體傷殘人士輔助宿舍、一間社區會堂連同5個停車位及一個巴士停車候車處、一間綜合青少年服務中心、一間早期教育及訓練中心、一所公共廁所、最少三間(或「署長」批准之其他數目)校舍(由三間小學和兩間中學(或「署長」全權酌情釐定其他較少數目的學校)組成)和一個足球場。

「批地文件」之相關條款：

第(17)(a)條批地特別條款

「承批人」須自費以「署長」全面滿意的方式，以良好工藝並依

照此等「批地條款」、批地文件所夾附的《工程規格附表》(以下簡稱「**工程規格附表**」)及根據批地文件第(18)(a)條批地特別條款批核之圖則，在該地段興建、建造和提供以下樓宇。此等擬建於「任何地盤」的地方須在其坐落「任何地盤」或部份「任何地盤」獲建築事務監督發出「佔用許可證」或「臨時佔用許可證」(不包括批地文件第(42)條批地特別條款所載的任何售樓處「臨時佔用許可證」)當日後滿六個曆月(以下簡稱「**竣工日**」)或之前或按「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運：

- (i) 一個位於地下的公共運輸交匯處，包括一個設有4個巴士停車處的巴士總站、8個巴士停泊處、2個公共小巴停車處、一個的士停車處、2個一般車輛客貨上落車位和現已或將會建於「港鐵車站」(釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準)毗鄰(以下簡稱「**永久公共運輸交匯處**」)。「永久公共運輸交匯處」須設有出入通道連接公共道路，並於「港鐵車站」(釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準)開始營運當日或之前或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運。如「永久公共運輸交匯處」延遲竣工及營運，「承批人」須在「署長」指定的日期自費興建、建造、提供和維修「臨時公共運輸交匯處」(釋義以批地文件第(30)條批地特別條款所訂為準)以供使用，直至「永久公共運輸交匯處」落成並適宜佔用及營運為止，以令「署長」滿意；
- (ii) (i) 一間長者社區照顧及支援服務中心(以下簡稱「**長者社區照顧及支援服務中心**」)，淨作業樓面面積不少於303平方米；
- (ii) (A) 合共2個車位供根據《道路交通條例》、其附屬法例及任何修訂條例持牌的車輛停泊。車位須靠近「長者社區照顧及支援服務中心」，每個最少闊3.0米長8.0米，淨空高度最少3.3米；及
- (B) 1個供「長者社區照顧及支援服務中心」佔用者使用的上落貨車位，最少闊3.0米長9.0米，淨空高度最少3.8米。車位須靠近「長者社區照顧及支援服務中心」。
- (iii) 「長者社區照顧及支援服務中心」及於第本特別條款第(a)(ii)(ii)款所述的停車位及上落貨車位(以下統稱「**長者社區照顧及支援服務中心樓宇**」)須在2022年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署

長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造及提供「長者社區照顧及支援服務中心樓宇」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書須在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2018年3月31日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「長者社區照顧及支援服務中心樓宇」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「長者社區照顧及支援服務中心樓宇」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「長者社區照顧及支援服務中心樓宇」或其任何部份所招致或引起的費用或開支。

- (iii) 一間弱智人士或肢體傷殘人士輔助宿舍(以下簡稱「**弱智人士或肢體傷殘人士輔助宿舍**」)，淨作業樓面面積不少於355平方米，「弱智人士或肢體傷殘人士輔助宿舍」須在2022年9月30日或其所在「任何地盤」之「竣工日」(二者取其較早)或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「弱智人士或肢體傷殘人士輔助宿舍」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書須在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2017年3月31日；或

(B) 以下日期取其較遲者：

(1) 「承批人」通知「署長」其已遵照本文第(3)(b)條批地特別條款劃定「弱智人士或肢體傷殘人士輔助宿舍」所在「地盤」的邊界當日後三(3)個曆月內；或

(2) 「署長」根據本文第(3)(b)條批地特別條款批准更改「弱智人士或肢體傷殘人士輔助宿舍」所在「地盤」的邊界當日後三(3)個曆月內；或

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造及提供「弱智人士或肢體傷殘人士輔助宿舍」或其任何部份所招致或引起的費用或開支。

- (v) (I) 一所具有淨作業樓面面積不少於593平方米的多用途會堂(以下簡稱「**社區會堂**」)；
- (II) (A) 合共5個停車位，供根據《道路交通條例》持牌的車輛停泊。車位須靠近「社區會堂」，每個最少闊2.5米長5.0米，淨空高度最少2.4米；及
- (B) 1個巴士停車候車處，最少闊3米長12米，淨空高度最少3.8米。
- (III) 批地特別條款(a)(v)(II)款所載之「社區會堂」、車位及巴士停車處(以下統稱「**社區會堂樓宇**」)須在「地盤F」之「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運；

- (vi) 一所具有淨作業樓面面積不少於631平方米的綜合青少年服務中心(以下簡稱「**綜合青少年服務中心**」)。「綜合青少年服務中心」須在「地盤F」之「竣工日」或「署長」全權酌情指定的其他日期(其決定將作終論並對「承批人」約束)建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造和提供「綜合青少年服務中心」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」於2004年2月1日或之前發出相關書面通知後便毋須履行此責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造或提供「綜合青少年服務中心」或其任何部份所招致或引起的費用或開支；

(vii) 一間早期教育及訓練中心(以下簡稱「**早期教育及訓練中心**」)，淨作業樓面面積不少於212平方米，「**早期教育及訓練中心**」須在2022年9月30日或其所在「**任何地盤**」的「**竣工日**」(二者取其較早)或「**署長**」全權酌情指定的其他日期(其決定將作終論並對「**承批人**」約束)或之前建成並適宜佔用及營運。然而，「**署長**」具有絕對酌情權決定是否需要建造和提供「**早期教育及訓練中心**」。如「**署長**」決定無需要建造或提供，「**承批人**」在接獲「**署長**」發出相關書面通知後便毋須履行本責任。上述的「**署長**」通知書須在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2017年3月31日；或

(B) 以下日期取其較遲者：

(1) 「**承批人**」通知「**署長**」其已遵照本文第(3)(b)條批地特別條款劃定「**早期教育及訓練中心**」所在「**地盤**」的邊界當日後三(3)個曆月內；或

(2) 「**署長**」根據本文第(3)(b)條批地特別條款批准更改「**早期教育及訓練中心**」所在「**地盤**」的邊界當日後三(3)個曆月內；或

(II) 「**署長**」指定的其他日期，而其決定將作終論並對「**承批人**」約束。

「**承批人**」概無權申索任何補償，包括因「**署長**」行使酌情權並根據本款規定發出通知，以致「**承批人**」須建造及提供「**早期教育及訓練中心**」或其任何部份所招致或引起的費用或開支；

(ix) 一所具有淨作業樓面面積不少於70平方米的公共廁所(以下簡稱「**公共廁所**」)，位於現已或將會建於靠近「**永久公共運輸交匯處**」的一幢或多幢建築物地下。「**公共廁所**」須在「**永久公共運輸交匯處**」開始運作當日或之前建成並適宜佔用及營運；

(x) 最少三間(或「**署長**」批准之其他數目)校舍，由三間小學和兩間中學或「**署長**」全權酌情釐定其他較少數目的學校組成，樓層及位置按「**署長**」指定。上述校舍須在2023年12月31日或之前或「**署長**」全權酌情指定的其他日期建成並適宜佔用及營運。每間小學(以下統稱「**小學**」)的地盤面積最少6,200平方米，每間中學(以下統稱「**中學**」)的地盤面積最少6,950平方米，惟倘事前獲教育局局長及建築署署長

書面批准，任何「**小學**」及「**中學**」的地盤面積均可縮減。每間「**小學**」及「**中學**」均須採用由「**署長**」全權酌情指定而不時適用於現行標準校舍的設計，並由「**承批人**」按照「**工程規格附表**」所載標準與規格或經由教育局局長及建築署署長書面批准而不時適用於標準校舍設計的現行標準與規格提供和建造，此外並須遵從教育局局長及建築署署長以書面批准的條款與規章，以符合《**教育條例**》及此等「**批地條款**」之規定，同時須遵照「**核准建築圖則**」及根據批地文件第(18)(a)條批地特別條款所核准的圖則。再者，「**署長**」可全權酌情釐定是否需要建造和提供「**小學**」及「**中學**」或當中任何其一。如「**署長**」決定只需要建造或提供較少數目的「**小學**」及「**中學**」，「**承批人**」在接獲「**署長**」於2019年12月31日或「**署長**」全權酌情指定的其他日期或之前發出相關書面通知後便毋須履行此責任。「**承批人**」概無權申索任何補償，包括因「**署長**」行使酌情權並根據本款規定發出通知，以致「**承批人**」須建造或提供「**小學**」及「**中學**」或其任何部份所招致或引起的費用或開支；及

(xi) 一個連附屬設施的足球場(以下簡稱「**足球場**」)，標準及規格以「**署長**」全權酌情批准為準，地盤面積最少2,241平方米或「**署長**」批准之其他面積，並須在2023年12月31日或之前或「**署長**」全權酌情指定的其他日期建成並適宜佔用及營運。「**署長**」可全權酌情釐定是否需要建造和提供「**足球場**」。如「**署長**」決定不需要建造或提供，「**承批人**」在接獲「**署長**」於2019年12月31日或「**署長**」全權酌情指定的其他日期或之前發出相關書面通知後便毋須履行此責任。「**承批人**」概無權申索任何補償，包括因「**署長**」行使酌情權並根據本款規定發出通知，以致「**承批人**」須建造和提供「**足球場**」或其任何部份所招致或引起的費用或開支。

(本批地特別條款(a)(i)、(a)(ii)、(a)(iii)、(a)(v)、(a)(vi)、(a)(vii)、(a)(ix)、(a)(x)及(a)(xi)款所載的樓宇(包括固定照明裝置、通風器材、排氣管道及道路/地台表面，但不包括電梯、自動扶梯、樓梯、機器、設備及其他並非該樓宇專用但獲「**署長**」依照此等「**批地條款**」所許可的設施，以及牆、柱、樑、天花、天台板、行車道/地台板和其他任何結構項件)，連同「**署長**」全權酌情釐定為該處專用的任何其他地方、設施、服務及裝置(「**署長**」之決定將作終論並對「**承批人**」約束)，以下統稱「**政府樓宇**」)。

第(17)(d)條批地特別條款

就此批地特別條款而言，「**承批人**」一詞不包括其受讓人。

「**公契**」之相關條款：

「**主公契**」B節之「**政府樓宇**」及「**物件**」釋義：

「**政府樓宇**」統指「**批地文件**」第(17)(a)(i)、(17)(a)(ii)、(17)(a)(iii)、(17)(a)(v)(III)、(17)(a)(vi)、(17)(a)(vii)、(17)(a)(viii)、(17)(a)(ix)、(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明現已或將會根據「**批地文件**」第(17)條批地特別條款規定興建於「**該土地**」作為「**發展項目**」一部份的「**永久公共運輸交匯處**」、「**長者鄰舍中心**」、「**長者社交中心**」、「**社區會堂樓宇**」、「**綜合青少年服務中心**」、「**綜合家庭服務中心**」、「**日間托兒所**」、「**公共廁所**」、「**小學**」、「**中學**」及「**足球場**」，以及各自之附屬地方；

「**物件**」指(i)「**政府樓宇**」之外飾面(「**批地文件**」第(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明的「**小學**」、「**中學**」及「**足球場**」之外飾面除外，此等範圍由「**財政司司長法團**」負責維修)，以及「**政府樓宇**」內、周圍、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板結構及任何其他結構項件；(ii)所有供「**政府樓宇**」及「**發展項目**」其餘部份使用的電梯、樓梯及自動扶梯；(iii)屬於「**政府樓宇**」及「**發展項目**」其餘部份的系統一部份之所有屋宇裝備裝置、污水設施、排水系統、食水及沖廁供水系統、機器及設備(包括但不限於手提及非手提式消防裝置設備)；(iv)「**政府樓宇**」之下所有結構樓板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構樓板的截油器；及(v)「**批地文件**」第(28)條批地特別條款所載供「**政府樓宇**」及「**發展項目**」其餘部份使用的所有其他公用地方及設施；

在切實可行範圍內盡量顯示「**政府樓宇**」位置之圖則已載於本節末頁。(見圖一)

4. 「**臨時公共運輸交匯處**」

根據「**批地文件**」第(30)條批地特別條款規定，「**承批人**」須在該地段內鋪築、平整、提供、建造、鋪設表面整飾和維修一個臨時公共運輸交匯處，位置須靠近「**港鐵車站**」，並設有出入通道接駁公共道路。

「**批地文件**」之相關條款：

第(30)條批地特別條款

(a) 遵從第(17)(a)(i)條批地特別條款之規定，「**承批人**」須自費以「**署長**」全面滿意的形式，鋪築、平整、提供、建造、鋪設表面整飾和維修該地段內的臨時公共運輸交匯處(以下簡稱「**臨時公共運輸交匯處**」)，位置須靠近「**港鐵車站**」，

並設有出入通道接駁公共道路。「臨時公共運輸交匯處」須按「署長」批准的位置、方式、物料、設計及標準設置有蓋行人走道和行人路連接「港鐵車站」，以及提供各附屬設施(包括但不限於排水、照明、通風、輔助交通設備、防護欄、乘客輪候圍欄、車站上蓋和閉路電視系統的必要連接及服務裝置)。「臨時公共運輸交匯處」須在「港鐵車站」(釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準)啟用當日或「署長」指定的其他日期建成並適宜佔用及營運；

- (b) 「承批人」須設計和提供不可少於4,800平方米淨作業樓面面積的「臨時公共運輸交匯處」，包括一個設有4個巴士停車處的巴士總站、一個公共小巴停車處、一個的士停車處、一個一般車輛客貨上落車位、一個預留供巴士營運商放置附屬設施的地方及一個閉路電視控制室，並以「署長」滿意的方式建造；
- (c) (ii) 「政府」可全權酌情隨時允許任何經「政府」授權的人士及公眾使用「臨時公共運輸交匯處」或其任何部份；及
- (iii) 「承批人」須准許所有「政府」及公眾車輛和行人不受限制地自由通行「臨時公共運輸交匯處」，而「政府」具有絕對權力行使《道路交通條例》及《公共巴士服務條例》及任何相關規例和修訂條文賦予的權力。
- (d) 「永久公共運輸交匯處」落成後，「承批人」須自費將「臨時公共運輸交匯處」搬遷至「永久公共運輸交匯處」(包括搬遷閉路電視系統至「永久公共運輸交匯處」)，有關的搬遷費用概由「承批人」承擔。「承批人」必須在「永久公共運輸交匯處」落成後12個曆月內自費拆卸和清理「臨時公共運輸交匯處」，以全面令「署長」滿意。「署長」毋須就「承批人」因搬遷、終止運作及清理「臨時公共運輸交匯處」而招致或蒙受的任何損失、損害、滋擾或騷擾承擔責任，「承批人」亦不可就此向「政府」索償。「署長」發函表示「永久公共運輸交匯處」建成並適宜佔用及營運並令其全面滿意當日，該「臨時公共運輸交匯處」將由「署長」移交予「承批人」；
- (f) 就此批地特別條款而言，「承批人」之釋義指訂立及執行本「協議」的人士。

