

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)(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 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. Items in respect of Government Accommodation

Under Special Condition No.(28) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director maintain the Items in respect of the Government Accommodation.

Relevant Provisions of the Land Grant:

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.

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;

Clause 9 of Section E of the PDMC:

(c) The Owners of Units in each Phase (save and except the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items situated in that Phase subject to any contribution by FSI under Special Condition No.(58)(a)(ii) (I) of the Government Grant and shall indemnify FSI and

the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items aforesaid.

Clauses 1(b)(xii), (xxxiv) & (xxxv) 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 :-

(xii) Subject to Clause 9(c) of Section E of this Deed, to maintain, manage and keep in good repair and condition the Items.

(xxxiv) Subject to Clause 9(b) of Section E of this Deed, to negotiate and agree with the Owner of the Government Accommodation the contribution to Management Charges payable in respect of those parts of the Government Accommodation liable to contribute to such sums pursuant to Special Condition (58)(a)(ii)(I)(C) of the Government Grant and any contributions received shall be credited by the Manager to the management account maintained pursuant to Clause 11 of Section J of this Deed.

(xxxv) To undertake upon the request of the Owner of the Government Accommodation the maintenance of the services, facilities and installations serving exclusively the Government Accommodation whereupon the Owner of the Government Accommodation will reimburse the Manager with the costs expended in carrying out such maintenance on condition that the maintenance will not be carried out until the Manager has submitted an estimate of costs together with supporting documents and any other relevant information that the Owner of the Government Accommodation considers necessary and the Owner of the Government Accommodation has approved in writing the estimated costs and the maintenance work to be carried out by the Manager.

Clause 1(n) 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:

(n) the costs of maintaining, repairing and operating the Items;

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. Area for Access to and from the Mass Transit Railway Station

Under Special Condition No.(40) of the Land Grant, the Grantee shall 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.

Relevant Provisions of the Land Grant:

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.

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 1(b)(vii) 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.

Clause 1(d) 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;

Plan showing the location of the area designated by the Grantee for access to and from the Mass Transit Railway Station 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)

5. Public Open Space

Under Special Condition No.(52) of the Land Grant, the Grantee shall maintain the Public Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(b) and (c):

- (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.

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.

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 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;

Definition of “Non-Station Development Common Areas within Phase VIII” in Section B of the 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 shall maintain the Future Footbridge Associated Structures after the erection, provision and construction thereof.

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:

Definition of “Footbridge Associated Structures” in Section B of the PDMC:

“**Footbridge Associated Structures**” means the structures constructed in accordance with Special Condition (53)(a) of the Government Grant;

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 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.

Clause 1(b)(vii) 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.

Clause 1(d) 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;

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) of the Government Grant, the Grantee shall maintain the 24-hours Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(53)(b)(iii), (iv) & (v):

- (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;

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:-

- (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;

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 F.S.I. only) shall 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 Special Condition (54)(h).

Relevant Provisions of the Land Grant:

Special Condition No.(54):

- (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.

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)(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 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 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. Area for Access to and from the Indoor Recreation Centre

Under Special Condition No.(66) of the Land Grant, when the Indoor Recreation Centre at Section A of Tseung Kwan O Town Lot No.70 is in operation, the Grantee shall allow members the public freely and without payment of any nature whatsoever to go in, to, from, pass or through The Remaining Portion of Tseung Kwan O Town Lot No.70 for the purpose of gaining access to and egress from the Indoor Recreation Centre.

Relevant Provisions of the Land Grant:

Special Condition No.(66):

- (b) 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:

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 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 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 area for access to and from 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 to Plan 22)

10. Brown Area

Under Special Condition No.(99) of the Land Grant, the Grantee shall 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 Special Condition No.(99)(c).

Relevant Provisions of the Land Grant:

Special Condition No.(99)

- (a) The Grantee shall:-
- (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.

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 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 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 Special Condition No.(100)(c).

Relevant Provisions of the Land Grant:

Special Condition No.(100):

- (a) The Grantee shall:-
 - (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.

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 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)

In relation to any of those facilities and open spaces mentioned in Paragraph B above, the facilities or open spaces are required to be managed, operated

or maintained at the expense of the owners of the residential properties in the Phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the facilities or open spaces through the management expenses apportioned to the residential properties concerned.

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

The size of the open space that is required under the Land Grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase is not less than 2.3 hectares.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(a)(ii), (b) 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;
- (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.

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.

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.

Clauses 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;

Definition of “Non-Station Development Common Areas within Phase VIII” in Section B of the 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)

In relation to the open space mentioned in Paragraph C above, the open space is required to be managed, operated or maintained at the expense of the owners of the residential properties in the Phase, and those owners are required to meet a proportion of the expense of managing, operating or maintaining the open space through the management expenses apportioned to the residential properties concerned.

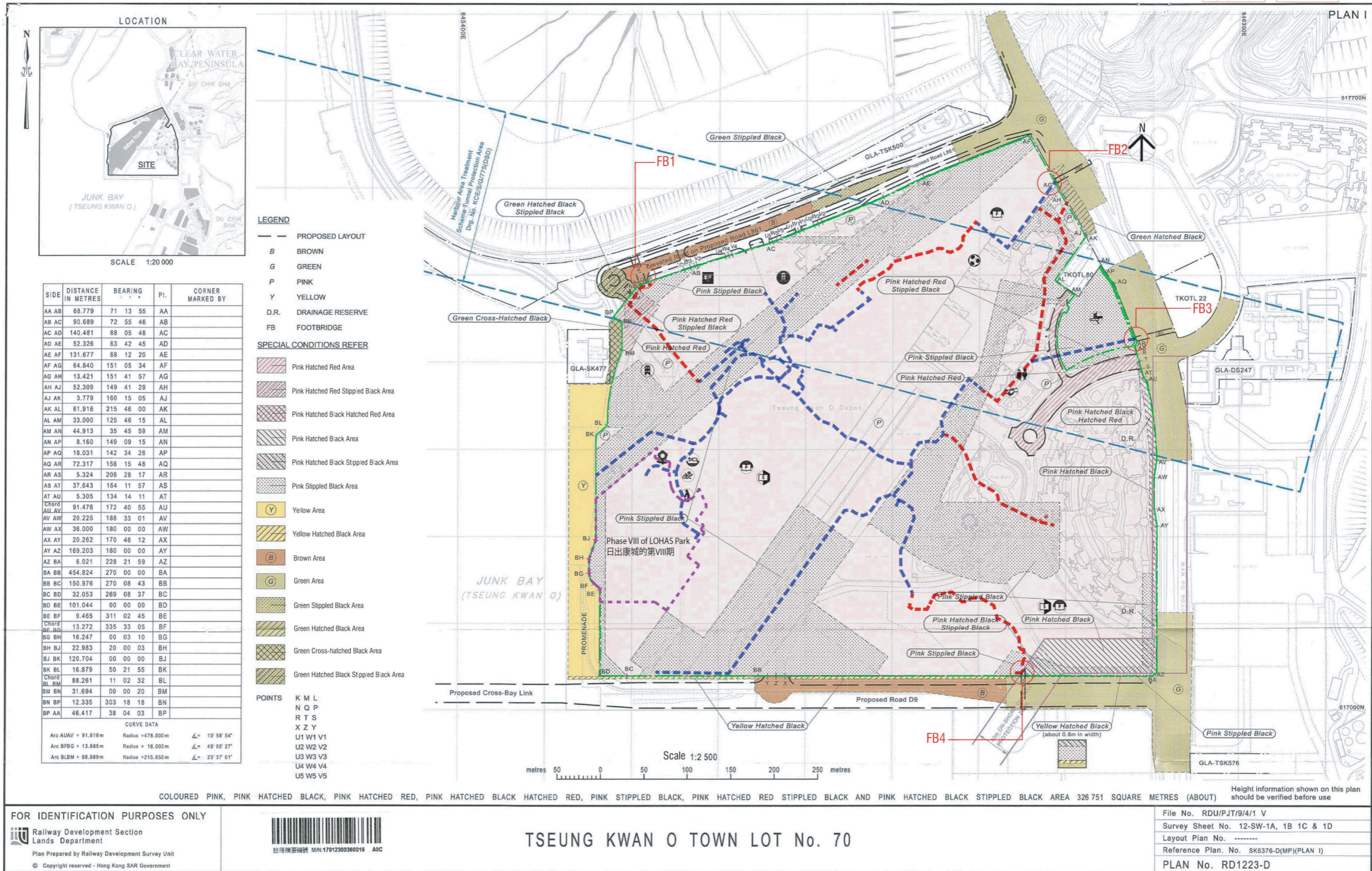
D. Any part of the land (on which the Phase is situated) that is dedicated to the public for the purposes of regulation 22(1) of the Building (Planning) Regulations (Cap.123 Sub. Leg. F)

