

# Summary of deed of mutual covenant

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### A. Summary of the provisions of the deed of mutual covenant that deal with the common parts of the Phase

1. **“Common Areas”** mean the Non-Station Development Common Areas, and those parts of the Residential Development, the Commercial Development, the Office Development, the Car Park or the Hotel Development as are designated common areas in any Sub-Deed of Mutual Covenant or Deed Poll entered into pursuant to the Principal Deed of Mutual Covenant and Management Agreement dated 30 March 1999 and registered in the Land Registry by Memorial No.UB7732245 (**“Principal DMC”**);
2. **“Common Services and Facilities”** mean the Non-Station Development Common Services and Facilities, and those services and facilities of the Residential Development, the Commercial Development, the Office Development, the Car Park or the Hotel Development as are designated common services and facilities in any Sub-Deed of Mutual Covenant or Deed Poll entered into pursuant to the Principal DMC.
3. **“Non-Station Development Common Areas”** mean those parts of the Development (as defined in the Principal DMC) (excluding any part of the Station (as defined in the Principal DMC)) which when constructed as part of a Phase (as defined in the Principal DMC) are intended for use by Owners (as defined in the Principal DMC) of the Non-Station Development (as defined in the Principal DMC) as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (as defined in the Principal DMC) (whether within or outside the boundaries of the land registered in the Land Registry as Kowloon Inland Lot No.11080); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space (as defined in the Principal DMC), Podium Deck (as defined in the Principal DMC), the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development.

4. **“Non-Station Development Common Services and Facilities”** mean those facilities constructed or to be constructed in on or under the Development (excluding any in on or under the Station) and which serve the Non-Station Development as a whole including, but not limited to, sewers, gutters, drains, watercourses, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; communal television and radio aerials, satellite signal or cable television receiving equipment and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, equipment and apparatus; refuse disposal equipment; lifts; air-conditioners and fans; and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of the Non-Station Development as part of the amenities thereof and not for the sole benefit of any Owner or group of Owners in a Phase of the Development.
5. **“Private Recreational Areas and Facilities”** mean the private recreational facilities and ancillary facilities as are approved by the Director (as defined in the Principal DMC) pursuant to the provisions of Special Condition (43)(a)(i) of the Government Grant (as defined in the Principal DMC) which now are or may at any time during the Term (as defined in the Principal DMC) be provided for the benefit of the Owners and occupiers of the Development and their bona fide visitors or a part or parts of it.
6. **“Common Areas of Phase VI”** mean collectively:
  - (a) Phase VI Car Park Common Areas;
  - (b) Phase VI Hotel/Service Apartment/Residential Common Areas;
  - (c) Phase VI Hotel/Service Apartment Common Areas;
  - (d) Phase VI Service Apartment/Residential Common Areas;
  - (e) Phase VI Common Areas; and
  - (f) those parts of the Phase VI Residential Development and Phase VI Service Apartment Accommodation (all as defined in the Sub-Deed of Mutual Covenant and Management Agreement dated 8 January 2010 and registered in the Land Registry by Memorial No.10012502270028 (**“Sub-DMC”**)) as are designated as common areas in any Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the Principal DMC;

but excluding any areas serving the two hotels of the Phase VI Hotel Accommodation (as defined in the Sub-DMC) exclusively and which for the avoidance of doubt are areas being part of the Phase VI Hotel Accommodation.

7. **“Common Services and Facilities of Phase VI”** mean collectively:
  - (a) Phase VI Car Park Common Services and Facilities;
  - (b) Phase VI Hotel/Service Apartment/Residential Common Services and Facilities;
  - (c) Phase VI Hotel/Service Apartment Common Services and Facilities;
  - (d) Phase VI Service Apartment/Residential Common Services and Facilities;
  - (e) Phase VI Common Services and Facilities; and
  - (f) those services and facilities of the Phase VI Residential Development and Phase VI Service Apartment Accommodation as are designated as common services and facilities in any Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed pursuant to the Principal DMC;but excluding any common services and facilities serving the two hotels of the Phase VI Hotel Accommodation exclusively and which for the avoidance of doubt are services and facilities being part of the Phase VI Hotel Accommodation.
8. **“Phase VI Car Park Common Areas”** mean those parts of the Phase VI Car Park (as defined in the Sub-DMC) intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Car Park and the car parking spaces forming parts of the Phase VI Hotel Accommodation including, but not limited to, all accessory areas, circulation passages, void spaces, entrances, ramps, driveways and the external walls (including curtain walls) of the Phase VI Car Park but excluding anything contained in the Non-Station Development Common Areas.
9. **“Phase VI Hotel/Service Apartment/Residential Common Areas”** mean those parts of Phase VI (as defined in the Sub-DMC) which are intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Hotel Accommodation, Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained within the Non-Station Development Common Areas, Phase VI Common Areas, Phase VI Car Park Common Areas, Phase VI Hotel/Service Apartment Common Areas and Phase VI Service Apartment/Residential Common Areas.

10. **“Phase VI Hotel/Service Apartment Common Areas”** mean those parts of Phase VI intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Hotel Accommodation and Phase VI Service Apartment Accommodation but excluding anything contained in the Non-Station Development Common Areas, Phase VI Common Areas, Phase VI Hotel/Service Apartment/Residential Common Areas, Phase VI Car Park Common Areas and Phase VI Service Apartment/Residential Common Areas.
11. **“Phase VI Service Apartment/Residential Common Areas”** mean those parts of Phase VI intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained in the Non-Station Development Common Areas, Phase VI Common Areas, Phase VI Hotel/Service Apartment/Residential Common Areas, Phase VI Car Park Common Areas and Phase VI Hotel/Service Apartment Common Areas.
12. **“Phase VI Common Areas”** mean those parts of Phase VI which are intended for use by the Owners of more than one constituent parts of Phase VI, namely Phase VI Car Park, Phase VI Hotel Accommodation, Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Retained Areas and not for the sole benefit of the Owners of only one constituent part including, but not limited to, the foundations and structure of the buildings erected on Phase VI and all other communal areas within Phase VI but excluding anything contained within the Non-Station Development Common Areas, Phase VI Car Park Common Areas, Phase VI Hotel/Service Apartment Common Areas, Phase VI Service Apartment/Residential Common Areas and Phase VI Hotel/Service Apartment/Residential Common Areas.
13. **“Phase VI Car Park Common Services and Facilities”** mean those services and facilities in on or under Phase VI and which serve the Phase VI Car Park and the car parking spaces forming parts of the Phase VI Hotel Accommodation including, but not limited to, plant and machinery, electrical installations fittings and equipment, barriers, guard houses, collection booths and water supply apparatus but excluding anything contained in the Non-Station Development Common Services and Facilities.



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14. **“Phase VI Hotel/Service Apartment/Residential Common Services and Facilities”** mean those services and facilities in on or under Phase VI and which serve the Phase VI Hotel Accommodation, Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained within the Non-Station Development Common Services and Facilities, Phase VI Common Services and Facilities, Phase VI Car Park Common Services and Facilities, Phase VI Hotel/Service Apartment Common Services and Facilities and Phase VI Service Apartment/Residential Common Services and Facilities.
15. **“Phase VI Hotel/Service Apartment Common Services and Facilities”** mean those services and facilities in on or under Phase VI and which serve the Phase VI Hotel Accommodation and Phase VI Service Apartment Accommodation but excluding anything contained in the Non-Station Development Common Services and Facilities, Phase VI Common Services and Facilities, Phase VI Hotel/Service Apartment/Residential Common Services and Facilities, Phase VI Car Park Common Services and Facilities and Phase VI Service Apartment/Residential Common Services and Facilities.
16. **“Phase VI Service Apartment/Residential Common Services and Facilities”** mean those services and facilities in on or under Phase VI and which serve the Phase VI Service Apartment Accommodation and Phase VI Residential Development but excluding anything contained in the Non-Station Development Common Services and Facilities, Phase VI Common Services and Facilities, Phase VI Hotel/Service Apartment/Residential Common Services and Facilities, Phase VI Car Park Common Services and Facilities and Phase VI Hotel/Service Apartment Common Services and Facilities.
17. **“Phase VI Common Services and Facilities”** mean those facilities constructed or to be constructed in on or under Phase VI and which serve more than one constituent parts of Phase VI, namely Phase VI Car Park, Phase VI Hotel Accommodation, Phase VI Residential Development, Phase VI Service Apartment Accommodation and Phase VI Retained Areas (as defined below) and not for the sole benefit of the Owners of only one constituent part including, but not limited to, any installations, systems, plant, equipment apparatus, fittings, services and facilities used or installed in or for the benefit of Phase VI as part of the amenities thereof but excluding anything contained within the Non-Station Development Common Services and Facilities, Phase VI Car Park Common Services and Facilities, Phase VI Hotel/Service Apartment Common Services and Facilities, Phase VI Service Apartment/Residential Common Services and Facilities and Phase VI Hotel/Service Apartment Common Services and Facilities.
18. **“Phase VI Recreational Areas and Facilities”** mean the covered landscape areas, the gardens, sky gardens and grounds within Phase VI and any other recreational facilities and club houses erected within Phase VI pursuant to the provisions of Special Condition No.(43)(a)(i) of the Government Grant which now are or may at any time during the term be provided for the benefit of the Owners and occupiers of the Phase VI Residential Development and Phase VI Service Apartment Accommodation and their bona fide visitors all of which shall form part of the Private Recreational Areas and Facilities under the Principal DMC;
19. Those common parts of the Phase as mentioned in paragraphs 6(f) and 7(f) above include the following under a Sub-Sub-Deed of Mutual Covenant dated 8 January 2010 and registered in the Land Registry by Memorial No.10012502270033 (**“Sub-Sub-DMC”**):
- (a) **“Phase VI Residential Common Areas”**, which mean those parts of the Phase VI Residential Development intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Residential Development including, but not limited to, entrances (including the decorative panels above the entrance door and wall lights at the entrance of each Phase VI Residential Unit (as defined in the Sub-DMC)), lobbies, staircases, landings, corridors and passages, loading and unloading bays, lift wells, plant and equipment rooms, hopper-rooms, the external walls (including curtain walls) of the Phase VI Residential Development, roofs but excluding anything contained within the Non-Station Development Common Areas, Phase VI Hotel/Service Apartment/Residential Common Areas, Phase VI Car Park Common Areas, Phase VI Hotel/Service Apartment Common Areas, Phase VI Service Apartment/Residential Common Areas, Phase VI Common Areas and Phase VI Service Apartment Common Areas (as defined below);
- (b) **“Phase VI Residential Common Services and Facilities”**, which mean those services and facilities in on or under Phase VI of the Development and which serve the Phase VI Residential Development and not otherwise for the exclusive use of any one or more Owners, occupiers and licensees of Phase VI Residential Units including but not limited to, ducting, pipes, cables, wiring, plant and machinery, electrical installations, communal aerial broadcast distribution system, fittings, equipment and apparatus, artificial lighting and backup emergency systems for the Tower (as defined in the Sub-DMC) staircases and lifts but excluding anything contained in the Non-Station Development Common Services and Facilities, Phase VI Hotel/Service Apartment/Residential Common Services and Facilities, Phase VI Car Park Common Services and Facilities, Phase VI Hotel/Service Apartment Common Services and Facilities, Phase VI Service Apartment/Residential Common Services and Facilities, Phase VI Common Services and Facilities and Phase VI Residential Common Services and Facilities.
- (c) **“Phase VI Service Apartment Common Areas”**, which mean those parts of the Phase VI Service Apartment Accommodation intended for the common use and benefit of the Owners, occupiers and licensees of the Phase VI Service Apartment Accommodation including, but not limited to, entrances (including the decorative panels above the entrance door and wall lights at the entrance of each Phase VI Service Apartment (as defined in the Sub-DMC)), lobbies, staircases, landings, corridors and passages, loading and unloading bays, lift wells, plant and equipment rooms, hopper-rooms, the external walls (including curtain walls) of the Phase VI Service Apartment Accommodation, upper roofs but excluding anything contained within the Non-Station Development Common Areas, Phase VI Hotel/Service Apartment/Residential Common Areas, Phase VI Car Park Common Areas, Phase VI Hotel/Service Apartment Common Areas, Phase VI Service Apartment/Residential Common Areas, Phase VI Common Areas and Phase VI Residential Common Areas; and
- (d) **“Phase VI Service Apartment Common Services and Facilities”**, which mean those services and facilities in on or under Phase VI of the Development and which serve the Phase VI Service Apartment Accommodation and not otherwise for the exclusive use of any one or more Owners, occupiers and licensees of Phase VI Service Apartment Accommodation including but not limited to, ducting, pipes, cables, wiring, plant and machinery, electrical installations, communal aerial broadcast distribution system, fittings, equipment and apparatus, artificial lighting and backup emergency systems for the Tower staircases and lifts but excluding anything contained in the Non-Station Development Common Services and Facilities, Phase VI Hotel/Service Apartment/Residential Common Services and Facilities, Phase VI Car Park Common Services and Facilities, Phase VI Hotel/Service Apartment Common Services and Facilities, Phase VI Service Apartment/Residential Common Services and Facilities, Phase VI Common Services and Facilities and Phase VI Residential Common Services and Facilities.
20. The Managers shall have the power and duty to maintain and keep in good repair and condition the Common Areas and the Common Services and Facilities.
21. Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and in the Principal DMC be held by the person or persons from time to time entitled thereto together with for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Building Rules and Fitting Out Rules, the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the Principal DMC, including but not limited to the following rights, easements and privileges:
- (A) Rights, easements and privileges applicable to all Owners of the Development
- (a) Full right and liberty for the Owner for the time being, his servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) to go, pass and repass over and along and upon the Non-Station Development Common Areas for all purposes connected with the proper use and enjoyment of his Unit.
- (b) Full right and liberty for the Owner for the time being, his agents and licensees (in common with all other persons having the like right) of a Unit in the Development to use for the purpose of recreation only and subject to the rules regulations and fees prescribed for their use by the Managers, the Private Recreational Areas and Facilities intended for use by that Owner as specified in any Sub-Deed of Mutual Covenant but not any other of the Private Recreational Areas and Facilities intended for use by Owners of the other parts of the Development PROVIDED that in exercising such right no Owner shall damage or interfere with or permit or suffer to be damaged or interfered with, the general amenities, plant, equipment or services provided.

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### (B) Rights, easements and privileges applicable to FSI as Owner of the Government Accommodation

The right for FSI its lessees, tenants, licensees, and others authorised by it or the Owners or occupiers for the time being of the Government Accommodation or any part thereof free of all costs to go pass and re-pass over and along and to use the Common Areas in connection with the proper use and enjoyment of the Government Accommodation or any parts thereof and to use and receive the benefit of the Common Services and Facilities.

22. Each Share shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant and in the Principal DMC be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the Principal DMC, including but not limited to the following exceptions and reservations:

### (A) Rights of the Managers

(a) Full right and privilege for the Managers, with or without surveyors, workmen and others, at all reasonable times on prior reasonable notice (except in case of emergency) to enter on and into each and every part of the Land and the Development including each Unit other than the Station and the Reserved Areas except with the prior consent in writing of MTR and the Government Accommodation except with the consent (save in case of emergency) of the Owner or occupier for the time being of the Government Accommodation for the purposes of inspecting, rebuilding, repairing, renewing, replacing, renovating, maintaining, cleaning, painting or decorating the structure of the Non-Station Development, the Common Areas, and Common Services and Facilities or any part or parts thereof, or any Unit in respect of which the Owner shall be in default of its obligations to repair and maintain or for the exercise and carrying out of any of their powers and duties under the provisions of the Principal DMC causing as little disturbance as is reasonably practicable and making good any damage caused thereby.

(b) The rights for the Managers 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 building 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 Conditions (54) and (55) of the Government Grant.

### (c) The right for the Managers to authorise by way of licence:

(i) subject to the prior approval of the Development Owners Committee the use of external walls forming part of the Non-Station Development Common Areas (other than the external walls of the Government Accommodation) for advertising purposes and, subject to the consent of the Director, to permit the installation or erection of posters or other advertising signs or structures (whether illuminated or not) with the right to remove, repair, maintain, service or replace the same and to obtain electricity from the building or structure nearest in proximity to such advertising posters signs and other structures;

(ii) subject to the prior approval of the relevant Owners Sub-Committee of the part of the Non-Station Development affected the roofs and/or upper roofs forming part of the Non-Station Development Common Areas for the installation of telecommunication system and equipment and other communication device and equipment, on terms and conditions as it deems fit provided always that the prior approval of the relevant Government authorities concerned (if necessary) is obtained; and

(iii) subject to the prior approval of the relevant Owners Sub-Committee of the part of the Non-Station Development affected such part of the transfer plate of any residential tower forming part of the Common Areas suitable for the purposes of a patio to the Owner of the Unit of the Residential Development adjacent thereto on terms and conditions as it deems fit;

Provided Always that :-

(1) any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected;

(2) the rights and interest of the Owners shall not be adversely affected;

(3) the licensee shall be responsible for and at its cost and expense keep and maintain in good condition those parts of the Common Areas so licensed on or to which such posters and other advertising signs, telecommunication systems and equipment or structures shall so be displayed, installed, erected or affixed; and

(4) all licence fees or other income received by the Managers shall be applied by them in accordance with Clause 7 of Section J of the Principal DMC.

### (B) Rights of the MTR

For so long as MTR remains the beneficial owner of any Share, 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:

(a) At all times with contractors, servants, agents, workmen or other persons authorised, to enter into and upon any part of the Land and the Development other than the Government Accommodation unless entry is unavoidable, when in that event it shall be subject to prior reasonable notice with all necessary tools, equipment, plant and materials and (if necessary) to use on a temporary basis only the Common Areas and Common Services and Facilities for the purpose of transportation and passage through and the storage of building materials and equipment for the purpose of:

(i) completing or commissioning the construction of any part of the Land and the Development either alone or in conjunction with any adjacent land or adjacent buildings in such manner and with such materials as MTR in its absolute and unfettered discretion shall deem fit;

(ii) carrying out any works or repairs or maintenance which it considers necessary to prevent any damage to, or for preventing or rectifying any works by the Owners or any of them or the Managers which may in the opinion of MTR have the effect of endangering or causing damage to the Mass Transit Railway, the Station or the Mass Transit Railway Structures and Installations and in this event the costs thereof shall be a debt due to the MTR repayable on demand by the Managers out of the management funds;

(iii) constructing and commissioning the proposed future extension of the Mass Transit Railway in, upon and through the Reserved Areas;

(iv) constructing future pedestrian accessways connecting the Non-Station Development to the Station;

(v) carrying out other works in under on or over the Land and the Development as it shall require from time to time.

(b) Subject to the prior written consent of the Director, to assign the Common Areas and Common Services and Facilities or any part or parts thereof together with the Shares relating thereto to the Managers, without consideration, for the general benefit of the Owners Provided that upon such assignment such areas and facilities shall be held by the Managers as trustee for all the Owners and if the Managers shall resign or be wound up or are removed in accordance with the provisions of Clause 2 of Section H of the Principal DMC and another manager appointed in their place, or if required by an Owners Incorporation for the Non-Station Development formed under the Building Management Ordinance then the Managers or their liquidator shall assign such Common Areas and Common Services and Facilities together with the Shares relating thereto (if any) to the new manager or Owners Incorporation (as appropriate) upon the same trusts.

(c) To designate any part of the Reserved Areas to be Common Areas or Common Services and Facilities either as Non-Station Development Common Areas or Non-Station Development Common Services and Facilities or attributable to the Residential Development, the Commercial Development, the Office Development, the Car Park or the Hotel Development subject to the prior approval of the Development Owners Committee.

(d) MTR shall have the exclusive right and privilege subject only to the provisions of Special Condition (58)(a)(ii)(2) of the Government Grant and obtaining the prior written consent of the Director to allocate Shares to each Phase of the Development and to each Unit in and the Common Areas of that Phase and to allocate Management Units to each Unit in that Phase.



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- (e) Subject only to obtaining the prior written consent of the Director to allocate and re-allocate Shares to any particular part of the Development following the issue of an Occupation Permit in respect of that particular part and to each Unit and the Common Areas and Common Service and Facilities and to allocate and re-allocate Management Units to each Unit thereto necessitated by any change in gross floor area.
- (f) Subject to the approval of the Development Owners Committee to amend, vary, alter, add to, modify or substitute any part of the Common Areas and Common Services and Facilities Provided Always that the physical use and enjoyment of the Units by the Owners shall not be adversely affected and no such amendment, variation, alteration, addition, modification or substitution shall give to the Owners any right of action against MTR Provided That the Common Areas and Common Services and Facilities shall not be reduced.
- (g) To construct maintain lay alter remove re-route and renew drains, pipes, cables, sewers and other installations, fittings, chambers and other structures within the Land and the Development (other than the services and facilities solely serving the Government Accommodation) or partly within the Land and the Development (other than the services and facilities solely serving the Government Accommodation) and adjoining land to supply utilities services and recreational facilities to the Land and the Development and/or to any other adjoining adjacent or neighbouring lands and to grant the right so to do any of the aforesaid to any person on such terms and conditions as MTR may deem fit.
- (h) subject to the approval of the Development Owners Committee to grant any rights, rights of way or easements or quasi-easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, recreational areas and facilities, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water and electricity storage, transformation and supply systems) over any part or parts of the Non-Station Development Common Areas and the Non-Station Development Common Services and Facilities or the Private Recreational Areas and Facilities or to grant any similar rights by licence for the benefit of any adjoining or neighbouring lands on such terms and conditions and to such persons as MTR shall deem fit. Provided Always that any money received from the grant any such rights shall form part of the Management Funds and Provided That following the issue of an Occupation Permit for the final Phase of the Development the exercise of the rights in this Sub-Clause is subject to the prior approval of the Development Owners Committee.
23. For the benefit of the Owners and the occupiers for the time being of the Units there shall be Building Rules and Fitting-Out Rules regulating the use, occupation, maintenance and environmental control of the Non-Station Development and of any of the Common Areas (including the Private Recreational Areas and Facilities), and the Common Services and Facilities and the conduct of persons occupying, visiting or using the same and such Building Rules and Fitting-Out Rules shall be binding on the Owners and their tenants, licensees, servants and agents other than the Owner of the Government Accommodation save insofar as is necessary to preserve the benefit of any warranties from time to time in existence.
24. MTR shall at its own cost and expense prepare the first Maintenance Manual for the Works and Installations for the reference of the Owners of Units in Phase VI and the Managers setting out, inter alia, the following details:
- The Managers shall on behalf of and at the cost and expense of the Owners of Units in Phase VI inspect, maintain and carry out all necessary works for the Common Areas of Phase VI and the Common Services and Facilities of Phase VI including those part or parts of the Works and Installations forming part of the Common Areas of Phase VI and the Common Services and Facilities of Phase VI.
25. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC and the Sub-DMC be held by the person or persons from time to time entitled thereto together with, if and for so long as an owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Phase VI House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the Sub-DMC, including but not limited to the following easements, rights and privileges:
- Full right and liberty for the Owner for the time being, his servants, agents, licensees and tenants:
- (a) of a Phase VI Residential Unit to go, pass and repass over and along and upon:
- (i) the Phase VI Service Apartment/Residential Common Areas;
- (ii) the Phase VI Hotel/Service Apartment/Residential Common Areas;
- (iii) the Phase VI Common Areas;
- (iv) such parts of the Phase VI Hotel Accommodation as shown for identification purpose only coloured light indigo and honeycombed in black on the plans annexed to the Sub-DMC; and
- (v) such parts of the Phase VI Service Apartment Accommodation as shown for identification purpose only coloured red and cross hatched in black on the plans annexed to the Sub-DMC;
- in common with all others having the like right;
- (b) of a Phase VI Service Apartment to go, pass and repass over and along and upon:
- (i) the Phase VI Hotel/Service Apartment Common Areas;
- (ii) the Phase VI Service Apartment/Residential Common Areas;
- (iii) the Part VI Hotel/Service Apartment/Residential Common Areas;
- (iv) the Phase VI Common Areas;
- (v) such parts of the Phase VI Hotel Accommodation as shown for identification purpose only coloured light indigo and honeycombed in black, and coloured light indigo and hatched in black on the plans annexed to the Sub-DMC; and
- (vi) such parts of the Phase VI Residential Development as shown for identification purpose only coloured pink and hatched in black on the plans annexed to the Sub-DMC;
- in common with all others having the like right;
- (c) of the Phase VI Hotel Accommodation to go, pass and repass over and along and upon:
- (i) the Phase VI Hotel/Service Apartment Common Areas;
- (ii) the Phase VI Hotel/Service Apartment/Residential Common Areas;
- (iii) the Phase VI Common Areas;
- (iv) the Phase VI Car Park Common Areas; and
- (v) such parts of the Phase VI Service Apartment Accommodation as shown for identification purpose only coloured red with triangles in black on the plans annexed to the Sub-DMC;
- in common with all others having the like right;
- (d) of a Phase VI Car Parking Space to go, pass and repass over and along and upon the Phase VI Car Park Common Areas and the Phase VI Common Areas in common with all others having the like right;
- (e) of the Phase VI Retained Areas to go, pass and repass over and along and upon the Phase VI Hotel/Service Apartment/Residential Common Areas in common with all others having the like right;
- for all purposes connected with the proper use and enjoyment of his Unit.
26. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC and the Sub-DMC be held by the person or persons from time to time entitled thereto subject to the exceptions and reservations set out in Part II of the Second Schedule to the Sub-DMC, including but not limited to the following exceptions and reservations:
- (a) Easements, rights and privileges set out in Part II of the Second Schedule of the Principal DMC;



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- (b) The right for the Owners of Site E and Site M of the Development to construct in their existing positions at the date of the Sub-DMC services and facilities (including but not limited to drainage, fire fighting and detection smoke extraction) serving Site E and Site M respectively only in, on or through such Common Areas of Phase VI and Phase VI Hotel Accommodation or, where necessary, to connect to any duct forming part of Phase VI and the right of access for the Owners of Site E and Site M (as the case may be) and their agents, contractors, workmen or servants over Phase VI with all necessary tools, plant, equipment and materials for the purpose of repairing, maintaining and renewing all such services and facilities Provided That prior to carrying out any works within Phase VI the Owners of Site E and Site M (as the case may be) shall obtain the prior written approval of the Owners of Phase VI such consent not to be unreasonably withheld or delayed and Provided Further that the persons carrying out such work shall do so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI as is reasonable and shall make good any damage caused and provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.
- (c) (i) The right for the Owners of Site E to install and maintain communal aerial broadcast distribution system and telecommunication facilities and equipment, which serve Site E exclusively, in the Communication Network Facilities and Areas and associated facilities and equipment in, on or through the Common Areas of Phase VI together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Phase VI with all necessary tools, materials, plant and equipment for the purpose of installing, repairing, maintaining and renewing all such communal aerial broadcast distribution system, telecommunication facilities and equipment and associated facilities and equipment Provided That the Owners of Site E shall obtain the prior approval of the Phase VI Owners Sub-Committee before carrying out any works at areas of Phase VI outside the Communication Network Facilities and Areas pursuant to this clause and the persons carrying out such work shall do so in a reasonable and responsible manner causing as little damage and disturbance to Phase VI as is reasonable and shall make good any damage caused and Provided further that the exercise of such rights shall not interfere with or disturb the reasonable enjoyment by an Owner of the Unit which he owns.
- (ii) The right for the Owners of Site E to connect to and utilise the communal aerial broadcast distribution system forming part of the Common Services and Facilities of Phase VI and in connection with such purpose to install and maintain cables, optic fibres and associated wiring, equipment and facilities, which serve Site E exclusively, in, on or through such parts of the Common Areas of Phase VI to be designated by the Managers together with the right of access for the Owners of Site E and their agents, contractors, workmen or servants over Phase VI with all necessary tools, materials, plant and equipment for the purpose of installing, repairing, maintaining and renewing such cables, optic fibres and associated wiring Provided that the Owners of Site E shall contribute to the costs of repair and maintenance of the communal aerial broadcast distribution system in such reasonable proportion as the Managers shall reasonably determine.
- (iii) The right of way for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass over and through such area in Phase VI Hotel Accommodation along the route as shown coloured light indigo and long dash in black on plans annexed to the Sub-DMC for the purpose of gaining access to or egress from the Retail Development in Site E.
- (iv) The right for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through such parts of Phase VI Hotel Accommodation along the route as shown coloured light indigo and long dash in black on the First Floor Plan annexed to the Sub-DMC the purposes of access and egress to and from and the inspection of and repair, maintenance and renewal of the pick-up and drop-off area of Site E at Podium Floor and the equipment and facilities installed therein.
- (v) The right for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through the Common Areas of Phase VI for access to and from and to use the building management utilities forming part of the Common Services and Facilities of Phase VI for the purpose of cleaning, repairing and maintaining the façade of Site E Provided that the Owners of Site E shall pay a charge to the Managers for each usage of such building management utilities and the amount of such charge shall be reasonably determined by the Managers based on the maintenance costs and labour costs of such building management utilities pro rata between the Owners of Phase VI and the Owners of Site E according to the frequency of usage by each Site and all such charge received shall be credited to the Capital Fund for Phase VI.
- (vi) The right of way for the Owners of Site E, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass over the pedestrian corridors and passageways of Phase VI along the route as shown coloured light orange and stippled in black, and coloured light green and stippled in black on plans annexed to the Sub-DMC for the purposes of escape in an emergency.
- (d) (i) The right of way for the Owners of Site M, their servants, agents, licensees and tenants (in common with all others having the like right) to go pass and repass the pedestrian corridors and passageways of Phase VI along the route as shown coloured light orange and stippled in black, and coloured light green and stippled in black on plans annexed to the Sub-DMC for the purposes of escape in an emergency.
- (ii) The right for the Owners of Site M, their servants, agents, licensees and tenants (in common with all others having the like right) together with contractors and workmen and tools, equipment, plant and materials to go pass and repass over and through any part of the Common Areas of Phase VI for the purpose of gaining access to or egress from the services of the Station situated in Phase VI so as to enable the Owners of Site M to repair and maintain such services of the Station on a 24-hour basis Provided That the Owners of Site M shall cause as little disturbance as is possible and shall make good any damage caused.
- (e) In respect of any flat roof forming part of a Unit, the right for the Managers, its servants, agents, contractors and persons duly authorised on prior reasonable notice to enter upon the flat roof for the purposes of operating the cleaning gondola stored on the upper roof(s) forming part of the Common Areas of Phase VI.
27. Each Share allocated to the Phase VI Residential Unit and Phase VI Service Apartment of Phase VI of the Development shall during the residue of the Term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC, the Sub-DMC and the Sub-Sub-DMC be held by the person or persons from time to time entitled thereto together with, if and for so long as an Owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Phase VI House Rules the benefit, insofar as applicable, the full right and liberty for the Owner for the time being, his servants, agents and licensees and tenants :
- (a) of a Phase VI Residential Unit to go, pass and repass over and along and upon the Phase VI Residential Common Areas and such parts of the Phase VI Service Apartment Common Areas as shown for identification purpose only coloured red and cross hatched in black on the plans annexed to the Sub-Sub-DMC in common with all others having the like right;
- (b) of a Phase VI Service Apartment to go, pass and repass over and along and upon the Phase VI Service Apartment Common Areas and such parts of the Phase VI Residential Common Areas as shown for identification purpose only coloured yellow and hatched in black on the plans annexed to the Sub-Sub-DMC in common with all others having the like right;
- for all purposes connected with the proper use and enjoyment of his Unit.

# Summary of deed of mutual covenant

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

28. The number of undivided shares assigned to each residential property in the Phase is as follows:

Tower	Floor	Flat	Undivided Shares
( T20 - zone 1 )	91/F	A	4225
		C	2364
		D	2519
	87/F - 90/F	A	2018
		B	888
		C	1765
		D	1823
	76/F - 83/F & 85/F - 86/F	A	1899
		B	888
		C	1765
		D	1823
	73/F & 75/F	A	1884
		B	888
		C	1765
		D	1823
	72/F	A	1876
		B	888
		C	1765
		D	1823
	71/F	A	1891
		B	888
		C	1765
		D	1823
	67/F - 70/F	A	1876
B		888	
C		1765	
D		1823	

Tower	Floor	Flat	Undivided Shares
( T20 - zone 2 )	38/F	B	1795
		C	1468
		E	843
	37/F	B	1824
		C	825
		D	837
		E	843
	36/F	A	1187
		B	1371
		C	825
		D	837
	17/F - 23/F, 25/F - 33/F & 35/F	E	843
		A	1144
		B	1431
		C	825
		D	837
	16/F	E	843
		A	1143
		B	1431
		C	825
		D	837
15/F	E	843	
	B	1482	
	C	825	
	D	842	
12/F	A	3387	
	B	1496	
	C	825	
	D	842	

Tower	Floor	Flat	Undivided Shares
( T21 - zone 1 )	91/F	A	2775
		B	2415
		C	4050
		E	1655
	87/F - 90/F	A	2202
		B	1685
		C	1342
		D	1191
		E	1655
	83/F & 85/F - 86/F	A	2202
		B	1685
		C	1344
		D	1190
	82/F	A	2557
B		1685	
C		1342	
D		1173	
67/F - 73/F & 75/F - 81/F	A	1991	
	B	1685	
	C	1330	
	D	1167	
( T21 - zone 2 )	50/F - 52/F, 55/F - 57/F & 59/F - 63/F	A	1796
		B	1672
		C	1322
		D	1167
	37/F & 38/F	D	1167
		A	1839
		B	1659
		C	1318
	29/F - 33/F & 35/F - 36/F	D	1176
		A	1830
		B	1659
		C	1318
	15/F - 23/F & 25/F - 28/F	D	1176
		A	1830
		B	1665
C		1318	
		D	1174

Tower	Floor	Flat	Undivided Shares
( T21 - zone 3 )	81/F	A	1831
		B	2057
		D	1932
	80/F	A	1235
		B	1435
		C	3937
		D	1399
		E	1196
	73/F & 75/F - 79/F	A	1235
		B	1433
		C	2062
		D	1399
		E	1196
	67/F - 72/F	A	1235
		B	1433
C		2062	
D		1399	
E		1199	
( T21 - zone 5 )	51/F - 52/F, 55/F - 57/F & 59/F - 63/F	A	845
		B	822
		C	699
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
		K	558
	50/F	A	855
		C	700
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
		K	558



# Summary of deed of mutual covenant

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Tower	Floor	Flat	Undivided Shares
( T21 - zone 5 )	29/F - 33/F & 35/F - 38/F	A	846
		B	822
		C	698
		D	726
		E	1079
	15/F - 23/F & 25/F - 28/F	A	847
		B	822
		C	698
		D	726
		E	1079
( T21 - zone 6 )	38/F	B	1700
		C	1453
		E	833
	37/F	B	1738
		C	832
		D	836
		E	833
	36/F	A	1207
		B	1357
		C	832
		D	836
		E	833
	16/F - 23/F, 25/F - 33/F & 35/F	A	1165
		B	1417
		C	832
		D	836
		E	833
	15/F	B	1431
		C	832
		D	836
12/F	E	833	
	A	3457	
	B	1490	
	C	832	
	D	841	

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

29. The manager of the Phase shall be appointed for an initial period commencing on the date of the first Occupation Permit in respect of the Development and expiring two years after the date of the Occupation Permit in respect of the final Phase of the Development or on the expiration of the building covenant period under the Government Grant whichever is the earlier and shall thereafter continue from year to year, subject to the provisions for termination contained in the Principal DMC.

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

30. The owners of the residential properties in the Phase shall contribute towards the management expenses in the following manner:

(a) All owners of the residential properties in the Phase (together with others) shall contribute to the expenses of the Non-Station Development Management Budget (as defined in the Principal DMC) in the proportion that the Management Units (as defined in the Principal DMC) attributable to the Units (as defined in the Principal DMC) owned by them (together with others) bears to the total Management Units allocated to the Non-Station Development (as defined in the Principal DMC).

(b) The owners of the residential properties in the Phase (together with others) shall contribute to the expenses of the relevant Phase Management Budget (as defined in the Principal DMC) in the proportion that the Management Units attributable to the Units owned by them (together with others) bears to the total Management Units allocated to the Phase, Provided That where the Manager prepares sub-budgets for the Phase or any part of it, only the expenses which are attributable to the Phase as a whole shall be apportioned in the manner described above and the expenses of any sub-budget shall be paid by the Owners of Units covered by such a sub-budget in the proportion that the Management Units attributable to the Units owned by them bears to the total number of Management Units allocated to all Units covered by such a sub-budget.

31. The number of Management Units allocated to each residential property in the Phase is as follows:

Tower 20

(a) Phase VI Residential Development

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T20-2)	12/F	315	139	77	78	--
	15/F	--	138	77	78	--
	16/F	106	133	77	78	78
	17/F	106	133	77	78	78
	18/F	106	133	77	78	78
	19/F	106	133	77	78	78
	20/F	106	133	77	78	78
	21/F	106	133	77	78	78
	22/F	106	133	77	78	78
	23/F	106	133	77	78	78
	25/F	106	133	77	78	78
	26/F	106	133	77	78	78
	27/F	106	133	77	78	78
	28/F	106	133	77	78	78
	29/F	106	133	77	78	78
	30/F	106	133	77	78	78
	31/F	106	133	77	78	78
	32/F	106	133	77	78	78
	33/F	106	133	77	78	78
	35/F	106	133	77	78	78
36/F	110	127	77	78	78	
37/F	--	169	77	78	78	
38/F	--	167	136	--	78	

(b) Phase VI Service Apartment Accommodation

Zone	Floor	Flat A	Flat B	Flat C	Flat D
(T20-1)	67/F	174	82	164	169
	68/F	174	82	164	169
	69/F	174	82	164	169
	70/F	174	82	164	169
	71/F	176	82	164	169
	72/F	174	82	164	169
	73/F	175	82	164	169
	75/F	175	82	164	169
	76/F	176	82	164	169
	77/F	176	82	164	169
	78/F	176	82	164	169
	79/F	176	82	164	169
	80/F	176	82	164	169
	81/F	176	82	164	169
	82/F	176	82	164	169
	83/F	176	82	164	169
	85/F	176	82	164	169
	86/F	176	82	164	169
	87/F	187	82	164	169
	88/F	187	82	164	169
89/F	187	82	164	169	
90/F	187	82	164	169	
91/F	393	--	220	234	

# Summary of deed of mutual covenant

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## Tower 21

### (a) Phase VI Residential Development

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T21-6)	12/F	321	138	77	78	--
	15/F	--	133	77	78	77
	16/F	108	132	77	78	77
	17/F	108	132	77	78	77
	18/F	108	132	77	78	77
	19/F	108	132	77	78	77
	20/F	108	132	77	78	77
	21/F	108	132	77	78	77
	22/F	108	132	77	78	77
	23/F	108	132	77	78	77
	25/F	108	132	77	78	77
	26/F	108	132	77	78	77
	27/F	108	132	77	78	77
	28/F	108	132	77	78	77
	29/F	108	132	77	78	77
	30/F	108	132	77	78	77
	31/F	108	132	77	78	77
	32/F	108	132	77	78	77
	33/F	108	132	77	78	77
	35/F	108	132	77	78	77
36/F	112	126	77	78	77	
37/F	--	161	77	78	77	
38/F	--	158	135	--	77	

### (b) Phase VI Service Apartment Accommodation

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T21-1)	67/F	185	157	124	108	--
	68/F	185	157	124	108	--
	69/F	185	157	124	108	--
	70/F	185	157	124	108	--
	71/F	185	157	124	108	--
	72/F	185	157	124	108	--
	73/F	185	157	124	108	--
	75/F	185	157	124	108	--
	76/F	185	157	124	108	--
	77/F	185	157	124	108	--
	78/F	185	157	124	108	--
	79/F	185	157	124	108	--
	80/F	185	157	124	108	--
	81/F	185	157	124	108	--
	82/F	238	157	125	109	--
	83/F	205	157	125	111	--
	85/F	205	157	125	111	--
	86/F	205	157	125	111	--
	87/F	205	157	125	111	154
	88/F	205	157	125	111	154
89/F	205	157	125	111	154	
90/F	205	157	125	111	154	
91/F	258	224	376	--	154	

Zone	Floor	Flat A	Flat B	Flat C	Flat D
(T21-2)	15/F	170	155	122	109
	16/F	170	155	122	109
	17/F	170	155	122	109
	18/F	170	155	122	109
	19/F	170	155	122	109
	20/F	170	155	122	109
	21/F	170	155	122	109
	22/F	170	155	122	109
	23/F	170	155	122	109
	25/F	170	155	122	109
	26/F	170	155	122	109
	27/F	170	155	122	109
	28/F	170	155	122	109
	29/F	170	154	122	109
	30/F	170	154	122	109
	31/F	170	154	122	109
	32/F	170	154	122	109
	33/F	170	154	122	109
	35/F	170	154	122	109
	36/F	170	154	122	109
	37/F	171	154	122	109
	38/F	171	154	122	109
	50/F	167	155	123	108
	51/F	167	155	123	108
	52/F	167	155	123	108
	55/F	167	155	123	108
	56/F	167	155	123	108
	57/F	167	155	123	108
	59/F	167	155	123	108
	60/F	167	155	123	108
	61/F	167	155	123	108
	62/F	167	155	123	108
	63/F	167	155	123	108

Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E
(T21-3)	67/F	115	133	192	130	111
	68/F	115	133	192	130	111
	69/F	115	133	192	130	111
	70/F	115	133	192	130	111
	71/F	115	133	192	130	111
	72/F	115	133	192	130	111
	73/F	115	133	192	130	111
	75/F	115	133	192	130	111
	76/F	115	133	192	130	111
	77/F	115	133	192	130	111
	78/F	115	133	192	130	111
79/F	115	133	192	130	111	
80/F	115	133	366	130	111	
81/F	170	191	--	179	--	



# Summary of deed of mutual covenant

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Zone	Floor	Flat A	Flat B	Flat C	Flat D	Flat E	Flat F	Flat G	Flat H	Flat J	Flat K
(T21-5)	15/F	79	76	65	67	100	--	--	--	--	--
	16/F	79	76	65	67	100	--	--	--	--	--
	17/F	79	76	65	67	100	--	--	--	--	--
	18/F	79	76	65	67	100	--	--	--	--	--
	19/F	79	76	65	67	100	--	--	--	--	--
	20/F	79	76	65	67	100	--	--	--	--	--
	21/F	79	76	65	67	100	--	--	--	--	--
	22/F	79	76	65	67	100	--	--	--	--	--
	23/F	79	76	65	67	100	--	--	--	--	--
	25/F	79	76	65	67	100	--	--	--	--	--
	26/F	79	76	65	67	100	--	--	--	--	--
	27/F	79	76	65	67	100	--	--	--	--	--
	28/F	79	76	65	67	100	--	--	--	--	--
	29/F	79	76	65	67	100	--	--	--	--	--
	30/F	79	76	65	67	100	--	--	--	--	--
	31/F	79	76	65	67	100	--	--	--	--	--
	32/F	79	76	65	67	100	--	--	--	--	--
	33/F	79	76	65	67	100	--	--	--	--	--
	35/F	79	76	65	67	100	--	--	--	--	--
	36/F	79	76	65	67	100	--	--	--	--	--
	37/F	79	76	65	67	100	--	--	--	--	--
	38/F	79	76	65	67	100	--	--	--	--	--
	50/F	79	--	65	66	99	81	81	52	64	52
	51/F	79	76	65	66	99	81	81	52	64	52
	52/F	79	76	65	66	99	81	81	52	64	52
	55/F	79	76	65	66	99	81	81	52	64	52
	56/F	79	76	65	66	99	81	81	52	64	52
	57/F	79	76	65	66	99	81	81	52	64	52
59/F	79	76	65	66	99	81	81	52	64	52	
60/F	79	76	65	66	99	81	81	52	64	52	
61/F	79	76	65	66	99	81	81	52	64	52	
62/F	79	76	65	66	99	81	81	52	64	52	
63/F	79	76	65	66	99	81	81	52	64	52	

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

32. The management fee deposit of a residential property in the Phase is a sum equivalent to three months' Management Charges (as defined in the Principal DMC).

### F. Summary of the provisions of the deed of mutual covenant that deal with the area (if any) in the Phase retained by the owner for that owner's own use

33. The areas in the Phase retained by MTR Corporation Limited for its own use are:

“Phase VI Retained Areas”, which mean those parts of Phase VI reserved for the purpose of installation and placement of gondola, cradles, tracks and associated structures and equipment for the purpose of cleaning and maintenance of the façade of Site E (as defined in the Sub-DMC).

34. Each Share allocated to Phase VI of the Development shall during the residue of the term and any renewal thereof subject to the covenants and terms contained in the Government Grant, the Principal DMC and the Sub-DMC be held by the person or persons from time to time entitled thereto together with, if and for so long as an owner shall (where required) punctually make payment of the Management Charges at the time and in the manner provided in the Principal DMC and subject to the Phase VI House Rules the benefit, insofar as applicable, of the easements, rights and privileges set out in Part I of the Second Schedule to the Sub-DMC, including but not limited to the following easements, rights and privileges:

(a) Full right and liberty for the Owner for the time being, his servants, agents, licensees and tenants, of the Phase VI Retained Areas to go, pass and repass over and along and upon the Phase VI Hotel/Service Apartment/Residential Common Areas in common with all others having the like right for all purposes connected with the proper use and enjoyment of his Unit.

(b) (i) The right for the Owner of the Phase VI Retained Areas and all others authorised by it to install and maintain gondola, cradles, tracks and associated structures and equipment at the Phase VI Retained Areas and to install and maintain tracks and associated structures in the Phase VI Hotel/Service Apartment/Residential Common Areas along the route as shown coloured light orange and zigzag in black on the plans annexed to the Sub-DMC for the purpose of cleaning, repairing and maintenance of the façade of Site E Provided That the Owner of the Phase VI Retained Areas shall at its own cost and expense be responsible for the repair and maintenance of the said gondola, cradles, tracks and associated structures and equipment installed by it or others authorised by it.

(ii) The right for the Owner of the Phase VI Retained Areas and all others authorised by it at all reasonable times upon prior appointment with the Managers (save in case of emergency) with contractors, servants, agents, workmen or other persons authorised to enter into and upon any part of the Phase VI Hotel/Service Apartment/Residential Common Areas with or without the necessary tools, equipment, plant and materials for the purpose of installing, repairing, maintaining, removing or replacing the tracks and associated structures in the Phase VI Hotel/Service Apartment/Residential Common Areas mentioned in sub-clause (i) above for the purpose of operating the gondola stored at the Phase VI Retained Areas for cleaning, repairing and maintaining the façade of Site E Provided That the Owner of the Phase VI Retained Areas shall cause as little disturbance as is possible and shall make good any damage caused and shall indemnify the Managers and the Owners of Phase VI against all losses, damages, claims, demands, costs and expenses suffered, sustained or incurred by the Managers and/or the Owners of Phase VI in connection with the exercise of the right under this sub-clause.

Unless otherwise defined in this sales brochure, capitalized terms used in the above shall have the same meaning of such terms in the Principal DMC, the Sub-DMC and the Sub-Sub-DMC.

# Summary of deed of mutual covenant

## 公契的摘要

### A. 處理期數的公用部分的公契條文的摘要

1. 「公用地方」指「非鐵路站發展項目公用地方」，及任何將會根據日期為1999年3月30日並在土地註冊處以註冊摘要第UB7732245號登記的主公契及管理協議（「主公契」）訂立的「副公契」或「分割契約」指定為公用地方的「住宅發展項目」、「商業發展項目」、「寫字樓發展項目」、「停車場」或「酒店發展項目」的該等部分。
2. 「公用服務與設施」指「非鐵路站發展項目公用服務與設施」，及任何將會根據「主公契」訂立的「副公契」或「分割契約」指定為公用服務與設施的「住宅發展項目」、「商業發展項目」、「寫字樓發展項目」、「停車場」或「酒店發展項目」服務與設施。
3. 「非鐵路站發展項目公用地方」指「發展項目」（定義見「主公契」）的該等部分（不包括「鐵路站」（定義見「主公契」）的任何部分），當作為個別「期數」（定義見「主公契」）之部分建造後，擬供整個「非鐵路站發展項目」（定義見「主公契」）的「業主」（定義見「主公契」）使用，而並非供「發展項目」的個別「期數」的任何「業主」或若干「業主」獨家享用，包括但不限於「非鐵路站發展項目」之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及「行人天橋輔助建築物」（定義見「主公契」）（不論是否在九龍內地段第11080號邊界之內或之外）；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；「非鐵路站發展項目」上興建的樓宇之地基及建築物；「公共休憩用地」（定義見「主公契」）；「基座平台」（定義見「主公契」）；「非鐵路站發展項目」之上或之內的管理處和供辦公用的其他空間或「非鐵路站發展項目」之上、之內供看更或管理員或其他職員使用的其他樓宇和「非鐵路站發展項目」內並非供「發展項目」的個別「期數」的任何「業主」或若干「業主」獨家享用的一切其他的公用地方。

4. 「非鐵路站發展項目公用服務與設施」指在「發展項目」之內、之上或之下（不包括任何「鐵路站」之內、之上或之下）已建或擬建服務整個「非鐵路站發展項目」的該等設施，包括但不限於污水渠、明渠、排水渠、水道、井、管道及槽、泵、水箱及衛生裝置；電線、電纜、電力裝置、固定物、設備及器具；公共電視及無線電天線、衛星信號或有線電視接收設備及輔助設備；消防及滅火系統、設備及器具裝置；保安系統、設備及裝置；垃圾處理設備；升降機、空調機及電扇和「非鐵路站發展項目」內安裝作為其便利設施供「非鐵路站發展項目」享用，而並非供「發展項目」的各「期數」的任何「業主」或若干「業主」獨家享用的任何其他裝置、系統、機械、設備、器具、固定物、服務及設施。
5. 「私人康樂地方與設施」指「署長」（定義見「主公契」）根據「政府租契」（定義見「主公契」）特別條件第(43)(a)(i)條條款批核的、現在或在「年期」（定義見「主公契」）的任何時間內提供給「發展項目」的「業主」及佔用人及其真正訪客享用的私人康樂地方及附屬設施或其部份。
6. 「第六期之公用地方」統指：
  - (a) 「第六期停車場公用地方」；
  - (b) 「第六期酒店/服務式公寓/住宅公用地方」；
  - (c) 「第六期酒店/服務式公寓公用地方」；
  - (d) 「第六期服務式公寓/住宅公用地方」；
  - (e) 「第六期公用地方」；及
  - (f) 任何將會根據「主公契」訂立的「分副公契」或「分割契約」指定為公用地方的「第六期住宅發展項目」及「第六期服務式公寓樓宇」（二詞之定義見日期為2010年1月8日並在土地註冊處以註冊摘要第10012502270028號登記的副公契及管理協議（「副公契」））的該等部分；

但並不包括供「第六期酒店樓宇」（定義見「副公契」）兩間酒店專用的地方，而為免存疑該等地方是屬於「第六期酒店樓宇」一部份。

7. 「第六期之公用服務與設施」統指：
  - (a) 「第六期停車場公用服務與設施」；
  - (b) 「第六期酒店/服務式公寓/住宅公用服務與設施」；
  - (c) 「第六期酒店/服務式公寓公用服務與設施」；
  - (d) 「第六期服務式公寓/住宅公用服務與設施」；
  - (e) 「第六期公用服務與設施」；及
  - (f) 任何將會根據「主公契」訂立的「分副公契」或「分割契約」指定為公用服務與設施的「第六期住宅發展項目」及「第六期服務式公寓樓宇」的服務與設施；

但並不包括供「第六期酒店樓宇」兩間酒店專用的公用服務與設施，而為免存疑該等服務與設施是屬於「第六期酒店樓宇」一部份。

8. 「第六期停車場公用地方」指「第六期停車場」（定義見「副公契」）的指定範圍，擬供「第六期停車場」各「業主」、佔用人及受許可人公用及共享，以及屬於「第六期酒店樓宇」一部份的車位。其中包括但不限於「第六期停車場」所有出入地方、流通通道、空隙、入口、斜路、行車道及外牆（包括幕牆），但並不包括「非鐵路站發展項目公用地方」內任何地方。
9. 「第六期酒店/服務式公寓/住宅公用地方」指擬供「第六期酒店樓宇」、「第六期服務式公寓樓宇」及「第六期住宅發展項目」各「業主」、佔用人及受許可人使用的「第六期」（定義見「副公契」）部份，但不包括「非鐵路站發展項目公用地方」、「第六期公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」及「第六期服務式公寓/住宅公用地方」內任何地方。
10. 「第六期酒店/服務式公寓公用地方」指擬供「第六期酒店樓宇」及「第六期服務式公寓樓宇」「業主」、佔用人及受許可人使用的「第六期」部份，但不包括「非鐵路站發展項目公用地方」、「第六期公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」及「第六期服務式公寓/住宅公用地方」內任何地方。

11. 「第六期服務式公寓/住宅公用地方」指擬供「第六期服務式公寓樓宇」及「第六期住宅發展項目」各「業主」、佔用人及受許可人使用的「第六期」部份，但不包括「非鐵路站發展項目公用地方」、「第六期公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」及「第六期酒店/服務式公寓公用地方」內任何地方。
12. 「第六期公用地方」指擬供「第六期」多個組成部份「業主」使用的「第六期」部份，即「第六期停車場」、「第六期酒店樓宇」、「第六期住宅發展項目」、「第六期服務式公寓樓宇」及「第六期預留地方」，而非只供一個組成部份的「業主」專用，其中包括但不限於「第六期」上各建築物的地基及結構，以及「第六期」範圍內所有其他公共地方，但不包括「非鐵路站發展項目公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」、「第六期服務式公寓/住宅公用地方」及「第六期酒店/服務式公寓/住宅公用地方」內任何地方。
13. 「第六期停車場公用服務與設施」指位於「第六期」內、上或下而供「第六期停車場」及屬於「第六期酒店樓宇」一部份各車位使用的服務與設施，其中包括但不限於機器及機械、電力裝置、配件及設備、出口閘、保安護衛亭、收費亭和供水器具，但並不包括「非鐵路站發展項目公用服務與設施」內任何服務與設施。
14. 「第六期酒店/服務式公寓/住宅公用服務與設施」指位於「第六期」內、上或下供「第六期酒店樓宇」、「第六期服務式公寓樓宇」及「第六期住宅發展項目」使用的服務與設施，但不包括「非鐵路站發展項目公用服務與設施」、「第六期公用服務與設施」、「第六期停車場公用服務與設施」、「第六期酒店/服務式公寓公用服務與設施」及「第六期服務式公寓/住宅公用服務與設施」內任何服務與設施。
15. 「第六期酒店/服務式公寓公用服務與設施」指位於「第六期」內、上或下供「第六期酒店樓宇」及「第六期服務式公寓樓宇」使用的服務與設施，但不包括「非鐵路站發展項目公用服務與設施」、「第六期公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」及「第六期服務式公寓/住宅公用服務與設施」內任何服務與設施。



# Summary of deed of mutual covenant

## 公契的摘要

16. 「第六期服務式公寓/住宅服務與設施」指位於「第六期」內、上或下供「第六期服務式公寓樓宇」及「第六期住宅發展項目」使用的服務與設施，但不包括「非鐵路發展項目公用服務與設施」、「第六期公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」及「第六期酒店/服務式公寓公用服務與設施」內任何服務與設施。
17. 「第六期公用服務與設施」指現已或將會在「第六期」內、上或下建造的設施，供「第六期」多個組成部份使用，即「第六期停車場」、「第六期酒店樓宇」、「第六期住宅發展項目」、「第六期服務式公寓樓宇」及「第六期預留地方」（定義見下文），而非只供一個組成部份的「業主」專用，其中包括但不限於在「第六期」使用或安裝或供「第六期」作一般便利設施的任何裝置、系統、機器、設備、器具、配件、服務及設施，但不包括「非鐵路發展項目公用服務與設施」、「第六期停車場公用服務與設施」、「第六期酒店/服務式公寓公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」及「第六期酒店/服務式公寓/住宅公用服務與設施」內任何服務與設施。
18. 「第六期康樂地方與設施」指「第六期」內的有蓋園景美化地方、花園、空中花園及場地，以及「第六期」內任何其他根據「政府租契」特別條件第(43)(a)(i)條條款設立的康樂設施及會所，現時或在年期內任何時間供「第六期住宅發展項目」及「第六期服務式公寓樓宇」業主及佔用人和其真正訪客享用。所有「第六期康樂地方與設施」均屬於「主公契」所訂的「私人康樂地方與設施」一部份。
19. 根據日期為2010年1月8日並在土地註冊處以註冊摘要第10012502270033號登記的分副公契（「分副公契」），上文第6(f)及7(f)段提及的「期數」的公用部分包括以下：
- (a) 「第六期住宅公用地方」指擬供「第六期住宅發展項目」各「業主」、佔用人及受許可人公用及共享的「第六期住宅發展項目」部份，包括但不限於入口（包括每個「第六期住宅單位」（定義見「副公契」）大門對上的裝飾屏及入口壁燈）和「第六期住宅發展項目」的大堂、樓梯、樓梯平台、走廊及通道、客貨上落處、電梯槽井、機器及設備室、物斗房、外牆（包括幕牆）及天台，但並不包括「非鐵路發展項目公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」、「第六期服務式公寓公用地方」、「第六期住宅公用地方」內任何服務與設施。
- (b) 「第六期住宅公用服務與設施」指位於「發展項目」「第六期」內、上或下供「第六期住宅發展項目」整體使用而非個別一名或多名「第六期住宅單位」「業主」、佔用人及受許可人專用的服務與設施，包括但不限於管線、水管、電纜、電線、機器及機械、電力裝置、公共天線廣播分導系統、配件、設備及器具、各座（定義見「副公契」）樓梯及電梯的人工照明裝置及後備緊急系統，但並不包括「非鐵路發展項目公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」、「第六期酒店/服務式公寓公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」、「第六期公用服務與設施」及「第六期服務式公寓公用服務與設施」（定義見下文）內任何服務與設施。
- (c) 「第六期服務式公寓公用地方」指擬供「第六期服務式公寓樓宇」各「業主」、佔用人及受許可人公用及共享的「第六期服務式公寓樓宇」部份，包括但不限於入口（包括每個「第六期服務式公寓」（定義見「副公契」）大門對上的裝飾屏及入口壁燈）和「第六期服務式公寓樓宇」的大堂、樓梯、樓梯平台、走廊及通道、客貨上落處、電梯槽井、機器及設備室、物斗房、外牆（包括幕牆）及上層天台，但並不包括「非鐵路發展項目公用地方」、「第六期酒店/服務式公寓/住宅公用地方」、「第六期停車場公用地方」、「第六期酒店/服務式公寓公用地方」、「第六期服務式公寓/住宅公用地方」、「第六期公用地方」及「第六期住宅公用地方」內任何地方。
- (d) 「第六期服務式公寓公用服務與設施」指位於「發展項目」「第六期」內、上或下供「第六期服務式公寓樓宇」整體使用而非個別一名或多名「第六期服務式公寓」「業主」、佔用人及受許可人專用的服務與設施，包括但不限於管線、水管、電纜、電線、機器及機械、電力裝置、公共天線廣播分導系統、配件、設備及器具、各座樓梯及電梯的人工照明裝置及後備緊急系統，但並不包括「非鐵路發展項目公用服務與設施」、「第六期酒店/服務式公寓/住宅公用服務與設施」、「第六期停車場公用服務與設施」、「第六期服務式公寓/住宅公用服務與設施」、「第六期公用服務與設施」及「第六期住宅公用服務與設施」內任何服務與設施。
20. 管理人有權力及責任保養及維持「公用地方」及「公用服務與設施」至良好維修及狀況。
21. 受「政府租契」及「主公契」之契諾與條款規定，於年期餘年及任何續訂年期內，每份「份數」由不時擁有資格的人士或人等持有，並只要業主準時按照「主公契」指定的時間及方式繳付「管理費」（如規定者）及受「大廈規則」及「裝修規則」所規定，便可連帶享有（如適用）「主公契」第二附錄第I部份註明各項地役權、權利及特權之利益，包括但不限於以下權利、地役權及特權：
- (A) 適用於「發展項目」的所有「業主」的權利、地役權及特權
- (a) 現任「業主」、其傭僕、代理、受許可人、租客及合法居住者均有全權及自由（與所有其他具有同類權利的人等共用）行經、通越及再通越「非鐵路發展項目公用地方」以作關乎完善使用及享用其「單位」之所有用途。
- (b) 「發展項目」的「單位」的現任「業主」、其代理及受許可人均有全權及自由（與所有其他具有同類權利的人等共用）享用任何副公契指定供「業主」使用的「私人康樂地方及設施」（但不包括任何其他供「發展項目」其他部分的「業主」使用的「私人康樂地方與設施」）以限作康樂用途，但須遵守管理人制定的使用規則及費用。惟在行使有關權利時「業主」不可損害、干擾或允許損害或干擾一般便利設施、機械、設備或服務。
- (B) 適用於財政司法團作為「政府樓宇」的「業主」的權利、地役權及特權
- 財政司法團、其承租人、租客、受許可人及其他其授權之人士或「政府樓宇」或其部分的現任「業主」或佔用人均有權免費行經、通越、再通越及享用「公用地方」以完善使用及享用「政府樓宇」或其任何部分及享用「公用服務與設施」。
22. 受「政府租契」及「主公契」之契諾與條款規定，於年期餘年及任何續訂年期內，每份「份數」由不時擁有資格的人士或人等持有，並須遵從「主公契」第二附錄第II部份所訂的原權益保留條款及新權益保留條款，包括但不限於以下原權益保留條款及新權益保留條款：
- (A) 管理人的權力
- (a) 管理人有全權及特權可經發出事前合理通知（緊急情況除外）後，帶同或不帶同測量師、工人或其他人士，在任何合理時間內進入「土地」及「發展項目」的任何部分包括每個「單位」（除非得到「港鐵」的事前書面同意，不包括「鐵路站」及「保留區域」，除非得到「政府樓宇」的現任「業主」或佔用者的同意（緊急情況除外），不包括「政府樓宇」），旨在視察、重建、維修、翻新、更換、修復、保養、清潔、髹漆或裝飾「非鐵路發展項目」、「公用地方」及「公用服務與設施」或其中任何部分的建築物，或「業主」未有履行其職責維修及保養的任何「單位」，或以便管理人行使其「主公契」條款規定的任何權利及職責，惟管理人須確保盡量減少造成的滋擾並修復因此造成的損壞。
- (b) 管理人有權根據「署長」要求，帶同或不帶同測量師、工人或其他人士，進行一切必要工程臨時封閉樓宇或建在「土地」上的樓宇的出入口，旨在按「政府租契」特別條件第(54)及第(55)條條款的規定，連接行人通道、行人隧道或行人天橋和樓宇或「行人天橋輔助建築物」。
- (c) 管理人有權以許可形式授權：
- (i) 經「發展項目業主委員會」的預先批准，使用「非鐵路發展項目公用地方」的外牆（「政府樓宇」的外牆除外），以作宣傳用途；及在得到「署長」同意後，批准搭建或安裝海報、其他廣告標誌或建築物（不論發光與否）及其將其移除、維修、保養、服務或更換及從最接近上述宣傳海報、標誌及其他建築物的大廈或建築物獲取電力；



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(ii) 在得到相關政府部門的預先批准(如需要)為前提下,經有關「非鐵路站發展項目」受影響部分的「業主附屬委員會」的預先批准,於構成「非鐵路站發展項目公用地方」部分的天台及/或上層天台安裝通訊系統、設備及其他通訊裝置及設備,並受制於該「業主附屬委員會」認為適合的條款和條件;

(iii) 經有關「非鐵路站發展項目」受影響部分的「業主附屬委員會」的預先批准,使用構成「公用地方」部分的任何住宅大廈的轉換層的部分,提供適合臨近的「住宅發展項目」的「單位」的「業主」作為天井之用途,並受制於該「業主附屬委員會」認為適合的條款和條件;

但須以下列條件作為前提:

- (1) 對任何搭建在「政府樓宇」外牆的標誌或廣告沒有造成影響;
- (2) 對「業主」的權利及權益沒有造成不利影響;
- (3) 受許可人須承擔及自費保持及保養展示、安裝、搭建或附加了上述海報及其他廣告標誌、通訊系統及設備或建築物的受許可的「公用地方」的部分在良好狀態;
- (4) 管理人收到的所有許可費用或其它收入應按「主公契」第J部分第7條條款使用。

### (B) 「港鐵」的權利

只要「港鐵」仍然是任何「份數」的實益擁有人,「港鐵」有專有及不受限制的權利,按其絕對酌情權,在任何時間及不時其認為適當的時間,做以下所有或任何行為或舉動及/或行使所有或以下任何權利、自由、特權及權益:

(a) 在任何時間與其承辦商、傭僕、代理人、工人或其他授權人等進入「土地」及「發展項目」的任何部份(「政府樓宇」除外,除非進入「政府樓宇」是無可避免,屆時須給予合理的事先通知),攜帶所有必要的工具、設備、機械及物料及(如必要)臨時性地使用「公共地方」及「公共服務與設施」,以便運輸、通過及儲存建築物料及設備,旨在:

(i) 在「港鐵」有絕對及不受約束的酌情權以其認為適合的方式和物料的情況下,完成及使計劃中的「土地」及「發展項目」的任何部分的工程(不論是單一或連同毗鄰土地或樓宇的工程);

(ii) 進行任何必要的工程、維修或保養以防止「港鐵鐵路」、「鐵路站」或「港鐵鐵路建築物」受到任何損害、或以防止或修復任何由「業主」或管理人進行、但「港鐵」認為對「港鐵鐵路」、「鐵路站」或「港鐵鐵路建築物」造成危害或損害的工程。進行上述工程時,其費用將成為對「港鐵」的債務,管理人須在「港鐵」要求下從管理基金中償還該債務;

(iii) 興建及使計劃中在「保留區域」之內、上或通過的未來「港鐵鐵路」延伸段投入使用;

(iv) 興建未來行人通道連接「非鐵路站發展項目」及「鐵路站」;

(v) 進行其他「土地」及「發展項目」之內、下、上或以上不時需要的工程。

(b) 經「署長」的事先書面批准,免費轉讓「公用地方」及「公用服務與設施」或其任何部分連同相關的「份數」予管理人以供全體業主的一般享用,惟在作出上述轉讓時,上述之地方及設施由管理人以信託形式代為全體業主持有;及如果根據「主公契」第H部分第2條條款管理人辭職、清盤或被革職而另一名管理人被任命,或如果根據《建築物管理條例》成立的「非鐵路站發展項目」的「業主立案法團」要求,管理人或其清盤人須以同樣信託形式轉讓上述之「公用地方」及「公用服務與設施」連同相關的「份數」(如有)予新的管理人或「業主立案法團」(如適用)。

(c) 經「發展項目業主委員會」預先批准,指定「保留區域」的任何部分為「公共地方」或「公共服務與設施」,用作「非鐵路站發展項目公用地方」或「非鐵路站發展項目公用服務與設施」或歸屬於「住宅發展項目」、「商業發展項目」、「寫字樓發展項目」、「停車場」或「酒店發展項目」。

(d) 在根據「政府租契」特別條件第(58)(a)(ii)(2)條條款的規定及得到「署長」的事先書面批准,「港鐵」有專有的權利及特權分配「份數」到「發展項目」的個別「期數」及該「期數」的個別「單位」及「公用地方」,及分配「管理份數」到該「期數」的個別「單位」。

(e) 經「署長」的事先書面批准,在「發展項目」的任何指定部分的佔用許可證發出後,分配及重新分配「份數」到該指定部分、個別「單位」、「公用地方」及「公用服務與設施」,及因應總樓面面積的改變分配及重新分配「管理份數」到個別「單位」。

(f) 經「發展項目業主委員會」的批准下,修改、變更、改動、添加、修飾或替換「公用地方」及「公用服務與設施」的任何部分。但須以下列條件作為前提:「業主」實際使用和享受「單位」時不受到不利影響,及在「公用地方」及「公用服務與設施」不被減少的清況下,上述之修改、變更、改動、添加、修飾或替換不會給予「業主」任何對「港鐵」的訴訟權。

(g) 興建、保養、鋪排、變更、移除、更改路線及更新在「土地」及「發展項目」中(只為「政府樓宇」伺服的服務及設施除外)或部分在「土地」及「發展項目」中(只為「政府樓宇」伺服的服務及設施除外)及毗鄰土地的水渠、管道、電纜、下水道及其他安裝,固定物、房間和其他建築物,旨在提供公用服務及康樂設施給「土地」及「發展項目」及/或任何其他毗連、相鄰或鄰近土地及根據「港鐵」認為適合的條款及條件授權任何人士進行任何上述行為。

(h) 經「發展項目業主委員會」的批准下,給予發展項目任何在「非鐵路站發展項目公用地方」及「非鐵路站發展項目公用服務與設施」的任何部分或在「私人康樂地方與設施」的權利、通道權、地役權或類地役權(包

括但不限於使用任何道路、通道、行人路、行人徑、行人天橋、行人隧道、公園、休憩用地、明渠和暗渠、康樂區和設施、污水處理廠和設施、垃圾收集和處理的區域和設施、排水系統和煤氣、水和電力的儲存、轉換和供電系統的權利),或根據「港鐵」認為適合的條款及條件許可任何毗連或鄰近土地類似的權利。但須以下列條件作為前提:

上述任何因授權而得到的費用須作為「管理基金」的一部分及在最後一期的「發展項目」的佔用許可證發出後,本分條內的權利須在「發展項目業主委員會」的批准下運用。

23. 為著「單位」的現任「業主」及佔用者的利益,應訂立「大廈規則」及「裝修規則」規範「非鐵路站發展項目」及任何「公用地方」(包括「私人康樂地方與設施」)及「公用服務與設施」的使用、佔用、維修和環境控制,及規範任何佔用、探訪或使用上述的人士。該「大廈規則」及「裝修規則」應對「業主」、其租客、受許可人、傭僕、及代理(除非有維持任何不時存在的擔保條款的利益的必要性,並非指「政府樓宇」的「業主」)具有約束力。

24. 「港鐵」需自費準備第一份《工程和裝置保養手冊》給「第六期」內的「單位」的「業主」及管理人作參考,其中包括下列細節:

管理人須為「第六期」內的「單位」的「業主」視察、保養「第六期」之「公用地方」及「第六期」之「公用服務與設施」(包括構成「第六期」之「公用地方」及「第六期」之「公用服務與設施」的「工程和裝置」的部分)及進行一切必要的工程,其費用須由「第六期」的「單位」的「業主」所承擔。

25. 受「政府租契」、「主公契」及「副公契」之契約與條款規定,於年期餘年及任何續訂年期內,分配予「發展項目」「第六期」的每份「份數」由不時擁有資格的人士或人等持有,並只要業主準時按照「主公契」指定的時間及方式繳付「管理費」(如規定者)及受「第六期大廈規則」所規定,便可連帶享有(如適用)「副公契」第二附錄第I部份註明各項地役權、權利及特權之利益,包括但不限於以下地役權、權利及特權:



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每名現任「業主」及其傭僕、代理、受許可人及租客均享有以下的全權及自由：

- (a) 「第六期住宅單位」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越：
- (i) 「第六期服務式公寓/住宅公用地方」；
  - (ii) 「第六期酒店/服務式公寓/住宅公用地方」；
  - (iii) 「第六期公用地方」；
  - (iv) 「副公契」所夾附圖則以淺藍色及蜂窩黑線顯示以資識別的「第六期酒店樓宇」部份；及
  - (v) 「副公契」所夾附圖則以紅色間黑線顯示以資識別的「第六期服務式公寓樓宇」部份；
- (b) 「第六期服務式公寓」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越：
- (i) 「第六期酒店/服務式公寓公用地方」；
  - (ii) 「第六期服務式公寓/住宅公用地方」；
  - (iii) 「第六期酒店/服務式公寓/住宅公用地方」；
  - (iv) 「第六期公用地方」；
  - (v) 「副公契」所夾附圖則以淺藍色及蜂窩黑線和淺藍色間黑線顯示以資識別的「第六期酒店樓宇」部份；及
  - (vi) 「副公契」所夾附圖則以粉紅色間黑線顯示以資識別的「第六期住宅發展項目」部份；
- (c) 「第六期酒店樓宇」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越：
- (i) 「第六期酒店/服務式公寓公用地方」；
  - (ii) 「第六期酒店/服務式公寓/住宅公用地方」；
  - (iii) 「第六期公用地方」；
- (iv) 「第六期停車場公用地方」；及
- (v) 「副公契」所夾附圖則以紅色及黑三角線顯示以資識別的「第六期服務式公寓樓宇」部份；
- (d) 「第六期車位」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期停車場公用地方」及「第六期公用地方」；
- (e) 「第六期預留地方」現任「業主」、其傭僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期酒店/服務式公寓/住宅公用地方」；
- 以作關乎完善使用及享用其「單位」之所有用途。
26. 受「政府租契」、「主公契」及「副公契」之契諾與條款規定，於年期餘年及任何續訂年期內，每份「份數」由不時擁有資格的人士或人等持有，並須遵從「副公契」第二附錄第II部份所訂的原權益保留條款及新權益保留條款，包括但不限於以下原權益保留條款及新權益保留條款：
- (a) 「主公契」第二附錄第II部份所訂的地役權、權利及特權；
- (b) 「發展項目」「地盤E」及「地盤M」的「業主」有權在「副公契」生效日現存的位置建造位於「第六期公用地方」及「第六期酒店樓宇」內、上或貫越該處而分別只供「地盤E」及「地盤M」使用的服務與設施（包括但不限於排水、滅火及煙霧探測抽氣服務與設施），又或按需要接駁至任何屬於「第六期」的管道。此外，「地盤E」及「地盤M」「業主」（視乎情況而定）及其代理、承辦商、工人或傭僕並且有權攜帶所有必要工具、機器、設備及物料通行該處，以修理、維修及更新所有此等服務與設施。然而「地盤E」及「地盤M」「業主」（視乎情況而定）執行任何此等工程之前，必須先徵取「第六期」「業主」書面批准，而「第六期」「業主」不可無理拒絕或延誤給予同意。再者，施工人員必須以合理和負責的態度執行工程，並盡量避免對「第六期」造成損害和滋擾，如有損害則需妥善修復。再者，「地盤E」及「地盤M」「業主」行使本項權利時，概不可干預或滋擾任何「業主」合理地享用其「單位」之權利。
- (c) (i) 「地盤E」「業主」有權在「通訊網絡設施與地方」安裝及維修「地盤E」專用的公共天線廣播分導系統及電訊設施與設備，以及在「第六期公用地方」內、上或貫越該處安裝及維修相關設施與設備。「地盤E」「業主」及其代理、承辦商、工人或傭僕並且有權攜帶所有必要工具、物料、機器及設備通行「第六期」，以便安裝、修理、維修及更新所有此等公共天線廣播分導系統、電訊設施與設備及相關設施與設備。然而，「地盤E」「業主」如需在「通訊網絡設施與地方」範圍外執行任何工程，事前必須遵照本條規定徵取「第六期業主附屬委員會」批准，而施工人員必須以合理和負責的態度執行工程，並且盡量避免對「第六期」造成損害和滋擾，如有損害則需妥善修復。再者，「地盤E」「業主」行使本項權利時，概不可干預或滋擾任何「業主」合理地享用其「單位」之權利。
- (ii) 「地盤E」「業主」有權接駁及使用屬於「第六期公用服務與設施」一部份的公共天線廣播分導系統，以及就此在管理人指定為「第六期公用地方」的範圍內、上或貫越該處安裝及維修「地盤E」專用的電纜、光纖電纜及相關電線、設備與設施，此外，「地盤E」「業主」及其代理、承辦商、工人或傭僕亦有權攜帶所有必要的工具、物料、機器及設備通行「第六期」，以便安裝、修理、維修及更新所有此等電纜、光纖電纜及相關電線。然而「地盤E」「業主」需按照管理人合理釐定的合理比例攤付公共天線廣播分導系統的修理及維修費用。
- (iii) 「地盤E」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）沿着「副公契」所夾附圖則以淺藍色加黑色長虛線顯示的路線，行經、通越及再通越「第六期酒店樓宇」的部分，以出入「地盤E」內的「零售商場發展項目」。
- (iv) 「地盤E」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）聯同承辦商及工人並攜帶工具、設備、機器及物料，沿着「副公契」所夾附「一樓平面圖」以淺藍色加黑色長虛線顯示的路線，行經、通越及再通越「第六期酒店樓宇」，以便進出檢查及修理、維修和更新平台層的「地盤E」上落客區及該處的設備與設施。
- (v) 「地盤E」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）聯同承辦商及工人並攜帶工具、設備、機器及物料，行經、通越及再通越「第六期公用地方」，以便進出及使用屬於「第六期公用服務與設施」一部份的大廈管理公用設施，藉此清潔、修理及維修「地盤E」的正面外牆。然而「地盤E」「業主」每次使用此等大廈管理公用設施均需向管理人繳費，金額由管理人參照大廈管理公用設施的維修費用和人工成本，根據每個「地盤E」使用的頻密度而合理釐定，由「第六期」「業主」及「地盤E」「業主」按比例攤分。所有此等費用收訖後一律撥入「第六期」「基本基金」。
- (vi) 「地盤E」「業主」及其傭僕、代理、受許可人及租客享有通行權（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期」的行人走廊及通道，以沿着「副公契」所夾附圖則分別以淺橙色加黑點及淺綠色加黑點顯示的路線作緊急逃生通道。
- (d) (i) 「地盤M」「業主」及其傭僕、代理、受許可人及租客享有通行權（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期」的行人走廊及通道，以沿着「副公契」所夾附圖則分別以淺橙色加黑點及淺綠色加黑點顯示的路線作緊急逃生通道。
- (ii) 「地盤M」「業主」及其傭僕、代理、受許可人及租客有權（與所有其他具有同類權利的人等共享）聯同承辦商及工人並攜帶工具、設備、機器及物料，行經、通越及再通越「第六期公用地方」任何部份，以便進出「第六期」內「車站」各項服務，藉此每日24小時修理及維修此等「車站」服務，惟「地盤M」「業主」必須盡量避免造成滋擾，如造成損害則需妥善修復。
- (e) 就任何構成「單位」一部分的平台天台而言，管理人及其傭僕、代理、承辦商及正式授權人等有權在事前發出合理通知後，進入此等平台天台，以便操作存放於「第六期公用地方」內上層天台的清潔吊船。

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## 公契的摘要

27. 遵從「政府租契」、「主公契」、「副公契」及「分副公契」之契諾與條款規定，在「年期」餘年及任何續訂年內，每份分配予「發展項目」「第六期住宅單位」及「第六期服務式公寓」的「份數」將歸屬不時持有相關權益的人士或人等。只要「業主」依照「主公契」指定的時間及方式按時支付「管理費」（如規定者），則遵從「第六期大廈規則」的規定，現任「業主」及其傭僕、代理、受許可人及租客可享有以下全權及自由：

(a) 「第六期住宅單位」的現任「業主」及其傭僕、代理、受許可人及租客擁有通行權（與所有其他具有同類權利的人等共享），可行經、通越及再通越「第六期住宅公用地方」及「第六期服務式公寓公用地方」指定部份，即「分副公契」所夾附圖則以紅色加十字黑線顯示以資識別的範圍；

(b) 「第六期服務式公寓」的現任「業主」及其傭僕、代理、受許可人及租客擁有通行權（與所有其他具有同類權利的人等共享），可行經、通越及再通越「第六期服務式公寓公用地方」及「第六期住宅公用地方」指定部份，即「分副公契」所夾附圖則以黃色加黑線顯示以資識別的範圍；

以作完善使用及享用其「單位」之所有用途。

B. 分配予期數中的每個住宅物業的不分割份數的數目

28. 以下是分配予「期數」中的每個住宅物業的不分割份數的數目：

座數	樓層	單位	不分割份數
第20座(第1區)	91/F	A	4225
		C	2364
		D	2519
	87/F - 90/F	A	2018
		B	888
		C	1765
		D	1823
	76/F - 83/F & 85/F - 86/F	A	1899
		B	888
		C	1765
		D	1823
	73/F & 75/F	A	1884
		B	888
		C	1765
		D	1823
	72/F	A	1876
		B	888
		C	1765
		D	1823
	71/F	A	1891
B		888	
C		1765	
D		1823	
67/F - 70/F	A	1876	
	B	888	
	C	1765	
	D	1823	

座數	樓層	單位	不分割份數
第20座(第2區)	38/F	B	1795
		C	1468
		E	843
	37/F	B	1824
		C	825
		D	837
		E	843
	36/F	A	1187
		B	1371
		C	825
		D	837
	17/F - 23/F, 25/F - 33/F & 35/F	E	843
		A	1144
		B	1431
		C	825
		D	837
	16/F	E	843
		A	1143
		B	1431
		C	825
D		837	
15/F	E	843	
	B	1482	
	C	825	
12/F	D	842	
	A	3387	
	B	1496	
	C	825	
		D	842

座數	樓層	單位	不分割份數
第21座(第1區)	91/F	A	2775
		B	2415
		C	4050
		E	1655
	87/F - 90/F	A	2202
		B	1685
		C	1342
		D	1191
	83/F & 85/F - 86/F	E	1655
		A	2202
		B	1685
		C	1344
	82/F	D	1190
		A	2557
		B	1685
		C	1342
67/F - 73/F & 75/F - 81/F	D	1173	
	A	1991	
	B	1685	
	C	1330	
第21座(第2區)	50/F - 52/F, 55/F - 57/F & 59/F - 63/F	D	1167
		A	1796
		B	1672
		C	1322
	37/F & 38/F	D	1167
		A	1839
		B	1659
		C	1318
	29/F - 33/F & 35/F - 36/F	D	1176
		A	1830
		B	1659
		C	1318
	15/F - 23/F & 25/F - 28/F	D	1176
		A	1830
		B	1665
		C	1318
		D	1174



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## 公契的摘要

座數	樓層	單位	不分割份數
第21座(第3區)	81/F	A	1831
		B	2057
		D	1932
	80/F	A	1235
		B	1435
		C	3937
		D	1399
		E	1196
	73/F & 75/F - 79/F	A	1235
		B	1433
		C	2062
		D	1399
	67/F - 72/F	E	1196
		A	1235
		B	1433
C		2062	
D		1399	
第21座(第5區)	51/F - 52/F, 55/F - 57/F & 59/F - 63/F	E	1199
		A	845
		B	822
		C	699
		D	713
		E	1067
		F	869
		G	877
		H	562
		J	685
	K	558	
	50/F	A	855
		C	700
		D	713
		E	1067
F		869	
50/F	G	877	
	H	562	
	J	685	
	K	558	

座數	樓層	單位	不分割份數
第21座(第5區)	29/F - 33/F & 35/F - 38/F	A	846
		B	822
		C	698
		D	726
		E	1079
	15/F - 23/F & 25/F - 28/F	A	847
		B	822
		C	698
		D	726
		E	1079
第21座(第6區)	38/F	B	1700
		C	1453
	37/F	E	833
		B	1738
		C	832
		D	836
		E	833
	36/F	A	1207
		B	1357
		C	832
D		836	
E		833	
16/F - 23/F, 25/F - 33/F & 35/F	16/F - 23/F, 25/F - 33/F & 35/F	A	1165
		B	1417
		C	832
		D	836
		E	833
	15/F	B	1431
		C	832
		D	836
		E	833
		12/F	A
B	1490		
C	832		
D	841		

### C. 有關期數的管理人的委任年期

29. 「期數」的管理人獲委任的首任任期從「發展項目」的第一張佔用許可證發出之日起至「發展項目」最後一個「期數」的佔用許可證之日後兩年或「政府租契」內的建築契約期限屆滿，以較早者為準，並在其後逐年續任，受「主公契」中的終止條文規限。

### D. 管理開支按甚麼基準在期數中的住宅物業的擁有人之間分擔

30. 期數中的住宅物業的「業主」須按以下方式分擔管理開支：

- 「期數」中的住宅物業的「業主」（連同其他人）須按他們（連同其他人）擁有的「單位」（定義見「主公契」）獲分配的「管理份數」（定義見「主公契」）對「非鐵路發展項目」（定義見「主公契」）獲分配的總「管理份數」之比例分擔「非鐵路發展項目管理預算」（定義見「主公契」）的開支；
- 「期數」中的住宅物業的「業主」（連同其他人）須按他們（連同其他人）擁有的「單位」獲分配的「管理份數」對「期數」獲分配的總「管理份數」之比例分擔相關「期數管理預算」（定義見「主公契」）的開支，但是倘管理人為個別「期數」或其中任何部分製定分預算，則只有屬於該整個「期數」的開支須按上述方式分攤。該分預算涵蓋的「業主」應按他們擁有的「單位」獲分配的「管理份數」對該分預算涵蓋的所有「單位」獲分配的總「管理份數」之比例支付該分預算的開支。

31. 以下是分配予期數中的每個住宅物業的管理份數的數目：

第20座

(a) 第六期住宅發展項目

區	樓層	單位A	單位B	單位C	單位D	單位E
第20座(第2區)	12/F	315	139	77	78	--
	15/F	--	138	77	78	--
	16/F	106	133	77	78	78
	17/F	106	133	77	78	78
	18/F	106	133	77	78	78
	19/F	106	133	77	78	78
	20/F	106	133	77	78	78
	21/F	106	133	77	78	78
	22/F	106	133	77	78	78
	23/F	106	133	77	78	78
	25/F	106	133	77	78	78
	26/F	106	133	77	78	78
	27/F	106	133	77	78	78
	28/F	106	133	77	78	78
	29/F	106	133	77	78	78
	30/F	106	133	77	78	78
	31/F	106	133	77	78	78
	32/F	106	133	77	78	78
33/F	106	133	77	78	78	
35/F	106	133	77	78	78	
36/F	110	127	77	78	78	
37/F	--	169	77	78	78	
38/F	--	167	136	--	78	

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(b) 第六期服務式公寓樓宇

區	樓層	單位A	單位B	單位C	單位D
第20座 (第1區)	67/F	174	82	164	169
	68/F	174	82	164	169
	69/F	174	82	164	169
	70/F	174	82	164	169
	71/F	176	82	164	169
	72/F	174	82	164	169
	73/F	175	82	164	169
	75/F	175	82	164	169
	76/F	176	82	164	169
	77/F	176	82	164	169
	78/F	176	82	164	169
	79/F	176	82	164	169
	80/F	176	82	164	169
	81/F	176	82	164	169
	82/F	176	82	164	169
	83/F	176	82	164	169
	85/F	176	82	164	169
	86/F	176	82	164	169
	87/F	187	82	164	169
	88/F	187	82	164	169
89/F	187	82	164	169	
90/F	187	82	164	169	
91/F	393	--	220	234	

第21座

(a) 第六期住宅發展項目

區	樓層	單位A	單位B	單位C	單位D	單位E
第21座 (第6區)	12/F	321	138	77	78	--
	15/F	--	133	77	78	77
	16/F	108	132	77	78	77
	17/F	108	132	77	78	77
	18/F	108	132	77	78	77
	19/F	108	132	77	78	77
	20/F	108	132	77	78	77
	21/F	108	132	77	78	77
	22/F	108	132	77	78	77
	23/F	108	132	77	78	77
	25/F	108	132	77	78	77
	26/F	108	132	77	78	77
	27/F	108	132	77	78	77
	28/F	108	132	77	78	77
	29/F	108	132	77	78	77
	30/F	108	132	77	78	77
	31/F	108	132	77	78	77
	32/F	108	132	77	78	77
	33/F	108	132	77	78	77
	35/F	108	132	77	78	77
36/F	112	126	77	78	77	
37/F	--	161	77	78	77	
38/F	--	158	135	--	77	

(b) 第六期服務式公寓樓宇

區	樓層	單位A	單位B	單位C	單位D	單位E
第21座 (第1區)	67/F	185	157	124	108	--
	68/F	185	157	124	108	--
	69/F	185	157	124	108	--
	70/F	185	157	124	108	--
	71/F	185	157	124	108	--
	72/F	185	157	124	108	--
	73/F	185	157	124	108	--
	75/F	185	157	124	108	--
	76/F	185	157	124	108	--
	77/F	185	157	124	108	--
	78/F	185	157	124	108	--
	79/F	185	157	124	108	--
	80/F	185	157	124	108	--
	81/F	185	157	124	108	--
	82/F	238	157	125	109	--
	83/F	205	157	125	111	--
	85/F	205	157	125	111	--
	86/F	205	157	125	111	--
	87/F	205	157	125	111	154
	88/F	205	157	125	111	154
89/F	205	157	125	111	154	
90/F	205	157	125	111	154	
91/F	258	224	376	--	154	

區	樓層	單位A	單位B	單位C	單位D
第21座 (第2區)	15/F	170	155	122	109
	16/F	170	155	122	109
	17/F	170	155	122	109
	18/F	170	155	122	109
	19/F	170	155	122	109
	20/F	170	155	122	109
	21/F	170	155	122	109
	22/F	170	155	122	109
	23/F	170	155	122	109
	25/F	170	155	122	109
	26/F	170	155	122	109
27/F	170	155	122	109	

區	樓層	單位A	單位B	單位C	單位D
第21座 (第2區)	28/F	170	155	122	109
	29/F	170	154	122	109
	30/F	170	154	122	109
	31/F	170	154	122	109
	32/F	170	154	122	109
	33/F	170	154	122	109
	35/F	170	154	122	109
	36/F	170	154	122	109
	37/F	171	154	122	109
	38/F	171	154	122	109
	50/F	167	155	123	108
	51/F	167	155	123	108
	52/F	167	155	123	108
	55/F	167	155	123	108
	56/F	167	155	123	108
	57/F	167	155	123	108
	59/F	167	155	123	108
	60/F	167	155	123	108
61/F	167	155	123	108	
62/F	167	155	123	108	
63/F	167	155	123	108	

區	樓層	單位A	單位B	單位C	單位D	單位E
第21座 (第3區)	67/F	115	133	192	130	111
	68/F	115	133	192	130	111
	69/F	115	133	192	130	111
	70/F	115	133	192	130	111
	71/F	115	133	192	130	111
	72/F	115	133	192	130	111
	73/F	115	133	192	130	111
	75/F	115	133	192	130	111
	76/F	115	133	192	130	111
	77/F	115	133	192	130	111
	78/F	115	133	192	130	111
79/F	115	133	192	130	111	
80/F	115	133	366	130	111	
81/F	170	191	--	179	--	



# Summary of deed of mutual covenant

## 公契的摘要

區	樓層	單位A	單位B	單位C	單位D	單位E	單位F	單位G	單位H	單位J	單位K
第21座 (第5區)	15/F	79	76	65	67	100	--	--	--	--	--
	16/F	79	76	65	67	100	--	--	--	--	--
	17/F	79	76	65	67	100	--	--	--	--	--
	18/F	79	76	65	67	100	--	--	--	--	--
	19/F	79	76	65	67	100	--	--	--	--	--
	20/F	79	76	65	67	100	--	--	--	--	--
	21/F	79	76	65	67	100	--	--	--	--	--
	22/F	79	76	65	67	100	--	--	--	--	--
	23/F	79	76	65	67	100	--	--	--	--	--
	25/F	79	76	65	67	100	--	--	--	--	--
	26/F	79	76	65	67	100	--	--	--	--	--
	27/F	79	76	65	67	100	--	--	--	--	--
	28/F	79	76	65	67	100	--	--	--	--	--
	29/F	79	76	65	67	100	--	--	--	--	--
	30/F	79	76	65	67	100	--	--	--	--	--
	31/F	79	76	65	67	100	--	--	--	--	--
	32/F	79	76	65	67	100	--	--	--	--	--
	33/F	79	76	65	67	100	--	--	--	--	--
	35/F	79	76	65	67	100	--	--	--	--	--
	36/F	79	76	65	67	100	--	--	--	--	--
	37/F	79	76	65	67	100	--	--	--	--	--
	38/F	79	76	65	67	100	--	--	--	--	--
	50/F	79	--	65	66	99	81	81	52	64	52
	51/F	79	76	65	66	99	81	81	52	64	52
	52/F	79	76	65	66	99	81	81	52	64	52
	55/F	79	76	65	66	99	81	81	52	64	52
56/F	79	76	65	66	99	81	81	52	64	52	
57/F	79	76	65	66	99	81	81	52	64	52	
59/F	79	76	65	66	99	81	81	52	64	52	
60/F	79	76	65	66	99	81	81	52	64	52	
61/F	79	76	65	66	99	81	81	52	64	52	
62/F	79	76	65	66	99	81	81	52	64	52	
63/F	79	76	65	66	99	81	81	52	64	52	

### E. 計算管理費按金的基準

32. 在期數中的住宅物業的管理費按金金額相等於3個月的管理費（定義見「主公契」）。

### F. 處理擁有人在期數中保留作自用的範圍（如有的話）的公契條文的摘要

33. 香港鐵路有限公司在期數中保留以下範圍作自用：

「第六期預留地方」，指預留作安裝和放置清潔及維修「地盤E」（定義見「副公契」）正面外牆用途各吊船、吊架、軌道及相關結構物與設備的「第六期」的部份。

34. 受「政府租契」、「主公契」及「副公契」之契諾與條款規定，於年期餘年及任何續訂年期內，分配予「發展項目」「第六期」的每份「份數」由不時擁有資格的人士或人等持有，並只要業主準時按照「主公契」指定的時間及方式繳付「管理費」（如規定者）及受「第六期大廈規則」所規定，便可連帶享有（如適用）「副公契」第二附錄第I部份註明各項地役權、權利及特權之利益，包括但不限於以下地役權、權利及特權：

(a) 「第六期預留地方」現任「業主」、其僱僕、代理、受許可人及租客均有全權及自由（與所有其他具有同類權利的人等共享）行經、通越及再通越「第六期酒店/服務式公寓/住宅公用地方」以作關乎完善使用及享用其「單位」之所有用途。

(b) (i) 「第六期預留地方」「業主」及其所有授權人等均有權在「第六期預留地方」安裝及維修吊船、吊架、軌道及相關結構物與設備，並可在「第六期酒店/服務式公寓/住宅公用地方」沿「副公契」所夾附圖則以淺橙色加之字黑線顯示的路線安裝和維修軌道及相關結構物，以便清潔、修理及維修「地盤E」的正面外牆。然而「第六期預留地方」「業主」應自費負責修理及維修由其本身或授權人等裝設的上述吊船、吊架、軌道及相關結構物與設備。

(ii) 「第六期預留地方」「業主」及其所有授權人等均有權在事前與管理人預約（緊急情況除外）後，於任何合理時間聯同承辦商、傭僕、代理、工人或其他授權人等，不論攜帶必要工具、設備、機器及物料與否，進入「第六期酒店/服務式公寓/住宅公用地方」任何部份，以便安裝、修理、維修、拆除或更換上文(i)次條所載位於「第六期酒店/服務式公寓/住宅公用地方」的軌道及相關結構物，藉此操作存放於「第六期預留地方」的吊船，以清潔、修理及維修「地盤E」的正面外牆。然而「第六期預留地方」「業主」必須盡量避免造成滋擾，如有損害則妥善修復。如因行使本項權利令管理人及/或「第六期」「業主」蒙受、承受或招致任何損失、損害、索償、需索、費用及開支，則需向管理人及「第六期」「業主」作出賠償。

除非在本售樓說明書另有定義，以上使用的方括號內的詞語與「主公契」、「副公契」及「分副公契」內的詞語具有相同義意。

# Summary of land grant

## 批地文件的摘要

1. The Phase is situated on Site F of Kowloon Inland Lot No.11080.

2. Kowloon Inland Lot No.11080 (the “**Lot**”) was granted under Agreement and Conditions of Grant No.UB12397 (as varied or modified by four Modification Letters dated 10 November 1997, 8 June 1998, 15 May 2000 and 12 December 2000 respectively and registered in the Land Registry by Memorial Nos. UB7333780, UB7500376, UB8098181 and UB8262169 respectively and an Approval letter dated 26 September 2008 and registered in the Land Registry by Memorial No. 08092902530044) (collectively the “**Land Grant**”) for a term of years commencing on 8 July 1996 and expiring on 30 June 2047.

### 3. User

Special Condition No.(17)(a) and (b) of the Land Grant stipulates that:

(a) Subject to these Conditions (as defined in General Condition No.(14) of the Land Grant), the Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than non-industrial (excluding godown and petrol filling station) purposes.

(b) Without prejudice to the generality of sub-clause (a) of Special Condition No.(17) and Special Condition No.(19) of the Land Grant, the Lot or any part thereof or any building or part of any building erected or to be erected thereon shall not be used for any purpose other than for which it is designed, constructed and intended in accordance with these Conditions, the Approved Landscaping Proposals and the Approved Building Plans.

### 4. Indemnity by Grantee

General Condition No.(6) of the Land Grant stipulates that:

The Grantee shall indemnify and keep indemnified the Government against all actions, proceedings, liabilities, demands, costs, expenses and claims whatsoever arising from any damage caused to adjacent or adjoining land where such damage has, in the opinion of the Director of Lands (the “**Director**”) (whose opinion shall be final and binding upon the Grantee), arisen out of any development or redevelopment affecting the Lot or part thereof or out of any other works which the Grantee is required to undertake in compliance with these Conditions.

### 5. Maintenance

General Condition No.(8) of the Land Grant stipulates that:

(a) The Grantee shall throughout the tenancy having built or rebuilt (which word refers to redevelopment as contemplated in sub-clause (b) below) in accordance with these Conditions:

(i) maintain all buildings in accordance with the approved design, disposition or height and any approved building plans without variation or modification thereto;

(ii) maintain all buildings erected or which may hereafter be erected in accordance with these Conditions or any subsequent contractual variation of them, in good and substantial repair and condition and in such repair and condition deliver up the same at the expiration or sooner determination of the tenancy.

(b) In the event of the demolition at any time during the tenancy of any building then standing on the Lot or any part thereof the Grantee shall replace the same either by sound and substantial building or buildings of the same type and of no less gross floor area or by building or buildings of such type and value as shall be approved by the Director. In the event of demolition as aforesaid the Grantee shall within one month of such demolition apply to the Director for consent to carry out building works for the redevelopment of the Lot and upon receiving such consent shall within three months thereof commence the necessary works of redevelopment and shall complete the same to the satisfaction of and within such time limit as is laid down by the Director.

### 6. Private streets, roads and lanes

General Condition No.(10) of the Land Grant stipulates that:

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

### 7. Landscaping

Special Condition No.(8)(d) and (e) of the Land Grant stipulates that:

(d) Upon development or redevelopment of the Lot, the Grantee shall landscape the Lot in accordance with the Conceptual Submission and the Detailed Submission (both as defined in Special Condition No.8(a) of the Land Grant) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director. The Conceptual Submission and the Detailed Submission as approved by the Director and any subsequent amendments thereto approved in accordance with these Conditions are hereinafter collectively referred to as “**the Approved Landscaping Proposals**”.

(e) The Grantee shall at his own expense thereafter keep and maintain the landscape works in a clean, neat, tidy, functional and healthy condition all to the satisfaction of the Director.

### 8. Formation of Green Area

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

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

(a) within 24 months from the date of the Agreement and Conditions of Grant No.UB12397, lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements or such other structures as the Director in his sole discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green (hereinafter referred to as “**the Green Area**”) on Plan I annexed to the Land Grant;

(b) within 24 months from the date of the Agreement and Conditions of Grant No.UB12397 surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, traffic light signals, street furniture and road markings as the Director may require; and

(c) maintain the Green Area together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area shall have been re-delivered to the Government in accordance with Special Condition No.(11) of the Land Grant. <sup>1</sup>

### 9. Restriction of use of the Green Area

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

The Grantee shall not without the prior written consent of the Director use the Green Area for the purpose of storage or for the erection of any temporary structure.

#### Remark:

1. As provided in a letter from the Director dated 13 July 1998, the Green Area was formed and re-delivered to the Government on 26 June 1998 in accordance with Special Condition Nos.(9) and (11) of the Land Grant.



### 10. Building Covenant

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

- (a) The Grantee shall develop the Lot by the erection thereon of a building or buildings complying in all respects with these Conditions and all Ordinances, Bye-laws and Regulations relating to building, sanitation and planning which are or may at any time be in force in Hong Kong, such building or buildings to be completed and made fit for occupation on or before the 31st day of March 2009 or 73 months from the Due Date for Site G, whichever is the later.
- (b) Notwithstanding sub-clause (a) of Special Condition No.(16) of the Land Grant:
  - (i) the building or buildings or part or parts thereof erected or to be erected in respect of Site A shall be completed and made fit for occupation on or before the 30th day of September, 2001;
  - (ii) the building or buildings or part or parts thereof erected or to be erected in respect of Site B shall be completed and made fit for occupation on or before the 30th day of September, 2004 or 74 months from the Due Date for Site B, whichever is the later;
  - (iii) save as provided for in Special Condition No.(90) hereof, the building or buildings or part or parts thereof erected or to be erected in respect of Site C shall be completed and made fit for occupation on or before the 31st day of March, 2005 or 73 months from the Due Date for Site C, whichever is the later;
  - (iv) the building or buildings or part or parts thereof erected or to be erected in respect of Site D shall be completed and made fit for occupation on or before the 31st day of March, 2005 or 61 months from the Due Date for Site D, whichever is the later;

- (v) the building or buildings or part or parts thereof erected or to be erected in respect of Site E shall be completed and made fit for occupation on or before the 31st day of March, 2007 or 73 months from the Due Date for Site E, whichever is the later;
- (vi) the building or buildings or part or parts thereof erected or to be erected in respect of Site F shall be completed and made fit for occupation on or before the 31st day of March, 2007 or 61 months from the Due Date for Site F, whichever is the later;
- (vii) the building or buildings or part or parts thereof erected or to be erected in respect of Site G shall be completed and made fit for occupation on or before the 31st day of March, 2009 or 73 months from the Due Date for Site G, whichever is the later.

### 11. Development Conditions

Special Condition No.(18)(a) and (b) of the Land Grant stipulates that:

Subject to these Conditions upon development or re-development (which terms refers solely to the redevelopment contemplated in General Condition No.(8)(b) of the Lot or any part thereof) :-

- (a) The Grantee shall only erect, construct, provide and maintain upon the Lot accommodation and facilities for:
  - (i) the Mass Transit Railway Station (as defined in Special Condition No.(33) of the Land Grant);
  - (ii) the Government Accommodation (as defined in Special Condition No.(19) of the Land Grant);
  - (iii) (a) residential purposes (hereinafter referred to as “**the Residential Accommodation**”) comprising 5,866 flats or such other number of flats as may be approved by the Director with a total gross floor area of not less than 364,816 square metres and not more than 608,026 square metres;
  - (b) office purposes (hereinafter referred to as “**the Office Accommodation**”) with a total gross floor area of not less than 141,467 square metres and not more than 235,778 square metres;

- (c) non-industrial (excluding residential, office, hotel, godown and petrol filling station) purposes (hereinafter referred to as “**the Retail Accommodation**”) with a total gross floor area of not less than 49,650 square metres and not more than 82,750 square metres;
- (d) hotel purposes (hereinafter referred to as “**the Hotel Accommodation**”) with a total gross floor area of not less than 57,000 square metres and not more than 95,000 square metres; and
- (e) non-industrial (excluding office, godown and petrol filling station) purposes (hereinafter referred to as “**the Non-industrial Accommodation**”) with a total gross floor area of not more than 72,472 square metres and in all respects in accordance with the Master Layout Plan Revision 25 approved by the Town Planning Board in its letter dated the 12th day of August 2005;

- (iv) the CBCT (as defined in Special Condition No.(90) of the Land Grant); and
- (v) the Kindergarten (as defined in Special Condition No.(92) of the Land Grant).

(b) Notwithstanding sub-clause (a)(iii) of Special Condition No.(18) of the Land Grant, the Grantee shall only erect, construct, provide and maintain upon the Lot accommodation and facilities :-

- (i) in respect of Site A, the Residential Accommodation with a total gross floor area of not less than 88,537 square metres but not more than 147,562 square metres;
- (ii) in respect of Site B, the Residential Accommodation with a total gross floor area of not less than 126,191 square metres but not more than 210,319 square metres;
- (iii) in respect of Site C, accommodation and facilities with a total gross floor area of not less than 63,532 square metres but not more than 105,886 square metres made up or to be made up as follows :
  - (a) the Residential Accommodation with a total gross floor area of not less 60,000 square metres but not more than 100,000 square metres; and

(b) the CBCT (as defined in Special Condition No.(90) of the Land Grant) with a total gross floor area of 5,886 square metres or such other area as may be approved by the Director.

(iv) in respect of Site D, the Residential Accommodation with a total gross floor area of not less than 77,307 square metres but not more than 128,845 square metres.

(v) in respect of Site E, accommodation and facilities with a total gross floor area of not less than 50,139 square metres but not more than 83,565 square metres made up or to be made up as follows :-

- (a) the Retail Accommodation with a total gross floor area of not less than 49,509 square metres but not more than 82,515 square metres; and
- (b) the Kindergarten (as defined in Special Condition No.(92) of the Land Grant) with a total gross floor area of 1,050 square metres or such other area as may be approved by the Director;

(vi) in respect of Site F, accommodation and facilities with a total gross floor area of not less than 88,213 square metres but not more than 147,022 square metres made up or to be made up as follows :-

- (a) the Hotel Accommodation with a total gross floor area of not less than 31,950 square metres but not more than 53,250 square metres;
- (b) the Non-industrial Accommodation with a total gross floor area of not less than 43,483 square metres but not more than 72,472 square metres; and
- (c) the Residential Accommodation with a total gross floor area of not less than 12,780 square metres but not more than 21,300 square metres; and

(vii) in respect of Site G, accommodation and facilities with a total gross floor area of not less than 164,258 square metres but not more than 273,763 square metres made up or to be made up as follows :-

# Summary of land grant

## 批地文件的摘要

with the Technical Schedules prepared for this Lot which for the purposes of these Conditions are deemed part of these Conditions to be read and construed as such (hereinafter referred to as “**the Technical Schedules**”) and the plans approved under Special Condition No. (20) of the Land Grant, the following accommodation:-

- (a) the Hotel Accommodation with a total gross floor area of not less than 25,050 square metres but not more than 41,750 square metres;
  - (b) the Office Accommodation with a total gross floor area of not less than 139,067 square metres but not more than 231,778 square metres; and
  - (c) the Retail Accommodation with a total gross floor area of not less than 141 square metres but not more than 235 square metres.
- (viii) notwithstanding anything contained in these Conditions, the Director shall have the right at any time and at his sole discretion to permit amendments to the boundaries defining Site E, Site F and Site G (hereinafter collectively referred to as “the three Sites”), to permit the relocation of the accommodation and facilities to be provided within the three Sites and to allow variations in the total minimum and the total maximum gross floor areas of each of the three Sites stipulated in sub-clauses (b)(v), (b)(vi) and (b)(vii) respectively of Special Condition No. (18) provided that the total maximum gross floor areas of the three Sites as a whole shall not exceed the overall total maximum gross floor areas stipulated in the said sub-clauses (b)(v), (b)(vi) and (b)(vii). In exercising his right referred to in Special Condition No. (18)(b)(viii), the Director may impose such terms and conditions, including charging of additional premium and requiring an appropriate indemnity from the Grantee, as the Director shall consider necessary.
- ### 12. Government Accommodation
- Special Condition No.(19)(a) of the Land Grant stipulates that:
- (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the Lot, in a good workmanlike manner and in accordance
- with the Technical Schedules prepared for this Lot which for the purposes of these Conditions are deemed part of these Conditions to be read and construed as such (hereinafter referred to as “**the Technical Schedules**”) and the plans approved under Special Condition No. (20) of the Land Grant, the following accommodation:-
- (i) one public transport terminus (hereinafter referred to as “**the PTT**”) on the ground level comprising :-
    - (a) one bus terminus of 7 bus bays with stacking area for 12-metre double decker buses, one public light bus terminus of 4 bus bays and an area of not less than a net operational floor area of 80 square metres for ancillary facilities for the bus operator including but not limited to a regulator’s office, tool room, staff canteen and toilets constructed or to be constructed within Site A to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway serving Lantau Island commonly known as the Lantau Line; and
    - (b) two taxi stands, a lay-by and an area of not less than a net operational floor area of 80 square metres for ancillary facilities for the bus operator constructed or to be constructed within Site C to be completed and made fit for occupation and operation on or before the 31st day of March 2003;<sup>2</sup>
  - (iii) one day nursery (hereinafter referred to as “**the Day Nursery**”) with a net operational floor area of not less than 355 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;
  - (iv) one social centre for elderly (hereinafter referred to as “the Social Centre”) with a net operational floor area of not less than 132 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;
  - (v) one home help centre with a net operational floor area of not less than 159.5 square metres and two carparking spaces each of which shall not be less than 5.5 metres in length and 2.7 metres in width with a minimum headroom of 2.3 metres (which home help centre and carparking spaces are hereinafter collectively referred to as “the Home Help Centre”) to be completed and made fit for occupation and

operation on or before the 30th day of September, 2001; and

- (vi) one children and youth centre cum study/reading room (hereinafter referred to as “the Youth Centre”) with a net operational floor area of not less than 505.5 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001,

(which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “**the Government Accommodation**”).

### 13. Maintenance of the Government Accommodation

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

- (a) Without prejudice to the provisions of Special Condition No.(29) of the Land Grant the Grantee shall, at all times until expiry of the Defects Liability Period referred to in Special Condition No.(29)(a) of the Land Grant, at his own expense maintain in good condition and in all respects to the satisfaction of the Director the Government Accommodation and the building services installations therefor.
- (b) For the purpose of Special Condition No.(25) of the Land Grant only, the expression “Grantee” shall exclude his assigns.

### 14. Defects Liability

Special Condition No.(29)(b) and (f) of the Land Grant stipulates that:

- (b) Whenever required by the Director and/or F.S.I. (as defined in Special Condition No. (27) of the Land Grant), the Grantee shall at his own expense and within such time and to such standard and in such manner as may be specified by the Director and/or F.S.I. carry out all works of maintenance, repair, amendment,

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

- (f) For the purpose of Special Condition No.(29) of the Land Grant only, the expression “Grantee” shall exclude his assigns.

### 15. Maintenance of external finishes and structure of walls, etc.

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

- (a) The Grantee shall throughout the term hereby agreed to be granted at his own expense 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 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, 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

Remark:

- 2. This requirement was waived by a No-Objection Letter dated 22 December 2003 and registered in the Land Registry by Memorial No.UB9089574.



(v) all other common parts and facilities serving the Government Accommodation and the remainder of the development on the Lot.

(b) 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.

(c) For the purpose of this Special Condition only, the expression “Grantee” shall exclude F.S.I..

### 16. Mass Transit Railway Station

Special Condition No.(33) of the Land Grant stipulates that:

(a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) within Site M, a railway station together with such ancillary railway structures, facilities (including In-Town Check-In facilities and the transport interchange to serve the Mass Transit Railway commonly known as the Airport Express Line (which transport interchange is hereinafter referred to as “**the Transport Interchange**”)), roads and such number of carparks for the use by the public using or visiting the railway station as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Corporation Ordinance (which station, roads, ancillary structures, facilities and carparks are hereinafter collectively referred to as “**the Mass Transit Railway Station**”) to be completed and made fit to commence operation on a scale satisfactory to the Director by the 30th day of June, 1998.

(b) The Mass Transit Railway Station shall not be used for any purpose other than for the purpose of a station for the Mass Transit Railway, together with other Mass Transit Railway operational and ancillary uses and such other uses as may be approved in writing by the Director at his sole discretion.

### 17. Mass Transit Railway protection

Special Condition No.(40) of the Land Grant stipulates that:

(a) No building works, foundation works or any other works on or within the lot or any part thereof shall damage, interfere with, obstruct or endanger the operation of the Mass Transit Railway, the Mass Transit Railway Station or any structures or installations or tunnels in relation to the Mass Transit Railway (hereinafter collectively referred to as the “**Mass Transit Railway Structures and Installations**”) in or passing through or in the vicinity of the Lot or any part thereof. The Grantee shall at his own expense take such measures and precautions as may be required by the Director as to ensure the safety of the Mass Transit Railway Structures and Installations and the operation of the Mass Transit Railway and the Mass Transit Railway Station.

(b) Throughout the whole of the term agreed to be granted by the Land Grant the Grantee shall comply with and observe to the satisfaction of the Director of Buildings all the requirements imposed by the Director of Buildings to protect the Mass Transit Railway Structures and Installations.

### 18. Access to the Mass Transit Railway Station by the Public

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

The Grantee shall throughout the term agreed to be granted by the Land Grant permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever except such carparking fees as may be imposed by the Grantee to enter into, upon and through those part or parts of the Lot and in, under, through, on or over buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Mass Transit Railway Station.

### 19. Private Recreational Facilities, Public Open Space and Public Recreational Facilities

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

(a) The Grantee shall in accordance with the Approved Building Plans and the Approved Landscaping Proposals erect, construct, provide at his own expense and in all respects to the satisfaction of the Director within the Lot :-

(i) such private recreational facilities and facilities ancillary thereto (hereinafter referred to as “**the Private Recreational Facilities**”) of such type, size, design, height and disposition as may be approved in writing by the Director for the use only by the residents or occupiers of the building or buildings erected or to be erected on the Lot and their bona fide visitors;

(ii) such number of public open spaces with a total area of not less than 1.70 hectares as may be required by the Director (hereinafter referred to as “**the Public Open Space**”) and shall landscape the Public Open Space including the planting of such shrubs and trees, to such level, standard, and design as may be approved by the Director to be completed and made fit for use on the date or dates referred to in Special Condition No. (16) of the Land Grant as may be appropriate for the Site or Sites within which the Public Open Space is provided or to be provided; and

(iii) public recreational facilities and facilities ancillary thereto (hereinafter collectively referred to as “**the Public Recreational Facilities**”) of such number, size, type, design, height and disposition and with such materials, as may be required by the Director to be completed and made fit for operation and use on the date or dates referred to in Special Condition No. (16) of the Land Grant as may be appropriate for the Site or Sites within which the Public Recreational Facilities are provided or to be provided.

(b) The Grantee shall throughout the term agreed to be granted by the Land Grant at his own expense maintain the Private Recreational Facilities, the Public Open Space and the Public Recreational Facilities in good and substantial repair and condition and shall operate the Private Recreational Facilities and the Public Recreational Facilities in all respects to the satisfaction of the Director.

(c) The Public Open Space shall be opened to the public for all lawful purposes freely and without payment of any nature.

(d) The Public Recreational Facilities shall be opened and made available for use by the public. The Grantee shall be entitled to determine and charge the public such fee or range of fees for

the use subject to the Grantee being able to justify when called upon to do so by the Director, that the fee or range of fees are reasonably necessary for the management, repair, renovation and upkeep of the Public Recreational Facilities.

### 20. Parking requirements

Special Condition No.(46)(a)(iv) of the Land Grant stipulates that:

(a) Subject to Special Condition No.(47) of the Land Grant, the Grantee shall provide in all respects to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance:

(iv) a total of 24 spaces for the parking of coaches or such lesser number as may be approved by the Director shall be provided or to be provided in any of the Sites other than Site A to be opened to the public to be completed and made fit for use on or before the 31st day of March, 2007.<sup>3</sup> Each of the spaces so provided shall occupy an area of 3 metres in width and 12 metres in length with a minimum headroom of 3.8 metres.<sup>4</sup>

Special Condition No.(46)(b)(iv) of the Land Grant stipulates that:

(b) Subject to Special Condition No.(47) of the Land Grant space shall be provided within the Lot as part of the Common Areas (as defined in Special Condition No. (58)(a)(v) of the Land Grant) in all respects to the satisfaction of the Director for the loading and unloading of motor vehicles:

(iv) one space to be located in close proximity to the loading lift of the Home Help Centre of not less than 7 metres in length, 3.0 metres in width with a minimum headroom of 3 metres to be used for the purposes of the Home Help Centre free of costs and charges and the Mass Transit Railway Station on a joint use basis.

### 21. Refuse Collection

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

The Grantee shall at his own expense provide operate and maintain to the satisfaction of the Director of Urban Services a comprehensive system of refuse collection from each floor of the building or buildings erected on the Lot together with such spaces for the

Remark:

3. Under a letter from the District Lands Officer, Kowloon West dated 25 June 2007, the completion date in Special Condition No.(46)(a)(iv) was amended to 31 December 2007.

4. Under the Approval Letter dated 26 September 2008 and registered in the Land Registry by Memorial No.08092902530044, the Grantee shall provide, inter alia, a total of 24 of those spaces stipulated in Special Condition No.(46)(a)(iv) of the Land Grant within Site G in all respects to the Director’s satisfaction.

parking, loading and unloading of refuse collection vehicles as may be approved or required by and in all respects to the satisfaction of the Director of Urban Services.

### 22. Roads within the Lot

Special Condition No.(52) of the Land Grant stipulates that:

- (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 as may be required by the Director including roads, pedestrian footbridges, walkways, staircases, passenger lifts, escalators and ramps (hereinafter are collectively referred to as “**the Internal Transport System**”) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, green minibuses and cross border coaches as may be determined by the Commissioner for Transport.
- (b) The Grantee 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 authorization 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.
- (c) The Grantee shall at his own expense and 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.

Remark:

5. Under three Approval Letters dated 3 February 2000, 31 July 2001 and 5 August 2009 respectively, the Director grants approval to the following:

- (a) the revision of the Locations from approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W as shown on Plan I annexed to the Land Grant to approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T and U and V through W as shown on Plan No. KM5877b annexed to the said Approval Letter dated 5 August 2009; and
- (b) the deletion of the Locations of the points X and Y through Z and AA and AB through AC as shown and marked on Plan I annexed to the Land Grant.

- (d) The Grantee shall throughout the term agreed to be granted by the Land Grant permit the Government, its officers, agents, contractors and any other persons authorized by it the right of free ingress, egress and regress at any time with or without tools, machinery or motor vehicles to, from or through the Lot or any part thereof or any building or buildings or part of any building or buildings erected or to be erected thereon for the purposes of inspecting and monitoring the operation of the Internal Transport System and the carrying out of the works for the provision of such transport facilities as may be required by the Director and pursuant to sub-clause (c) of Special Condition No.(19) of the Land Grant.

### 23. Western Elevated Road and Movement Joint Box

Special Condition No.(53)(a), (d), (e) and (f) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense within 24 months from the date of the Agreement and Conditions of Grant No. UB12397 complete construction of that part of the public road within the Reserved Area with such installations, structures, bearings, movement joint box and other facilities with such materials and to such standard, levels, width, alignment and design (which part of the public road lying within the Reserved Area and ancillary facilities are collectively referred to as “**the Western Elevated Road**”) and which movement joint box is hereinafter referred to as “**the Movement Joint Box**”) as the Director may require and in all respects to his satisfaction.
- (d) Without prejudice to sub-clause (e)(ii) of Special Condition No.(53) of the Land Grant, the Grantee shall permit the Director to have free access, from and through that part of the Lot lying below and above the Reserved Area to the Western Elevated Road at all times throughout the term agreed to be granted by the Land Grant for the Director’s maintenance vehicles, equipment, servants, agents and contractors to enable the Director to inspect, maintain, re-construct and repair the Western Elevated Road.
- (e) (i) The Grantee shall at his own expense maintain the Western Elevated Road in good repair and condition to the satisfaction of the Director until such time as possession of the Western Elevated Road or any part or parts thereof shall have been re-delivered to the Government in accordance with sub-clause (f) of Special Condition No.(53) of the Land Grant.

- (ii) Notwithstanding that the Western Elevated Road shall have been re-delivered to the Government pursuant to sub-clause (f) of Special Condition No.(53) of the Land Grant, the Grantee shall at his own expense continue to maintain the Movement Joint Box in good and substantial repair and condition to the satisfaction of the Director throughout the term agreed to be granted by the Land Grant.

- (f) Without prejudice to the provisions in sub-clause (e)(ii) of Special Condition No.(53) of the Land Grant, the Grantee shall remain responsible at his own cost and expense for the upkeep, maintenance and repair of the Reserved Area as specified in the Land Grant until such time as the Director shall confirm in writing of the Government’s acceptance of re-delivery of the Reserved Area or any part or parts thereof.

### 24. Future Footbridge Associated Structures and access to and from public pavement

Special Condition No.(55)(a) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense on or before such date or dates to be specified in a letter 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 with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter maintain upon the Lot columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required (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**”) between approximately the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W, X and Y through Z and AA and AB through AC all shown on Plan I annexed to the Land Grant or at such other location or locations as may be agreed by the Director (hereinafter referred to as “**the Locations**”).<sup>5</sup>

Special Condition No.(55)(b), (c) and (e) of the Land Grant stipulates that:

- (b) Throughout the term agreed to be granted by the Land Grant, there is reserved to the Director, his officers, contractors, agents, their employees and workers and the adjacent or neighbouring

lot owners with or without motor vehicles, equipment, plant, machineries, free of all costs and charges the right to enter into, upon and through the Lot or any part or parts thereof and in, under, through, on or over any building or buildings or any part thereof erected or to be erected thereon:

- (i) to carry out works to connect at the Locations the Future Footbridges to the Future Footbridge Associated Structures (which connection works are hereinafter referred to as “**the Connections**”) and to thereafter enjoy an easement of support of the Connections and the Future Footbridges; and
- (ii) to repair and maintain the Connections and the Future Footbridges.

- (c) 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 pursuant to 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 and shall be to the satisfaction of the Director.

- (e) The Grantee shall throughout the term agreed to be granted by the Land Grant all times and in compliance with any requirements which the Director may impose permit the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along, to or from 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 from or to the public pavement at ground level outside the Lot.

### 25. Bonfire

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

The Grantee shall not light any bonfire within the Lot and the Green Area or any part thereof for burning of debris or any materials.



### 26. Cutting away

Special Condition No.(64) of the Land Grant stipulates that:

Where consent has been given pursuant to Special Condition No.(63) of the Land Grant for any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever within the Lot or on any Government land which is required for the purpose of or in connection with the formation, levelling or development of the Lot or any part thereof or any other works required to be done by the Grantee under these Conditions, the Grantee shall carry out, construct or bear the cost of the carrying out or construction of such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the Lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter, and shall at all times during the term granted by the Land Grant maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, and drainage works in good and substantial repair and condition to the satisfaction of the Director. In the event that as a result or arising out of any formation, levelling, development or other works done by the Grantee any falling away, landslip or subsidence occurs at any time, whether in or from any land, within the Lot or from any adjacent or adjoining Government or leased land, the Grantee shall at his own expense reinstate and make good the same to the satisfaction of the Director and shall indemnify the Government its agents and contractors from and against all costs, charges, damages, demands and claims whatsoever which shall or may be made, suffered or incurred through or by reason of such failing away, landslip or subsidence. In addition to any other rights or remedies provided in the Land Grant for breach of any of these Conditions the Director shall be entitled by notice in writing to call upon the Grantee to carry cut, construct and maintain the said slope treatment works, retaining walls, land or other support, protection, and drainage works or to reinstate and make good any falling away, landslip or subsidence, and if the Grantee shall neglect or fail to comply with such notice to the satisfaction of the Director within the period specified therein the Director may forthwith execute and carry out the work and the Grantee shall on demand repay to the Government the cost thereof.

### 27. Anchor maintenance

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

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

### 28. Spoil or debris

Special Condition No.(67)(a) of the Land Grant stipulates that:

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

### 29. Utility services

Special Condition No.(68) of the Land Grant stipulates that:

The Grantee shall take or cause to be taken all proper and adequate care, skill and precautions at all time and particularly during any construction, maintenance, renewal or repair work to avoid doing any damage to any Government or other existing drain, waterway or watercourse (including water main), footpath, sewer, nullah, pipe, cable, wire, utility service or any other works or installations either completed or under construction (all together hereinafter referred to as “**the Works and Services**”) being or running upon, over, under or adjacent to the Lot or any part thereof and/or the Green Area provided that the Grantee before carrying out any such work as aforesaid shall make or cause to be made such proper search and enquiry as may be necessary to ascertain the present position and levels of any of

the Works and Services, and shall submit his proposals for dealing with any of the Works and Services in writing to the Director for his approval in all respects, and shall not carry out any work whatsoever until the Director shall have given his written approval to the works and to such proposals aforesaid, and shall comply with any requirement of the Director in respect of the Works and Services, and shall bear the cost of meeting such requirements including the cost of any necessary diversion, relaying or reinstatement, and shall at his own expense in all respects repair, make good and reinstate to the satisfaction of the Director any damage or disturbance caused to the surface of the Lot and/or the Green Area or any of the Works and Services running on, over, under or adjacent to the Lot and/or the Green Area in any manner arising out of any such construction, maintenance, renewal or repair work. If the Grantee fails to carry out any such necessary diversion, relaying, repairing, making good and reinstatement of the Lot or any part thereof and/or the Green Area or of any of the Works and Services to the satisfaction of the Director, he, the Director, may carry out any such diversion, relaying, reinstatement or making good as he considers necessary and the Grantee shall pay to the Government on demand the cost of such works.

### 30. Construction of drains and channels

Special Condition No.(71) of the Land Grant stipulates that:

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

### 31. Connecting drains and sewers

Special Condition No.(73) of the Land Grant stipulates that:

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

### 32. Director of Environmental Protection’s prior consent to equipment and process

Special Condition No.(77) of the Land Grant stipulates that:

Except with the prior written consent of the Director of Environmental Protection, the Grantee shall not, in or upon the Lot or any part thereof or any building or part of any building erected or to be erected thereon, install or permit or suffer to be installed any machinery, furnace or boiler or any other equipment or use or permit or suffer to be used any fuel or any method or process of manufacture or treatment that might in any circumstance result in the discharge or emission of any pollutant or any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquid, solid or otherwise. The granting of such consent shall not be deemed to modify or alter in any way the Government’s powers for controlling pollution now or hereinafter imposed by any Ordinance, byelaw, regulation or other enactment.

### 33. Fuel restrictions

Special Condition No.(79) of the Land Grant stipulates that:

The Grantee shall not use any fuel on the Lot or any part thereof or in any building or any part of any building erected or to be erected thereon other than town gas, liquefied petroleum gas, natural gas, kerosene or other conventional liquid fuel with a sulphur content not exceeding 0.5% by weight and a viscosity of not more than 6 centistokes at 40°C, or a conventional solid fuel with a sulphur content not exceeding 1% by weight.

### 34. Discharge into sewers etc.

Special Condition No.(80) of the Land Grant stipulates that:

The Grantee shall not discharge directly or indirectly or cause or permit or suffer to be discharged into any public sewer, storm water drain, channel, stream-course or sea any trade effluent or foul or contaminated water or cooling or hot water without the prior written consent of the Director of Environmental Protection, who may as a condition of granting his consent require the Grantee to provide, operate and maintain at the Grantee’s own expense within the Lot or otherwise and to the satisfaction of the Director of Environmental Protection suitable works for the treatment and disposal of such trade effluent or foul or contaminated or cooling or hot water.

comprising 8 bus bays for 12-metre double-decker buses, one stacking area to hold 16 double-decker buses, passenger waiting area, ticket office, control room, toilets and such ancillary facilities as may be approved in writing by the Director at his sole discretion who may in giving such approval impose such terms and conditions, including charging of additional premium, as he considers appropriate to be completed and made fit for occupation and operation on or before the 31st day of March 2004.<sup>6</sup>

### 35. Provision of fire service installations and equipment

Special Condition No.(86) of the Land Grant stipulates that:

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

### 36. Construction of Cross Border Coach Terminus

Special Condition No.(90)(a) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain in all respects to the satisfaction of the Director and the Commissioner for Transport and in accordance with these Conditions and the Approved Building Plans one cross border coach terminus (hereinafter referred to as “**the CBCT**”) on the ground level within Site C

### 37. Kindergarten

Special Condition No.(92)(a) of the Land Grant stipulates that:

- (a) The Grantee shall at his own expense erect, construct, provide and when called upon so to do by the Director cause to be operated in Site E a kindergarten (hereinafter referred to as “**the Kindergarten**”) at a location and to such designs and standards, as may first be approved in writing by the Director.

#### Remark:

6. By a No-objection Letter dated 31 March 2005 and registered in the Land Registry by Memorial No.05040800160019, the Grantee shall at his own expense erect, construct, provide and thereafter operate and maintain in all respects to the satisfaction of the Director and the Commissioner for Transport the CBCT to be completed and made fit for occupation and operation on or before 31 March 2005 or such other date as may be approved in writing by the Director.

By a letter from the District Lands Officer, Kowloon West dated 1 April 2005, the completion date in Special Condition No.(90)(a) was amended to 30 September 2005.



# Summary of land grant

## 批地文件的摘要

或其部份的發展或重建或承批人為符合批地條件而進行的其他工程而引致。

### 5. 保養

批地文件一般條件第8條規定：

(a) 承批人須在整個租期期間根據批地條件發展或重建（該詞語指以下第(b)分條提及的重建）：

(i) 按已批准的設計、佈局、高度或任何經批准的建築圖則保養所有建築物，不能對其作出改變或更改；

(ii) 保養所有已建或今後按批地條件或對其作出的合同修訂興建的所有建築物處於修繕妥當的狀態，並以修繕妥當的狀態在租期期滿或提早終止租約時交回。

(b) 倘若在租期期間拆卸當時在該地段或其中任何部分上存在的任何建築物，承批人須興建相同類型和不少於原先的總樓面面積的結構穩妥的建築物或署長批准的類型和價值的建築物作為代替。如果作出上述拆卸，承批人須在該拆卸的1個月內向署長申請批准進行該地段的重建之建築工程，並在收到上述同意後的3個月內展開重建所必要的工程和署長規定的時限內完成工程，使署長滿意。

### 6. 私人街、路及徑

批地文件一般條件第(10)條規定：

按批地文件的要求而鋪設之任何私人街、路及徑須在署長滿意的地方鋪設，及由署長決定是否納入或剔出出租的範圍，及無論在那一種情況須在需要時免費退回予政府。如上述之街、路及徑退回予政府，政府對平整、鋪設路邊石、鋪設排水渠（不論是污水渠或雨水渠）、鋪設渠道及照明費用由承批人支付，其後之保養由公共開支支付。如上述私人街、路及徑為其中部份出租土地，承批人須支付其照明、平整、鋪設路邊石、鋪設排水渠、鋪設渠道及保養的費用，並在各方面使署長滿意。如因公眾利益需要，署長可進行或提出進行道路街燈之安裝及保養。承批人須負責道路街燈安裝的資本成本及允許工人及車輛為安裝及保養道路街燈之目的自由出入及經過該出租土地。

### 7. 環境美化

批地文件特別條件第(8)(d)及(e)條規定：

(d) 在發展或重建該地段時，承批人須按經批准的概念建議書和詳細建議書（兩詞定義見批地文件特別條件第(8)(a)條）美化該地段。未經署長的預先書面同意，不得作出任何修訂、改變、更改、修改或替換。署長批准的概念建議書及詳細建議書及其後按批地條件批准對其作出的任何修訂在下文統稱「**經批准美化建議書**」。

(e) 承批人須在今後自費保持與保養美化工程處於整潔、整齊、實用及衛生狀態，在一切方面使署長滿意。

### 8. 平整綠色區域

批地文件特別條件第(9)條規定：

承批人須自費進行下述工程，在一切方面使署長滿意：

(a) 從批地規約及協議第UB12397號之日起24個月內，按署長批准的方式、材料、標準、水平、方位及設計鋪設、構建、提供及建造附於批地文件的圖則I上用綠色顯示的未來公共道路部分（以下簡稱「**綠色區域**」），（包括提供與建造橋樑、隧道、立交橋、地下通道、暗渠、高架橋、天橋、行人路或署長可自行酌情要求的其他建築物，以便在其上面建築、車輛及行人交通）；

(b) 從批地規約及協議第UB12397號之日起24個月內，在綠色區域平整、鋪設路邊石及渠道並提供署長可要求的明渠、污水渠、排水渠、連接至總水喉的消防栓、街道照明、交通標誌、交通照明信號、街道設施及道路標識；及

(c) 保養綠色區域連同在其上或其內建築、安裝及提供的一切構築物、服務、街道設施及植物直至按批地文件特別條件第(11)條交還綠色區域的管有權給政府。<sup>1</sup>

### 9. 綠色區域的使用限制

批地文件特別條件第(12)條規定：

未經署長的預先書面同意，承批人不得使用綠色區域作存放目的或作興建任何臨時構築物。

### 10. 建築契諾

批地文件特別條件第(16)條規定：

(a) 承批人須發展該地段，在其上建造建築物，在一切方面符合批地條件及當時在香港實施有關建築、衛生及規劃的一切法例、附例及規例。上述建築物須在2009年3月31日或之前或地盤G的到期日後73個月（以較遲者為準）完成並使其適合佔用。

(b) 即使批地文件特別條件第(16)條(a)分條有規定：

(i) 地盤A上已建或擬建的建築物或其中任何部分必須在2001年9月30日或之前完成並使其適合佔用；

(ii) 地盤B上已建或擬建的建築物或其中任何部分須在2004年9月30日或之前或地盤B到期日後74個月（以較遲者為準）完成並使其適合佔用；

(iii) 除批地文件特別條件第(90)條規定外，地盤C上已建或擬建的建築物或其中任何部分須在2005年3月31日或之前或地盤C到期日後73個月（以較遲者為準）完成並使其適合佔用；

(iv) 地盤D上已建或擬建的建築物或其中任何部分須在2005年3月31日或之前或地盤D到期日後61個月（以較遲者為準）完成並使其適合佔用；

(v) 地盤E上已建或擬建的建築物或其中任何部分須在2007年3月31日或之前或地盤E到期日後73個月（以較遲者為準）完成並使其適合佔用；

(vi) 地盤F上已建或擬建的建築物或其中任何部分須在2007年3月31日或之前或地盤F到期日後61個月（以較遲者為準）完成並使其適合佔用；及

(vii) 地盤G上已建或擬建的建築物或其中任何部分須在2009年3月31日或之前或地盤G到期日後73個月（以較遲者為準）完成並使其適合佔用。

附註：

1. 根據署長出具的一封信日期為1998年7月13日的信件顯示，綠色區域已被平整及於1998年6月26日按批地文件特別條件第9及11條交還予政府。



# Summary of land grant

## 批地文件的摘要

### 11. 發展條件

批地文件特別條件第(18)(a)條和(b)條規定：

除批地條件另有規定，在發展或重建(該詞語僅涉及按一般條件第(8)(b)條對該地段或其中任何部分的重建)時：

- (a) 承批人僅能在該地段上搭建、建築、提供及保養樓宇及設施，作為
  - (i) 港鐵站(定義見批地文件特別條件第(33)條)；
  - (ii) 政府樓宇(定義見批地文件特別條件第(19)條)；
  - (iii) (a) 住宅用途(以下簡稱「**住宅樓宇**」)，包括5,866個住宅單位或署長可批准的其他住宅單位數目，其總樓面面積不少於364,816平方米和不多於608,026平方米；
  - (b) 寫字樓用途(以下簡稱「**寫字樓大樓**」)，其總樓面面積不少於141,467平方米和不多於235,778平方米；
  - (c) 非工業用途(不包括住宅、寫字樓、酒店、倉庫及加油站)(以下簡稱「**零售樓宇**」)，其總樓面面積不少於49,650平方米和不多於82,750平方米；
  - (d) 酒店用途(以下簡稱「**酒店樓宇**」)，其總樓面面積不少於57,000平方米和不多於95,000平方米；及

- (e) 非工業用途(不包括寫字樓、倉庫及加油站)(以下簡稱「**非工業大廈**」)，其總樓面面積不多於72,472平方米，並在一切方面符合城市規劃委員會於2005年8月12日發出的函件批准的總規劃圖(第25版)。
- (iv) 跨境巴士總站(定義見批地文件特別條件第(90)條)；及
- (v) 幼稚園(定義見批地文件特別條件第(92)條)。
- (b) 即使批地文件特別條件第(18)條(a)(iii)分條有所規定，承批人只能在該地段上搭建、建築、提供及保養下列樓宇及設施：
  - (i) 在地盤A上的住宅樓宇，其總樓面面積不少於88,537平方米，但不多於147,562平方米；
  - (ii) 在地盤B上的住宅樓宇，其總樓面面積不少於126,191平方米，但不多於210,319平方米；
  - (iii) 在地盤C上的樓宇及設施，其總樓面面積不少於63,532平方米，但不多於105,886平方米，包括或將包括下列部分：
    - (a) 住宅樓宇，其總樓面面積不少於60,000平方米，但不多於100,000平方米；及
    - (b) 跨境巴士總站(定義見批地文件特別條件第(90)條)，其總樓面面積為5,886平方米或署長可批准的其他面積。
  - (iv) 在地盤D上的住宅樓宇，其總樓面面積不少於77,307平方米，但不多於128,845平方米。
  - (v) 在地盤E上的樓宇及設施，其總樓面面積不少於50,139平方米，但不多於83,565平方米，包括或將包括下列部分：

- (a) 零售樓宇，其總樓面面積不少於49,509平方米，但不多於82,515平方米；及
- (b) 幼稚園(定義見批地文件特別條件第(92)條)，其總樓面面積為1,050平方米或署長可批准的其他面積。
- (vi) 在地盤F上的樓宇及設施，其總樓面面積不少於88,213平方米，但不多於147,022平方米，包括或將包括下列部分：
  - (a) 酒店樓宇，其總樓面面積不少於31,950平方米，但不多於53,250平方米；
  - (b) 非工業大廈，其總樓面面積不少於43,483平方米，但不多於72,472平方米；及
  - (c) 住宅樓宇，其總樓面面積不少於12,780平方米，但不多於21,300平方米；及
- (vii) 在地盤G上的樓宇及設施，其總樓面面積不少於164,258平方米，但不多於273,763平方米，包括或將包括下列部分：
  - (a) 酒店樓宇，其總樓面面積不少於25,050平方米，但不多於41,750平方米；
  - (b) 寫字樓大樓，其總樓面面積不少於139,067平方米，但不多於231,778平方米；及
  - (c) 零售樓宇，其總樓面面積不少於141平方米，但不多於235平方米。
- (viii) 儘管批地條件有其他規定，署長有權在任何時間及以其酌情權准許對界定地盤E、地盤F及地盤G(以下統稱為「該三個地盤」)的邊界的修訂，以准許重新設置將在該三個地盤內提供的樓宇及設施的位置，以及准許變更該三個地盤分別在特別條件第(18)條(b)(v)、(b)(vi)及(b)(vii)分條規定的總樓面面積的最低及最高限制，惟該三個地盤的最高總樓面面積整體而言不能超過該(b)(v)、(b)(vi)及(b)(vii)分條規定的最高總樓面面積的全部。在行使特別條件第(18)

條(b)(viii)分條提述的權利時，署長可要求附加其他署長認為必要的條款及細則，包括徵收額外的地價及要求承批人提供合適的彌償。

### 12. 政府樓宇

批地文件特別條件第(19)(a)條規定：

- (a) 承批人須按為該地段編制的技術明細表(在批地條件中應視為批地條件之部分並按其解讀及詮釋)(以下簡稱「**技術明細表**」)及按批地文件特別條件第(20)條批准的圖則，以精工細作之方式自費建築與提供下列樓宇，在一切方面使署長滿意：
  - (i) 在地面設置一個公共交通總站(以下簡稱「**公共交通總站**」)，包括：
    - (a) 在地盤A內已建或擬建一個有7輛巴士車位，可停泊12米長雙層巴士的巴士總站、一個有4輛小巴車位的公共小巴站及一個不少於80平方米淨樓面面積的營運區作為巴士營運者的配套設施，包括但不限於一個經理室、工具房、職工餐廳及洗手間，上述設施須在港鐵服務大嶼山，一般稱為大嶼山線，開始運作之日或之前完成並使其適合佔用與運作；及
    - (b) 在地盤C內已建或擬建兩個的士候車處；一個路邊停車處及一個不少於80平方米淨樓面面積的營運區作為巴士營運者的配套設施，該等設施須在2003年3月31日或之前完成並使其適合佔用與運作；<sup>2</sup>
  - (iii) 一個日間托兒所(以下簡稱「**托兒所**」)，其營運淨樓面面積不少於355平方米，須在2001年9月30日或之前完成並使其適合佔用與營運；
  - (iv) 一個長者聯誼中心(以下簡稱「**聯誼中心**」)，其營運淨樓面面積不少於132平方米，須在2001年9月30日或之前完成並使其適合佔用與營運；
  - (v) 一個家庭支援中心，其營運淨樓面面積不少於159.5平方米和2個車位，每個車位面積不少於5.5米長及2.7米闊及2.3米高(該家庭支援中心和車位在下文統稱「**家庭支援中心**」)，須在2001年9月30日或之前完成並使其適合佔用與營運；

附註：

2. 此要求經日期為2003年12月22日及在土地註冊處以註冊摘要編號UB9089574登記的不反對通知書豁免。



- (vi) 一個青少年中心及學習/閱覽室（以下簡稱「青年中心」），其營運淨樓面面積不少於505.5平方米，須在2001年9月30日或之前完成並使其適合佔用與營運，

（上述樓宇（包括照明裝置、通風機、額外的管道系統及道路/樓層鋪面，但不包括升降機、扶手電梯、樓梯機械、設備及署長按批地條件批准並非專門服務樓宇的設備及其他設施、牆壁支柱、大樑、天花、屋頂板、軌道/樓板及其他結構件）連同署長自行酌情決定（其意見為最終的及約束承批人）專門服務樓宇的任何其他區域、設施、服務及裝置在下文統稱為「政府樓宇」）。

### 13. 政府樓宇的保養

批地文件特別條件第(25)條規定：

- (a) 在不影響批地文件特別條件第(29)條的規定下，承批人須自費保養政府樓宇及其建築服務裝置在良好狀況及在所有方面達至署長滿意程度，直至批地文件特別條件第(29)(a)條提及的保養責任期終止。
- (b) 僅就批地文件特別條件第(25)條而言，「承批人」的表述不包括其受讓人。

### 14. 欠妥維修責任

批地文件特別條件第(29)(b)及(f)條規定：

- (b) 當署長及/或財政司司長法團（定義見批地文件特別條件第(27)條）在任何時間要求，承批人須自費及在署長及/或財政司司長法團可能指訂的時間內、按其可能指定的標準及以其可能指定的方式進行所有保養、維修、修改、重建的工程及更正及任何其他必要的工程以補救或更正任何在保養責任期內發生或明顯出現的欠妥之處、缺乏維修、瑕疵、失靈、故障、或其他任何政府樓宇或其任何部份內

或其建築服務裝置的未完成工程。除了以上之外，承批人須自費及在署長及/或財政司司長法團可能指訂的時間內、按其可能指定的標準及以其可能指定的方式妥善修善及更正任何在承批人交付政府樓宇或其建築服務裝置的管有權當日可能存在的欠妥之處、缺乏任何部份或維修、瑕疵、失靈、故障、或其他任何政府樓宇或其任何部份內或其建築服務裝置的未完成工程。

- (f) 僅就批地文件特別條件第(29)條而言，「承批人」的表述不包括其受讓人。

### 15. 保養外飾面及牆壁結構等

批地文件特別條件第(31)條規定：

- (a) 在批地文件授予的整個租期期間，承批人須自費保養以下各項（以下簡稱「項目」），在一切方面使署長滿意：
- (i) 政府樓宇的外飾面和政府樓宇之內、周圍、內部、之上及之下的一切牆壁結構、支柱、大樑、天花、屋頂板、路軌/樓板及其他結構件；
- (ii) 服務政府樓宇和該地段發展項目的餘下部分的一切升降機、扶手電梯及樓梯；
- (iii) 構成服務政府樓宇和該地段發展項目的餘下部分的系統之一切建築服務裝置、機械及設備（包括但不限於手提式及固定消防裝置設備）；
- (iv) 政府樓宇下面的所有結構板連同其內和其下的排水系統；及
- (v) 服務政府樓宇和該地段發展項目的餘下部分的一切其他公用部分及設施。

- (b) 承批人須對承批人未能保養上述項目產生或造成的一切責任、損壞、開支、索償、費用、要求、收費、訴訟及各種司法程序負責並彌償政府和財政司司長法團。

- (c) 僅在本特別條件中，「承批人」一詞不包括財政司司長法團。

### 16. 港鐵站

批地文件特別條件第(33)條規定：

- (a) 承批人須於1998年6月30日在地盤M內按批地條件及經批准建築圖則（如適用）自費完成搭建、建築、提供及其後運作並使其適合操作一個鐵路站連同輔助鐵路構築物、設施（包括市區登機手續辦理處設施和服務港鐵俗稱「機場快線」的交通交匯處（該交通交匯處以下簡稱「**交通交匯處**」）、道路和署長要求供公眾使用或進出鐵路站的車位數目，達致署長滿意的程度，以便按《地下鐵路公司條例》營運港鐵（上述車站、道路、輔助構築物、設施及車位在下文統稱為「**港鐵站**」），在一切方面使署長滿意，惟受政府與承批人之間訂立或擬訂立的任何管理與保養協議規限。
- (b) 港鐵站只能用作港鐵的一個車站之用途和港鐵營運及輔助的用途及署長自行酌情書面批准的其他用途，不可用作其他用途。

### 17. 港鐵的保護

批地文件特別條件第(40)條規定：

- (a) 該地段或其中任何部分之上或之內的任何建築工程、基礎工程或任何其他工程不能對該地段或其中任何部分之內或穿過或附近的港鐵的營運、港鐵站或與港鐵有關的任何構築物、裝置及隧道（以下簡稱「**港鐵構築物及裝置**」）造成損壞、干擾、阻塞或危險。承批人須自費採取署長要求的措施和預防措施，確保港鐵構築物及裝置的安全和港鐵和港鐵站的營運。
- (b) 在批地文件授予的整個租期期間，承批人須履行與遵守屋宇署署長施加的一切要求，保護港鐵構築物及裝置，使屋宇署署長滿意。

### 18. 公眾出入港鐵站

批地文件特別條件第(42)條規定：

承批人須在批地文件授予的整個租期期間，准許公眾及各種類型的車輛（如適用）為了一切合法目的在任何時間內自由及無需支付任何性質的費用（承批人徵收的泊車費除外）進出、

經過及再經過該地段的部分和承批人指定該地段之內、之下、經過、之上或上面的建築物、構築物及搭建物，以便進出港鐵站。

### 19. 私人康樂設施、公共休憩用地及公共康樂設施

批地文件特別條件第(43)條規定：

- (a) 承批人須按經批准建築圖則和經批准美化建議書在該地段內自費搭建、建築及提供下列各項，在一切方面使署長滿意：
- (i) 按署長書面批准的類型、尺寸、設計、高度及佈局建造私人康樂設施及其輔助設施（以下簡稱「**私人康樂設施**」），僅供該地段已建或擬建的建築物的住戶或佔用人及他們的真正訪客使用；
- (ii) 在提供或擬提供作為公共休憩用地的地塊內於批地文件特別條件第(16)條提及的適當日期完成並使其適合使用署長要求總面積不少於1.70公頃的數塊公共休憩用地（以下簡稱「**公共休憩用地**」）並美化該公共休憩用地，包括種植灌木及樹木，達致署長批准的水平、標準及設計；及
- (iii) 按署長要求的數目、面積、類型、設計、高度、佈局及材料在已提供或擬提供作為公共康樂設施的地塊內於批地文件特別條件第(16)條提及的適當日期（如適用）完成並使其適合操作與使用公共康樂設施及輔助設施（以下統稱為「**公共康樂設施**」）。
- (b) 承批人須在批地文件授予的整個租期期間，自費保養私人康樂設施、公共休憩用地及公共康樂設施處於修繕妥當的狀態並操作私人康樂設施和公共康樂設施，在一切方面使署長滿意。
- (c) 公共休憩用地須開放給公眾為了一切合法目的自由及無需支付任何性質的費用使用。
- (d) 公共康樂設施須開放給公眾使用。承批人有權決定並向公眾徵收使用的收費或收費範圍，惟須在署長要求時，承批人能證明該等收費或收費範圍是管理、維修、翻新及維護公共康樂設施所合理必要的費用。



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## 批地文件的摘要

### 20. 泊車要求

批地文件特別條件第(46)(a)(iv)條規定：

(a) 除批地文件特別條件第(47)條規定外，承批人須提供或擬提供下列設施供按《道路交通條例》領有牌照的車輛停泊，在一切方面使署長滿意：

(iv) 總共24個旅遊巴士車位或署長批准的較少車位，該等車位在任何地塊（地盤A除外）內提供給公眾使用，須在2007年3月31日或之前完成並使其適合使用。<sup>3</sup>以上提供的每個車位佔用的面積為3米闊及12米長及至少3.8米高。<sup>4</sup>

批地文件特別條件第(46)(b)(iv)條規定：

(b) 除批地文件特別條件第(47)條規定外，必須在該地段內提供場地作為公用地方（定義見批地文件特別條件第(58)(a)(v)條）之部分，用作車輛裝卸用途，在一切方面使署長滿意：

(iv) 在靠近家庭支援中心的貨運升降機附近設置一個不少於7米長及3.0米闊及至少3米高的車位，供家庭支援中心免費和港鐵站共同使用。

### 21. 收集垃圾

批地文件特別條件第(49)(a)條規定：

附註：

3. 根據九龍西區地政處主任發出的日期為2007年6月25日的信件，特別條件第(46)(a)(iv)提述的完成日期更改為2007年12月31日。

4. 根據日期為2008年9月26日及在土地註冊處以註冊摘要編號08092902530044登記的批准書，承批人須在地盤G提供(在其他事物以外)批地文件特別條件第(46)(a)(iv)條規定的總共24個車位，在一切方面使署長滿意。

5. 根據三份日期分別為2000年2月3日、2001年7月31日及2009年8月5日的批准書，署長批准以下事項：

(a) 修訂該等位置：從附於批地文件的圖則I上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置，修訂為附於上述2009年8月5日的批准書的圖則編號KM5877b上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置；及

(b) 刪除該等位置：附於批地文件的圖則I上顯示及標示的Z點穿過的X和Y點及AC點穿過的AA和AB點。

承批人須自費提供、操作及保養一個全面收集垃圾系統，收集從該地段大廈各樓層的垃圾，連同市政署署長批准或要求的垃圾車的停泊及裝卸區域，在一切方面使市政署署長滿意。

### 22. 地段內的道路

批地文件特別條件第(52)條規定：

(a) 承批人須按署長要求的位置及層次在該地段內自費建造署長要求的道路系統，包括道路、行人天橋、行人路、樓梯、乘客升降機、扶手電梯及坡道（以下統稱「**內部交通系統**」），供行人及車輛流通，包括但不限於運輸署署長決定的的士、特許巴士、綠色小巴及跨境旅遊巴士。

(b) 除了運輸署署長和警務處處長不時發出的指示和政府與承批人之間訂立與將訂立的操作、管理及保養協議及按現存及未來法例以附例形式作出的授權外，承批人須操作、管理、保養內部交通系統和制訂有關交通管理安排，包括搭建承批人認為符合批地條件所必要的交通標誌及交通信號。

(c) 承批人須自費在內部交通系統內提供署長要求的街道照明並在批地文件授予的整個租期內自費安排內部交通系統的照明及保持照明，使署長滿意。

(d) 承批人須在批地文件授予的整個租期期間，准許政府、其官員、代理人、承建商及其授權的任何其他人士有權帶同或不帶同工具、機械或車輛在任何時候自由出入、經過及再經過該地段或其中任何部分或在其上已建或擬建的建築物或其中任何部分，旨在視察與監督內部交通系統的運作和進行工程，以便提供署長要求和按批地文件特別條件第(19)條(c)分條提供的交通設施。

### 23. 西邊高架路及活動接縫口

批地文件特別條件第(53)(a)、(d)、(e)及(f)條規定：

(a) 承批人須從批地規約及協議第UB12397號之日起24個月內按署長要求的材料、標準、層次、闊度、方位及設計完成建築保留區域內的公共道路部分連同裝置、構築物、支承、活動接縫口及其他設施（位於保留區域的公共道路部分及輔助設施統稱「**西邊高架路**」和活動接縫口在下文稱為「**活動接縫口**」），在一切方面使署長滿意。

(d) 在不影響批地文件特別條件第(53)條(e)(ii)分條的規定下，承租人在批地文件授予的整個租期內須准許署長及其保養車輛、設備、僱員、代理人及承建商可在任何時候自由出入、經過及再經過保留區域至西邊高架路之下及之上的該地段部分，以便視察、保養、重建及維修西邊高架路。

(e) (i) 承批人須自費保養西邊高架路處於修繕妥當的狀態，使署長滿意，直至按批地文件特別條件第(53)條(f)分條將西邊高架路或其中任何部分的管有權交還政府。

(ii) 即使西邊高架路已按批地文件特別條件第(53)條(f)分條交還給政府，承批人仍須在批地文件授予的整個租期內繼續自費保養活動接縫口處於修繕妥當的狀態，使署長滿意。

(f) 在不影響批地文件特別條件第53(e)(ii)分條規定下，承批人仍須負責自費按批地文件維護保養及維修保留區域，直至署長書面確認政府接受交還保留區域或其中任何部分。

### 24. 未來行人天橋相關構築物及進出公共行人道

批地文件特別條件第(55)(a)條規定：

(a) 承批人須在署長指定的日期或之前按經批准建築圖則和署長要求或批准的材料、標準、層次、方位、佈局及設計自費在該地段上搭建、提供及建築及其後保養連接該地段

至未來行人天橋（以下簡稱「**未來行人天橋**」）的支柱、其他結構承托物及連接物連同所需的扶手電梯、升降機、樓梯（該等設施、結構承托物及連接物在下文統稱「**未來行人天橋相關構築物**」），在一切方面使署長滿意。該連接段大約位置位於批地文件夾附的圖則I上C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點、W點穿過的U和V點、Z點穿過的X和Y點、AC點穿過的AA和AB點或署長同意的其他位置（以下簡稱「**該等位置**」）。<sup>5</sup>

批地文件特別條件第(55)(b)、(c)及(e)條規定：

(b) 在批地文件授予的整個租期期間，保留給署長、其官員、承辦商、代理人、其僱員、工人及毗鄰或毗連地段的業主之權利帶同或不帶車輛、設備、機械、機器免費出入、經過及再經過該地段或其中任何部分和在其上已建或擬建的任何建築物或其中任何部分之內、之下、穿過、之上或上面：

(i) 在該等位置進行工程連接未來行人天橋至未來行人天橋相關構築物（該連接工程在下文簡稱「**連接段**」）並在其後享用連接段和未來天橋承托的地役權；及

(ii) 維修與保養連接段及未來行人天橋。

(c) 當署長要求如此辦理時，承批人和當時該地段的管理人或按《建築物管理條例》（第344章）成立該地段的業主立案法團須自費進行一切必要的工程，按署長要求與批准臨時關閉在該地段上已建或擬建的建築物連接未來行人天橋的任何開口，在一切方面使署長滿意。臨時關閉的一切必要的保養工程屬於承批人的責任，承批人須進行該等工程使署長滿意。

(e) 承批人在批地文件授予的整個租期期間，在符合署長可施加的任何要求下，須准許公眾為了一切合法目的的自由及免費通過該地段或其中任何部分或其上的建築物或建築物的任何部分步行出入、經過及再經過未來行人天橋和構成其中一部分或附帶部分的未來行人天橋相關構築物，以便出入該地段外面的地面公共行人路。



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## 批地文件的摘要

### 25. 烽火

批地文件特別條件第(62)條規定：

承批人不能在該地段內和綠色區域或其中任何部分點燃任何烽火，燃燒垃圾或其他物料。

### 26. 切割

批地文件特別條件第(64)條規定：

倘若按批地文件特別條件第(63)條發出同意，對該地段內的任何土地或任何政府土地作出切割、搬移、後退、堆積、填補或任何斜坡處理工程，以便構建、平整或開發該地段或其中任何部分或批地條件規定承批人需進行的任何工程，承批人須進行、建築或承擔費用進行或建築該等斜坡處理工程、護土牆或其他承托物、保護物、排水渠或當時或今後任何時候為了保護與承托該地段內或毗鄰或毗連政府或出租土地內的泥土所必要的輔助工程或其他工程和消除與防止今後發生塌方、山泥傾瀉或地陷並在批地文件授予的整個租期期間自費保養該土地、斜坡護理工程、護土牆或其他承托物、保護物及排水工程處於修繕妥當的狀態，使署長滿意。倘若承批人進行任何構建、平整、開發或其他工程，在任何時候在該地段（不論在該土地內或從該土地）或從任何毗鄰或毗連政府或出租土地內發生任何塌方、山泥傾瀉或地陷，承批人須自費作出修復與彌補，使署長滿意，並對上述塌方、山泥傾瀉或地陷造成或引致的一切費用、收費、損害、要求及索償彌償政府、其代理人及承建商。除了批地文件對違反批地條件規定的其他權利或濟助外，署長有權以書面通知要求承批人進行切割、建築及保養上述斜坡處理工程、護土牆、泥土及其他承托物保護物及排水工程或修復與彌補任何塌方、山泥傾瀉或地陷。如果承批人不理會或未能在指定的時期內履行上述通知使署長滿意，署長可立即進行工程和承批人須在要求時歸還有關費用給政府。

### 27. 地樁保養

批地文件特別條件第(66)條規定：

如果在開發或重建該地段或其中任何部分時已安裝預應力地樁，承批人須在預應力地樁的服務年限期間定期保養與檢查預應力地樁，使署長滿意並在署長不時自行酌情要求時提供上述檢驗工程的報告和資料給署長。如果承批人不理會或未能進行上述要求的檢查工程，署長可立即執行與進行該檢查工程，而承批人須在要求時歸還政府因此產生的費用。

### 28. 廢物或泥頭

批地文件特別條件第(67)(a)條規定：

- (a) 如果該地段或其他受該地段的任何發展影響的範圍有廢物或泥頭被侵蝕及沖落到公眾徑或道路或道路暗渠、污水渠、雨水渠或明渠或其他已落成或興建中的政府物業，承批人須承擔責任及在要求時向政府支付清除廢物及泥頭的費用及賠償對公眾徑或道路或道路暗渠、污水渠、雨水渠或明渠或其他政府物業的損壞。承批人須對上述由侵蝕及沖落對私人物業造成的任何損壞或滋擾而引致的一切訴訟、索償及要求向政府作出彌償。

### 29. 公用事業服務

批地文件特別條件第(68)條規定：

承批人須在任何時候，特別是在任何建築、保養、翻新或維修工程期間採取或促使他人採取一切適當及足夠的關注、技巧及預防措施，避免對該地段或其中任何部分及/或綠色區域內或穿過、之上、之下或毗鄰的任何政府或其他現有排水渠、水路或水道（包括總水喉）、行人小徑、污水渠、明渠、管道、電纜、電線、公用事業服務或任何其他工程或裝置（不論已竣工或正在建設期間（所有各項在下文統稱「**工程及服務**」）造成任何損壞。承批人在進行上述任何工程之前須進行或促使他人進行適當的勘测及必要的了解，確定任何工程及服務的現況及程度，並提交處理任何工程及服務一切方面的書面建議給署長，供其全面審批，但必須在取得署長對上述工程及建議作出的書面批准後才能進行該等工程。承批人須履行署長對工程及服務的任何要求和承擔符合該等要求支出的費用，包括必要的改道、重鋪或修復的費用。承批人必須自費在一切方面維修、彌補及修復以任何方式進行上述改道、重鋪或修復的工程對該地段及/或綠色區域的表

面或該地段及/或綠色區域之上、上面、之下、毗鄰的工程及服務造成的任何損壞或干擾，使署長滿意。如果承批人未能對該地段或其中任何部分及/或綠色區域或該等工程及服務進行上述必要的改道、重鋪、維修、彌補或修復工程，使署長滿意，署長可進行其認為必要的上述改道、重鋪、維修、修復或彌補工程，承批人須在要求時向政府支付該等工程的費用。

### 30. 建造排水渠及渠道

批地文件特別條件第(71)條規定：

承批人須自費建造及保養該地段邊界內或署長認為必要的政府土地內的排水渠及渠道，並使署長滿意，以便截斷與引導落下或流至該地段的一切暴雨或雨水到最接近的河道、集水井、渠道或雨水渠。承批人須對上述暴雨或雨水造成的任何損壞或滋擾而導致的一切訴訟、索償及要求自行負責並向政府及其官員作出彌償。

### 31. 接駁排水渠及污水管

批地文件特別條件第(73)條規定：

承批人須在政府要求時向政府支付在鋪設時接駁任何該地段的排水渠及污水渠至政府雨水渠及污水渠的費用。該等工程由署長進行，但署長無須就此向承批人承擔任何責任。

### 32. 設備及工序須經環境保護署署長預先同意

批地文件特別條件第(77)條規定：

未經環境保護署署長的預先書面同意，承批人不能在該地段或其中任何部分或在其上已建或擬建的任何建築物或其中任何部分之內或之上安裝或准許、容許他人安裝任何機器、火爐或鍋爐或任何其他設備或使用或准許、容許他人使用任何燃料或任何加工或處理方法或工序，以致在任何情況下排放或釋放任何污染物或任何有毒、有害或腐蝕物，不論是以氣體、煙霧、液體、固體或其他形式。授予上述同意不能視為在任何方面修訂或更改目前或今後任何條例、附例、規例或其他法例授予政府控制污染的權力。

### 33. 燃料限制

批地文件特別條件第(79)條規定：

承批人只能在該地段或其中任何部分或在其上已建或擬建的任何建築物或任何建築物的部分使用煤氣公司的煤氣、液化石油氣、天然氣、煤油或其他常規液體燃料，其硫含量不超過0.5%的重量和在40度時粘度不超過6個厘沱或含硫量不超1%重量的常規固體燃料。

### 34. 排放入污水渠等

批地文件特別條件第(80)條規定：

承批人不得直接或間接排放或造成、准許或容許排放任何工商業污水或髒水或受污染水或冷凍或熱水入公眾渠道、雨水渠、水道、河道或大海，除非得到環境保護署署長先事書面同意，作為給予同意的條件環境保護署署長可要求承批人自費在該地段內或外及達至環境保護署署長滿意的程度提供、營運及保養合適的處理及處置該等工商業污水或髒水或受污染水或冷凍或熱水的工程。

### 35. 提供消防裝置及設備

批地文件特別條件第(86)條規定：

承批人須在該地段內（或經署長的預先書面同意與批准，在任何毗鄰或毗連政府土地）及/或在其上已建或擬建的建築物內消防處處長要求的位置自費提供消防處處長自行酌情決定的消防喉轆、消防器具、水泵連接和其他消防裝置及設備（定義見《消防條例》），使消防處處長滿意。承批人須自費保養上述消防喉轆、消防器具、水泵連接和其他消防裝置及設備處於修繕妥當的狀態，使消防處處長滿意。

# Summary of land grant

## 批地文件的摘要

### 36. 興建跨境巴士總站

批地文件特別條件第(90)(a)條規定：

- (a) 承批人須按批地條件及經批准建築圖則在地盤C地面自費搭建、建築、提供和其後操作與保養一個跨境巴士總站（以下簡稱「**跨境巴士總站**」），包括8輛12米長雙層巴士的巴士車位、一個停泊16輛雙層巴士的停車區、旅客候車區、票務處、控制室、洗手間和署長自行酌情書面批准的輔助設施，其批准可施加條款及條件，包括徵收其認為適當的額外地價。該跨境巴士總站須於2004年3月31日或之前完成並使其適合佔用，在一切方面使署長和運輸署署長滿意。<sup>6</sup>

### 37. 幼稚園

批地文件特別條件第(92)(a)條規定：

- (a) 承批人須按署長預先書面批准的位置、設計及標準在地盤E自費搭建、建築、提供和在署長要求時安排營運一所幼稚園（以下簡稱「**幼稚園**」）。

附註：

6. 根據日期為2005年3月31日並在土地註冊處以註冊摘要編號05040800160019登記的不反對通知書，承批人須自費搭建、建築、提供和其後操作與保養跨境巴士總站，在一切方面使署長和運輸署署長滿意，該跨境巴士總站須於2005年3月31日或之前或其他署長書面批准的日子完成並使其適合佔用及營運。根據九龍西區地政處主任發出的日期為2005年4月1日的信件，特別條件第(90)(a)條提述的完成日期更改為2005年9月30日。



# Information on public facilities and public open spaces

## 公共設施及公眾休憩用地的資料

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

#### 1. Green Area

Under Special Condition (9) of the land grant, the grantee shall, within 24 months from the date of the land grant, lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands shall approve the Green Area.

#### (I) Provisions of the land grant

Special Condition (9)(a) and (b) of the land grant:

- (9) The Grantee shall at his own expense and in all respects to the satisfaction of the Director:
- (a) within 24 months from the date of this Agreement, lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavements or such other structures as the Director in his sole discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) those portions of future public roads shown coloured green (hereinafter referred to as “the Green Area”) on Plan I;
  - (b) within 24 months from the date of this Agreement surface, kerb and channel the Green Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, traffic light signals, street furniture and road markings as the Director may require;

#### Remark:

1. As provided in a letter from the Director of Lands dated 13 July 1998, the Green Area was formed and re-delivered to the Government on 26 June 1998 in accordance with Special Condition Nos.(9) and (11) of the land grant.
2. This requirement was waived by the No-Objection Letter dated 22 December 2003 and registered in the Land Registry by Memorial No.UB9089574.

Special Condition (11) of the land grant:

- (11) For the purpose only of carrying out the necessary works specified in Special Condition No. (9) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on a date as may be specified in a letter from the Director. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic.<sup>1</sup>

#### (II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal Deed of Mutual Covenant and Management Agreement dated 30 March 1999 and registered in the Land Registry by Memorial No.UB7732245 (“Principal DMC”):

- (b) Without in any way limiting the generality of the foregoing, the Managers shall have the following powers and duties, namely :-
  - (xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

#### 2. Government Accommodation

Under Special Condition 18(a)(ii) of the land grant, the grantee shall erect, construct, provide and maintain upon the lot accommodation and facilities for, inter alia, the Government Accommodation.

Under Special Condition (19)(a) of the land grant, the grantee shall in all respects to the satisfaction of the Director of Lands erect, construct and provide within the lot the Government Accommodation, which comprises inter alia, a public transport terminus, a day nursery, a social centre for elderly, a home help centre and two car parking spaces, and a children and youth centre cum study/reading room.

#### (I) Provisions of the land grant

Special Condition (18)(a)(ii) of the land grant:

- (18) Subject to these Conditions upon development or re-development (which terms refers solely to the redevelopment contemplated in General Condition No. (8) (b) of the lot or any part thereof) :-

- (a) The Grantee shall only erect, construct, provide and maintain upon the lot accommodation and facilities for:
  - (ii) the Government Accommodation (as hereinafter defined in Special Condition No. (19) hereof);

Special Condition (19)(a) of the land grant (as varied or modified by the Modification Letters dated 10 November 1997 and 15 May 2000 respectively and registered in the Land Registry by Memorial No.UB7333780 and UB8098181 respectively):

- (19) (a) The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with the Technical Schedules prepared for this lot which for the purposes of these Conditions are deemed part of these Conditions to be read and construed as such (hereinafter referred to as “the Technical Schedules”) and the plans approved under Special Condition No. (20) hereof, the following accommodation :-

- (i) one public transport terminus (hereinafter referred to as “the PTT”) on the ground level comprising :-

- (a) one bus terminus of 7 bus bays with stacking area for 12-metre double decker buses, one public light bus terminus of 4 bus bays and an area of not less than a net operational floor area of 80 square metres for ancillary facilities for the bus operator including but not limited to a regulator’s office, tool room, staff canteen and toilets constructed or to be constructed within Site A to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway serving Lantau Island commonly known as the Lantau Line; and
- (b) two taxi stands, a lay-by and an area of not less than a net operational floor area of 80 square metres for ancillary facilities for the bus operator constructed or to be constructed within Site C to be completed and made fit for occupation and operation on or before the 31st day of March 2003;<sup>2</sup>
- (iii) one day nursery (hereinafter referred to as “the Day Nursery”) with a net operational floor area of not less than 355 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;
- (iv) one social centre for elderly (hereinafter referred to as “the Social Centre”) with a net operational floor area of not less than 132 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;
- (v) one home help centre with a net operational floor area of not less than 159.5 square metres and two carparking spaces each of which shall not be less than 5.5 metres in length and 2.7 metres in width with a minimum headroom of 2.3 metres (which home help centre and carparking spaces are hereinafter collectively referred to as “the Home Help Centre”) to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;

# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

- (vi) one children and youth centre cum study/reading room (hereinafter referred to as “the Youth Centre”) with a net operational floor area of not less than 505.5 square metres to be completed and made fit for occupation and operation on or before the 30th day of September, 2001;

(which accommodation (including lighting fixtures, ventilation plant, extract ductworks and road/floor surfaces but excluding such lifts, escalators, stairways, plant, equipment and other facilities not serving exclusively thereto as may be permitted by the Director in accordance with these Conditions, walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements) together with any other areas, facilities, services and installations exclusive thereto as the Director may in his absolute discretion determine (whose determination shall be conclusive and binding on the Grantee) are hereinafter collectively referred to as “the Government Accommodation”).

## (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Government Accommodation” means collectively the public transport terminus (Site A) and (Site C), day nursery, social centre for the elderly, home help centre and two car parking spaces and children and youth centre cum study/reading room constructed on the Land as part of the Development pursuant to Special Condition (19) of the Government Grant.

“Items” mean the external finishes of the Government Accommodation and the structure of all walls (including, for the avoidance of doubt, the enclosing walls of the water tank at ground level within the public transport terminus (Site A)), columns, beams, ceilings, roof slabs, carriageway/floor slabs, and any other structural elements of, in, around, within, above

and below the Government Accommodation; all lifts, stairways and escalators serving the Government Accommodation and the remainder of the Development; all building services installations, 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; all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder; and all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition (31) of the Government Grant.

Clause 9 of Section E of the Principal DMC:

9. The Owner of the Government Accommodation shall be responsible for the maintenance and management of the Government Accommodation only and not any other part of the Development and shall not as Owner of the Government Accommodation be liable to contribute towards the Management Charges calculated in accordance with Section J of this Deed and the Managers’ Remuneration calculated in accordance with Section H of this Deed.

Clause 1(b)(xii) and (xxxiv) of Section I of the Principal DMC:

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

(xii) To maintain and keep in good repair and condition the Items.

(xxxiv) 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 on demand reimburse the Managers for the maintenance costs reasonably incurred which costs shall be subject to prior written approval of the Owner of the Government Accommodation upon submission of supporting documents and other relevant information.

Clause 1(n) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

(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 appended hereto at the end of this section.

## 3. Carparks for the use by the public using or visiting the Mass Transit Railway Station and access to and from Mass Transit Railway Station

Under Special Condition 33(a) of the land grant, the grantee shall erect, construct, provide and thereafter operate and subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the grantee maintain in all respects to the satisfaction of the Director of Lands, inter alia, a railway station together with such number of car parks for the use by the public using or visiting the railway station as may be required by the Director of Lands for the operation of the Mass Transit Railway.

Under Special Condition (42) of the land grant, the grantee shall permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes to enter into, upon and through those part or parts of the lot and in, under, through, on or over buildings, structures and erections thereon designated by the grantee for the purpose of access to and from the Mass Transit Railway Station.

## (I) Provisions of the land grant

Special Condition (33)(a) of the land grant:

- (a) The Grantee shall at his own expense erect, construct, provide and thereafter operate and subject to any management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee maintain in all respects to the satisfaction of the Director in accordance with these Conditions and the Approved Building Plans (if appropriate) within

Site M, a railway station together with such ancillary railway structures, facilities (including In-Town Check-In facilities and the transport interchange to serve the Mass Transit Railway commonly known as the Airport Express Line (which transport interchange is hereinafter referred to as “the Transport Interchange”)), roads and such number of car parks for the use by the public using or visiting the railway station as may be required by the Director for the operation of the Mass Transit Railway under the Mass Transit Railway Corporation Ordinance (which station, roads, ancillary structures, facilities and car parks are hereinafter collectively referred to as “the Mass Transit Railway Station”) to be completed and made fit to commence operation on a scale satisfactory to the Director by the 30th day of June, 1998. The Mass Transit Railway Station shall not be taken into account for the purposes of calculating the total gross floor area stipulated in Special Condition No. (18)(e) hereof.

Special Condition (42) of the land grant:

- (42) The Grantee shall throughout the term hereby agreed to be granted permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever except such car parking fees as may be imposed by the Grantee to enter into, upon and through those part or parts of the lot and in, under, through, on or over buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Mass Transit Railway Station.

## (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Station” means the Mass Transit Railway Station forming part of the Mass Transit Railway in Hong Kong constructed on the Land pursuant to Special Condition (33) of the Government Grant comprising platforms, concourses, check in hall, arrival and departure halls, vehicular pick-up and drop off areas, car parks, station perimeter road and all structural parts thereof whether or not those structures support the Non-Station Development and all service media running through the Station whether or not serving the Non-Station Development;



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Clause 8 of Section E of the Principal DMC:

8. MTR as Owner of the Station and the Reserved Areas shall be responsible for the maintenance and management of the Station and the Reserved Areas and not any other part of the Development and shall not as Owner of the Station or the Reserved Areas be liable to contribute towards the Management Charges calculated in accordance with Section J of the Deed except as expressly provided in this Deed.

Plan showing the location of the carparks for the use by the public using or visiting the Mass Transit Railway Station and the access to and from the Mass Transit Railway Station as far as it is practicable to do so is appended hereto at the end of this section.

## 4. Public Open Space

Under Special Condition 43(a)(ii) of the land grant, the grantee shall, inter alia, erect, construct and provide in all respects to the satisfaction of the Director of Lands within the lot such number of public open spaces with a total area of not less than 1.70 hectares as may be required by the Director of Lands.

### (I) Provisions of the land grant

Special Condition (43)(a)(ii) and (c) of the land grant:

- (a) The Grantee shall in accordance with the Approved Building Plans and the Approved Landscaping Proposals erect, construct, provide at his own expense and in all respects to the satisfaction of the Director within the lot :-

- (ii) such number of public open spaces with a total area of not less than 1.70 hectares as may be required by the Director (hereinafter referred to as “the Public Open Space”) and shall landscape the Public Open Space including the planting of such shrubs and trees, to such level, standard, and design as may be approved by the Director to be completed and made fit for use on the date or dates referred to in Special Condition No. (16) hereof as may be appropriate for the Site or Sites within which the Public Open Space is provided or to be provided;

- (c) The Public Open Space shall be opened to the public for all lawful purposes freely and without payment of any nature.

### (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Plan showing the location of the Public Open Space as far as it is practicable to do so is appended hereto at the end of this section.

## 5. Public Recreational Facilities

Under Special Condition 43(a)(iii) of the land grant, the grantee shall, inter alia, erect, construct and provide in all respects to the satisfaction of the Director of Lands within the lot the Public Recreational Facilities of such number, size, type, design, height and disposition and with such materials as may be required by the Director of Lands.

### (I) Provisions of the land grant

Special Condition (43)(a)(iii) and (d) of the land grant:

- (a) The Grantee shall in accordance with the Approved Building Plans and the Approved Landscaping Proposals erect, construct, provide at his own expense and in all respects to the satisfaction of the Director within the lot :-

- (iii) public recreational facilities and facilities ancillary thereto (hereinafter collectively referred to as “the Public Recreational Facilities”) of such number, size, type, design, height and disposition and with such materials as may be required by the Director to be completed and made fit for operation and use on the date or dates referred to in Special Condition No. (16) hereof as may be appropriate for the Site or Sites within which the Public Recreational Facilities are provided or to be provided. The Public Recreational Facilities shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No. (18)(e) hereof.

- (d) The Public Recreational Facilities shall be opened and made available for use by the public. The Grantee shall be entitled to determine and charge the public such fee or range of fees for the use subject to the Grantee being able to justify when called upon to do so by the Director, that the fee or range of fees are reasonably necessary for the management, repair, renovation and upkeep of the Public Recreational Facilities.

### (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Plan showing the location of the Public Recreational Facilities as far as it is practicable to do so is appended hereto at the end of this section.

## 6. Spaces for the parking of coaches

Special Condition 46(a)(iv) of the land grant provides that subject to Special Condition (47) thereof, the grantee shall provide in all respects to the satisfaction of the Director of Lands for the parking of motor vehicles licensed under the Road Traffic Ordinance a total of 24 spaces for the parking of coaches (or such lesser number as may be approved by the Director of Lands) to be opened to the public.

### (I) Provisions of the land grant

Special Condition (46)(a)(iv) of the land grant:

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(a) Subject to Special Condition No. (47) hereof the Grantee shall provide in all respects to the satisfaction of the Director for the parking of motor vehicles licensed under the Road Traffic Ordinance:-

(iv) a total of 24 spaces for the parking of coaches or such lesser number as may be approved by the Director shall be provided or to be provided in any of the Sites other than Site A to be opened to the public to be completed and made fit for use on or before the 31st day of March, 2007<sup>3</sup>. Each of the spaces so provided shall occupy an area of 3 metres in width and 12 metres in length with a minimum headroom of 3.8 metres.<sup>4</sup>

## (II) Provisions of the deed of mutual covenant

Not applicable

Plan showing the location of the spaces for the parking of coaches as far as it is practicable to do so is appended hereto at the end of this section.

## 7. Space for the loading and unloading of motor vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station

Special Condition (46)(b)(iv) of the land grant provides that subject to Special Condition (47) of the land grant, one space for the loading and unloading of motor vehicles to be located in close proximity to the loading lift of the Home Help Centre shall be provided within the lot in all respects to the satisfaction of the Director of Lands to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station.

Remark:

3. Under a letter from the District Lands Officer, Kowloon West dated 25 June 2007, the completion date in Special Condition (46)(a)(iv) of the land grant was amended to 31 December 2007.

4. Under an Approval Letter dated 26 September 2008 and registered in the Land Registry by Memorial No.08092902530044, the grantee was approved to provide, inter alia, a total of 24 of those spaces stipulated in Special Condition No. (46)(a)(iv) of the land grant within Site G in all respects to the satisfaction of the Director of Lands.

## (I) Provisions of the land grant

Special Condition (46)(b)(iv) of the land grant:

(b) Subject to Special Condition No. (47) hereof space shall be provided within the lot as part of the Common Areas (as hereinafter defined in Special Condition No. (58)(a)(v) hereof) in all respects to the satisfaction of the Director for the loading and unloading of motor vehicles :-

(iv) one space to be located in close proximity to the loading lift of the Home Help Centre of not less than 7 metres in length, 3.0 metres in width with a minimum headroom of 3 metres to be used for the purposes of the Home Help Centre free of costs and charges and the Mass Transit Railway Station on a joint use basis.

## (II) Provisions of the deed of mutual covenant

Not applicable

Plan showing the location of the space for the loading and unloading of motor vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station as far as it is practicable to do so is appended hereto at the end of this section.

## 8. Roads within the lot

Under Special Condition (52)(a) of the land grant, the grantee shall construct within the lot at such point or points and at such level or levels the Internal Transport System for pedestrian and vehicular circulation. Under Special Condition (52)(c) of the land grant, the grantee shall provide within the Internal Transport System such street lighting as may be required by the Director of Lands.

## (I) Provisions of the land grant

Special Condition (52)(a) and (c) of the land grant:

(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 as may be required by the Director including roads, pedestrian footbridges, walkways, staircases, passenger lifts, escalators and ramps (hereinafter are collectively referred to as “the Internal Transport System”) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, green minibuses and cross border coaches as may be determined by the Commissioner for Transport.

(c) The Grantee shall at his own expense and 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/or 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.

## (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open

Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Plan showing the location of those parts of the Internal Transport System for public use as far as it is practicable to do so is appended hereto at the end of this section.

## 9. Western Elevated Road and Movement Joint Box

Under Special Condition (53)(a) of the land grant, the grantee shall within 24 months from the date of the land grant complete construction of, inter alia, the Western Elevated Road within the Reserved Area with the Movement Joint Box with such materials and to such standard, levels, width, alignment and design as the Director of Lands may require and in all respects to his satisfaction.

## (I) Provisions of the land grant

Special Condition (53)(a) of the land grant:

(a) The Grantee shall at his own expense within 24 months from the date of this Agreement complete construction of that part of the public road within the Reserved Area with such installations, structures, bearings, movement joint box and other facilities with such materials and to such standard, levels, width, alignment and design (which part of the public road lying within the Reserved Area and ancillary facilities are collectively referred to as “the Western Elevated Road” and which movement joint box is hereinafter referred to as “the Movement Joint Box”) as the Director may require and in all respects to his satisfaction.

## (II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal DMC:

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



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- (xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Western Elevated Road and the Movement Joint Box as far as it is practicable to do so is appended hereto at the end of this section.

## 10. Future Footbridge Associated Structures and access to and from public pavement

Under Special Condition (55)(a) of the land grant, the grantee shall on or before such date or dates to be specified in a letter from the Director of Lands and in all respects to the satisfaction of the Director of Lands erect, provide and construct with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director of Land and thereafter maintain upon the lot the Future Footbridge Associated Structures linking the lot to the Future Footbridges.

### (I) Provisions of the land grant

Special Condition (55)(a) and (e) of the land grant:

- (a) The Grantee shall at his own expense on or before such date or dates to be specified in a letter 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 with such materials and to such standard, levels,

alignment, disposition and designs as may be required or approved by the Director and thereafter maintain upon the lot columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required (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”) between approximately the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W, X and Y through Z and AA and AB through AC all shown on Plan I or at such other location or locations as may be agreed by the Director (hereinafter referred to as “the Locations”).<sup>5</sup>

- (e) 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 the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along, to or from 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 from or to the public pavement at ground level outside the lot.

### (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Footbridge Associated Structures” mean the structures constructed in accordance with Special Condition (55)(a) of the Government Grant.

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes,

footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 2(b) of Part II of the Second Schedule to the Principal DMC:

- (b) The rights for the Managers 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 building 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 Conditions (54) and (55) of the Government Grant. The Managers 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;

Plan showing the location of the Future Footbridge Associated Structures and access to and from the public pavement as far as it is practicable to do so is appended hereto at the end of this section.

B. Facilities that are required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

### 1. Green Area

Under Special Condition (9) of the land grant, the grantee shall maintain, inter alia, the Green Area until such time as possession of the Green Area shall have been re-delivered to the Government in accordance with Special Condition (11) of the land grant.

#### (I) Provisions of the land grant

Special Conditions (9)(c) and (11) of the land grant:

- (9) The Grantee shall at his own expense and in all respects to the satisfaction of the Director:
- (c) maintain the Green Area together with all structures, services, street furniture and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area shall have been re-delivered to the Government in accordance with Special Condition No. (11) hereof.
- (11) For the purpose only of carrying out the necessary works specified in Special Condition No. (9) hereof, the Grantee shall on the date of this Agreement be granted possession of the Green Area. The Green Area shall be re-delivered on demand and in any event shall be deemed to have been re-delivered to the Government by the Grantee on a date as may be specified in a letter from the Director. The Grantee shall at all reasonable times while he is in possession of the Green Area allow free access over and along the Green Area for all Government and public vehicular and pedestrian traffic.<sup>6</sup>

#### (II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal DMC:

Remark:

5. Under three Approval Letters dated 3 February 2000, 31 July 2001 and 5 August 2009 respectively, the Director of Lands grants approval to the following:

- (a) the revision of the Locations from approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W as shown on Plan I annexed to the land grant to approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T and U and V through W as shown on Plan No. KM5877b annexed to the said Approval Letter dated 5 August 2009; and
- (b) the deletion of the Locations of the points X and Y through Z and AA and AB through AC as shown and marked on Plan I annexed to the land grant.

6. As provided in a letter from the Director of Lands dated 13 July 1998, the Green Area was formed and re-delivered to the Government on 26 June 1998 in accordance with Special Condition Nos. (9) and (11) of the land grant.

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

(xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Green Area as far as it is practicable to do so is appended hereto at the end of this section.

## 2. Access to and from Mass Transit Railway Station

Under Special Condition (42) of the land grant, the grantee shall permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes to enter into, upon and through those part or parts of the lot and in, under, through, on or over buildings, structures and erections thereon designated by the grantee for the purpose of access to and from the Mass Transit Railway Station.

### (I) Provisions of the land grant

Special Condition (42) of the land grant:

(42) The Grantee shall throughout the term hereby agreed to be granted permit at all times members of the public and all types of motor vehicles (if appropriate) for all lawful purposes freely and without payment of any nature whatsoever except such carparking fees as may be imposed by the Grantee to enter into, upon and through those part or parts of the lot and in, under, through, on or over buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Mass Transit Railway Station.

### (II) Provisions of the deed of mutual covenant

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

(b) Without in any way limiting the generality of the foregoing, the Managers 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 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, 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) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

(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;

(f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of the access to and from Mass Transit Railway Station required under the land grant to be managed, operated or maintained at the expense of the owners of the residential properties in the Development (including the Phase) as far as it is practicable to do so is appended hereto at the end of this section.

## 3. Public Open Space and Public Recreational Facilities

Under Special Condition (43)(b) of the land grant, the grantee shall, inter alia, maintain the Public Open Space and the Public Recreational Facilities in good and substantial repair and condition and operate the Public Recreational Facilities in all respects to the satisfaction of the Director of Lands.

### (I) Provisions of the land grant

Special Condition (43)(b), (c) and (d) of the land grant:

(b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Private Recreational Facilities, the Public Open Space and the Public Recreational Facilities in good and substantial repair and condition and shall operate the Private Recreational Facilities and the Public Recreational Facilities in all respects to the satisfaction of the Director.

(c) The Public Open Space shall be opened to the public for all lawful purposes freely and without payment of any nature.

(d) The Public Recreational Facilities shall be opened and made available for use by the public. The Grantee shall be entitled to determine and charge the public such fee or range of fees for the use subject to the Grantee being able to justify when called upon to do so by the Director, that the fee or range of fees are reasonably necessary for the management, repair, renovation and upkeep of the Public Recreational Facilities.

### (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:



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- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of the Public Open Space and the Public Recreational Facilities as far as it is practicable to do so is appended hereto at the end of this section.

- (b) Without in any way limiting the generality of the foregoing, the Managers 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 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, 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) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

- (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;

## 4. Roads within the lot

Under Special Condition (52)(b) of the land grant, the grantee shall 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 the land grant.

### (I) Provisions of the land grant

Special Condition (52)(b) of the land grant:

- (b) The Grantee 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 authorization 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.

### (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and

unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

- (b) Without in any way limiting the generality of the foregoing, the Managers 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 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, 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) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-

- (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;

- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of those parts of the Internal Transport System for public use as far as it is practicable to do so is appended hereto at the end of this section.

## 5. Western Elevated Road and Movement Joint Box

Under Special Condition (53)(e)(i) of the land grant, the grantee shall, inter alia, maintain the Western Elevated Road in good repair and condition to the satisfaction of the Director of Lands until such time as possession of the Western Elevated Road or any part or parts thereof shall have been re-delivered to the Government in accordance with Special Condition (53)(f) of the land grant.

Under Special Condition (53)(e)(ii) of the land grant, the grantee shall continue to maintain the Movement Joint Box in good and substantial repair and condition to the satisfaction of the Director of Lands notwithstanding that the Western Elevated Road shall have been re-delivered to the Government pursuant to Special Condition (53)(f) of the land grant.

### (I) Provisions of the land grant

Special Condition (53)(e)(i) and (ii) of the land grant:

- (e) (i) The Grantee shall at his own expense maintain the Western Elevated Road in good repair and condition to the satisfaction of the Director until such time as possession of the Western Elevated Road or any part or parts thereof shall have been re-delivered to the Government in accordance with sub-clause (f) of this Special Condition.

- (ii) Notwithstanding that the Western Elevated Road shall have been re-delivered to the Government pursuant to sub-clause (f) of this Special Condition, the Grantee shall at his own expense continue to maintain the Movement Joint Box in good and substantial repair and condition to the satisfaction of the Director throughout the term hereby agreed to be granted.

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## (II) Provisions of the deed of mutual covenant

Clause 1(b)(xvii) of Section I of the Principal DMC:

- (b) Without in any way limiting the generality of the foregoing, the Managers shall have the following powers and duties, namely :-
- (xvii) To inspect maintain and repair the areas referred to in Special Condition (9) of the Government Grant and the Western Elevated Road and its associated movement joint box for so long as they are required to be maintained by the Owner of the Land respectively pursuant to Special Conditions (9) and (53) of the Government Grant.

Plan showing the location of the Western Elevated Road and the Movement Joint Box as far as it is practicable to do so is appended hereto at the end of this section.

## 6. Future Footbridge Associated Structures and access to and from public pavement

Under Special Condition (55)(a) of the land grant, the grantee shall on or before such date or dates to be specified in a letter from the Director of Lands and in all respects to the satisfaction of the Director of Lands erect, provide and construct with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director of Lands and thereafter maintain upon the lot the Future Footbridge Associated Structures linking the lot to the Future Footbridges.

### (I) Provisions of the land grant

Remark:

7. Under three Approval Letters dated 3 February 2000, 31 July 2001 and 5 August 2009 respectively, the Director of Lands grants approval to the following:

- (a) the revision of the Locations from approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W as shown on Plan I annexed to the land grant to approximately between the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T and U and V through W as shown on Plan No. KM5877b annexed to the said Approval Letter dated 5 August 2009; and
- (b) the deletion of the Locations of the points X and Y through Z and AA and AB through AC as shown and marked on Plan I annexed to the land grant.

Special Condition (55)(a) and (e) of the land grant:

- (a) The Grantee shall at his own expense on or before such date or dates to be specified in a letter 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 with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director and thereafter maintain upon the lot columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required (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”) between approximately the points A and B through C, D and E through F, G and H through J, K and L through M, N and P through Q, R and S through T, U and V through W, X and Y through Z and AA and AB through AC all shown on Plan I or at such other location or locations as may be agreed by the Director (hereinafter referred to as “the Locations”).<sup>7</sup>
- (e) 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 the public for all lawful purposes freely and without payment of any nature whatsoever to pass or repass on foot along, to or from 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 from or to the public pavement at ground level outside the lot.

### (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Footbridge Associated Structures” mean the structures constructed in accordance with Special Condition (55)(a) of the Government Grant.

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

- (b) Without in any way limiting the generality of the foregoing, the Managers 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 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, 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) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-
- (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;
- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Clause 2(b) of Part II of the Second Schedule to the Principal DMC:

- (b) The rights for the Managers 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 building 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 Conditions (54) and (55) of the Government Grant. The Managers 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;



# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

Plan showing the location of the Future Footbridge Associated Structures and access to and from the public pavement required under the land grant to be managed, operated or maintained at the expense of the residential properties in the Development (including the Phase) as far as it is practicable to do so is appended hereto at the end of this section.

In relation to any of those facilities and open space mentioned in paragraph B above, the facilities and open space 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 and open space through the management expenses apportioned to the residential properties concerned.

C. Open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase

The size of open space that is required under the land grant to be managed, operated or maintained for public use at the expense of the owners of the residential properties in the Phase is 1.70 hectares.

## (I) Provisions of the land grant

Special Condition (43)(a)(ii), (b) and (c) of the land grant:

- (a) The Grantee shall in accordance with the Approved Building Plans and the Approved Landscaping Proposals erect, construct, provide at his own expense and in all respects to the satisfaction of the Director within the lot : -
  - (ii) such number of public open spaces with a total area of not less than 1.70 hectares as may be required by the

Director (hereinafter referred to as “the Public Open Space”) and shall landscape the Public Open Space including the planting of such shrubs and trees, to such level, standard, and design as may be approved by the Director to be completed and made fit for use on the date or dates referred to in Special Condition No. (16) hereof as may be appropriate for the Site or Sites within which the Public Open Space is provided or to be provided;

- (b) The Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Private Recreational Facilities, the Public Open Space and the Public Recreational Facilities in good and substantial repair and condition and shall operate the Private Recreational Facilities and the Public Recreational Facilities in all respects to the satisfaction of the Director.
- (c) The Public Open Space shall be opened to the public for all lawful purposes freely and without payment of any nature.

## (II) Provisions of the deed of mutual covenant

Section B of the Principal DMC:

“Public Open Space” means those parts of the podium roof level including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (43) (a)(ii) and (iii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans;

“Non-Station Development Common Areas” means those parts of the Development (excluding any part of the Station) which when constructed as part of a Phase are intended for use by Owners of the Non-Station Development as a whole and not for the sole benefit of any Owner or group of Owners in a Phase of the Development including, but not limited to the approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges and Footbridge Associated Structures (whether within or outside the boundaries of the Land); loading and unloading spaces and areas; 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, on or in the Non-Station Development; the foundations and structure of the buildings erected on the Non-Station Development; the Public Open

Space, Podium Deck, the management office(s) and any other space on or in the Non-Station Development used for office or other accommodation of watchmen or caretakers or other staff employed on or in or for the Non-Station Development and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or group of Owners in a Phase of the Development;

Clause 1(b)(vii) of Section I of the Principal DMC:

- (b) Without in any way limiting the generality of the foregoing, the Managers 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 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, 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) and (f) of Section J of the Principal DMC:

1. The costs, charges and expenses, in respect of the management of the Non-Station Development, shall include but shall not be limited to those next following, and shall be paid by all the Owners of the Non-Station Development in the manner herein provided :-
  - (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;

- (f) the cost of any necessary demolition works or works the Managers consider necessary for the rebuilding, improvement, enhancement or renovation of the Non-Station Development;

Plan showing the location of the Public Open Space as far as it is practicable to do so is appended hereto at the end of this section.

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 opens 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.

# Information on public facilities and public open spaces

## 公共設施及公眾休憩用地的資料

### A. 根據批地文件規定須興建並提供予政府或供公眾使用的任何設施

#### 1. 綠色區域

批地文件特別條件第(9)條規定，承批人須從批地文件之日起24個月內按署長批准的方式、材料、標準、水平、方位及設計鋪設、構建、提供及建造綠色區域。

##### (I) 批地文件的條文

批地文件特別條件第(9)(a)及(b)條：

(9) 承批人須自費進行下述工程，在一切方面使署長滿意：

- (a) 從本協議之日起24個月內，按署長批准的方式、材料、標準、水平、方位及設計鋪設、構建、提供及建造圖則I上用綠色顯示的未來公共道路部分（以下簡稱「綠色區域」）（包括提供與建造橋樑、隧道、立交橋、地下通道、暗渠、高架橋、天橋、行人路或署長可自行酌情要求的其他建築物，以便在其上面進行建築、車輛及行人交通）；
- (b) 從本協議之日起24個月內，在綠色區域鋪設路邊石及渠道並提供署長可要求的明渠、污水渠、排水渠、連接至總水喉的消防栓、街道照明、交通標誌、交通照明信號、街道設施及道路標識；

批地文件特別條件第(11)條：

(11) 僅為進行批地文件特別條件第(9)條指明的必要工程的目的，承批人在本協議之日獲授予綠色區域的管有權。綠色區域須在要求時交回及無論任何情況下須視作為在署長發出的信函中指明的日期當日已被承批人交回政府。當承批人管有綠色區域時，承批人須在所有合理的時間准許政府及公共車輛及行人交通自由地通過綠色區域。<sup>1</sup>

##### (II) 公契的條文

日期為1999年3月30日並在土地註冊處以註冊摘要第UB7732245號登記的主公契及管理協議（「主公契」）第I章第1(b)(xvii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(xvii) 視察、保養及維修政府租契特別條款第(9)條提及的區域和按政府租契特別條款第(9)及(53)條要求該土地的業主需要保養的西邊高架路及其輔助活動接縫口。

在切實可行範圍內盡量顯示綠色區域的位置的圖在本章後部附上。

#### 2. 政府樓宇

批地文件特別條件第(18)(a)(ii)條規定，承批人須在該地段上搭建、建築、提供及保養樓宇及設施作為（以及其他）政府樓宇。

批地文件特別條件第(19)(a)條規定，承批人須在該地段內搭建、建築及提供政府樓宇包括（以及其他）公共交通總站、日間托兒所、長者聯誼中心、家庭支援中心和2個車位、及青少年中心及學習/閱覽室，一切方面使署長滿意。

##### (I) 批地文件的條文

批地文件特別條件第18(a)(ii)條：

(18) 除批地條件另有規定，在發展或重建（該詞語僅涉及按一般條件第(8)(b)條對該地段或其中任何部分的重建）時：

(a) 承批人僅能在該地段上搭建、建築、提供及保養樓宇及設施，作為

(ii) 政府樓宇(定義見以下特別條件第(19)條)；

批地文件（經兩份日期為1997年11月10日及2000年5月15日在土地註冊處分別以註冊摘要編號UB7333780及UB8098181登記的修訂書更改或修訂）特別條件第19(a)條：

(19) (a) 承批人須按為本地段編制的技術明細表（在批地條件中應視為批地條件之部分並按其解讀及詮釋）（以下簡稱「技術明細表」）及按批地文件特別條件第(20)條批准的圖則，以精工細作之方式自費建築與提供下列樓宇，在一切方面使署長滿意：

(i) 在地面設置一個公共交通總站（以下簡稱「公共交通總站」），包括：

(a) 在地盤A內已建或擬建一個有7輛巴士車位，可停泊12米長雙層巴士的巴士總站、一個有4輛小巴車位的公共小巴總站及一個不少於80平方米淨樓面面積的營運區作為巴士營運者的配套設施，包括但不限於一個經理室、工具房、職工餐廳及洗手間，上述設施須在服務大嶼山及一般稱為大嶼山線的港鐵開始運作之日或之前完成並使其適合佔用與運作；及

(b) 在地盤C內已建或擬建兩個的士候車處；一個路邊停車處及一個不少於80平方米淨樓面面積的營運區作為巴士營運者的配套設施，該等設施須在2003年3月31日或之前完成並使其適合佔用與運作；<sup>2</sup>

(iii) 一個日間托兒所（以下簡稱「托兒所」），其營運淨樓面面積不少於355平方米，須在2001年9月30日或之前完成並使其適合佔用與營運；

(iv) 一個長者聯誼中心（以下簡稱「聯誼中心」），其營運淨樓面面積不少於132平方米，須在2001年9月30日或之前完成並使其適合佔用與營運；

(v) 一個家庭支援中心，其營運淨樓面面積不少於159.5平方米和2個車位，每個車位面積不少於5.5米長及2.7米闊連同淨空高度最少為2.3米（該家庭支援中心和車位在下文統稱「家庭支援中心」），須在2001年9月30日或之前完成並使其適合佔用與營運；

(vi) 一個青少年中心及學習/閱覽室（以下簡稱「青年中心」），其營運淨樓面面積不少於505.5平方米，須在2001年9月30日或之前完成並使其適合佔用與營運，

（上述樓宇（包括照明裝置、通風機、提取管道系統及道路/樓層鋪面，但不包括升降機、扶手電梯、機械、設備及署長按批地條件批准並非專門服務樓宇的設備及其他設施、牆壁、支柱、大樑、天花、屋頂板、軌道/樓板及其他結構件）連同署長絕對酌情決定（其意見為最終的及約束承批人）專門服務樓宇的任何其他區域、設施、服務及裝置在下文統稱為「政府樓宇」）。

##### (II) 公契的條文

主公契的第B章：

「政府樓宇」統指按政府租契特別條款第(19)條在該土地上興建作為發展項目之部分的公共交通總站（地盤A）及（地盤C）、日間托兒所、長者聯誼中心、家庭支援中心、2個車位和青少年中心及學習/閱覽室；

#### 附註

1. 根據署長出具的一封信日期為1998年7月13日的信件顯示，綠色區域已被平整及於1998年6月26日按批地文件特別條件第9及11條交還予政府。
2. 此要求經日期為2003年12月22日在土地註冊處以註冊摘要編號UB9089574登記的不反對通知書豁免。



# Information on public facilities and public open spaces

## 公共設施及公眾休憩用地的資料

(n) 保養、維修及運作項目的成本；

在切實可行範圍內盡量顯示政府樓宇的位置的圖在本章後部附上。

### 3. 供使用或到訪鐵路站的公眾使用的停車場及港鐵站的出入通道

批地文件特別條件第(33)(a)條規定，承批人須搭建、建築、提供及其後運作，及受政府與承批人之間訂立或擬訂立的任何管理與保養協議規限保養（以及其他）鐵路站及地政總署署長要求供公眾使用或到訪鐵路站的停車場數目，在一切方面使地政總署署長滿意，以便營運港鐵。

批地文件特別條件第(42)條規定，承批人須准許公眾及各種類型的車輛（如適用）為了一切合法目的在任何時間內進出、經過及再經過該地段的部分和承批人指定該地段之內、之下、經過、之上或上面的建築物、構築物及搭建物，以便進出港鐵站。

#### (I) 批地文件的條文

批地文件第(33)(a)條：

(33) (a) 承批人須於1998年6月30日前在地盤M內按批地條件及經批准建築圖則（如適用）自費完成搭建、建築、提供及其後運作並使其適合操作一個鐵路站連同輔助鐵路構築物、設施（包括市區登機手續辦理處設施和服務港鐵俗稱「機場快線」的交通交匯處（該交通交匯處以下簡稱「交通交匯處」））、道路和署長要求供公眾使用或進出鐵路站的停車場數目，達致署長滿意的程度，以便按《地下鐵路公司條例》營運港鐵（上述車站、道路、輔助構築物設施及車位在下文統稱為「港鐵站」），在一切方面使署長滿意，惟受政府與承批人之間訂立或擬訂立的任何管理與保養協議規限。港鐵站不列入計算批地文件特別條件第(18)(e)條規定的總樓面面積。

批地文件特別條件第(42)條規定：

承批人須在批地文件授予的整個租期期間，准許公眾及各種類型的車輛（如適用）為了一切合法目的在任何時間內自由及無需支付任何性質的費用（承批人徵收的泊車費除外）進出、經過及再經過該地段的部分和承批人指定該地段之內、之下、經過、之上或上面的建築物、構築物及搭建物，以便進出港鐵站。

(II) 公契的條文

主公契第B章：

「鐵路站」指根據政府租契特別條款第(33)條在該土地興建並構成香港鐵路一部份的港鐵站，包括月台、候車大堂、登記大堂、到達及離開大堂、車輛上落客區、停車場、環站車路及其所有結構部份（不論該等結構是否承托非鐵路站發展項目）及所有穿過鐵路站的服務媒介（不論該等媒介是否服務非鐵路站發展項目）；

主公契第E章第8條：

8. 港鐵作為鐵路站及保留區域的業主須負責鐵路站及保留區域（而非發展項目的其他部份）的保養及管理，及除非本契約另有訂明無須作為鐵路站或保留區域的業主分攤根據本契約第J章計算的管理開支。

在切實可行範圍內盡量顯示供使用或到訪港鐵站的公眾使用的停車場及港鐵站的出入通道的位置的圖在本章後部附上。

### 4. 公共休憩用地

批地文件特別條件第(43)(a)(ii)條規定，承批人須（以及其他）在該地段內搭建、建築及提供在一切方面使地政總署署長滿意，地政總署署長要求不少於1.70公頃總面積的數塊公共休憩用地。

#### (I) 批地文件的條文

批地文件特別條件第(43)(a)(ii)及(c)：

(a) 承批人須按經批准建築圖則和經批准美化建議書在該地段內自費搭建、建築及提供下列設施，在一切方面使署長滿意：

(ii) 在提供或擬提供作為公共休憩用地的地塊內於批地文件特別條件第(16)條提及的日期（如適用）完成並使其適合使用署長要求不少於1.70公頃總面積的數塊公共休憩用地（以下簡稱「公共休憩用地」）並美化該公共休憩用地，包括種植灌木及樹木，達致署長批准的水平、標準及設計；

(c) 公共休憩用地須開放給公眾為了一切合法目的自由及無需支付任何性質的費用使用。

#### (II) 公契的條文

主公契第B章：

「公共休憩用地」指基座平台的該等部分，包括不時按政府租契特別條款第(43)(a)(ii)及(iii)條建造與提供的任何公共康樂設施，在不時經批准的圖則上指定該用途；

「非鐵路站發展項目公用地方」指發展項目的該等部分（不包括鐵路站的任何部分），當作為個別期數之部分建造後，擬供整個非鐵路站發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路站發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物（不論是否在該土地邊界之內或之外）；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路站發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路站發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路站發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路站發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

在切實可行範圍內盡量顯示公共休憩用地的位置的圖在本章後部附上。

### 5. 公共康樂設施

批地文件特別條件第(43)(a)(iii)條規定，承批人須（以及其他）在該地段內搭建、建築及提供在一切方面使地政總署署長滿意，按地政總署署長要求的數目、面積、類型、設計、高度、佈局及材料完成的公共康樂設施。

#### (I) 批地文件的條文

批地文件特別條件第(43)(a)(iii)及(d)條：

「項目」指政府樓宇的外部飾面和一切牆壁建築物（為免存疑，包括（地盤A）公共交通總站內地面水箱的圍牆）、政府樓宇之內、周圍、內部、之上及之下的支柱、大樑、天花、屋頂樓板、軌道/樓板及任何其他結構件；服務政府樓宇和發展項目餘下部分的一切升降機、樓梯及扶手電梯；構成服務政府樓宇和發展項目餘下部分的系統之一切建築服務裝置、機械及設備（包括但不限於可攜帶和固定的消防裝置設備）；政府樓宇下面的一切建築樓板連同在其內及其下的排水渠系統和政府租契特別條款第(31)條提及服務政府樓宇和發展項目餘下部分的一切其他公用部分及設施。

主公契的第E章第9條：

政府樓宇的業主僅須負責政府樓宇（而非發展項目的其他部份）的保養及管理，及除非本契約另有訂明無須作為政府樓宇的業主分攤根據本契約第J章計算的管理開支及根據本契約第H章計算的管理人薪酬。

主公契的第I章第1(b)(xii)及(xxxiv)條：

(b) 在不以任何方式局限以上的一般性的原則下，管理人有以下權利和責任：

(xii) 保養及維持項目在良好的維修及狀態。

(xxxiv) 在政府樓宇的業主要求時，對專屬伺候政府樓宇的服務設施及裝置進行保養，而政府樓宇的業主在要求時償還管理人合理地產生的保養費用，該等保養費用須在遞交證明文件及其他相關資料時事先獲得政府樓宇的業主的書面批准。

主公契的第J章第1(n)條：

1. 管理非鐵路發展項目的成本、開支及費用須包括但不限於以下各項，及須由非鐵路發展項目的業主以本契約訂明的方式支付：



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及設備房和儲物室；非鐵路站發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路站發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路站發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路站發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

(a) 承批人須按經批准建築圖則和經批准美化建議書在該地段內自費搭建、建築及提供下列設施，在一切方面使署長滿意：

(iii) 按署長要求的數目、面積、類型、設計、高度、佈局及材料在已提供或擬提供作為公共康樂設施的地塊內於批地文件特別條件第(16)條提及的日期(如適用)完成並使其適合操作與使用公共康樂設施及輔助設施(以下統稱為「公共康樂設施」)。該公共康樂設施不應列入計算批地文件特別條件第(18)(e)條規定的總樓面面積。

(d) 公共康樂設施須開放給公眾使用。承批人有權決定並向公眾徵收使用的收費或收費範圍，惟須在署長要求時，承批人能證明該等收費或收費範圍是管理、維修、修復及維護公共康樂設施所合理必要的費用。

### (II) 公契的條文

主公契第B章：

「公共休憩用地」指基座平台的該等部分，包括不時按政府租契特別條款第(43)(a)(ii)及(iii)條建造與提供的任何公共康樂設施，在不時經批准的圖則上指定該用途；

「非鐵路站發展項目公用地方」指發展項目的該等部分(不包括鐵路站的任何部分)，當作為個別期數之部分建造後，擬供整個非鐵路站發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路站發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物(不論是否在該土地邊界之內或之外)；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械

在切實可行範圍內盡量顯示公共康樂設施的位置的圖在本章後部附上。

### 6. 旅遊巴士車位

批地文件特別條件第(46)(a)(iv)條規定，除批地文件特別條件第(47)條規定外，承批人須提供在一切方面使地政總署署長滿意總共24個旅遊巴士車位(或地政總署署長批准的較少車位)供按《道路交通條例》領有牌照的車輛停泊，該等車位對公眾開放。

#### (I) 批地文件的條文

批地文件特別條件第(46)(a)(iv)條：

(a) 除批地文件特別條件第(47)條規定外，承批人須提供下列設施供按《道路交通條例》領有牌照的車輛停泊，在一切方面使署長滿意：

(iv) 總共24個旅遊巴士車位或署長批准的較少車位，該等車位在任何地塊(地盤A除外)內提供給公眾使用，須在2007年3月31日或之前完成並使其適合使用。<sup>3</sup>以上提供的每個車位佔用的面積為3米闊及12米長連同淨空高度至少3.8米。<sup>4</sup>

#### (II) 公契的條文

不適用。

在切實可行範圍內盡量顯示旅遊巴士車位的位置的圖在本章後部附上。

### 7. 用作家庭支援中心及港鐵站的裝卸車位

批地文件特別條件第(46)(b)(iv)條規定，除批地文件特別條件第(47)條規定外，在靠近家庭支援中心的貨運升降機旁邊須設置一個車位，供家庭支援中心和港鐵站使用。

#### (I) 批地文件的條文

批地文件特別條件第(46)(b)(iv)條：

(b) 除批地文件特別條件第(47)條規定外，必須在該地段內提供場地作為公用地方(定義見批地文件特別條件第(58)(a)(v)條)之部分，用作車輛裝卸用途，在一切方面使署長滿意：

(iv) 在靠近家庭支援中心的貨運升降機旁邊設置一個不少於7米長及3.0米闊連同淨空高度至少3米的區域，供家庭支援中心免費和港鐵站共同使用。

#### (II) 公契的條文

不適用。

在切實可行範圍內盡量顯示用作家庭支援中心及港鐵站的裝卸車位的位置的圖在本章後部附上。

### 8. 地段內的道路

批地文件特別條件第(52)(a)條規定，承批人須在該等位置及該等層次在該地段內建造內部交通系統，供行人及車輛使用。批地文件特別條件第(52)(c)條規定，承批人須在內部交通系統內提供地政總署署長要求的街道照明。

#### (I) 批地文件的條文

批地文件特別條件第(52)(a)及(c)條規定：

(a) 承批人須按署長要求的位置及層次在該地段內自費建造署長要求的道路系統，包括道路、行人天橋、行人路、樓梯、乘客升降機、扶手電梯及坡道(以下統稱「內部交通系統」)，供行人及車輛使用，包括但不限於運輸署署長決定的的士、特許巴士、綠色小巴及跨境旅遊巴士。

(c) 承批人須自費在內部交通系統內提供署長要求的街道照明並在批地文件授予的整個租期內自費安排內部交通系統的照明及保持照明，使署長滿意。倘若承批人未能履行本條款規定的責任，政府可由承批人出資提供街道照明及/或保持內部交通系統的照明。承批人須在要求時向政府支付署長決定的費用。

#### (II) 公契的條文

主公契第B章：

「非鐵路站發展項目公用地方」指發展項目的該等部分(不包括鐵路站的任何部分)，當作為個別期數之部分建造後，擬供整個非鐵路站發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路站發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物(不論是否在該土地邊界之內或之外)；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路站發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路站發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路站發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路站發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

在切實可行範圍內盡量顯示內部交通系統供公眾使用的該等部分的位置的圖在本章後部附上。

### 9. 西邊高架路及活動接縫口

批地文件特別條件第(53)(a)條規定，承批人須從批地文件之日起24個月內按地政總署署長要求的材料、標準、層次、闊度、方位及設計完成建築保留區域內的西邊高架路及活動接縫口，在一切方面使地政署長滿意。

#### 附註

3. 根據九龍西區地政處主任發出的日期為2007年6月25日的信件，批地文件特別條件第(46)(a)(iv)提述的完成日期更改為2007年12月31日。

4. 日期為2008年9月26日在土地註冊處以註冊摘要編號08092902530044登記的批准書規定，承批人獲批准在地盤G內提供(包括其他)總共24個批地文件特別條件第(46)(a)(iv)提述的車位，在一切方面使地政署長滿意。



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## 公共設施及公眾休憩用地的資料

### 10. 未來行人天橋相關構築物及通往公共行人道的通道

批地文件特別條件第(55)(a)條規定，承批人須在地政總署署長書面指定的日期或之前，在一切方面使地政總署署長滿意，按地政總署署長要求或批准的材料、標準、層次、方位、佈局及設計在該地段上搭建、提供及建築及其後保養未來行人天橋相關構築物連接該地段至未來行人天橋。

#### (I) 批地文件的條文

批地文件特別條件第(55)(a)及(e)條：

(a) 承批人須在署長指定的日期或之前按經批准建築圖則和署長要求或批准的材料、標準、層次、方位、佈局及設計自費在該地段上搭建、提供及建築及其後保養連接該地段至未來行人天橋（以下簡稱「未來行人天橋」）的支柱、其他結構承托物及連接物連同所需的扶手電梯、升降機、樓梯（該等設施、結構承托物及連接物在下文統稱「未來行人天橋相關構築物」），在一切方面使署長滿意。該連接段大約位置位於圖則I上C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點、W點穿過的U和V點、Z點穿過的X和Y點、AC點穿過的AA和AB點或署長同意的其他位置（以下簡稱「該等位置」）。<sup>5</sup>

(e) 承批人在批地文件授予的整個租期期間，在符合署長可施加的任何要求下，可准許公眾為了一切合法目的自由及免費通過該地段或其中任何部分或其上的建築物或建築物的任何部分步行出入、經過及再經過未來行人天橋和構成其中一部分或附帶部分的未來行人天橋相關構築物，以便出入該地段外面的地面公共行人路。

#### (II) 公契的條文

主公契第B章：

「行人天橋輔助建築物」指按政府租契特別條款第(55)(a)條建造的建築物；

「非鐵路站發展項目公用地方」指發展項目的該等部分（不包括鐵路站的任何部分），當作為個別期數之部分建造後，擬供整個非鐵路站發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路站發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物（不論是否在該土地邊界之內或之外）；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路站發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路站發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路站發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路站發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

主公契第二附表第2部分第2(b)段：

(b) 管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的一切必要工程，臨時關閉該土地的任何建築物的任何出口，以便連接行人通道、隧道或行人天橋至按政府批地書特別條款第(54)及(55)條建造的建築物或行人天橋輔助建築物。管理人在進行上述工程期間必須向業主發出書面通知，說明在工程進行期間業主不能使用該土地及發展項目的區域或部分。業主須遵守該通知的要求，但是不能干涉出入政府樓宇；

在切實可行範圍內盡量顯示未來行人天橋相關構築物及通往公共行人道的通道的位置的圖在本章後部附上。

### B. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何設施

#### 1. 綠色區域

批地文件特別條件第(9)條規定，承批人須（包括其他）保養綠色區域直至按批地文件特別條件第(11)條交還綠色區域的管有權給政府。

#### (I) 批地文件的條文

批地文件特別條件第9(c)及(11)條：

(9) 承批人須自費進行下述工程，在一切方面使署長滿意：

(c) 保養綠色區域連同在其上或其內安裝及提供的一切建築物、服務、街道設施及植物直至按批地文件特別條件第(11)條交還綠色區域的管有權給政府。

(11) 僅為進行批地文件特別條件第(9)條指明的必要工程的目的，承批人在本協議之日獲授予綠色區域的管有權。綠色區域須在要求時交回及無論任何情況下須視作為在署長發出的信函中指明的日期當日已被承批人交回政府。當承批人管有綠色區域時，承批人須在所有合理的時間准許政府及公共車輛及行人交通自由地通過綠色區域。<sup>6</sup>

#### (II) 公契的條文

主公契第I章第1(b)(xvii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(xvii) 視察、保養及維修政府租契特別條款第(9)條提及的區域和按政府租契特別條款第(9)及(53)條要求該土地的業主需要保養的西邊高架路及其輔助活動接縫口。

在切實可行範圍內盡量顯示綠色區域的位置的圖在本章後部附上。

#### 2. 港鐵站的出入通道

批地文件特別條件第(42)條規定，承批人須准許公眾及各種類型的車輛（如適用）為了一切合法目的在任何時間內進出、經過及再經過該地段的部分和承批人指定該地段之內、之下、經過、之上或上面的建築物、構築物及搭建物，以便進出港鐵站。

#### 附註

5. 根據三份日期分別為2000年2月3日、2001年7月31日及2009年8月5日的批准書，地政總署署長批准以下事項：

(a) 修訂該等位置：從附於批地文件的圖則I上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置，修訂為附於上述2009年8月5日的批准書的圖則編號KM5877b上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置；及

(b) 刪除附於批地文件的圖則I上顯示及標示的Z點穿過的X和Y點及AC點穿過的AA和AB點的該等位置。

6. 根據署長出具的一封日期為1998年7月13日的信件顯示，綠色區域已被平整及於1998年6月26日按批地文件特別條件第9及11條交還予政府。



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及其他建築物的結構及組織，及其外在立面及天台(已轉讓予業主的天台除外)，及更換在其中的門或窗已破爛的玻璃(其更換責任在本契約或任何副公契中沒有分配予任何業主)，但任何在政府樓宇外牆搭建的招牌或廣告須不受影響。

主公契第J章第1(d)及(f)條：

1. 管理非鐵路發展項目的成本、開支及費用須包括但不限於以下各項，及須由非鐵路發展項目的業主以本契約訂明的方式支付：

(d) 維修、保養、清潔、塗漆或以其他適當方式處理或裝飾非鐵路發展項目的建築物及外在立面及任何在非鐵路發展項目上或內搭建的大廈及其他建築物或其部份，及更換在其中的門或窗已破爛的玻璃（其更換責任在本契約或任何副公契中沒有分配予任何業主或任何一組業主）的成本；

(f) 任何管理人認為為重建、改善、增加或更新非鐵路發展項目的目的必要的清拆工程；

在切實可行範圍內盡量顯示根據批地文件規定須由發展項目（包括「期數」）中的住宅物業的擁有人出資管理、營運或維持的港鐵站出入口通道的位置於本章後部附上。

### 3. 公共休憩用地及公共康樂設施

批地文件特別條件第(43)(b)條規定，承批人須（以及其他）保養公共休憩用地及公共康樂設施處於修繕妥當的狀態並操作公共康樂設施，在一切方面使地政署長滿意。

(I) 批地文件的條文

批地文件特別條件第(43)(b)、(c)及(d)條：

(b) 承批人須在批地文件授予的整個租期期間，自費保養私人康樂設施、公共休憩用地及公共康樂設施處於修繕妥當的狀態並操作私人康樂設施和公共康樂設施，在一切方面使署長滿意。

(c) 公共休憩用地須開放給公眾為了一切合法目的自由及無需支付任何性質的費用使用。

(d) 公共康樂設施須開放給公眾使用。承批人有權決定並向公眾徵收使用的收費或收費範圍，惟須在署長要求時，承批人能證明該等收費或收費範圍是管理、維修、修復及維護公共康樂設施所合理必要的費用。

(II) 公契的條文

主公契第B章：

「公共休憩用地」指基座平台的該等部分，包括不時按政府租契特別條款第(43)(a)(ii)及(iii)條建造與提供的任何公共康樂設施，在不時經批准的圖則上指定該用途；

「非鐵路發展項目公用地方」指發展項目的該等部分(不包括鐵路站的任何部分)，當作為個別期數之部分建造後，擬供整個非鐵路發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路發展項目上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物(不論是否在該土地邊界之內或之外)；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路發展項目上或之內的管理處和供辦公用的其他區域或非鐵路發展項目上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

主公契第I章第1(b)(vii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(vii) 維修、保養、清潔、塗漆或以其他適當方式處理或裝飾在非鐵路發展項目上或內搭建的大廈及其他建築物的結構及組織，及其外在立面及天台(已轉讓予業主的天台除外)，及更換在其中的門或窗已破爛的玻璃(其更換責任在本契約或任何副公契中沒有分配予任何業主)，但任何在政

府樓宇外牆搭建的招牌或廣告須不受影響。

主公契第J章第1(d)及(f)條：

1. 管理非鐵路發展項目的成本、開支及費用須包括但不限於以下各項，及須由非鐵路發展項目的業主以本契約訂明的方式支付：

(d) 維修、保養、清潔、塗漆或以其他適當方式處理或裝飾非鐵路發展項目的建築物及外在立面及任何在非鐵路發展項目上或內搭建的大廈及其他建築物或其部份，及更換在其中的門或窗已破爛的玻璃（其更換責任在本契約或任何副公契中沒有分配予任何業主或任何一組業主）的成本；

(f) 任何管理人認為為重建、改善、增加或更新非鐵路發展項目的目的必要的清拆工程；

在切實可行範圍內盡量顯示公共休憩用地及公共康樂設施的位置的圖於本章後部附上。

### 4. 地段內的道路

批地文件特別條件第(52)(b)條規定，承批人須操作、管理及保養內部交通系統和制訂有關交通管理安排，包括搭建承批人認為符合批地條件所必要的交通標誌及交通信號。

(I) 批地文件的條文

批地文件特別條件第(52)(b)條規定：

(b) 除了運輸署署長和警務處處長不時發出的指示和政府與承批人之間訂立與將訂立的操作、管理及保養協議及按現存及未來法例以附例形式作出的授權外，承批人須操作、管理、保養內部交通系統和制訂有關交通管理安排，包括搭建承批人認為符合批地條件所必要的交通標誌及交通信號。

(I) 批地文件的條文

批地文件特別條件第(42)條規定：

承批人須在批地文件授予的整個租期期間，准許公眾及各種類型的車輛（如適用）為了一切合法目的在任何時間內自由及無需支付任何性質的費用（承批人徵收的泊車費除外）進出、經過及再經過該地段的部分和承批人指定該地段之內、之下、經過、之上或上面的建築物、構築物及搭建物，以便進出港鐵站。

(II) 公契的條文

「非鐵路發展項目公用地方」指發展項目的該等部分(不包括鐵路站的任何部分)，當作為個別期數之部分建造後，擬供整個非鐵路發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路發展項目上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物(不論是否在該土地邊界之內或之外)；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路發展項目上或之內的管理處和供辦公用的其他區域或非鐵路發展項目上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

主公契第I章第1(b)(vii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(vii) 維修、保養、清潔、塗漆或以其他適當方式處理或裝飾在非鐵路發展項目上或內搭建的大廈



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## 公共設施及公眾休憩用地的資料

### (II) 公契的條文

#### 主公契第B章：

「非鐵路站發展項目公用地方」指發展項目的該等部分（不包括鐵路站的任何部分），當作為個別期數之部分建造後，擬供整個非鐵路站發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路站發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物（不論是否在該土地邊界之內或之外）；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路站發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路站發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路站發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路站發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

#### 主公契第I章第1(b)(vii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(vii) 維修、保養、清潔、塗漆或以其他適當方式處理或裝飾在非鐵路站發展項目上或內搭建的大廈及其他建築物的結構及組織，及其外在立面及天台（已轉讓予業主的天台除外），及更換在其中的門或窗已破爛的玻璃（其更換責任在本契約或任何副公契中沒有分配予任何業主），但任何在政府樓宇外牆搭建的招牌或廣告須不受影響。

#### 附註：

7. 根據三份日期分別為2000年2月3日、2001年7月31日及2009年8月5日的批准書，地政總署署長批准以下事項：

- (a) 修訂該等位置：從附於批地文件的圖則I上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置，修訂為附於上述2009年8月5日的批准書的圖則編號KM5877b上顯示的C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點及W點穿過的U和V點之間的大約位置；及
- (b) 刪除附於批地文件的圖則I上顯示及標示的Z點穿過的X和Y點及AC點穿過的AA和AB點的該等位置。

#### 主公契第I章第1(d)及(f)條：

1. 管理非鐵路發展項目的成本、開支及費用須包括但不限於以下各項，及須由非鐵路發展項目的業主以本契約訂明的方式支付：

(d) 維修、保養、清潔、塗漆或以其他適當方式處理或裝飾非鐵路站發展項目的建築物及外在立面及任何在非鐵路站發展項目上或內搭建的大廈及其他建築物或其部份，及更換在其中的門或窗已破爛的玻璃（其更換責任在本契約或任何副公契中沒有分配予任何業主或任何一組業主）的成本；

(f) 任何管理人認為為重建、改善、增加或更新非鐵路發展項目的目的必要的清拆工程；

在切實可行範圍內盡量顯示內部交通系統供公眾使用的該等部分的位置的圖在本章後部附上。

### 5. 西邊高架路及活動接縫口

批地文件特別條件第(53)(e)(i)條規定，承批人須（以及其他）保養西邊高架路處於修繕妥當的狀態，使地政總署署長滿意，直至按批地文件特別條件第(53)(f)條將西邊高架路或其中任何部分的管有權交還政府。

批地文件特別條件第(53)(e)(ii)條規定，即使西邊高架路已按批地文件特別條件第(53)(f)條交還給政府，承批人仍須繼續自費保養活動接縫口處於修繕妥當的狀態，使地政署長滿意。

#### (I) 批地文件的條文

批地文件特別條件第(53)(e)(i)及(ii)條：

(e) (i) 承批人須自費保養西邊高架路處於修繕妥當的狀態，使署長滿意，直至按本特別條件第(f)分條將西邊高架路或其中任何部分的管有權交還政府。

(ii) 即使西邊高架路已按本特別條件第(f)分條交還給政府，承批人仍須在批地文件授予的整個租期內繼續自費保養活動接縫口處於修繕妥當的狀態，使署長滿意。

#### (II) 公契的條文

#### 主公契第I章第1(b)(xvii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(xvii) 視察、保養及維修政府租契特別條款第(9)條提及的區域和按政府租契特別條款第(9)及(53)條要求該土地的業主需要保養的西邊高架路及其輔助活動接縫口。

在切實可行範圍內盡量顯示西邊高架路及活動接縫口的位置的圖在本章後部附上。

### 6. 未來行人天橋相關構築物及通往公共行人道的通道

批地文件特別條件第(55)(a)條規定，承批人須在地政總署署長書面指定的日期或之前，在一切方面使地政總署署長滿意，按地政總署署長要求或批准的材料、標準、層次、方位、佈局及設計在該地段上搭建、提供及建築及其後保養未來行人天橋相關構築物連接該地段至未來行人天橋。

#### (I) 批地文件的條文

批地文件特別條件第(55)(a)及(e)條：

(a) 承批人須在署長指定的日期或之前按經批准建築圖則和署長要求或批准的材料、標準、層次、方位、佈局及設計自費在該地段上搭建、提供及建築及其後保養連接該地段至未來行人天橋（以下簡稱「未來行人天橋」）的支柱、其他結構承托物及連接物連同所需的扶手電梯、升降機、樓梯（該等設施、結構承托物及連接物在下文統稱「未來行人天橋相關構築物」），在一

切方面使署長滿意。該連接段大約位置位於圖則I上C點穿過的A和B點、F點穿過的D和E點、J點穿過的G和H點、M點穿過的K和L點、Q點穿過的N和P點、T點穿過的R和S點、W點穿過的U和V點、Z點穿過的X和Y點、AC點穿過的AA和AB點或署長同意的其他位置（以下簡稱「該等位置」）。<sup>7</sup>

(e) 承批人在批地文件授予的整個租期期間，在符合署長可施加的任何要求下，可准許公眾為了一切合法目的自由及免費通過該地段或其中任何部分或其上的建築物或建築物的任何部分步行出入、經過及再經過未來行人天橋和構成其中一部分或附帶部分的未來行人天橋相關構築物，以便出入該地段外面的地面公共行人路。

#### (II) 公契的條文

#### 主公契第B章：

「行人天橋輔助建築物」指按政府租契特別條款第(55)(a)條建造的建築物；

「非鐵路站發展項目公用地方」指發展項目的該等部分（不包括鐵路站的任何部分），當作為個別期數之部分建造後，擬供整個非鐵路站發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路站發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物（不論是否在該土地邊界之內或之外）；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路站發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路站發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路站發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路站發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；



# Information on public facilities and public open spaces

## 公共設施及公眾休憩用地的資料

主公契第I章第1(b)(vii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(vii) 維修、保養、清潔、塗漆或以其他方式適當方式處理或裝飾在非鐵路發展項目上或內搭建的大廈及其他建築物的結構及組織，及其外在立面及天台（已轉讓予業主的天台除外），及更換在其中的門或窗已破爛的玻璃（其更換責任在本契約或任何副公契中沒有分配予任何業主），但任何在政府樓宇外牆搭建的招牌或廣告須不受影響。

主公契第J章第1(d)及(f)條：

1. 管理非鐵路發展項目的成本、開支及費用須包括但不限於以下各項，及須由非鐵路發展項目的業主以本契約訂明的方式支付：

(d) 維修、保養、清潔、塗漆或以其他方式適當方式處理或裝飾非鐵路發展項目的建築物及外在立面及任何在非鐵路發展項目上或內搭建的大廈及其他建築物或其部份，及更換在其中的門或窗已破爛的玻璃（其更換責任在本契約或任何副公契中沒有分配予任何業主或任何一組業主）的成本；

(f) 任何管理人認為為重建、改善、增加或更新非鐵路發展項目的目的必要的清拆工程；

主公契第二附表第2部分第2(b)段：

(b) 管理人有權帶同或不帶同測量師、工人及其他人士進行署長要求的一切必要工程，臨時關閉該土地的任何建築物的任何出口，以便連接行人通道、隧道或行人天橋至按政府批地書特別條款第(54)及(55)條建造的建築物或行人天橋

輔助建築物。管理人在進行上述工程期間必須向業主發出書面通知，說明在工程進行期間業主不能使用該土地及發展項目的區域或部分。業主須遵守該通知的要求，但是不能干涉出入政府樓宇；

就B段所述的任何該等設施及休憩用地而言，該等設施及休憩用地按規定須由期數中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該等設施及休憩用地的部分開支。

在切實可行範圍內盡量顯示根據批地文件規定須由發展項目（包括「期數」）中的住宅物業的業主出資管理、營運或維持的未來行人天橋相關構築物及通往公共行人道的通道的位置的圖在本章後部附上。

### C. 根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的任何休憩用地

根據批地文件規定須由期數中的住宅物業的擁有人出資管理、營運或維持以供公眾使用的休憩用地的大小為1.70公頃。

#### (I) 批地文件的條文

批地文件特別條件第(43)(a)(ii)、(b)及(c)條：

(a) 承批人須按經批准建築圖則和經批准美化建議書在該地段內自費搭建、建築及提供下列設施，在一切方面使署長滿意：

(ii) 在提供或擬提供作為公共休憩用地的地塊內於批地文件特別條件第(16)條提及的日期(如適用)完成並使其適合使用署長要求不少於1.70公頃總面積的數塊公共休憩用地(以下簡稱「公共休憩用地」)並美化該公共休憩用地，包括種植灌木及樹木，達致署長批准的水平、標準及設計；

(b) 承批人須在批地文件授予的整個租期期間，自費保養私人康樂設施、公共休憩用地及公共康樂設施處於修繕妥當的狀態並操作私人康樂設施和公共康樂設施，在一切方面使署長滿意。

(c) 公共休憩用地須開放給公眾為了一切合法目的自由及無需支付任何性質的費用使用。

#### (II) 公契的條文

主公契第B章：

「公共休憩用地」指基座平台的該等部分，包括不時按政府租契特別條款第(43)(a)(ii)及(iii)條建造與提供的任何公共康樂設施，在不時經批准的圖則上指定該用途；

「非鐵路發展項目公用地方」指發展項目的該等部分(不包括鐵路站的任何部分)，當作為個別期數之部分建造後，擬供整個非鐵路發展項目的業主使用，而並非供發展項目個別期數的任何業主或若干業主獨家享用，包括但不限於非鐵路發展項目之上或之內的引道、私家街道、道路、車道、巷道、行人徑、行人路、行人天橋及行人天橋輔助建築物(不論是否在該土地邊界之內或之外)；裝卸區及地方、入口、大堂、樓梯、坡道、梯台、走廊及通道、垃圾房、污水處理室、機房、泵房、變壓器及電掣房、機械及設備房和儲物室；非鐵路發展項目上興建的樓宇之地基及建築物；公共休憩用地；基座平台；非鐵路發展項目之上或之內的管理處和供辦公用的其他區域或非鐵路發展項目之上、之內或供看更或管理員或其他職員使用的其他樓宇和非鐵路發展項目內並非供發展項目的個別期數的任何業主或若干業主獨家享用的一切其他的公用地方；

主公契第I章第1(b)(vii)條：

(b) 在任何方面不影響上述一般適用範圍下，管理人具有下列權力及職責，即：

(vii) 維修、保養、清潔、塗漆或以其他方式適當方式處理或裝飾在非鐵路發展項目上或內搭建的大廈及其他建築物的結構及組織，及其外在立面及天台(已轉讓予業主的天台除外)，及更換在其中的門或窗已破爛的玻璃(其更換責任在本契約或任何副公契中沒有分配予任何業主)，但任何在政府樓宇外牆搭建的招牌或廣告須不受影響。

主公契第J章第1(d)及(f)條：

1. 管理非鐵路發展項目的成本、開支及費用須包括但不限於以下各項，及須由非鐵路發展項目的業主以本契約訂明的方式支付：

(d) 維修、保養、清潔、塗漆或以其他方式適當方式處理或裝飾非鐵路發展項目的建築物及外在立面及任何在非鐵路發展項目上或內搭建的大廈及其他建築物或其部份，及更換在其中的門或窗已破爛的玻璃(其更換責任在本契約或任何副公契中沒有分配予任何業主或任何一組業主)的成本；

(f) 任何管理人認為為重建、改善、增加或更新非鐵路發展項目的目的必要的清拆工程；

在切實可行範圍內盡量顯示公共休憩用地的位置的圖在本章後部附上。

就C段所述的休憩用地而言，該休憩用地按規定須由期數中的住宅物業的擁有人出資管理、營運或維持，及該等擁有人按規定須以由有關住宅物業分攤的管理開支，應付管理、營運或維持該休憩用地的部分開支。

### D. 期數所位於的土地中為施行《建築物(規劃)規例》(第123章，附屬法例F)第22(1)條而撥供公眾用途的任何部分

不適用。

就A、B、C及D段所述的供公眾使用的任何該等設施及休憩用地，及土地中的該等部份而言，公眾有權按照批地文件使用該等設施或休憩用地，或土地中的該等部份。





# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

Government Accommodation and Space for the Loading and Unloading of Motor Vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station

政府樓宇及用作家庭支援中心及港鐵站的裝卸車位

 Day Nursery, the Social Centre for the Elderly, the Home Help Centre and the Children and Youth Centre  
日間托兒所，長者聯誼中心，家庭支援中心及青少年中心

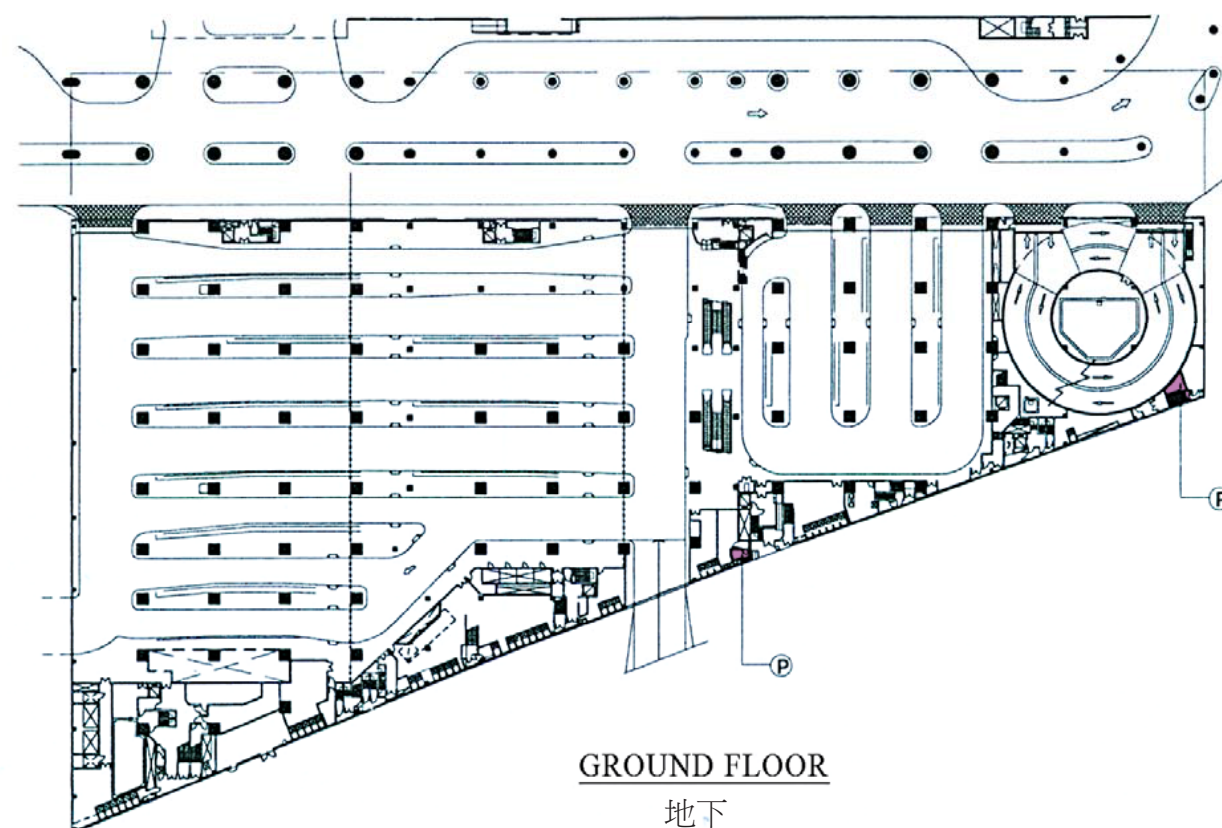
 Space for the Loading and Unloading of Motor Vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station  
用作家庭支援中心及港鐵站的裝卸車位

Remarks:  
The Government Accommodation and Space for the Loading and Unloading of Motor Vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station are not within the Phase. The plans are only for showing the location of the Government Accommodation and Space for the Loading and Unloading of Motor Vehicles to be used for the purposes of the Home Help Centre and the Mass Transit Railway Station and may not reflect the current internal layout of the Government Accommodation and the current status of other matters shown in the plans.

備註：  
政府樓宇及用作家庭支援中心及港鐵站的裝卸車位並非位於期數內。圖則僅供顯示政府樓宇及用作家庭支援中心及港鐵站的裝卸車位位置，圖則顯示之政府樓宇內部布局及其他事項未必能反映其現狀。

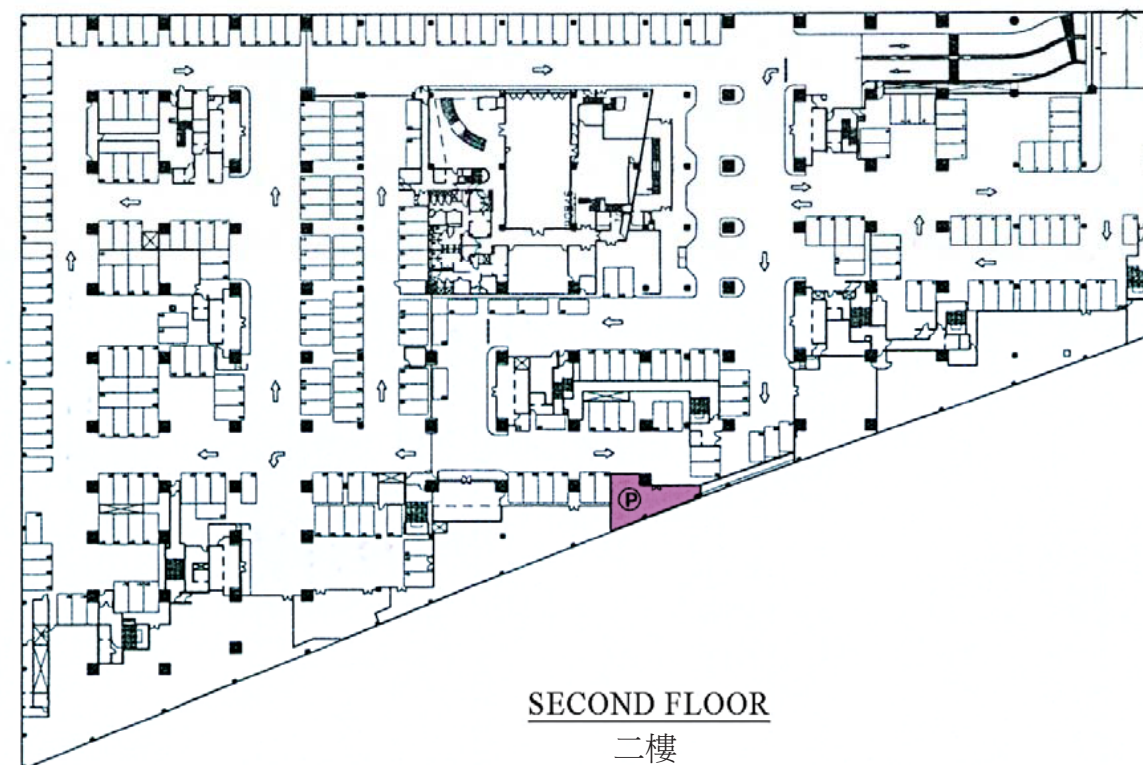
LEGEND :

P = PINK (Day Nursery, the Social Centre for the Elderly, the Home Help Centre and the Children and Youth Centre at Site A of the development)



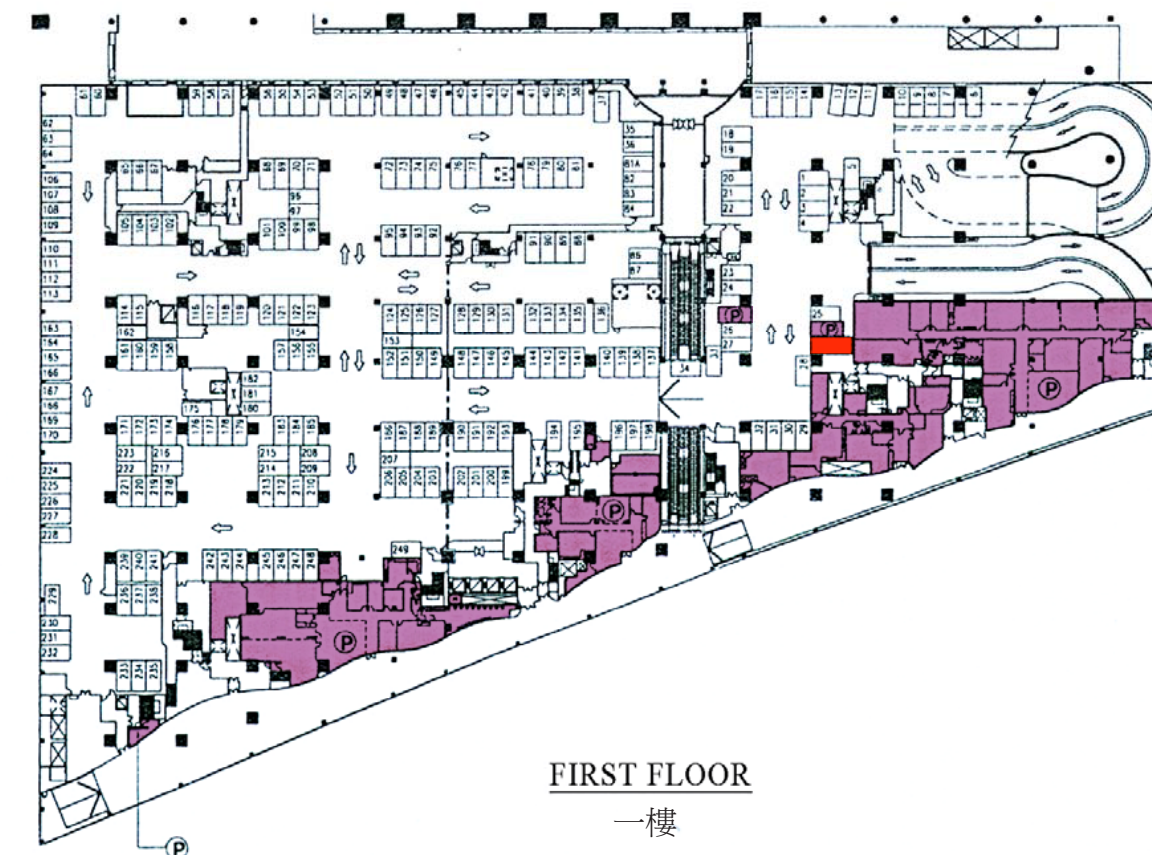
LEGEND :

P = PINK (Day Nursery, the Social Centre for the Elderly, the Home Help Centre and the Children and Youth Centre at Site A of the development)



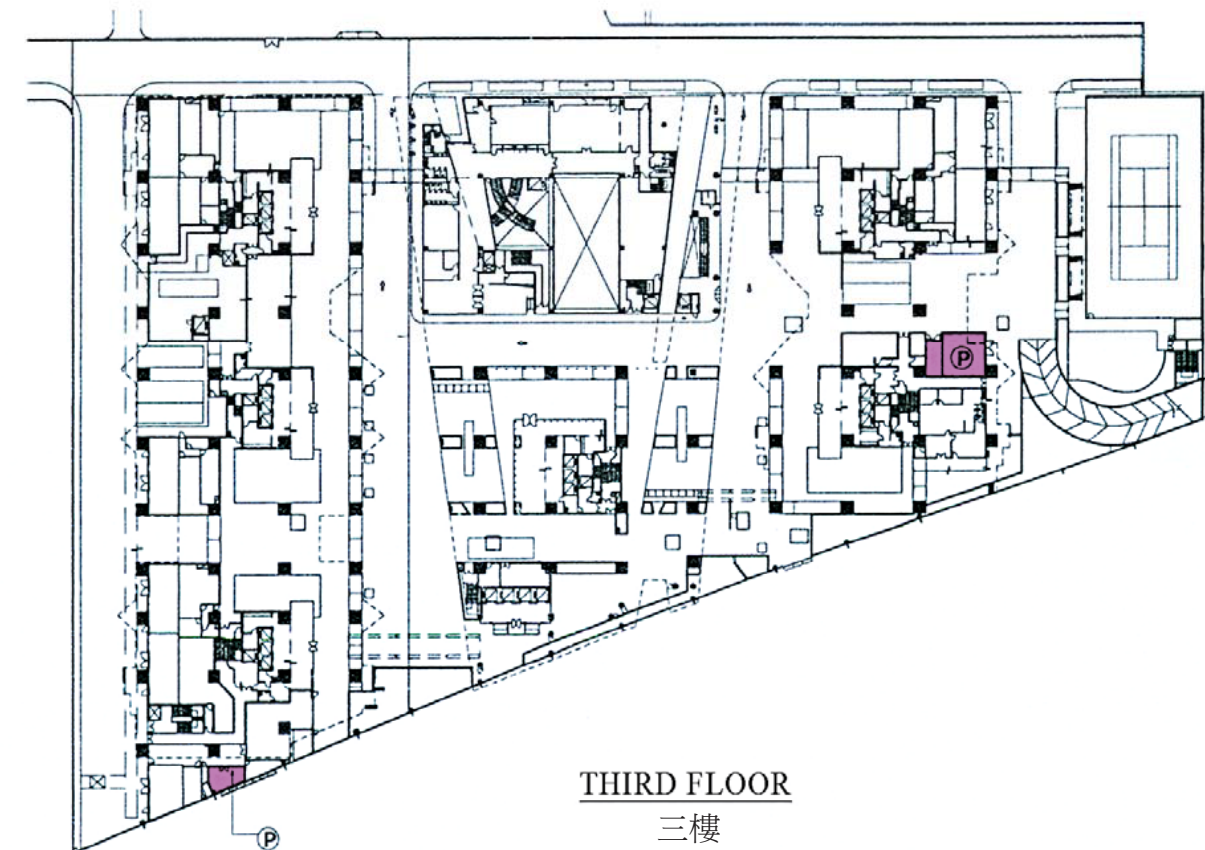
LEGEND :

P = PINK (Day Nursery, the Social Centre for the Elderly, the Home Help Centre and the Children and Youth Centre at Site A of the development)



LEGEND :

P = PINK (Day Nursery, the Social Centre for the Elderly, the Home Help Centre and the Children and Youth Centre at Site A of the development)





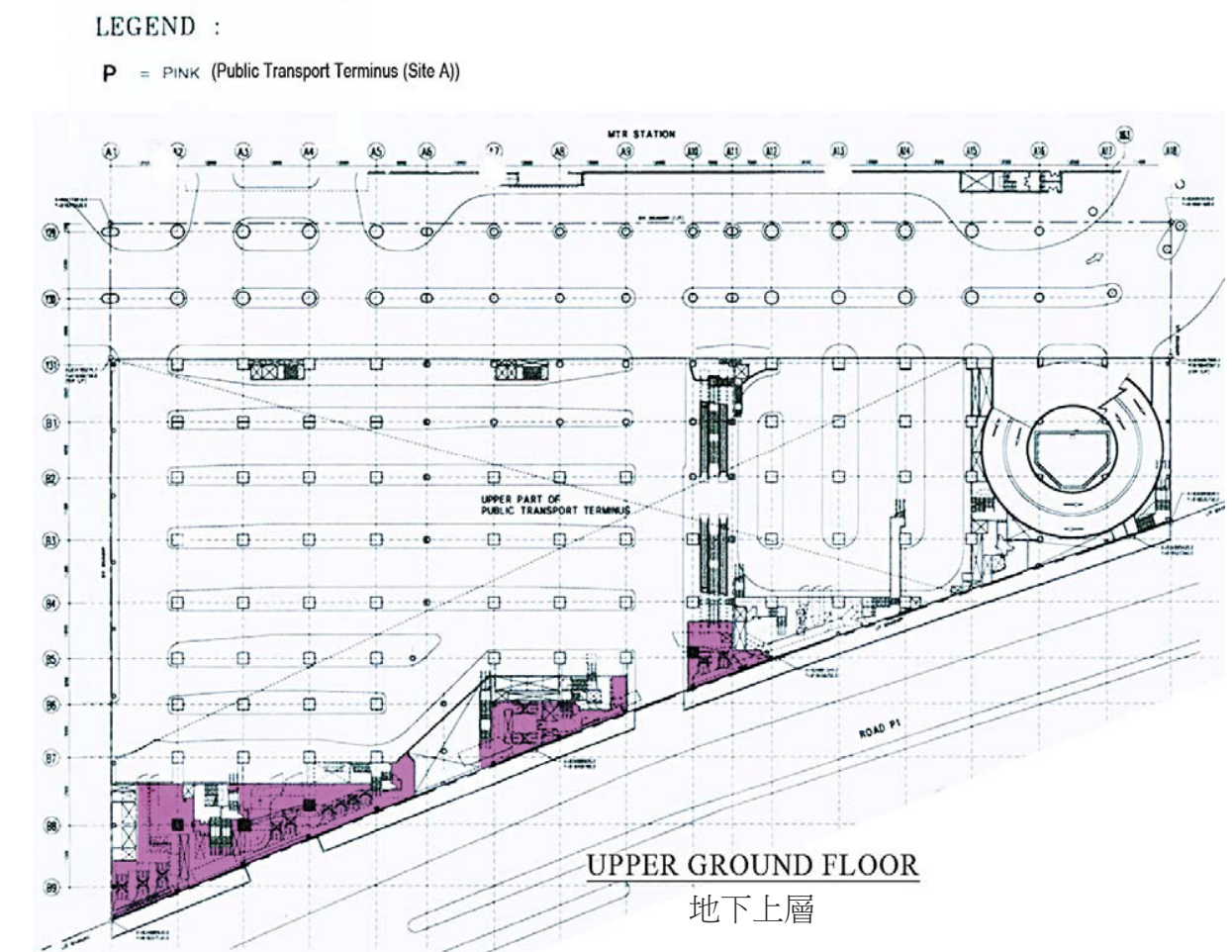
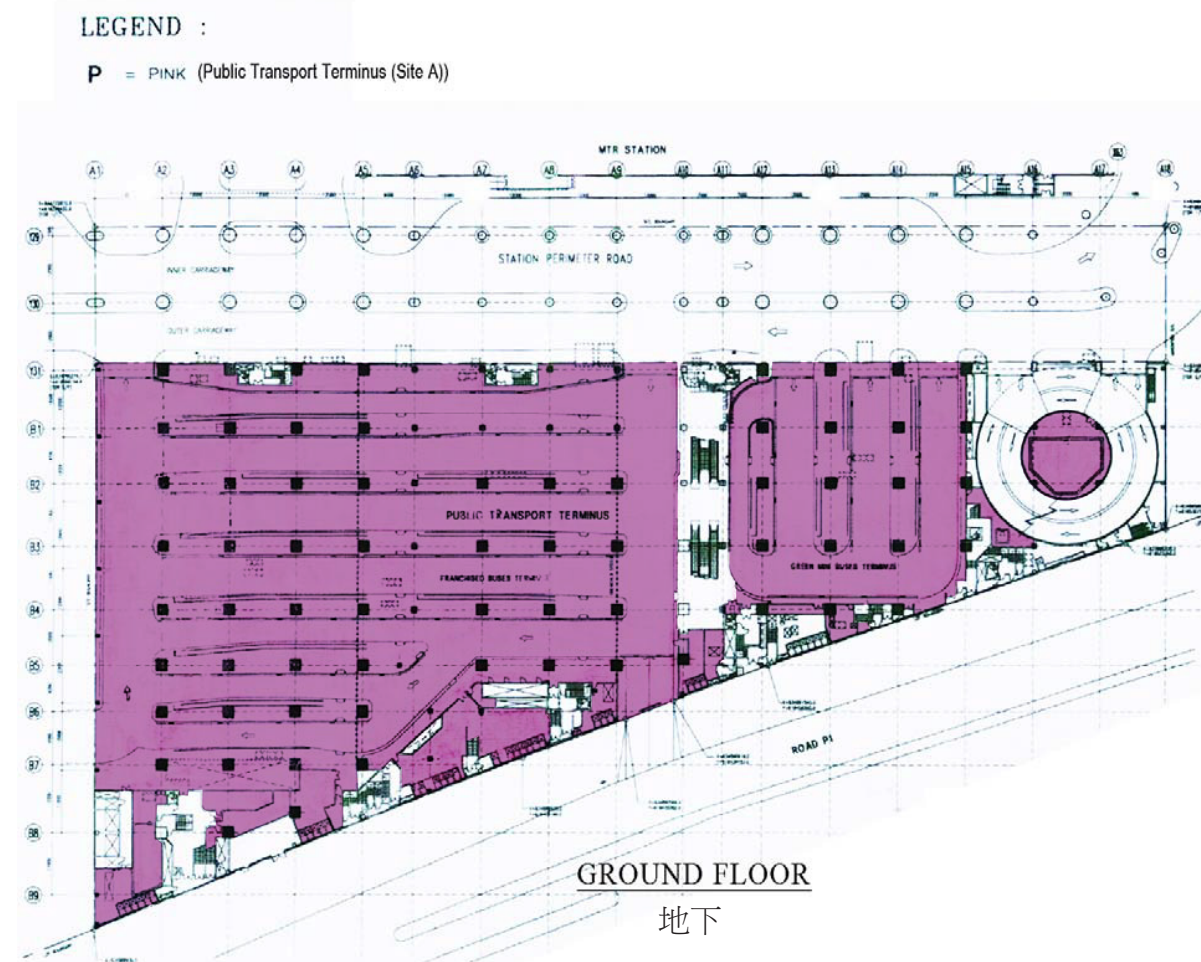
# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

## Government Accommodation

政府樓宇

 Public Transport Terminus  
公共交通總站



Remarks:

The Public Transport Terminus is not within the Phase. The plans are only for showing the location of the Public Transport Terminus of the Government Accommodation and may not reflect the current internal layout of the Public Transport Terminus and the current status of other matters shown in the plans.

備註：

政府樓宇的公共交通總站並非位於期數內。圖則僅供顯示公共交通總站位置，圖則顯示之公共交通總站內部布局及其他事項未必能反映其現狀。



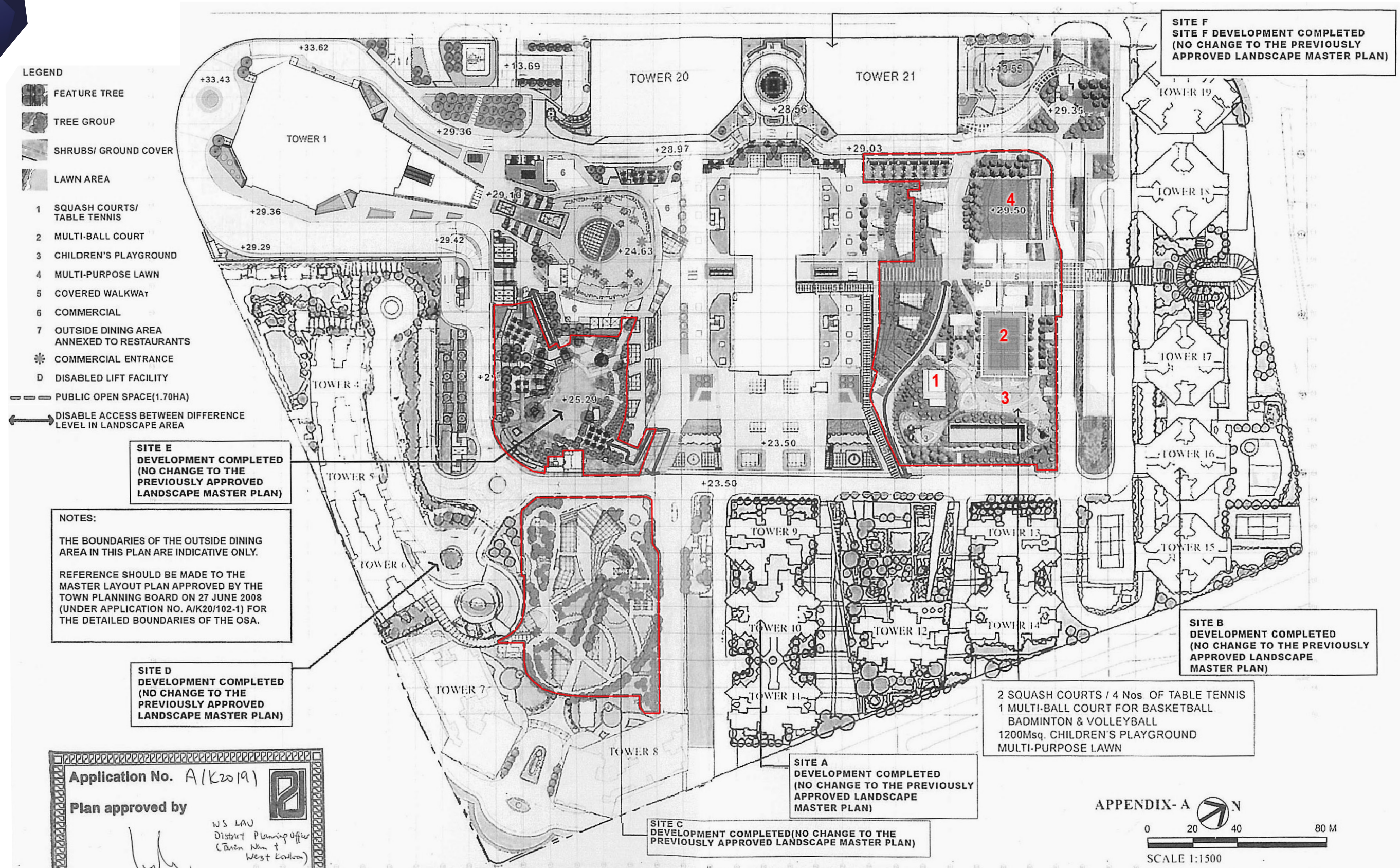
# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

## Public Open Space and Public Recreational Facilities

公共休憩用地及公共康樂設施

- 1 Squash Courts/Table Tennis  
壁球/乒乓球場
- 2 Multi-Ball Court 多用途球場
- 3 Children's Playground 兒童遊樂場
- 4 Multi-Purpose Lawn 多用途草坪
- Public Open Space 公共休憩用地



Remarks:  
The plan is for showing the locations of Public Open Space and Public Recreational Facilities only. Other matters shown in the plan may not reflect their latest conditions.

備註:  
本圖僅作顯示公共休憩用地及公共康樂設施之位置，圖中所示之其他事項未必能反映其最新狀況。

## JPN3 LANDSCAPE PROPOSAL FOR PROPOSED COMPREHENSIVE DEVELOPMENT AT LOT NO. KIL 11080

JPN3 REFERENCE MASTER PLAN (SITE G)  
(SITE E & F FOR REFERENCE ONLY)




DRAWING NO. JPN3/2009/0001/01  
DATE: 24.04.2009




# Information on public facilities and public open spaces


公共設施及公眾休憩用地的資料

 Pedestrian linkage for public access to and from the Mass Transit Railway Station and the public pavement at ground level outside the lot constructed and provided or to be constructed and provided pursuant to Special Conditions Nos. (42) and (55)(e) of Land Grant.\*


按批地文件特別條件第(42)條及(55)(e)條已興建並供或擬興建並供公眾使用以出入港鐵站及該地段外面的地面公共行人路的行人通道。\*

 Pedestrian linkage for public access to and from the Mass Transit Railway Station constructed and provided pursuant to Special Condition No. (42) of Land Grant.\*


按批地文件特別條件第(42)條已興建並供公眾使用出入港鐵站的行人通道。\*

 Vehicular Road System for public use constructed and provided pursuant to Special Condition Nos. (42) and (52)(a) of Land Grant.#


按批地文件特別條件第(42)條及(52)(a)條已興建並供公眾使用的車輛道路系統。#

 Pedestrian linkage managed, operated or maintained at the expense of the residential properties in Kowloon Station Development (including the Phase) for public access to and from the Mass Transit Railway Station and the public pavement at ground level outside the lot pursuant to Special Conditions Nos. (42) and (55)(e) of Land Grant.


按批地文件特別條件第(42)條及(55)(e)條由九龍站發展項目(包括「期數」)中的住宅物業的擁有人出資管理、營運或維持以供公眾使用以出入港鐵站及該地段外面的地面公共行人路的行人通道。

 Pedestrian linkage managed, operated or maintained at the expense of the residential properties in Kowloon Station Development (including the Phase) for public access to and from the Mass Transit Railway Station pursuant to Special Condition No. (42) of Land Grant.

按批地文件特別條件第(42)條由九龍站發展項目(包括「期數」)中的住宅物業的擁有人出資管理、營運或維持以供公眾使用以出入港鐵站的行人通道。

 Carparks for the use by the public using or visiting the railway station constructed and provided pursuant to Special Condition (33)(a) of the Land Grant▲

按批地文件特別條件第(33)(a)條已興建並提供以供使用或到訪鐵路站的公眾使用的停車場▲

 Footbridge Associated Structures constructed and provided or to be constructed and provided for public use and managed, operated or maintained at the expense of the owners of residential properties in Kowloon Station Development (including the Phase) pursuant to Special Condition No. (55)(a) of Land Grant

按批地文件特別條件第(55)(a)條已興建並供或擬興建並供公眾使用的及由九龍站發展項目(包括「期數」)的住宅物業的擁有人出資管理、營運或維持的行人天橋相關構築物

Remarks:  
THESE ARE NOT-TO-SCALE DRAWINGS THAT ARE PURELY FOR THE PURPOSE OF SHOWING THE LOCATIONS OF THE PUBLIC FACILITIES MENTIONED IN THE LEGEND. FOR THE CURRENT LAYOUT AND CONDITION OF THE FLOORS ON WHICH SUCH FACILITIES LOCATE, PLEASE REFER TO THE LATEST GENERAL BUILDING PLANS THAT ARE APPROVED BY BUILDINGS DEPARTMENT FROM TIME TO TIME.

備註：  
此圖非按實際比例。此圖純粹用作顯示圖例中公共設施之位置。就該等設施所處樓層現時之布局及狀況，請參考最新的經屋宇署不時批准的建築圖則。

\* Pedestrian linkage within the Mass Transit Railway Station has not been shown in the drawings due to impracticability to do so.  
\* 因非切實可行於圖上顯示之關係，此圖並無顯示港鐵站內行人通道。

# Pedestrian Road System for public use constructed pursuant to Special Condition No. (52)(a) of Land Grant has not been shown on the drawing due to impracticability to do so. The Vehicular Road System shown coloured yellow in the drawings is within Site M of Kowloon Inland Lot No. 11080 and managed by MTR Corporation Limited under the Mass Transit Railway (Transport Interchange) Bylaw.

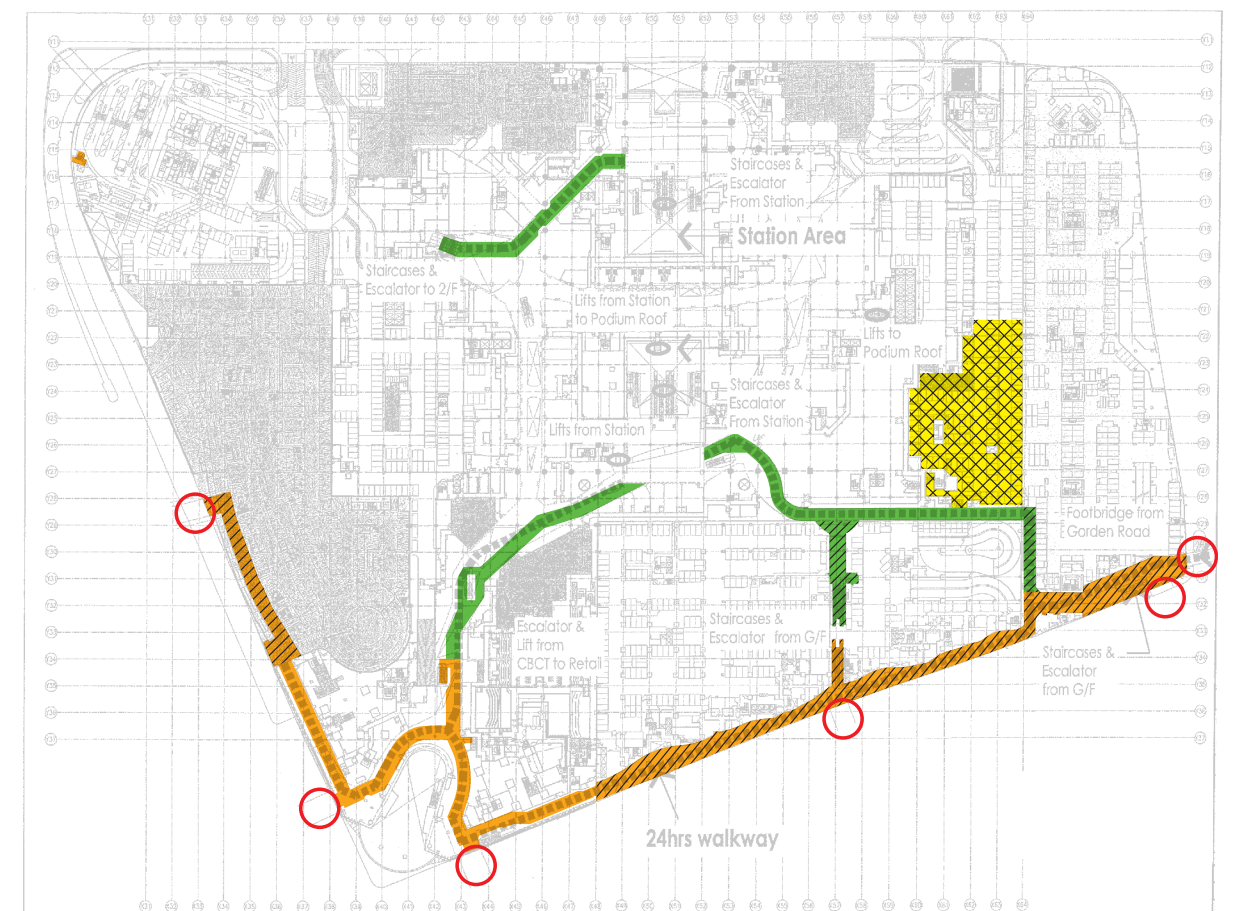
# 因非切實可行於圖上顯示之關係，此圖並無顯示按批地文件特別條件第(52)(a)條所興建並供公眾使用的行人道路系統。於圖上以黃色顯示的車輛道路系統位於九龍內地段第11080號之「地盤M」內及是由香港鐵路有限公司根據《香港鐵路(運輸交匯處)附例》所管理。

▲ The carparks as shown in the drawings are within Site M of Kowloon Inland Lot No. 11080 and managed by MTR Corporation Limited under the Mass Transit Railway (Transport Interchange) Bylaw.

▲ 於圖上顯示的停車場位於九龍內地段第11080號之「地盤M」之內及由香港鐵路有限公司根據《香港鐵路(運輸交匯處)附例》所管理。



Ground Floor 地下




First Floor 一樓




# Information on public facilities and public open spaces


公共設施及公眾休憩用地的資料

 Pedestrian linkage for public access to and from the Mass Transit Railway Station and the public pavement at ground level outside the lot constructed and provided or to be constructed and provided pursuant to Special Conditions Nos. (42) and (55)(e) of Land Grant.\*

按批地文件特別條件第(42)條及(55)(e)條已興建並供或擬興建並供公眾使用以出入港鐵站及該地段外面的地面公共行人路的行人通道。\*

 Pedestrian linkage for public access to and from the Mass Transit Railway Station constructed and provided pursuant to Special Condition No. (42) of Land Grant.\*

按批地文件特別條件第(42)條已興建並供公眾使用出入港鐵站的行人通道。\*

 Footbridge Associated Structures constructed and provided or to be constructed and provided for public use and managed, operated or maintained at the expense of the owners of residential properties in Kowloon Station Development (including the Phase) pursuant to Special Condition No. (55)(a) of Land Grant

按批地文件特別條件第(55)(a)條已興建並供或擬興建並供公眾使用的及由九龍站發展的項目(包括「期數」)住宅物業的擁有人出資管理、營運或維持的行人天橋相關構築物



Second Floor 二樓

## Remarks:

THESE ARE NOT-TO-SCALE DRAWINGS THAT ARE PURELY FOR THE PURPOSE OF SHOWING THE LOCATIONS OF THE PUBLIC FACILITIES MENTIONED IN THE LEGEND. FOR THE CURRENT LAYOUT AND CONDITION OF THE FLOORS ON WHICH SUCH FACILITIES LOCATE, PLEASE REFER TO THE LATEST GENERAL BUILDING PLANS THAT ARE APPROVED BY BUILDINGS DEPARTMENT FROM TIME TO TIME.

## 備註：

此圖非按實際比例。此圖純粹用作顯示圖例中公共設施之位置。就該等設施所處樓層現時之布局及狀況，請參考最新的經屋宇署不時批准的建築圖則。

\* Pedestrian linkage within the Mass Transit Railway Station has not been shown in the drawings due to impracticability to do so.

\* 因非切實可行於圖上顯示之關係，此圖並無顯示港鐵站內行人通道。



# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

## Green Area, Western Elevated Road and Movement Joint Box

綠色區域，西邊高架路及活動接縫口

 Green Area (Green)  
綠色區域 (綠色)

 Western Elevated Road and Movement Joint Box (Pink hatched black)  
西邊高架路及活動接縫口 (粉紅色黑斜線)

### Remarks:

The plan is for showing the locations of Green Area, Western Elevated Road and Movement Joint Box only. Other matters shown in the plan may not reflect their latest conditions.

### 備註:

本圖僅作顯示綠色區域，西邊高架路及活動接縫口之位置，圖中所示之其他事項未必能反映其最新狀況。

SITE FOR  
K.I.L. No. 11080

FORM	PLAN SUFFIX
PROPOSAL	P
FORM FG	F
ENGINEERING CONDITIONS	E
LAND CONFERENCE	C
DIMENSIONED PLAN	D
FINAL CONDITIONS (dimensioned) OF	
SALE PLAN	SP
GRANT PLAN	G
SETTING OUT PLAN	SO
DIMENSIONED ALLOCATION PLAN	DA
ALLOCATION PLAN	A

Point	CO-ORDINATES (MAY ORIGIN - 1985 ADJUST.)
AD	81865.13 834687.06
AE	81866.24 834706.27
AF	818649.07 834750.03
AG	818638.35 834792.59
AH	818623.29 834862.79
AJ	818621.88 834867.74
AK	818612.89 834893.71
AL	818608.50 834898.88
AM	818580.28 834896.88
AN	818523.36 834895.42
AO	818426.35 834891.54
AP	818404.76 834889.92
AQ	818228.08 834887.71
AR	818221.13 834883.03
AS	818216.59 834813.06
AT	818213.12 834817.65
AU	818212.37 834592.85
AV	818212.24 834531.66
AW	818213.99 834541.71
AX	818221.90 834521.63
AY	818229.47 834506.83
AZ	818598.54 834642.14
BA	818824.76 834654.68
BB	818850.12 834667.71



FIELD BOOK	DIM. PLAN	DF	SET. OUT
COMP. FIELDER	WAIYI	WAIYI	
TECH. OFFICER	LEE T.K.	LEE T.K.	
DATE	14/06/96	14/06/96	
PLAN No.	NA1167-DF	NA1167-DF	

NEW AIRPORT SECTION  
LANDS DEPARTMENT



Seal of Mass Transit Railway Corporation and Signature(s) of its Chief Officer(s)  
Seal of the Commissioner

Chief Estate Surveyor/New Airport (W/200)  
Date: 8. 8. 1996




# Information on public facilities and public open spaces

公共設施及公眾休憩用地的資料

Spaces for the Parking of Coaches

旅遊巴士車位

 Spaces for the Parking of Coaches  
旅遊巴士車位

Remarks:

The plan is for showing the locations of Spaces for the Parking of Coaches only. Other matters shown in the plan may not reflect their latest conditions.

備註：

本圖僅作顯示旅遊巴士車位之位置，圖中所示之其他事項未必能反映其最新狀況。





## Warning to purchasers

### 對買方的警告

- (a) The purchaser is recommended to instruct a separate firm of solicitors (other than that acting for the owner) to act for the purchaser in relation to the transaction.
  - (b) If the purchaser instructs such separate firm of solicitors to act for the purchaser in relation to the transaction, that firm will be able to give independent advice to the purchaser.
  - (c) If the purchaser instructs the firm of solicitors acting for the owner to act for the purchaser as well, and a conflict of interest arises between the owner and the purchaser:-
    - (i) that firm may not be able to protect the purchaser's interests; and
    - (ii) the purchaser may have to instruct a separate firm of solicitors; and
    - (iii) in the case of paragraph (c)(ii), the total solicitors' fees payable by the purchaser may be higher than the fees that would have been payable if the purchaser had instructed a separate firm of solicitors in the first place.
- (a) 現建議買方聘用一間獨立的律師事務所(代表擁有人行事者除外)，以在交易中代表買方行事。
  - (b) 如買方聘用上述的獨立的律師事務所，以在交易中代表買方行事，該律師事務所將會能夠向買方提供獨立意見。
  - (c) 如買方聘用代表擁有人行事的律師事務所同時代表買方行事，而擁有人與買方之間出現利益衝突：-
    - (i) 該律師事務所可能不能夠保障買方的利益；及
    - (ii) 買方可能要聘用一間獨立的律師事務所；及
    - (iii) 如屬(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。



# Cross-section plan of building in the Phase

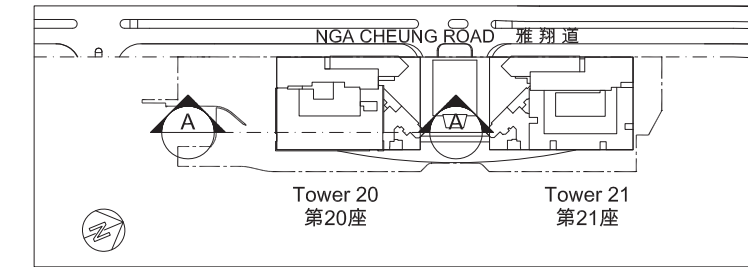
期數中的建築物的橫截面圖

1. The part of Emergency Vehicular Access adjacent to the building is 29.000 metres above Hong Kong Principal Datum.
2. The part of Drop-off area adjacent to the building is 13.895 metres above Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.

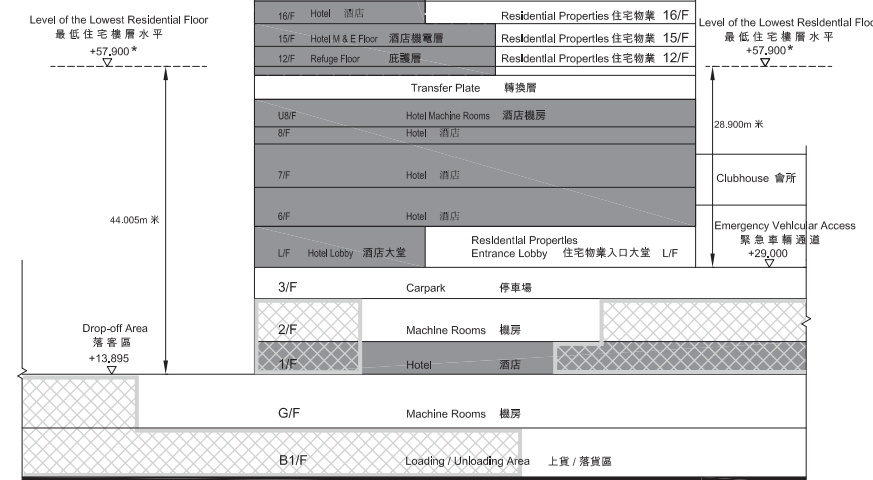
1. 毗鄰建築物的緊急車路一段為香港主水平基準以上 29.000 米。
2. 毗鄰建築物的落客位置一段為香港主水平基準以上 13.895 米。
3. 虛線為最低住宅樓層水平。

Tower 20 第20座

TOP ROOF	頂層天台	
ROOF	天台	Residential Properties 住宅物業
92/F		Residential Properties 住宅物業
91/F		Residential Properties 住宅物業
90/F		Residential Properties 住宅物業
89/F		Residential Properties 住宅物業
88/F		Residential Properties 住宅物業
87/F		Residential Properties 住宅物業
86/F		Residential Properties 住宅物業
85/F		Residential Properties 住宅物業
83/F		Residential Properties 住宅物業
82/F		Residential Properties 住宅物業
81/F		Residential Properties 住宅物業
80/F		Residential Properties 住宅物業
79/F		Residential Properties 住宅物業
78/F	Machine Rooms 機房	Residential Properties 住宅物業
77/F	Machine Rooms 機房	Residential Properties 住宅物業
76/F	Hotel 酒店	Residential Properties 住宅物業
75/F	Hotel 酒店	Residential Properties 住宅物業
73/F	Hotel 酒店	Residential Properties 住宅物業
72/F	Hotel 酒店	Residential Properties 住宅物業
71/F	Hotel 酒店	Residential Properties 住宅物業
70/F	Hotel 酒店	Residential Properties 住宅物業
69/F	Hotel 酒店	Residential Properties 住宅物業
68/F	Hotel 酒店	Residential Properties 住宅物業
67/F	Hotel 酒店	Residential Properties 住宅物業
66/F	M & E Floor 機電層	
65/F	Refuge Floor 庇護層	
63/F	Hotel 酒店	
62/F	Hotel 酒店	
61/F	Hotel 酒店	
60/F	Hotel 酒店	
59/F	Hotel 酒店	
57/F	Hotel 酒店	
56/F	Hotel 酒店	
55/F	Hotel 酒店	
52/F	Hotel 酒店	
51/F	Hotel 酒店	
50/F	Hotel 酒店	
49/F	M & E Floor 機電層	
39/F	Refuge Floor 庇護層	
38/F	Hotel 酒店	Residential Properties 住宅物業 38/F
37/F	Hotel 酒店	Residential Properties 住宅物業 37/F
36/F	Hotel 酒店	Residential Properties 住宅物業 36/F
35/F	Hotel 酒店	Residential Properties 住宅物業 35/F
33/F	Hotel 酒店	Residential Properties 住宅物業 33/F
32/F	Hotel 酒店	Residential Properties 住宅物業 32/F
31/F	Hotel 酒店	Residential Properties 住宅物業 31/F
30/F	Hotel 酒店	Residential Properties 住宅物業 30/F
29/F	Hotel 酒店	Residential Properties 住宅物業 29/F
28/F	Hotel 酒店	Residential Properties 住宅物業 28/F
27/F	Hotel 酒店	Residential Properties 住宅物業 27/F
26/F	Hotel 酒店	Residential Properties 住宅物業 26/F
25/F	Hotel 酒店	Residential Properties 住宅物業 25/F
23/F	Hotel 酒店	Residential Properties 住宅物業 23/F
22/F	Hotel 酒店	Residential Properties 住宅物業 22/F
21/F	Hotel 酒店	Residential Properties 住宅物業 21/F
20/F	Hotel 酒店	Residential Properties 住宅物業 20/F
19/F	Hotel 酒店	Residential Properties 住宅物業 19/F
18/F	Hotel 酒店	Residential Properties 住宅物業 18/F
17/F	Hotel 酒店	Residential Properties 住宅物業 17/F
16/F	Hotel 酒店	Residential Properties 住宅物業 16/F
15/F	Hotel M & E Floor 酒店機電層	Residential Properties 住宅物業 15/F
12/F	Refuge Floor 庇護層	Residential Properties 住宅物業 12/F
	Transfer Plate 轉換層	
10/F	Hotel Machine Rooms 酒店機房	
8/F	Hotel 酒店	
7/F	Hotel 酒店	
6/F	Hotel 酒店	
4/F	Hotel Lobby 酒店大堂	Residential Properties Entrance Lobby 住宅物業入口大堂
3/F	Carpark 停車場	
2/F	Machine Rooms 機房	
1/F	Hotel 酒店	
G/F	Machine Rooms 機房	
B1/F	Loading / Unloading Area 上貨 / 落貨區	



KEY PLAN 索引圖



Cross-section Plan A-A 橫截面圖 A-A

\* For Tower 20 Zone 2, Flat A of 12/F, the level of the Living and Dining Room and the adjacent Bathroom and Kitchen and Bedroom 1 and the adjoining Bedroom 1 is 57.60 metres above Hong Kong Principal Datum. The level of the adjacent Flat Roof is 56.70 metres above Hong Kong Principal Datum. 第20座第2區12樓A室之客/飯廳及其相連之浴室及廚房及睡房1及其相連之浴室為香港主水平基準以上57.60米。連接該單位之平台為香港主水平基準以上56.70米。

For Tower 20 Zone 2, Flat B of 12/F, the level of the Flat Roof adjacent to the Living and Dining Room is 56.70 metres above Hong Kong Principal Datum and the level of the Flat Roof adjacent to Bedroom 4 is 57.00 metres above Hong Kong Principal Datum. 第20座第2區12樓B室連接客/飯廳之平台為香港主水平基準以上56.70米；連接該單位睡房4之平台為香港主水平基準以上57.00米。

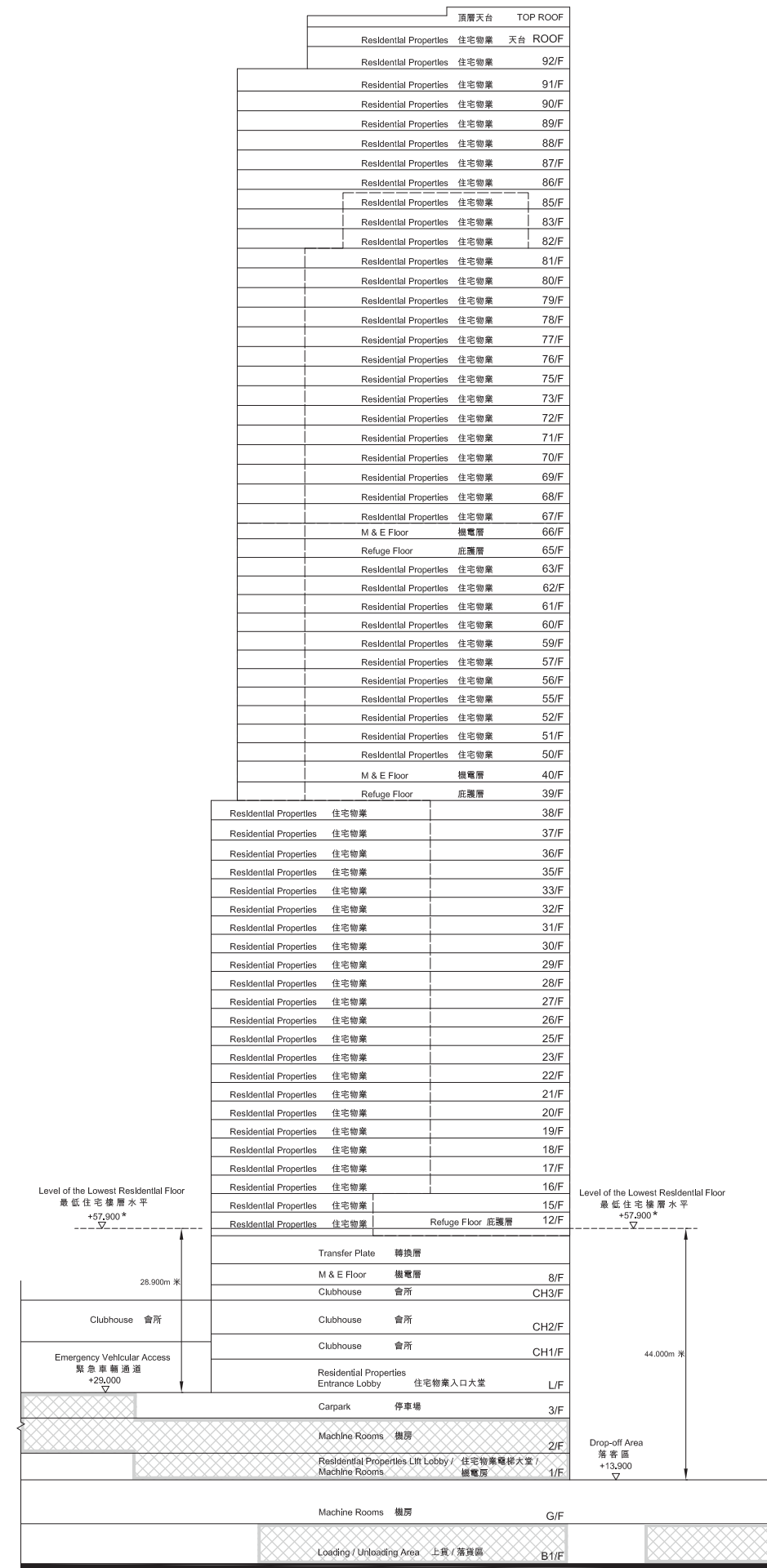
# Cross-section plan of building in the Phase

期數中的建築物的橫截面圖

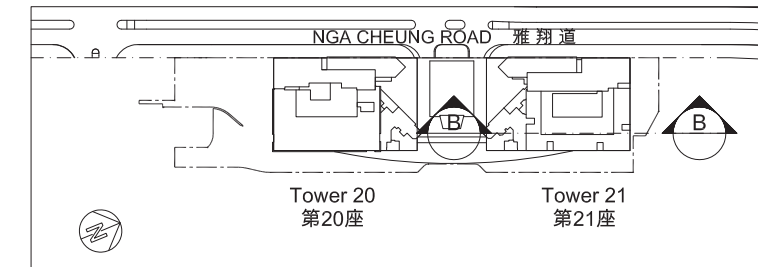
1. The part of Emergency Vehicular Access adjacent to the building is 29.000 metres above Hong Kong Principal Datum.
2. The part of Drop-off area adjacent to the building is 13.900 metres above Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.

1. 毗鄰建築物的緊急車路一段為香港主水平基準以上 29.000 米。
2. 毗鄰建築物的落客位置一段為香港主水平基準以上 13.900 米。
3. 虛線為最低住宅樓層水平。

Tower 21 第21座



Cross-section Plan B-B 橫截面圖 B-B



KEY PLAN 索引圖

\* For Tower 21 Zone 6, Flat A of 12/F, the level of the Living and Dining Room and the adjacent Bathroom and Kitchen and Bedroom 1 and the adjoining Bedroom 1 is 57.60 metres above Hong Kong Principal Datum. The level of the adjacent Flat Roof is 56.70 metres above Hong Kong Principal Datum. 第21座第6區12樓A室之客/飯廳及其相連之浴室及廚房及睡房1及其相連之浴室為香港主水平基準以上57.60米。連接該單位之平台為香港主水平基準以上56.70米。

For Tower 21 Zone 6, Flat B of 12/F, the level of the Flat Roof adjacent to the Living and Dining Room is 56.70 metres above Hong Kong Principal Datum and the level of the Flat Roof adjacent to Bedroom 4 is 57.00 metres above Hong Kong Principal Datum. 第21座第6區12樓B室連接客/飯廳之平台為香港主水平基準以上56.70米；連接該單位睡房4之平台為香港主水平基準以上57.00米。



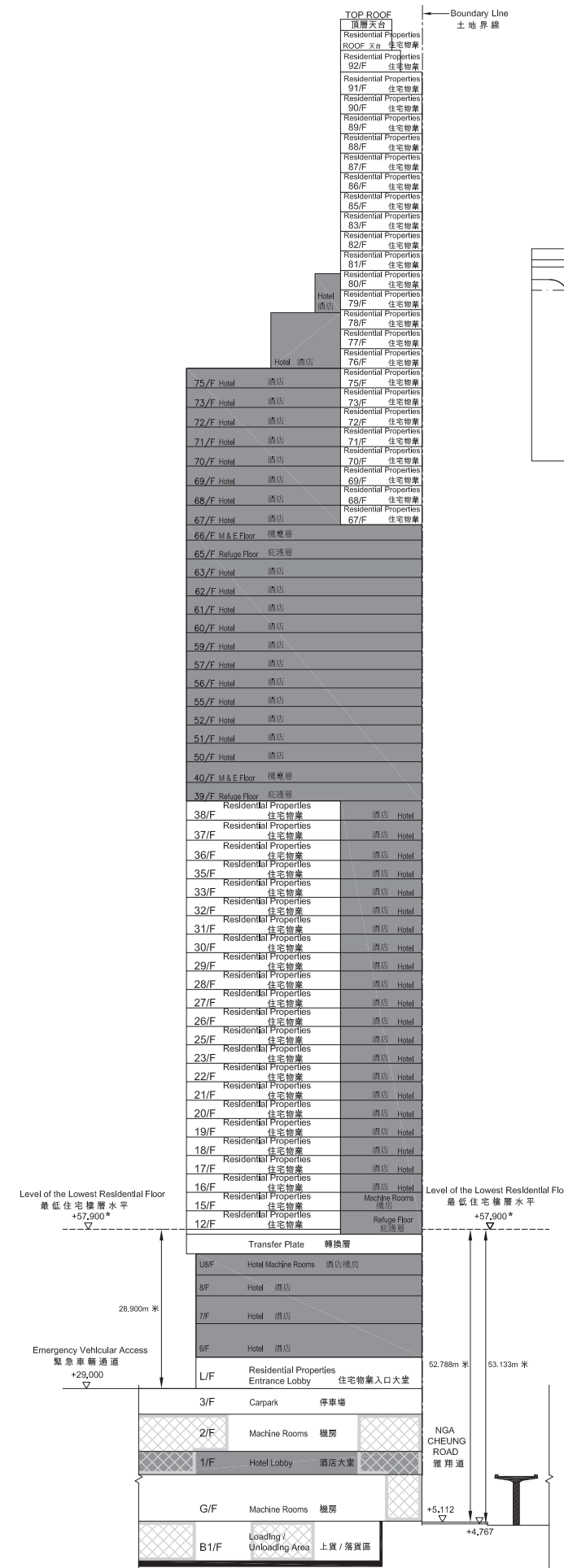
# Cross-section plan of building in the Phase

期數中的建築物的橫截面圖

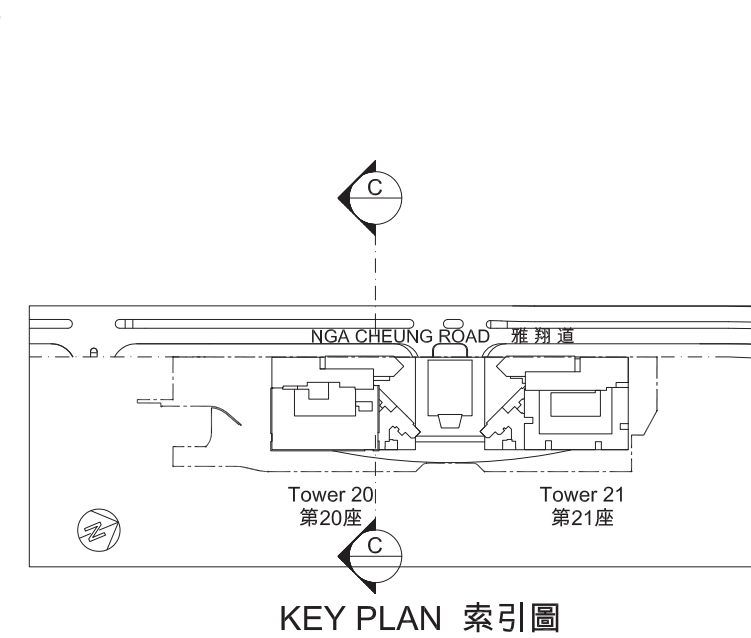
1. The part of Emergency Vehicular Access adjacent to the building is 29.000 metres above Hong Kong Principal Datum.
2. The part of Nga Cheung Road adjacent to the building is 4.767 metres above Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.

1. 毗鄰建築物的緊急車路一段為香港主水平基準以上 29.000 米。
2. 毗鄰建築物的雅翔道一段為香港主水平基準以上 4.767 米至 5.112 米。
3. 虛線為最低住宅樓層水平。

Tower 20 第20座



Cross-section Plan C-C 橫截面圖 C-C



\* For Tower 20 Zone 2, Flat A of 12/F, the level of the Living and Dining Room and the adjacent Bathroom and Kitchen and Bedroom 1 and the adjoining Bedroom 1 is 57.60 metres above Hong Kong Principal Datum. The level of the adjacent Flat Roof is 56.70 metres above Hong Kong Principal Datum. 第20座第2區12樓A室之客/飯廳及其相連之浴室及廚房及睡房1及其相連之浴室為香港主水平基準以上57.60米。連接該單位之平台為香港主水平基準以上56.70米。

For Tower 20 Zone 2, Flat B of 12/F, the level of the Flat Roof adjacent to the Living and Dining Room is 56.70 metres above Hong Kong Principal Datum and the level of the Flat Roof adjacent to Bedroom 4 is 57.00 metres above Hong Kong Principal Datum.

第20座第2區12樓B室連接客/飯廳之平台為香港主水平基準以上56.70米；連接該單位睡房4之平台為香港主水平基準以上57.00米。

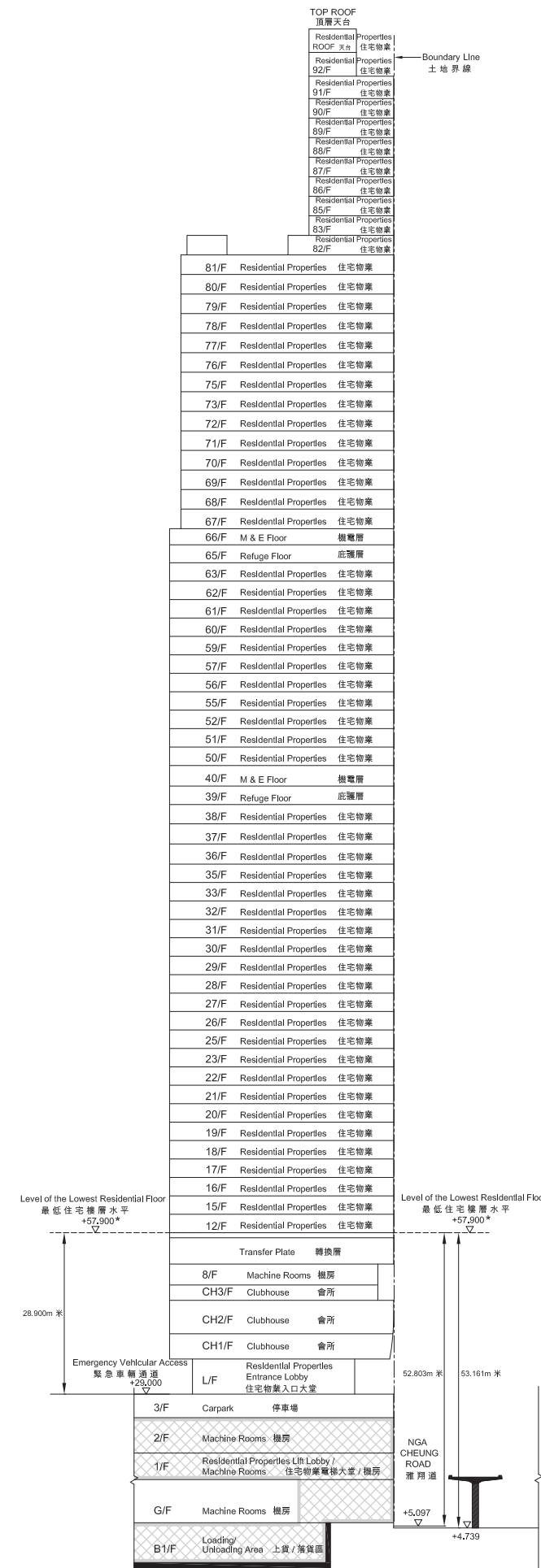
# Cross-section plan of building in the Phase

期數中的建築物的橫截面圖

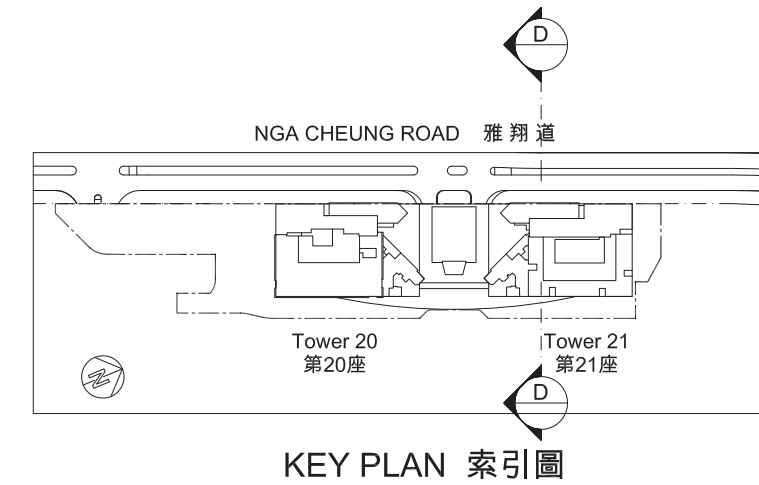
1. The part of Emergency Vehicular Access adjacent to the building is 29.000 metres above Hong Kong Principal Datum.
2. The part of Nga Cheung Road adjacent to the building is 4.739 metres to 5.097 metres above Hong Kong Principal Datum.
3. Dotted line denotes the lowest residential floor.

1. 毗鄰建築物的緊急車路一段為香港主水平基準以上 29.000 米。
2. 毗鄰建築物的雅翔道一段為香港主水平基準以上 4.739 米至 5.097 米。
3. 虛線為最低住宅樓層水平。

Tower 21 第21座



Cross-section Plan D-D 橫截面圖 D-D



\* For Tower 21 Zone 6, Flat A of 12/F, the level of the Living and Dining Room and the adjacent Bathroom and Kitchen and Bedroom 1 and the adjoining Bedroom 1 is 57.60 metres above Hong Kong Principal Datum. The level of the adjacent Flat Roof is 56.70 metres above Hong Kong Principal Datum. 第21座第6區12樓A室之客/飯廳及其相連之浴室及廚房及睡房1及其相連之浴室為香港主水平基準以上57.60米。連接該單位之平台為香港主水平基準以上56.70米。

For Tower 21 Zone 6, Flat B of 12/F, the level of the Flat Roof adjacent to the Living and Dining Room is 56.70 metres above Hong Kong Principal Datum and the level of the Flat Roof adjacent to Bedroom 4 is 57.00 metres above Hong Kong Principal Datum. 第21座第6區12樓B室連接客/飯廳之平台為香港主水平基準以上56.70米；連接該單位睡房4之平台為香港主水平基準以上57.00米。

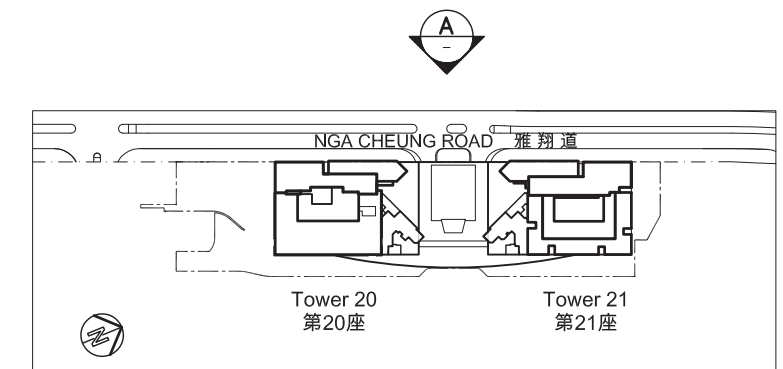
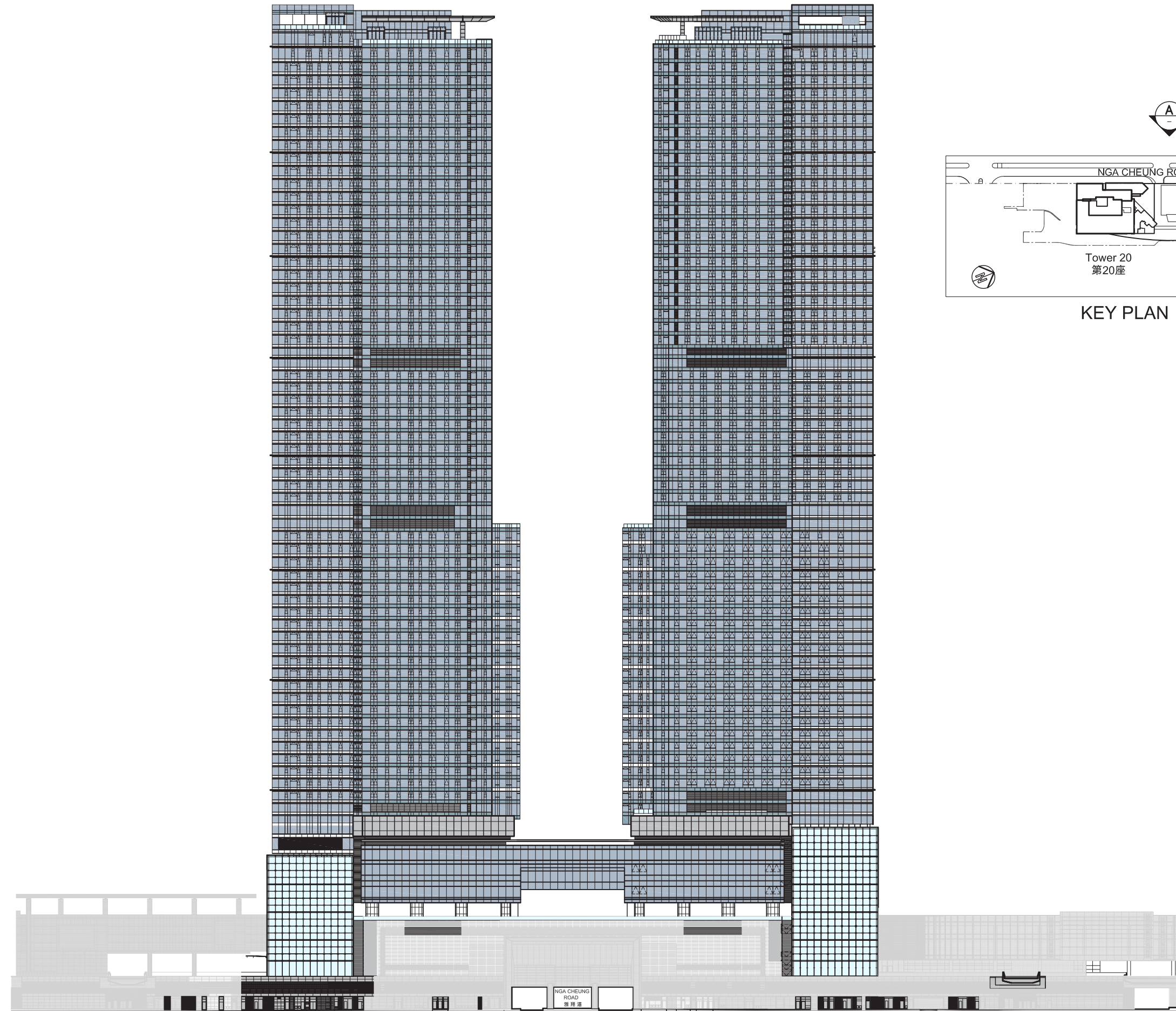


# Elevation plan

立面圖

Tower 21 第21座

Tower 20 第20座



KEY PLAN 索引圖

Authorized person for the Phase has certified that the elevations shown on this plan:-

- (a) are prepared on the basis of the approved building plans for the Phase as of 15 March 2007;
- (b) are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖顯示的立面：

- (a) 以2007年3月15日的情況為準的期數的經批准的建築圖則為基礎擬備；
- (b) 大致上與期數的外觀一致。

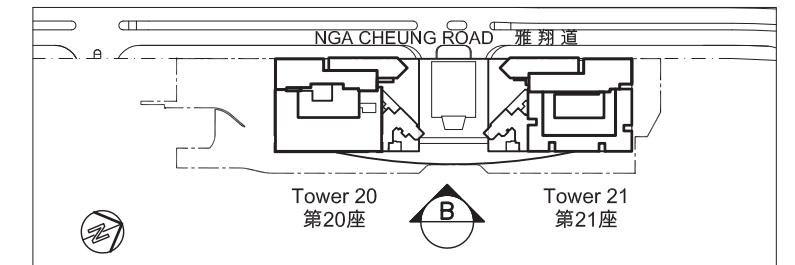
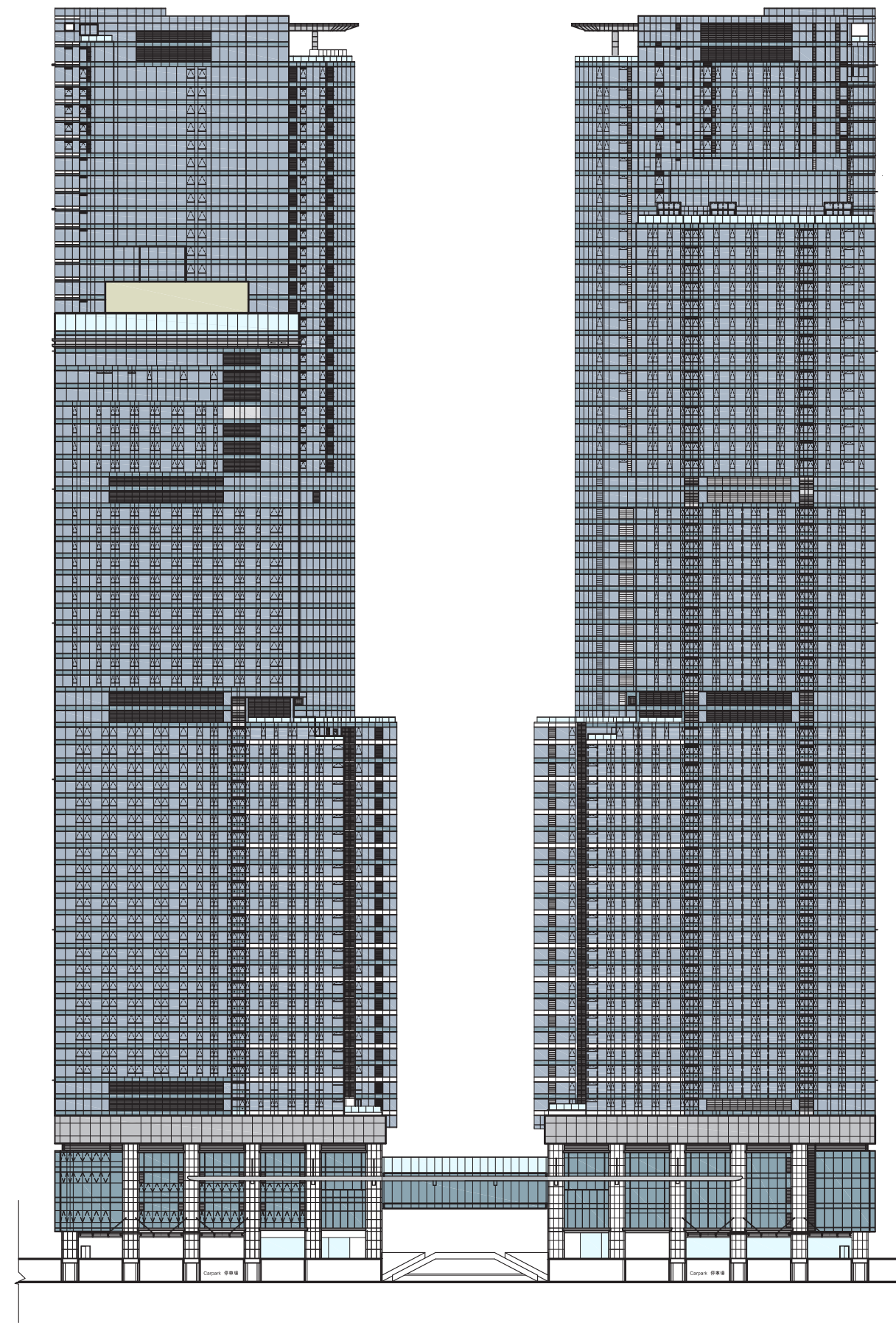
A Elevation 立面圖

# Elevation plan

立面圖

Tower 20 第20座

Tower 21 第21座



KEY PLAN 索引圖

Authorized person for the Phase has certified that the elevations shown on this plan:-

(a) are prepared on the basis of the approved building plans for the Phase as of 15 March 2007;

(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖顯示的立面：

(a) 以2007年3月15日的情況為準的期數的經批准的建築圖則為基礎擬備；

(b) 大致上與期數的外觀一致。

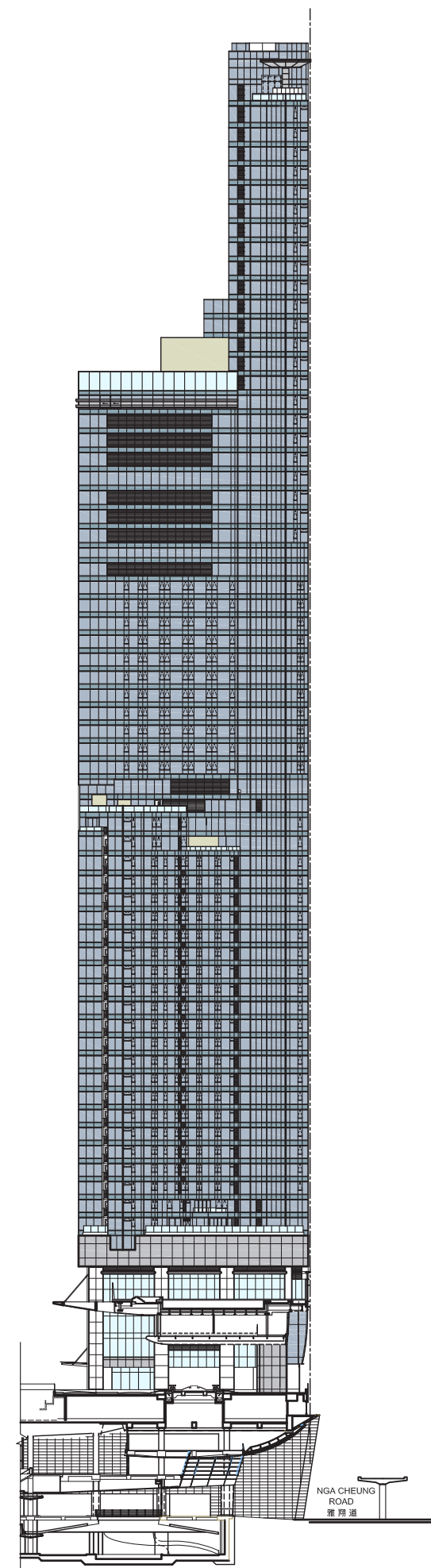
B Elevation 立面圖



# Elevation plan

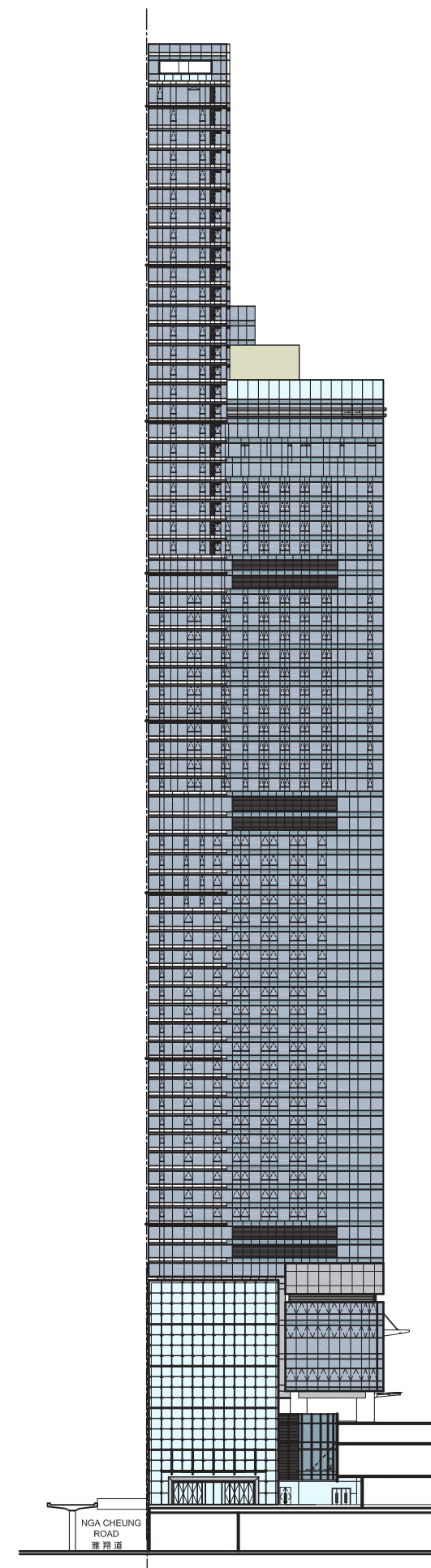
立面圖

Tower 20 第20座

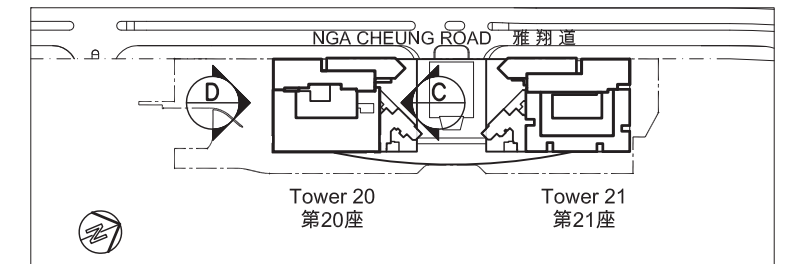


C Elevation 立面圖

Tower 20 第20座



D Elevation 立面圖



KEY PLAN 索引圖

Authorized person for the Phase has certified that the elevations shown on this plan:-

(a) are prepared on the basis of the approved building plans for the Phase as of 15 March 2007;

(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖顯示的立面：

(a) 以2007年3月15日的情況為準的期數的經批准的建築圖則為基礎擬備；

(b) 大致上與期數的外觀一致。

# Elevation plan

立面圖

Authorized person for the Phase has certified that the elevations shown on this plan:-

(a) are prepared on the basis of the approved building plans for the Phase as of 30 November 2007;

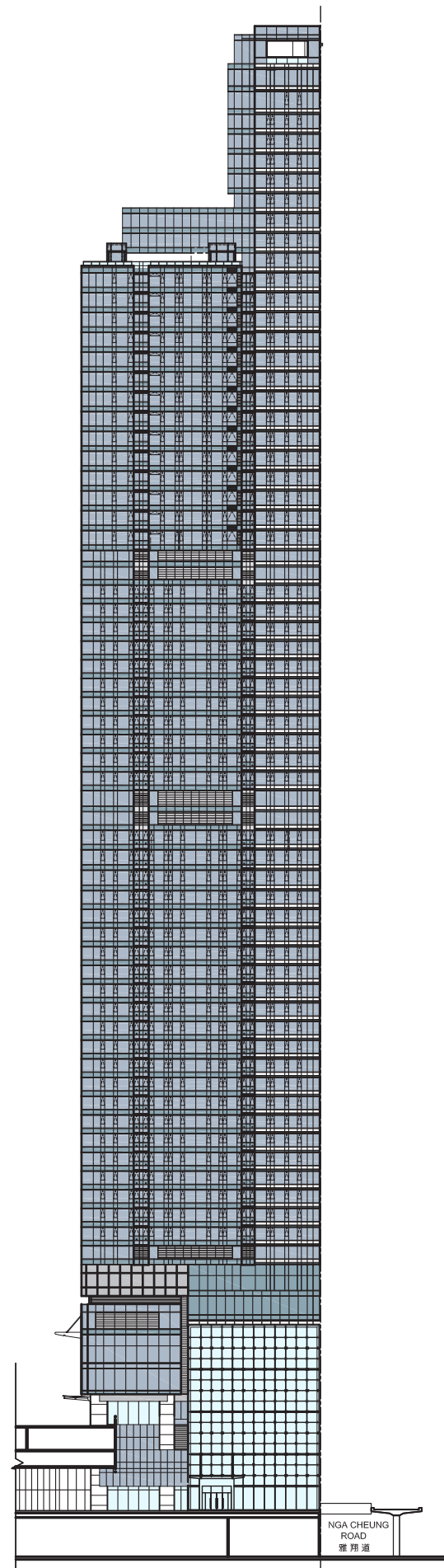
(b) are in general accordance with the outward appearance of the Phase.

期數的認可人士已證明本圖顯示的立面：

(a) 以2007年11月30日的情況為準的期數的經批准的建築圖則為基礎擬備；

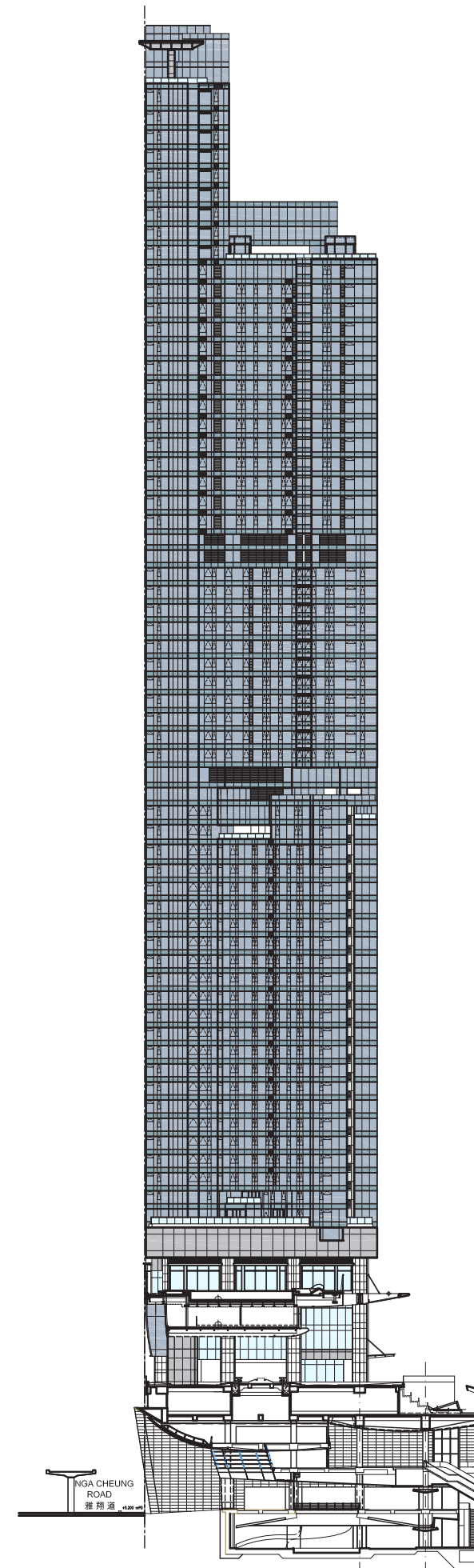
(b) 大致上與期數的外觀一致。

Tower 21 第21座

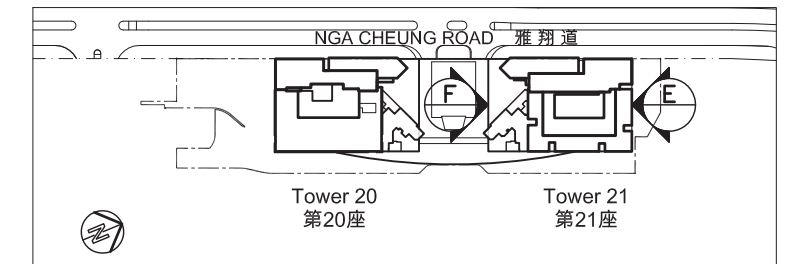


(E) Elevation 立面圖

Tower 21 第21座



(F) Elevation 立面圖



KEY PLAN 索引圖



## Information on common facilities in the Phase

期數中的公用設施的資料

		Area 面積		Total Area 總面積	
		square metre 平方米	square feet 平方呎	square metre 平方米	square feet 平方呎
Resident's clubhouse (including any recreational facilities for residents' use) 住客會所 (包括供住客使用的任何康樂設施)	Covered 有上蓋遮蓋	4681.991	50397	5750.046	61894
	Uncovered 無上蓋遮蓋	1068.055	11497		
Communal garden or play area for residents' use on the roof, or on any floor between the roof and the lowest residential floor, of a building in the Phase (whether known as a communal sky garden or otherwise) 位於期數中的建築物的天台或在天台和最低一層住宅樓層之間的任何一層的、供住客使用的公用花園或遊樂地方 (不論是稱為公用空中花園或有其他名稱)	Covered 有上蓋遮蓋	2701.928	29084	2701.928	29084
	Uncovered 無上蓋遮蓋	-	-		
Communal garden or play area for residents' use below the lowest residential floor of a building in the Phase (whether known as a covered and landscaped play area or otherwise) 位於期數中的建築物的最低一層住宅樓層以下的、供住客使用的公用花園或遊樂地方 (不論是稱為有蓋及園景的遊樂場或有其他名稱)	Covered 有上蓋遮蓋	-	-	-	-
	Uncovered 無上蓋遮蓋	-	-		

Remarks 備註：

Area in square metres are converted into square feet at a rate of 1 square metre = 10.764 square feet and rounded off to the nearest integer.

以平方米列出的面積以1平方米=10.764 平方呎換算至平方呎，並四捨五入至整數。

# Inspection of plans and deed of mutual covenant

## 閱覽圖則及公契

1. A copy of the outline zoning plan relating to the Development is available at [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk).
2. (a) A copy of the following is available for inspection at the place at which the residential property of the Phase is offered to be sold - every deed of mutual covenant in respect of the residential property that has been executed.  
(b) The inspection is free of charge.

1. 備有關乎本發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 [www.ozp.tpb.gov.hk](http://www.ozp.tpb.gov.hk)。
2. (a) 以下文件的文本存放在期數的住宅物業的售樓處，以供閱覽－住宅物業每一已簽立的公契。  
(b) 無須為閱覽付費。