「公契」之相關條款：

不適用。

在切實可行範圍內盡量顯示「臨時公共運輸交匯處」位置之圖則已載於本節末頁。(見圖一)

5. 「公眾休憩用地」

根據「批地文件」第(52)(a)(ii)條批地特別條款規定，「承批人」須按「署長」規定以「署長」全面滿意的形式，興建、建造、提供和園景美化總面積不少於2.3公頃的若干公眾休憩用地。

「批地文件」之相關條款：

第(52)(a)(ii)及(c)條批地特別條款

- (a) 「承批人」須自費按照「核准建築圖則」及「核准園景美化建議書」，以「署長」全面滿意的方式興建、建造、提供、園景美化及嗣後維修以下設施，以保持其維修充足及狀態良好：
- (ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃(以下簡稱「公眾休憩用地」)。「承批人」須在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於「黃色範圍相關部份通行權」根據第(7)(1)條批地特別條款終止日後二十四(24)個曆月內或之前或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂動態及靜態康樂用途所作的決定將作終論並對「承批人」約束；
- (c) 「公眾休憩用地」將免費(除非事前獲康樂及文化事務署署長書面批准除外)開放予公眾作任何性質的合法用途。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義：

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不

包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「公眾休憩用地」指「發展項目」或任何毗連土地的指定部份，包括根據「批地文件」第(52)(a)(ii)條批地特別條款規定建造並不時在該處提供的任何公眾康樂設施，此等範圍不時在「核准圖則」註明作有關用途。

「主公契」E節第8(c)(ii)條：

- 8(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用及其保險保費：
- (ii) 「公眾休憩用地」；

「主公契」E節第8(c)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積，不論根據《建築

物條例》或「批地文件」該樓面總面積是否應計亦然。

「第VIII期」之草擬「副公契及管理協議」B節所述的「第VIII期內非車站發展項目公用地方」之釋義：

「第VIII期內非車站發展項目公用地方」指位於「第VIII期」內擬供「非車站發展項目」「業主」公用而非個別「期數」任何「業主」專享的「非車站發展項目公用地方」(釋義以「主公契」所訂為準)部份，包括但不限於位於「地盤H」並為「地盤H」及「地盤J」而設的該11條結構柱、「公眾休憩用地」相關部份(現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別)、附屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「內部交通系統」一部份之3樓有蓋行人走道(包括其簷篷及相關構築物)(現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色間紅十字線顯示，以資識別)、已鋪築地方、行車道及「綠化地方」相關部份(包括園景陽台及花槽)，及該等在3樓構成任何「第VIII期內非車站發展項目公用地方」的圍牆的外牆。「第VIII期內非車站發展項目公用地方」現於本文所夾附圖則以橙色、橙色間紅斜線及橙色加紅交叉線顯示，以資識別；

「副公契及管理協議」第二附錄第II部份第2條：

遵從「政府批地書」之條款規定，所有公眾人士均有權完全免付任何性質的費用(除非事前獲康樂及文化事務署署長書面批准)使用附屬於「公眾休憩用地」一部份的「第VIII期內非車站發展項目公用地方」範圍(現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別)，以作所有合法用途。

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。(見圖一、圖十六及圖二十二)

6. 「擬建行人天橋相關結構」

根據「批地文件」第(53)條批地特別條款規定，「承批人」(不包括其受讓人)須以「署長」全面滿意的方式，採用「署長」全權酌情規定或批准的物料、標準、樓層、定線、規劃和設計，於該地段興建、提供和建造「擬建行人天橋相關結構」。

「批地文件」之相關條款：

第(53)條批地特別條款：

- (a) (i) 「承批人」(不包括其受讓人)須自費在「署長」發函指定的一個或多個日期或之前，按照「核准建築圖則」，以「署長」全面滿意的方式，採用「署長」全權酌情規定或批准的物料、標準、樓層、定線、規劃和設計，於該地段興建、提供、建造及嗣後維修「署長」指定的柱

及其他結構性支承件和連接段連同自動扶梯、電梯及樓梯(此等設施、結構性支承件及連接段以下統稱「**擬建行人天橋相關結構**」)，以連接該地段至擬建行人天橋(以下簡稱「**擬建行人天橋**」)，位置為「圖則I」註明為「FB2」、「FB3」及「FB4」或「署長」以書面批准的其他地點(以下簡稱「**地點**」)；

- (iv) 如「署長」發出通知，「承批人」或該地段現任經理人或根據《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」須自費以「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，暫時封閉現已或將會建於該地段上連接「擬建行人天橋」的任何一座或多座建築物的通道口。暫時封閉通道口涉及的所有必要維修工程將由「承批人」負責(唯不包括「財政司司長法團」)，此外並須令「署長」滿意；
- (vi) 在本文協定的整個批租年期內，「承批人」須時刻遵從「署長」制訂的任何規定准許公眾免費及自由地通過該地段或其任何部份或該處任何建築物或部份建築物通行、往返、出入、上落及行經附屬或從屬於該處的「擬建行人天橋」及「擬建行人天橋相關結構」，藉此往返該地段的公用地方和往返該地段及毗鄰地段與「政府」官地外的地面公共行人路，以作所有合法用途。

「公契」之相關條款：

「主公契」B節之「行人天橋相關結構」及「非車站發展項目公用地方」釋義：

「**行人天橋相關結構**」指按照「批地文件」第(53)(a)條批地特別條款規定興建的構築物；

「**非車站發展項目公用地方**」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而

現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」第二附錄第II部份第2(b)條：

「經理人」有權獨自或聯同測量師、工人及其他人等為執行「署長」指定建於「該土地」上任何一座或多座建築物所有必要工程暫時關閉該等建築物的通道口，以根據「批地文件」第(53)條批地特別條款規定在上述建築物接駁行人通道、隧道或行人天橋或「行人天橋相關結構」。「經理人」執行此等工程時須以書面通知「業主」施工期間不可使用「該土地」及「發展項目」的範圍或其中任何部份，「業主」須遵從有關通知書的規定。惟工程概不可阻礙「政府樓宇」之出入通行權或影響完善使用與享用「政府樓宇」。

在切實可行範圍內盡量顯示「擬建行人天橋相關結構」位置之圖則已載於本節末頁。(見圖一)

7. 「24小時行人走道」

根據「批地文件」第(53)(b)(iv)條批地特別條款規定，「承批人」須以「署長」全面滿意的方式提供24小時行人走道，以接駁「擬建行人天橋」及「有蓋行人天橋」。

「批地文件」之相關條款：

第(53)(b)(iv)及(v)條批地特別條款：

- (iv) 「承批人」須自費以「署長」全面滿意的方式提供一條內淨闊度不少於4.5米的有蓋行人走道，以連接「擬建行人天橋」及「有蓋行人天橋」(釋義以批地文件第(54)(a)條批地特別條款所訂為準)；
- (v) 「承批人」須在本文協定的整個批租年期內保持本批地特別條款(b)(iv)款訂明須提供的行人走道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

「**非車站發展項目公用地方**」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不

包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

在切實可行範圍內盡量顯示「24小時行人走道」位置之圖則已載於本節末頁。(見圖一至圖二十二)

8. 「有蓋行人天橋」

根據「批地文件」第(54)條批地特別條款規定，「承批人」(不包括其受讓人)以「署長」全面滿意的方式提供和建造一座「有蓋行人天橋」，「有蓋行人天橋」須以「署長」全權酌情指定或釐定的物料、標準、樓層、定線、行人天橋覆蓋度、規格、位置及設計建造。

「批地文件」之相關條款：

第(54)條批地特別條款：

- (a) 「承批人」(不包括其受讓人)須在「署長」通知時於「署長」指定的期限內自費按照「核准建築圖則」及以「署長」全面滿意的方式，在「圖則I」註明為「FB1」的位置或「署長」全權酌情批准的其他位置提供和建造一座有蓋行人天橋，內淨闊度為不少於10米，連同支承件、連接段、樓梯、斜路、輪椅使用者設施、內外配件、照明燈飾及指示牌(以下簡稱「有蓋行人天橋」)，嗣後則享有支撐「有蓋行人天橋」的地役權。「有蓋行人天橋」須以「署長」全權酌情規定或釐定的物料、標準、樓層、定線、行人天橋覆蓋度、規格、位置及設計建造，其決定將作終論並對「承批人」約束；
- (b)(iii) 儘管「有蓋行人天橋」已按照本批地特別條款(h)款之規定移交「政府」，在「有蓋行人天橋」存在期間，「承批人」不論日夜均須時刻允許任何公眾免費自由步行或乘坐輪椅通越、再通越、行經及上落該地段、「有蓋行人天橋」及現已或將會建於該處的建築物，以作任何性質的合法用途；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第8(c)(iii)條：

- 8(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用與保險保費：
- (iii) 24小時有蓋行人走道(「批地文件」第(53)(b)(iv)條批地特別條款所載)、「有蓋行人天橋」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「內部運輸系統」(釋義以「批地文件」第(60)(a)條批地特別條款所訂為準)、緊急救援車輛通道(「批地文件」第(60)(f)條批地特別條款所載)及「照明系統」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)各部份。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部份：
- (1) 不納入任何「發展期」邊界範圍內；
 - (2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部份；及
 - (3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部份。

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」I節第1(b)條：

- 1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：
- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢及樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍及有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

在切實可行範圍內盡量顯示「有蓋行人天橋」位置之圖則已載於本節末頁。(見圖一)

9. 「室內康樂中心」地盤¹

根據「批地文件」第(66)條批地特別條款規定，「承批人」須按照「署長」事前書面批准的標準、樓層及位置，於將軍澳市地段第70號平整一個地盤，面積不少於6,000平方米，以建造室內康樂中心。

「批地文件」之相關條款：

第(66)條批地特別條款：

- (a)「承批人」須自費在本「協議」生效日後96個曆月內或「署長」全權酌情指定的其他較長期限內，按照「署長」事前書面批准的標準、樓層及位置平整該地段內地盤，面積為不少於6,000平方米，以建造室內康樂中心。「承批人」以「署長」滿意的方式完成平整工程後，須在「署長」通知時，自費、免費及無償地在「署長」指定的期限內以不帶任何產權負擔的及已取得空置管有權之後將上述地盤交還「政府」，惟「政府」並無責任必須按「承批人」要求收回上述地盤或其任何部份，「政府」只須在其視為恰當時收回。交還契約需以「署長」批准的形式作出。「政府」有權在上述地盤建造室內康樂中心(以下簡稱「**室內康樂中心**」)並使用「室內康樂中心」或地盤作其視為恰當的任何用途。當計算批地特別條款所第(16)(c)條所訂明的樓面總面積時，現已或將會建於上述地盤的「室內康樂中心」不會連計在內；
- (b)「承批人」須准許「政府」、其官員、承辦商及工人不論帶備工具、設備或機器或獨自或駕車與否，暢通無阻地進出及往返該地段「餘段」、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部份，以便建造「室內康樂中心」或執行「政府」視為恰當的其他事項。倘「署長」、其官員、承辦商及工人因行使本批地特別條款賦予的進出及往返通行權而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，「署長」、其官員、承辦商及工人概毋須就此承擔責任，「承批人」亦無權因提供通行權所招致的任何損失、損害、滋擾或騷擾向「署長」索取賠償。「室內康樂中心」投入服務後，「承批人」須允許公眾自由及完全免費地進入、行經及往返該地段「餘段」，以便出入「室內康樂中心」；

「公契」之相關條款：

「主公契」E節第18條：

「業主」須在「政府」通知時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)所有必要通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與

設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段或現已或將會建於該處任何建築物的所有用途。茲「經理人」現獲例外保留本「公契」第二附錄第II部份第2(c)條具體訂明之權利，「港鐵」則獲例外保留本「公契」第二附錄第II部份第3(z)條具體訂明之權利，以便授予上述的通行權、地役權或準地役權、支撐權和輸送供應各服務與設施。然而，「經理人」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施概不可妨礙「政府樓宇」的使用與享用。

「主公契」第二附錄第II部份第2(c)條：

儘管本「公契」另有任何規定，「經理人」有權在「政府」要求時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)所有必要通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須彼等同意或批准，此外並可獨自以「經理人」的名義就此簽署或訂立任何文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益的人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定)或「政府」認為有需要，作為「政府樓宇」「業主」的「財政司司長法團」有權與「經理人」聯合訂立及簽署或執行任何必要文件，以行使本款所訂「經理人」擁有之權利。再者，「經理人」及「港鐵」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與

享用。

「主公契」第二附錄第II部份第3(z)條：

茲毋損「批地文件」第5條批地一般條款之規定，每名「業主」現與「港鐵」協議，本文賦予「港鐵」之契諾、權利、自由權、特權、權益、保留原權益及保留新權益為對每名「業主」及其各自繼承人與受讓人約束，只要「港鐵」仍為任何「份數」之實益擁有人，此等契諾、權利、自由權、特權、權益、保留原權益及保留新權益將與「該土地」及「發展項目」和相關權益共存(附加於「港鐵」與「買方」所訂「轉讓契約」保留的任何其他權利)。「港鐵」具專有及不受限制之權利，隨時及不時按其絕對自由酌情為恰當作出以下所有或任何行為或事項，及/或行使所有或任何以下權利、自由權、特權、權益，而毋須接受任何其他「業主」、「經理人」或擁有「該土地」及「發展項目」權益之其他人士為締約方，亦毋須按彼等同意或批准(除非本「公契」另行訂明)，但仍需遵從本「公契」及「批地文件」所賦予「財政司司長法團」之權利、地役權及特權，而且概不可影響或妨礙「財政司司長法團」擁有之此等權利、地役權及特權，此外亦不可在「政府樓宇」外牆安裝或裝設任何煙囪、排煙管、水管或其他結構或設施：

- (z) 有權在「政府」要求時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)所有必要通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物和搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物之所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須獲彼等同意或批准。此外亦可獨自以「港鐵」之名義就此簽署或訂立任何相關文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益之人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決

定)或「政府」認為有需要，作為「政府樓宇」「業主」之「財政司司長法團」有權與「港鐵」聯合簽署或訂立任何必要文件，以執行本款所訂「港鐵」擁有之權利。

在切實可行範圍內盡量顯示「室內康樂中心」「地盤」位置之圖則已載於本節末頁。(見圖一)

10. 「棕色範圍」

根據「批地文件」第(99)條批地特別條款規定，「承批人」須以「署長」全面滿意的形式，按照「署長」全權酌情批准的方式、物料、標準、樓層、定線和設計，在「棕色範圍」內鋪設、平整、提供及建造一條鋪築路面道路和「署長」全面滿意的高架道路。

「批地文件」之相關條款：

第(99)條批地特別條款

(a) 「承批人」須：

- (i) (I) 在2017年3月31日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」全權酌情批准的方式及物料，就「署長」批准的標準、樓層、定線和設計，在「圖則I」以棕色顯示的該地段以南「D9道路」範圍內鋪設、平整、提供及建造一條鋪築路面道路(包括提供及建造「署長」全權酌情指定的下水道、高架道路、污水管、排水渠、行人路或其他構築物)供行人和車輛通行，以便往來該地段；及
- (II) 在2020年9月30日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」酌情規定及批准的方式、裝置、結構及物料，就「署長」規定及批准的標準、樓層、定線、闊度和設計，在「圖則I」以棕色顯示該地段以北「建議興建L861道路之高架道路」的範圍內鋪設、平整、提供及建造一條高架道路(包括提供及建造天橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路或其他構築物)供車輛行駛；