Not Applicable.

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

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

圖一 Plan 1



適用於圖一的圖例：

Legends applicable to Plan 1:

-  黃色範圍
Yellow Area
-  黃色間黑斜線範圍
Yellow Hatched Black Area
-  棕色範圍
Brown Area
-  綠色範圍
Green Area
-  綠色加黑點範圍
Green Stippled Black Area
-  綠色間黑斜線範圍
Green Hatched Black Area
-  綠色間黑十字線範圍
Green Cross-hatched Black Area
-  綠色間黑斜線加黑點範圍
Green Hatched Black Stippled Black Area
-  **FB1** 有蓋行人天橋
Covered Footbridge
-  擬建行人天橋相關結構
Future Footbridge Associated Structures

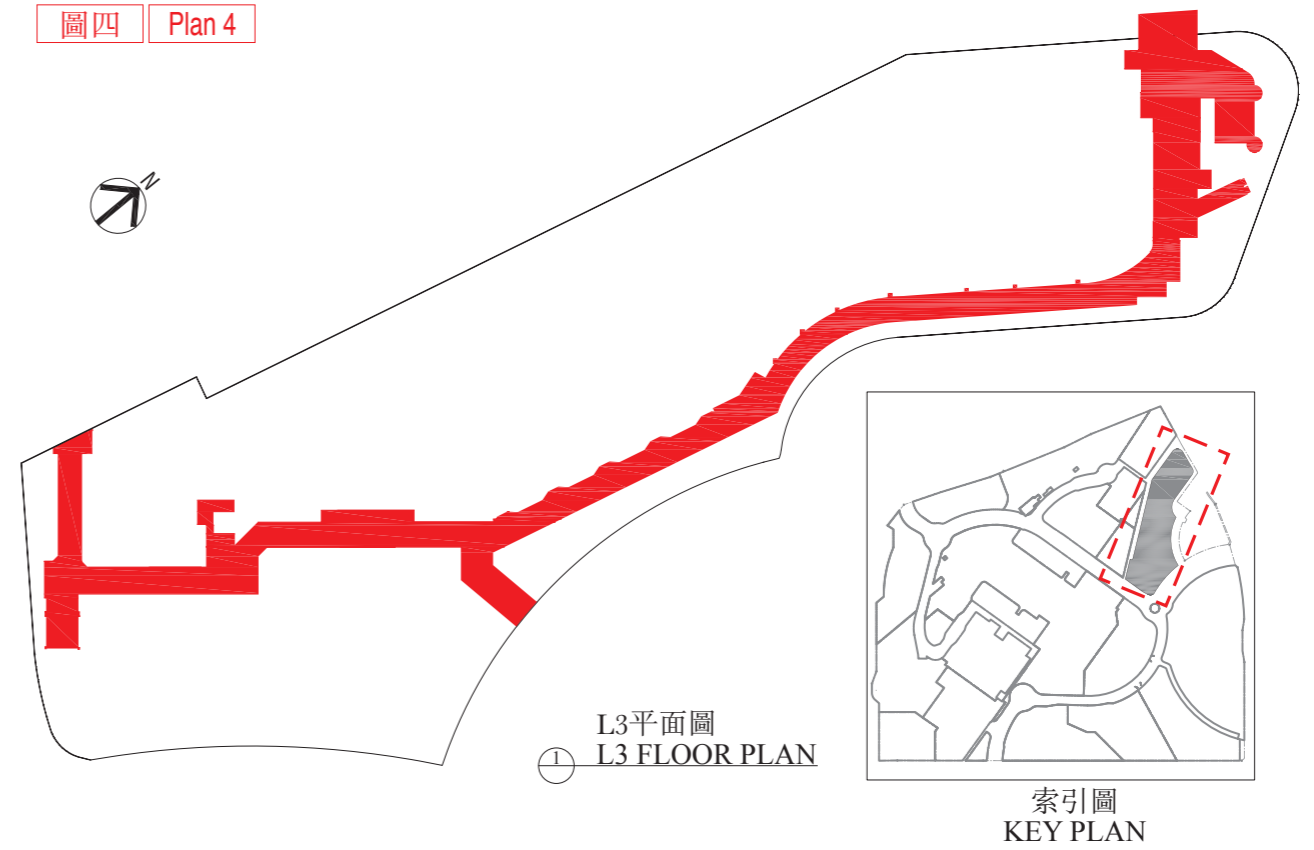
-  社區會堂
Community Hall
-  永久公共運輸交匯處
Permanent PTI
-  臨時公共運輸交匯處
Temporary PTI
-  長者社區照顧及支援服務中心
Centre for Community Care and Support Services for the Elderly
-  弱智人士或肢體傷殘人士輔助宿舍
Supported Hostel for Mentally or Physically Handicapped Persons
-  綜合青少年服務中心
Integrated Children and Youth Services Centre
-  早期教育及訓練中心
Early Education and Training Centre
-  公共廁所
Public Toilet
-  小學
Primary Schools
-  中學
Secondary Schools
-  足球場
Soccer Pitch
-  室內康樂中心
Indoor Recreation Centre
-  公眾休憩用地(包括黃色範圍)，總面積不少於2.3公頃
Public Open Space (including Yellow Area) with a total area of not less than 2.3 hectares

-  本發展項目邊界
Boundary of the Development
-  本期數邊界
Boundary of the Phase
-  已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
As-built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre
-  擬建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
Proposed 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre

圖二 Plan 2



圖四 Plan 4



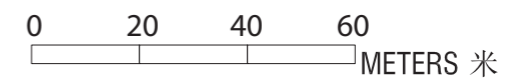
圖三 Plan 3



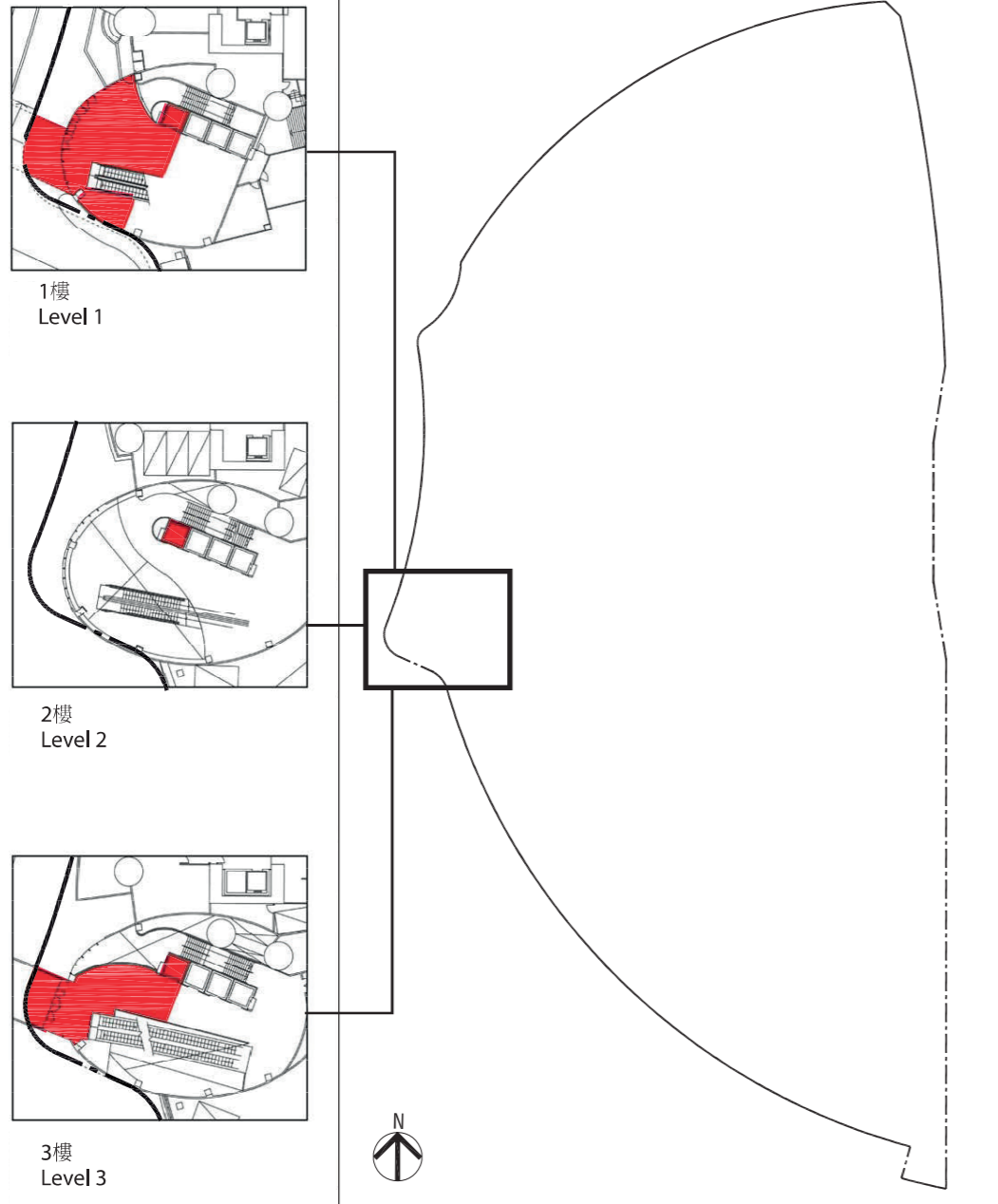
圖例 Legend :

- 已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre

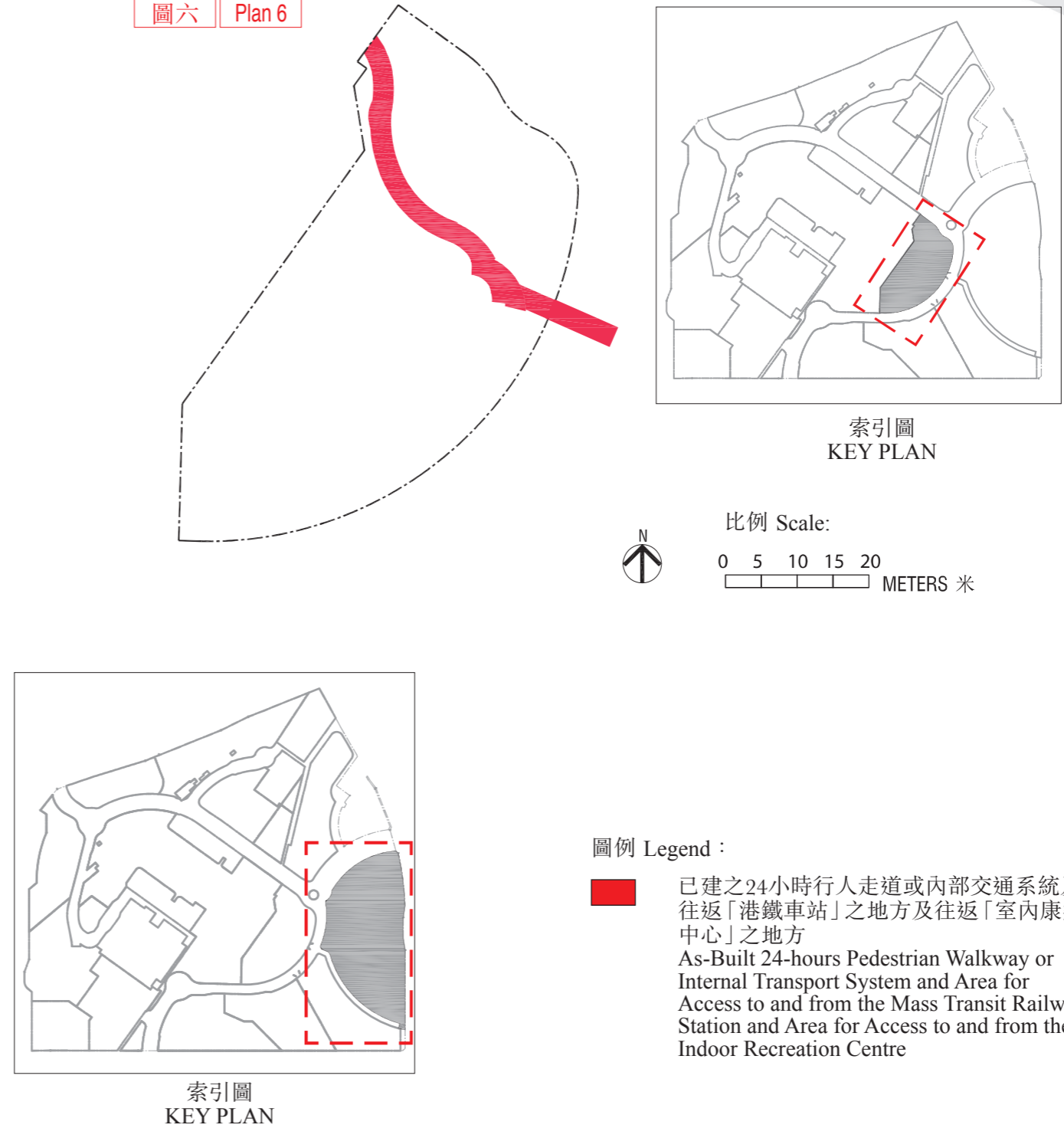
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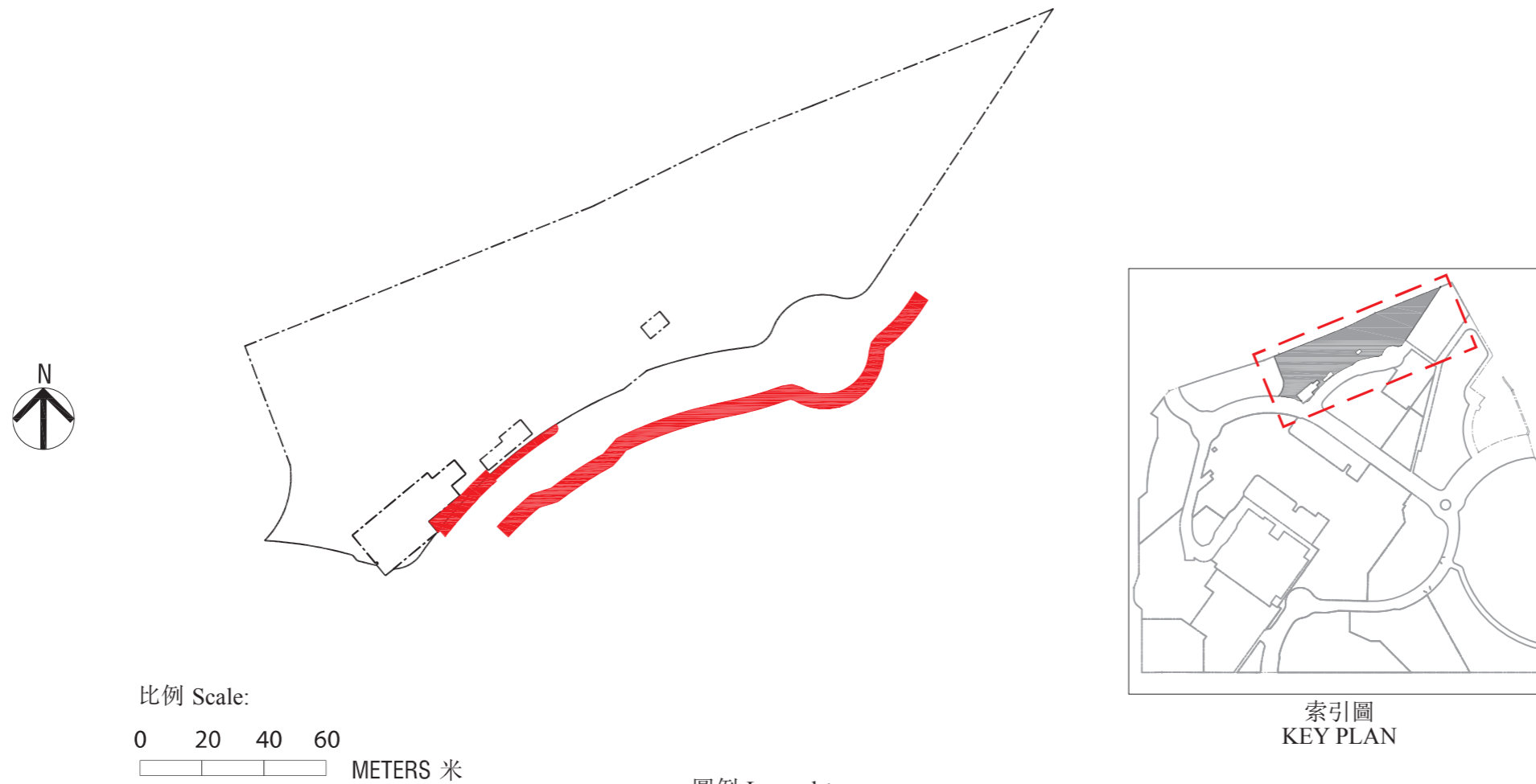
圖五 Plan 5



圖六 Plan 6

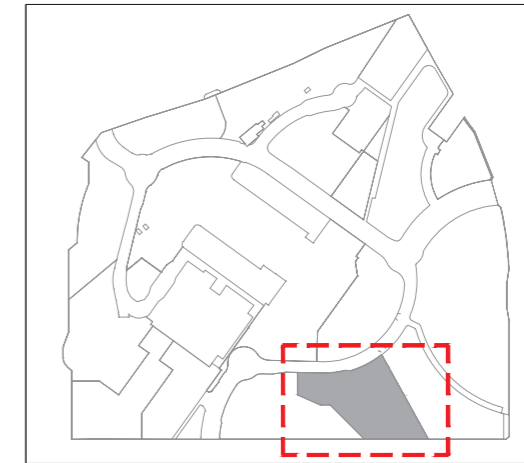
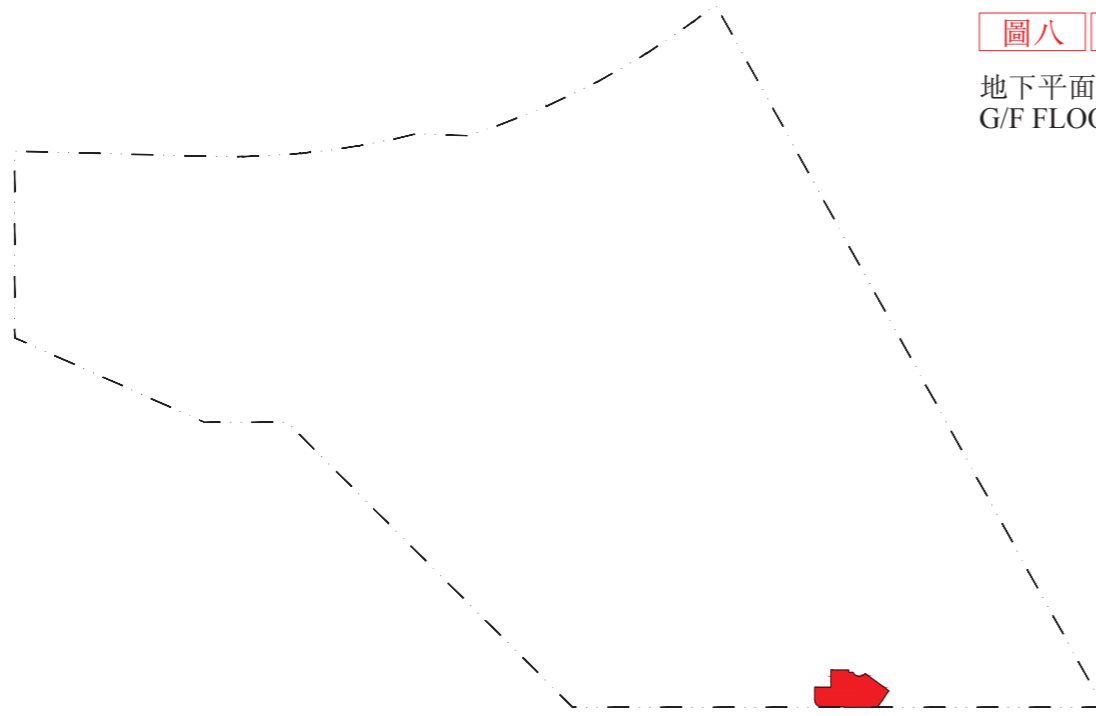


圖七 Plan 7



圖八 Plan 8

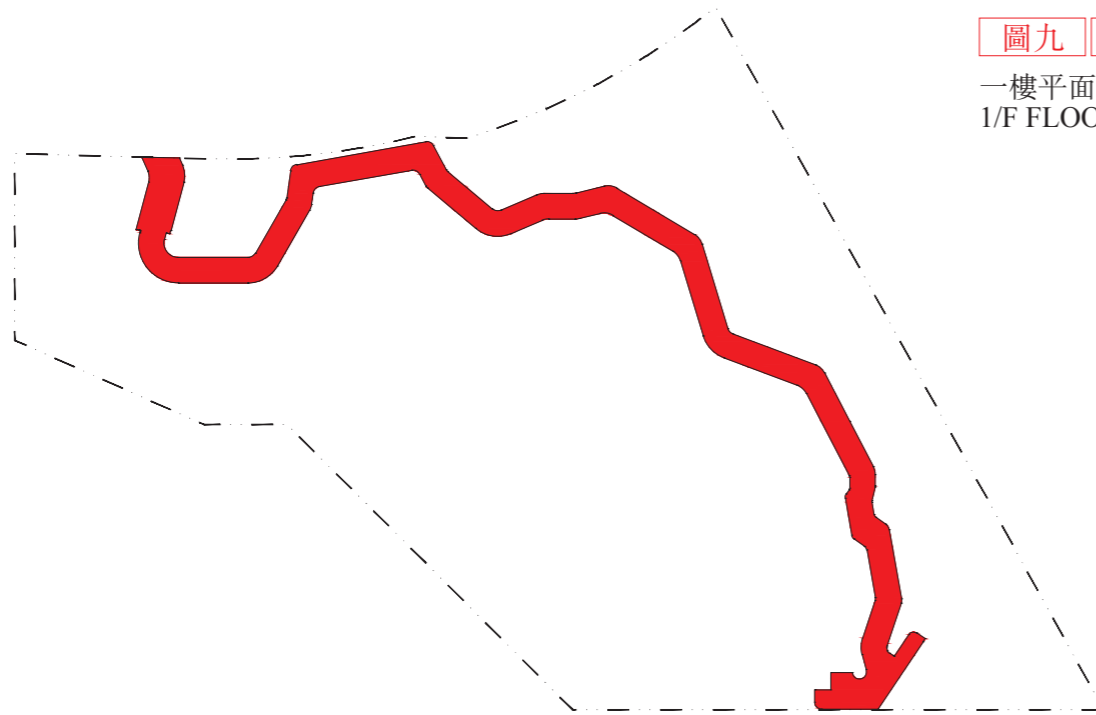
地下平面圖
G/F FLOOR PLAN



索引圖
KEY PLAN

圖九 Plan 9

一樓平面圖
1/F FLOOR PLAN



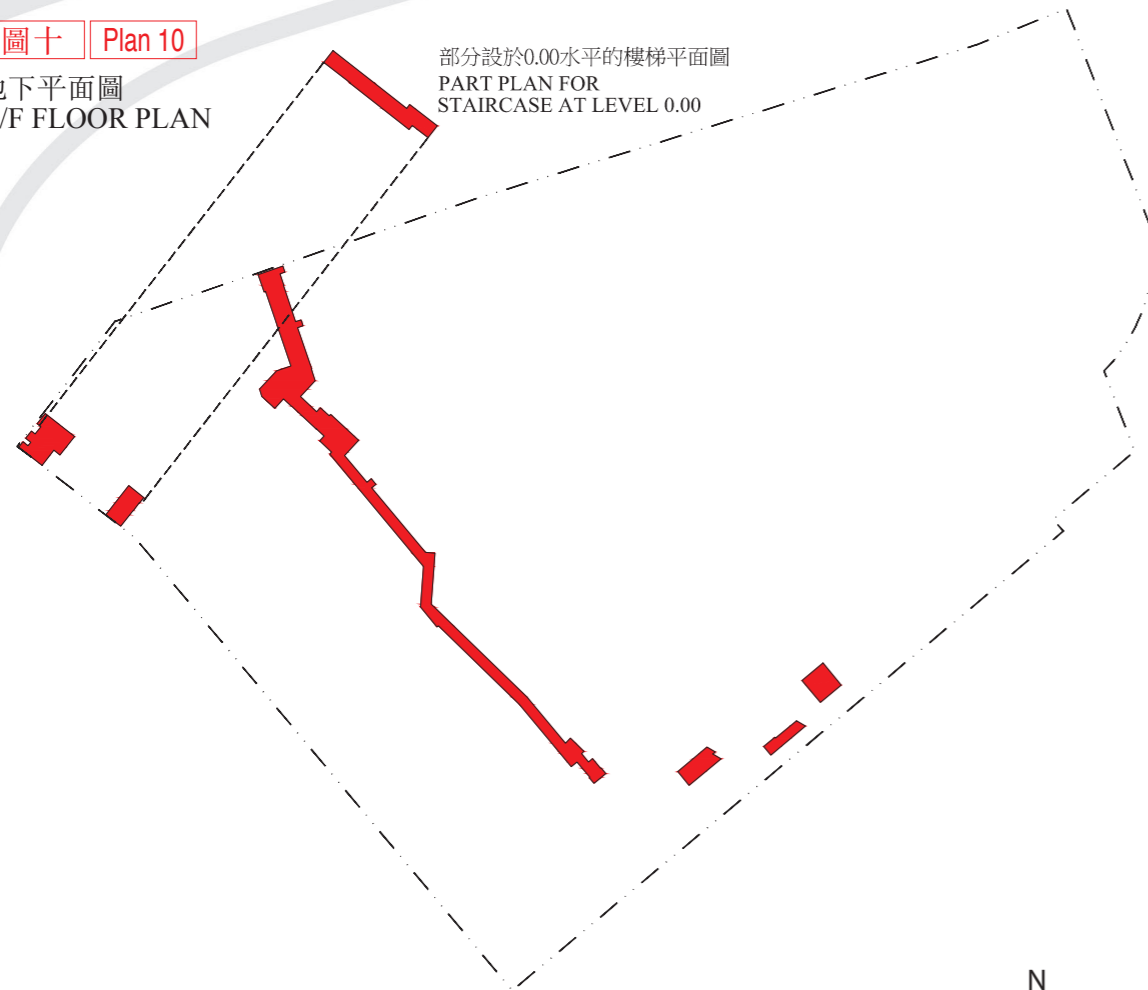
圖例 Legend :

- 已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre

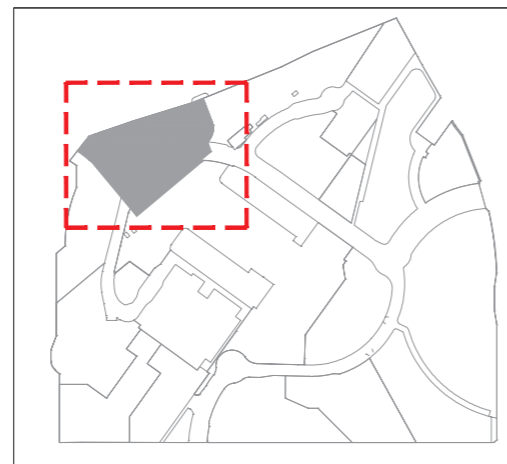
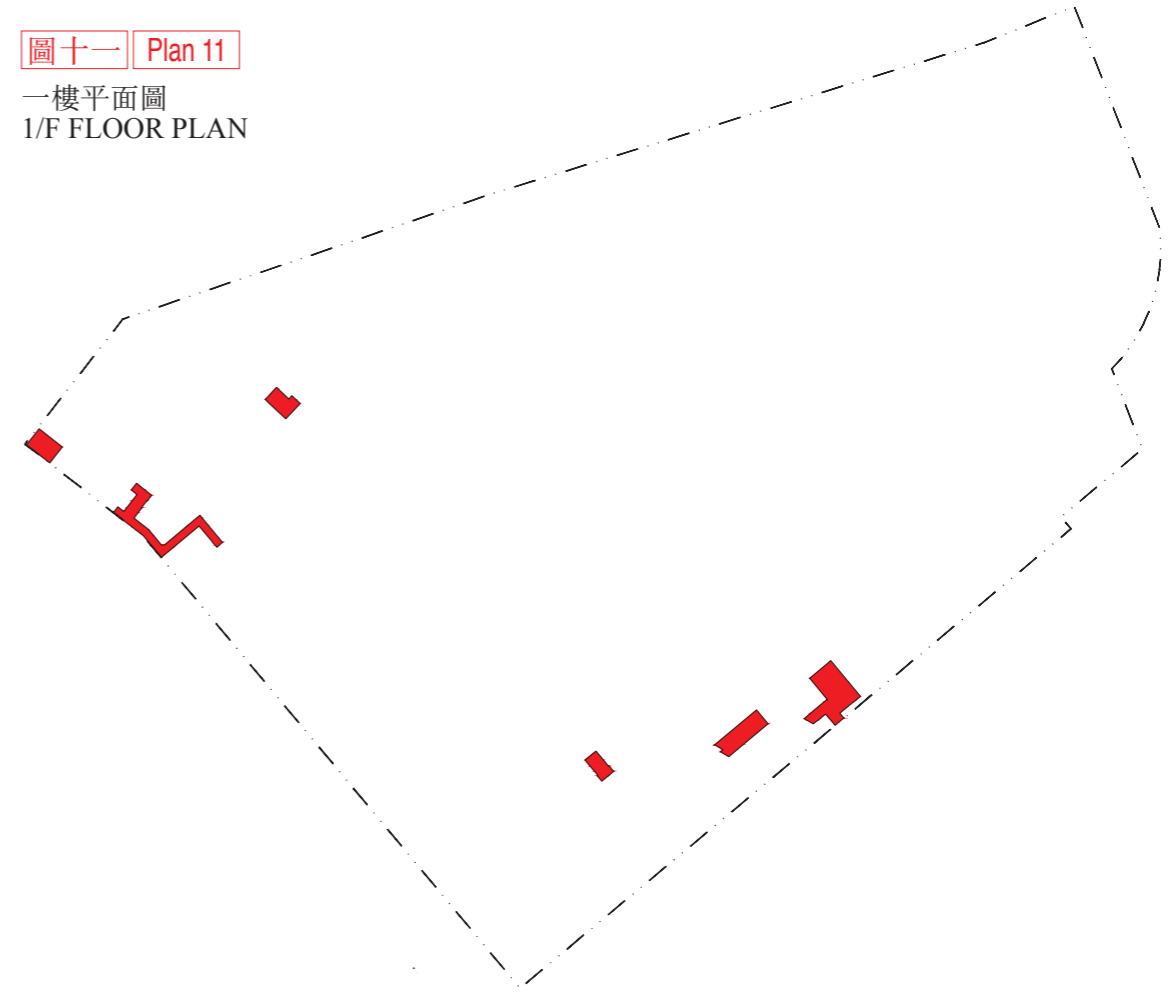
比例 Scale:



圖十 Plan 10
地下平面圖
G/F FLOOR PLAN



圖十一 Plan 11
一樓平面圖
1/F FLOOR PLAN

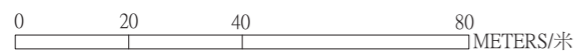


索引圖
KEY PLAN

圖例 Legend :

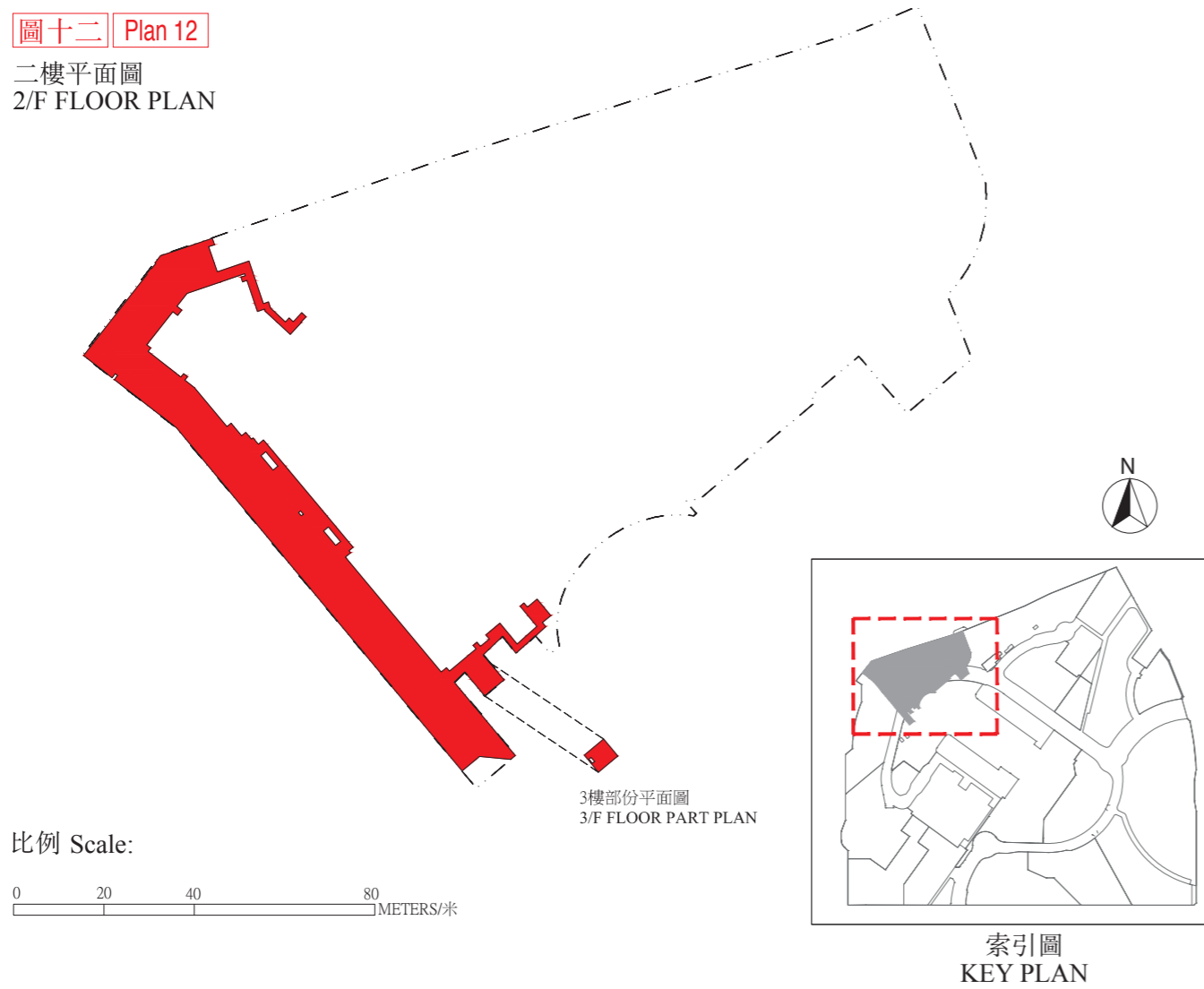
- 已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre

比例 Scale:



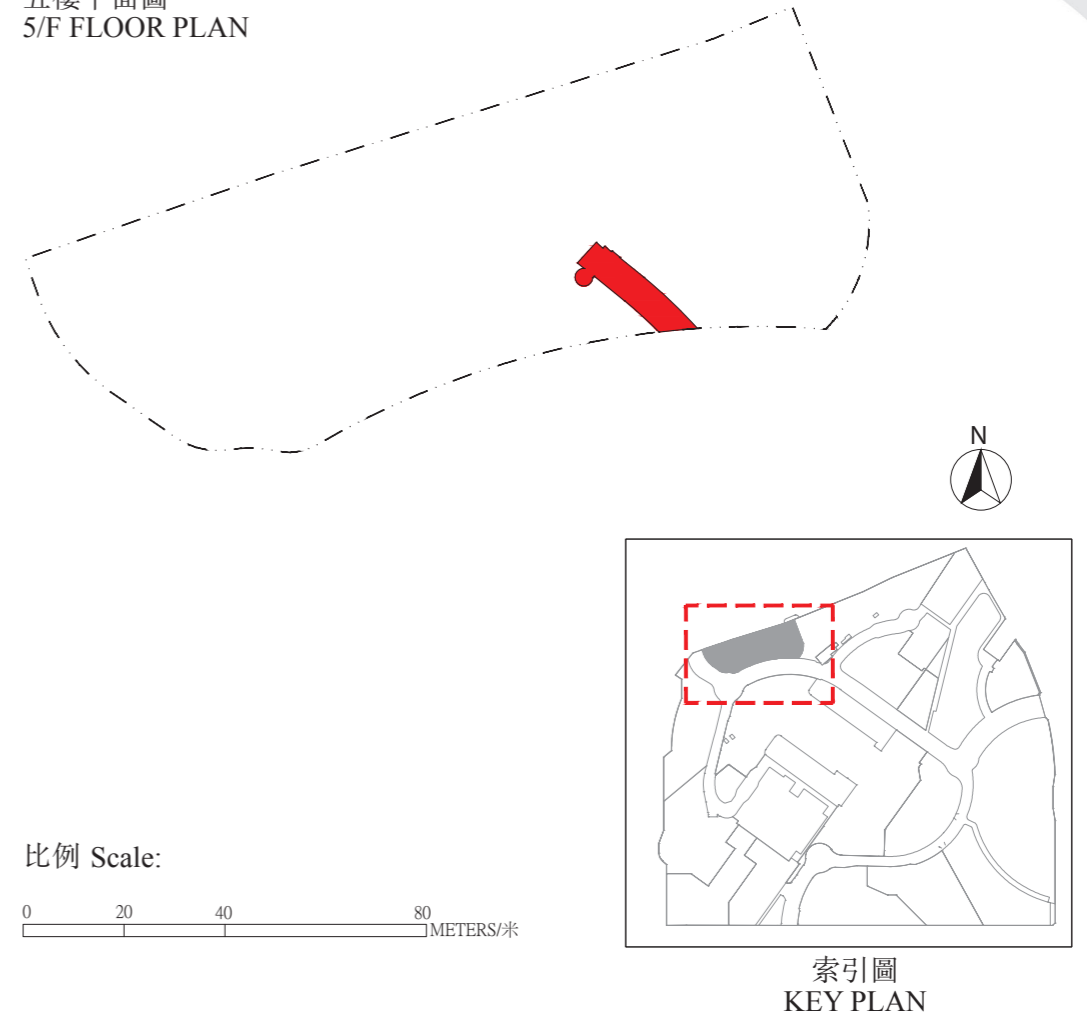
圖十二 Plan 12

二樓平面圖
2/F FLOOR PLAN



圖十三 Plan 13

五樓平面圖
5/F FLOOR PLAN

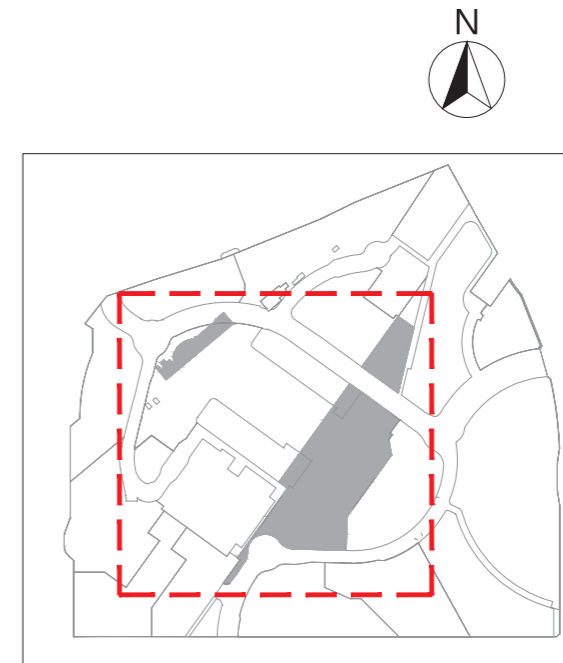
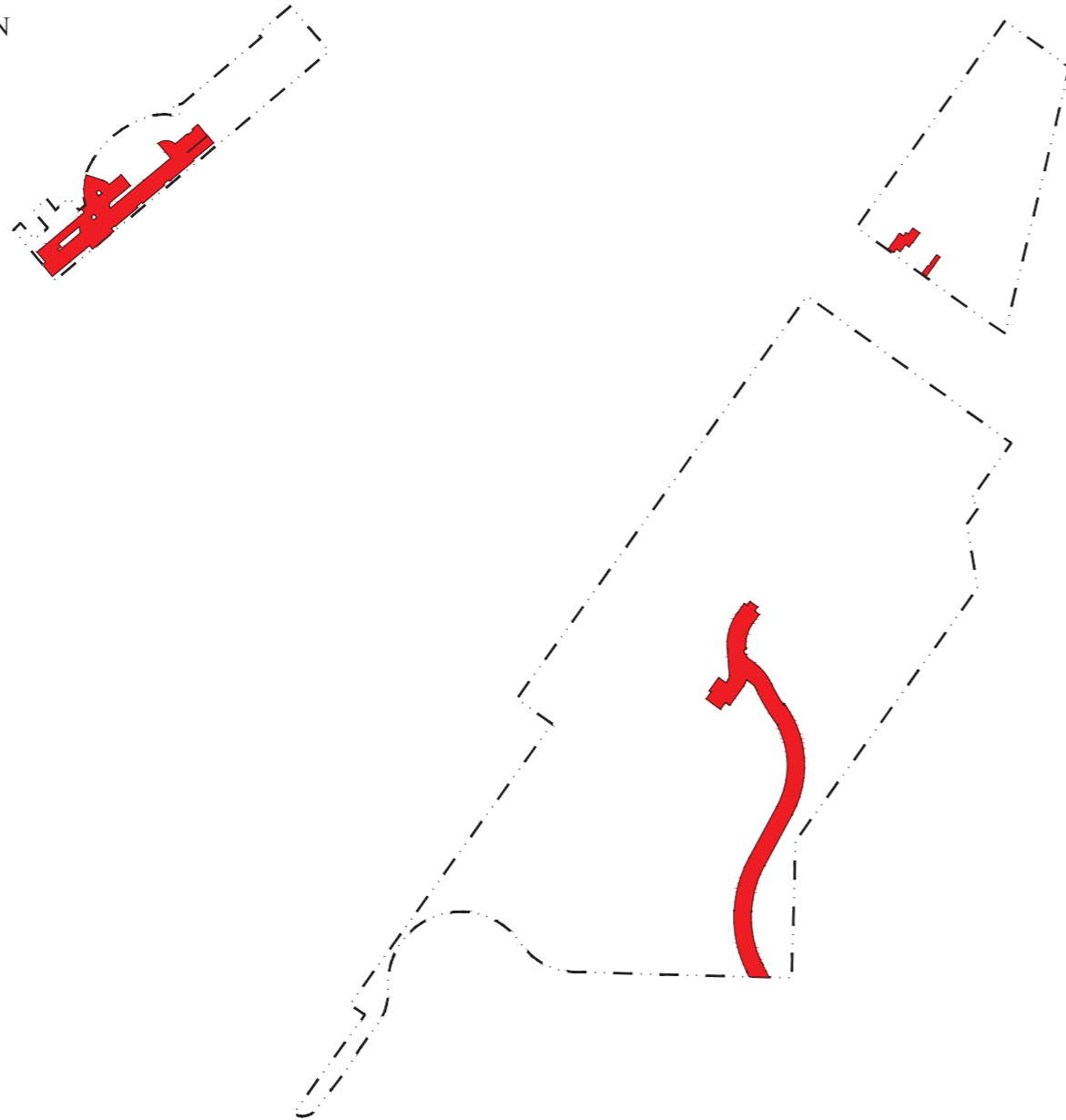


圖例 Legend :

- 已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre


圖十四 Plan 14

二樓平面圖
2/F FLOOR PLAN

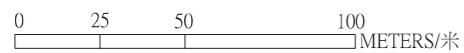


索引圖
KEY PLAN

圖例 Legend :

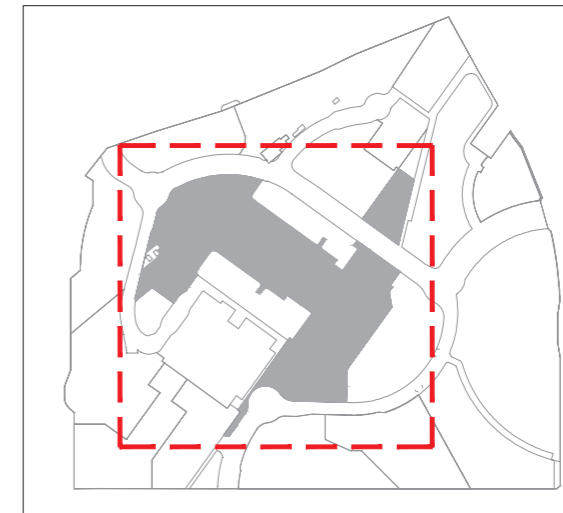
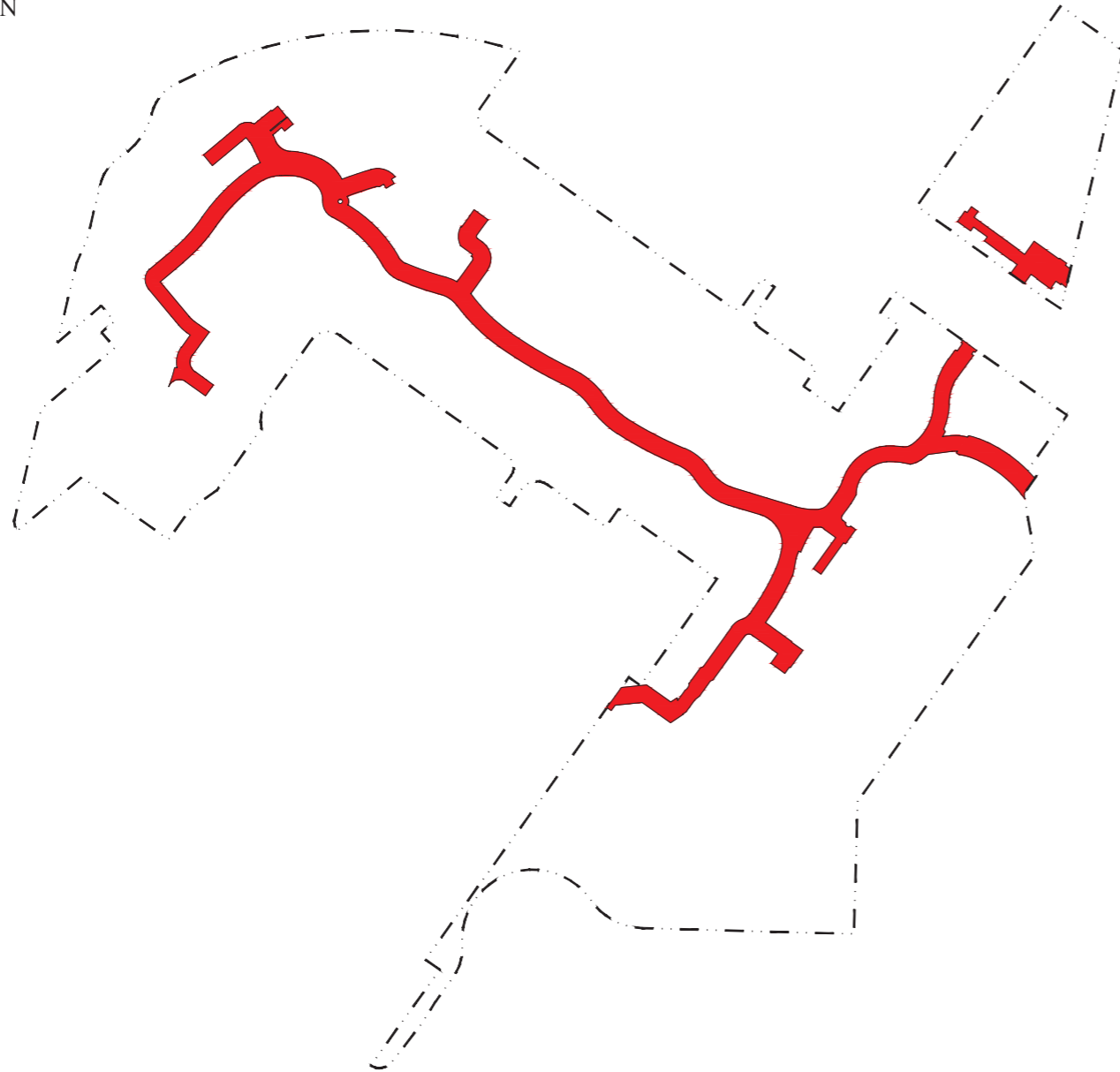
-  擬建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
Proposed 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre

比例 Scale:




圖十五 Plan 15

三樓平面圖
3/F FLOOR PLAN



索引圖
KEY PLAN

圖例 Legend :

-  擬建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方
Proposed 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre

比例 Scale:

