17 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. Yellow Area

Under Special Condition No.(7) of the Land Grant, the Grantee shall landscape, lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director of Lands (**"the Director"**) shall approve the area shown coloured yellow on Plan I annexed to the Land Grant (**"the Yellow Area"**).

Relevant Provisions of the Land Grant:

Special Condition No.(7)(d):

Upon development or redevelopment of the lot, the Grantee shall at his own expense landscape the lot and the Yellow Area in accordance with the Conceptual Submission (as defined in Special Condition No.(7)(a)) and the Detailed Submission (as defined in Special Condition No.(7)(a)) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director.

Special Condition No.(7)(e):

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

Special Condition No.(7)(f)(i):

The Grantee shall within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area (as hereinafter defined in sub-clause (l) of this Special Condition) or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and drain in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) the Yellow Area.

Special Condition No.(52)(a)(ii):

The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:

such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (**"the Public Open Space"**) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director's decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Outside Area" in Section B of the Principal Deed of Mutual Covenant and Management Agreement dated 16th June 2009 and registered in the Land Registry by Memorial No.09062303030203 (**"the PDMC"**):

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Yellow Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

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

Under Special Condition No.(8) of the Land Grant, the Grantee shall:

- carry out and construct future road junction improvement works and associated works within the Green Area;

- lay, form, provide and construct that portion of future public road within the Green Stippled Black Area in such manner, with such installations, structures and materials, to such standard, levels, alignment, widths and design as the Director may require or approve;

- lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director shall approve those portions of public roads within the Green Hatched Black Area and the Green Cross-hatched Black Area;

- surface, kerb and channel the Green Hatched Black Stippled Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve; and

- surface, kerb and channel the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require.

Relevant Provisions of the Land Grant:

Special Condition No.(8)(b):
The Grantee shall at his own expense and in all respects to the satisfaction of the Director:

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

(I) on or before the 30th day of September, 2022 or such other date or dates as may be determined by the Director, lay, form, provide and construct that portion of future public road shown coloured green stippled black on Plan I (hereinafter referred to as **"the Green Stippled Black Area"**) in such manner, with such installations, structures and materials, to such standard, levels, alignment, widths and design as the Director may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, pedestrian subway, viaducts, flyovers, pavements or such other structures) so that vehicular traffic may be carried thereon; and

(II) on or before the 30th day of June, 2016 or such other date or dates as may be determined by the Director, carry out and construct those future road junction improvement works and associated works within the areas shown coloured green on Plan I (hereinafter referred to as **"the Green Area"**) in accordance with the Technical Schedules annexed hereto;

(ii) on or before the 30th day of September, 2022 or such other date or dates as may be determined by the Director, surface, kerb and channel that portion of future public road shown coloured green hatched black stippled black on Plan I (hereinafter referred to as **"the Green Hatch Black Stippled Black Area"**) and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture, road markings and associated engineering works and traffic diversions as the Director may require and approve so that vehicular traffic may be carried thereon;

(iii) on or before the 30th day of June, 2012 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, ramps, pavements, cycle tracks or such other subway modification structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green hatched black on Plan I (hereinafter referred to as **"the Green Hatched Black Area"**) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the formation of the Green Hatched Black Area and if such requirement is not necessary, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1st day of February, 2003. The Grantee shall have no right or claim to compensation against Government whatsoever including any costs or expenses incurred in connection with fulfilment of this obligation as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

(iv) on or before the 31st day of December, 2020 or such other date as may be determined by the Director lay, form, provide and construct in such manner, with such materials and to such standards, levels, alignment and design as the Director shall approve, (including the provision and construction of such over-passes, under-passes, pavements, cycle tracks or such other structures as the Director in his absolute discretion may require, so that building, vehicular and pedestrian traffic may be carried thereon) that portion of future public road shown coloured green cross-hatched black on Plan I (hereinafter referred to as **"the Green Cross-hatched Black Area"**);

(v) surface, kerb and channel the Green Area, the Green Hatched Black Area and the Green Cross-hatched Black Area and provide the same with such gullies, sewers, drains, fire hydrants with pipes connected to water mains, street lights, traffic signs, street furniture and road markings as the Director may require within the respective prescribed period stated in sub-clauses (b)(i), (b)(ii), (b)(iii) and (b)(iv) of this Special Condition.

Special Condition No.(9):

(a) For the purpose only of carrying out the necessary works specified in Special Condition No.(8) hereof, the Grantee shall on the date or dates to be specified in a letter or letters from the Director to the Grantee be granted possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area. The Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof shall be deemed to be re-delivered to the Government upon issuance of a letter or letters from the Director to the Grantee certifying the works specified in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof have been completed and upon the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area forming part or parts of the public roads. The Grantee shall at all reasonable times while he is in possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area allow free access over and along the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area for all Government and public vehicular and pedestrian traffic;

(c) (i) The Grantee shall indemnify and keep indemnified the Government from and against all claims, costs, charges or damages arising out of any defects (whether in workmanship, materials design or otherwise) in respect of the public roads referred to in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof occurring within a period of 365 days from the date or respective dates of re-delivery to the Government by the Grantee of possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area and or any part or parts thereof under sub-clause (a) of this Special Condition (hereinafter referred to as **"the Public Roads Defects Liability period"**). For the purpose of this sub-clause the determination by the Director on whether there is a defect shall be final and binding on the Grantee;

(ii) The Grantee shall at his own expense within such time as may be specified by the Director in a letter to the Grantee execute all such works of repair, amendment, re-construction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring during the Public Roads Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any interruption to the use and operation of the public roads.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Outside Area" and "Non-Station Development Common Areas" in Section B of the PDMC:
"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government

Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

3. **Government Accommodation**

Under Special Condition No.(17)(a) of the Land Grant, the Grantee shall erect, construct and provide within the lot, in a good workmanlike manner the Government Accommodation which includes one public transport interchange, one centre for community care and support services for the elderly, one supported hostel for mentally or physically handicapped persons, one community hall together with 5 parking spaces and 1 bus bay, one integrated children and youth services centre, one early education and training centre, one public toilet, a minimum of three school premises (or such other number as may be approved by the Director) comprising 3 primary schools and 2 secondary schools (or such other lesser number as may be determined by the Director) and one soccer pitch.

Relevant provisions of the Land Grant:

Special Condition No.(17)(a):

The Grantee shall at his own expense and in all respects to the satisfaction of the Director erect, construct and provide within the lot, in a good workmanlike manner and in accordance with these Conditions, the Technical Schedules annexed hereto (hereinafter referred to as **"the Technical Schedules"**) and the plans approved under Special Condition No.(18)(a) hereof, the following accommodations, such accommodations to be constructed within Any of the Sites are to be completed and made fit for occupation and operation on or before the expiry date of six calendar months from the date or dates of issuing by the Building Authority of an Occupation Permit or a Temporary Occupation Permit (excluding any Temporary Occupation Permit for any sales office referred to in Special Condition No.(42) hereof) (hereinafter referred to as **"the Completion Date"**) of Any of the Sites or part of Any of the Sites on which such accommodation is located or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee):

(i) one public transport interchange on ground level comprising one bus terminus with four bus bays, eight bus stacking bays, two public light bus bays, one taxi bay, two general loading and unloading bays (hereinafter referred to as **"the Permanent PTI"**) constructed or to be constructed adjacent to the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) within Site M2, with access connecting with public roads to be completed and made fit for occupation and operation on or before the commencement of operation of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31) (a)(ii) hereof) within Site M2 or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) and in the event of any delay in the completion and operation of the Permanent PTI, the Grantee shall on a date to be determined by the Director at his own expense erect, construct, provide and maintain the Temporary PTI (as hereinafter defined in Special Condition No.(30) hereof) for use until such time as the Permanent PTI is completed and made fit for occupation and operation to the satisfaction of the Director;

(ii) (i) one centre for community care and support services for the elderly (hereinafter referred to as **"the Centre for Community Care and Support Services for the Elderly"**) with a net operational floor area of not less than 303 square metres;

(ii) (A) a total of 2 spaces for the parking of motor vehicles licensed under the Road Traffic Ordinance, any regulations made thereunder and any amending legislation, and to be located in close proximity to the Centre for Community Care and Support Services for the Elderly. Each of the spaces so provided shall have a minimum measurement of 3.0 metres in width and 8.0 metres in length with a minimum headroom of 3.3 metres; and

(B) 1 bay for loading and unloading to be used by occupiers of the Centre for Community Care and Support Services for the Elderly having a minimum measurement of 3.0 metres in width and 9.0 metres in length with a minimum headroom of 3.8 metres in close proximity to the Centre for Community Care and Support Services for the Elderly.

(iii) the Centre for Community Care and Support Services for the Elderly, the parking spaces and the loading and unloading bay as referred to in sub-clause (a)(ii)(ii) of this Special Condition (hereinafter collectively referred to as **"the Centre for Community Care and Support Services for the Elderly Accommodation"**) shall all be completed and made fit for occupation and operation on or before the 30th day of September, 2022 or on the Completion Date in respect of Any of the Sites on which the Centre for Community Care and Support Services for the Elderly Accommodation is located, whichever is the earlier or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Centre for Community Care and Support Services for the Elderly Accommodation and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director to the Grantee which said notification shall be issued by the Director on or before:

(I) whichever is the earlier of the following:

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

(B) whichever is the later of the following:

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

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

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

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

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

(I) whichever is the earlier of the following:

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

(B) whichever is the later of the following:

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

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

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

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

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

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

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

(III) the Community Hall, the parking spaces and the bus bay as referred to in sub-clause (a)(v)(II) of this Special Condition (hereinafter collectively referred to as **"the Community Hall Accommodation"**) shall all be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee);

(vi) one integrated children and youth services centre (hereinafter referred to as **"the Integrated Children and Youth Services Centre"**) with a net operational floor area of not less than 631 square metres to be completed and made fit for occupation and operation on the Completion Date in respect of Site F or such other date as may be determined by the Director at his absolute discretion (whose determination shall be final and binding on the Grantee) PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Integrated Children and Youth Services Centre and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 1st day of February, 2004. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Integrated Children and Youth Services Centre or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause;

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

(I) whichever is the earlier of the following:

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

(B) whichever is the later of the following:

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

(2) within 3 calendar months from the date of the Director's approval to a variation of the boundaries of the Site within which the Early Education and Training Centre is located pursuant to Special Condition No.(3)(b) hereof; or

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

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

(ix) one public toilet (hereinafter referred to as **"the Public Toilet"**) on the ground floor of the building or buildings erected or to be erected in close proximity to the Permanent PTI with a net operational floor area of not less than 70 square metres to be completed and made fit for occupation and operation on or before the commencement of operation of the Permanent PTI;

(x) a minimum of three school premises (or such other number as may be approved by the Director) comprising three primary schools and two secondary schools or such other lesser number as may be determined by the Director at his absolute discretion at such levels and positions as may be required by the Director to be completed and made fit for occupation and operation on or before the 31st day of December, 2023 or such other date or dates as determined by the Director at his absolute discretion. Each of the primary school shall have a minimum site area of 6,200 square metres (hereinafter collectively referred to as **"the Primary Schools"**) and each of the secondary school shall have a minimum site area of 6,950 square metres (hereinafter collectively referred to as **"the Secondary Schools"**) PROVIDED THAT any of the Primary Schools and any of the Secondary Schools may have a smaller site area subject to the prior written approval of the Secretary for Education and the Director of Architectural Services. The Primary Schools and the Secondary Schools shall each be of a standard school design prevailing from time to time as may be determined by the Director at his absolute discretion and shall be provided and constructed by the Grantee to the standard and specification as set out in the Technical Schedules or to such design and specification as are applicable to a standard school design prevailing from time to time as shall be approved in writing by the Secretary for Education and the Director of Architectural Services and in compliance with such terms and conditions as the Secretary for Education and the Director of Architectural Services may approve in writing so as to accord with the Education Ordinance and these Conditions and also in accordance with the Approved Building Plans and the plans approved under Special Condition No.(18)(a) hereof PROVIDED ALSO THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Primary Schools and the Secondary Schools or any of them and if the construction or provision of a lesser number of Primary Schools and Secondary Schools is decided by the Director, the Grantee shall not be required to fulfil this obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Primary Schools and the Secondary Schools or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause; and

(xi) one soccer pitch with ancillary facilities in accordance with the standard and specifications as may be approved by the Director at his absolute discretion (hereinafter referred to as **"the Soccer Pitch"**), with a minimum site area of 2,241 square metres or such other site area as may be approved by the Director to be completed and made fit for occupation and operation on or before the 31st day of December, 2023 or such other later date as may be approved by the Director at his absolute discretion PROVIDED THAT the Director shall have the absolute discretion to decide on the requirement of the construction and provision of the Soccer Pitch and if such construction or provision is not required as decided by the Director, the Grantee shall not be required to fulfil this obligation upon written notification to that effect by the Director on or before the 31st day of December, 2019 or such other date or dates as determined by the Director at his absolute discretion. The Grantee shall have no right to compensation whatsoever including any costs or expenses incurred in connection with the construction and provision of the Soccer Pitch or any part thereof as a result of the Director's exercising his discretion in the decision and giving of the notification under this sub-clause.

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

Special Condition No.(17)(d):

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

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Government Accommodation" and "Items" in Section B of the PDMC:

"Government Accommodation" means collectively the Permanent PTI, the Neighbourhood Elderly Centre, the Social Centre for the Elderly, the Community Hall Accommodation, the Integrated Children and Youth Services Centre, the Integrated Family Services Centre, the Day Nursery, the Public Toilet, the Primary Schools and the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(i), (17)(a)(ii), (17)(a)(iii), (17)(a)(v)(III), (17)(a)(vi), (17)(a)(vii), (17)(a)(viii), (17)(a)(ix), (17)(a)(x) and (17)(a)(xi) of the Government Grant each with their respective ancillary accommodation constructed and to be constructed on the Land as part of the Development pursuant to Special Condition (17) of the Government Grant;

"Items" means (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant which shall be maintained by FSI) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs, and any other structural elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, stairways and escalators serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, sewage, drainage, fresh and salt water supply system, plant and equipment

(including but not limited to portable and non portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition (28) of the Government Grant;

Definitions of "Phase XII Government Accommodation" and "Phase XII Items" in Section B of the draft Sub-Deed of Mutual Covenant and Management Agreement in respect of Phase XII ("the SDMC")

"Phase XII Government Accommodation" means, subject to Clause 5 of Section C of this Deed, those parts of the Government Accommodation constructed as part of Phase XII comprising (i) the Centre for Community Care and Support Services for the Elderly Accommodation as defined in Special Condition No.(17)(a)(ii)(iii) of the Government Grant, (ii) the Supported Hostel for Mentally or Physically Handicapped Persons as defined in Special Condition No.(17)(a)(iii) of the Government Grant, (iii) the Early Education and Training Centre as defined in Special Condition No.(17)(a)(vii) of the Government Grant, and shall include areas, facilities, services and installation for the common use or benefit of the Centre for Community Care and Support Services for the Elderly Accommodation and/or the Supported Hostel for Mentally or Physically Handicapped Persons and/or the Early Education and Training Centre exclusively but not other part of Phase XII including, but not limited to, external areas in front of the entrance doors, building services installations (including the associated enclosures) solely serving the Phase XII Government Accommodation and mounted on the external walls thereof, court yard (with perimeter wall around thereof) within the Phase XII Government Accommodation, telecommunication and broadcasting room, gas valve room, master water meter cabinet, sprinkler control valve cabinet, fire services control cabinet, low voltage switch room, water check meter cabinet, extra low voltage duct, transformer room, fan room for transformer, sprinkler & fire services water tank and pump room, refuse storage & material recovery room, potable flushing and cleansing water tank and pump room, extra low voltage room, storm terminal manhole, foul water terminal manhole, maintenance access to duct room below, protected corridors; sunken trenches, grease trap and services within the intermediate slab below 3rd floor of the Phase XII Government Accommodation; and water pipes, drain pipes and fittings with associated manholes, other building services installations solely serving the Phase XII Government Accommodation and floor surfaces within, around, above and below the Phase XII Government Accommodation and solely serving the Phase XII Government Accommodation; but shall exclude external finishes (and canopy (if any) forming part of the external walls therefrom) of the Phase XII Government Accommodation, the structure of all walls, beams and columns, ceilings, roof slabs or carriageway/floor slabs and other structural elements of, in, around, within, above and below the Phase XII Government Accommodation, and any other areas, facilities, services and installations not solely serving the Phase XII Government Accommodation; and the Phase XII Government Accommodation for the purpose of identification only are shown on the common areas plans annexed hereto and thereon coloured Pink;

"Phase XII Items" means those Items (as defined in the Principal Deed) situated in Phase XII including but not limited to the external finishes of the Phase XII Government Accommodation, the structure of all walls, beams and columns (but excluding those parts of the beams (including external finishes and claddings (if any) thereof) and all structural columns (including external finishes and claddings (if any) thereof) located within Site D and immediately below the roof slab of the Phase XII Government Accommodation and supporting the Phase XII Government Accommodation and part(s) of the Non-Station Development Common Areas (which form parts of the Non-Station Development Common Areas within Phase XII)), ceilings, roof slabs, carriageway/floor slabs and external finishes (and canopy (if any) forming part of the external walls therefrom) of the Phase XII Government Accommodation, other structural elements of, in, around, within, above and below the Phase XII Government Accommodation, and all of the structural slabs under the Phase XII Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors, if any, embedded in or suspended from the carriageway slabs or structural slabs;

Clause 5 of Part I of Second Schedule to the SDMC:

(a) In addition to the rights provided under Clause 2 of Part I of the Second Schedule to the Principal Deed, FSI, its lessees, tenants, licensees and persons authorised by it and the Owners or occupiers for the time being of the Phase XII Government Accommodation or any part thereof shall have all such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

(b) Without prejudice to the generality of Clause 1(b) of Part I of the Second Schedule to the Principal Deed and subject to Clause 14 of Section D of this Deed, the right of the Owner of the Phase XII Government Accommodation to subjacent and lateral support provided by those parts of the beams (including external finishes and claddings (if any) thereof) and all structural columns (including external finishes and claddings (if any) thereof) located within Site D and immediately below the roof slab of the Phase XII Government Accommodation and supporting the Phase XII Government Accommodation and part(s) of the Non-Station Development Common Areas which form parts of the Non-Station Development Common Areas.

Plan showing the location of the Government Accommodation (including the Phase XII Government Accommodation) as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

4. Temporary Public Transport Interchange

Under Special Condition No.(30) of the Land Grant, the Grantee shall lay, form, provide, construct, surface and maintain within the lot the Temporary Public Transport Interchange which shall be located in close proximity to the Mass Transit Railway Station and with access to public roads.

Relevant Provisions of the Land Grant:

Special Condition No.(30):

(a) Subject to Special Condition No.(17)(a)(i) hereof, the Grantee shall at his own expense and in all respects to the satisfaction of the Director lay, form, provide, construct, surface and maintain within the lot a temporary public transport interchange (hereinafter referred to as **"the Temporary PTI"**) which shall be located in close proximity to the Mass Transit Railway Station within Site M2 and with access to public roads. The Temporary PTI shall link up with the Mass Transit Railway Station within Site M2 by covered walkway and paths and with provision of ancillary facilities (including but not limited to drainage, lighting, ventilation, traffic aids, guard railings, passenger queue railings, passenger shelters and necessary connections and services for closed-circuit television system provision) at such positions, in such manner, materials, design and standards as the Director may approve. The Temporary PTI shall be completed and made fit for occupation and operation upon the opening of the Mass Transit Railway Station (as hereinafter defined in Special Condition No.(31)(a)(ii) hereof) within Site M2 or on such other date as may be determined by the Director;

(b) The Temporary PTI shall be designed and provided with a net operational floor area of not less than 4,800 square metres, comprising one bus terminus with four bus bays, one public light bus bay, one taxi bay, one general loading and unloading bay, an area reserved for the ancillary facilities for the bus operator, and a closed-circuit television room to be constructed to the satisfaction of the Director;

(c) (ii) The Government shall have the absolute discretion at any time to permit any person authorized by the Government and members of the public to use the Temporary PTI or any part thereof; and

(iii) The Grantee shall allow unrestricted and free access to and from the Temporary PTI for all Government and public vehicular and pedestrian traffic and the Government shall have the absolute right in exercising its power under the Road Traffic Ordinance and the Public Bus Services Ordinance, any regulations made thereunder and any amending legislations.

(d) Upon completion of the Permanent PTI, the Grantee shall at his own expense relocate the Temporary PTI (including the relocation of the closed-circuit television system to the Permanent PTI) to the Permanent PTI and the Grantee shall bear all costs incurred in connection with the relocation of the Temporary PTI. The Grantee shall at his own expenses, within 12 calendar months from the date of completion of the Permanent PTI demolish and remove the Temporary PTI in all respects to the satisfaction of the Director. The Director shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of the relocation, termination and removal of the Temporary PTI and no claim shall be made against the Government by the Grantee in respect of such loss, damage, nuisance or disturbance and the Temporary PTI shall be handed back to the Grantee by the Director on the date of a letter from the Director indicating that the Permanent PTI has been completed and made fit for occupation and operation in all respects to his satisfaction;

(f) For the purpose of this Special Condition, the expression "Grantee" shall means the person entering into and executing this Agreement.

Relevant Provisions of the Deed of Mutual Covenant:

Not Applicable.

Plan showing the location of the Temporary Public Transport Interchange as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

5. Public Open Space

Under Special Condition No.(52)(a)(ii) of the Land Grant, the Grantee shall erect, construct, provide and landscape such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director in all respects to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(a)(ii) and (c):

(a) The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:

(ii) such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (hereinafter referred to as **"the Public Open Space"**) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director's decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee;

(c) The Public Open Space shall be open to the public for all lawful purposes freely and without payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Non-Station Development Common Areas" and "Public Open Space" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

"Public Open Space" means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

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

(ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

The proportion of the cost of upholding, management, repair, maintenance and insurance to be contributed by MTR as Owner of the Station Complex and the Reserved Areas (if any) under Clauses 8(c) and 8(d) of this Section shall be calculated in the proportion that the construction gross floor area of the Station Complex (i.e. 127,000 sq.m.) together with the construction gross floor area of the Reserved Areas (if any) (collectively, "the Construction GFA of Station

Complex and Reserved Areas") bears to the construction gross floor areas of all those parts of the Non-Station Development which has/have been completed for the time being ("the Construction GFA of the Completed Non-Station Development") plus the Construction GFA of Station Complex and Reserved Areas but in any event shall not be less than 5.1%. For the purpose of this sub-clause, "the construction gross floor area of the Reserved Areas (if any)" shall mean the actual gross floor area of the Reserved Areas (if any) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant and "the Construction GFA of the Completed Non-Station Development" shall mean the total of the actual gross floor areas of the then completed Residential Accommodation (as defined in the Government Grant) and the actual gross floor areas of the then completed Commercial Accommodation (as defined in the Government Grant) as certified by the Authorised Person(s) of the relevant Phase(s) irrespective of whether that gross floor area is accountable or non-accountable under the Buildings Ordinance or the Government Grant.

Plans showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1, Plan 16, Plan 22, Plan 28 and Plan 30 to Plan 34)

6. Future Footbridge Associated Structures

Under Special Condition No.(53) of the Land Grant, the Grantee (excluding his assigns) shall in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion the Future Footbridge Associated Structures.

Relevant Provisions of the Land Grant:

Special Condition No.(53):

(a) (i) The Grantee (excluding his assigns) shall at his own expense on or before such date or dates as may be specified in a letter or letters from the Director and in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion and thereafter maintain the columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required by the Director (which facilities, structural supports and connections are hereinafter collectively referred to as **"the Future Footbridge Associated Structures"**) linking the lot to future footbridges (hereinafter referred to as **"the Future Footbridges"**) in the positions shown and marked "FB2", "FB3" and "FB4" on Plan I or at such other points as may be approved in writing by the Director (hereinafter referred to as **"the Locations"**);

(iv) When called upon to do so by the Director, the Grantee or the manager for the time being of the lot or the Owners' Corporation incorporated under the Building Management Ordinance (Cap.344) in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot to be connected to the Future Footbridges as shall be required and approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding F.S.I. only) and shall be to the satisfaction of the Director;

(vi) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up and down, the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access to and from the common areas of the lot and from and to the public pavement at ground level outside the lot and neighbouring lot or lots and Government land.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Footbridge Associated Structures" and "Non-Station Development Common Areas" in Section B of the PDMC:

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

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

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

The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Condition (53) of the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

Plan showing the location of the Future Footbridge Associated Structures as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

7. 24-hours Pedestrian Walkway

Under Special Condition No.(53)(b)(iv) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director provide 24-hours pedestrian walkway to link up the Future Footbridges and the Covered Footbridge.

Relevant Provisions of the Land Grant:

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

(iv) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway with an internal clear width of not less than 4.5 metres so as to link up the Future Footbridges and the Covered Footbridge (as hereinafter defined to in Special Condition No.(54)(a) hereof);

(v) The Grantee shall throughout the term hereby agreed to be granted keep the pedestrian walkway required to be provided under sub-clause (b)(iv) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption;

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Plans showing the location of the 24-hour Pedestrian Walkway as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 27 and Plan 29 to Plan 34)

8. Covered Footbridge

Under Special Condition No.(54) of the Land Grant, the Grantee (excluding his assigns) shall in all respects to the satisfaction of the Director provide and construct the Covered Footbridge with such materials and to such standards, levels, alignment, extent of footbridge cover, disposition, locations and designs as may be required or determined by the Director at his absolute discretion.

Relevant Provisions of the Land Grant:

Special Condition No.(54):

(a) The Grantee (excluding his assigns) shall when called upon to do so by the Director and within such time limit as shall be specified by the Director at his own expense in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director provide and construct one covered footbridge with an internal clear width of not less than 10 metres with supports, connections, staircases, ramps, facilities for wheelchair users, external and internal fittings, light fittings and signs in the position shown and marked "FB1" on Plan I or at such other location as may be approved by the Director at his absolute discretion (hereinafter referred to as **"the Covered Footbridge"**) and thereafter enjoy an easement of support of the Covered Footbridge. The Covered Footbridge shall be constructed with such materials and to such standards, levels, alignment, extent of footbridge cover, disposition, locations and designs as may be required or determined by the Director at his absolute discretion, whose determination shall be final and binding on the Grantee;

(b) (iii) The Grantee shall at all times notwithstanding that the Covered Footbridge has been delivered to the Government in accordance with sub-clause (h) of this Special Condition during the day or night throughout the period during which the Covered Footbridge is in existence permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass and repass on foot or by wheelchair along, to, from, through the lot, the Covered Footbridge and the building or buildings erected or to be erected thereon;

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

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

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

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

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

(3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

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

Clause 1(b) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

9. Site for Indoor Recreation Centre[1]

Under Special Condition No.(66) of the Land Grant, the Grantee shall in accordance with such standards, levels and location as the Director shall first approve in writing form a site within Tseung Kwan O Town Lot No.70 having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre.

Relevant Provisions of the Land Grant:

Special Condition No.(66):

(a) The Grantee shall at his own expense within 96 calendar months from the date of this Agreement or such other extended period as may be determined by the Director at his absolute discretion and in accordance with such standards, levels and location as the Director shall first approve in writing form a site within the lot having an area of not less than 6,000 square metres for the purpose of an indoor recreation centre. When the Grantee has completed such formation works to the satisfaction of the Director and when called upon to do so by the Director, the Grantee shall at his own expense surrender the said site to the Government free of costs and consideration within such time as shall be specified by the Director free from compensation, with vacant possession and free from encumbrances provided always that the Government shall be under no obligation to accept surrender of the said site or any part thereof at the request of the Grantee, but may do so as and when it sees fit. The deed of surrender shall be in such form as shall be approved by the Director. The Government shall have the right to construct on the said site an indoor recreation centre (hereinafter referred to as **"the Indoor Recreation Centre"**) and to use the Indoor Recreation Centre or the site for any purpose as it sees fit. The Indoor Recreation Centre erected or to be erected on the said site shall not be taken into account for the calculation of the total gross floor area as stipulated in Special Condition No.(16)(e) hereof;

(b) The Grantee shall allow the Government, his officers, contractors and workmen with or without tools, equipment, machinery or motor vehicles free and uninterrupted right of ingress, egress and regress to and from the Remaining Portion of the lot, the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Brown Area, the Yellow Hatched Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area or any part thereof for the purpose of constructing the Indoor Recreation Centre or any purpose as the Government sees fit. The Director, his officers, contractors and workmen shall have no liability in respect of any loss, damage, nuisance or disturbance whatsoever caused to or suffered by the Grantee arising out of or incidental to the exercise by him or them of the right of ingress, egress and regress conferred under this Special Condition and the Grantee shall have no right to compensation whatsoever in respect of any loss, damaged, nuisance or disturbance in connection with the provision of the rights of way. When the Indoor Recreation Centre is in operation, the Grantee shall allow members of the public freely and without payment of any nature whatsoever to go in, to, from, pass or through the Remaining Portion of the lot for the purpose of gaining access to and egress from the Indoor Recreation Centre;

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

Relevant Provisions of the Deed of Mutual Covenant:

Clause 18 of Section E of the PDMC:

The Owners shall upon demand by the Government grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon and it is excepted and reserved unto the Manager the right more particularly mentioned in Clause 2(e) of Part II of the Second Schedule to this Deed and unto MTR the right more particularly mentioned in Clause 3(z) of Part II of the Second Schedule to this Deed for the purpose of effecting the said grant of rights of way, easements or quasi easements, rights of support and passage of services and facilities Provided That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 2(e) of Part II of Second Schedule of the PDMC:

Notwithstanding anything contained in this Deed, the right for the Manager upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the Manager only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of the Manager's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary Provided Further That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 3(z) of Part II of Second Schedule to the PDMC:

Without prejudice to General Condition No.5 of the Government Grant, each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant and Provided that such rights easements and privileges of FSI shall not in any way be adversely affected or prejudiced and Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation:

(z) the right upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary.

Plan showing the location of the Site for the Indoor Recreation Centre as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

10. Brown Area

Under Special Condition No.(99) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve a paved way within the Brown Area and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the Brown Area.

Relevant Provisions of the Land Grant:

Special Condition No.(99):

(a) The Grantee shall:

(i) (I) on or before the 31st day of March, 2017 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct in such manner with such materials and to such standards, levels, alignment and design as the Director in his absolute discretion shall approve (including the provision and construction of such culverts, viaducts, sewers, drains, pavements or such other structures as the Director in his sole discretion may require) a paved way within the area shown coloured brown to the south of the lot at Road D9 on Plan I so that pedestrian and vehicular traffic can be carried thereon for the purpose of ingress to or egress from the lot; and

(II) on or before the 30th day of September, 2022 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director lay, form, provide and construct an elevated road within the area shown coloured brown to the north of the lot and marked "Elevated Road on Proposed Road L861" on Plan I in such manner, with such installations, structures and materials, to such standards, levels, alignment, width and design as the Director in his discretion may require or approve (including the provision and construction of such bridges, tunnels, over-passes, under-passes, culverts, viaducts, flyovers, pavement or such other structures) so that vehicular traffic may be carried thereon

(the brown areas referred to in sub-clauses (a)(i)(I) and (a)(i)(II)) of this Special Condition are hereinafter collectively referred to as **"the Brown Area"**).

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Outside Area" in Section B of the PDMC:

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Brown Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

11. Yellow Hatched Black Area

Under Special Condition No.(100) of the Land Grant, the Grantee shall in all respects to the satisfaction of the Director landscape the Yellow Hatched Black Area.

Relevant Provisions of the Land Grant:

Special Condition No.(100)(a)(i):

The Grantee shall on or before the 31st day of December, 2021 or such other date as may be approved by the Director, at his own expense and in all respects to the satisfaction of the Director landscape the area shown coloured yellow hatched black on Plan I (hereinafter referred to as **"the Yellow Hatched Black Area"**).

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Outside Area" in Section B of the PDMC:

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 1(b) of Section E of the PDMC:

For the avoidance of doubt, subject to the provisions in the Government Grant and this Deed, the construction of the Outside Area shall be carried out and the construction costs therefor shall be borne by MTR as the original Grantee of the Land.

Plan showing the location of the Yellow Hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

12. Internal Transport System

Under Special Condition No.(60) of the Land Grant, the Grantee shall construct within the lot an Internal Transport System for pedestrian and vehicular circulation and provide such street lighting as may be required by the Director of Lands, and shall operate, manage and maintain and make such traffic management arrangements for the Internal Transport System and keep such street lighting illuminated to the satisfaction of the Director of Lands.

Relevant Provisions of the Land Grant

Special Condition No.(60):

(a) The Grantee shall in all respects to the satisfaction of the Director at his own expense construct within the lot at such point or points and at such level or levels a road system including roads, pedestrian footbridges, walkways, staircases, cycle tracks, passenger lifts, escalators, ramps, loading and unloading bays and such other transport facilities of such design and specification as may be required by the Director (hereinafter collectively referred to as **"the Internal Transport System"**) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, public light buses and coaches as may be determined by the Commissioner for Transport. The Internal Transport System shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof;

(b) The Grantee (excluding F.S.I. only) shall, subject to any directions which may from time to time be given by the Commissioner for Transport and the Commissioner of Police, any operation, management and maintenance agreement or agreements reached or to be

reached between the Government and the Grantee, and authorisation which may be given in the form of Bye-laws under existing and future legislation, operate, manage and maintain and make such traffic management arrangements for the Internal Transport System including the erection of traffic signs and traffic signals, as the Grantee may consider necessary to comply with these Conditions provided that nothing herein contained shall amount to any delegation of any statutory powers or duties under any Ordinance;

(c) The Grantee (excluding F.S.I. only) shall at his own expense and in all respects to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to the satisfaction of the Director the Internal Transport System. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director;

(d) The Grantee shall permit the owners of the Undivided Shares in the lot and other persons authorized by the owners or their assigns with or without motor vehicles to pass and repass freely at all times and for all lawful purposes and free of any payment the roads, lanes, footpaths, pedestrian footbridges, walkways, staircases, and cycle tracks referred to in sub-clause (a) of this Special Condition to and from Any of the Sites;

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

Relevant Provisions of the Deed of Mutual Covenant

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

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

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

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

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

(3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

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

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b) of Section I of the PDMC:

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

(vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(d) and (z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under

Definition of "Phase XII Walkway", "Non-Station Development Common Areas within Phase XII" and "Phase XII Common Areas" in Section B of the SDMC:

"Phase XII Walkway" means the covered walkway (together with associated staircases, ramps and landings) on the roof deck above the Phase XII Government Accommodation and the covered walkway (CPW3) on 3rd Floor constructed in Phase XII forming part of the Internal Transport System as defined in Special Condition No.(60)(a) of the Government Grant; and the locations of the same within Phase XII and situated in the Non-Station Development Common Areas within Phase XII and the Phase XII Common Areas are for identification purpose only shown and marked in Red Dotted Lines on the common areas plans annexed to the SDMC.

"Non-Station Development Common Areas within Phase XII" means those parts of the Non-Station Development Common Areas (as defined in the Principal Deed) situated within Phase XII which are intended for use by or benefit of Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, pavement(s), those parts of the beams (including external finishes and claddings (if any) thereof) and all structural columns (including external finishes and claddings (if any) thereof) located within Site D and immediately below the roof slab of the Phase XII Government Accommodation and supporting the Phase XII Government Accommodation and part(s) of the Non-Station Development Common Areas, the intermediate slab below 3rd floor of the Phase XII Government Accommodation save and except the sunken trenches, grease trap and services within the said intermediate slab forming part of the Phase XII Government Accommodation, storm water pipe duct and gas vent duct around, above and below the Phase XII Government Accommodation, roof deck (including the hard paved flat roof, its waterproofing system, drainage system, metal grilles, lightning arrestor and associated structures) above the Phase XII Government Accommodation, protective barrier surrounding the opening of the courtyard and roof deck above the Phase XII Government Accommodation, and the covered walkway (together with associated staircases, ramps and landings) on the roof deck above the Phase XII Government Accommodation forming part of the Phase XII Walkway; and the Non-Station Development Common Areas within Phase XII are for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Orange.

"Phase XII Common Areas" means those parts of Phase XII which are intended for use by or benefit of the Owners of more than one constituent parts of Phase XII, namely the Phase XII Car Park, the Phase XII Residential Development and the Phase XII Government Accommodation and not for the sole benefit of the Owners of only one constituent part including, but not limited to, those areas above the existing roof of the Mass Transit Railway Depot (as defined in the Government Grant) of the Station Complex and below the 3rd Floor of the buildings erected on Phase XII, the external walls below the 7th Floor of the buildings erected on Phase XII, part of the Phase XII Items, part of the covered landscaped area (which are for identification purpose only as shown and marked in Blue Dotted Lines on the common areas plans annexed hereto), flat roofs, driveways, upper part of driveway, void, staircases, landings, corridors and open passages; shuttle lift lobbies on 3rd Floor, 5th Floor and 6th Floor, upper part of shuttle lift lobby on Mezzanine Floor, switch rooms, upper part of switch room, electrical rooms, refuse storage and material recovery chamber, upper part of refuse storage and material recovery chamber, parking space for refuse collection operation, guard room, fuel tank room, transformer rooms, upper part of transformer room, emergency generator room, upper part of emergency generator room, air-conditioning room, air conditioner areas, electrical meter room, protected corridors, gas valve room, sprinkler control valve and drencher control valve room, sprinkler transfer water pump and tank room, sprinkler water tank and pump room, sprinkler water tank room, extra low voltage rooms, upper part of extra low voltage room, fire services water pump room, water tanks, fire services water tank, irrigation pump room, irrigation tank, cleansing pump room, upper part of cleansing pump room, flushing water pump room, upper part of flushing water pump room, master water meter room, lead-in of telecommunication

network services, pipe ducts, fire services control room, upper part of fire services control room, potable water pump room, covered walkway (CPW3) on 3rd Floor forming part of the Phase XII Walkway, sprinkler water tank, lift pit(s), lift shaft (s), management office, lavatories, storage, pantry, accessible unisex toilet, changing room, part of the greenery areas (including but not limited to vertical greening (as for identification purpose only shown in Violet Dotted Lines on the common areas plans annexed hereto), planters and lawn(s)) (as for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Yellow Stippled Black), light weight cover; and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase XII not used for the sole benefit of the Owners of any one constituent part of Phase XII only and for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Yellow and Yellow Stippled Black.

Clause 2 of Part II of the Second Schedule to the SDMC:

Subject to the terms of the Government Grant, the right for the Owners of the Shares and other persons authorized by them or their assigns to go, pass and repass over and along and upon the Phase XII Walkway forming part of the Non-Station Development Common Areas within Phase XII and the Phase XII Common Areas freely at all times and for all lawful purposes and free of any payment to and from Any of the Sites (as defined in Special Condition No.(1)(b) of the Government Grant).

Plans showing the location of the Internal Transport System as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 27 and Plan 29 to Plan 34)

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

1. Yellow Area

Under Special Condition No.(7) of the Land Grant, the Grantee shall maintain the landscape works in the Yellow Area in a clean, neat, tidy, functional and healthy condition to the satisfaction of the Director and shall uphold, manage, maintain and repair the Yellow Area in good substantial repair and condition in all respects to the satisfaction of the Director until such time as possession of the Yellow Area together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government.

Relevant Provisions of the Land Grant:

Special Condition No.(7)(d):

Upon development or redevelopment of the lot, the Grantee shall at his own expense landscape the lot and the Yellow Area in accordance with the Conceptual Submission (as defined in Special Condition No.(7)(a)) and the Detailed Submission (as defined in Special Condition No.(7)(a)) as approved and no amendment, variation, alteration, modification or substitution shall be made without the prior written consent of the Director.

Special Condition No.(7)(e):

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

Special Condition No.(7)(f)(ii):

The Grantee shall at his own expense uphold, manage, maintain and repair the Yellow Area in good substantial repair and condition in all respects to the satisfaction of the Director until su ch time as possession of the Yellow Area together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (h)(ii) of this Special Condition.

Special Condition No.(7)(h)(ii):

The Government reserves the right to take back possession of the Yellow Area or any part or parts thereof for any purpose (as to which the decision of the Director shall be final and conclusive) as and when it sees fit without any payment or compensation to the Grantee and the Yellow Area shall be re-delivered to the Government by the Grantee on demand of the Director provided always that the Government shall not be compelled to take back possession of the Yellow Area or any part or parts thereof. The Grantee shall remain responsible for the upkeep maintenance and repair of the Yellow Area together with all structures and services provided and installed thereon or therein as specified in sub-clause (f)(ii) of this Special Condition until possession of the Yellow Area has been re-delivered to the Government.

Special Condition No.(52)(a)(ii):

The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:

such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (**"the Public Open Space"**) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Outside Area" in Section B of the PDMC:

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

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

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

Clause 8(e) of Section E of the PDMC:

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

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined I n the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Yellow Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

2. **Green Area, Green Stippled Black Area, Green Hatched Black Stippled Black Area, Green Hatched Black Area, Green Cross-hatched Black Area**

Under Special Condition Nos.(8) and (9) of the Land Grant, the Grantee shall maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein.

Relevant Provisions of the Land Grant:

Special Condition No.(8)(b):

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

(vi) maintain the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area together with all structures, services, street lighting, street furniture, and plant constructed, installed and provided thereon or therein until such time as possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area shall have been re-delivered to the Government in accordance with Special Condition No.(9)(a) hereof.

Special Condition No.(9):

(c) (i) The Grantee shall indemnify and keep indemnified the Government from and against all claims, costs, charges or damages arising out of any defects (whether in workmanship, materials design or otherwise) in respect of the public roads referred to in Special Condition Nos.(8)(b)(i), (8)(b)(ii), (8)(b)(iii) and (8)(b)(iv) hereof occurring within a period of 365 days from the date or respective dates of re-delivery to the Government by the Grantee of possession of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area or any part or parts thereof under sub-clause (a) of this Special Condition (hereinafter referred to as **"the Public Roads Defects Liability period"**). For the purpose of this sub-clause the determination by the Director on whether there is a defect shall be final and binding on the Grantee;

(ii) The Grantee shall at his own expense within such time as may be specified by the Director in a letter to the Grantee execute all such works of repair, amendment, re-construction and rectification in respect of such defects, imperfections, shrinkages, settlements or other faults as may be required in writing by the Director occurring during the Public Roads Defects Liability Period and at all times when carrying out the said works the Grantee shall not cause any interruption to the use and operation of the public roads.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Outside Area" and "Non-Station Development Common Areas" in Section B of the PDMC:

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(i) of Section E of the PDMC:

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

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

Clause 8(e) of Section E of the PDMC:

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

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Green Area, the Green Stippled Black Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area and the Green Cross-hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

3. Items in respect of Government Accommodation

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

Relevant Provisions of the Land Grant:

Special Condition No.(28):

(a) The Grantee shall throughout the term hereby agreed to be granted at his own expense but subject to any contribution by F.S.I. as referred to in Special Condition No.(58)(a)(ii)(I) hereof and in all respects to the satisfaction of the Director maintain the following items (hereinafter referred to as **"the Items"**):

(i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch which shall be maintained by F.S.I.) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs and any other structural elements of, in, around, within, above and below the Government Accommodation;

(ii) all lifts, escalators and stairways serving the Government Accommodation and the remainder of the development on the lot;

(iii) all building services installations, sewage, drainage, fresh and salt water supply system, plant and equipment (including but not limited to portable and non-portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the development on the lot;

(iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and

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

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

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

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

Relevant Provisions of the Deed of Mutual Covenant

Definitions of "Government Accommodation" and "Items" in Section B of the PDMC:

"Government Accommodation" means collectively the Permanent PTI, the Neighbourhood Elderly Centre, the Social Centre for the Elderly, the Community Hall Accommodation, the Integrated Children and Youth Services Centre, the Integrated Family Services Centre, the Day Nursery, the Public Toilet, the Primary Schools and the Secondary Schools and the Soccer Pitch

as respectively defined in Special Conditions (17)(a)(i), (17)(a)(ii), (17)(a)(iii), (17)(a)(v)(III), (17)(a)(vi), (17)(a)(vii), (17)(a)(viii), (17)(a)(ix), (17)(a)(x) and (17)(a)(xi) of the Government Grant each with their respective ancillary accommodation constructed and to be constructed on the Land as part of the Development pursuant to Special Condition (17) of the Government Grant;

"Items" means (i) the external finishes of the Government Accommodation (except the external finishes of the Primary Schools, the Secondary Schools and the Soccer Pitch as respectively defined in Special Conditions (17)(a)(x) and (17)(a)(xi) of the Government Grant which shall be maintained by FSI) and the structure of all walls, columns, beams, ceilings, roof slabs, carriageway/floor slabs, and any other structural elements of, in, around, within, above and below the Government Accommodation; (ii) all lifts, stairways and escalators serving the Government Accommodation and the remainder of the Development; (iii) all building services installations, sewage, drainage, fresh and salt water supply system, plant and equipment (including but not limited to portable and non portable fire services installation equipment) forming part of the system serving the Government Accommodation and the remainder of the Development; (iv) all of the structural slabs under the Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors embedded in or suspended from the carriageway slabs or structural slabs; and (v) all other common parts and facilities serving the Government Accommodation and the remainder of the Development referred to in Special Condition (28) of the Government Grant;

Clause 9 of Section E of the PDMC:

(c) The Owners of Units in each Phase (save and except the Owner of the Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Items situated in that Phase subject to any contribution by FSI under Special Condition No.(58)(a)(ii)(I) of the Government Grant and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property arising out of or as a consequence of a failure to maintain, manage and repair the Items aforesaid.