批地特別條款(a)(i)(I)款及(a)(i)(II)款所載的棕色範圍以下統稱「棕色範圍」。

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管

理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第1(b)條：

為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。

在切實可行範圍內盡量顯示「棕色範圍」位置之圖則已載於本節末頁。(見圖一)

11. 「黃色間黑斜線範圍」

根據「批地文件」第(100)條批地特別條款規定，「承批人」須以「署長」全面滿意的方式在「黃色間黑斜線範圍」進行園景美化。

「批地文件」之相關條款：

第(100)(a)(i)條批地特別條款

「承批人」須在2021年12月31日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的方式在「圖則I」以黃色間黑斜線顯示之範圍(以下簡稱「黃色間黑斜線範圍」)進行園景美化工程。

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外其他地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第1(b)條：

為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。

在切實可行範圍內盡量顯示「黃色間黑斜線範圍」位置之圖則已載於本節末頁。(見圖一)

12. 內部交通系統

「批地文件」第(60)條批地特別條款訂明，「承批人」須在該地段內建造一「內部交通系統」供行人及車輛流通及提供「署長」規定的街燈，並運作、管理及維修「內部交通系統」及作出交通管理安排及維持該等街燈照明充足，以令「署長」滿意。

「批地文件」之相關條款：

第(60)條批地特別條款

- (a) 「承批人」須以「署長」全面滿意的方式，自費在該地段內一個或多個地點的任何樓層建造一個道路系統，包括道路、行人天橋、行人道、樓梯、單車徑、載客電梯、自動扶梯、斜路、客貨上落車位及其他交通設施，設計及規格以「署長」規定為準(以下統稱「內部交通系統」)，以供行人及車輛流通，包括但不限於運輸署署長指定之的士、專營巴士、公共小巴及旅遊巴士。計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，「內部交通系統」不會連計在內；
- (b) 受限於運輸署署長及警務處處長不時作出的指示，以及「政府」與「承批人」現已或將會訂立之任何營運、管理及維修協議，以及現行和未來法例以「附例」訂明的授權，「承批人」(不包括「財政司司長法團」，僅此而已)須按其視為必要而運作、管理及維修「內部交通系統」及作出交通管理安排，包括架設交通標誌及交通燈號，以遵守此等「批地條款」，惟本條規定概不構成分授任何條例下任何法定權力或責任；
- (c) 「承批人」(不包括「財政司司長法團」，僅此而已)須自費以「署長」全面滿意的方式在「內部交通系統」內提供「署長」規定的街燈，並於本文協定批授的整個年內自費為「內部交通系統」提供照明及維持照明充足，以令「署長」滿意。倘「承批人」不履行本條所訂的任何責任，「政府」可自行提供街燈及保持「內部交通系統」照明充足，費用由「承批人」承擔。「承批人」必須在接獲通知時向「政府」支付「署長」釐定的費用；
- (d) 「承批人」須允許該地段各「不分割份數」業主及彼等授權的其他人等或受讓人於任何時間不論駕車與否免費

通行及進出本批地特別條款(a)款所訂各道路、後巷、行人路、行人天橋、行人道、樓梯及單車徑，以及往返「任何地盤」，以作任何合法用途；

(f)「承批人」須自費在「署長」批准的地點或位置提供和維持緊急救援車輛通道，以供緊急救援車輛進出該地段；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物（不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱）；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處（如有者）及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方（但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方）。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第8(c)(iii)條

(8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用與保險保費：

(iii) 24小時有蓋行人走道（「批地文件」第(53)(b)(iv)條批地特別條款所載）、「有蓋行人天橋」（釋義以「批地文件」第(54)(a)條批地特別條款所訂為準）、「內部交通系統」（釋義以「批地文件」第(60)(a)條批地特別條款所訂為準）、緊急救援車輛通道（「批地文件」第(60)(f)

條批地特別條款所載）及「照明系統」（釋義以「批地文件」第(60)(g)條批地特別條款所訂為準）各部份。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部份：

- (1) 不納入任何「發展期」邊界範圍內；
- (2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部份；及
- (3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部份。

「主公契」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積（即127,000平方米）連同「專用地方」（如有者）之建築樓面總面積（統稱「車站綜合大樓及專用地方建築樓面總面積」）佔「非車站發展項目」所有現已落成部份建築樓面總面積（「已落成非車站發展項目建築樓面總面積」）加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積（如有者）」指「專用地方」（如有者）的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」（釋義以「批地文件」所訂為準）的實際樓面總面積和當時已落成的「商業樓宇」（釋義以「批地文件」所訂為準）的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需事項與事宜，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (vii) 修理、維修、清潔、塗髹粉飾或以其他適當方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處的外立視面、外牆（已轉讓予個別「業主」的外牆除外）及天台（已轉讓予個別「業主」的天台除外），以及更換位於該處但「本契約」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。
- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化（包括但不限於種植、移植及再植灌叢和樹木）（視乎情況而定）位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」（釋義以「批地文件」所訂為準）必須保養、管理、維修、清潔、修理或園景美化的所有地方（包括「外圍地方」）和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木（視乎情況而定）（除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外），包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」J節第1(d)及(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--
 - (d) 修理、維修、清潔、塗髹粉飾及以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外立視面或其任何部份的費用，以及更換位於該處但本「公契」或任何「副公契」並無指定個別一名或一組「業主」須要負責的破爛門窗玻璃的費用；
 - (z) 檢驗、保養、管理、維修、清潔、修理及園景美化（包括但不限於種植、移植及再植灌叢和樹木）（視乎情況而定）位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」（釋義以「批地

文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外),包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」;

「副公契及管理協議」B節所述的「第VIII期內非車站發展項目公用地方」之釋義:

「第VIII期內非車站發展項目公用地方」指位於「第VIII期」內擬供「非車站發展項目」「業主」公用而非個別「期數」任何「業主」專享的「非車站發展項目公用地方」(釋義以「主公契」所訂為準)部份,包括但不限於位於「地盤H」並為「地盤H」及「地盤J」而設的該11條結構柱、「公眾休憩用地」相關部份(現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示,以資識別)、附屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「內部交通系統」一部份之3樓有蓋行人走道(包括其簷篷及相關構築物)(現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色間紅十字線顯示,以資識別)、已鋪築地方、行車道及「綠化地方」相關部份(包括園景陽台及花槽),及該等在3樓構成任何「第VIII期內非車站發展項目公用地方」的圍牆的外牆。「第VIII期內非車站發展項目公用地方」現於本文所夾附圖則以橙色、橙色間紅斜線及橙色加紅交叉線顯示,以資識別;

「副公契及管理協議」第二附錄第II部份第3條:

遵從「政府批地書」之條款規定,「份數」「業主」及彼等授權的其他人等或彼等的受讓人有權隨時免費通行及再通行屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「第VIII期內非車站發展項目公用地方」和「內部交通系統」一部份之有蓋行人走道(現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色加紅交叉線顯示,以資識別),以作所有合法用途,藉此進出任何「地盤」(釋義以「政府批地書」第(1)(b)條批地特別條款所訂為準)。

在切實可行範圍內盡量顯示「內部交通系統」位置之圖則已

載於本節末頁。(見圖一至圖二十二)

B. 「批地文件」訂明由「期數」住宅物業各業主付費管理、運作或維修作公眾用途的設施

1. 「黃色範圍」

「批地文件」第(7)條批地特別條款訂明,「承批人」須維修保養「黃色範圍」的園景美化工程,以保持清潔整齊、功用良好和健全的狀態,以令「署長」滿意,並且保養、管理、保持及修理「黃色範圍」,以保持其充足維修及良好狀態,全面令「署長」滿意,直至「黃色範圍」的佔管權連同在該處提供及安裝的所有構築物和服務交還「政府」為止。

「批地文件」之相關條款:

第(7)(d)條批地特別條款

該地段發展或重建後,「承批人」須依照經核准的「概念規劃建議書」及「詳細規劃建議書」(兩者釋義以第(7)(a)條批地特別條款中所訂為準)自費在該地段及「黃色範圍」進行園景美化工程,如非事前獲「署長」書面同意,概不可修改、更改、改動、改變或取代。

第(7)(e)條批地特別條款

「承批人」須自費建造及嗣後保養和維修園景美化工程,以保持其清潔整齊、功用良好及健全,全面令「署長」滿意。

第(7)(f)(ii)條批地特別條款

「承批人」須自費保養、管理、維修和修理「黃色範圍」,以保持其維修充足及狀態良好,全面令「署長」滿意,直至「黃色範圍」的佔管權連同所有於該處提供和安裝的構築物及服務根據批地特別條款(h)(ii)款交還「政府」為止。

第(7)(h)(ii)條批地特別條款

「政府」保留權利按其視為恰當隨時收回「黃色範圍」或其任何部份作任何用途(「署長」作出的相關決定將作終論),而毋須向「承批人」支付任何款項或補償。「承批人」必須在「署長」要求時將「黃色範圍」交還「政府」,惟「政府」概不受強制收回「黃色範圍」或其任何部份。「承批人」須繼續按照批地特別條款(f)(ii)款規定負責保養、維修和修理「黃色範圍」及所有在該處提供和安裝的構築物及服務,直至「黃色範圍」交還「政府」為止。

第(52)(a)(ii)條批地特別條款

「承批人」須自費按照「核准建築圖則」及「核准園景美化建議書」,以「署長」全面滿意的方式興建、建造、提供、園景美

化和嗣後維修以下設施,以保持其維修充足及狀態良好:

現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地,總面積不少於2.3公頃(以下簡稱「公眾休憩用地」)。「承批人」須在「公眾休憩用地」進行園景美化工程,包括在「署長」批准的樓層以其批准的標準和設計種植灌叢樹木及建造單車徑,並於「黃色範圍」相關部份通行權根據第(7)(1)條批地特別條款終止日後二十四(24)個曆月內或之前或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3,須按「署長」規定定址、平整、保養、園景美化、植被、處理並提供設備與設施,以令「署長」全面滿意。

「公契」之相關條款:

「主公契」B節之「外圍地方」釋義:

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外),包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」;

「主公契」E節第8(c)(i)條:

8(c) 儘管本節第8(a)條另有任何規定,「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」,必須按比例分擔以下地方與設施的保養、管理、修理及維修費用與其保險保費:

- (i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別在「批地文件」第(7)、(8)、(99)及(100)條批地特別條款界定的「黃色範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」(包括該處之護土牆)、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」;

「主公契」E節第8(c)條:

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」

須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」之比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」整體和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需的行動與事項，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂

明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及滲漏污水。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「黃色範圍」位置之圖則已載於本節末頁。(見圖一)

2. 「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」

「批地文件」第(8)及(9)條批地特別條款訂明，「承批人」須負責維修「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」和在該處建造、安裝及提供之所有構築物、服務、街燈、街道裝置及機器。

「批地文件」之相關條款：

第(8)(b)條批地特別條款

「承批人」須自費以「署長」全面滿意的方式：

- (vi) 維修「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」，連同在該處建造、安裝和提供之所有構築物、服務、街燈、街道傢俬及機器，直至「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」之佔管權遵照本文第(9)(a)條批地特別條款交還「政府」為止。

第(9)條批地特別條款

- (c) (i) 倘於「承批人」根據本批地特別條款(a)款規定向「政府」交還「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」或其任何部份之佔管權當日後365日內(以下簡稱「**公共道路保修責任期**」)出現第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款所載的公共道路任何不良缺點(不論關乎工藝、質料、設計或其他)，以致引起任何索償、費用、收費或損害賠償，「承批人」將向「政府」作出賠償並確保其免責。茲就本款而言，「署長」對是否存在不良缺點所作的決定將作終論，並對「承批人」約束；
- (ii) 「承批人」須自費在「署長」向其發出函件的指定期限內執行所有修理、修改、再建造及糾正工程，以處理任何在「公共道路保修責任期」內出現的不良缺點、缺陷、收縮、沉降或「署長」以書面指明的其他故障。於施工期間，「承批人」時刻也不可導致公共道路的使用及運作受阻。

「公契」之相關條款：

「主公契」B節之「外圍地方」及「非車站發展項目公用地方」釋義：

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑

點範」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「非車站發展項目公用地方」指擬供「非車站發展項目」業主公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」公用地方)而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存於「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第8(c)(i)條：

8(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：

- (i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款界定的「黃色範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」(包括該處之護土牆)、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第8(c)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修

費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」認可人士核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需事項與事宜，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就

此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(c)條分擔：--

- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)的費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定之顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」位置之圖則已載於本節末頁。(見圖一)

3. 「政府樓宇」內「物件」

「批地文件」第(28)條批地特別條款訂明，「承批人」須以「署長」全面滿意的方式維修「政府樓宇」內各「物件」。

「批地文件」之相關條款：

第(28)條批地特別條款

(a)「承批人」須在本文協定的整個批租年期內，自費(惟「財政司司長法團」可依照第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)以「署長」全面滿意的方式維修以下項目(以下統稱「物件」)：

- (i) 「政府樓宇」的外飾面(由「財政司司長法團」負責維修的「小學」、「中學」及「足球場」外飾面除外)和「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板及任何其他結構項件；
- (ii) 所有供「政府樓宇」及該地段發展項目其餘部份使用的電梯、自動扶梯及樓梯；
- (iii) 屬於「政府樓宇」及該地段發展項目其餘部份的系統一部份之所有屋宇裝備裝置、污水設施、排水系統、食水及沖廁供水系統、機器及設備(包括但不限於手提及非手提式消防裝置設備)；
- (iv) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構樓板的截油器；及
- (v) 所有其他供「政府樓宇」及該地段發展項目其餘部份使用的公用地方及設施。

(b) 儘管本批地特別條款(a)(i)及(a)(iv)款規定，「政府」將負責維修「小學」、「中學」及「足球場」，惟不包括並非供「小學」、「中學」或「足球場」專用的屋宇裝備裝置，亦不包括建於「車廠屋頂」之上或其上的「小學」、「中學」及「足球場」部份(以下簡稱「車廠屋頂上學校」)之地基及/或結構樓板。此等地基及/或結構樓板乃「車廠屋頂上學校」及「車廠」共用的結構項件。上述屋宇裝備裝置、地基及結構樓板將由「承批人」自費(惟「財政司司長法團」可依照本文第(58)(a)(ii)(I)條批地特別條款所訂作任何分擔)維修。

(c) 倘因「承批人」對「物件」維修不善而招致或引起任何責任、損害賠償、開支、索償、費用、索求、收費、訴訟及法律程序，「承批人」須向「政府」及「財政司司長法團」作出賠償並確保其免責；及

(d) 就此批地特別條款而言，「承批人」之釋義不包括「財政司司長法團」。

「公契」之相關條款：

「主公契」B節之「政府樓宇」及「物件」釋義：

「政府樓宇」統指「批地文件」第(17)(a)(i)、(17)(a)(ii)、(17)(a)(iii)、(17)(a)

(v)(III)、(17)(a)(vi)、(17)(a)(vii)、(17)(a)(viii)、(17)(a)(ix)、(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明現已或將會根據「批地文件」第(17)條批地特別條款規定興建於「該土地」作為「發展項目」一部份的「永久公共運輸交匯處」、「長者鄰舍中心」、「長者社交中心」、「社區會堂樓宇」、「綜合青少年服務中心」、「綜合家庭服務中心」、「日間托兒所」、「公共廁所」、「小學」、「中學」及「足球場」，以及各自之附屬地方；

「物件」指(i)「政府樓宇」之外飾面(「批地文件」第(17)(a)(x)及(17)(a)(xi)條批地特別條款分別訂明的「小學」、「中學」及「足球場」之外飾面除外，此等範圍由「財政司司長法團」負責維修)，以及「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板結構及任何其他結構項件；(ii)所有供「政府樓宇」及「發展項目」其餘部份使用的電梯、樓梯及自動扶梯；(iii)屬於「政府樓宇」及「發展項目」其餘部份的系統一部份之所有屋宇裝備裝置、污水設施、排水系統、食水及沖廁供水系統、機器及設備(包括但不限於手提及非手提式消防裝置設備)；(iv)「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構樓板的截油器；及(v)「批地文件」第(28)條批地特別條款所載供「政府樓宇」及「發展項目」其餘部份使用的所有其他公用地方及設施。

「主公契」E節第9條

(c) 每個「發展期」的「單位」「業主」(「政府樓宇」業主除外)須以由「經理人」執行方式負責維修、管理和修理該「發展期」範圍內的「物件」，惟「財政司司長法團」可依據「批地文件」第(58)(a)(ii)(I)條批地特別條款分擔相關費用。倘因不依照前文規定維修、管理和修理「物件」而導致或構成任何人身或財產損失或損害，以致引起任何訴訟、法律程序、索償及索求，每個「發展期」的「單位」「業主」須向「財政司司長法團」及「政府」作出賠償並確保彼等免責。

「主公契」I節第1(b)(xii)、(xxxiv)及(xxxv)條

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xii) 遵從本「公契」E節第9(c)條規定維修、管理和保養「物件」以保持其充足維修及良好狀態。

(xxxiv) 遵從本「公契」E節第9(b)條規定與「政府樓宇」業主商議及協定「批地文件」第(58)(a)(ii)(I)(C)條批地特別條款訂明「政府樓宇」指定部份須分擔的「管理費」金額，「經理人」收訖的相關攤付款項必須存入根據本「公契」J節第11條開設的管理賬戶。

(xxxv) 在「政府樓宇」「業主」要求下承諾維修僅為「政府樓宇」而設的服務、設施及裝置，而「政府樓宇」「業主」將會向「經理人」補還有關維修所支付之費用，惟直至「經理人」遞交有關費用之估算附以證明文件及其它任何「政府樓宇」「業主」認為必須的有關資料以及「政府樓宇」「業主」批准有關維修工程費用及其由「經理人」進行前，不得進行該維修。

「主公契」J節第1(n)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

(n) 「物件」之維修、修理和運作費用；

在切實可行範圍內盡量顯示「政府樓宇」位置之圖則已載於本節末頁。(見圖一)

4. 往返「港鐵車站」之出入地方

「批地文件」第(40)條批地特別條款訂明，「承批人」須允許公眾隨時自由及免費地進入和行經該地段各部份以作所有合法用途，並且進出、行經及跨越由「承批人」劃為出入「港鐵車站」通道的建築物、構築物及搭建物，以便往返「港鐵車站」。

「批地文件」之相關條款：

第(40)條批地特別條款

於本文協定的整個批租年期內，「承批人」須允許公眾隨時自由及免費地進入及行經該地段各部份以作所有合法用途，以及進出、行經及跨越由「承批人」劃為出入「港鐵車站」通道的建築物、構築物及搭建物，以便往返「港鐵車站」。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」業主公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的

地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立法法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」I節第1(b)(vii)條

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (vii) 修理、維修、清潔、塗髹粉飾或以其他適當方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處之外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但本「公契」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。

「主公契」J節第1(d)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (d) 修理、維修、清潔、塗髹粉飾及以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外立視面或其任何部份的費用，以及更換位於該處但本「公契」或任何「副公契」的條款並無指定個別一名或一組「業主」須要負責的破爛門窗玻璃的費用；

在切實可行範圍內盡量顯示「承批人」劃為往返「港鐵車站」出入口位置之圖則已載於本節末頁。(見圖一至圖二十二)

5. 公眾休憩用地

「批地文件」第(52)條批地特別條款訂明，「承批人」須維修「公眾休憩用地」，以保持其充足維修及良好狀態，令「署長」全面滿意。

「批地文件」之相關條款：

第(52)(b)及(c)條批地特別條款

- (b) 遵從本文第(7)(h)(ii)條批地特別條款規定，於本文協定批授的整個年期內，「承批人」須自費維修「公眾休憩用地」及「鄰舍休憩用地」，以保持其充足維修及良好狀態，令「署長」全面滿意；及
- (c) 「公眾休憩用地」將免費開放(除非事前獲康樂及文化事務署署長書面批准除外)予公眾作任何性質的合法用途。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立法法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「公眾休憩用地」指「發展項目」或任何毗連土地的指定部份，包括根據「批地文件」第(52)(a)(ii)條批地特別條款規定建造並不時在該處提供的任何公眾康樂設施，此等範圍不時於「核准圖則」註明作有關用途。

「主公契」E節第8(c)(ii)條

- (8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：

- (ii) 「公眾休憩用地」；

「主公契」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢及樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍及有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及滲漏污水。

「主公契」J節第1(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非

車站發展項目「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

「副公契及管理協議」B節所述的「第VIII期內非車站發展項目公用地方」之釋義：

「第VIII期內非車站發展項目公用地方」指位於「第VIII期」內擬供「非車站發展項目」「業主」公用而非個別「期數」任何「業主」專享的「非車站發展項目公用地方」(釋義以「主公契」所訂為準)部份，包括但不限於位於「地盤H」並為「地盤H」及「地盤J」而設的該11條結構柱、「公眾休憩用地」相關部份(現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別)、附屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「內部交通系統」一部份之3樓有蓋行人走道(包括其簷篷及相關構築物)(現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色間紅十字線顯示，以資識別)、已鋪築地方、行車道及「綠化地方」相關部份(包括園景陽台及花槽)，及該等在3樓構成任何「第VIII期內非車站發展項目公用地方」的圍牆的外牆。「第VIII期內非車站發展項目公用地方」現於本文所夾附圖則以橙色、橙色間紅斜線及橙色加紅交叉線顯示，以資識別；

「副公契及管理協議」第二附錄第II部份第2條：

遵從「政府批地書」之條款規定，所有公眾人士均有權完全免付任何性質的費用(除非事前獲康樂及文化事務署署長書面批准)使用附屬於「公眾休憩用地」一部份的「第VIII期內非車站發展項目公用地方」範圍(現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別)，以作所有合法用途。

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。(見圖一、圖十六及圖二十二)

6. 擬建行人天橋相關結構

「批地文件」第(53)條批地特別條款訂明，「承批人」須在搭建、提供和建造「擬建行人天橋相關結構」後負責維修該處。

「批地文件」之相關條款：

第(53)條批地特別條款

- (a) (i) 「承批人」(不包括其受讓人)須自費在「署長」發函指定的一個或多個日期或之前，按照「核准建築圖則」，以「署長」全面滿意的方式，採用「署長」全權酌情規定或批准的物料、標準、樓層、定線、規劃和設計，於該地段興建、提供、建造和嗣後維修「署長」指定的柱及其他結構性支承件和連接段連同自動扶梯、電梯及樓梯(此等設施、結構性支承件及連接段以下統稱「**擬建行人天橋相關結構**」)，以連接該地段至擬建行人天橋(以下簡稱「**擬建行人天橋**」)，位置「圖則I」註明為「FB2」、「FB3」及「FB4」或「署長」以書面批准的其他地點(以下簡稱「**地點**」)；
- (iv) 如「署長」發出通知，「承批人」或該地段現任經理人或根據《建築物管理條例》(香港法例第344章)成立之該地段「業主立案法團」須自費以「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，暫時封閉現已或將會建於該地段連接「擬建行人天橋」的任何一座或多座建築物的通道口。暫時封閉通道口涉及的所有必要維修工程將由「承批人」負責(唯不包括「財政司司長法團」)，此外並須令「署長」滿意；
- (vi) 在本文協定整個批租年期內，「承批人」須時刻遵從「署長」制訂的任何規定准許公眾免費及自由地通過該地段或其任何部份或該處任何建築物或部份建築物或部份建築物通行、往返、出入、上落及行經附屬或從屬於該處的「擬建行人天橋」及「擬建行人天橋相關結構」，藉此往返該地段的公用地方和往返該地段及毗鄰地段與「政府」官地外的地面公共行人路，以作所有合法用途。

「公契」之相關條款：

「主公契」B節之「行人天橋相關結構」釋義

「行人天橋相關結構」指按照「批地文件」第(53)(a)條批地特別條款規定興建的構築物；

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「業

主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」第二附錄第II部份第2(b)條

「經理人」有權獨自或聯同測量師、工人及其他人等為執行「署長」指定建於「該土地」上任何一座或多座建築物所有必要工程暫時關閉該等建築物通道口，以根據「批地文件」第(53)條批地特別條款規定在上述建築物接駁行人通道、隧道或行人天橋或「行人天橋相關結構」用。「經理人」執行此等工程時須以書面通知「業主」施工期間不可使用「該土地」及「發展項目」的範圍或其上任何部份，「業主」須遵從有關通知書的規定。惟工程概不可阻礙「政府樓宇」之出入通行權或影響完善使用及享用「政府樓宇」。

「主公契」I節第1(b)(vii)條

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (vii) 修理、維修、清潔、塗髹粉飾或以其他適當方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處的外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但本「公契」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。

「主公契」J節第1(d)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (d) 修理、維修、清潔、塗髹粉飾或以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構和外立視面或其任何部份的費用，以及更換位於該處本「公契」或任何「副公契」並無指定個別一名或一組「業主」但須要負責的破爛門窗玻璃的費用；

在切實可行範圍內盡量顯示「擬建行人天橋相關結構」位置之圖則已載於本節末頁。(見圖一)

7. 「24小時行人走道」

「批地文件」第(53)(b)條批地特別條款訂明，「承批人」須以「署長」滿意的方式維修「24小時行人走道」，以保持其維修充足及狀態良好。

「批地文件」之相關條款：

第(53)(b)(iii)、(iv)及(v)條批地特別條款

- (iii) 「承批人」(但不包括「財政司司長法團」)須在本文協定的整個批租年期內自費維修本批地特別條款訂明須提供的分段行人路或行人道(連同該處之樓梯、斜路、照明裝置及自動扶梯)，以保持其充足維修及良好狀態，令「署長」滿意；
- (iv) 「承批人」須自費以「署長」全面滿意的方式提供一條內淨闊度為不少於4.5米的有蓋行人道，以連接「擬建行人天橋」及「有蓋行人天橋」(釋義以批地文件第(54)(a)條批地特別條款所訂為準)；
- (v) 「承批人」須在本文協定的整個批租年期內保持本批地特別條款(b)(iv)款訂明須提供的行人走道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」業主公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓

梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第8(c)(iii)條

- (8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用與保險保費：
- (iii) 24小時有蓋行人走道(「批地文件」第(53)(b)(iv)條批地特別條款所載)、「有蓋行人天橋」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「內部運輸系統」(釋義以「批地文件」第(60)(a)條批地特別條款所訂為準)、緊急救援車輛通道(「批地文件」第(60)(f)條批地特別條款所載)及「照明系統」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)各部份。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部份：
 - (1) 不納入任何「發展期」邊界範圍內；
 - (2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部份；及
 - (3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部份。

「主公契」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面

總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積」(如有者)指「專用地方」(如有者)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」I節第1(b)條：

- 1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (vii) 修理、維修、清潔、塗髹粉飾或以其他方式適當方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處的外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但「本契約」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。
- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植，移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」J節第1(d)及(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」

和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (d) 修理、維修、清潔、塗髹粉飾及以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外立視面或其任何部份的費用，以及更換位於該處但本「公契」或任何「副公契」並無指定個別一名或一組「業主」須要負責的破爛門窗玻璃的費用；
- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「24小時行人走道」位置之圖則已載於本節末頁。(見圖一至圖二十二)

8. 「有蓋行人天橋」

「批地文件」第(54)條批地特別條款訂明，「承批人」(但不包括「財政司司長法團」)須以「署長」全面滿意的方式管理和維修「有蓋行人天橋」，以保持其充足維修及良好狀態，並時刻提供照明，直至「有蓋行人天橋」根據第(54)(h)條批地特別條款交還「政府」為止。

「批地文件」之相關條款：

第(54)條批地特別條款

- (f) 「承批人」(但不包括「財政司司長法團」)須自費以「署長」全面滿意的方式管理和維修「有蓋行人天橋」，以保持其充足維修及良好狀態，並時刻提供照明，直至「有蓋行人天橋」根據本批地特別條款(h)款交還「政府」為止；

- (h) 「承批人」(但不包括「財政司司長法團」)必須在「署長」通知時將「有蓋行人天橋」或其任何部份交還「政府」，而「政府」毋須向「承批人」支付任何費用或補償，惟「政府」概無責任必須應「承批人」要求收回「有蓋行人天橋」或其任何部份，「政府」可在其視為恰當的時間才收回「有蓋行人天橋」。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」業主公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第8(c)(iii)條

- (8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用與保險保費：
- (iii) 24小時有蓋行人走道(「批地文件」第(53)(b)(iv)條批地特別條款所載)、「有蓋行人天橋」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「內部運輸系統」(釋義以「批地文件」第(60)(a)條批地特別條款所訂為準)、緊急救援車輛通道(「批地文件」第(60)(f)條批地特別條款所載)及「照明系統」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)各部份。「批地文

件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部份：

- (1) 不納入任何「發展期」邊界範圍內；
- (2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部份；及
- (3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部份。

「主公契」E節第8(e)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」I節第1(b)(xvi)條：

- 1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的

建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」J節第1(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓本及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--
 - (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「有蓋行人天橋」位置之圖則已載於本節末頁。(見圖一)

9. 往返「室內康樂中心」之地方

「批地文件」第(66)條批地特別條款訂明，「承批人」須在將軍澳市地段第70號A段的「室內康樂中心」投入服務後允許公眾完全免費地自由通行、進出、往返及通越將軍澳市地段第70號餘段，以便出入「室內康樂中心」。

「批地文件」之相關條款：

第(66)條批地特別條款

- (b) 「室內康樂中心」投入服務後，「承批人」須允許公眾自由及完全免費地進入、行經及往返該地段「餘段」，以便出入「室內康樂中心」；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」業主公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車

道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」公用地方)而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方)。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第18條：

「業主」須在「政府」通知時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)所有必要通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用途。茲「經理人」現獲例外保留本「公契」第二附錄第II部份第2(e)條具體訂明之權利，「港鐵」則獲例外保留本「公契」第二附錄第II部份第3(z)條具體訂明之權利，以便授予上述的通行權、地役權或準地役權、支撐權和輸送供應各服務與設施。然而，「經理人」及「港鐵」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與享用。