Clauses 1(b)(xii), (xxxiv) & (xxxv) of Section I of the PDMC:

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

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

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

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

Clause 1(n) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

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

Definitions of "Phase XII Government Accommodation" and "Phase XII Items" in Section B of the SDMC:

"Phase XII Government Accommodation" means, subject to Clause 5 of Section C of this Deed, those parts of the Government Accommodation constructed as part of Phase XII comprising (i) the Centre for Community Care and Support Services for the Elderly Accommodation as defined in Special Condition No.(17)(a)(ii)(iii) of the Government Grant, (ii) the Supported Hostel for Mentally or Physically Handicapped Persons as defined in Special Condition No.(17)(a)(iii) of the Government Grant, (iii) the Early Education and Training Centre as defined in Special Condition No.(17)(a)(vii) of the Government Grant, and shall include areas, facilities, services and installation for the common use or benefit of the Centre for Community Care and Support Services for the Elderly Accommodation and/or the Supported Hostel for Mentally or Physically Handicapped Persons and/or the Early Education and Training Centre exclusively but not other part of Phase XII including, but not limited to, external areas in front of the entrance doors, building services installations (including the associated enclosures) solely serving the Phase XII Government Accommodation and mounted on the external walls thereof, court yard (with perimeter wall around thereof) within the Phase XII Government Accommodation, telecommunication and broadcasting room, gas valve room, master water meter cabinet, sprinkler control valve cabinet, fire services control cabinet, low voltage switch room, water check meter cabinet, extra low voltage duct, transformer room, fan room for transformer, sprinkler & fire services water tank and pump room, refuse storage & material recovery room, potable flushing and cleansing water tank and pump room, extra low voltage room, storm terminal manhole, foul water terminal manhole, maintenance access to duct room below, protected corridors; sunken trenches, grease trap and services within the intermediate slab below 3rd floor of the Phase XII Government Accommodation; and water pipes, drain pipes and fittings with associated manholes, other building services installations solely serving the Phase XII Government Accommodation and floor surfaces within, around, above and below the Phase XII Government Accommodation and solely serving the Phase XII Government Accommodation; but shall exclude external finishes (and canopy (if any) forming part of the external walls therefrom) of the Phase XII Government Accommodation, the structure of all walls, beams and columns, ceilings, roof slabs or carriageway/floor slabs and other structural elements of, in, around, within, above and below the Phase XII Government Accommodation, and any other areas, facilities, services and installations not solely serving the Phase XII Government Accommodation; and the Phase XII Government Accommodation for the purpose of identification only are shown on the common areas plans annexed hereto and thereon coloured Pink;

"Phase XII Items" means those Items (as defined in the Principal Deed) situated in Phase XII including but not limited to the external finishes of the Phase XII Government Accommodation, the structure of all walls, beams and columns (but excluding those parts of the beams (including external finishes and claddings (if any) thereof) and all structural columns (including external finishes and claddings (if any) thereof) located within Site D and immediately below the roof slab of the Phase XII Government Accommodation and supporting the Phase XII Government Accommodation and part(s) of the Non-Station Development Common Areas (which form parts of the Non-Station Development Common Areas within Phase XII)), ceilings, roof slabs, carriageway/floor slabs and external finishes (and canopy (if any) forming part of the external walls therefrom) of the Phase XII Government Accommodation, other structural elements of, in, around, within, above and below the Phase XII Government Accommodation, and all of the

structural slabs under the Phase XII Government Accommodation together with the drainage systems therein and thereunder and the petrol interceptors, if any, embedded in or suspended from the carriageway slabs or structural slabs;

"Phase XII Common Areas" means those parts of Phase XII which are intended for use by or benefit of the Owners of more than one constituent parts of Phase XII, namely the Phase XII Car Park, the Phase XII Residential Development and the Phase XII Government Accommodation and not for the sole benefit of the Owners of only one constituent part including, but not limited to, those areas above the existing roof of the Mass Transit Railway Depot (as defined in the Government Grant) of the Station Complex and below the 3rd Floor of the buildings erected on Phase XII, the external walls below the 7th Floor of the buildings erected on Phase XII, part of the Phase XII Items, part of the covered landscaped area (which are for identification purpose only as shown and marked in Blue Dotted Lines on the common areas plans annexed hereto), flat roofs, driveways, upper part of driveway, void, staircases, landings, corridors and open passages; shuttle lift lobbies on 3rd Floor, 5th Floor and 6th Floor, upper part of shuttle lift lobby on Mezzanine Floor, switch rooms, upper part of switch room, electrical rooms, refuse storage and material recovery chamber, upper part of refuse storage and material recovery chamber, parking space for refuse collection operation, guard room, fuel tank room, transformer rooms, upper part of transformer room, emergency generator room, upper part of emergency generator room, air-conditioning room, air conditioner areas, electrical meter room, protected corridors, gas valve room, sprinkler control valve and drencher control valve room, sprinkler transfer water pump and tank room, sprinkler water tank and pump room, sprinkler water tank room, extra low voltage rooms, upper part of extra low voltage room, fire services water pump room, water tanks, fire services water tank, irrigation pump room, irrigation tank, cleansing pump room, upper part of cleansing pump room, flushing water pump room, upper part of flushing water pump room, master water meter room, lead-in of telecommunication network services, pipe ducts, fire services control room, upper part of fire services control room, potable water pump room, covered walkway (CPW3) on 3rd Floor forming part of the Phase XII Walkway, sprinkler water tank, lift pit(s), lift shaft (s), management office, lavatories, storage, pantry, accessible unisex toilet, changing room, part of the greenery areas (including but not limited to vertical greening (as for identification purpose only shown in Violet Dotted Lines on the common areas plans annexed hereto), planters and lawn(s)) (as for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Yellow Stippled Black), light weight cover; and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase XII not used for the sole benefit of the Owners of any one constituent part of Phase XII only and for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Yellow and Yellow Stippled Black.

"Phase XII Common Services and Facilities" means those services and facilities constructed or to be constructed in on or under Phase XII and which serve more than one constituent parts of Phase XII, namely the Phase XII Car Park, the Phase XII Residential Development and the Phase XII Government Accommodation including, but not limited to, part of the Phase XII Items, sewers, gutters, drains, watercourses, water features, wells, pipes and ducts; pumps, tanks and sanitary fittings; wires, cables, electrical installations, fittings, equipment and apparatus; communal aerial, satellite and cable reception, distribution and associated equipment; fire protection and fire fighting systems, equipment and apparatus; security systems, telecommunication system equipment and apparatus; refuse disposal equipment; lifts; air conditioners and fans; architectural features and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of Phase XII as part of the amenities thereof and not for the sole benefit of any one constituent part of Phase XII only but excluding anything contained in the Non-Station Development Common Services and Facilities within Phase XII, the Phase XII Residential Common Services and Facilities and the Phase XII Car Park Common Services and Facilities.

Clause 14 of Section D of the SDMC:

The Owners of Units in Phase XII (save and except the Owner of the Phase XII Government Accommodation) shall, acting by the Manager, be responsible for maintaining, managing and repairing the Phase XII Items and shall indemnify FSI and the Government against all actions, proceedings, claims and demands whatsoever arising out of or in respect of any loss or damage to any person or property as a consequence of a failure to maintain, manage and repair the Phase XII Items aforesaid.

Clause 5 of Part I of Second Schedule to the SDMC:

(a) In addition to the rights provided under Clause 2 of Part I of the Second Schedule to the Principal Deed, FSI, its lessees, tenants, licensees and persons authorised by it and the Owners or occupiers for the time being of the Phase XII Government Accommodation or any part thereof shall have all such other rights, privileges and easements as may be deemed necessary or desirable by the Director.

(b) Without prejudice to the generality of Clause 1(b) of Part I of the Second Schedule to the Principal Deed and subject to Clause 14 of Section D of this Deed, the right of the Owner of the Phase XII Government Accommodation to subjacent and lateral support provided by those parts of the beams (including external finishes and claddings (if any) thereof) and all structural columns (including external finishes and claddings (if any) thereof) located within Site D and immediately below the roof slab of the Phase XII Government Accommodation and supporting the Phase XII Government Accommodation and part(s) of the Non-Station Development Common Areas which form parts of the Non-Station Development Common Areas.

Plan showing the location of the Government Accommodation (including the Phase XII Government Accommodation) as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

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

Under Special Condition No.(40) of the Land Grant, the Grantee shall permit at all times members of the public for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through those part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Mass Transit Railway Station.

Relevant Provisions of the Land Grant:

Special Condition No.(40):

The Grantee shall throughout the term hereby agreed to be granted permit at all times members of the public for all lawful purposes freely and without payment of any nature whatsoever to enter into, upon and through those part or parts of the lot and in, under, through, on or over any buildings, structures and erections thereon designated by the Grantee for the purpose of access to and from the Mass Transit Railway Station.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other

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

Clause 1(b)(vii) of Section I of the PDMC:

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

(vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;

Plans showing the location of the area designated by the Grantee for access to and from the Mass Transit Railway Station as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 27 and Plan 29 to Plan 34)

5. Public Open Space

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

Relevant Provisions of the Land Grant:

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

(b) Subject to Special Condition No.(7)(h)(ii) hereof, the Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Public Open Space and the Local Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director, and

(c) The Public Open Space shall be open to the public for all lawful purposes freely and without payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Non-Station Development Common Areas" and "Public Open Space" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

"Public Open Space" means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

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

(ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

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

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plans showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1, Plan 16, Plan 22, Plan 28 and Plan 30 to Plan 34)

6. Future Footbridge Associated Structures

Under Special Condition No.(53) of the Land Grant, the Grantee shall maintain the Future Footbridge Associated Structures after the erection, provision and construction thereof.

Relevant Provisions of the Land Grant:

Special Condition No.(53):

(a) (i) The Grantee (excluding his assigns) shall at his own expense on or before such date or dates as may be specified in a letter or letters from the Director and in accordance with the Approved Building Plans and in all respects to the satisfaction of the Director erect, provide and construct within the lot with such materials and to such standard, levels, alignment, disposition and designs as may be required or approved by the Director at his absolute discretion and thereafter maintain the columns and such other structural supports and connections together with such escalators, lifts, stairways as may be required by the Director (which facilities, structural supports and connections are hereinafter collectively referred to as **"the Future Footbridge Associated Structures"**) linking the lot to future footbridges (hereinafter referred to as **"the Future Footbridges"**) in the positions shown and marked "FB2", "FB3" and "FB4" on Plan I or at such other points as may be approved in writing by the Director (hereinafter referred to as **"the Locations"**);

(iv) When called upon to do so by the Director, the Grantee or the manager for the time being of the lot or the Owners' Corporation incorporated under the Building Management Ordinance (Cap.344) in respect of the lot shall at his own expense and in all respects to the satisfaction of the Director execute all necessary works for the temporary closure of any opening in the building or buildings erected or to be erected on the lot to be connected to the Future Footbridges as shall be required and approved by the Director. All necessary maintenance works for the temporary closure shall be the responsibility of the Grantee (excluding F.S.I. only) and shall be to the satisfaction of the Director;

(vi) The Grantee shall throughout the term hereby agreed to be granted at all times and in compliance with any requirements which the Director may impose permit members of the public for all lawful purposes freely and without payment of any nature whatsoever to pass or re-pass on foot along, to and from, through, up an d down, the Future Footbridges and the Future Footbridge Associated Structures forming part thereof or pertaining thereto through the lot or any part thereof or the buildings or any part of the buildings thereon for the purpose of gaining access to and from the common areas of the lot and from and to the public pavement at ground level outside the lot and neighbouring lot or lots and Government land.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Footbridge Associated Structures" and "Non-Station Development Common Areas" in Section B of the PDMC:

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

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

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

The rights for the Manager with or without surveyors workmen and others to carry out all necessary works required by the Director for the temporary closure of any opening in the building or buildings erected on the Land so as to enable the connection of pedestrian passageways, subways or footbridges to the buildings or the Footbridge Associated Structures pursuant to the provisions of Special Condition (53) of the Government Grant. The Manager in pursuance of any such works shall notify the Owners in writing as to the areas or parts of the Land and the Development which the Owners may not use while such works are being carried out and the Owners shall comply with the requirements of such notification provided that the ingress to or egress from the Government Accommodation shall not be interrupted and the proper use and enjoyment of the Government Accommodation shall not be affected.

Clause 1(b)(vii) of Section I of the PDMC:

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

(vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

Clause 1(d) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

   (d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;

Plan showing the location of the Future Footbridge Associated Structures as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

7. 24-hours Pedestrian Walkway

Under Special Condition No.(53)(b) of the Government Grant, the Grantee shall maintain the 24-hours Pedestrian Walkway in good and substantial condition and repair to the satisfaction of the Director.

Relevant Provisions of the Land Grant:

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

(iii) The Grantee (excluding F.S.I. only) shall throughout the term hereby agreed to be granted maintain at his own expense the segregated pedestrian ways or paths (together with such stairs, ramps, lightings and escalators) required to be provided under this Special Condition in good and substantial condition and repair to the satisfaction of the Director;

(iv) The Grantee shall at his own expense and in all respects to the satisfaction of the Director provide a covered pedestrian walkway with an internal clear width of not less than 4.5 metres so as to link up the Future Footbridges and the Covered Footbridge (as hereinafter defined to in Special Condition No.(54)(a) hereof);

(v) The Grantee shall throughout the term hereby agreed to be granted keep the pedestrian walkway required to be provided under sub-clause (b)(iv) of this Special Condition open for the use by the public 24 hours a day free of charge without any interruption;

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the

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

Clause 8(c)(iii) of Section E of the PDMC:

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

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

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

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

(3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60) (b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

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

Clause 1(b) of Section I of the PDMC:

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

(vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(d) and (z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub-Deed Mutual Covenant allocated to any Owner or group of Owners;

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon

or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plans showing the location of the 24-hour Pedestrian Walkway as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 27 and Plan 29 to Plan 34)

8. Covered Footbridge

Under Special Condition No.(54) of the Land Grant, the Grantee (excluding F.S.I. only) shall manage and maintain the Covered Footbridge in good and substantial repair and condition and shall illuminate the Covered Footbridge at all times in all respects to the satisfaction of the Director until the Covered Footbridge shall have been delivered to the Government pursuant to Special Condition (54)(h).

Relevant Provisions of the Land Grant:

Special Condition No.(54):

(f) The Grantee (excluding F.S.I. only) shall at his own expense manage and maintain the Covered Footbridge in good and substantial repair and condition and shall illuminate the Covered Footbridge at all times in all respects to the satisfaction of the Director until the Covered Footbridge shall have been delivered to the Government pursuant to sub-clause (h) of this Special Condition;

(h) The Grantee (excluding F.S.I. only) shall when called upon to do so by the Director deliver the Covered Footbridge or any part thereof to the Government without payment or compensation to the Grantee provided always that the Government shall be under no obligation to take possession of the Covered Footbridge or any part thereof at the request of the Grantee, but may do so as and when it sees fit.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

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

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

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

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

(3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

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

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Covered Footbridge as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

9. Area for Access to and from the Indoor Recreation Centre

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

Relevant Provisions of the Land Grant:

Special Condition No.(66):

(b) When the Indoor Recreation Centre is in operation, the Grantee shall allow members of the public freely and without payment of any nature whatsoever to go in, to, from, pass or through the Remaining Portion of the lot for the purpose of gaining access to and egress from the Indoor Recreation Centre;

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 18 of Section E of the PDMC:

The Owners shall upon demand by the Government grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon and it is excepted and reserved unto the Manager the right more particularly mentioned in Clause 2(e) of Part II of the Second Schedule to this Deed and unto MTR the right more particularly mentioned in Clause 3(z) of Part II of the Second Schedule to this Deed for the purpose of effecting the said grant of rights of way, easements or quasi easements, rights of support and passage of services and facilities Provided That the grant of such rights of way, easements or quasi easements,

rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 2(e) of Part II of Second Schedule of the PDMC:

Notwithstanding anything contained in this Deed, the right for the Manager upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of the Manager only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of the Manager's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary Provided Further That the grant of such rights of way, easements or quasi easements, rights of support and passage of services and facilities shall not adversely affect the use and enjoyment of the Government Accommodation.

Clause 3(z) of Part II of Second Schedule to the PDMC:

Without prejudice to General Condition 5 of the Government Grant, each and every Owner covenants with MTR with the intent that the covenants, rights, liberty, privileges, entitlements, exceptions and reservations herein conferred upon MTR shall bind each and every Owner and their respective successors and assigns and are intended to run and shall run with the Land and the Development and the interest therein that for so long as MTR remains the beneficial owner of any Share (and in addition to any other right which it may have reserved under the Assignment to the Purchaser) MTR shall have the exclusive and unrestricted right in its absolute discretion at any time or times and from time to time as it shall deem fit to do all or any of the following acts or deeds and/or to exercise all or any of the following rights, liberty, privileges and entitlement without the necessity of joining in or the concurrence or approval of any other Owner (unless provided otherwise in this Deed), the Manager or any other person interested in the Land and the Development but subject to the rights easements and privileges reserved to FSI under this Deed and the Government Grant and Provided that such rights easements and privileges of FSI shall not in any way be adversely affected or prejudiced and Provided Further that no chimneys, flues, pipes or other structures or facilities shall be installed or affixed onto the external walls of the Government Accommodation:

(z) the right upon demand by the Government to grant free of costs and charges all necessary rights of way, easements or quasi easements (including but not limited to the right to use any roads, passageways, walkways, footpaths, pedestrian bridges, subways, gardens, open spaces, nullahs and culverts, sewage treatment plants and facilities, refuse collection and disposal areas and facilities, drainage system and gas, water, electricity storage, transformation and supply systems), rights of support and the passage of gas, electricity, water, soil, drainage, air, smoke or other effluent, telephone lines, cooling water and other services to and from Section A of Tseung Kwan O Town Lot No.70 or any part or parts of it through any gutters, pipes, wires, cables, sewers, drains, ducts, flues, conduits and watercourses and other conducting media laid or to be laid or passing along, through, over, upon, under or in the Land or any buildings, structures and erections on it or any part or parts of it, as may be required by the Government to the owners of Section A of Tseung Kwan O Town Lot No.70 and their successors and assigns and their servants, agents, licensees, tenants and lawful occupants (in common with all other persons having the like right) throughout the term of the Government Grant for all purposes connected with the proper use and enjoyment of Section A of Tseung Kwan O Town Lot No.70 and the buildings erected or to be erected thereon without the need to consult with nor the concurrence or approval of any Owner or other person having an interest in the Development or any part thereof and to sign or execute any documents in connection therewith in the name of MTR only without the necessity of joining in other Owners or other person having an interest in the Development or any part thereof Provided That FSI as Owner of the Government Accommodation shall join in and sign or execute any documents necessary to the exercise of MTR's right under this sub-clause if the Government Accommodation is directly affected (GPA shall in its sole discretion determine whether or not the Government Accommodation is directly affected) or if the Government considers necessary.

Plans showing the location of the area for access to and from the Indoor Recreation Centre as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 27 and Plan 29 to Plan 34)

10. Brown Area

Under Special Condition No.(99) of the Land Grant, the Grantee shall uphold, manage, maintain and repair the Brown Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Brown Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with Special Condition No.(99)(c).

Relevant Provisions of the Land Grant:

Special Condition No.(99):

(a) The Grantee shall:

(ii) at his own expense uphold, manage, maintain and repair the Brown Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Brown Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Outside Area" in Section B of the PDMC:

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

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

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

Clause 8(e) of Section E of the PDMC:

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

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Brown Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

11. Yellow Hatched Black Area

Under Special Condition No.(100) of the Land Grant, the Grantee shall uphold, manage, maintain and repair the Yellow Hatched Black Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Yellow Hatched Black Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with Special Condition No.(100)(c).

Relevant Provisions of the Land Grant:

Special Condition No.(100):

(a) The Grantee shall:

(ii) at his own expense uphold, manage, maintain and repair the Yellow Hatched Black Area in good and substantial repair and condition and in all respects to the satisfaction of the Director until such time as possession of the Yellow Hatched Black Area or such part or parts thereof together with all structures and services provided and installed thereon or therein shall be re-delivered to the Government in accordance with sub-clause (c) of this Special Condition.

Relevant Provisions of the Deed of Mutual Covenant:

Definition of "Outside Area" in Section B of the PDMC:

"Outside Area" means any area outside the boundary of the Land which the Grantee (as defined in the Government Grant) of the Land is obliged to landscape, uphold, manage, maintain, clean or repair pursuant to or under the conditions of the Government Grant (save and except where the obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the Yellow Area, the Green Stippled Black Area, the Green Area, the Green Hatched Black Stippled Black Area, the Green Hatched Black Area, the Green Cross-hatched Black Area, the Brown Area and the Yellow Hatched Black Area as respectively defined in Special Conditions (7), (8), (99) and (100) of the Government Grant and as varied or modified from time to time;

Clause 8(c)(i) of Section E of the PDMC:

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

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

Clause 8(e) of Section E of the PDMC:

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

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clause 4(b) of Section I of the PDMC:

The Manager, or in the absence of the Manager, the Owners Corporation or the Chairman of the Development Owners Committee, shall have the power to accept service of notice and demand by the Government for delivery of possession of the Outside Area or any part thereof and deliver the Outside Area or any part thereof to the Government pursuant to the Government Grant for and on behalf of all the Owners of the Land.

Clause 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plan showing the location of the Yellow Hatched Black Area as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1)

12. Internal Transport System

Under Special Condition No.(60) of the Land Grant, the Grantee shall construct within the lot an Internal Transport System for pedestrian and vehicular circulation and provide such street lighting as may be required by the Director of Lands, and shall operate, manage and maintain and make such traffic management arrangements for the Internal Transport System and keep such street lighting illuminated to the satisfaction of the Director of Lands.

Relevant Provisions of the Land Grant

Special Condition No.(60):

(a) The Grantee shall in all respects to the satisfaction of the Director at his own expense construct within the lot at such point or points and at such level or levels a road system including roads, pedestrian footbridges, walkways, staircases, cycle tracks, passenger lifts, escalators, ramps, loading and unloading bays and such other transport facilities of such design and specification as may be required by the Director (hereinafter collectively referred to as **"the Internal Transport System"**) for pedestrian and vehicular circulation including but not limited to taxis, franchised buses, public light buses and coaches as may be determined by the Commissioner for Transport. The Internal Transport System shall not be taken into account for the purpose of calculating the total gross floor area stipulated in Special Condition No.(16)(e) hereof;

(b) The Grantee (excluding F.S.I. only) shall, subject to any directions which may from time to time be given by the Commissioner for Transport and the Commissioner of Police, any operation, management and maintenance agreement or agreements reached or to be reached between the Government and the Grantee, and authorisation which may be given in the form of Bye-laws under existing and future legislation, operate, manage and maintain and make such traffic management arrangements for the Internal Transport System including the erection of traffic signs and traffic signals, as the Grantee may consider necessary to comply with these Conditions provided that nothing herein contained shall amount to any delegation of any statutory powers or duties under any Ordinance;

(c) The Grantee (excluding F.S.I. only) shall at his own expense and in all respects to the satisfaction of the Director provide within the Internal Transport System such street lighting as may be required by the Director and shall throughout the term hereby agreed to be granted at his own expense illuminate and keep illuminated to the satisfaction of the Director the Internal Transport System. In the event of the Grantee failing to perform any of the obligations herein specified, the Government may at the cost of the Grantee provide such street lighting and keep the Internal Transport System illuminated and the Grantee shall pay to the Government on demand the cost thereof which shall be as determined by the Director;

(d) The Grantee shall permit the owners of the Undivided Shares in the lot and other persons authorized by the owners or their assigns with or without motor vehicles to pass and repass freely at all times and for all lawful purposes and free of any payment the roads, lanes, footpaths, pedestrian footbridges, walkways, staircases, and cycle tracks referred to in sub-clause (a) of this Special Condition to and from Any of the Sites;

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

Relevant Provisions of the Deed of Mutual Covenant

Definition of "Non-Station Development Common Areas" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

Clause 8(c)(iii) of Section E of the PDMC:

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

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

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

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

(3) do not form parts of the Phase I Extra-Phase Common Areas or the Phase I Extra-Phase Common Services and Facilities

pursuant to Special Conditions (53)(b)(iii), (54)(f), (60)(b), (60)(f) and (60)(g)(i) respectively of the Government Grant.

Clause 8(e) of Section E of the PDMC:

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

Clause 1(a) of Section H of the PDMC:

MTR Corporation Limited shall be appointed and hereby accepts appointment as the Manager of the Development to manage and provide services in respect of the whole of the Non-Station Development and the Outside Area in accordance with the provisions of, and on the terms and conditions set out in this Deed.

Clause 1(a) of Section I of the PDMC:

Subject to the provisions of the Building Management Ordinance, the Manager shall in respect of any part of the Non-Station Development in respect of which an Occupation Permit has been issued and the Outside Area have the authority to do all such acts and things as may be necessary or requisite for the management of the relevant part of the Land and the Non-Station Development and the Outside Area and anything reasonably incidental thereto for and on behalf of all the Owners in accordance with the provisions of this Deed.

Clause 1(b) of Section I of the PDMC:

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

(vii) To repair, maintain, clean, paint or otherwise treat or decorate as appropriate, the structure and fabric of any buildings and other structures erected on or in the Non-Station Development and the external elevations, external walls (other than any external walls assigned to an Owner) and roofs thereof (other than any roofs assigned to an Owner), and to replace any glass that may be broken in any doors or windows therein, the responsibility for doing any of which is not, under the terms of this Deed or any Sub Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, allocated to any Owner provided that any signs or advertisements erected on the external walls of the Government Accommodation shall not be affected.

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(d) and (z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(d) the costs of repairing, maintaining, cleaning, painting and otherwise treating and decorating the structure and external elevations of the Non-Station Development and any buildings, and other structures erected on or in the Non-Station Development, or any part or parts thereof, and of replacing broken glass in any doors or windows therein, the responsibility for any of which is not under the terms of this Deed or any Sub Deed Mutual Covenant allocated to any Owner or group of Owners;

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Definition of "Phase XII Walkway", "Non-Station Development Common Areas within Phase XII" and Phase XII Common Areas in Section B of the SDMC:

"Phase XII Walkway" means the covered walkway (together with associated staircases, ramps and landings) on the roof deck above the Phase XII Government Accommodation and the covered walkway (CPW3) on 3rd Floor constructed in Phase XII forming part of the Internal Transport System as defined in Special Condition No.(60)(a) of the Government Grant; and the locations of the same within Phase XII and situated in the Non-Station Development Common Areas within Phase XII and the Phase XII Common Areas are for identification purpose only shown and marked in Red Dotted Lines on the common areas plans annexed to the SDMC.

"Non-Station Development Common Areas within Phase XII" means those parts of the Non-Station Development Common Areas (as defined in the Principal Deed) situated within Phase XII which are intended for use by or benefit of Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, pavement(s), those parts of the beams (including external finishes and claddings (if any) thereof) and all structural columns (including external finishes and claddings (if any) thereof) located within Site D and immediately below the roof slab of the Phase XII Government Accommodation and supporting the Phase XII Government Accommodation and part(s) of the Non-Station Development Common Areas, the intermediate slab below 3rd floor of the Phase XII Government Accommodation save and except the sunken trenches, grease trap and services within the said intermediate slab forming part of the Phase XII Government Accommodation, storm water pipe duct and gas vent duct around, above and below the Phase XII Government Accommodation, roof deck (including the hard paved flat roof, its waterproofing system, drainage system, metal grilles, lightning arrestor and associated structures) above the Phase XII Government Accommodation, protective barrier surrounding the opening of the courtyard and roof deck above the Phase XII Government Accommodation, and the covered walkway (together with associated staircases, ramps and landings) on the roof deck above the Phase XII Government Accommodation forming part of the Phase XII Walkway; and the Non-Station Development Common Areas within Phase XII are for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Orange.

"Phase XII Common Areas" means those parts of Phase XII which are intended for use by or benefit of the Owners of more than one constituent parts of Phase XII, namely the Phase XII Car Park, the Phase XII Residential Development and the Phase XII Government Accommodation and not for the sole benefit of the Owners of only one constituent part including, but not limited to, those areas above the existing roof of the Mass Transit Railway Depot (as defined in the Government Grant) of the Station Complex and below the 3rd Floor of the buildings erected on Phase XII, the external walls below the 7th Floor of the buildings erected on Phase XII, part of the Phase XII Items, part of the covered landscaped area (which are for identification purpose only as shown and marked in Blue Dotted Lines on the common areas plans annexed hereto), flat roofs, driveways, upper part of driveway, void, staircases, landings, corridors and open passages; shuttle lift lobbies on 3rd Floor, 5th Floor and 6th Floor, upper part of shuttle lift lobby on Mezzanine Floor, switch rooms, upper part of switch room, electrical rooms, refuse storage and material recovery chamber, upper part of refuse storage and material recovery chamber, parking space for refuse collection operation, guard room, fuel tank room, transformer rooms, upper part of transformer room, emergency generator room, upper part of emergency generator room, air-conditioning room, air conditioner areas, electrical meter room, protected corridors, gas valve room, sprinkler control valve and drencher control valve room, sprinkler transfer water pump and tank room, sprinkler water tank and pump room, sprinkler water tank room, extra low voltage rooms, upper part of extra low voltage room, fire services water pump room, water tanks, fire services water tank, irrigation pump room, irrigation tank, cleansing pump room, upper part of cleansing pump room, flushing water pump room, upper part of flushing water pump room, master water meter room, lead-in of telecommunication network services, pipe ducts, fire services control room, upper part of fire services control room, potable water pump room, covered walkway (CPW3) on 3rd Floor forming part of the Phase XII Walkway, sprinkler water tank, lift pit(s), lift shaft (s), management office, lavatories, storage, pantry, accessible unisex toilet, changing room, part of the greenery areas (including but not limited to vertical greening (as for identification purpose only shown in Violet Dotted Lines on the common areas plans annexed hereto), planters and lawn(s)) (as for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Yellow Stippled Black), light weight cover; and all other common parts specified in Schedule 1 to the Building Management Ordinance (Cap.344) (if any) within Phase XII not used for the sole benefit of the Owners of any one constituent part of Phase XII only and for identification purpose only as shown on the common areas plans annexed hereto and thereon coloured Yellow and Yellow Stippled Black.

Clause 2 of Part II of the Second Schedule to the SDMC:

Subject to the terms of the Government Grant, the right for the Owners of the Shares and other persons authorized by them or their assigns to go, pass and repass over and along and upon the Phase XII Walkway forming part of the Non-Station Development Common Areas within Phase XII and the Phase XII Common Areas freely at all times and for all lawful purposes and free of any payment to and from Any of the Sites (as defined in Special Condition No.(1)(b) of the Government Grant).

Plans showing the location of the Internal Transport System as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1 to Plan 27 and Plan 29 to Plan 34)

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

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

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

Relevant Provisions of the Land Grant:

Special Condition Nos.(52)(a)(ii), (b) and (c):

(a) The Grantee shall at his own expense in accordance with the Approved Building Plans and the Approved Landscaping Proposals and in all respects to the satisfaction of the Director erect, construct, provide, landscape and thereafter maintain in good and substantial repair and condition:

(ii) such number of public open spaces with a total area of not less than 2.3 hectares as may be required by the Director (hereinafter referred to as **"the Public Open Space"**) provided or to be provided within the lot and the Yellow Area and the Grantee shall landscape the Public Open Space including the planting of such shrubs and trees and constructing of such cycle track, to such level, standard and design as may be approved by the Director to be completed and made fit for use within 24 calendar months from the date of termination of the Right of Access to the Portion of the Yellow Area under Special Condition No.(7)(l) or such other date or dates as may be determined by the Director. The Public Open Space shall be at a ratio of 2:3 for active and passive recreational uses respectively and shall be located, formed, serviced, landscaped, planted, treated and provided with such equipment and facilities as the Director may require and in all respects to his satisfaction. The Director's decision as to what shall constitute active and passive recreational uses shall be final and binding upon the Grantee;

(b) Subject to Special Condition No.(7)(h)(ii) hereof, the Grantee shall throughout the term hereby agreed to be granted at his own expense maintain the Public Open Space and the Local Open Space in good and substantial repair and condition in all respects to the satisfaction of the Director, and

(c) The Public Open Space shall be open to the public for all lawful purposes freely and without payment (unless the prior written approval of the Director of Leisure and Cultural Services shall have been obtained) of any nature.

Relevant Provisions of the Deed of Mutual Covenant:

Definitions of "Non-Station Development Common Areas" and "Public Open Space" in Section B of the PDMC:

"Non-Station Development Common Areas" means those parts of the Non-Station Development which are intended for use by Owners of the Non-Station Development and not for the sole benefit of any Owner or Owners of a particular Phase including, but not limited to, approach roads, private streets, roads, driveways, lanes, footpaths, pedestrian walkways, footbridges; entrances, lobbies, staircases, ramps, landings, corridors and passages; refuse storage chambers; sewage treatment rooms, machine rooms, pump rooms, transformer and switch rooms, plant and equipment rooms and store rooms; the foundations and structure of the buildings erected on the Non-Station Development (excluding any structural column appertaining to a Unit and any structural column within a Unit); the Public Open Space; the icon building as identified on the approved landscape master plans; management office(s) (if any) and any other space on or in the Non-Station Development used for office or other accommodation of the Development Owners Committee or the Owners Corporation or watchmen or caretakers or other staff employed for the Non-Station Development; areas for installation or use of aerial broadcast distribution or telecommunications network facilities and all other communal areas within the Non-Station Development not used for the sole benefit of any Owner or Owners of a particular Phase (but excluding the Residential Development Common Areas and those areas forming parts of the Common Areas of a particular Phase as designated or to be designated in the Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with such Phase). The Non-Station Development Common Areas shall be more particularly identified on plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant or Deed Poll to be executed in connection with any Phase or to be shown on record plans to be deposited at the management office of the Non-Station Development pursuant to Clause 7 of Section L of this Deed;

"Public Open Space" means those parts of the Development and any adjoining land including any public recreational facilities from time to time provided thereon constructed pursuant to Special Condition (52)(a)(ii) of the Government Grant as may be indicated for that purpose from time to time on the Approved Plans.

Clauses 8(c)(ii) of Section E of the PDMC:

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

(ii) the Public Open Space;

Clause 8(e) of Section E of the PDMC:

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

Clause 1(b)(xvi) of Section I of the PDMC:

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

(xvi) To inspect, uphold, manage, maintain, clean, repair and landscape (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so and to implement the proposals for dealing with potential landfill gas and leachate migration approved pursuant to Special Condition (90) of the Government Grant.

Clauses 1(z) of Section J of the PDMC:

1. The costs, charges and expenses necessarily and reasonably incurred, in respect of the management of the Non-Station Development and/or the Outside Area and the performance of any duty or the exercise of any power by the Manager, shall include but shall not be limited to those next following, and, shall be paid by the Owners of the Non-Station Development in the manner herein provided and be contributed by MTR as Owner of the Station Complex and the Reserved Area (if any) in accordance with Clauses 8(c), (d) and (e) of Section E of this Deed:

(z) the costs of inspecting, upholding, managing, maintaining, cleaning, repairing and landscaping (including but not limited to planting, transplanting and replanting of shrubs and trees) (as the case may be) all those areas whether within or outside the boundary of the Land (including the Outside Area) and the structures and services installed and provided thereon or therein and the shrubs and trees planted thereon or therein (as the case may be) if the Grantee (as defined in the Government Grant) of the Land is required to uphold, manage, maintain, clean, repair or landscape the same under the conditions of the Government Grant (save and except where the relevant obligation is required to be performed and observed by MTR as the original grantee of the Land only excluding its successors and assigns under the Government Grant) including, but not limited to, the coloured areas and the covered footbridge referred to in Special Conditions (7), (8), (9)(a) and (b), (54), (99) and (100) of the Government Grant or otherwise agreed or required by the Government to do so Provided that the liability under Special Condition (9)(c) of the Government Grant shall be borne by MTR;

Plans showing the location of the Public Open Space as far as it is practicable to do so is set out at the end of this section. (Refer to Plan 1, Plan 16, Plan 22, Plan 28 and Plan 30 to Plan 34)

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

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

Not Applicable.

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

Notes:

1. Pursuant to a letter dated 14 October 2020 issued by the Railway Development Section, Lands Department (**"the Letter"**), subject to the acceptance of the terms of the Letter by MTR Corporation Limited (i.e. the Owner), the dates for completion of formation/landscape or construction (as the case may be) of the following coloured areas and Government Accommodations under the Land Grant will be amended as follows

Coloured Areas	**To be completed on or before**
Green Stippled Black Area	31 March 2023
Green Hatched Black Stippled Black Area (See Note 4 below)	31 March 2023
Green Cross-hatched Black Area	30 June 2021
Brown Area to the north of the Lot and marked "Elevated Road on Proposed Road L861" on Plan I	31 March 2023
Yellow Hatched Black Area (See Notes 2 and 5 below)	30 June 2022

Government Accommodation	**To be completed on or before**
Permanent PTI	15 October 2020
Centre for Community Care and Support Services for the Elderly Accommodation (See Note 4 below)	31 March 2023
Supported Hostel for Mentally or Physically Handicapped Persons (See Note 4 below)	31 March 2023
Early Education and Training Centre (See Note 4 below)	31 March 2023
Public Toilet	15 October 2020
Primary and Secondary Schools (See Note 6 below)	30 June 2024
Soccer Pitch (See Note 6 below)	30 June 2024

MTR Corporation Limited has accepted the terms of the Letter on 2 November 2020 and the Letter acknowledged by MTR Corporation Limited has been registered in the Land Registry by Memorial No.20110401260017.

2. Pursuant to a letter dated 4 February 2021 issued by the Railway Development Section, Lands Department to MTR Corporation Limited, the deadline for completion of formation/landscape of the Yellow Hatched Black Area under the Land Grant has been further extended to 31 December 2023 or such other date as may be approved by the Director of Lands.

3. Pursuant to a letter dated 23 March 2021 issued by the Railway Development Section, Lands Department to MTR Corporation Limited:

   (a) pursuant to Special Condition No.(17)(a)(x), the Grantee shall not be required to fulfil the obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December 2021 or such other date or dates as determined by the Director at his absolute discretion; and

   (b) pursuant to Special Condition No.(17)(a)(xi), the Grantee shall not be required to construct or provide the soccer pitch with ancillary facilities upon written notification to that effect by the Director on or before the 31st day of December 2021 or such other date or dates as determined by the Director at his absolute discretion.

4. Pursuant to a letter dated 5 January 2023 issued by the Railway Development Section, Lands Department (**"the Said Letter"**), subject to the acceptance of the terms of the Said Letter by MTR Corporation Limited (i.e. the Owner), the dates for completion of formation/landscape or construction (as the case may be) of the following coloured areas and Government Accommodations under the Land Grant will be further amended as follows:

Coloured Areas	**To be completed on or before**
Green Hatched Black Stippled Black Area	30 September 2023
Government Accommodation	**To be completed on or before**
Centre for Community Care and Support Services for the Elderly Accommodation	30 September 2023
Supported Hostel for Mentally or Physically Handicapped Persons	30 September 2023
Early Education and Training Centre	30 September 2023

MTR Corporation Limited has accepted the terms of the Said Letter on 16 January 2023 and the Said Letter acknowledged by MTR Corporation Limited will be registered in the Land Registry.

5. Pursuant to a letter dated 11 October 2023 issued by the Railway Development Section, Lands Department to MTR Corporation Limited, the deadline for completion of formation/landscape of the Yellow Hatched Black Area under the Land Grant has been further extended to 30 June 2024 or such other date as may be approved by the Director of Lands.

6. Pursuant to a letter dated 6 December 2023 issued by the Railway Development Section, Lands Department (**"the Aforesaid Letter"**), subject to the acceptance of the terms of the Aforesaid Letter by MTR Corporation Limited (i.e. the Owner), the dates for completion of construction of the following Government Accommodations under the Land Grant will be further amended as follows :-

Government Accommodation	**To be completed on or before**
Primary Schools	30 June 2027
Secondary Schools	30 June 2027
Soccer Pitch	30 June 2027

MTR Corporation Limited has accepted the terms of the Aforesaid Letter on 2 January 2024 and the Aforesaid Letter acknowledged by MTR Corporation Limited will be registered in the Land Registry.

7. Pursuant to a letter dated 7 December 2023 issued by the Railway Development Section, Lands Department to MTR Corporation Limited :-

(a) pursuant to Special Condition No.(17)(a)(x), the Grantee shall not be required to fulfil the obligation in respect of the Primary Schools and Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December 2024 or such other date or dates as determined by the Director at his absolute discretion; and

(b) pursuant to Special Condition No.(17)(a)(xi), the Grantee shall not be required to construct or provide the soccer pitch with ancillary facilities upon written notification to that effect by the Director on or before the 31st day of December 2024 or such other date or dates as determined by the Director at his absolute discretion.

8. Pursuant to a letter dated 31 December 2024 issued by the Railway Development Section, Lands Department to MTR Corporation Limited :-

(a) pursuant to Special Condition No.(17)(a)(x), the Grantee shall not be required to fulfil the obligation in respect of the Primary Schools and the Secondary Schools that are not required to be provided upon written notification to that effect by the Director on or before the 31st day of December 2025 or such other date or dates as determined by the Director at his absolute discretion; and

(b) pursuant to Special Condition No.(17)(a)(xi), the Grantee shall not be required to fulfill the obligation of construction and/or provision of the Soccer Pitch as stipulated under Special Condition No.(17)(a)(xi) upon written notification to that effect by the Director on or before the 31st day of December 2025 or such other date or dates as determined by the Director at his absolute discretion.

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

A. 「批地文件」規定須興建並提供予政府或供公眾使用的設施

1. 「黃色範圍」

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

「批地文件」之相關條款：

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

第(7)(e)條批地特別條款：
「承批人」須自費建造及嗣後保養和維修園景美化工程，以保持其清潔整齊、功用良好及健全，全面令「署長」滿意。

第(7)(f)(i)條批地特別條款：
「承批人」應於「進出黃色範圍部分的權利」（釋義以本批地特別條款(I)款所訂為準）的終止之日起計24個曆月內或按「署長」批准的其他日期，自費以按照「署長」批准的方式、物料及標準、樓層、定線和設計，在「黃色範圍」鋪設、平整、提供、建造、鋪築表面及排流（包括提供和建造下水道、高架道、污水管、排水渠、行人路或「署長」全權酌情規定的其他構築物），全面令「署長」滿意。

第(52)(a)(ii)條批地特別條款：
「承批人」應自費按照「核准建築圖則」及「核准園景美化建議書」，以「署長」全面滿意的方式興建、建造、提供、園景美化及嗣後維修以下設施，以保持其充足維修及良好狀態：

> 現已或將會在該地段內及「黃色範圍」按照「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃（以下簡稱**「公眾休憩用地」**）。「承批人」應在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於「進出黃色範圍部分的權利」（釋義以第(7)(I)條批地特別條款所訂為準）的終止之日起計24個曆月內或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」對於何謂動態及靜態康樂用途之決定將作終論並對「承批人」具約束力。

「公契」之相關條款：

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

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

「主公契」E節第1(b)條：
為免存疑，現聲明遵從「批地文件」及本「公契」之條款規定，「港鐵」作為「該土地」原「承批人」必須承擔責任建造「外圍地方」並支付有關的建築費用。

在切實可行範圍內盡量顯示「黃色範圍」位置之圖則已載於本節末頁。（見圖一）

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

根據「批地文件」第(8)條批地特別條款，「承批人」應：

— 於「綠色範圍」進行及建造日後道路交界處改善工程及其有關配套工程；

— 採用「署長」規定或批准的方式、裝置、結構及物料，按照「署長」規定或批准的標準、樓層、定線、寬度和設計鋪設、平整、提供及建造綠色加黑點範圍顯示之擬建公共道路部分；

— 採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造位於「綠色間黑斜線範圍」及「綠色間黑十字線範圍」內的公共道路部分；

— 在「綠色間黑斜線加黑點範圍」鋪設表面、建造路緣和渠道，以及為此等設施提供「署長」規定及批准的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道傢俬及道路標記，以及相關的工程和交通改道設施；及

— 在「綠色範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」鋪設表面、建造路緣及渠道，以及為此等設施提供「署長」指定的溝渠、污水管、排水渠、消防栓連接駁總水管的水管、街燈、交通燈、街道傢俬及道路標記。

「批地文件」之相關條款：

第(8)(b)條批地特別條款：
「承批人」應自費以「署長」全面滿意的方式：

(i) 遵從本文第(89)條批地特別條款之規定：

> (I) 於2022年9月30日或之前或按「署長」指定的其他日期或之前，採用「署長」規定或批准的方式、裝置、結構及物料，按照「署長」規定或批准的標準、樓層、定線、寬度和設計鋪設、平整、提供及建造「圖則I」以綠色加黑點顯示之擬建公共道路部分（以下簡稱**「綠色加黑點範圍」**）（包括提供及建造橋樑、隧道、上跨路、下通道、下水道、行人隧道、高架道路、行車天橋、行人路或其他構築物），以便車輛行駛；及

(II) 於2016年6月30日或之前或按「署長」指定的其他日期或之前，依照本文夾附的「工程規格附表」，在「圖則I」以綠色顯示的地方（以下簡稱**「綠色範圍」**）進行及建造日後道路交界處之改善工程及相關工程；

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

(iii) 於2012年6月30日或之前或按「署長」所指定其他日期，採用「署長」批准的方式及物料，按照「署長」批准的標準、樓層、定線及設計鋪設、平整、提供和建造「圖則I」以綠色間黑斜線顯示之擬建公共道路部分（以下簡稱**「綠色間黑斜線範圍」**）（包括提供及建造上跨路、下通道、斜路、行人道、單車徑或「署長」全權酌情指定的其他隧道改良結構，以便在該處進行建造工程及供車輛和行人往來）。然而，「署長」具有絕對酌情權決定是否需要規定拓建「綠色間黑斜線範圍」，如無需要，「承批人」在接獲「署長」於2003年2月1日或之前發出相關書面通知後毋須履行本責任。關乎「署長」行使酌情權作出決定並根據本款規定發出通知書，「承批人」概無權利或申索權向「政府」要求任何形式的補償，包括「承批人」必須履行本項責任所招致的費用或開支；

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

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

第(9)條批地特別條款：

(a) 茲只限於為執行本文第(8)條批地特別條款訂明的必要工程，「承批人」將在「署長」發予「承批人」的一份或多份函件所註明的一個或多個日期，獲批授「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」及「綠色間黑斜線範圍」、「綠色間黑十字線範圍」的佔管權。「署長」向「承批人」發出一份或多份函件證明本文第(8)(b)(i)、(8)(b)(ii)、(8)(b)(iii)及(8)(b)(iv)條批地特別條款規定須進行之工程完成後，以及「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」屬於公共道路一部分後，「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部分將被視作已交還「政府」。「承批人」佔管「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」期間，必須允許所有「政府」及公眾車輛和行人在所有合理時間免費自由地通行及行經「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「綠色間黑斜線範圍」及「綠色間黑十字線範圍」；

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

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

「公契」之相關條款：

「主公契」B節之「外圍地方」及「非車站發展項目公用地方」釋義：

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

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

「主公契」E節第1(b)條：

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

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

3. 「政府樓宇」

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

「批地文件」之相關條款：

第(17)(a)條批地特別條款：

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

(i) 一個位於地下的公共運輸交匯處，包括一個設有4個巴士停車處的巴士總站、8個巴士停泊處、2個公共小巴停車處、一個的士停車處、2個一般車輛客貨上落車位現已或將會建於「地盤M2」內的「港鐵車站」（釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準）毗鄰（以下簡稱**「永久公共運輸交匯處」**）。「永久公共運輸交匯處」應設有出入通道連接公共道路並於「地盤M2」內的「港鐵車站」（釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準）開始營運當日或之前或「署長」全權酌情指定的其他日期（其決定將作終論並對「承批人」約束）建成並適宜佔用及營運。如「永久公共運輸交匯處」延遲竣工及營運，「承批人」應在「署長」指定的日期自費興建、建造、提供和維修「臨時公共運輸交匯處」（釋義以批地文件第(30)條批地特別條款所訂為準）以供使用，直至「永久公共運輸交匯處」落成並適宜佔用及營運為止，以令「署長」滿意；

(ii) (i) 一間長者社區照顧及支援服務中心（以下簡稱**「長者社區照顧及支援服務中心」**），淨作業樓面面積不少於303平方米；

(ii) (A) 合共2個車位供根據《道路交通條例》、其附屬法例及任何修訂條例持牌的車輛停泊。車位應靠近「長者社區照顧及支援服務中心」，每個最少闊3.0米長8.0米，淨空高度最少3.3米；及

(B) 1個供「長者社區照顧及支援服務中心」佔用者使用的上落貨車位，最少闊3.0米長9.0米，淨空高度最少3.8米。車位應靠近「長者社區照顧及支援服務中心」。

(iii) 「長者社區照顧及支援服務中心」及於本特別條款第 (a)(ii)(ii)款所述的停車位及上落貨車位（以下統稱**「長者社區照顧及支援服務中心樓宇」**）應在2022年9月30日或其所在「任何地盤」之「竣工日」（二者取其較早）或「署長」全權酌情指定的其他日期（其決定將作終論並對「承批人」約束）或之前建成並適宜佔用及營運。然而，「署長」具有絕對酌情權決定是否需要建造及提供「長者社區照顧及支援服務中心樓宇」。如「署長」決定無需要建造或提供，「承批人」在接獲「署長」發出相關書面通知後便毋須履行本責任。上述的「署長」通知書應在下列日期或之前發出：

(I) 以下日期取其最早者：

(A) 2018年3月31日；或

(B) 以下日期取其較遲者：

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

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

(II) 「署長」指定的其他日期，而其決定將作終論並 對「承批人」約束。

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

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

(I) 以下日期取其最早者：

(A) 2017年3月31日；或

(B) 以下日期取其較遲者：

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

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

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

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

(v) (I) 一所具有淨作業樓面面積不少於593平方米的多用途會堂（以下簡稱**「社區會堂」**）；

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

(B) 1個巴士停車候車處，最少闊3米長12米，淨空高度最少3.8米。

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

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

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

(I) 以下日期取其最早者：

(A) 2017年3月31日；或

(B) 以下日期取其較遲者：

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

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

(II) 「署長」指定的其他日期，而其決定將作終論並對「承批人」約束。

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

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

(x) 最少三間（或「署長」批准之其他數目）校舍，由三間小學和兩間中學或「署長」全權酌情釐定其他較少數目的學校組成，樓層及位置按「署長」指定。上述校舍應在2023年12月31日或之前或「署長」全權酌情指定的其他日期建成並適宜佔用及營運。每間小學（以下統稱「小學」）的地盤面積最少6,200平方米，每間中學（以下統稱「中學」）的地盤面積最少6,950平方米，惟倘事前獲教育局局長及建築署署長書面批准，任何「小學」及「中學」的地盤面積均可縮減。每間「小學」及「中學」均須採用由「署長」全權酌情指定而不時適用於現行標準校舍的設計，並由「承批人」按照「工程規格附表」所載標準與規格或經由教育局局長及建築署署長書面批准而不時適用於標準校舍設計的現行標準與規格提供和建造，此外並須遵從教育局局長及建築署署長以書面批准的條款與規章，以符合《教育條例》及此等「批地條款」之規定，同時須遵照「核准建築圖則」及根據批地文件第(18)(a)條批地特別條款所核准的圖則。再者，「署長」可全權酌情釐定是否需要建造和提供「小學」及「中學」或當中任何其一。如「署長」決定只需要建造或提供較少數目的「小學」及「中學」，「承批人」在接獲「署長」於2019年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後便毋須履行此責任。「承批人」概無權申索任何補償，包括因「署長」行使酌情權並根據本款規定發出通知，以致「承批人」須建造或提供「小學」及「中學」或其任何部分所招致或引起的費用或開支；及

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

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

第(17)(d)條批地特別條款

就此批地特別條款而言，「承批人」一詞不包括其受讓人。

「公契」之相關條款

「主公契」B節之「政府樓宇」及「物件」釋義：

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

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

有關第XII期之副公契及管理協議（「副公契」）擬稿B節之「第XII期政府樓宇」及「第XII期物件」釋義：

「第XII期政府樓宇」指（受「本契約」C節第5條限制）作為屬於「第XII期」一部分興建的「政府樓宇」的部分，當中包括(i)「批地文件」第(17)(a)(ii)(iii)條批地特別條款所載的「長者社區照顧及支援服務中心」、(ii)「批地文件」第(17)(a)(iii)條批地特別條款所載的「弱智人士或肢體傷殘人士輔助宿舍」、(iii)「批地文件」第(17)(a)(vii)條批地特別條款所載的「早期教育及訓練中心」、和包括專供「長者社區照顧及支援服務中心」及/或「弱智人士或肢體傷殘人士輔助宿舍」及/或「早期教育及訓練中心」（且不供「第XII期」其他部分）共同使用和得益的其他地方、設施、服務及裝置，包括但不限於入口門前外部地方、專服務「第XII期政府樓宇」並安裝於其外牆之樓宇服務裝置（包括其附屬圍封部分）、「第XII期政府樓宇」內的庭院（連同其圍牆）、電訊廣播室、燃氣閥室、水錶房、灑水控制閥室、消防服務控制室、低壓開關室、水錶止回閥室、特低壓管道、變壓器房、變壓器通風機房、灑水及消防服務水箱和泵房、垃圾及物料回收室、飲用沖廁清潔水水箱和泵房、特低壓機房、終端雨水沙井、終端污水沙井、下方管道室保養通道、防護廊；於「第XII期政府樓宇」3樓下的夾層樓板內的下沉式坑槽、隔油裝置、服務設施；和「第XII期政府樓宇」其內、周圍、其上及其下並專服務「第XII期政府樓宇」的水管、排水管和裝置連其附屬沙井、其他建築物服務裝置和地台表面；唯不包括「第XII期政府樓宇」的外飾面（和由此伸出構成外牆一部分之簷篷（如有））、「第XII期政府樓宇」的、其內、周圍、其上及其下所有牆、樑和柱、天花、天台板或行車道/地台板結構及其他結構項件、和並不專作服務「第XII期政府樓宇」的任何其他地方、設施、服務及裝置；「第XII期政府樓宇」在「副公契」所夾附之公用地方圖則以粉紅色顯示，僅供識別用途；

「第XII期物件」指位處「第XII期」內之「物件」（釋義以「主公契」所訂為準），包括但不限於「第XII期政府樓宇」的外飾面、「第XII期政府樓宇」的所有牆、樑和柱結構（但不包括位於「地盤D」內及緊貼「第XII期政府樓宇」天台板下及承托「第XII期政府樓宇」和部分「非車站發展項目公用地方」之樑（包括其外飾面和蓋板（如有））和所有結構柱（包括其外飾面和蓋板（如有））（其屬「第XII期內非車站發展項目公用地方」一部分））、「第XII期政府樓宇」的天花、天台板、行車道/地台板結構和外飾面（和由此伸出構成外牆一部分之簷篷（如有））、「第XII期政府樓宇」的、其內、周圍、其上及其下所有其他結構項件、和「第XII期政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構樓板的截油器（如有）；

「副公契」「第二附錄」第I部分第5條：

(a) 除「主公契」第二附錄第I部分第2條下訂定之權利外，「財政司司長法團」、其承租人、租客、獲許可人及獲授權人士、及「第XII期政府樓宇」或其任何部分當其時之「業主」或佔用人有「署長」視作必需或適宜之所有其他權利、特權和地役權。

(b) 在不影響「主公契」第二附錄第I部分第1(b)段規定之概括性的情況下且受限於「副公契」D節第14條，位於「地盤D」內及緊貼「第XII期政府樓宇」天台板下及承托「第XII期政府樓宇」和部分「非車站發展項目公用地方」之樑（包括其外飾面和蓋板（如有））和所有結構柱（包括其外飾面和蓋板（如有））（其屬「第XII期內非車站發展項目公用地方」一部分））提供予「第XII期政府樓宇」的「業主」之側面支和垂直支承權。

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

4. 「臨時公共運輸交匯處」

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

「批地文件」之相關條款：

第(30)條批地特別條款

(a) 遵從第(17)(a)(i)條批地特別條款之規定，「承批人」應自費以「署長」全面滿意的形式，鋪築、平整、提供、建造、鋪設表面整飾和維修該地段內的臨時公共運輸交匯處（以下簡稱**「臨時公共運輸交匯處」**），位置應靠近「地盤M2」內的「港鐵車站」，並設有出入通道接駁公共道路。「臨時公共運輸交匯處」應按「署長」批准的位置、方式、物料、設計及標準設置有蓋行人走道和行人路連接「地盤M2」內的「港鐵車站」，以及提供各附屬設施（包括但不限於排水、照明、通風、輔助交通設備、防護欄、乘客輪候圍欄、車站上蓋和閉路電視系統的必要連接及服務裝置）。「臨時公共運輸交匯處」應在「地盤M2」內的「港鐵車站」（釋義以批地文件第(31)(a)(ii)條批地特別條款所訂為準）啟用當日或「署長」指定的其他日期建成並適宜佔用及營運；

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

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

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

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

(f) 就此批地特別條款而言，「承批人」之釋義指訂立及執行本「協議」的人士。

「公契」之相關條款：

不適用。

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

5. 「公眾休憩用地」

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

「批地文件」之相關條款：

第(52)(a)(ii)及(c)條批地特別條款：

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

(ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃（以下簡稱**「公眾休憩用地」**）。「承批人」應在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於「進出黃色範圍部分的權利」（釋義以第(7)(l)條批地特別條款所訂為準）的終止之日起計24個曆月內或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂動態及靜態康樂用途所作的決定將作終論並對「承批人」約束；

(c) 「公眾休憩用地」將免費（除非事前獲康樂及文化事務署署長書面批准除外）開放予公眾作任何性質的合法用途。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義：

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

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

「主公契」E節第8(c)(ii)條：

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

(ii) 「公眾休憩用地」；

「主公契」E節第8(e)條：

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

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。（見圖一、圖十六、圖二十二、圖二十八及圖三十至圖三十四）

6. 「擬建行人天橋相關結構」

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

「批地文件」之相關條款：

第(53)條批地特別條款：

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

(iv) 如「署長」發出通知，「承批人」或該地段現任經理人或根據《建築物管理條例》（香港法例第344章）成立的該地段「業主立案法團」應自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准，暫時封閉現已或將會建於該地段上連接「擬建行人天橋」的任何一座或多座建築物的通道口。暫時封閉通道口涉及的所有必要維修工程將由「承批人」負責（僅不包括「財政司司長法團」），此外並須令「署長」滿意；

(vi) 在本文協定的整個批租年期內，「承批人」應時刻遵從「署長」制訂的任何規定准許公眾免費及自由地通過該地段或其任何部分或該處任何建築物或部分建築物通行、往返、出入、上落及行經附屬或從屬於該處的「擬建行人天橋」及「擬建行人天橋相關結構」，藉此往返該地段的公用地方和往返該地段及毗鄰地段與「政府」官地外的地面公共行人路，以作所有合法用途。

「公契」之相關條款：

「主公契」B節之「行人天橋相關結構」及「非車站發展項目公用地方」釋義：

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

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

「主公契」「第二附錄」第II部分第2(b)條：

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

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

7. 「24小時行人走道」

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

「批地文件」之相關條款：

第(53)(b)(iv)及(v)條批地特別條款

(iv) 「承批人」應自費以「署長」全面滿意的方式提供一條內淨闊度不少於4.5米的有蓋行人走道，以連接「擬建行人天橋」及「有蓋行人天橋」（釋義以批地文件第(54)(a)條批地特別條款所訂為準）；

(v) 「承批人」應在本文協定的整個批租年期內保持本批地特別條款(b)(iv)款訂明須提供的行人走道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

在切實可行範圍內盡量顯示「24小時行人走道」位置之圖則已載於本節末頁。（見圖一至圖二十七及圖二十九至圖三十四）

8. 「有蓋行人天橋」

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

「批地文件」之相關條款：

第(54)條批地特別條款：

(a) 「承批人」（不包括其受讓人）應在「署長」通知時於「署長」指定的期限內自費按照「核准建築圖則」及以「署長」全面滿意的方式，在「圖則I」註明為「FB1」的位置或「署長」全權酌情批准的其他位置提供和建造一座有蓋行人天橋，內淨闊度為不少於10米，連同支承件、連接段、樓梯、斜路、輪椅使用者設施、內外配件、照明燈飾及指示牌（以下簡稱**「有蓋行人天橋」**），嗣後則享有支撐「有蓋行人天橋」的地役權。「有蓋行人天橋」應以「署長」全權酌情規定或釐定的物料、標準、樓層、定線、行人天橋覆蓋度、規格、位置及設計建造，其決定將作終論並對「承批人」約束；

(b) (iii) 儘管「有蓋行人天橋」已按照本批地特別條款(h)款之規定移交「政府」，在「有蓋行人天橋」存在期間，「承批人」不論日夜均應時刻允許任何公眾免費自由步行或乘坐輪椅通越、再通越、行經及上落該地段、「有蓋行人天橋」及現已或將會建於該處的建築物，以作任何性質的合法用途；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

「非車站發展項目公用地方」指擬供「非車站發展項目」「業主」公用而非個別「發展期」任何「業主」專享的「非車站發展項目」部分，其中包括但不限於引路、私家街、道路、行車道、里巷、行人

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

「主公契」E節第8(c)(iii)條：

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

(iii) 24小時有蓋行人走道（「批地文件」第(53)(b)(iv)條批地特別條款所載）、「有蓋行人天橋」（釋義以「批地文件」第(54)(a)條批地特別條款所訂為準）、「內部交通系統」（釋義以「批地文件」第(60)(a)條批地特別條款所訂為準）、緊急救援車輛通道（「批地文件」第(60)(f)條批地特別條款所載）及「照明系統」（釋義以「批地文件」第(60)(g)條批地特別條款所訂為準）各部分。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部分：

(1) 不納入任何「發展期」邊界範圍內；

(2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部分；及

(3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部分。

「主公契」E節第8(e)條：

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

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

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

9. 「室內康樂中心」地盤[1]

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

「批地文件」之相關條款：

第(66)條批地特別條款：

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

(b) 「承批人」須准許「政府」、其官員、承辦商及工人不論帶備工具、設備或機器或獨自或駕車與否，暢通無阻地進出及往返該地段「餘段」、「綠色範圍」、「綠色加黑點範圍」、「綠色間黑斜線加黑點範圍」、「棕色範圍」、「黃色間黑斜線範圍」、「綠色間黑斜線範圍」、「綠色間黑十字線範圍」或其任何部分，以便建造「室內康樂中心」或執行「政府」視為恰當的其他事項。倘「署長」、其官員、承辦商及工人因行使本批地特別條款賦予的進出及往返通行權而令「承批人」蒙受或招致任何損失、損害、滋擾或騷擾，「署長」、其官員、承辦商及工人概毋須就此承擔責任，「承批人」亦無權因提供通行權所招致的任何損失、損害、滋擾或騷擾向「署長」索取賠償。「室內康樂中心」投入服務後，「承批人」應允許公眾自由及完全免費地進入、行經及往返該地段「餘段」，以便出入「室內康樂中心」；

「公契」之相關條款：

「主公契」E節第18條：

「業主」應在「政府」通知時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人（與所有其他具有同等權利之人等共享）所有必要通行權、地役權或準地役權（包括但不限於使用任何道路、通道、行

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

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

「主公契」「第二附錄」第II部分第2(e)條：

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

「主公契」「第二附錄」第II部分第3(z)條：

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

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

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

10. 「棕色範圍」

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

「批地文件」之相關條款：

第(99)條批地特別條款

(a) 「承批人」應：

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

(II) 在2022年9月30日或之前或「署長」批准的其他日期，自費以「署長」全面滿意的形式，按照「署長」酌情規定及批准的方式、裝置、結構及物料，就「署長」規定及批准的標準、樓層、定線、闊度和設計，在「圖則I」以棕色顯示該地段以北「建議興建L861道路之高架道路」的範圍內鋪設、平整、提供及建造一條高架道路（包括提供及建造天橋、隧道、上跨路、下跨路、下水道、高架道路、行車天橋、行人路或其他構築物）供車輛行駛；

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

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

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

「主公契」E節第1(b)條：

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

在切實可行範圍內盡量顯示「棕色範圍」位置之圖則已載於本節末頁。(見圖一)

11. 「黃色間黑斜線範圍」

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

「批地文件」之相關條款：

第(100)(a)(i)條批地特別條款：

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

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

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

「主公契」E節第1(b)條：

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

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

12. 內部交通系統

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

「批地文件」之相關條款：

第(60)條批地特別條款：

(a) 「承批人」應以「署長」全面滿意的方式，自費在該地段內一個或多個地點的任何樓層建造一個道路系統，包括道路、行人天橋、行人道、樓梯、單車徑、載客電梯、自動扶梯、斜路、客貨上落車位及其他交通設施，設計及規格以「署長」規定為準(以下統稱**「內部交通系統」**)，以供行人及車輛流通，包括但不限於運輸署署長指定之的士、專營巴士、公共小巴及旅遊巴士。計算本文第(16)(e)條批地特別條款訂明款的樓面總面積時，「內部交通系統」不會連計在內；

(b) 受限於運輸署署長及警務處處長不時作出的指示，以及「政府」與「承批人」現已或將會訂立之任何營運、管理及維修協議，以及現行和未來法例以「附例」訂明的授權，「承批人」(僅不包括「財政司司長法團」)須按其視為必要而運作、管理及維修「內部交通系統」及作出交通管理安排，包括架設交通標誌及交通燈號，以遵守此等「批地條款」，惟本條規定概不構成分授任何條例下任何法定權力或責任；

(c) 「承批人」(僅不包括「財政司司長法團」)應自費以「署長」全面滿意的方式在「內部交通系統」內提供「署長」規定的街燈，並於本文協定批授的整個年期內自費為「內部交通系統」提供照明及維持照明充足，以令「署長」滿意。倘「承批人」不履行本條所訂的任何責任，「政府」可自行提供街燈及保持「內部交通系統」照明充足，費用由「承批人」承擔。「承批人」必須在接獲通知時向「政府」支付「署長」釐定的費用；

(d) 「承批人」應允許該地段各「不分割份數」業主及彼等授權的其他人等或受讓人於任何時間不論駕車與否免費通行及進出本批地特別條款(a)款所訂各道路、後巷、行人路、行人天橋、行人道、樓梯及單車徑，以及往返「任何地盤」，以作任何合法用途；

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

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

「主公契」E節第8(c)(iii)條：

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

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

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

(1) 不納入任何「發展期」邊界範圍內；

(2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部分；及

(3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部分。

「主公契」E節第8(e)條

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

「主公契」H節第1(a)條：

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

「主公契」I節第1(a)條：

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

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

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

「主公契」J節第1(d)及(z)條：

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

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

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

「副公契」B節之「第XII期行人道」、「第XII期內非車站發展項目公用地方」及「第XII期公用地方」釋義：

「第XII期行人道」指「第XII期」內建造的構成「批地文件」第(60)(a)條批地特別條款所載的「內部交通系統」一部分的位於「第XII期政府樓宇」上的天台平台之有蓋行人道（連同其附屬樓梯、斜道和梯台）和3樓之有蓋行人道(CPW3)；其在「第XII期」內並處於「第XII期內非車站發展項目公用地方」和「第XII期公用地方」中的位置，在「副公契」所夾附的公用地方圖則以紅色虛線標明。

「第XII期內非車站發展項目公用地方」指位於「第XII期」（見「副公契」定義）擬供「非車站發展項目」「業主」使用或共享而非個別「發展期」任何「業主」專享的「非車站發展項目公用地方」部分，其中包括但不限於行人道、位於「地盤D」內及緊貼「第XII期政府樓宇」天台板下及承托「第XII期政府樓宇」和部分「非車站發展項目公用地方」之樑（包括其外飾面和蓋板（如有））和所有結構柱（包括其外飾面和蓋板（如有））、於「第XII期政府樓宇」3樓下的夾層樓板（上述夾層樓板內屬「第XII期政府樓宇」一部分的下沉式坑槽、隔油裝置和服務設施除外）、「第XII期政府樓宇」周圍、其上及其下的雨水管道槽和排氣管道、「第XII期政府樓宇」上之天台平台（包括硬面鋪砌平台、其防水系統、排水系統、金屬欄柵、避雷器和附屬構築物）、包圍庭園入口和「第XII期政府樓宇」上之天台平台的防護欄障、和屬「第XII期行人道」一部分而位於「第XII期政府樓宇」上之天台平台的有蓋行人道（連同其附屬樓梯、斜道和梯台）；「第XII期內非車站發展項目公用地方」在「副公契」所夾公用地方附圖則以橙色顯示，僅供識別用途。

「第XII期公用地方」指擬供「第XII期」多個組成部分各「業主」共用或共享而非僅單一組成部分「業主」專享的「第XII期」地方，即「第XII期停車場」、「第XII期住宅發展項目」及「第XII期政府樓宇」，

其中包括但不限於「車站綜合大樓」的「地下鐵路車廠」（釋義以「批地文件」所訂為準）現有天台上和「第XII期」興建的建築物3樓下之範圍、「第XII期」興建的建築物7樓下的外牆、「第XII期物件」的一部分、有蓋園景區的一部分（在「副公契」所夾附之公用地方圖則以藍色虛線標明，僅供識別用途）、平台、行車道、行車道上部分、中空空間、樓梯、卸貨地、走廊和開放通道、3樓、5樓和6樓穿梭電梯大堂、夾層穿梭電梯大堂上部分、電掣房、電掣房上部分、電房、垃圾及物料回收室、垃圾及物料回收室上部分、垃圾收集停車位、保安室、油箱室、變壓器室、變壓器室上部分、應急發電機房、應急發電機房上部分、空調機房、空調機範圍、電錶室、防護走廊、燃氣閥室、灑水控制閥和水簾控制閥室、灑水運轉泵及水箱房、灑水水箱及泵房、灑水水箱房、特低電壓房、特低電壓房上部分、消防栓泵房、水箱、消防水箱、灌溉水泵房、灌溉水箱、沖洗水泵房、沖洗水泵房上部分、沖廁水泵房、沖廁水泵房上部分、主水錶房、電信網絡服務引入、管道、消防控制室、消防控制室上部分、飲用水水泵房、「第XII期行人道」一部分而位於3樓之有蓋行人道(CPW3)、花灑水箱、升降機井、升降機槽、管理辦公室、衛生間、儲藏室、茶水間、暢通易達而無分性別的洗手間、更衣室、部分綠化區（包括但不限於垂直綠化（在「副公契」所夾附的公用地方圖則以紫色虛線顯示，僅供識別用途）、花槽和草坪（在「副公契」所夾附的公用地方圖則以黃色加黑點顯示，僅供識別用途）、低重量上蓋以及「第XII期」內並非「第XII期」個別組成部分「業主」專用之《建築物管理條例》（香港法例第344章）附表1所列明之所有其他公眾地方。「第XII期公用地方」在「副公契」所夾公用地方附圖則以黃色及黃色加黑點顯示，僅供識別用途。

「副公契」「第二附錄」第II部分第2條：

除「批地文件」條款另有限制外，「份數」的「業主」及其所授權之其他人士或其轉讓人於所有時間及作所有合法用途及無須付費地由「任何地盤」（釋義以「批地文件」第(1)(b)條批地特別條款所訂為準）進出及往返構成「第XII期內非車站發展項目公用地方」一部分的「第XII期行人道」和「第XII期公用地方」。

在切實可行範圍內盡量顯示「內部交通系統」位置之圖則已載於本節末頁。（見圖一至圖二十七及圖二十九至圖三十四）

B. 「批地文件」訂明由「期數」住宅物業各業主付費管理、運作或維持以供公眾使用的設施

1. 「黃色範圍」

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

「批地文件」之相關條款：

第(7)(d)條批地特別條款：

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

第(7)(e)條批地特別條款：

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

第(7)(f)(ii)條批地特別條款：

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

第(7)(h)(ii)條批地特別條款：

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

第(52)(a)(ii)條批地特別條款：

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

現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃（以下簡稱**「公眾休憩用地」**）。「承批人」應在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準和設計種植灌叢樹木及建造單車徑，並於「進出黃色範圍部分的權利」（釋義以第(7)(l)條批地特別條款所訂為準的終止之日起計24個曆月內或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

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

「主公契」E節第8(c)(i)條：

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

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

「主公契」E節第8(e)條：

「港鐵」作為「車站綜合大樓」及「專用地方」（如有者）的「業主」應根據本節第8(c)及8(d)條分擔保養、管理、修理、維修費用與保險保費，計算基準為「車站綜合大樓」之建築樓面總面積（即

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

「主公契」H節第1(a)條：

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

「主公契」I節第1(a)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」I節第4(b)條：

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

「主公契」J節第1(z)條：

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

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

在切實可行範圍內盡量顯示「黃色範圍」位置之圖則已載於本節末頁。（見圖一）

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

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

「批地文件」之相關條款：

第(8)(b)條批地特別條款：

「承批人」應自費以「署長」全面滿意的方式：

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

第(9)條批地特別條款：

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

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

「公契」之相關條款：

「主公契」B節之「外圍地方」及「非車站發展項目公用地方」釋義：

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

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

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

「主公契」E節第8(c)(i)條：

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

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

「主公契」E節第8(e)條：

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

「主公契」H節第1(a)條：

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

「主公契」I節第1(a)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」I節第4(b)條：

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

「主公契」J節第1(z)條：

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

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

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

3. 「政府樓宇」內「物件」

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

「批地文件」之相關條款：

第(28)條批地特別條款：

(a) 「承批人」應在本文協定的整個批租年期內，自費（惟「財政司司長法團」可依照第(58)(a)(ii)(I)

條批地特別條款所訂作任何分擔）以「署長」全面滿意的方式維修以下項目（以下統稱**「物件」**）：

(i) 「政府樓宇」的外飾面（由「財政司司長法團」負責維修的「小學」、「中學」及「足球場」外飾面除外）和「政府樓宇」內、周圍、上及其下所有牆、柱、樑、天花、天台板、行車道/地台板及任何其他結構項件；

(ii) 所有供「政府樓宇」及該地段發展項目其餘部分使用的電梯、自動扶梯及樓梯；

(iii) 屬於「政府樓宇」及該地段發展項目其餘部分的系統一部分之所有屋宇裝備裝置、污水設施、排水系統、食水及沖廁供水系統、機器及設備（包括但不限於手提及非手提式消防裝置設備）；

(iv) 「政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構樓板的截油器；及

(v) 所有其他供「政府樓宇」及該地段發展項目其餘部分使用的公用地方及設施。

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

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

(d) 就此批地特別條款而言，「承批人」之釋義不包括「財政司司長法團」。

「公契」之相關條款：

「主公契」B節之「政府樓宇」及「物件」釋義：

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

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

「主公契」E節第9條：

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

「主公契」I節第1(b)(xii)、(xxxiv)及(xxxv)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

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

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

「主公契」J節第1(n)條：

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

(n) 「物件」之維修、修理和運作費用；

「副公契」B節之「第XII期政府樓宇」、「第XII期物件」、「第XII期公用地方」和「第XII期公用服務與設施」釋義：

「第XII期政府樓宇」指（受「本契約」C節第5條限制）作為屬於「第XII期」一部分興建的「政府樓宇」的部分，當中包括(i)「批地文件」第(17)(a)(ii)(iii)條批地特別條款所載的「長者社區照顧及支援服務中心」、(ii)「批地文件」第(17)(a)(iii)條批地特別條款所載的「弱智人士或肢體傷殘人士輔助宿舍」、(iii)「批地文件」第(17)(a)(vii)條批地特別條款所載的「早期教育及訓練中心」、和包括專供「長者社區照顧及支援服務中心」及/或「弱智人士或肢體傷殘人士輔助宿舍」及/或「早期教育及訓練中心」（且不供「第XII期」其他部分）共同使用和得益的其他地方、設施、服務及裝置，包括但不限於入口門前外部地方、專服務「第XII期政府樓宇」並安裝於其外牆之樓宇服務裝置（包括其附屬圍封部分）、「第XII期政府樓宇」內的庭院（連同其圍牆）、電訊廣播室、燃氣閥室、水錶房、灑水控制閥室、消防服務控制室、低壓開關室、水錶止回閥室、特低壓管道、變壓器房、變壓器通風機房、灑水及消防服務水箱和泵房、垃圾及物料回收室、飲用沖廁清潔水水箱和泵房、特低壓機房、終端雨

水沙井、終端污水沙井、下方管道室保養通道、防護廊；於「第XII期政府樓宇」3樓下的夾層樓板內的下沉式坑槽、隔油裝置、服務設施；和「第XII期政府樓宇」其內、周圍、其上及其下並專服務「第XII期政府樓宇」的水管、排水管和裝置連其附屬沙井、其他建築物服務裝置和地台表面；唯不包括「第XII期政府樓宇」的外飾面（和由此伸出構成外牆一部分之簷篷（如有））、「第XII期政府樓宇」的、其內、周圍、其上及其下所有牆、樑和柱、天花、天台板或行車道/地台板結構及其他結構項件、和並不專作服務「第XII期政府樓宇」的任何其他地方、設施、服務及裝置；「第XII期政府樓宇」在「副公契」所夾附之公用地方圖則以粉紅色顯示，僅供識別用途；

「第XII期物件」指位處「第XII期」內之「物件」（釋義以「主公契」所訂為準），包括但不限於「第XII期政府樓宇」的外飾面、「第XII期政府樓宇」的所有牆、樑和柱結構（但不包括位於「地盤D」內及緊貼「第XII期政府樓宇」天台板下及承托「第XII期政府樓宇」和部分「非車站發展項目公用地方」之該等樑（包括其外飾面和蓋板（如有））和所有結構柱（包括其外飾面和蓋板（如有））（其屬「第XII期內非車站發展項目公用地方」一部分））、「第XII期政府樓宇」的天花、天台板、行車道/地台板結構和外飾面（和由此伸出構成外牆一部分之簷篷（如有））、「第XII期政府樓宇」的、其內、周圍、其上及其下所有其他結構項件、和「第XII期政府樓宇」之下所有結構樓板，連同該處內部及其下的排水系統和嵌裝或懸掛於行車道地板或結構樓板的截油器（如有）；

「第XII期公用地方」指擬供「第XII期」多個組成部分各「業主」共用或共享而非僅單一組成部分「業主」專享的「第XII期」地方，即「第XII期停車場」、「第XII期住宅發展項目」及「第XII期政府樓宇」，其中包括但不限於「車站綜合大樓」的「地下鐵路車廠」（釋義以「批地文件」所訂為準）現有天台上和「第XII期」興建的建築物3樓下之範圍、「第XII期」興建的建築物7樓下的外牆、「第XII期物件」的一部分、有蓋園景區的一部分（在「副公契」所夾附之公用地方圖則以藍色虛線標明，僅供識別用途）、平台、行車道、行車道上部分、中空空間、樓梯、卸貨地、走廊和開放通道、3樓、5樓和6樓穿梭電梯大堂、夾層穿梭電梯大堂上部分、電掣房、電掣房上部分、電房、垃圾及物料回收室、垃圾及物料回收室上部分、垃圾收集停車位、保安室、油箱室、變壓器室、變壓器室上部分、應急發電機房、應急發電機房上部分、空調機房、空調機範圍、電錶室、防護走廊、燃氣閥室、灑水控制閥和水簾控制閥室、灑水運轉泵及水箱房、灑水水箱及泵房、灑水水箱房、特低電壓房、特低電壓房上部分、消防栓泵房、水箱、消防水箱、灌溉水泵房、灌溉水箱、沖洗水泵房、沖洗水泵房上部分、沖廁水泵房、沖廁水泵房上部分、主水錶房、電信網絡服務引入、管道、消防控制室、消防控制室上部分、飲用水水泵房、「第XII期行人道」一部分而位於3樓之有蓋行人道(CPW3)、花灑水箱、升降機井、升降機槽、管理辦公室、衛生間、儲藏室、茶水間、暢通易達而無分性別的洗手間、更衣室、部分綠化區（包括但不限於垂直綠化（在「副公契」所夾附的公用地方圖則以紫色虛線顯示，僅供識別用途）、花槽和草坪（在「副公契」所夾附的公用地方圖則以黃色加黑點顯示，僅供識別用途）、低重量上蓋以及「第XII期」內並非「第XII期」個別組成部分「業主」專用之《建築物管理條例》（香港法例第344章）附表1所列明之所有其他公眾地方。「第XII期公用地方」在「副公契」所夾公用地方附圖則以黃色及黃色加黑點顯示，僅供識別用途；

「第XII期公用服務與設施」指現已或將會在「第XII期」內、上或下建造擬供「第XII期」多個組成部分共用的服務與設施，即「第XII期停車場」、「第XII期住宅發展項目」及「第XII期政府樓宇」，其中包括但不限於「第XII期物件」的一部分、污水管、溝渠、排水渠、水道、水景特色、井、水管及管槽；泵、水箱及衛生配件；電線、電纜、電力裝置、配件、設備與器具；公共天線、衛星天線及有線電視接收、分導和相關設備；防火及滅火系統、工具及設備；保安系統、電訊系統工具及設備、垃圾處置設備；電梯；空調及風機；建築特色以及安裝於「第XII期」內或專為該處而使用或設置供「第XII期」用作生活便利設施而非「第IX期」任何單一組成部分專享的任何其他裝置、系統、機器、設備、器具、配件、服務及設施，但不包括「第XII期內非車站發展項目公用服務與設施」所有的任何事物、「第XII期住宅公用服務與設施」及「第XII期停車場公用服務與設施」。

「副公契」D節第14條：

「第XII期」的「單位」「業主」（「第XII期政府樓宇」的「業主」除外）應以由「經理人」執行的方式負責維護、管理和修理「第XII期物件」，且倘因不依照前文規定維護、管理和修理「第XII期物件」而導致或構成任何人身或財產損失或損害，以致引起任何訴訟、法律程序、索償及索求，須向「財政司司長法團」及「政府」作出賠償並確保彼等免責。

「副公契」「第二附錄」第I部分第5條：

(a) 除「主公契」第二附錄第I部分第2條下訂定之權利外，「財政司司長法團」、其承租人、租客、獲許可人及獲授權人士、及「第XII期政府樓宇」或其任何部分當其時之「業主」或佔用人有「署長」視作必需或適宜之所有其他權利、特權和地役權。

(b) 在不影響「主公契」第二附錄第I部分第1(b)段規定之概括性的情況下且受限於「副公契」D節第14條，位於「地盤D」內及緊貼「第XII期政府樓宇」天台板下及承托「第XII期政府樓宇」和部分「非車站發展項目公用地方」之樑（包括其外飾面和蓋板（如有））和所有結構柱（包括其外飾面和蓋板（如有））（其屬「第XII期內非車站發展項目公用地方」一部分））提供予「第XII期政府樓宇」的「業主」之側面支和垂直支承權。

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

4. 往返「港鐵車站」之出入地方

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

「批地文件」之相關條款：

第(40)條批地特別條款：

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

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

「主公契」I節第1(b)(vii)條

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」J節第1(d)條：

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

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

在切實可行範圍內盡量顯示「承批人」劃為往返「港鐵車站」出入地方位置之圖則已載於本節末頁。（見圖一至圖二十七及圖二十九至圖三十四）

5. 公眾休憩用地

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

「批地文件」之相關條款：

第(52)(b)及(c)條批地特別條款：

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

(c) 「公眾休憩用地」將免費開放（除非事前獲康樂及文化事務署署長書面批准除外）予公眾作任何性質的合法用途。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義：

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

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

「主公契」E節第8(c)(ii)條：

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

(ii) 「公眾休憩用地」；

「主公契」E節第8(e)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」J節第1(z)條：

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

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

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。（見圖一、圖十六、圖二十二、圖二十八及圖三十至圖三十四）

6. 擬建行人天橋相關結構

「批地文件」第(53)條批地特別條款訂明，「承批人」應在搭建、提供和建造「擬建行人天橋相關結構」後負責維修該處。

「批地文件」之相關條款：

第(53)條批地特別條款：

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

(iv) 如「署長」發出通知，「承批人」或該地段現任經理人或根據《建築物管理條例》（香港法例第344章）成立之該地段「業主立案法團」應自費以「署長」全面滿意的方式執行所有必要工程，以按「署長」規定或批准，暫時封閉現已或將會建於該地段連接「擬建行人天橋」的任何一座或多座建築物的通道口。暫時封閉通道口涉及的所有必要維修工程將由「承批人」負責（僅不包括「財政司司長法團」），此外並須令「署長」滿意；

(vi) 在本文協定整個批租年期內，「承批人」應時刻遵從「署長」制訂的任何規定准許公眾免費及自由地通過該地段或其任何部分或該處任何建築物或部分建築物或部分建築物通行、往返、出入、上落及行經附屬或從屬於該處的「擬建行人天橋」及「擬建行人天橋相關結構」，藉此往返該地段的公用地方和往返該地段及毗鄰地段與「政府」官地外的地面公共行人路，以作所有合法用途。

「公契」之相關條款：

「主公契」B節之「行人天橋相關結構」和「非車站發展項目公用地方」釋義：

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

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

「主公契」「第二附錄」第II部分第2(b)條：

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

「主公契」I節第1(b)(vii)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」J節第1(d)條：

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

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

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

7. 「24小時行人走道」

「批地文件」第(53)(b)條批地特別條款訂明，「承批人」應以「署長」滿意的方式維修「24小時行人走道」，以保持其維修充足及狀態良好。

「批地文件」之相關條款：

第(53)(b)(iii)、(iv)及(v)條批地特別條款：

(iii) 「承批人」（僅不包括「財政司司長法團」）應在本文協定的整個批租年期內自費維修本批地特別條款訂明須提供的分段行人路或行人道（連同該處之樓梯、斜路、照明裝置及自動扶梯），以保持其充足維修及良好狀態，令「署長」滿意；

(iv) 「承批人」應自費以「署長」全面滿意的方式提供一條內淨闊度為不少於4.5米的有蓋行人道，以連接「擬建行人天橋」及「有蓋行人天橋」（釋義以批地文件第(54)(a)條批地特別條款所訂為準）；

(v) 「承批人」應在本文協定的整個批租年期內保持本批地特別條款(b)(iv)款訂明須提供的行人走道每日24小時開放予公眾使用，以便公眾免費及暢通無阻地通行；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

「主公契」E節第8(c)(iii)條：

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

(iii) 24小時有蓋行人走道（「批地文件」第(53)(b)(iv)條批地特別條款所載）、「有蓋行人天橋」（釋義以「批地文件」第(54)(a)條批地特別條款所訂為準）、「內部交通系統」（釋義以「批地文件」第(60)(a)條批地特別條款所訂為準）、緊急救援車輛通道（「批地文件」第(60)(f)條批地特別條款所載）及「照明系統」（釋義以「批地文件」第(60)(g)條批地特別條款所訂為準）各部分。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部分：

(1) 不納入任何「發展期」邊界範圍內；

(2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部分；及

(3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部分。

「主公契」E節第8(e)條：

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

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

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

「主公契」J節第1(d)及(z)條：

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

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

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

在切實可行範圍內盡量顯示「24小時行人走道」位置之圖則已載於本節末頁。（見圖一至圖二十七及圖二十九至圖三十四）

8. 「有蓋行人天橋」

「批地文件」第(54)條批地特別條款訂明，「承批人」（僅不包括「財政司司長法團」）應以「署長」全面滿意的方式管理和維修「有蓋行人天橋」，以保持其充足維修及良好狀態，並時刻提供照明，直至「有蓋行人天橋」根據第(54)(h)條批地特別條款交還「政府」為止。

「批地文件」之相關條款：

第(54)條批地特別條款：

(f) 「承批人」（僅不包括「財政司司長法團」）應自費以「署長」全面滿意的方式管理和維修「有蓋行人天橋」，以保持其充足維修及良好狀態，並時刻提供照明，直至「有蓋行人天橋」根據本批地特別條款(h)款交還「政府」為止；

(h) 「承批人」（僅不包括「財政司司長法團」）必須在「署長」通知時將「有蓋行人天橋」或其任何部分交還「政府」，而「政府」毋須向「承批人」支付任何費用或補償，惟「政府」概無責任必須應「承批人」要求收回「有蓋行人天橋」或其任何部分，「政府」可在其視為恰當的時間才收回「有蓋行人天橋」。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

「主公契」E節第8(c)(iii)條：

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

(iii) 24小時有蓋行人走道「（批地文件」第(53)(b)(iv)條批地特別條款所載）、「有蓋行人天橋」（釋義以「批地文件」第(54)(a)條批地特別條款所訂為準）、「內部交通系統」（釋義以「批地文件」第(60)(a)條批地特別條款所訂為準）、緊急救援車輛通道（「批地文件」第(60)(f)條批地特別條款所載）及「照明系統」（釋義以「批地文件」第(60)(g)條批地特別條款所訂為準）各部分。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60) (f)及(60)(g)(i)條批地特別條款分別訂明，此等部分：

(1) 不納入任何「發展期」邊界範圍內；

(2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部分；及

(3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部分。

「主公契」E節第8(e)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

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

「主公契」J節第1(z)條：

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

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

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

9. 往返「室內康樂中心」之地方

「批地文件」第(66)條批地特別條款訂明，「承批人」應在將軍澳市地段第70號A段的「室內康樂中心」投入服務後允許公眾完全免費地自由通行、進出、往返及通越將軍澳市地段第70號餘段，以便出入「室內康樂中心」。

「批地文件」之相關條款：

第(66)條批地特別條款：

(b) 「室內康樂中心」投入服務後，「承批人」應允許公眾自由及完全免費地進入、行經及往返該地段「餘段」，以便出入「室內康樂中心」；

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

「主公契」E節第18條：

「業主」應在「政府」通知時按「政府」規定，於「批地文件」生效期內免費授予將軍澳市地段第70號A段各業主及彼等之繼承人、受讓人、傭僕、代理、受許可人、租客及合法佔用人（與所有其他具有同等權利之人等共享）所有必要通行權、地役權或準地役權（包括但不限於使用任何道路、通道、行人徑、行人道、行人天橋、隧道、花園、休憩用地、明渠及下水道、污水處理裝置及設施、垃圾收集及處理地方與設施、排水系統及 氣體、食水、電力儲存、變壓及供應系統之權利）及支撐權，以及透過現已或將會鋪設於「該土地」或該處任何建築物、構築物及搭建物或其任何部分內、上、下或經越該處的任何溝渠、水管、電線、電纜、污水管、排水渠、管槽、排煙管、管道、水道及其他導體輸送煤氣、電力、水、污物、排水、空氣、煙霧或其他污水，以及供應電話線、冷卻水及其他服務，以作關乎完善使用與享用將軍澳市地段第70號A段及現已或將會建於該處任何建築物的所有用途。茲「經理人」現獲例外保留本「公契」「第二附錄」第II部分第2(e)條具體訂明之權利，「港鐵」則獲例外保留本「公契」「第二附錄」第II部分第3(z)條具體訂明之權利，以便授予上述的通行權、地役權或準地役權、支撐權和輸送供應各服務與設施。然而，「經理人」及「港鐵」授予上述通行權、地役權或準地役權、支撐權和輸送供應各服務與設施時概不可妨礙「政府樓宇」的使用與享用。

「主公契」「第二附錄」第II部分第2(e)條：

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

「主公契」「第二附錄」第II部分第3(z)條：

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

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

在切實可行範圍內盡量顯示「室內康樂中心」的位置之圖則已載於本節末頁。(見圖一至圖二十七及圖二十九至圖三十四)

10. 「棕色範圍」

「批地文件」第(99)條批地特別條款訂明，「承批人」應以「署長」全面滿意的形式保養、管理、維修及修理「棕色範圍」，以保持其維修充足及狀態良好，直至「棕色範圍」或其任何部分連同於該處提供及安裝的所有構築物及服務之佔管權根據第(99)(c)條批地特別條款交回「政府」為止。

「批地文件」之相關條款：

第(99)條批地特別條款：

(a) 「承批人」應：

(ii) 自費以「署長」全面滿意的形式保養、管理、維修及修理「棕色範圍」，以保持其充足維修及良好狀態，直至「棕色範圍」或其任何部分連同於該處提供及安裝的所有構築物及服務根據本批地特別條款(c)款交回「政府」為止。

「公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

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

「主公契」E節第8(c)(i)條：

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

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

「主公契」E節第8(e)條：

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

「主公契」H節第1(a)條：

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

「主公契」I節第1(a)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」I節第4(b)條：

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

「主公契」J節第1(z)條：

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

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

在切實可行範圍內盡量顯示「棕色範圍」位置之圖則已載於本節末頁。（見圖一）

11. **「黃色間黑斜線範圍」**

「批地文件」第(100)條批地特別條款訂明，「承批人」應以「署長」全面滿意的形式保養、管理、維修及修理「黃色間黑斜線範圍」，以保持其充足維修及良好狀態，直至「黃色間黑斜線範圍」或其任何部分連同於該處提供及安裝的所有構築物及服務之佔管權根據第(100)(c)條批地特別條款交回「政府」為止。

「批地文件」之相關條款：

第(100)條批地特別條款：

(a) 「承批人」應：

(ii) 自費以「署長」全面滿意的形式保養、管理、維修及修理「黃色間黑斜線範圍」，以保持其充足維修及良好狀態，直至「黃色間黑斜線範圍」或其任何部分連同於該處提供及安裝的所有構築物及服務之佔管權根據本批地特別條款(c)款交回「政府」為止。

「主公契」之相關條款：

「主公契」B節之「外圍地方」釋義：

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

「主公契」E節第8(c)(i)條：

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

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

「主公契」E節第8(e)條：

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

「主公契」H節第1(a)條：

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

「主公契」I節第1(a)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

「主公契」I節第4(b)條：

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

「主公契」J節第1(z)條：

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

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

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

12. 內部交通系統

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

「批地文件」之相關條款：

第(60)條批地特別條款：

(a) 「承批人」應以「署長」全面滿意的方式，自費在該地段內一個或多個地點的任何樓層建造一個道路系統，包括道路、行人天橋、行人道、樓梯、單車徑、載客電梯、自動扶梯、斜路、客貨上落車位及其他交通設施，設計及規格以「署長」規定為準（以下統稱「內部交通系統」），以供行人及車輛流通，包括但不限於運輸署署長指定之的士、專營巴士、公共小巴及旅遊巴士。計算本文第(16)(e)條批地特別條款訂明的樓面總面積時，「內部交通系統」不會連計在內；

(b) 受限於運輸署署長及警務處處長不時作出的指示，以及「政府」與「承批人」現已或將會訂立之任何營運、管理及維修協議，以及現行和未來法例以「附例」訂明的授權，「承批人」（僅不包括「財政司司長法團」）須按其視為必要而運作、管理及維修「內部交通系統」及作出交通管理安排，包括架設交通標誌及交通燈號，以遵守此等「批地條款」，惟本條規定概不構成分授任何條例下任何法定權力或責任；

(c) 「承批人」（僅不包括「財政司司長法團」）應自費以「署長」全面滿意的方式在「內部交通系統」內提供「署長」規定的街燈，並於本文協定批授的整個年期內自費為「內部交通系統」提供照明及維持照明充足，以令「署長」滿意。倘「承批人」不履行本條所訂的任何責任，「政府」可自行 提供街燈及保持「內部交通系統」照明充足，費用由「承批人」承擔。「承批人」必須在接獲通知時向「政府」支付「署長」釐定的費用；

(d) 「承批人」應允許該地段各「不分割份數」業主及彼等授權的其他人等或受讓人於任何時間不論駕車與否免費通行及進出本批地特別條款(a)款所訂各道路、後巷、行人路、行人天橋、行人道、樓梯及單車徑，以及往返「任何地盤」，以作任何合法用途；

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

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」釋義：

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

「主公契」E節第8(c)(iii)條：

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

(iii) 24小時有蓋行人走道（「批地文件」第(53)(b)(iv)條批地特別條款所載）、「有蓋行人天橋」（釋義以「批地文件」第(54)(a)條批地特別條款所訂為準）、「內部交通系統」（釋義以「批地文件」第(60)(a)條批地特別條款所訂為準）、緊急救援車輛通道（「批地文件」第(60)(f)條批地特別條款所載）及「照明系統」（釋義以「批地文件」第(60)(g)條批地特別條款所訂為準）各部分。「批地文件」第(53)(b)(iii)、(54)(f)、(60)(b)、(60)(f)及(60)(g)(i)條批地特別條款分別訂明，此等部分：

(1) 不納入任何「發展期」邊界範圍內；

(2) 不屬於「住宅發展項目公用地方」或「住宅發展項目公用服務與設施」一部分；及

(3) 不屬於「第一期額外期公用地方」或「第一期額外期公用服務與設施」一部分。

「主公契」E節第8(e)條：

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

「主公契」H節第1(a)條：

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

「主公契」I節第1(a)條：

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

「主公契」I節第1(b)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

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

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

「主公契」J節第1(d)及(z)條：

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

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

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

「副公契」B節之「第XII期行人道」、「第XII期內非車站發展項目公用地方」及「第XII期公用地方」釋義：

「第XII期行人道」指「第XII期」內建造的構成「批地文件」第(60)(a)條批地特別條款所載的「內部交通系統」一部分的位於「第XII期政府樓宇」上的天台平台之有蓋行人道（連同其附屬樓梯、斜道和梯台）和3樓之有蓋行人道(CPW3)；其在「第XII期」內並處於「第XII期內非車站發展項目公用地方」和「第XII期公用地方」中的位置，在「副公契」所夾附的公用地方圖則以紅色虛線標明。

「第XII期內非車站發展項目公用地方」指位於「第XII期」（見「副公契」定義）擬供「非車站發展項目」「業主」使用或共享而非個別「發展期」任何「業主」專享的「非車站發展項目公用地方」部分，其中包括但不限於行人道、位於「地盤D」內及緊貼「第XII期政府樓宇」天台板下及承托「第XII期政府樓宇」和部分「非車站發展項目公用地方」之樑（包括其外飾面和蓋板（如有））和所有結構柱（包括其外飾面和蓋板（如有））、於「第XII期政府樓宇」3樓下的夾層樓板（上述夾層樓板內屬「第XII期政府樓宇」一部分的下沉式坑槽、隔油裝置和服務設施除外）、「第XII期政府樓宇」周圍、其上及其下的雨水管道槽和排氣管道、「第XII期政府樓宇」上之天台平台（包括硬面鋪砌平台、其防水系統、排水系統、金屬欄柵、避雷器和附屬構築物）、包圍庭園入口和「第XII期政府樓宇」上之天台平台的防護欄障、和屬「第XII期行人道」一部分而位於「第XII期政府樓宇」上之天台平台的有蓋行人道（連同其附屬樓梯、斜道和梯台）；「第XII期內非車站發展項目公用地方」在「副公契」所夾公用地方附圖則以橙色顯示，僅供識別用途。

「第XII期公用地方」指擬供「第XII期」多個組成部分各「業主」共用或共享而非僅單一組成部分「業主」專享的「第XII期」地方，即「第XII期停車場」、「第XII期住宅發展項目」及「第XII期政府樓宇」，其中包括但不限於「車站綜合大樓」的「地下鐵路車廠」（釋義以「批地文件」所訂為準）現有天台上和「第XII期」興建的建築物3樓下之範圍、「第XII期」興建的建築物7樓下的外牆、「第XII期物件」的一部分、有蓋園景區的一部分（在「副公契」所夾附之公用地方圖則以藍色虛線標明，僅供識別用途）、平台、行車道、行車道上部分、中空空間、樓梯、卸貨地、走廊和開放通道、3樓、5樓和6樓穿梭電梯大堂、夾層穿梭電梯大堂上部分、電掣房、電掣房上部分、電房、垃圾及物料回收室、垃圾及物料回收室上部分、垃圾收集停車位、保安室、油箱室、變壓器室、變壓器室上部分、應急發電機房、應急發電機房上部分、空調機房、空調機範圍、電錶室、防護走廊、燃氣閥室、灑水控制閥和水簾控制閥室、灑水運轉泵及水箱房、灑水水箱及泵房、灑水水箱房、特低電壓房、特低電壓房上部分、消防栓泵房、水箱、消防水箱、灌溉水泵房、灌溉水箱、沖洗水泵房、沖洗水泵房上部分、沖廁水泵房、沖廁水泵房上部分、主水錶房、電信網絡服務引入、管道、消防控制室、消防控制室上部分、飲用水水泵房、「第XII期行人道」一部分而位於3樓之有蓋行人道(CPW3)、花灑水箱、升降機井、升降機槽、管理辦公室、衛生間、儲藏室、茶水間、暢通易達而無分性別的洗手間、更衣室、部分綠化區（包括但不限於垂直綠化（在「副公契」所夾附的公用地方圖則以紫色虛線

顯示，僅供識別用途）、花槽和草坪（在「副公契」所夾附的公用地方圖則以黃色加黑點顯示，僅供識別用途）、低重量上蓋以及「第XII期」內並非「第XII期」個別組成部分「業主」專用之《建築物管理條例》（香港法例第344章）附表1所列明之所有其他公眾地方。「第XII期公用地方」在「副公契」所夾公用地方附圖則以黃色及黃色加黑點顯示，僅供識別用途。

「副公契」「第二附錄」第II部分第2條：

除「批地文件」條款另有限制外，「份數」的「業主」及其所授權之其他人士或其轉讓人於所有時間及作所有合法用途及無須付費地由「任何地盤」（釋義以「批地文件」第(1)(b)條批地特別條款所訂為準）進出及往返構成「第XII期內非車站發展項目公用地方」一部分的「第XII期行人道」和「第XII期公用地方」。

在切實可行範圍內盡量顯示「內部交通系統」位置之圖則已載於本節末頁。（見圖一至圖二十七及圖二十九至圖三十四）

關於上述B段所述的設施及休憩用地，此等設施或休憩用地必須由「發展期」住宅物業各業主自費管理、運作或維修，而該等業主應透過相關住宅物業應攤付的管理開支按比例分擔管理、運作或維修此等設施或休憩用地的費用。

C. 「批地文件」指定由「期數」中的住宅物業擁有人出資管理、營運或維修供公眾使用的休憩用地之大小

「批地文件」訂明由「發展期」住宅物業擁有人出資管理、營運或維修供公眾使用的休憩用地之面積為不少於2.3公頃。

「批地文件」之相關條款：

第(52)(a)(ii)、(b)及(c)條批地特別條款：

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

(ii) 現已或將會在該地段及「黃色範圍」內按「署長」規定提供的若干公眾休憩用地，總面積不少於2.3公頃（以下簡稱**「公眾休憩用地」**）。「承批人」應在「公眾休憩用地」進行園景美化工程，包括在「署長」批准的樓層以其批准的標準及設計種植灌叢樹木和建造單車徑，並於「進出黃色範圍部分的權利」（釋義以第(7)(l)條批地特別條款所訂為準的終止之日起計24個曆月內或「署長」指定的其他日期建成並適宜使用。「公眾休憩用地」的動態及靜態康樂用途比率為2比3，須按「署長」規定定址、平整、保養、園景美化、植披、處理並提供設備與設施，以令「署長」全面滿意。「署長」就何謂動態及靜態康樂用途所作的決定將作終論 並對「承批人」約束；

(b) 遵從本文第(7)(h)(ii)條批地特別條款規定，於本文協定的整個年批租期內，「承批人」須自費維修「公眾休憩用地」及「鄰舍休憩用地」，以保持其充足維修及良好狀態，令「署長」全面滿意；及

(c) 「公眾休憩用地」將免費開放（除非事前獲康樂及文化事務署署長書面批准除外）予公眾作任何性質的合法用途。

「公契」之相關條款：

「主公契」B節之「非車站發展項目公用地方」及「公眾休憩用地」釋義：

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

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

「主公契」E節第8(c)(ii)條：

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

(ii) 「公眾休憩用地」；

「主公契」E節第8(e)條：

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

「主公契」I節第1(b)(xvi)條：

1(b) 茲毋損前文之一般規定，「經理人」具有以下權力與職責：

(xvi) 檢驗、保養、管理、維修、清潔、修理和園景美化（包括但不限於種植、移植及再植灌叢和樹木）（視乎情況而定）位於「該土地」邊界內外，而「批地文件」條款訂明「該土地」「承批人」（釋義以「批地文件」所訂為準）必須保養、管理、維修、清潔、修理或園景美化的所有地方（包括「外圍地方」）和在該處安裝及提供的構築物及服務和在該處種植的灌叢樹木（視乎情況而定）（除非「批地文件」已訂明有關責任由身為「該

土地」原承批人即「港鐵」本身執行和履行而不涉及其繼承人及受讓人則屬例外），包括但不限於「批地文件」第(7)、(8)、(9)(a)及(b)、(54)、(99)及(100)條批地特別條款訂明的顏色範圍和有蓋行人天橋或「政府」另行就此協議或規定的顏色範圍和有蓋行人天橋。此外並須實施根據「批地文件」第(90)條批地特別條款批核的建議書，以處理任何潛在堆填區氣體及污水滲漏。

「主公契」 J節第1(z)條：

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

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

在切實可行範圍內盡量顯示「公眾休憩用地」位置之圖則已載於本節末頁。（見圖一、圖十六、圖二十二、圖二十八及圖三十至圖三十四）

關於上述C段所述的休憩用地，此等休憩用地必須由「發展期」住宅物業各業主自費管理、運作或維修，而該等業主應透過相關住宅物業應攤付的管理開支按比例分擔管理、運作或維修此等休憩用地的費用。

D. 「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。

關於上述A、B、C及D段所述供公眾使用的設施、休憩用地及該土地部分，公眾有權遵照「批地文件」規定使用此等設施、休憩用地或該土地部分。

備註：

1. 根據一封由地政總署鐵路發展組於2020年10月14日發出的信件（**「該信件」**），在香港鐵路有限公司（即擁有人）接納該信件之條款為前提下，批地文件內規定有關以下顏色範圍及政府樓宇完成平整/園景美化或建造（視屬何種情況而定）之日期將被更改如下：

顏色範圍	**於以下日期或之前完成**
「綠色加黑點範圍」	2023年3月31日
「綠色間黑斜線加黑點範圍」(見下方備註4)	2023年3月31日
「綠色間黑十字線範圍」	2021年6月30日
在該地段以北及於圖則I標示為“Elevated Road on Proposed Road L861”的「棕色範圍」	2023年3月31日
「黃色間黑斜線範圍」(見下方備註2及5)	2022年6月30日

政府樓宇	**於以下日期或之前完成**
「永久公共運輸交匯處」	2020年10月15日
「長者社區照顧及支援服務中心樓宇」(見下方備註4)	2023年3月31日
「弱智人士或肢體傷殘人士輔助宿舍」(見下方備註4)	2023年3月31日
「早期教育及訓練中心」(見下方備註4)	2023年3月31日
「公共廁所」	2020年10月15日
「小學」及「中學」(見下方備註 6)	2024年6月30日
「足球場」(見下方備註 6)	2024年6月30日

香港鐵路有限公司已於2020年11月2日接納該信件之條款，而經香港鐵路有限公司簽署確認之該信件已在土地註冊處以文件摘要編號20110401260017註冊。

2. 根據一封由地政總署鐵路發展組於2021年2月4日向香港鐵路有限公司發出的信件，批地文件內規定完成平整/園景美化「黃色間黑斜線範圍」之時限已進一步延至2023年12月31日或地政總署署長可能批准的其他日期。

3. 根據一封由地政總署鐵路發展組於 2021年3月23日向香港鐵路有限公司發出的信件：

(a) 根據第(17)(a)(x)條批地特別條款，「承批人」在接獲「署長」於2021年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須履行有關提供「小學」及「中學」的責任。

(b) 根據第(17)(a)(xi)條批地特別條款，「承批人」在接獲「署長」於2021年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須建造或提供「足球場」連附屬設施。

4. 根據一封由地政總署鐵路發展組於2023年1月5日發出的信件（**「該封信件」**），在香港鐵路有限公司（即擁有人）接納該封信件之條款為前提下，批地文件內規定有關以下顏色範圍及政府樓宇完成平整/園景美化或建造（視屬何種情況而定）之日期將被進一步更改如下：

顏色範圍	**於以下日期或之前完成**
「綠色間黑斜線加黑點範圍」	2023年9月30日

政府樓宇	**於以下日期或之前完成**
「長者社區照顧及支援服務中心樓宇」	2023年9月30日
「弱智人士或肢體傷殘人士輔助宿舍」	2023年9月30日
「早期教育及訓練中心」	2023年9月30日

香港鐵路有限公司已於2023年1月16日接納該封信件之條款，而經香港鐵路有限公司簽署確認之該封信件將在土地註冊處註冊。

5. 根據一封由地政總署鐵路發展組於2023年10月11日向香港鐵路有限公司發出的信件，批地文件內規定完成平整/園景美化「黃色間黑斜線範圍」之時限已進一步延至2024年6月30日或地政總署署長可能批准的其他日期。

6. 根據一封由地政總署鐵路發展組於2023年12月6日發出的信件（**「前述信件」**），在香港鐵路有限公司（即擁有人）接納前述信件之條款為前提下，批地文件內規定有關以下政府樓宇完成建造之日期將被進一步更改如下：

政府樓宇	**於以下日期或之前完成**
「小學」	2027年6月30日
「中學」	2027年6月30日
「足球場」	2027年6月30日

香港鐵路有限公司已於2024年1月2日接納前述信件之條款，而經香港鐵路有限公司簽署確認之前述信件將在土地註冊處註冊。

7. 根據一封由地政總署鐵路發展組於2023年12月7日向香港鐵路有限公司發出的信件：

(a) 根據第(17)(a)(x)條批地特別條款，「承批人」在接獲「署長」於2024年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須履行有關提供「小學」及「中學」的責任。

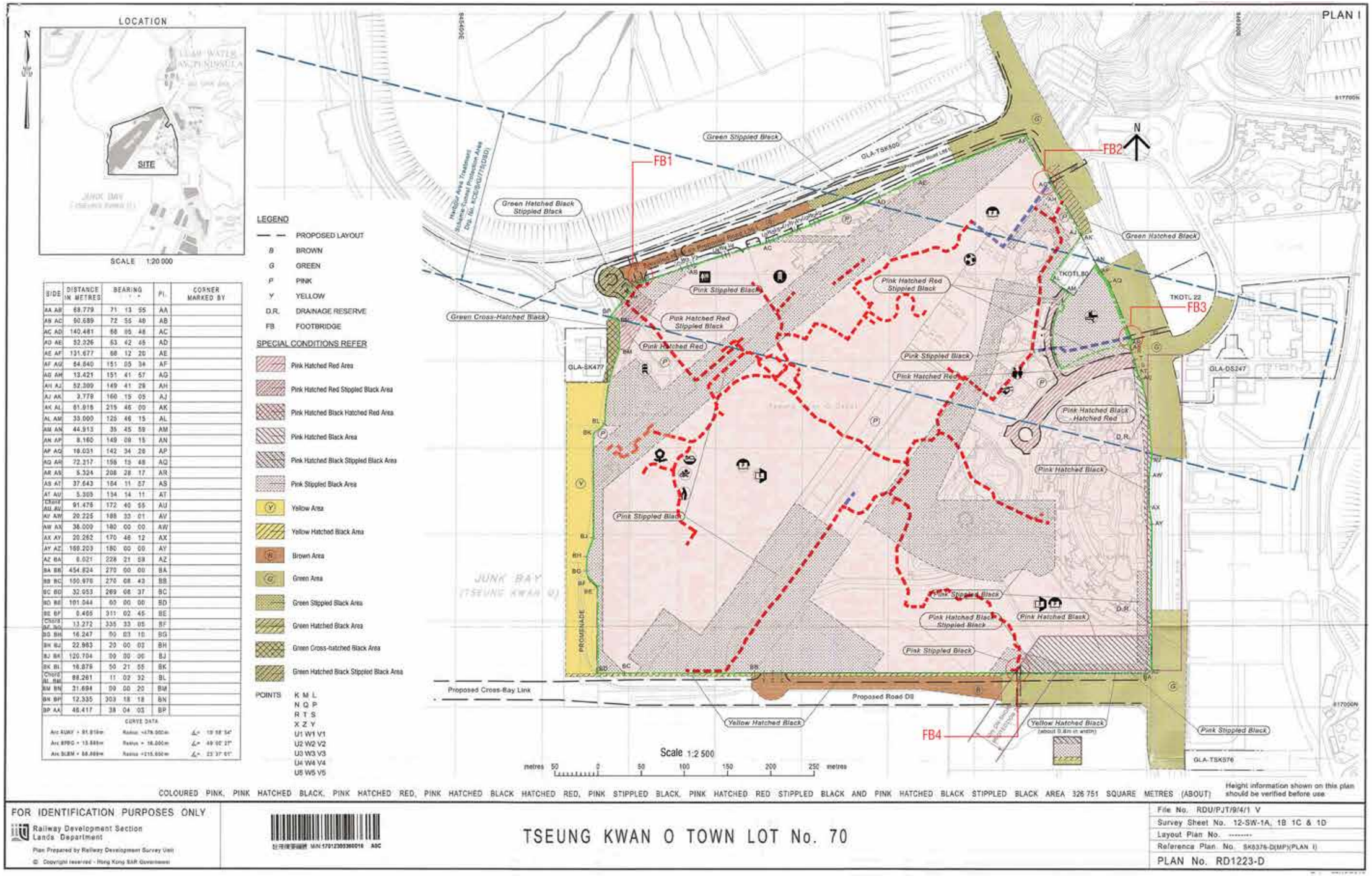
(b) 根據第(17)(a)(xi)條批地特別條款，「承批人」在接獲「署長」於2024年12月31日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須建造或提供「足球場」連附屬設施。

8. 根據一封由地政總署鐵路發展組於 2024 年 12 月 31 日向香港鐵路有限公司發出的信件：

(a) 根據第 (17)(a)(x) 條批地特別條款，「承批人」在接獲「署長」於 2025 年 12 月 31 日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須履行有關提供「小學」及「中學」的責任。

(b) 根據第 (17)(a)(xi) 條批地特別條款，「承批人」在接獲「署長」於 2025 年 12 月 31 日或「署長」全權酌情指定的其他日期或之前發出相關書面通知後，便毋須履行建造及/或提供第 (17)(a)(xi) 條批地特別條款訂明的「足球場」的責任。

圖一 Plan 1



SIDE	DISTANCE IN METRES	BEARING	PI.	CORNER MARKED BY
AA AB	68.779	71 13 55	AA	
AB AC	90.689	72 55 48	AB	
AC AD	140.481	68 05 48	AC	
AD AE	52.326	63 42 45	AD	
AE AF	131.677	68 12 20	AE	
AF AG	84.840	151 05 34	AF	
AG AH	13.421	151 41 57	AG	
AH AJ	52.309	149 41 28	AH	
AJ AK	3.779	160 15 05	AJ	
AK AL	61.918	215 46 00	AK	
AL AM	33.000	125 46 15	AL	
AM AN	44.913	35 45 59	AM	
AN AP	8.160	149 09 15	AN	
AP AQ	18.031	142 34 28	AP	
AQ AR	72.217	158 13 48	AQ	
AR AS	5.324	208 28 17	AR	
AS AT	37.643	164 11 57	AS	
AT AU	5.305	134 14 11	AT	
Chord AU AV	91.476	172 40 55	AU	
AV AW	20.225	188 33 01	AV	
AW AX	36.000	180 00 00	AW	
AX AY	20.262	170 46 12	AX	
AY AZ	169.203	180 00 00	AY	
AZ BA	8.021	228 21 59	AZ	
BA BB	454.824	270 00 00	BA	
BB BC	150.976	270 08 43	BB	
BC BD	32.053	269 08 37	BC	
BD BE	101.044	00 00 00	BD	
BE BF	0.465	311 02 45	BE	
Chord BF BG	13.272	335 33 05	BF	
BG BH	16.247	00 03 10	BG	
BH BJ	22.983	20 00 03	BH	
BJ BK	120.704	00 00 00	BJ	
BK BL	16.879	50 21 55	BK	
Chord BL BM	88.261	11 02 32	BL	
BM BN	31.694	00 00 20	BM	
BN BP	12.335	303 18 18	BN	
BP AA	46.417	38 04 03	BP	

CURVE DATA

Arc AUAV = 91.816m	Radius =478.000m	Δ= 10°58'54"
Arc BPBG = 13.588m	Radius = 16.000m	Δ= 48°00'27"
Arc BJBM = 88.889m	Radius =215.000m	Δ= 23°37'01"

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

Legend 圖例

Yellow Area
黃色範圍

Yellow Hatched Black Area
黃色間黑斜線範圍

Brown Area
棕色範圍

Green Area
綠色範圍

Green Stippled Black Area
綠色加黑點範圍

Green Hatched Black Area
綠色間黑斜線範圍

Green Cross-hatched Black Area
綠色間黑十字線範圍

Green Hatched Black Stippled Area
綠色間黑斜線加黑影範圍

FB1
Covered Footbridge
有蓋行人天橋

Future Footbridge Associated Structures
擬建行人天橋相關結構

Community Hall
社區會堂

Permanent PTI
永久公共運輸交匯處

Temporary PTI
臨時公共運輸交匯處

Centre for Community Care and Support Services for the Elderly
長者社區照顧及支援服務中心

Supported Hostel for Mentally or Physically Handicapped Person
弱智人士或肢體傷殘人士輔助宿舍

Integrated Children and Youth Services Centre
綜合青少年服務中心

Early Education and Training Centre
早期教育及訓練中心

Public Toilet
公共廁所

Primary Schools
小學

Secondary Schools
中學

Soccer Pitch
足球場

Indoor Recreation Centre
室內康樂中心

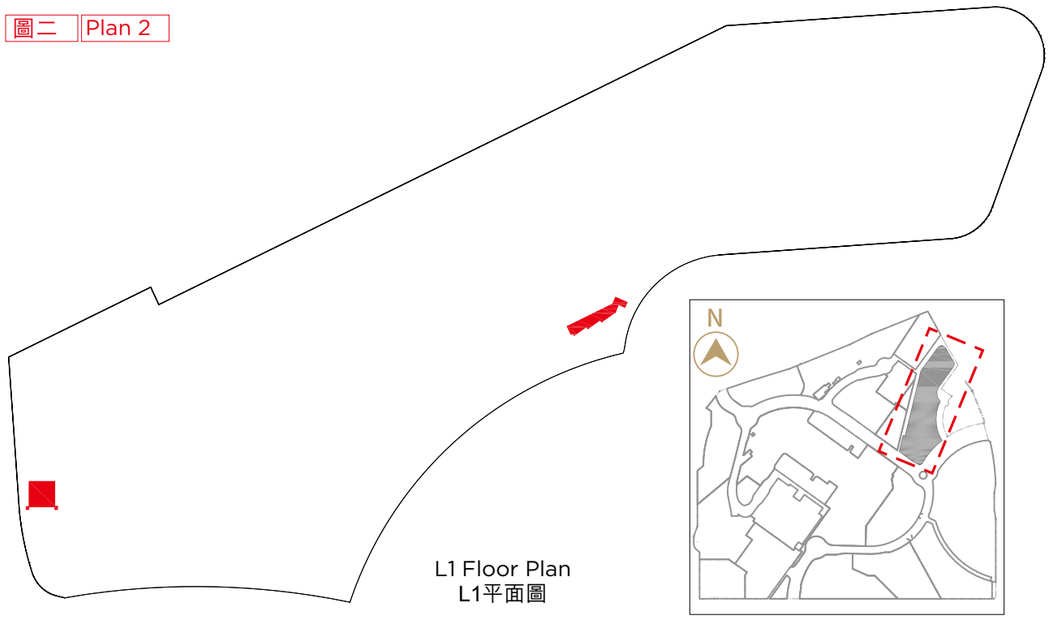
Public Open Space (including Yellow Area) with a total area of not less than 2.3 hectares
公眾休憩用地(包括黃色範圍)，總面積不少於2.3公頃

Boundary of the Development
本發展項目邊界

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

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

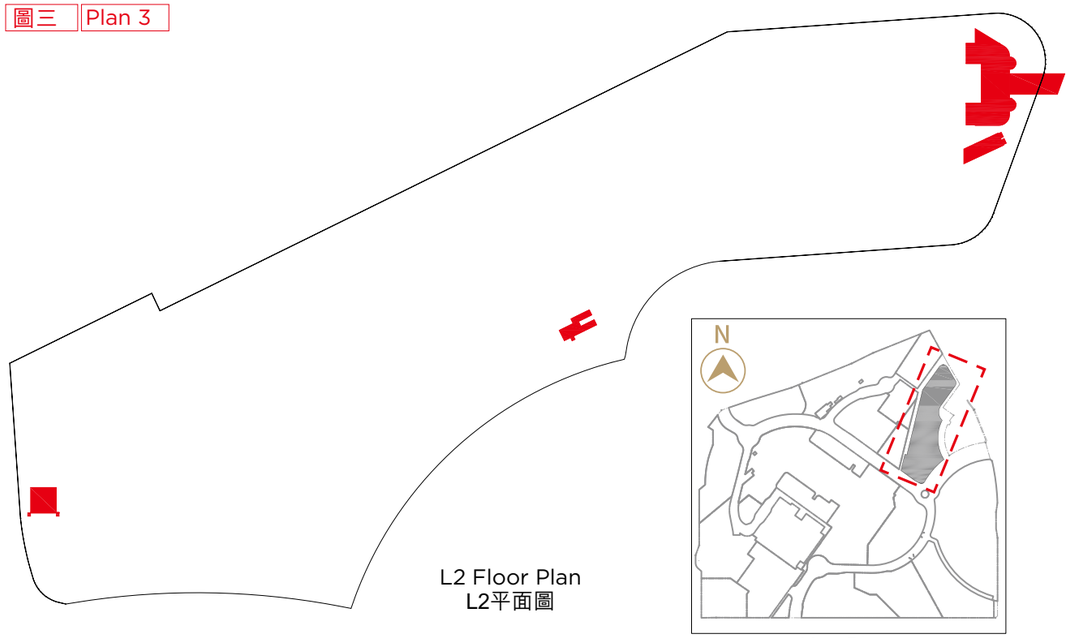
圖二 Plan 2



L1 Floor Plan
L1平面圖

Key Plan
索引圖

圖三 Plan 3



L2 Floor Plan
L2平面圖

Key Plan
索引圖

圖四 Plan 4

L3 Floor Plan
L3平面圖

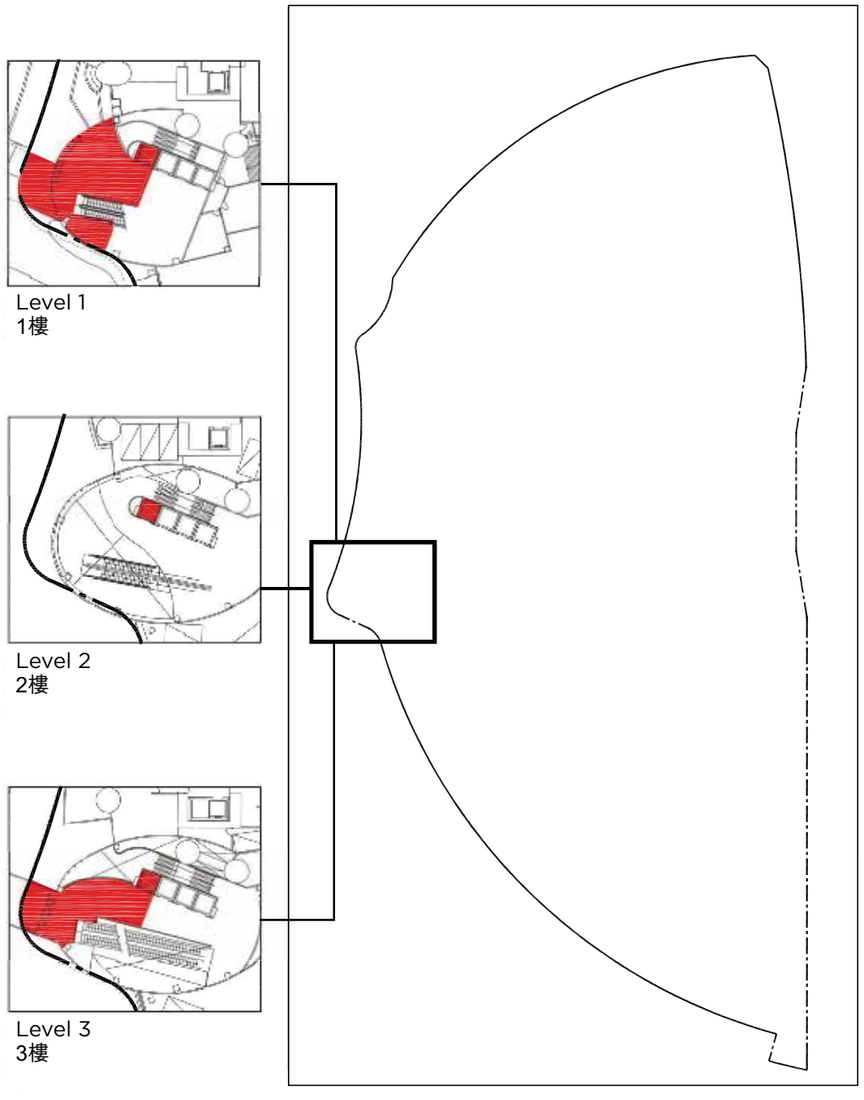
Key Plan
索引圖

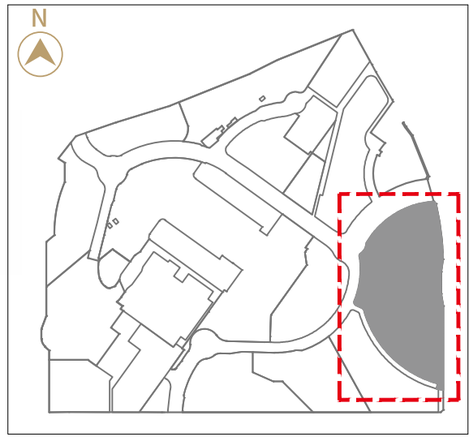
Legend:
圖例 :

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

Scale : 0 20 40 60
比例: Meters 米

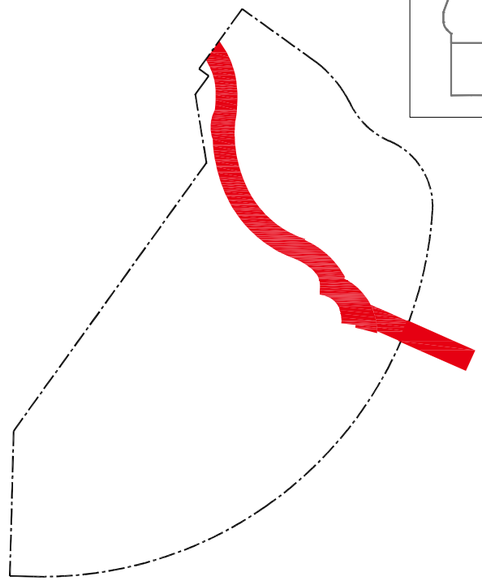
圖五 Plan 5

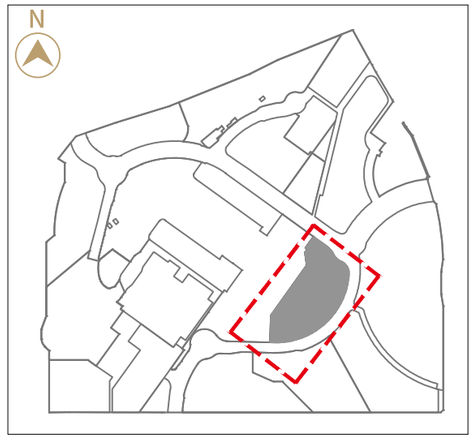




Key Plan
索引圖

圖六 Plan 6





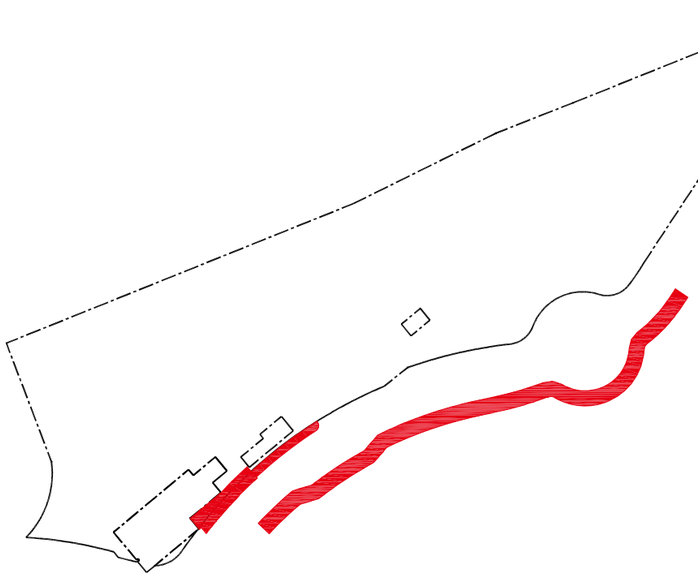
Key Plan
索引圖

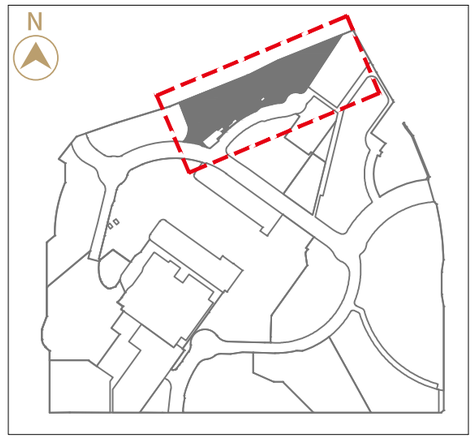
Legend:
圖例：

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

Scale : 0 5 10 15 20
比例: Meters 米

圖七 Plan 7





Key Plan
索引圖

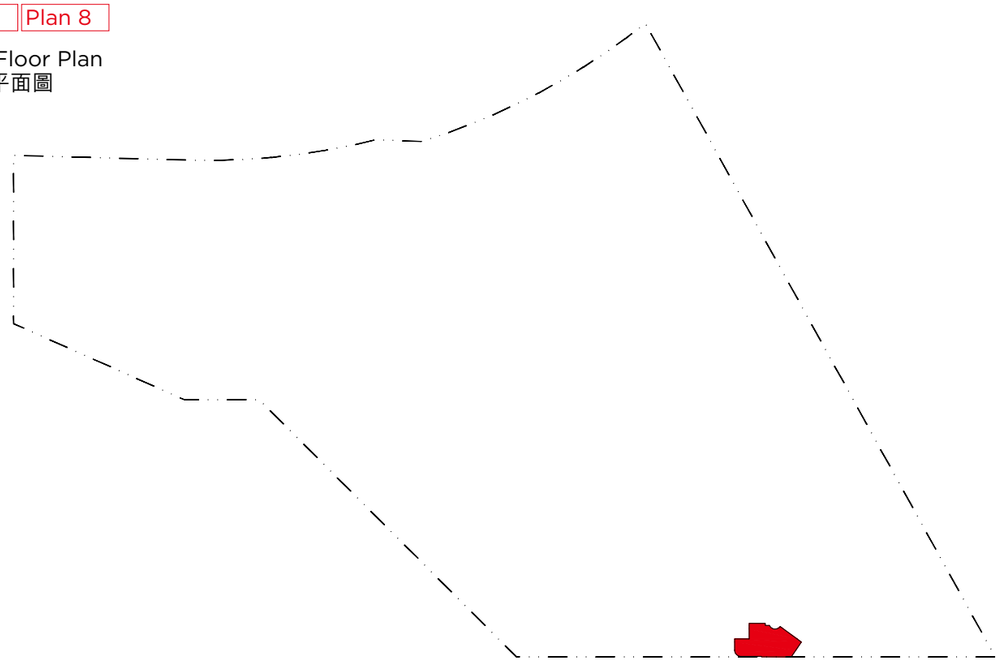
Legend:
圖例：

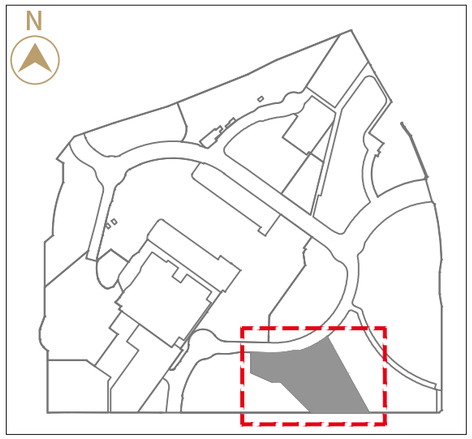
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 20 40 60
比例: Meters 米

圖八 Plan 8

G/F Floor Plan
地下平面圖

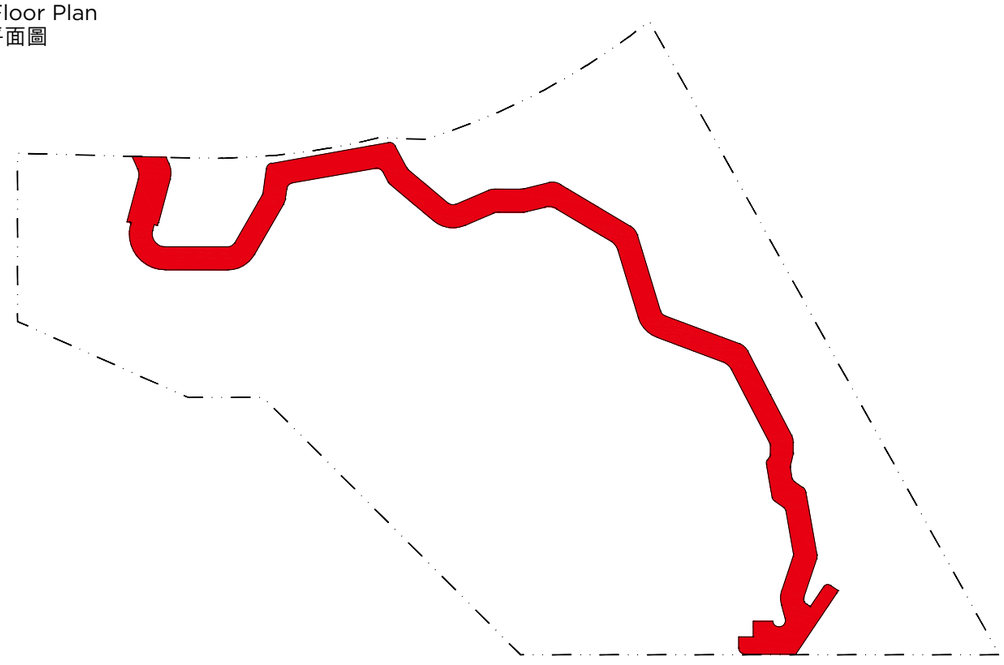




Key Plan
索引圖

圖九 Plan 9

1/F Floor Plan
1樓平面圖



Legend:
圖例：

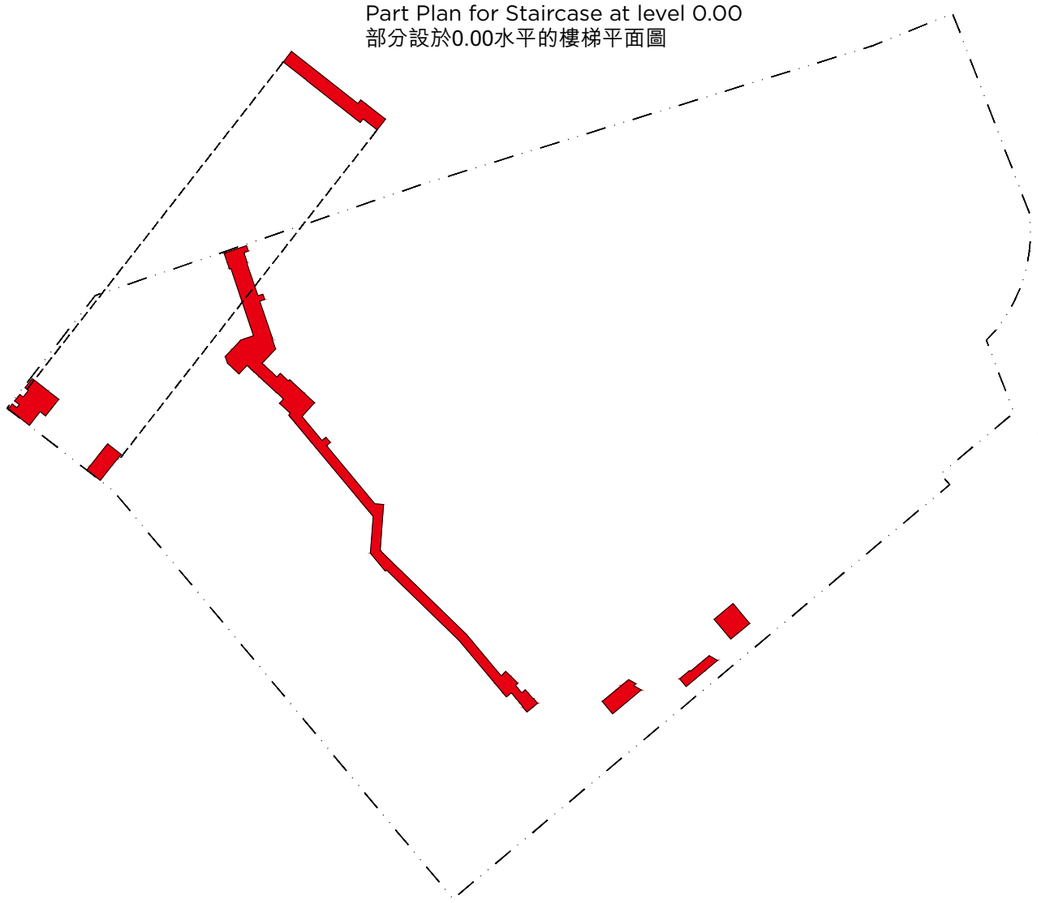
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 20 40 80
比例: Meters 米

圖十 Plan 10

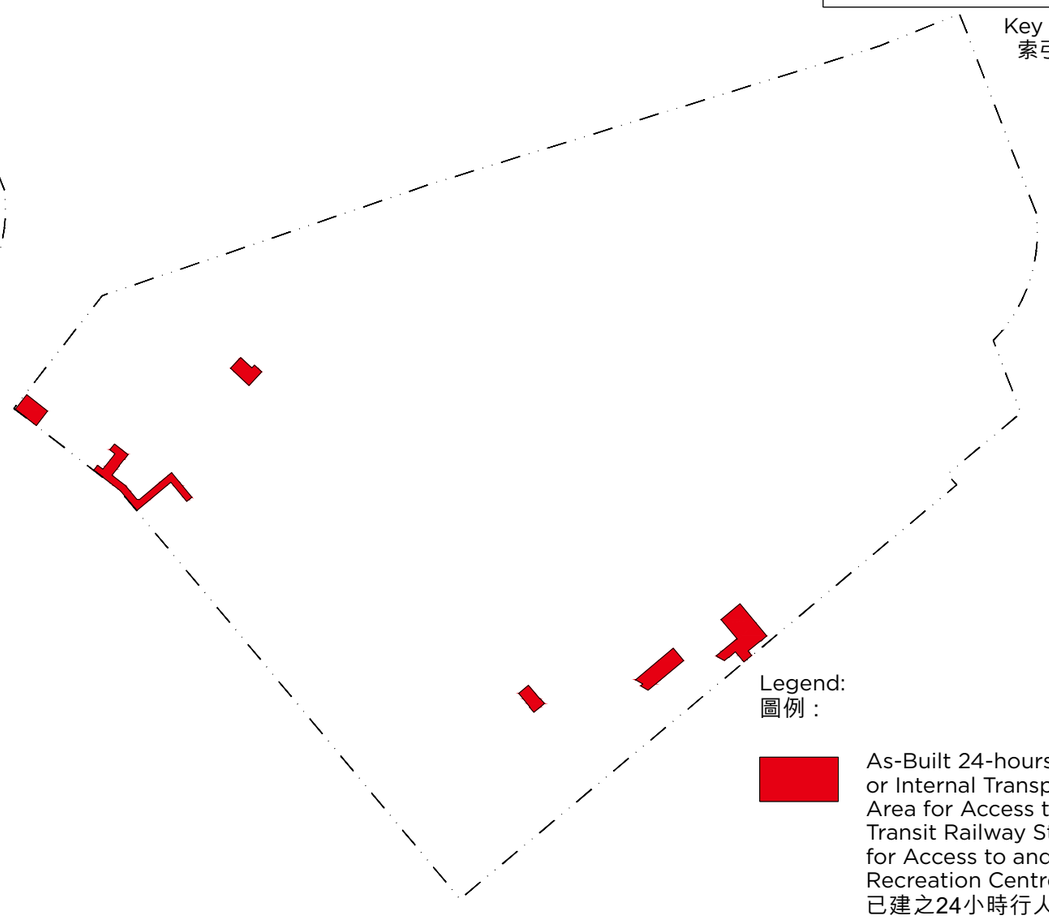
G/F Floor Plan
地下平面圖

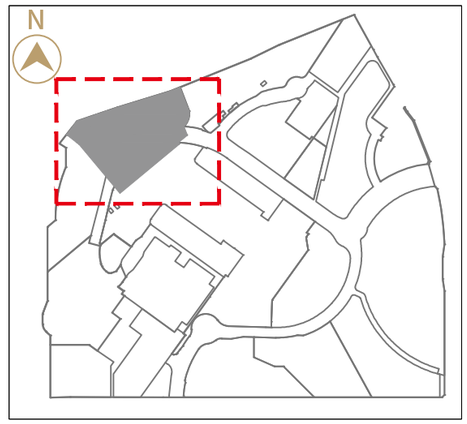
Part Plan for Staircase at level 0.00
部分設於0.00水平的樓梯平面圖



圖十一 Plan 11

1/F Floor Plan
1樓平面圖





Key Plan
索引圖

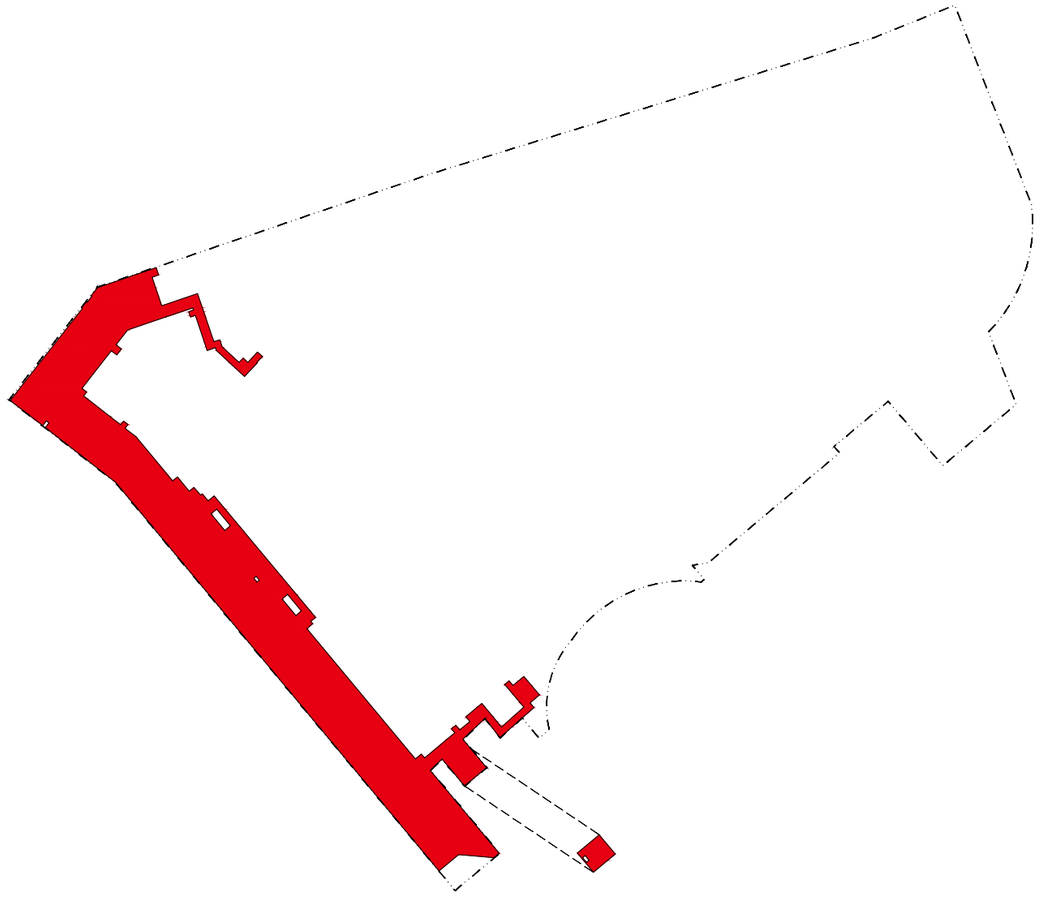
Legend:
圖例：

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

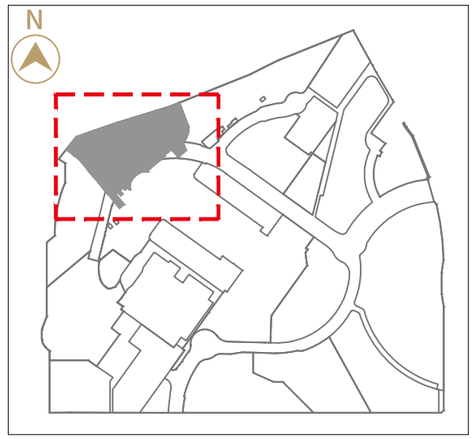
Scale : 0 20 40 80
比例: Meters 米

圖十二 Plan 12

2/F Floor Plan
2樓平面圖



3/F Floor Part Plan
3樓部份平面圖



Key Plan
索引圖

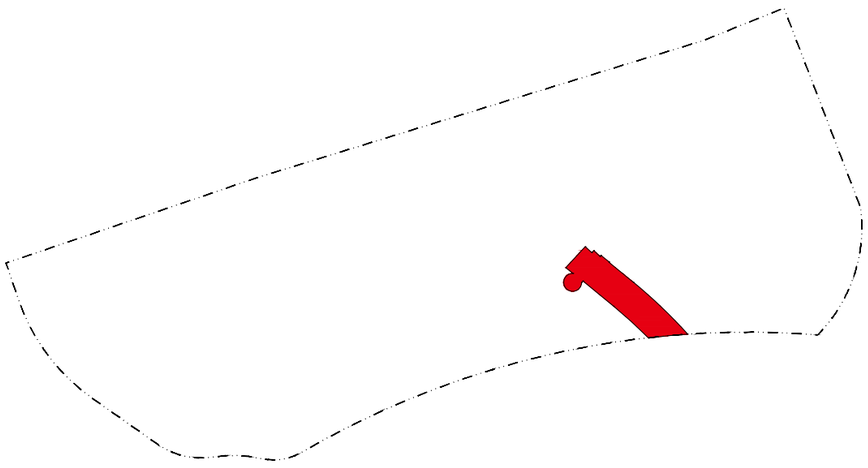
Legend:
圖例：

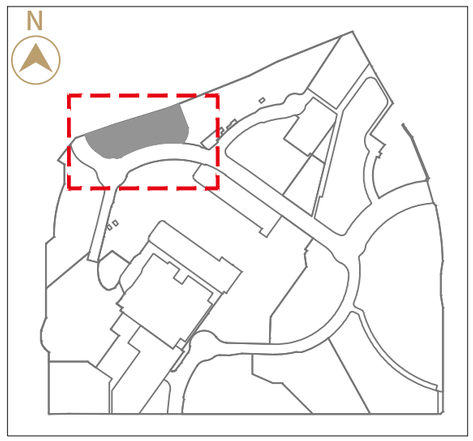
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 20 40 80
比例: Meters 米

圖十三 Plan 13

5/F Floor Plan
5樓平面圖





Key Plan
索引圖

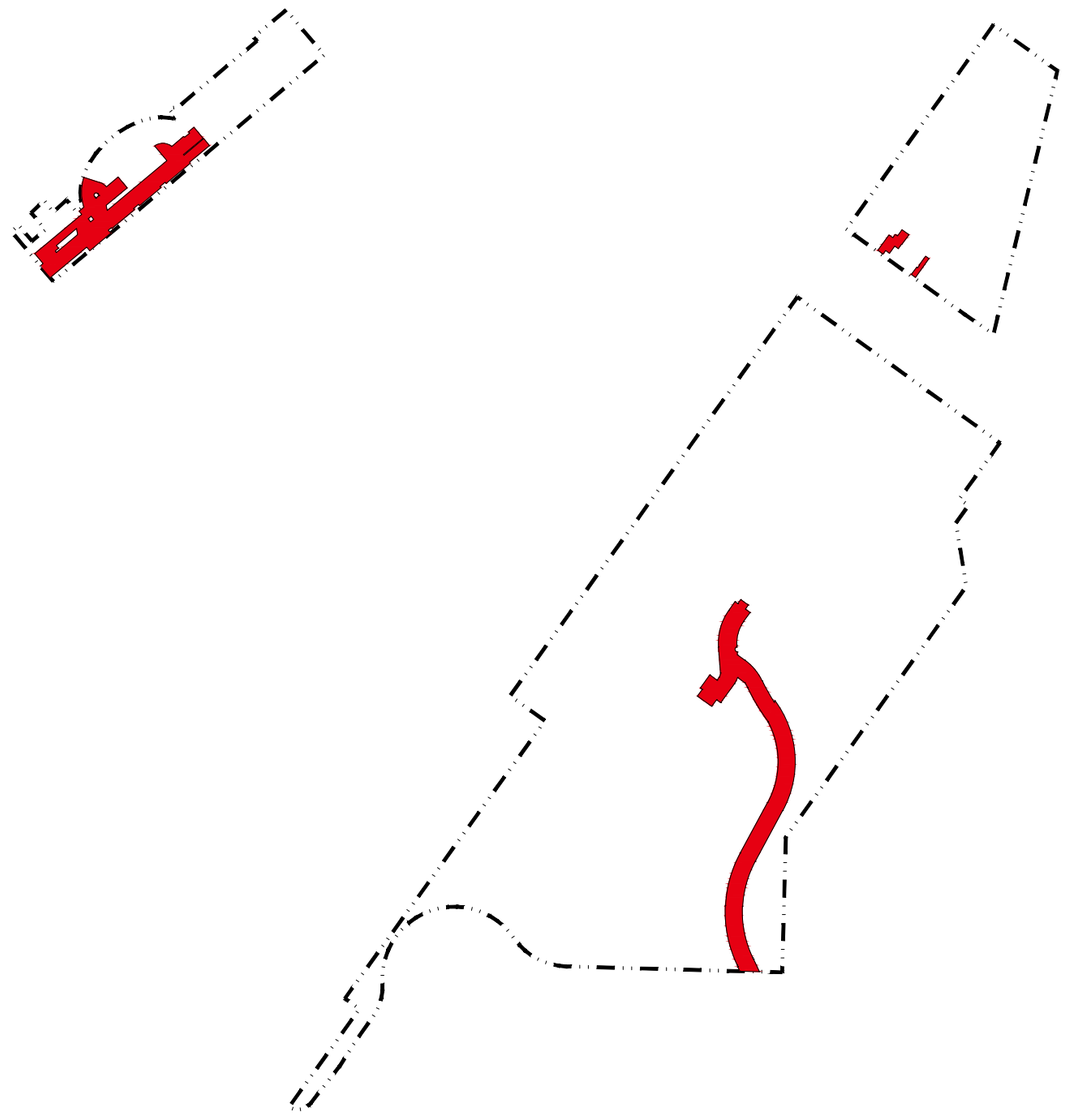
Legend:
圖例：

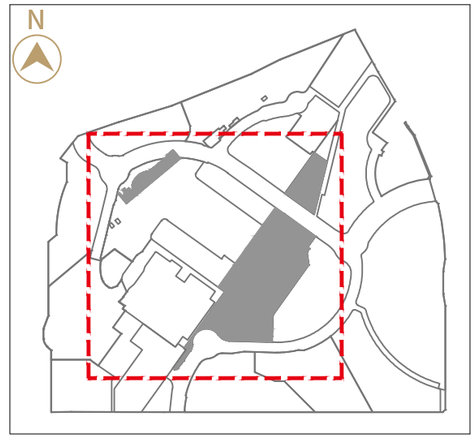
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 20 40 80
比例: Meters 米

圖十四 Plan 14

2/F Floor Plan
2樓平面圖





Key Plan
索引圖

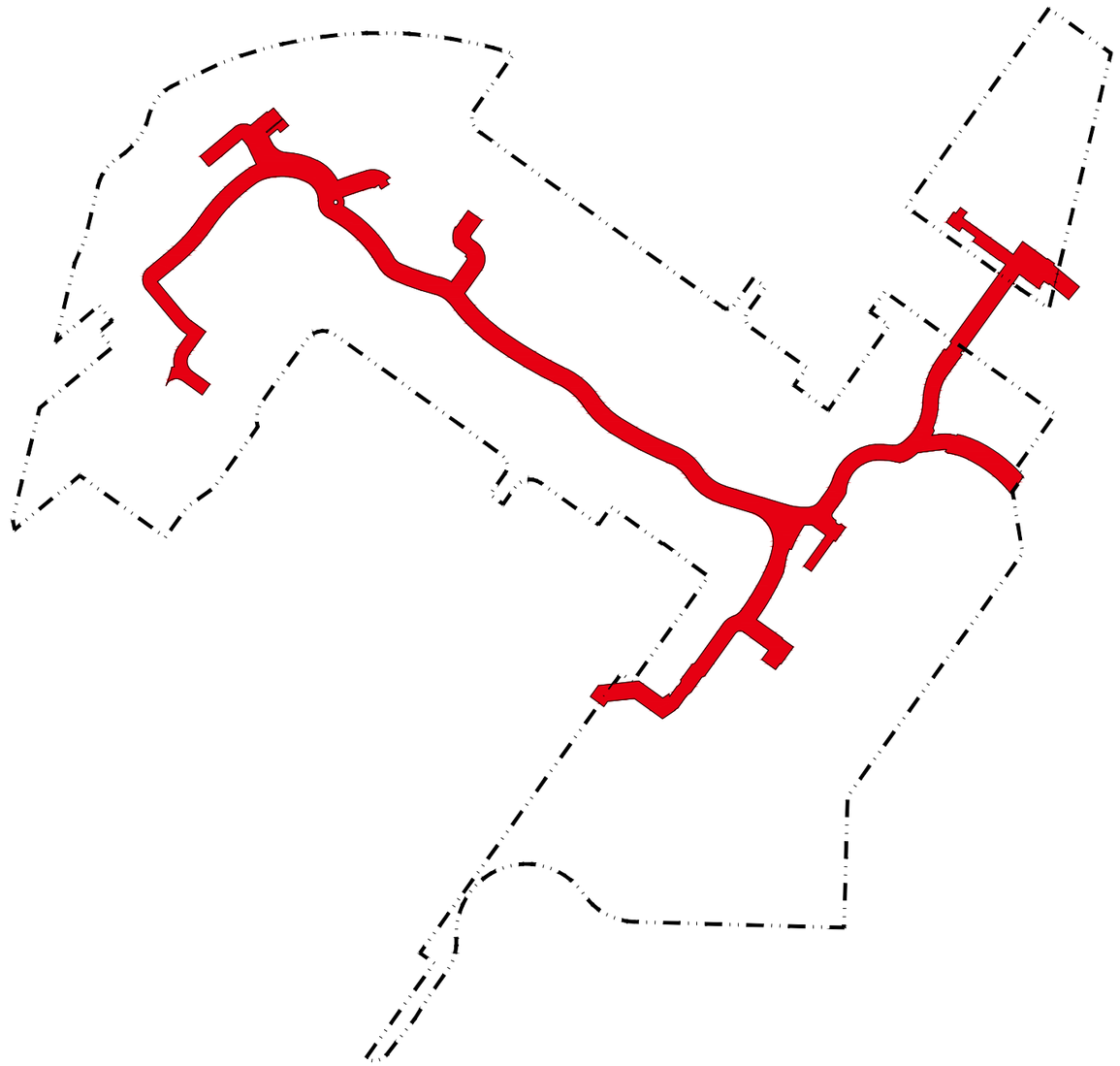
Legend:
圖例：

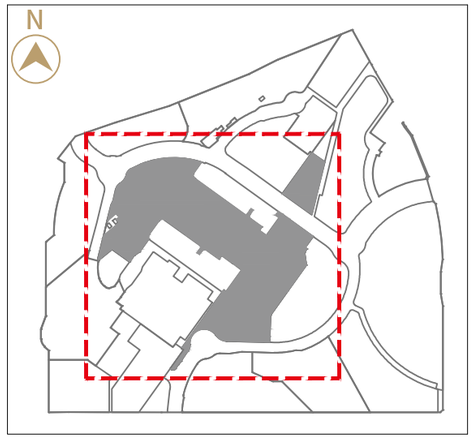
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 25 50 100 Meters 米
比例:

圖十五 Plan 15

3/F Floor Plan
3樓平面圖





Key Plan
索引圖

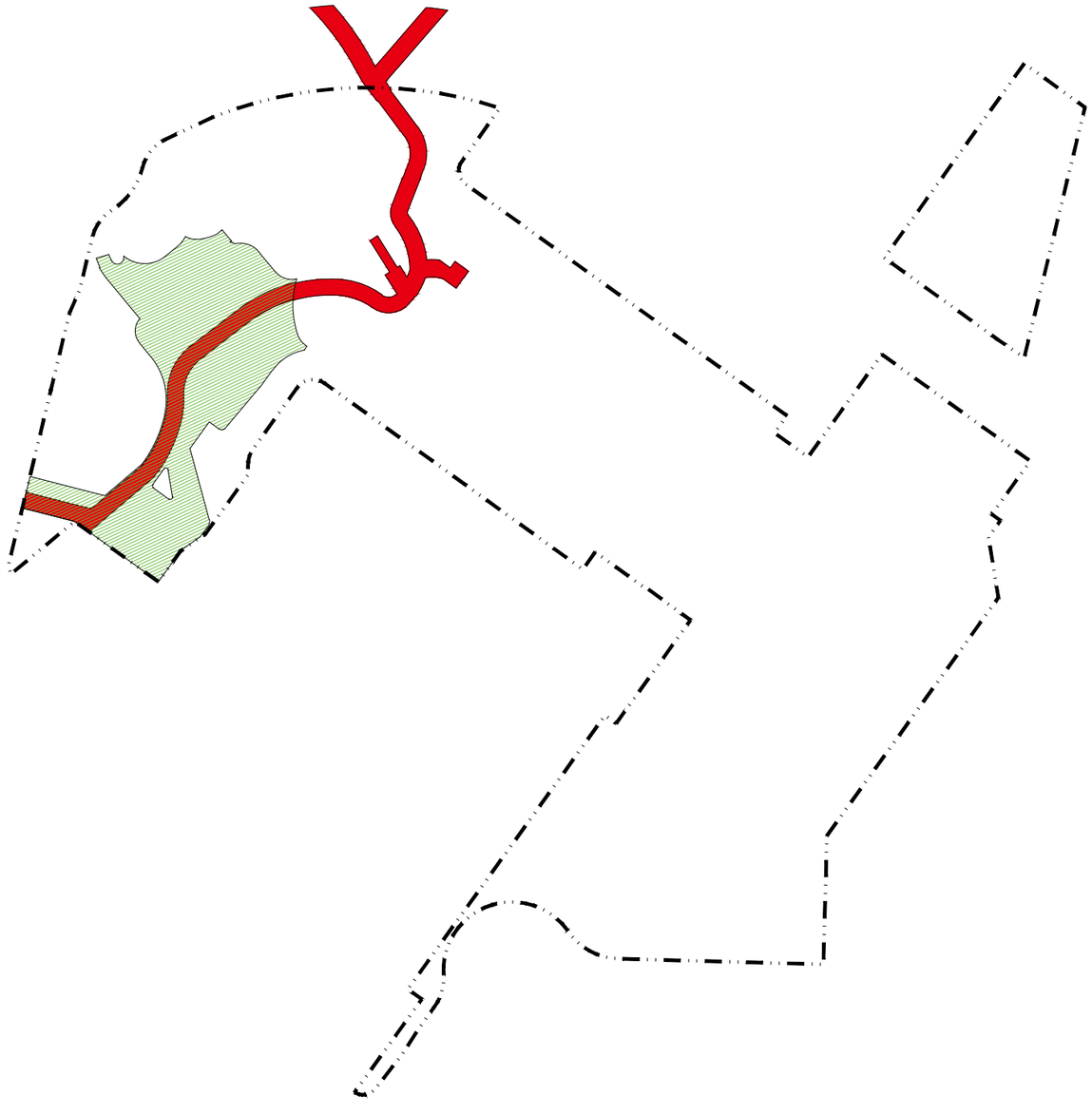
Legend:
圖例：

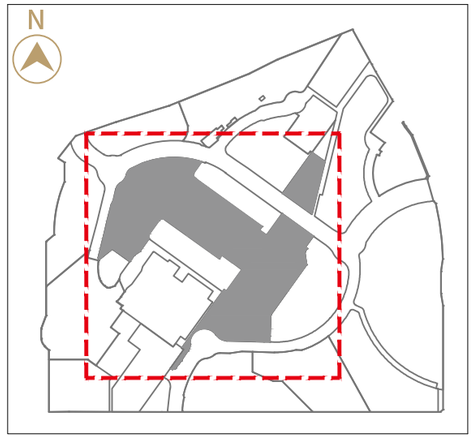
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 25 50 100 Meters 米
比例:

圖十六 Plan 16

4/F Floor Plan
4樓平面圖





Key Plan
索引圖

Legend:
圖例：

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

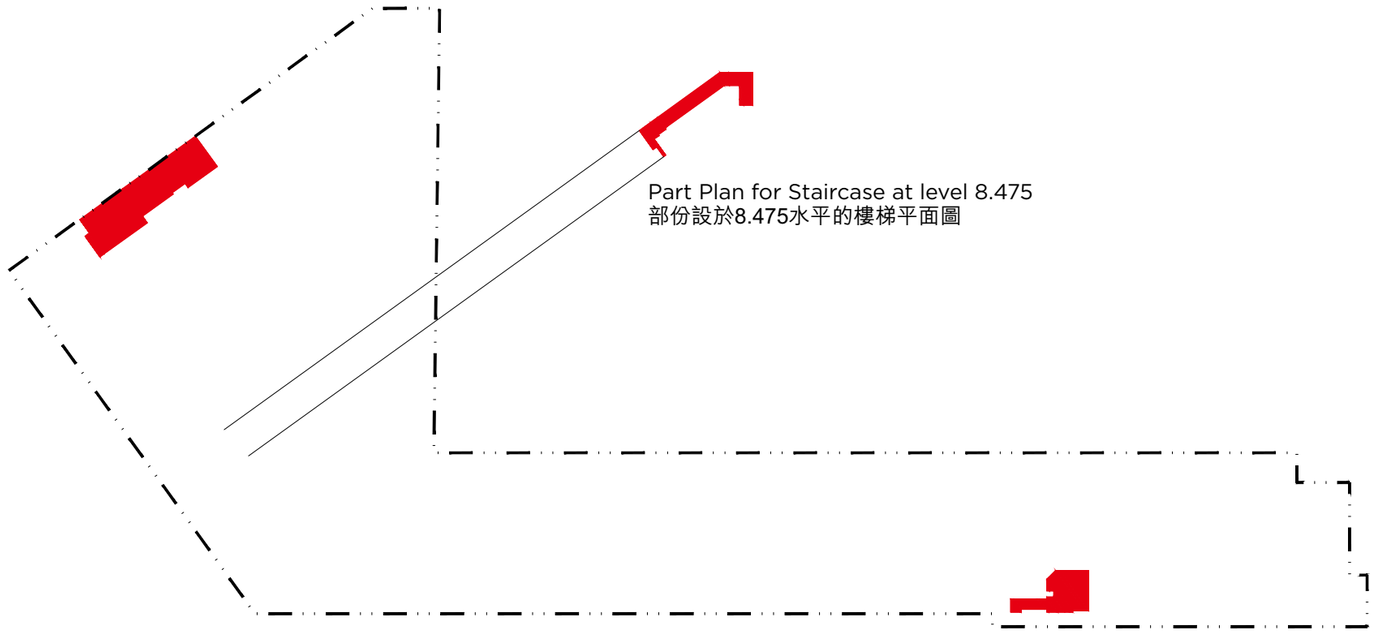
Public Open Space
公眾休憩用地

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

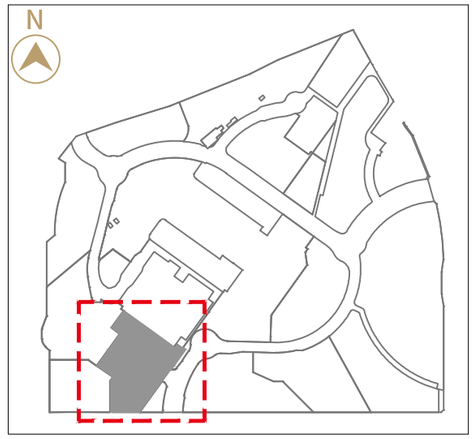
Scale : 0 25 50 100
比例: Meters 米

圖十七 Plan 17

G/F Floor Plan
地下平面圖



Part Plan for Staircase at level 8.475
部份設於8.475水平的樓梯平面圖



Key Plan
索引圖

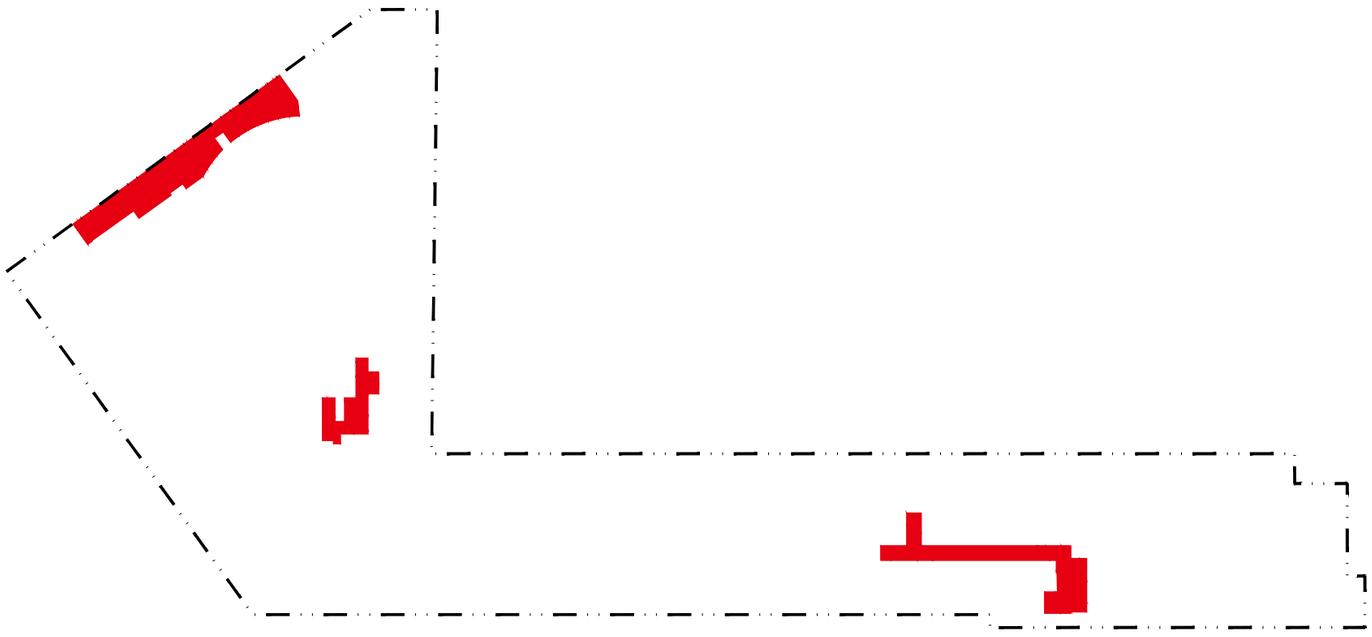
Legend:
圖例：

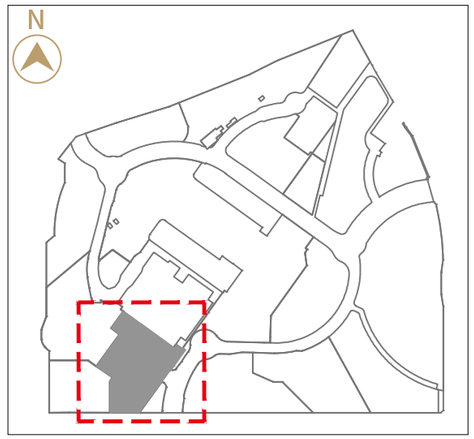
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 10 20 30 40 50
比例: Meters 米

圖十八 Plan 18

1/F Floor Plan
1樓平面圖





Key Plan
索引圖

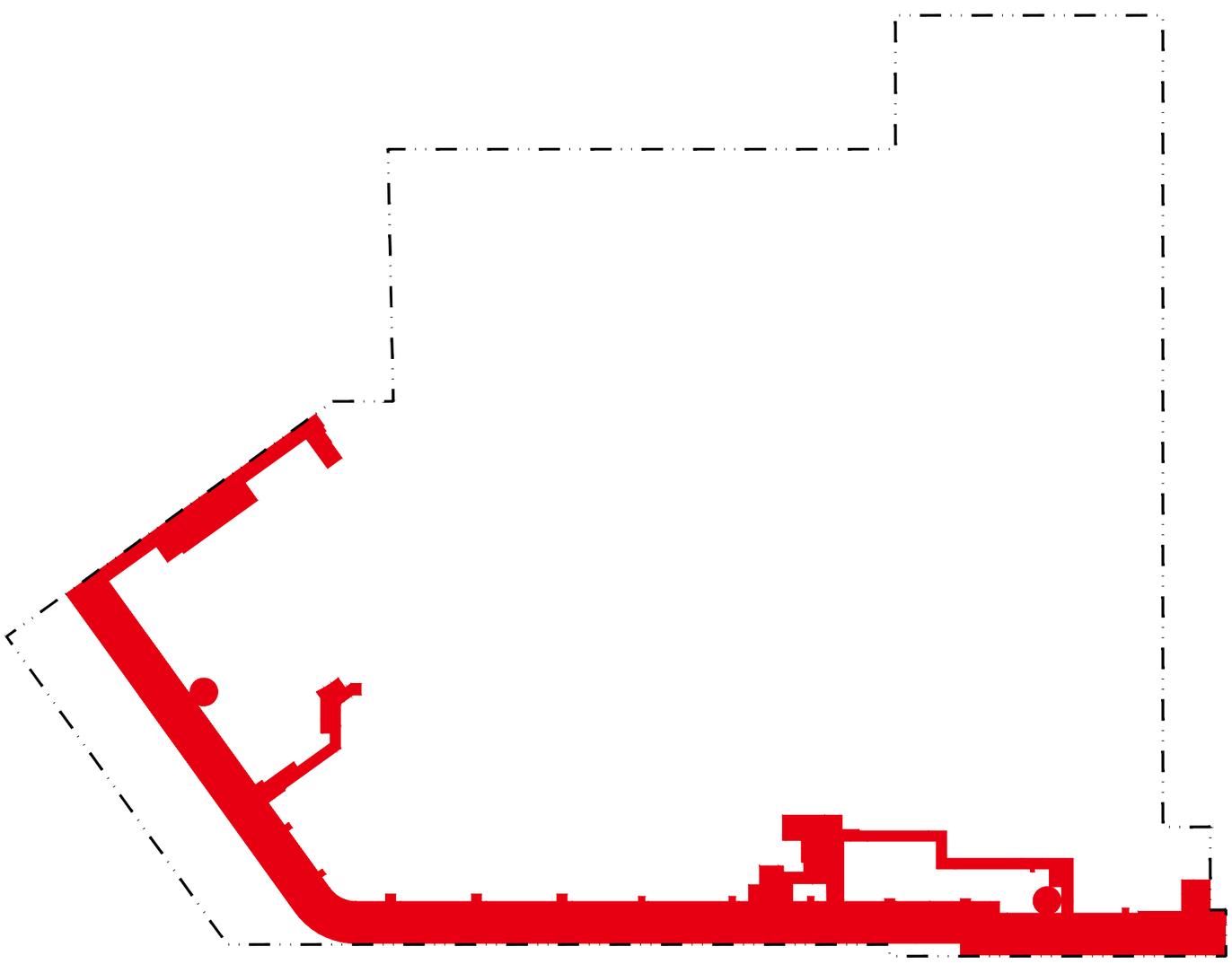
Legend:
圖例：

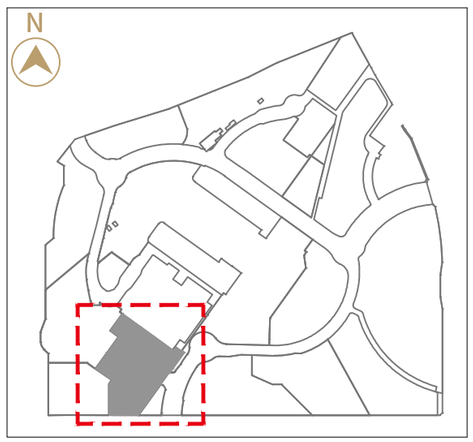
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 10 20 30 40 50
比例: Meters 米

圖十九 Plan 19

2/F Floor Plan
2樓平面圖





Key Plan
索引圖

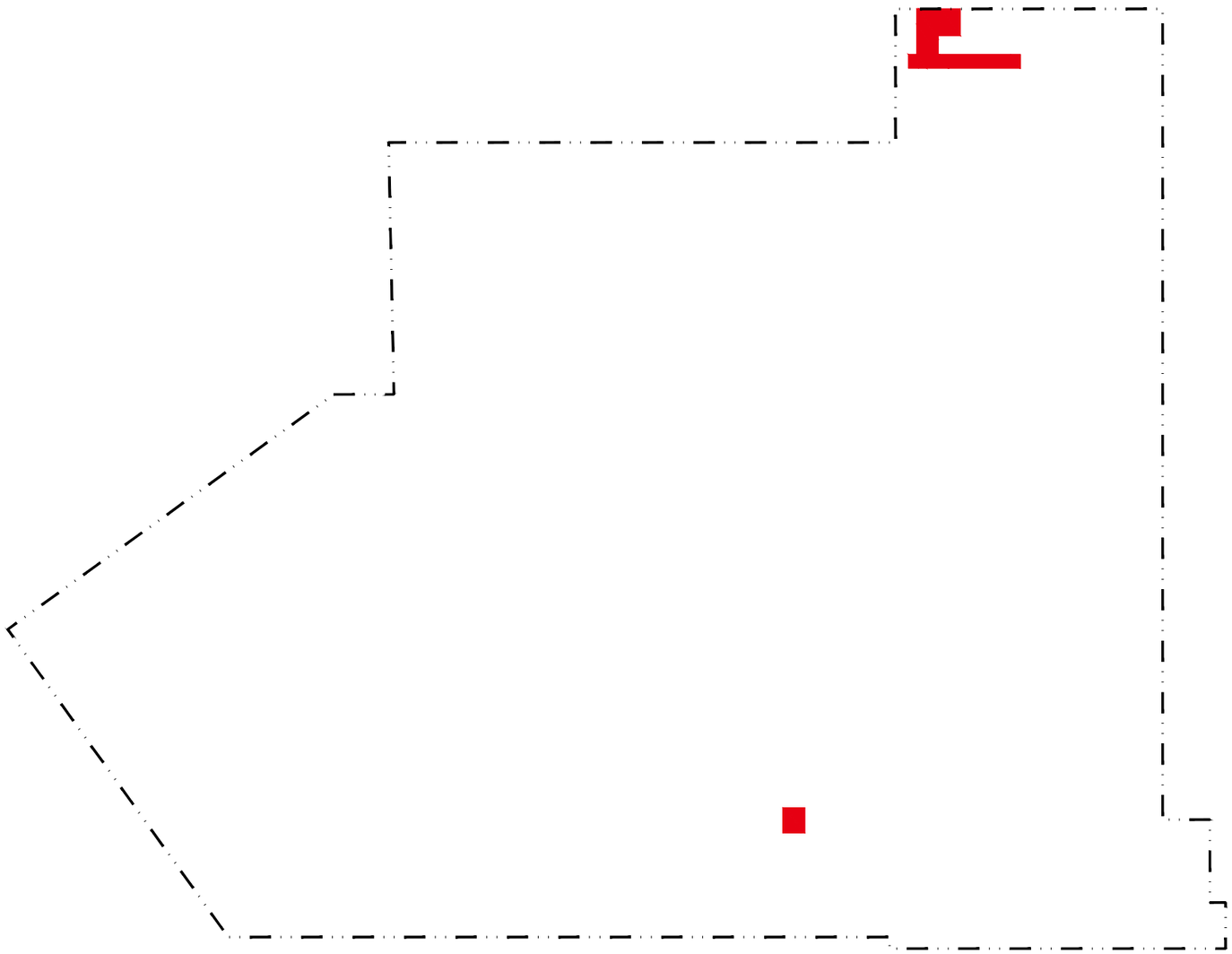
Legend:
圖例：

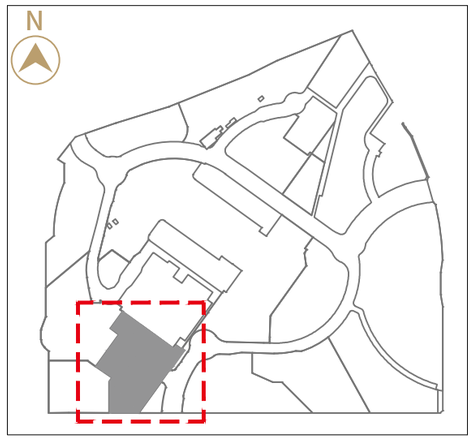
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale :
比例:
0 10 20 30 40 50 Meters 米

圖二十 Plan 20

3/F Floor Plan
3樓平面圖





Key Plan
索引圖

Legend:
圖例：

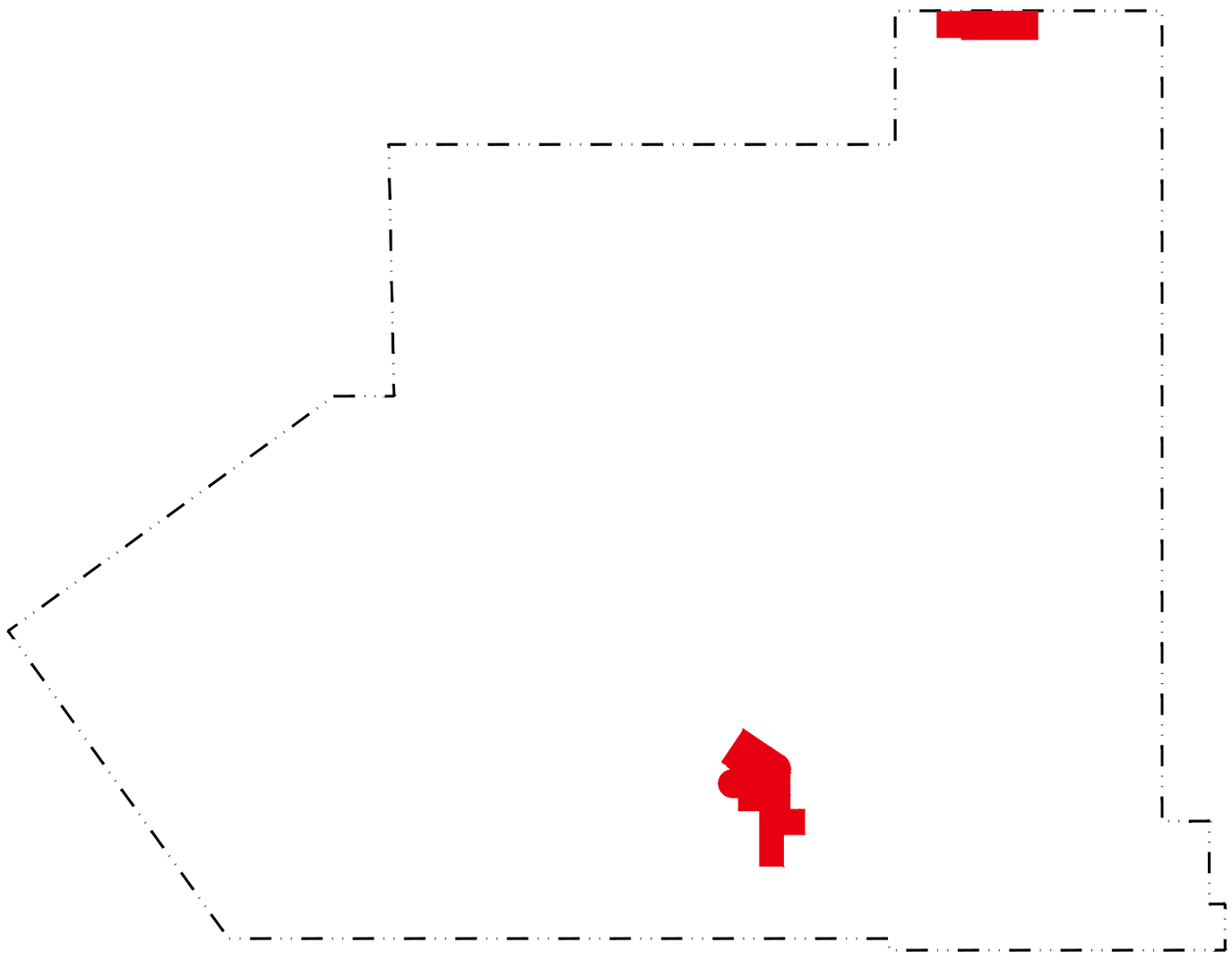
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

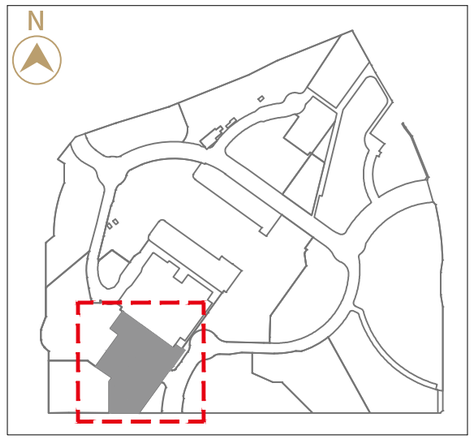
Scale :
比例:

0 10 20 30 40 50 Meters 米

圖二十一 Plan 21

5/F Floor Plan
5樓平面圖





Key Plan
索引圖

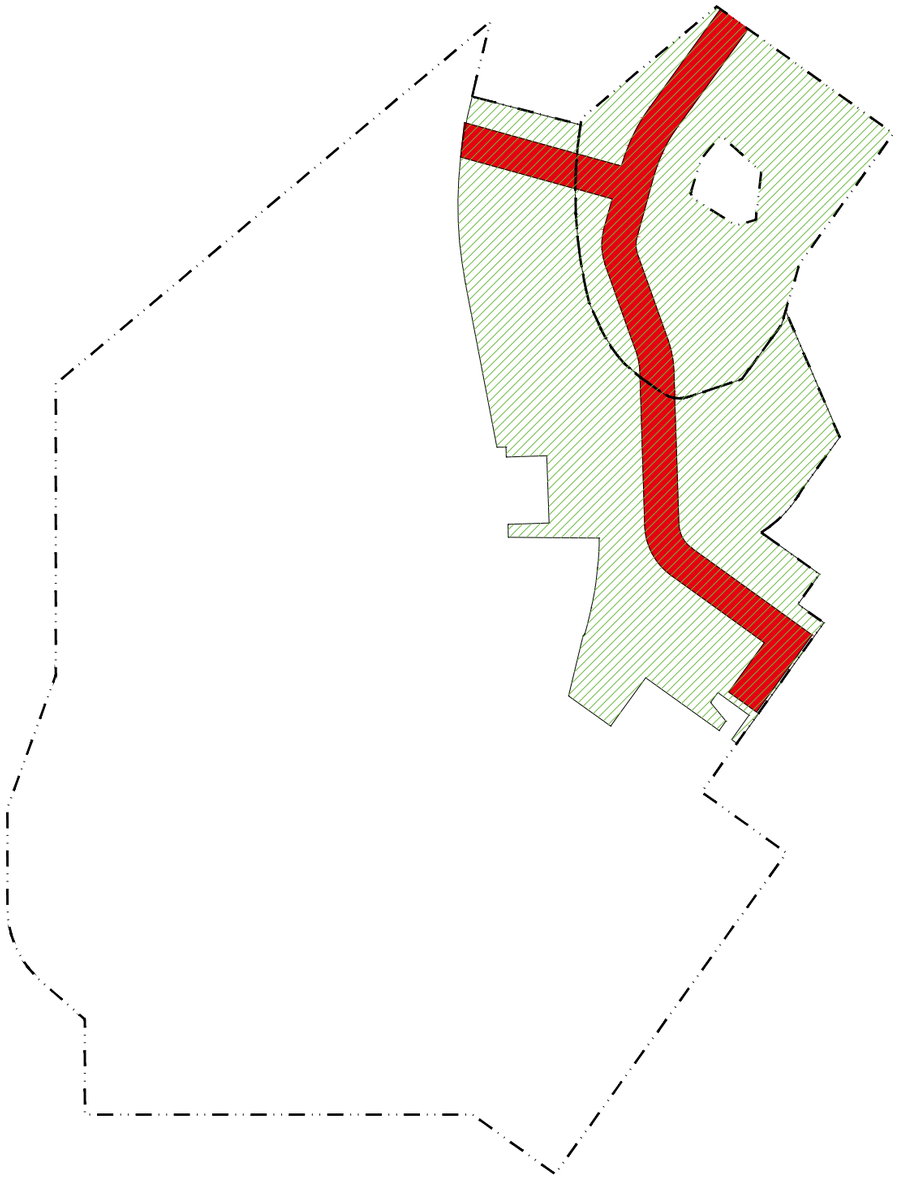
Legend:
圖例：

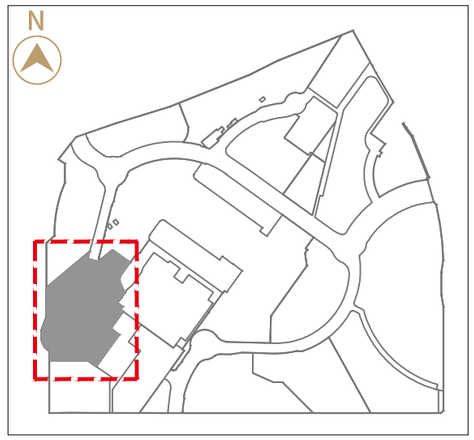
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 10 20 30 40 50
比例: Meters 米

圖二十二 Plan 22

3/F Floor Plan
3樓平面圖





Key Plan
索引圖

Legend:
圖例：

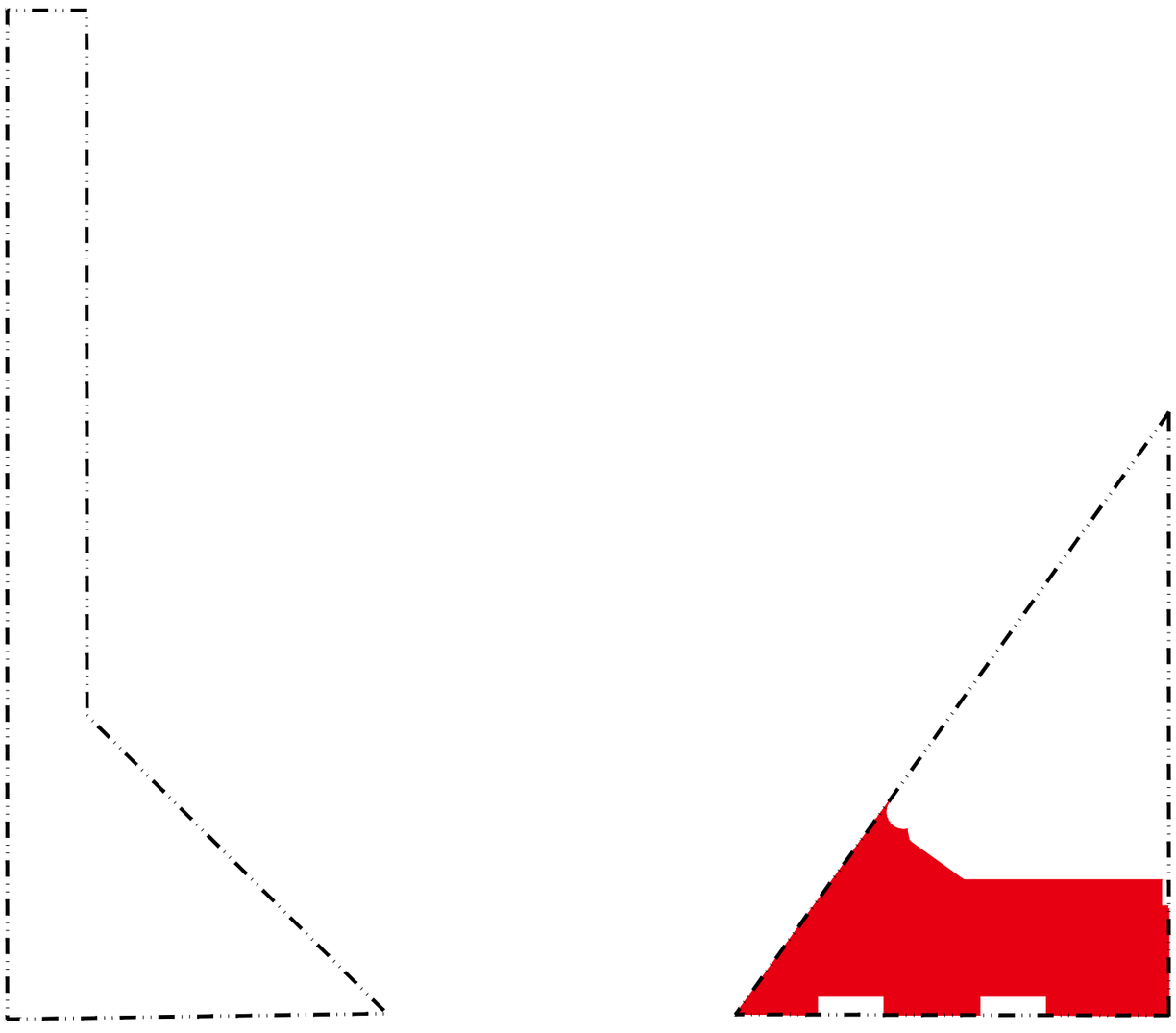
Public Open Space and As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
公眾休憩用地及已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

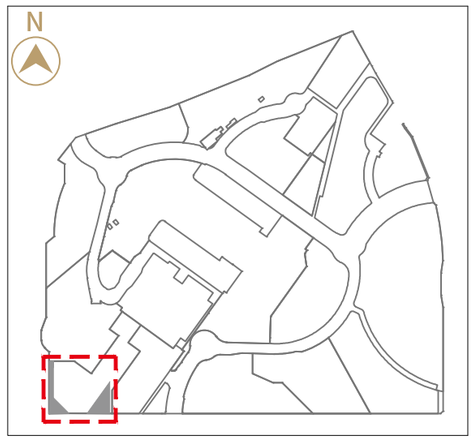
Public Open Space
公眾休憩用地

Scale : 0 10 20 30 40 50
比例: Meters 米

圖二十三 Plan 23

LG4/F Floor Plan
低層地下4樓平面圖





Key Plan
索引圖

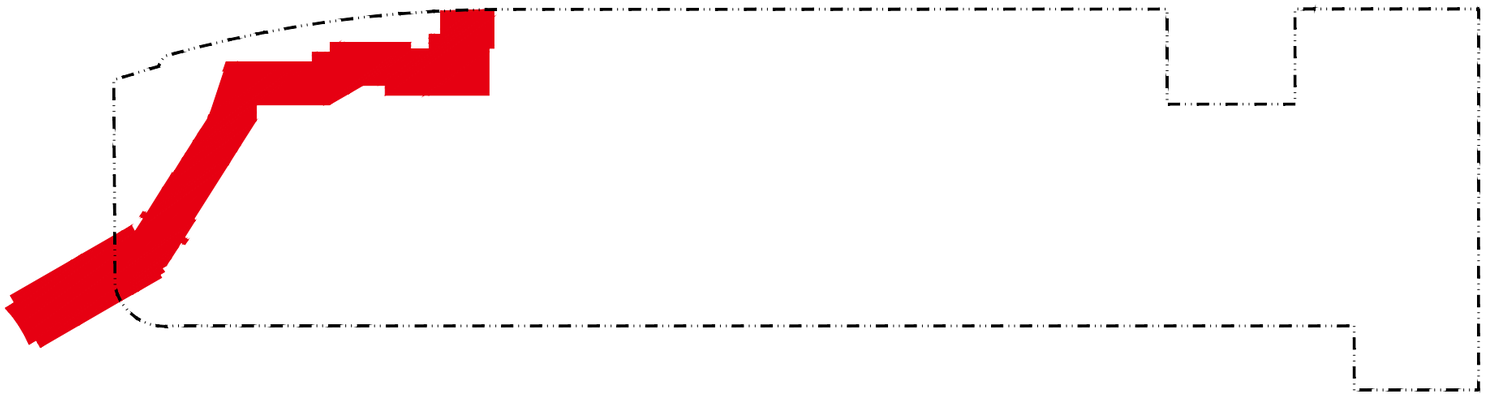
Legend:
圖例：

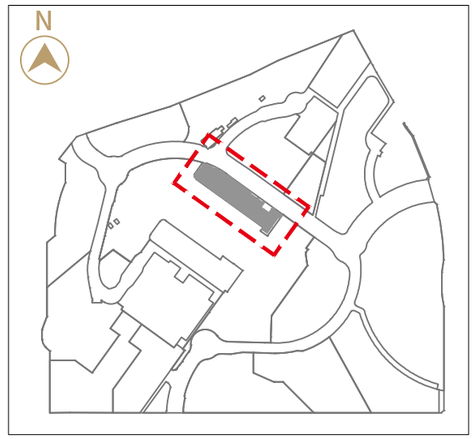
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 5 10 15 20 25
比例: Meters 米

圖二十四 Plan 24

5/F Floor Plan
5樓平面圖





Key Plan
索引圖

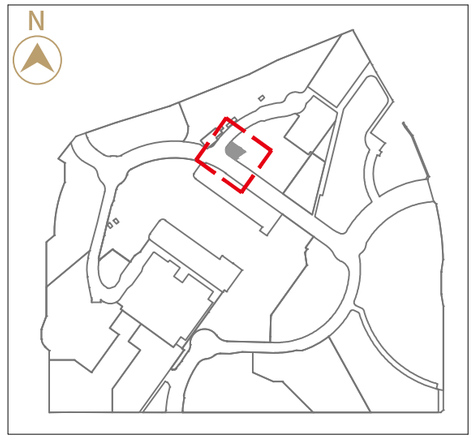
Legend:
圖例：

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

Scale : 0 10 20 30 40 50
比例: Meters 米

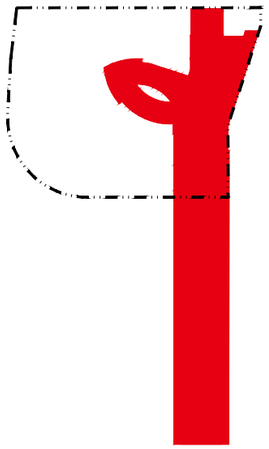
圖二十五 Plan 25

Floor plan at level 17.50
設於17.50水平的平面圖



Key Plan
索引圖

圖二十六 Plan 26



Floor plan at level 24.855
設於24.855水平的平面圖

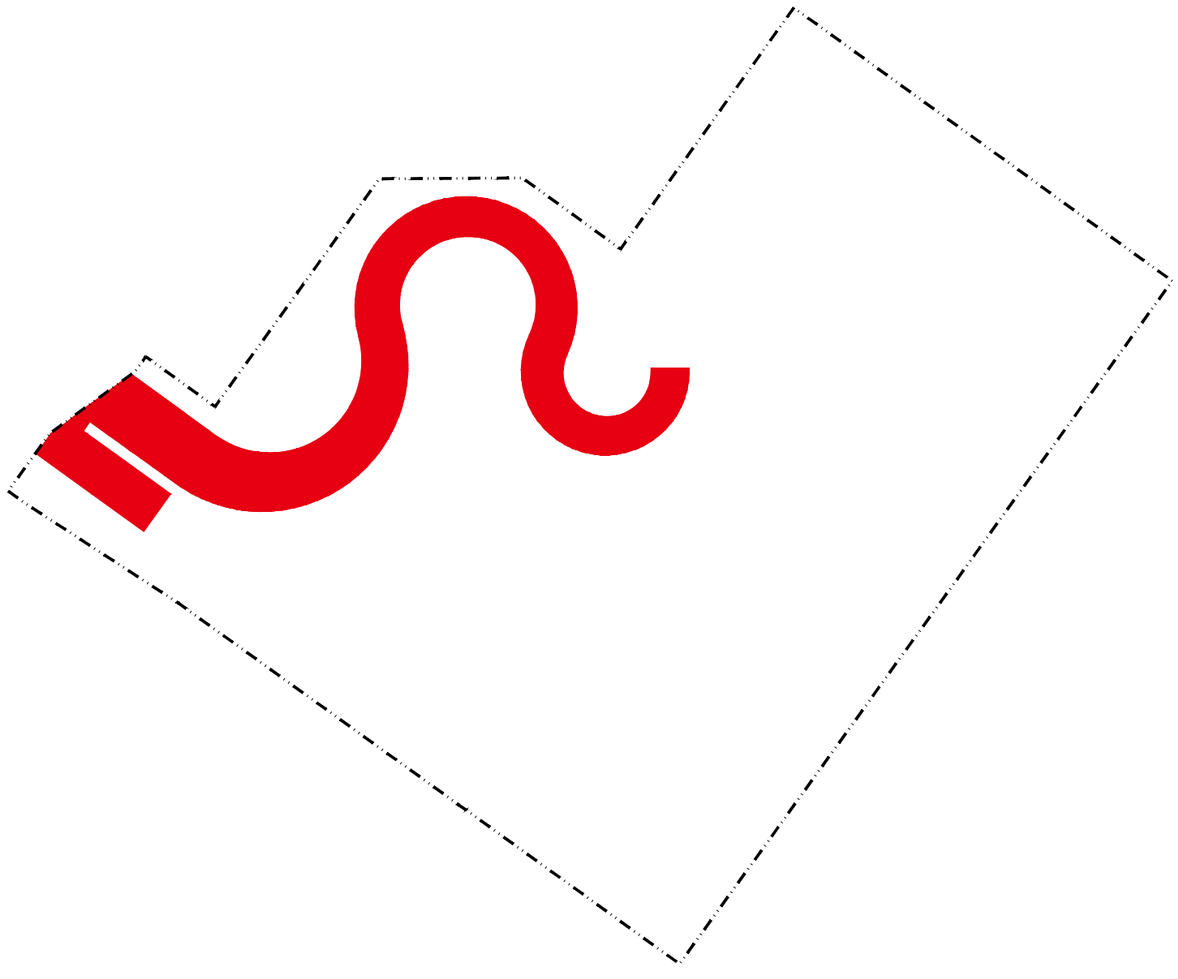
Legend:
圖例：

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

Scale : 0 10 20 30 40 50
比例: Meters 米

圖二十七 Plan 27

G/F Floor Plan
地下平面圖



Key Plan
索引圖

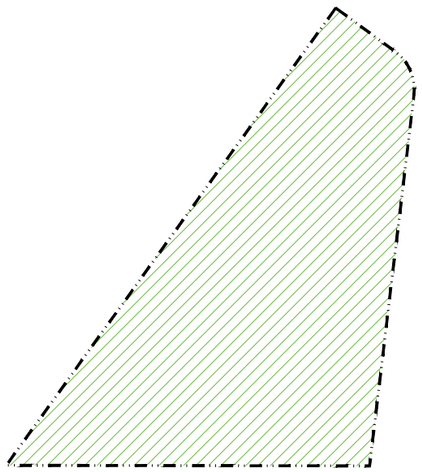
Legend:
圖例：

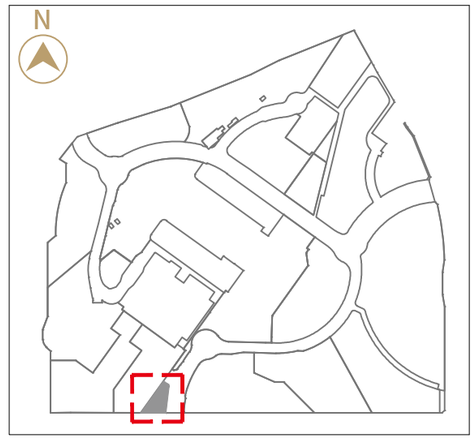
As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 10 20 30 40 50
比例: Meters 米

圖二十八 Plan 28

G/F Floor Plan
地下平面圖





Key Plan
索引圖

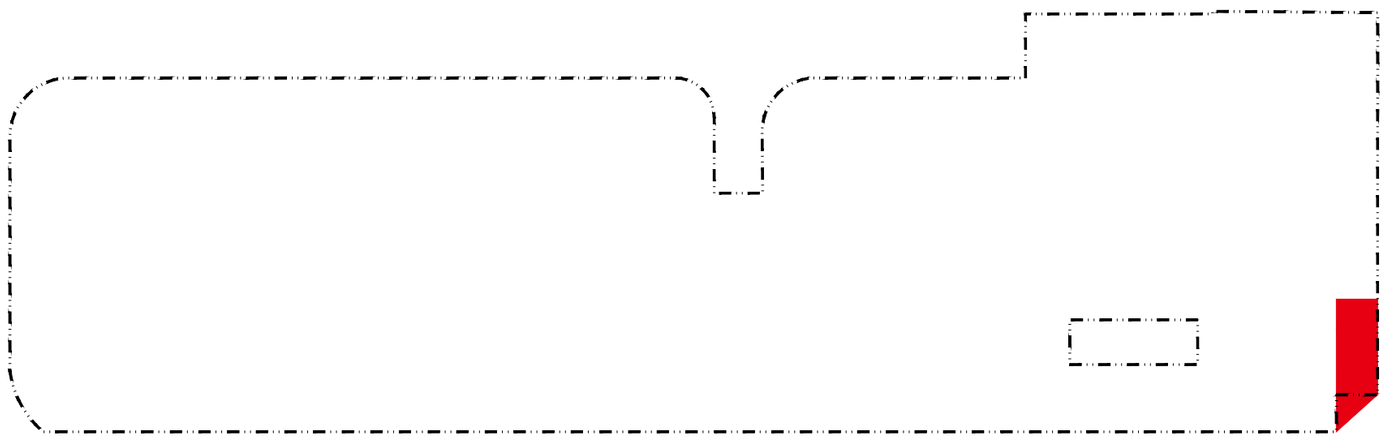
Legend:
圖例：

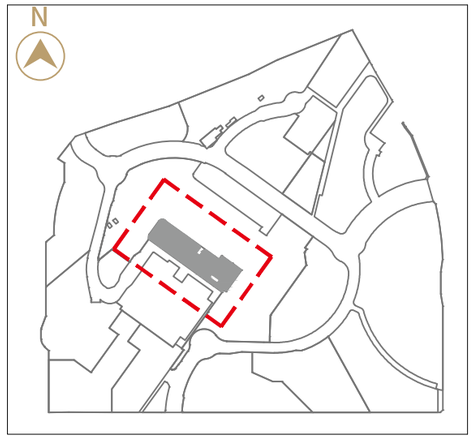
Public Open Space
公眾休憩用地

Scale : 0 10 20 30 40 50 Meters 米
比例:

圖二十九 Plan 29

3/F Floor Plan
3樓平面圖





Key Plan
索引圖

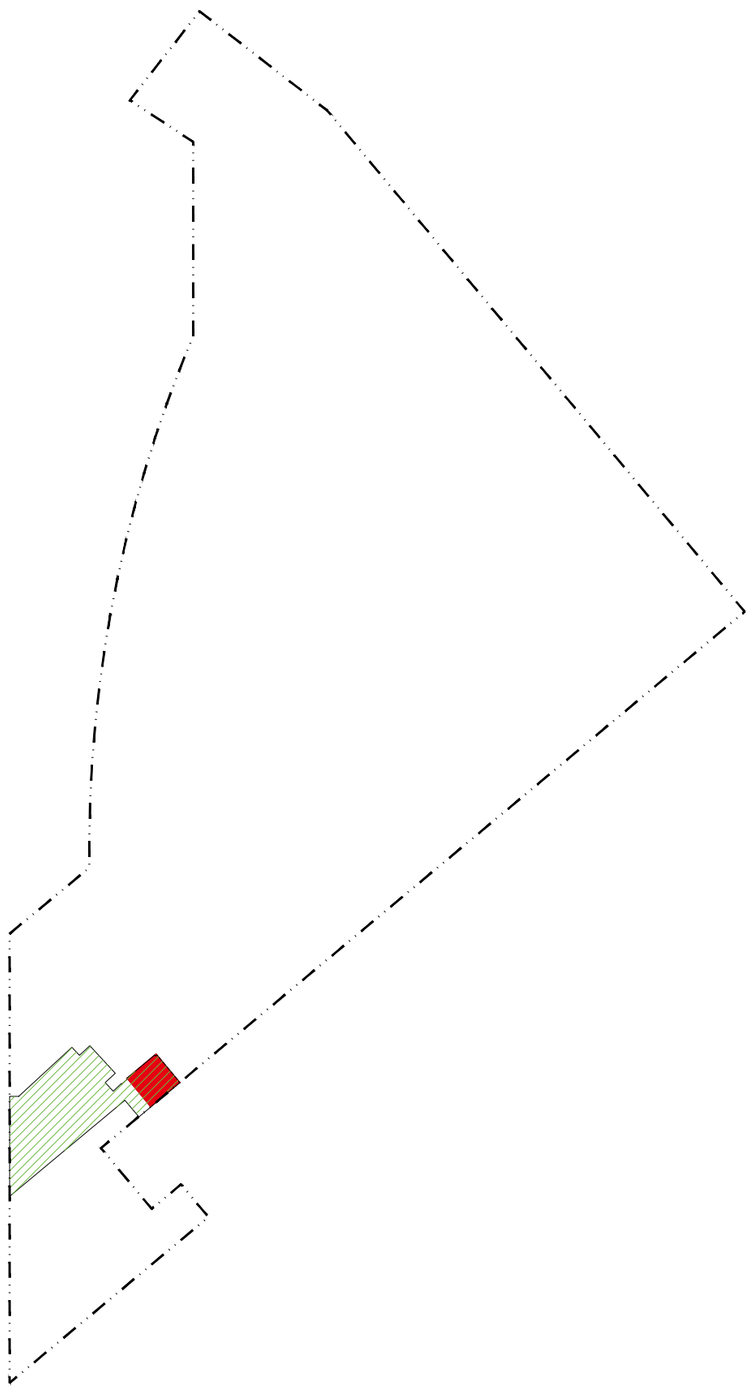
Legend:
圖例：

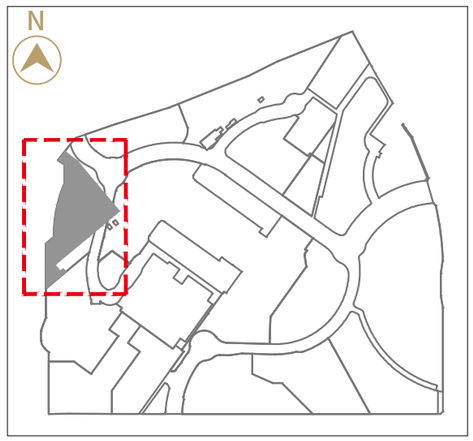
Proposed 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
擬建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Scale : 0 10 20 30 40 50
比例: Meters 米

圖三十 Plan 30

G/F Floor Plan
地下平面圖





Key Plan
索引圖

Legend:
圖例：

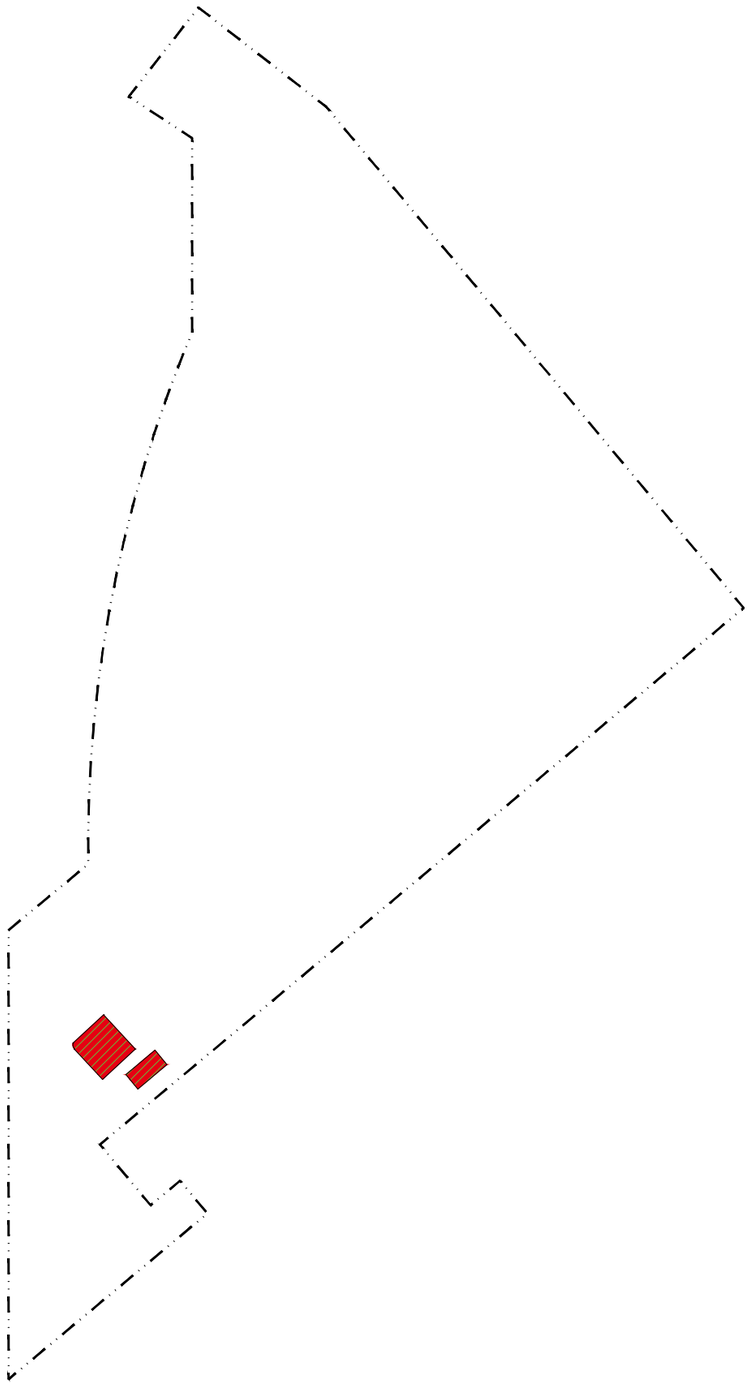
Public Open Space and As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
公眾休憩用地及已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Public Open Space
公眾休憩用地

Scale : 0 10 20 30 40 50
比例: Meters 米

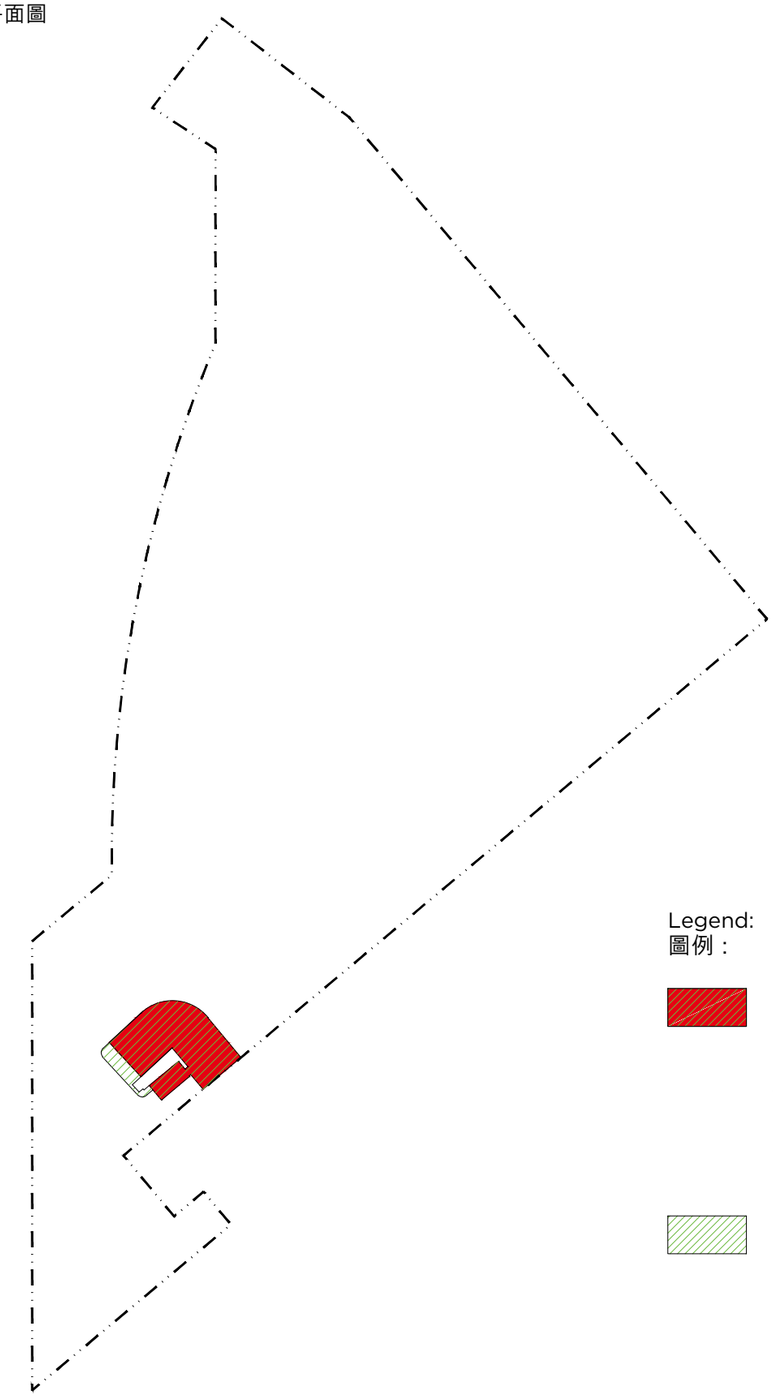
圖三十一 Plan 31

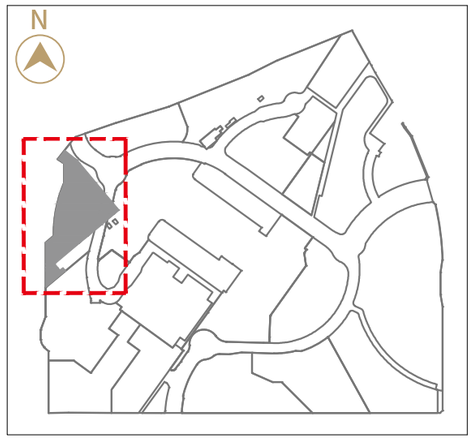
1/F Floor Plan
1樓平面圖



圖三十二 Plan 32

2/F Floor Plan
2樓平面圖





Key Plan
索引圖

Legend:
圖例：

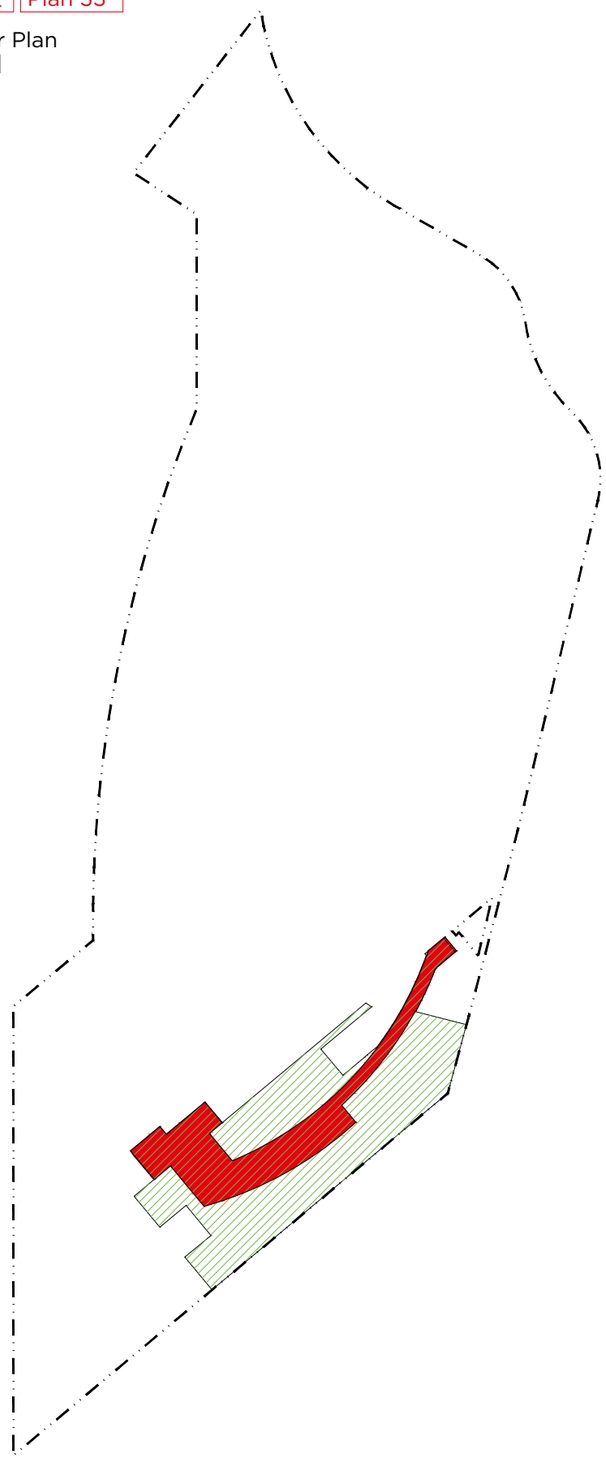
Public Open Space and As-Built 24-hours Pedestrian Walkway or Internal Transport System and Area for Access to and from the Mass Transit Railway Station and Area for Access to and from the Indoor Recreation Centre.
公眾休憩用地及已建之24小時行人走道或內部交通系統及往返「港鐵車站」之地方及往返「室內康樂中心」之地方。

Public Open Space
公眾休憩用地

Scale : 0 10 20 30 40 50
比例: Meters 米

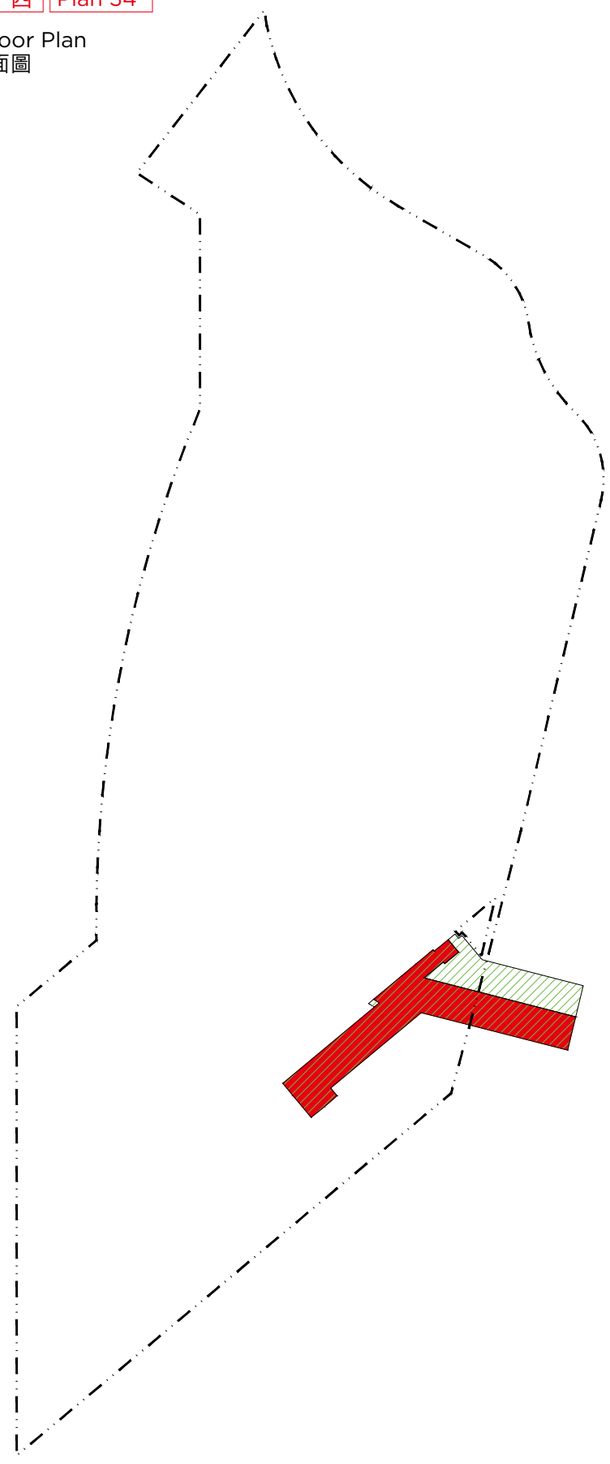
圖三十三 Plan 33

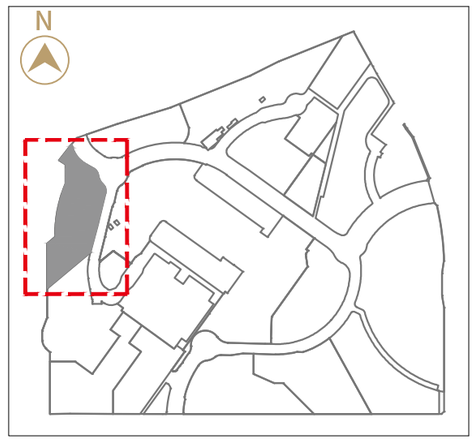
3/F Floor Plan
3樓平面圖



圖三十四 Plan 34

5/F Floor Plan
5樓平面圖





Key Plan
索引圖

Legend:
圖例：

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

Public Open Space
公眾休憩用地

Scale : 0 10 20 30 40 50
比例: Meters 米

18 WARNING TO PURCHASERS
對買方的警告

(a) The purchaser is hereby 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.

(d) In the case of paragraph (c)(ii) above, 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) 謹此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。

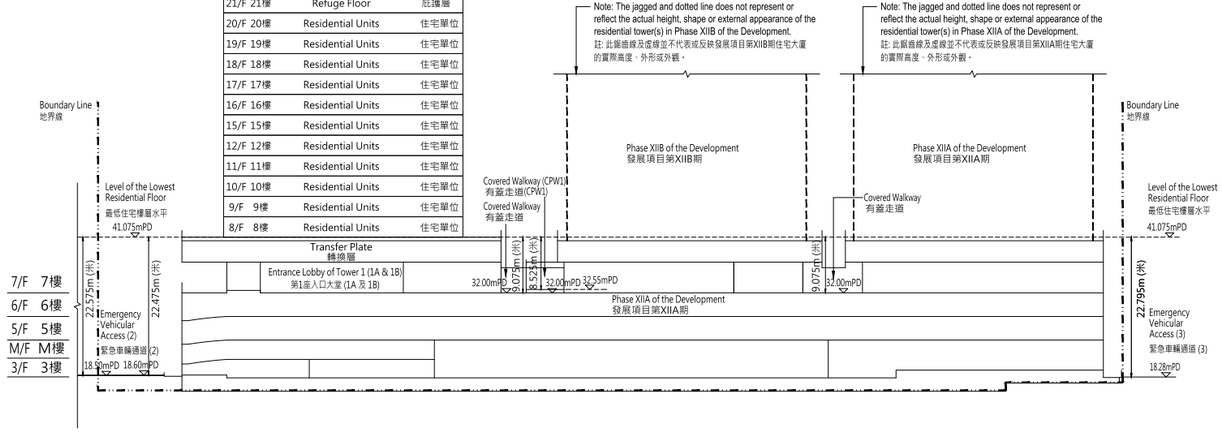
(d) 如屬上述(c)(ii)段的情況，買方須支付的律師費用總數，可能高於如買方自一開始即聘用一間獨立的律師事務所便須支付的費用。

19 CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

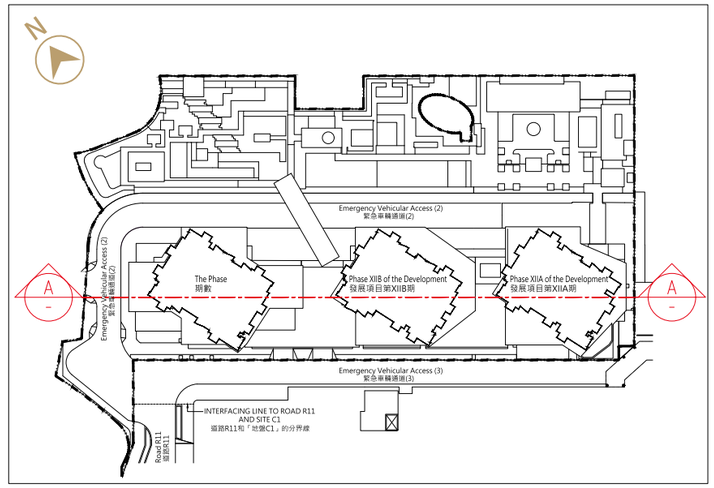
Cross-Section Plan A 橫截面圖 A

Tower 1 (1A & 1B) 第1座(1A及1B)

	Top Roof 頂層天台	
	Upper Roof 上層天台	
	Lift Machine Room 升降機機房	
Roof 天台		Roof 天台
66/F 66樓	Residential Units	住宅單位
65/F 65樓	Residential Units	住宅單位
63/F 63樓	Residential Units	住宅單位
62/F 62樓	Residential Units	住宅單位
61/F 61樓	Residential Units	住宅單位
60/F 60樓	Residential Units	住宅單位
59/F 59樓	Residential Units	住宅單位
58/F 58樓	Residential Units	住宅單位
57/F 57樓	Residential Units	住宅單位
56/F 56樓	Residential Units	住宅單位
55/F 55樓	Residential Units	住宅單位
53/F 53樓	Residential Units	住宅單位
52/F 52樓	Residential Units	住宅單位
51/F 51樓	Residential Units	住宅單位
50/F 50樓	Residential Units	住宅單位
49/F 49樓	Refuge Floor	庇護層
48/F 48樓	Residential Units	住宅單位
47/F 47樓	Residential Units	住宅單位
46/F 46樓	Residential Units	住宅單位
45/F 45樓	Residential Units	住宅單位
43/F 43樓	Residential Units	住宅單位
42/F 42樓	Residential Units	住宅單位
41/F 41樓	Residential Units	住宅單位
40/F 40樓	Residential Units	住宅單位
39/F 39樓	Residential Units	住宅單位
38/F 38樓	Residential Units	住宅單位
37/F 37樓	Residential Units	住宅單位
36/F 36樓	Residential Units	住宅單位
35/F 35樓	Residential Units	住宅單位
33/F 33樓	Residential Units	住宅單位
32/F 32樓	Residential Units	住宅單位
31/F 31樓	Residential Units	住宅單位
30/F 30樓	Residential Units	住宅單位
29/F 29樓	Residential Units	住宅單位
28/F 28樓	Residential Units	住宅單位
27/F 27樓	Residential Units	住宅單位
26/F 26樓	Residential Units	住宅單位
25/F 25樓	Residential Units	住宅單位
23/F 23樓	Residential Units	住宅單位
22/F 22樓	Residential Units	住宅單位
21/F 21樓	Refuge Floor	庇護層
20/F 20樓	Residential Units	住宅單位
19/F 19樓	Residential Units	住宅單位
18/F 18樓	Residential Units	住宅單位
17/F 17樓	Residential Units	住宅單位
16/F 16樓	Residential Units	住宅單位
15/F 15樓	Residential Units	住宅單位
12/F 12樓	Residential Units	住宅單位
11/F 11樓	Residential Units	住宅單位
10/F 10樓	Residential Units	住宅單位
9/F 9樓	Residential Units	住宅單位
8/F 8樓	Residential Units	住宅單位



Key Plan 索引圖



Legend 圖例：

Height in metres above the Hong Kong Principal Datum (HKPD).
香港主水平基準以上高度(米)。

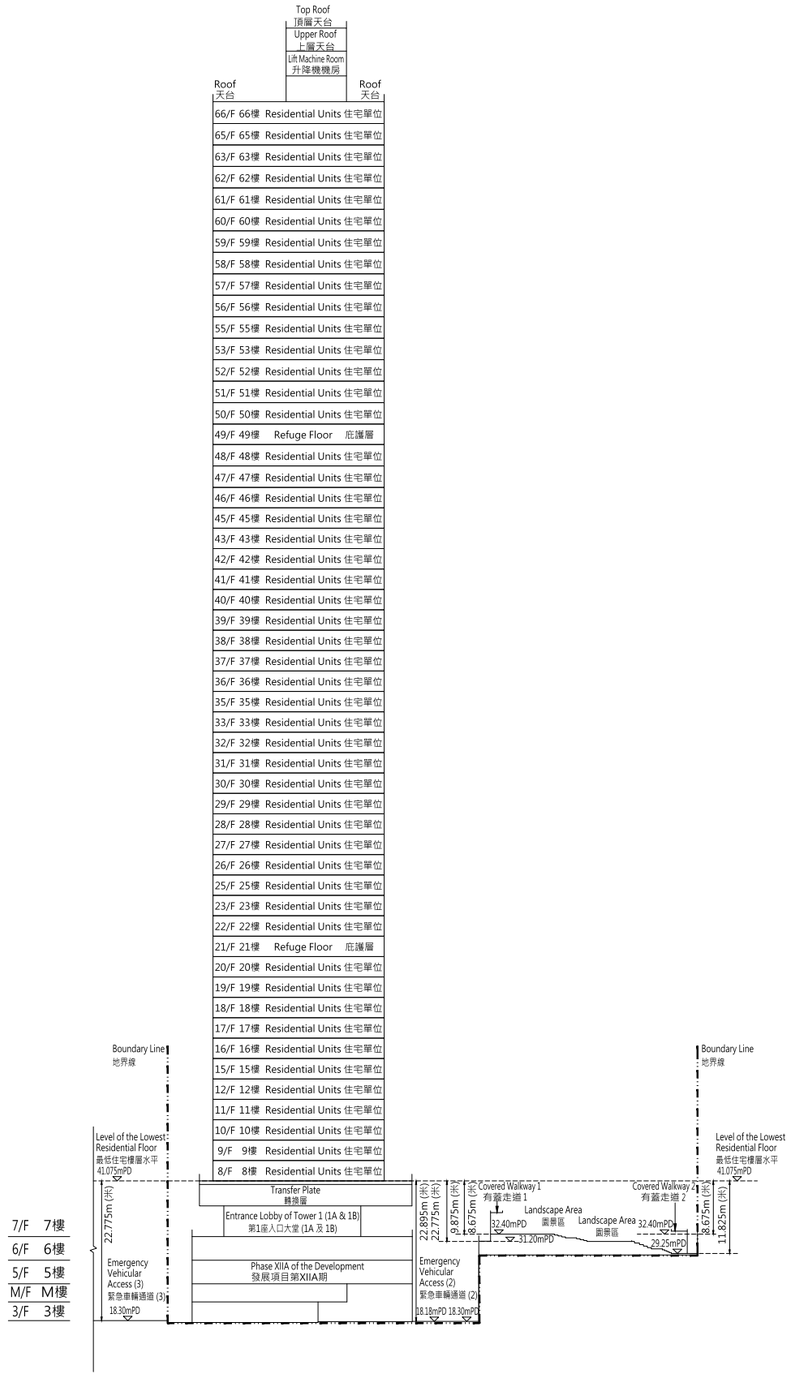
Dotted line denotes the level of the lowest residential floor of the building.
虛線為該建築物最低住宅樓層水平。

- The part of Emergency Vehicular Access (2) adjacent to the Phase is 18.50 metres to 18.60 metres above the Hong Kong Principal Datum.
  毗連期數的一段緊急車輛通道(2)為香港主水平基準以上18.50米至18.60米。
- The part of Emergency Vehicular Access (3) adjacent to Phase XIIA of the Development is 18.28 metres above the Hong Kong Principal Datum.
  毗連發展項目第XIIA期的一段緊急車輛通道(3)為香港主水平基準以上18.28米。
- The part of Covered Walkway (CPW1) adjacent to the Phase is 32.00 metres to 32.55 metres above the Hong Kong Principal Datum.
  毗連期數的一段有蓋走道(CPW1)為香港主水平基準以上32.00米至32.55米。
- The part of Covered Walkway adjacent to the Phase is 32.00 metres above the Hong Kong Principal Datum.
  毗連期數的一段有蓋走道為香港主水平基準以上32.00米。

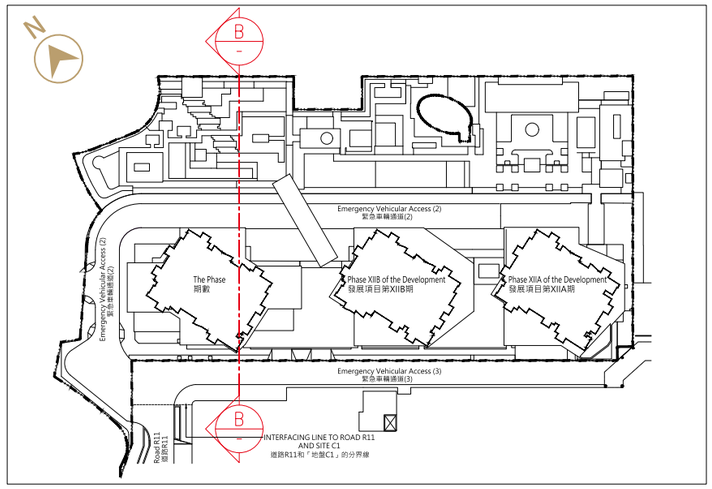
19 CROSS-SECTION PLAN OF BUILDING IN THE PHASE
期數中的建築物的橫截面圖

Cross-Section Plan B
橫截面圖 B

Tower 1 (1A & 1B)
第1座(1A及1B)



Key Plan
索引圖



Legend 圖例：

Height in metres above the Hong Kong Principal Datum (HKPD).
香港主水平基準以上高度(米)。

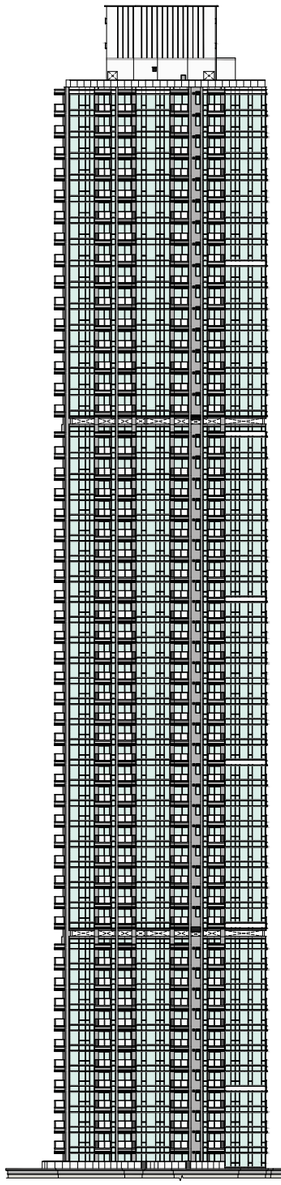
Dotted line denotes the level of the lowest residential floor of the building.
虛線為該建築物最低住宅樓層水平。

- The part of Emergency Vehicular Access (2) adjacent to the Phase is 18.18 metres to 18.30 metres above the Hong Kong Principal Datum.
  毗連期數的一段緊急車輛通道(2)為香港主水平基準以上18.18米至18.30米。
- The part of Emergency Vehicular Access (3) adjacent to the Phase is 18.30 metres above the Hong Kong Principal Datum.
  毗連期數的一段緊急車輛通道(3)為香港主水平基準以上18.30米。
- The part of Covered Walkway 1 adjacent to the Phase is 31.20 metres to 32.40 metres above the Hong Kong Principal Datum.
  毗連期數的一段有蓋走道1為香港主水平基準以上31.20米至32.40米。
- The part of Covered Walkway 2 adjacent to the Phase is 29.25 metres to 32.40 metres above the Hong Kong Principal Datum.
  毗連期數的一段有蓋走道2為香港主水平基準以上29.25米至32.40米。

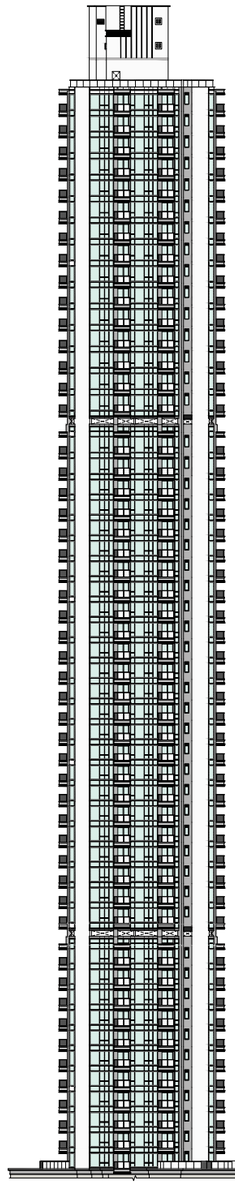
20 ELEVATION PLAN
立 面 圖

Tower 1 (1A & 1B)
第1座(1A及1B)

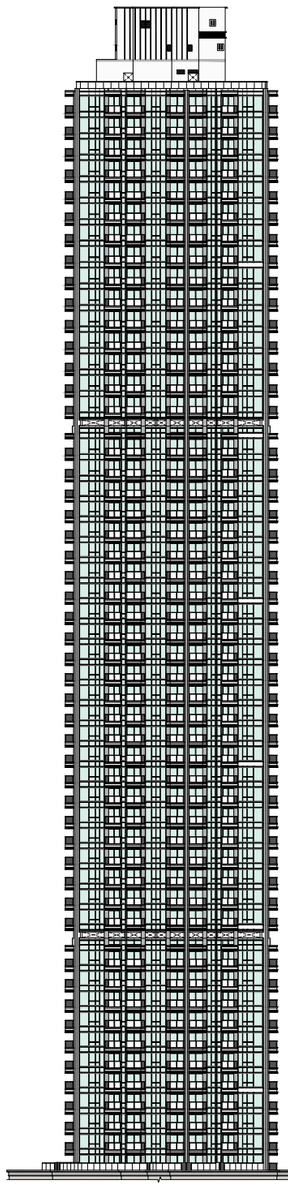
Elevation C1
立面圖 C1



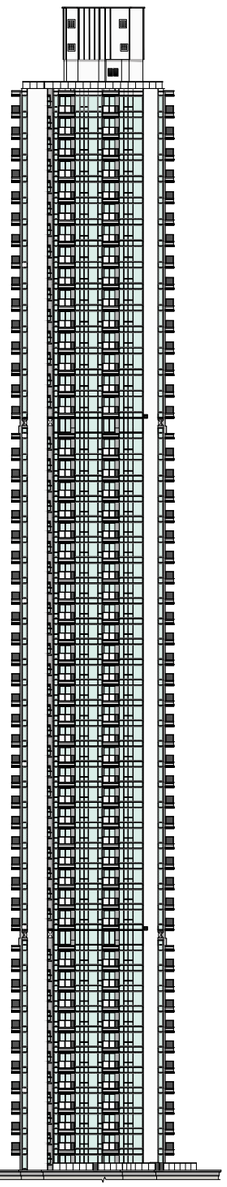
Elevation C2
立面圖 C2



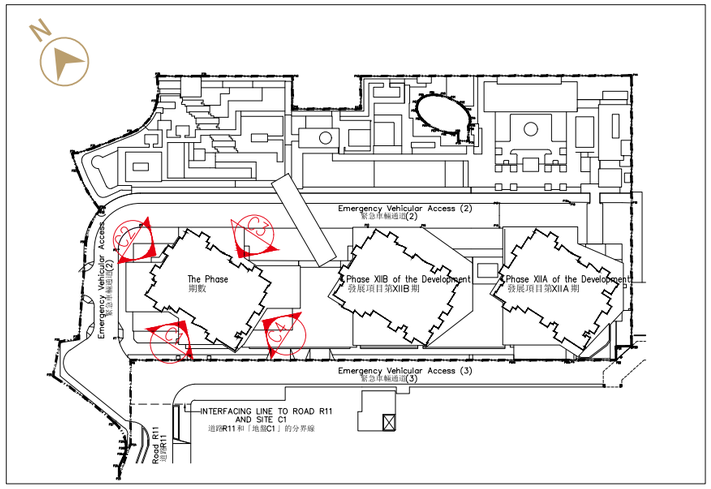
Elevation C3
立面圖 C3



Elevation C4
立面圖 C4



Key Plan
索引圖



Authorized Person for the Phase has certified that the elevations shown on these plans:

期數的認可人士證明本圖所顯示的立面:

(1) are prepared on the basis of the approved building plans for the Phase as of 19 September 2025; and the approved phasing plans for the Phase as of 2 September 2025; and

以2025年9月19日的情況為準的期數的經批准的建築圖則及以2025年9月2日的情況為準的期數的經批准的期數圖則為基礎擬備；及

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

大致上與期數的外觀一致。

21 INFORMATION ON COMMON FACILITIES IN THE PHASE
期數中的公用設施的資料

Common Facilities 公用設施	Floor 樓層	Covered 有上蓋遮蓋		Uncovered 無上蓋遮蓋		Total 總面積	
		Area (sq.m.) 面積(平方米)	Area (sq.ft.) 面積(平方呎)	Area (sq.m.) 面積(平方米)	Area (sq.ft.) 面積(平方呎)	Area (sq.m.) 面積(平方米)	Area (sq.ft.) 面積(平方呎)
Residents' 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)	Not Applicable 不適用						
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)							
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)							

22 INSPECTION OF PLANS AND DEED OF MUTUAL COVENANT
閱覽圖則及公契

1. A copy of the Outline Zoning Plan relating to the Development is available at www.ozp.tpb.gov.hk.
2. (a) A copy of the latest draft of every deed of mutual covenant in respect of the specified residential properties as at the date on which the specified residential properties are offered to be sold is available for inspection at the place at which the specified residential properties are offered to be sold.
   (b) The inspection is free of charge.

1. 備有關乎發展項目的分區計劃大綱圖的文本供閱覽的互聯網網站的網址為 www.ozp.tpb.gov.hk。
2. (a) 指明住宅物業的每一公契在將指明住宅物業提供出售的日期的最新擬稿的文本存放在指明住宅物業的售樓處，以供閱覽。
   (b) 無須為閱覽付費。

23 FITTINGS, FINISHES AND APPLIANCES
裝置、裝修物料及設備

1. Exterior finishes						
Item		Description				
(a)	External wall	Type of finishes	Façade of residential towers finished with ceramic tiles, aluminium cladding, metal grille, external paint and curtain wall. Transfer plate finished with aluminium cladding and stone cladding. Podium finished with artificial granite tile, metal louvers and grille, stone cladding, vertical greenery, glass wall, aluminium cladding and paint.			
(b)	Window	Material of the frame	Aluminium window frames.			
		Material of the glass	Insulated Glass Unit (IGU) of clear glass and light grey low-e coating glass, light grey tinted glass and fritted glass for bathroom (if applicable).			
(c)	Bay window	Material and window sill finishes	Not applicable.			
(d)	Planter	Type of finishes	Not applicable.			
(e)	Verandah or Balcony	Type of finishes	(i) Balcony			
			Wall	Ceiling	Floor	Balustrade
			Aluminium cladding and ceramic tiles (if applicable).	Aluminium ceiling.	Porcelain tiles.	Clear laminated glass fitted with aluminium frame and aluminium capping. Curb finished with ceramic tiles and aluminium cladding.
			(ii) No verandah.			
		Whether it is covered	Balcony is covered.			
(f)	Drying facilities for clothing	Type and material	Not applicable.			

1. 外部裝修物料						
細項		描述				
(a)	外牆	裝修物料的類型	住宅大樓外牆鋪砌瓷磚、鋁板、金屬格欄、外牆油漆及幕牆。 轉換層鋪砌鋁板及石蓋板。 平台鋪砌仿花崗岩磚、金屬百葉及格欄、石蓋板、垂直綠化牆、玻璃牆、鋁板及油漆。			
(b)	窗	框的用料	鋁質窗框。			
		玻璃的用料	雙層中空玻璃 (一面清玻璃及一面淺灰低輻射鍍膜玻璃)、淺灰玻璃及絲印玻璃於浴室 (如適用)。			
(c)	窗台	用料及窗台板的裝修物料	不適用。			
(d)	花槽	裝修物料的類型	不適用。			
(e)	陽台或露台	裝修物料的類型	(i) 露台			
			牆壁	天花	地板	圍欄
			鋁板及鋪砌瓷磚(如適用)。	鋁質天花。	高溫瓷質磚。	鋁質框鑲夾層清玻璃及鋁質頂欄。圍邊鋪砌瓷磚及鋁板。
			(ii) 沒有陽台。			
		是否有蓋	露台有蓋。			
(f)	乾衣設施	類型及用料	不適用。			

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

2. Interior finishes

Item		Description			
(a)	Lobby	Type of finishes	Wall	Floor	Ceiling
		Tower entrance lobbies at 7/F	Natural stone, metal, wood veneer, special paint and glass.	Natural stone.	Gypsum board false ceiling finished with emulsion paint, aluminium false ceiling finished with special paint and wood veneer finishes.
		Lift lobbies on residential floors	Porcelain tiles, metal, glass panel and vinyl wall cover.	Porcelain tiles.	Gypsum board false ceiling finished with emulsion paint and special paint.
		Carpark shuttle lobby	Porcelain tiles, glass panel, wood veneer, special paint and metal.	Natural Stone.	Gypsum board false ceiling finished with emulsion paint.
(b)	Internal wall and ceiling	Type of finishes	Wall		Ceiling
		Living room, Dining room and Bedroom	Emulsion paint where exposed.		Ceiling finished with emulsion paint where exposed and gypsum board bulkhead finished with emulsion paint.
			Mirror with stainless steel frame will be provided next to the flat main entrance door for below flats:		
			Tower / Floor / Flat 1(1A) / 8/F to 66/F / A, B, D & G 1(1B) / 8/F to 66/F / D & F		
(c)	Internal floor	Material	Floor		Skirting
		Living room, Dining room and Bedroom	Engineered timber flooring. Reconstituted stone border along edge of floor adjoining door to balcony and door to flat roof.		Engineered timber with wood veneer skirting.
(d)	Bathroom	Type of finishes	Wall	Floor	Ceiling
			Porcelain tiles (except those areas covered by vanity counter and mirror cabinet).	Porcelain tiles.	Aluminium false ceiling.
		Whether the wall finishes run up to the ceiling	Run up to false ceiling level.		

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

2. 室內裝修物料

細項		描述			
(a)	大堂	裝修物料的類型	牆壁	地板	天花板
		7樓各住宅大樓入口大堂	天然石材、金屬、木皮飾面、特色漆及玻璃。	天然石材。	髹乳膠漆之石膏板假天花、特色漆之鋁質天花及木皮飾面天花。
		住宅層升降機大堂	高溫瓷質磚、金屬、玻璃及膠質牆紙。	高溫瓷質磚。	髹乳膠漆及特色漆之石膏板假天花。
		停車場穿梭大堂	高溫瓷質磚、玻璃、木皮飾面、特色漆及金屬。	天然石材。	髹乳膠漆之石膏板假天花。
(b)	內牆及天花板	裝修物料的類型	牆壁		天花板
		客廳、飯廳及睡房	外露牆身配以乳膠漆		外露天花板髹乳膠漆及石膏板假陣髹乳膠漆。
			以下單位的主入口門旁配不銹鋼框鏡: 座 / 樓層 / 單位 1(1A) / 8樓至66樓 / A、B、D及G 1(1B) / 8樓至66樓 / D及F		
(c)	內部地板	用料	地板		牆腳線
		客廳、飯廳及睡房	複合木地板。 沿通往露台門戶及沿通往平台門戶之地台圍邊部份鋪砌人造石材。		木皮飾面複合木牆腳線。
(d)	浴室	裝修物料的類型	牆壁	地板	天花板
			高溫瓷質磚 (面盆櫃背及鏡櫃背除外)。	高溫瓷質磚。	鋁質假天花。
		牆壁的裝修物料是否鋪至天花板	鋪至假天花水平。		

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

2. Interior finishes

Item		Description				
(e)	Kitchen	Type of finishes	Wall	Floor	Ceiling	Cooking bench
			Porcelain tiles, ceramic tiles and glass for the below flats:	Porcelain tiles (except those areas covered by kitchen cabinet) for the below flats:	Aluminium false ceiling for the below flats:	Solid surface material.
			Tower / Floor / Flat 1(1A) / 8/F to 66/F / B 1(1B) / 8/F to 66/F / A			
			Wall	Floor	Ceiling	Cooking bench
			Gloss lacquer paint finishes timber panel, ceramic tiles and glass for the below flats:	Reconstituted stone border and engineered timber flooring (except those areas covered by kitchen cabinet) for the below flats:	Gypsum board false ceiling finished with emulsion paint for the below flats:	Solid surface material.
			Tower / Floor / Flat 1(1A) / 8/F to 66/F / A, C, D, E, F & G 1(1B) / 8/F to 66/F / B, C, D, E & F			
		Whether the wall finishes run up to the ceiling:	Run up to false ceiling level.			

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

2. 室內裝修物料

細項		描述				
(e)	廚房	裝修物料的類型	牆壁	地板	天花板	灶台
			高溫瓷質磚、瓷磚及玻璃於以下單位：	高溫瓷質磚於以下單位(廚櫃之底部範圍除外)：	鋁質假天花於以下單位：	實心面材。
			座 / 樓層 / 單位 1(1A) / 8樓至66樓 / B 1(1B) / 8樓至66樓 / A			
			牆壁	地板	天花板	灶台
			光油漆木板、瓷磚及玻璃於以下單位：	人造石材圍邊及複合木地板於以下單位(廚櫃之底部範圍除外)：	石膏板假天花髹乳膠漆於以下單位：	實心面材。
			座 / 樓層 / 單位 1(1A) / 8樓至66樓 / A、C、D、E、F及G 1(1B) / 8樓至66樓 / B、C、D、E及F			
		牆壁的裝修物料是否鋪至天花板	鋪至假天花水平。			

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

3. Interior fittings

Item		Description			
(a)	Doors		Material	Finishes	Accessories
		Flat main entrance door	Solid core fire rated timber door.	Wood veneer and metal trim.	Lockset, concealed door closer, door hinges, smoke seal, door stopper, security door chain and eye viewer.
		Sliding door to balcony/ utility platform/ flat roof	Aluminium framed sliding door with light grey tempered glass.	Fluorocarbon coated aluminium frame.	Door handle, lockset and door stopper.
		Bedroom door	Hollow core timber door.	Wood veneer and metal trim.	Door handle, lockset, door hinges and door stopper.
		Utility room door	Hollow core timber door.	Wood veneer.	Door handle, lockset, door hinges and door stopper.
			Timber louvre is provided for the utility room door of following flats:		

Tower	Floor	Flat
1(1B)	8/F to 66/F	A

	Kitchen door (except open kitchen)	Solid core fire rated timber door with fire rated glass.	Wood veneer and metal.	Door handle, concealed door closer, door hinges and door stopper.
	Bathroom with swing door	Hollow core timber door.	Wood veneer (except Flat E of Tower 1(1A) on 8/F to 66/F). Wood veneer and metal trim (applicable to Flat E of Tower 1(1A) on 8/F to 66/F).	Door handle, lockset, hook, door hinges and door stopper.

Timber louvre is provided for door of the following bathrooms:

Tower	Floor	Flat	Bathroom name
1(1A)	8/F to 66/F	A, B, C, D, F & G	Bathroom
1(1B)	8/F to 66/F	A, B, C, D, E & F	Bathroom
1(1B)	8/F to 66/F	A	Master Bathroom

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

3. 室內裝置

細項		描述			
(a)	門		用料	裝修物料	配件
		單位主入口門	實心防火木門。	木皮飾面及金屬飾條。	門鎖、暗藏氣鼓、門鉸、防煙條、門擋、防盜鏈及防盜眼。
		露台/工作平台/平台趟門	鋁質框趟門鑲淺灰色強化玻璃。	氟碳塗層鋁框。	門把手、門鎖及門擋。
		睡房門	空心木門。	木皮飾面及金屬飾條。	門把手、門鎖、門鉸及門擋。
		工作間	空心木門。	木皮飾面。	門把手、門鎖、門鉸及門擋。
			以下單位工作間門配以木百葉:		

座	樓層	單位
1(1B)	8樓至66樓	A

	廚房門(開放式廚房除外)	實心防火木門及防火玻璃。	木皮飾面及金屬。	門把手、暗藏氣鼓、門鉸及門擋。
	浴室掩門	空心木門。	木皮飾面(第1座(1A)8樓至66樓E單位除外)。 木皮飾面及金屬飾條(適用於第1座(1A)8樓至66樓E單位)。	門把手、門鎖、掛鉤、門鉸及門擋。

以下浴室門配以木百葉:

座	樓層	單位	浴室名稱
1(1A)	8樓至66樓	A、B、C、D、F及G	浴室
1(1B)	8樓至66樓	A、B、C、D、E及F	浴室
1(1B)	8樓至66樓	A	主人浴室

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

23 FITTINGS, FINISHES AND APPLIANCES
裝 置 、 裝 修 物 料 及 設 備

3. Interior fittings

Item		Description			
(a)	Doors		Material	Finishes	Accessories
		Bathroom with sliding door	Hollow core timber door.	Wood veneer.	Lockset and sliding track.
			Timber louvre is provided for door of the following bathrooms:		
			Tower / Floor / Flat / Bathroom name 1(1A) / 8/F to 66/F / E / Bathroom		
		Lavatory with folding door	Metal door with obscure glass.	Powder coating.	Lockset.
			For the following flats:		
			Tower / Floor / Flat / Lavatory name 1(1B) / 8/F to 66/F / A / Lavatory		
		Swing gate to roof	Galvanized mild steel.	Spray paint finish.	Gate lock, heavy duty gate hinges and cane-bolt with padlock
(b)	Bathroom	Type of fittings and equipment		Material of fittings and equipment	
		Countertop		Natural stone.	
		Vanity counter		Wooden vanity counter finished with metal and plastic laminate.	
		Mirror cabinet		Wooden mirror cabinet finished with mirror, metal, glass, plastic and plastic laminate.	
		Basin mixer		Chrome plated.	
		Towel bar and toilet paper holder		Stainless steel.	
		Wash basin and water closet		Vitreous china.	
		Type of water supply system		Material of water supply system	
		Cold and hot water supply system		Copper pipes.	
		Flushing water supply system		UPVC pipes.	

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

3. 室內裝置

細項		描述			
(a)	門		用料	裝修物料	配件
		浴室趟門	空心木門。	木皮飾面。	門鎖及趟軌。
			以下浴室木門配以木百葉:		
			座 / 樓層 / 單位 / 浴室名稱 1(1A) / 8樓至66樓 / E / 浴室		
		洗手間摺門	金屬門配以磨沙玻璃。	粉末塗層。	門鎖。
			適用於以下單位:		
			座 / 樓層 / 單位 / 洗手間名稱 1(1B) / 8樓至66樓 / A / 洗手間		
		天台掩閘	鍍鋅低碳鋼。	噴漆飾面。	鐵閘鎖、重型鐵閘鉸、帶掛鎖的螺栓門鎖。
(b)	浴室	裝置及設備的類型		裝置及設備的用料	
		櫃台面		天然石材。	
		面盆櫃		木製面盆櫃配以金屬及膠板。	
		鏡櫃		木製鏡櫃配以鏡、金屬、玻璃、膠板及膠板飾面。	
		洗手盆水龍頭		鍍鉻。	
		毛巾架及廁紙架		不銹鋼。	
		洗手盆及坐廁		陶瓷。	
		供水系統的類型		供水系統的用料	
		冷熱水供應系統		銅喉管。	
		沖水供應系統		膠喉管。	

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

3. Interior fittings			
Item		Description	
(b)	Bathroom	Type of bathing facilities (including shower or bath tub (if applicable))	Material of bathing facilities
		Bathtub (size: 1500mmL x 700mmW x 410mmH), bath tub mixer, curtain track and shower set for master bathroom	Enameled steel bath tub with stainless steel curtain track, chrome plated bathtub mixer and shower set.
		Shower compartment with shower set for bathroom	Clear tempered glass shower compartment with chrome plated shower mixer and shower set.
(c)	Kitchen	Material of sink unit	Stainless steel.
		Material of water supply system	Copper pipes.
		Material and finishes of kitchen cabinet	Wooden kitchen cabinet finished with plastic laminate and gloss lacquer paint finishes.
		Type of all other fittings and equipment	Smoke detector and sprinkler head installed in all flats except the following flats: Tower / Floor / Flat 1(1A) / 8/F to 66/F / B 1(1B) / 8/F to 66/F / A
(d)	Bedroom	Type and material of fittings (including built-in wardrobe)	Not applicable.
(e)	Telephone	Location and number of connection points	Please refer to the “Schedule of Mechanical and Electrical Provisions of Residential Units”.
(f)	Aerials	Location and number of connection points	Please refer to the “Schedule of Mechanical and Electrical Provisions of Residential Units”.

3. 室內裝置			
細項		描述	
(b)	浴室	沐浴設施的類型 (包括花灑或浴缸 (如適用))	沐浴設施的用料
		浴缸 (呎吋: 1500毫米長 x 700毫米闊 x 410毫米高) 配以浴缸水龍頭，浴簾路軌及花灑套裝於主人浴室	搪瓷鋼板浴缸配以不銹鋼浴簾路軌、鍍鉻浴缸龍頭及花灑套裝 。
		淋浴間配以浴室用花灑套裝	強化清玻璃淋浴間配有鍍鉻淋浴龍頭及花灑套裝。
(c)	廚房	洗滌盆的用料	不銹鋼。
		供水系統的用料	銅喉管。
		廚櫃的用料及裝修物料	木製廚櫃配以膠板及光油漆。
		所有其他裝置及設備的類型	所有單位均設消防花灑頭及煙霧偵測器，以下單位除外： 座 / 樓層 / 單位 1(1A) / 8樓至66樓 / B 1(1B) / 8樓至66樓 / A
(d)	睡房	裝置(包括嵌入式衣櫃)的類型及用料	不適用。
(e)	電話	接駁點的位置及數目	請參閱“住宅單位機電裝置數量説明表”。
(f)	天線	接駁點的位置及數目	請參閱“住宅單位機電裝置數量説明表”。

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

3. Interior fittings			
Item		Description	
(g)	Electrical installations	Electrical fittings (including safety devices)	Please refer to the “Schedule of Mechanical and Electrical Provisions of Residential Units”. Miniature Circuit Breaker (MCB) board completed with residual current protection is provided for all flats.
		Whether conduits are concealed or exposed	Conduits are concealed in part and exposed in part. Other than those parts of the conduits concealed within concrete, the rest of them are exposed. Exposed conduits may be covered or hidden by false ceiling, bulkheads, cabinets, cladding, non-concrete partition walls, designated pipe duct or other materials.
		Location and number of power points and air-conditioner points	Please refer to the “Schedule of Mechanical and Electrical Provisions of Residential Units”.
(h)	Gas Supply	Type, system and location	Town gas with separate gas meter, gas supply pipes and gas connection point are provided in all units and connected to gas water heater. For location of gas hob and gas water heater, please refer to the “Appliances Schedule”.
(i)	Washing Machine Connection Point	Location and design	Water inlet connection point of a design of 15mm in diameter and water outlet connection point of a design of 40mm in diameter are provided for washing machine. For locations, please refer to the “Schedule of Mechanical and Electrical Provisions of Residential units”.
(j)	Water Supply	Material of water pipes	Copper pipes for cold and hot water supply system. UPVC pipes for flushing water supply system.
		Whether water pipes are concealed or exposed	Water pipes are concealed in part and exposed in part. Exposed water pipes are covered by false ceiling, cabinet and bulkhead.
		Whether hot water is available	Hot water is available.

3. 室內裝置			
細項		描述	
(g)	電力裝置	供電附件(包括安全裝置)	請參閱“住宅單位機電裝置數量説明表”。 所有單位均裝有總電掣箱及包括漏電保護。
		導管是隱藏或外露	導管部份隱藏及部份外露。 除部份隱藏於混凝土內之導管外，其他部份的導管均為外露。 外露的導管可能被假天花、假陣、貯存櫃、覆面、非混凝土間牆，指定之槽位或其他物料遮蓋或掩藏。
		電插座及空調機接駁點的位置及數目	請參考“住宅單位機電裝置數量説明表”。
(h)	氣體供應	類型、系統及位置	所有單位均設煤氣供應配獨立煤氣錶、煤氣喉及煤氣接駁點及接駁至煤氣熱水爐。 煤氣煮食爐及煤氣熱水爐位置請參考“設備説明表”。
(i)	洗衣機接駁點	位置及設計	設有洗衣機來水接駁喉位 (其設計為直徑15毫米) 及去水接駁喉位 (其設計為直徑40毫米)。 有關接駁點的位置，請參考“住宅單位機電裝置數量説明表”。
(j)	供水	水管的用料	冷熱水供水系統採用銅喉管。 沖水供水系統採用膠喉管。
		水管是隱藏或外露	部份水管是隱藏及部份水管是外露；外露水管被假天花、櫃及假陣掩蓋。
		有否熱水供應	有熱水供應。

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

4. Miscellaneous

Item		Description	
(a)	Lifts	Brand name and model number	Number and floors served by them:
		Schindler S7000	6 numbers of lifts are provided for residential towers: Tower / Lift no. / No. of floors served 1(1A) / L1, L3 / 7/F to 12/F, 15/F to 20/F, 22/F to 23/F, 25/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F, 55/F to 63/F, 65/F to 66/F 1(1A) / L2 / 3/F, 5/F to 12/F, 15/F to 20/F, 21/F*, 22/F to 23/F, 25/F to 33/F, 35/F to 43/F, 45/F to 48/F, 49/F*, 50/F to 53/F, 55/F to 63/F, 65/F to 66/F and Roof 1(1B) / L4, L5, L6 / 7/F to 12/F, 15/F to 20/F, 22/F to 23/F, 25/F to 33/F, 35/F to 43/F, 45/F to 48/F, 50/F to 53/F, 55/F to 63/F, 65/F to 66/F * Lift door operates only upon activation of corresponding fireman's switch.
		Schindler 5500MRL	5 numbers of lifts are provided for podium and carpark: Lift no. / No. of floors served L19 / 3/F, 5/F-7/F L20 / 3/F, 5/F-7/F L21 / 3/F, 5/F-7/F L22 / 3/F and 7/F L23 / 3/F, 5/F and 6/F
(b)	Letter box	Material	Stainless steel.
(c)	Refuse collection	Means of refuse collection	Refuse will be collected by cleaner.
		Location of refuse room	Refuse storage and material recovery room is located at each residential floor. Refuse storage and material recovery chamber is located at 3/F.

4. 雜項

細項		描述	
(a)	升降機	品牌名稱及產品型號	升降機的數目及到達的樓層:
		迅達 S7000	住宅大樓設有6部升降機： 座 / 升降機號碼 / 到達的樓層 1(1A) / L1, L3 / 7樓至12樓、15樓至20樓、22樓至23樓、25樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓、55樓至63樓、65樓至66樓 1(1A) / L2 / 3樓、5樓至12樓、15樓至20樓、21樓*、22樓至23樓、25樓至33樓、35樓至43樓、45樓至48樓、49樓*、50樓至53樓、55樓至63樓、65樓至66樓及天台 1(1B) / L4, L5, L6 / 7樓至12樓、15樓至20樓、22樓至23樓、25樓至33樓、35樓至43樓、45樓至48樓、50樓至53樓、55樓至63樓、65樓至66樓 *升降機門只有在啓動相關消防員開關掣時才運行。
		迅達 5500MRL	平台及停車場設有5部升降機： 升降機號碼 / 到達的樓層 L19 / 3樓、5樓至7樓 L20 / 3樓、5樓至7樓 L21 / 3樓、5樓至7樓 L22 / 3樓及7樓 L23 / 3樓、5樓及6樓
(b)	信箱	用料	不銹鋼。
(c)	垃圾收集	垃圾收集的方法	由清潔工人收集垃圾。
		垃圾房的位置	垃圾及物料回收室位於每層住宅樓層。 垃圾及物料回收房設於3樓。

In relation to item 4(a) and 6 in the Phase specified in the above table, the vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

有關於期數在上述列表所指明之第4(a)及第6細項，賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

4. Miscellaneous				
Item		Description		
(d)	Water meter, electricity meter and gas meter		Location	Whether they are separate or communal meters for residential properties:
		Water meter	In water meter cabinet on each residential floor.	Separate meter.
		Electricity meter	In electrical meter room on each residential floor.	Separate meter.
		Gas meter	Gas meter is provided above false ceiling of flat roof on 8/F for the following flats: Tower 1(1A): Floor 8/F, Flat A, B, D, E, F & G Tower 1(1B): Floor 8/F, Flat A,B, C, D, E & F Gas meter is provided above the false ceiling of the balcony for all other units.	Separate meter.

4. 雜項				
細項		描述		
(d)	水錶、電錶及氣體錶		位置	就住宅單位而言是獨立抑或公用的錶
		水錶	每層住宅樓層之水錶櫃。	獨立錶。
		電錶	每層住宅樓層之電錶房。	獨立錶。
		氣體錶	以下單位氣體錶安裝於8樓平台的假天花以上: 1(1A) 8樓 A、B、D、E、F及G 1(1B) 8樓 A、B、C、D、E及F 其餘所有單位的氣體錶安裝於露台假天花以上。	獨立錶。

5. Security facilities	
Security system and equipment (including details of built-in provisions and their locations)	The tower entrance lobbies, shuttle lift lobbies, lifts, clubhouse and common areas are installed with CCTV system. Color video door phone is installed in each residential unit and linked to the panel at the concierge at main lobby. Visitor panel with built-in CCTV camera, intercom, Octopus Card Reader, Caretaker Push Button, Bluetooth & QR Code Reader and Control Unit for residents' access is provided at the tower entrance lobby on 3/F, 5/F, 6/F & 7/F. Vehicular control system is installed at the carparking entrance on 3/F. Panic alarm push button is provided at color video door phone of each unit and is linked to Security Control Room on 7/F.

5. 保安設施	
保安系統及設備(包括嵌入式的裝備的細節及其位置)	住宅大樓入口大堂、穿梭升降機大堂、升降機、會所及公用位置均設有閉路電視系統。各住宅單位設有彩色視像對講機，連接大堂禮賓部之視像對講系統。3樓、5樓、6樓及7樓住宅大樓入口大堂均裝置有閉路電視攝像頭、對講機、智能卡讀卡器、管理員按鈕、藍牙及二維碼讀卡器的訪客對講系統及住戶進出管理系統。於3樓停車場出入口均設有汽車控制系統。各單位的彩色視像對講機備有防盜警鐘按鈕，連接7樓保安控制室。

6. Appliances
For brand name and model number, please refer to the "Appliances Schedule".

6. 設備
有關品牌名稱及產品型號, 請參閱"設備説明表"。

In relation to item 4(a) and 6 in the Phase specified in the above table, the vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

- There is no designation of 13/F, 14/F, 24/F, 34/F, 44/F, 54/F & 64/F.
- 21/F and 49/F are refuge floors.
- Residential floor starts from 8/F.

有關於期數在上述列表所指明之第4(a)及第6細項，賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

- 不設13樓、14樓、24樓、34樓、44樓、54樓及64樓。
- 21樓及49樓為庇護層。
- 住宅層由8樓開始。

Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 1 (1A) 第1座(1A)														Tower 1 (1B) 第1座(1B)											
				8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-66/F 9樓至20樓、22樓至48樓、50樓至66樓							8/F 8樓						9/F-20/F, 22/F-48/F, 50/F-66/F 9樓至20樓、22樓至48樓、50樓至66樓					
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Air Conditioner Platform 冷氣機平台	VRF Type Air Conditioner (Outdoor Unit) 變流量多聯冷氣機（室外機）	Panasonic 樂聲牌	U-4LE2H4	-	-	-	-	-	-	-	-	-	-	-	v	v	v	-	-	-	-	-	-	-	-	-	-	v	-
			U-5LE2H4	-	-	v	-	-	-	-	v	v	v	v	-	-	-	-	-	-	-	-	-	-	v	v	v	-	v
			U-6LE2H4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-
Flat Roof 平台	VRF Type Air Conditioner (Outdoor Unit) 變流量多聯冷氣機（室外機）	Panasonic 樂聲牌	U-4LE2H4	-	-	-	-	v	v	v	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	-	-
			U-5LE2H4	v	v	-	v	-	-	-	-	-	-	-	-	-	-	-	v	v	v	-	v	-	-	-	-	-	-
			U-6LE2H4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	-	-	-	-	-	-
	Gas Water Heater 煤氣熱水爐	TGC	RBOX16QR / RBOX16QL	v	v	-	v	v	v	v	-	-	-	-	-	-	-	-	v	v	v	v	v	-	-	-	-	-	-
Balcony 露台	Gas Water Heater 煤氣熱水爐	TGC	RBOX16QR / RBOX16QL	-	-	v	-	-	-	-	v	v	v	v	v	v	v	-	-	-	-	-	-	-	v	v	v	v	v
Living Room / Dining Room 客廳/飯廳	VRF Type Air Conditioner (Indoor Unit) 變流量多聯冷氣機（室內機）	Panasonic 樂聲牌	S-73MK2E5A	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
	Video Door Phone 視像對講機	Urmet	SIGNO	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
	Refrigerator 雪櫃	Siemens 西門子	KI86NAF31K	v	-	v	v	v	v	v	v	-	v	v	v	v	v	-	v	v	v	v	v	-	v	v	v	v	v
Master Bedroom 主人睡房	VRF Type Air Conditioner (Indoor Unit) 變流量多聯冷氣機（室內機）	Panasonic 樂聲牌	S-36MK2E5A	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
Bedroom 1 睡房1	VRF Type Air Conditioner (Indoor Unit) 變流量多聯冷氣機（室內機）	Panasonic 樂聲牌	S-28MK2E5A	v	v	v	v	-	-	-	v	v	v	v	-	-	-	v	v	v	v	-	v	v	v	v	v	-	v
Bedroom 2 睡房2	VRF Type Air Conditioner (Indoor Unit) 變流量多聯冷氣機（室內機）	Panasonic 樂聲牌	S-28MK2E5A	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
Utility Room 工作間	Split Type Air Conditioner (Indoor Unit) 分體式冷氣機（室內機）	Panasonic 樂聲牌	CS-LE9WKA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
Air Conditioner Hood 空調遮簷	Split Type Air Conditioner (Outdoor Unit) 分體式冷氣機（室外機）	Panasonic 樂聲牌	CU-LE9WKA	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Notes :

1. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.
2. "v" means such appliance(s) is/are provided and/or installed in the residential unit, "-" means such appliance(s) is/are not provided and/or installed in the residential unit.

備註：

1. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。
2. "v" 表示此設備於該住宅單位內提供及/或安裝， "-" 表示此設備於該住宅單位內沒有提供及/或安裝。

Appliances Schedule 設備説明表

Location 位置	Appliance 設備	Brand 品牌	Model No. 型號	Tower 1 (1A) 第1座(1A)														Tower 1 (1B) 第1座(1B)											
				8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-66/F 9樓至20樓、22樓至48樓、50樓至66樓							8/F 8樓						9/F-20/F, 22/F-48/F, 50/F-66/F 9樓至20樓、22樓至48樓、50樓至66樓					
				A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F
Open Kitchen / Kitchen 開放式廚房 / 廚房	Cooker Hood 抽油煙機	Siemens 西門子	LI67SA531B	v	v	v	v	v	v	v	v	v	v	v	v	v	v	-	v	v	v	v	v	-	v	v	v	v	v
			LI97SA531B	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
	Gas Hob (Wok Burner) 煤氣煮食爐 (炒鑊用)	Siemens 西門子	ER3A6AB70X	v	v	v	v	-	-	-	v	v	v	v	-	-	-	v	v	v	v	-	v	v	v	v	v	-	v
	Gas Hob (2-Burners) 煤氣煮食爐 (雙爐頭)	Siemens 西門子	ER3A6BB70X	-	v	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
	Induction Hob (2-Zone) 電磁煮食爐 (雙爐頭)	Siemens 西門子	EH375FBB1E	v	-	v	v	-	-	-	v	-	v	v	-	-	-	-	v	v	v	-	v	-	v	v	v	-	v
	Induction Hob (3-Zone) 電磁煮食爐 (三爐頭)	Siemens 西門子	EH675LDC2E	-	-	-	-	v	v	v	-	-	-	-	v	v	v	-	-	-	-	v	-	-	-	-	-	v	-
	Microwave Oven with Grill 微波燒烤爐	Siemens 西門子	BE732L1BIB / BE732R1B1B	-	-	-	-	v	v	v	-	-	-	-	v	v	v	v	-	-	-	v	-	v	-	-	-	v	-
	Combi Steam Oven 蒸焗爐	Siemens 西門子	CS736G1B1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
	7 in 1 Steam Oven with Microwave 7 合 1 微波燒烤蒸焗爐	Siemens 西門子	CP565AGS0B	v	v	v	v	-	-	-	v	v	v	v	-	-	-	-	v	v	v	-	v	-	v	v	v	-	v
	Refrigerator 雪櫃	Siemens 西門子	KI86NAF31K	-	v	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
	2 in 1 Washer & Dryer 2 合1 洗衣乾衣機	Siemens 西門子	WK14D321HK	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
	Gas Water Heater 煤氣熱水爐	TGC	TNJW221TFQL	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
	Ventilation fan 抽氣扇	Panasonic 樂聲牌	FV-18NS3H	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
Master Bathroom 主人浴室	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
	Ventilation fan 抽氣扇	Panasonic 樂聲牌	FV-18NS3H	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-
Bathroom 浴室	Thermo Ventilator 浴室寶	Panasonic 樂聲牌	FV-40BE3H	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
	Ventilation fan 抽氣扇	Panasonic 樂聲牌	FV-18NS3H	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v	v
Lavatory 洗手間	Ventilation fan 抽氣扇	Panasonic 樂聲牌	FV-18NS3H	-	-	-	-	-	-	-	-	-	-	-	-	-	-	v	-	-	-	-	-	v	-	-	-	-	-

The vendor undertakes that if lifts or appliances of the specified brand name or model number are not installed in the Phase, lifts or appliances of comparable quality will be installed.

賣方承諾如期數中沒有安裝指明的品牌名稱或產品型號的升降機或設備，便會安裝品質相若的升降機或設備。

Notes :

1. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.
2. "v" means such appliance(s) is/are provided and/or installed in the residential unit, "-" means such appliance(s) is/are not provided and/or installed in the residential unit.

備註：

1. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。
2. "v" 表示此設備於該住宅單位內提供及/或安裝， "-" 表示此設備於該住宅單位內沒有提供及/或安裝。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量說明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																						Tower 1 (1B) 第1座(1B)													
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Main Entrance 大門入口	Door Bell Push Button 門鈴按鈕		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Living Room / Dining Room 客廳 / 飯廳	Switch for Indoor A/C Unit 室內冷氣機開關掣		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Fused spur unit for UV Sterilization Light 紫外線殺菌燈接線位連保險絲	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	1	-	1	-	-	1	1	-	1	-	-	1	1	-	1	-
		13A Single Socket Outlet 13A單位電插座	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-
	13A Single Socket Outlet with USB 13A單位電插座連USB插座		-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-
	13A Twin Socket Outlet 13A雙位電插座		3	4	3	3	3	3	3	3	4	3	3	3	3	3	3	4	3	3	3	3	3	4	3	3	3	3	3	4	3	3	3	3	3	4	3	3	3	3	3
		13A Twin Socket Outlet 13A雙位電插座	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	1	1	-	-	-	-	1	1	-	-	-	-	1	1	-	-	-
	TV/FM Outlet 電視及電台插座		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Telephone Outlet 電話插座		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
	Switch for Bathroom Exhaust Fan & Thermo Ventilator 浴室抽氣扇及浴室寶開關掣		1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1
	Switch for Kitchen Exhaust Fan & Gas Water Heater 廚房抽氣扇及廚房熱水爐開關掣		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Fiber Outlet 光纖插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. "-" means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。 "-" 表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量說明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																						Tower 1 (1B) 第1座(1B)													
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓						9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓						66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Living Room / Dining Room 客廳 / 飯廳	Lighting Switch 燈掣		5	5	5	5	5	4	4	5	5	5	5	5	4	4	5	5	5	5	5	4	4	5	5	5	5	4	5	5	5	5	4	5	5	5	5	4	5
	Lighting Point 燈位		4	4	3	4	2	2	3	4	4	3	4	2	2	3	4	4	3	4	2	2	3	5	3	3	4	2	4	5	3	3	4	2	4	5	3	3	4	2	4
	Video Door Phone 視像對講機		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Door Bell 門鈴		1	-	1	1	1	1	1	1	-	1	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1
		UV Sterilization Light for Built-in Cabinet 嵌入式櫃紫外線殺菌燈	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	-	1	-	-	1	-	-	1	1	-	1	-	-	1	1	-	1	-	-	1	1	-	1	-
Master Bedroom 主人睡房	Switch for Indoor A/C Unit 室內冷氣機開關掣		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet with USB 13A雙位電插座連USB插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	13A Twin Socket Outlet 13A雙位電插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	1	1	1	1	1	2	1	1	1	1	1	2	1	1	1	1	1
	TV/FM Outlet 電視及電台插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Telephone Outlet 電話插座		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Switch for Bathroom Exhaust Fan & Thermo Ventilator 浴室抽氣扇及浴室寶開關掣		-	-	-	-	1	1	1	-	-	-	-	1	1	1	-	-	-	-	1	1	1	1	-	-	-	1	-	1	-	-	-	1	-	1	-	-	-	1	-
	Lighting Switch 燈掣		1	1	1	1	2	2	2	1	1	1	1	2	2	2	1	1	1	1	2	2	2	1	1	1	1	2	1	1	1	1	1	2	1	1	1	1	1	2	1
	Lighting Point 燈位		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. “-” means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. “1, 2, ...”表示提供於該住宅單位內的裝置數量。 “-”表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量說明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																				Tower 1 (1B) 第1座(1B)													
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Bedroom 1 睡房1	Switch for Indoor A/C Unit 室內冷氣機開關掣		1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1
	13A Twin Socket Outlet 13A雙位電插座		2	2	2	2	-	-	-	2	2	2	2	-	-	-	2	2	2	2	-	-	-	2	2	2	2	-	2	2	2	2	2	-	2	2	2	2	2	-	2
	TV/FM Outlet 電視及電台插座		1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1
	Telephone Outlet 電話插座		1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1
	Lighting Switch 燈掣		1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1
	Lighting Point 燈位		1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1
Bedroom 2 睡房2	Switch for Indoor A/C Unit 室內冷氣機開關掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	13A Twin Socket Outlet 13A雙位電插座		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-
	TV/FM Outlet 電視及電台插座		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Telephone Outlet 電話插座		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Switch 燈掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. "-" means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。 "-" 表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量說明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																				Tower 1 (1B) 第1座(1B)													
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓						9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓						66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Master Bathroom 主人浴室		13A Single Socket Outlet 13A單位電插座	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
		Fused Spur Unit 接線位連保險絲	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	3	-	-	-	-	-	3	-	-	-	-	-
		Cable Connection Unit 接線位	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	3	-	-	-	-	-	3	-	-	-	-	-	3	-	-	-	-	-
		Town Gas Water Heater Remote Control 煤氣熱水爐溫度控制器	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
Bathroom 浴室		13A Single Socket Outlet 13A單位電插座	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Fused Spur Unit 接線位連保險絲	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
		Cable Connection Unit 接線位	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位		3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
		Town Gas Water Heater Remote Control 煤氣熱水爐溫度控制器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Lavatory 洗手間		Fused Spur Unit 接線位連保險絲	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. "-" means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。 "-" 表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量說明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																						Tower 1 (1B) 第1座(1B)													
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓						9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓						66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Kitchen / Open Kitchen 廚房/ 開放式廚房		13A Single Socket Outlet connected with kitchen appliance 13A單位電插座（已接駁廚房設備）	2	2	2	2	3	3	3	2	2	2	2	3	3	3	2	2	2	2	3	3	3	3	2	2	2	3	2	3	2	2	2	3	2	3	2	2	2	3	2
	13A Twin Socket Outlet 13A雙位電插座		2	2	2	2	1	1	2	2	2	2	2	1	1	2	2	2	2	2	1	1	2	2	2	2	2	1	2	2	2	2	2	1	2	2	2	2	2	1	2
		Fused Spur Unit 接線位連保險絲	4	5	4	4	3	3	3	4	5	4	4	3	3	3	4	5	4	4	3	3	3	6	4	4	4	3	4	6	4	4	4	3	4	6	4	4	4	3	4
		Cable Connection Unit 接線位	2	1	2	2	1	1	1	2	1	2	2	1	1	1	2	1	2	2	1	1	1	1	2	2	2	1	2	1	2	2	2	1	2	1	2	2	2	1	2
		Town Gas Water Heater Remote Control 煤氣熱水爐溫度控制器	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Washing Machine Connection Point (Water Inlet) 洗衣機接駁點（來水位）	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
		Washing Machine Connection Point (Water Outlet) 洗衣機接駁點（去水位）	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
	Lighting Point 燈位		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	2	2	2	2	2	3	2	2	2	2	2	3	2	2	2	2	2
	Door Bell 門鈴		-	1	-	-	-	-	-	-	1	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
		Miniature Circuit Breakers Board 總電掣箱	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	-	1	1	1	1	1	1

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. "-" means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。 "-" 表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量說明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																				Tower 1 (1B) 第1座(1B)											
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓						9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓						66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Utility Room 工作間	Switch for Indoor A/C Unit 室內冷氣機開關掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Miniature Circuit Breakers Board 總電掣箱		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	13A Single Socket Outlet 13A 單位電插座		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Switch for Lavatory Exhaust Fan 洗手間抽氣扇開關掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Switch 燈掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-
	Lighting Point 燈位		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-	2	-	-	-	-	-
Utility Platform 工作平台	Utility Platform Light 工作平台燈		-	-	1	-	-	-	-	1	1	1	1	-	-	-	1	1	1	1	-	-	-	-	-	-	-	-	-	1	1	1	1	-	-	1	1	1	1	-	-
Balcony 露台		Fused Spur Unit 接線位連保險絲	-	-	1	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	-	-	-	-	-	-	1	1	1	1	1	-	1	1	1	1	1
	Balcony Light 露台燈		-	-	-	-	-	-	-	-	-	-	-	1	1	1	-	-	-	-	1	1	1	-	-	-	-	-	-	-	-	-	-	1	1	-	-	-	-	1	1
Air Conditioner Platform 冷氣機平台		Isolator for Outdoor Air Conditioner 室外冷氣機開關掣	-	-	1	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1	1	1	-	-	-	-	-	-	1	1	1	1	1	1	1	1	1	1	1	1
Air Conditioner Hood 空調遮簷	Isolator for Outdoor Air Conditioner 室外冷氣機開關掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-	1	-	-	-	-	-

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. "-" means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。 "-" 表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 說明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

Schedule of Mechanical & Electrical Provisions of Residential Units
住宅單位機電裝置數量説明表

Location 位置	Description 描述		Tower 1 (1A) 第1座(1A)																				Tower 1 (1B) 第1座(1B)											
			8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓							66/F 66樓							8/F 8樓							9/F-20/F, 22/F-48/F, 50/F-65/F 9樓至20樓、22樓至48樓、50樓至65樓						66/F 66樓					
	Exposed Type Provision 外露型裝置	Non-exposed Type Provision 非外露型裝置	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	G	A	B	C	D	E	F	A	B	C	D	E	F	A	B	C	D	E	F
Flat Roof 平台	Isolator for Outdoor Air Conditioner 室外冷氣機開關掣		1	1	-	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-
	13A Watertight Socket Outlet 13A 防水電插座		2	2	-	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-
	Lighting Point 燈位		2	3	-	2	4	4	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	3	3	3	3	-	-	-	-	-	-	-	-	-	-	-	-
		Fused Spur Unit 接線位連保險絲	1	1	-	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-
Roof 天台	Weatherproof Lighting Switch 防水燈掣		-	-	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1	1	-	-	-	-	-	-	-	-	-	-	-	-	1	1	1	1	1	1
	13A Watertight Socket Outlet 13A 防水電插座		-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	2	2	2	2	2	2	-	-	-	-	-	-	-	-	-	-	-	-	2	2	2	2	2	2
	Lighting Point 燈位		-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	4	4	4	3	2	3	-	-	-	-	-	-	-	-	-	-	-	-	4	4	4	2	2	4

Notes :

1. "1, 2, ..."denotes the quantity of such provision(s) provided in the residential unit. "-" means such provision(s) is/are not provided and/or installed in the residential unit.
2. The quantity of the lighting switch shown in the schedule denotes the quantity of switch faceplate.
3. 13/F, 14/F, 24/F, 34/F, 44/F, 54/F and 64/F are omitted. 21/F and 49/F are refuge floors.

備註：

1. "1, 2, ..." 表示提供於該住宅單位內的裝置數量。 "-" 表示此裝置於該住宅單位內沒有提供及/或安裝。
2. 説明表所顯示的燈掣數量是表示燈掣面板的數量。
3. 不設13樓、14樓 、24樓、34樓、44樓 、54樓及64樓。21樓及49樓為庇護層。

24 SERVICE AGREEMENTS
服 務 協 議

Potable and flushing water is supplied by Water Supplies Department.
Electricity is supplied by CLP Power Hong Kong Limited.
Towngas is supplied by The Hong Kong and China Gas Company Limited.

食水及沖廁水由水務署供應。
電力由中華電力有限公司供應。
煤氣由香港中華煤氣有限公司供應。

25 GOVERNMENT RENT
地 税

The Owner of a residential property is liable for the Government rent payable for the specified residential properties from the date of the Land Grant up to and including the date of the assignments of the specified residential properties.

住宅物業擁有人有法律責任繳付有關指明住宅物業由批地文件之日期起計直至該等指明住宅物業之轉讓契日期(包括該日)之地税。

26 MISCELLANEOUS PAYMENTS BY PURCHASER
買 方 的 雜 項 付 款

On the delivery of the vacant possession of the specified residential property to the purchaser, the purchaser is liable to reimburse the Owner for the deposits for water, electricity and gas.

On that delivery, the purchaser is not liable to pay to the Owner a debris removal fee.

Note: On that delivery, the purchaser is liable to pay a debris removal fee to the manager (not the Owner) of the Phase under the Principal Deed of Mutual Covenant and Management Agreement, and where the Owner has paid the debris removal fee, the purchaser shall reimburse the Owner for the same.

在向買方交付指明住宅物業在空置情況下的管有權時，買方須負責向擁有人補還水、電力及氣體的按金。

在交付時，買方不須向擁有人支付清理廢料的費用。

備註：在交付時，買方須根據主公共契約及管理協議向期數的管理人(而非擁有人)支付清理廢料的費用，而如擁有人已支付清理廢料的費用，買方須向擁有人補還清理廢料的費用。

27 DEFECT LIABILITY WARRANTY PERIOD
欠 妥 之 處 的 保 養 責 任 期

The Vendor shall, at its own cost and as soon as reasonably practicable after receipt of a written notice served by the purchaser within 6 months after the date of completion of the sale and purchase of any specified residential property, remedy any defects in such property, or its fittings, finishes or appliances incorporated into such property as set out in the agreement for sale and purchase concerned, caused otherwise than by the act or neglect of the purchaser.

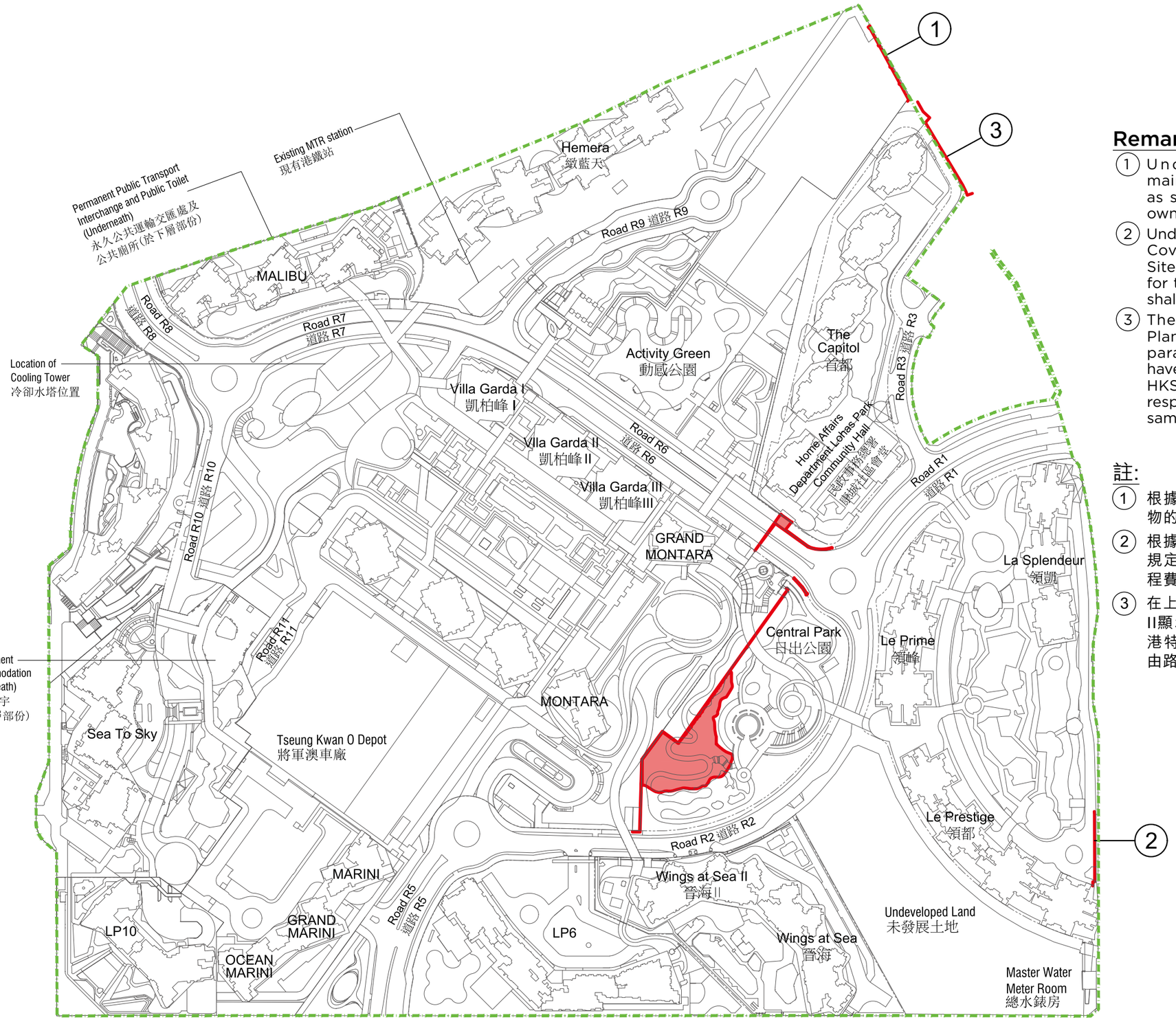
凡任何指明住宅物業或於相關買賣合約列出之裝設於該物業內的裝置、裝修物料或設備有欠妥之處，而該欠妥之處並非由買方行為或疏忽造成，則賣方在接獲買方在買賣成交日期後的6個月內送達的書面通知後，須於合理地切實可行的範圍內，盡快自費作出補救。

28 MAINTENANCE OF SLOPES
斜 坡 維 修

1. The Land Grant requires the owners of the residential properties in the Phase to maintain the slope at their own costs.
2. Special Condition No.(68)(a) of the Land Grant stipulates that "Where there is or has been any cutting away, removal or setting back of any land, or any building up or filling in or any slope treatment works of any kind whatsoever, whether with or without the prior written consent of the Director, either within the lot or on any Government land, which is or was done for the purpose of or in connection with the formation, levelling or development of the lot or any part thereof or any other works required to be done by the Grantee under these Conditions, or for any other purposes, the Grantee shall at his own expense carry out and construct such slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works as shall or may then or at any time thereafter be necessary to protect and support such land within the lot and also any adjacent or adjoining Government or leased land and to obviate and prevent any falling away, landslip or subsidence occurring thereafter. The Grantee shall at all times during the term hereby granted maintain at his own expense the said land, slope treatment works, retaining walls or other support, protection, drainage or ancillary or other works in good and substantial repair and condition to the satisfaction of the Director."
3. Each of the owners is obliged to contribute towards the costs of the maintenance work. Clause 16 of Section E of the Principal Deed of Mutual Covenant and Management Agreement dated 16th June 2009 registered in the Land Registry by Memorial No.09062303030203 ("the PDMC") stipulates that "(a) The Owners shall at their own expense, maintain, repair and carry out such works as are necessary in relation to any slopes, retaining walls, supports, foundations, drainage works or other structures within or outside the Land (collectively "slope structures"), including but not limited to those slope structures more particularly identified on the Slope Plan I and Slope Plan II annexed to this Deed and those slope structures to be more particularly identified on the slope plans to be annexed to any Sub-Deed of Mutual Covenant or Sub-Sub-Deed of Mutual Covenant, for the purpose of complying with the provisions of the Government Grant and "Geoguide 5-Guide to Slope Maintenance" issued by the Geotechnical Engineering Office of the Civil Engineering and Development Department (as amended or substituted from time to time) and the maintenance manual for the slope structures ("slope maintenance manual") prepared in accordance with Geoguide 5 Provided that if any of the slope structures is situated within or abutting on a Phase or Phases or the Station Complex, only the Owners of Units in that Phase or the relevant Phases or the Owner of the Station Complex (as the case may be) shall at their own expense be responsible for maintaining, repairing and carrying out works in respect of such slope structures in accordance with this Clause. Notwithstanding the proviso above, the cost of maintaining, repairing and carrying out works in respect of the slope structures within the Green Hatched Black Area as defined in Special Condition (8)(b)(iii) of the Government Grant and more particularly identified on Slope Plan II annexed to this Deed shall be borne by and apportioned between MTR as Owner of the Station Complex and the Owners of the part(s) of the Non-Station Development which has/have been completed for the time being pursuant to Clause 8(e) of this Section but subject to Clause 9 of this Section. (b) The Owner of the Station Complex shall at its own expense be solely responsible for maintaining, repairing and carrying out works in respect of the slope structures within or abutting on the Station Complex and more particularly identified on Slope Plan I annexed to this Deed."
4. Under the PDMC, the manager of the Development has the owners' authority to carry out the maintenance work. Clause 1(b)(xv) of Section I of the PDMC stipulates that the Manager shall have the powers and duties "To engage suitable qualified personnel to inspect maintain and repair the slope structures which are required to be maintained by the Owners of the Land pursuant to the provisions of the Government Grant and in accordance with "Geoguide 5 - Guide to Slope Maintenance" published by the Geotechnical Engineering Office of the Civil Engineering and Development Department as amended or replaced from time to time, the slope maintenance manual and all guidelines issued from time to time by the appropriate Government departments regarding the maintenance of the slope structures Provided that the aforesaid right of the Manager may also be exercised by the Owners Corporation Provided further that the Manager shall not be personally liable for carrying out any such requirements of the Government Grant which shall remain the responsibility of the Owners of the Land or the relevant Phase(s) or the Station Complex (as the case may be) if having used all reasonable endeavours, the Manager has not been able to collect the costs of the required works from all the relevant Owners."
5. The slope structures within or outside the land on which the Phase is situated, including those delineated in Slope Plan I and Slope Plan II annexed to the PDMC referred to in paragraph 3 above, are for identification purpose only shown in the plan below of this section.

1. 批地文件規定，期數中的住宅物業的擁有人須自費維修斜坡。
2. 批地文件的第(68)(a)條批地特別條款規定"如該地段或任何「政府」官地現時或以往曾經配合或因應該地段或其任何部分的平整、水準測量或發展事宜進行削土、移土或土地後移工程，或建造或填土工程或任何類型的斜坡處理工程，或此等「批地條款」等規定「承批人」執行的其他工程，不論事前是否獲「署長」書面同意，「承批人」亦須於當時或嗣後任何時間，按需要自費進行及建造斜坡處理工程、護土牆或其他支承結構、防護結構、排水或輔助或其他工程，以保護及支撐該地段內的土地和任何毗連或毗鄰「政府」官地或已批租土地，同時避免及防止其後發生滑土、山泥傾瀉或地陷。「承批人」應在本文協定的整個批租年期內自費維修上述土地、斜坡處理工程、護土牆或其他支承結構、防護結構、排水或附屬或其他工程，以保持其維修充足及狀態良好，令「署長」滿意。"
3. 每名擁有人均須分擔維修工程的費用。2009年6月16日於土地註冊處註冊為「註冊摘要」第09062303030203號之主公共契約及管理協議（「主公契」）第E節第16條規定"(a)業主必須自費保養、維修及進行與該土地以內或以外的任何斜坡、護土牆、承托物、地基、排水工程或其他構築物（統稱"斜坡構築物"）相關的必要的工程，包括但不限於該等特別顯示於附加在本公契的斜坡圖則I及斜坡圖則II內的斜坡構築物及該等特別顯示於附加在任何副公契或副副公契的斜坡圖則內的斜坡構築物，以遵守批地文件的條文及符合由土木工程署的土力工程處出具的岩土指南第五冊—斜坡維修指南（包括不時的修訂及替代）及按照岩土指南第五冊編製的斜坡維修手冊（"斜坡維修手冊"）。如任何斜坡構築物是位於或鄰接任何一期期數或多期期數或車站綜合樓，只有該一期或多期期數或車站綜合樓的業主須自費負責保養、維修及進行根據本條文所需的工程。儘管上文所述，用於保養、維修及進行於綠色間黑斜線範圍（釋義以批地文件第(8)(b)(iii)條批地特別條款為準，並特別顯示於本公契的斜坡圖則II）內的斜坡構築物的工程費用，將由作為車站綜合樓業主的香港鐵路有限公司及完成的非車站發展項目的業主根據本節第8(e)條（但限制於本節第9條）承擔及分攤。(b)車站綜合樓業主必須自費及獨自負責保養、維修及進行於車站綜合樓或鄰接車站綜合樓並特別顯示於本公契附加的斜坡圖則I內的斜坡構築物的工程。"
4. 根據主公契，發展項目的管理人獲擁有人授權進行維修工程。主公契第I節第1(b)(xv)條規定，管理人有權力及責任"聘請適當及合資格人員檢查、保養及維修根據批地文件要求該土地業主需要負責保養的斜坡構築物，以符合由土木工程署的土力工程處出具的岩土指南第五冊—斜坡維修指南（包括不時的修訂及替代），斜坡維修手冊及由相關政府部門不時出具的有關斜坡構築物的所有指南。上述管理人的權利可以由業主立案法團行使。再者，如果管理人在盡了合理的努力後仍未能向所有有關業主收取所須工程的相關費用，管理人無須就任何為符合批地文件要求而進行之事宜負上個人責任，相關責任仍由該土地或有關期數或車站綜合樓的業主負責（視乎情況而定）。"
5. 在期數所位於的土地之內或之外的斜坡構築物，包括在上文第3段所述的在附加於主公契的斜坡圖則I及斜坡圖則II顯示的斜坡構築物，均顯示於本節下文的圖則，僅供識別用途。

28 MAINTENANCE OF SLOPES
斜 坡 維 修



Remarks:

1. Under the PDMC, the costs of the maintenance work for the slope structures as shown in the Plan shall be borne by the owner of Site M.
2. Under the PDMC and the Sub-Deed of Mutual Covenant and Management Agreement of Site AB, the costs of the maintenance work for the slope structures as shown in the Plan shall be borne by the owners of Site AB.
3. The slope structures delineated in Slope Plan II annexed to the PDMC referred to in paragraph 3 above (as shown in the plan) have been re-delivered to The Government of HKSAR. The Highways Department shall be responsible for the maintenance work of the same.

註:

1. 根據主公契規定，在圖則中所顯示的斜坡構築物的維修工程費用由地盤M業主承擔。
2. 根據主公契及地盤AB的副公共契約及管理協議規定，在圖則中所顯示的斜坡構築物的維修工程費用由地盤AB的業主承擔。
3. 在上文第3段所述的在附加於主公契的斜坡圖則II顯示的斜坡構築物(在圖則中顯示)已交還予香港特別行政區政府，該斜坡構築物的維修工程由路政署負責。

圖例 Legend

- 本發展項目邊界 Boundary of the Development
- 斜坡結構 Slope Structures

29 MODIFICATION
修 訂

There is no on-going application to the Government for modification of the Land Grant.

現時沒有向政府提出申請修訂「批地文件」。

30 RELEVANT INFORMATION
有 關 資 料

Not applicable

不適用

31 WEBSITE OF THE PHASE
期數之互聯網網站

The address of the website designated by the Vendor for the Phase for the purposes of Part 2 of the Residential Properties (First-hand Sales) Ordinance:

www.grandseasons.hk

賣方為施行《一手住宅物業銷售條例》第2部而就期數指定的互聯網網站的網址：

www.grandseasons.hk

32 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

Breakdown of GFA Concessions Obtained for All Features
獲寬免總樓面面積的設施分項

Latest information on breakdown of GFA concessions as shown on the general building plans submitted to and approved by the Building Authority (BA) prior to the printing of the sales brochure is tabulated below. Information marked (#) may be based on information provided by the authorized person if the sales brochure is printed prior to submission of the final amendment plans to the BA. The breakdown of GFA concessions may be subject to further changes until final amendment plans are submitted to and approved by the BA prior to the issuance of the occupation permit for the development.

於印製售樓說明書前呈交予並已獲建築事務監督批准的一般建築圖則上有關總樓面面積寬免的分項的最新資料，請見下表。如印製售樓說明書時尚未呈交最終修訂圖則予建築事務監督，則有(#)號的資料可以由認可人士提供的資料作為基礎。直至最終修訂圖則於發出佔用許可證前呈交予並獲建築事務監督批准前，以下分項資料仍可能有所修改。

		Area (m^2) 面積 (平方米)
Disregarded GFA under Building (Planning) Regulations 23(3)(b) **根據《建築物 (規劃) 規例》第23(3)(b)條不計算的總樓面面積**		
1. (#)	Carpark and loading/unloading area excluding public transport terminus 停車場及上落客貨地方 (公共交通總站除外)	Not Applicable 不適用
2.	**Plant rooms and similar services** **機房及相類設施**	Not Applicable 不適用
2.1	Mandatory feature or essential plant room, area of which is limited by respective Practice Notes for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers (PNAP) or regulation such as lift machine room, telecommunications and broadcasting (TBE) room, TBE room for access facilities for mobile services, rooftop telecommunications equipment room, intermediate telecommunications equipment room, refuse storage chamber, etc. 所佔面積受相關《認可人士、註冊結構工程師及註冊岩土工程師作業備考》(《作業備考》)或規例限制的強制性設施或必要機房， 例如升降機機房、電訊及廣播設備室（ 訊播室）、為流動通訊接達設施而設的訊播室、天台電訊設備室、中層電訊設備室、垃圾房等	Not Applicable 不適用
2.2 (#)	Mandatory feature or essential plant room, area of which is NOT limited by any PNAP or regulation such as room occupied solely by fire services installations (FSI) and equipment, meter room, transformer room, potable and flushing water tank, etc. 所佔面積不受任何《作業備考》或規例限制的強制性設施或必要機房， 例如僅由消防裝置及設備佔用的房間、電錶房、電力變壓房、食水及鹹水缸等	Not Applicable 不適用
2.3	Non-mandatory or non-essential plant room such as air-conditioning (A/C) plant room, air handling unit (AHU) room, etc. 非強制性或非必要機房， 例如空調機房、送風櫃房等	Not Applicable 不適用

Green Features under Joint Practice Notes 1 and 2 **根據聯合作業備考第1及第2號提供的環保設施**		
3.	Balcony 露台	666.539
4.	Wider common corridor and lift lobby 加闊的公用走廊及升降機大堂	Not Applicable 不適用
5.	Communal sky garden 公用空中花園	Not Applicable 不適用
6.	Acoustic fin 隔聲鰭	Not Applicable 不適用
7.	Wing wall, wind catcher and funnel 翼牆、捕風器及風斗	Not Applicable 不適用
8.	Non-structural prefabricated external wall 非結構預製外牆	35.450
9.	Utility platform 工作平台	496.500
10.	Noise barrier 隔音屏障	Not Applicable 不適用
Amenity Features **適意設施**		
11.	Caretaker's quarters, counter, office, store, guard room and lavatory for watchman and management staff and owners' corporation office 管理員宿舍、供保安人員和管理處員工使用的櫃位、辦事處、貯物室、警衛室和廁所， 以及業主立案法團辦事處	Not Applicable 不適用
12.	Residential recreational facilities including void, plant room, swimming pool filtration plant room, covered walkway, etc. serving solely the recreational facilities 住戶康樂設施， 包括僅供康樂設施使用的中空空間、機房、游泳池的濾水機房、有蓋人行道等	Not Applicable 不適用
13.	Covered landscaped and play area 有蓋園景區及遊樂場地	Not Applicable 不適用
14.	Horizontal screen/covered walkway and trellis 橫向屏障/有蓋人行道及花棚	Not Applicable 不適用
15.	Larger lift shaft 擴大升降機槽	901.853

32 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING

申請建築物總樓面面積寬免的資料

16.	Chimney shaft 煙囪管道	Not Applicable 不適用
17.	Other non-mandatory or non-essential plant room, such as boiler room, satellite master antenna television (SMATV) room 其他非強制性或非必要機房，例如鍋爐房、衞星電視共用天線房	Not Applicable 不適用
18. (#)	Pipe duct, air duct and vertical riser for mandatory feature or essential plant room 強制性設施或必要機房所需的管槽、氣槽及垂直立管	Not Applicable 不適用
19.	Pipe duct, air duct for non-mandatory or non-essential plant room 非強制性設施或非必要機房所需的管槽及氣槽	Not Applicable 不適用
20.	Plant room, pipe duct, air duct for environmentally friendly system and feature 環保系統及設施所需的機房、管槽及氣槽	Not Applicable 不適用
21.	Void in duplex domestic flat and house 複式住宅單位及洋房的中空空間	Not Applicable 不適用
22.	Sunshade and reflector 遮陽篷及反光罩	Not Applicable 不適用
23. (#)	Projecting planters and minor projection such as A/C box, A/C platform, window cill and projecting window 伸出式花槽及小型伸出物， 例如空調機箱、空調機平台、窗檻及伸出的窗台	Not Applicable 不適用
24.	Other projection such as A/C box and A/C platform not covered in paragraph 3(b) and (c) of PNAP APP-19, and maintenance walkway 《作業備考》APP-19 第3(b)及(c)段沒有涵蓋的其他伸出物，如空調機箱及空調機平台，及維修通道	Not Applicable 不適用
	Other Exempted Items **其他項目**	
25. (#)	Refuge floor including refuge floor cum sky garden 庇護層，包括庇護層兼空中花園	Not Applicable 不適用
26.	Covered area under large projecting/ overhanging feature 大型伸出/外懸設施下的有蓋地方	Not Applicable 不適用
27.	Public transport terminus 公共交通總站	Not Applicable 不適用
28. (#)	Party structure and common staircase 共用構築物及公用樓梯	Not Applicable 不適用
29. (#)	Horizontal area of staircase, lift shaft and vertical duct solely serving floor accepted as not being accountable for GFA 僅供獲接納不計入總樓面面積的樓層使用的樓梯、升降機槽及垂直管道的水平面積	Not Applicable 不適用
30.	Public passage 公眾通道	Not Applicable 不適用
31.	Covered set back area 有蓋的後移部分	Not Applicable 不適用
	Bonus GFA **額外總樓面面積**	
32.	Bonus GFA 額外總樓面面積	Not Applicable 不適用
	Additional Green Features under Joint Practice Note (No. 8) **根據聯合作業備考(第8號)提供的額外環保設施**	
33.	Buildings adopting Modular Integrated Construction 採用「組裝合成」建築法的樓宇	Not Applicable 不適用

Note: The above table is based on the requirements as stipulated in the Practice Note for Authorized Persons, Registered Structural Engineers and Registered Geotechnical Engineers ADM-2 issued by the Buildings Department. The Buildings Department may revise such requirements from time to time as appropriate.

註： 上述表格是根據屋宇署所發出的《認可人士、註冊結構工程師及註冊岩土工程師作業備考》 ADM-2 規定的要求而制訂的。屋宇署會按實際需要不時更改有關要求。

32 INFORMATION IN APPLICATION FOR CONCESSION ON GROSS FLOOR AREA OF BUILDING
申請建築物總樓面面積寬免的資料

Environmental Assessment of the Building
建築物的環境評估

Estimated Energy Performance or Consumption for the Common Parts of the Phase
期數的公用部分的預計能量表現或消耗

Latest information on the estimated energy performance or consumption for the common parts of the Phase as submitted to the Building Authority prior to the printing of the sales brochure:

於印製售樓說明書前呈交予建築事務監督發展項目的公用部份的預計能量表現或消耗的最近期資料:

Part I 第I部分					
Provision of Central Air Conditioning 提供中央空調	YES 是				
Provision of Energy Efficient Features 提供具能源效益的設施	YES 是				
Energy Efficient Features proposed 擬安裝的具能源效益的設施：-	1. High coefficient of performance A/C units 高效空調機組 2. High efficient luminaires for carpark, plant rooms and back of house areas 高效發光燈具用於停車場、機房及後勤用地				
Part II: The predicted annual energy use of the proposed building / part of building (Note 1) 第II部分:擬興建樓宇/部分樓宇預計每年能源消耗量(註腳1)：-					
Location 位置	Internal Floor Area Served (m^2) 使用有關裝置的內部樓面面積（平方米）	Annual Energy Use of Baseline Building (Note 2) 基線樓宇(註腳2)每年能源消耗量		Annual Energy Use of Proposed Building 擬興建樓宇每年能源消耗量	
		Electricity kWh / m^2 / annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit / m^2 / annum 煤氣/石油氣 用量單位/平方米/年	Electricity kWh / m^2 / annum 電力 千瓦小時/平方米/年	Town Gas / LPG unit / m^2 / annum 煤氣/石油氣 用量單位/平方米/年
Area served by central building services installation (Note 3) 有使用中央屋宇裝備裝置(註腳3)的部分	12993.702	58.30	0	37.48	0

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申請建築物總樓面面積寬免的資料

Part III : The following installation(s) is / are* designed in accordance with the relevant Codes of Practices published by the Electrical & Mechanical Services Department (EMSD) 第III部分: 以下裝置乃按機電工程署公布的相關實務守則設計:-			
Type of Installations 裝置類型	YES 是	NO 否	N/A 不適用
Lighting Installations 照明裝置	✓		
Air Conditioning Installations 空調裝置	✓		
Electrical Installations 電力裝置	✓		
Lift & Escalator Installations 升降機及自動梯的裝置	✓		
Performance-based Approach 以總能源為本的方法			✓

Notes:

1. In general, the lower the estimated "Annual Energy Use" of the building, the more efficient of the building in terms of energy use. For example, if the estimated "annual energy use of proposed building" is less than the estimated "annual energy use of baseline building", it means the predicted use of energy is more efficient in the proposed building than in the baseline building. The larger the reduction, the greater the efficiency.

   The predicted annual energy use, in terms of electricity consumption (kWh/m^2/annum) and town gas/LPG consumption (unit/m^2/annum), of the Phase by the internal floor area served, where:

   (a) "total annual energy use" has the same meaning of "annual energy use" in the BEAM Plus New Buildings (current version); and

   (b) "internal floor area", in relation a building, a space or a unit means the floor area of all enclosed space measured to the internal faces of enclosing external and/or party walls.

2. "Baseline Building" has the same meaning as "Baseline Building Model (zero-credit benchmark)" in the BEAM Plus New Buildings (current version).

3. "Central Building Services Installation" has the same meaning as that in the Code of Practice for Energy Efficiency of Building Services Installation issued by the Electrical and Mechanical Services Department.

註腳:

1. 一般而言，一棟樓宇的預計"每年能源消耗量"愈低，其節約能源的效益愈高。如一棟樓宇預計的"每年能源消耗量"低於該樓宇的"基線樓宇每年能源消耗量"，則代表預計該樓宇的能源應用較其基線樓宇有效，削減幅度愈大則代表有關樓宇能源節約的效益愈高。

   預計每年能源消耗量[以耗電量(千瓦小時/平方米/年)及煤氣/石油氣消耗量(用量單位/平方米/年)計算〕，指將期數的每年能源消耗總量除以使用有關裝置的內部樓面面積所得出的商，其中:-

   (a) "每年能源消耗量"與新建樓宇 BEAM Plus 標準(現行版本)中的「年能源消耗」具有相同涵義;及

   (b) 樓宇、空間或單位的"內部樓面面積"，指外牆及/或共用牆的內壁之內表面起量度出來的樓面面積。

2. "基準樓宇"與新建樓宇 BEAM Plus 標準(現行版本)中的"基準建築物模式(零分標準)"具有相同涵義。

3. "中央屋宇裝備裝置"與機電工程署發出的《屋宇裝備裝置能源效益實務守則》中的涵義相同。

33 INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT
地政總署署長作為給予預售樓花同意書的條件而規定列於售樓説明書的資料

1. The purchaser is required to agree with MTR Corporation Limited ("the Vendor") in the agreement for sale and purchase ("ASP") to the effect that other than entering into a mortgage or charge, the purchaser will not nominate any person to take up the Assignment of the Residential Unit specified in the ASP, sub-sell that Residential Unit or transfer the benefit of the ASP of that Residential Unit in any manner whatsoever or enter into any agreement so to do before completion of the sale and purchase and execution of the Assignment.
2. If the Vendor, at the request of the purchaser under an ASP, agrees (at its own discretion) to cancel the ASP or the obligations of the purchaser under the ASP, the Vendor is entitled to retain the sum of five percent (5%) of the total purchase price of the Residential Unit specified in the ASP and the purchaser will in addition pay or reimburse (as the case may be) to the Vendor all legal costs, charges and disbursements (including any stamp duty) in connection with the cancellation of the ASP.
3. The Vendor will pay or has paid (as the case may be) all outstanding Government rent in respect of the land on which the Development is in the course of being erected, from the date of the Land Grant up to and including the date of the respective Assignments to the purchasers.
4. The purchaser who has signed an ASP has the right of access to and will, upon his request, be provided with a hard copy of an updated record of information as to the total construction costs and the total professional fees to complete the Phase as well as the total construction costs and the total professional fees expended and paid as at the end of the calendar month preceding the month at which the request is made subject to payment of a nominal fee of not more than HK$100 per request.
5. (I) The restriction on the minimum number of residential units (as referred to in Special Condition No.(16)(b)(i)(iv)(I) of the Land Grant) in Phase XII (including Phase XIIA, XIIB and XIIC): 1217

   (II) Special Condition No.(16)(k) of the Land Grant stipulates that except with the prior written consent of the Director of Lands ("the Director"), the Grantee shall not carry out or permit or suffer to be carried out any works in connection with any residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL, Site N and Site O, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which shall result in such flat being internally linked to and accessible from any adjoining or adjacent residential flat erected or to be erected on Site C1, Site C2, Site D, Site G, Site H, Site I, Site J, Site KL, Site N and Site O. The decision of the Director as to what constitutes works resulting in a flat being internally linked to and accessible from any adjoining or adjacent residential flat shall be final and binding on the Grantee.

   (III) Clause 15 of the Third Schedule to the approved form of Sub-Deed of Mutual Covenant and Management Agreement ("SDMC") stipulates that:

   (a) No Owner shall carry out or permit or suffer to be carried out any works in connection with any Phase XII Residential Unit, including but not limited to demolition or alteration of any partition wall or any floor or roof slab or any partition structure, which will result in such Phase XII Residential Unit being internally linked to and accessible from any adjoining or adjacent Phase XII Residential Unit, except with the prior written consent of the Director or any other Government authority in place of him from time to time, which consent may be given or withheld at his absolute discretion and if given, may be subject to such terms and conditions (including payment of fees) as may be imposed by him at his absolute discretion.

   (b) The Manager shall deposit in the management office of Phase XII the record provided by the director or any other Government authority in place of him from time to time of the information relating to the consent referred to in Clause 15(a) of this Schedule for inspection by all Owners of Phase XII free of costs and for taking copies at their own expense and on payment of a reasonable charge, all charges received to be credited to the Special Fund for Phase XII.

   (Remark: Phase XIIC forms part of Phase XII)

   (IV) The total number of residential units provided in the Phase: 650
6. Information relating to the Yellow Area (as referred to in Special Condition No.(7) of the Land Grant), the Green Stippled Black Area and the Green Area (as respectively referred to in Special Condition No.(8)(b)(i)(I) and (8)(b)(i)(II) of the Land Grant), the Green Hatched Black Stippled Black Area (as referred to in Special Condition No.(8)(b)(ii) of the Land Grant), the Green Hatched Black Area (as referred to in Special Condition No.(8)(b)(iii) of the Land Grant), the Green Cross-hatched Black Area (as referred to in Special Condition No.(8)(b)(iv) of the Land Grant), the Public Open Space (as referred to in Special Condition No.(52)(a)(ii) of the Land Grant), the Future Footbridge Associated Structures (as referred to in Special Condition No.(53)(a)(i) of the Land Grant), the pedestrian walkway (as referred to in Special Condition No.(53)(b)(iv) of the Land Grant), the Covered Footbridge (as referred to in Special Condition No.(54) of the Land Grant), the Internal Transport System (as referred to in Special Condition No.(60) of the Land Grant), the Brown Area (as referred to in Special Condition No.(99) of the Land Grant) and the Yellow Hatched Black Area (as referred to in Special Condition No.(100) of the Land Grant):

   Please refer to the sections "Summary of Land Grant" and "Information on Public Facilities and Public Open Spaces" of this sales brochure.
7. Information relating to the Phase XII Walkway (as referred to in Clause 2 of Part II of the Second Schedule to the approved form of SDMC) :-

   Please refer to item A(12) and B(12) of the section "Information on Public Facilities and Public Open Spaces" of this sales brochure.

33 INFORMATION REQUIRED BY THE DIRECTOR OF LANDS TO BE SET OUT IN THE SALES BROCHURE AS A CONDITION FOR GIVING THE PRESALE CONSENT
地政總署署長作為給予預售樓花同意書的條件而規定列於售樓說明書的資料

1. 買方須於正式買賣合約(「買賣合約」)下與香港鐵路有限公司(「賣方」) 約定，除訂立按揭或押記外，在買賣完成及簽署轉讓契前，買方不得提名任何人士接受買賣合約指明之住宅單位之轉讓、轉售該住宅單位或以任何形式轉移該住宅單位之買賣合約之權益，或訂立任何有關上述提名、轉售或轉移權益之協議。
2. 若賣方應買賣合約下買方要求同意(同意與否賣方有酌情權決定)取消買賣合約或買賣合約下買方之責任，賣方有權保留等同買賣合約指明之住宅單位總售價5%之金額，另買方須向賣方繳付或補還(視屬何情況而定)所有與取消買賣合約有關之法律費用、收費及開銷(包括任何印花稅)。
3. 賣方將會或已經(視屬何情況而定)支付所有有關發展項目正在其上興建之土地於批地文件日期起計至相關買方轉讓契日期(包括該日)期間之未付地稅。
4. 已簽署買賣合約之買方，如已支付不多於港幣$100之象徵式費用(按每次要求計)，有權獲取(而當其要求時將獲提供)以下資料之最新紀錄印本：完成期數的總建築費用及總專業費用及截至作出該要求當月前之公曆月份完結時已支出和繳付之總建築費用及總專業費用。
5. (I) 批地文件第(16)(b)(i)(iv)(I)條特別條款中對於第XII期（包括第XIIA期、第XIIB期及第XIIC期）中住宅單位的最少數目的限制: 1217

   (II) 第(16)(k)條批地文件特別條款規定，除非獲地政總署署長（「署長」）事先書面同意，承批人不得進行或准許或容許與現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤KL、地盤N及地盤O的任何住宅單位有關的任何工程（包括但不限於拆除或改動任何分隔牆、任何地板或天花板或任何間隔結構）而使該單位可由內部連接及可由任何現已或將會建於地盤C1、地盤C2、地盤D、地盤G、地盤H、地盤I、地盤J、地盤KL、地盤N 及地盤O的毗連或鄰近住宅單位進入。對於甚麼構成可使一個單位可由內部連接及可由任何毗連的或鄰近住宅單位進入之工程，署長之決定應為最終並對承批人有約束力。

   (III) 已批核的副公共契約及管理協議（「副公契」）中第三附錄第15條規定：

   (a) 除非得到地政總署署長或不時替代地政總署署長的其他政府機關之預先書面同意 (地政總署署長或其不時替代政府機關有絕對酌情權去給予或拒絕給予該等同意，而地政總署署長或其不時替代政府機關一旦給予該等同意，有絕對權力去提出任何條款及條件(包括徵收費用))，任何業主均不可進行或准許或容許任何有關任何第XII 期住宅單位的工程 (包括但不限於拆除或改動任何間隔牆、任何地板或天花板或任何間隔結構) 而引致該第XII期住宅單位可內部連接及進入任何毗鄰的或鄰近的第XII 期住宅單位。

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

   (備註：第XIIC期屬第XII期一部分)

   (IV) 期數所提供的住宅單位總數：650
6. 有關以下的資料：批地文件第(7)條特別條款提及的「黃色範圍」、批地文件第(8)(b)(i)(I)條特別條款及第(8)(b)(i)(II)條特別條款分別提及的「綠色加黑點範圍」及「綠色範圍」、批地文件第(8)(b)(ii)條特別條款提及的「綠色間黑斜線加黑點範圍」、批地文件第(8)(b)(iii)條特別條款提及的「綠色間黑斜線範圍」、批地文件第(8)(b)(iv)條特別條款提及的「綠色間黑十字線範圍」、批地文件第(52)(a)(ii)條特別條款提及的「公眾休憩用地」、批地文件第(53)(a)(i)條特別條款提及的「擬建行人天橋相關結構」、批地文件第(53)(b)(iv)條特別條款提及的「行人道」、批地文件第(54)條特別條款提及的「有蓋行人天橋」、批地文件第(60)條特別條款提及的「內部交通系統」、批地文件第(99)條特別條款提及的「棕色範圍」及批地文件第(100)條特別條款提及的「黃色間黑斜線範圍」：

   請參閱本售樓說明書中「批地文件的摘要」一節及「公共設施及公眾休憩用地的資料」一節。
7. 有關以下的資料：已批核的「副公契」第二附錄第II部分第2條提及之「第 XII期行人道」：

   請參閱本售樓說明書中「公共設施及公眾休憩用地的資料」一節內第A(12)及第B(12)項。

34 DATE OF PRINTING OF SALES BROCHURE
售樓説明書印製日期

Date of printing of Sales Brochure: 31 December 2024

售樓説明書印製日期：2024年12月31日

35 POSSIBLE FUTURE CHANGES
日後可能出現的改變

There may be future changes to the Phase and the surrounding areas.

期數及其周邊地區日後可能出現改變。

Examination Record of GRAND SEASONS Sales Brochure
GRAND SEASONS 售樓說明書檢視記錄

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
20th February 2025 2025 年 2 月 20 日	15	Location Plan of the Development is revised 修改發展項目的所在位置圖
	18	Outline Zoning Plan Relating to The Development is revised 修改關乎發展項目的分區計劃大綱圖
	20	Remarks to Layout Plan of The Development is revised 修改發展項目的布局圖的附註
	80, 100a	Summary of Land Grant is revised 修改批地文件的摘要
	135, 163	Information on Public Facilities and Public Open Spaces are revised 修改公共設施及公眾休憩用地的資料
25th April 2025 2025 年 4 月 25 日	17a	Aerial Photograph of the Phase is added 新增期數的鳥瞰照片
	24, 26, 28	Floor Plans of Residential Properties in the Phase is revised 修改期數的住宅物業的樓面平面圖
	194	Elevation Plan is revised 修改立面圖
30th April 2025 2025 年 4 月 30 日	194	Elevation Plan is revised 修改立面圖
30th July 2025 2025 年 7 月 30 日	15	Location Plan of the Development is revised 修改發展項目的所在位置圖
	20	Remarks to Layout Plan of The Development is revised 修改發展項目的布局圖的附註
	24, 25, 26, 28	Floor Plans of Residential Properties in the Phase are revised 修改期數的住宅物業的樓面平面圖
	26a, 26b	Floor Plans of Residential Properties in the Phase are added 新增期數的住宅物業的樓面平面圖
	194	Elevation Plan is revised 修改立面圖
	221	Information in Application for Concession on Gross Floor Area of Building is revised 修改申請建築物總樓面面積寬免的資料

Examination / Revision Date 檢視 / 修改日期	Page Number 頁次	Revision Made 所作修改
1st September 2025 2025 年 9 月 1 日	15	Location Plan of the Development is revised 修改發展項目的所在位置圖
	16	Aerial Photograph of the Phase is revised 修改期數的鳥瞰照片
	17, 17a	Aerial Photograph of the Phase are deleted 刪除期數的鳥瞰照片
	20	Remarks to Layout Plan of The Development is revised 修改發展項目的布局圖的附註
30th September 2025 2025 年 9 月 30 日	15	Location Plan of the Development is revised 修改發展項目的所在位置圖
	20	Remarks to Layout Plan of The Development is revised 修改發展項目的布局圖的附註
	24	Floor Plans of Residential Properties in the Phase is revised 修改期數的住宅物業的樓面平面圖
	194	Elevation Plan is revised 修改立面圖