「主公契」第二附錄第II部份第2(e)條：

儘管本「公契」另有任何規定，「經理人」有權在「政府」要求

時按「政府」要求，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)所有必要通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須彼等同意或批准，此外並可獨自以「經理人」的名義就此簽署或訂立任何相關文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益的人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定)「政府」認為有需要，作為「政府樓宇」業主的「財政司司長法團」有權與「經理人」聯合訂立及簽署或執行任何必要文件，以行使本款所訂「經理人」擁有之權利。再者，「經理人」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與享用。

「主公契」第二附錄第II部份第3(z)條：

茲毋損「批地文件」第5條批地一般條款之規定，每名「業主」現與「港鐵」協議，本文賦予「港鐵」之契諾、權利、自由權、特權、權益、保留原權益及保留新權益為對每名「業主」及其各自繼承人與受讓人約束，只要「港鐵」仍為任何「份數」之實益擁有人，此等契諾、權利、自由權、特權、權益、保留原權益及保留新權益將與「該土地」及「發展項目」和相關權益共存(附加於「港鐵」與「買方」所訂「轉讓契約」保留的任何其他權利)。「港鐵」具專有及不受限制之權利，隨時及不時按其絕對自由酌情為恰當作出以下所有或任何行為或事項，及/或行使所有或任何以下權利、自由權、特權、權益，而毋須接受任何其他「業主」、「經理人」或擁有「該土地」及「發展項目」權益之其他人士為締約方，亦毋須按彼等同意或批准(除非本「公契」另行訂明)，但仍需遵從本「公契」及「批地文件」所賦予「財政司司長法團」之權利、地役權及特權，而且概不可影響或妨礙「財政司司長法團」擁有之此等權利、地役權及特權，此外亦不可在「政府樓宇」外牆

安裝或裝設任何煙囪、排煙管、水管或其他結構或設施：--

(z) 有權在「政府」要求時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人(與所有其他具有同等權利之人等共享)所有必要通行權、地役權或準地役權(包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及氣體、食水、電力儲存、變壓及供應系統之權利)及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物和搭建物或其任何部份內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物之所有用途，而毋須諮詢任何「業主」或其他擁有「發展項目」或其任何部份權益的人士，亦毋須獲彼等同意或批准。此外亦可獨自以「港鐵」之名義就此簽署或訂立任何相關文件，而毋須接受其他「業主」或其他擁有「發展項目」或其任何部份權益之人士為締約方。然而，倘「政府樓宇」直接受影響(「政府樓宇」是否直接受影響由「政府產業署署長」全權酌情決定)或「政府」認為有需要，作為「政府樓宇」業主之「財政司司長法團」有權與「港鐵」聯合簽署或訂立任何必要文件，以執行本款所訂「港鐵」擁有之權利。

在切實可行範圍內盡量顯示「室內康樂中心」出入地方位置之圖則已載於本節末頁。(見圖一至圖二十二)

10.「棕色範圍」

「批地文件」第(99)條批地特別條款訂明，「承批人」須以「署長」全面滿意的形式保養、管理、維修及修理「棕色範圍」，以保持其維修充足及狀態良好，直至「棕色範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務之佔管權根據第(99)(c)條批地特別條款交回「政府」為止。

「批地文件」之相關條款：

第(99)條批地特別條款

(a)「承批人」須：

(ii) 自費以「署長」全面滿意的形式保養、管理、維修及修理「棕色範圍」，以保持其充足維修及良好狀態，直至「棕色範圍」或其任何部份連同於該處提供及安裝的

所有構築物及服務根據本批地特別條款(c)款交回「政府」為止。

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

「外圍地方」指「該土地」「承批人」(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」。

「主公契」E節第8(c)(i)條：

(8)(c)儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：

(i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款界定的「黃色範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」(包括該處之護土牆)、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦

然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需的行動與事項，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)(xvi)條：

1(b)茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋，此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--
 - (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「棕色範圍」位置之圖則已載於本節末頁。(見圖一)

11. 「黃色間黑斜線範圍」

「批地文件」第(100)條批地特別條款訂明，「承批人」須以「署長」全面滿意的形式保養、管理、維修及修理「黃色間黑斜線範圍」，以保持其充足維修及良好狀態，直至「黃色間黑斜線範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務之佔管權根據第(100)(c)條批地特別條款交回「政府」為止。

「批地文件」之相關條款：

第(100)條批地特別條款

- (a) 「承批人」須：
 - (ii) 自費以「署長」全面滿意的形式保養、管理、維修及修理「黃色間黑斜線範圍」，以保持其充足維修及良好狀態，直至「黃色間黑斜線範圍」或其任何部份連同於該處提供及安裝的所有構築物及服務之佔管權根據本批地特別條款(c)款交回「政府」為止。

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

「外圍地方」指「該土地」承批人(釋義以「批地文件」所訂為準)必須遵照「批地文件」之條款進行園景美化、保養、管理、維修、清潔或修理之「該土地」邊界以外任何地方(除非「批地文件」訂明「港鐵」作為「該土地」原承批人必須遵守和履行本項責任而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(99)及(100)條批地特別條款和不時修訂或修改條文分別訂明的「黃色範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第8(c)(i)條：

(8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔保養、管理、修理及維修以下地方與設施的費用及其保險保費：

- (i) 根據「批地文件」第(7)(f)(ii)、(8)(b)(vi)、(9)(b)、(99)(a)(ii)及(100)(a)(ii)條批地特別條款分別在「批地文件」第(7)、(8)、(99)及(100)條批地特別條款界定的「黃色範圍」、「粉紅色間綠斜線範圍」及「粉紅色間綠斜線加黑點範圍」、「綠色加黑點範圍」、「綠色範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」(包括該處之護土牆)、「綠色間黑十字線範圍」、「棕色範圍」及「黃色間黑斜線範圍」；

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」之比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」認可人士核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面

積是否應計亦然。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」之規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需事項及事宜，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶的任何事項。

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」I節第4(b)條：

「經理人」或如無「經理人」則「業主立案法團」或「發展項目業主委員會」主席，有權代表「該土地」全體「業主」接收「政府」發出的收回「外圍地方」或其任何部份佔管權通告或通知書，並根據「批地文件」將「外圍地方」或其任何部份交還「政府」。

「主公契」J節第1(z)條：

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由

「非車站發展項目」業主按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)業主亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」承批人(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

在切實可行範圍內盡量顯示「黃色間黑斜線範圍」位置之圖則已載於本節末頁。(見圖一)

12. 內部交通系統

「批地文件」第(60)條批地特別條款訂明，「承批人」須在該地段內建造一「內部交通系統」供行人及車輛流通及提供「署長」規定的街燈，並運作、管理及維修「內部交通系統」及作出交通管理安排及維持該等街燈照明充足，以令「署長」滿意。

「批地文件」之相關條款：

第(60)條批地特別條款

- (a)「承批人」須以「署長」全面滿意的方式，自費在該地段內一個或多個地點的任何樓層建造一個道路系統，包括道路、行人天橋、行人道、樓梯、單車徑、載客電梯、自動扶梯、斜路、客貨上落車位及其他交通設施，設計及規格以「署長」規定為準(以下統稱「內部交通系統」)，以供行人及車輛流通，包括但不限於運輸署署長指定之的士、專營巴士、公共小巴及旅遊巴士。計算本文第(16)(c)條批地特別條款訂明的樓面總面積時，「內部交通系統」不會連計在內；
- (b)受限於運輸署署長及警務處處長不時作出的指示，以及「政府」與「承批人」現已或將會訂立之任何營運、管理及維修協議，以及現行和未來法例以「附例」訂明的授權，「承批人」(不包括「財政司司長法團」，僅此而已)須按其視為必要而運作、管理及維修「內部交通系統」及作出交通

管理安排，包括架設交通標誌及交通燈號，以遵守此等「批地條款」，惟本條規定概不構成分授任何條例下任何法定權力或責任；

- (c)「承批人」(不包括「財政司司長法團」，僅此而已)須自費以「署長」全面滿意的方式在「內部交通系統」內提供「署長」規定的街燈，並於本文協定批授的整個年期內自費為「內部交通系統」提供照明及維持照明充足，以令「署長」滿意。倘「承批人」不履行本條所訂的任何責任，「政府」可自行提供街燈及保持「內部交通系統」照明充足，費用由「承批人」承擔。「承批人」必須在接獲通知時向「政府」支付「署長」釐定的費用；
- (d)「承批人」須允許該地段各「不分割份數」業主及彼等授權的其他人等或受讓人於任何時間不論駕車與否免費通行及進出本批地特別條款(a)款所訂各道路、後巷、行人路、行人天橋、行人道、樓梯及單車徑，以及往返「任何地盤」，以作任何合法用途；
- (f)「承批人」須自費在「署長」批准的地點或位置提供和維持緊急救援車輛通道，以供緊急救援車輛進出該地段；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」業主公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物(不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱)；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處(如有者)及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方(但不包括「住宅發展項目公用地方」和附屬於個別「發展期」公用地方)而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根

據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「主公契」E節第8(c)(iii)條

- (8)(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用與保險保費：
- (iii) 24小時有蓋行人走道(「批地文件」第(53)(b)(iv)條批地特別條款所載)、「有蓋行人天橋」(釋義以「批地文件」第(54)(a)條批地特別條款所訂為準)、「內部交通系統」(釋義以「批地文件」第(60)(a)條批地特別條款所訂為準)、緊急救援車輛通道(「批地文件」第(60)(f)條批地特別條款所載)及「照明系統」(釋義以「批地文件」第(60)(g)條批地特別條款所訂為準)各部份。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部份：
- (1) 不納入任何「發展期」邊界範圍內；
 - (2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部份；及
 - (3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部份。

「主公契」E節第8(c)條

「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積(即127,000平方米)連同「專用地方」(如有者)之建築樓面總面積(統稱「車站綜合大樓及專用地方建築樓面總面積」)佔「非車站發展項目」所有現已落成部份建築樓面總面積(「已落成非車站發展項目建築樓面總面積」)加「車站綜合大樓及專用地方建築樓面總面積」的比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積(如有者)」指「專用地方」(如有者)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關「發展期」「認可人士」核證之當時已落成「住宅樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積和當時已落成的「商業樓宇」(釋義以「批地文件」所訂為準)的實際樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」H節第1(a)條：

香港鐵路有限公司現獲委任而其亦接受擔任「發展項目」之「經理人」，以依照本「公契」之規定、條款與規章管理整體「非車站發展項目」及「外圍地方」和提供服務。

「主公契」I節第1(a)條：

遵從《建築物管理條例》之條款規定，「經理人」有權按照本「公契」規定，代表全體「業主」就任何已獲發「佔用許可證」的「非車站發展項目」的任何部份及「外圍地方」作出所有必要或必需事項與事宜，以便管理「該土地」及「非車站發展項目」相關部份、「外圍地方」和該處合理連帶之任何事項。

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(vii) 修理、維修、清潔、塗髹粉飾或以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外牆結構和該處的外立視面、外牆(已轉讓予個別「業主」的外牆除外)及天台(已轉讓予個別「業主」的天台除外)，以及更換位於該處但「本契約」、任何「副公契」或「分副公契」之條款並無指定任何「業主」須要負責的破爛門窗玻璃，惟概不可影響架設於「政府樓宇」外牆的任何招牌或廣告。

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)(除非「批地文件」已訂明有關責任由身為「該土地」原承批人的「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」J節第1(d)及(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非

車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」(如有者)「業主」亦須遵照本「公契」E節第8(c)、(d)及(e)條分擔：-

(d) 修理、維修、清潔、塗髹粉飾及以其他方式護理或裝修建於「非車站發展項目」上或內的任何建築物及其他構築物的結構及外立視面或其任何部份的費用，以及更換位於該處但本「公契」或任何「副公契」並無指定個別一名或一組「業主」須要負責的破爛門窗玻璃的費用；

(z) 檢驗、保養、管理、維修、清潔、修理及園景美化(包括但不限於種植、移植及再植灌叢和樹木)(視乎情況而定)位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」(釋義以「批地文件」所訂為準)必須保養、管理、維修、清潔、修理或園景美化的所有地方(包括「外圍地方」)和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木(視乎情況而定)之費用(除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外)，包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

「副公契及管理協議」B節所述的「第VIII期內非車站發展項目公用地方」之釋義：

「第VIII期內非車站發展項目公用地方」指位於「第VIII期」內擬供「非車站發展項目」「業主」公用而非個別「期數」任何「業主」專享的「非車站發展項目公用地方」(釋義以「主公契」所訂為準)部份，包括但不限於位於「地盤H」並為「地盤H」及「地盤J」而設的該11條結構柱、「公眾休憩用地」相關部份(現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別)、附屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「內部交通系統」一部份之3樓有蓋行人走道(包括其簷篷及相關構築物)(現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色間紅十字線顯示，以資識別)、已鋪築地方、行車道及「綠化地方」相關部份(包括園景陽台及花槽)，及該等在3樓構成任何「第VIII期內非車站發展項目公用地方」的圍牆的外牆。「第VIII期內非車站發展項目公用地方」現於本文所夾附圖則以

橙色、橙色間紅斜線及橙色加紅交叉線顯示，以資識別；

「副公契及管理協議」第二附錄第II部份第3條：

遵從「政府批地書」之條款規定，「份數」「業主」及彼等授權的其他人等或彼等的受讓人有權隨時免費通行及再通行屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「第VIII期內非車站發展項目公用地方」和「內部交通系統」一部份之有蓋行人走道(現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色加紅交叉線顯示，以資識別)，以作所有合法用途，藉此進出任何「地盤」(釋義以「政府批地書」第(1)(b)條批地特別條款所訂為準)。

在切實可行範圍內盡量顯示「內部交通系統」位置之圖則已載於本節末頁。(見圖一至圖二十二)

關於上述B段所述的設施及休憩用地，此等設施或休憩用地必須由「發展期」住宅物業各業主自費管理、運作或維修，而該等業主須透過相關住宅物業應攤付的管理開支按比例分擔管理、運作或維修此等設施或休憩用地的費用。

C. 「批地文件」指定由「期數」住宅物業業主付費管理、運作或維修供公眾使用的休憩用地之面積

「批地文件」訂明由「發展期」住宅物業業主付費管理、運作或維修供公眾使用的休憩用地之面積為不少於2.3公頃。

「批地文件」之相關條款：

第(52)(a)(ii)、(b)及(c)條批地特別條款

(a) 「承批人」須自費按照「核准建築圖則」及「核准園景美化建議書」，以「署長」全面滿意的方式興建、建造、提供、園景美化及嗣後維修以下設施，以保持其充足維修及良好狀態：

(ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃(以下簡稱「公眾休憩用地」)。「承批人」須在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於「黃色範圍相關部份通行權」根據第(7)(1)條批地特別條款終日後二十四(24)個曆月內或之前或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂動態及靜態康樂用途所作的決定將作終論並對「承批人」約束；

- (b) 遵從本文第(7)(h)(ii)條批地特別條款規定，於本文協定的整個年批租期內，「承批人」須自費維修「公眾休憩用地」及「鄰舍休憩用地」，以保持其充足維修及良好狀態，令「署長」全面滿意；及
- (c) 「公眾休憩用地」將免費開放（除非事前獲康樂及文化事務署署長書面批准除外）予公眾作任何性質的合法用途。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部份，其中包括但不限於引路、私家街、道路、行車道、里巷、行人徑、行人走道、行人天橋；入口、大堂、樓梯、斜路、樓梯平台、走廊及通道；垃圾儲存室；污水處理房、機房、泵房、變壓器及電掣房、機器及設備房和儲物室；建於「非車站發展項目」內各建築物的地基及構築物（不包括任何從屬於個別「單位」的結構柱和「單位」內的任何結構柱）；「公眾休憩用地」；經核准園景美化總綱圖則所示的地標式建築物；管理處（如有者）及「非車站發展項目」內或上供「發展項目業主委員會」、「業主立案法團」、看更、管理員或其他受聘於「非車站發展項目」工作的各人員使用之辦事處或其他處所；安裝或使用天線廣播分導或電訊網絡設施的地方，以及「非車站發展項目」範圍內並非個別「發展期」任何「業主」專用之所有其他公眾地方（但不包括「住宅發展項目公用地方」和附屬於個別「發展期」「公用地方」而現已或將會於專為有關「發展期」訂立之「副公契」、「分副公契」或「分割契約」劃定的地方）。「非車站發展項目公用地方」將在專為任何「發展期」訂立的「副公契」、「分副公契」或「分割契約」所夾附圖則具體界定，又或於根據本「公契」L節第7條備存在「非車站發展項目」管理處的記錄圖註明；

「公眾休憩用地」指「發展項目」或任何毗連土地的指定部份，包括根據「批地文件」第(52)(a)(ii)條批地特別條款規定建造並不時在該處提供的任何公眾康樂設施，此等範圍不時在「核准圖則」註明作有關用途。

「主公契」E節第8(c)(ii)條：

- 8(c) 儘管本節第8(a)條另有任何規定，「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」，必須按比例分擔以下地方及設施的保養、管理、修理、維修費用及其保險保費：
- (ii) 「公眾休憩用地」；

「主公契」E節第8(e)條

「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」須根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積（即127,000平方米）連同「專用地方」（如有者）之建築樓面總面積（統稱「車站綜合大樓及專用地方建築樓面總面積」）佔「非車站發展項目」所有現已落成部份建築樓面總面積（「已落成非車站發展項目建築樓面總面積」）加「車站綜合大樓及專用地方建築樓面總面積」之比例，而於任何情況下比例概不可少於5.1%。就此條而言，「專用地方建築樓面總面積（如有者）」指「專用地方」（如有者）的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然；而「已落成非車站發展項目建築樓面總面積」則指經相關以「發展期」「認可人士」核證之當時已落成「住宅樓宇」（釋義以「批地文件」所訂為準）的實際建築樓面總面積和當時已落成的「商業樓宇」（釋義以「批地文件」所訂為準）的實際建築樓面總面積，不論根據《建築物條例》或「批地文件」該樓面總面積是否應計亦然。

「主公契」I節第1(b)(xvi)條：

- 1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：
- (xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化（包括但不限於種植、移植及再植灌叢和樹木）（視乎情況而定）位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」（釋義以「批地文件」所訂為準）必須保養、管理、維修、清潔、修理或園景美化的所有地方（包括「外圍地方」）和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木（視乎情況而定）（除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外），包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」J節第1(z)條

1. 「經理人」因管理「非車站發展項目」及/或「外圍地方」和執行其任何職責或行使任何權力所招致之必要及合理費用、收費與開支包括但不限於以下各項，此等費用由「非車站發展項目」「業主」按照本文所訂方式支付，「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）「業主」亦

須遵照本「公契」E節第8(c)、(d)及(e)條分擔：--

- (z) 檢驗、保養、管理、維修、清潔、修理及園景美化（包括但不限於種植、移植及再植灌叢和樹木）（視乎情況而定）位於「該土地」邊界內外而「批地文件」條款訂明「該土地」「承批人」（釋義以「批地文件」所訂為準）必須保養、管理、維修、清潔、修理或園景美化的所有地方（包括「外圍地方」）和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木（視乎情況而定）之費用（除非「批地文件」已訂明有關責任由身為「該土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外），包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍。惟「批地文件」第(9)(c)條批地特別條款所訂的責任乃全歸於「港鐵」；

「副公契及管理協議」B節所述的「第VIII期內非車站發展項目公用地方」之釋義：

「第VIII期內非車站發展項目公用地方」指位於「第VIII期」內擬供「非車站發展項目」「業主」公用而非個別「期數」任何「業主」專享的「非車站發展項目公用地方」（釋義以「主公契」所訂為準）部份，包括但不限於位於「地盤H」並為「地盤H」及「地盤J」而設的該11條結構柱、「公眾休憩用地」相關部份（現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別）、附屬於「政府批地書」第(60)(a)條批地特別條款訂明釋義的「內部交通系統」一部份之3樓有蓋行人走道（包括其簷篷及相關構築物）（現於本文所夾附的DMC-04及DMC-05圖則註明為“COVERED WALKWAY”並以橙色間紅十字線顯示，以資識別）、已鋪築地方、行車道及「綠化地方」相關部份（包括園景陽台及花槽），及該等在3樓構成任何「第VIII期內非車站發展項目公用地方」的圍牆的外牆。「第VIII期內非車站發展項目公用地方」現於本文所夾附圖則以橙色、橙色間紅斜線及橙色加紅交叉線顯示，以資識別；

「副公契及管理協議」第二附錄第II部份第2條：

遵從「政府批地書」之條款規定，所有公眾人士均有權完全免付任何性質的費用（除非事前獲康樂及文化事務署署長書面批准）使用附屬於「公眾休憩用地」一部份的「第VIII期內非車站發展項目公用地方」範圍（現於本文所夾附的DMC-04圖則以橙色間紅斜線顯示，以資識別），以作所有合法用途。

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。（見圖一、圖十六及圖二十二）

關於上述C段所述的休憩用地，此等休憩用地必須由「發展期」住宅物業各業主自費管理、運作或維修，而該等業主須透過相關住宅物業應攤付的管理開支按比例分擔管理、運作或維修此等休憩用地的費用。

D. 劃供公眾作《建築物(規劃)規例》(香港法例第123章附例F)第22(1)條所訂用途的該土地(「期數」所在土地)的任何部份

不適用。

關於上述A、B、C及D段所述供公眾使用的設施、休憩用地及該土地部份，公眾有權遵照「批地文件」規定使用此等設施、休憩用地或該土地部份。

¹ 擬建室內康樂中心的將軍澳市地段第70號內地盤已完成分割，並命名為將軍澳市地段第70號A段。

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

1. Yellow Area

Under Special Condition No.(7) of the Land Grant, the Grantee shall landscape, lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands (“**the Director**”) shall approve the area shown coloured yellow on Plan I annexed to the Land Grant (“**the Yellow Area**”).

Relevant Provisions of the Land Grant:

Special Condition No.(7)(d):

Upon development or redevelopment of the lot, the Grantee shall at his own expense landscape the lot and the Yellow Area in accordance with the Conceptual Submission (as defined in Special Condition No.(7)(a)) and the Detailed Submission (as defined in Special Condition No.(7)(a)) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director.

Special Condition No.(7)(e):

The Grantee shall at his own expense construct and thereafter keep and maintain the landscape works in a clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

Special Condition No.(7)(f)(i):

The Grantee shall within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area (as hereinafter defined in sub-clause (l) of this Special Condition) or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) the Yellow Area.

Special Condition No.(52)(a)(ii):

The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:

such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director

(“**the Public Open Space**”) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director’s decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Outside Area” in Section B of the Principal Deed of Mutual Covenant and Management Agreement dated 16th June 2009 and registered in the Land Registry by Memorial No.09062303030203 (“the PDMC”):

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Yellow Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

2. Green Area, Green Stippled Black Area, Green Hatched Black Stippled Black Area, Green Hatched Black Area, Green Cross-hatched Black Area

Under Special Condition No.(8) of the Land Grant, the Grantee shall:

- carry out and construct future road junction improvement works and associated works within the Green Area;
- lay, form, provide and construct that portion of future public road within the Green Stippled Black Area in such manner, with such installations, structures and materials, to such standard, levels, alignment, widths and design as the Director may require or approve;
- lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve those portions of public roads within the Green Hatched Black Area and the Green Cross-hatched Black Area;
- surface, kerb and channel the Green Hatched Black Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve; and
- surface, kerb and channel the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

Relevant Provisions of the Land Grant:

Special Condition No.(8)(b):

The Grantee shall at his own expense and in all respects to the satisfaction of the Director:-

- (i) subject to Special Condition No.(89) hereof:
 - (I) on or before the 30th day of September, 2022 or such other date or dates as may be determined by the Director, lay, form, provide and construct that portion of future public road shown coloured green stippled black on Plan I (hereinafter referred to as “**the Green Stippled Black Area**”) in such manner, with such installations, structures and materials, to such standard, levels, alignment, widths and design as the Director may require or approve (including the provision and construction of such bridges, tunnels, over-passes,

under-passes, culverts, pedestrian subway, viaducts, flyovers, pavements or such other structures) so that vehicular traffic may be carried thereon; and

- (II) on or before the 30th day of June, 2016 or such other date or dates as may be determined by the Director, carry out and construct those future road junction improvement works and associated works within the areas shown coloured green on Plan I (hereinafter referred to as “**the Green Area**”) in accordance with the Technical Schedules annexed hereto;
- (ii) on or before the 30th day of September, 2022 or such other date or dates as may be determined by the Director, surface, kerb and channel that portion of future public road shown coloured green hatched black stippled black on Plan I (hereinafter referred to as “**the Green Hatched Black Stippled Black Area**”) and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve so that vehicular traffic may be carried thereon;
- (iii) on or before the 30th day of June, 2012 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, ramps, pavements, cycle tracks or such other subway modification structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green hatched black on Plan I (hereinafter referred to as “**the Green Hatched Black Area**”) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the formation of the Green Hatched Black Area and if such requirement is not necessary, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1st day of February, 2003. The Grantee shall have no right or claim to compensation against Government whatsoever including any costs or expenses incurred in connection with fulfilment of this obligation as a result of the Director’s exercising his discretion in the decision and giving of the notification under this sub-clause;
- (iv) on or before the 31st day of December, 2020 or such other

date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, pavements, cycle tracks or such other structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green cross-hatched black on Plan I (hereinafter referred to as “**the Green Cross-hatched Black Area**”);

- (v) surface, kerb and channel the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require within the respective prescribed period stated in sub-clauses (b)(i), (b)(ii), (b)(iii) and (b)(iv) of this Special Condition.

Special Condition No.(9):

- (a) For the purpose only of carrying out the necessary works specified in Special Condition No.(8) hereof, the Grantee shall on the date or dates to be specified in a letter or letters from the Director to the Grantee be granted possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area. The Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof shall be deemed to be re-delivered to the Government upon issuance of a letter or letters from the Director to the Grantee certifying the works specified in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof have been completed and upon the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area forming part or parts of the public roads. The Grantee shall at all reasonable times while he is in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area allow free access over and along the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area for all

Government and public vehicular and pedestrian traffic;

- (c) (i) The Grantee shall indemnify and keep indemnified the Government from and against all claims, costs, charges or damages arising out of any defects (whether in workmanship, materials design or otherwise) in respect of the public roads referred to in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof occurring within a period of 365 days from the date or respective dates of re-delivery to the Government by the Grantee of possession of the Green Area and the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or any part or parts thereof under sub-clause (a) of this Special Condition (hereinafter referred to as “**the Public Roads Defects Liability Period**”). For the purpose of this sub-clause the determination by the Director on whether there is a defect shall be final and binding on the Grantee;
- (ii) The Grantee shall at his own expense within such time as may be specified by the Director in a letter to the Grantee execute all such works of repair, amendment, re-construction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring during the Public Roads Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any interruption to the use and operation of the public roads.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Outside Area” and “Non-Station Development Common Areas” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

3. **Government Accommodation**

Under Special Condition No.(17)(a) of the Land Grant, the Grantee shall erect, construct and provide within the lot, in a good workmanlike manner the Government Accommodation which includes one public transport interchange, one centre for community care and support services for the elderly, one supported hostel for mentally or physically handicapped persons, one community hall together with 5 parking spaces and 1 bus bay, one integrated children and youth services centre, one early education and training centre, one public toilet, a minimum of three school premises (or such other number as may be approved by the Director) comprising 3 primary schools and 2 secondary schools (or such other lesser number as may be determined by the Director) and one soccer pitch.

Relevant provisions of the Land Grant:

Special Condition No.(17)(a):

The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules annexed hereto (hereinafter referred to as “**the Technical Schedules**”) and the plans approved under Special Condition No.(18)(a) hereof, the following accommodations, such accommodations to be constructed within Any of the Sites are to be completed and made fit for occupation and operation on or before the expiry date of six calendar months from the date or dates of issuing by the Building Authority of an Occupation Permit or a Temporary Occupation Permit (excluding any Temporary Occupation Permit for any sales office referred to in Special Condition No.(42) hereof) (hereinafter referred to as “**the Completion Date**”) of Any of the Sites or part of Any of the Sites on which such accommodation is located or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee):

- (i) one public transport interchange on ground level comprising one bus terminus with four bus bays, eight bus stacking bays, two public light bus bays, one taxi bay, two general loading and unloading bays (hereinafter referred to as “**the Permanent PTI**”) constructed or to be constructed adjacent to the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof), with access connecting with public roads to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or such other date

as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) and in the event of any delay in the completion and operation of the Permanent PTI, the Grantee shall on a date to be determined by the Director at his own expense erect, construct, provide and maintain the Temporary PTI (as hereinafter defined in Special Condition No. (30) hereof) for use until such time as the Permanent PTI is completed and made fit for occupation and operation to the satisfaction of the Director;

- (ii) (i) one centre for community care and support services for the elderly (hereinafter referred to as “**the Centre for Community Care and Support Services for the Elderly**”) with a net operational floor area of not less than 303 square metres;
- (ii) (A) a total of 2 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and to be located in close proximity to the Centre for Community Care and Support Services for the Elderly. Each of the spaces so provided shall have a minimum measurement of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and
- (B) 1 bay for loading and unloading to be used by occupiers of the Centre for Community Care and Support Services for the Elderly having a minimum measurement of 3.0 metres in width and 9.0 metres in length with a minimum headroom of 3.8 metres in close proximity to the Centre for Community Care and Support Services for the Elderly.
- (iii) the Centre for Community Care and Support Services for the Elderly, the parking spaces and the loading and unloading bay as referred to in sub-clause (a)(ii) (ii) of this Special Condition (hereinafter collectively referred to as “**the Centre for Community Care and Support Services for the Elderly Accommodation**”) shall all be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Centre for Community Care and Support Services for the Elderly Accommodation is located, whichever is the earlier or such other date

as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

- (I) whichever is the earlier of the following:
 - (A) the 31st day of March, 2018; or
 - (B) whichever is the later of the following:
 - (1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Centre for Community Care and Support Services for the Elderly Accommodation is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or
 - (2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Centre for Community Care and Support Services for the Elderly Accommodation is located pursuant to Special Condition No.(3)(b) hereof; or
- (II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (iii) one supported hostel for mentally or physically handicapped persons (hereinafter referred to as “the

Supported Hostel for Mentally or Physically Handicapped Persons”) with a net operational floor area of not less than 355 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Supported Hostel for Mentally or Physically Handicapped Persons is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Supported Hostel for Mentally or Physically Handicapped Persons and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

- (I) whichever is the earlier of the following:
 - (A) the 31st day of March, 2017; or
 - (B) whichever is the later of the following:
 - (1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Supported Hostel for Mentally or Physically Handicapped Persons is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or
 - (2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Supported Hostel for Mentally or Physically Handicapped Persons is located pursuant to Special Condition No.(3)(b) hereof; or
- (II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Supported Hostel for Mentally or Physically Handicapped Persons or any part thereof as a result of the Director's

exercising his discretion in the decision and giving of the notification under this sub-clause;

- (v) (I) one multi-purposes hall (hereinafter referred to as “**the Community Hall**”) with a net operational floor area of not less than 593 square metres;
- (II) (A) a total of 5 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance and to be located in close proximity to the Community Hall. Each of the spaces so provided shall have a minimum measurement of 2.5 metres in width and 5.0 metres in length with a minimum headroom of 2.4 metres; and
- (B) 1 bus bay having a minimum measurement of 3 metres in width and 12 metres in length with a minimum headroom of 3.8 metres.
- (III) the Community Hall, the parking spaces and the bus bay as referred to in sub-clause (a)(v)(II) of this Special Condition (hereinafter collectively referred to as “**the Community Hall Accommodation**”) shall all be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee);
- (vi) one integrated children and youth services centre (hereinafter referred to as “**the Integrated Children and Youth Services Centre**”) with a net operational floor area of not less than 631 square metres to be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Integrated Children and Youth Services Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1st day of February, 2004. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Integrated Children and Youth Services Centre or any part

thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (vii) one early education and training centre (hereinafter referred to as "**the Early Education and Training Centre**") with a net operational floor area of not less than 212 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Early Education and Training Centre is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Early Education and Training Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

(A) the 31st day of March, 2017; or

(B) whichever is the later of the following:

(1) within 3 calendar months from the date on which the Grantee notifies the Director that the boundaries of the Site within which the Early Education and Training Centre is located have been fixed pursuant to Special Condition No.(3)(b) hereof; or

(2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Early Education and Training Centre is located pursuant to Special Condition No.(3)(b) hereof; or

(II) such other date as may be determined by the Director whose determination shall be final and binding on the Grantee.

The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the

Early Education and Training Centre or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

- (ix) one public toilet (hereinafter referred to as "**the Public Toilet**") on the ground floor of the building or buildings erected or to be erected in close proximity to the Permanent PTI with a net operational floor area of not less than 70 square metres to be completed and made fit for occupation and operation on or before the commencement of operation of the Permanent PTI;

- (x) a minimum of three school premises (or such other number as may be approved by the Director) comprising three primary schools and two secondary schools or such other lesser number as may be determined by the Director at his absolute discretion at such levels and positions as may be required by the Director to be completed and made fit for occupation and operation on or before the 31st day of December, 2023 or such other date or dates as determined by the Director at his absolute discretion. Each of the primary school shall have a minimum site area of 6,200 square metres (hereinafter collectively referred to as "**the Primary Schools**") and each of the secondary school shall have a minimum site area of 6,950 square metres (hereinafter collectively referred to as "**the Secondary Schools**") PROVIDED THAT any of the Primary Schools and any of the Secondary Schools may have a smaller site area subject to the prior written approval of the Secretary for Education and the Director of Architectural Services. The Primary Schools and the Secondary Schools shall each be of a standard school design prevailing from time to time as may be determined by the Director at his absolute discretion and shall be provided and constructed by the Grantee to the standard and specification as set out in the Technical Schedules or to such design and specification as are applicable to a standard school design prevailing from time to time as shall be approved in writing by the Secretary for Education and the Director of Architectural Services and in compliance with such terms and conditions as the Secretary for Education and the Director of Architectural Services may approve in writing so as to accord with the Education Ordinance and these Conditions and also in accordance with the Approved Building Plans and the plans approved under Special Condition No.(18)(a)

hereof PROVIDED ALSO THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Primary Schools and the Secondary Schools or any of them and if the construction or provision of a lesser number of Primary Schools and Secondary Schools is decided by the Director, the Grantee shall not be required to fulfil this obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Primary Schools and the Secondary Schools or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause; and

- (xi) one soccer pitch with ancillary facilities in accordance with the standard and specifications as may be approved by the Director at his absolute discretion (hereinafter referred to as "**the Soccer Pitch**"), with a minimum site area of 2,241 square metres or such other site area as may be approved by the Director to be completed and made fit for occupation and operation on or before the 31st day of December, 2023 or such other later date as may be approved by the Director at his absolute discretion PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Soccer Pitch and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 31st day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Soccer Pitch or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause.

(which accommodation referred to in sub-clauses (a)(i), (a)(ii), (a)(iii), (a)(v), (a)(vi), (a)(vii), (a)(ix), (a)(x) and (a)(xi) of this Special Condition (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding

such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “**the Government Accommodation**”.

Special Condition No.(17)(d):

For the purpose of this Special Condition, the expression “Grantee” shall exclude his assigns.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Government Accommodation” and “Items” in Section B of the PDMC:

“**Government Accommodation**” means collectively the Permanent PTI, the Neighbourhood Elderly Centre, the Social Centre for the Elderly, the Community Hall Accommodation, the Integrated Children and Youth Services Centre, the Integrated Family Services Centre, the Day Nursery, the Public Toilet, the Primary Schools and the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(i), (17)(a)(ii), (17)(a)(iii), (17)(a)(v)(III), (17)(a)(vi), (17)(a)(vii), (17)(a)(viii), (17)(a)(ix), (17)(a)(x) and (17)(a)(xi) of the Government Grant each with their respective ancillary accommodation constructed and to be constructed on the Land as part of the Development pursuant to Special Condition (17) of the Government Grant;

“**Items**” means (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant which shall be maintained by FSI) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs, and any other structural elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, stairways and escalators serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, sewage, drainage, fresh and salt water supply system, plant and equipment (including but not limited to portable and non portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; (iv) all of the structural slabs under the Government Accommodation together with the

drainage systems therein and thereunder and the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition (28) of the Government Grant;

Plan showing the location of the Government Accommodation as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

4. Temporary Public Transport Interchange

Under Special Condition No.(30) of the Land Grant, the Grantee shall lay, form, provide, construct, surface and maintain within the lot the Temporary Public Transport Interchange which shall be located in close proximity to the Mass Transit Railway Station and with access to public roads.

Relevant Provisions of the Land Grant:

Special Condition No.(30):

- (a) Subject to Special Condition No.(17)(a)(i) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and maintain within the lot a temporary public transport interchange (hereinafter referred to as “**the Temporary PTI**”) which shall be located in close proximity to the Mass Transit Railway Station and with access to public roads. The Temporary PTI shall link up with the Mass Transit Railway Station by covered walkway and paths and with provision of ancillary facilities (including but not limited to drainage, lighting, ventilation, traffic aids, guard railings, passenger queue railings, passenger shelters and necessary connections and services for closed-circuit television system provision) at such positions, in such manner, materials, design and standards as the Director may approve. The Temporary PTI shall be completed and made fit for occupation and operation upon the opening of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) or on such other date as may be determined by the Director;
- (b) The Temporary PTI shall be designed and provided with a net operational floor area of not less than 4,800 square metres, comprising one bus terminus with four bus bays, one public light bus bay, one taxi bay, one general loading and unloading bay, an area reserved for the ancillary facilities for the bus operator, and a closed-circuit television room to be constructed to the satisfaction of the Director;

- (c) (ii) The Government shall have the absolute discretion at any time to permit any person authorized by the Government and members of the public to use the Temporary PTI or any part thereof; and
- (iii) The Grantee shall allow unrestricted and free access to and from the Temporary PTI for all Government and public vehicular and pedestrian traffic and the Government shall have the absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislations.
- (d) Upon completion of the Permanent PTI, the Grantee shall at his own expense relocate the Temporary PTI (including the relocation of the closed-circuit television system to the Permanent PTI) to the Permanent PTI and the Grantee shall bear all costs incurred in connection with the relocation of the Temporary PTI. The Grantee shall at his own expenses, within 12 calendar months from the date of completion of the Permanent PTI demolish and remove the Temporary PTI in all respects to the satisfaction of the Director. The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of the relocation, termination and removal of the Temporary PTI and no claim shall be made against the Government by the Grantee in respect of such loss, damage, nuisance or disturbance and the Temporary PTI shall be handed back to the Grantee by the Director on the date of a letter from the Director indicating that the Permanent PTI has been completed and made fit for occupation and operation in all respects to his satisfaction;
- (f) For the purpose of this Special Condition, the expression “Grantee” shall mean the person entering into and executing this Agreement.

Relevant Provisions of the Deed of Mutual Covenant:

Not Applicable.

Plan showing the location of the Temporary Public Transport Interchange as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

5. Public Open Space

Under Special Condition No.(52)(a)(ii) of the Land Grant, the Grantee shall erect, construct, provide and landscape such number of public open spaces with a total area of not less than 2.3 hectares as may

be required by the Director in all respects to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(a)(ii) and (c):

- (a) The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:
- (ii) such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (hereinafter referred to as “**the Public Open Space**”) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7) (l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director’s decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee;
- (c) The Public Open Space shall be open to the public for all lawful purposes freely and without payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Non-Station Development Common Areas” and “Public Open Space” in Section B of the PDMC:

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse

storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

“**Public Open Space**” means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of upholding, management, repair and maintenance and the insurance premium in respect of the following areas and facilities:

- (ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of this Section shall be calculated in the proportion that the construction gross floor area of the Station

Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, “the Construction GFA of Station Complex and Reserved Areas”) bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being (“the Construction GFA of the Completed Non-Station Development”) plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, “the construction gross floor area of the Reserved Areas (if any)” shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and “the Construction GFA of the Completed Non-Station Development” shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation (as defined in the Government Grant) as certified by the Authorised Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

Definition of “Non-Station Development Common Areas within Phase VIII” in Section B of the draft Sub-Deed of Mutual Covenant and Management Agreement in respect of Phase VIII (“SDMC”):

“**Non-Station Development Common Areas within Phase VIII**” means those parts of the Non-Station Development Common Areas (as defined in the Principal Deed) situated within Phase VIII which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, those 11 structural columns located within Site H serving both Site H and Site J, part of the Public Open Space (as for identification purpose only shown coloured orange hatched red on Plan DMC-04 annexed hereto), covered walkway on 3/F (including its canopy and associated structures thereof) forming part of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant (as for identification purpose only marked “COVERED WALKWAY” and shown coloured orange cross-hatched red on Plan DMC-04 and Plan DMC-05 annexed hereto), hard paved areas, driveways, part of the Greenery Area (including landscape decks and planters), such parts of external walls of 3/F forming parts of the enclosing walls of any Non-Station Development Common Areas within Phase VIII, and the Non-Station Development Common Areas within Phase VIII for identification purpose only are shown on the plans annexed hereto and thereon coloured Orange, Orange Hatched Red and Orange Cross-hatched Red;

Clause 2 of Part II of Second Schedule to the SDMC:

Subject to the terms of the Government Grant, the right for all members of the public to use the part of the Non-Station Development Common Areas within Phase VIII (as for identification purpose only shown coloured orange hatched red on Plan DMC-04 annexed hereto) which form part of the Public Open Space for all lawful purposes freely and without payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

Plan showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1, Plan 16 and Plan 22)

6. Future Footbridge Associated Structures

Under Special Condition No.(53) of the Land Grant, the Grantee (excluding his assigns) shall in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion the Future Footbridge Associated Structures.

Relevant Provisions of the Land Grant:

Special Condition No.(53):

- (a) (i) The Grantee (excluding his assigns) shall at his own expense on or before such date or dates as may be specified in a letter or letters from the Director and in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion and thereafter maintain the columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required by the Director (which facilities, structural supports and connections are hereinafter collectively referred to as “**the Future Footbridge Associated Structures**”) linking the lot to future footbridges (hereinafter referred to as “**the Future Footbridges**”) in the positions shown and marked “FB2”, “FB3” and “FB4” on Plan I or at such other points as may be approved in writing by the Director (hereinafter referred to as “**the Locations**”);

- (iv) When called upon to do so by the Director, the Grantee or

the manager for the time being of the lot or the Owners’ Corporation incorporated under the Building Management Ordinance (Cap. 344) in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot to be connected to the Future Footbridges as shall be required and approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding F.S.I. only) and shall be to the satisfaction of the Director;

- (vi) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down, the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access to and from the common areas of the lot and from and to the public pavement at ground level outside the lot and neighbouring lot or lots and Government land.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Footbridge Associated Structures” and “Non-Station Development Common Areas” in Section B of the PDMC:

“**Footbridge Associated Structures**” means the structures constructed in accordance with Special Condition (53)(a) of the Government Grant;

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used

for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 2(b) of Part II of Second Schedule to the PDMC:

The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Condition (53) of the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

Plan showing the location of the Future Footbridge Associated Structures as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

7. 24-hours Pedestrian Walkway

Under Special Condition No.(53)(b)(iv) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director provide 24-hours pedestrian walkway to link up the Future Footbridges and the Covered Footbridge.

Relevant Provisions of the Land Grant:

Special Condition Nos.(53)(b)(iv) & (v):

- (iv) The Grantee shall at his own expense and in all respects to

the satisfaction of the Director provide a covered pedestrian walkway with an internal clear width of not less than 4.5 metres so as to link up the Future Footbridges and the Covered Footbridge (as hereinafter defined to in Special Condition No.(54)(a) hereof);

- (v) The Grantee shall throughout the term hereby agreed to be granted keep the pedestrian walkway required to be provided under sub-clause (b)(iv) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption;

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Plan showing the location of the 24-hour Pedestrian Walkway as far

as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 22)

8. Covered Footbridge

Under Special Condition No.(54) of the Land Grant, the Grantee (excluding his assigns) shall in all respects to the satisfaction of the Director provide and construct the Covered Footbridge with such materials and to such standards, levels, alignment, extent of footbridge cover, disposition, locations and designs as may be required or determined by the Director at his absolute discretion.

Relevant Provisions of the Land Grant:

Special Condition No.(54):

- (a) The Grantee (excluding his assigns) shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at his own expense in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director provide and construct one covered footbridge with an internal clear width of not less than 10 metres with supports, connections, staircases, ramps, facilities for wheelchair users, external and internal fittings, light fittings and signs in the position shown and marked “FBI” on Plan I or at such other location as may be approved by the Director at his absolute discretion (hereinafter referred to as “**the Covered Footbridge**”) and thereafter enjoy an easement of support of the Covered Footbridge. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, extent of footbridge cover, disposition, locations and designs as may be required or determined by the Director at his absolute discretion, whose determination shall be final and binding on the Grantee;
- (b) (iii) The Grantee shall at all times notwithstanding that the Covered Footbridge has been delivered to the Government in accordance with sub-clause (h) of this Special Condition during the day or night throughout the period during which the Covered Footbridge is in existence permit 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 the lot, the Covered Footbridge and the building or buildings erected or to be erected thereon;

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole

benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of upholding, management, repair and maintenance and the insurance premium in respect of the following areas and facilities:

- (iii) those parts of the 24-hour covered pedestrian walkway (as referred to in Special Condition (53)(b)(iv) of the Government Grant), the Covered Footbridge (as defined in Special Condition (54)(a) of the Government Grant), the Internal Transport System (as defined in Special Condition (60)(a) of the Government Grant), the emergency vehicular access (as referred to in Special Condition (60)(f) of the Government Grant) and the Lighting System (as defined in Special Condition (60)(g) of the Government Grant) which:

- (1) do not fall within the boundaries of any Phase;
- (2) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and
- (3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of this Section shall be calculated in the proportion that the construction gross floor area of the Station Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, “the Construction GFA of Station Complex and Reserved Areas”) bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being (“the Construction GFA of the Completed Non-Station Development”) plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, “the construction gross floor area of the Reserved Areas (if any)” shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and “the Construction GFA of the Completed Non-Station Development” shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation (as defined in the Government Grant) as certified by the Authorised Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

Clause 1(b) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
 - (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as

the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

9. Site for Indoor Recreation Centre

Under Special Condition No.(66) of the Land Grant, the Grantee shall in accordance with such standards, levels and location as the Director shall first approve in writing form a site within Tseung Kwan O Town Lot No.70 having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre.

Relevant Provisions of the Land Grant:

Special Condition No.(66):

- (a) The Grantee shall at his own expense within 96 calendar months from the date of this Agreement or such other extended period as may be determined by the Director at his absolute discretion and in accordance with such standards, levels and location as the Director shall first approve in writing form a site within the lot having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre. When the Grantee has completed such formation works to the satisfaction of the Director and when called upon to do so by the Director, the Grantee shall at his own expense surrender the said site to the Government free of costs and consideration within such time as shall be specified by the Director free from compensation, with vacant possession and free from encumbrances provided always that the Government shall be under no obligation to accept surrender of the said site

or any part thereof at the request of the Grantee, but may do so as and when it sees fit. The deed of surrender shall be in such form as shall be approved by the Director. The Government shall have the right to construct on the said site an indoor recreation centre (hereinafter referred to as “**the Indoor Recreation Centre**”) and to use the Indoor Recreation Centre or the site for any purpose as it sees fit. The Indoor Recreation Centre erected or to be erected on the said site shall not be taken into account for the calculation of the total gross floor area as stipulated in Special Condition No.(16)(e) hereof;

- (b) The Grantee shall allow the Government, his officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles free and uninterrupted right of ingress, egress and regress to and from the Remaining Portion of the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or any part thereof for the purpose of constructing the Indoor Recreation Centre or any purpose as the Government sees fit. The Director, his officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of ingress, egress and regress conferred under this Special Condition and the Grantee shall have no right to compensation whatsoever in respect of any loss, damage, nuisance or disturbance in connection with the provision of the rights of way. When the Indoor Recreation Centre is in operation, the Grantee shall allow members of the public freely and without payment of any nature whatsoever to go in, to, from, pass or through the Remaining Portion of the lot for the purpose of gaining access to and egress from the Indoor Recreation Centre;

Relevant Provisions of the Deed of Mutual Covenant:

Clause 18 of Section E of the PDMC:

The Owners shall upon demand by the Government grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of

gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon and it is excepted and reserved unto the Manager the right more particularly mentioned in Clause 2(e) of Part II of the Second Schedule to this Deed and unto MTR the right more particularly mentioned in Clause 3(z) of Part II of the Second Schedule to this Deed for the purpose of effecting the said grant of rights of way, easements or quasi easements, rights of support and passage of services and facilities Provided That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 2(e) of Part II of Second Schedule of the PDMC:

Notwithstanding anything contained in this Deed, the right for the Manager upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or

other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the Manager only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of the Manager's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary Provided Further That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 3(z) of Part II of Second Schedule to the PDMC:

Without prejudice to General Condition No.5 of the Government Grant, each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant and Provided that such rights easements and privileges of FSI shall not in any way be adversely affected or prejudiced and Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation:

- (z) the right upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of

Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary.

Plan showing the location of the Site for the Indoor Recreation Centre as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

10. Brown Area

Under Special Condition No.(99) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve a paved way within the Brown Area and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the Brown Area.

Relevant Provisions of the Land Grant:

Special Condition No.(99)

- (a) The Grantee shall:-

- (i) (I) on or before the 31st day of March, 2017 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve

(including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) a paved way within the area shown coloured brown to the south of the lot at Road D9 on Plan I so that pedestrian and vehicular traffic can be carried thereon for the purpose of ingress to or egress from the lot; and

- (II) on or before the 30th day of September, 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the area shown coloured brown to the north of the lot and marked “Elevated Road on Proposed Road L861” on Plan I in such manner, with such installations, structures and materials, to such standards, levels, alignment, width and design as the Director in his discretion may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavement or such other structures) so that vehicular traffic may be carried thereon

(the brown areas referred to in sub-clauses (a)(i)(I) and (a)(i)(II)) of this Special Condition are hereinafter collectively referred to as “**the Brown Area**”).

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Brown Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

11. Yellow Hatched Black Area

Under Special Condition No.(100) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director landscape the Yellow Hatched Black Area.

Relevant Provisions of the Land Grant:

Special Condition No.(100)(a)(i):

The Grantee shall on or before the 31st day of December, 2021 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director landscape the area shown coloured yellow hatched black on Plan I (hereinafter referred to as “**the Yellow Hatched Black Area**”).

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Yellow Hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

12. Internal Transport System

Under Special Condition No.(60) of the Land Grant, the Grantee shall construct within the lot an Internal Transport System for pedestrian and vehicular circulation and provide such street lighting as may be required by the Director of Lands, and shall operate, manage and maintain and make such traffic management arrangements for the Internal Transport System and keep such street lighting illuminated to the satisfaction of the Director of Lands.

Relevant Provisions of the Land Grant

Special Condition No.(60)

- (a) The Grantee shall in all respects to the satisfaction of the Director at his own expense construct within the lot at such point or points and at such level or levels a road system including roads, pedestrian footbridges, walkways, staircases, cycle tracks, passenger lifts, escalators, ramps, loading and unloading bays and such other transport facilities of such design and specification as may be required by the Director (hereinafter collectively referred to as “**the Internal Transport System**”) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, public light buses and coaches as may be determined by the Commissioner for Transport. The Internal Transport System shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof;
- (b) The Grantee (excluding F.S.I. only) shall, subject to any directions which may from time to time be given by the Commissioner for Transport and the Commissioner of Police, any operation, management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee, and authorisation which may be given in the form of Bye-laws under existing and future legislation, operate, manage and maintain and make such traffic management arrangements for the Internal Transport System including the erection of traffic signs and traffic signals, as the Grantee may consider necessary to comply with these Conditions provided that nothing herein contained shall amount to any delegation of any statutory powers or duties under any Ordinance;
- (c) The Grantee (excluding F.S.I. only) shall at his own expense and in all respects to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to the satisfaction of the Director the Internal Transport System. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director;
- (d) The Grantee shall permit the owners of the Undivided Shares in the lot and other persons authorized by the owners or their assigns with or without motor vehicles to pass and repass freely at all times and for all lawful purposes and

free of any payment the roads, lanes, footpaths, pedestrian footbridges, walkways, staircases, and cycle tracks referred to in sub-clause (a) of this Special Condition to and from Any of the Sites;

- (f) The Grantee shall at his own expense provide and maintain an emergency vehicular access for the passage of emergency vehicles to and from the lot at such position or positions as shall be approved by the Director;

Relevant Provisions of the Deed of Mutual Covenant

Definition of “Non-Station Development Common Areas” in Section B of the PDMC:

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

- 8(c) Notwithstanding anything contained in Clause 8(a) of this Section, MTR as Owner of the Station Complex and the

Reserved Areas (if any) shall contribute a proportion of the cost of upholding, management, repair and maintenance and the insurance premium in respect of the following areas and facilities:

- (iii) those parts of the 24-hour covered pedestrian walkway (as referred to in Special Condition (53)(b)(iv) of the Government Grant), the Covered Footbridge (as defined in Special Condition (54)(a) of the Government Grant), the Internal Transport System (as defined in Special Condition (60)(a) of the Government Grant), the emergency vehicular access (as referred to in Special Condition (60)(f) of the Government Grant) and the Lighting System (as defined in Special Condition (60)(g) of the Government Grant) which:

- (1) do not fall within the boundaries of any Phase;
- (2) do not form parts of the Residential Development Common Areas or the Residential Development Common Services and Facilities; and
- (3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of this Section shall be calculated in the proportion that the construction gross floor area of the Station Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, “the Construction GFA of Station Complex and Reserved Areas”) bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being (“the Construction GFA of the Completed Non-Station Development”) plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, “the construction gross floor area of the Reserved Areas (if any)” shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and “the Construction GFA of the Completed Non-Station Development” shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation

(as defined in the Government Grant) as certified by the Authorised Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b) of Section I of the PDMC:

- 1(b) Without in any way limiting the generality of the foregoing, the Manager shall have the following powers and duties, namely:-
- (vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.
 - (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government

Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9) (a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(d) and (z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area 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 Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:
 - (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;
 - (z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape

the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Definition of “Non-Station Development Common Areas within Phase VIII” in Section B of SDMC:

“Non-Station Development Common Areas within Phase VIII” means those parts of the Non-Station Development Common Areas (as defined in the Principal Deed) situated within Phase VIII which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, those 11 structural columns located within Site H serving both Site H and Site J, part of the Public Open Space (as for identification purpose only shown coloured orange hatched red on Plan DMC-04 annexed hereto), covered walkway on 3/F (including its canopy and associated structures thereof) forming part of the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant (as for identification purpose only marked “COVERED WALKWAY” and shown coloured orange cross-hatched red on Plan DMC-04 and Plan DMC-05 annexed hereto), hard paved areas, driveways, part of the Greenery Area (including landscape decks and planters), such parts of external walls of 3/F forming parts of the enclosing walls of any Non-Station Development Common Areas within Phase VIII, and the Non-Station Development Common Areas within Phase VIII for identification purpose only are shown on the plans annexed hereto and thereon coloured Orange, Orange Hatched Red and Orange Cross-hatched Red;

Clause 3 of Part II of Second Schedule to the SDMC:

Subject to the terms of the Government Grant, the right for the Owners of the Shares and other persons authorized by them or their assigns to pass and repass the covered walkway (as for identification purpose only marked “COVERED WALKWAY” and shown coloured orange cross-hatched red on Plan DMC-04 and Plan DMC-05 annexed hereto) forming part of the Non-Station Development Common Areas within Phase VIII and the Internal Transport System as defined under Special Condition No.(60)(a) of the Government Grant freely at all times and for all lawful purposes and free of any payment to and from Any

of the Sites (as defined in Special Condition No.(1)(b) of the Government Grant).

Plan showing the location of the Internal Transport System as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 22)

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. Yellow Area

Under Special Condition No.(7) of the Land Grant, the Grantee shall maintain the landscape works in the Yellow Area in a clean, neat, tidy, functional and healthy condition to the satisfaction of the Director and shall uphold, manage, maintain and repair the Yellow Area in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Yellow Area together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government.

Relevant Provisions of the Land Grant:

Special Condition No.(7)(d):

Upon development or redevelopment of the lot, the Grantee shall at his own expense landscape the lot and the Yellow Area in accordance with the Conceptual Submission (as defined in Special Condition No.(7)(a)) and the Detailed Submission (as defined in Special Condition No.(7)(a)) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director.

Special Condition No.(7)(e):

The Grantee shall at his own expense construct and thereafter keep and maintain the landscape works in a clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

Special Condition No.(7)(f)(ii):

The Grantee shall at his own expense uphold, manage, maintain and repair the Yellow Area in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Yellow Area together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (h)(ii) of this Special Condition.

Special Condition No.(7)(h)(ii):

The Government reserves the right to take back possession of the Yellow Area or any part or parts thereof for any purpose (as to which the decision of the Director shall be final and conclusive) as and when it sees fit without any payment or compensation

to the Grantee and the Yellow Area shall be re-delivered to the Government by the Grantee on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof. The Grantee shall remain responsible for the upkeep maintenance and repair of the Yellow Area together with all structures and services provided and installed thereon or therein as specified in sub-clause (f)(ii) of this Special Condition until possession of the Yellow Area has been re-delivered to the Government.

Special Condition No.(52)(a)(ii):

The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:

such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (“the Public Open Space”) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of “Outside Area” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown

Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

8(c) Notwithstanding anything contained in Clause 8(a) of this Section, MTR as Owner of the Station Complex and the Reserved Areas (if any) shall contribute a proportion of the cost of upholding, management, repair and maintenance and the insurance premium in respect of the following areas and facilities:

- (i) the Yellow Area, the Pink Hatched Green and Pink Hatched Green Stippled Black Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area (including the retaining walls therein), the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant pursuant to the Special Conditions 7(f)(ii), (8)(b)(vi), (9)(b), (99)(a)(ii) and (100)(a)(ii) of the Government Grant;

Clause 8(e) of Section E of the PDMC:

The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of this Section shall be calculated in the proportion that the construction gross floor area of the Station Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, “the Construction GFA of Station Complex and Reserved Areas”) bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being (“the Construction GFA of the Completed Non-Station Development”) plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, “the construction gross floor area of the Reserved Areas (if any)” shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and “the Construction GFA of the Completed Non-Station Development” shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation (as defined in the Government Grant) as

certified by the Authorised Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

- (xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement

the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area 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 Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:-

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Yellow Area as far as it is practicable to

do so is set out at the end of this section. (Refer to Plan 1)

2. Green Area, Green Stippled Black Area, Green Hatched Black Stippled Black Area, Green Hatched Black Area, Green Cross-hatched Black Area

Under Special Condition Nos.(8) and (9) of the Land Grant, the Grantee shall maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein.

Relevant Provisions of the Land Grant:

Special Condition No.(8)(b):

The Grantee shall at his own expense and in all respects to the satisfaction of the Director:-

- (vi) maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area shall have been re-delivered to the Government in accordance with Special Condition No.(9)(a) hereof.

Special Condition No.(9):

- (c) (i) The Grantee shall indemnify and keep indemnified the Government from and against all claims, costs, charges or damages arising out of any defects (whether in workmanship, materials design or otherwise) in respect of the public roads referred to in Special Condition Nos. (8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof occurring within a period of 365 days from the date or respective dates of re-delivery to the Government by the Grantee of possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area and or any part or parts thereof under sub-clause (a) of this Special Condition (hereinafter referred to as “**the Public Roads Defects**”

Liability Period”). For the purpose of this sub-clause the determination by the Director on whether there is a defect shall be final and binding on the Grantee;

- (ii) The Grantee shall at his own expense within such time as may be specified by the Director in a letter to the Grantee execute all such works of repair, amendment, re-construction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring during the Public Roads Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any interruption to the use and operation of the public roads.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of “Outside Area” and “Non-Station Development Common Areas” in Section B of the PDMC:

“**Outside Area**” means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

“**Non-Station Development Common Areas**” means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified